



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

REVISED

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, March 16, 2022 at 7:00 PM

EXECUTIVE SESSION OF THE CITY COMMISSION:

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

- Pursuant to ORS 192.660(2)(e): to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

- Pursuant to ORS 192.660(2)(f): To consider information or records that are exempt by law from public inspection.

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

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

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

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. Greater Oregon City Watershed Council Annual Report

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

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

[7a.](#) Resolution No. 22-11, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the Beaver Creek North Campus Development Project and Declaring an Emergency

[7b.](#) Resolution No. 22-13, Amend Current Oregon City Library Advisory Board Bylaws

[7c.](#) Amendment No. 1 to the Personal Services Agreement with DeSantis Landscape, Inc. for the Street Division of Public Works Landscape Maintenance Services.

[7d.](#) Amendment No. 1 to the Public Works Urban Renewal Landscape Maintenance Services Personal Services Agreement

[7e.](#) Public Improvement Contract with Trench Line Excavation, Inc. for the Clairmont Area Waterline Replacements Project (CI 21-012)

[7f.](#) Change Order No. 1 for the 4th and 6th Streets Utility Replacement Project (CI 21-013)

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

[9a.](#) Transfer of Real Property located at 13776 Canyon Court to the City of Oregon City

[9b.](#) Intergovernmental Agreement (IGA) between Water Environment Services (WES) and City of Oregon City for Regional Inflow and Infiltration (I/I) Reduction

[9c.](#) Resolution No. 22-12, Revocable Long-Term Obstruction in the Right-of-Way at 508 4th Avenue

[9d.](#) Personal Services Agreement with MGT Consulting for Consultant Services and the Delivery of Diversity, Equity, and Inclusion Initiatives

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

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 WPMC at 503-650-0275 for a programming schedule.



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 03/16/2022

SUBJECT:

Resolution No. 22-11, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the Beavercreek North Campus Development Project and Declaring an Emergency

STAFF RECOMMENDATION:

Approve Resolution No. 22-11, authorizing the night work related to the construction of a new water main for the Beavercreek North Campus Development Project that impacts water usage for properties within the vicinity.

EXECUTIVE SUMMARY:

The City has permitted and is overseeing construction of the Beavercreek North Campus Development Project. The project is required to add a new water main. Adding a new water main to the existing water main within Beavercreek Road will require shut-off of water services in the vicinity. The project anticipates the work on Beavercreek Road to occur sometime between March 21 to March 25, 2022. The project will perform work from 8:00 PM to 5:00 AM which is outside typical high-traffic hours and high-usage hours for water. However, an exemption from OCMC 9.12.023 is requested because OCMC 9.12.023 prohibits loud or unusual noises or other activities which may disturb the peace and comfort of adjacent residences between the hours of 10:00 PM and 7:00 AM.

The project requires night work for construction of the water main within Beavercreek Road. Work outside of specified allowed work hours is prohibited without City Commission approval in residentially zoned neighborhoods per Oregon City Municipal Code Section (OCMC) 9.12.023. Working during the day would detrimentally affect the operators of adjacent places of business.

OCMC Section 2.52.020 defines “emergencies” to include “utility or transportation emergencies.” Resolution No. 22-11 will allow utility work on a temporary emergency basis. The resolution will allow night work to occur from March 21 to March 25, 2022, to limit shut-off of water services within the vicinity of the project to non-peak usage hours,

and to support the safety of construction staff and safe public travel in Beaver Creek Road.

BACKGROUND:

A new industrial complex is proposed near the intersection of Clairmont Drive and Beaver Creek Road (located at 19314 Beaver Creek Road) and was approved under land use file GLUA-19-00048. The project involves installing new water main to support the proposed industrial complex. The construction of new water main is within the city limits of Oregon City. The design has been reviewed by the Public Works Department and is approved.

The development requires night work because day construction would disrupt residents and businesses that must have active water services during the day. Also, Beaver Creek Road is a heavily traveled road.

The work is proposed to occur at the intersection of Clairmont Drive and Beaver Creek Road. The development desires the working hours to be 8:00 PM to 5:00 AM, for the dates of March 21 to March 25, 2022.

Per Oregon City Municipal Code (OCMC) 2.52.020, “emergencies” include “utility or transportation emergencies.” OCMC 2.52.040 (L) authorizes the City, in cases of emergency, to “order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency.” Adoption of Resolution No. 22-11 provides City Commission approval for temporary emergency night work.

Property owners within 300 feet of the construction area will be notified via a form letter which includes construction management staff contact information.

OPTIONS:

1. Approve Resolution No. 22-11 as requested.
2. Approve Resolution No. 22-11, with specific modifications.
3. Deny Resolution No. 22-11. If the Commission chooses to deny the Resolution, staff requests direction on how to proceed.

RESOLUTION NO. 22-11**A RESOLUTION DECLARING AN EMERGENCY AND TEMPORARILY EXEMPTING THE CONSTRUCTION ACTIVITIES IN BEAVERCREEK ROAD RIGHT-OF-WAY AND TRAVEL LANES ASSOCIATED WITH THE BEAVERCREEK NORTH CAMPUS DEVELOPMENT PROJECT FROM THE PROHIBITION AGAINST UNLAWFUL NOISES**

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

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

WHEREAS, the City would be acting in the best public interest by facilitating the completion of the water main construction serving the Beavercreek North Campus (“Project”) by limiting water shut off period to night time; and

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

WHEREAS, OCMC 9.12.023(E) declares the construction, demolition, alteration or repair of any building or the excavation of any streets and highways in a residentially zoned neighborhood between the hours of 10:00 PM and 7:00 AM, Monday through Saturday; and between 8:00 PM and 9:00 AM on Sunday to be a violation.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission declares an emergency, limited to the water utility construction within Beavercreek Road associated with the Beavercreek North Campus Development (“Project”) as shown in the map attached as Exhibit A to this resolution. Consistent with OCMC 2.52.070 and, by this resolution, the Commission declares an emergency from March 21, 2022 at 8:00 PM to March 25, 2022 at 5:00 AM.

Section 2. Based on the emergency identified above, the City Commission grants the construction activities in the Beavercreek Road rights-of-way exemption from Section 9.12.020 of the Oregon City Municipal Code for construction activities associated with constructing the water lines in the Project area and affecting the water services in Beavercreek Road, during the period identified above in Section 1 of this resolution.

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

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

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

Approved and adopted at a regular meeting of the City Commission held on the 16th day of
March 2022.

Item 7a.

Rachel Lyles Smith, Mayor

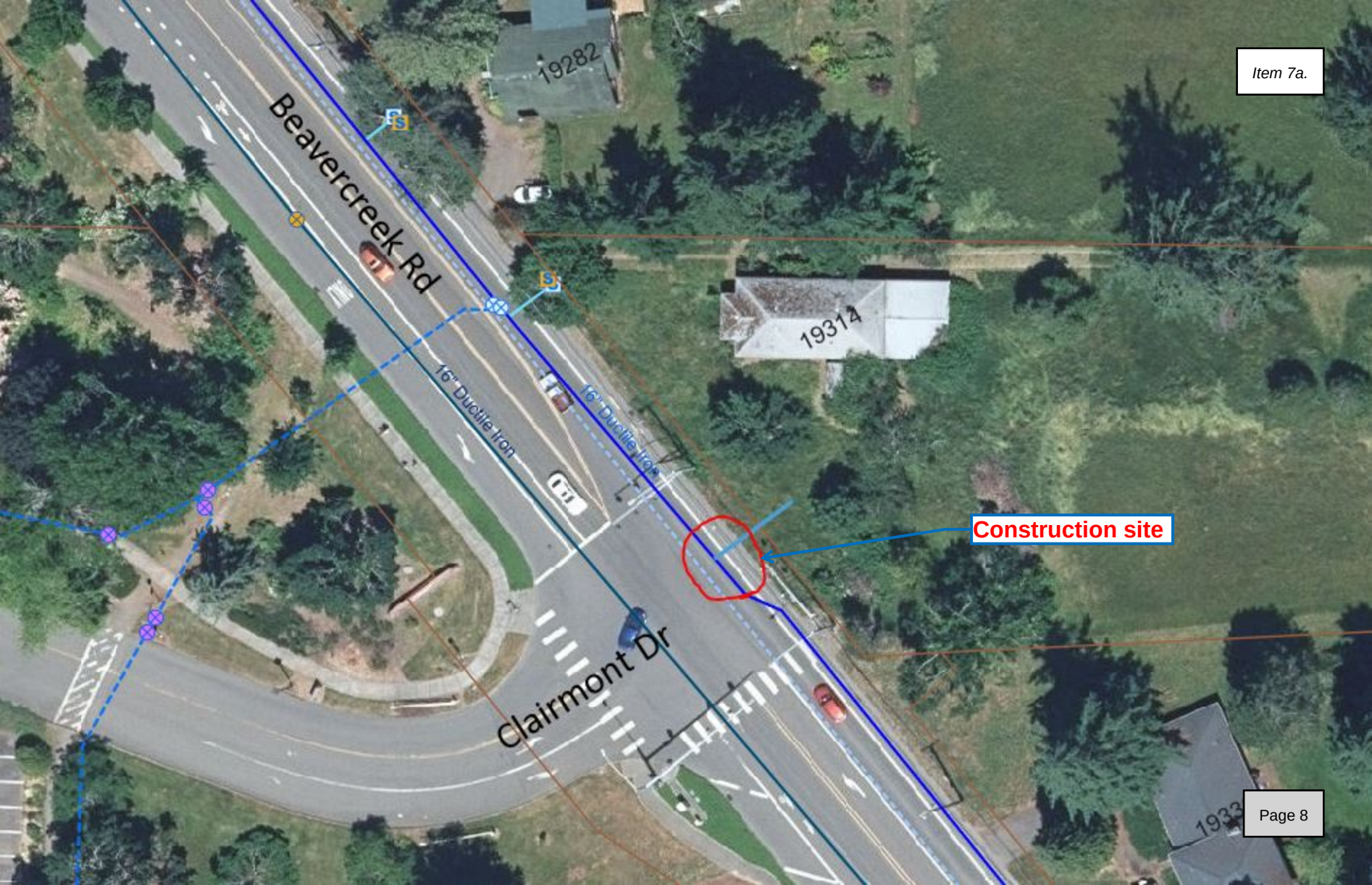
Attested to this 16th Day of March 2022

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Attachment:
Exhibit A – Site Map



Construction site

3/14/2022

RE: Night Construction Work – Beaver Creek Rd and Clairmont Dr

Dear Current Resident,

This notice is to make you aware of some night work that will be happening in your neighborhood in hours of 8pm to 5am. The work will occur between March 21st, 2022 and March 25th, 2022.

This project and affiliated night work have been reviewed by the city.

Project information:

<i>Purpose:</i>	Provide connection to existing water main.
<i>Location:</i>	Beaver Creek Rd and Clairmont Dr
<i>Work Type:</i>	Trenching, backfill, plumbing connection

For additional information, please see contacts below.

Project Contacts:	Dan Loscar, Superior Excavation Inc. 503-999-8335 loscar@superiorexcavationinc.com
-------------------	--

City Contacts:	Justin Gough 971-712-3029 (cell) jgough@orccity.org Dante Posadas 503-974-1587 dposadas@orccity.org Sang Pau 503-657-0891 (office) spau@orccity.org
----------------	---

The allowed night hours are **8 PM to 5 AM, Monday through Saturday.**

~~**BEAVERCREEK STRUCTURES
LLC**
1300 JOHN ADAMS ST STE 104
OREGON CITY, OR 97045~~

~~**OCCUPANT**
19560 SEBASTIAN WAY
OREGON CITY, OR 97045~~

CLACKAMAS CO AREA ED DIST
19600 S MOLALLA AVE
OREGON CITY, OR 97045

OCCUPANT
19600 MOLALLA AVE #1
OREGON CITY, OR 97045

CLACKAMAS COMM COLLEGE
19600 MOLALLA AVE
OREGON CITY, OR 97045

Bob Cochran
Dean of Campus Services
Clackamas Community College
19600 Molalla Ave, Oregon City, OR 97045
503-594-6790 • bobc@clackamas.ed

COURTER WALTER L
19336 BEAVERCREEK RD
OREGON CITY, OR 97045

~~**EMMERT TERRY W**
11811 SE HWY 212
CLACKAMAS, OR 97015~~

FLATCAT LLC
19262 BEAVERCREEK RD
OREGON CITY, OR 97045

~~**OCCUPANT**
19246 WACHENO PKWY
OREGON CITY, OR 97045~~

OCCUPANT
19272 BEAVERCREEK RD
OREGON CITY, OR 97045

OCCUPANT
19282 BEAVERCREEK RD
OREGON CITY, OR 97045

~~**OCCUPANT**
19314 BEAVERCREEK RD
OREGON CITY, OR 97045~~



OREGON CITY PUBLIC WORKS POLICIES & PROCEDURES

City Code and Public Works Standards References: Oregon City Municipal Code 9.12.020, Oregon City Public Works Typical Preconstruction Agenda Items

Subject: *Noise Variances* - Standard Operating Policy (SOP)

Effective Date: 04/30/2020

Prepared By: Josh Wheeler,
P.E.

Approved: DW

Purpose

Establishes a policy that provides guidance on noise policy, noise restrictions, and process to seek an exception to Oregon City Municipal Code and established Public Works Right-of-Way construction hour policy.

This policy only refers to policy, restrictions, and processes with respect to Right-of-Way Construction.

City Code

Oregon City Municipal Code 9.12.020 provides guidelines on “Disturbing the Peace” and details prohibited noises and hours that noises are allowed.

Noises that are restricted as it relates to construction areas:

Operation of mechanically powered domestic tools, lawn equipment, garden tools, chainsaws, blowers or similar devices, in a *residentially zoned neighborhood* between the hours of ten p.m. and seven a.m.

The construction, demolition, alteration, or repair of any building or the excavation of any streets and highways in a *residentially zoned neighborhood* between the hours of ten p.m. and seven a.m., Monday through Saturday; and between eight p.m. and nine a.m. on Sunday.

These working hours generally relate to Building Construction although are applicable to the public right-of-way.

Public Works Standards

Construction Hours for the public right-of-way are defined to reduce the impact to the traveling public as well as create a time period during normal business hours where City representatives are available for questions.

The Oregon City Public Works Typical Preconstruction Agenda Items as well as the Public Works website provides the allowable working hours within the public right-of-way.

Stated Construction Hours:

Monday through Friday: 7:00 AM – 6:00 PM

Saturday: 9:00AM – 6:00 PM

Sundays and Holidays: No Work Allowed.

Public Works construction standards apply only to the public right-of-way.

Work may be restricted further in public rights-of-way if the City believes the construction will cause unreasonable delays to the flow of traffic. The City has the right to restrict the hours for a specific project, as well as after a project has begun, if the City feels it is in the best interest of the public.

Holidays are defined as those days where City Hall is closed due to observance of a national or state holiday.

Policy

Public Right-of-Way

Construction Hours for the Public Right-of-Way are stated in the Pre-Construction Meeting Agenda as well as the City Website at <https://www.oregoncity.org/publicworks/construction-work-hours>.

Exceptions to loud noises are discussed in OCMC 9.12.024. Exemptions relating to construction are:

- a. Sounds caused by the performance of emergency work or training thereof, or by the ordinary and accepted use of emergency apparatus and equipment.
- b. Blasting, under permit.
- c. Sounds caused by power tools during the hours of seven a.m. and ten p.m.

To receive an exception to these hours, the request must be made to the Public Works Department, Construction Services Division.

The request must state the following:

1. Desired Construction Hours
2. Location of Work
3. Regional Map showing zoning of all properties within 300 feet
4. Type of Work being performed
5. Reason Work should be permitted outside of the stated working hours

The request will be reviewed by the Public Works Department.

Scenario 1:

If the request is for work that is located beyond 300 feet of a residentially zoned property, the Public Works Department shall use the following criteria:

- A. Is the work an emergency?
 - a. If so, the work will be allowed
- B. Will the work substantially disrupt daytime traffic?
 - a. If not, the work will be allowed.
- C. Will the work substantially increase the risk of the contractor or City employees by working regular business hours?
 - a. If not, the work will be allowed.

The answer to these questions will be solely by the engineering judgment of the Public Works Department. The Public Works Department shall use the above criteria to provide a recommendation to the City Manager. If the City Manager supports the request, a letter authorizing night work will be issued. Any requests of this type must provide a minimum one-week notice for review and processing.

Scenario 2:

If the request is for work that is located within 300 feet of a residentially zoned property, the Public Works Department shall use the above criteria to provide a recommendation to the City Manager. If the City Manager supports the request, the Public Works Department shall seek approval from the City Commission. Only the City Commission may provide approval for alternate construction hours when near residential property. The project will need to be classified as an emergency to receive an exemption as stated in OCMC 9.12.024.

Section 21 of Chapter V of the City Charter designates the City Manager to be responsible to see that all ordinances are enforced. The City Code is adopted by ordinance.

However, OCMC 2.52.030 designates the City Commission as the authority to declare emergencies unless it is reasonably practical for the Commission to not do so. Processing of overnight work outside of normal working hours shall not be deemed an immediate emergency and, therefore, shall follow the process of seeking City Commission approval.

Any requests of this type must provide a minimum four-week notice for review and processing.

*Extreme emergencies will be handled on a case by case basis.

Private Property

Generally, work is allowed between the hours of 7:00 a.m. to 10:00 p.m. Monday through Saturday, and 8:00 a.m. to 9:00 p.m. on Sundays.

Any work outside of these time frames requires approval of the City Manager. Requests should be made to the Building Department who issued the permit.



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: 03/16/2022

SUBJECT:

Resolution No. 22-13, Amend Current Oregon City Library Advisory Board Bylaws

STAFF RECOMMENDATION:

Staff recommends the City Commission approve Resolution No. 22-13.

EXECUTIVE SUMMARY:

The Library Advisory Board and Library Staff are recommending updates to the Library Advisory Board bylaws which will clarify procedures for the establishment of Library Advisory Board committees and will improve Library Advisory Board communication and engagement with other quasi-advisory bodies, such as the Library's Teen Advisory Group and Because Accessibility Matters Advisory Council.

BACKGROUND:

The City Commission has established the Library Advisory Board ("Library Board") to advise the City Commission and Library Director on policy matters pertaining to the Oregon City Library and such other matters, as detailed in Oregon City Municipal Code 2.44.030.

In the past, the Library has also independently established other quasi-advisory bodies to provide staff with feedback and perspectives on Library services, programs, and policies. Currently, two such bodies are active and meet on a regular basis: our Teen Advisory Group ("TAG") and our Because Accessibility Matters ("BAM") Advisory Council. Supplemental information regarding both groups is included with this staff report.

While the feedback from our Teen users and our disability community provided through these groups is invaluable, there has historically been little interaction and or communication between these quasi-advisory bodies and the Library Board. In addition, no formal mechanism currently exists for the Library Board to receive,

consider, and weigh in on the advice, feedback, or recommendations from these other groups.

In order to ensure better communication and engagement between the Library Board and TAG, BAM, or any other similar groups that may be established in the future, and to better ensure that recommendations and feedback from such groups flow through the City's duly-designated library advisory body, the Library Board and library staff are recommending the changes to the Library Board bylaws which will allow BAM, TAG, and any other such groups to be formally established as committees of the Library Board.

The current bylaws (Article IV, Section 3) provide that "[t]he Chairperson...is responsible for identification of subcommittees," however the bylaws provide no further indication of how such committees/subcommittees should be constituted or coordinated. The proposed amendments seek to better define how these groups are established, how appointments are made, and how the Library Board engages and communicates with these committees.

The proposed Article IV, Section 6 provides for the following:

- The Library Board Chair, with the approval of the Library Board, may establish standing or special Library Board committees, each having a specific charge, purpose, and/or objectives.
- In cases where a committee consists entirely of Library Board members, the Chair shall make appointments.
- In cases where a committee includes non-Library Board members (e.g., TAG or BAM):
 - The Chair shall appoint at least one member of the Library Board to serve as a liaison to the committee.
 - The Library Director or staff designee will make appointments to the committee, with the advice of the appointed liaison.
 - The appointed liaison will periodically report to the full Library Board on the committee's activities.
 - At least annually, each committee will provide a formal report/update to the full Library Board.

As an example, if the amendment is approved, our Teen Advisory Group would be formally constituted as a committee of the Library Board. A Library Board liaison to TAG would be designated. Youth Services staff would continue to recruit TAG members and would make appointments after consultation with the appointed Library Board liaison. The liaison would periodically report on TAG activities, and at least once a year, a representative of TAG would report on TAG's activities and/or recommendations to the Library Board.

This amendment was first discussed by the Library Board at their August 11, 2021 meeting. The amendment was unanimously recommended by the Library Board at their February 9, 2022 meeting. Library staff fully support the proposed amendment.

OPTIONS:

1. Approve Resolution No. 22-13, as submitted.
2. Approve Resolution No. 22-13, with amendments.
3. Do not approve Resolution No. 22-13 and provide staff with alternate direction.

BUDGET IMPACT:

Amount: n/a

FY(s): n/a

Funding Source(s): n/a

RESOLUTION NO. 22-13

A RESOLUTION AMENDING BYLAWS FOR THE LIBRARY ADVISORY BOARD

WHEREAS, The City Commission has established the Library Advisory Board to advise the City Commission and Library Director on policy matters pertaining to the Oregon City Library and such other matters, as detailed in Oregon City Municipal Code 2.44.030; and

WHEREAS, the City Commission adopted the Library Advisory Board's current bylaws on February 19, 2020; and

WHEREAS, the Library Advisory Board reviewed the proposed changes to its bylaws at the February 9, 2022 Library Advisory Board regular meeting; and

WHEREAS, the Library Advisory Board unanimously voted at the same meeting to recommend the proposed changes to its bylaws to the City Commission.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission approves and adopts the amendments to the bylaws for the Library Advisory Board attached as Exhibit A.

Section 2. This resolution shall take effect immediately upon its adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 16th day of March 2022.

RACHEL LYLES SMITH, Mayor

Attested to this 16th day of March 2022:

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Attachments:
Exhibit A – Amended Library Advisory Board Bylaws

OREGON CITY LIBRARY ADVISORY BOARD

BY-LAWS

(Adopted/Amended February 2020)

I. CREATION

The Oregon City Library Advisory Board was established by the City Commission of Oregon City to advise the City Commission and Library Director on policy matters pertaining to the Oregon City Library and such other matters as detailed in Oregon City Municipal Code 2.44.030.

II. NAME

Title name of this organization is the Oregon City Library Advisory Board, hereinafter referred to as the LIBRARY BOARD.

III. PURPOSE

The following lists the objectives and responsibilities relative to the purpose of the Library Board:

1. Maintain active communications with the Library Director Library Managers, Staff, and other relevant City staff.
2. Advise the City Commission and Library Director on policy matters pertaining to the city public library.
3. Assist in the preparation and presentation of the library's annual operating budget.
4. Assist in the development of short and long-term goals for the provision of library services to the community.
5. Represent the interests of the library users of the Oregon City Library service area.
6. Foster public knowledge and support of the library's role in the community and promote the use of the library by Oregon City Library service area residents.

7. Participate in network or state activities intended for library board members that promote or advance the cause of library services.
8. Perform such other related duties as requested by the City Commission.
9. Provide public meeting time for citizen input.

IV. ORGANIZATION

1. The LIBRARY BOARD shall consist of seven (7) appointed members. They shall consist of four (4) “city” resident positions, two (2) “out of city” positions, and one (1) “at large” position. No committee member shall serve more than two consecutive terms.
2. There will be Chair and Vice-Chair positions for the LIBRARY BOARD. Each position will be for a one-year term. The LIBRARY BOARD will select members as Chair and Vice-Chair each January with a nomination and voice vote process. The vice-chair shall assume the duties of the Chair, in the absence of the Chair.
3. The Chairperson shall preside over Library Board meetings and is responsible for seeing that Board vacancies are filled and overseeing the business of the Board.
4. The Library Director or designee shall attend meetings. Their purpose is to aid the LIBRARY BOARD through information, initiation of projects, perspective, referrals, and other customary staff support services.
5. The LIBRARY BOARD encourages citizen participation and will, from time to time, request specific or general citizen/expert input.
6. The Chairperson, with the approval of the LIBRARY BOARD, shall establish all standing or special committees. Committee objectives and/or purposes shall be expressly stated.

Committee membership may consist of LIBRARY BOARD members, library staff, library users, and/or the general public depending on the nature and purpose of the committee.

For committees consisting entirely of LIBRARY BOARD members, the Chairperson shall make committee appointments.

For committees which include library staff, library users, or the general public, the Chairperson shall designate at least one LIBRARY BOARD member to act as a liaison to the committee. Recruitment and appointment of remaining committee members shall be delegated to the Library Director or the Director's staff designee, with the advice of the appointed Liaison.

Liaisons shall periodically report to the LIBRARY BOARD on the committee's activities. Committees shall deliver a formal report to the LIBRARY BOARD on their activities at least annually.

V. MEMBER ELIGIBILITY

1. The Mayor of Oregon City will make appointments to the LIBRARY BOARD.
2. The terms for the LIBRARY BOARD will be four (4) years.
3. In order to establish continuity of membership, the terms will be structured so that no more than three member's terms expire during any one year.
4. If a member decides to resign, the Member's resignations will be filed with the Chairperson as soon as possible. A newly appointed member shall assume the remainder of the existing term.
5. After two (2) consecutive absences of any member of the Library Board, the Library Board may discuss the member's attendance and may, by a quorum of the Library Board, reach a decision to recommend that member's removal from the Library Board to the Mayor. The Chairperson will contact the member with the recommendation of the Library Board.

VI. MEETINGS

1. A minimum of 9 regular meetings shall be scheduled annually, at a time and place agreed upon by the committee.

2. The Chairperson, Library Director, or the City Commission may call special meetings, as needed. A minimum notice of 48 hours must be provided for any called special meeting.
3. A majority of the members of the Library Board will constitute a quorum
4. Library Staff shall be responsible for recording minutes for all meetings.
5. Voting will be by voice vote. No voting by proxy.
6. Formal agenda items must be submitted to the Staff Representative 5 working days prior to the meeting date.
7. Citizens may introduce future agenda items at the beginning of each meeting (limited to 5 minutes).
8. Meeting Procedure: The parliamentary procedure for meeting and operations of the Committee shall be the responsibility of and within the authority of the Chairperson. In the event there is a disagreement or objection to the procedures pursued by the Chairperson, Roberts Rules of Order, Newly Revised, shall constitute the authority.

VII. AMENDMENTS

1. The Oregon City Library Advisory Board By-Laws shall be submitted to the City Commission for approval. Once the By-Laws are approved, any modification of these By-Laws must also be approved by the City Commission before they become effective.
2. The procedure to recommend modification of these By-Laws to the City Commission shall be:
 - a. All recommended modifications are to be presented and discussed at a regularly scheduled LIBRARY BOARD meeting; recommendation to the City Commission may be made at the same meeting if consensus is reached.
 - b. A majority vote of the LIBRARY BOARD membership present is necessary to recommend a change in the By-Laws.

* * * * *

OREGON CITY LIBRARY ADVISORY BOARD

BY-LAWS

(Adopted/Amended February 2020)

I. CREATION

The Oregon City Library Advisory Board was established by the City Commission of Oregon City to advise the City Commission and Library Director on policy matters pertaining to the Oregon City Library and such other matters as detailed in Oregon City Municipal Code 2.44.030.

II. NAME

Title name of this organization is the Oregon City Library Advisory Board, hereinafter referred to as the LIBRARY BOARD.

III. PURPOSE

The following lists the objectives and responsibilities relative to the purpose of the Library Board:

1. Maintain active communications with the Library Director Library Managers, Staff, and other relevant City staff.
2. Advise the City Commission and Library Director on policy matters pertaining to the city public library.
3. Assist in the preparation and presentation of the library's annual operating budget.
4. Assist in the development of short and long-term goals for the provision of library services to the community.
5. Represent the interests of the library users of the Oregon City Library service area.
6. Foster public knowledge and support of the library's role in the community and promote the use of the library by Oregon City Library service area residents.

7. Participate in network or state activities intended for library board members that promote or advance the cause of library services.
8. Perform such other related duties as requested by the City Commission.
9. Provide public meeting time for citizen input.

IV. ORGANIZATION

1. The LIBRARY BOARD shall consist of seven (7) appointed members. They shall consist of four (4) “city” resident positions, two (2) “out of city” positions, and one (1) “at large” position. No committee member shall serve more than two consecutive terms.
2. There will be Chair and Vice-Chair positions for the LIBRARY BOARD. Each position will be for a one-year term. The LIBRARY BOARD will select members as Chair and Vice-Chair each January with a nomination and voice vote process. The vice-chair shall assume the duties of the Chair, in the absence of the Chair.
3. The Chairperson shall preside over Library Board meetings and is responsible for ~~identification of subcommittees~~; seeing that Board vacancies are filled; and overseeing the business of the Board.
4. The Library Director or designee shall attend meetings. Their purpose is to aid the LIBRARY BOARD through information, initiation of projects, perspective, referrals, and other customary staff support services.
5. The LIBRARY BOARD encourages citizen participation and will, from time to time, request specific or general citizen/expert input.
6. The Chairperson, with the approval of the LIBRARY BOARD, shall establish all standing or special committees. Committee objectives and/or purposes shall be expressly stated.

Committee membership may consist of LIBRARY BOARD members, library staff, library users, and/or the general public depending on the nature and purpose of the committee.

For committees consisting entirely of LIBRARY BOARD members, the Chairperson shall make committee appointments.

For committees which include library staff, library users, or the general public, the Chairperson shall designate at least one LIBRARY BOARD member to act as a liaison to the committee. Recruitment and appointment of remaining committee members shall be delegated to the Library Director or the Director's staff designee, with the advice of the appointed Liaison.

Liaisons shall periodically report to the LIBRARY BOARD on the committee's activities. Committees shall deliver a formal report to the LIBRARY BOARD on their activities at least annually.

V. MEMBER ELIGIBILITY

1. The Mayor of Oregon City will make appointments to the LIBRARY BOARD.
2. The terms for the LIBRARY BOARD will be four (4) years.
3. In order to establish continuity of membership, the terms will be structured so that no more than three member's terms expire during any one year.
4. If a member decides to resign, the Member's resignations will be filed with the Chairperson as soon as possible. A newly appointed member shall assume the remainder of the existing term.
5. After two (2) consecutive absences of any member of the Library Board, the Library Board may discuss the member's attendance and may, by a quorum of the Library Board, reach a decision to recommend that member's removal from the Library Board to the Mayor. The Chairperson will contact the member with the recommendation of the Library Board.

VI. MEETINGS

1. A minimum of 9 regular meetings shall be scheduled annually, at a time and place agreed upon by the committee.

2. The Chairperson, Library Director, or the City Commission may call special meetings, as needed. A minimum notice of 48 hours must be provided for any called special meeting.
3. A majority of the members of the Library Board will constitute a quorum
4. Library Staff shall be responsible for recording minutes for all meetings.
5. Voting will be by voice vote. No voting by proxy.
6. Formal agenda items must be submitted to the Staff Representative 5 working days prior to the meeting date.
7. Citizens may introduce future agenda items at the beginning of each meeting (limited to 5 minutes).
8. Meeting Procedure: The parliamentary procedure for meeting and operations of the Committee shall be the responsibility of and within the authority of the Chairperson. In the event there is a disagreement or objection to the procedures pursued by the Chairperson, Roberts Rules of Order, Newly Revised, shall constitute the authority.

VII. AMENDMENTS

1. The Oregon City Library Advisory Board By-Laws shall be submitted to the City Commission for approval. Once the By-Laws are approved, any modification of these By-Laws must also be approved by the City Commission before they become effective.
2. The procedure to recommend modification of these By-Laws to the City Commission shall be:
 - a. All recommended modifications are to be presented and discussed at a regularly scheduled LIBRARY BOARD meeting; recommendation to the City Commission may be made at the same meeting if consensus is reached.
 - b. A majority vote of the LIBRARY BOARD membership present is necessary to recommend a change in the By-Laws.

* * * * *

B.A.M. Program



[1]

The Oregon City Public Library's Because Accessibility Matters (B.A.M.) Program focuses on ways that we can better serve the Disability Community by addressing accessibility issues, equal rights, removing barriers and promoting opportunities and programs for individuals with disabilities.

As part of this program, our staff also manages events for adults with disabilities and their caregivers, inspired by an accessibility [advisory council](#) that meets live via Zoom.

B.A.M. Events

- [B.A.M. Creative Kits](#) [2]
- [Upcoming B.A.M. Events](#) [3] (Library Event Calendar)

B.A.M. Facebook Group

The Library's B.A.M. (Because Accessibility Matters) program has an official [B.A.M. Facebook Group](#) [4], where members can participate in virtual programs and activities, as well as share relevant and interesting articles and stories. New members are welcome! Search "bam oregon city library" on Facebook.com or go to www.facebook.com/groups/OCLibraryBAMgroup [5].

B.A.M. Advisory Council

Purpose:

The focus of this advisory council is to discuss, learn about, and implement ways that the Library can better serve the disabled community in our area. We like to learn from the disabled community itself and those that serve them, how the Library can be a more welcoming and inclusive space for everyone.

Mission:

The mission of the B.A.M (Because Accessibility Matters) Advisory Council for People with Disabilities is to serve as a resource to the Oregon City Library addressing accessibility issues, equal rights, removing barriers and promoting opportunities and programs for individuals with disabilities. We envision a community group where everyone understands the importance of equal participation and full inclusion of all citizens and is committed to making the Oregon City Library a more accessible place to visit and enjoy for people living with disabilities.

Teen Advisory Group



- **Starting Grades 7-12 this fall?**
- **Want to volunteer at the library 1 hour each week?**
- **Want to help us plan fun activities for teens?**

SUBMIT A TEEN ADVISORY GROUP APPLICATION BY JULY 31

Join the Oregon City Public Library's Teen Advisory Group!

TAG is composed of teens in grades 7-12 who live in or attend school within the Oregon City School District.

As a TAG Member you will:

- Help library staff plan teen activities
- Weekly volunteer shifts to help with shelving books, tending the butterfly garden, assist with library programs and other special projects
- Have the opportunity to discuss goals relevant to library services for teens
- Enjoy delicious foods during our meetings

Apply today! Applications can be turned in at any of the Oregon City Public Library service desks or online by sending an e-mail to childrens@oregoncity.org [1]. We are accepting applications from 31!



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: 03/16/2022

SUBJECT:

Amendment No. 1 to the Personal Services Agreement with DeSantis Landscape, Inc. for the Street Division of Public Works Landscape Maintenance Services.

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 1, extending the Personal Services Agreement (PS 20-013) with DeSantis Landscape, Inc. for one (1) additional year for the Street Division of Public Works Landscape Maintenance Services.

EXECUTIVE SUMMARY:

The City's existing landscape contract for the Street Division is reaching the end of the original contract terms on April 30, 2022, with an option to renew for an additional three (3) one (1) year terms. The City would like to utilize the option to renew for one (1) additional year. A 7.28% increase has been applied to the yearly contract amount to account for the Consumer Price Index (CPI-U) adjustment and shall not exceed \$70,733.85 for one (1) additional year. The total contract price shall not exceed \$202,601.59.

BACKGROUND:

Oregon City is responsible for a variety of ongoing landscape maintenance including approximately 132 sites and 42 acres of rights-of-way, street medians, facilities, water pump stations, and reservoirs. The City's ongoing landscape maintenance projects can generally be categorized into these five types of properties:

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

Historically, the City has managed its landscaping needs using contractors, community services crews, and in-house crews.

The City would like to utilize the option to renew for one (1) additional year. An increase of 7.28% has been applied to the yearly contract amount to account for the Consumer Price Index (CPI-U) adjustment and shall not exceed \$70,733.85 for one (1) additional year. The total contract price shall not exceed \$202,601.59.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$70,733.85

FY(s): 2022/2023

Funding Source(s): Street Division Grounds Maintenance Fund 260-526-6126

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

LANDSCAPE MAINTENANCE SERVICES – STREET DIVISION (PS 20-013)

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

WITNESSETH:

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

No change to the scope of work

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

Extend the contract for one (1) additional year.

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

For provision of revision of fee schedule described above, the contract price shall be increased by an amount not to exceed **seventy thousand, seven hundred thirty-three and 85/100 dollars (\$70,733.85)**. A 7.28% increase has been applied to the yearly contract amount to account for the Consumer Price Index (CPI-U) adjustment. The total amount of this contract shall be in the amount not to exceed **two hundred and two thousand, six hundred one and 59/100 dollars (\$202,601.59)**.

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

DESANTIS LANDSCAPING, INC.

CITY OF OREGON CITY

By: _____

Name: _____

Title: _____

Date: _____

Anthony J. Konkol, III
City Manager

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

Date: _____

Date Authorized by Commission, if applicable:

P:\PublicWorks\CIP_PS_RFQ_RFP\PS_Open\PS 20-013 Landscape Services-Street Division-HP\CONTRACT\Amendment No. 1\PS 20-013 Amendment No. 1 - V2.docx

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

LANDSCAPE MAINTENANCE SERVICES – STREET DIVISION (PS 20-013)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **DESANTIS LANDSCAPE, INC.** ("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 shall be from the date the contract is fully executed until **April 30, 2022, with an option to renew for an additional three (3) one (1) year terms**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in 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 **one hundred thirty-one thousand, eight hundred sixty-seven and 74/100 dollars (\$131,867.74)**.
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. **Schedule.** The components of the project described in the Scope of Services shall be completed according to Term, above.
6. **Integration.** This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.
7. **Notices.** Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
 PO Box 3040
 625 Center Street
 Oregon City, OR 97045
 Attention: John M. Lewis

To Contractor:

DeSantis Landscape, Inc.
7907 State Street
Salem, OR 97317
Attention: Dean DeSantis

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 22 day of June, 2020.

CITY OF OREGON CITY

By:


 Anthony J. Konkol III

Title: City Manager

DATED: 5-20, 2020

DESANTIS LANDSCAPE, INC.

By:



Title:


 President
DATED: 6/22, 2020

By:


 John M. Lewis, P.E.

Title: Public Works Director

DATED: 5-19-2020, 2020

P:\PublicWorks\CIP_PS_RFQ_RFP\PS_Open\PS 20 014 Landscape Services-Urban Renewal\CONTRACT\PS 20 014 Landscape Services-Urban Renewal.docx



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: 03/16/2022

SUBJECT:

Amendment No. 1 to the Public Works Urban Renewal Landscape Maintenance Services Personal Services Agreement

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 1, extending the Personal Services Agreement (PS 20-014) with DeSantis Landscape, Inc. for one (1) additional year for the Public Works Landscape Maintenance Services - Urban Renewal.

EXECUTIVE SUMMARY:

The City's existing landscape contract for Urban Renewal is reaching the end of the original contract terms on April 30, 2022, with an option to renew for an additional three (3) one (1) year terms. The City would like to utilize the option to renew for one (1) additional year. A 7.28% increase has been applied to the yearly contract amount to account for the Consumer Price Index (CPI-U) adjustment and shall not exceed \$17,678.99 for one (1) additional year. The total contract price shall not exceed \$50,637.59.

BACKGROUND:

Oregon City is responsible for a variety of ongoing landscape maintenance including approximately 132 sites and 42 acres of rights-of-way, street medians, facilities, water pump stations, and reservoirs. The City's ongoing landscape maintenance projects can generally be categorized into these five types of properties:

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

Historically, the City has managed its landscaping needs using contractors, community services crews, and in-house crews.

The City would like to utilize the option to renew for one (1) additional year. A 7.28% increase has been applied to the yearly contract amount to account for the Consumer Price Index (CPI-U) adjustment and shall not exceed \$17,678.99 for one (1) additional year. The total contract price shall not exceed \$50,637.59.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$17,678.99

FY(s): 2022/2023

Funding Source(s): Urban Renewal Grounds Maintenance Fund 260-526-6126

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

LANDSCAPE MAINTENANCE SERVICES – URBAN RENEWAL (PS 20-014)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **DESANTIS LANDSCAPE, INC.**, hereinafter called "PS Contractor," which was previously entered into on **May 1, 2020** ("Contract") for **LANDSCAPE MAINTENANCE SERVICES – URBAN RENEWAL** and
Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

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

No change in the scope of work.

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

Extend the contract for one (1) additional year.

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

For provision of revision of fee schedule described above, the contract price shall be increased by an amount not to exceed **seventeen thousand, six hundred seventy-eight and 99/100 dollars (\$17,678.99)**. A 7.28% increase has been applied to the yearly contract amount to account for the Consumer Price Index (CPI-U) adjustment. The total not to exceed amount of the Agreement shall be **fifty thousand, six hundred thirty-seven and 59/100 dollars (\$50,637.59)**.

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

DESANTIS LANDSCAPING, INC.

CITY OF OREGON CITY

By: _____

Name: _____

Title: _____

Date: _____

Anthony J. Konkol, III
City Manager

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

Date: _____

Date Authorized by Commission, if applicable:

Document1

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

LANDSCAPE MAINTENANCE SERVICES-URBAN RENEWAL (PS 20-014)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **DESANTIS LANDSCAPE, INC.** ("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 shall be from the date the contract is fully executed until **April 30, 2022, with an option to renew for an additional three (3) one (1) year terms**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in 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 **thirty-two thousand, nine hundred fifty-eight and 60/100 dollars (\$32,958.60)**.
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. **Schedule.** The components of the project described in the Scope of Services shall be completed according to Term, above.
6. **Integration.** This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.
7. **Notices.** Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
 PO Box 3040
 625 Center Street
 Oregon City, OR 97045
 Attention: John M. Lewis

To Contractor:

DeSantis Landscape, Inc.
7907 State Street
Salem, OR 97317
Attention: Dean DeSantis

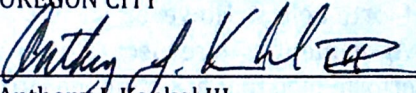
Contractor shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 27 day of May, 2020.

CITY OF OREGON CITY

By:


 Anthony J. Konkol III

Title: City Manager

DATED:

5-20, 2020

DESANTIS LANDSCAPE, INC.

By:



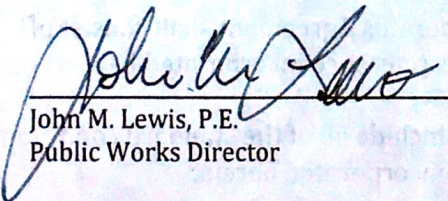
Title:

President

DATED:

5/27/2020, 2020

By:


 John M. Lewis, P.E.

Title: Public Works Director

DATED:

5-19-2020, 2020

P:\PublicWorks\CIP_PS_RFQ_RFP\PS_Open\PS 20-014 Landscape Services-Urban Renewal\CONTRACT\PS 20-014 Landscape Services-Urban Renewal.docx



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: 03/16/2021

SUBJECT:

Public Improvement Contract with Trench Line Excavation, Inc. for the Clairmont Area Waterline Replacements Project (CI 21-012)

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Public Improvement Contract with Trench Line Excavation, Inc. in the amount of \$1,099,474.24 for construction of the Clairmont Area Waterline Replacements Project (CI 21-012).

EXECUTIVE SUMMARY:

The project will replace the old, problematic 6" and 8" cast iron waterlines on Fortuna Court, Rosebury Avenue, and Wassail Lane with new 8" ductile iron waterlines. In addition, new water services and fire hydrants will be installed.

BACKGROUND:

The waterlines being replaced have been identified in the 2012 Oregon City Water Master Plan as needing to be replaced due to age and under-sized pipes. The replacement of these pipes will improve water quality and fire flows in the Clairmont area. In addition, the waterlines in this area have experienced numerous leaks over the past 20-25 years that the City's Public Works Water Operations crew have had to deal with.

The project will include replacement of existing waterlines, service lines, and fire hydrants on Roseberry Avenue, Wassail Lane, and Fortuna Court. The waterline in Caravatta Court was replaced by Water Operations recently due to a break in the line.

On February 7 and 9, 2022, the project was advertised in the *Daily Journal of Commerce* and the City bid site in accordance with City and State contracting procedures. The bid opening was held on March 3, 2022, and four (4) bids were received. Staff and RH2 Engineering reviewed the bids and determined that Trench Line Excavation, Inc. was the low responsive bidder. The contract award value is one

million, ninety-nine thousand, four hundred seventy-four dollars and twenty-four cents (\$1,099,474.24).

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

Trench Line Excavation, Inc.	\$1,099,474.24
ML Houck Construction Co.	\$1,186,265.50
ICON Construction and Development	\$1,206,175.00
Clark and Sons Excavating, Inc.	\$1,393,562.00
Engineer's Estimate	\$1,374,000.00

A review of the bids shows that Trench Line's low bid was approximately 20 percent lower than the engineer's estimate of \$1,373,600.00. The second lowest bid, from M.L. Houck Construction Co., was approximately 13.6 percent lower than the engineer's estimate.

Construction will occur in the Spring to Summer of 2022 and work is anticipated to be completed by Fall 2022.

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: \$1,099,474.24
 FY(s): 2022/23
 Funding Source(s): Water Fund & Water SDC

SECTION III A
CONTRACT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **TRENCH LINE EXCAVATION, 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: **Clairmont Area Waterline Replacements (CI 21-012)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon, dated January 1, 2022 Prevailing Wage Apprenticeship Rates dated January 1, 2022 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2018 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents All items included within these Contract Documents.
--	---

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 **120 calendar days** from the Beginning of Contract Time as identified in 00180.50(c) of the Special Provisions.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **one million, ninety-nine thousand, four hundred and seventy-four dollars and twenty-four cents (\$1,099,474.24)**.

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

TRENCH LINE EXCAVATION, INC.

by: _____
Anthony J. Konkol III
City Manager

Printed Name

by: _____
Authorized signature

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

Title

Federal Taxpayer ID Number

Approved as to Legal Sufficiency:

Address:

by: _____
City Attorney

City Commission Award Date:


**RH2 ENGINEERING
Portland**

5335 Meadows Road, Suite 420
Lake Oswego, OR 97035
1.800.720.8052 / rh2.com

March 3, 2022

Mr. John Burrell
Project Manager
City of Oregon City
625 Center Street
Oregon City, OR, 97045

Sent via: Email

**Subject: Clairmont Area Waterline Replacements (CI 21-012)
Recommendation for Award**

Dear Mr. Burrell:

The bids for the Clairmont Area Waterline Replacements project were opened as advertised on Thursday, March 3, 2022, at 2:00 PM, at Oregon City's Public Works Department. Of the four (4) bids received, Trench Line Excavation, Inc. (Trench Line) submitted the low bid at \$1,099,474.24, following by M.L. Houck Construction Co. at \$1,186,265.50. A summary of the bid totals is provided below:

1. Trench Line Excavation, Inc.	\$1,099,474.24
2. M.L. Houck Construction Co.	\$1,186,265.50
3. ICON Construction and Development	\$1,206,175.00
4. Clark and Sons Excavating, Inc.	\$1,393,562.00

A detailed bid tabulation is attached for your reference. A review of the bids shows that Trench Line's low bid was approximately 20 percent lower than the engineer's estimate of \$1,373,600.00. The second lowest bid, from M.L. Houck Construction Co., was approximately 13.6 percent lower than the engineer's estimate. The average of the bids received was approximately \$1,221,369.

Based on a review of the bid submissions received RH2 recommends that the City award the contract to Trench Line Excavation, Inc.

**WASHINGTON
LOCATIONS**

Bellingham
Bothell (Corporate)
East Wenatchee
Issaquah
Richland
Tacoma

**OREGON
LOCATIONS**

Medford
Portland



If you have any questions or would like to discuss anything further regarding this recommendation or the bid results, please contact me at (503) 446-5949 or dnichols@rh2.com. Thank you for the opportunity to assist you with this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Nichols'.

David Nichols, P.E.

Project Manager

DCN/jrb

Enclosures or Attachments:

Clairmont Area Waterline Replacements Bid Tabulation

Item 7e.

City of Oregon City
Clairomont Area Waterline Replacements
Bid Tabulation
Date: 3/3/22 2:00 PM

Apparent Low

Other Bidders

Item	Description	Units	Quantity	Engineers Estimate		Trenchline Excavation, Inc.		ML Houck Construction Co.		ICON Construction and Development		Clark and Sons Excavating, Inc.	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Mobilization	LS	1	\$ 124,870.00	\$ 124,900.00	\$ 48,300.58	\$ 48,300.58	\$ 100,000.00	\$ 100,000.00	\$ 65,000.00	\$ 65,000.00	\$ 100,000.00	\$ 100,000.00
2	Work Zone Traffic Control, Complete	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 11,000.00	\$ 11,000.00	\$ 14,300.00	\$ 14,300.00	\$ 75,000.00	\$ 75,000.00	\$ 4,000.00	\$ 4,000.00
3	Erosion and Sediment Control	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 4,218.63	\$ 4,218.63	\$ 2,700.00	\$ 2,700.00	\$ 15,000.00	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00
4	Construction Survey Work	LS	1	\$ 9,500.00	\$ 9,500.00	\$ 9,831.45	\$ 9,831.45	\$ 8,400.00	\$ 8,400.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
5	Rock Excavation	CY	100	\$ 125.00	\$ 12,500.00	\$ 204.52	\$ 20,452.00	\$ 200.00	\$ 20,000.00	\$ 200.00	\$ 20,000.00	\$ 195.00	\$ 19,500.00
6	Boulder Removal	CY	400	\$ 100.00	\$ 40,000.00	\$ 63.05	\$ 25,220.00	\$ 150.00	\$ 60,000.00	\$ 175.00	\$ 70,000.00	\$ 195.00	\$ 78,000.00
7	Abandon Existing Pipe	LF	3565	\$ 10.00	\$ 35,700.00	\$ 5.40	\$ 19,251.00	\$ 6.20	\$ 22,103.00	\$ 7.00	\$ 24,955.00	\$ 13.00	\$ 46,345.00
8	Temporary Trench Resurfacing, 2-Inches Depth	SY	1620	\$ 25.00	\$ 40,500.00	\$ 22.15	\$ 35,883.00	\$ 19.25	\$ 31,185.00	\$ 28.00	\$ 45,360.00	\$ 63.00	\$ 102,060.00
9	Permanent Trench Resurfacing, 4-Inches Depth	SY	3000	\$ 50.00	\$ 150,000.00	\$ 47.50	\$ 142,500.00	\$ 49.75	\$ 149,250.00	\$ 37.00	\$ 111,000.00	\$ 70.00	\$ 210,000.00
10	6-inch Potable Water Main, Fittings and Couplings with Restrained Joints, and Class B Backfill	LF	39	\$ 110.00	\$ 4,300.00	\$ 151.79	\$ 5,919.81	\$ 106.50	\$ 4,153.50	\$ 95.00	\$ 3,705.00	\$ 205.00	\$ 7,995.00
11	8-inch Potable Water Main, Fittings and Couplings with Restrained Joints, and Class B Backfill	LF	3222	\$ 130.00	\$ 418,900.00	\$ 110.35	\$ 355,547.70	\$ 122.50	\$ 394,695.00	\$ 102.50	\$ 330,255.00	\$ 113.00	\$ 364,086.00
12	8-inch Potable Water Main, HDPE with Trenchless Construction	LF	253	\$ 200.00	\$ 50,600.00	\$ 237.40	\$ 60,062.20	\$ 189.00	\$ 47,817.00	\$ 400.00	\$ 101,200.00	\$ 155.00	\$ 39,215.00
13	Connection to Existing at Wassail Ln & Clairmont Way (West)	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,204.16	\$ 4,204.16	\$ 5,050.00	\$ 5,050.00	\$ 4,400.00	\$ 4,400.00	\$ 3,350.00	\$ 3,350.00
14	Connection to Existing at Wassail Ln & Clairmont Way (East)	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 3,790.14	\$ 3,790.14	\$ 4,870.00	\$ 4,870.00	\$ 4,100.00	\$ 4,100.00	\$ 3,814.00	\$ 3,814.00
15	Connection to Existing at Roseberry Ave & Clairmont Way	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 3,790.14	\$ 3,790.14	\$ 4,695.00	\$ 4,695.00	\$ 3,400.00	\$ 3,400.00	\$ 3,814.00	\$ 3,814.00
16	Connection to Existing at Roseberry Ave & Caravatta Ct	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 3,319.33	\$ 3,319.33	\$ 4,316.00	\$ 4,316.00	\$ 2,850.00	\$ 2,850.00	\$ 3,814.00	\$ 3,814.00
17	Connection to HDPE Water Main	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 3,503.39	\$ 7,006.78	\$ 1,783.00	\$ 3,566.00	\$ 3,200.00	\$ 6,400.00	\$ 5,240.00	\$ 10,480.00
18	2" Blow-off Assembly	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,890.64	\$ 2,890.64	\$ 2,475.00	\$ 2,475.00	\$ 4,700.00	\$ 4,700.00	\$ 3,460.00	\$ 3,460.00
19	4" Gate Valve with Joint Restraint	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,565.70	\$ 1,565.70	\$ 1,025.00	\$ 1,025.00	\$ 1,500.00	\$ 1,500.00	\$ 1,418.00	\$ 1,418.00
20	6" Gate Valve with Joint Restraint	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,719.72	\$ 1,719.72	\$ 1,238.00	\$ 1,238.00	\$ 2,000.00	\$ 2,000.00	\$ 1,680.00	\$ 1,680.00
21	8" Gate Valve with Joint Restraint	EA	12	\$ 1,500.00	\$ 18,000.00	\$ 2,390.26	\$ 28,683.12	\$ 1,712.00	\$ 20,544.00	\$ 2,950.00	\$ 35,400.00	\$ 2,183.00	\$ 26,196.00
22	8" Gate Valve, Cut-in	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 3,269.24	\$ 3,269.24	\$ 3,907.00	\$ 3,907.00	\$ 2,650.00	\$ 2,650.00	\$ 2,303.00	\$ 2,303.00
23	1" Combination Air Release and Vacuum Valve Assembly	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 3,725.83	\$ 3,725.83	\$ 3,494.00	\$ 3,494.00	\$ 3,900.00	\$ 3,900.00	\$ 3,568.00	\$ 3,568.00
24	Fire Hydrant Assembly, Long Run, with 6-inch Gate Valve	EA	2	\$ 9,000.00	\$ 18,000.00	\$ 7,640.01	\$ 15,280.02	\$ 8,600.00	\$ 17,200.00	\$ 8,200.00	\$ 16,400.00	\$ 8,099.00	\$ 16,198.00
25	Fire Hydrant Assembly, Short Run, with 6-inch Gate Valve	EA	4	\$ 7,500.00	\$ 30,000.00	\$ 6,820.73	\$ 27,282.92	\$ 7,473.00	\$ 29,892.00	\$ 8,000.00	\$ 32,000.00	\$ 8,119.00	\$ 32,476.00
26	1" Water Service Replacement, Long Run	EA	30	\$ 5,750.00	\$ 172,500.00	\$ 2,859.71	\$ 85,791.30	\$ 2,367.00	\$ 71,010.00	\$ 2,100.00	\$ 63,000.00	\$ 4,365.00	\$ 130,950.00
27	1" Water Service Replacement, Short Run	EA	40	\$ 3,000.00	\$ 120,000.00	\$ 2,272.59	\$ 90,903.60	\$ 1,800.00	\$ 72,000.00	\$ 1,900.00	\$ 76,000.00	\$ 2,571.00	\$ 102,840.00
28	4" DI Water Service Replacement	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 28,065.23	\$ 28,065.23	\$ 36,380.00	\$ 36,380.00	\$ 16,000.00	\$ 16,000.00	\$ 12,000.00	\$ 12,000.00
29	Extra Work as Authorized	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL (ITEMS 1 TO 29)					\$ 1,373,600.00	-20.0%	\$ 1,099,474.24	-13.6%	\$ 1,186,265.50	-12.2%	\$ 1,206,175.00	1.5%	\$ 1,393,562.00



SPRING 2022
VOLUME II OF II



CI 21-012

PROJECT NO:	21-0282	DATE:	Feb 3, 2022
DESIGNED BY:	DCN	DRAWN BY:	JLC
SCALE:	SHOWN	NOT:	

COVER

CLAIMMONT AREA WATERLINE REPLACEMENTS
OREGON CITY, OREGON
CITY FILE NO. CI 21-012

[illegible]

DRAWING NUMBER

Page 48

SHEET 01 OF 2

Map of Oregon City, OR, showing the project location. The map includes labels for Gladstone, Park Place, West Linn, Oregon City, and Clackamas. A red square indicates the project location, with an arrow pointing to it from the text "PROJECT LOCATION". An inset map shows the location of Oregon City, OR, within Clackamas County.

The map shows the project area in the City of Fort Smith, Arkansas. The project area is highlighted in red and labeled "PROJECT AREA". The map shows the city center, including the city hall and the city square, and the surrounding streets, including Main Street, Broadway, and the city limits. The project area is located in the southeast corner of the city, near the city limits and the city square.

EXISTING LEGEND

	IRON PIPE		COMMUNICATION LINE
	IRON ROD		NATURAL GAS
	CONTROL POINT		UNDERGROUND POWER
	WATER METER		SANITARY SEWER LINE
	FIRE HYDRANT		STORM DRAIN LINE
	WATER VALVE		WATER LINE LINE
	IRRIGATION VALVE		WATER SERVICE LINE
	TELEPHONE PEDESTAL		PROPERTY LINE
	STREET LIGHT		EASEMENT LINE
	SHRUB		CURB LINE
	TREE (DECIDUOUS)		RIGHT OF WAY CENTERLINE
	TREE (CONIFEROUS)		RIGHT OF WAY
	BOULDER		WOOD FENCE
	MAILBOX		CHAIN LINK FENCE
	STORM DRAIN MANHOLE		EXISTING PAVEMENT
	CATCH BASIN (RECTANGULAR)		EXISTING DRIVEWAY PAVEMENT
	CULVERT DAYLIGHT		EXISTING GRAVEL
	SANITARY SEWER MANHOLE		EXISTING BRICK
	SANITARY SEWER CLEAN OUT		
	STREET SIGN		
	POWER METER		

PROPOSED LEGEND

	BENDS		PROPOSED WATERLINE WITH DISTANCE ALONG PIPE TEXT
	TEE		PROPOSED WATER SERVICE
	GATE VALVE		STATION BASELINE WITH STATION LOCATION TEXT
	BUTTERFLY VALVE		EXISTING WATER, TO BE ABANDONED PER NOTES ON DWG. NO. G01
	REDUCER		
	ADAPTER		
	AIR VAC ASSEMBLY		HMA TRENCH PATCH
	FIRE HYDRANT		DRIVEWAY RESTORATION
	WATER METER		GRAVEL ROADWAY RESTORATION

SHEET NO.	SHEET TITLE	DWG NO.
01	COVER	COV
02	GENERAL NOTES 1	G01
03	CONSTRUCTION PHASING AND SEQUENCING PLAN	G02
04	SURVEY AND ALIGNMENT CONTROL A	G03
05	SURVEY AND ALIGNMENT CONTROL B	G04
06	SURVEY AND ALIGNMENT CONTROL C	G05
07	WATER MAIN PLAN AND PROFILE 1	W01
08	WATER MAIN PLAN AND PROFILE 2	W02
09	WATER MAIN PLAN AND PROFILE 3	W03
10	WATER MAIN PLAN AND PROFILE 4	W04
11	WATER MAIN PLAN AND PROFILE 5	W05
12	WATER MAIN PLAN AND PROFILE 6	W06
13	WATER MAIN PLAN AND PROFILE 7	W07
14	WATER MAIN PLAN AND PROFILE 8	W08
15	WATER MAIN PLAN AND PROFILE 9	W09
16	DETAILS 1	DT1
17	DETAILS 2	DT2
18	DETAILS 3	DT3
19	CONNECTION DETAILS 1	DT4
20	CONNECTION DETAILS 2	DT5

CONTACT PERSONNEL

CONTACT	AGENCY	PHONE
JOHN BURRELL (PROJECT MANAGER)	OREGON CITY	(503) 496-1556
ERIC HAND (WASTE/STORMWATER)	OREGON CITY	(503) 657-8241
KEVIN HANKS (WATER)	OREGON CITY	(503) 657-8241
JAYSON THORNBERG (STREETS)	OREGON CITY	(503) 657-8241
KYLE PETTIBONE, P.E.	RH2 ENGINEERING	(503) 446-2816
DAVID NICHOLS, P.E.	RH2 ENGINEERING	(503) 446-5949
JUSTIN BARROW, P.E.	RH2 ENGINEERING	(503) 446-2911
RICH GIRARD	NW NATURAL GAS	(503) 610-7744
CALEB GILES	COMCAST	(503) 813-0458
DON SHEERAN	LUMEN	(564) 888-2020
BRYAN HANGARTNER	PORTLAND GENERAL ELECTRIC	(503) 963-6988

**CALL 48 HOURS BEFORE YOU DIG
ONE CALL 1-800-332-2344**

ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER AT 503-232-1978.

PREPARED BY
RH2



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: 03/16/2021

SUBJECT:

Change Order No. 1 for the 4th and 6th Streets Utility Replacement Project (CI 21-013)

STAFF RECOMMENDATION:

Authorize the City Manager to execute Change Order No. 1 in the amount of \$85,369.97 for the 4th and 6th Street Utility Replacement Project (CI 21-013).

EXECUTIVE SUMMARY:

Change Order No. 1 for modifications to the 4th and 6th Street Utility Replacement Project. All contract changes represent work additions totaling \$85,369.97 and an overall contract increase of 26.93 percent.

BACKGROUND:

On December 1, 2021, the City entered a Public Improvement Contract with Black Rock Underground, LLC, in the amount of \$317,000.00 to construct the 4th and 6th Street Utility Replacement Project.

The project is the culmination of the larger High Street corridor utility replacement and roadway reconstruction projects. Due to funding uncertainty, the utility replacements were separated into 3 separate projects, with the 4th and 6th Street segments being the finale.

While the utility replacement project was being advertised for bid, it was decided that an addendum to the project would be made to add in the roadway reconstruction portion which would normally be in the annual PMUF projects. The short notice for the addendum did not allow the city's consulting engineer, RH2 Engineering, to adequately determine the extent to which the roads would need to be designed for reconstruction/repaving. Instead, the reconstruction and some associated work is being tracked on a Time and Materials (T & M) basis.

Change Order No. 1, for a total of \$85,369.97 includes the following:

Description: This change order covers the following items:

ITEM	DESCRIPTION	COST	TIME
1	Reconstruct road base with 6 inches depth of graded and compacted ¾"-0" rock. See Daily Force Account Ticket Nos. 1 and 2.	\$30,183.89	1 day
2	Demo and replace curbs along 4 th Street. Work includes demo and replacing 345 linear feet curbs at \$74 per linear foot (see Work Change Directive No. 2) and over-excavation of curb grade and backfilling, grading, and compacting imported ¾"-0" base rock (see Daily Force Account Ticket Nos. 3 and 4).	\$44,355.96	2 days
3	Over-excavate and haul off approximately 16 inches depth of soft organic laden subgrade material. Stabilize subgrade with geotextile fabric, approximately 10 inches depth of 3"-0" rock, and approximately 6" depth of ¾"-0" compacted rock. See Daily Force Account Ticket No. 5.	\$10,830.12	2 days
TOTAL		\$85,369.97	5 days

The net increase of Change Orders No. 1 is \$85,369.97, resulting in a contract price with change order equal to \$402,369.97 representing a 26.93 percent contract increase. The original contract was 90 days, the net increase of Change Orders No. 1 is a total of 5 days, resulting in a total contract time of 95 days.

In addition to change order No.1 there will be a final Change Order (No. 2) to finalize the additional force account work necessary to complete the remaining PMUF work. The items and estimated costs not to exceed for Change Order No. 2 include the following and have been authorized to proceed under Work Change Directive No 2:

- Complete the over excavation on 4th Street. Approximately 60cy of material remains to be removed and replaced. Based on Force Account (FA) #5 the cost is \$104/cy, total not to exceed = \$6,500
- Replace existing catch basin at corner of 4th and Center Streets in front of new ADA ramp. Based on existing bid items, the total is estimated not to exceed \$9,000
- Demo and replace no more than 30 feet of curb on 6th Street. Based on FA #3&4 and Work Change Directive #2 the cost is \$129/lineal foot, total not to exceed = \$3,870.00
- Sidewalk replacement of approximately 300 square feet. Based on Work Change Directive #2 the cost is \$28/sq ft, total not to exceed = \$8,500.00

- Addition of $\frac{3}{4}$ "-0" rock on 6th Street and grade for paving. Based on FA #1&2 the cost of materials and labor is \$57/ton of $\frac{3}{4}$ "-0" rock. It is estimated that no more than 140 tons of $\frac{3}{4}$ "-0" rock will be needed, total not to exceed = \$8,000.00

The net increase of Change Order No. 2 is estimated not to exceed = \$35,870.00. Final summary of the work authorized under Work Change Directive No 2 will be accounted for when the work is complete, and quantities are known.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$85,369.97

FY(s): 2021/22

Funding Source(s): PMUF

Term of Contract: _____

SECTION III A

CONTRACT AGREEMENT

This Agreement, made and entered into this 1st day of December, 2022, between the CITY OF OREGON CITY ("CITY"), acting by and through the City Commission and **BLACK ROCK UNDERGROUND, LLC** ("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: **4th Street and 6th Streets Utility Replacement (CI 21-013)** 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 July 1, 2021 Prevailing Wage Apprenticeship Rates dated July 1, 2021 Prevailing Wage Rate Amendments, dated August 1, 2021 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2018 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents Addenda: Addenda #1 posted 11/29/21 All items included within these Contract Documents.
--	---

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 **90 calendar days** from the Beginning of Contract Time as identified in 00180.50(c) of the Special Provisions.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **three hundred seventeen thousand dollars and no cents (\$317,000.00)**.

Point of Contact: John Burrell

Term of Contract: _____

ARTICLE IV - Warranty and Quality of Work

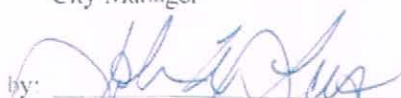
In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, 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.

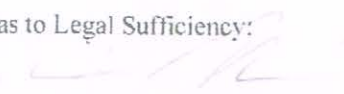
Contractor shall, at its own expense, make good and repair any and all defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to the Contractor within 60 days after the expiration of the warranty period. 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

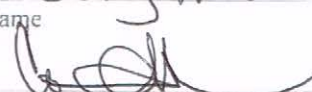
Approved as to Legal Sufficiency:
by: 
City Attorney

City Commission Award Date:

12/1/21

BLACK ROCK UNDERGROUND, LLC

Cory Moose
Printed Name

by: 
Authorized signature

Owner
Title

45-4030493
Federal Taxpayer ID Number

Address:
267 NE 34th place
Hillsboro, OR 97124

CHANGE ORDER NO. 1

PROJECT: 4th and 6th Streets Utility Replacement (CI 21-013)

DATE OF ISSUANCE: 3/9/22

OWNER: City of Oregon City

BID ITEMS: N/A

CONTRACTOR: Black Rock Underground, LLC

ENGINEER: RH2 Engineering, Inc.

Reason for Change Order: During bidding, Addendum No. 1 was issued to add PMUF related improvements to the project, including construction of one ADA curb return, 473 tons of asphalt concrete pavement, and grade adjustments of three communication structures. During construction, it was identified that existing curbs and sidewalks would need to be replaced as part of the roadway reconstruction. Additionally, it was identified that areas of roadway subgrade would need to be stabilized and the road base reconstructed.

You are directed to make the following changes in the Contract Documents.

Description: This change order covers the following items:

ITEM	DESCRIPTION	COST	TIME
1	Reconstruct road base with 6 inches depth of graded and compacted ¾"-0" rock. See Daily Force Account Ticket Nos. 1 and 2.	\$30,183.89	1 day
2	Demo and replace curbs along 4 th Street. Work includes demo and replacing 345 linear feet curbs at \$74 per linear foot (see Work Change Directive No. 2) and over-excavation of curb grade and backfilling, grading, and compacting imported ¾"-0" base rock (see Daily Force Account Ticket Nos. 3 and 4).	\$44,355.96	2 days
3	Over-excavate and haul off approximately 16 inches depth of soft organic laden subgrade material. Stabilize subgrade with geotextile fabric, approximately 10 inches depth of 3"-0" rock, and approximately 6" depth of ¾"-0" compacted rock. See Daily Force Account Ticket No. 5.	\$10,830.12	2 days
TOTAL		\$85,369.97	5 days

Total Change Order: \$85,369.97

Documents Supporting Changes:

See attached Daily Force Account Tickets and Work Change Directive No. 2 from the Contractor.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$317,000.00

Previous Approved Change Order(s):
\$0Change Order(s) Approved This Form:
\$85,369.97Total of Change Order(s) Approved this Form.
\$85,369.97Contract Price with all Approved
Change Orders: \$402,369.97**CHANGE IN CONTRACT TIME:**

Original Contract Time: 90 Calendar Days

Net Change Approved from Previous Change
Orders: 0 daysContract Time Prior to This Change Order:
90 daysNet Increase (Decrease) of This Change
Order: 5 daysContract Time with All Approved Change
Orders: 95 days**RECOMMENDED:**by *[Signature]* 3/9/22
Engineer**APPROVED:**by _____
Owner**APPROVED:**by *Cory Moore* 3/9/2022
Contractor

By signing this form, the Owner and the Contractor agree to release all claims to additional work or credit or delays, occurring prior to the Date of Issuance, which have not been identified in this Change Order form.

Owner		City of Oregon City		BRU Job No.:		N/A		Date:		02/09/22			
Project:		4th & 6th Street Utility Replacement				BRU EWO#:		1					
BRU Foreman:		Chris Trahan				Daily Force Account Ticket #:		1					
Work Description		Core out subgrade on 4th street. Import, place, grade and compact 3/4"-0" road base.											
LABOR COSTS			HOURS		RATE		Total						
Classification			Regular	Overtime	Regular	Overtime	Cost						
Pipe layer			8.00	-	69.42	-	555.36						
Operator			15.00	-	86.52	-	1,297.80						
Foreman			5.00	-	92.52	-	462.60						
Superintendent			6.00	-	92.52	-	555.12						
Project Manager			2.00	-	92.52	-	185.04						
			-	-	-	-	-						
TOTAL LABOR			36.00	-			3,055.92						
EQUIPMENT COSTS			HOURS		RATE		Total						
Classification		Eq. ID	Regular	Standby	Regular	Standby	Cost						
2020 Kobelco SR 270		EX 6	1.50	-	123.52	-	185.28						
2018 Kobelco SR 140		EX 4	8.00	-	88.39	-	707.12						
2019 Yanmar ViO 50-5		EX 5	8.00	-	45.66	-	365.28						
2016 Deere 544K		WL 2	3.00	-	73.40	-	220.20						
2020 F450 Service Truck		ST 4	8.00	-	37.00	-	296.00						
On-Highway Light Duty Trucks (85H)		PU	1.00	-	24.00	-	24.00						
On-Highway Light Duty Trucks (85H)		PU	7.00	-	24.00	-	168.00						
		-	-	-	-	-	-						
		-	-	-	-	-	-						
		-	-	-	-	-	-						
TOTAL EQUIPMENT			36.50	-			1,965.88						
MATERIALS & RENTAL COSTS									Total				
Description			Quantity	Units	Unit Price	Cost							
Pape Rentals CC1200 Double Drum Roller			1.00	Total Rent	1,242.36	1,242.36							
Soil Disposal Cadman			169.00	CY	5.00	845.00							
Aggregate import 3/4"- 0"			104.10	TN	13.95	1,452.20							
			-		-	-							
			-		-	-							
			-		-	-							
TOTAL MATERIALS & RENTALS							3,539.56						
SUBCONTRACTOR COSTS									Total				
Description			Quantity	Units	Unit Price	Cost							
Mark Davis Trucking Truck #813			8.25	HR	120.00	990.00							
DB Trucking 1 Truck #51			7.50	HR	110.00	825.00							
DB Trucking 2 Truck #51			8.25	HR	110.00	907.50							
			-		-	-							
			-		-	-							
			-		-	-							
TOTAL SUBCONTRACTOR							2,722.50						
TOTAL LABOR			Reg Hrs	36.0	O.T. Hrs	0.0	3,055.92						
LABOR MARK-UP							0.0%	-					
TOTAL EQUIPMENT							1,965.88						
EQUIPMENT MARK-UP							17.0%	334.20					
							3,539.56						
							-						
MATERIALS AND RENTALS MARK-UP							17.0%	601.72					
							2,722.50						
TOTAL SUBCONTRACTOR							2,722.50						
SUBCONTRACTOR MARK-UP							8.0%	217.80					
SUB TOTAL							12,437.58						

Owner	City of Oregon City	BRU Job No.:	N/A	Date:	02/10/22		
Project:	4th & 6th Street Utility Replacement			BRU EWO#:	1		
BRU Foreman:	Chris Trahan			Daily Force Account Ticket #:	2		
Work Description	Coree out 4th Street subgrade. Import, place, grade and compact 6' of 3/4"-0"						
LABOR COSTS		HOURS		RATE		Total Cost	
Classification		Regular	Overtime	Regular	Overtime		
Grade Engineer		10.00	-	69.42	-	694.20	
Laborer		10.00	-	58.08	-	580.80	
Operator		18.00	-	86.52	-	1,557.36	
Foreman		6.00	-	92.52	-	555.12	
Superintendent		4.00	-	92.52	-	370.08	
		-	-	-	-	-	
TOTAL LABOR		48.00	-			3,757.56	
EQUIPMENT COSTS		HOURS		RATE		Total Cost	
Classification		Eq. ID	Regular	Standby	Regular		Standby
2020 Kobelco SR 270		EX 6	10.00	-	123.52	-	1,235.20
		-	8.00	-	-	-	-
2019 Yanmar ViO 50-5		EX 5	8.00	-	45.66	-	365.28
2016 Deere 544K		WL 2	6.00	-	73.40	-	440.40
2020 F450 Service Truck		ST 4	10.00	-	37.00	-	370.00
On-Highway Light Duty Trucks (85H)		PU	4.00	-	24.00	-	96.00
Peterbuilt 7 yd Dump Truck		DT 3	8.00	-	44.10	-	352.80
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
TOTAL EQUIPMENT		54.00	-				2,859.68
MATERIALS & RENTAL COSTS						Total Cost	
Description			Quantity	Units	Unit Price		
Soil Disposal Cadman			297.00	CY	5.00	1,485.00	
Aggregate import 3/4"-0"			285.00	TN	13.95	3,975.75	
			-		-	-	
			-		-	-	
			-		-	-	
TOTAL MATERIALS & RENTALS						5,460.75	
SUBCONTRACTOR COSTS						Total Cost	
Description			Quantity	Units	Unit Price		
Makana Trucking Truck #9			6.75	Hr	115.00	776.25	
Valley View Building Truck #B-4			5.00	Hr	110.00	550.00	
Crest Development Truck #4			8.50	Hr	110.00	935.00	
Valley View Building Truck #B-2			9.25	Hr	110.00	1,017.50	
DB Trucking Truck #41			6.00	Hr	110.00	660.00	
			-		-	-	
TOTAL SUBCONTRACTOR						3,938.75	
TOTAL LABOR	Reg Hrs	48.0	O.T. Hrs	0.0		3,757.56	
LABOR MARK-UP					0.0%	-	
TOTAL EQUIPMENT						2,859.68	
EQUIPMENT MARK-UP					17.0%	486.15	
						5,460.75	
						-	
MATERIALS AND RENTALS MARK-UP					17.0%	928.33	
TOTAL SUBCONTRACTOR						3,938.75	
SUBCONTRACTOR MARK-UP					8.0%	315.10	
SUB TOTAL						17,746.31	

Owner		City of Oregon City		BRU Job No.:		N/A		Date:		02/14/22		
Project:		4th & 6th Street Utility Replacement				BRU EWO#:		1				
BRU Foreman:		Chris Trahan				Daily Force Account Ticket #:		3				
Work Description		Overexcavate curb grade. Backfill, grade and compact imported 3/4"-0" base rock.										
LABOR COSTS			HOURS		RATE		Total					
Classification			Regular	Overtime	Regular	Overtime	Cost					
Grade Engineer			10.00	-	69.42	-	694.20					
Laborer			10.00	-	58.08	-	580.80					
Operator			10.00	-	86.52	-	865.20					
Foreman			10.00	-	92.52	-	925.20					
				-	-	-	-					
			-	-	-	-	-					
TOTAL LABOR			40.00	-			3,065.40					
EQUIPMENT COSTS			HOURS		RATE		Total					
Classification		Eq. ID	Regular	Standby	Regular	Standby	Cost					
2020 Kobelco SR 270		EX 6	10.00	-	123.52	-	1,235.20					
2018 Kobelco SR 140		EX 4	10.00	-	88.39	-	883.90					
2019 Yanmar ViO 50-5		EX 5	10.00	-	45.66	-	456.60					
2016 Deere 544K		WL 2	4.00	-	73.40	-	293.60					
2020 F450 Service Truck		ST 4	10.00	-	37.00	-	370.00					
		-		-	-	-	-					
		-		-	-	-	-					
		-	-	-	-	-	-					
		-	-	-	-	-	-					
		-	-	-	-	-	-					
TOTAL EQUIPMENT			44.00	-			3,239.30					
MATERIALS & RENTAL COSTS							Total					
Description			Quantity	Units	Unit Price	Cost						
Pape Rentals Dyna Pak CA 1300 Roller			1.00	Mo.	4,078.36	4,078.36						
Soil Disposal			15.00	CY	5.00	75.00						
Aggregate import 3/4"-0"			49.08	TN	13.95	684.67						
Pape Rentals Delivery and Pick up CC1200			1.00	Mob	100.44	100.44						
			-		-	-						
			-		-	-						
TOTAL MATERIALS & RENTALS						4,938.47						
SUBCONTRACTOR COSTS							Total					
Description			Quantity	Units	Unit Price	Cost						
Mark Davis Trucking #183			5.00	HR	120.00	600.00						
						-						
						-						
						-						
						-						
			-		-	-						
TOTAL SUBCONTRACTOR						600.00						
TOTAL LABOR			Reg Hrs	40.0	O.T. Hrs	0.0	3,065.40					
LABOR MARK-UP							0.0%	-				
TOTAL EQUIPMENT								3,239.30				
EQUIPMENT MARK-UP							17.0%	550.68				
								4,938.47				
								-				
MATERIALS AND RENTALS MARK-UP							17.0%	839.54				
								600.00				
TOTAL SUBCONTRACTOR								600.00				
SUBCONTRACTOR MARK-UP							8.0%	48.00				
SUB TOTAL								13,281.39				

Owner		City of Oregon City		BRU Job No.:		N/A		Date:		02/15/22	
Project:		4th & 6th Street Utility Replacement				BRU EWO#:		1			
BRU Foreman:		Chris Trahan				Daily Force Account Ticket #:		4			
Work Description		Overexcavate curb grade. Backfill, grade and compact imported 3/4"-0" base rock.									
LABOR COSTS			HOURS		RATE		Total				
Classification			Regular	Overtime	Regular	Overtime	Cost				
Grade Engineer			10.00	-	69.42	-	694.20				
Laborer			7.00	-	58.08	-	406.56				
Operator			10.00	-	86.52	-	865.20				
Foreman			7.00	-	92.52	-	647.64				
				-	-	-	-				
			-	-	-	-	-				
TOTAL LABOR			34.00	-			2,613.60				
EQUIPMENT COSTS			HOURS		RATE		Total				
Classification		Eq. ID	Regular	Standby	Regular	Standby	Cost				
2018 Kobelco SR 140		EX 4	3.00	-	88.39	-	265.17				
2016 Deere 544K		WL 2	3.00	-	73.40	-	220.20				
2019 Yanmar ViO 50-5		EX 5	5.00	-	45.66	-	228.30				
				-	-	-	-				
2019 F450 Service Truck		ST 3	5.00	-	37.00	-	185.00				
2020 Kobelco SR 270		EX 6	3.00	-	123.52	-	370.56				
Multi Quip 500 Gal Water Wagon		WW 1	3.00	-	10.50	-	31.50				
		-	-	-	-	-	-				
		-	-	-	-	-	-				
		-	-	-	-	-	-				
TOTAL EQUIPMENT			22.00	-			1,300.73				
MATERIALS & RENTAL COSTS									Total		
Description			Quantity		Units	Unit Price		Cost			
								-			
Dirt Dump Fee's Cadman			48.00		TCY	5.00		240.00			
Import Aggregate 3/4"-0"			14.54		TN	13.95		202.83			
			-			-		-			
			-			-		-			
			-			-		-			
TOTAL MATERIALS & RENTALS									442.83		
SUBCONTRACTOR COSTS									Total		
Description			Quantity		Units	Unit Price		Cost			
CW Trucking			7.50		Hrs	110.00		825.00			
								-			
								-			
								-			
								-			
			-			-		-			
TOTAL SUBCONTRACTOR									825.00		
TOTAL LABOR			Reg Hrs	34.0	O.T. Hrs	0.0				2,613.60	
LABOR MARK-UP							0.0%		-		
TOTAL EQUIPMENT									1,300.73		
EQUIPMENT MARK-UP							17.0%		221.12		
									442.83		
									-		
MATERIALS AND RENTALS MARK-UP							17.0%		75.28		
									825.00		
TOTAL SUBCONTRACTOR									825.00		
SUBCONTRACTOR MARK-UP							8.0%		66.00		
SUB TOTAL									5,544.57		

Owner: City of Oregon City		BRU Job No.: N/A		Date: 02/17/22			
Project: 4th & 6th Street Utility Replacement		BRU EWO#: 1					
BRU Foreman: Chris Trahan		Daily Force Account Ticket #: 5					
Work Description		Overexcavate 4th Street subgrade an additional approximately 16'. Add 3'- 0" stabilization rock, compact and grade. Cap off, grade and compact 3/4'- 0".					
LABOR COSTS		HOURS		RATE		Total Cost	
Classification		Regular	Overtime	Regular	Overtime		
Superintendent		4.00	-	92.52	-	370.08	
Operator		12.00	-	86.52	-	1,038.24	
Foreman		10.00	-	92.52	-	925.20	
			-	-	-	-	
		-	-	-	-	-	
TOTAL LABOR		26.00	-			2,333.52	
EQUIPMENT COSTS		HOURS		RATE		Total Cost	
Classification		Eq. ID	Regular	Standby	Regular		Standby
2018 Kobelco SR 140		EX 4	8.00	-	88.39	-	707.12
2016 Deere 544K		WL 2	8.00	-	73.40	-	587.20
2019 Yanmar ViO 50-5		EX 5	8.00	-	45.66	-	365.28
				-	-	-	-
2019 F450 Service Truck		ST 3	8.00	-	37.00	-	296.00
2020 Kobelco SR 270		EX 6	8.00	-	123.52	-	988.16
Multi Quip 500 Gal Water Wagon		WW 1	8.00	-	10.50	-	84.00
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
TOTAL EQUIPMENT		48.00	-				3,027.76
MATERIALS & RENTAL COSTS						Total Cost	
Description		Quantity	Units	Unit Price			
Dirt Dump Fee's Cadman		104.00	TCY	5.00	520.00		
Knife River 3"- 0" Base Rock		81.02	TN	14.25	1,154.54		
Cadman 3/4"- 0"		74.81	TN	13.95	1,043.60		
		-	-	-	-		
		-	-	-	-		
TOTAL MATERIALS & RENTALS						2,718.13	
SUBCONTRACTOR COSTS						Total Cost	
Description		Quantity	Units	Unit Price			
CW Trucking #1 4 Axle Dump Truck		6.75	HR	110.00	742.50		
Mark Davis Trucking # 813 5 Axle Dump Truck		7.50	HR	120.00	900.00		
					-		
					-		
					-		
		-	-	-	-		
TOTAL SUBCONTRACTOR						1,642.50	
TOTAL LABOR		Reg Hrs	26.0	O.T. Hrs	0.0	2,333.52	
LABOR MARK-UP						0.0%	-
TOTAL EQUIPMENT							3,027.76
EQUIPMENT MARK-UP						17.0%	514.72
							2,718.13
							-
MATERIALS AND RENTALS MARK-UP						17.0%	462.08
							-
TOTAL SUBCONTRACTOR							1,642.50
SUBCONTRACTOR MARK-UP						8.0%	131.40
SUB TOTAL							10,830.12

CHANGE ORDER NO. 1

PROJECT: 4th and 6th Streets Utility Replacement (CI 21-013)**DATE OF ISSUANCE:** 3/9/22**OWNER:** City of Oregon City**BID ITEMS:** N/A**CONTRACTOR:** Black Rock Underground, LLC**ENGINEER:** RH2 Engineering, Inc.

Reason for Change Order: During bidding, Addendum No. 1 was issued to add PMUF related improvements to the project, including construction of one ADA curb return, 473 tons of asphalt concrete pavement, and grade adjustments of three communication structures. During construction, it was identified that existing curbs and sidewalks would need to be replaced as part of the roadway reconstruction. Additionally, it was identified that areas of roadway subgrade would need to be stabilized and the road base reconstructed.

You are directed to make the following changes in the Contract Documents.

Description: This change order covers the following items:

ITEM	DESCRIPTION	COST	TIME
1	Reconstruct road base with 6 inches depth of graded and compacted ¾"-0" rock. See Daily Force Account Ticket Nos. 1 and 2.	\$30,183.89	1 day
2	Demo and replace curbs along 4 th Street. Work includes demo and replacing 345 linear feet curbs at \$74 per linear foot (see Work Change Directive No. 2) and over-excavation of curb grade and backfilling, grading, and compacting imported ¾"-0" base rock (see Daily Force Account Ticket Nos. 3 and 4).	\$44,355.96	2 days
3	Over-excavate and haul off approximately 16 inches depth of soft organic laden subgrade material. Stabilize subgrade with geotextile fabric, approximately 10 inches depth of 3"-0" rock, and approximately 6" depth of ¾"-0" compacted rock. See Daily Force Account Ticket No. 5.	\$10,830.12	2 days
TOTAL		\$85,369.97	5 days

Total Change Order: \$85,369.97

Documents Supporting Changes:

See attached Daily Force Account Tickets and Work Change Directive No. 2 from the Contractor.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$317,000.00

Previous Approved Change Order(s):
\$0Change Order(s) Approved This Form:
\$85,369.97Total of Change Order(s) Approved this Form.
\$85,369.97Contract Price with all Approved
Change Orders: \$402,369.97**CHANGE IN CONTRACT TIME:**

Original Contract Time: 90 Calendar Days

Net Change Approved from Previous Change
Orders: 0 daysContract Time Prior to This Change Order:
90 daysNet Increase (Decrease) of This Change
Order: 5 daysContract Time with All Approved Change
Orders: 95 days**RECOMMENDED:**by *[Signature]* 3/9/22
Engineer**APPROVED:**by _____
Owner**APPROVED:**by *Cory Moore* 3/9/2022
Contractor

By signing this form, the Owner and the Contractor agree to release all claims to additional work or credit or delays, occurring prior to the Date of Issuance, which have not been identified in this Change Order form.



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: 03/02/2022

SUBJECT:

Transfer of Real Property located at 13776 Canyon Court to the City of Oregon City

STAFF RECOMMENDATION:

Authorize the City Manager to execute the Bargain and Sale Deed document transferring ownership of the property at 13776 Canyon Court, tax lot 22E-32AA-00333 to the City. Additionally, staff requests direction on how to address the Judgment Lien recorded against the property.

EXECUTIVE SUMMARY:

Due to a landslide event and subsequent settlement agreement, the house at 13776 Canyon Court was partially demolished in October 2021. As part of the settlement agreement, the parcel as it sits today shall be transferred to the City. The document which conveys Real Property is a Bargain and Sale Deed.

BACKGROUND:

Trillium Park Drive, a two-lane local street, has been experiencing a slow-moving landslide since its construction in 1999. The site is located in the Newel Creek drainage area of Oregon City. Since the development of Trillium Park Estates in 1993, evidence of landslide movement was documented in both early 1999 and January 2006 following periods of intense precipitation.

On February 16, 2017, the City responded to a water main break resulting from ongoing landslide activity along Trillium Park Drive. This landslide episode pulled a City-owned 8-inch diameter water main apart, resulting in high volumes of water flowing up and out of the pipeline trench, displacing trench backfill and surface pavement, and flowing downstream of the slide area. This Trillium Park landslide episode occurred during a wet winter period when groundwater levels were high, and the subsurface conditions were saturated. As a result of this ground movement, the City closed a segment of Trillium Park Drive between Swordfern Court and Canyon Court. In the days after the February 16 landslide, the area continued to slide and subside. Problems ensued with

other public facilities that were also impacted by the landslide, including the sanitary sewer line.

On February 21, 2017, the City's Building Official responded to concerns that 13776 Canyon Court was showing indications that it, too, was impacted by the landslide. On February 23, the Building Official deemed 13776 Canyon Court a dangerous building and the tenants vacated the home.

On August 2, 2017, the City was notified of a tort claim against the City by the Bartholomew's which later resulted in a lawsuit against Oregon City as well as two other insurance companies (Bankers Standard Insurance and Chubb Insurance). The Bartholomew's have settled the lawsuit with their insurance carriers. Additionally, on June 20, 2018, the City Commission authorized the City Manager to execute a Settlement Agreement and Mutual Release with the Bartholomew's concerning the lawsuit associated with 13776 Canyon Court. As part of that settlement agreement, the Bartholomew's were required to demolish and remove the wood framed portion of the structure as soon as practical, leaving behind the foundation. The wood framed structure was demolished in October 2021.

Now that the structure is demolished, the City is ready to execute a Bargain and Sale Deed document to transfer the Real Property to the City. In preparation for accepting the property, the City obtained a Title Report and Property Account Summary from Clackamas County. The following two items were noted during review of these documents:

1. Unpaid Property Taxes: The Title Report notes that it is unable to report on unpaid taxes. Clackamas County provided the attached Property Account Summary related to the property tax balance. In 2018 when the property was deemed a dangerous building and vacated by the owners, the property tax assessment was updated to remove the value of the home and only include the land value in the property tax calculation. As noted in the Property Account Summary, the property owner had not paid property taxes for the tax years 2019, 2020, and 2021. The property owner has since paid the full balance due on property taxes as shown in the attached receipt. This issue has been fully resolved.
2. Order of Judgment Lien: The Title Report includes a Judgment Lien issued by the Municipal Court for the City of Oregon City against Frank & Susan Bartholomew in November 2020. The lien is associated with Code Enforcement case CE-000486-20, related to OCMC 8.28.010 and the requirement to remove noxious vegetation, dead trees, dead brush, and dead shrubs. Typically, during the sale of a property, outstanding liens would be paid out before the property owner is paid out any proceeds of the sale. The transaction to transfer the property from the Bartholomew's to the City is a \$0 transaction. Therefore, this transaction will not resolve the outstanding lien. A judgement lien is a court order against a person; therefore, we can proceed with the recording of the Bargain and Sale Deed. Following are options available related to the Code Enforcement lien:

- a. *No changes to the Lien:* A judgement lien is assessed to the owners of the property and recorded against a property as a way to collect the debt. The lien will continue to be assessed to the Bartholomew's, even after the property is transferred to the City.
- b. *Vacate portions of the Lien:* The lien includes four components: Fine Amount (\$5,700), Abatement Costs (\$1,695, actual incurred costs), Administration Fee (\$423.75, actual incurred costs), and Recording Fee (\$26, actual incurred costs), as well as interest on these amounts. The City Commission could request that the Municipal Court vacate portions of the lien, or request that the City (Project Funding) pay portions of the lien such as actual incurred costs.
- c. *Vacate the entire Lien:* The City Commission could request Oregon City Municipal Court to vacate the entire lien.

One separate but contributing monetary consideration is that the Settlement Agreement under section III.A.2 states that Oregon City shall pay by reimbursement to Bartholomew's the actual additional costs of demolition and removal over and above the first \$10,000 paid by the Bartholomew's up to an additional ten thousand dollars. Costs beyond the Bartholomew's initial \$10,000 were not presented to the city in any form required in section III.A.3 so no demolition costs will have been incurred for this property.

Failure by the City Commission to execute a bargain and sale agreement would be a breach of the 2018 Settlement Agreement as the agreement is binding. If legal action were taken by the Bartholomews to enforce the terms of the agreement the prevailing party would be entitled to award of attorney fees, witness fees, expert fees, disbursements, and costs against the Bartholomews.

Staff recommends City Commission authorize the City Manager to execute the Bargain and Sale Deed document transferring ownership of the property at 13776 Canyon Court, tax lot 22E-32AA-00333, to the City. Additionally, staff requests direction on how to address the Judgment Lien recorded against the property.

OPTIONS:

Bargain and Sale Deed Options:

1. Direct the City Manager to sign the Bargain and Sale Deed document transferring ownership of the property at 13776 Canyon Court, tax lot 22E-32AA-00333.
2. Deny the acceptance of ownership of the property at 13776 Canyon Court, tax lot 22E-32AA-00333.

Judgement Lien Options:

1. No changes to the Lien.
2. Vacate portions of the Lien. If portions of the Lien are to be vacated, please advise staff on which portions should be vacated.

3. Vacate the entire Lien.

BUDGET IMPACT:

Amount: \$0.00

FY(s): N/A

Funding Source(s): N/A

AFTER RECORDING RETURN TO:

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

Planning File No.: NA

Tax Map & Lot: 2-2E-32AA-00333 GRANTOR: Susan and Frank (Bart) Bartholomew

BARGAIN AND SALE DEED

Susan and Frank (Bart) Bartholomew, hereinafter called "Grantor", does hereby grant, bargain, sell and convey to the City of Oregon City, an Oregon municipal corporation, hereinafter called "Grantee", the following real property in Clackamas County, Oregon.

Tract number 55 of Trillium Park No. 2 subdivision, in the City of Oregon City, Clackamas County, Oregon, according to the official plat thereof, recorded as Plat

No. 3333 in Book 109 Page No. 5, Clackamas County Plat Records.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is \$0.00

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 20____. 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: Susan and Frank (Bart) Bartholomew*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 _____)

This record was acknowledged before me on (month & day) _____, 20____

by _____, as _____
*Signer's printed name Title (write "N/A" if not applicable)*of _____
*Name of Corporation on whose behalf record is executed (write "N/A" if not applicable)**Stamp notary seal:*

WITNESS my hand and official seal.

Signature of Notary Public

My commission expires: _____

Accepted on behalf of the City of Oregon City:_____
By: Anthony J. Konkol III, City Manager_____
By : John M. Lewis, PE, Public Works Director

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

I. PARTIES:

The Parties to this agreement are Frank and Susan Bartholomew (“Bartholomews”), and the City of Oregon City (“Oregon City”).

II. RECITALS:

A. Bartholomews have filed a lawsuit against Oregon City in the Circuit Court for Clackamas County, Oregon, Case No. 17CV36446. Oregon City is a municipal corporation organized and existing under the laws of the State of Oregon. The lawsuit involves the collapse of the real property and improvements located at 13776 Canyon Court in Oregon City, Oregon (the “Real Property”). The Bartholomews are the owners of the Real Property. The caption of the lawsuit is as follows:

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF CLACKAMAS

Frank Bartholomew and Susan) Case No. 17CV36446
Bartholomew, individuals,)
))
Plaintiffs,)
))
v.)
))
City of Oregon City, an Oregon)
Municipality; Bankers Standard)
Insurance Company, a Pennsylvania)
Insurance Company and Chubb)
Insurance, a Missouri Insurance)
Company,)
))
Defendants.)

B. In the lawsuit, Bartholomews have also sued their insurance carrier that issued a property and casualty policy on the Improvements, Bankers Standard Insurance Company (the "Carrier"), for failure to pay insurance proceeds covering the damages to the Improvement on the Real Property. Bartholomews have settled the lawsuit with the Carrier, and that settlement is memorialized in a separate Settlement and Release Agreement, which is not a public record.

C. Pursuant to the terms of the following settlement with Oregon City, the Bartholomews agree to demolish and remove the wood frame house and structural improvements down to and not including the foundation. Upon completion of such demolition and removal, Bartholomews will deed the Real Property to Oregon City in fee simple and Bartholomews will have no further interest in or obligations relating to the Real Property.

D. To resolve this matter without the need for further litigation, Bartholomews and Oregon City agree to a settlement of the lawsuit and issues in dispute pursuant to the terms and conditions set forth below.

III. AGREEMENT:

A. Demolition and Removal of Improvements on the Real Property Down to the Foundation.

1. As soon as practical after the signing of this Agreement by Bartholomews and Oregon City, Bartholomews will undertake the demolition and removal of the improvements on the real property, leaving in place only the foundation.

2. The first ten thousand dollars (\$10,000) of the cost to demolish and remove the improvements down to the foundation will be paid by the Bartholomews. Oregon City shall pay by reimbursement to Bartholomews the actual additional cost of demolition and removal over and above the \$10,000 paid by the Bartholomews up to an additional ten thousand dollars (\$10,000). If the cost of demolition and removal exceeds \$20,000, Bartholomews will pay such additional costs over and above \$20,000.

3. Bartholomews shall track the total costs of the demolition and keep all invoices and receipts, presenting such documentation to Oregon City with

an invoice for reimbursement of sums due Bartholomews from Oregon City under the preceding paragraph, if any, upon completion of the demolition and removal of the improvements down to the foundation. Oregon City will reimburse Bartholomews within twenty (20) days after receipt of Bartholomews' invoice to Oregon City.

4. Bartholomews bear the risk of loss and insurance during and until the demolition and removal is complete down to the foundation. Oregon City agrees to assist the Bartholomews' with the demolition by assisting in obtaining permits for the demolition and removal as the case may be.

5. Upon completion of the demolition and removal down to the foundation, Bartholomews shall deed the Real Property to Oregon City.

B. Mutual Release and Dismissal of the Clackamas County Action.

1. With the sole exceptions of the obligations of the Parties set forth in this Agreement, and for and in consideration of the agreements of Oregon City set forth herein, Bartholomews release, acquit, and forever discharge the City of Oregon City, and its former and current agents, officials, officers, employees, board members, members of the City Commission, representatives, insurers, third party administrators, successors, and assignees in their individual and official capacities from any and all known or unknown actions, causes of actions, causes of suits, claims, demands, personal injury, property damage or other loss and damages arising from or in any way connected with or based upon the damage to the Real Property and incidents which occurred as described in the pleadings of the above-captioned lawsuit and for all incidents up to the date of the transfer of the title to the property to Oregon City.

2. Bartholomews acknowledge and agree that the release and discharge set forth above is a general release; and they expressly waive and assume the risk of any and all damages or injuries which may exist as of the date of this Agreement, or in the future, that of which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and Bartholomews hereby expressly waive and relinquish any and all rights under any law or statute to the contrary.

3. Bartholomews understand this settlement is a compromise settlement of a disputed claim. They further agree that this settlement is not

to be considered as an admission of any responsibility for any damage or violations of any law caused to them, whatsoever, in whole or in part, by the parties released, their agents, officers, employees, or representatives, and it is agreed that this release is not admissible in any proceeding to prove liability or fault of the parties being released herein, or to prove a custom, practice or policy of wrongdoing by the parties being released herein.

4. Bartholomews further agree and hereby acknowledge that the consideration provided to them in this agreement is the total amount of consideration that they are receiving and that there will be no further payment of money to them for damages, attorneys' fees, costs, and disbursements.

5. Bartholomews agree to enter an order of dismissal with prejudice and without costs, disbursements and/or attorney fees of the complaints filed in the above-captioned lawsuit; and they agree that they are not a "prevailing party" as a result of this settlement as that term is used in any state statute or rule.

6. In entering into this Settlement Agreement, Bartholomews represent that they have relied upon the advice of their attorneys, who are attorneys of their own choice, and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by them.

7. Bartholomews represent and warrant that no other person or entity has any interest in the Real Property; that there are no liens against the Real Property; and that no other person or entity has any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and the pleadings in this lawsuit; that they have the sole right and exclusive authority to execute this Settlement Agreement; and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action or interest in the Real Property referred to in this Settlement Agreement.

8. With the sole exceptions of the obligations of the Parties set forth in this Agreement, and for and in consideration of the agreements of Bartholomews set forth herein, Oregon City releases, acquits, and forever discharges the Bartholomews, and their former and current agents, employees, representatives, insurers, third party administrators, successors, and assignees in their individual and official capacities from any and all

known or unknown actions, causes of actions, causes of suits, claims, demands, personal injury, property damage or other loss and damages arising from or in any way connected with or based upon the damage to the Real Property and incidents which occurred as described in the pleadings of the above-captioned lawsuit and for all incidents up to the date of the transfer of the title to the property to Oregon City.

9. Oregon City acknowledges and agrees that the release and discharge set forth above is a general release; and it expressly waives and assumes the risk of any and all damages or injuries which may exist as of the date of this Agreement, or in the future, that of which it does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and Oregon City hereby expressly waives and relinquishes any and all rights under any law or statute to the contrary.

10. Oregon City understands this settlement is a compromise settlement of a disputed claim. It further agrees that this settlement is not to be considered as an admission of any responsibility for any damage or violations of any law caused to it, whatsoever, in whole or in part, by the parties released, their agents, officers, employees, or representatives, and it is agreed that this release is not admissible in any proceeding to prove liability or fault of the parties being released herein, or to prove a custom, practice or policy of wrongdoing by the parties being released herein.

11. Oregon City further agrees and hereby acknowledges that the consideration provided to it in this agreement is the total amount of consideration that it is receiving and that there will be no payment of money to it for damages, attorneys' fees, costs, and/or disbursements.

12. Oregon City agrees that it is not a "prevailing party" as a result of this settlement as that term is used in any state statute or rule.

13. In entering into this Settlement Agreement, Oregon City represents that it has relied upon the advice of its attorneys, who are attorneys of their own choice, and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by it.

C. Additional Provisions.

1. This Agreement constitutes the entire understanding between the parties to this settlement agreement. The parties have not relied on any oral statements or representations not reduced to writing and included in this Agreement. The parties have not relied on any written statements or representations not included in this Agreement. Any modifications to this Agreement must be made in writing and signed by all of the parties to this agreement. Any attempts to modify this agreement in the absence of a signed, written modification by all of the parties is invalid and unenforceable.

2. If any provision of this Agreement is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unimpaired by such holding.

3. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Oregon.

4. All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms of this Settlement Agreement.

5. In the event of legal action of any kind or nature to enforce the terms of this Agreement is commenced by any party or parties, the prevailing party or parties shall be entitled to an award of attorney fees, witness fees, expert fees, disbursements, and costs against the other party or parties at the trial or proceeding on the matter, on appeal, and in any other alternated dispute proceeding.

6. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

7. This Agreement contains the entire agreement between the parties, their agents, officers, employees, and representatives, and it is agreed that the terms of this Agreement are contractual and not a mere recital.

8. This Settlement Agreement shall become effective only upon the signing of the Agreement by all of the parties.

9. Nothing in this Agreement, expressed or implied, is intended nor shall it be construed to confer on any person, other than the parties to this Agreement, any right, remedy, claim, or defense under, by, or through this Agreement, and this agreement does not give any third party any rights as a third party beneficiary of this agreement.

**THIS AGREEMENT IS BEING SIGNED VOLUNTARILY
AND AFTER HAVING BEEN READ AND UNDERSTOOD.**

DATED: 2018


By: Susan Bartholomew


By: Frank (Bart) Bartholomew

DATED: 2018

CITY OF OREGON CITY


By: Anthony J. Kenkel, III
Its: City Manager



First American

First American Title Insurance Company

Item 9a.

121 SW Morrison Street, Suite 300
Portland, OR 97204
Phn - (503)222-3651 (800)929-3651
Fax - (877)242-3513

**PUBLIC RECORD REPORT
FOR NEW SUBDIVISION OR LAND PARTITION**

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF:

City of Oregon City
13895 Fir Street
Oregon City, OR 97045
Phone: (503)496-1548
Fax:

Date Prepared : January 28, 2022
Effective Date : 8:00 A.M on January 14, 2022
Order No. : 7019-3887986
Subdivision :

The information contained in this report is furnished by First American Title Insurance Company (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. This report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report. Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the Customer, and the Company will have no greater liability by reason of this report. This report is subject to the Definitions, Conditions and Stipulations contained in it.

REPORT

- A. The Land referred to in this report is located in the County of Clackamas, State of Oregon, and is described as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

- C. As of the Effective Date and according to the Public Records, we find title to the land apparently vested in:

As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof

- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:

As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.

EXHIBIT "A"
(Land Description Map Tax and Account)

LOT 55, TRILLIUM PARK NO. 2, IN THE CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON.

Map No.: 22E32AA00333
Tax Account No.: 01756148

EXHIBIT "B"
(Vesting)

Frank W. Bartholomew and Susan C. Bartholomew, as tenants by the entirety

EXHIBIT "C"
(Liens and Encumbrances)

1. We are unable to report on unpaid taxes as the amounts are not available at this time. As soon as we receive said information we will advise you.
2. City liens, if any, of the City of Oregon City.
3. Restrictions shown on the recorded plat/partition.
4. Easement as shown on the recorded plat/partition
For: Sidewalk and public utility
Affects: See Plat for exact location
5. Easement as shown on the recorded plat/partition
For: Water line, sanitary sewer and storm drain
Affects: See Plat for exact location
6. Easement as shown on the recorded plat/partition
For: Slope
Affects: See Plat for exact location
7. Easement as shown on the recorded plat/partition
For: One foot non vehicular access strip
Affects: The Westerly, Northwesterly and Northerly lot line
8. Restrictive Covenant to Waive Remonstrance, pertaining to Local Improvement including the terms and provisions thereof
Recorded: December 12, 1988 as Fee No. 88051663
9. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: March 1, 1996 as Fee No. 96014612

Modification and/or amendment by instrument:
Recording Information: October 6, 2000 as Fee No. 2000 065490
10. Regulations and Assessments of Trillium Park Estate Homeowner's Association, as set forth in Declaration recorded March 1, 1996 as Fee No. 96014612.
11. Order of Judgment Lien
Court: Municipal Court for the City of Oregon City County of Clackamas,
State of Oregon
Case No.: CE-000486-20
Debtor: Frank & Susan Bartholomew
Creditor: City of Oregon

Amount:	\$\$7,844.75, plus interest if any, and any other amounts due thereunder.
Recorded:	November 19, 2020
Recording No.:	Fee No. 2020-097851

NOTE: We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
 - (a) "Customer": The person or persons named or shown as the addressee of this report.
 - (b) "Effective Date": The effective date stated in this report.
 - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
 - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.
2. **Liability of the Company.**
 - (a) THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.
 - (b) No costs (including, without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
 - (c) In any event, the Company assumes no liability for loss or damage by reason of the following:
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
 - (2) Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
 - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (iii) water rights or claims or title to water.
 - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment on the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.
3. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.



First American

First American Title Insurance
121 SW Morrison Street, Suite 200
Portland, OR 97204

Item 9a.

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.


First American
First American Title Insurance Company

121 SW Morrison Street, Suite 300

Portland, OR 97204

Phone: (503)222-3651 / Fax: (877)242-3513

PR: NWEST

Ofc: 7019 (1011)

Final Invoice
To: City of Oregon City
 13895 Fir Street
 Oregon City, OR 97045

Invoice No.: 1011 - 7019166400

Date: 01/28/2022

Our File No.: 7019-3887986

Title Officer: Dona Lane

Escrow Officer:
Customer ID: AD8736773

Liability Amounts
Attention: Josh Wheeler

Your Ref.:
RE: Property:
 13776 Canyon Court, Oregon City, OR 97045

Buyers:
Sellers: Frank W Bartholomew, Susan C Bartholomew

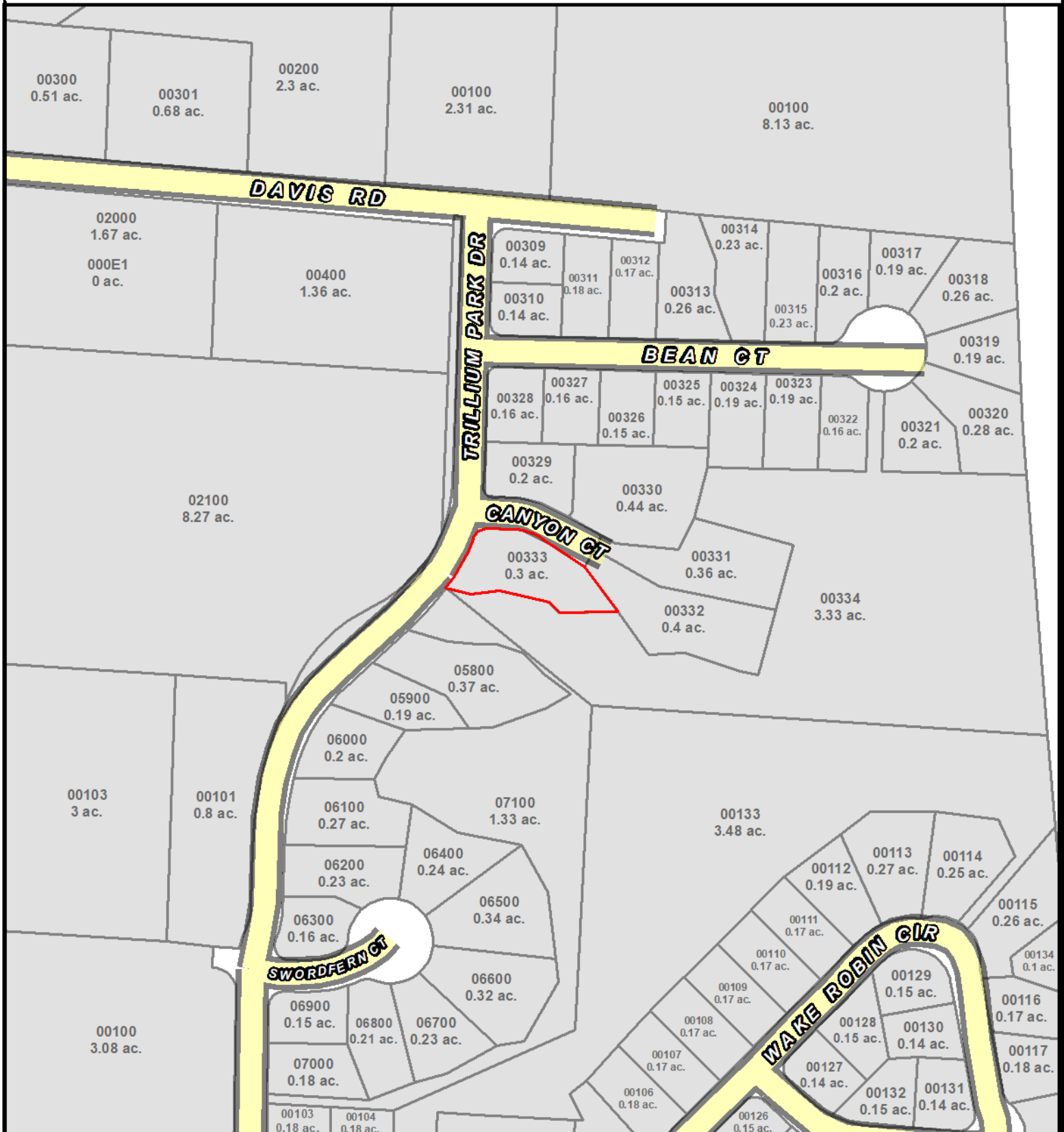
Description of Charge	Invoice Amount
Guarantee: Subdivision/Plat Certificate	\$275.00

INVOICE TOTAL **\$275.00**
Comments:
Thank you for your business!
To assure proper credit, please send a copy of this Invoice and Payment to:

Attention: Accounts Receivable Department

PO Box 31001-2281

Pasadena, CA 91110-2281



Taxlot



Subject



Taxlot

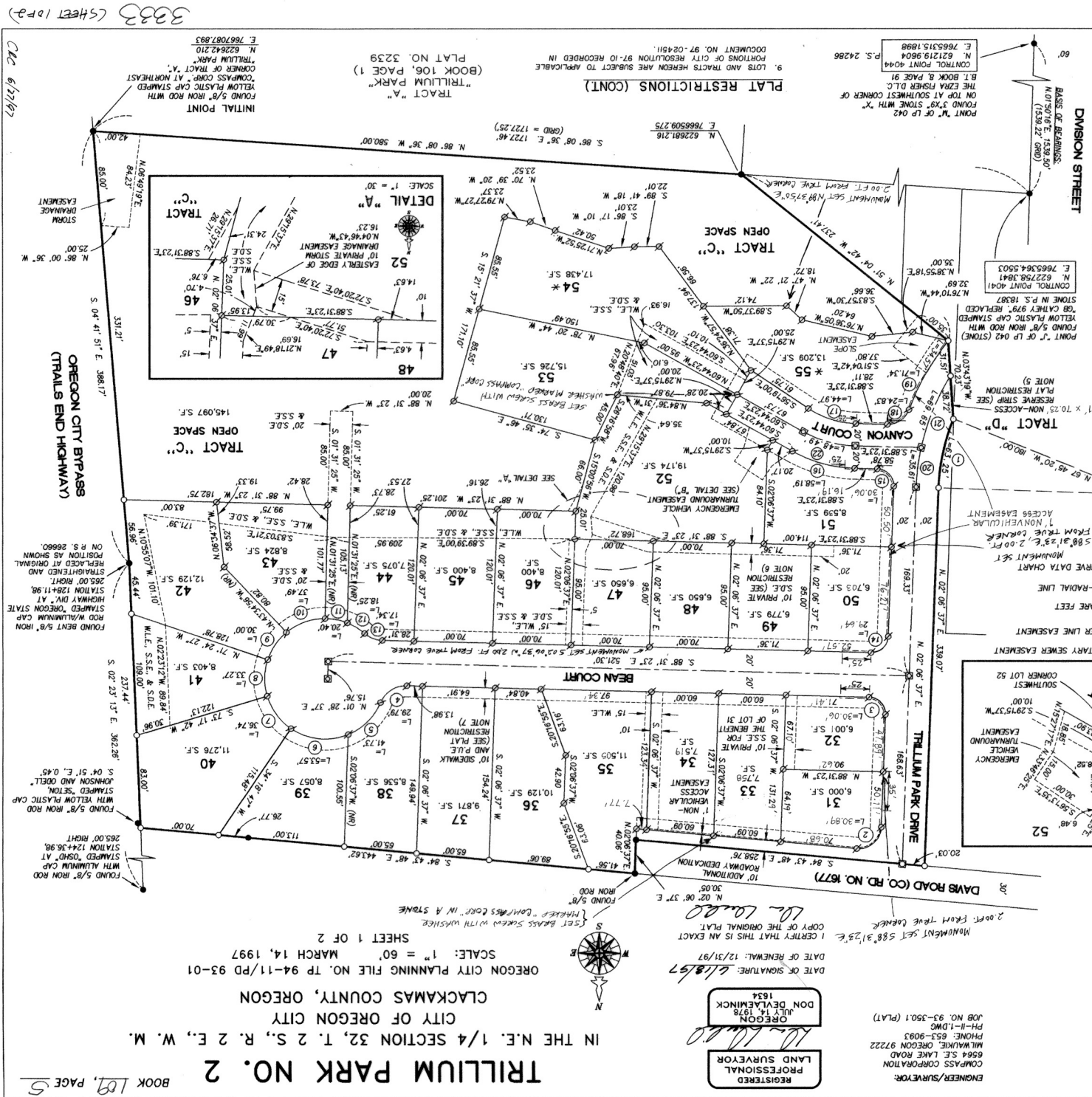
NO.	LENGTH	RADIUS	DELTA	CHORD
1	3.03, 8.1	19.00	90.30	38.25
2	3.06, 8.3	19.00	90.30	38.35
3	3.06, 8.3	19.00	90.30	38.35
4	3.06, 8.3	19.00	90.30	38.35
5	3.06, 8.3	19.00	90.30	38.35
6	3.06, 8.3	19.00	90.30	38.35
7	3.06, 8.3	19.00	90.30	38.35
8	3.06, 8.3	19.00	90.30	38.35
9	3.06, 8.3	19.00	90.30	38.35
10	3.06, 8.3	19.00	90.30	38.35
11	3.06, 8.3	19.00	90.30	38.35
12	3.06, 8.3	19.00	90.30	38.35
13	3.06, 8.3	19.00	90.30	38.35
14	3.06, 8.3	19.00	90.30	38.35
15	3.06, 8.3	19.00	90.30	38.35
16	3.06, 8.3	19.00	90.30	38.35
17	3.06, 8.3	19.00	90.30	38.35
18	3.06, 8.3	19.00	90.30	38.35
19	3.06, 8.3	19.00	90.30	38.35
20	3.06, 8.3	19.00	90.30	38.35
21	3.06, 8.3	19.00	90.30	38.35
22	3.06, 8.3	19.00	90.30	38.35

NARRATIVE

[illegible]

PLAT RESTRICTIONS

- [illegible]



120-
20P

✓

PROPOSED RESTRICTIVE COVENANTS
AND
PROPERTY OWNERS ASSOCIATION AGREEMENTS

" TRILLIUM PARK "

DEVELOPER : RIVERGATE DEVELOPMENT COMPANY

After Recording Return to:
Rivergate Development Company
1900 Davis Road
Oregon City, OR 97045

96-014612

INDEX

	Page
ARTICLE 1	
Definitions	2
ARTICLE 2	
Membership and Voting Rights	3
ARTICLE 3	
Property Rights in the Common Properties	4
ARTICLE 4	
ACCESS FOR REPAIR OR MAINTENANCE	5
ARTICLE 5	
Covenant for Assessments	6
ARTICLE 6	
Architectural Design Review Committee	10
ARTICLE 7	
Exterior Maintenance	11
ARTICLE 8	
Common Scheme Restrictions	12
ARTICLE 9	
General Provisions	16

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration made this 22nd day of February, 1996, by RIVERGATE DEVELOPMENT COMPANY, an Oregon corporation, hereinafter called the "Developer."

WITNESSETH

WHEREAS, Developer is the Owner of real property in Clackamas County, Oregon, which property is more particularly described in Exhibit "A" of this Declaration, (hereafter referred to as "The Property"), and desires to create thereon a residential community with access to and the right to use open spaces and other common facilities for the benefit of said community, and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of open spaces and other common facilities and to this end desires to subject The Property to the covenants, restrictions, reservations and charges hereinafter set forth, each and all of which are declared to be for the benefit of The Property and each and every subsequent Owner of any part thereof, and

WHEREAS, Developer has deemed it desirable to these ends to create an agency to enforce certain of said covenants, restrictions, reservations and charges, and

WHEREAS, Trillium Park Estate Homeowners Association ("Association") is an Oregon non-profit corporation formed for the purposes described in its Articles of Incorporation,

NOW, THEREFORE, Developer hereby declares that The Property is and shall be held upon and each lot hereinafter created from The Property shall be conveyed subject to the covenants, restrictions and charges hereinafter set forth.

1. DECLARATION OF COVENANTS AND RESTRICTIONS

JHBur2915c.ccr

ARTICLE I

DEFINITIONS

Section 1.1 The following words and terms when used in this Declaration or any supplemental declaration shall have the following meanings:

- a. "Association" shall mean and refer to Trillium Park Estates Homeowners Association, an Oregon non-profit corporation.
- b. "Properties" or "The Property" shall mean and refer to the property described in Exhibit "A" hereto and other properties as are hereafter made subject to this Declaration and brought within the jurisdiction of the Association.
- c. "Common Area" shall mean all real property described in Exhibit "B" attached hereto and committed hereby to control by the Association for the common use and enjoyment of the Owners. The Common Area includes all trails now or hereafter established in the Common Area.
- d. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision or planned unit development map of the Properties except the area identified as the Common Area.
- e. "Owner" shall mean and refer to the Owner of record as shown on the Deed Records of Clackamas County, whether one or more persons or entities, of a fee simple title or contract vendee interest to any Lot which is part of the Properties excluding those having such interest merely as security for the performance of an obligation.
- f. "Member" shall mean and refer to every person or entity who is an Owner, or, in the place of such Owner, the authorized tenant of an Owner. The Developer, or its successor or designee, shall also be a member.

2 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHD\arj2913e.ccr

g. "Architectural Design Review Committee" shall mean the committee appointed by the duly elected Board of Directors of Trillium Park Estates Homeowners Association.

ARTICLE 2

MEMBERSHIP AND VOTING RIGHTS.

Section 2.1 Membership. The Developer, its successor or designee, and every other person or entity who is an Owner, or, in place of an Owner the authorized tenant of a Lot owned by the Owner, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association or ownership of the Common Area. However, an Owner may, by written notice delivered to the Association, authorize a tenant of a Lot owned by an Owner to serve as a Member in the place of such Owner for a period not to exceed the term of such tenancy. Ownership of such Lot, or of the Common Area, shall be the sole qualification for membership.

Section 2.2 Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members, but the single vote allocated for such Lot shall be exercised as the Owners of that Lot determine. In no event shall more than one vote be cast representing any one Lot.

Class B. The Class B Member shall be the Developer and shall be entitled to three votes for each Lot owned. Class B membership shall cease and be

3 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHB\arj2915c.ccr

converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal twice the total votes outstanding in the Class B membership, or
- b. On December 31, 2005.

ARTICLE 3

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 3.1 Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article III, every Member, the immediate members of their families who reside with such Member on the Properties, and the guests of such Members, shall have a right and easement of enjoyment in and to the Common Area and such right and easement shall be appurtenant to and shall pass with title to every Lot.

Section 3.2 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association, as provided in its Certificate of Incorporation and Bylaws, to suspend the voting rights and the right of use of the Common Area by a Member, or any person whose right to such use is derived from such Member, for any period during which any assessment imposed by the Association remains unpaid, and for any period (not to exceed thirty (30) days), determined by the Association, for any infraction of its published rules and regulations, and
- b. The right of the Developer to dedicate or transfer all or any part of the Common Area to any municipal, county, state, federal or other public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by

4 - DECLARATION OF COVENANTS AND RESTRICTIONS

J11B1urj2915c.ccr

the Developer, provided that no such dedication or transfer or determination shall be effective unless an instrument guarantying the perpetual continuation of the rights and easement of enjoyment created hereby and granted herein to Members, has been recorded.

The Developer shall be entitled to retain any compensation or credits received for such dedication or transfer. The Developer shall not make such transfer or dedication unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action to be taken for such dedication or transfer.

Section 3.3 Any Member may delegate in writing, in accordance with the Bylaws, his right of enjoyment to the Common Area to his tenants or contract purchasers who reside on a Lot.

ARTICLE 4

ACCESS FOR REPAIR OR MAINTENANCE

Each member agrees the Association or its designee shall be permitted to go upon The Property for the following purposes:

- a. On common areas for ingress, egress, installation repair and maintenance of all utilities, including but not limited to water, sewer, gas, telephones, electricity and a master or cable television system;
- b. Maintenance, including but not limited to, fertilizing and spraying of all trees, grass and other vegetation on The Properties;
- c. Sidewalk easements created as shown on the plat to allow meandering street design and to protect trees.

5 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHB:urj2913c ccr

d. The rights created by this Article 4 may not be exercised in a manner that substantially impacts any residence or other permanent building on any lot;

e. All expenses or costs incurred in connection with the use of any right created under this Article 4, including all costs or expenses of restoring to its former condition any of The Property disturbed by reason of the exercise of any such right, shall be deemed to be costs incurred by the Association and shall be fully paid by the Association.

ARTICLE 5

COVENANT FOR ASSESSMENTS

Section 5.1 Creation of Lien and Personal Obligation of Assessments.

The Developer, for each Lot within The Property, covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is also deemed to covenant and agree, to pay the Association an annual assessment or charge (or, at the discretion of the Board of Directors, monthly assessments) and special assessments. The annual/monthly and special assessments, together with interest, costs and reasonable attorneys fees related to or arising out of the collection of such assessments, or the enforcement of any of the provisions of the Declaration of Covenants and Restrictions, shall be a charge on the Lot or Lots to which the assessment applies and shall be a continuing lien upon the Lot against which each such assessment or special assessment is made. Each such assessment and special assessment, together with interest, costs and reasonable attorneys fees for the collection thereof or the enforcement of any, of these Covenants and Restrictions, shall also be the joint and several personal obligation of the

6 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHB\wp2915c.ccr

person or persons who was/were the Owner(s) of such Lot at the time when the assessment or special assessment fell due, or violation of the Covenant or Restriction occurred. The personal obligation described herein for delinquent assessments or violation of Covenants or Restrictions shall not pass to successors in title unless expressly assumed by them, but shall continue as a lien upon the subject Lot and as a personal obligation of said Owner until paid in full.

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, convenience and welfare of the residents of the Properties and for the preservation, improvement and maintenance of The Property and the Common Area.

Section 5.3 Basis and Maximum of Assessments. Each Lot shall, as of the date in Section 8 hereof, be subject to an annual assessment of not more than One Hundred Twenty Dollars (\$120.00) per Lot. The Board of Directors shall fix the annual/monthly assessment within the maximum amount and may raise or lower said assessment amounts within said maximum as they deem necessary in their discretion. Notwithstanding the above, the Association may change the maximum assessment, provided that such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for that purpose, written notice of which shall have been sent to all Members at least thirty (30) days in advance of the meeting.

Section 5.4 Special Assessments for Capital Improvements. In addition to the annual/monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital

7 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHBur2915c.ccr

improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of Members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall have been sent to all Members at least thirty (30) days in advance of the meeting and further provided such notice shall set forth the purpose of the meeting.

Section 5.5 Rate of Assessment. Both annual/monthly and any special assessments must be fixed at a uniform rate for all Lots, except that Lots which do not physically abut the park area described in Exhibit "B" shall be assessed Eighty percent (80%) of the per Lot assessment allocated to the Lots which do so abut said park area, and further provided that the rates set for any Lots owned by the Developer shall be fixed at twenty-five percent (25%) of the assessment rate set for Lots which abut said park.

Section 5.6 Quorum. The quorum required for any action authorized by Sections 5.3 and 5.4 above shall be as follows:

At each meeting of the Association, the presence at the meeting of Members, or of proxies, entitled to cast 60% of all the votes of membership shall constitute a quorum. If the required quorum is not present, or if the purpose for which the meeting was called is not resolved at said meeting, the meeting may be continued to a time not more than ten (10) days following the date set in the original notice. It shall not be necessary to republish notice of such a continued meeting. The required quorum at such subsequent or continued meeting shall be one-half (1/2) the quorum required at the preceding meeting. No such subsequent or continued meeting shall be held more than ten (10) days following the time given in the notice for the preceding meeting unless a new notice is given pursuant to the provisions of this Section 5.6.

8 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHB\arj2915c.ccr

Section 5.7 Date of Commencement of Annual/Monthly Assessments: Due Dates.

The annual/monthly assessments provided for herein shall commence as to all Lots on the first day of the month following the adoption of this Declaration. The Board of Directors shall fix the original amount of the annual/monthly assessment at least thirty (30) days in advance of said commencement date and any change in the annual/monthly assessment levy must be fixed by the Board of Directors at least thirty (30) days in advance of the commencement of the changed assessment amount, and any such assessment shall be subject to the limitations set forth in Section 3 above. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5.8 Effect of Nonpayment of Assessment: Remedies of the Association.

If any assessment is not paid when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as personal obligations to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 15% per annum.

9 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHB\urj29156.doc

The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and interest on the assessment as provided above and reasonable attorney fees to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 5.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, and no such sale or transfer shall extinguish the Owner's personal liability for any prior assessments.

Section 5.10 Exempt Property. The following Property subject to the Declaration shall be exempt from the assessment charges and liens created herein.

- a. All Common Area as defined in Article I, Section 1.1 c;
- b. All Properties to the extent of any easement or other interest therein dedicated and accepted by any public authority and devoted to public use.

ARTICLE 6

ARCHITECTURAL DESIGN REVIEW COMMITTEE

No structure, whether residence, accessory building, tennis court, swimming pool, antenna, flagpoles, fences, walls, exterior lighting or other improvements, shall be

10 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHB/urj2915c.ccr

constructed or maintained upon any Lot and no alteration or painting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications and lot plans therefor, showing the exterior design, height, building material and color scheme thereof, shall have been submitted to and approved in writing by the Architectural Design Review Committee. The Architectural Design Review Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

All decisions by the Architectural Design Review Committee shall be made in compliance with the Findings, Conclusions and Order before the City Council of the City of Oregon City dated December 16, 1994.

ARTICLE 7

EXTERIOR MAINTENANCE

Section 7.1 The structures and grounds of each Lot shall be maintained in a neat and attractive manner. Upon the Owner's failure to do so, the Board of Directors may, at its option, after giving the Owner ten (10) days written notice sent to his last known address, have the grass, weeds, and vegetation cut when and as often as is necessary in its judgment, and may have dead trees, shrubs and plants removed from any Lot.

Section 7.2 Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Board of Directors may, at its option, after giving the

11 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHB\sq2915c.ccr

Owner three (3) months written notice, make repairs and improve the appearance in a reasonable and workmanlike manner.

Section 7.3 Assessment of Costs. The costs of all such maintenance referred to in Sections 7.1 and 7.2 of this Article shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual/monthly maintenance or charge to which such Lot is subject under Article 5 hereof, except that payment for any work performed pursuant to this Article shall be due on presentation to the Owner, either in person or by regular mail, of the Association's invoice therefor.

Section 7.4 Access at Reasonable Hours. For the purpose solely of performing the maintenance referred to in Sections 7.1 and 7.2 of this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, and after giving the notice described in Section 7.1 or 7.2 above, to enter upon any Lot at reasonable hours on any business day.

ARTICLE 8

COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon each Lot and upon the Common Area for the benefit of each other Lot and Common Area and may be enforced by any Owner:

8.1 No lot shall be used for any purpose other than residential purposes, and, unless approved by the Developer and in compliance with Section 8.21 below, no building other than one detached single family dwelling with at least a two car garage shall be erected, placed or permitted to remain on any lot. This restriction does not include the open space or common areas. Also, all roof and foot drains shall be drained to the street, or

12 - DECLARATION OF COVENANTS AND RESTRICTIONS

J11BVarj2915c.ccr

drained to adjoining open space areas with appropriate erosion control measures.

Improvements constructed or maintained on the Lots shall utilize high quality materials and be of such character and design as to be in harmony with surrounding structures and the Common Area. Except upon the prior written approval from the Developer or the Association, no residence shall be constructed with less than 900 square feet on the main floor, nor with less than a total of 1600 square feet.

8.2 No temporary structure, trailer, tent, shack, garage, or other outbuilding, shall be used at any time as a residence, either temporarily or permanently, on any lot.

8.3 No sign of any kind shall be displayed to public view on any lot or improvement thereon, except one on-premises sign advertising the property for sale or rent. This restriction shall not apply to signs used by developer and/or his assigns during the period of construction and during the sale of the lots in the plat.

8.4 The maximum height of a site obscuring fence located along the area lot line and/or along the side lot lines (not to be placed forward of the front setback line for the residence) on any lot shall be 6 feet. All fences shall be of wood, stucco or brick construction. Any exception must be approved in writing by the developer or the Association, as the case may be. No fence or wall shall be erected without written approval of developer, or the Association, as the case may be. Plans depicting the fence must be submitted prior to approval.

8.5 No animals, including livestock or poultry of any kind, shall be raised, bred or kept on any lot; except dogs, cats or other household pets not kept, bred or maintained for any commercial purposes.

13 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHBur2915c.ccr

8.6 No television antennas, satellite dishes, or antennas of any kind, may be installed in such a manner as to be visible outside of any dwelling.

8.7 No garbage, building debris, refuse or cuttings shall be deposited on any street, road or Common Area nor on any Lot unless placed in a suitable container suitably located, and promptly removed or disposed of outside of The Property. No disposal of any kind shall be permitted in the Common Areas.

8.8 Boats, trailers, trucks, campers or commercial vehicles shall not be parked or maintained in the Properties unless housed in a garage and out of sight; however, this restriction does not prohibit trucks or commercial vehicles from making pickups or deliveries to or in the Properties, nor shall this restriction prohibit trucks or commercial vehicles within the Properties which are necessary for the construction of residential dwellings or maintenance of the Common Area.

8.9 No noxious or offensive activities reasonably interfering prohibit with or adversely impacting the rights or privacy of other Owners shall be carried out on The Property.

8.10 No Owner shall remove trees larger than 6 inches in diameter at 4 feet above grade level upon his Lot, except those which are a hazard, diseased, or where approval to remove the trees has been granted by the City of Oregon City.

8.11 Heavily wooded portions of the property where topographic slopes are steep, shall remain in their natural state to the extent possible.

8.12 Foundation subdrains shall be required behind all basement retaining walls.

14 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHB\urj2915c.ccr

8.13 Roof and foundation drains shall be connected to the public storm system except where drains are approved by the City of Oregon City to be directed to the lower ravine.

8.14 Formal landscaping of residential Lots shall give emphasis to natural habitat rather than lawns requiring extensive sprinkling systems and fertilizing.

8.15 All denuded areas disturbed during grading and residential development shall be protected during construction by appropriate erosion control measures to ensure proper protection of the canyon and stream areas.

8.16 Prior to commencement of construction of any dwelling on any lot, the plans, elevations, site location and materials must be approved in writing by the developer or the Association as the case may be. There are certain materials that would not be approved for the construction of a dwelling, an example being composition roofs having less than a 30 year guaranteed life, synthetic siding or other materials that would have a negative economic impact on neighboring properties. Exterior colors must also be approved. All approvals shall be in writing. Mailboxes must be encased in a custom finished enclosure of wood, brick or stucco, consistent with the motif and design of the home.

8.17 All roofs shall be constructed with at least 30 year guaranteed roofing materials. If cedar shakes are used they shall be #1 cedar shakes and shall be treated with proper chemical application to insure longer life of shakes and weather protection.

8.18 Any wood patios shall be made only from treated deck material.

8.19 As per Oregon City PD 93-01, sidewalks are required on some streets within the subdivision. The cost of the sidewalks as well as the construction of the sidewalks shall be the responsibility of the lot owner if a sidewalk is to be built adjacent to his/her lot and it must be constructed at the same time that the driveway for the dwelling is poured for

15 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHBurj2915c.ccr

that specific lot. The sidewalk is to be constructed along the curb line unless a specimen tree, as identified in the Arborist report by William Owen and Associates dated March 17, 1995, requires a realigning of the sidewalk to protect such tree.

8.20 As per Oregon City PD 93-01 street trees are required to be planted on the front of lots which are to be identified on a tree master plan. On those lots requiring the planting of trees in the front of the lots, such planting shall be the responsibility of the lot owner and will be done at lot owner's expense within thirty (30) days of the home being occupied. Landscaping shall also be completed within three (3) months of the home being occupied.

8.21 Any detached building shall be constructed with the same materials and design as the house. The size of such buildings shall be compatible with and complimentary to the residence on the Lot. There shall be no metal buildings or aluminum or pole buildings.

8.22 All building Lots shall have sufficient parking to accommodate all the Owner's vehicles. There will be no street parking. There will be no marking, painting, or stripping of asphalt of any kind for any reason with any material. There shall be no basketball hoops or backboards where the street is used as part of the court.

8.23 There shall be no repair of automobiles on streets or dismantling of anything on streets.

The Board of Directors may, from time to time, adopt additional rules and regulations governing the use of the Properties and the conduct of the residents and guests so as to encourage the high quality of the community. No action shall be taken by the Board which would discriminate against any Owner in favor of any other Owner.

16 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHB\urj2915c.ccr

ARTICLE 9

GENERAL PROVISIONS

Section 9.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of the Association, the Developer, and the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenant shall be automatically extended for successive periods of ten (10) years unless said instrument terminating these covenants and restrictions signed by the then Owners of seventy-five percent (75%) of the Lots has been recorded prior to the commencement of any such ten (10) year period.

Section 9.2 Amendments. These covenants and restrictions may be amended during the first twenty (20) years from the date of this Declaration, by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots; provided, however, no such amendment may effect the title to any of the Common Area unless such amendment is first approved in a writing signed by the Developer and the Association or its successor in title.

Section 9.3 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 9.4 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the covenant or restriction, either to restrain violation or to recover

17 - DECLARATION OF COVENANTS AND RESTRICTIONS

J11B\arj2913e.ccs

damages, and against the land to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereunder.

Section 9.5 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Developer, has hereunto set its hand this 22nd day of February, 1996.

RIVERGATE DEVELOPMENT COMPANY

By James H. Bean
James H. Bean, President

By Helen Bean
Helen Bean, Secretary

STATE OF OREGON)
)ss
County of Clackamas)

I certify that on the 22 day of February, 1996, at Oregon City in the State of Oregon James H. Bean and Helen Bean, who are personally known to me, appeared before me and acknowledged to me that they are authorized signatories of Rivergate Development Company; they subscribed their names and affixed the seal of the corporation to the instrument; they were authorized to subscribe their names and affix the seal; and that the corporation existed at the date the instrument was executed.

In testimony of which I set my hand and seal of office at Oregon City, Oregon this 22 day of February 1996.



Sheila M. Engel
Notary Public for Oregon
My commission expires: 8-1-97

18 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHB\vrj29:3c.ccr

STATE OF OREGON 96-014612
CLACKAMAS COUNTY
Received and placed in the public
records of Clackamas County
RECEIPT# AND FEE: 32486 \$100.00
DATE AND TIME: 03/01/96 09:21 AM
JOHN KAUFFMAN, COUNTY CLERK

21

2P
31 smRECORDED IN CLACKAMAS COUNTY
JOHN KAUFFMAN, COUNTY CLERK

2000-065490

\$36.00



0007849220000005490002

10/06/2000 12:30:50 PM

PD COV - 2 - 2 TRISH

\$10.00 \$5.00 \$11.00 \$10.00

AFTER RECORDING RETURN TO:

James H. Bean

1300 SW Fifth Avenue, Suite 3400

Portland, OR 97201-5696

**TRILLIUM PARK ESTATES
AMENDMENT TO
CC & R's**

Pursuant to provisions set forth in the Restrictions and Covenants (CC&R's) recorded March 1, 1996, at Fee No. 96-014612, which CC&R's govern the property described as Lots 1 through 68 and the open space, all as described in the following plats filed by the Clackamas County Surveyors office, to wit:

Trillium Park Estates; Trillium Park #2; and Trillium Park #3,

Trillium Park Estates Homeowners Association, Inc., an Oregon corporation, and Rivergate Development Company, an Oregon corporation, who is also the Developer, do hereby certify said CC & R's have been and are hereby amended, effective September 15, 2000 as follows:

Section 9.2 is hereby amended to read:

"Amendments: These covenants and restrictions may be amended by an instrument signed by the Owners of not less than sixty-seven percent of the Lots voting, and further provided, however, that no amendment may affect the title to any of the Common Area unless such amendment is first approved in writing signed by the Developer and the Association or its successor in title."

A new Section 8.4.1 is hereby added to read as follows:

"In addition to all other criteria imposed by these CC&R's, any detached structure or addition to a previously approved dwelling shall not be permitted to significantly restrict the view of Mt. Hood, or the open space, from structures already established on adjoining properties."

A new Section 8.24 is hereby added to read as follows:

"All construction authorized in conformance with these CC&R's shall be completed within twelve (12) months from the date such construction commences."

AMENDMENT / CC&R's

- 1 -

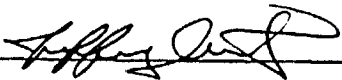
F:\WP51\JHB\BLC\417AM.WPD

A new Section 9.6 is hereby added to read as follows:

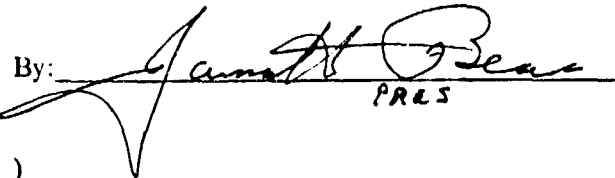
"Any Member may, without being in attendance at a meeting of the Association, by written or electronic instructions delivered to at least one of the Association's Board of Directors prior to the beginning of such meeting, vote on any proposal which has been presented to the Member in written or electronic form. The Member so voting shall identify the lot for which the vote is being cast and shall be deemed to have been in attendance at the meeting only for purposes of determining the presence of a quorum for said vote. Nothing in this provision shall modify the limit of one vote for such lot set forth in Section 2.2."

Dated this 30 day of September, 2000.

TRILLIUM PARK ESTATES HOMEOWNERS ASSOCIATION, INC.,
an Oregon corporation

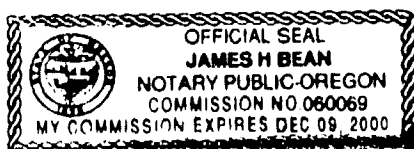
By: 

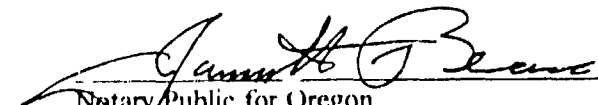
CONSENTED TO: RIVERGATE DEVELOPMENT COMPANY,
an Oregon corporation

By: 
PRES

STATE OF OREGON)
) ss.
County of CLATSOP)

I certify that on this 30th day of September, 2000, JEFFREY CURTIS
of Trillium Park Estates Homeowners Association, acknowledged to me that
he signed the foregoing Amendment on behalf of said Association and that he is authorized to sign
on behalf of said Association and that he is authorized to execute the foregoing Amendment to the
Restrictive Covenants recorded March 1, 2000 at Fee No. 96-014612.




Notary Public for Oregon
My Commission expires: 12-9-2000

AMENDMENT / CC&R's

- 2 -

(2)

F:\WP51\HIBLER\CLATAM\WPJ

Return to:
City of Oregon City of Oregon City
Code Enforcement Division, Zach Knudson
1234 Linn Ave
Oregon City, Oregon 97045

The description of the property as described
in deed reference # 97-17630

Item 9a.

IN THE MUNICIPAL COURT FOR THE CITY OF OREGON CITY
COUNTY OF CLACKAMAS, STATE OF OREGON

CITY OF OREGON CITY,

Plaintiff,

vs.

Frank & Susan Bartholomew

Respondent(s)

) Case No.: CE-000486-20
) TLID#: 2-2E-32AA-00333
) Address: 13776 Canyon Ct
) Oregon City, Oregon 97045

ORDER OF JUDGMENT LIEN

Clackamas County Official Records
Sherry Hall, County Clerk

2020-097851



02396582202000978510020029

\$26.00

11/19/2020 02:59:24 PM

CLR-J Cnt=1 Stn=2 COUNTER3
\$10.00 \$16.00

Plaintiff, City of Oregon City, has moved for an Order Imposing Lien against the above named
respondent pursuant to Oregon City Municipal Code 1.20.090, 1.20.080, 1.24.200, 1.24.210.

It appears from the records in this matter the City:

On July 2, 2020, a summons was issued to the Respondent;

On July 21, 2020, the Respondent failed to appear before the Municipal Court;

On July 29, 2020, a default judgement was entered;

On August 11, 2020, a statement of fine and appeal process was provided to the
Respondent;

On September 22, 2020, an administrative warrant for abatement was issued;

CE-000486-20

Page 110

Return to:
City of Oregon City of Oregon City
Code Enforcement Division, Zach Knudson
1234 Linn Ave
Oregon City, Oregon 97045

The description of the property as described
in deed reference # 97-17630

Item 9a.

On October 7, 2020, a final statement and copy of contractor invoice was provided to
the Respondent;

As of November 16, 2020, an appeal has not been filed, and there has been no contact
with the property owners.

This being the result of the Oregon City Municipal Code Violations: 8.28.010.

Based on the documents on file in this matter and on the foregoing, the Court hereby finds the
City of Oregon City has fulfilled its obligations under the applicable provisions of the Oregon
City Municipal Code and this courts order dated July 29, 2020, and is therefore entitled to entry
of an Order Imposing Lien. Based on the documents on file in this matter, \$7,818.75 (judgment,
abatement amount), and \$26.00 (lien recording fee).

The City is therefore entitled to entry, in the lien records of Clackamas County and the City of
Oregon City, a lien in its favor and against the respondent in the total amount of: \$7,844.75 at a
rate 9% annual interest.

The City is hereby ordered to record this lien in both the City and Clackamas County lien
dockets.

IT IS ORDERED THIS 18 DAY OF Nov, 2020.



Laraine McNiece

Municipal Court Judge

STATE OF OREGON)
COUNTY of CLACKAMAS)

I, Wanda Shell, Municipal County Clerk of the City of
Oregon City, do hereby certify that the foregoing copy has been
by me compared with the original and that it is a correct transcript
therefrom and the whole of such original, as it appears on file
and of record in my office and in my care and custody.
IN TESTIMONY WHEREOF,
I Have Hereunto set my hand this 18 day Nov, 2020


Municipal Court Clerk

CE-000486-20

2P

Page 111

T.L. 100
2-2E-32AD

STATE OF OREGON)
County of Clackamas)
City of Oregon City)

WAIVER OF REMONSTRANCE
AND
CONSENT TO LOCAL IMPROVEMENT

I/We, the undersigned, being the lawful owner(s) of the following described real property located in the City of Oregon City, Clackamas County, Oregon:

That certain tract of land described in contract to James H. Bean, dba Rivergate Development Company, recorded under Recorders Fee No. 79-35114, Clackamas County Deed Records,

and wishing to divide or construct a building upon the above described real property, do hereby consent and agree that said property shall be counted in favor of any local improvements planned by the City of Oregon City and designed to serve the above described property; and further agree and consent to the formation of any local improvement district (LID) by the City of Oregon City benefitting said property and to the assessment of the costs of such local improvements against said property in accordance with City Charter and ordinance provisions and/or state law, as now or hereafter may be applicable to local improvements. The undersigned hereby waive any right to remonstrate against the making of any such local improvements and the assessment of the costs thereof against said property. The local improvements may consist of those improvements defined in ORS 223.387(1), including but not limited to streets, sidewalks, sanitary sewers, storm sewers and waterlines.

It is understood and accepted that the City Commission of Oregon City, in its discretion, may initiate formation of local improvement districts providing for the construction of local improvements for sanitary sewers at such time as a majority of the owners of property in this area either sign waivers of remonstrance similar to this one or petition the City for such improvements, or at such time that it is determined that such local improvements are required for the health and safety of the public.

This waiver of remonstrance and consent to local improvement is for the benefit of the City of Oregon City and is intended to run with the above-described land and bind the undersigned and all subsequent purchasers, heirs, assigns, administrators, executors and successors in interest.

IN WITNESS WHEREOF, the Property Owner of Record has executed this instrument this 10th day of November, 1988; if a corporation, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

88 51663

Individuals,
general partnerships

Corporation
limited partnership

James H. Bean
Signer's Name DBA Rivergate
Development Co.

Corporation/Partnership Name _____

Signer's Name _____

Signer's Name, Title _____

(If executed by a corporation
affix corporate seal)

Signer's Name, Title _____

Personal Acknowledgment
STATE OF OREGON)
County of CLACKamas)

Corporate Acknowledgment
STATE OF OREGON)
County of _____) ss.

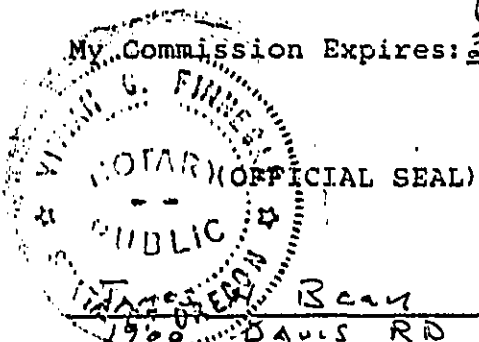
Personally appeared the above
named JAMES H BEAN
and acknowledged
the foregoing instrument to be
his voluntary act and deed.

Personally appeared _____
and _____ who being
duly sworn, each for himself
and not one for the other did
say that the former is the _____
president and that the
later is the _____
secretary of _____
a corporation, and that the
seal affixed to the foregoing
instrument was signed and
sealed in behalf of said
corporation by authority of its
board of directors; and each of
them acknowledged said
instrument to be its voluntary
act and deed.

Before me:

William B. Finner
NOTARY PUBLIC FOR OREGON

My Commission Expires: 3-09-92



James H. Bean
1900 Davis Rd
Oregon City, Oregon 97045
(Signer's Name and Address)

Before me:

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

(OFFICIAL SEAL)

2

City of Oregon City
320 Warner Milne Road
Oregon City, OR 97045

(Grantee's Name and Address)

Space reserved for
County Record's
Office

Accepted on behalf of the City
of Oregon City on the condition
that the Waiver of Remonstrance
and Consent to Local
Improvement is free and clear
from taxes, liens and
encumbrances.

Kevin M. Marshall
Mayor

John K. Elliott
City Recorder

After Recording Return to:

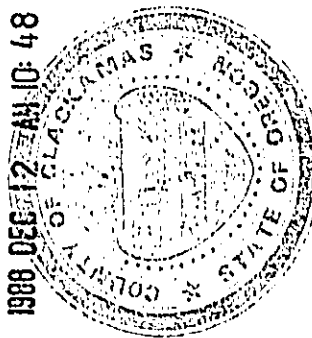
City Recorder
City of Oregon City
320 Warner Milne Road
Oregon City, OR 97045



STATE OF OREGON)
County of Clackamas) ss

I, John F. Kauffman, County Clerk, for the County of
Clackamas, do hereby certify that the instrument of
writing was received for recording in the records of said
county at

1988 DEC 12 AM 10:48



Witness my hand and seal affixed
John F. Kauffman
JOHN F. KAUFFMAN
County Clerk

Recording Certificate
CCP-R4 (rev. 12/86)

88 51663

3



STATUTORY WARRANTY DEED

RIVERGATE DEVELOPMENT COMPANY, AN OREGON CORPORATION, AS TO THAT PORTION DESCRIBED IN DEED RECORDED JUNE 5, 1991 AS FEE NO. 91-26456 AND RECORDED** Grantor, conveys and warrants to FRANK W. BARTHOLOMEW and SUSAN C. BARTHOLOMEW, husband and wife

Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein: FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO

**AUGUST 8, 1996 AS FEE NO. 96057986 AND ALSO RECORDED DECEMBER 12, 1996 AS FEE NO. 96-91470 AND JAMES H. BEAN AND HELEN BEAN, AS TENANTS BY THE ENTIRETY, AS TO THAT PORTION DESCRIBED IN DEED RECORDED FEBRUARY 29, 1972 AS FEE NO. 72-05273;

This property is free of liens and encumbrances, EXCEPT: RELINQUISHMENT OF ACCESS AS CONTAINED IN DEED RECORDED MARCH 22, 1982 AS FEE NO. 82-7854; RESTRICTIVE COVENANT TO WAIVE REMONSTRANCE RECORDED DECEMBER 12, 1988 AS FEE NO. 88-51663.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is \$ 365,000.00 (Here comply with the requirements of ORS 93.030)

Dated this 7TH day of MARCH 19 97

RIVERGATE DEVELOPMENT COMPANY

JAMES H. BEAN, PRESIDENT

JAMES H. BEAN

HELEN BEAN

STATE OF OREGON

County of CLACKAMAS } ss.

On this 7TH day of MARCH, 19 97, before me appeared JAMES H. BEAN, both to me personally

known, who being duly sworn, did say that he, the said JAMES H. BEAN

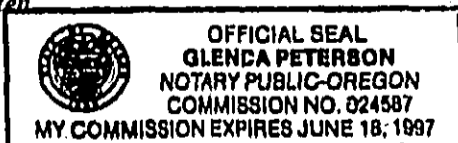
is the President, and he, the said

is the Secretary of RIVERGATE DEVELOPMENT COMPANY

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and JAMES H. BEAN and acknowledge

said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written



Notary Public for Oregon.
My Commission expires 6-18-97

Title Order No. 806912
Escrow No. 97070010

THIS SPACE RESERVED FOR RECORDATION
97-017630

After recording return to:

FRANK AND SUSAN BARTHOLOMEW

P.O. BOX 2404

LAKE OSWEGO, OR 97035

Name, Address, Zip

Until a change is requested all tax statement shall be sent to the following address.

FRANK AND SUSAN BARTHOLOMEW

P.O. BOX 2404

LAKE OSWEGO, OR 97035

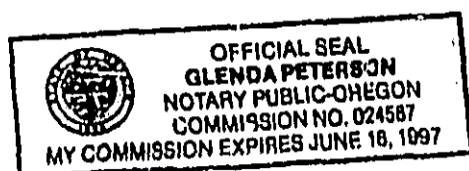
Name, Address, Zip

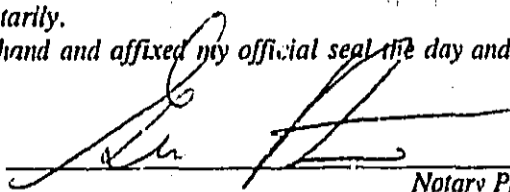
STATE OF OREGON
County of CLACKAMAS } ss.

BE IT REMEMBERED, That on this 7TH day of MARCH, 19 97, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JAMES H. BEAN AND HELEN BEAN

known to me to be the identical individual s described in and who executed the within instrument and acknowledged to me that THEY executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.




Notary Public for Oregon.
My Commission expires 6/18/97

Order No. 806912

EXHIBIT "A"

A parcel of land situated in the Northeast one-quarter of Section 32, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at a 3/4 inch diameter iron rod with yellow plastic cap stamped "Compass Corp." at the Northeast corner of TRILLIUM PARK, a plat recorded in Book 106, page 1, Clackamas County Plat Records; thence along the North line of TRILLIUM PARK, North 86°08'36" West, 580.00 feet to a 3/4 inch diameter iron rod with yellow plastic cap stamped "Compass Corp." at an angle point in said North line; thence leaving said North line North 51°04'24" West, 237.41 feet; thence North 03°43'20" West, 70.23 feet; thence 63.25 feet along the arc of a 180.00 foot radius curve concave to the Northwest through a central angle of 20°08'03" (the long chord bears North 12°10'39" East, 62.93 feet); thence along a line parallel with and 40.00 feet West of the West line of Parcels II and III as described in Warranty Deed to Rivergate Development Company, recorded under Fee No. 91-26456, Clackamas County Deed Records, North 02°06'37" East, 339.07 feet to the South line of Davis Road (County Road No. 1677); thence along the South line of said Davis Road South 84°43'48" East, 258.76 feet to a 3/4 inch diameter iron rod with yellow plastic cap stamped "Compass Corp." at the Southeast corner thereof; thence along the West line of Parcel II as depicted on Minor Land Partition recorded as P.S. 23468, Clackamas County Survey Records, North 02°06'37" East, 30.05 feet to a 3/4 inch diameter iron rod at the Northwest corner thereof; thence along the North line of said Parcel II and the North line of Parcel III as described in Warranty Deed to Rivergate Development Company, recorded under Fee No. 91-26456, Clackamas County Deed Records (being also the Northerly line of that tract described in Deed to James H. Bean and Heler Bean, husband and wife, recorded August 4, 1979 under Clackamas County Fee No. 79-35114, as established by Order entered May, 1979 in Suit No. 86270) South 84°43'48" East, 443.62 feet to a 3/4 inch diameter iron rod with yellow plastic cap stamped "Compass Corp." on the West line of that tract of land conveyed to the State of Oregon by Warranty Deed recorded under Fee No. 82-7854, Clackamas County Deed Records; thence along the West line of said State of Oregon tract South 02°23'13" East, 237.44 feet to a 3/4 inch diameter iron rod with red plastic cap stamped "Oregon State Highway Div."; thence continuing along the West line of said State of Oregon tract South 04°41'51" East, 388.17 feet to the point of beginning.

EXCEPTING THEREFROM the following two parcels:

1. A parcel of land situated in the Northeast one-quarter of Section 32, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, being more particularly described as follows:

Commencing at the Southwest corner of Parcel II, Fee No. 91-26456, Clackamas County Deed Records, as depicted on P.S. 26660, Clackamas County Survey Records; thence along the West line of said Parcel II, Fee No. 91-26456, as depicted on said P.S. 26660, and its Northerly projection North 02°06'37" East, 324.16 feet; thence leaving said Northerly projection South 88°31'23" East, 114.00 feet to the true point of beginning of the parcel to be described; thence continuing South 88°31'23" East, 168.72 feet; thence South 02°06'37" West, 25.01 feet; thence South 15°00'56" West, 66.00 feet; thence South 26°16'58" West, 45.00 feet; thence North 84°36'31" West, 79.87 feet; thence North 60°44'23" West, 62.71 feet; thence North 02°06'37" East, 95.34 feet to the true point of beginning.

2. A parcel of land situated in the Northeast one-quarter of Section 32, Township 2 South, Range 2 East, of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at a 3/4 inch iron rod at the Northwest corner of Parcel II as depicted on P.S. 23468, Clackamas County Survey Records; thence along the West line of said Parcel II South 02°06'37" West, 30.05 feet to a 3/4 inch iron rod with yellow plastic cap stamped "Compass Corp." on the South line of Davis Road (County Road No. 1677); thence continuing South 02°06'37" West, 10.02 feet; thence parallel with and 10 feet South of the South line of said Davis Road North 84°43'48" West, 9.00 feet; thence South 02°06'37" West, 123.42

EXHIBIT "A" continued
Page 2
Order No. 806912

feet; thence South 88°31'23" East, 98.57 feet; thence North 20°16'55" West, 63.16 feet; thence North 02°06'37" East, 42.90 feet; thence North 20°16'55" West, 63.06 feet to a point on the North line of the aforementioned Parcel II as depicted on P.S. 23468, Clackamas County Survey Records; thence along the North line of said Parcel II, North 84°43'48" West, 41.56 feet to the point of beginning.

SUBJECT TO ACCESS FOR THE EXCEPTED PARCEL II ABOVE AS FOLLOWS:

SELLER COVENANTS TO INSURE INGRESS, EGRESS AND UTILITIES ACCESS BETWEEN THE ABOVE-DESCRIBED PARCEL AND DAVIS ROAD PENDING RECORDATION OF A PLAT ESTABLISHING TRILLIUM PARK DRIVE AND CANYON COURT STREETS. UPON SAID RECORDATION THIS COVENANT SHALL TERMINATE AND SUCH ACCESS SHALL THEREAFTER BE OVER AND ACROSS THE CITY STREETS CREATED BY SAID PLAT.

STATE OF OREGON 97-017630
CLACKAMAS COUNTY
Received and placed in the public
records of Clackamas County
RECEIPT# AND FEE: 60834 \$40.00
DATE AND TIME: 03/11/97 03:26 PM
JOHN KAUFFMAN, COUNTY CLERK

4

We have another option for you to pay invoices

Follow these few steps to get started today:

How to register your company:

1. Visit: <https://secure.versapay.com/payables/firstamerican/signup>
2. Select create an account.
3. Enter your preferred email address, then continue.
4. Next, enter an invoice number and the invoice amount.
5. You will be prompted to create a password. Then create two security questions.
6. An email will be sent to you to confirm your email address. Click 'verify this email address'.
7. Sign in with your email address and password and follow any additional prompts.

How to pay an invoice:

1. Once logged in, select the Invoice you want to pay by clicking the box in the left column. Then click Pay. You can select multiple invoices at one time.
2. Follow the steps to add your bank account information.

How to add additional people from your company:

1. Go to Company Profile (top right-hand corner).
2. Select Users. Then Add Users, enter their email address. Then Invite User.



Benefits Include

- ✓ Secure and easy to use
- ✓ Credit card/ACH options
- ✓ Payment applied quicker
- ✓ Pay multiple invoices at once
- ✓ Mobile experience

Questions, comments, or concerns?

Send us an email at FinanceCustomerService-Phoenix@firstam.com or give us a call at (866) 512-1327 with any questions, comments, or concerns.

First American Title Insurance Company makes no express or implied warranty respecting the information presented and assumes www.firstam.com no responsibility for errors or omissions. First American, the eagle logo, First American Title, and firstam.com are registered trademarks or trademarks of First American Financial Corporation and/or its affiliates.



First American Title™

© 2022 First American Financial Corporation and/or its affiliates. All rights reserved. NYSE: FAF



150 Beavercreek Rd
Oregon City, OR 97045
503-655-8671

Property Account Summary

1/19/2022

Account Number	01756148	Property Address	13776 CANYON CT , OREGON CITY, OR 97045
----------------	----------	------------------	---

General Information

Alternate Property #	22E32AA00333
Property Description	3333 TRILLIUM PARK #2 LT 55
Last Sale Price	
Last Sale Date	
Last Sale Excise Number	
Property Category	Land &/or Buildings
Status	Active, Locally Assessed
Tax Code Area	062-002
Remarks	

Property Characteristics

Neighborhood	13071: Oregon City newer subdivisions 100, 101
Land Class Category	101: Residential land improved
Building Class Category	14: Single family res, class 4
Change property ratio	1XX

Property Details

Living Area Sq Ft	Manf Struct Size	Year Built	Improvement Grade	Stories	Bedrooms	Full Baths	Half Baths
2206	0 X 0	*	42	1.0	4	3	0

Parties

Role	Percent	Name	Address
Taxpayer	100	BARTHOLOMEW FRANK W & SUSAN C	PO BOX 2404, LAKE OSWEGO, OR 97035
Owner	100	BARTHOLOMEW FRANK W & SUSAN C	PO BOX 2404, LAKE OSWEGO, OR 97035

Property Values

Value Type	Tax Year 2021	Tax Year 2020	Tax Year 2019	Tax Year 2018	Tax Year 2017
AVR Total	\$26,829	\$26,048	\$25,290	\$24,553	\$256,319
Exempt					

TVR Total	\$26,829	\$26,048	\$25,290	\$24,553	\$25,575	Item 9a.
Real Mkt Land	\$47,439	\$42,428	\$41,259	\$40,090	\$154,575	
Real Mkt Bldg					\$222,770	
Real Mkt Total	\$47,439	\$42,428	\$41,259	\$40,090	\$377,345	
M5 Mkt Land	\$47,439	\$42,428	\$41,259	\$40,090	\$154,575	
M5 Mkt Bldg					\$222,770	
M5 SAV						
SAVL (MAV Use Portion)						
MAV (Market Portion)	\$26,829	\$26,048	\$25,290	\$24,553	\$256,319	
Mkt Exception						
AV Exception						

Tax Rate

Description	Rate
Total Rate	18.0625

Tax Balance

Installments Payable

Tax Year	Installment	Earliest Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due
2019	Delinquent	11/15/2019	\$460.79	\$147.45	\$608.24	\$608.24
2020	Delinquent	11/15/2020	\$470.76	\$75.32	\$546.08	\$1,154.32
2021	1	11/15/2021	\$161.54	\$6.46	\$168.00	\$1,322.32
2021	2	02/15/2022	\$161.53	\$0.00	\$161.53	\$1,483.85
2021	3	05/15/2022	\$161.53	\$0.00	\$161.53	\$1,645.38

Parents

Parcel No.	Seg/Merge No.	Status	From Date	To Date	Continued	Document Number
No Parents Found						

Children

Parcel No.	Seg/Merge No.	Status	From Date	To Date	Document Number
No Children Found					

Related Properties

No Related Properties Found

Active Exemptions

No Exemptions Found

Events

Effective Date	Entry Date-Time	Type	Remarks
01/02/2019	01/02/2019 16:41:00	Tax Bill Recalculation	Destroyed Property for 2018 performed by MAURAJEN
01/02/2019	01/02/2019 16:39:00	Value Modification	Type: Damaged or Destroyed Property, Status: Approved, Tax Year: 2018 by MAURAJEN
04/03/2008	04/03/2008 16:26:00	Annexation Completed For Property	Annex to Clackamas Fire 1, Ord 2008-36 pt 1-annexed by 062-002 for 2008-Revise TCA Membership by JENMAYO

03/06/2001	03/06/2001 11:54:00	The situs address has changed	by LINDAPET	Item 9a.
07/01/1999	07/01/1999 12:00:00	Ownership at Conversion	Warranty Deed: 97-17630, 3/1/97, \$ 0	

Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
11/13/2018 00:00:00	4526045	\$437.88	\$4,708.36	\$4,567.11	\$0.00
11/15/2017 00:00:00	4349564	\$4,586.55	\$4,586.55	\$4,448.95	\$0.00

Sales History

Sale Date	Entry Date	Recording Date	Recording Number	Sale Amount	Excise Number	Deed Type	Transfer Type	Grantor(Seller)	Grantee(Buyer)	Other Parcels
No Sales History Found										



150 Beavercreek Rd
Oregon City, OR 97045
503-655-8671

Detailed Statement

Parcel Number	01756148	Property Address	13776 CANYON CT , OREGON CITY, OR 97045
----------------------	----------	-------------------------	---

Click on the Recalculate button in order to change the interest date then click calculate for the results.

As
Of 1/19/2022
Date:

Tax Year	Category	TCA/District	Charged	Minimum	Balance Due	Due Date
1997	Property Tax Interest	062-002	\$105.72	\$0.00	\$0.00	02/25/2000
1997	Property Tax Principal	062-002	\$317.13	\$0.00	\$0.00	11/15/1997
1998	Property Tax Interest	062-002	\$111.07	\$0.00	\$0.00	02/25/2000
1998	Property Tax Principal	062-002	\$640.75	\$0.00	\$0.00	11/15/1998
1999	Property Tax Interest	062-002	\$14.58	\$0.00	\$0.00	02/25/2000
1999	Property Tax Principal	062-002	\$655.94	\$0.00	\$0.00	11/15/1999
2000	Property Tax Principal	062-002	\$2,776.75	\$0.00	\$0.00	11/15/2000
2001	Property Tax Principal	062-002	\$2,763.87	\$0.00	\$0.00	11/15/2001
2002	Property Tax Principal	062-002	\$2,758.43	\$0.00	\$0.00	11/15/2002
2003	Property Tax Principal	062-002	\$2,840.96	\$0.00	\$0.00	11/15/2003
2004	Property Tax Principal	062-002	\$2,885.14	\$0.00	\$0.00	11/15/2004
2005	Property Tax Principal	062-002	\$2,953.32	\$0.00	\$0.00	11/15/2005
2006	Property Tax Principal	062-002	\$3,013.99	\$0.00	\$0.00	11/15/2006
2007	Property Tax	062-002	\$3,202.37	\$0.00	\$0.00	11/15/2007

	Principal					
2008	Property Tax Principal	062-002	\$3,480.45	\$0.00	\$0.00	11/15/2008
2009	Property Tax Principal	062-002	\$3,680.26	\$0.00	\$0.00	11/15/2009
2010	Property Tax Principal	062-002	\$3,765.80	\$0.00	\$0.00	11/15/2010
2011	Property Tax Principal	062-002	\$3,844.25	\$0.00	\$0.00	11/15/2011
2012	Property Tax Principal	062-002	\$3,913.53	\$0.00	\$0.00	11/15/2012
2013	Property Tax Principal	062-002	\$4,130.17	\$0.00	\$0.00	11/15/2013
2014	Property Tax Principal	062-002	\$4,264.45	\$0.00	\$0.00	11/15/2014
2015	Property Tax Principal	062-002	\$4,389.31	\$0.00	\$0.00	11/15/2015
2016	Property Tax Principal	062-002	\$4,503.22	\$0.00	\$0.00	11/15/2016
2017	Property Tax Principal	062-002	\$4,586.55	\$0.00	\$0.00	11/15/2017
2018	Property Tax Principal	062-002	\$437.88	\$0.00	\$0.00	11/15/2018
2019	Property Tax Interest	062-002	\$147.45	\$147.45	\$147.45	01/19/2022
2019	Property Tax Principal	062-002	\$460.79	\$460.79	\$460.79	11/15/2019
2020	Property Tax Interest	062-002	\$75.32	\$75.32	\$75.32	01/19/2022
2020	Property Tax Principal	062-002	\$470.76	\$470.76	\$470.76	11/15/2020
2021	Property Tax Interest	062-002	\$6.46	\$6.46	\$6.46	01/19/2022
2021	Property Tax Principal	062-002	\$484.60	\$161.54	\$484.60	11/15/2021
TOTAL Due as of 01/19/2022			\$1,645.38	\$1,322.32	\$1,645.38	

2P
31 sm

RECORDED IN CLACKAMAS COUNTY
JOHN KAUFFMAN, COUNTY CLERK

Item 9a.

2000-065490



\$35.00

0007849220000065490002

10/06/2000 12:30:50 PM

PD COV - 2 - 2 TRISH
\$10.00 \$5.00 \$11.00 \$10.00

AFTER RECORDING RETURN TO:
James H. Bean
1300 SW Fifth Avenue, Suite 3400
Portland, OR 97201-5696

**TRILLIUM PARK ESTATES
AMENDMENT TO
CC & R's**

Pursuant to provisions set forth in the Restrictions and Covenants (CC&R's) recorded March 1, 1996, at Fee No. 96-014612, which CC&R's govern the property described as Lots 1 through 68 and the open space, all as described in the following plats filed by the Clackamas County Surveyors office, to wit:

Trillium Park Estates; Trillium Park #2; and Trillium Park #3,

Trillium Park Estates Homeowners Association, Inc., an Oregon corporation, and Rivergate Development Company, an Oregon corporation, who is also the Developer, do hereby certify said CC & R's have been and are hereby amended, effective September 15, 2000 as follows:

Section 9.2 is hereby amended to read:

"Amendments: These covenants and restrictions may be amended by an instrument signed by the Owners of not less than sixty-seven percent of the Lots voting, and further provided, however, that no amendment may affect the title to any of the Common Area unless such amendment is first approved in writing signed by the Developer and the Association or its successor in title."

A new Section 8.4.1 is hereby added to read as follows:

"In addition to all other criteria imposed by these CC&R's, any detached structure or addition to a previously approved dwelling shall not be permitted to significantly restrict the view of Mt. Hood, or the open space, from structures already established on adjoining properties."

A new Section 8.24 is hereby added to read as follows:

"All construction authorized in conformance with these CC&R's shall be completed within twelve (12) months from the date such construction commences."

AMENDMENT / CC&R's

- 1 -

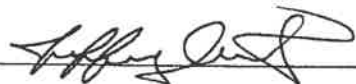
F:\WP51\JHB\LRC417AM.WPD

A new Section 9.6 is hereby added to read as follows:

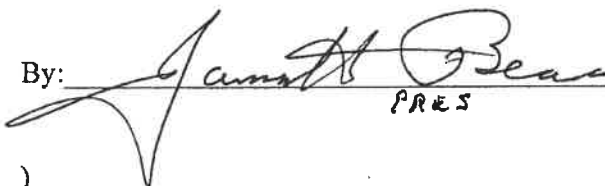
"Any Member may, without being in attendance at a meeting of the Association, by written or electronic instructions delivered to at least one of the Association's Board of Directors prior to the beginning of such meeting, vote on any proposal which has been presented to the Member in written or electronic form. The Member so voting shall identify the lot for which the vote is being cast and shall be deemed to have been in attendance at the meeting only for purposes of determining the presence of a quorum for said vote. Nothing in this provision shall modify the limit of one vote for such lot set forth in Section 2.2."

Dated this 30 day of September, 2000.

TRILLIUM PARK ESTATES HOMEOWNERS ASSOCIATION, INC.,
an Oregon corporation

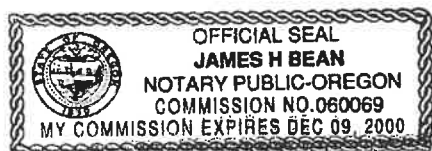
By: 

CONSENTED TO: RIVERGATE DEVELOPMENT COMPANY,
an Oregon corporation

By: 
PRES

STATE OF OREGON)
) ss.
County of CLATSOP)

I certify that on this 30th day of September, 2000, JEFFREY CURTIS
of Trillium Park Estates Homeowners Association, acknowledged to me that
he signed the foregoing Amendment on behalf of said Association and that he is authorized to sign
on behalf of said Association and that he is authorized to execute the foregoing Amendment to the
Restrictive Covenants recorded March 1, 2000 at Fee No. 96-014612.




Notary Public for Oregon
My Commission expires: 12-9-2000

AMENDMENT / CC&R's

- 2 -

F:\WP51\JHBLRC417AM.WPD

(2)

100-
209

✓

**PROPOSED RESTRICTIVE COVENANTS
AND
PROPERTY OWNERS ASSOCIATION AGREEMENTS**

" TRILLIUM PARK "

DEVELOPER : RIVERGATE DEVELOPMENT COMPANY

After Recording Return to:
Rivergate Development Company
1900 Davis Road
Oregon City, OR 97045

96-014612

INDEX

	<u>Page</u>
ARTICLE 1	
Definitions	2
ARTICLE 2	
Membership and Voting Rights	3
ARTICLE 3	
Property Rights in the Common Properties	4
ARTICLE 4	
ACCESS FOR REPAIR OR MAINTENANCE.	5
ARTICLE 5	
Covenant for Assessments	6
ARTICLE 6	
Architectural Design Review Committee	10
ARTICLE 7	
Exterior Maintenance	11
ARTICLE 8	
Common Scheme Restrictions	12
ARTICLE 9	
General Provisions	16

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration made this 22nd day of February, 1996, by RIVERGATE DEVELOPMENT COMPANY, an Oregon corporation, hereinafter called the "Developer."

WITNESSETH

WHEREAS, Developer is the Owner of real property in Clackamas County, Oregon, which property is more particularly described in Exhibit "A" of this Declaration, (hereafter referred to as "The Property"), and desires to create thereon a residential community with access to and the right to use open spaces and other common facilities for the benefit of said community, and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of open spaces and other common facilities and to this end desires to subject The Property to the covenants, restrictions, reservations and charges hereinafter set forth, each and all of which are declared to be for the benefit of The Property and each and every subsequent Owner of any part thereof, and

WHEREAS, Developer has deemed it desirable to these ends to create an agency to enforce certain of said covenants, restrictions, reservations and charges, and

WHEREAS, Trillium Park Estate Homeowners Association ("Association") is an Oregon non-profit corporation formed for the purposes described in its Articles of Incorporation,

NOW, THEREFORE, Developer hereby declares that The Property is and shall be held upon and each lot hereinafter created from The Property shall be conveyed subject to the covenants, restrictions and charges hereinafter set forth.

ARTICLE 1

DEFINITIONS

Section 1.1 The following words and terms when used in this Declaration or any supplemental declaration shall have the following meanings:

- a. "Association" shall mean and refer to Trillium Park Estates Homeowners Association, an Oregon non-profit corporation.
- b. "Properties" or "The Property" shall mean and refer to the property described in Exhibit "A" hereto and other properties as are hereafter made subject to this Declaration and brought within the jurisdiction of the Association.
- c. "Common Area" shall mean all real property described in Exhibit "B" attached hereto and committed hereby to control by the Association for the common use and enjoyment of the Owners. The Common Area includes all trails now or hereafter established in the Common Area.
- d. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision or planned unit development map of the Properties except the area identified as the Common Area.
- e. "Owner" shall mean and refer to the Owner of record as shown on the Deed Records of Clackamas County, whether one or more persons or entities, of a fee simple title or contract vendee interest to any Lot which is part of the Properties excluding those having such interest merely as security for the performance of an obligation.
- f. "Member" shall mean and refer to every person or entity who is an Owner, or, in the place of such Owner, the authorized tenant of an Owner. The Developer, or its successor or designee, shall also be a member.

2 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHB\arj2915c.ccr

g. "Architectural Design Review Committee" shall mean the committee appointed by the duly elected Board of Directors of Trillium Park Estates Homeowners Association.

ARTICLE 2

MEMBERSHIP AND VOTING RIGHTS.

Section 2.1 Membership. The Developer, its successor or designee, and every other person or entity who is an Owner, or, in place of an Owner the authorized tenant of a Lot owned by the Owner, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association or ownership of the Common Area. However, an Owner may, by written notice delivered to the Association, authorize a tenant of a Lot owned by an Owner to serve as a Member in the place of such Owner for a period not to exceed the term of such tenancy. Ownership of such Lot, or of the Common Area, shall be the sole qualification for membership.

Section 2.2 Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members, but the single vote allocated for such Lot shall be exercised as the Owners of that Lot determine. In no event shall more than one vote be cast representing any one Lot.

Class B. The Class B Member shall be the Developer and shall be entitled to three votes for each Lot owned. Class B membership shall cease and be

converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal twice the total votes outstanding in the Class B membership, or
- b. On December 31, 2005.

ARTICLE 3

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 3.1 Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article III, every Member, the immediate members of their families who reside with such Member on the Properties, and the guests of such Members, shall have a right and easement of enjoyment in and to the Common Area and such right and easement shall be appurtenant to and shall pass with title to every Lot.

Section 3.2 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association, as provided in its Certificate of Incorporation and Bylaws, to suspend the voting rights and the right of use of the Common Area by a Member, or any person whose right to such use is derived from such Member, for any period during which any assessment imposed by the Association remains unpaid, and for any period (not to exceed thirty (30) days), determined by the Association, for any infraction of its published rules and regulations, and

- b. The right of the Developer to dedicate or transfer all or any part of the Common Area to any municipal, county, state, federal or other public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by

4 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHB\srj2915c.ccr

the Developer, provided that no such dedication or transfer or determination shall be effective unless an instrument guarantying the perpetual continuation of the rights and easement of enjoyment created hereby and granted herein to Members, has been recorded. The Developer shall be entitled to retain any compensation or credits received for such dedication or transfer. The Developer shall not make such transfer or dedication unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action to be taken for such dedication or transfer.

Section 3.3 Any Member may delegate in writing, in accordance with the Bylaws, his right of enjoyment to the Common Area to his tenants or contract purchasers who reside on a Lot.

ARTICLE 4

ACCESS FOR REPAIR OR MAINTENANCE

Each member agrees the Association or its designee shall be permitted to go upon The Property for the following purposes:

- a. On common areas for ingress, egress, installation repair and maintenance of all utilities, including but not limited to water, sewer, gas, telephones, electricity and a master or cable television system;
- b. Maintenance, including but not limited to, fertilizing and spraying of all trees, grass and other vegetation on The Properties;
- c. Sidewalk easements created as shown on the plat to allow meandering street design and to protect trees.

d. The rights created by this Article 4 may not be exercised in a manner that substantially impacts any residence or other permanent building on any lot;

e. All expenses or costs incurred in connection with the use of any right created under this Article 4, including all costs or expenses of restoring to its former condition any of The Property disturbed by reason of the exercise of any such right, shall be deemed to be costs incurred by the Association and shall be fully paid by the Association.

ARTICLE 5

COVENANT FOR ASSESSMENTS

Section 5.1 Creation of Lien and Personal Obligation of Assessments.

The Developer, for each Lot within The Property, covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is also deemed to covenant and agree, to pay the Association an annual assessment or charge (or, at the discretion of the Board of Directors, monthly assessments) and special assessments. The annual/monthly and special assessments, together with interest, costs and reasonable attorneys fees related to or arising out of the collection of such assessments, or the enforcement of any of the provisions of the Declaration of Covenants and Restrictions, shall be a charge on the Lot or Lots to which the assessment applies and shall be a continuing lien upon the Lot against which each such assessment or special assessment is made. Each such assessment and special assessment, together with interest, costs and reasonable attorneys fees for the collection thereof or the enforcement of any, of these Covenants and Restrictions, shall also be the joint and several personal obligation of the

6 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHB\srj2913c.ccr

person or persons who was/were the Owner(s) of such Lot at the time when the assessment or special assessment fell due, or violation of the Covenant or Restriction occurred. The personal obligation described herein for delinquent assessments or violation of Covenants or Restrictions shall not pass to successors in title unless expressly assumed by them, but shall continue as a lien upon the subject Lot and as a personal obligation of said Owner until paid in full.

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, convenience and welfare of the residents of the Properties and for the preservation, improvement and maintenance of The Property and the Common Area.

Section 5.3 Basis and Maximum of Assessments. Each Lot shall, as of the date in Section 8 hereof, be subject to an annual assessment of not more than One Hundred Twenty Dollars (\$120.00) per Lot. The Board of Directors shall fix the annual/monthly assessment within the maximum amount and may raise or lower said assessment amounts within said maximum as they deem necessary in their discretion. Notwithstanding the above, the Association may change the maximum assessment, provided that such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for that purpose, written notice of which shall have been sent to all Members at least thirty (30) days in advance of the meeting.

Section 5.4 Special Assessments for Capital Improvements. In addition to the annual/monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital

improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of Members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall have been sent to all Members at least thirty (30) days in advance of the meeting and further provided such notice shall set forth the purpose of the meeting.

Section 5.5 Rate of Assessment. Both annual/monthly and any special assessments must be fixed at a uniform rate for all Lots, except that Lots which do not physically abut the park area described in Exhibit "B" shall be assessed Eighty percent (80%) of the per Lot assessment allocated to the Lots which do so abut said park area, and further provided that the rates set for any Lots owned by the Developer shall be fixed at twenty-five percent (25%) of the assessment rate set for Lots which abut said park.

Section 5.6 Quorum. The quorum required for any action authorized by Sections 5.3 and 5.4 above shall be as follows:

At each meeting of the Association, the presence at the meeting of Members, or of proxies, entitled to cast 60% of all the votes of membership shall constitute a quorum. If the required quorum is not present, or if the purpose for which the meeting was called is not resolved at said meeting, the meeting may be continued to a time not more than ten (10) days following the date set in the original notice. It shall not be necessary to republish notice of such a continued meeting. The required quorum at such subsequent or continued meeting shall be one-half (1/2) the quorum required at the preceding meeting. No such subsequent or continued meeting shall be held more than ten (10) days following the time given in the notice for the preceding meeting unless a new notice is given pursuant to the provisions of this Section 5.6.

Section 5.7 Date of Commencement of Annual/Monthly Assessments: Due Dates.

The annual/monthly assessments provided for herein shall commence as to all Lots on the first day of the month following the adoption of this Declaration. The Board of Directors shall fix the original amount of the annual/monthly assessment at least thirty (30) days in advance of said commencement date and any change in the annual/monthly assessment levy must be fixed by the Board of Directors at least thirty (30) days in advance of the commencement of the changed assessment amount, and any such assessment shall be subject to the limitations set forth in Section 3 above. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5.8 Effect of Nonpayment of Assessment: Remedies of the Association.

If any assessment is not paid when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as personal obligations to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 15% per annum.

The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and interest on the assessment as provided above and reasonable attorney fees to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 5.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, and no such sale or transfer shall extinguish the Owner's personal liability for any prior assessments.

Section 5.10 Exempt Property. The following Property subject to the Declaration shall be exempt from the assessment charges and liens created herein.

- a. All Common Area as defined in Article I, Section 1.1 c;
- b. All Properties to the extent of any easement or other interest therein dedicated and accepted by any public authority and devoted to public use.

ARTICLE 6

ARCHITECTURAL DESIGN REVIEW COMMITTEE

No structure, whether residence, accessory building, tennis court, swimming pool, antenna, flagpoles, fences, walls, exterior lighting or other improvements, shall be

constructed or maintained upon any Lot and no alteration or painting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications and lot plans therefor, showing the exterior design, height, building material and color scheme thereof, shall have been submitted to and approved in writing by the Architectural Design Review Committee. The Architectural Design Review Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

All decisions by the Architectural Design Review Committee shall be made in compliance with the Findings, Conclusions and Order before the City Council of the City of Oregon City dated December 16, 1994.

ARTICLE 7

EXTERIOR MAINTENANCE

Section 7.1 The structures and grounds of each Lot shall be maintained in a neat and attractive manner. Upon the Owner's failure to do so, the Board of Directors may, at its option, after giving the Owner ten (10) days written notice sent to his last known address, have the grass, weeds, and vegetation cut when and as often as is necessary in its judgment, and may have dead trees, shrubs and plants removed from any Lot.

Section 7.2 Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Board of Directors may, at its option, after giving the

Owner three (3) months written notice, make repairs and improve the appearance in a reasonable and workmanlike manner.

Section 7.3 Assessment of Costs. The costs of all such maintenance referred to in Sections 7.1 and 7.2 of this Article shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual/monthly maintenance or charge to which such Lot is subject under Article 5 hereof, except that payment for any work performed pursuant to this Article shall be due on presentation to the Owner, either in person or by regular mail, of the Association's invoice therefor.

Section 7.4 Access at Reasonable Hours. For the purpose solely of performing the maintenance referred to in Sections 7.1 and 7.2 of this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, and after giving the notice described in Section 7.1 or 7.2 above, to enter upon any Lot at reasonable hours on any business day.

ARTICLE 8

COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon each Lot and upon the Common Area for the benefit of each other Lot and Common Area and may be enforced by any Owner:

8.1 No lot shall be used for any purpose other than residential purposes, and, unless approved by the Developer and in compliance with Section 8.21 below, no building other than one detached single family dwelling with at least a two car garage shall be erected, placed or permitted to remain on any lot. This restriction does not include the open space or common areas. Also, all roof and foot drains shall be drained to the street, or

12 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHB\arj2915c.ccr

drained to adjoining open space areas with appropriate erosion control measures.

Improvements constructed or maintained on the Lots shall utilize high quality materials and be of such character and design as to be in harmony with surrounding structures and the Common Area. Except upon the prior written approval from the Developer or the Association, no residence shall be constructed with less than 900 square feet on the main floor, nor with less than a total of 1600 square feet.

8.2 No temporary structure, trailer, tent, shack, garage, or other outbuilding, shall be used at any time as a residence, either temporarily or permanently, on any lot.

8.3 No sign of any kind shall be displayed to public view on any lot or improvement thereon, except one on-premises sign advertising the property for sale or rent. This restriction shall not apply to signs used by developer and/or his assigns during the period of construction and during the sale of the lots in the plat.

8.4 The maximum height of a site obscuring fence located along the area lot line and/or along the side lot lines (not to be placed forward of the front setback line for the residence) on any lot shall be 6 feet. All fences shall be of wood, stucco or brick construction. Any exception must be approved in writing by the developer or the Association, as the case may be. No fence or wall shall be erected without written approval of developer, or the Association, as the case may be. Plans depicting the fence must be submitted prior to approval.

8.5 No animals, including livestock or poultry of any kind, shall be raised, bred or kept on any lot; except dogs, cats or other household pets not kept, bred or maintained for any commercial purposes.

13 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHB\arj2915c.ccr

8.6 No television antennas, satellite dishes, or antennas of any kind, may be installed in such a manner as to be visible outside of any dwelling.

8.7 No garbage, building debris, refuse or cuttings shall be deposited on any street, road or Common Area nor on any Lot unless placed in a suitable container suitably located, and promptly removed or disposed of outside of The Property. No disposal of any kind shall be permitted in the Common Areas.

8.8 Boats, trailers, trucks, campers or commercial vehicles shall not be parked or maintained in the Properties unless housed in a garage and out of sight; however, this restriction does not prohibit trucks or commercial vehicles from making pickups or deliveries to or in the Properties, nor shall this restriction prohibit trucks or commercial vehicles within the Properties which are necessary for the construction of residential dwellings or maintenance of the Common Area.

8.9 No noxious or offensive activities reasonably interfering prohibit with or adversely impacting the rights or privacy of other Owners shall be carried out on The Property.

8.10 No Owner shall remove trees larger than 6 inches in diameter at 4 feet above grade level upon his Lot, except those which are a hazard, diseased, or where approval to remove the trees has been granted by the City of Oregon City.

8.11 Heavily wooded portions of the property where topographic slopes are steep, shall remain in their natural state to the extent possible.

8.12 Foundation subdrains shall be required behind all basement retaining walls.

8.13 Roof and foundation drains shall be connected to the public storm system except where drains are approved by the City of Oregon City to be directed to the lower ravine.

8.14 Formal landscaping of residential Lots shall give emphasis to natural habitat rather than lawns requiring extensive sprinkling systems and fertilizing.

8.15 All denuded areas disturbed during grading and residential development shall be protected during construction by appropriate erosion control measures to ensure proper protection of the canyon and stream areas.

8.16 Prior to commencement of construction of any dwelling on any lot, the plans, elevations, site location and materials must be approved in writing by the developer or the Association as the case may be. There are certain materials that would not be approved for the construction of a dwelling, an example being composition roofs having less than a 30 year guaranteed life, synthetic siding or other materials that would have a negative economic impact on neighboring properties. Exterior colors must also be approved. All approvals shall be in writing. Mailboxes must be encased in a custom finished enclosure of wood, brick or stucco, consistent with the motif and design of the home.

8.17 All roofs shall be constructed with at least 30 year guaranteed roofing materials. If cedar shakes are used they shall be #1 cedar shakes and shall be treated with proper chemical application to insure longer life of shakes and weather protection.

8.18 Any wood patios shall be made only from treated deck material.

8.19 As per Oregon City PD 93-01, sidewalks are required on some streets within the subdivision. The cost of the sidewalks as well as the construction of the sidewalks shall be the responsibility of the lot owner if a sidewalk is to be built adjacent to his/her lot and it must be constructed at the same time that the driveway for the dwelling is poured for

that specific lot. The sidewalk is to be constructed along the curb line unless a specimen tree, as identified in the Arborist report by William Owen and Associates dated March 17, 1995, requires a realigning of the sidewalk to protect such tree.

8.20 As per Oregon City PD 93-01 street trees are required to be planted on the front of lots which are to be identified on a tree master plan. On those lots requiring the planting of trees in the front of the lots, such planting shall be the responsibility of the lot owner and will be done at lot owner's expense within thirty (30) days of the home being occupied. Landscaping shall also be completed within three (3) months of the home being occupied.

8.21 Any detached building shall be constructed with the same materials and design as the house. The size of such buildings shall be compatible with and complimentary to the residence on the Lot. There shall be no metal buildings or aluminum or pole buildings.

8.22 All building Lots shall have sufficient parking to accommodate all the Owner's vehicles. There will be no street parking. There will be no marking, painting, or stripping of asphalt of any kind for any reason with any material. There shall be no basketball hoops or backboards where the street is used as part of the court.

8.23 There shall be no repair of automobiles on streets or dismantling of anything on streets.

The Board of Directors may, from time to time, adopt additional rules and regulations governing the use of the Properties and the conduct of the residents and guests so as to encourage the high quality of the community. No action shall be taken by the Board which would discriminate against any Owner in favor of any other Owner.

ARTICLE 9

GENERAL PROVISIONS

Section 9.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of the Association, the Developer, and the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenant shall be automatically extended for successive periods of ten (10) years unless said instrument terminating these covenants and restrictions signed by the then Owners of seventy-five percent (75%) of the Lots has been recorded prior to the commencement of any such ten (10) year period.

Section 9.2 Amendments. These covenants and restrictions may be amended during the first twenty (20) years from the date of this Declaration, by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots; provided, however, no such amendment may effect the title to any of the Common Area unless such amendment is first approved in a writing signed by the Developer and the Association or its successor in title.

Section 9.3 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 9.4 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the covenant or restriction, either to restrain violation or to recover

damages, and against the land to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereunder.

Section 9.5 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Developer, has hereunto set its hand this 22nd day of February, 1996.

RIVERGATE DEVELOPMENT COMPANY

By James H. Bean
James H. Bean, President

By Helen Bean
Helen Bean, Secretary

STATE OF OREGON)
)ss
County of Clackamas)

I certify that on the 22 day of February, 1996, at Oregon City in the State of Oregon James H. Bean and Helen Bean, who are personally known to me, appeared before me and acknowledged to me that they are authorized signatories of Rivergate Development Company; they subscribed their names and affixed the seal of the corporation to the instrument; they were authorized to subscribe their names and affix the seal; and that the corporation existed at the date the instrument was executed.

In testimony of which I set my hand and seal of office at Oregon City, Oregon this 22 day of February 1996.



Sheila M. Engel
Notary Public for Oregon
My commission expires: 8-1-97

18 - DECLARATION OF COVENANTS AND RESTRICTIONS

JHB/srj2915c.ccr

STATE OF OREGON 96-014612
CLACKAMAS COUNTY
Received and placed in the public
records of Clackamas County
RECEIPT# AND FEE: 32486 \$100.00
DATE AND TIME: 03/01/96 09:21 AM
JOHN KAUFFMAN, COUNTY CLERK

21

CE-000486-20

TLID # 2-2E-32AA-00333

13776 Canyon Court, Oregon City, Oregon 97045

Fine Amt. \$5,700.00

Abatement \$1,695.00 (to be reimbursed to 100-215-6626)

Administrative fee \$423.75

Recording fee \$26.00

TOTAL: \$7,844.75

Return to:
City of Oregon City of Oregon City
Code Enforcement Division, Zach Knudson
1234 Linn Ave
Oregon City, Oregon 97045

The description of the property as described
in deed reference # 97-17630

Item 9a.

On October 7, 2020, a final statement and copy of contractor invoice was provided to the Respondent;

As of November 16, 2020, an appeal has not been filed, and there has been no contact with the property owners.

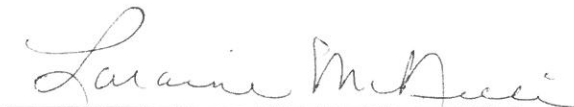
This being the result of the Oregon City Municipal Code Violations: 8.28.010.

Based on the documents on file in this matter and on the foregoing, the Court hereby finds the City of Oregon City has fulfilled its obligations under the applicable provisions of the Oregon City Municipal Code and this courts order dated July 29, 2020, and is therefore entitled to entry of an Order Imposing Lien. Based on the documents on file in this matter, \$7,818.75 (judgment, abatement amount), and \$26.00 (lien recording fee).

The City is therefore entitled to entry, in the lien records of Clackamas County and the City of Oregon City, a lien in its favor and against the respondent in the total amount of: \$7,844.75 at a rate 9% annual interest.

The City is hereby ordered to record this lien in both the City and Clackamas County lien dockets.

IT IS ORDERED THIS 18 DAY OF Nov, 2020.

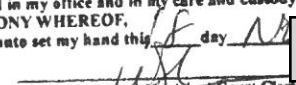


Laraine McNiece

Municipal Court Judge

STATE OF OREGON)
COUNTY of CLACKAMAS)

I, Wanda Shell, Municipal County Clerk of the City of Oregon City, do hereby certify that the foregoing copy has been by me compared with the original and that it is a correct transcript therefrom and the whole of such original, as it appears on file and of record in my office and in my care and custody.
IN TESTIMONY WHEREOF,
I Have Hereunto set my hand this 18 day Nov


Municipal Court Clerk



CLACKAMAS COUNTY

Item 9a.

RECEIPT NUMBER: 5181994

Page 1 of 1

Entered: 2/17/2022 11:13 AM

Interest Date: 2/17/2022

Cashier: SMALSOM

Drawer: 9

Amount Tendered: \$1,662.12

Less Change: \$0.00

Amount Applied: \$1,662.12

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
01756148	2021	062-002	\$484.60	Property Tax Principal
	2021	062-002	\$10.77	Property Tax Interest
	2020	062-002	\$470.76	Property Tax Principal
	2020	062-002	\$81.60	Property Tax Interest
	2019	062-002	\$460.79	Property Tax Principal
	2019	062-002	\$153.60	Property Tax Interest
		TOTAL:	\$1,662.12	

Form of Payment

Amount Reference

Payer

Personal Check

\$1,662.12

BARTHOLOMEW FRANK W & SUSAN C

TOTAL:

\$1,662.12

Thank you for your payment.

End of Receipt Number 5181994: 1 Page

BARTHOLOMEW FRANK W & SUSAN C
PO BOX 2404
LAKE OSWEGO OR 97035

RECEIPT NUMBER: 5181994

[Ascend_Reports]

Run: 2/17/2022 11:13:20 AM

Page 151



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: 03/16/2022

SUBJECT:

Intergovernmental Agreement (IGA) between Water Environment Services (WES) and City of Oregon City for Regional Inflow and Infiltration (I/I) Reduction

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve the IGA with WES for Regional I/I Reduction.

EXECUTIVE SUMMARY:

WES proposes to enter into an IGA with City of Oregon City for Regional I/I Reduction. The purpose of this Agreement is to implement the Regional I/I Reimbursement Program that will provide mutual benefit to WES and the City. The Agreement includes a reimbursement contribution of thirty-three percent (33%) of actual costs incurred by the City in the completion of inflow and infiltration reduction work. The Agreement is effective upon execution by WES and the City and shall expire on June 30, 2026, unless extended.

BACKGROUND:

In 2019, WES completed their Sanitary Sewer Master Plan. The goal of this work was to provide the district with a 20-year capital plan that outlines how and when the district needs to expand and maintain the sanitary sewer collection system to provide affordable clean water services to the partner cities. Reducing Inflow and Infiltration (I/I) was a top priority in the plan.

Inflow and Infiltration (I/I) is water from rain or naturally-occurring groundwater that can seep into cracked or broken sewer pipes, adding to the flow of water into the wastewater treatment facilities. Keeping this extra rainwater and groundwater out of pipes results in significant savings in sewer operations and maintenance costs. WES' study, based in part on the underlying master plans from the partner cities, estimates savings of approximately \$120 million over the next 20 years through strong investment in I/I removal.

Last year, WES discussed this issue with City staff and the City Commission, before and during WES' Annual Reports. Conversations between the partners' city staff and WES included preferred approaches to solving mutual I/I challenges. All parties agreed that addressing this issue collaboratively will prevent rate hikes and maintain water quality by preventing sewer overflows in the collection system. WES proposed a concept of contributing thirty-three percent of the cost of I/I investments to support a regional, collective effort to save the shared ratepayers money while protecting public health and the environment. WES' advisory committee has voted to support this approach, and believes it is the best available option to advance mutual interests.

WES presented a draft IGA to the City in November 2021. City staff reviewed and made suggestions to the draft which have been addressed in the attached IGA. The IGA is intended to focus on I/I removal in WES' target areas and provide reimbursement to the City at thirty-three percent on qualified projects through June 30, 2026, unless extended.

The IGA was presented to City Commission on January 19, 2022. At that meeting, the City Commission had questions and concerns. City staff have provided responses to those questions below:

A. TAT Bylaws

WES and staff from the member communities that are a part of the Technical Advisory Team (TAT) have reviewed and provided comments on the bylaws. Attached is the most recent version of the bylaws. The bylaws will be discussed at the upcoming March 17, 2022, TAT meeting, with the intention that the TAT recommend the bylaws be adopted.

B. TAT Membership

As identified in the Draft Bylaws Section 4, the TAT shall be composed of 7 voting members and unlimited non-voting members. Membership of voting members will include:

- a. 1 City technical staff member appointed from each city (Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, West Linn)
- b. 1 WES Capital Program member appointed by WES

C. Source of Authority for TAT

The TAT was created by the WES Advisory Committee with the intention of creating a forum of the technical staff who are managing programs and capital projects that address local wastewater and stormwater jurisdictional obligations. The forum typically has involved District engineers, Public Works Directors, City Engineers, and other key staff who are applying the design and construction principles that apply across the industry. The IGA with WES for Regional I/I Reduction outlines the need for the TAT bylaws that take the informal advisory group and creates, amongst other provisions, a voting procedure with each of the District and Partners having a single vote for the purpose of approving a qualified proposal.

D. What Agencies have executed the IGA to date

Following is the status of the IGA at each member community:

- Gladstone: Approved IGA on February 8, 2022, with a 7-0 vote
- Happy Valley: Approved IGA on February 1, 2022, with a 5-0 vote
- Johnson City: Approved IGA on January 18, 2022, with a 5-0 vote
- Milwaukie: Approved IGA on March 1, 2022, with a 5-0 vote
- West Linn: Not yet submitted for approval

The Board of County Commissioners is voting on the IGA for Regional I/I Reduction at their regular business meeting on March 17, 2022 and is expected to adopt the attached IGA as submitted.

City staff acknowledges the financial benefits of the IGA and believes it is in the City's best interest to hold out on pursuing I/I reduction projects until the IGA agreement is signed by both parties. Once agreed upon, the City anticipates bringing a consultant on board to deliver the I/I Program Management. The scope will include implementation of a program management plan, public outreach plan, assistance with the private lateral policy, and short-term I/I reduction projects in the first 15 months of the program. The full program is intended to be delivered over the next four years – in line with WES' Regional I/I Reduction IGA. It is estimated that the City will have expenditures near \$18,175,000 to address I/I between now and June 2025. These expenditures are programmed to be spent toward I/I reduction as recommended in the City's 2014 Sanitary Sewer Master Plan. In the scenario where the City and WES agree to the IGA, the City would be eligible for up to thirty-three percent reimbursement, close to \$6,000,000, if the sewer projects programmed are delivered.

OPTIONS:

1. Approve WES Intergovernmental Agreement
2. Deny WES Intergovernmental Agreement. If the intergovernmental agreement is denied, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: N/A
 FY(s): 2022-2026
 Funding Source(s): Sewer Fund

INTERGOVERNMENTAL AGREEMENT BETWEEN WATER ENVIRONMENT SERVICES AND PARTNER CITIES FOR REGIONAL INFLOW AND INFILTRATION REDUCTION

THIS REGIONAL INFLOW AND INFILTRATION REDUCTION AGREEMENT (this “**Agreement**”) is entered into between Water Environment Services (“**District**”), an intergovernmental entity formed pursuant to ORS Chapter 190, and those Cities (defined below) that execute this Agreement (collectively, the “**Partners**” or individually “**Partner**”). The District and the Partners are collectively referred to as the “**Parties**” and each a “**Party**.”

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

The District provides sanitary sewer treatment to over 190,000 people in Clackamas County. This service area includes the City of Gladstone, the City of Happy Valley, the City of Johnson City, the City of Milwaukie, the City of Oregon City, and the City of West Linn, all Oregon municipal corporations (collectively the “**Cities**” and each a “**City**”). There are thousands of miles of underground pipes that convey sewage from homes and businesses in Partner jurisdictions to the District’s regional wastewater treatment facilities. Some of those pipes allow clean groundwater to enter the system during the winter, through a process called “infiltration.” In other cases, there are accidental or illicit connections such as downspouts or street drains that allow rain water to enter the sanitary sewer system, through a process called “inflow.” Together, this additional water is called infiltration and inflow, or by its’ industry shorthand “**I/I**.”

Analysis shows that the amount of I/I entering into District’s system is higher than industry norms. This surge of water during wet weather events is approaching the maximum peak flow capacities of the District’s Tri-City and Kellogg Creek water resource reclamation facilities and that of portions of the regional collection system. Excessive I/I can result in higher-than-needed costs to the District’s and Partner’s ratepayers, given that under the Clean Water Act, a treatment provider must convey and treat every drop of water that arrives at a treatment facility as wastewater. This additional treatment capacity and effort for cleaning what is essentially rainwater or groundwater is inefficient and expensive. It can also require upsizing of buried infrastructure at significant cost.

To most effectively reduce excessive I/I, a regional I/I program is needed to manage peak flows in the wastewater collection and treatment systems in the most cost-effective manner. The program is the implementation of the recommended capital improvement program outlined in the Sanitary Sewer Master Plan for Water Environment Services (“**SSMP**”) (Jacobs, 2019). The SSMP identified reduction targets throughout the regional system, not just that portion of the collection system directly managed by the District. All Partner systems were included in the review, except for the City of Johnson City’s collection system; however, leadership for the city has been engaged on this topic.

The SSMP identified 19 sub-basins as priority investment areas (“**Target Areas**”), further described in Exhibit A (“**Technical Memos**”), due to the high rate of I/I present, the cost of conveying the peak flow downstream, and ultimately the cost of treating it. These

Target Areas are located throughout the regional wastewater network, in both District-owned and Partner-owned collection systems.

The SSMP found the most cost-effective alternative for all parties was a sixty-five percent (65%) I/I reduction in the Target Areas by 2040. Removal of 65% in Target Areas over the time period study of 2020-2040 is considered ambitious within the industry and will take a significant amount of investment to reach. However, this yields to lowest cost for ratepayers, resulting in a net savings for the regional system of approximately \$120 million in avoided capital and operational expenditures during the next 20 years, with the cost savings growing larger in the outer years. In order to achieve the lowest cost solution for District ratepayers, a collective effort from all Partners is required to implement this regional I/I reduction.

In 2019, this recommendation was presented to the Technical Advisory Team (“**TAT**”), made up of District engineers, Partner public works directors, and Partner engineers, which broadly agreed that a focus on 65% level of I/I removal in Target Areas, balanced with other necessary improvements in the collection and plant treatment systems, is the most cost-effective regional solution to managing peak flows. The Water Environment Services Advisory Committee (“**District Advisory Committee**”) agreed that these targets should be the baseline for the regional discussion in 2019.

In an effort to implement the program recommended in the SSMP and by the advisory committee, the District and the Partners desire to establish a pilot program to determine the long-term feasibility of the District providing funding to Partners in support of projects that will help achieve the collective goal of reducing I/I by 65% in the Target Areas (“**Regional I/I Reimbursement Program**” or the “**Program**”). Beyond just this Program, it is the District’s desire that this be the first step towards establishing a more collaborative relationship with the Partners moving forward to address I/I and other regional issues using common studies, common approaches and common solutions.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** The Agreement shall be effective between the District and any individual Partner upon execution by the District and Partner (“**Effective Date**”). After District execution, a City may sign on to the Agreement at a later date by executing the signature page below. A lack of execution by one City shall not impact the validity of the Agreement as to any other Partner. The Agreement shall expire on June 30, 2026. It is the intent of the Parties to evaluate the effectiveness of the Program and, if significant progress is being made towards the goal of 65% I/I reduction in Target Areas, continue this approach. The term of this Agreement may be extended by the Parties in five (5) year increments upon a writing signed by all Parties.
2. **Cost Sharing.** The District agrees to reimburse thirty-three percent (33%) of the actual costs incurred by a Partner in the completion of work arising out of a Qualified Proposal that has received an Approval Letter (both defined below) (“**Reimbursement Contribution**”) from revenues received through the collective wholesale sewer rate. The amount the District is contributing reflects the mutual savings to ratepayers with respect to wholesale sewer expenditures through regional collective action. Note that

these contributions are intended to supplement, not replace, collection system service charges already being charged by District or Partners.

3. **Program Proposal Process.**

- A. Qualified Proposals. Partners will identify qualified proposal projects to submit for review. A “**Qualified Proposal**” means a project proposal that meets the base threshold of being designed for I/I reduction purposes and occurring within the Target Areas. A Qualified Proposal should include a project description, project area/boundary, flow-metering data if available (I/I rates), rehabilitation method (if applicable), project statistics (i.e. number of manholes, linear feet of pipe or number of laterals to be rehabilitated), construction schedule, and anticipated I/I flow reduction. Potential eligible projects may include, but are not limited to, flow-metering studies, consulting services to analyze flow-metering results, I/I source identification, rehabilitation design or construction, post-construction flow monitoring, etc.
 - B. Approval of Qualified Proposals. Each Partner will bring forward their proposed projects for approval by the TAT. The TAT will review the proposal and determine if it satisfies the elements of a Qualified Proposal identified in Section A above. If the TAT members approve, by majority vote of those present, a proposal as being an eligible Qualified Proposal, the Partner will be provided with a letter of approval in a form substantially similar to Exhibit B (“Approval Letter”).
 - C. Annual Notification of Proposals. Each Partner agrees to submit an annual list summarizing the potential Qualified Proposals planned for the following year, including their estimated cost, to the District no later than February 1st of each year, in order to provide the District with sufficient time to budget appropriately for the upcoming fiscal year. Failure to provide the notice will not automatically prevent funding of a Qualified Proposal, but such funding may be delayed by a fiscal year. Notwithstanding the above, upon execution of the Agreement by a Partner, the Partner may immediately submit Qualified Proposals for the current fiscal year.
 - D. Annual Reports. Each Partner receiving funding pursuant to this Agreement will provide an annual report out to the District Advisory Committee, indicating the projects completed with the funding provided and their anticipated or actual reduction of I/I in the impacted Target Area. The Partners may elect to provide the report at the end of each fiscal year or calendar year.
 - E. TAT Membership. The Parties acknowledge that thus far the TAT has been an informal advisory group of technical experts meeting to share knowledge and collaborate on infrastructure strategy, and that a more formalized procedure will be needed to allow the TAT to effectuate the purposes of this Agreement. Therefore, bylaws will be drafted creating, amongst other provisions, a voting procedure with each of the District and Partners having a single vote for the purposes of approving a Qualified Proposal.
4. **Reimbursement**. In order to receive the Reimbursement Contribution, the Partners agree to submit a single invoice after the completion of the work performed related to their Qualified Proposal, with a copy of their Approval Letter from the TAT included. Invoices shall describe the work performed with particularity, by whom it was performed, and shall itemize and explain the expenses for which reimbursement is

claimed, noting the elements of the project correlated with I/I reduction. Reimbursement Contribution payments shall be made by the District to the Partner within forty-five (45) days of receipt of an invoice that complies with the requirements of this section. The District is not obligated to pay any amount in excess of the Reimbursement Contribution amount identified above.

5. Representations and Warranties.

- A. Party Representations and Warranties. Each Party represents and warrants to the other Parties that it has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of the Party enforceable in accordance with its terms.

6. Withdrawal; Termination.

- A. Any Partner may withdraw from this Agreement at any point and for any reason upon thirty (30) days' written notice to the District. If one Party withdraws from this Agreement, such withdrawal shall not affect the Agreement with the remaining Partners.
- B. The District may terminate the Agreement with any individual Partner at any point and for any reason upon thirty (30) days' written notice. Any termination of the Agreement with an individual Partner shall not affect the Agreement as to the remaining Partners.
- C. Either the District or the Partners may terminate this Agreement in the event of a material breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- D. The District or the Partners shall not be deemed to have waived any breach of this Agreement by any other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- E. The District may terminate this entire Agreement with all Parties upon fifteen (15) days' written notice in the event the District fails to receive expenditure authority sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the District is prohibited from paying for such work from the planned funding source. The District agrees to provide a Reimbursement Contribution for all Qualified Proposals that receive an Approval

Letter prior to the date of termination identified in the notice provided pursuant to this subsection.

- F. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the Partners, and their officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts or omissions of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, each Partner agrees to indemnify, save harmless and defend the District, Clackamas County and any other Partner, as well as each of their officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts or omissions of the Partner or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Partner has a right to control.

- 8. **Dispute Resolution.** In the event of a dispute arising out of this Agreement, the Parties involved in the dispute agree to meet with one another in a good faith attempt to resolve the dispute prior to taking any other action against another Party. In these discussions, city managers will represent the affected Partners and the District will be represented by its Director. If a dispute cannot be resolved through these discussions, then the Parties may seek relief from any available method.
- 9. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- 10. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the business address for the party thereof as published. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Each Party shall provide a separate written designation for notices relating to this Agreement, and any Party may change such Party's contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

11. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim between District and Partners that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by any Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Each Party, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** All Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by any Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by any other Party.
- D. **Access to Records.** Each Party shall retain, maintain, and keep accessible all records relevant to this Agreement ("**Records**") for a minimum of six (6) years, following Agreement termination or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Each Party shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, the Party's shall permit the District's or another Party's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** Reserved.
- F. **Hazard Communication.** Reserved.

- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of any Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** The Partners and the District 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, 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. No contractors or agents of the Partners performing work on Qualifying Projects are considered intended beneficiaries for the purposes of this Agreement.
- M. **Assignment.** No Partner shall assign or transfer any of its interest in this Agreement by bankruptcy, operation of law or otherwise, without obtaining prior

written approval from the District, which shall be granted or denied in the District's sole discretion.

- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, 8 and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), and (T) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** With the ambitious goal of reducing I/I by 65% in Target Areas, the Parties are encouraged to act expeditiously in submitting and completing Qualified Proposal work.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither the Partners nor District shall be held responsible for delay or default caused by events outside of the Partners' or District's reasonable control including, but not limited to, fire, terrorism, epidemic, riot, acts of God, or war.
- T. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

Signature Page Follows

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Water Environment Services

Chair

Date**City of Gladstone**

Authorized Signatory

Title

Date**City of Happy Valley**

Authorized Signatory

Title

Date**City of Johnson City**

Authorized Signatory

Title

Date**City of Milwaukie**

Authorized Signatory

Title

Date**City of Oregon City**

Authorized Signatory

Title

Date**City of West Linn**

Authorized Signatory

Title

Date

Exhibit A

Technical Memos

Exhibit B

Form Letter

[Insert Date]

[Insert Name]

[Insert Address]

RE: Regional I/I Reimbursement Program – [Insert Qualified Proposal Title or Description]

Dear _____,

Thank you for the submittal and presentation of your Qualified Proposal to the Technical Advisory Team (“TAT”).

This letter serves as notification that the TAT has approved your project for reimbursement as a part of the Regional I/I Reimbursement Program, in accordance with the terms of the IGA for Regional Inflow and Infiltration Coordination (“IGA”). The total amount of fund reimbursed will be determined in accordance with Section 2 of the IGA.

Please retain a copy of this letter in your records, as you will be required to provide it along with documentation of your expenses when you seek reimbursement from Water Environment Services once your project is complete.

On behalf of WES and all the cities participating in this I/I reduction effort, we appreciate your commitment to addressing this regional issue. Thank you!

Sincerely,

Chair,
Technical Advisory Team

WATER ENVIRONMENT SERVICES TECHNICAL ADVISORY TEAM BYLAWS

The Water Environment Services (“WES”) Technical Advisory Team (“TAT”) is a group of technical experts from WES and its member communities. WES member communities consist of the cities of Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, and West Linn (each a “City” and collectively the “Cities”). The TAT is comprised of WES engineers, City public works directors, and City engineers and technical staff who meet quarterly to share knowledge and collaborate on sanitary sewer infrastructure issues.

1. PURPOSE

The purpose of the WES TAT is to:

- A. Provide a forum for technical staff to collaborate and share knowledge on sanitary sewer related issues;
- B. Provide a forum for coordinating, learning, understanding and gathering input on wastewater plans, and projects; and
- C. Review City proposals for funding under the Regional Inflow and Infiltration Reduction IGA (“Regional I/I IGA”).

2. MISSION

The WES TAT is intended to strengthen WES’ relationships with City technical staff for the purpose of maintaining a strong and cohesive wastewater collection system.

3. DUTIES

- A. TAT members shall review and discuss topics related to the wastewater collection system; and
- B. TAT IGA voting members (defined below) shall review and determine if City proposals for I/I reduction projects qualify for funding under the Regional I/I IGA, and provide a recommendation for WES Director approval.

4. MEMBERSHIP

- A. TAT shall be composed of 7 voting members and unlimited non-voting members.
- B. Membership to include:
 - Voting members:
 - 1 City technical staff member appointed from each City.
 - 1 WES Capital Program member appointed by WES.
 - IGA Voting members:
 - Members whose City is a party to the Regional I/I IGA, who may vote on distribution of WES funding under the IGA.
 - Non-voting members:

- Any City technical staff or designated WES technical staff with interest in wastewater collection and treatment systems, appointed by the City or WES, respectively.
- C. If a voting member is unable to perform the duties of a TAT member, the appointing authority may appoint a replacement by giving notice to the TAT Chair and WES Director in writing.

5. ORGANIZATION AND PROCEDURE

- A. WES' voting member or their designee will be the TAT Chair, whose duties will be to prepare an agenda and lead the meetings. All members are invited to propose agenda items for the meetings.
- B. Regular TAT meetings are to be held once per quarter. Additional meetings may be scheduled as appropriate.
- C. Meetings shall be noticed and conducted in accordance with Oregon Public Meeting Laws.
- D. Unless otherwise covered by these bylaws, all TAT meetings shall be conducted in accordance with Robert's Rules of Order.
- E. For general business, a majority of voting members present at a meeting constitutes a quorum to conduct business. A majority of a quorum is necessary to take formal action.
- F. For the purposes of reviewing City proposals for I/I reduction project funding, a majority of IGA voting members must be present to conduct business. A majority of the IGA voting members present is necessary to take formal action. Only IGA voting members are eligible to participate in a vote regarding I/I reduction project funding.
- G. All meetings are open to the public. WES staff and the TAT determine the means of participation of public observers.
- H. Unless otherwise agreed by the TAT, all TAT meetings will be held in-person at Clackamas County Facilities, virtually, or a combination of the two. The specific location of upcoming meetings will be published with the agenda.
- I. WES or its designee shall maintain records for the TAT.
- J. The TAT shall make its agendas, minutes, reports, findings and recommendations to WES and the Cities through designated team members and WES staff.

6. RECORDS

TAT records are subject to Oregon Public Records Law (ORS Chapter 192). All TAT records are subject to disclosure, except as exempted by the Oregon Public Records Law.

7. AMENDMENTS

These bylaws may be amended. Proposed amendments shall be reviewed by the TAT

and submitted to County Counsel for approval. Upon approval of County Counsel, the proposed amendments shall be approved by the members of the TAT.

DRAFT



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

Agenda Date: 03/16/2022

SUBJECT:

Resolution No. 22-12, Revocable Long-Term Obstruction in the Right-of-Way at 508 4th Avenue

STAFF RECOMMENDATION:

Approve Resolution No. 22-12, authorizing a Revocable Long-Term Obstruction in the Public Right-of-Way at 508 4th Avenue.

EXECUTIVE SUMMARY:

The property owner has constructed a wall at the frontage of 508 4th Avenue. The wall is constructed within the right-of-way. Oregon City Municipal Code 12.04.120 requires that long-term obstructions in a public right-of-way be approved by the City Commission by passage of a resolution.

Public Works has determined that the right-of-way width and future road improvements will not be impacted by the location of the walls. Also, the rock wall constructed matches other existing walls in the Canemah neighborhood and improves stability of the soil adjacent to the pavement of 4th Avenue. A maintenance and release agreement for long-term right-of-way obstructions will be required to be recorded and a revocable permit issued. Public Works recommends approval of Resolution No. 22-12 to allow permitting of the wall.

BACKGROUND:

A wall was constructed in the right-of-way abutting 508 4th Avenue, as part of the Canemah Cottages project. The wall was not proposed on the approved engineering plans. During recent inspections of the project, it was found that a wall had been constructed within the right of way. The applicant was given two options: remove the wall or apply for a Revocable Long-Term Obstruction in the Public Right-of-Way at 508 4th Avenue. After no action by the applicant, the case was referred to Code Enforcement. The applicant has now addressed Code Enforcement by providing an application for the obstruction.

In the right-of-way application, the property owner stated that the purpose of the stone wall is for soil stability.

Oregon City Municipal Code 12.04.120 requires that long-term (“permanent”) obstructions in a public right-of-way be approved by the City Commission by passage of a resolution.

The wall is located within the right-of-way. The location and size of the obstruction area is shown in Exhibit A. The stone wall was constructed to match other walls in the Canemah neighborhood, including connection to one on an adjacent property, and does not encroach upon the paved road surface. Public Works finds that the wall will not obstruct vehicular or pedestrian traffic.

Public Works recommends approval of this resolution to allow issuance of the corresponding long-term, revocable right-of-way obstruction permit RWOBS-21-00017. Upon approval of this resolution, the property owner is required to record a standard maintenance and release agreement for long-term right-of-way obstructions.

OPTIONS:

1. Approve Resolution No. 22-12 as requested.
2. Approve Resolution No. 22-12 with specific modifications.
3. Deny Resolution No. 22-12. If the Commission chooses to deny the Resolution, the applicant will be required to remove the wall within 30 days.

RESOLUTION NO. 22-12

A RESOLUTION TO ALLOW STONE WALLS AS A REVOCABLE PERMANENT RIGHT-OF-WAY OBSTRUCTION AT 508 4TH AVENUE (TAX LOT 3-1E-01AA-02200), OREGON CITY, CLACKAMAS COUNTY, OREGON

WHEREAS, a stone wall was constructed in the right-of-way for soil stability; and

WHEREAS, the property owner seeks a Public Works permanent obstruction permit for obstruction in the right-of-way for the wall; and

WHEREAS, the property owner has met the requirements for a permanent obstruction permit; and

WHEREAS, Public Works has determined that the proposed walls will not interfere with any other uses of the right-of-way; and

WHEREAS, the Oregon City Municipal Code 12.04.120 requires that permanent obstructions in a public right-of-way be approved by the City Commission by passage of a resolution; and

WHEREAS, following passage of this resolution, Oregon City Public Works will issue a "Revocable Permanent Right-of-Way Obstruction Permit" which shall include a recorded covenant for maintenance of and release of liability for the walls.

NOW, THEREFORE, OREGON CITY RESOLVES:

Section 1. Authorize the City Engineer to issue a Revocable Permanent Right-of-Way Obstruction permit, RWOBS-21-00017 for 508 4th Avenue for the wall in the right-of-way adjacent to the property.

Section 2. Approval of Resolution No. 22-12, which will take effect immediately upon its adoption.

Approved and adopted at a regular meeting of the City Commission held on the 16th day of March 2022.

RACHEL LYLES SMITH, Mayor

Attested to this 16th day of March 2022:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

EXHIBIT A - Site Map & Pictures

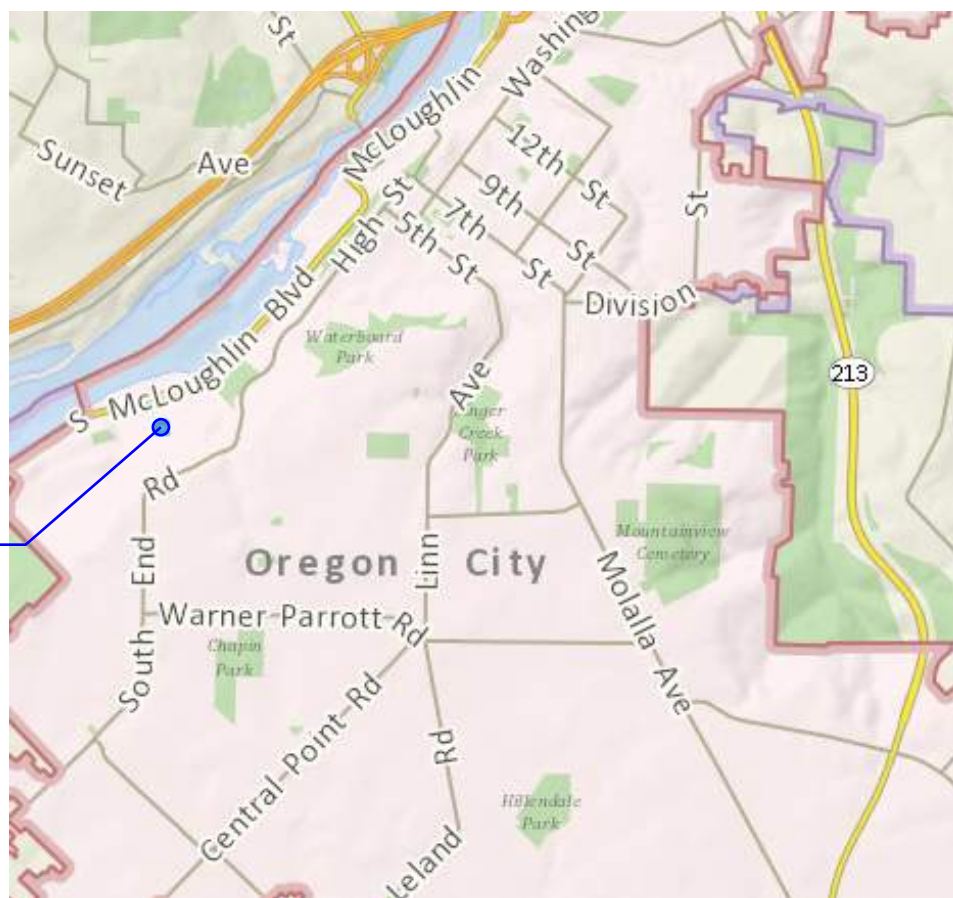
Item 9c.

Stone wall is approximately 42' in length, within 12' of the ROW and is up to 3.5' tall.

Aerial photography is not overlaid to be relative of the true location of the property line. Location of wall has been depicted relative to aerial photography and not the location of the property lines.



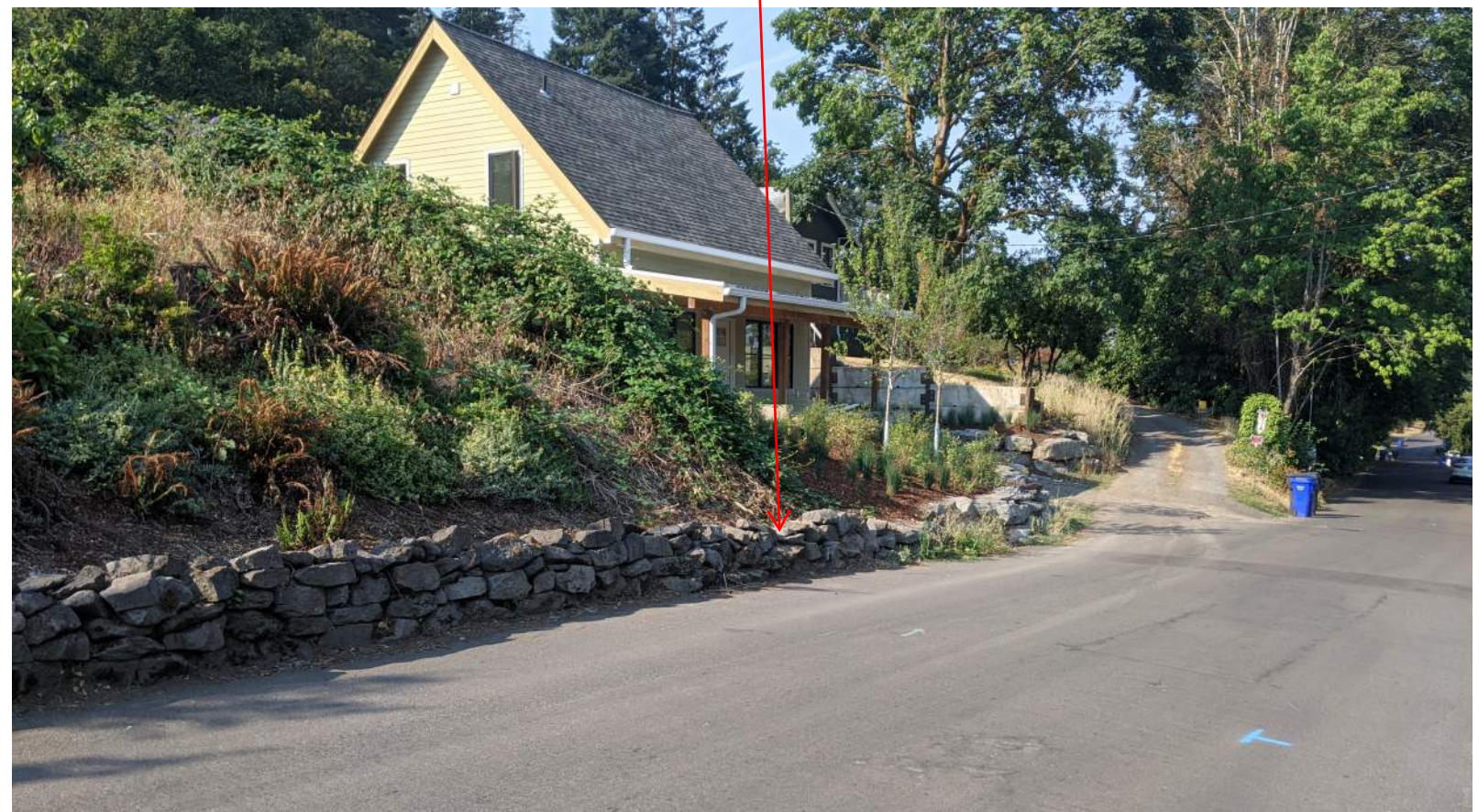
508 4th Ave



BEFORE



AFTER



BEFORE



AFTER



BEFORE



AFTER





RIGHT-OF-WAY PERMIT APPLICATION

Application Date: June 30, 2021

Work Site Information

ALL FIELDS REQUIRED ON THIS FORM

Address: 508 4th Ave Oregon City Cross Street: Miller St.

Applicant

☒ Responsible for Project (Permittee)

☒ Primary Contact

Business Name / Property Owner: Canemah Cottages LLC

Contact Name: Chris Staggs

E-Mail: chris@ariatouch.com

Mailing Address: 502 Main Street

City, State & Zip: Oregon City, OR 97045

Phone: (503) 387-5545

Alt. Phone: (951) 236-9628

Contractor

☒ Same as above

☒ Responsible for Project (Permittee)

☒ Primary Contact

Business Name: AriaTouch, LLC

Contact Name: Chris Staggs

Mailing Address: 502 Main St

Phone: (951) 236-9628

City, State & Zip: Oregon City, OR 97045

E-Mail: chris@ariatouch.com

Oregon City Business License No. (or Metro Contractor's License No.):

License or CCB Number(s): 220194

Work Details

Proposed Start Date: work completed

Estimated Completion Date:

DESCRIPTION OF WORK TO BE DONE IN RIGHT-OF-WAY PER THIS PERMIT (check all boxes that apply):

UTILITY WORK:	☐ Sanitary Sewer	☐ Stormwater	☐ Pavement / Trench Cut
	☐ Electrical	☐ Water	☐ Other - Describe:
SIDEWALK WORK:	☐ New	☐ Repair / Replace	☐ Curb and/or Gutter Work
	Length (ft):	Width (ft):	# of Panels (estimate):
DRIVEWAY WORK:	☐ New	☐ Repair / Replace	Width (ft):
MATERIAL STORAGE:	☐ Drop Box	☐ Storage Pod	☐ Other - Describe:
LANDSCAPING WORK:	☐ Tree Removal	☐ Tree Installation	☒ Other - Describe: Natural stone landscape
DOWNTOWN PARKING:	# Spaces:	No. of Days:	Location:

EVENT*: Event Name: General location / route:

Provide paragraph description of event or work to be done: less than 24" rockery wall. balance of work, including grading and landscape material is built according to existing ROW permit. Stone wall added for soil stability. Wall is a benefit to the public and will not obstruct vehicular or pedestrian traffic.

*Application for Special Event will be required simultaneously.

Permission is hereby requested to encroach into public right-of-way to perform work as set forth below. It is understood that this application is limited to the work described herein and that all work shall be done in compliance with the provisions shown on the back of this application and with all other applicable rules, regulations and standards of the City; and that the permittee assumes full responsibility for said compliance, for acceptability of the work, for repair or replacement thereof if defective, and for repair or replacement of any existing improvement damaged by this work.

SEE THE BACK (PAGE 2) OF THIS PERMIT FOR CONDITIONS AND PROVISIONS

I CERTIFY THE ABOVE INFORMATION IS CORRECT

Applicant's Signature:

Chris Staggs

OFFICE USE ONLY

- | | |
|---|--|
| ☐ Provide a traffic control plan to the City for review and approval. | ☐ Coordinate work with all applicable utility companies. |
| ☐ Barricade and sign sidewalks & parking spaces in advance of their use. | ☐ Tree removal / replacement per City Planning Dept approval process. |
| ☐ Contact the city inspector at 971-276-1751 for pre and post inspections, questions and/or pre-pour and final concrete inspections. | |

Related City permits:

Expiration Date:	☐ 60 DAYS	☐ 90 DAYS	Other	Permit No.:
Standard Details:	☐ OC 504	☐ OC 508	☐ OC 310	☐ OC 402
	☐ OC 313	☐ OC 532	☐ Other	

Issued by:

Date:

1. Permittee agrees to save, keep and hold harmless the City of Oregon City, its officers, agents and employees from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damage to property, or of personal injury received by reason of or in the course of performing work authorized by this permit which may be occasioned by any act or omission of the permittee, his agents or employees. The City will not be liable for any accident, loss or damage to the work prior to its completion and acceptance.
2. Permit is void 60 days after date of issue unless otherwise noted. A time extension shall be requested not less than 24 hours prior to expiration.
3. Concrete curb, sidewalk, gutters, driveway approaches, alley entrances, paving repairs, etc. shall be constructed per City Standards (<https://www.oregoncity.org/publicworks/design-and-construction-standardsdrawings>).
4. A copy of this permit shall be kept at the work site.
5. Work authorized by this permit includes removal and replacement of improvements as necessary.
6. Oregon law requires that the rules adopted by Oregon Utility Notification Center be followed. Those rules are set forth in OAR 952-001-0010 to 0090. You may obtain copies of the rules by calling the center or online at www.callbeforeyoudig.org. Call before you dig – Portland Metro Area **811** or **800-332-2344**.
7. Permittee shall adequately safeguard all excavations and obstructions with barricades, lights and/or other suitable safety devices per the current "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (mutcd.fhwa.dot.gov/), Federal Highway Administration and follow all OSHA rules and regulations. If the permittee fails to adequately safeguard the public, the City shall place barricades and lights at the expense of the permittee. Placement of safety devices by the City shall not relieve the permittee from liability.
8. Permittee shall coordinate **24 hours in advance of any street closure** with **Oregon City Code Enforcement at 503-496-1559** and **Oregon City Public Works at 503-657-0891** for each day any street is to be closed.
9. Fire Department access to fire hydrants shall be maintained at all times.
10. Permittee shall be responsible for preserving construction survey stakes and markers for the duration of their usefulness.
11. Construction water shall not be taken from a fire hydrant until a fire hydrant permit has been obtained from the Public Works Operations Center, 122 S. Center Street, 503-657-8241.
12. A minimum of **72 hours' advance notice** must be given for inspection requests (exclusive of Saturdays, Sundays and holidays).
13. Forms and subgrade must be inspected and approved before ordering Portland Cement Concrete or Asphaltic Concrete. Failure to obtain approval before proceeding with work may be cause for rejection. Any work to be done on a Saturday or holiday **MUST** be approved by the City at least 24 hours in advance.
14. Any work done without proper inspections will be subject to rejection. Permittee shall request inspections when: (1) forms are complete / ready for concrete; (2) subgrade is compacted and ready for pavement or concrete; (3) excavation is started; (4) sewers are ready for testing; (5) backfill compaction is in progress; (6) temporary resurfacing has been placed; (7) all work authorized by this permit has been completed; and (8) any time assistance is needed to assure compliance with City requirements. Reinspections required due to site or work not being ready for inspection when scheduled or for the replacement of defective work, shall be done at the expense of the permittee.
15. Asphalt pavement, including resurfacing, shall be constructed of Level 2, 1/2-inch dense HMAC ODOT asphalt concrete for the roadway.
16. Curbs with depressions for vehicular access will not be accepted until a standard driveway approach has been constructed at each depression. Where none exists, a sidewalk adjoining such driveway approaches shall be constructed.
17. Final approval of any work will not be given until construction debris and excess material is removed and parkways are graded to conform to the standard street section and planted as appropriate to match existing.
18. Failure to secure permits for previous work or failure to pay fees due on previous permits shall render the applicant, permittee or employees ineligible for any other City permit until such fees and penalties are paid.
19. Any applicant or contractor who has done work in public rights-of-way not in conformance with City Standard Specifications, Standard Drawings or Special Provisions, or who violates the City Code shall be ineligible to do work in public rights-of-way until such deficiency has been corrected to the satisfaction of the City Engineer.
20. Construction hours: Monday-Friday 7 a.m. to 6 p.m., Saturdays 9 a.m. to 6 p.m. **NO** work shall be done on Sundays or holidays.
21. Contractors shall have an Oregon City Business License and/or a Metro Contractor's License and required contractors' licenses.
22. Permittee shall remain responsible for satisfactory workmanship and material for two years after acceptance of improvements authorized by this permit.

I AGREE TO COMPLY WITH THE PERMIT AND ALL ABOVE REFERENCED CONDITIONS

Applicant's Signature:	Date:
Applicant's Printed Name:	Title / Organization:

AFTER RECORDING RETURN TO:

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

City Resolution No.: _____ **Public Works Permit No.:** _____

Street Address: _____

Tax Map & Lot: _____ **PROPERTY OWNER:** _____

DECLARATION OF COVENANT OF MAINTENANCE, RELEASE AND INDEMNITY

This COVENANT OF MAINTENANCE, RELEASE AND INDEMNITY ("**Covenant**") is made between

_____, hereinafter referred to as "**Permittee**", and the CITY OF OREGON CITY, a municipal corporation of the State of Oregon formed pursuant to ORS Chapter 457 (the "**City**").

RECITALS

A. Permittee is/are the owner(s) of certain real property located in the City of Oregon City, Clackamas County, Oregon, legally described on **Exhibit A** attached hereto and commonly known as

_____, (address or tax lot),
(the "**Property**").

B. Permittee has applied for City right-of-way permit ("**Permit**") to maintain a permanent obstruction that is regulated and governed by Oregon City Municipal Code Chapter 12 *Streets, Sidewalks and Public Places*, Section 12.04.120 *Obstructions Permit required*.

C. The City has approved the Permit through adoption of **Resolution No.** _____
(**Exhibit B** attached hereto) allowing the following:

_____, ("**Obstruction**").
Description of the obstruction

within the public right-of-way as shown in the "Site Plan" **Exhibit C** attached to this Covenant. The Obstruction is solely for the Property, contingent on Permittee providing this maintenance covenant and release to the City for all activities undertaken pursuant to the Permit issued by the City pursuant to Oregon City Municipal Code section 12.04.120 *Obstructions Permit required*, which requires Permittee to maintain, and release the City from all damages resulting from, the approved permanent obstruction in the right-of-way.

D. To protect owners of neighboring properties, the City requires the Permittee to enter this Covenant as a condition to the City's approval of building permits.

COVENANT

NOW, THEREFORE, Permittee covenants as follows:

In consideration of the issuance of the City Resolution and Permit, the undersigned ("**Permittee**") hereby covenants and agrees to the following terms:

1. Covenant to Maintain, Repair and Remove. Permittee shall, at their sole expense (no cost to the City), themselves or through qualified independent contractors, at all times maintain the Obstruction in safe condition and good repair, and in compliance with all applicable state and local rules, regulations, and guidelines (including those adopted from time to time by the City) for the general public or remove the Obstruction as directed by the City (the City may at any time for any reason provide a thirty (30) day notice for removal of the Obstruction). Permittee or their representatives, shall obtain proper permits or approvals from the City and shall notify the City in writing 24 hours prior to any construction or repair activities for Obstruction. Furthermore, in the event Permittee fails to comply with this Covenant, Permittee hereby agrees that the City may remove or maintain said Obstruction immediately. Permittee agrees to reimburse City for costs incurred by City when complying with this Covenant as described in Section 3 below.

2. Failures to Perform Covenant. Except in the case of emergency, if the City determines that Permittee is not in compliance with the Covenant described in Section 1, the City or its designee shall give the Permittee written notice to perform maintenance or repair or removal work specified in the notice. If such work is not performed to the City's satisfaction within 30 days of notice, Permittee hereby grants to the City, their employees, independent contractors and designees the right to perform any and all work required to bring said Obstruction into compliance with Section 1 and Permittee hereby agrees to reimburse City for performing work as described in Section 3 below. Permittee agrees that the City or its designee may perform any emergency repair work, as determined by City, without prior notice to Permittee and that Permittee will reimburse City for emergency work as described in Section 3 below.

3. City Under No Obligation. The City, as well as its departments, employees, independent contractors and/or designees shall have no obligation to exercise its rights under this Covenant, including the right under Sections 1 of this Covenant, to perform the work required of the Permittee or to perform any other maintenance or repair of the Obstruction. In addition, neither the City, nor any of its departments, employees, independent contractors and/or designees shall have any liability to Permittee in connection with the exercise or non-exercise of such rights, the maintenance or repair of the Obstruction, or the failure to perform the same.

4. Reimbursement. If City exercises its right to maintain or repair or remove the Obstruction pursuant to Section 1 and/or Section 2, Permittee shall reimburse the City for all costs and expenses incurred in connection therewith within 30 days of receipt of an invoice. If any Permittee fails to pay invoiced amount within such period, such amount shall thereafter accrue interest at a per annum rate equal to prime rate of U.S. Bank (or its successor) plus five percent (5%). Such amount, together with any interest that has accrued, shall be a lien on the Property, which may be foreclosed in accordance with ORS Chapter 88. If Property is owned by more than one person, then each such Permittee shall be jointly and severally liable for payment of the amounts provided for in this Section 4.

5. Liability Coverage. Owners agree to maintain appropriate insurance liability coverage, naming the City as additional insured, per current City policy limit minimums. This includes liability for any condition or activity whether known or unknown, anticipated or unanticipated, during the time of this agreement.

6. **Release.** Permittee does hereby release and forever discharge the City of Oregon City, and its City Commissioners, officers, agents, volunteers and employees (collectively “Indemnitees”) from all claims, liability, loss and demands of whatever kind or nature, either in law or in equity, arising from or related to Permittee’s activity described above and/ or otherwise authorized by the Permit. Without limiting the generality of the foregoing, Permittee understands and agrees that this Covenant discharges each of the Indemnitees from any liability or claim that Permittee may have against any of them with respect to any bodily injury, personal injury, illness, death, or property damage that may arise from or relate to Permittee’s activity described above and/or otherwise authorized by the City’s Decision. Permittee hereby expressly and specifically assumes the risk of injury or harm or damage to person or property with respect to the activity described above or otherwise authorized by the Permit, whether caused by the negligence of any of the Indemnitees or otherwise.

7. **Indemnity.** Permittee hereby agrees to indemnify, defend (with legal counsel acceptable to the Indemnitees) and hold the Indemnitees harmless from all claims, liability, loss, damage, cost or expense, including but not limited to attorney fees and court costs, that the Indemnitees may sustain or incur arising from or relating to Permittee’s activity described above and/or otherwise authorized by the Permit. The foregoing indemnity shall include but not be limited to any claims, liability, loss, damage, cost or expense due to any bodily injury, personal injury, illness, death, or property damage arising from or related to Permittee’s activity described above and/or otherwise authorized by the Permit. In the event that a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Covenant, or with respect to any dispute relating to this Covenant, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys’, paralegals’, accountants’, and other experts’ fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys’ fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

8. **Run with the Land.** The parties’ rights and obligations contained herein shall run with the land and inure to the benefit of, and shall be binding upon, the City and Permittee and their respective successors and assigns (including, without limitation, subsequent owners of the Property or lots in the Property and any homeowner’s association owning common areas in the Property).

9. **Interpretation.** The undersigned agrees that this Covenant is intended to be as broad and inclusive as is permitted by the laws of Oregon, and that if any portion of this Covenant is held invalid, it is agreed that the remaining portion shall continue in full force and effect.

10. **Enforcement.** In the event the City is required to enforce the provisions of this Covenant by legal action, the City shall be entitled to recover its attorney fees and court costs incurred in any such action and in connection with any appeals thereof.

11. **Authority.** In the event the undersigned is a limited liability company, corporation or other organization, the individual signing below represents and warrants he/she has authority to execute this Covenant on behalf of such organization.

12. **Binding Effect.** The indemnity described in Section 7, shall be binding upon Permittee’s agents, guests, licensees, heirs, personal representatives, executors, successors and assigns.

13. **Jurisdiction.** In the event of any dispute between the undersigned and any or all of the Indemnitees, such dispute shall be governed by Oregon law and the exclusive jurisdiction for such dispute shall be the State courts for the State of Oregon, and the exclusive venue for such dispute shall be Clackamas County, Oregon.

14. Compliance with Laws. Permittee shall comply with all laws, ordinances and regulations, and the terms of any permit issued by the City, applicable to Permittee in connection with Permittee's activity described above.

IN WITNESS WHEREOF, the PERMITTEE has executed this instrument this _____ day of _____, 20____. The person(s) whose name(s) is/are subscribed to the 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]

PERMITTEE: _____
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)

This record was acknowledged before me on (month & day) _____, 20____

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

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

Stamp notary seal:

WITNESS my hand and official seal.

Signature of Notary Public

My commission expires: _____

Accepted on behalf of the City of Oregon City:

By: John M. Lewis, Public Works Director

Attest: Jakob Wiley, City Recorder

Insert exhibits on separate subsequent sheets.

Exhibit A is a legal description of the subject property 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 the signed Resolution having a 1/8th-inch or larger font size (8.5-inch by 11-inch page is preferred).

Exhibit C is a site plan having a 1/8th-inch or larger font size (8.5-inch by 11-inch page).

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.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Human Resources Director Patrick Foiles

Agenda Date: 03/16/2022

SUBJECT:

Personal Services Agreement with MGT Consulting for Consultant Services and the Delivery of Diversity, Equity, and Inclusion Initiatives

STAFF RECOMMENDATION:

Staff recommends the Commission authorize the City Manager to execute a Personal Services Agreement with MGT Consulting in the amount of \$153,427.22.

EXECUTIVE SUMMARY:

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

The scope of work (Exhibit A) includes: development and implementation of a robust community engagement plan; development, facilitation, and coordination of a community DEI Task Force; a comprehensive organizational assessment; and the development of an Oregon City DEI framework and implementation action plan.

BACKGROUND:

For the 2021-2023 biennium, the City Commission articulated eight (8) specific goals, including Goal 1: Promote diversity, equity, and inclusion for a safe, inclusive community and organization.

In order to achieve Goal #1, the City Commission articulated three specific strategies:

1. Using the vision articulated in Resolution 20-19, develop a comprehensive internal and external DEI framework.
2. Create a community task force to guide the external DEI work.
3. Evaluate internal policies, procedures, hiring practices, purchasing, and codes to reduce barriers and systemic inequities.

The City invited proposals and responses to an RFQ (Request for Qualifications) posted November 2021. The City received four (4) proposals from firms. The City convened a review team including representatives from City staff, the City Commission, and Clackamas County's Office of Equity and Inclusion. After initial review and scoring of written proposals, the City identified two finalist consultants. The review team conducted interviews with each finalist and discussed the proposed approaches, qualifications, and experience of each prospective vendor. At the conclusion of the process, the review team recommended MGT Consulting to support the City through this work.

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

OPTIONS:

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

BUDGET IMPACT:

Amount: \$153,427.22
 FY(s): FY 2021 - 2024
 Funding Source(s): General Fund

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

DEI INITIATIVES

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

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **September 30, 2023**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant a total compensation, including reimbursement for expenses incurred, for the Original Scope plus Community Engagement as identified in Exhibit A for an amount not to exceed **One hundred fifty-three thousand four hundred twenty-seven and 22/100 dollars (\$153,427.22)**.

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

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

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

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

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

To the City:

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

To Consultant:

MGT of America Consulting, LLC
4320 West Kennedy Blvd.
Tampa, FL 33609
Attention: Lamont W. Browne

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 2022.

CITY OF OREGON CITY

MGT CONSULTING

By: _____

Patrick Foiles

Title: Human Resources Director

DATED: _____, 2022.

By: _____

Name: _____

Title: _____

By: _____

Anthony J. Konkol, III

Title: City Manager

DATED: _____, 2022.

DATED: _____, 2022.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

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

Scope of Work (Revised)

MARCH 1, 2022

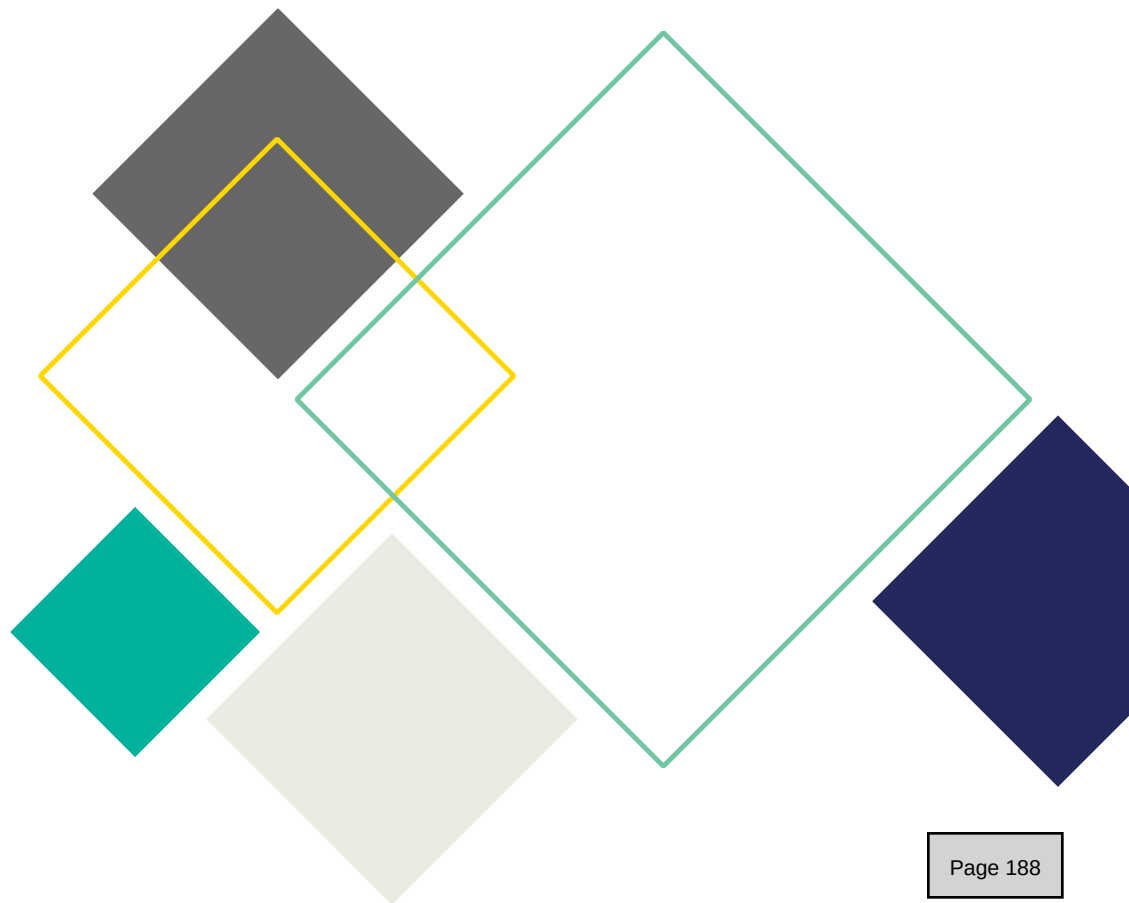


Prepared for:

PATRICK FOILES
HUMAN RESOURCES DIRECTOR
625 Center Street
Oregon City, OR 97045
503-496-1528
pfoiles@orcity.org

Consultant Services for Diversity, Equity, and Inclusion Initiatives

CITY OF OREGON CITY



Detailed Work Plan

Task 1.0: PROJECT MANAGEMENT & BEST PRACTICES REVIEW

1.1 Project Kickoff

OBJECTIVE

MGT will facilitate an initial meeting for key members of the project team to meet each other, identify desired communication strategy, ensure mutual understanding of the project goals and outcomes, identify potential barriers, and establish consensus regarding activities, timelines, deliverables, and mutual expectations.

DELIVERABLES

- ◆ Finalized work plan and project schedule
- ◆ Description of deliverables
- ◆ Identification of key stakeholders, engagement expectations, responsibilities, and project roles
- ◆ Logistics for project management meeting schedule, agenda, and reporting protocols
- ◆ List of potential stakeholders who might advise the project and provide valuable insight

1.2 Client Engagement

OBJECTIVE

MGT prioritizes effective communication with our clients to maximize trust, clarity of project progress and action steps, and ensure timely and successful execution of all components of the project. Regular collaborative engagement in a manner that meets our clients' availability and interest allows mutual certainty that all aspects of our work align with the organization's mission and ultimate goals.

DELIVERABLES

- ◆ Facilitation of regular (weekly, bi-weekly, or monthly) meeting agendas and minutes
- ◆ Meeting documents including PowerPoint presentations and related materials
- ◆ Documentation of decisions made, action steps, responsibility matrix, and deadlines

1.3 Best Practices and Peer Review

OBJECTIVES

MGT will conduct thorough research and review of industry-leading best practices and successes and lessons learned regarding DEI initiatives that have been implemented by similar sized organizations and their related strategic plans. This work will help inform the DEI audit and the potential recommendations that will follow.

DELIVERABLE(S)

- ◆ Written draft chapter of peer review and industry-leading best practices in DEI initiatives
- ◆ Graphic presentation of DEI best practices

2.1 External Stakeholder Outreach Plan

OBJECTIVE

To maximize awareness of the City's commitment to DEI, build interest and motivation to engage in the City's DEI-related vision and this audit, we will create an external outreach plan to boost meaningful engagement in the audit process. This Stakeholder Outreach Plan will provide a strategic road map for informing the people of Oregon City of the importance of their participation. We will bring a unique perspective and a set of strategies to increase participation and receptivity to this important work.

DELIVERABLE

- ◆ Stakeholder Outreach Plan to maximize awareness and motivation for external stakeholders to engage in the feedback portion of the equity audit

2.2 External Stakeholder Engagement

OBJECTIVE

MGT will design and administer a set of protocols aimed at maximizing participation of Oregon City stakeholders to allow us to gain comprehensive and accurate insight of the resident perspective of equity in the City. We will establish no less than 4 engagement channels that participants will be invited to use:

- 1) A phone-accessible voicemail
- 2) An e-mail inbox system (ex. OregonCity_DEI@mgtconsulting.com)
- 3) Facilitation of four (4) community meetings
 - a. Two (2) in-person session
 - b. Two (2) remote sessions
- 4) Facilitation of two (2) targeted focus group conversations (remote)

Upon completion, we will evaluate all insight collected to ensure representative participation from all stakeholder groups and re-administer with targeted outreach if necessary.

DELIVERABLES

- ◆ Community Equity Survey
- ◆ Focus Group Interview Guide
- ◆ Demographic data summary of resident participation
- ◆ Quantitative and Qualitative analysis of feedback results

2.3 External DEI Analysis and Summary Report

OBJECTIVE

Our DEI consultants will analyze all feedback and data to determine strengths, weaknesses, improvement opportunities, and performance trends. We will craft a comprehensive and succinct reader-friendly report that informs the organization of the state of equity with suggested action steps for improvement.

DELIVERABLES

- ◆ External Equity Report Summary
- ◆ Initial list of actionable recommendations on how to elevate equity throughout the City of Oregon City

Task 3.0: **COMMUNITY DEI TASK FORCE**

3.1 Community DEI Task Force Development

OBJECTIVE

MGT will consult with organization's leadership to develop a charter and participant list for the DEI Task Force. It is anticipated the scope of Task Force activities will include (at a minimum) education of and discussion amongst Task Force members of DEI concepts, discussion about the impacts of bias and marginalization and crafting recommendations on making the organization a more welcoming and inclusive environment. We will support the design and administration of a recruitment process to ensure that Task Force membership represents the diversity of the organization and its entire community.

DELIVERABLES

- ♦ Comprehensive DEI taskforce membership list and signed commitment letters
- ♦ Long-term set of DEI taskforce goals
- ♦ DEI taskforce meeting schedule

3.2 Community DEI Task Force Facilitation

OBJECTIVE

MGT will facilitate Task Force meetings, including meeting planning and logistics, preparation of meeting minutes, and preparation of reports/presentations as needed.

DELIVERABLES

- ♦ Task Force meeting materials (e.g., agenda, PPT presentations, minutes, etc.)
- ♦ Coherent set of decisions made, action steps and owners, deadlines, and accountability measures for meetings and action steps

Task 4.0: **ORGANIZATIONAL ASSESSMENT**

4.1 Prioritized Policy and Practice Analysis

OBJECTIVE

MGT will work with the City's project leadership to establish a comprehensive list of data, documents, policies, and practices to be included in the DEI audit. An equity lens will be applied to our analysis of prioritized topics such as

- ◆ Organizational chart
- ◆ Employee and leadership demographics
- ◆ Organization hiring and promotion practices
- ◆ Barriers to recruiting, hiring, and retaining a diverse workforce
- ◆ Internal communications regarding DEI
- ◆ Annual spending and prioritization of DEI initiatives
- ◆ Aspects of the organizational culture where inequities have been unintentionally perpetuated
- ◆ Impact of staff and leadership self-awareness and implicit bias on organizational culture and the employee experience

DELIVERABLE(S)

- ◆ Comprehensive set of documents and data points for review and analysis
- ◆ An analysis of existing organizational strengths and gaps with clear recommendations on how to best build upon strengths that will encourage DEI in all areas of the City and community.

4.2 Staff Engagement

OBJECTIVE

MGT will design and administer a set of protocols to garner insight of staff and leadership perspective regarding organizational culture, equity in the workplace, and the employee experience. Upon completion, we will evaluate all insight collected to ensure representative participation from all stakeholder groups and re-administer with targeted outreach if necessary.

DELIVERABLES

- ◆ Stakeholder Outreach Plan to maximize awareness and motivation for internal stakeholders to engage in the feedback portion of the equity audit
- ◆ Key Leader Interview Guide (contingent on project need)
- ◆ Focus Group Interview Guide and Protocol (contingent on project need)
- ◆ Organizational Assessment Equity Survey
- ◆ Quantitative and Qualitative analysis of survey results

4.3 DEI Readiness Analysis and Organizational Culture Summary Report

OBJECTIVE

Our DEI consultants will analyze all feedback and data to determine strengths, weaknesses, improvement opportunities, and performance trends. We will craft a comprehensive and succinct reader-friendly report that informs the organization of the state of equity with suggested action steps for improvement.

DELIVERABLES

- ◆ DEI Readiness Summary
- ◆ Organizational DEI Report: *The Current State of DEI at Oregon City*
- ◆ Final list of actionable recommendations on how to elevate DEI within the organization

Task 5.0: DEI FRAMEWORK DEVELOPMENT

5.1 Future Envisioning Analysis

OBJECTIVE

MGT will design and facilitate a workshop with the DEI Task Force and other members of the City's leaders to conduct future envisioning focused on building themes and initiatives around the specific collaborative desire for the state of DEI across the organization and the city. This work will result in the identification of a "North Star" for the organization to strive to become. This North Star will drive the work of the DEI Action Plan.

DELIVERABLES

- ◆ Facilitate review of DEI Audit Report and readiness assessment
- ◆ Facilitate Future Envisioning Workshop (in-person or remote)
- ◆ North Star Analysis Report
- ◆ Development of a shared organizational goal on DEI

5.2 Development of DEI Action Plan

OBJECTIVE

The North Star established during the future envisioning analysis and the data and feedback from the DEI audit will help inform the development of a set of strategies to advance DEI within the organization. MGT will facilitate a series of workshops with the DEI Task Force to collaboratively build the DEI Action Plan that includes a set of goals, actions, deliverables, and performance metrics.

DELIVERABLES

- ◆ Develop a public statement of principle regarding DEI for the City that serves as the guidepost for how it operates and makes decisions that impact budgeting, policies and procedures, operations, programming, outreach, and management practices
- ◆ Multi-Year strategic plan for all policies, actions, and changes needed to meet the City's DEI goals

5.3 DEI Implementation Roadmap

OBJECTIVE

MGT believes that the quality of a plan (DEI Action Plan) is inextricably tied to the quality of its delivery (Implementation Strategy). With this as our guide, we are committed to supporting the DEI Task Force in ensuring deep understanding and shared accountability of the DEI Action Plan to ensure quality implementation of all facets of the framework. The roadmap will include specific outcomes and deliverables, owners, dates, and accountability metrics.

DELIVERABLES

- ◆ Detailed Implementation Plan inclusive of the DEI Action Plan Timeline
- ◆ Implementation framework that assigns responsibility, accountability, resource allocation, key milestones, and dates for each strategic action
- ◆ Internal communication plan that ensures shared ownership and accountability
- ◆ City-Wide communication plan that promotes broad understanding and buy-in to the City's DEI goals

Cost Plan

After discussion with representatives from Oregon City's project team, we are happy to propose a revised cost plan based on the desire to add External Community Engagement (Milestone #5) and/or DEI Progress Monitoring (Milestone #6) as core components to our work plan. Below, we provide four options for your consideration including the original work a cost proposal that was reviewed in the 3/10 meeting.

Please note that the cost proposal includes professional fees, travel expenses, and other costs (printing, surveys, etc.). The table below illustrates the cost associated with each task in our proposed work plan.

MILESTONES		HOURS	COST PER TASK
1.0	Project Initiation	142	\$4,305.00
	1.1 Project Initiation	9	\$2,210.00
	1.2 Client Engagement	120	Included
	1.3 Best Practices Review	13	\$2,095.00
2.0	Community Engagement	171	\$31,344.38
	2.1 External Stakeholder Outreach Plan	6	\$1,050.00
	2.2 External Stakeholder Engagement	110	\$19,693.75
	2.3 External DEI Analysis and Summary Report	55	\$10,600.63
3.0	Community DEI Task Force	279	\$68,874.08
	3.1 Community DEI Task Force Development and Outreach Plan	39	\$10,707.08
	3.2 Community DEI Task Force Facilitation	240	\$58,167.00
4.0	Organizational Assessment	212	\$42,150.38
	4.1 Prioritized Policy, and Practice Analysis	80	\$16,352.00
	4.2 Internal Stakeholder Engagement	110	\$21,580.25
	4.3 DEI Readiness Analysis and Organizational Culture Report	22	\$4,217.63
5.0	DEI Action Plan	42	\$6,753.38
	5.1 Future Envisioning Analysis	6	\$1,013.01
	5.2 Development of DEI Action Plan	26	\$4,052.03
	5.3 Implementation Strategy for DEI Action Plan	10	\$1,688.34
Proposed Option	Original Scope of Work plus Community Engagement	846	\$153,427.22
	Original Scope of Work	675	\$122,082.83

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

Item 9d.

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

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

Item 9d.

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

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

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

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

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 9d.

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

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

Item 9d.

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

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

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

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

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

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

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

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

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

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

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

24. Arbitration.

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

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

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

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

Item 9d.

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.