



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, March 20, 2024 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

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

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

[3a.](#) Arbor Day Proclamation

- 4. CITIZEN COMMENTS**

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

- 5. PRESENTATIONS**

[5a.](#) Presentation on Tree City USA and Friends of Trees Programs

[5b.](#) Library Board Annual Update

- 6. ADOPTION OF THE AGENDA**
- 7. CONSENT AGENDA**

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

- [7a.](#) OLCC: Liquor License Application – Limited On-Premises, Wildlings Play Place (dba PicMontage LLC), 19376 Molalla Ave, Ste. 130, Oregon City
- [7b.](#) OLCC: Liquor License Application – Off-Premises, H&S Energy Products LLC, 13001 Clackamas River Drive, Oregon City
- [7c.](#) OLCC: Liquor License Application – Off-Premises, H&S Energy Products LLC, 1511 Beaver Creek Road, Oregon City
- [7d.](#) Deed of Dedication for the Holcomb Boulevard Safe Routes to School Project – Laura and Casey Johnston (14667 Holcomb Boulevard)
- [7e.](#) Deed of Dedication for the Holcomb Boulevard Safe Routes to School Project – Monica and James Hall (14671 Holcomb Boulevard)
- [7f.](#) Deed of Dedication for the Holcomb Boulevard Safe Routes to School Project – Jeffrey Jones (14737 Holcomb Boulevard)
- [7g.](#) Friends of Trees Contract 2024-25
- [7h.](#) Public Improvement Contract with Pioneer Waterproofing Company, Inc for the Cayuse Five Tribute (CI 21-011)
- [7i.](#) Purchase of Ford Transit for Additional Facilities Maintenance Specialist
- [7j.](#) Minutes of the January 3, 2024 City Commission Special Meeting
- [7k.](#) Minutes of the January 3, 2024 City Commission Meeting
- [7l.](#) Minutes of the January 9, 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 Chapter 2.40, Public Contracting and Purchasing, subsections 2.40.020 and 2.40.030
- [9b.](#) Funding Request from the Oregon City Heritage Coordinating Committee for a Grand Floral Parade Mini-Float

10. COMMUNICATIONS

City Manager

[a.](#) City Commission 2021-2023 and 2023-2025 Goals Update

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

Arbor Day Proclamation

- WHEREAS** in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; *and*
- WHEREAS** the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; *and*
- WHEREAS** Arbor Day is now observed throughout the nation and the world; *and*
- WHEREAS** trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*
- WHEREAS** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; *and*
- WHEREAS** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; *and*
- WHEREAS** trees – wherever they are planted - are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Denyse C. McGriff, Mayor of the City of Oregon City, do proclaim

April 6, 2024

as

Arbor Day in Oregon City

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

In Witness Whereof, I have hereunto set my hand this 20th day of March, 2024.

Denyse C. McGriff, Mayor

Jakob Wiley

From: kntzig001@aol.com
Sent: Wednesday, March 20, 2024 4:27 PM
To: Jakob Wiley
Subject: Tonight's OC Commission Meeting

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.

Hi Jakob,

Jerry Herrman asked me to provide a letter addressed to the OC City Commission in regards to topics being discussed at tonight's public hearing. For the last several years I have served as President of the OC Business Alliance moderating monthly forums at the Abernethy Center on very timely and informative topics. I, and my Board of Directors, have truly enjoyed this opportunity to engage with the public covering subjects from homelessness, affordable housing, transportation, health care and many more. Our goal is to attract, build and keep businesses in Oregon City by supporting them as they look to retain an educated workforce and continue their operations in a profitable manner.

Over the last 10+ years that we have been in existence we have had the pleasure of working with City elected and appointed officials as they look to provide essential public services to our community. This calls for comprehensive and in-depth discussions on priorities amongst our City Commissioner's as well as members of the public. This is no easy task as city municipalities are facing higher and higher costs each year for the continued maintenance of their existing infrastructure and higher workforce expenses. We recognize that the City is constantly striving to create and maintain a collaborative environment that promotes diversity, equity and inclusion where no one is left out or not heard. This leads to a much safer and welcome community that will not just survive but thrive.

Our goal at the OCBA is to always be available to work with the City in any way we can whether it is in economic development, tourism, engaging with citizens in policy-making decisions, or any other important issue facing the City. Our monthly forums are focused for this exact purpose and we are proud that we have such good attendance at our public outreach events with excellent speakers forming our panel presentations. We are going to be hosting a new venue next month for the County Commissioner's called "Business in the County". With Oregon City being the County seat we strongly believe there is tremendous opportunities for the two entities to work together for the good of everyone in our local region.

Sincerely,

Kent Ziegler
President, OC Business Alliance



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Pete Walter, Planning Manager

Agenda Date: 3/20/2024

SUBJECT:

Presentation on Tree City USA and Friends of Trees Programs

STAFF RECOMMENDATION:

This presentation is for informational purposes.

EXECUTIVE SUMMARY:

Oregon City received recognition from the Arbor Day Foundation for its 11th year as a Tree City USA and it's 4th Growth Award in 2023. The actions and activities that lead to the Tree City USA awards demonstrate a commitment to the Commission's goal 7 to *protect and preserve our environmental and natural resources for a healthy, sustainable community*.

BACKGROUND:

Tree City USA

Founded in 1976, Tree City USA (TCUSA) is a partnership between the Arbor Day Foundation, the U.S. Forest Service, and the National Association of State Foresters. The program is administered through the Oregon Department of Forestry Community and Urban Forestry Division. Oregon City is part of an incredible network of more than 3,600 Tree City USA communities nationwide, with a combined population of 155 million.

Oregon City has consistently exceeded the four minimum requirements to be a TCUSA, which are:

1. Maintaining a tree board or department (the Natural Resources Committee)
2. Having a community tree ordinance
3. Spending at least \$2 per capita on urban forestry
4. Celebrating Arbor Day

In 2023, Oregon City reported the following data to the Arbor Day Foundation:

- Total Trees Planted: 296
- Total Trees Pruned: 964
- Tree Removals: 282
- Estimated Value of Volunteer Time: \$9,500
- Total Amount Spent on Tree Planting, Care, Removal and Replacement and Management: \$480,281
- Per Capita Expenditure: \$12.82

The 2023 TCUSA Growth Award was based on the City's work in the following areas.

- *Planning the Work / Policies / Ordinance Clauses / C1.*
The City amended subsection 12.08.035 Tree Removal and Replacement. The amended code further clarifies the tree replacement requirements for abutting homeowners. Specifically, the amendment requires replanting within the planter strip as a priority unless the applicant can show clearly that there is insufficient space to replant a tree. Exceptions are granted for planter strips that are 3' feet or less in width. We anticipate that this amendment will help assure that "the right tree is planted in the right place".
- *Performing the Work / Planting Trees / D1. Tree Planting Program*
Oregon City continues its partnership with Friends of Trees to assist homeowners in planting and maintaining high quality trees throughout Oregon City. The program is supported through the City's Tree Mitigation fund and has resulted in approximately 800 new street and yard trees being planted throughout the City since 2013. 2023 saw another good year of replanting, expanding into northern and southern parts of the city and helping mitigate for the extensive tree canopy damage following the damaging ice storm and heat dome weather events in 2020-2022.
- *The Community Framework / Awareness / E16. Tree Festival*
On April 5, 2023, Oregon City held a dedication ceremony to honor its newly planted Hiroshima Peace Tree. This event was held at the End of the Oregon Trail Interpretive Center and featured a reading from Oregon's Poet Laureate Kim Stafford. The original ceremony had been planned for 2020 but was postponed due to COVID-19 restrictions. To mark the 75th anniversary of the close of World War II, people in 30 communities around Oregon committed to plant about 45 special peace trees in 2019 and 2020. The young trees were grown from seeds of trees that miraculously survived the atom bombing of Hiroshima on Aug. 6, 1945. Today, Oregon has one of the largest collections of Hiroshima peace trees of any state or nation outside Japan.
- *The Community Framework / Education / E.21. Tree Care Workshops*
A community tree care workshop was held at Chapin Park on January 28, 2023 with approximately 37 volunteers attending to learn proper pruning techniques.

Friends of Trees

Friends of Trees (FOT) has successfully coordinated community tree plantings in Oregon City since 2015, planting 782 trees engaging many hundreds of volunteers demonstrates that FOT is uniquely qualified in the region. FOT's nationally recognized programs connect people to nature and communities by conducting safe, fun, and effective volunteer events throughout the year. FOT offers volunteers the opportunity to participate and meet neighbors on planting day, reaching a diverse range of communities. All volunteers learn about proper tree planting and care and can participate at greater levels if they choose. Key volunteers receive additional training and education about the importance of a healthy environment, tree biology, proper planting and pruning techniques, community organizing, as well as long-term care and maintenance of planted sites. FOT can also communicate the benefits of this programming and the benefits of trees to elected officials and other leaders in Oregon City.

Tree Planting, Pruning, and Educational Programs in Oregon City in 2023

FOT has hosted planting events in Oregon City for the past seven planting seasons. Since April 2015, they have worked with over 600 volunteers, donating over 2400 hours of their time (a \$60,000 value), to plant 782 trees throughout Oregon City neighborhoods with an over 95% survival rate. These events were advertised to thousands via individual conversations, door hangers, posters, print and social media, community events and yard signs throughout the community. After the 2021 ice storm, the Tree Recovery Program was created to help replenish the urban tree canopy cover. 200+ trees were planted each planting season from the fall of 2021 to the spring of 2023. FOT have also planted trees on school grounds with students and teachers, supported City Arbor Day events and most recently, hosted a pruning workshop at Chapin Park—educating 50 homeowners about proper young tree care. Additionally FOT pruned trees in the Tower Vista, Hillendale, Caufield, Gaffney Lane, and McLoughlin neighborhoods at multiple events throughout the 2021-22 planting season. The Metro Community Enhancement grant allowed FOT to prune hundreds of young trees that same planting season and host another pruning workshop in September of 2021.

In December 2023, FOT had their biggest volunteer turnout yet in Oregon City! Dozens of volunteers—both individuals and members of groups like Kiewit and Oregon City High School National Honors Society—came together to plant almost 90 trees. This planting was open to residents in the McLoughlin, Park Place, Elyville, Canemah, Two Rivers, South End, and Holcomb neighborhoods. Volunteers gathered after to enjoy a potluck donated by tree recipients. 2024 kicked off with a tree pruning workshop at Tyrone S Woods Park. 20+ Oregon City residents gathered at the park to learn proper pruning techniques from one of FOT's long time volunteers who is a skilled arborist. They got lots of hands-on experience while pruning the trees at the park. FOT's trained pruning leaders pruned many trees in the neighborhoods surrounding the park a month after the workshop. One more pruning event took place in Oregon City in March 2024.

We look forward to further successful collaboration with FOT in 2024-2025.

**Arbor Day Foundation®**211 N. 12th Street • Lincoln, NE 68508 • 888-448-7337 • arborday.org*We inspire people to plant, nurture, and celebrate trees.*

Mayor Denyse McGriff
PO Box 3040
OREGON CITY, OR 97045

Dear Tree City USA Community Member,

On behalf of the Arbor Day Foundation, I'm thrilled to congratulate OREGON CITY on earning recognition as a 2023 Tree City USA and receiving a Growth Award. Thank you for taking pride in your community by planting, nurturing, and celebrating trees.

Founded in 1976, Tree City USA is a partnership between the Arbor Day Foundation, the U.S. Forest Service, and the National Association of State Foresters. OREGON CITY is part of an incredible network of more than 3,600 Tree City USA communities nationwide, with a combined population of 155 million.

With the additional recognition of a Growth Award, your community has demonstrated an outstanding commitment to sustainable urban forest management.

Over the last few years, the value and importance of trees has become increasingly clear. Cities and towns across the globe are facing issues with air quality, water resources, personal health and well-being, and energy use. OREGON CITY has taken steps to create to a brighter, greener future.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. Enclosed in this packet is a press release for you to distribute at your convenience.

We're excited to celebrate your commitment to the people and trees of OREGON CITY. Thank you, again, for your efforts.

Best Regards,

Dan Lambe
Arbor Day Foundation Chief Executive

**Arbor Day Foundation®**211 N. 12th Street • Lincoln, NE 68508 • 888-448-7337 • arborday.org*We inspire people to plant, nurture, and celebrate trees.***FOR IMMEDIATE RELEASE****Contact:**

Jasmine Putney
Arbor Day Foundation
402-216-9307
jputney@arborday.org

Arbor Day Foundation Names OREGON CITY a 2023 Tree City USA®

LINCOLN, Nebraska (2/20/2024) – OREGON CITY was named a 2023 Tree City USA by the Arbor Day Foundation to honor its commitment to effective urban forest management.

The community also received a Tree City USA Growth Award for demonstrating environmental improvement and an outstanding level of tree care.

OREGON CITY achieved Tree City USA recognition by meeting the program's four requirements: maintaining a tree board or department, having a tree care ordinance, dedicating an annual community forestry budget of at least \$2 per capita, and hosting an Arbor Day observance and proclamation.

The Tree City USA program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters.

“Tree City USA communities see the positive effects of an urban forest firsthand,” said Dan Lambe, chief executive of the Arbor Day Foundation. “The trees being planted and cared for by OREGON CITY are ensuring that generations to come will enjoy to a better quality of life. Additionally, participation in this program brings residents together and creates a sense of civic pride, whether it’s through volunteer engagement or public education.”

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, energy use, and extreme heat and flooding. OREGON CITY is doing its part to address these challenges for residents both now and in the future.

More information on the program is available at arborday.org/TreeCityUSA.

About the Arbor Day Foundation

Founded in 1972, the Arbor Day Foundation has grown to become the largest nonprofit membership organization dedicated to planting trees, with more than one million members, supporters and valued partners. Since 1972, almost 500 million Arbor Day Foundation trees have been planted in neighborhoods, communities, cities and forests throughout the world. Our vision is to lead toward a world where trees are used to solve issues critical to survival.

As one of the world's largest operating conservation foundations, the Arbor Day Foundation, through its members, partners and programs, educates and engages stakeholders and communities across the globe to involve themselves in its mission of planting, nurturing and celebrating trees. More information is available at arborday.org.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Library Director Greg Williams

Agenda Date: 03/20/2024

SUBJECT:

Library Board Annual Update

STAFF RECOMMENDATION:

n/a – Informational only

EXECUTIVE SUMMARY:

The Chair of the Oregon City Library Board will review the Library Board's activities and accomplishments during the previous year.

BACKGROUND:

David Goldberg, Chair of the Oregon City Library Board, will provide the City Commission with an update on the Library Board's activities and accomplishments during the previous year.

One of the accomplishments Chair Goldberg will highlight is the Board's work in helping create a 2-year Tactical Plan which identifies specific goals and initiatives Library staff are undertaking in the Library's areas of strategic focus. That Tactical Plan is included as an attachment to this staff report.

OPTIONS:

n/a – Informational only

Oregon City Public Library FY23-25 Tactical Plan

FOCUS	GOAL	ACTIVITY
1 Create and support young readers	1.1 All K-12 students enrolled in the Oregon City School District will have library cards.	1.1.1 (Y1) By June 30, 2024, develop and implement administrative and technological prerequisites to facilitate use of OCSD student data to create and maintain library card accounts for all enrolled students.
		1.1.2 (Y2) By December 31, 2024, implement annual process to automatically create library card accounts for all K-12 OCSD students.
2 Meet the information needs of our entire service area	2.1 Library staff will better understand the needs of residents in the unincorporated portion of the Library service area.	2.1.1 (Y1) By March 31, 2024, Library staff will have approached CPOs (Community Planning Organizations) in the Library service area to share results of statistically valid survey and collect additional feedback from CPO members.
	2.2 Improve access to physical library materials for homebound residents within the Library’s service area.	2.2.1 (Y1) By June 30, 2024 implement a formal Books By Mail program to accommodate up to 50 active homebound participants.
3 Ensure collections, programs, services, and staff reflect and engage our diverse community	3.1 Better understand the diversity and makeup of the Oregon City Library service area.	3.1.1 (Y1) By June 30, 2024 complete a demographic analysis of the Library’s entire service area in order to better understand the makeup and diversity of our service area population.
		3.1.2 (Y1) By June 30, 2024 complete an inventory of community groups and support agencies located or operating within the Library service area.
	3.2 Ensure that the Library’s physical collections reflect the diversity and needs of our entire service area.	3.2.1 (Y1) By June 30, 2024 complete an analysis and recommend implementation of collection diversity audit tools/services.
	3.3 Library staff will be able to recognize and incorporate the perspectives and needs of diverse populations into all aspects of library services.	3.3.1 (Y1) By June 30, 2024, establish a mechanism to regularly assess and identify staff cultural competency/DEI training needs.
		3.3.2 (Y2) By June 30, 2025, based on regular assessments, implement annual training calendar and resource archive to meet identified needs.
	3.4 Library patrons will be able to access information about services and offerings in multiple languages.	3.4.1 (Y1) By June 30, 2024, all Library policies and guidelines (existing and new) will be translated into Spanish.
	3.4.2 (Y2) By June 30, 2025, all website content (including calendar events) and Library handouts will be translated into Spanish.	
4 Maintain and expand safe and welcoming facilities and accessible services throughout our entire service area	4.1 Facilitate after-hours and off-site access to physical materials.	4.1.1 (Y1) By June 30, 2024, develop an implementation plan for deploying remote smartlockers within the Library service area.
		4.1.2 (Y2) By June 30, 2025, deploy at least one remote smartlocker within the library service area.
	4.2 Improve capability to conduct in-person outreach throughout service area.	4.2.1 (Y1) By June 30, 2024, assess needs and assemble specifications and cost estimates (initial and ongoing) for a Library outreach vehicle.
5 Ensure appropriate and sustainable funding for operational and capital needs	5.1 Increase use of data in operational and budgetary evaluation and decision-making processes.	5.1.1 (Y1) By June 30, 2024, in conjunction with the Library Board, staff will review, refine, and update the monthly metrics and statistics that are shared with the Library Board.
		5.1.2 (Y1) By June 30, 2024, implement collection usage reports which can be used to inform collection budget allocation decisions.
	5.2 Evaluate the long-term needs funding, operational, and governance needs of the Clackamas County Library District.	5.2.1 (Y2) By June 30, 2025, in conjunction with all LINCC libraries, engage a consultant to perform the analysis and prepare recommendations originally envisioned as part of the Library District Task Force.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Shaun Davis

Agenda Date: 3/20/2024

SUBJECT:

OLCC: Liquor License Application – Limited On-Premises, Wildlings Play Place (dba PicMontage LLC), 19376 Molalla Ave, Ste. 130, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for Wildlings Play Place (dba PicMontage LLC), 19376 Molalla Ave, Ste. 130, Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Limited On-Premises, Wildlings Play Place (dba PicMontage LLC)

BACKGROUND:

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

OPTIONS:

1. Approve the OLCC Application for Wildlings Play Place (dba PicMontage LLC) – Oregon City
2. Deny the OLCC Application for Wildlings Play Place (dba PicMontage LLC) – Oregon City

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

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

Select the license type you are applying for.

More information about all license types is available online.

Full On-Premises

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

Winery

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

Brewery

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

Brewery-Public House

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

Grower Sales Privilege

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

Distillery

- ☐ Primary location

Additional tasting locations: (Use the DISTT form **HERE**)

☒ Limited On-Premises

- ☐ Off Premises
- ☐ Warehouse
- ☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT

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

Name of City OR County (not both)

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

Date application received:

Optional: Date Stamp Received Below

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

Printed Name

Date

Signature

Wildlings Play Place

Trade Name

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION

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

Name of entity or individual applicant #1:

PicMontage LLC

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

BUSINESS INFORMATION

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

Wildlings Play Place

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

19376 Molalla Ave STE 130

City:

Oregon City

Zip Code:

97045

County:

Clackamas

Business phone number:

775-741-0095

Business email:

wildlingsoc@gmail.com

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

19028 Bedford Dr

City:

Oregon City

State:

OR

Zip Code:

97045

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

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

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

Application Contact Name:

Darci Hansford

Phone number:

775-741-0095

Email:

wildlingsoc@gmail.com

LIQUOR LICENSE APPLICATION

Page 3 of 4

TERMS

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

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

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

LIQUOR LICENSE APPLICATION

Wildlings Play Place

Page 4 of 4

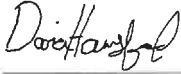
Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

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

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

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

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

Darci Hansford		3/4/2024
Applicant name	Signature	Date
Applicant name	Signature	Date
Applicant name	Signature	Date
Applicant name	Signature	Date

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

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



OREGON LIQUOR & CANNABIS COMMISSION
LIQUOR LICENSE APPLICATION

Item 7a.

Instructions

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

ALL forms and documents must be a PDF attachment

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

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

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

Additional Information

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

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

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.
If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

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

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



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

PRINT FORM

Item 7a.

RESET FORM

1. Name (Print):	Hansford	Darci	Ann
	Last	First	Middle
2. Other names used (maiden, other): Ayers			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes ☒ No ☐ If yes, you must list your [REDACTED]			
SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below. Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC§ 552(a)).			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: ☒			
5. Date of Birth (DOB):	[REDACTED]	[REDACTED]	[REDACTED]
	(mm)	(dd)	(yyyy)
6. Driver License or State ID #: [REDACTED]	7. State OR		
8. Contact Phone: 775-741-0095			
9. E-mail Address: darcihansford@gmail.com			
10. Mailing Address:	[REDACTED]	[REDACTED]	[REDACTED]
	(Number and Street)	(City)	(State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No ☒ Yes ☐ (If yes, explain in the space provided, below) Unsure ☐ Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

Item 7a.

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

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

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

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

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

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

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

Affirmation

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

Name (Print):	Last	First	Middle
Signature: <i>David Hargrett</i>			Date: 3/4/2024

This box for OLCC use ONLY

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



OREGON LIQUOR & CANNABIS COMMISSION

INDIVIDUAL HISTORY FORM

WHO MUST COMPLETE THIS FORM?

You must complete this form if:

- Your name is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.
- A corporation is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:
 - President, a Vice President with responsibility over the operation of the business, Secretary, or Treasurer.
 - A Director with 3% or more voting stock.
 - An individual who owns 20% or more of issued stock.
- A limited liability company (LLC) is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:
 - A Managing Member of the LLC (this is an individual designated to manage the LLC; it may or may not be the same individual designated to manage the business).
 - A Member who owns 20% or more of the membership.
 - An Officer (such as a President or Secretary) with responsibilities over the operation of the business.

You must work with the OLCC to determine who must complete this form if you are:

- Part of an entity *other than* a corporation or LLC that is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form, or
- Part of an entity that owns 10% or more of an entity listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.

IN ADDITION, THE OLCC MAY REQUIRE OTHER PEOPLE TO COMPLETE THIS FORM WHEN THERE IS REASON TO BELIEVE IT MAY HELP THE OLCC IN ITS INVESTIGATION.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Shaun Davis

Agenda Date: 3/20/2024

SUBJECT:

OLCC: Liquor License Application – Off-Premises, H&S Energy Products LLC, 13001 Clackamas River Drive, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for H&S Energy Products LLC, 13001 Clackamas River Drive, Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Off-Premises, H&S Energy Products LLC #3903

BACKGROUND:

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

OPTIONS:

1. Approve the OLCC Application for H&S Energy LLC – Oregon City
2. Deny the OLCC Application for H&S Energy LLC – Oregon City

BUDGET IMPACT:

Amount:

FY(s):

Funding Source(s):

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

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

Select the license type you are applying for.

More information about all license types is available online.

Full On-Premises

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

Winery

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

Brewery

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

Brewery-Public House

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

Grower Sales Privilege

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

Distillery

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

☐ Limited On-Premises

☒ Off Premises

☐ Warehouse

☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT

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

Name of City OR County (not both)

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

Date application received:

Optional: Date Stamp Received Below

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

Printed Name

Date

Signature

H&S Energy Products # 3093

Trade Name

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION

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

Name of entity or individual applicant #1:

H&S Energy Products, LLC

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

BUSINESS INFORMATION

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

H&S Energy Products # 3093

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

13001 Clackamas River Dr

City:

Oregon City

Zip Code:

97045

County:

Clackamas

Business phone number:

Business email:

apt@hasoil.com

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

2860 N Santiago

City:

Orange

State:

CA

Zip Code:

92867

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

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

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

Application Contact Name:

Abir Hammoudeh

Phone number:

714-761-5426 Ext 241

Email:

Ahammoudeh@hasoil.com

LIQUOR LICENSE APPLICATION

Page 3 of 4

TERMS

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

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

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

LIQUOR LICENSE APPLICATION

H&S Energy Products # 3093

Page 4 of 4

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

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

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

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

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

Salaheddin Hassan



03/06/2024

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

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

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



OREGON LIQUOR & CANNABIS COMMISSION

INDIVIDUAL HISTORY FORM

WHO MUST COMPLETE THIS FORM?

You must complete this form if:

- Your name is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.
- A corporation is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:
 - President, a Vice President with responsibility over the operation of the business, Secretary, or Treasurer.
 - A Director.
 - An individual who owns 20% or more of issued stock.
- A limited liability company (LLC) is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:
 - A Managing Member of the LLC (this is an individual designated to manage the LLC; it may or may not be the same individual designated to manage the business).
 - A Member who owns 20% or more of the membership.
 - An Officer (such as a President or Secretary) with responsibilities over the operation of the business.

You must work with the OLCC to determine who must complete this form if you are:

- Part of an entity *other than* a corporation or LLC that is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form, or
- Part of an entity that owns 10% or more of an entity listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.

IN ADDITION, THE OLCC MAY REQUIRE OTHER PEOPLE TO COMPLETE THIS FORM WHEN THERE IS REASON TO BELIEVE IT MAY HELP THE OLCC IN ITS INVESTIGATION.



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

PRINT FORM

Item 7b.

RESET FORM

1. Name (Print):	Hassan	Salaheddin	Hassan
	Last	First	Middle
2. Other names used (maiden, other): Sal Hassan			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes ☒ No ☐ If yes, you must list your SSN: [REDACTED]			
SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below. Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: ☒			
5. Date of Birth (DOB):	[REDACTED]		
	(mm)	(dd)	(yyyy)
6. Driver License or State ID #:	[REDACTED]	7. State CA	
8. Contact Phone: 714-761-5426 Ext 221			
9. E-mail Address: apt@hasoil.com			
10. Mailing Address:	[REDACTED]		
	(Number and Street)	(City)	(State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No ☒ Yes ☐ (If yes, explain in the space provided, below) Unsure ☐ Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

Item 7b.

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

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

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

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

See attached List 1

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

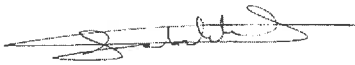
No ☐ Yes ☒ Please list applications below Unsure ☐ Please include an explanation:

See attached List 2 and 3

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

Affirmation

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

Name (Print):	Hassan Last	Salaheddin First	Hassan Middle
Signature:			Date: 03/06/2024

This box for OLCC use ONLY

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



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Shaun Davis

Agenda Date: 3/20/2024

SUBJECT:

OLCC: Liquor License Application – Off-Premises, H&S Energy Products LLC, 1511 Beavercreek Road, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for H&S Energy Products LLC, 1511 Beavercreek Road, Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Off-Premises, H&S Energy Products LLC #3902

BACKGROUND:

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

OPTIONS:

1. Approve the OLCC Application for H&S Energy LLC – Oregon City
2. Deny the OLCC Application for H&S Energy LLC – Oregon City

BUDGET IMPACT:

Amount:

FY(s):

Funding Source(s):

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

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

Select the license type you are applying for.

More information about all license types is available online.

Full On-Premises

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

Winery

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

Brewery

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

Brewery-Public House

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

Grower Sales Privilege

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

Distillery

- ☐ Primary location
- Additional tasting locations: (Use the DISTT form **HERE**)

☐ Limited On-Premises

☒ Off Premises

☐ Warehouse

☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT

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

Name of City OR County (not both)

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

Date application received:

Optional: Date Stamp Received Below

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

Printed Name

Date

Signature

H&S Energy Products # 3092

Trade Name

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION

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

Name of entity or individual applicant #1:

H&S Energy Products, LLC

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

BUSINESS INFORMATION

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

H&S Energy Products # 3092

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

1511 Beaver Creek Rd

City:

Oregon City

Zip Code:

97045

County:

Clackamas

Business phone number:

Business email:

apt@hasoil.com

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065(11)):

2860 N Santiago

City:

Orange

State:

CA

Zip Code:

92867

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

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

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

Application Contact Name:

Abir Hammoudeh

Phone number:

714-761-5426 Ext 241

Email:

Ahammoudeh@hasoil.com

LIQUOR LICENSE APPLICATION

Page 3 of 4

TERMS

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

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

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

LIQUOR LICENSE APPLICATION**H&S Energy Products # 3092**

Page 4 of 4

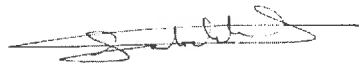
Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

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

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

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

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

Salaheddin Hassan**03/06/2024**

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

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

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



OREGON LIQUOR & CANNABIS COMMISSION

INDIVIDUAL HISTORY FORM

WHO MUST COMPLETE THIS FORM?

You must complete this form if:

- Your name is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.
- A corporation is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:
 - President, a Vice President with responsibility over the operation of the business, Secretary, or Treasurer.
 - A Director.
 - An individual who owns 20% or more of issued stock.
- A limited liability company (LLC) is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form and you are:
 - A Managing Member of the LLC (this is an individual designated to manage the LLC; it may or may not be the same individual designated to manage the business).
 - A Member who owns 20% or more of the membership.
 - An Officer (such as a President or Secretary) with responsibilities over the operation of the business.

You must work with the OLCC to determine who must complete this form if you are:

- Part of an entity *other than* a corporation or LLC that is listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form, or
- Part of an entity that owns 10% or more of an entity listed as an applicant in the "Entity or Individuals applying for the license" section of the Liquor License Application form.

IN ADDITION, THE OLCC MAY REQUIRE OTHER PEOPLE TO COMPLETE THIS FORM WHEN THERE IS REASON TO BELIEVE IT MAY HELP THE OLCC IN ITS INVESTIGATION.



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

PRINT FORM

Item 7c.

RESET FORM

1. Name (Print):	Hassan	Salaheddin	Hassan
	Last	First	Middle
2. Other names used (maiden, other): Sal Hassan			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes ☒ No ☐			
If yes, you must list your SSN: [REDACTED]			
SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below. Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: ☒			
5. Date of Birth (DOB):	[REDACTED]	[REDACTED]	[REDACTED]
	(mm)	(dd)	(yyyy)
6. Driver License or State ID #:	[REDACTED]	7. State CA	
8. Contact Phone: 714-761-5426 Ext 221			
9. E-mail Address: apt@hasoil.com			
10. Mailing Address:	[REDACTED]		
	(Number and Street)	(City)	(State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon?			
No ☒ Yes ☐ (If yes, explain in the space provided, below) Unsure ☐ Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

Item 7c.

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

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

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

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

See attached List 1

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

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

See attached List 2 and 3

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

Affirmation

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

Name (Print): Hassan Last Salaheddin First Hassan Middle

Signature:

Date: 03/06/2024

This box for OLCC use ONLY

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



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 03/20/2024

SUBJECT:

Deed of Dedication for the Holcomb Boulevard Safe Routes to School Project – Laura and Casey Johnston (14667 Holcomb Boulevard)

STAFF RECOMMENDATION:

Staff recommends that the City Commission adopt a motion accepting the attached Right of Way Dedication, Public Utility Easement, and Obligation & Temporary Construction Area Agreement for 14667 Holcomb Boulevard, also known as Tax Map 2-2E-28AB Lot #00100 and authorize the Mayor and City Recorder to execute them.

EXECUTIVE SUMMARY:

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

BACKGROUND:

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

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

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

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

The City's engineering consultant, DOWL LLC, is wrapping up design of the Holcomb Boulevard Safe Routes to School Project improvements and finalizing the property acquisition needs. The property rights acquired from the Johnston property located as shown on 14667 Holcomb Boulevard Improvement Plan includes 192 square feet (SF) Right of Way Dedication, and 10 foot Public Utility Easement. In consideration for dedicating the property to the City, the Johnstons have requested landscaping plantings along their frontage on Holcomb Boulevard.

The project is anticipated to be out to bid in March, with construction beginning in Summer 2024.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$0

FY(s):

Funding Source(s):

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-00100

Streets: Holcomb Boulevard

GRANTOR: Laura Samantha Johnston, Casey Dale Johnston

DEED OF DEDICATION

KNOW ALL BY THESE PRESENTS, THAT Laura Samantha Johnston, Casey Dale Johnston, 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 7 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: Laura Samantha Johnston, Casey Dale Johnston
 As shown on Page 1 (name of organization or individual property owner(s))

[Signature]
 Signature No. 1

Laura Johnston, _____
 Signer's printed name Title (if applicable)

[Signature]
 Signature No. 2

Casey Johnston, _____
 Signer's printed name Title (if applicable)

STATE OF OREGON)

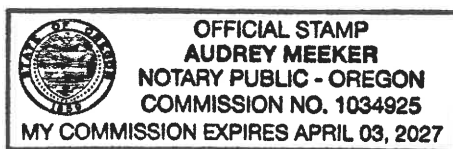
County of Clackamas)

This record was acknowledged before me on (month & day) March 7, 2024

by Laura Johnston, Casey Johnston, as Grantor
 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.

[Signature]
 Signature of Notary Public
 My commission expires: April 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 3

File 257180571004

Andrew Silbernagel, PLS DOWL – 1/31/2024

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

Tax Map 22E28AB
Tax Lot 00100

Parcel 1 – Right-of-Way Dedication

A parcel of land lying in Lot 1, GODON ESTATES, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Laura Johnston and Casey Johnston, in that Oregon Quit Claim Deed recorded January 3, 2022 as Document No. 2022-000308, 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
53+18.00		53+26.00	30.50 in a straight line to 36.00
53+26.00		53+45.00	46.00

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

This parcel of land contains 192 square feet, more or less, outside the existing right of way.

Parcel 2 – Permanent Public Utility Easement

A parcel of land lying in Lot 1, GODON ESTATES, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Laura Johnston and Casey Johnston, in that Oregon Quit Claim Deed recorded January 3, 2022 as Document No. 2022-000308, 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.

EXHIBIT A – Page 2 of 3**File 257180571004**

Andrew Silbernagel, PLS DOWL – 1/31/2024

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

EXCEPT therefrom Parcel 1.

This parcel of land contains 856 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 Lot 1, GODON ESTATES, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Laura Johnston and Casey Johnston, in that Oregon Quit Claim Deed recorded January 3, 2022 as Document No. 2022-000308, 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.

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52+44.00		53+45.00	42.00 in a straight line to 40.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 856 square feet, more or less, outside the existing right of way.

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

A parcel of land lying in Lot 1, GODON ESTATES, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to Laura Johnston and Casey Johnston, in that Oregon Quit Claim Deed recorded January 3, 2022 as Document No. 2022-000308, 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.

EXHIBIT A – Page 3 of 3**File 257180571004**

Andrew Silbernagel, PLS DOWL – 1/31/2024

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

Station	to	Station	Width on Northerly Side of Center Line
52+24.00		52+53.00	62.00 in a straight line to 60.00
52+53.00		52+58.00	60.00 in a straight line to 30.50

EXCEPT therefrom Parcel 2.

ALSO EXCEPT therefrom Parcel 3.

This parcel of land contains 226 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

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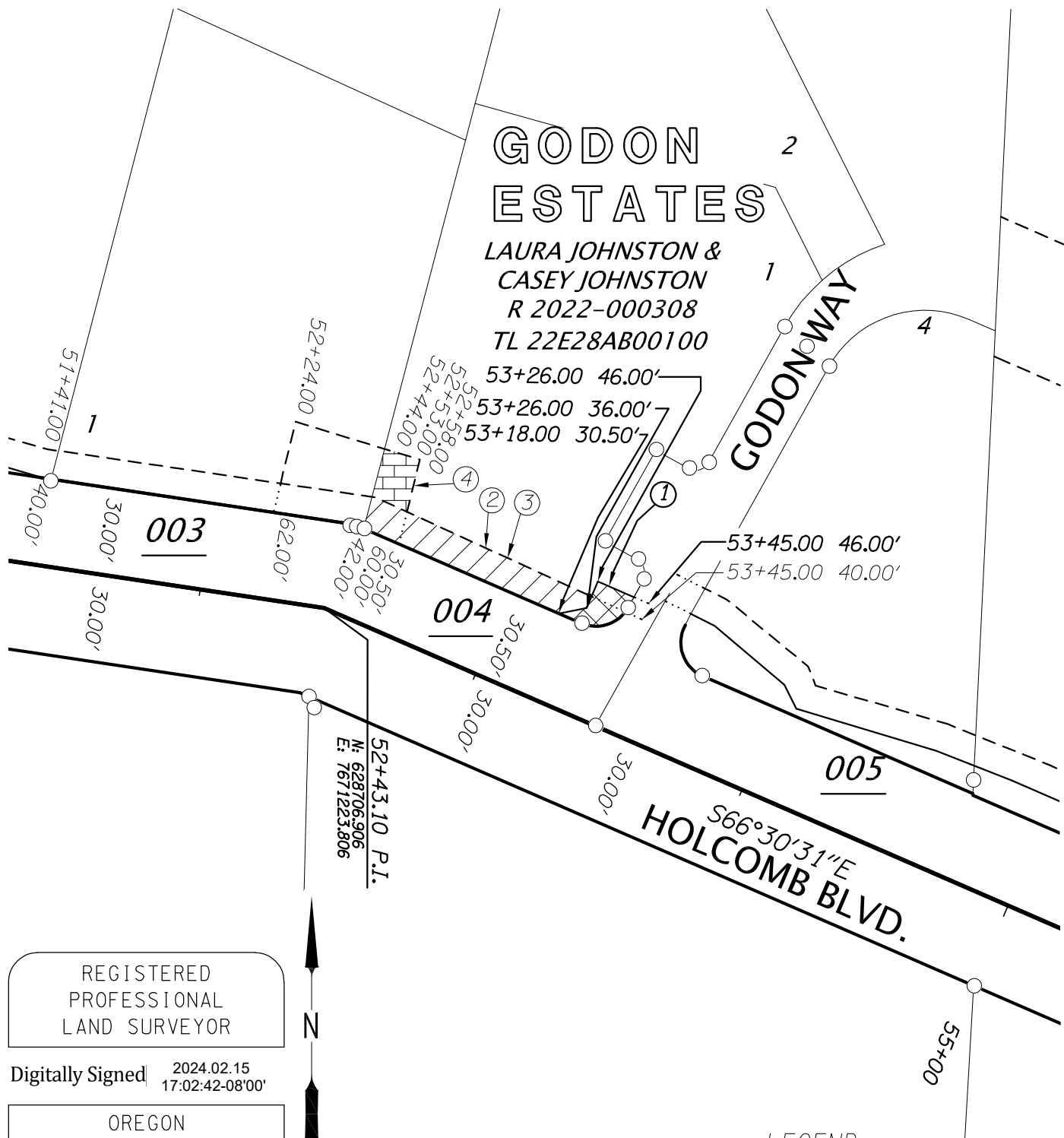
OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024

EXHIBIT "B"

PAGE 1 of 1

Item 7d.



REGISTERED
PROFESSIONAL
LAND SURVEYOR

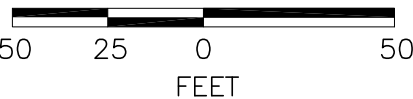
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OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024



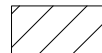
SCALE 1" = 50'



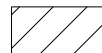
LEGEND



① - RIGHT-OF-WAY DEDICATION
192 FT.²±



② - PERMANENT PUBLIC UTILITY
EASEMENT 856 FT.²±



③ - TEMPORARY CONSTRUCTION
EASEMENT 856 FT.²±



④ - TEMPORARY EASEMENT FOR
ROAD APPROACH 226 FT.²±

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

FILE NO: 004	SUBMITTAL DATE: 01/31/24	REV'D:
TAX LOT: 00100	ADDRESS: 14667 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-00100

GRANTOR: Laura Samantha Johnston, Casey Dale Johnston

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

KNOW ALL BY THESE PRESENTS, THAT Laura Samantha Johnston and Casey Dale Johnston 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.

IN WITNESS WHEREOF, the Permittee has executed this instrument this 7 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.

[Signature Page(s) Follow]

GRANTOR: Laura Samantha Johnston, Casey Dale Stiva-Vova
 As shown on Page 1 (name of organization or individual property owner(s))

[Signature]
 Signature No. 1

Laura Johnston
 Signer printed name, Title (if any)

[Signature]
 Signature No. 2

Casey Johnston
 Signer printed name, Title (if any)

STATE OF OREGON

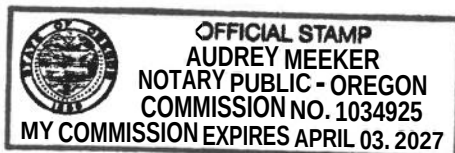
County of Clackamas

This record was acknowledged before me on (date) March 7th, 20 24

by Laura Johnston, Casey Johnston
 Signer's printed name

as Zaranker
 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.

[Signature]
 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 3

File 257180571004

Andrew Silbernagel, PLS DOWL – 1/31/2024

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

Tax Map 22E28AB
Tax Lot 00100

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Parcel 2 – Permanent Public Utility Easement

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EXHIBIT A – Page 2 of 3**File 257180571004**

Andrew Silbernagel, PLS DOWL – 1/31/2024

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

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EXHIBIT A – Page 3 of 3

File 257180571004

Andrew Silbernagel, PLS DOWL – 1/31/2024

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ALSO EXCEPT therefrom Parcel 3.

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REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed | 2024.02.15
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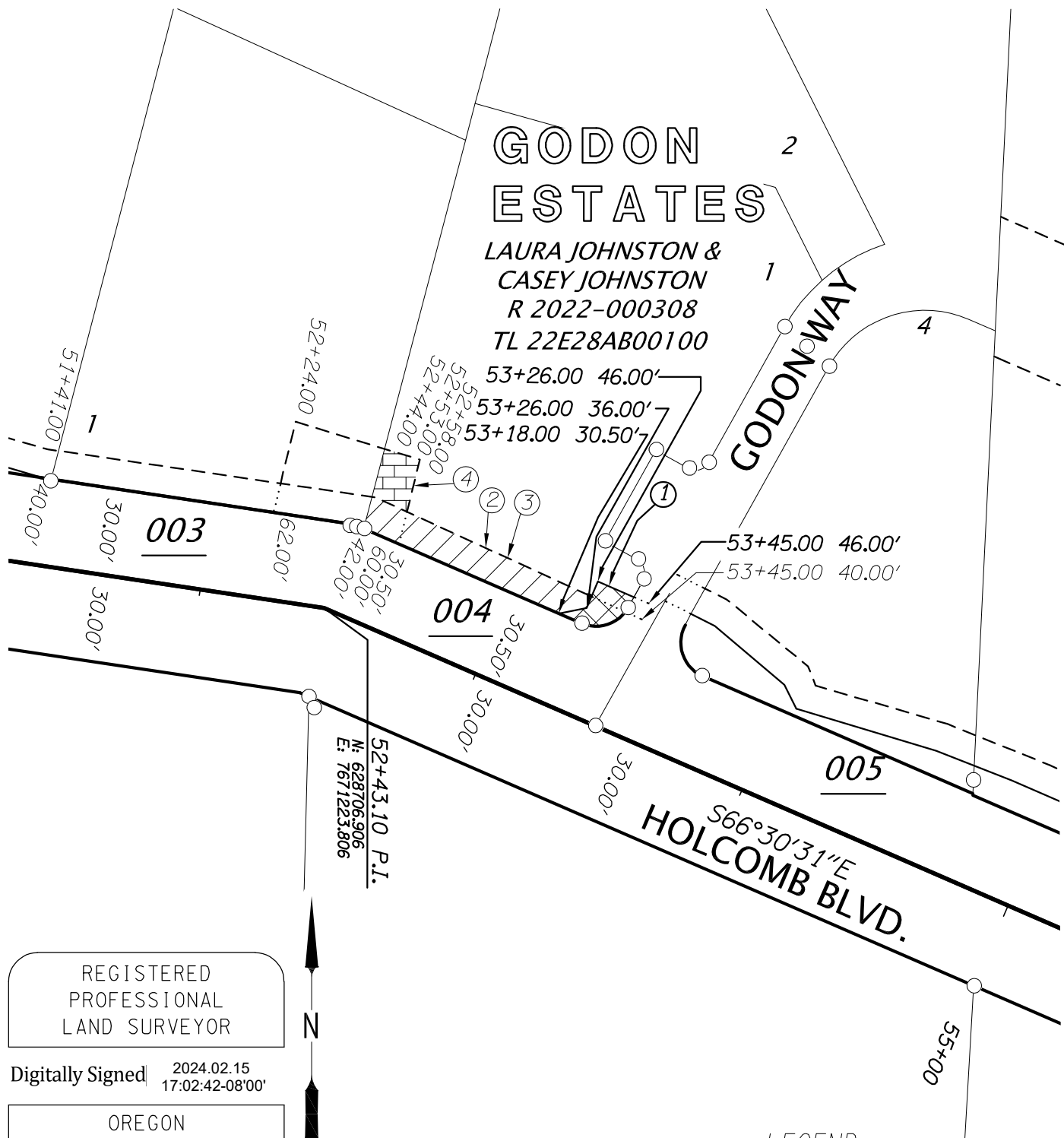
OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024

EXHIBIT "B"

PAGE 1 of 1

Item 7d.



REGISTERED
PROFESSIONAL
LAND SURVEYOR

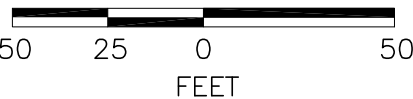
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17:02:42-08'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024



SCALE 1" = 50'



LEGEND



① - RIGHT-OF-WAY DEDICATION
192 FT.²±



② - PERMANENT PUBLIC UTILITY
EASEMENT 856 FT.²±



③ - TEMPORARY CONSTRUCTION
EASEMENT 856 FT.²±



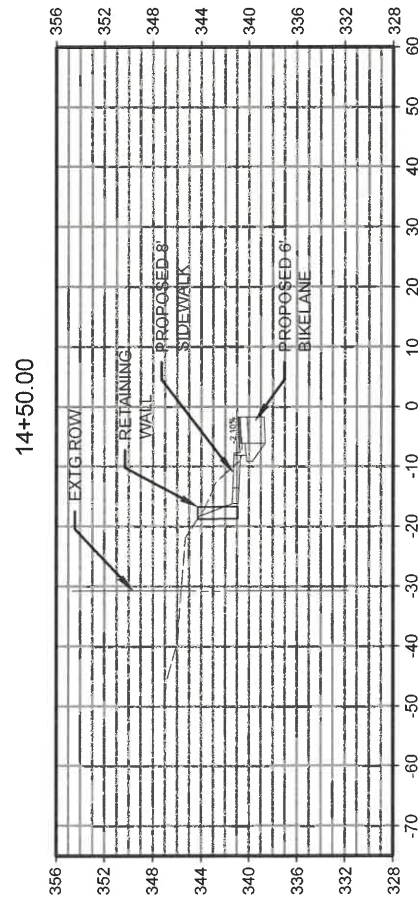
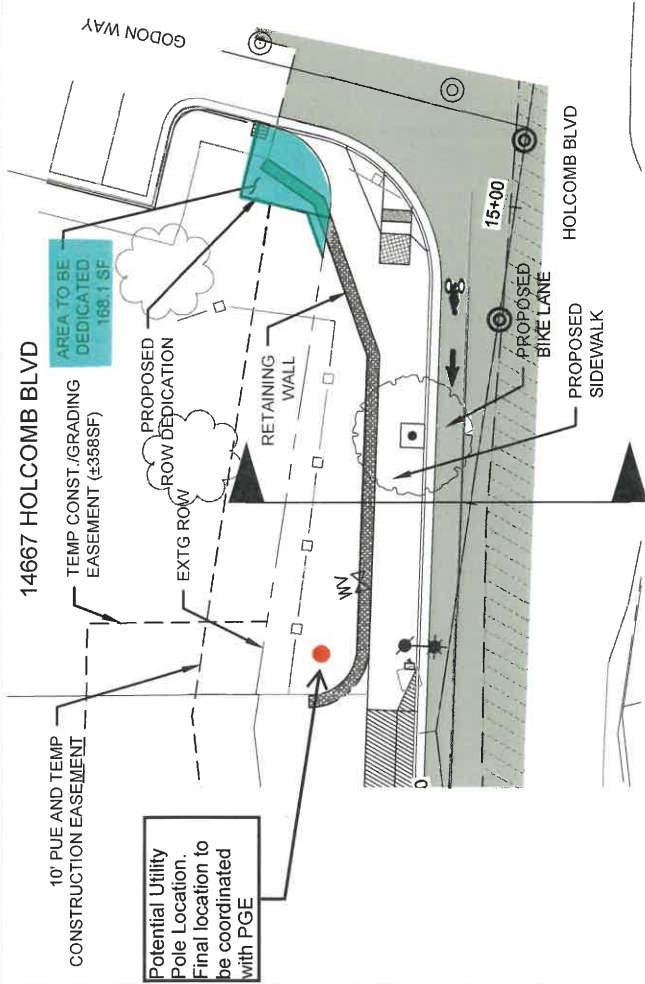
④ - TEMPORARY EASEMENT FOR
ROAD APPROACH 226 FT.²±

Page 53

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

FILE NO: 004	SUBMITTAL DATE: 01/31/24	REV'D:
TAX LOT: 00100	ADDRESS: 14667 HOLCOMB BLVD.	
TAX MAP: 22E28AB	OREGON CITY, OREGON 97405	

Attachment A: 14667 Holcomb Blvd Public Improvement Plan



PROJECT 80571.01
DATE 12/15/2023

HOLCOMB BLVD SRTS SIDEWALK IMPROVEMENT
14667 & 14671 HOLCOMB BLVD
CROSS SECTION EXHIBIT



FIGURE 3

Item 7d.



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: 03/20/2024

SUBJECT:

Deed of Dedication for the Holcomb Boulevard Safe Routes to School Project – Monica and James Hall (14671 Holcomb Boulevard)

STAFF RECOMMENDATION:

Staff recommends that the City Commission adopt a motion accepting the attached Right of Way Dedication, Public Utility Easement, and Obligation & Temporary Construction Area Agreement for 14671 Holcomb Boulevard, also known as Tax Map 2-2E-28AB Lot #00400 and authorize the Mayor and City Recorder to execute them.

EXECUTIVE SUMMARY:

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

BACKGROUND:

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

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

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

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

The City's engineering consultant, DOWL LLC, is wrapping up design of the Holcomb Boulevard Safe Routes to School Project improvements and finalizing the property acquisition needs. The property rights acquired from the Hall property located as shown on 14671 Holcomb Boulevard Improvement Plan includes 979 square feet (SF) Right of Way Dedication, and 10ft Public Utility Easement. In consideration for dedicating the property to the City, the Halls have requested landscaping plantings along their frontage on Holcomb Boulevard.

The project is anticipated to be out to bid in March, with construction beginning in Summer 2024.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$0

FY(s):

Funding Source(s):

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-00400

Streets: Holcomb Blvd

GRANTOR: Monica Hall James Hall

DEED OF DEDICATION

KNOW ALL BY THESE PRESENTS, THAT Monica Hall James Hall, 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 29 day of

February, 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:

Monica Hall James Hall
 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)

February 29, 2024

by

Monica and James Hall

as

n/a

Signer's printed name

Title (write "N/A" if not applicable)

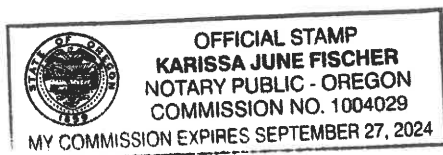
of

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: 9-27-24

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 257180571005

Andrew Silbernagel, PLS DOWL – 1/31/2024

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

Tax Map 22E28AB
Tax Lot 00400

Parcel 1 – Right of Way Dedication

A parcel of land lying in Lot 4, GODON ESTATES, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to James M. Hall and Monica M. Hall, in that Warranty Deed – Statutory Form recorded March 15, 2007 as Document No. 2007-022297, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northeasterly side of the center line of Holcomb Boulevard, which center line is described as follows:

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

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

Station	to	Station	Width on Northeasterly Side of Center Line
53+50.00		53+69.00	49.00 in a straight line to 48.00
53+69.00		53+99.00	48.00 in a straight line to 39.00
53+99.00		54+06.00	39.00 in a straight line to 33.00
54+06.00		54+56.00	33.00 in a straight line to 39.00
54+56.00		54+84.00	39.00 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 979 square feet, more or less, outside the existing right of way.

Parcel 2 – Permanent Public Utility Easement

A parcel of land lying in Lot 4, GODON ESTATES, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to James M. Hall and Monica M. Hall, in that Warranty Deed – Statutory Form recorded March 15, 2007 as

EXHIBIT A – Page 2 of 3**File 257180571005**

Andrew Silbernagel, PLS DOWL – 1/31/2024

Document No. 2007-022297, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northeasterly side of the center line of Holcomb Boulevard, which center line is described in Parcel 1.

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54+04.00		54+09.00	48.00 in a straight line to 43.00
54+09.00		54+56.00	43.00 in a straight line to 49.00
54+56.00		54+94.00	49.00 in a straight line to 50.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 1,096 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 Lot 4, GODON ESTATES, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to James M. Hall and Monica M. Hall, in that Warranty Deed – Statutory Form recorded March 15, 2007 as Document No. 2007-022297, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northeasterly side of the center line of Holcomb Boulevard, which center line is described in Parcel 1.

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54+09.00		54+56.00	43.00 in a straight line to 49.00
54+56.00		54+94.00	49.00 in a straight line to 50.00

EXHIBIT A – Page 3 of 3

File 257180571005
Andrew Silbernagel, PLS DOWL – 1/31/2024

EXCEPT therefrom Parcel 1.

This parcel of land contains 1,096 square feet, more or less, outside the existing right of way.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed | 2024.02.15
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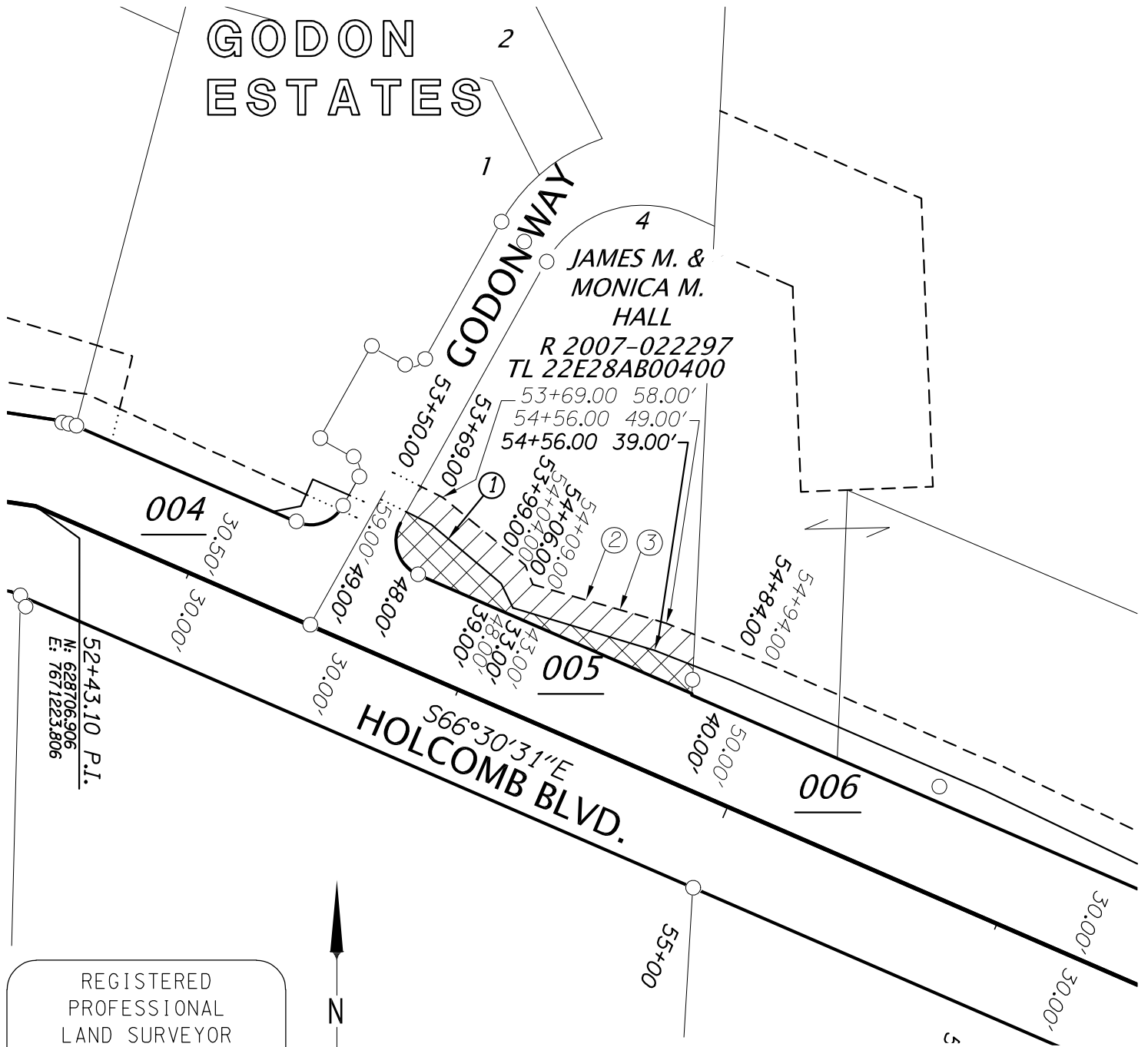
OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024

EXHIBIT "B"

PAGE 1 of 1

Item 7e.

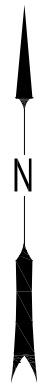


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PROFESSIONAL
LAND SURVEYOR

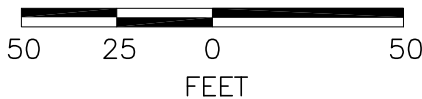
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OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

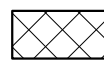
RENEWS: JUNE 30, 2024



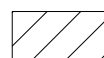
SCALE 1" = 50'



LEGEND



① - RIGHT-OF-WAY DEDICATION
979 FT.²±



② - PERMANENT PUBLIC UTILITY
EASEMENT 1,096 FT.²±



③ - TEMPORARY CONSTRUCT
EASEMENT 1,096 FT.²±

Page 63

HOLCOMB BOULEVARD: SRTS PROJECT

OREGON CITY PROJECT # CL 22-011

FILE NO: 005	SUBMITTAL DATE: 01/31/24	REV'D:
TAX LOT: 00400	ADDRESS: 14671 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-00400

GRANTOR: _____

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

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

[Signature Page(s) Follow]

GRANTOR:

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

Mon Hall
 Signature No. 1

 Signer printed name, Title (if any)

[Signature]
 Signature No. 2

 Signer printed name, Title (if any)

STATE OF OREGON)

County of Clackamas)

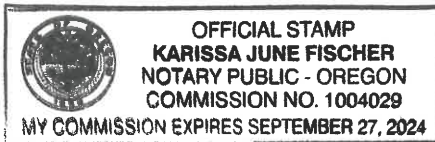
This record was acknowledged before me on (date) February 29, 20 24

by Monica and James Hall
 Signer's printed name

as 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: 9.27.24

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

 By: Denyse McGriff, Mayor

 Attest: Jakob Wiley, City Recorder

EXHIBIT A – Page 1 of 3

File 257180571005

Andrew Silbernagel, PLS DOWL – 1/31/2024

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

Tax Map 22E28AB
Tax Lot 00400

Parcel 1 – Right of Way Dedication

A parcel of land lying in Lot 4, GODON ESTATES, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to James M. Hall and Monica M. Hall, in that Warranty Deed – Statutory Form recorded March 15, 2007 as Document No. 2007-022297, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northeasterly side of the center line of Holcomb Boulevard, which center line is described as follows:

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

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

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54+56.00		54+84.00	39.00 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 979 square feet, more or less, outside the existing right of way.

Parcel 2 – Permanent Public Utility Easement

A parcel of land lying in Lot 4, GODON ESTATES, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to James M. Hall and Monica M. Hall, in that Warranty Deed – Statutory Form recorded March 15, 2007 as

EXHIBIT A – Page 2 of 3**File 257180571005**

Andrew Silbernagel, PLS DOWL – 1/31/2024

Document No. 2007-022297, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northeasterly side of the center line of Holcomb Boulevard, which center line is described in Parcel 1.

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54+56.00		54+94.00	49.00 in a straight line to 50.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 1,096 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 Lot 4, GODON ESTATES, City of Oregon City, Clackamas County, Oregon and being a portion of that property conveyed to James M. Hall and Monica M. Hall, in that Warranty Deed – Statutory Form recorded March 15, 2007 as Document No. 2007-022297, Clackamas County Deed Records; said parcel being that portion of said property included in a strip of land variable in width and lying on the Northeasterly side of the center line of Holcomb Boulevard, which center line is described in Parcel 1.

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EXHIBIT A – Page 3 of 3

File 257180571005
Andrew Silbernagel, PLS DOWL – 1/31/2024

EXCEPT therefrom Parcel 1.

This parcel of land contains 1,096 square feet, more or less, outside the existing right of way.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed | 2024.02.15
17:05:11-08'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024

Item 7e.

GODON
ESTATES

2

R 2007-022297
TL 22E28AB00400

53+69.00 58.00'
54+56.00 49.00'-
54+56.00 39.00'┐

004

52+43.10 P.I.
N: 628706.906
E: 7671223.806

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed| 2024.02.15
17:05:31-08'00'

OREGON
MAY 12, 2011
ANDREW JOSEPH SILBERNAGEL
#79198

RENEWS: JUNE 30, 2024

SCALE 1" = 50'

50 25 0 50
FEET

006

LEGEND

① - RIGHT-OF-WAY DEDICATION
979 FT.²±

② - PERMANENT PUBLIC UTILITY
EASEMENT 1,096 FT.²±

③ - TEMPORARY CONSTRUCT
EASEMENT 1.096 FT.² ±

Page 70

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

FILE NO: 005	SUBMITTAL DATE: 01/31/24	REV'D:
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TAX LOT: 00400	ADDRESS: 14671 HOLCOMB BLVD.
----------------	------------------------------

TAX MAP: 22E28AB OREGON CITY, OREGON 97405

City of Oregon City
14671 Holcomb Blvd Improvements

OBLIGATION AND TEMPORARY CONSTRUCTION AREA AGREEMENT

File No.:

Tax Map & Lot: 2-2E-28AB-00400

Owner: James and Monica Hall

Date: 02/27/2024

The City of Oregon City will ensure that the improvement items listed and agreed upon below and identified in the 14671 Holcomb Blvd Public Improvement Plan (Attachment A) are constructed:

1. Construct public improvements along the frontage of 14671 Holcomb Boulevard.
2. Four (4) new trees shall be planted on the homeowners property (2 Japanese snowbell trees, 1 Chinese Pistache Tree, and 1 Vine Maple Tree).
3. Private utility laterals (e.g. sanitary cleanout and water meter box) will be relocated as well as the mailbox for the property.
4. The existing utility pole located on Holcomb Blvd will be relocated. Final pole locations are unknown at this time, but a potential site is identified on Attachment A.

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 through December 31, 2024.

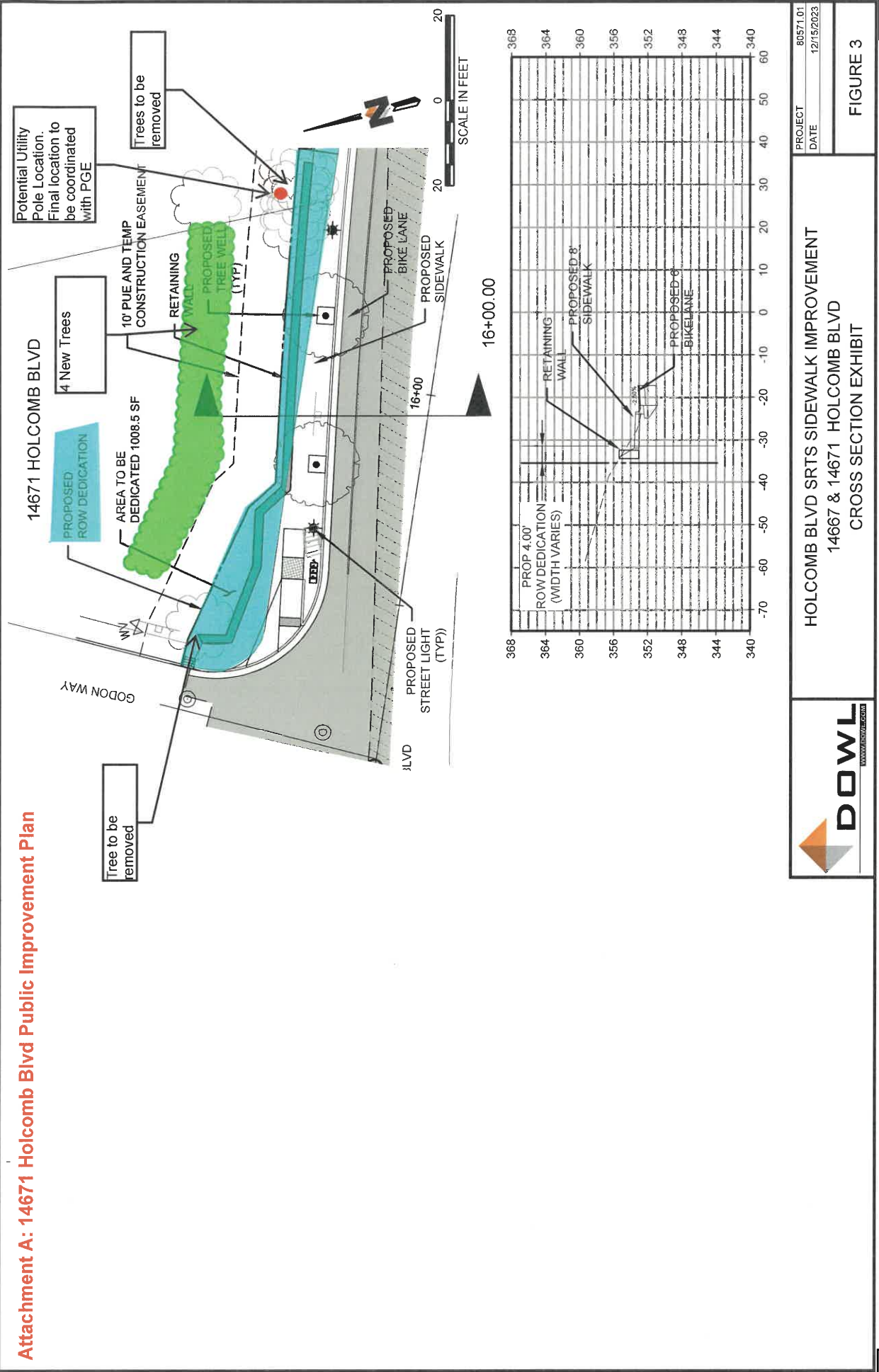
It is understood and agreed that the City of Oregon City's and Grantor's performance of this agreement shall be the consideration for the right of way dedication and 10ft public utility easement between the Grantor and the City of Oregon City.

GRANTOR: Monica Hall JAMES HALL
Monica Hall James Hall
 Signature
Monica Hall + JAMES HALL
 Signer's printed name Title (if applicable)

FOR THE CITY OF OREGON CITY

Monica Hall
 Signature
Monica Hall
 Signer's printed name Title (if applicable)

Attachment A: 14671 Holcomb Blvd Public Improvement Plan





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: 03/20/2024

SUBJECT:

Deed of Dedication for the Holcomb Boulevard Safe Routes to School Project – Jeffrey Jones (14737 Holcomb Boulevard)

STAFF RECOMMENDATION:

Staff recommends that the City Commission adopt a motion accepting the attached Right of Way Dedication, Public Utility Easement, and Obligation & Temporary Construction Easement for 14737 Holcomb Boulevard, also known as Tax Map 2-2E-28AB Lot #00700 and authorize the Mayor and City Recorder to execute them.

EXECUTIVE SUMMARY:

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

BACKGROUND:

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

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

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

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

14737 Holcomb Blvd abuts the currently under construction Serres Farm subdivision. Due to the timing of the SRTS design schedule and the construction of Serres Farm, coordination between the City and Icon Construction occurred to pinpoint the needed right-of-way along 14737 Holcomb to ensure that both projects would align correctly. The following property rights acquired from the Jones property located as shown on 14737 Holcomb Boulevard Improvement Plan includes 346 square feet (SF) Right of Way Dedication, and 10-foot Public Utility Easement. In consideration for dedicating the property to the City, Mr. Jones has requested modifications to their driveway slope.

The project is anticipated to be out to bid in March, with construction beginning in Summer 2024.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$0

FY(s):

Funding Source(s):

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-00700

Streets: Hobart Blvd.

GRANTOR: JEFF JONES

DEED OF DEDICATION

KNOW ALL BY THESE PRESENTS, THAT JEFF JONES, 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).

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 27th day of

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

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

Jeff Jones
 Signature No. 1

JEFF JONES
 Signer's printed name Title (if applicable)

Signature No. 2

Signer's printed name Title (if applicable)

STATE OF OREGON)

County of Clackamas)

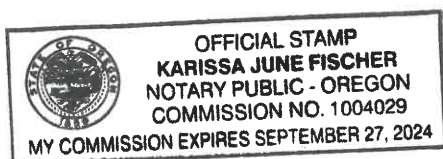
This record was acknowledged before me on (month & day) February 27, 2024

by Jeff Jones, as n/a
 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: 9-27-24

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

Insert "Exhibit A" and "Exhibit B" on separate subsequent sheets.

Exhibit A Is A legal description provided by a Professional Land Surveyor, stamped with their seal, and having a 1/8th-Inch or larger font size (8.5-inch by 11-inch page).

Exhibit B is a recording quality property map having a 1/8th-inch or larger font size (8.5-inch by 11-inch page is preferred).

NOTE:

Please remit the required processing and recording fee with this document submittal.

Photostatic copies of reduced tax maps may not meet the above described map requirements – verify with the Clackamas County Recorder.

All pertinent documents must be approved and processed by the City of Oregon City prior to the recording of partition & subdivision plats by the Clackamas County Surveyors Office – allow ample time for the City to process this document.



CENTERLINE CONCEPTS
LAND SURVEYING, INC.

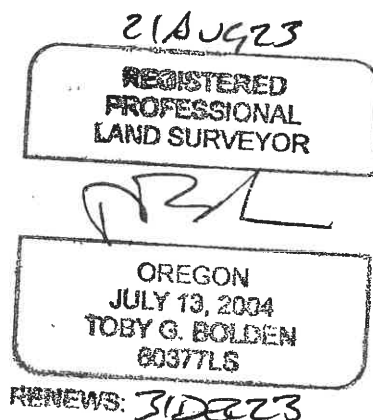
19376 Molalla Avenue, Ste. 120, Oregon City, OR 97045
P. 503-650-0188 F. 503-650-0189

Exhibit "A"
Right of Way
Dedication
Legal Description

A variable width portion of that tract of land conveyed by deed recorded as Document No. 98-032531, Clackamas County Deed Records, located in the Northeast one-quarter of Section 28, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, County of Clackamas, State of Oregon, being more particularly described as follows:

BEGINNING at a 5/8" iron rod with a red plastic cap marked "CENTERLINE CONCEPTS" found at the southwest corner of Parcel 1, Partition Plat No. 2022-046, Clackamas County Plat Records, being on the north right of way line of Holcomb Boulevard, also being 30.00 feet north of the centerline thereof, when measured at right angles; thence, along said north right of way line, North 66°30'02" West, 124.14 feet to the southeast corner of that tract of land conveyed by deed recorded as Document No. 2016-074806, Clackamas County Deed Records; thence, along the east line thereof, North 02°57'55" East, 1.68 feet; thence South 67°37'50" East, 123.24 feet to the west line of said Parcel 1, Partition Plat No. 2022-046; thence, along said west line, South 02°44'59" West, 4.28 feet to the **POINT OF BEGINNING**.

Contains 346 square feet, more or less.

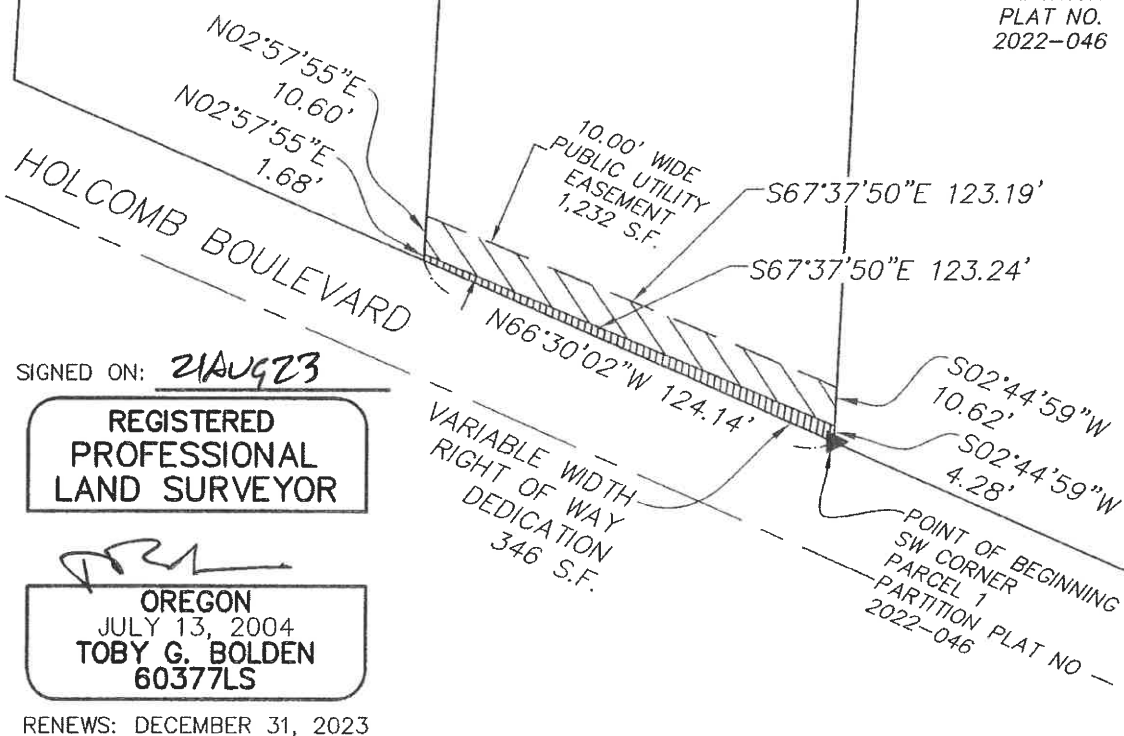




DOCUMENT NO.
2016-074806

DOCUMENT NO.
98-032531

PARCEL 1
PARTITION
PLAT NO.
2022-046



SIGNED ON: 21AUG23

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 2004
TOBY G. BOLDEN
60377LS

RENEWES: DECEMBER 31, 2023

CLIENT: ICON
ORIG. DATE: 21AUG23
DRAWN BY: TGB
SHEET No. 1 OF 1

EXHIBIT 'B'
RIGHT OF WAY AND EASEMENT
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON
Scale: 1"=50'

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

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-281B-00700

GRANTOR: JEFF JONES

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

KNOW ALL BY THESE PRESENTS, THAT JEFF JONES, 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).

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.

IN WITNESS WHEREOF, the Permittee has executed this 27th day of February, 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: JEFF JONES
 As shown on Page 1 (name of organization or individual property owner(s))

Jeff Jones
 Signature No. 1

JEFF JONES
 Signer printed name, Title (if any)

Signature No. 2

Signer printed name, Title (if any)

STATE OF OREGON)

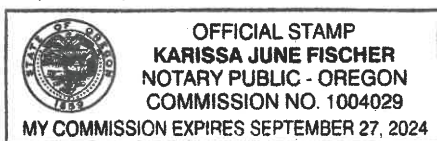
County of Clackamas)

This record was acknowledged before me on (date) February 27, 20 24

by JEFF JONES
 Signer's printed name

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

Stamp notary seal:



WITNESS my hand and official seal.

Karissa June Fischer
 Signature of Notary Public
 My commission expires: 9.27.24

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

By: Denyse McGriff, Mayor

Attest: Jakob Wiley, City Recorder



CENTERLINE CONCEPTS
LAND SURVEYING, INC.

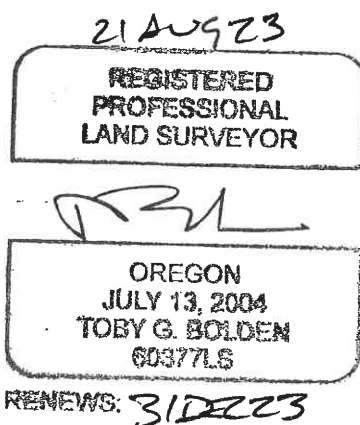
19376 Molalla Avenue, Ste. 120, Oregon City, OR 97045
P. 503-650-0188 F. 503-650-0189

Exhibit "A"
Easement
Legal Description

A 10-foot wide strip of land being a portion of that tract of land conveyed by deed recorded as Document No. 98-032531, Clackamas County Deed Records, located in the Northeast one-quarter of Section 28, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, County of Clackamas, State of Oregon, being more particularly described as follows:

BEGINNING at a point on the west line of Parcel 1, Partition Plat No. 2022-046, Clackamas County Plat Records, which bears North 02°44'59" East, 4.28 feet from a 5/8" iron rod with a red plastic cap marked "CENTERLINE CONCEPTS" found at the southwest corner of said Parcel 1; thence, North 67°37'50" West, 123.24 feet to the east line of that tract of land conveyed by deed recorded as Document No. 2016-074806, Clackamas County Deed Records; thence, along said east line, North 02°57'55" East, 10.60 feet; thence South 67°37'50" East, 123.19 feet to the west line of said Parcel 1, Partition Plat No. 2022-046; thence, along said west line, South 02°44'59" West, 10.62 feet to the **POINT OF BEGINNING**.

Contains 1,232 square feet, more or less.

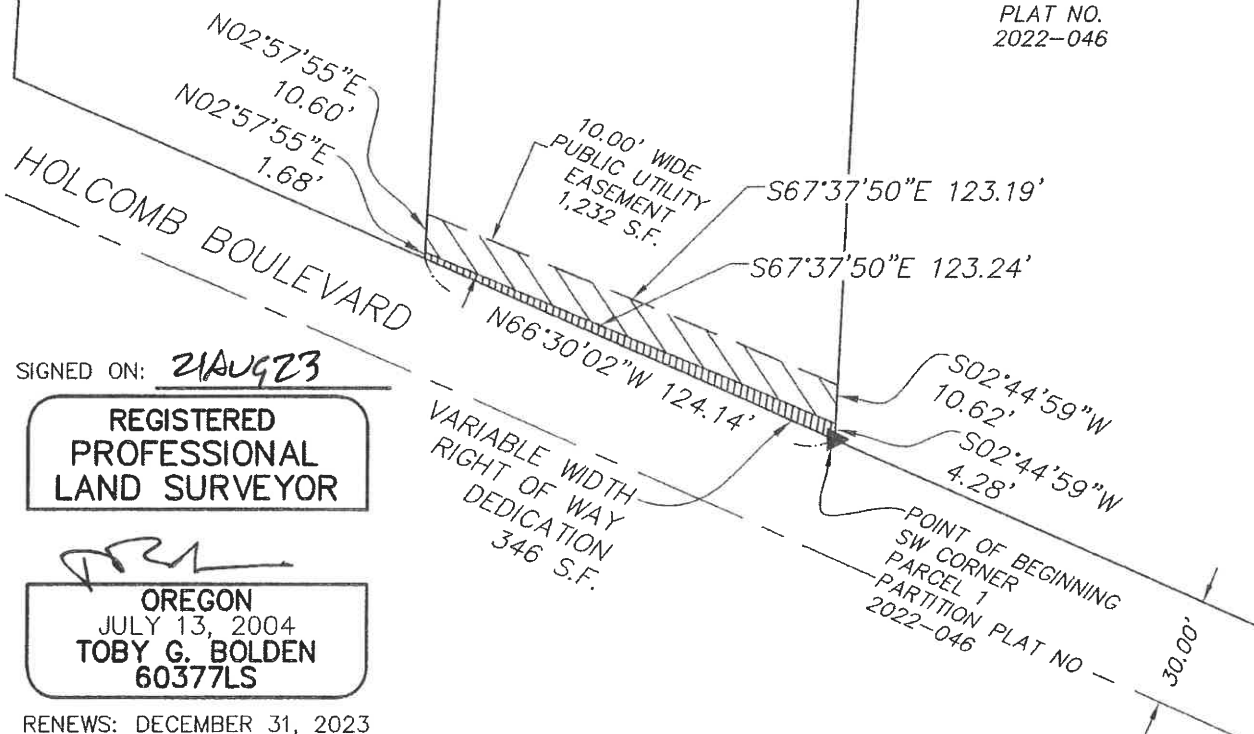




DOCUMENT NO.
2016-074806

DOCUMENT NO.
98-032531

PARCEL 1
PARTITION
PLAT NO.
2022-046



SIGNED ON: 21AUG23

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 2004
TOBY G. BOLDEN
60377LS

RENEWES: DECEMBER 31, 2023

CLIENT: ICON
ORIG. DATE: 21AUG23
DRAWN BY: TGB
SHEET No. 1 OF 1

EXHIBIT 'B'
RIGHT OF WAY AND EASEMENT
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON
Scale: 1"=50'

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

City of Oregon City
14737 Holcomb Blvd Improvements

OBLIGATION AND TEMPORARY CONSTRUCTION AREA AGREEMENT

File No.:

Tax Map & Lot: 2-2E-28AB-00700

Grantor: Jeffrey P. Jones

Date: 02/13/2023

The City of Oregon City will ensure that upon dedication of the necessary public right of way and easements by Grantors, the below improvements identified in the 14737 Holcomb Blvd Public Improvement Plan (Attachment A) are constructed by Icon Construction & Development, LLC or their representatives:

1. Construct public improvements along the frontage of 14737 Holcomb Boulevard. These include:

- A Variable width sidewalk with curb and gutter
- (2) Tree well planters
- (2) Town and Country Light Posts
- A modular block retaining wall.
- A marked bicycle lane adjacent to the new sidewalk.

2. Construct a new driveway entrance for 14737 Holcomb boulevard in the same location as the existing driveway. This includes regrading and paving the entrance to approximately 10%-12.3% slope from Holcomb Boulevard to approximately 28-36 feet into the property.

3. Private utility laterals (e.g. sanitary cleanout and water meter box) will be relocated as well as the mailbox currently service the property.

If any of the construction under the terms of this agreement occurs 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. Impacts beyond the identified limits of work will be restored to existing conditions.

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, identified in Attachment B, between the Grantor and the City of Oregon City.

GRANTOR:

Signature

Signer's printed name

Title (if applicable)

FOR THE CITY OF OREGON CITY

Signature

Signer's printed name

Title (if applicable)

SERRES FARMS SUBDIVISION
123 LOT SUBDIVISION
TAX LOTS 500, 2200, 2300
2100, 2200, & 2300
OREGON CITY, OREGON

HOLCOMB CAPITAL IMPROVEMENT GRADING PLAN

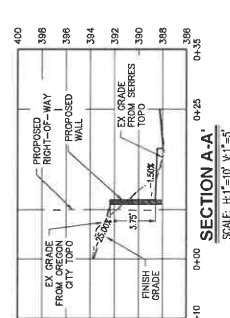
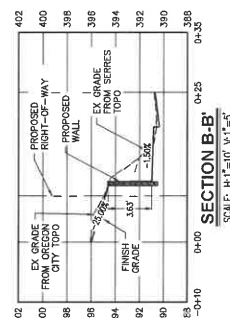
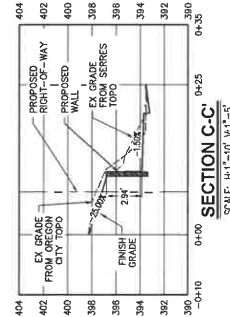
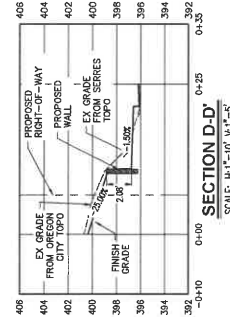
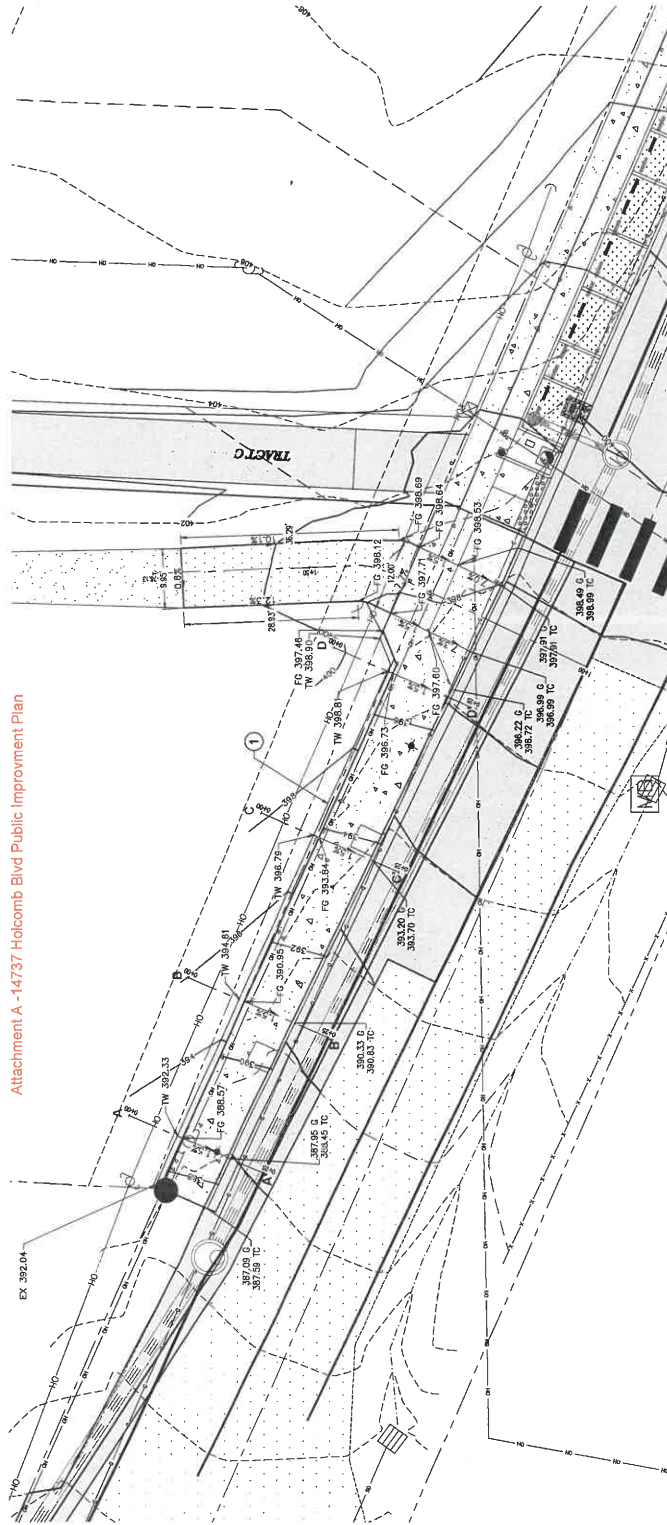
NO.	DATE	DESCRIPTION

EMERIO
ENGINEERING • SURVEYING • DESIGN
4445 NW FALLOUT PLACE, SUITE 100
PORTLAND, OREGON 97209
TEL: 503.444.8117
FAX: 503.444.8182
www.emeriodesign.com



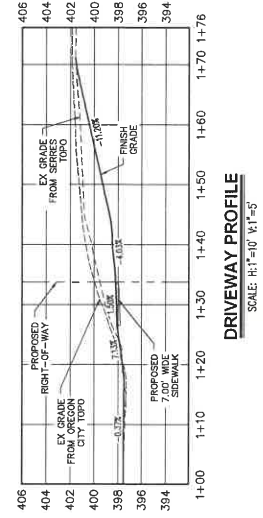
14.1
83
SHEET

Item 7f.



CONSTRUCTION NOTES:

- INSTALL KEystone RETAINING WALL BROADSTONE 8" ROCKFACE WITH 4" CAP STONE, LIGHT GREY IN COLOR.



Attachment A - 14737 Holcomb Blvd Public Improvement Plan



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** March 20, 2024
From: Pete Walter, Planning Manager

SUBJECT:

Friends of Trees Contract 2024-2025

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve the contract with Friends of Trees for 2024-2025.

EXECUTIVE SUMMARY:

Friends of Trees has provided a proposal, scope of work, and corresponding cost estimate to the City of Oregon City (the City) to conduct community tree planting in Oregon City neighborhoods during the 2024-2025 planting season.

The value of the project is \$62,952.18, and would support outreach, volunteers, expert crews, event management, planting and care for up to 140 trees. The partnership with FOT is supported by the City's tree replacement/ mitigation fund.

The focus of the planting projects is to maintain and increase tree canopy cover throughout the city, by planting appropriate trees within public rights-of-way as well as in residential yards across neighborhoods within Oregon City limits. Urban tree canopy is a valuable resource to communities for a multitude of reasons, some of the most notable being: stormwater retention, shade and its associated cooling effects, improved air quality, enhanced neighborhood aesthetics, improved wildlife habitat, and increased property values.

The activities support by this contract help achieve the Commission's goal:

Goal 7 Protect and preserve our environmental and natural resources for a healthy, sustainable community;

7.1 Focus efforts on preserving and protecting the City's Tree Canopy

BACKGROUND:

Please refer to the attached FOT proposal for further details.

OPTIONS:

1. Approve the contract with Friends of Trees for 2024-2025 and authorize the Mayor to sign the contract.
2. Do not approve the contract with Friends of Trees for 2024-2025.

BUDGET IMPACT:

Amount: \$62,952.18

FY(s): 2023-2025 biennium

Funding Source(s): The revenue line-item Tree Replacement/ Mitigation Fee supports the contract amount. (220-410-4424)

PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **Friends of Trees**. ("Contractor").

RECITALS

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

B. Contractor 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, unless sooner terminated pursuant to provisions set forth below, shall be from the date the contract is fully executed to **June 30, 2025**. In addition, the City shall have an option to extend the services for an additional one year at the City's sole discretion. Any termination of this Agreement 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 Contractor's performance that has not been cured.

2. **Compensation.** City agrees to pay Contractor on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed sixty-two thousand, nine-hundred and fifty-two dollars and eighteen cents (**\$62,952.18**).

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

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

To the City:

City of Oregon City
695 Warner Parrott Rd
Oregon City, Oregon 97045
Attention: Community Development Director

Bateman Seidel Miner Blomgren Chellis & Gram,

With a Copy to:

P.C.
1000 SW Broadway, Suite 1910, Portland, OR 97205
Attention: William Kabeiseman

To Contractor:

Friends of Trees
3117 NE MLK Blvd.
Portland, OR 97212
Attn: Megan Van de Mark

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

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

8. Schedule. The components of the project described in the Scope of Services shall be completed according to the following schedule:

- (a) Conduct community tree planting projects and tree pruning education workshops in Oregon City neighborhoods during the 2024-2025 planting season.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of March, 2024.

CONTRACTOR

CITY OF OREGON CITY

By: 
Megan Van de Mark

Title: Deputy Director, FOT

DATED: March 11, 2024

By: _____
Denyse C. McGriff

Title: Mayor, City of Oregon City

DATED: _____

Friends of Trees (FOT) is pleased to provide the following proposal and corresponding cost estimate as a program proposal and scope of work to the City of Oregon City (the City) to conduct community tree plantings within city neighborhoods during the 2023-25 planting seasons.

ORGANIZATIONAL BACKGROUND

FOT is a 501c3 nonprofit and has been the premier community tree planting organization in Oregon's Willamette Valley and in SW Washington since 1989. Our mission is to bring people together to plant and care for city trees and green spaces across the Pacific Northwest through our Neighborhood Trees and Green Spaces planting programs. We engage residents, students, and civic and community organizations in taking an active role in improving the health of their local watersheds and in creating healthier, more livable communities through planting and caring for trees together. So far, we have coordinated the planting of nearly a million trees, native shrubs, and flowering plants with thousands of volunteers in 19 cities ranging north to Vancouver and south to Eugene.

In a typical season, the Neighborhood Trees (NT) program plants over 2,000 large stock trees along streets, in yards and in community and public spaces, prunes over 1,000 young street trees, and engages with over 4,000 volunteers per year. This work is in collaboration with municipalities, businesses, foundations, and individuals towards common goals. Our relationships with these entities are strong and continue to grow with time. We emphasize clear and open communication to ensure that we are meeting both internal and external goals.

FOT's successful coordination of community tree plantings in Oregon City since 2015, planting 782 trees engaging many hundreds of volunteers demonstrates that we are uniquely qualified to undertake this project. FOT's nationally recognized programs connect people to nature and communities by conducting safe, fun, and effective volunteer events throughout the year. FOT offers volunteers the opportunity to participate and meet neighbors on planting day, reaching a diverse range of communities. All volunteers learn about proper tree planting and care and can participate at greater levels if they choose. Key volunteers receive additional training and education about the importance of a healthy environment, tree biology, proper planting and pruning techniques, community organizing, as well as long-term care and maintenance of planted sites. FOT can also communicate the benefits of this programming and the benefits of trees to elected officials and other leaders in Oregon City.

ORGANIZATIONAL & TEAM QUALIFICATIONS

FOT staff are very experienced in delivering high quality programming and events while juggling multiple projects. Our staff and board team are strong and dedicated to the work and ensuring that our events are an incredible experience for all volunteers and tree recipients. We work with many different municipalities and partners each year and are able to meet all goals with clear communication, timelines, and division of tasks among staff. FOT is ready and committed to this project and to the future of a healthy and revitalized urban forest and engaged community members in Oregon City. Additionally, our model is focused on community engagement, and in a typical year, we rely on community members to support planting day logistics. This enables us to manage the larger project with ease. It also creates long-term community tree stewards and advocates.

Our project management style is team based and collaborative. The Neighborhood Trees manager oversees the programmatic goals for the program, works with the Neighborhood Trees and Volunteer and Outreach teams to

track and meet partner goals, and coordinates the event and team work schedule to ensure trees are planted, cared for and maintained effectively and efficiently.

Neighborhood Trees Specialists work together as a team to plan, coordinate and implement events. We plan out our event schedule 4-6 months in advance and assign specific staff to lead and support each planting; the primary focus of those assigned to an event is to coordinate the details from start to finish, with the support of the larger NT team, manager, and key volunteers. The lead staffer oversees and guides the outreach, communicates with tree recipients and volunteers, engages closely with municipal and community partners for the event and executes the planting/pruning event by serving as the lead coordinator on the day of the event responding to tree recipient and volunteer questions and calls. This dedicated staff person is regularly monitoring our tree and volunteer sign up numbers to ensure we are on track to meet our goals each year. These topics are also discussed during the weekly team meetings and one-on-one meetings with the NT Manager.

One or more additional staffers support the event by ensuring trees arrive at the staging site and recipients' homes, organize and pack tools and supplies, and serve as a coordinator for the field portion of the event. Lastly, Field Technicians support the event by confirming planting locations, pre-digging starter holes and following up to plant, mulch and prune, as needed, post-event.

We have a strong staff team with a diversity of educational and lived experience. Veteran staff have up to 10 years of on the ground tree planting and event planning experience, and newer team members bring a fresh perspective to programming. We strive to be thoughtful, responsive and adaptive in our programming and to develop and implement new ideas and protocols collaboratively. Our staff team has education and experience in community and urban forestry, arboriculture, tree removal and replacement, equitable program delivery, natural area restoration, community engagement, fostering partnerships, volunteer recruitment and management, event management, youth education, development and communications, customer relations, GIS mapping, urban planning and data management. Our staff members also have various language skills, the most common being Spanish. We have nine ISA certified arborists and a licensed landscape construction professional on staff. We have strong relationships with local nurseries who provide high quality tree stock for our programs.

PREVIOUS WORK

Oregon City - Tree Planting, Pruning, and Educational Programs

FOT has hosted planting events in Oregon City for the past seven planting seasons. Since April 2015, we have worked with over 600 volunteers, donating over 2400 hours of their time (a \$60,000 value), to plant 782 trees throughout Oregon City neighborhoods with an over 95% survival rate. These events were advertised to thousands via individual conversations, door hangers, posters, print and social media, community events and yard signs throughout the community. After the 2021 ice storm, the Tree Recovery Program was created to help replenish the urban tree canopy cover. 200+ trees were planted each planting season from the fall of 2021 to the spring of 2023. We have also planted trees on school grounds with students and teachers, supported City Arbor Day events and most recently, hosted a pruning workshop at Chapin Park—educating 50 homeowners about proper young tree care. Additionally we pruned trees in the Tower Vista, Hillendale, Caufield, Gaffney Lane, and McLoughlin neighborhoods at multiple events throughout our 2021-22 planting season. The Metro Community Enhancement grant allowed us to prune hundreds of young trees that same planting season and host another pruning workshop in September of 2021. In December 2023, we had our biggest volunteer turnout yet in Oregon City! Dozens of volunteers—both individuals and members of groups like Kiewit and Oregon City High School National Honors Society—came together to plant almost 90 trees. This planting was open to residents in the McLoughlin, Park Place, Elyville, Canemah, Two Rivers, South End, and Holcomb neighborhoods. Volunteers

gathered after to enjoy a potluck donated by tree recipients. 2024 kicked off with a tree pruning workshop at Tyrone S Woods Park. 20+ Oregon City residents gathered at the park to learn proper pruning techniques from one of our long time volunteers who is a skilled arborist. They got lots of hands-on experience while pruning the trees at the park. Our trained pruning leaders pruned many trees in the neighborhoods surrounding the park a month after the workshop. One more pruning event is scheduled in Oregon City in March.

SCOPE OF SERVICES & PROJECT APPROACH

The focus of this planting project is to increase canopy coverage along public rights-of-way and in residential yards within Oregon City, continuing to focus efforts on those areas and properties impacted by the 2021 winter ice storm, as well as expand our reach throughout the city. The FOT Neighborhood Trees (NT) program team will execute this planting project. The ways in which FOT connects with local residents to plant and steward their urban forest sets us apart from contractors or other tree planting organizations. FOT's planting events are premised on bringing local community members together to learn how to plant trees properly and to make their neighborhoods richer, healthier places together. We work with the City and field team to identify property owners interested in planting, and then assist property owners in selecting trees suitable to their conditions. To accomplish this, we have developed a sophisticated online ordering system to make the process of planting with FOT as information rich and as easy to use as possible. We also continue to work with tree recipients after their trees have been planted to provide establishment mentoring and assistance. Further, our planting model is founded on employing professional staff to recruit and organize community volunteers, thus ensuring high quality, well-attended events. To this end, we provide all of the trees, tools, materials, and guidance necessary for our projects.

With the project goal of planting **140** new urban trees, FOT will organize and lead least 2 volunteer planting events through delivery of the following:

Neighborhood Trees Cost Estimate: 2024-25				
NT Cost Estimate Contract				
Personnel Expenses				
NT Program Staff Time	\$ 62.00	hour	100	\$ 6,200.00
Manager & Director Time	\$ 67.00	hour	12	\$ 804.00
Volunteer Coordination	\$ 62.00	hour	10	\$ 620.00
Total Personnel Expenses				\$ 7,624.00
Project Materials Expenses				
Large Stock Trees	\$ 150.00	unit	40	\$ 6,000.00
Mulch	\$ 35.00	yard	4	\$ 140.00
Printed & Electronic Outreach Materials	\$ 1,000.00	unit	1	\$ 1,000.00
Event Fee	\$ 3,500.00	event	1	\$ 3,500.00
Total Project Materials Expenses				\$ 10,640.00
			Subtotal	\$ 18,264.00
			Overhead (10%)	\$ 1,826.40

Total Cost Estimate: Spring 2024				\$ 20,090
Year 2: NT Cost Estimate (FY 2024-2025)				
Personnel Expenses - includes \$0.75 COLA adjustment				
NT Program Staff Time	\$ 62.75	hour	200	\$ 12,550.00
Manager & Director Time	\$ 67.75	hour	15	\$ 1,016.25
Volunteer Coordination	\$ 62.75	hour	20	\$ 1,255.00
Total Personnel Expenses				\$ 14,821.25
Project Materials Expenses				
Printed & Electronic Outreach Materials	\$ 2,000.00	unit	1	\$ 2,000.00
Large Stock Trees	\$ 150.00	unit	100	\$ 15,000.00
Mulch	\$ 36.00	yard	4	\$ 144.00
Event Fee	\$ 3,500.00	event	2	\$ 7,000.00
Total Project Materials Expenses				\$ 24,144.00
			Subtotal	\$ 38,965.25
			Overhead (10%)	\$ 3,896.53
Total Cost Estimate: Year 2				\$ 42,861.78
Total Estimate for 2 year project				\$ 62,952.18

Project Awareness: FOT will implement a variety of outreach strategies depending on the opportunities available and needs of each area. Strategies utilized include: attending community meetings, hanging posters and fliers, and distributing yard signs in visible community locations, canvassing door to door to identify properties with space/need for trees/removal and replacement/pruning, having in-person conversations about the benefits, locations and types of trees offered, mailing to selected properties and/or neighborhoods, utilizing social media and community media networks, attending in-person and/or virtual events, phone calls and emails to confirm interest and support the tree selection, ordering and/or tree removal and replacement process. FOT will serve as the main point of contact throughout the tree planting/replacement process and provide the City with all relevant information post-planting and/or pruning. FOT's arborists on staff are also able to informally assess trees and advise residents about next steps with storm damaged trees based on the City's guidelines.

Securing of Project Sites: Our highest priority will be to support residents replacing street and front yard trees due to ice/snow damage, then to secure locations for new street trees and yards. From the list of addresses of interested parties, the FOT NT staff lead will perform site inspections to collect the following data: appropriate number of street trees for the location and from which tree list the customer may select trees. FOT has created

specific tree lists for customers to choose from based on the “right tree, right place” principle, and considering durability in ice and snow. FOT will provide the list of inspected properties and details to the City for tracking and quality control. All customers will receive a broad list of yard tree options, as well as tree selection and placement assistance. We will coordinate with Oregon City Public to ensure underground utility locations are identified within a reasonable timeframe and will make any necessary location adjustments prior to the tree planting event. FOT proposes to charge a price of \$35 per tree as a nominal buy-in cost by the property owners, however discounts or free trees may be offered under qualifying circumstances.

Volunteer Recruitment: FOT will take the lead on the recruitment of volunteers for planting day, and will work with the City to identify additional project partners or other targeted community groups. We will also recruit local residents to develop/share their leadership skills by training with us to become volunteer crew leaders, event coordinators or summer tree inspectors.

Project Promotion: FOT has a wide communications network through which to promote this planting event. We will use social media, online recruitment tools, and our e-newsletter *Treemail* to promote the project, as well as listing the event on our online and print event calendars. We will invite City staff and elected officials to participate in the planting, and reach out to area schools and other local service organizations to invite these groups to join the fun. The Oregon City logo will be included on all outreach materials pertaining to this event. FOT will also work with the City to capitalize on opportunities for earned media and to generate information/stories for the City’s website, Willamette Falls Media Center, newsletters, and events calendar, and hopes the City will assist in project promotion through their available means. In addition, FOT will pursue additional project support and partnerships within the Oregon City business community.

Safe, Fun, High-quality Events: FOT will coordinate a staging location for the event, including all site and planting crew logistics. We will provide all necessary tools, materials, and leadership for a successful and enjoyable event, and will coordinate refreshments and group gatherings adhering to all state and local COVID-19 safety recommendations. FOT will provide trained, volunteer Crew Leaders to manage the volunteer pool in smaller subgroups to ensure all participants safely and properly install trees. There will always be FOT staff members present during the planting event. City staff and elected officials will be invited to participate in the planting.

All trees will be staked with two wooden stakes for stability and visibility and affixed with FOT tree tags including species identification and basic care instructions. Watering of trees will be the responsibility of adjacent property owners, but FOT will offer reminders and support to residents on proper tree establishment.

Monitoring & Establishment Support: FOT will send watering reminder emails and/or postcards in late spring/early summer to all tree purchasers for the first three years after planting. We recommend watering 10-15 gallons of water per week during this establishment period. To further ensure good establishment, we will recruit and train approximately one volunteer Summer Inspector for every 30 trees planted. Volunteer inspectors visit newly planted trees twice during their first summer and provide feedback to property owners on best tree establishment practices. Summer Inspectors also record tree health and site condition data which is then permanently stored in FOT’s Neighborhood Trees database. FOT will replace any tree that dies within the first summer if it is determined to have been improperly planted or the planting stock was damaged, however, we do not replace trees due to negligence on the part of the property owner, vandalism, or act of God. Data from our summer inspections effort will be made available to the City as part of our final project reporting, along with tree

addresses, species, locations, volunteer numbers, hours, and their projected value, as well as any in-kind donations.

Successful implementation of this project will mean that we've met or exceeded the goal of planting 400-415 trees, supported residents through the tree selection, replacement and planting process, tree recipients and the local community are engaged in the planting and care of trees as much, and as safely, as possible considering any COVID-19 guidelines, and the trees planted have a high survival rate and continue as a long-term asset to the community.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

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

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

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

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

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Item 7g.

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Arbitration.

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

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

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

**STANDARD CONDITIONS TO OREGON CITY
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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: 03/20/2024

SUBJECT:

Public Improvement Contract with Pioneer Waterproofing Company, Inc for the Cayuse Five Tribute (CI 21-011)

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Public Improvement Contract with Pioneer Waterproofing in the amount of \$99,500 for construction of the Cayuse Five Tribute (CI 21-011).

EXECUTIVE SUMMARY:

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

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

BACKGROUND:

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

The Tribute will be in the existing public park adjacent to the McLoughlin Promenade, a site suggested by the City of Oregon City and agreed upon by the CTUIR and CTGR.

This site's proximity to the places where the five Cayuse men were detained, 'tried' and hanged is of great importance to the CTUIR.

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

On January 3, 2024, the project went through informal procurement for public improvement contracts, in accordance with City and State contracting procedures. Project documents were sent to three qualified contractors with previous or current historical ties to Oregon City. Quotes were due January 24, 2024 and no quotes were received.

The list below includes the companies and quote amounts received for this project:

Pioneer Waterproofing	no bid
Paul Brothers	no bid
Cascade Stoneworks	no bid
Engineer's Estimate	\$97,500

City staff did not receive any bids for the work following informal procurement process as outlined in ORS 279C.335(1)(d). In abiding by City and State procurement procedures City staff reached out to all included bidders to understand the limitations to bidding. Finding project size, timing, and scheduling conflicts as limitations to the procurement process.

Due to the no bid informal procurement process City staff identified cost, schedule, and historical knowledge as essential in a direct appointment contract. The City has chosen Pioneer Waterproofing as the direct appoint contractor aligning City vision with contractor availability. Pioneer Waterproofing has submitted a bid for \$99,500 as a direct appoint.

Construction will occur in the Spring to Summer of 2024 and work is anticipated to be completed by Fall 2024.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$99,500

FY(s): 24/25

Funding Source(s): General Fund

SECTION III A **CONTRACT AGREEMENT**

This Agreement, made and entered into this ____ day of _____, 20____, between the CITY OF OREGON CITY ("CITY"), acting by and through the City Commission and **PIONEER WATERPROOFING COMPANY, INC.** ("CONTRACTOR").

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

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **Cayuse Five Tribute (CI 21-011)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon, dated January 5, 2023 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated April 5, 2023 Prevailing Wage Apprenticeship Rates dated April 5, 2023 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents All items included within these Contract Documents.
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The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be complete within **(60)** days from the authorized start date for On-site work as identified in the Notice to Proceed.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **ninety-nine thousand, five hundred dollars and no cents (\$99,500.00)**.

ARTICLE IV - Warranty and Quality of Work

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

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

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

CITY OF OREGON CITY

By: _____
Anthony J. Konkol III
City Manager

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

Approved as to Legal Sufficiency

By: _____
City Attorney

City Commission Award Date:

PIONEER WATERPROOFING COMPANY, INC

Ryan Anderson
Printed Name

By: Ryan Anderson

Authorized Signature
Project Manager

Title

3/18/24
Date

Address:

14830 SW 72nd Avenue

Tigard, OR 97224

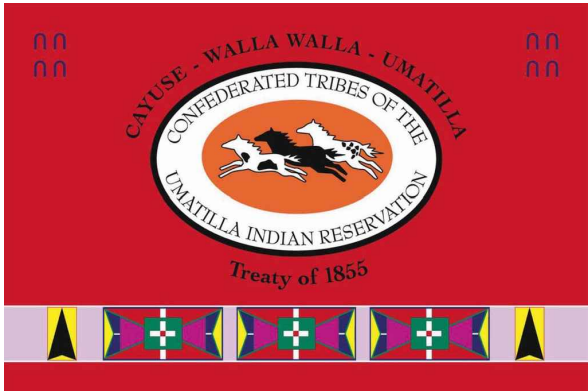
93-0869452

Federal Taxpayer ID Number

CITY OF OREGON CITY

CAYUSE FIVE TRIBUTE

CI 21-011



Item 7h.

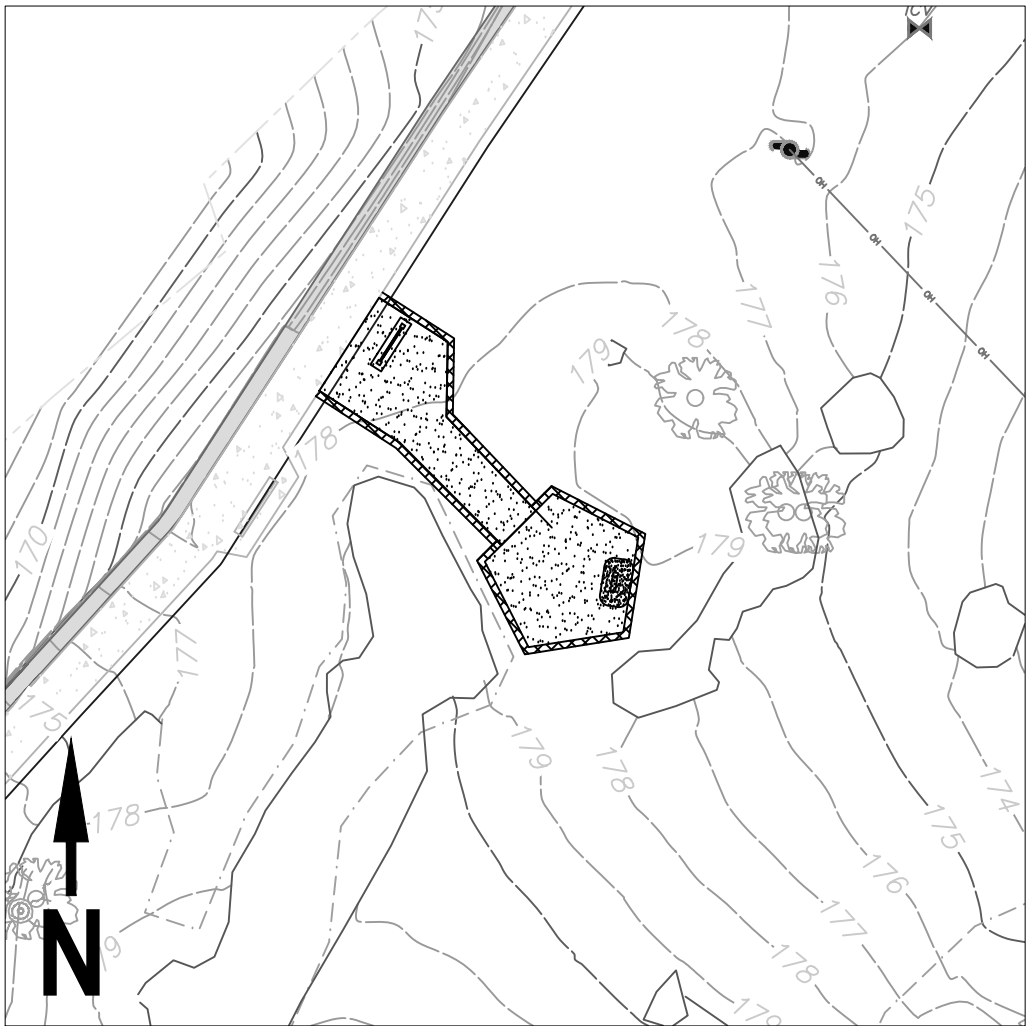
CITY OF OREGON CITY
PUBLIC WORKS
13895 FIR STREET
OREGON CITY, OREGON 97045

CI 21-011
CAYUSE FIVE TRIBUTE
COVER



DRAWN BY SANG PAU

PRINTED: 12/18/23
OC RECORD DRAWING #:
100291.00
DRAWING NUMBER:
Page 107
SHEET 1 OF 6



SITE MAP
SCALE: 1" = 20'

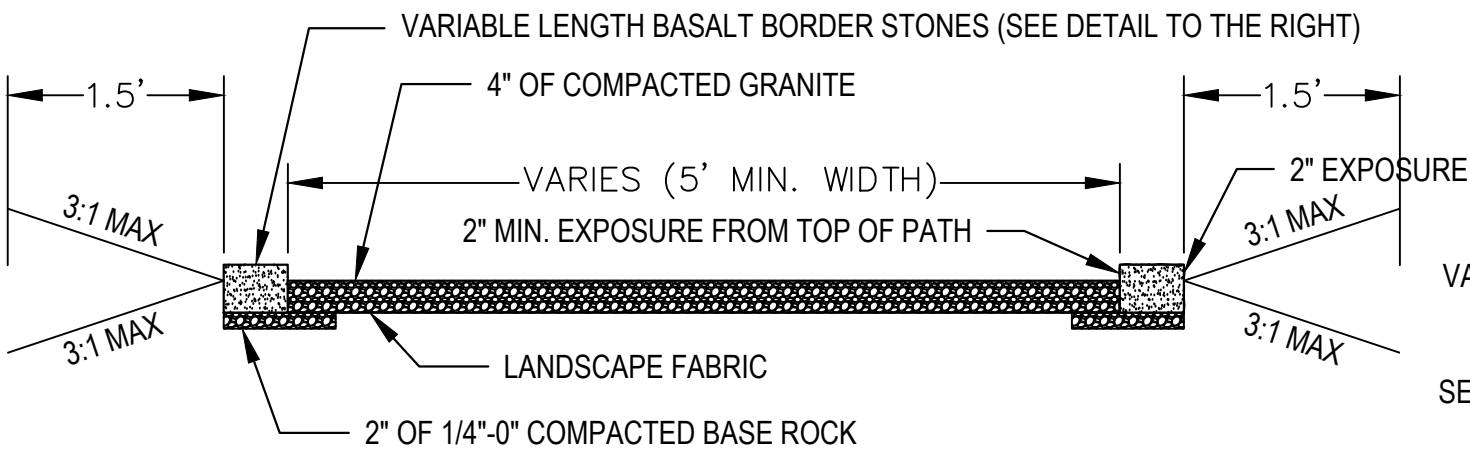


VICINITY MAP

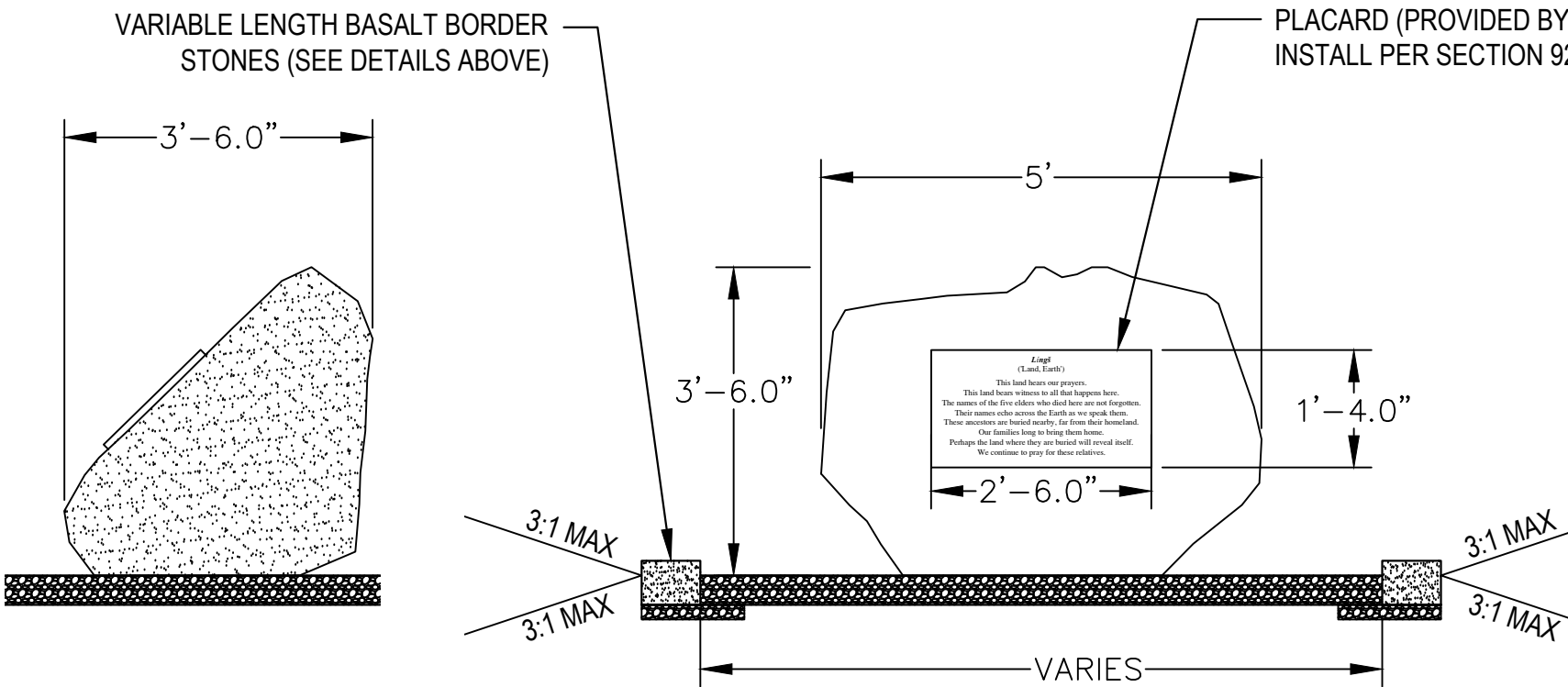
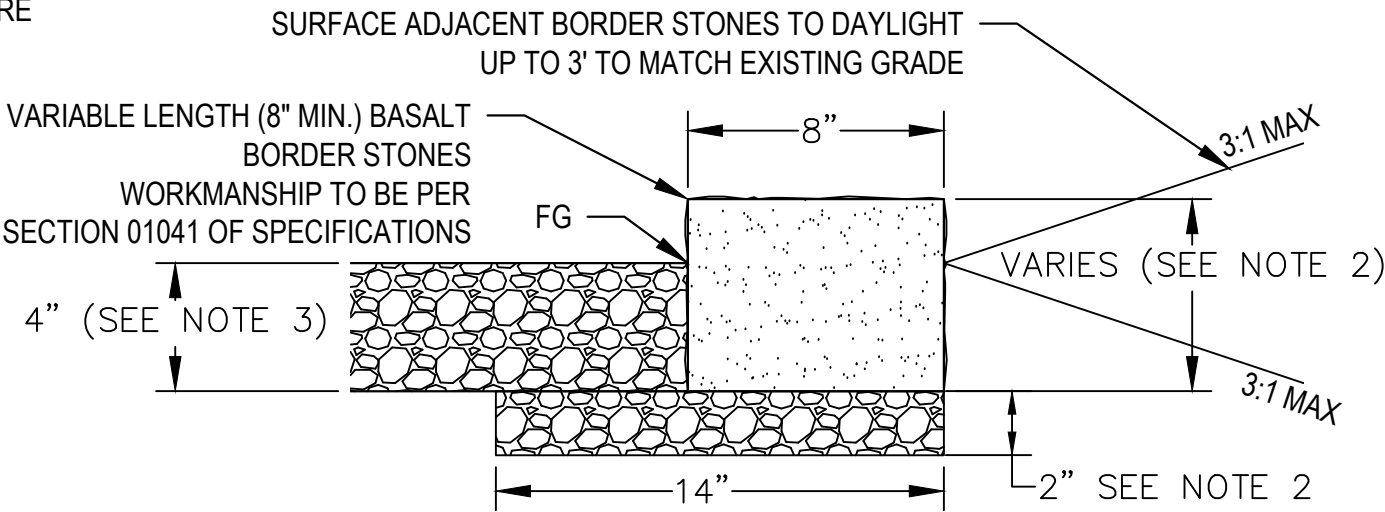
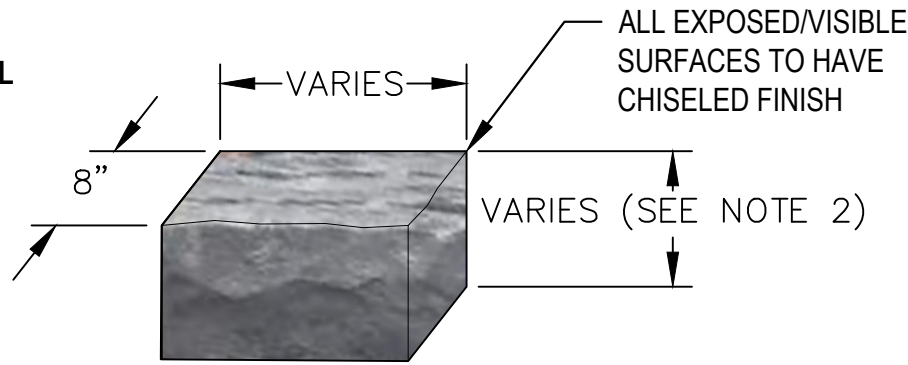
SHEET INDEX	
1	COVER
2	STANDARD NOTES
3	TREE PROTECTION AND CONSTRUCTION MANAGEMENT PLAN
4	SITE PLANS
5	SITE DETAILS
6	SIGN DETAILS

OREGON CITY PROJECT MANAGER:
DANTE POSADAS
EMAIL: dposadas@orc.org
PHONE: 971-204-4630

- NOTES:
- 1. ALL EXCAVATION WITHIN THE CRITICAL ROOT PROTECTION ZONE SHALL BE PERFORMED USING A PNEUMATIC-AIR-EXCAVATION TOOL
 - 2. TYPICAL ROCK DEPTH IS 6"; HOWEVER EXCAVATION SHALL NOT REMOVE TREE ROOTS OR EXISTING BASALT ROCK AND DEPTH SHALL BE REDUCED AS NEEDED.
 - 3. COMPACT TO 95% RELATIVE DENSITY PER AASHTO T-180



TYPICAL GRANITE PATH SECTION
SCALE: NTS



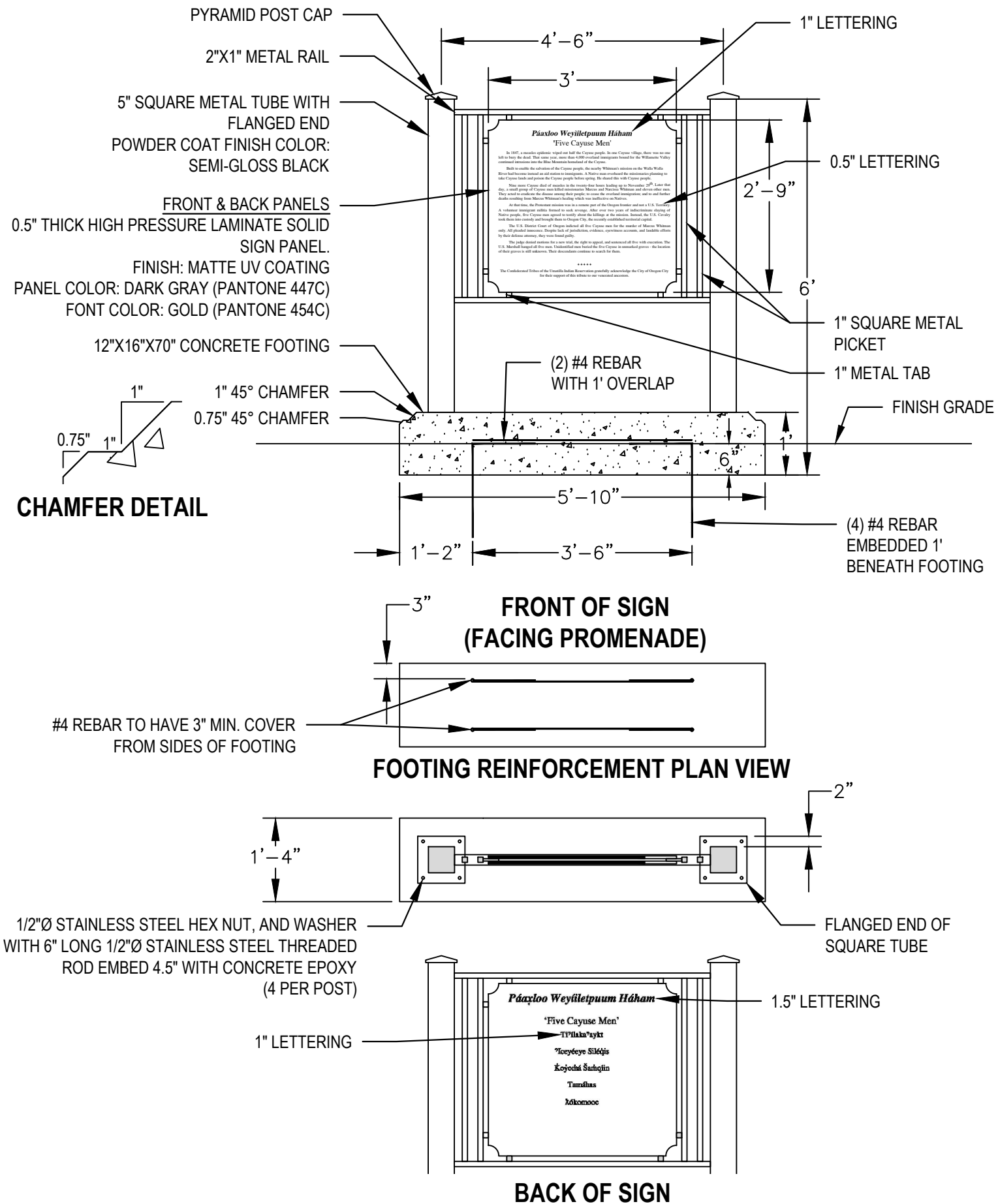
INTERPRETIVE BOULDER
SCALE: NTS

PRAYER ON PLAQUE ON BOULDER

Lings
(‘Land, Earth’)

This land hears our prayers.
This land bears witness to all that happens here.
The names of the five elders who died here are not forgotten.
Their names echo across the Earth as we speak them.
These ancestors are buried nearby, far from their homeland.
Our families long to bring them home.
Perhaps the land where they are buried will reveal itself.
We continue to pray for these relatives.

SIGN COMPONENTS PROVIDED BY OTHERS.
FOOTING AND SIGN COMPONENTS INSTALLED BY CONTRACTOR.



FRONT OF SIGN (FACING PROMENADE)

Páaxloo Weyíletpuum Háham

'Five Cayuse Men'

In 1847, a measles epidemic wiped out half the Cayuse people. In one Cayuse village, there was no one left to bury the dead. That same year, more than 4,000 overland immigrants bound for the Willamette Valley continued intrusions into the Blue Mountain homeland of the Cayuse.

Built to enable the salvation of the Cayuse people, the nearby Whitman's mission on the Walla Walla River had become instead an aid station to immigrants. A Native man overheard the missionaries planning to take Cayuse lands and poison the Cayuse people before spring. He shared this with Cayuse people.

Nine more Cayuse died of measles in the twenty-four hours leading up to November 29th. Later that day, a small group of Cayuse men killed missionaries Marcus and Narcissa Whitman and eleven other men. They acted to eradicate the disease among their people; to cease the overland immigration; and to end further deaths resulting from Marcus Whitman's healing which was ineffective on Natives.

At that time, the Protestant mission was in a remote part of the Oregon frontier and not a U.S. Territory. A volunteer immigrant militia formed to seek revenge. After over two years of indiscriminate slaying of Native people, five Cayuse men agreed to testify about the killings at the mission. Instead, the U.S. Cavalry took them into custody and brought them to Oregon City, the recently established territorial capital.

The U.S. District Court of Oregon indicted all five Cayuse men for the murder of Marcus Whitman only. All pleaded innocence. Despite lack of jurisdiction, evidence, eyewitness accounts, and laudable efforts by their defense attorney, they were found guilty.

The judge denied motions for a new trial, the right to appeal, and sentenced all five with execution. The U.S. Marshall hanged all five men. Unidentified men buried the five Cayuse in unmarked graves - the location of their graves is still unknown. Their descendants continue to search for them.

◆◆◆◆◆

The Confederated Tribes of the Umatilla Indian Reservation gratefully acknowledge the City of Oregon City for their support of this tribute to our venerated ancestors.

BACK OF OF SIGN

Páaxloo Weyületpuum Háham

‘Five Cayuse Men’

Ti'ílaka'aykt

ʔIceyéeye Siléqis

Koyomá Šamqín

Tamáhas

λόκομοος



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 3/20/2024
From: Parks and Recreation Director, Kendall Reid

SUBJECT:

Purchase of Ford Transit for Additional Facilities Maintenance Specialist

STAFF RECOMMENDATION:

Staff recommends the City Commission authorize the purchase of a Ford Transit. The new van will ensure we have enough fleet capacity to support the additional Facilities maintenance Specialist position scheduled for FY23-24.

BACKGROUND:

The Facilities department is currently recruiting a new Facilities Maintenance Specialist but only has 2.5 vehicles for a proposed staffing total of 4 FTE employees. A new work van would enable our new Facilities Maintenance Specialist to respond to staff requests and preventative maintenance work orders at 14 separate sites across the City. The van purchase was not included in the current budget due to the addition of the FTE during the budget hearing process. The Parks Department has worked with the Finance Department and the van purchase will be funded by not transferring the \$54,000 biennial transfer to the Equipment Replacement Fund and rather utilize the funds to purchase the vehicle. This purchase will not impact the long-term stability of the Equipment Replacement Fund.

OPTIONS:

1. Authorize the City Manager to proceed with the purchase of a Ford Transit specified in the quote from Northside Ford
2. Authorize the City Manager to proceed with the purchase with specific modifications.
3. Deny the purchase request. If the Commission chooses to deny the request, please provide staff with direction on how to proceed.

BUDGET IMPACT:

Amount: \$57,693.07
FY(s): FY23-24
Funding Source: 100-195-7054

Prepared for: Dan Hepler
City of Oregon City
Prepared by: SHARON TUCKER
02/22/2024

Facilities
211



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |
972182995

2024 Transit-150 Cargo AWD Low Roof Van 130" WB Base (E2Y)

Price Level: 430 | Quote ID: OC24E2Y

As Configured Vehicle

Code	Description	MSRP	Invoice
Base Vehicle			
E2Y	Base Vehicle Price (E2Y)	\$51,085.00	\$48,531.00
Packages			
101A	Order Code 101A <i>Includes:</i> - Engine: 3.5L PFDi V6 Flex-Fuel Includes port injection and auto start-stop technology. - Transmission: 10-Spd Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. - 3.73 Limited-Slip Axle Ratio - GVWR: 8,670 lbs - Tires: 235/65R16C 121/119 R AS BSW - Wheels: 16" Silver Steel w/Silver Hubcaps Includes exposed lug nuts. - Dark Palazzo Gray Vinyl Bucket Seats Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only. - Vinyl Front Bucket Seats - Radio: AM/FM Stereo Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).	N/C	N/C
Powertrain			
998	Engine: 3.5L PFDi V6 Flex-Fuel <i>Includes port injection and auto start-stop technology.</i>	Included	Included
44U	Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>	Included	Included
STDGV	GVWR: 8,670 lbs	Included	Included
Wheels & Tires			
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included	Included
641	Wheels: 16" Silver Steel w/Silver Hubcaps <i>Includes exposed lug nuts.</i>	Included	Included
Seats & Seat Trim			
V	Vinyl Front Bucket Seats	Included	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Dan Hepler

City of Oregon City

Prepared by: SHARON TUCKER

02/22/2024



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2024 Transit-150 Cargo AWD Low Roof Van 130" WB Base (E2Y)

Price Level: 430 | Quote ID: OC24E2Y

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
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21G	Dark Palazzo Gray Vinyl Bucket Seats	Included	Included
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*Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only.***Other Options**

PAINT	Monotone Paint Application	STD	STD
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130WB	130" Wheelbase	STD	STD
-------	----------------	-----	-----

17B	Fixed Rr Cargo Door & 2nd Row Passenger-Side Glass	\$425.00	\$387.00
-----	--	----------	----------

Includes:

- Rear-Window Defroster
- Rearview Mirror

66C	D-Pillar Assist Handles	\$60.00	\$54.00
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Located on the driver and passenger-side. Due to space requirements, the driver-side handle is deleted if front/rear aux a/c and heater (driver controlled) (57G) is also ordered.

17P	6 Cargo Tie-Down Hooks	\$25.00	\$23.00
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16E	Front & Rear Vinyl Floor Covering	Included	Included
-----	--------------------------------------	----------	----------

Includes wheel well liners.

58U	Radio: AM/FM Stereo	Included	Included
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Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front)

86F	2 Additional Keys (4 Total)	\$75.00	\$69.00
-----	-----------------------------	---------	---------

Includes key fobs.

96D	Load Area Protection Package	\$395.00	\$360.00
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*Includes full-height polypropylene cargo area panels.**Includes:*

- Front & Rear Vinyl Floor Covering
- Includes wheel well liners.

86W	Front All-Weather Floor Mats	\$120.00	\$109.00
-----	---------------------------------	----------	----------

Ford accessory, pre-installed.

Fleet Options

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Dan Hepler

City of Oregon City

Prepared by: SHARON TUCKER

02/22/2024



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2024 Transit-150 Cargo AWD Low Roof Van 130" WB Base (E2Y)

Price Level: 430 | Quote ID: OC24E2Y

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
WARANT	Fleet Customer Powertrain Limited Warranty	N/C	N/C
	Requires valid FIN code.		
	<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>		

Emissions

425	50-State Emissions System	STD	STD
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Upfit Options

VFK4Z16600D20AA	Seat Covers by Covercraft - Front Captains, Charcoal	\$341.50	\$341.50
MR by Cartoys a	Masterack interior upfitting and Prime Design laddder rack	\$5,723.57	\$5,723.57
SUBTOTAL		\$58,250.07	\$55,598.07
Destination Charge		\$2,095.00	\$2,095.00
TOTAL		\$60,345.07	\$57,693.07

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Dan Hepler

City of Oregon City

Prepared by: SHARON TUCKER

02/22/2024



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2024 Transit-150 Cargo AWD Low Roof Van 130" WB Base (E2Y)

Price Level: 430 | Quote ID: OC24E2Y

Pricing Summary - Single Vehicle**MSRP***Vehicle Pricing*

Base Vehicle Price	\$51,085.00
Options	\$1,100.00
Colors	\$0.00
Upfitting	\$6,065.07
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,095.00
Subtotal	\$60,345.07

Pre-Tax Adjustments

Code	Description	MSRP
Delivery	Delivery per contract \$2.50 per mile after 60.	\$0.00
Govt Disc	Government discount	-\$6,244.52
1656	As per state contract #1656	\$0.00
Subtotal		\$54,100.55

Sales Taxes

Code	Description	MSRP
CAT	Corporate Activity Tax	\$216.40

Estimated CAT tax (gross receipts tax) in effect 1/1/20.

Oregon Tax	Oregon Privilege Tax	\$270.50
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Oregon Privilege Tax for all new vehicles and any used vehicles with less than 7500 miles that have not previously been registered in Oregon.

Subtotal	\$54,587.45
-----------------	--------------------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Dan Hepler

City of Oregon City

Prepared by: SHARON TUCKER

02/22/2024



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2024 Transit-150 Cargo AWD Low Roof Van 130" WB Base (E2Y)

Price Level: 430 | Quote ID: OC24E2Y

Pricing Summary - Single Vehicle*Post-Tax Adjustments*

Code	Description	MSRP
CAT Doc 75	Adjustment for CAT on \$75 Doc fee	\$0.30
<i>CAT tax adjustment for doc fee. Tax is to be collected for document processing fee.</i>		
E-Doc	Doc fee for E-Plates	\$75.00
<i>Doc fee for processing E-Plates</i>		
E-RegPlate	Plate and registration for E-Plates	\$31.00
<i>\$25.50 Plate fee \$5.00 Registration</i>		
Title-19	Title fee for vehicles getting 0-19 MPG avg	\$101.00
Subtotal		\$54,794.75
Total		\$54,794.75

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



CITY OF OREGON CITY

CITY COMMISSION SPECIAL MEETING - PLANNING COMMISSION APPLICANT INTERVIEWS

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, January 03, 2024 at 6:00 PM

CONVENE SPECIAL INTERVIEW MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 6:03 PM.

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

STAFFERS: 9 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Human Resources Director Patrick Foiles, Police Captain Shaun Davis, Public Works Director John Lewis, Assistant City Recorder Evan Lee, Community Engagement Specialist Hannah Schmidt

DISCUSSION ITEMS

1. Planning Commission Applicant Interviews

City Commissioners interview the following candidates for the Planning Commission according to the following schedule:

Chris Staggs – 6:00

Shannon Ehleringer – Absent, rescheduled for 01/09/2024

Brandon Dole – 6:30

The following questions were asked of each candidate:

1. *What relevant experiences, skills and abilities have prepared you for the Planning Commission?*
2. *What is the most important goal or purpose of the Planning Commission?*
3. *How would you go about balancing code requirements, possible negative public comments, and your personal opinion with allowing reasonable development to go forward?*
4. *Are you available to read the materials and attend hearings (generally the second and fourth Mondays of each month at 7pm)?*
5. *What are some differences between quasi-judicial hearings and legislative hearings?*

**City Commission Special Meeting - Planning Commission Applicant
Interviews Minutes**

January 03, 2024

6. *What questions do you have for us? Is there anything else you would like us to know?*

2. **Deliberation**

No action was taken.

3. **Commission Selection of Planning Commissioner**

No action was taken.

ADJOURNMENT

Mayor McGriff adjourned the meeting at 6:34 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

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

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

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

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

STAFFERS: 14 - City Manager Tony Konkol, City Recorder Jakob Wiley, Police Chief Shaun Davis, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Human Resources Director Patrick Foiles, Community Engagement Specialist Hannah Schmidt, Finance Director Matt Zook, Public Works Director John Lewis, Information Technology Director Mike Dobaj, Assistant City Recorder Evan Lee, Library Director Greg Williams

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Election and Oath of Office for Commission President for 2024

Motion made by Commissioner Smith, seconded by Commissioner Mitchell, to appoint Commissioner Marl as Commission President for 2024.

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

Mayor McGriff administered the Oath of Office to Commissioner Marl.

4. CITIZEN COMMENTS

Trae Guimont, resident of Oregon City, asked the City to prioritize extending a sewer line into Connie Court due to the aging septic systems. He discussed the costs and how he would rather spend the money on hooking up to City sewer than replacing the septic system.

There was discussion regarding setting up a Local Improvement District.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

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

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

- 7a. OLCC: Liquor License Application – Full On-Premises, Other Public Location for Shattered Oak Brewing (dba The Hive Taphouse), 13851 Beaver Creek Rd., C-104, Oregon City
- 7b. Public Improvement Contract with Trench Line Excavation, Inc. for the Clairmont Area Waterline Replacements Phase 2 Project (CI 22-010)
- 7c. Mountain View Cemetery Veterans Memorial Renovation
- 7d. Mountain View Cemetery – Addition of New Niche Columbarium Wall

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

- 9a. City Commission 4th of July celebration discussion

Commissioner Marl thought the City should have a Fourth of July celebration. He suggested scheduling a concert in the park on the Fourth of July and having activities at the End of the Oregon Trail.

There was discussion regarding doing this as a separate event with a light show and local musicians as well as discussion on funding for the event. There was consensus for staff to look at options and bring back a recommendation. Commissioner Mitchell thought New Year's Eve would be another event opportunity.

- 9b. City Commission Work Session Agenda Items Review

Tony Konkol, City Manager, said there were some items on the Work Session list that had been on the list for some time. He asked for directions on removing or adding items, and re-prioritization.

There was discussion regarding Work Session topics to keep on the list and ones to remove as well as updates from staff on items the Commission needed to address.

10. COMMUNICATIONS**11. City Manager**

- 11a. Annual Comprehensive Financial Report for the Fiscal Year ending June 30, 2023

Matt Zook, Finance Director, discussed the annual financial statements for the fiscal year ending June 30, 2023. The audit was done sooner than last year and received an unmodified opinion, which meant that the financial statements were clean. The report would go to credit rating agencies and creditors. The financial statements would be submitted to the Government Finance Officers Association's certificate of achievement program which the City had received for 12 years. He thanked staff for their work. There was one finding last year about a policy for federal funds. That was implemented in August of 2023. Most

of the funds closed the fiscal year with ending fund balances higher than anticipated. The General Fund had a good ending fund balance of \$1.8 million. Some of those funds were specifically dedicated to projects that would carry over to the next fiscal year. Also, the Urban Renewal District did not levy all of the taxes in its first year, and in the second year it only levied 25% of the maximum allowed, which was a benefit to the City. They were meeting their policies and were in a healthy position.

12. Commissioners

Commissioner Marl reminded everyone about the legislative hearing on tolling on January 6, 2024.

13. Mayor

13a. Mayoral Appointments to Boards and Committees for 2024

Mayor McGriff made appointments to boards and committees for 2024.

13b. Updates to the City Commissioner's Committee Assignments

The Commission discussed their current assignments. There was consensus that the assignments would stay the same.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting 8:46 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION SPECIAL MEETING

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, January 09, 2024 at 5:40 PM

CONVENE SPECIAL MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 5:44 PM.

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

STAFFERS: 11 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Assistant City Recorder Evan Lee, Parks and Recreation Director Kendall Reid, Economic Development Director James Graham, Police Captain David Edwins, Finance Director Matt Zook, Public Works Director John Lewis, Communications Manager Jarrod Lyman, Planning Manager Pete Walter

DISCUSSION ITEMS

1. Planning Commission Applicant Interview

City Commissioners interviewed Shannon Ehleringer for the Planning Commission.

The following questions were asked:

1. *What relevant experiences, skills and abilities have prepared you for the Planning Commission?*
2. *What is the most important goal or purpose of the Planning Commission?*
3. *How would you go about balancing code requirements, possible negative public comments, and your personal opinion with allowing reasonable development to go forward?*
4. *Are you available to read the materials and attend hearings (generally the second and fourth Mondays of each month at 7pm)?*
5. *What are some differences between quasi-judicial hearings and legislative hearings?*
6. *What questions do you have for us? Is there anything else you would like us to know?*

2. Deliberation

Commissioners discussed the qualifications of the three applicants.

3. Commission Selection of Planning Commissioner

Motion made by Commissioner Marl, seconded by Commissioner Mitchell, to appoint Brandon Dole to the Planning Commission. The motion carried the following vote:

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

ADJOURNMENT

Mayor McGriff adjourned the meeting at 6:05 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: 03/20/2024

SUBJECT:

First Reading of Ordinance No. 24-1003, Proposed Amendments to Oregon City Municipal Code Chapter 2.40, Public Contracting and Purchasing, subsections 2.40.020 and 2.40.030

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.

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 and a redlined version is included below as part of this staff report.

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.

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

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

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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 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 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 shown in Exhibit A (clean version with changes implemented) and Exhibit B (redline version with additions identified in red and underlined and deletions identified in black and strikethrough).

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 20th day of March 2024 and the City Commission finally enacted the foregoing ordinance this 3rd day of April 2024.

DENYSE C. MCGRUFF
Mayor

Attested to this 3rd day of April 2024.

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Attachments:

Exhibit A – Clean Version of Code Changes

Exhibit B – Redline Version with Code Changes Identified

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.

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- 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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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.

(Ord. 04-1014 §2(part), 2004)

EXHIBIT B

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CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager, Tony Konkol

Agenda Date: 3/20/2024

SUBJECT:

Request from the Oregon City Heritage Coordinating Committee for funding for the design and construction of a mini-float that will be in the Grand Floral Parade.

STAFF RECOMMENDATION:

Staff recommends the City Commission provide direction on the funding request of \$10,750 for the parade float design and construction, transportation, and a banner.

BACKGROUND:

The Oregon City Heritage Coordinating Committee (OCHCC) has requested \$10,750 in city funding for the design and construction of a mini-float, transportation, and a banner that will be part of the Grand Floral Parade. The mini-float will promote Oregon City as a place to visit and will have a theme of "Oregon City Dreams". OCHCC has indicated that the message script for the mini-float will also promote the "Heritage Days" event that is scheduled for June 22, 2024.

OCHCC has requested \$10,750, which includes:

1. Parade float design and construction: \$10,000
2. Transportation to and from parade and during the parade: \$500
3. Banner: \$250

Clackamas Heritage Partners has indicated that they will act as the 501c3 required for the event on behalf of OCHCC.

Transient Lodging Taxes may be used for "Tourism Promotion" as defined in ORS 320.300. ORS 320.300 defines "Tourism Promotion" as follows:

Tourism Promotion means any of the following activities:

- a. Advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists;

- b. Conducting strategic planning and research necessary to stimulate future tourism development;
- c. Operating tourism promotion agencies; and
- d. Marketing special events and festivals designed to attract tourism.

Staff is recommending that if the Commission approves the funding request that Transient Lodging Tax funds be utilized. If the Commission determines that the proposal does not meet the definition of "Tourism Promotion", general funds would need to be utilized to pay for the request.

OPTIONS:

- 1. Approve the funding request.
- 2. Deny the funding request.
- 3. Modify the funding request.

BUDGET IMPACT:

Amount: \$10,750.00

FY(s): FY23-24

Funding Source: Transient Lodging Tax

Tony Konkol

From: donscott10@comcast.net
Sent: Friday, March 15, 2024 3:23 PM
To: Tony Konkol
Cc: Haggemiller, Thelma
Subject: Agenda Request

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.

Sorry for the delay but I have had some difficulties with people getting back to me. Here is what I have so far, and based on the costs for last year it should be pretty accurate:

Parade float design/construction \$10,000.00
 (Vendor has deferred increase for inflation over last year to hold the price the same)

Transportation to/from parade start/finish \$500.00
 We will use the Vintage Tour Bus who will be in the parade with us. This provides the opportunity for non-walkers to participate plus avoiding the difficulty in coordinating transportation to and from the parade.

Banner \$250.00
 We will have a new banner printed which promotes this year's theme. The parade theme this year is "Dream Forward" and we have chosen "Oregon City Dreams" for our theme. The plan is to have Doug Neeley, as Dr. John McLoughlin, on the float to depict the dream that became Oregon City. The message script will include this idea and also promote the "Heritage Days" event, scheduled for June 22, which will use the same theme. We are planning for all the Heritage partners to be hosting an event that day or if held later still use the same theme.

TOTAL REQUEST: \$10,750.00

Clackamas Heritage Partners has again agreed to act as the 501c3 required for the event.

I will send any additional information on the above should I receive it prior the meeting.

Thank you for your patience on this,

Don Scott
 Co-chair
 OCHCC

Oregon City
Travel Oregon City
2024 Mini Float Concept



Signage on back of float also



Rose City Float Designs
Turning dreams into realities

Tony Konkol

From: donscott10@comcast.net
Sent: Monday, March 18, 2024 7:48 AM
To: Tony Konkol
Subject: Rose Festival Float Design
Attachments: Oregon City 2024.pdf

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 finally received over the weekend the proposed design for this year's float. I have confirmed the costs previously submitted so do you need anything further from me?

Tony Konkol

From: donscott10 <donscott10@comcast.net>
Sent: Wednesday, March 13, 2024 5:12 PM
To: Tony Konkol
Cc: Thelma Haggenmiller
Subject: RE: Request for Agenda Item

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 working on getting the final budget figures and will send them as soon as I get them. We need to sign the contract for the float construction by 3/30 which is why I was requesting time at the next meeting. We know the float construction will be \$10k and we will need a new banner for this year's theme. I will attempt to get this info to by tomorrow.

Thanks for your help,

Don Scott
Co-chair
OCHCC

Sent from my T-Mobile 5G Device

----- Original message -----

From: Tony Konkol <tkonkol@orccity.org>
Date: 3/13/24 12:46 PM (GMT-08:00)
To: donscott10@comcast.net
Subject: RE: Request for Agenda Item

Is there any other information? Amount being asked for, design/theme of the float? I would prefer to have the information included in the packet, which is going out this afternoon. Would there be an issue with providing the information and putting this on the April 3rd Commission meeting?

Thanks,

Tony

From: donscott10@comcast.net <donscott10@comcast.net>
Sent: Wednesday, March 13, 2024 8:58 AM
To: Tony Konkol <tkonkol@orccity.org>
Subject: Request for Agenda Item

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.

As discussed briefly with you following the last Commission meeting I am writing on behalf of the Oregon City Heritage Coordinating Committee, to include on the agenda for the March 20 meeting, time for us to submit a request of the Commission. Our group is once again planning to enter a mini-float in the Grand Floral Parade to promote Oregon City as a place to visit and will again be requesting funding from the Commission. We are awaiting some final information to complete the budget which we will submit prior to the meeting.

Thank you,

Don Scott

Co-Chair

OCHCC

CITY OF OREGON CITY

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

Staff Report

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 3/20/2024

SUBJECT:

City Commission 2021-2023 and 2023-2025 Goals Update

STAFF RECOMMENDATION:

Presentation to update the City Commission on the status of the 2021-2023 and 2023-2025 City Commission goals and priority projects.

BACKGROUND:

The City Commission has requested a quarterly update on the status of the Commission goals. The City Commission 2021-2023 and 2023-2025 Goals summaries are attached as an update and for review.

GOALS AND STRATEGIES 2023-2025

Last updated 3/11/2024

Folder of UPDATES

45% COMPLETED

23-25 Biennial Budget City Commission Document

Goals	ASSIGNED TO	PROGRESS	START	END	March 2024 Updates
Goal 1 - Diversity, Equity, and Inclusion/Safe Inclusive Community					
Create a collaborative environment to promote diversity, equity, and inclusion resulting in a safe, inclusive community and organization.					
1.1 Human Resources (General Fund)	HR/City Manager	4%	9/1/2023	12/31/2024	Submitted
Goal 2 - Infrastructure/City Services					
Invest in current and future capital needs for safe, sustainable infrastructure and City services.					
2.1 Information Technology (General Fund)	IT/City Manager	38%	9/1/2023	6/30/2025	Submitted
2.2 Parks & Planning (including SDC study) (General Fund)	Parks and Recreation	15%	9/1/2023	7/21/2024	Submitted
2.3 Capital Projects (Public Works Funds)	Public Works	40%	9/1/2023	ongoing	Submitted
2.4 Transportation (Sidewalk and Bike Lane Safety/Infill) (PW Funds)	Public Works	40%	9/1/2023	6/30/2025	Submitted
2.5 Transportation (PW Fund Sidewalk Assistance Program)	Public Works	40%	9/1/2023	ongoing	Submitted
Goal 3 - Community Engagement					
Increase engagement efforts to bring more residents into the policy-making process and ensure all neighborhood associations are active with the Citizen Involvement Committee					
3.1 City Commission (General Fund for neighborhood association costs)	City Manager/Communications	100%	9/1/2023	12/31/2023	Completed
3.2 City Manager (General Fund for Communications Manager and full time Community Engagement Specialist)	City Manager/Communications	100%	9/1/2023	12/31/2023	Completed
Goal 4 - Homelessness					
Entact homelessness plan and increase public knowledge of the plan and resources available for the homeless while reducing the visual and safety impacts of homelessness in the community.					
4.1 Police (General Fund for Homeless Liaison Officer and Behavioral Health Specialist)	Police	25%	9/1/2023	ongoing	Submitted
4.2 Parks (General Fund for camp cleanup)	Parks and Recreation/Police	24%	9/1/2023	ongoing	Submitted
Goal 5 - Tourism & Economic Development					
Create and promote a tourism infrastructure that doesn't negatively impact neighborhoods and supports economic development to promote a healthy, sustainable local economy.					
5.1 Economic Development (City-Wide Economic Development)	Economic Development	50%	9/1/2023	12/31/2025	Submitted
5.2 Tourism	Economic Development	50%	9/1/2023	6/30/2025	Submitted
Goal 6 - Housing					
Anticipate state mandates and tailor local policies to best fit the needs of the community while balancing public infrastructure investment for current and future residents.					
6.1 Expand housing choices and develop a housing strategy (Planning Fund)	Planning	25%	9/1/2023	6/30/2025	Submitted
Goal 7 - Environment					
Protect and preserve our environment and natural resources for a healthy, sustainable community.					
7.1 Tree Canopy (Planning Fund)	Planning	25%	9/1/2023	6/30/2025	Submitted
7.2 National Pollutant Discharge Elimination System (NPDES) requirements/sampling; Water compliance/monitoring (PW Funds)	Public Works	ongoing	9/1/2023	ongoing	Submitted
GOALS AND STRATEGIES 2021-23 Rolled over (not reassigned)					
Copied here for convenience					
2.5 Complete Parks master plan and update System Dev. Fees	Parks and Recreation	98%	10/1/2021	4/30/2024	Submitted
2.6 Assess the Communication Infrastructure and Equipment	Economic Development	95%	9/21/2023	6/30/2024	Submitted
2.7 Develop a citywide facility master plan	City Manager	90%	7/1/2022	6/30/2024	Submitted
7.1 Determine and establish relationships with the Tribes	Planning/Public Works	40%	5/1/2021	Ongoing	Submitted

2023-2025 Commission Goals and Strategies

Job Category



Item a.

March 2024 UPDATE			
Department Contact:	Patrick Foiles, HR Director	Date:	3/2024
Percentage Complete:	4%	Target Completion:	June 2025
Goal 1.1			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) Currently: • Staff received 28 proposals in response to the RFQ. (In contrast, the city received only 4 proposals in December 2021) • Staff has reviewed and narrowed the field of prospective vendors to the top 3 proposals. • Currently scheduling interviews for Week of 3/11. Next steps: • Develop final scope of work and enter into an agreement with identified consultant. • Initial engagement meeting with consultant.			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) City staff posted a Request for Proposal (RFP) to solicit bids for consultant services. The consultant will provide expertise and guidance through the next phases of DEI initiatives identified in the 2022 DEI Framework. The proposed plan and RFP was shared with the Commission in November 2023. The RFP asked for a consultant to guide the city to accomplish the following initiatives: • Reengage a DEI Community Tasks Force that will provide perspective on the resident experience and act as a consultant when issues face the City of Oregon City. • Develop a DEI Training Plan to enhance the skills, knowledge, and awareness of all City employees. • Establish a City employee DEI committee that will serve as an internal action committee and will support future DEI initiatives throughout the City.			

2023-2025 Commission Goals and Strategies

Job Category

March 2024 UPDATE			
Department Contact:	Michael Dobaj	Date:	11/27/2023
Percentage Complete:	38%	Target Completion:	06/30/2025
Goal 2.1: Invest in current and future capital needs for safe, sustainable infrastructure and city services			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) 03/24 – Compete final deployment to Police/Court of Ring Central. 04/24 – Complete migration to Avigilon Door Access Control for Library, City Hall and Community Development 04/24 – Compete Configuration of Illumio as part of the cities Cyber Security Upgrade. 05/24 – Complete Project Page replacement with custom GIS application 06/28/24 – Complete archive data migration from Mimecast to Office 365 and cancel Mimecast. 08/2024 – Move all city owned domains to a single registrar including Domain Name Services. 10/21/24 – Complete migration to Microsoft Teams for all departments.			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) - Completed first phase of the Ring Central implementation. - Completed initial build and began connection to new Azure GCC Tenant - A new Domain Registrar account was created, and initial Domain purchased for Library. - Installation and configuration of new Avigilon Appliance to support new door access needs completed. - Testing of Power Automate to SQL Database for new Project Application completed. - Coalition Cybersecurity review is now on-going with updates and validations occurring as needed. - The City-Wide Intranet site completed and has been fully deployed. - Contracts for creating an engineered solution for Acoustics and AV for Commission chambers in the Libke building signed, working to scheduled engineering design. - Firewall Rules and DNS Setting reviewed and updated, will continue to review rules, and update as needed. - Started National Cybersecurity Review. - Implementation of Online Business Licenses almost completed and ready for communications to the community. - Upgrade to Content ORMS Manager Completed. - Migration of user's "H" drive to OneDrive completed. - E-Permitting & Licensing discussion started. - Upgrade of all Tyler Technologies planning started. - Discussions to possibly move all Tyler Technologies to their hosted environment started. - Continuing to build out Azure infrastructure to migrate all city servers. - Member of IT Governance Board determined. Meetings to start within the next month and will be quarterly. - Monthly IT / Department head meeting started. - Cost to upgrade Executime received, plan to re-implement a newer version of Executime in progress to possibly coincide with migration to Tyler Hosted Environment. - Microsoft Teams deployment started. - Department cleanup of current department drive stated.			

2023-2025 Commission Goals and Strategies

Job Category



Item a.

March 2024 Update – SDC Methodology Update			
Department Contact:	Kendall Reid	Date:	2/26/24
Percentage Complete:	%15	Target Completion:	7/31/2024
Goal 2.2			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)			
WE ENLISTED THE SERVICES OF THE GALARDI ROTHSTEIN GROUP ON JULY 6, 2023, TO ASSIST US IN REVISING OUR SDC METHODOLOGY. SINCE THEN, WE HAVE HELD NUMEROUS MEETINGS WITH THE PROJECT TEAM AND OUR CONSULTANTS FOR THE PARKS MASTER PLAN. WE ALSO PROVIDED A PRESENTATION TO THE PARKS AND RECREATION ADVISORY BOARD. WE ARE WORKING ON OUR CAPITAL IMPROVEMENT PLAN AND ANTICIPATE COMPLETING THE REVISION BY 2024. PARKS SDCs WERE LAST REVISED IN 2000.			
• STATUS UPDATE: WE ARE CURRENTLY IN THE PROCESS OF FINALIZING THE PROJECT LIST FOR THE CIP (CAPITAL IMPROVEMENT PLAN). ON FEBRUARY 26TH, 2024, WE MET WITH THE MASTER PLAN CONSULTANTS TO DISCUSS THE PLAN. ON MARCH 4TH, WE PROVIDED DEB GALARDI WITH THE CIP PLAN. MOVING FORWARD, WE PLAN TO MEET WITH OUR CONSULTANT AND THE PROJECT TEAM TO DISCUSS THE NEXT STEPS AND GIVE PRAC AND THE CITY COMMISSION AN UPDATE ON THE PROJECT. • DEB GALARDI PRESENTED TO PRAC – SEPTEMBER 28TH • SDC/MASTER PLAN COLLABORATION MEETING – SEPTEMBER 26TH • SDC METHODOLOGY KICK-OFF MEETING WITH THE PROJECT TEAM – AUGUST 11TH • CONTRACT WITH GALARDI ROTHSTEIN GROUP FULLY EXECUTED – JULY 6TH • MET WITH ECONORTHWEST, FCS GROUP, AND GALARDI ROTHSTEIN – MARCH - MAY			

2023-2025 Commission Goals and Strategies

Job Category

March 2024 UPDATE			
Department Contact:	John Lewis	Date:	March 7, 2024
Percentage Complete:	40%	Target Completion:	Ongoing
Goal 2.3 Capital Projects (Public Works)			
Important or Relevant Dates/Milestones: (looking ahead at the next 3 months) Oregon City Quiet Zone – this project is a federally funded project, and the city is supporting ODOT, which is delivering this project. ODOT/Metro has added the project to the Draft STIP/MTIP, as anticipated. The City and ODOT project staff have finalized work on the project intergovernmental agreement, and the agreement was adopted by the City Commission on December 6th. The project is currently moving through the consultant selection process and we just reached agreement on the most preferred consultant. ODOT Will move through the contract scope and fee negotiation process and expect this to be completed by mid-April 2024. Project design is slated to proceed by May 2024 with a Design Verification Workshop to be held by August 2024. Inflow and Infiltration Program – Two projects (Linn Basin Project 1 and the 2023 Manhole Rehab Project) have been awarded and construction is well underway on these projects. Several additional projects are currently being designed, and three should be nearing bid readiness soon. The City Commission should expect to see a variety of construction contracts/amendments for approval. PMUF – the 2024 PMUF design work is complete, out to bid, and scheduled to be awarded in April 2024. Work for an updated 5-year PMUF Plan is well underway and scheduled to be shared with the City Commission at an April City Commission Meeting; staff has completed the 2022-23 annual PMUF Report and is now available for review on the City’s Website. WIFIA – The program will submit its third quarterly report in May and continue to coordinate with the Confederate Tribes of the Grande Ronde on WIFIA projects. The Molalla Avenue 30-inch Transmission Main project team has submitted 60% plans for review. The second transmission project, including a new pump station that will serve the Thimble Creek pressure zone, is out for solicitation of engineering/ design services with proposals due at the end of March. The Pipe Rehab program is on track with Clairmont Water Ph2, just starting construction, and a new pipe rehab project in an accelerated design project is underway for a 12-inch replacement for the waterline in Holmes Lane between Linn Avenue and Prospect Street. Design of the SCADA Isolation project has yet to begin design and now anticipated to begin design in Summer 2024. Stormwater – Design for the Barclay Hills Stormwater Outfall is Designed and moving through the permitting process.			

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

The City's CIP entails approximately \$55 Million for over 40 projects. These projects as outlined in the 2023-25 Biennial Budget include the Roadway Reconstruction (PMUF) program and 10 other transportation projects, the WIFIA program, which makes up much of the 11 water projects listed, the Inflow and Infiltration Program and 10 other sewer projects, and 4 stormwater projects.

The Inflow and Infiltration Program is moving forward with all phases of projects from information gathering phases, to design phases, to bid procurement phases, to construction phases. This program is very active and on track to accomplish the goals of this program. Some of the program accomplishments include 210,000 lineal feet of TV inspection and 130,000 lineal feet of smoke testing completed, and flow monitoring is entering its second season. The first Linn basin project is under construction as well as a manhole rehabilitation project, and the city is actively moving forward on designing 7 additional projects for construction over the next two years.

The WIFA program submitted its second Quarterly Progress Report. WIFIA projects are also moving forward with the Supervisory Control and Data Acquisition (SCADA) assessment work complete and the 30-inch Molalla Avenue Transmission main (Mountain View Reservoir to Beaver Creek Road) design progressing with the 60% design in hand. The first Pipe Rehab project for the WIFIA project, Main Street, was completed in October, the Clairmont way projects are under construction and the Holmes Lane 12-inch pipe replacement is nearing 30% design.

The 2024 PMUF projects are on track and currently out for bid, and work is progressing with updates to the 5-year PMUF plan. Overall, the Capital Projects Goal is on track with 8 projects complete, 8 projects in the design phase, and 3 currently under construction. I and I Programs, WIFIA Programs, and PMUF programs continue to proceed on track.

2023-2025 Commission Goals and Strategies

Job Category



Item a.

March 2024 UPDATE			
Department Contact:	John Lewis	Date:	March 7, 2024
Percentage Complete:	40%	Target Completion:	June 2025
Goal 2.4 Transportation (Sidewalk and Bike Lane Safety/Infill)			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) THE 2024 PMUF CONSTRUCTION WORK IS ON TRACK TO BE AWARDED TO THE LOW BIDDER ON APRIL 3, 2024. FUTURE CONCEPTUAL DESIGN AND PROJECT SCOPING WILL CONSIDER OPPORTUNITIES FOR 2025.			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) THESE SIDEWALK INFILL PROJECTS AND THE FUNDING ALLOCATED ARE TYPICALLY PAIRED WITH ANOTHER TRANSPORTATION PROJECT. THE CITY'S PMUF PROGRAM, THE QUIET ZONE PROJECT, MAIN STREET, OR NEIGHBORING FACILITY NEEDS THAT PAIR WELL WITH AN EXISTING PROJECT ARE OFTEN WHERE THESE FUNDS ARE UTILIZED. THE 2024 CIP WILL UTILIZE THIS BUDGET ITEM TO COMPLETE THE GOAL OF CREATING MORE SIDEWALK AND BIKE LANE INFILL FOR THE COMMUNITY. THE 2024 PMUF PROJECT IS OUT TO BID AND INCLUDES 2,800 SF OF SIDEWALK WORK MOSTLY FOCUSED ON UPGRADING ACCESSIBLE RAMPS WHICH ARE OUT OF COMPLIANCE WITH CURRENT STANDARDS. THE ANNUAL PMUF PROJECTS ARE ALSO BEING PLANNED TO UPGRADE RAMPS IN PREPARATION FOR IN-HOUSE MAINTENANCE WORK USING A SURFACE PROCESS CALLED MICRO SURFACING. THE MAIN STREET ADA PROJECT IS COMPLETE AND ADDED NEW RAMPS ON MAIN AT 12TH AND 13TH STREETS. THE HOLCOMB SAFE ROUTES TO SCHOOLS PROJECT IS ANTICIPATED TO GO OUT TO BID LATER IN MARCH AND WILL INCLUDE A NEW SIDEWALK ON THE NORTH SIDE OF HOLCOMB BLVD. BETWEEN HOLCOMB SCHOOL ROAD AND WINSTON DRIVE.			

2023-2025 Commission Goals and Strategies

Job Category



**OREGON
CITY**

Item a.

March 2024 UPDATE			
Department Contact:	John Lewis	Date:	Mar 7, 2024
Percentage Complete:	40%	Target Completion:	Ongoing program
Goal 2.5 Transportation (PW Fund \$400,000 Sidewalk Assistance Program)			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) THIS IS AN ONGOING PROGRAM. FUNDING AUTHORIZATION IS LIMITED TO \$200,000 PER YEAR FOR A BIENNIAL BUDGET OF \$400,000.			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) SINCE JULY 2023 THE CITY HAS PROCESSED 21 APPLICATIONS FOR A TOTAL GRANT EXPENDITURE OF \$53,674.09. THE PUBLIC WORKS DEPARTMENT COLLABORATES WITH THE CODE ENFORCEMENT DIVISION OF THE POLICE DEPARTMENT FOR TRIP HAZARD COMPLIANCE WHEN PROPERTY OWNERS DO NOT TAKE ACTION ON THEIR OWN. IN THAT REGARD, THE CITY IS MAINTAINING 45 CE FILES THAT ARE IN VARIOUS STAGES OF ENFORCEMENT. OF THE 45, 4 CASES ARE IN THE LAST STAGES OF CODE ENFORCEMENT EITHER IN COURT OR NEARING COURT. THE BALANCE OF THE CASES ARE WITHIN THEIR 1ST 60-DAY NOTICE PERIOD (35) OR HAVE RECEIVED A PERMIT (6) AND ARE AWAITING WORK TO BE COMPLETED. ALL 45 VIOLATIONS REMAIN ACTIVE CODE ENFORCEMENT CASES.			

2023-2025 Commission Goals and Strategies

Job Category



**OREGON
CITY**

Item a.

March 2024 Update			
Department Contact:	Jarrod Lyman	Date:	3/24
Percentage Complete:	100%	Target Completion:	12/31/23
Goal: 3, Strategy 3.1 and 3.2			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) Full time community engagement specialist started on Nov. 15, 2023 and has taken over liaison responsibilities with the CIC and the YAC.			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) ENGAGEMENT SPECIALIST INSTITUTING A VOLUNTEER PROGRAM AIMED AT IMPROVING TREE HEALTH IN THE COMMUNITY, THE FIRST EVENT IS SLATED FOR APRIL 20, 2024. MEMBERS OF THE YOUTH ADVISORY COMMITTEE MET WITH OTHER YOUTH ADVISORY MEMBERS FROM AROUND THE STATE FOR A DAY IN SALEM TO LEARN ABOUT THE LEGISLATIVE PROCESS AND ACTIVITIES OTHER GROUPS ARE PARTICIPATING IN.			

2023-2025 Commission Goals and Strategies

Job Category



Item a.

March 2024 UPDATE			
Department Contact:	Shaun Davis	Date:	03/05/24
Percentage Complete:	25%	Target Completion:	On-Going
Goal 4.1 Police (General Fund \$741,000 for Homeless Liaison Officer and Behavioral Health Specialist)			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) MARCH/APRIL – COMPLETE BACKGROUND FOR CASE MANAGER AND HIRED MARCH/APRIL - CLACKAMAS COUNTY EXPECTED TO ANNOUNCE FUNDING DECISIONS FROM SUBMITTED PROPOSALS FOR CITY-LED HOMELESS INITIATIVES			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) - Every month we continue to host our Oregon City Homeless Coordinating Meeting and meet with local and county partners. - May 2023 - Budget Committee approved additional Case Manager for BHU - June 2023 - Applied for HOWTO (Healthy Oregon Workforce Training Opportunity) Grant for Expansion of the Behavioral Health Unit (i.e., Case Manager Position) & Crisis Intervention Team - September 2023 – Learned we did not receive the grant. - October 2023 - Developed job description - December 2023 – Case Manager position posted and accepting applications - January 2024 – PD and Court submitted proposals to Clackamas County H3S for Funding Opportunities for City-led Homelessness Initiatives - February 2024 – Case Manager Interview Processes Completed and Case Manager selected - February 2024 – IGA completed for shared BHU Software between OCPD, LOPD, WLPD, CPD, & MPD			



2023-2025 Commission Goals and Strategies

Job Category

March 2024 UPDATE			
Department Contact:	Shaun Davis	Date:	03/20/24
Percentage Complete:	24%	Target Completion:	On-going
Goal 4.2 Parks (General Fund \$40,000 for camp cleanup)			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) Restroom cleaning contract with Enviro-Master to begin April 1, 2024.			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) - PD worked with Public Works to get No Trespassing signs and locations for the City Property near Hwy 213 / Beavercreek Rd. - June 2023 – PD conducted large camp clean up on City Property located near Hwy 213 and Beavercreek Rd. (\$34,752.00) - PD has allocated funds for 2023-2025 budget years were reduced to \$10,000 each year / \$20,000 for biennium. (Current expenditures - Monthly POD rental for personal property storage, (\$179/mo., \$2,148/yr.) is dedicated to this budget) - December 2023 – Public Works placed no-trespassing signs on City Owned Property near Hwy 213 / Beavercreek Rd. - The Parks & Cemetery Division has finished conducting research and reference checks on contractors who can manage restroom cleanups in our parks. We are currently creating a contract with a vendor, which will start in April 2024. This will help the department in addressing the problems caused by homeless individuals vandalizing and damaging the park restrooms. The duration of this contract will be two years.			

2023-2025 Commission Goals and Strategies

Job Category



Item a.

MARCH 2024 UPDATE

Department Contact:	Economic Development	Date:	March 4, 2024
	50%	Target Completion:	December 31, 2025

Goal 5.1 Create and promote economic development opportunities City-wide to support a healthy, and sustainable local economy.

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

- Talent Ready is a job skill development program that utilizes existing support services to help would-be employees to be prepared for unfilled jobs. Talent Ready works to create partnerships with private for-profit businesses that need employees and public agencies that provide “wrap-around services” to help individuals mitigate employment barriers, i.e., child issues, mental health challenges, and lack of job skills to name a few.
- Further develop and promote small business technical assistance and financial support services.
- Establish initiatives that support a “business-friendly” environment in Oregon City.
- Work to help prepare City-owned and Urban renewal-owned properties for future development.
- Work to promote the Arts as an important economic development element.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

- Talent Ready –
 - Oregon State University (OSU) has signed a memorandum of understanding (MOU) with the Oregon City Economic Development Department aimed at providing OSU training resources as well as its job opportunities to individuals seeking to mitigate barriers to employment through Talent Ready. OSU joins the following entities that have also signed an MOU with the Department to help alleviate worker shortages:
 - Providence Willamette Falls Medical Services (For-Profit)
 - Avamere Rehabilitation (For-Profit)
 - Oregon City Municipal Court (Government)

Staff will continue to seek additional partnerships with the organizations and businesses to provide training to would-be employees and to refer workers to businesses to mitigate workforce shortages.
- Small Business Technical Assistance and Financial Support Services
 - Developed the Entrepreneurial Opportunity Loan Program (“EOLP”) in partnership with EMBOLD Community Credit Union (Two small businesses received loans from EOLP)
 - Established the BIZ POD Program (Graduated 6 emerging businesses last year, will start the program again in February 2024).
 - Made a small business loan to “American Made Construction” in the amount of \$20,000 through the Entrepreneurial Opportunity Loan Program (“EOLP”) in partnership with EMBOLD Community Credit Union. (This will bring the total to three loans made since the program’s inception)
 - Hosting the second cohort of the BIZ POD Program starting on March 16th.
 - Launched the small business micro-enterprise grant program for existing small businesses with five or fewer employees.

- Business Friendly Environment
 - Continue to work on the Ombudsman Initiative (working with the Depts of Community Development and Public Works to educate commercial/business investors on the City's development processes and serve as an advocate for commercial/business investors in the community)
 - With City Commission approval, City staff implemented the new Oregon City Business License program. Staff recommended changes designed to reduce the cost of City business licenses for both new and existing business licenses. City Commission approved the proposed changes on November 1, 2023
- Owned/Urban Renewal Owned Properties
 - A Phase I Environmental Assessment was completed for the Stimson Property
 - A geo-technical study will be conducted on the Stimson Property
 - A new lease was executed with Clackamas Landscape Supply for one additional year, ending on December 2024.
- The Arts Commission
 - City staff presented a slate of ideas to the Arts Commission aimed at improving the visibility of the Arts Commission and designed to improve the public's perception of how important the Arts is in Oregon City. The Arts Commission will discuss these ideas at it January 2024 strategic planning session.
 - The Arts Commission will review proposals aimed at replacing the metal sculpture situated on the corner of Center and 7th street. In addition, the Arts Commission hired a consultant to review and assess damaged public Art within the City.

2023-2025 Commission Goals and Strategies

Job Category

MARCH 2024 UPDATE

Department Contact:	Economic Development	Date:	March 4, 2024
	50%	Target Completion:	June 30, 2025

Goal 5.2 Create and promote a tourism infrastructure that doesn't negatively impact neighborhoods and supports economic development to promote a healthy, sustainable local economy.

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

- **Promote the new 2023/2025 round of available funding for City-Sponsored Public Event Program (October 2023).**
- **Recommend policies and strategies to enable the transferal of tourism activity to a legally organized entity that will serve as a Destination Management Agency ("DMO") to manage and operate tourism programs from outside of City Government.**

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

- City-Sponsored
 - The second year of the City-Sponsored Grant application process was launched in January 2024.
 - This year, the City Commission will consider using a portion of the funds for a 4th of July Celebration.
 - As of this March 4, 2024, staff has received 3 applications. (DOCA, Arts Festival, Parks & Recreation Dept.)
- Destination Management Organization
 - During its work session on November 7, 2023, the City Commission received a comparative analysis of DMOs within the Portland Metro Region and staff recommendations to further the conversation with respect to moving the tourism function from the Economic Development Dept. to a DMO outside of City municipal government.
 - During its work session meeting on January 9, 2024, the City Commission heard from Mt. Hood Territory, "Visit McMinnville, Inc." and "Explore Wilsonville.com" to discuss their respective programs, their organizational structure, and marketing operations.
 - On February 7, 2024, the City Commission directed staff to develop a request for proposals that will result in the creation of a standalone legally operating nonprofit, that operates like a business, and controls and manages its strategic direction.
 - As progress is made toward establishing a DMO, staff has developed a broadcast commercial that promotes the downtown, it aired on November 13, 2023.
 - Staff produced a commercial that featured the wineries, breweries, and distilleries in and around the vicinity of Oregon City which aired on Feb. 5, 2024.
 - Economic Development placed an ad in the 2024 Seattle Mariners Yearbook that featured both tourism and investment opportunities in Oregon City.

2023-2025 Commission Goals and Strategies

Job Category



Item a.

March 2024 UPDATE			
Department Contact:	Aquilla Hurd-Ravich	Date:	March 7, 2024
Percentage Complete:	25%	Target Completion:	June 30, 2025
Goal 6- Housing: Anticipate state mandates and tailor local policies to best fit the needs of the community while balancing public infrastructure investment for current and future residents. 6.1 Expand housing choices and develop a housing strategy			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) - On March 4, 2024 the Governor's emergency housing stabilization and production packages (SB 1537 and SB 1530) passed by the House and Senate. - SB1537-The Housing Production Package does several things: establishes a new Housing Accountability and Production Office; requires cities grant up to 10 administrative adjustments; establishes and funds a new state revolving fund for local governments to administer loans for low to moderate income housing development; allocates funds to Business Oregon to help small and rural communities access infrastructure programs; and provides one-time urban growth boundary expansion tool. - Staff will learn in the coming months how these changes will affect and impact Oregon City's land use administration.			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) - Every January the City is required to submit a housing report to DLCD that details the number of units produced and the number of units permitted in the previous calendar year. - Calendar Year 2023: - Permitted Single Family: 16 units - Permitted Multi-Family: 305 units Total: 321 residential units - Produced Single Family: 65 units - Produced Multi-Family: 212 Total: 277 residential units - Staff has reviewed several versions of a draft framework housing production proposal from the governor's office and provided comments. - At the conclusion of the 2023 Oregon State Legislative Session, a number of housing bills were passed. Staff recently gave a land use legislative update to the City Commission which included an update on housing bills.			

- The most significant piece of legislation was an Executive Order made by the Governor that established a statewide housing production goal and a Housing Production Advisory Council. The Executive Order also established a goal to produce 36,000 new housing units per year for the next ten years. The Housing Production Advisory Council is charged with identifying recommendations to meet this goal and proposing them for discussion at the 2024 Legislative Session.
- Oregon City will be required to adopt a new Housing Capacity Analysis in the year 2027 and will be required to adopt a Housing Production Strategy the following year by December 31st 2028.

2023-2025 Commission Goals and Strategies

Job Category



Item a.

March 2024 UPDATE			
Department Contact:	Aquilla Hurd-Ravich	Date:	March 7, 2024
Percentage Complete:	25%	Target Completion:	June 30, 2025
Goal 7 Protect and preserve our environmental and natural resources for a healthy, sustainable community; 7.1 Focus efforts on preserving and protecting the City's Tree Canopy			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) - The Arbor Day Foundation named the City of Oregon City a 2023 Tree City USA to honor its commitment to effective urban forest management for the 12th year in a row. - The City also received a growth award for demonstrating environmental improvement and outstanding level of tree care for the fourth year in a row. - Friends of Trees will host a planting event on April 6th, 2024 from 9am to 1pm in Chapin Park. - The focus of FOT work over the next two years is to increase canopy coverage in the right-of-way and private yards			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) <u>Friend of Trees</u> - The City's contract with Friends of Trees helps to preserve and protect the City's tree canopy by offering education and volunteer events. - Friends of Trees (FOT) is proposing to conduct community planting events between the months of October 2023 and April 2024. The first planting event was held on December 2, 2023. The next event will be on April 6, 2024. <u>Natural Resource Committee Activities:</u> - The NRC has discussed tree code and policies at their meetings since December. They are preparing to bring their considerations and recommendations to the City Commission. - The Natural Resource Committee will discuss the initiation of a program to identify Ash Trees in City right-of-way or on City owned property. The purpose of this inventory is to devise a strategy in case the pest Emerald Ash Borer lands in Oregon City and begins to kill City trees. - Staff has begun researching and collecting data to help facilitate this volunteer effort and will present the information to the NRC at their October meeting. - The Natural Resource Committee identified several activities in their work plan that support a healthy tree canopy: <i>Support and promote volunteer participation for a public tree inventory for city properties, parks, street trees, school properties and other public lands.</i> <i>Communicate with Neighborhood Associations, Citizen Involvement Commission and the Business Community. NRC members will promote</i>			

programs such as the heritage tree program, arbor day, etc. through presentations to other groups and boards.

- Community Development staff will continue to support the NRC and their efforts as a means to achieve the Commission's goal.

2023-2025 Commission Goals and Strategies

Job Category

March 2024 UPDATE

Department Contact:	John Lewis	Date:	March 7, 2024
Percentage Complete:	Ongoing	Target Completion:	Ongoing Program

Goal 7.2 National Pollution Discharge Elimination System (NPDES requirements/sampling)

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

NOVEMBER 1, 2023 – PROVIDE THE CITY COMMISSION WITH AN ANNUAL PRESENTATION REGARDING THE CITY’S STORMWATER PROGRAM, MUNICIPAL STORMWATER POLLUTION PREVENTION ACTIVITIES, AND BEST PRACTICES FOR RESIDENTS TO PREVENT STORMWATER POLLUTION. DONE

NOVEMBER 2023 – ALIGNED WITH THE CITY’S WINTER WEATHER RESPONSE PLAN, DEVELOP AN SOP FOR THE CITY’S ROAD MAINTENANCE STRATEGY TO DOCUMENT MATERIAL SELECTION, STORAGE, PROPER APPLICATION (TIMING AND RATES), COLLECTION, AND REUSE OPPORTUNITIES. DONE

FEBRUARY 26, 2024 - PROVIDE THE PLANNING COMMISSION WITH AN ANNUAL PRESENTATION REGARDING THE CITY’S STORMWATER PROGRAM, MUNICIPAL STORMWATER POLLUTION PREVENTION ACTIVITIES, AND BEST PRACTICES FOR RESIDENTS TO PREVENT STORMWATER POLLUTION. DONE

FEBRUARY 28, 2024 - DEVELOP AN SOP THAT OUTLINES POLLUTION PREVENTION MEASURES WHEN CLEANING UP ABANDONED CAMPSITES IN PUBLIC AREAS. SOP MAY BE ADDED TO THE LARGER MUNICIPAL OPERATIONS SOP (BMP OM-2). DONE

FEBRUARY 28, 2024 – DEVELOP AN SOP FOR PESTICIDE AND FERTILIZER STORAGE, APPLICATION, AND DISPOSAL. SOP MAY BE ADDED TO MUNICIPAL OPERATIONS SOP IN OM-2. REVISE STANDARD LANGUAGE FOR MAINTENANCE AND LANDSCAPING CONTRACTS TO INCLUDE PROVISIONS AND RESTRICTIONS FOR PESTICIDE AND FERTILIZER APPLICATION. DONE

JUNE 2024 - PREPARE AN ILLICIT DISCHARGE ORDINANCE THAT WILL UPDATE OCMC 8.08 TO SPECIFICALLY PROHIBIT ILLICIT DISCHARGES (AND ALLOW OR CONDITIONALLY ALLOW OTHERS), CONSISTENT WITH NPDES MS4 PERMIT SCHEDULE A.1.D. INCLUDE ESCALATING ENFORCEMENT BASED ON SEVERITY AND INTENT OF INCIDENT. ON TRACK

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

THE PUBLIC WORKS DEPARTMENT MANAGES THE NPDES PROGRAM WITHIN THE STORMWATER DIVISION AND IN ACCORDANCE WITH THE NPDES MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PHASE I PERMIT. OUR STORMWATER MANAGEMENT PROGRAM (SWMP) DOCUMENT LAYS OUT A LONG LIST OF ACTIVITIES THE CITY MUST IMPLEMENT TO COMPLY WITH THE CITY’S NPDES MS4 PERMIT. THE PROGRAM CATEGORIES INCLUDE PUBLIC EDUCATION AND OUTREACH, PUBLIC INVOLVEMENT, ILLICIT DISCHARGE DETECTION AND ELIMINATION, EROSION AND SEDIMENT CONTROL, POST CONSTRUCTION, MUNICIPAL OPERATIONS AND MAINTENANCE, INDUSTRIAL AND COMMERCIAL PROGRAM, AND ADDITIONAL PROGRAM ELEMENTS.

DETAILS ON THE CITY’S NPDES PROGRAM ARE MOST EASILY FOUND VIA THE CITY’S WEBSITE AT [HTTPS://WWW.OREGONCITY.ORG/1165/NPDES-MS4-PHASE-I-PERMIT---CLACKAMAS-GRO](https://www.oregoncity.org/1165/NPDES-MS4-PHASE-I-PERMIT---CLACKAMAS-GRO)

ONE ALL-ENCOMPASSING ACCOMPLISHMENT OF THE NPDES PROGRAM IS THE CITY’S DEDICATED NPDES WEBPAGE. PROVIDING ACCESS TO A LONG LIST OF REFERENCE DOCUMENTS COMPILED IN ONE LOCATION ACCESSIBLE TO THE PUBLIC IS A RECENT ACCOMPLISHMENT. WEBSITE ACCESS PROVIDES EASY ACCESS TO THE MS4 PERMIT, THE SWMP, A LONG HISTORY OF ANNUAL REPORTS, AND SEVERAL OTHER SUPPORTING DOCUMENTS THAT THE CITY HAS CREATED TO MAINTAIN COMPLIANCE WITH FEDERAL AND STATE MANDATES AND TO REDUCE DISCHARGES OF POLLUTANTS TO RECEIVING WATERS.

ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE) REMAINS A PRIORITY. STAFF RECENTLY COMPLETED DRY WEATHER OUTFALL INSPECTIONS, AND ALL NINE STRATEGICALLY IDENTIFIED NON-RESIDENTIAL OUTFALLS WERE CONFIRMED TO BE FREE OF ILLICIT DISCHARGE. PUBLIC WORKS TO CONTINUE TO ASSESS NEW OUTFALL SITES FOR CONSIDERATION FOR THIS INSPECTION PROCESS. THE PRIORITIZATION CRITERIA FOR OUTFALL INSPECTIONS WAS REVIEWED AND DEEMED APPROPRIATE FOR CURRENT PERMIT REQUIREMENTS AND LANGUAGE FOR IDDE SOP WAS UPDATED TO REFLECT THE 2021-2026 MS4 PERMIT.

THE CONSTRUCTION SITE RUNOFF CONTROL PROGRAM CONTINUES TO REMAIN EFFECTIVE. THIS IS ACCOMPLISHED THROUGH REGULATORY REQUIREMENTS, PLAN REVIEWS, PERMITTING AND CONSTRUCTION SITE INSPECTIONS, ENFORCEMENT PROCEDURES, EDUCATION, AND TRAINING. PROCEDURES ARE CLEARLY OUTLINED IN THE NEWLY COMPLETED OREGON CITY EROSION CONTROL ENFORCEMENT STANDARD OF PRACTICE, AS REQUIRED BY SWMP BMP EC-6.

INSPECTIONS OF PUBLIC STORMWATER MANAGEMENT FACILITIES REMAIN A ROUTINE PRACTICE. STAFF IS TASKED WITH IDENTIFYING MAINTENANCE NEEDS AND ISSUING WORK ORDERS WHEN REPAIRS OR MAINTENANCE IS REQUIRED. FOR THE PUBLICLY OWNED FACILITIES STAFF PERFORM MAINTENANCE ACTIONS TO MAINTAIN STORMWATER MANAGEMENT FACILITY PERFORMANCE ON A MONTHLY BASIS.

PUBLIC WORKS DEVELOP AN SOP THAT OUTLINES POLLUTION PREVENTION MEASURES WHEN CLEANING UP ABANDONED CAMPSITES IN PUBLIC AREAS.

PUBLIC WORKS DEVELOP AN SOP FOR PESTICIDE AND FERTILIZER STORAGE, APPLICATION, AND DISPOSAL. STAFF HAVE CONDUCTED INSPECTIONS OF HIGH-PRIORITY BUSINESSES IDENTIFIED THROUGH THE INDUSTRIAL/COMMERCIAL FACILITY SCREENING PROGRAM. DURING SITE INSPECTIONS, STAFF REVIEWS ONSITE STORMWATER SYSTEMS, POLLUTION PREVENTION MEASURES, MATERIAL TRANSPORT AND STORAGE, AND WASTE DISPOSAL. THE INDUSTRIAL/COMMERCIAL FACILITIES STRATEGY HAS BEEN UPDATED TO REFLECT NEW PERMIT LANGUAGE AND SUBMITTED THE FINAL DOCUMENT (WITH COMMENTS ADDRESSED) TO THE DEQ AND IS NOW AVAILABLE ON THE CITY'S WEBSITE

STAFF ARE BEGINNING THE PROCESS OF TRANSLATING PUBLISHED PUBLIC INFORMATIONAL FLIERS AND KEY PROGRAM OUTREACH INFORMATION TO LOAD THEM ON THE DEPARTMENT'S WEBSITE.

THE GREEN INFRASTRUCTURE/LOW IMPACT DESIGN (LID) STRATEGY HAS BEEN COMPLETED TO REFLECT NEW, PERMIT LANGUAGE & A GAP ANALYSIS HAS BEEN PERFORMED ON ALL MUNICIPAL CODES AND STANDARDS TO ENSURE THERE ARE NO BARRIERS TO LID IMPLEMENTATION. A TECHNICAL REVIEW MEMO OF THE GAP ANALYSIS HAS BEEN MADE AVAILABLE TO THE PUBLIC AND DEQ IN THE ONLINE LIBRARY.

TWO CAPITAL IMPROVEMENT PROJECTS HAVE BEEN CONSTRUCTED AS A RESULT OF ADDRESSING THE 2015 HYDROMODIFICATION ASSESSMENT TO MINIMIZE STREAM BANK EROSION AND IMPROVE WATER QUALITY. SITE PRIORITIZATION, ASSESSMENT, AND PLANNING FOR FUTURE IMPROVEMENTS IS ONGOING. AN UPDATE IS REQUIRED BY THE DEQ AND WAS SUBMITTED WITH THE MS4 ANNUAL REPORT.

2021-2023 Commission Goals and Strategies

Job Category

March 2024 UPDATE			
Department Contact:	Kendall Reid	Date:	2/29/2023
Percentage Complete:	98%	Target Completion:	4/30/24
Goal 2.5 Parks Master Plan			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) THE MASTER PLAN WILL PROVIDE A VISION FOR THE DEVELOPMENT, MAINTENANCE, AND OPERATION OF THE ENTIRE PARK SYSTEM. IT WILL PROVIDE SPECIFIC TOOLS AND GUIDANCE FOR ACHIEVING THE GOALS AND SPECIFIC ACTION ITEMS ENVISIONED BY CITY STAFF AND THE COMMUNITY. IT WILL PROVIDE AN INVENTORY OF EXISTING PARKS AND RECREATION FACILITIES; FINDINGS FROM THE PLANNING PROCESS AND COMMUNITY ENGAGEMENT; VISION STATEMENT, GOALS, AND RECOMMENDATIONS FOR SYSTEM-LEVEL AND PARK-SPECIFIC IMPROVEMENTS; PARK LAND ACQUISITION STRATEGY; AND SUGGESTED FUNDING STRATEGY. THE PROCESS WILL TAKE APPROXIMATELY 24 MONTHS, AND WE WILL WORK WITH A CONSULTANT TO COMPLETE THIS PLAN.			
STATUS UPDATE: CURRENTLY, WE ARE MAKING SIGNIFICANT PROGRESS TOWARDS FINALIZING THE PLAN. WE ARE WORKING ON JOURNEY-MAPPING MODELS AND FINALIZING THE CIP PLAN WITH OUR CONSULTANTS. OUR CONSULTANTS ARE SET TO PRESENT THE FINAL DRAFT OF THE MASTER PLAN VIRTUALLY AT THE PRAC MEETING ON MARCH 28TH, THE CIC MEETING ON APRIL 1ST, AND THE PLANNING COMMISSION MEETING ON APRIL 22ND. ADDITIONALLY, WE HAVE SCHEDULED AN IN-PERSON STAFF TRAINING AND PUBLIC ENGAGEMENT EVENT ON MAY 6TH AND AN IN-PERSON CITY COMMISSION MEETING ON MAY 7TH. FINALLY, OUR CONSULTANTS WILL PRESENT THE FINAL DRAFT AT THE YAC MEETING VIRTUALLY ON MAY 13TH. WE ARE PLEASED WITH THE PROGRESS WE HAVE MADE SO FAR AND LOOK FORWARD TO SHARING THE FINAL PARKS MASTER PLAN. • PROVIDED CIP PLAN PROJECT LIST TO CONSULTANTS – NOVEMBER 14TH • JOURNEY-MAPPING TOP 10 WITH MANAGERS – OCTOBER 31ST • CIP PLAN MEETING WITH CONSULTANTS – OCTOBER 25TH • SDC / MASTER PLAN CHECK-IN MEETING – SEPTEMBER 26TH • CONSULTANT PRESENTED TO YAC -AUGUST 14TH • JOURNEY-MAPPING MODEL MEETING WITH MANAGERS – AUGUST 10TH Continued next page....			

- **CONSULTANT PRESENTED TO CIC – AUGUST 7TH**
- **HAPPIFEET APP LAUNCHED AND MARKETED IN PARKS**
- **CONSULTANT PRESENTED UPDATE TO CITY COMMISSION – JULY 11TH**
- **CULTURE TRAINING WITH PARKS AND RECREATION STAFF – JULY 11TH**
- **PUBLIC ENGAGEMENT EVENT – JULY 10TH AT CITY HALL**
- **CONSULTANT PRESENTED TO PRAC – JUNE 22ND**
- **COMPREHENSIVE PLAN DRAFT PRESENTED TO PARKS DEPARTMENT – JUNE 2023**
- **MET WITH CONSULTANT TO DISCUSS FINAL DRAFT OF PLAN – MAY 21ST**
- **FINANCIAL ANALYSIS AND DEVELOPMENT OF A FUNDING PLAN – MARCH 2023**
- **MET WITH CONSULTANT TO DISCUSS ONLINE SURVEY RESULTS – FEBRUARY 17TH**
- **UPDATED PROJECT PLAN RECEIVED FROM CONSULTANT FEBRUARY 3RD**
- **UPDATE PROVIDED TO PRAC ON JANUARY 26TH**
- **HELD SECOND PUBLIC ENGAGEMENT MEETING AT CITY HALL – JANUARY 23RD**
- **2-DAY DEPARTMENT COLLABORATION ON STRATEGY DEVELOPMENT AND FUTURE VISION – JANUARY 23-24TH**
- **PUBLIC ENGAGEMENT MEETING – DECEMBER 5TH AT ROBERT LIBKE AT 6 PM**
- **STRATEGIC PLANNING MEETING – DECEMBER 5TH & 6TH AT CITY HALL**
- **UPDATE PROVIDED TO PRAC ON DECEMBER 1ST**
- **UPDATE PROVIDED TO CITY COMMISSION ON NOVEMBER 16TH**
- **ONLINE SURVEY WAS COMPLETED ON OCTOBER 10TH**
- **STATISTICALLY VALID SURVEY WAS COMPLETED ON SEPTEMBER 26TH**
- **ETC SURVEY WAS MAILED TO ALL OREGON CITY RESIDENTS ON AUGUST 6TH AND THE ONLINE SURVEY GOES LIVE AUGUST 22ND AND CLOSSES ON SEPTEMBER 30TH.**
- **FIRST PUBLIC ENGAGEMENT MEETING ON JUNE 2ND TO INTRODUCE CONSULTANT TO THE CITY AND OUTLINE PROJECT TIMELINE. GATHERED FEEDBACK FROM ATTENDEES ABOUT WHAT THEY WANT TO SEE IN OREGON CITY PARKS.**
- **ONSITE VISIT AND STAKEHOLDER INTERVIEWS TOOK PLACE JUNE 1 -2ND**
- **PARKS MASTER PLAN WEBSITE WENT LIVE ON MAY 16TH**
- **THE PARKS MASTER PLAN CONTRACT WAS APPROVED ON APRIL 6TH**
- **AN INTENT TO AWARD WAS POSTED ON MARCH 16TH. PROS CONSULTING LLC HAS BEEN CHOSEN AS THE FIRM WHOM WE WILL BE WORKING WITH FOR THE PARKS MASTER PLAN.**
- **AN RFP WAS ISSUED TO SEEK A CONSULTANT TO UPDATE THE PARKS MASTER PLAN IN DECEMBER 2021.**
- **AN RFP WAS PUBLISHED AND WE ARE SEEKING PROPOSALS FOR THE PARKS MASTER PLAN. PROPOSALS ARE DUE ON FEBRUARY 4TH. WE WILL REVIEW THE RECEIVED PROPOSALS AND CHOSE AN APPROPRIATE CONSULTANT TO MOVE FORWARD WITH. AN EXPECTED ANNOUNCEMENT OF THE WINNING PROPOSAL WILL HAPPEN ON FEBRUARY 18TH.**

2021-2023 Commission Goals and Strategies



Item a.

March 2024 UPDATE			
Department Contact:	Economic Development	Date:	9/21/2023
Percentage Complete:	95%	Target Completion:	6/30/2023
Goal 2, Strategy 2.6 Assess the Communication Infrastructure and Equipment			
<i>STRATEGY TO ESTABLISH COMMUNITY -WIDE FIBER OPTIC CONNECTIVITY TO HOMES AND BUSINESSES THROUGHOUT OREGON CITY.</i> IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) - THERE HAS BEEN NO NEW INFORMATION SINCE SEPTEMBER 2023 - COMPLETE INTERNAL REVIEW OF DRAFT FINAL REPORT - PRESENT TO CITY COMMISSION FOR REVIEW AND DIRECTION.			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) - STAFF IS DEVELOPING ITS RECOMMENDATIONS FOR CITY COMMISSION'S REVIEW. - STAFF MANAGEMENT HAVE BEEN GIVEN ACCESS TO THE FINAL DRAFT REPORT AND ARE BEING ASKED TO PROVIDE THEIR COMMENTS AND INPUT BEFORE IT IS SUBMITTED TO THE CITY COMMISSION. - COMPLETED CITY-WIDE SURVEY TO UNDERSTAND HOW MUCH IMPORTANCE RESIDENCE AND BUSINESSES PLACE ON HIGH-SPEED BROADBAND CONNECTIVITY. COMPLETED SURVEYS WERE RECEIVED FROM 407 RESIDENTIAL PARTICIPANTS. 92% SAID THAT ACCESS TO AFFORDABLE BROADBAND IS AS ESSENTIAL AS OTHER UTILITIES - INITIAL DRAFT INTERIM REPORT WITH RECOMMENDATIONS WAS SUBMITTED BY THE CONSULTANT TO THE ECONOMIC DEVELOPMENT DEPARTMENT FOR REVIEW - PROMOTED THE STUDY TO THE PUBLIC VIA WEEKLY AND QUARTERLY OREGON TRAIL NEWS - MAGELLAN ADVISORS WAS CHOSEN AS THE FIBER OPTICS STUDY CONSULTANT - DETERMINED THAT FUNDING FOR BROADBAND CONSULTANTS TO CONDUCT THE FIBER-OPTIC FEASIBILITY STUDY IS ELIGIBLE UNDER THE AMERICAN RESCUE PLAN ACT - RECEIVED INFORMATION FROM ANOTHER CITY WITHIN OREGON ON THEIR APPROACH TO ESTABLISHING FIBEROPTIC CONNECTIVITY WITHIN THEIR CITY - STAFF HAS BEGUN DRAFTING AN RFP TO ENGAGE BROADBAND CONSULTANTS - RFP COMPLETED AND DISTRIBUTED TO BROADBAND CONSULTANTS - DEADLINE TO RECEIVE RFPS BACK FROM BROADBAND CONSULTANTS IS NOV. 19TH - DISTRIBUTED 4 RFPS TO VARIOUS BROADBAND CONSULTANTS ONLY RECEIVED ONE BACK - STAFF WILL MEET THE WEEK OF DEC 6, 2021, TO REVIEW THE PROPOSAL - WILL BE ENTERING INTO A CONTRACT WITH MAGELLAN ADVISORS IN FEBRUARY. CONTRACT WILL BE ON FEBRUARY 2, 2022, CITY COMMISSION CONSENT AGENDA. - HAVE REGULAR PROJECT MEETINGS WITH MAGELLAN ADVISORS			

2021-2023 Commission Goals and Strategies

Job Category



Item a.

March 2024 UPDATE			
Department Contact:	Tony Konkol	Date:	3/12/24
Percentage Complete:	90%	Target Completion:	6/30/24
Goal 2, Strategy 2.7 Develop a citywide facility master plan			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) • THE DRAFT MASTER PLAN HAS BEEN DISCUSSED AT BY THE CITY COMMISSION AT TWO WORKSESSIONS. THE FINAL DOCUMENT WILL BE BROUGHT TO THE CITY COMMISSION FOR CONSIDERATION ONCE EDITS RESPONDING TO COMMISSION INPUT HAS BEEN COMPLETED. • A DRAFT OREGON CITY 20-YEAR MASTER PLAN SITE ASSESSMENT AND NEEDS STUDY IS IN REVIEW. • THE FACILITIES MASTER PLAN WILL EVALUATE THE CITY'S EXISTING FACILITIES AND PROVIDE A 20-YEAR MASTER PLAN THAT WILL CONSIST OF STRATEGIES, SUSTAINABILITY OPPORTUNITIES, BUDGET ESTIMATES, BUILDING SPACE AND SQUARE FOOTAGE ALLOCATION NEEDS, AND SCHEDULES THAT REFLECT CITY GOALS AND FUTURE NEEDS TO SUPPORT THE COMMUNITY. • THE FOLLOWING BUILDINGS WILL BE INCLUDED IN THE FACILITIES MASTER PLAN: PUBLIC WORKS – CENTER STREET, CITY HALL, COMMUNITY DEVELOPMENT BUILDING, END OF THE OREGON TRAIL INTERPRETIVE CENTER, ERMATINGER HOUSE, PUBLIC WORKS OPERATION FACILITY – FIR STREET, 7TH STREET FIRE STATION, LIBRARY, PIONEER COMMUNITY CENTER, OREGON CITY POOL, TRAIN DEPOT, ROBERT LIBKE PUBLIC SAFETY FACILITY, MT. VIEW RESERVOIR FACILITY, BUENA VISTA HOUSE, AND MT. VIEW CEMETERY. STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) • Oregon City contracted with Scott Edwards Architecture LLP (SEALLP). • Programming workshops have occurred. • Facilities Master Plan was finalized and submitted to the City Manager from SEALLP. • The site visits will document information (general condition, access, storage, and parking capacity for staff/visitors) and identify the work and public services being provided at each location.			

2021-2023 Commission Goals and Priorities

March 2024 UPDATE

Department Contact:	Planning/Public Works	Date:	3/12/2024
Percentage Complete:	40%	Timeline:	Ongoing
Goal 7, Strategy 7.1 - Determine and Establish Relationships with the Tribes that have a Shared History with Oregon City			
IMPORTANT OR RELEVANT DATES/MILESTONES: - Continual identification of opportunities to improve communication: - ongoing meetings - Staff continue to meet with staff from CTGR and CTUIR monthly to ensure open communications. - Additionally, for all new land use applications, Planning staff send notification to tribal contacts.			
Status: - Confederated Tribes of the Umatilla Indian Reservation - Staff meet regularly with staff from the Confederated Tribes of the Umatilla to discuss the Cayuse Five Tribute project. The City Commission authorized \$150,000 towards completion and staff are continuing to support the delivery of the Cayuse Five Tribute. - City Commissioners and staff met with CTUIR Board of Trustees in July 2023 in support of government-to-government relations. - After this meeting, design work on the Cayuse 5 Tribute was finalized and presentations were made to the Historic Review Board and the Parks and Recreation Advisory Committee. - The Cayuse 5 Memorial project is designed, has reached land use approval, the design was also approved by the HRB and PRAC, bids have been solicited and the project is scheduled to be awarded at the ongoing March 20 City Commission Meeting. - The Cayuse Tribute will be completed late spring/early summer 2024 and Staff continues to work with CTUIR Staff on the commemorative event and agreement for long term management of the Tribute. - Confederated Tribes of the Grand Ronde: - Staff meet monthly with staff from the Confederated Tribes of Grand Ronde to identify opportunities to increase communication, explore formalizing a government-to-government relationship, and support private development. - Staff also continue to meet separately with CTGR regarding redevelopment of the Blue Herron site now called Tumwata Village. Staff visited the site in late May to learn more about the redevelopment plans.			

- Staff and the Consultant Design Team meet separately with the CTGR regarding the McLoughlin Boulevard Enhancement (10th to tumwata village) to discuss the project and the various findings as we move through the study.
- The Willamette Falls project team discontinued meetings in March 2022 when it became clear that progress was not being made.

Item a.