



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING - REVISED AGENDA

**Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, January 05, 2022 at 6:15 PM**

6:15 PM – URBAN RENEWAL COMMISSION INTERVIEWS

The City Commission will interview the following applicants for (re)appointment to the Urban Renewal Commission:

- *Doug Neeley*

7:00 PM - REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

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

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

[3a.](#) Mayoral Appointments to City Boards and Committees

3b. Oaths of Office for Newly Appointed Planning Commissioners and Historic Review Board Members

3c. Election and Oath of Office for Commission President for 2022

- 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

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. 22-01, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the OC Brewing Patio Development Project and Declaring an Emergency

[7b.](#) Amendment No. 1 to the Personal Services Agreement with Century West Engineering for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project (CI 20-010)

[7c.](#) Personal Services Agreement with Wallis Engineering for the Main Street Waterline Replacement: 10th to 15th (CI 21-007)

[7d.](#) Change Order No. 1 for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 1 (CI 20-010)

[7e.](#) DELL Technologies Contract for Microsoft Software

8. PUBLIC HEARINGS

[8a.](#) Second Reading of Ordinance 21-1016, the Adoption of Park Place Urbanization Plan as an Amendment to the Transportation System Plan (LEG-21-00003)

9. GENERAL BUSINESS

[9a.](#) House Bill 2006 Shelter Siting Application Criteria Selection

[9b.](#) Resolution No. 22-02, Adopting the Oregon City Sidewalk Replacement Assistance Test Program

[9c.](#) Living Hope Church Monthly Stormwater Fee Reduction and Overpayment Reimbursement

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: City Recorder Jakob Wiley

Agenda Date: 01/05/2022

SUBJECT:

Mayoral Appointments to City Boards and Committees

The following Board and Committee appointments are made for the terms as shown:

Planning Commission

- Bob LaSalle: 1st term 1/1/22 – 12/31/24 (remainder of vacated position term)
- Dirk Schlagenhauer: 2nd term 1/1/22 – 12/31/25
- Greg Stoll: 2nd term 1/1/22 – 12/31/25

Historic Review Board

- Jessica Belknap (McLoughlin Neighborhood - remainder of vacated position term): 1st term 1/1/22 – 12/31/23

Library Board

- Larry Osborne (City Resident): 2nd term 1/1/22 – 12/31/25
- Nicholas (Nick) Dierckman (At-large Representative): 2nd term 1/1/22 – 12/31/25

Parks and Recreation Advisory Committee (PRAC)

- Joseph (Joey) Knauf (Non-City Resident): 1st term 1/1/22 – 12/31/24
- Steve Williams (City Resident/Rivercrest): 1st term 1/1/22 – 12/31/24
- Ken Worcester (City Resident/Caufield): 1st term 1/1/22 – 12/31/24

Transportation Advisory Committee

- Ray Atkinson (Neighborhood Association): 2nd term 1/1/22 – 12/31/24
- Henry Mackenroth (At-large): 3rd term 1/1/22 – 12/31/24
- Bruce Fries (At-large): 1st term 1/1/22 – 12/31/24
- Miles Tatch (Neighborhood Association): 1st term 1/1/22 – 12/31/22 (remainder of vacated position term)

Budget Committee

- William Gifford: 1st term 1/1/22 – 12/31/25



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: 1/05/2022

SUBJECT:

Resolution No. 22-01, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the OC Brewing Patio Development Project and Declaring an Emergency

STAFF RECOMMENDATION:

Approve Resolution No. 22-01, authorizing the night work related to the construction of the water lines for the OC Brewing Patio Development Project that impacts automobile travel on Washington Street and 14th Street.

EXECUTIVE SUMMARY:

The City has permitted and is overseeing construction of the OC Brewing Patio Development. The project requires work to add new water service lines, and trenching for these water lines will impact two-way traffic within Washington Street and 14th Street. The project anticipates the work in Washington Street and 14th Street to occur January 10 to January 29, 2022. The project will perform work from 8:00 PM to 5:00 AM which is outside typical high-traffic hours. However, an exemption from OCMC 9.12.023 is requested because OCMC 9.12.023 prohibits construction and excavation in city streets between the hours of 10:00 PM and 7:00 AM.

The project requires night work for construction of the water services within Washington Street and 14th Street. 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. The zoning on the south side of the project is R-3.5 residential.

OCMC Section 2.52.020 defines "emergencies" to include "utility or transportation emergencies." Resolution No. 22-01 will allow White Dog Construction to complete the offsite utility work on a temporary emergency basis. The resolution will allow night work to occur from January 10 to January 29, 2022, to facilitate the safe construction of the water service lines, and to support the safety of construction staff and safe public travel in Washington Street and 14th Street.

BACKGROUND:

An expansion of the patio connected to OC Brewing (located at 1401 Washington Street) was approved under land use file GLUA-20-00043. The project involves upgrading water services to support an expansion to the restaurant and addition of food carts on the property. The construction of new water services is within the public right-of-way of Washington Street and 14th Street. The design has been reviewed by the Public Works Department and is approved.

The development requires night work on Washington Street and 14th Street because day construction would cause excessive traffic delays on Washington Street and 14th Street which are heavily traveled streets. Upon evaluation of the proposed traffic control plan provided by the contractor, City staff concluded that due to the traffic counts on Washington Street and 14th Street, it was appropriate to require night work.

The requirement is for three weeks of work at night to be able to successfully complete the water utility improvements. The development desires the working hours to be 8:00 PM to 5:00 AM, for the dates of January 10 to January 29, 2022.

The work will occur on Washington Street between 14th Street and 15th Street. The work will occur on 14th Street between Center Street and Washington Street. The increased noise and disruption to regular traffic patterns from the construction activities will indirectly impact residentially zoned areas south of 14th Street.

Per Oregon City Municipal Code (OCMC) 2.52.020, “emergencies” include “utility or transportation emergencies.” OCMC 2.52.040 (L) authorizes the City, in cases of emergency, to “order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency.” Adoption of Resolution No. 22-01 provides City Commission approval for temporary emergency night work.

OPTIONS:

1. Approve Resolution No. 22-01 as requested.
2. Approve Resolution No. 22-01, with specific modifications.
3. Deny Resolution No. 22-01. If the Commission chooses to deny the Resolution, staff requests direction on how to proceed.

RESOLUTION NO. 22-01**A RESOLUTION DECLARING AN EMERGENCY AND TEMPORARILY EXEMPTING THE CONSTRUCTION ACTIVITIES IN WASHINGTON STREET RIGHT-OF-WAY AND TRAVEL LANES ASSOCIATED WITH THE OC BREWING PATIO 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 utilities serving the OC Brewing Patio Development (“Project”) and within the Washington Street and 14th Street travel lanes; and

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

WHEREAS, OCMC 9.12.023(E) declares the construction, demolition, alteration or repair of any building or the excavation of any streets and highways in a residentially zoned neighborhood between the hours of 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 the Washington Street travel lanes associated with the OC Brewing Patio Development (“Project”) as shown in the map attached to this resolution. Consistent with OCMC 2.52.070 and, by this resolution, the Commission declares an emergency from January 10, 2022 at 8:00 PM to January 29, 2022 at 5:00 AM.

Section 2. Based on the emergency identified above, the City Commission grants the construction activities in the Washington Street rights-of way-exemption from Section 9.12.020 of the Oregon City Municipal Code for construction activities associated with constructing the water utility lines in the Project area and affecting the Washington Street traffic, 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 5th day of January 2022.

Item 7a.

Rachel Lyles Smith, Mayor

Attested to this 5th Day of January 2022

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

DEVICE SPACING:

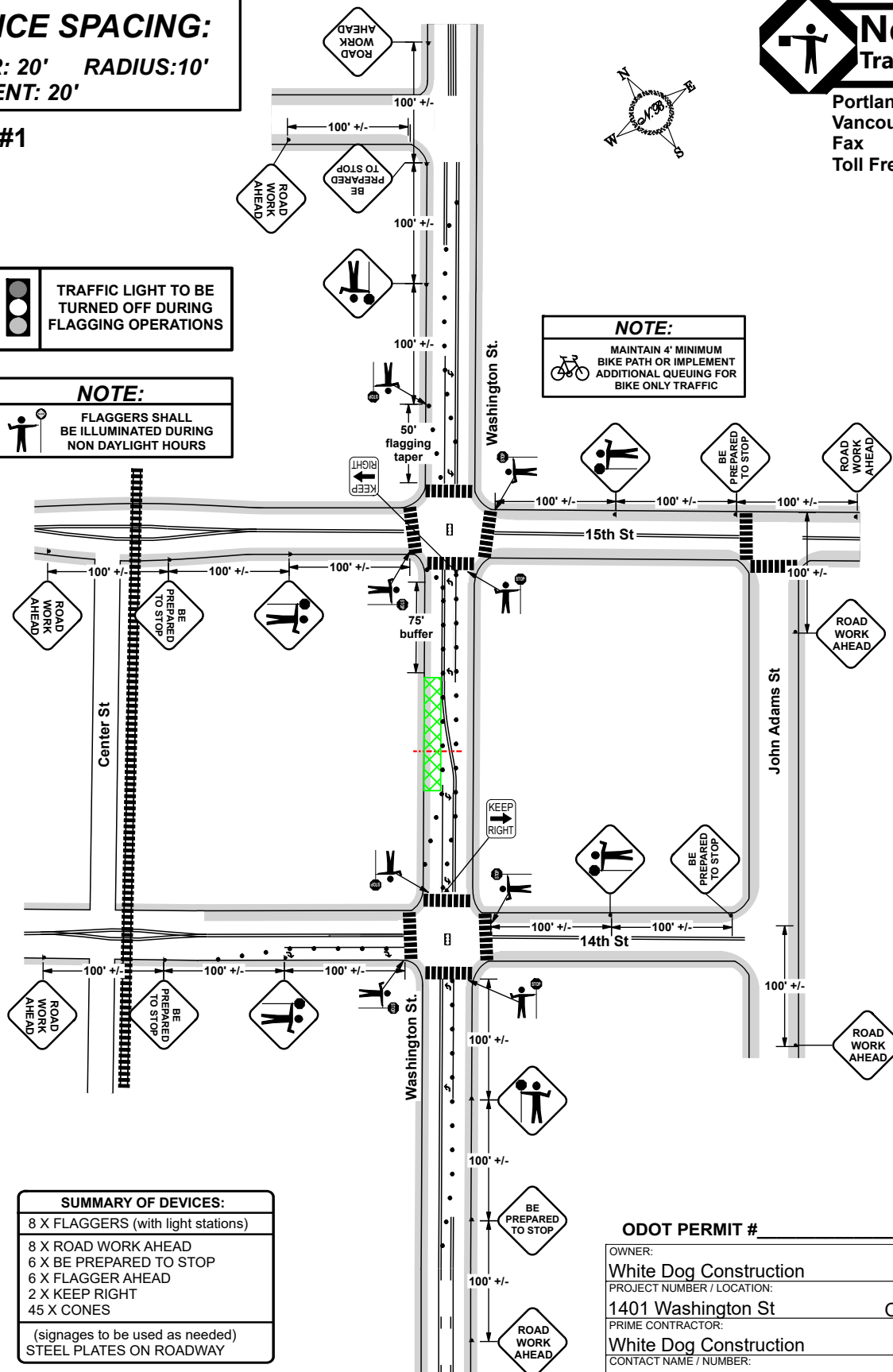
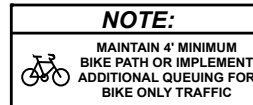
TAPER: 20' RADIUS: 10'

TANGENT: 20'

Page #1



Portland (503) 262-6500
 Vancouver (360) 604-5655
 Fax (503) 262-0357
 Toll Free (800) 783-9733



SUMMARY OF DEVICES:
8 X FLAGGERS (with light stations)
8 X ROAD WORK AHEAD
6 X BE PREPARED TO STOP
6 X FLAGGER AHEAD
2 X KEEP RIGHT
45 X CONES
(signages to be used as needed)
STEEL PLATES ON ROADWAY

ODOT PERMIT #

OWNER:	PROJECT / JOB NUMBER:
White Dog Construction	
PROJECT NUMBER / LOCATION:	CITY / STATE:
1401 Washington St	Oregon City, Oregon
PRIME CONTRACTOR:	
White Dog Construction	
CONTACT NAME / NUMBER:	E-MAIL:
Scott / 503-320-2962	scott@whitedogconstruction.com
PREPARED BY:	TRAFFIC CONTROL CONTRACTOR:
Nathan Burris 503-262-6500	Northwest Traffic Control Inc.
OR Cert # Exp: 11/30/2022 WA Cert # Exp: 04/30/2025	E-MAIL:
07634	012780 Nathan@nwtci.com

FILE DATE: 08/17/2021

REVISED: 09/10/2021

All signs and devices SHALL conform to the MUTCD / OTTCH.
 Will adjust to fit field conditions.
 Plan NOT to scale.

DEVICE SPACING:

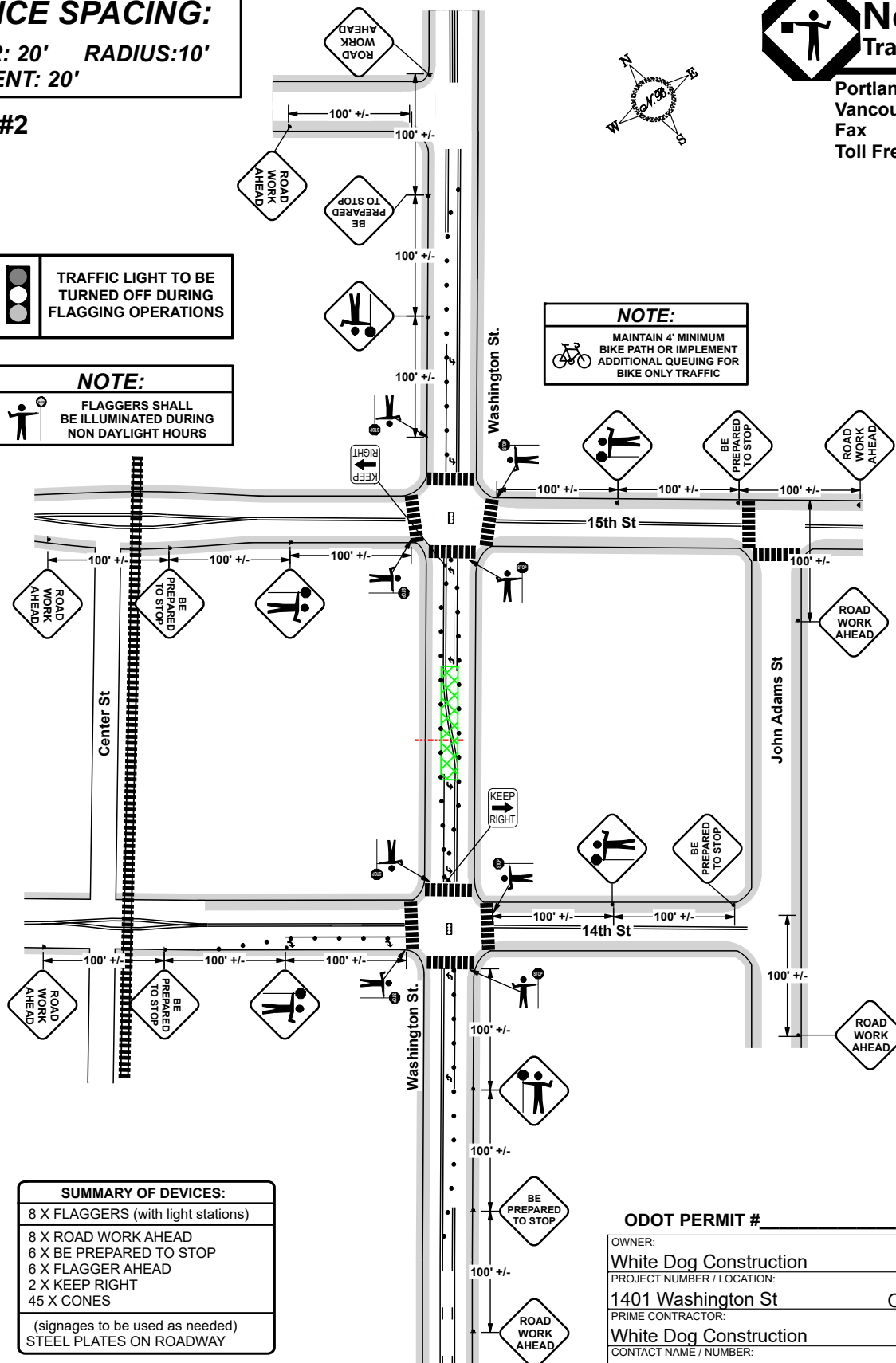
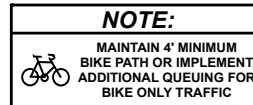
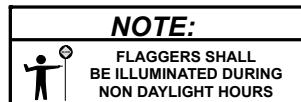
TAPER: 20' RADIUS: 10'

TANGENT: 20'

Page #2



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SUMMARY OF DEVICES:
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8 X ROAD WORK AHEAD
6 X BE PREPARED TO STOP
6 X FLAGGER AHEAD
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45 X CONES
(signages to be used as needed)
STEEL PLATES ON ROADWAY

ODOT PERMIT # _____

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PROJECT NUMBER / LOCATION:	CITY / STATE:
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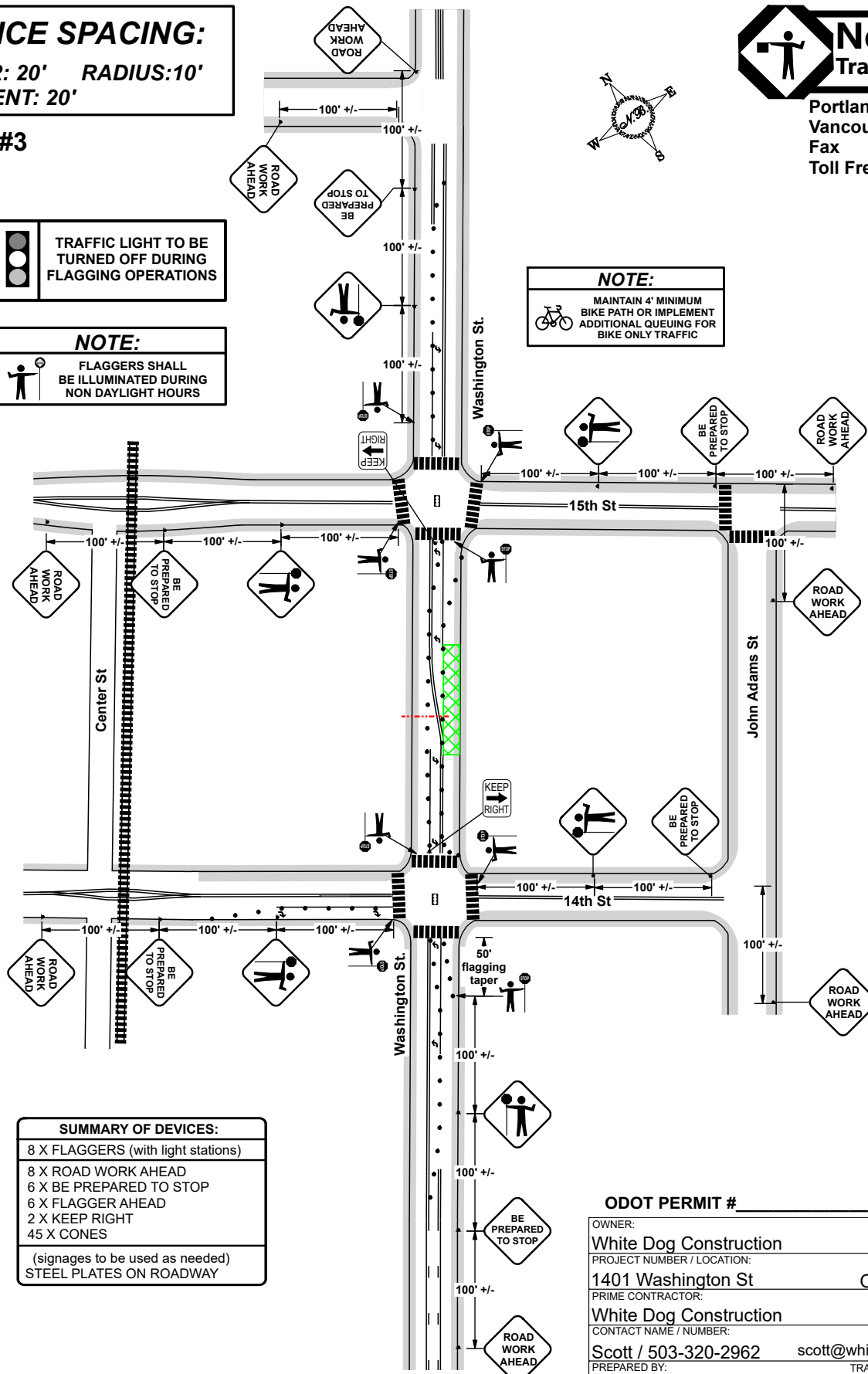
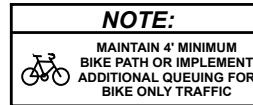
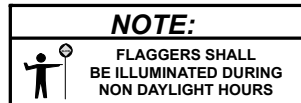
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DEVICE SPACING:

TAPER: 20' RADIUS: 10'

TANGENT: 20'

Page #3



SUMMARY OF DEVICES:
8 X FLAGGERS (with light stations)
8 X ROAD WORK AHEAD
6 X BE PREPARED TO STOP
6 X FLAGGER AHEAD
2 X KEEP RIGHT
45 X CONES
(signages to be used as needed)
STEEL PLATES ON ROADWAY

ODOT PERMIT # _____

OWNER:	PROJECT / JOB NUMBER:
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PROJECT NUMBER / LOCATION:	CITY / STATE:
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FILE DATE: 08/17/2021

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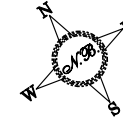
DEVICE SPACING:

TAPER: 20' RADIUS: 10'

TANGENT: 20'



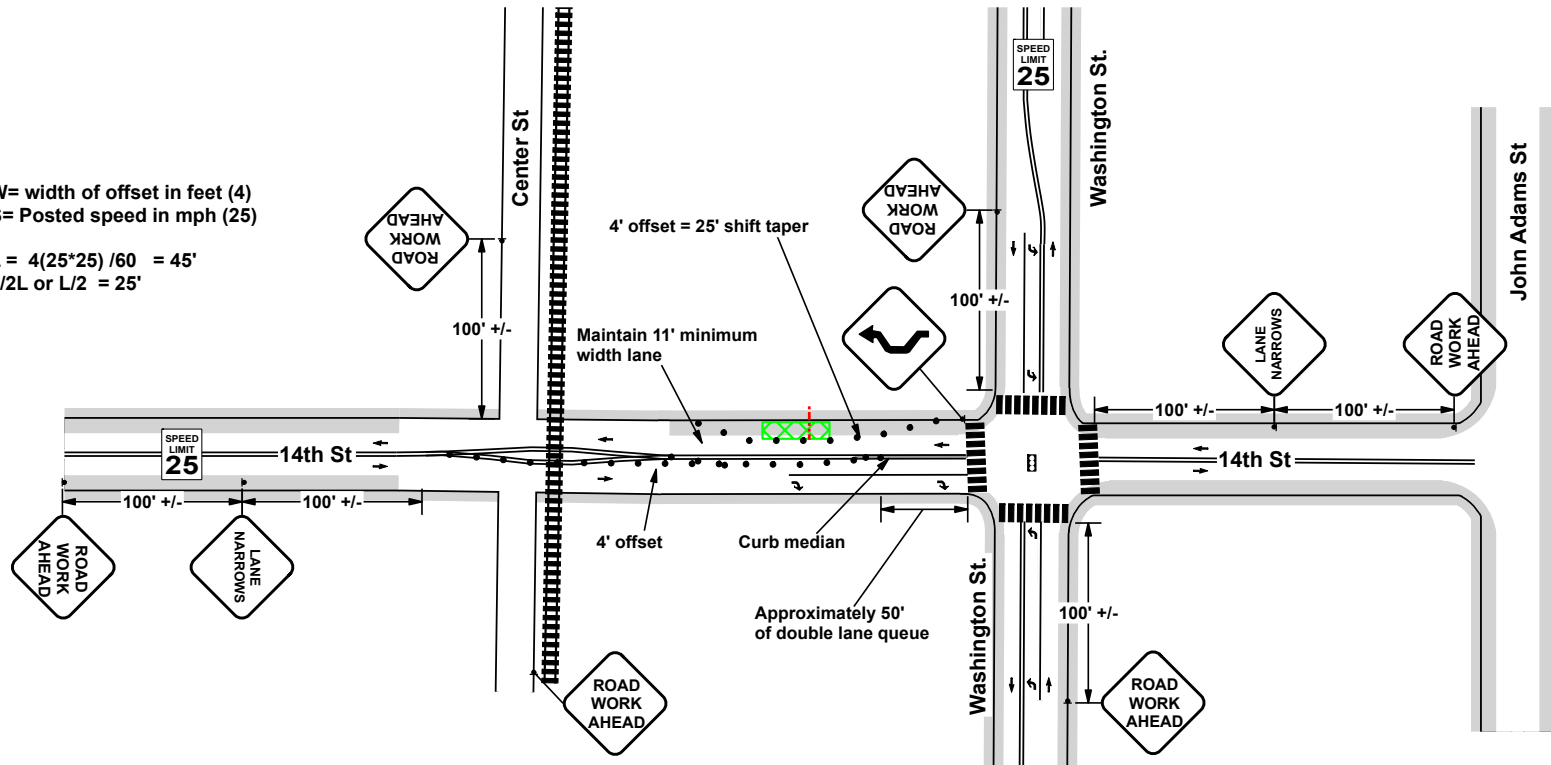
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W= width of offset in feet (4)
 S= Posted speed in mph (25)

$$L = 4(25 \times 25) / 60 = 45'$$

$$1/2L \text{ or } L/2 = 25'$$

**SUMMARY OF DEVICES:**

6 X ROAD WORK AHEAD
 2 X LANE NARROWS
 1 X DOUBLE REVERSE CURVE LEFT
 25-30 CONES

ODOT PERMIT #

OWNER:	PROJECT / JOB NUMBER:
White Dog Construction	
PROJECT NUMBER / LOCATION:	CITY / STATE:
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PRIME CONTRACTOR:	
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07634	012780
	Nathan@nwcti.com

FILE DATE: 08/17/2021

EDITED: 09/10/2021

All signs and devices **SHALL** conform to the MUTCD / OTTCH.
 Will adjust to fit field conditions.
 Plan NOT to scale.



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: 01/05/2022

SUBJECT:

Amendment No. 1 to the Personal Services Agreement with Century West Engineering for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project (CI 20-010)

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 1 to the Personal Services Agreement with Century West Engineering for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project (CI 20-010) in the amount of \$73,512.00 for construction services.

EXECUTIVE SUMMARY:

Amendment No. 1 for modifications to the scope of work on the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project.

BACKGROUND:

On December 2, 2020, the City entered into a Personal Services Agreement with Century West Engineering, in the amount of \$282,230.00 for design and bidding services of the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project.

The City's 2014 Sanitary Sewer Master Plan calls for an Infiltration and Inflow (I/I) Abatement Program to reduce surface and subsurface water that is entering the sanitary sewer collection system. I/I is a problem because clean water is being conveyed to the wastewater treatment plant and the additional flow can raise rates unnecessarily to the customers. Infiltration typically occurs through holes, cracks, joint failures, and faulty connections in pipes or manholes because of age or disturbance.

From flow metering, smoke testing, and tv inspections, the city has identified the Rivercrest Neighborhood as one of the two areas where the sanitary system shows leakage and excessive flow resulting from I/I. This calls for a sanitary sewer rehabilitation project. The proposed rehabilitation project will be considered a pilot project to better confirm the effects of various elements of the project. Rehabilitation will

include approximately 14,000 linear feet of mainline sewer pipes that range in size from 4-inch to 10-inch, 38 manholes, and approximately 214 sewer service laterals in City right-of-way. Trenchless methods such as pipe bursting and cured-in-place pipe (CIPP) lining of the mainlines and laterals were taken into consideration during the design phase.

Design of the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project began in January 2021. During design, the City decided to split the project into multiple phases based on methods of rehabilitation or replacement to achieve better bid results. The different methods of rehabilitation require specialty contractors to perform the work, therefore, the approach is to package the construction plans such that bids came from contractors appropriate for the work. Phase 1 includes CIPP lining, and Phase 2 includes new pipe replacement by way of horizontal directional drilling and open-cut replacement located in the rear yards of properties on Eastfield Drive. As work progresses on the project, the following modifications have been identified and negotiated with the consultant:

Amendment No. 1, for a total of \$73,512.00 includes the following:

- Addition of construction administration, engineering and inspection services during the construction phases of Phase 1 and Phase 2.

Over the course of this project, the City has added a variety of work items, all of which provide value to the community. The original contract price was awarded at \$282,230.00. The net increase of Amendment No. 1 is \$73,512.00, resulting in a contract price with amendments equal to \$355,742.00.

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: \$73,512.00

FY(s): 2021-2022

Funding Source(s): Sewer Fund

Term of Contract: December 7, 2020 through December 31, 2022

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

SANITARY SEWER I/I REHABILITATION – RIVERCREST BASIN PROJECT (CI 20-010)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **CENTURY WEST ENGINEERING**, hereinafter called "PS Consultant," which was previously entered into on **December 7, 2020** ("Contract") for **SANITARY SEWER I/I REHABILITATION – RIVERCREST BASIN PROJECT** and Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

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

The Scope of Work is being amended as outlined in Amendment 1 Exhibit A.

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

The Duration of Contract is being extended from December 31, 2021 through **December 31, 2022.**

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-three thousand, five hundred twelve dollars and no cents (\$73,512.00)**. The total not to exceed amount of the Agreement shall be **three hundred fifty-five thousand, seven hundred forty-two dollars and no cents (\$355,742.00)**.

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

CITY OF OREGON CITY

CENTURY WEST ENGINEERING

By: _____

John M. Lewis, P.E.

Title: Public Works Director

DATED: _____, 20____.

By: _____

Anthony J. Konkol III

Title: City Manager

DATED: _____, 20____.

By: _____

Name: _____

Title: _____

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL:

DATE: 12/15/2021

SCOPE OF WORK

Task 6 – Construction Period Services

Century West Engineering shall provide construction administration, inspection, and post-construction services for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phases 1 and 2 (OC Project # CI 20-010).

A Construction Manager (CM) and Resident Engineer (RE) will be provided for the duration of both project phases. It is assumed that the project construction periods of Phase 1 and Phase 2 will be 15 weeks and 9 weeks respectively, for a total of 24 work weeks.

6.1 CONSTRUCTION ENGINEERING

General Administration of Construction Contract

Provide for and perform project administration and management activities. These activities will include the following:

- A. Managing the project scopes, schedules, and budgets.
- B. Coordinating during the project phases with City staff.
- C. Billing with task breakdown and project phase summary reports highlighting work progress, upcoming project activities, unresolved issues, and current budget status, will be submitted to the City on a monthly basis.

Pre-construction Conference

- A. Arrange, organize, prepare for, and conduct two (2) preconstruction conference, one for each phase. Attendees shall include the CM, RE, City staff, the Contractor, affected utility staff, and other parties with interest in the project construction. Meeting minutes will be prepared and distributed.
- B. Obtain and review the project phase construction schedules from the Contractor prior to the pre-construction conference.

Construction Progress Meetings

Construction progress meetings with Contractor, CM, RE, and City staff will be important to facilitate communication during both project phases. The CM will attend and facilitate weekly meetings over the anticipated 18-weeks of active construction. Tasks to be accomplished include assisting with resolving project difficulties, reviewing the progress of the work, and confirming that the work is proceeding in accordance with the contract documents.

Respond to RFIs

CM or RE to provide responses in a timely manner to Requests for Information (RFIs). It is assumed that up to five (5) RFIs will be issued for both phases of the project.

Change Orders (Phases 1 and 2)

Manage and provide responses in a timely manner and prepare necessary Change Orders (CO's) which shall include a cost estimate, cost/price analysis, description of work and schedule impacts. It is anticipated that a total of up to two (2) change orders will be processed during both phases the project.

Submittal Review

CM to provide submittal responses in a timely manner. A tracking spreadsheet of all required submittals shall be prepared and provide to the Contractor at the pre-construction meeting of each phase. It is anticipated that twenty-four (24) submittals for Phase 1 and twelve (12) submittals for Phase 2 will be reviewed, which will include material/product submittals, Traffic Control Plans (TCP) and Temporary Pedestrian Accessible Route Plans (TPARP).

Clarifications and Interpretations

CM to provide clarification and interpretation of the contract documents to the RE, Contractor, and City staff.

Pay Request Review

CM and RE shall review the Contractor's applications for payment and make recommendations for payment to the City. It is assumed that up to six (6) pay requests, including the final payment requests, will be received and reviewed. Pay requests shall be prepared on City's standard forms.

6.2 CONSTRUCTION INSPECTION

The RE will provide on-site construction inspection through the construction period of both phases when active work is in progress. The RE will perform the following:

- A. Prepare daily construction inspection reports and submit to the City on a weekly basis. Supplement the inspection reports with electronic photos taken as frequently in time and location along the project route as needed to document key features construction progress, techniques, equipment used and information that supports markings on record drawings. These reports will document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided to the construction contractor, weather conditions, equipment use, labor requirements, safety problems, and required changes.
- B. Observe quality control activities.
- C. Assist with quantity verification.
- D. Review daily acceptance testing (all testing to be provided by the Contractor).
- E. Report non-compliance issues to the CM.
- F. Monitor Contractor's compliance with the TCP, TPARP and the Erosion and Sediment Control Plan (ESCP).

For budgeting purposes, up to 300 hours of construction inspection by the RE will be provided. This assumes half day inspection for 13 weeks (prior to surface restoration) and full day visits for 1 week during surface restoration. It is anticipated that there may be overlap between the two phases project. If overlap where to occur, it may result in a reduction to total inspection time.

6.3 PROJECT CLOSEOUT

Final Review and Inspection

Prepare for and conduct a preliminary review and inspection of each project phase. Prepare a "punch list" of work items remaining to achieve final completion of the project and prepare for City acceptance. The City, CM, and the RE will conduct two (2) final inspection walk-throughs to confirm all items have been completed. Advise the City and the Contractor of the dates for any warranty periods as established in the contract documents.

Claims Support

Notify the City of any potential or actual claims or protests by the Contractor. Coordinate with City staff and legal counsel as necessary regarding these matters. Provide additional services as requested to evaluate an unreasonable claim or an excessive number of claims submitted by the contractor or others in connection with the project or to assist the City in any legal matters associated with the above.

Record Drawings

Upon completion of each phase of construction, prepare and submit to the City redlined record drawings, based upon the construction records of the Contractor and RE.

Sanitary Sewer I/I Rehabilitation - Rivercrest Basin Project: Phases 1 and 2 12/1/2021		Century West Engineering (CWE)							
Task Code	Task Description	Total Hours	Const. Manager \$209.00	Sr. Proj. Engineer \$152.00	Resident Engineer \$115.00	Engineer-in- Training 1 \$99.00	Project Coord. 1 \$86.00		
									Budgeted Cost
Task 1	Construction Period Services								
1.1	Construction Engineering								
	General Administration	16	12				4	\$	2,852.00
	Pre-Construction Conference	8	8		8			\$	2,592.00
	Construction Progress Meetings	48	36		36			\$	11,664.00
	Respond to RFIs	18	2	8		8		\$	2,426.00
	Change Orders	14	2	8		4		\$	2,030.00
	Submittal Review	42	6	36				\$	6,726.00
	Clarifications & Interpretations	8	2	6				\$	1,330.00
	Pay Request Review	8	2	6				\$	1,330.00
1.2	Construction Inspection	300			300			\$	34,500.00
1.3	Project Closeout	54	10	8	12	24		\$	7,062.00
	Task 1 Subtotals	516	80	72	356	36	4	Labor Subtotal	\$ 72,512.00
Expenses									
	Fees, Prints, Mileage, Postage		\$ 1,000.00						\$ 1,000.00
									\$ -
	Expenses Subtotal		\$ 1,000.00						Expenses Subtotal \$ 1,000.00
	Hour Subtotals:	516	80	72	356	36	4	Labor Subtotal \$72,512.00 Expenses Subtotal \$1,000.00	
	Labor Cost Subtotals		\$16,720.00	\$10,944.00	\$40,940.00	\$3,564.00	\$344.00		
	Company Subtotal, Incl. Expenses		\$73,512.00						
								Total Cost Labor + Expenses)	\$73,512.00

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

SANITARY SEWER I/I REHABILITATION – RIVERCREST BASIN PROJECT (CI 20-010)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and CENTURY WEST ENGINEERING ("Consultant").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2021** unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **two hundred eighty-two thousand, two hundred and thirty and no/100 dollars (\$282,230.00)**.

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

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

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

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

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

To the City:

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

To Consultant:

Century West Engineering
5500 Meadows Road, Suite 250
Lake Oswego, OR 97035
Attention: Matt MacRostie

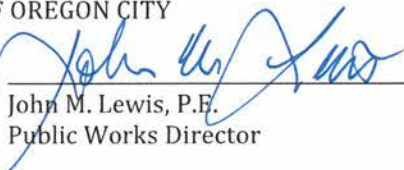
Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

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 7th day of December, 2020.

CITY OF OREGON CITY

By:


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

DATED: _____, 20__.

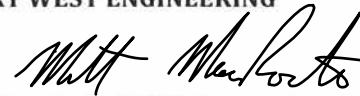
By:


 Anthony J. Konkol III
 Title: City Manager

DATED: 12-2, 2020.

CENTURY WEST ENGINEERING

By:


 Name: Matt MacRostie

Name:

Title: Vice PresidentDATED: 12/7, 2020.

ORIGINAL CITY COMMISSION APPROVAL (IF
 APPLICABLE):

DATE: December 2, 2020

APPROVED AS TO LEGAL SUFFICIENCY:

By:


 Title: City Attorney

\\depot\Departments\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 20-010 Sanitary Sewer I&I Rehabilitation - Rivercrest Basin\CONSULTANT\Contract\Contract - CI 20-010 - Century West Engineering.docx

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7b.

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 7b.

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 7b.

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 7b.

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 7b.

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

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

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

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

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

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

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



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 01/05/2022

SUBJECT:

Personal Services Agreement with Wallis Engineering for the Main Street Waterline Replacement: 10th to 15th (CI 21-007)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Wallis Engineering in the amount of \$249,026.61 for design services, preparation of bid documents, and construction services for the Main Street Waterline Replacement: 10th to 15th (CI 21-007).

EXECUTIVE SUMMARY:

The project will replace the last section of old 8" cast iron waterline on Main Street. New water services and fire hydrants will be installed, and those buildings that have sprinkler systems will have new fire lines installed to the structure. In addition, a section of the sanitary sewer will be replaced on 14th Street between Main Street and Center Street.

BACKGROUND:

The project is identified in the 2012 Water Master Plan (CIP 11) and in the 2012 Water Distribution System Master Plan Amendment in 2021 (Map ID 36). The section from 6th Street to 10th Street was completed during the Main Street Improvements project in approximately 2010. The project will replace the last section of old 8" cast iron waterline on Main Street. New water services and fire hydrants will be installed, and those buildings that have sprinkler systems will have new fire lines installed to the structure. In addition, a small section of the sanitary sewer system will be replaced on 14th Street between Main Street and Center Street. The sewer replacement will remove a nonstandard "whip" or curve in the sewer pipe configuration.

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

The project is scheduled to be designed in Spring/Summer 2022 with construction anticipated in Fall/Winter/Spring 2022/23.

Wallis Engineering is a consultant on the City's shortlist to prepare bid documents for capital improvement projects.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$249,026.61

FY(s): 2021/22 & 2022/23

Funding Source(s): Water Fund and Sanitary Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

MAIN STREET WATERLINE IMPROVEMENTS – 10TH TO 15 (CI 21-007)

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

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **June 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 on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **two hundred forty-nine thousand, twenty-six dollars and sixty-one cents (\$249,026.61)**.

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

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

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

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

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

To the City:

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

To Consultant:

WALLIS ENGINEERING, PLLC
215 W. 4th Street, Suite 200
Vancouver, WA 98660
Attention: Jane Vail

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

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

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

CITY OF OREGON CITY

WALLIS ENGINEERING, PLLC

By: _____

John M. Lewis, P.E.

Title: Public Works Director

DATED: _____, 20____.

By: _____

Name: _____

Title: _____

DATED: _____, 20____.

By: _____

Anthony J. Konkol III

Title: City Manager

DATED: _____, 20____.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

\\depot\Departments\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 21-007 Main Street Waterline Improvements - 10th -15th\CONSULTANT\Contract\Contract - Wallis Engineering CI 21-007.docx



EXHIBIT A: SCOPE OF WORK

City of Oregon City | Main Street Waterline Improvements
December 2021 | WE#1535A

PROJECT BACKGROUND

This project consists of replacing an existing water system in the City of Oregon City on Main Street between 10th Street and 15th Street. The proposed improvements are listed below:

- Replace the existing water main with approximately 1,740 LF of new 8-inch (or 12-inch if desired by the City) ductile iron water main and appurtenant items such as services, PRVs, hydrants and fire service lines;
- Replace the existing waterlines between Main Street and OR99E on 13th Street and 14th Street. Alternatively, the City may elect to install long water services to serve the properties on these streets in lieu of water main installation.
- Connect the new water main to the existing water mains on all side streets.
- Replace approximately 70 LF of the existing sanitary sewer line with new 8-inch sanitary sewer on 14th Street east of Main Street to remove the existing sewer “whip.”
- Coordinate fire line replacements with existing properties with existing basements.
- Complete surface restoration as required.
- Complete full road width pavement rehabilitation on 14th Street between OR99E and Center Street, and on Main Street between 14th and 15th Street.
- Complete pedestrian ramp improvements at all four corners of 14th and Main Street, and at one corner of 15th and Main Street.
- Provide construction administration and inspection support as requested by the City.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until June 30, 2023.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. The project team is listed below, with the responsibilities which they will complete.

Consultant	Responsibilities
Wallis Engineering (Wallis)	Civil Engineering
Compass Land Surveying (Compass)	Surveying
NV5	Geotechnical Engineering
VacX	Utility Design Potholing

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 1.1 Define Project Objectives

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

Task 1.2 Project Management and Administration

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

- Manage and update the project design schedule through the duration of the contract.
- Prepare monthly status reports and schedule updates to be included with consultant invoices.
- Coordinate project team meetings and prepare meeting agendas and meeting minutes. This task assumes the following meetings:
 - 50% Design Review Meeting
 - 90% Design Review Meeting
- Coordinate anticipated construction impacts with Trimet.

Task 1.3 Utility Coordination

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

- Develop a utility contact information list and email project information letters to all utility companies involved to explain nature of the work.
- Coordinate with private utility providers for relocation of existing utilities as necessary.
- Submit applicable plans to the affected private utility providers. Utility Conflict notices will be sent to utilities following the 50% and 90% design submittals.
- Maintain a record of correspondence with utility companies.

Task 1 Assumptions:

- Design phase of the project is assumed to be from January 2022 – September 2022.
- Construction phase of the project is assumed to be from November 2022 – April 2023.
- City project manager will complete all stakeholder coordination, public involvement, and lead all necessary permitting efforts.
- The City will obtain all needed Temporary Construction Easements.
- Two Wallis Engineering staff members will attend each design review meeting. The review meetings are assumed to be no more than two hours each.
- All meetings with City staff will be held at the City's offices or other venue of City's choice.

Task 1 Deliverables:

- Project scope and schedule
- Monthly progress reports will be submitted with invoices and will include a summary of work completed within the invoice month
- Utility contact list and correspondence
- 50% Design Review Meeting Minutes
- 90% Design Review Meeting Minutes

TASK 2 DATA COLLECTION AND EVALUATION

Objective: Collect site and facility information sufficient to analyze the existing system and prepare a comprehensive base map for design.

Task 2.1 Data Collection and Review

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

- Utility GIS Records
- Water System Master Plan
- As-built drawing information, as available;
- Existing field conditions
- City billing records for service sizes, PRV presence and Backflow Device presence
- Information collected as part of previous work efforts on Main Street

Task 2.2 Field Topographic Survey and Base Map

The underground public utilities in this portion of the project were previously mapped in 2010 by Compass in an earlier project for the City of Oregon City. Since the 2010 mapping, there have been known changes regarding public utility installations. However, there is no available information regarding private utility modifications since the original survey. Following completion of a utility locate request, Wallis and Compass will review the utility markings relative to the original mapping along the corridor to determine the extent of any underground public utility changes. Additional information will be collected and modifications to the original survey will be completed if utility changes from the previous survey are observed. This task assumes that approximately 50% of the existing utilities in the project corridor have been modified since the original survey and will require updated data collection.

New mapping of existing surface and subsurface will be performed at the four corners of the intersection of 14th and Main and at the southwesterly corner of 15th and Main Street to facilitate pedestrian improvement design. Additional mapping will be performed to locate the curb lines and underground public utilities in both 13th Street and 14th Street from Main Street to the easterly border of McLoughlin Blvd. This task will also include full right of way topographic mapping of 14th Street between OR99E and the approximate easterly line of Center Street.

Task 2.2A Additional Field Topographic Survey (Contingency Task)

Task 2.2 above assumes that only minor changes have been made to existing private utilities since the original survey in 2010 was completed. Following review of the utility locates, the City will be notified if it appears that more than 50% of the existing utilities mapped in 2010 require additional survey. This task will only be authorized with written direction of the City.

Task 2.3 *Pre-Construction Monumentation Survey*

The prior survey of record along the corridor of this project which runs between 10th and 15th Streets was filed in conjunction with the 2010 Main Street Mapping Project as SN 2011-140. Since that time, there have been monumentation changes along the project's limits. Compass will first search for all prior control and monuments of record shown on SN 2011-140 and will also search for any new monuments which have been established along the project corridor.

Following preliminary design, a Pre-Construction Record of Survey will likely be required to be filed with the county surveyor. The purpose of this survey will be to provide a record of all found monuments in the vicinity of proposed construction which may be disturbed or destroyed as a result of said construction. If, after preliminary design, it is determined that there is little to no risk of existing monuments being disturbed by construction, completion and filing of the survey will not be required.

Task 2.4 *Geotechnical Investigations and Pavement Design*

NV5 will conduct investigations of the existing pavement, provide analysis of collected data and provide pavement rehabilitation recommendations for full width surfacing improvements. Scope of work to include:

- Field locate core exploration locations, request One-Call locates, and obtain permits through the City
- Complete three pavement borings up to 10-feet below ground surface or refusal on Main Street between 10th Street and 15th Street to investigate the pavement and subgrade conditions.
- Conduct laboratory testing of moisture content from one sample from each pavement boring and Atterberg limits test as required.
- Complete dynamic cone penetrometer tests (DCP) at the exploration locations
- Conduct GPR tests in the outside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna within the project limits being considered for rehabilitation.
- Review and discuss traffic information and estimates with the project team for each street section
- Estimate 15-, and 20-year pavement design ESAL based on City data and our assumptions
- Estimate required and existing pavement capacity based on traffic information, sub-surface explorations, GPR, and DCP results.
- Provide recommendations for pavement rehabilitation
- Provide recommendations for materials and construction
- Complete a draft and final letter report.

Task 2.5 *Existing Basement Research and Evaluation*

Review available records and previous investigations to identify existing basements adjacent to the work site. Coordinate access to each basement with property owners and the City to evaluate existing conditions, determine presence of backflow devices and identify fire line replacement needs.

Task 2.6 *Subsurface Utility Investigations*

VacX will collect information on existing subsurface utilities for up to thirteen (13) locations which will be identified following the 50% Design submittal. Collected information will include depth, size and confirmation of horizontal location. All excavations will be less 8-feet in depth and will be conducted in accordance with City Standards. VacX will provide traffic control plans to the City for approval and will restore excavations by utilizing field mixed controlled density fill and hot mix asphalt.

Task 2 Assumptions:

- All as-built/ record drawing information will be provided by the City.
- City will provide record on water service size, meter size, fire line size, PRV presence and backflow device presence.
- No soil corrosivity investigations are required.
- No more than three (3) existing basements will be evaluated.
- Structural Engineering services will not be required to connect water systems at or near existing basement locations.
- Obtaining a permit from the City, providing traffic control plans and traffic control devices/personnel will be required for all onsite investigations that impact public traffic. All permit fees will be paid by the City.
- Investigation work on Main Street will be allowed between 7:00 AM and 6:00 PM and will require lane closures and other traffic control provisions.

Task 2 Deliverables:

- Base map of project site in AutoCAD 2018+ format.
- Existing basement evaluations
- Pre-Construction Monumentation Survey
- Subsurface utility information data reports
- Draft and Final Pavement Rehabilitation Recommendations Letter

TASK 3 DESIGN

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

Task 3.1 50% Design

Prepare a 50% Plan set and Opinion of Cost. The 50% plan set will include the following:

- Cover
- General Notes and Legend
- Preliminary horizontal and vertical (if needed) alignment for all waterline improvements without callouts
- Preliminary water connection details without callouts
- Preliminary pavement rehabilitation methodology.
- Preliminary pedestrian ramp layouts.
- City standard details

The 50% Design package will be submitted to the City in electronic format.

Task 3.2 90% Design

Based on the 50% submittal review comments provided by the City, Wallis will assemble and submit electronic 90% plans, specifications, and opinion of cost to the City for review. The proposed specifications will be based on a contract bid item format and the “2018 Oregon State Department of Transportation Standard Specifications for Construction.”

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

Description	Sheets	Running Total
Cover, Drawing Index	1	1
Legend, General Notes, Traffic Control Notes and Phasing	1	2
Typical Sections	1	3
Traffic Control Plans	4	7
Water Plan and Profile Sheet – Main Street	3	10
Water Plan and Profile Sheet – Side Streets	2	12
Water Connection Details	3	15
Sanitary Plan and Profile Sheet – 14 th Street	1	16
Main and 14 th Street Improvements	2	18
Pedestrian Ramp Improvements	5	23
Details	5	28

Task 3.3 Final Design

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

Task 3 Assumptions:

- No easements will be required.
- No water modeling or capacity verification will be completed. Proposed water main sizing will be provided by the City.
- All pavement restoration for utility excavation will be as identified in the City's standard details. Pavement design will not be required for trench restoration.
- All front-end specifications, and City standard general special provisions will be provided by the City.
- All permitting will be completed by the City.
- Traffic control will not require ODOT permit approval.
- Traffic Control Plans will be generated to identify the intent of traffic control configurations for the major work elements. The Contractor will ultimately be responsible to add additional detail to prepared traffic control plans for their implementation during construction.

Task 3 Deliverables:

- Electronic versions of the 50% plans and estimate
- Electronic versions of the 90% plans, specifications, and estimate
- Electronic versions of the final plans, specifications, and estimate

TASK 4 BIDDING AND CONSTRUCTION SERVICES

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

4.1 Project Bidding and Award

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

4.2 Construction Administration

Wallis Engineering will provide construction administration as follows:

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

4.3 Construction Engineering and Field Inspection

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

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

4.4 Record Drawings

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

4.5 Post Construction Monumentation Survey

Compass will complete a Post Record of Surveys as needed based on the proposed improvements, ORS 209.155 and 209.250. Records will be filed with the Clackamas County Surveying office as applicable. This task also includes services to replace any monuments that are disturbed during construction.

If monuments are not disturbed during construction, efforts to replace monuments as described above will not be completed or billed.

Task 4 Assumptions:

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

Task 4 Deliverables:

- Pre-Construction Meeting Minutes
- Addenda (as needed)
- Recommendation of Award
- Weekly construction meeting minutes
- Monthly pay estimates and recommendations
- Submittal comments and response log
- Inspector's daily report for each working day of inspection
- Final Punch List and Recommendation of Final Acceptance
- Electronic version of Record Drawings in PDF and AutoCAD version 2018 format
- Post Construction Record of Survey

P:\15\1535A OC Main St. Waterline\100 Agmt\102 Working Docs\Prime\1535A Scope of Work Rev 1.docx

Fee Estimate
City of Oregon City | Main Street Waterline Improvements
December 2021 | WE# 1535A

		EM3	EM2	PE3	SE3	T3	A6	A4	Wallis Labor	Expenses	Subconsultants			Total
											Compass	NV5	VacX	Cost
		\$199.09	\$193.47	\$142.85	\$122.60	\$121.47	\$116.98	\$98.98						
Task 1	Project Management and Administration													
1.1	Define Project Objectives	2	6					1	\$ 1,657.98					\$ 1,657.98
1.2	Project Management and Administration	0	22	0	8	0	5	5	\$ 6,316.94	\$ 65.00	\$ -	\$ -	\$ -	\$ 6,381.94
1.3	Utility Coordination		4	4	16				\$ 3,306.88					\$ 3,306.88
	TASK 1 SUBTOTAL	2	32	4	24	0	5	6	\$ 11,281.80	\$ 65.00	\$ -	\$ -	\$ -	\$ 11,346.80
Task 2	Data Collection and Evaluation													
2.1	Data Collection and Review		4		20				\$ 3,225.88	\$ 35.00 (M)				\$ 3,260.88
2.2	Field Topographic Survey and Base Map		1		4	4			\$ 1,169.75	\$ 35.00 (M)	\$ 39,808.00			\$ 41,012.75
2.2A	Additional Field Topographic Survey (Contingency Task)								\$ -		\$ 8,873.00			\$ 8,873.00
2.3	PreConstruction Monumentation Survey		2			1			\$ 508.41		\$ 3,432.00			\$ 3,940.41
2.4	Geotechnical Investigations and Pavement Design		4		2				\$ 1,019.08			\$ 10,962.00		\$ 11,981.08
2.5	Existing Basement Research and Evaluation		8		12				\$ 3,018.96	\$ 65.00 (M)				\$ 3,083.96
2.6	Subsurface Utility Investigations		2		8				\$ 1,367.74	\$ 65.00 (M)			\$ 23,023.00	\$ 24,455.74
	TASK 2 SUBTOTAL	0	21	0	46	5	0	0	\$ 10,309.82	\$ 200.00	\$ 52,113.00	\$ 10,962.00	\$ 23,023.00	\$ 96,607.82
Task 3	Design													
3.1	50% Design	2	20	28	52	56		2	\$ 21,642.86	\$ 35.00 (M)				\$ 21,677.86
3.2	90% Design	4	24	40	48	36		4	\$ 21,807.28	\$ 35.00 (M)				\$ 21,842.28
3.3	Final Design	2	12	20	20	20		4	\$ 10,854.14					\$ 10,854.14
	TASK 3 SUBTOTAL	8	56	88	120	112	0	10	\$ 54,304.28	\$ 70.00	\$ -	\$ -	\$ -	\$ 54,374.28
Task 4	Bidding and Construction Services													
4.1	Project Bidding and Award		6	8				2	\$ 2,501.58					\$ 2,501.58
4.2	Construction Administration		136		14			2	\$ 28,226.28	\$60.00 (M)				\$ 28,286.28
4.3	Construction Engineering and Field Inspection		24	32	303				\$ 46,362.28	\$ 2,180.00 (M)				\$ 48,542.28
4.4	Record Drawings		4		4	6			\$ 1,993.10					\$ 1,993.10
4.5	Post Construction Monumentation		1						\$ 193.47		\$ 5,181.00			\$ 5,374.47
	TASK 4 SUBTOTAL	0	171	40	321	6	0	4	\$ 79,276.71	\$ 2,240.00	\$ 5,181.00	\$ -	\$ -	\$ 86,697.71
	Project Subtotal	10	280	132	511	123	5	20	\$ 155,172.61	\$ 2,575.00	\$ 57,294.00	\$ 10,962.00	\$ 23,023.00	\$ 249,026.61

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

FEE SUMMARY	
Wallis Labor	\$ 155,172.61
Wallis Expenses	\$ 2,575.00
(M) = Mileage at current IRS Rate, (P) = Printing	
Subconsultants	
Compass	\$ 57,294.00
NV5	\$ 10,962.00
VacX	\$ 23,023.00
NOTE: Fee includes 10% markup	
TOTAL BUDGET	\$ 249,026.61

RATE SCHEDULE

Rate Schedule good through December, 31, 2022

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$158.59	\$158.59
Senior Engineer	\$217.09	\$217.09
Engineering Manager I - VI	\$185.59	\$213.71
Project Engineer I - IX	\$131.60	\$183.34
Staff Engineer I - IV	\$106.86	\$129.35
Engineering Intern I - III	\$66.36	\$73.11
Designer	\$125.98	\$152.97
Construction Manager	\$140.60	\$140.60
Inspector	\$98.98	\$115.85
Technician I-IV	\$87.74	\$128.22
Administrative I – VI	\$52.86	\$116.98

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7c.

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 7c.

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

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

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

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

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

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

Page 2 of 5

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7c.

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 7c.

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 7c.

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.

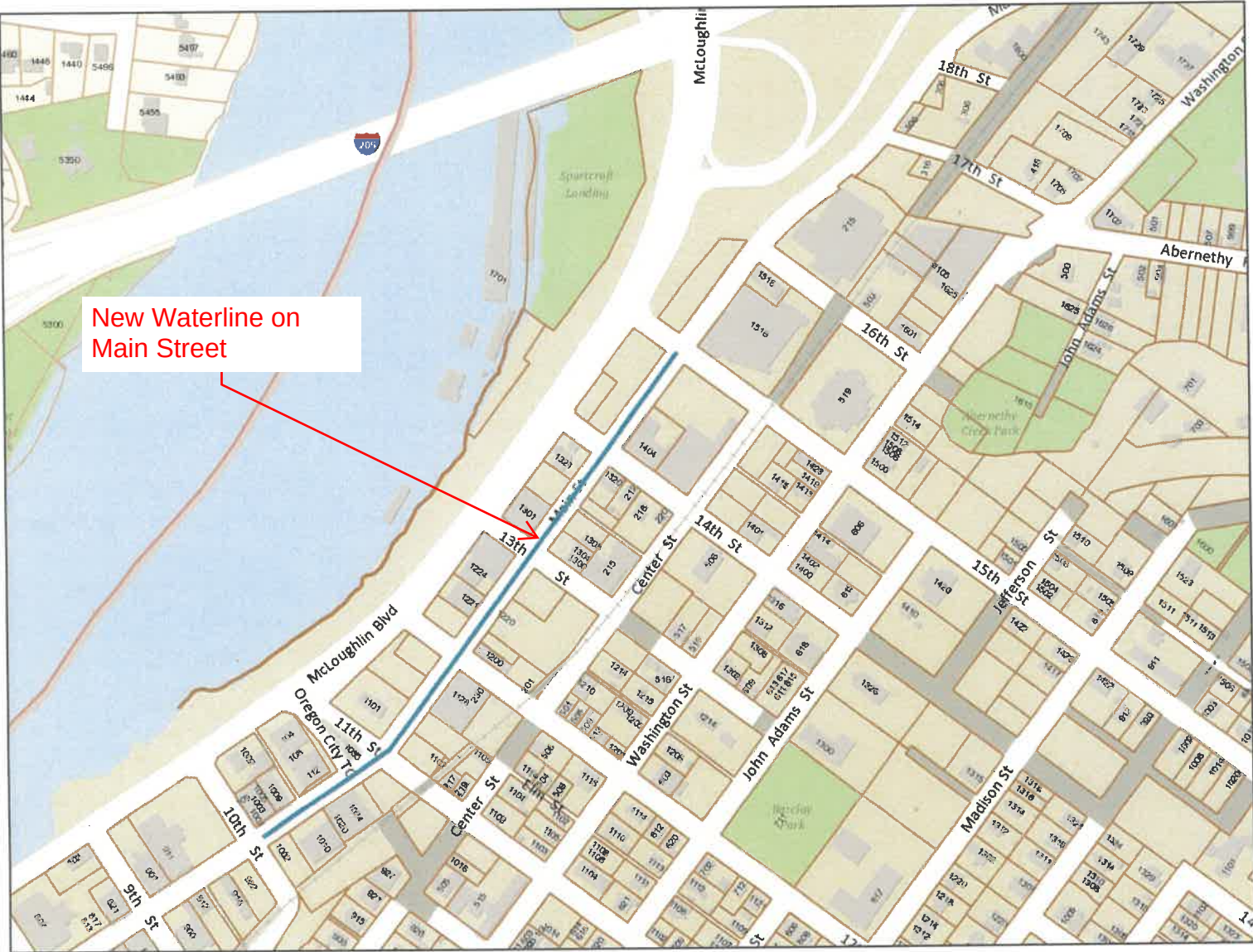
(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over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

Oregon City GIS Map



New Waterline on Main Street

Legend

Street Names

Taxlots

Taxlots Outside UGB

Unimproved ROW

City Limits

UGB

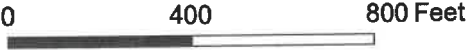
Basemap

Notes



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

Map created 12/22/2021



1: 4,800

Waterline Replacement 10th to 15th

City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.orcity.org





CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 01/05/2022

SUBJECT:

Change Order No. 1 for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 1 (CI 20-010)

STAFF RECOMMENDATION:

Authorize the City Manager to execute Change Order No. 1 in the amount of \$244,970.00 for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 1 (CI 20-010).

EXECUTIVE SUMMARY:

Change Order No. 1 for modifications to the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 1. All contract changes represent work additions (or subtractions) totaling \$244,970.00 and an overall contract increase of 31.1 percent.

BACKGROUND:

On December 15, 2021, the City entered into a Public Improvement Contract with Black Rock Underground, LLC, in the amount of \$787,000.00 to construct the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 1.

The City's 2014 Sanitary Sewer Master Plan calls for an Infiltration and Inflow (I/I) Abatement Program to reduce surface and subsurface water that is entering the sanitary sewer collection system. I/I is a problem because clean water is being conveyed to the wastewater treatment plant and the additional flow can raise rates unnecessarily to the customers. Infiltration typically occurs through holes, cracks, joint failures, and faulty connections in pipes or manholes because of age or disturbance.

The City has identified the Rivercrest Neighborhood as one of the areas where the sanitary system shows leakage and excessive flow resulting from I/I. This calls for a sanitary sewer rehabilitation project. The rehabilitation project is considered a pilot project to better confirm the effects of various elements of the project. Rehabilitation will include approximately 14,000 linear feet of mainline sewer pipes that range in size from

4-inch to 10-inch, 38 manholes, and approximately 214 sewer service laterals in City right-of-way. Trenchless methods such as pipe bursting and cured-in-place pipe (CIPP) lining of the mainlines and laterals were taken into consideration during the design phase.

During design, the City decided to split the project into multiple phases based on methods of rehabilitation or replacement to achieve better bid results. The different methods of rehabilitation require specialty contractors to perform the work, therefore, the approach was to package the plans such that bids came from contractors appropriate for the work. Phase 1 construction was approved by the City Commission on December 15, 2021 and included CIPP lining work.

Phase 2 of the project includes new pipe replacement by way of horizontal directional drilling and open-cut replacement. Phase 2 was pushed ahead of the upcoming larger phase of the project due to frequent maintenance needs (cleaning the line twice a week) and growing concerns of sewer backups from property owners. The project site is in the rear yards of properties on Eastfield Drive, which limited the methods of repair and reconstruction. Upsizing the existing 4" mainline sewer pipe is one of the key objectives of this work. Current standards require new sanitary sewer mainlines to be a minimum of 6" in an easement and 8" in the roadway. The restoration and construction access on private property were also taken into high consideration during the selection of rehabilitation method during the design phase. This Phase 2 work will also include reconnection of service laterals, installation of cleanouts, and three new manholes. Construction will occur only in City right-of-way or within public utility easements.

On November 10 and 12, 2021, 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 December 2, 2021 and no bids were received. As this rehabilitation work is essential and postponing the work any longer could create issues, staff determined the best approach to move forward with Phase 2 construction was to add the work to Black Rock Underground's existing contract from Phase 1 through a change order. Century West Engineering assisted with the negotiations for the additional work.

Change Order No. 1, for a total of \$244,970.00 includes the following Phase 2 work:

- Install, maintain, and remove temporary traffic and pedestrian control and erosion control measures
- Perform all removal of structures and obstructions and earthwork operations
- 53 lineal feet of 6-inch pipe installation
- 281 lineal feet of 8-inch pipe installation primarily using Horizontal Directional Drilling
- 11 sewer service lateral reconnections
- 3 manhole installations
- Perform additional and incidental Work as called for by the Specifications and Plans
- Coordinate work with franchise utility companies

Over the course of this project, the city has added a variety of work items, all of which provide value to the community. The original contract price was awarded at \$787,000.00. The net increase of Change Order No. 1 is \$244,970.00, resulting in a contract price with change orders equal to \$1,031,970.00 which represented a 31.1 percent contract increase. The original contract was 75 days with substantial completion by June 30, 2022, with no net increase of total contract time with Change Order No. 1.

Although this work is being proposed as a change order to facility timely construction, this project was included in the budget and is within the range of anticipated costs for this work.

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: \$244,970.00
FY(s): 2021-2022
Funding Source(s): Sewer Fund

Term of Contract: _____

CONTRACT AGREEMENT

This Agreement, made and entered into this 15th day of December, 2021, 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: **Sanitary Sewer I/I Rehabilitation - Rivercrest Basin Project: Phase 1 (CI 20-010)** 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 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated April 1, 2021 Prevailing Wage Apprenticeship Rates dated April 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 Addendum 1 – dated 11/15/21 All items included within these Contract Documents.
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The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be substantially complete by **June 30, 2022** and ready for final acceptance by **July 8, 2022** as identified in 00180.50(b) of the Special Provisions.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **seven hundred eighty-seven thousand dollars and no cents (\$787,000.00)**.

ARTICLE IV - Warranty and Quality of Work

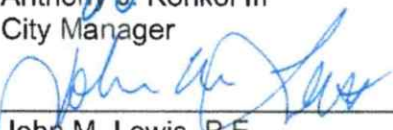
In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified,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

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

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

CITY OF OREGON CITY

by: 
 Anthony J. Konkol III
 City Manager

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

Approved as to Legal Sufficiency:

by: 
 City Attorney

City Commission Award Date:

12/15/2021

BLACK ROCK UNDERGROUND, LLC

Cory Moore
 Printed Name

by: 
 Authorized signature

Owner
 Title

45-4030493
 Federal Taxpayer ID Number

Sole Member
 Title

12/15/2021
 Date

45-4030493
 Federal Taxpayer ID Number

Address:
267 NE 34TH place
Hillsboro, OR 97124

CHANGE ORDER

Item 7d.

No. 1DATE OF ISSUANCE: December 21, 2021 EFFECTIVE DATE _____PROJECT: Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 1OWNER: City of Oregon CityCONTRACTOR: Black Rock Underground, LLC

Contract: _____

OWNER's Contract No. CI 20-010ENGINEER's Project No. 41339.014.01ENGINEER: Century West Engineering**Change Order 1****Item 1.1 – Additional Work**

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

Item 1.1: Additional WorkDescription: All Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 2 work, as defined in the Phase 2 Special Provisions and shown in the Phase 2 Contract Drawings, is to be added to the Phase 1 Contract Documents.Reason for Change Order: The City bid the Phase 2 work and did not receive any bids. In order to expedite the Phase 2 construction, the City is adding the Phase 2 work to the Phase 1 contract.Additional Bid Items:

Item No.	Item Description	Qty	Unit	Unit Cost	Total Cost
2A	Mobilization	1	LS	\$26,000.00	\$26,000.00
3A	Temporary Work Zone Traffic Control Complete	1	LS	\$9,500.00	\$9,500.00
4A	Erosion Control	1	LS	\$7,500.00	\$7,500.00
5A	Rock Excavation	40 (approx.)	CY	\$250.00	\$10,000.00
21	HDD, HDPE, ASTM F714, SDR 17, 8 Inch Pipe	281	FT	\$150.00	\$42,150.00
22	Service Connections	10	EA	\$400.00	\$4,000.00
17A	CLSM Backfill	82 (approx.)	CY	\$350.00	\$28,700.00
23	6 Inch PVC D3034 Pipe	53	FT	\$165.00	\$8,745.00
24	4 Inch PVC Lateral Pipe	75	FT	\$165.00	\$12,375.00
19A	Concrete Sanitary Sewer Manhole	1	EA	\$9,000.00	\$9,000.00
25	Concrete Shallow Manhole	2	EA	\$9,000.00	\$18,000.00
26	Extra for Manholes Over Existing Structures	1	EA	\$9,000.00	\$9,000.00
27	Surface Restoration - 402 Eastfield	1	LS	\$6,000.00	\$6,000.00
28	Surface Restoration - 404 Eastfield	1	LS	\$1,500.00	\$1,500.00
29	Surface Restoration - 406 Eastfield	1	LS	\$1,500.00	\$1,500.00

30	Surface Restoration - 408 Eastfield	1	LS	\$1,500.00	\$1,500.00
31	Surface Restoration - 410 Eastfield	1	LS	\$1,500.00	\$1,500.00
32	Surface Restoration - 412 Eastfield	1	LS	\$1,500.00	\$1,500.00
33	Surface Restoration - 427 Eastfield	1	LS	\$1,500.00	\$1,500.00
34	2 Inch Asphalt Concrete Pavement Repair	4,150	SQFT	\$6.00	\$24,900.00
35	Concrete Surfacing	90	SQFT	\$50.00	\$4,500.00
36	Remove and Rebuild Fence	100	FT	\$60.00	\$6,000.00
37	Wooden Fence	160	FT	\$60.00	\$9,600.00

Item 7d.

Change in Contract Price: The total increase in contract price is \$244,970.00.

Change in Contract Times: No change in contract time. However, Change Order 1 work shall be completed no later than March 1, 2022.

Documents Supporting Changes (attached):

- (1) Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 2 Special Provisions
- (2) Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 2 Contract Drawings

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$787,000.00	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for final payment: <u>75 days, no later than June 30, 2022</u> (days or dates)
Net Increase from previous Change Orders No. <u>0</u> to No. <u>0</u> : \$0	Net change from previous Change Orders No. <u>0</u> to No. <u>1</u> Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Price prior to this Change Order: \$787,000.00	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>75 days, no later than June 30, 2022</u> (days or dates)
Net Increase of this Change Order: \$244,970.00	Net Increase (Decrease) of this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>0</u> (days)
Contract Price with all approved Change Orders: \$1,031,970.00	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>75 days, no later than June 30, 2022</u> (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

Date: _____

Date: _____

EJCDC No. 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 01/05/2022

SUBJECT:

DELL Technologies Contract for Microsoft Software

STAFF RECOMMENDATION:

Authorize the City Manager to Execute the Contract with Dell Technologies in the Amount of \$89,601.06 for the Purchase of Microsoft Software Licenses.

EXECUTIVE SUMMARY:

Staff recommends the execution of the DELL Technologies contract for Microsoft volume licensing and additional services. Procurement of this agreement was obtained through a negotiated Master Price Agreement with MHEC of which the City of Oregon City is a member organization.

BACKGROUND:

In February 2017, the City entered into a three-year agreement with Dell Technologies to purchase Microsoft software volume licensing, maintenance, and Office 365 services. In January 2020, this agreement was renewed for another three-year term. Per the terms of the contract, an Enterprise Update Agreement must be signed, and payment made annually to account for any changes to the quantity of the licenses.

This agreement and its procurement are based on a Master Price Agreement negotiated between Midwestern Higher Education Commission (MHEC) and Dell EMC and is made available to all member states and its cities. The City of Oregon City is considered an eligible member organization. This MHEC Master Price Agreement is valid through February 15, 2024.

OPTIONS:

1. Authorize the execution of the Agreement.
2. Authorize the execution of the Agreement with specific modifications.

3. Deny the Agreement. If the Commission chooses to deny the Agreement, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$89,601.06

FY(s): 2021-2022 and 2022-2023

Funding Source(s): General Fund, IT Budget



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 1031011318007.1
Total \$89,601.06
 Customer # 97629736
 Quoted On Dec. 17, 2021
 Expires by Jan. 15, 2022
 Contract Code 99AGZ

Sales Rep Chris Rodriguez
Phone (800) 456-3355, 6179345
Email Chris_Rodriguez@Dell.com
Billing To ACCOUNTS PAYABLE
 OR-L CITY OF OREGON CITY
 PO BOX 3040
 FINANCE/PERSONNEL DEPT
 OREGON CITY, OR 97045-0304

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
 Chris Rodriguez

Shipping Group

Shipping To

DAVID KNOLL
 OR-L CITY OF OREGON CITY
 CITY OF OREGON CITY
 OREGON CITY, OR 97045-2253
 () -

Product	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	\$17.70	40	\$708.00
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG	\$213.33	77	\$16,426.41
VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC PER USR ALL LANG	\$181.33	200	\$36,266.00
VLA ENTERPRISE CORECAL BRIDGE OFF365 PLATFORM SUBLIC PER USR ALL LNG	\$18.67	80	\$1,493.60

VLA ENTERPRISE CORECAL BRIDGE OFF365 FROMSA PLATFORM SUBLIC PER USR ALL LNG	\$15.64	175	\$2,737.00
VLA ENTERPRISE ENT MOBILE SEC E3 FROMSA SHRDSVR SUBLIC PER USR ALL LANG	\$72.73	25	\$1,818.25
VLA ENTERPRISE AZURE MONETARY COMMIT G PROVISION SHRDSVR MONTHLY SUBLIC ALL LNG	\$0.00	1	\$0.00
VLA ENTERPRISE POWERBIPROGOV SHRDSVR ALNG SUBSVL MVL	\$90.55	3	\$271.65
VLA ENTERPRISE WINDOWS ENT PLATFORM SOFTWARE ASSURANCE ALL LNG	\$42.06	240	\$10,094.40
VLA ENTERPRISE O365GOVE5 SHRDSVR ALNG SUBSVL MVL	\$373.33	3	\$1,119.99
VLA ENTERPRISE ENT MOBANDSEC E3 GCC SHARED ALNG MONTHLYSUB ADDON TO USR CR CAL	\$57.44	255	\$14,647.20
VLA ENTERPRISE WIN SVR DC CORE ALNG SA MVL 2LIC CORELIC	\$125.58	32	\$4,018.56
Subtotal:			\$89,601.06
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$0.00
Taxable Amount:			\$89,601.06
Estimated Tax:			\$0.00
Total:			\$89,601.06

Shipping Group Details

Item 7e.

Shipping To

DAVID KNOLL
OR-L CITY OF OREGON CITY
CITY OF OREGON CITY
OREGON CITY, OR 97045-2253
() -

VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC		\$17.70	Quantity 40	Subtotal \$708.00
Contract # 99AGZ				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	AA982175	-	40	-
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG		\$213.33	Quantity 77	Subtotal \$16,426.41
Contract # 99AGZ				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG	AA982179	-	77	-
VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC PER USR ALL LANG		\$181.33	Quantity 200	Subtotal \$36,266.00
Contract # 99AGZ				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC PER USR ALL LANG	AA982176	-	200	-
VLA ENTERPRISE CORECAL BRIDGE OFF365 PLATFORM SUBLIC PER USR ALL LNG		\$18.67	Quantity 80	Subtotal \$1,493.60
Contract # 99AGZ				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE CORECAL BRIDGE OFF365 PLATFORM SUBLIC PER USR ALL LNG	AA982904	-	80	-
VLA ENTERPRISE CORECAL BRIDGE OFF365 FROMSA PLATFORM SUBLIC PER USR ALL LNG		\$15.64	Quantity 175	Subtotal \$2,737.00
Contract # 99AGZ				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE CORECAL BRIDGE OFF365 FROMSA PLATFORM SUBLIC PER USR ALL LNG	AA982905	-	175	-
VLA ENTERPRISE ENT MOBILE SEC E3 FROMSA SHRDSVR SUBLIC PER USR ALL LANG		\$72.73	Quantity 25	Subtotal \$1,818.25
Contract # 99AGZ				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE ENT MOBILE SEC E3 FROMSA SHRDSVR SUBLIC PER USR ALL LANG	AA982178	-	25	-
			Quantity	Subtotal

Page 58

**VLA ENTERPRISE AZURE MONETARY COMMIT G PROVISION
SHRDSVR MONTHLY SUBLIC ALL LNG**

Contract # 99AGZ

\$0.00 1

Item 7e.

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE AZURE MONETARY COMMIT G PROVISION SHRDSVR MONTHLY SUBLIC ALL LNG	AA982180	-	1	-

			Quantity	Subtotal
		\$90.55	3	\$271.65

**VLA ENTERPRISE POWERBIPROGOV SHRDSVR ALNG SUBSVL
MVL**

Contract # 99AGZ

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE POWERBIPROGOV SHRDSVR ALNG SUBSVL MVL	AA982181	-	3	-

			Quantity	Subtotal
		\$42.06	240	\$10,094.40

**VLA ENTERPRISE WINDOWS ENT PLATFORM SOFTWARE
ASSURANCE ALL LNG**

Contract # 99AGZ

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS ENT PLATFORM SOFTWARE ASSURANCE ALL LNG	AA982173	-	240	-

			Quantity	Subtotal
		\$373.33	3	\$1,119.99

VLA ENTERPRISE O365GOVE5 SHRDSVR ALNG SUBSVL MVL

Contract # 99AGZ

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE O365GOVE5 SHRDSVR ALNG SUBSVL MVL	AA982177	-	3	-

			Quantity	Subtotal
		\$57.44	255	\$14,647.20

**VLA ENTERPRISE ENT MOBANDSEC E3 GCC SHARED ALNG
MONTHLYSUB ADDON TO USR CR CAL**

Contract # 99AGZ

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE ENT MOBANDSEC E3 GCC SHARED ALNG MONTHLYSUB ADDON TO USR CR CAL	AB522523	-	255	-

			Quantity	Subtotal
		\$125.58	32	\$4,018.56

**VLA ENTERPRISE WIN SVR DC CORE ALNG SA MVL 2LIC
CORELIC**

Contract # 99AGZ

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN SVR DC CORE ALNG SA MVL 2LIC CORELIC	AA982174	-	32	-

Subtotal:	\$89,601.06
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$89,601.06

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Contract No.: MHEC-01312021

MASTER PRICE AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
EMC CORPORATION
EFFECTIVE FEBRUARY 15, 2021 through FEBRUARY 15, 2024

THIS AGREEMENT, and amendments and supplements thereto, is made between the Midwestern Higher Education Commission (hereinafter MHEC) located at 105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401, for the benefit of the Eligible Organizations located in the MHEC member states, and EMC Corporation, (hereinafter Dell EMC or Supplier) One Dell EMC Way, Round Rock TX, 78682. For purposes of this Master Agreement MHEC and Dell EMC are referred to collectively as the "Parties" or individually as "Party".

Whereas, the Midwestern Higher Education Compact (Compact) is an interstate compact of twelve Midwestern states, such states being Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin (Member States); and MHEC, a nonprofit 501(c) (3), is a statutorily created governing body of the Compact established for the purposes, in part, of determining, negotiating and providing quality and affordable services for the Member States, the entities in those Member States, and the citizens residing in those Member States; and

Whereas, MHEC has established a Technology Initiative for the purpose of which is to determine, negotiate and make available quality and affordable technology products and services to the not-for-profit and public education related entities in the MHEC Member States; and

Whereas, MHEC has entered into separate agreements with the New England Board of Higher Education (NEBHE) and the Southern Regional Education Board (SREB) and the Western Interstate Commission for Higher Education (WICHE) respectively to allow entities in the NEBHE Member States, SREB Member States, and the WICHE Member States access MHEC's Technology Initiative contracts, including this Master Agreement; and

Whereas, NEBHE Member States refers to any state that is a member, or affiliate member of NEBHE. Current NEBHE Member States are: Connecticut, New Hampshire, Maine, Massachusetts, Rhode Island, and Vermont.

Whereas, SREB Member States refers to any state that is a member or an affiliate member of SREB. Current SREB Member States are: Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; and

Whereas, WICHE Member States refers to any state that is a member or an affiliate member of WICHE. Current WICHE Member States are: Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and U.S. Pacific Territories and Freely Associated States; and

Whereas, Dell EMC offers certain quality technology related products and services; and

Whereas, MHEC conducted a competitive sourcing event for Virtualization and Data Center Modernization MHEC-RFP-03092020 dated March 9, 2020 and upon completion of the competitive process Dell EMC received an award; and

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Therefore, in consideration of mutual covenants, conditions, and promises contained herein, MHEC and Dell EMC agree as follows:

1. Definitions

Resellers: refers to marketing agents, agents or order fulfillers authorized by Dell EMC to provide Products and Services under this Master Agreement. Dell EMC will list Resellers on an internet site accessible to MHEC, its Member States and Eligible Organizations. Dell EMC will provide to MHEC the general criteria used to authorize agents. At any time during the term of this Master Agreement should MHEC protest the inclusion of a firm on this list pursuant to commercially justifiable cause, Dell EMC may require that firm to undergo re-approval.

Dell EMC-branded Products: refers to any information technology Products that are made available under this agreement and are marked with the "Dell EMC" brand, including all Standard Configurations thereof, but does not include any of the following items: (i) accessories or parts added to the Dell EMC-branded hardware products (ii) accessories or parts that are not installed in the Dell EMC factory; or (iv) Third Party Software and Peripheral products.

Documentation: refers to the any documentation made available by Dell EMC to Procuring Eligible Organization relating to any Equipment or Software purchased as well as any manuals relating to the Equipment or Software.

Deliverables: refers to the tangible materials, including reports, studies, base cases, drawings, findings, software, manuals, procedures, and recommendations that Dell EMC delivers to Procuring Eligible Organization under a Statement of Work.

Eligible Organizations: This Master Agreement shall be the framework under which Eligible Organizations can acquire solution offerings consisting as defined in section Products and acquire Services as defined in section Services from Dell EMC. Eligible Organizations shall include:

1. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions;
2. All K-12 schools and school districts;
3. All city, county, and other local governments; and
4. All state governments and their departments.

Eligible Organizations shall also include all not-for-profit private and public institutions and/or systems of higher education; K-12 schools and districts; city, county, and other local governments; and state governments and their departments located within the following other education Compacts in the country; the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE).

Equipment: refers to Dell EMC's full line of a) network and related hardware and components, b) wireless and related hardware and components, c) server and storage and related hardware and components (d) and applicable software made available for sale by Dell EMC to Eligible Organizations under this Master Agreement.

Large Order Negotiated Pricing: refers to the prices or additional discounts that may be offered to specific Eligible Organizations under defined additional terms and conditions. Selection and pricing of large order negotiated pricing shall be by mutual agreement of the Eligible Organization and Supplier. Large Order

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Negotiated Pricing shall apply only to those items that meet the applicable additional terms and conditions negotiated by Supplier and the Eligible Organization.

Promotional Prices: refers to special prices that may be offered nationally or regionally under this Master Agreement to a specific category of customers intended to include similarly situated public entity and institutional Eligible Organizations for defined time periods and in similar quantities under defined terms and conditions.

Order: refers to an Eligible Organization's purchase order or other ordering document evidencing its intent to procure Products or Services from Supplier under the terms and conditions of this Master Agreement.

Procuring Eligible Organization: refers to an Eligible Organization which desires to purchase under this Master Agreement and has executed an Order.

Products: refers to the full line of information technology Equipment, Software and Documentation Dell EMC makes available under this Master Agreement.

Retail Price List: refers to the Dell EMC's retail price list and is a complete list of Products and Services with the corresponding retail prices for those Products and Services made available for purchase by Eligible Organizations under this Master Agreement. The Retail Price List contains an item number, item description and the retail price for each Product. Retail Price List is set forth online at <http://ftpbox.us.DellEMC.com/slg/weekly/DellEMCpricereport.pdf> and may be modified at any time.

Services: refers to the Services offered by Dell EMC under this Master Agreement for a) networks, b) wireless, and c) server and storage including but not limited to: pre-implementation design, installation/de-installation, migration, optimization, maintenance, technical support, training and IT as a Service (services accessible over the internet). Dell EMC may incorporate changes to their service offering; however, any changes must be within the scope of the Virtualization and Data Center Modernization MHEC-RFP-03092020 award. Examples of these services include but are not limited to the following:

1. Support Services: such as warranty services, maintenance, installation, de-installation, factory integration, (software or equipment components), and recycling/disposal.
2. Training and certification.
3. Professional Services: such as assessments, disaster recovery planning and support, services desk/help desk, software and any other directly related technical support and/or IT related service required for the effective operation of a product offered or supplied.
4. IT-as-a-Service and Cloud related Services: refers to the delivery of a variety of hybrid services and applications accessible on demand over the internet whereby the end user pays fees based upon consumption or subscription including:
 - A. Software-as-a-Service (SaaS): refers to a software delivery method that provides access to software and its functions remotely as a web-based service
 - B. Infrastructure-as-a-Service (IaaS): refers to computer infrastructure, such as virtualization, being delivered as a service.
 - C. Platform-as-a-Service (PaaS): refers to a computing platform being delivered as a service.
 - D. Storage-as-a-Service: refers to a storage model where an entity rents or leases storage space.
 - E. Disaster Recovery-as-a-Service (DRaaS) refers to backup and restore data services.

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5. **Managed Services** refers to ongoing monitoring, management, provisioning, and optimization of hyper-converged infrastructure systems.

Some Services may require additional contract terms and conditions. Eligible Organizations purchasing on-site Support, on-site Training, Professional, or IT-as-a-Service shall negotiate the terms and conditions of such purchase with the Supplier, including, as applicable, service level agreements and/or statements of work.

Software: refers to Dell EMC's full offerings of a) network and related software, b) wireless and related software, and c) server and storage and related software made available under this Master Agreement. Software shall mean software, library, utility, tool, or other computer or program code, each in object (binary) code form, as well as the related media, printed materials, online and electronic documentation and any copies thereof. Software shall include updates, upgrades, maintenance releases, revisions, and enhancements to the licensed software. Software may include Software accessed by Eligible Organization through the Internet or other remote means (such as websites, portals, "hosted" and "cloud-based" solutions). Dell EMC may incorporate changes to their Software offering; however, any changes must be within the scope of the Virtualization and Data Center Modernization MHEC-RFP-03092020 award.

System Software: means Software that provides basic hardware functionality and provides a platform for applications to run (e.g., firmware and BIOS software), and any Software specifically designated by Dell EMC as System Software the purpose of which is to operate and manage the Products in which it is embedded.

Application Software: means computer programs that are designed to perform specialized data processing tasks for the user and any Software specifically designated by Dell EMC as Application Software.

Supplier: refers to Dell EMC or a Reseller.

Third Party Products: refers to any Equipment ("Third Party Equipment") or Software ("Third Party Software") other than parts that are Dell EMC branded or originally listed as components of Dell EMC-branded Products. Third Party Software is not considered components of Dell EMC-branded Products.

Third Party Services: refers to any Services performed by someone other than Dell EMC or its subcontractors.

2. Scope of Work

Procuring Eligible Organizations shall purchase from Supplier, and Supplier shall distribute to Procuring Eligible Organizations Products and Services in accordance with the terms of this Master Agreement. All Eligible Organizations are qualified to purchase under this Master Agreement, including those Eligible Organizations currently under a separate agreement with Supplier. Accordingly, Supplier shall provide Products or Services only upon the issuance and acceptance by Supplier of a valid Order. Orders may be issued to purchase any Products or any Services listed on the Retail Price List. A Procuring Eligible Organization may purchase any quantity of Products or Services listed in Dell EMC's Retail Price List at the prices stated herein. For Large Order Negotiated Pricing, Supplier and Eligible Organization may negotiate quantity discounts below the Products and Services Pricing for a given purchase order. As it sees fit, Supplier may offer under this Master Agreement discounts that result in prices below those listed in the Product and Services Price List. Dell EMC is solely responsible for fulfillment of the responsibilities under the terms and conditions of this Master Agreement. Notwithstanding anything to the contrary contained in this Master Agreement or Order under the Master Agreement, MHEC shall not be liable for any Eligible

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Organization that executes an Order under this Master Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that executes its own Order under this Master Agreement.

3. Purchasing Under Master Agreement

- A. **Products:** Procuring Eligible Organization shall purchase from Supplier the Products listed on the Retail Price List under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the quantity, and description of the Product that Procuring Eligible Organization desires to purchase or license; (iii) the price of the Product in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the "ship-to" address; (vi) the requested delivery dates and shipping instructions; (vii) a contact name and telephone number; and (viii) reference to this Master Agreement. Supplier must notify Procuring Eligible Organization if it intends to substitute any item(s) that has been ordered by the Procuring Eligible Organization using this contract; the Procuring Eligible Organization will then have the option to cancel the order if such substitute item is not acceptable.
- B. **Services:** Procuring Eligible Organization shall purchase Services from Supplier under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the description of the Service (s) that Procuring Eligible Organization desires Supplier to perform; (iii) the price of the Service in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the requested performance dates; (vi) a contact name and telephone number; and (vii) reference to this Master Agreement. Eligible Organizations purchasing on-site Support, on-site Training, Professional, or IT as a Service shall negotiate the terms and conditions of such purchase with the Vendor, including, as applicable, service level agreements and/or statements of work.
- C. Each Order that is accepted by Supplier will become a part of the Agreement as to the Products and/or Services listed on the Order only; no additional terms or conditions will be added to this Agreement as a result of the acceptance of the Order, nor will such terms affect any purchase. An Order from an Eligible Organization accepted by Supplier is binding.
- D. Purchases of Boomi Products and Services will be subject to the Boomi Master Services Agreement, at www.boomi.com/MSA as of the date Eligible Organization's order is accepted. Eligible Organization may negotiate the terms and conditions of such purchase with the Supplier, including, as applicable the Boomi Master Services Agreement, service level agreements and/or statements of work. In the event of a conflict between this Master Agreement and the Boomi Master Services Agreement, the terms of the Boomi Master Services Agreement shall control for Boomi purchases only.
- E. Procuring Eligible Organization may request in writing a change or cancellation of an Order that Supplier has previously accepted up until the time Dell EMC has begun manufacturing the Products or performing the Services.
- F. Supplier will accept a purchasing card for order placement in addition to accepting a purchase order.
- G. When Equipment purchased under this Master Agreement requires installation, the Supplier must provide the cost of installation as a separate line item on their quotation unless installation is included in the price. The installation cost must include all packing, freight, insurance, set-up, instruction, and operation manual charges. Equipment must be set in place in an area designated by Procuring Eligible Organization personnel, demonstrated to be in operating condition, and approved by Procuring Eligible Organization personnel. Upon request, Dell EMC will provide a Services quote with a Statement of Work to remove any and all debris from the Procuring Eligible Organization's site. Upon

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installation, all operating instructions will be provided either physically or electronically to Procuring Eligible Organization's personnel identified on the purchase order.

4. Due Diligence

Notwithstanding MHEC's role in entering into this Agreement and any additional efforts by MHEC, Eligible Organization acknowledges and agrees that:

- a) Eligible Organization is solely responsible for its own due diligence regarding the Agreement;
- b) MHEC is not responsible for, and makes no representation or warranty, regarding the appropriateness of the Agreement for the Eligible Organization specifically; MHEC has not made any legally binding representations regarding Contractor and that MHEC does not guarantee or warrant the products or services of Dell EMC; and
- c) MHEC is not responsible for the actions or omissions of Supplier.

Issues of interpretation and eligibility for participation are solely within the authority of the procurement and statutory rules and regulations applicable to the Eligible Organization. The Eligible Organization is responsible for assuring it has the authority to place Orders under this Agreement.

5. Quantity Guarantee

This Master Agreement is not a purchase order, nor does it guarantee any purchases to be made by any Eligible Organization. This Master Agreement is not an exclusive agreement. MHEC and Eligible Organizations may obtain information technology products and services from other sources during the term of the Master Agreement.

6. Master Agreement Term

This Agreement shall be effective on February 15, 2021 and shall remain in effect until January 31, 2024 (Term Ending Date) unless otherwise terminated pursuant to the terms of the Agreement. The Agreement may be mutually renewed for four (4) additional years, unless one party terminates in writing ninety (90) days prior to the Term Ending Date anniversary. Eligible Participants may procure products and services from Supplier under the terms of the MHEC Master Agreement at any time during the duration of the Agreement or any renewal thereof.

7. Order of Precedence

Where the terms and conditions of this Master Agreement are in conflict with an Eligible Organization's state and/or institutional laws or regulations, the Eligible Organization and Dell EMC may enter into an addendum to amend the terms and conditions of the Master Agreement to conform to the Eligible Organization's state and/or institutional laws or regulations. Likewise, a Procuring Eligible Organization and Dell EMC may enter into an addendum to supplement or modify this Agreement for specific Products or Services. The terms and conditions of the addendum shall only be applicable between the Eligible Organization that entered into the addendum and Dell EMC.

In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Mutually agreed upon Statement of Work ("SOW") or Service Level Agreement ("SLA")
- B. License terms applicable to the software license or software service purchased hereunder
- C. Executed addendum, not to include Purchase Orders, between Eligible Organization and Dell EMC
- D. The terms and conditions of this Master Agreement or any MHEC-Dell EMC addenda to this Master Agreement and its Exhibits
- E. The list of Products and Services contained in the Order

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8. Payment Provisions

- A. **Acceptance.** A Procuring Eligible Organization shall determine whether all Products and Services delivered meet the Dell EMC's published specifications. No payment shall be made for any Products or Services until the Eligible Organization has accepted the Products or Services. Unless otherwise agreed upon between the Eligible Organization and Dell EMC, the Eligible Organization shall within fifteen (15) calendar days from the date of delivery, issue a written notice of partial acceptance or rejection of the Products or Services; otherwise the Products or Services shall be deemed accepted.
- B. **Return Policy.** Subject to Section 8A. of this Master Agreement, all Products and Third Party Products will be deemed to be accepted upon delivery. Procuring Eligible Organization may only return Products to Dell EMC that are permitted to be returned pursuant to the return policy at <https://www.dell.com/en-us/work/shop/us-return-policy/cp/us-return-policy>.
- C. **Payment of Invoice.** Payments shall be delivered to Supplier at the address shown on the invoice. Payments shall be made within thirty (30) days from the date of invoice. In the event that Supplier is required to pursue the collection of past due amounts not subject to a good faith dispute between Supplier and the Procuring Eligible Organization, Supplier will be entitled to recover interest accrued at the lesser of 1.5% per month or in accordance with the applicable state laws of the Procuring Eligible Organization.
- D. **Dispute Notice.** Procuring Eligible Organization shall make a good faith effort to notify Supplier of any billing discrepancies or disputes about an invoice within fifteen (15) business days after receiving it, specifying with particularity the basis of any such dispute ("Dispute Notice") or in accordance with the applicable state laws of the Procuring Eligible Organization. Tender of a Dispute Notice does not relieve Procuring Eligible Organization of its obligations to pay the undisputed portion of any invoice subject to a Dispute Notice. Any amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of Supplier will be subject to interest charges accruing from the original due date.
- E. **Partial Shipment.** In the event an order is shipped incomplete (partial), the Procuring Eligible Organization must pay for each shipment as invoiced by Supplier unless the Procuring Eligible Organization has clearly specified "No Partial Shipment" on each purchase order.
- F. **Payment of Taxes.** The prices listed under this Master Agreement do not include, and Procuring Eligible Organization shall reimburse Supplier for, any and all taxes and/or duties assessed against or payable by Supplier in connection with the sale of Equipment, licensing of Software or Documentation, or performance of Services except for taxes imposed upon Suppliers net income. Unless the Procuring Eligible Organization provides a proof of tax exemption, taxes will be additive to the contracted price.

9. Shipping

Dell EMC shall ship the Products F.O.B. destination. Title to Products shall pass to Procuring Eligible Organization upon delivery to Procuring Eligible Organization's destination point. Risk of loss or damage to the Products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organization. Dell EMC shall bear the risk of loss with respect to returned Products except for loss or damage directly attributable to the negligence of the Eligible Organization. Standard 3-5 day ground shipping will be included in the price of the equipment. All equipment must be shipped fully configured with the required components unless as otherwise noted.

10. Product Delivery

- A. Unless otherwise agreed to by Procuring Eligible Organization and Supplier, Supplier agrees to deliver Products to Procuring Eligible Organization within thirty (30) days after receipt of a valid Order. If delivery cannot be made within thirty (30) calendar days, Supplier will notify Procuring Eligible Organization within five (5) business days following Order placement, and Procuring Eligible Organization, as its exclusive remedy, can cancel the order by written, electronic, or facsimile notification. Failure of the Supplier to adhere to delivery schedules as specified or to promptly replace defective product shall render the Supplier liable for all costs in excess of the contract price when alternate procurement is necessary. Suppliers acknowledge that all locations of any particular Eligible Organization may not be within the MHEC region.
- B. If deliveries prove to be unsatisfactory, or other problems arise, MHEC reserves the right to delete Product or Services from the Master Agreement and/or cancel Master Agreement. Similarly, if deliveries prove to be unsatisfactory or other problems arise under the agreement for a Procuring Eligible Organization, the Procuring Eligible Organization retains all of its remedies for a default. Failure of MHEC or the Procuring Eligible Organization to exercise its rights of termination for cause or other remedies for default due to a Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights or other default remedies in any other instance.
- C. Suppliers may choose to deliver products electronically where practicable. This option must be under the independent control of each Procuring Eligible Organization.

11. Price Guarantees

The Procuring Eligible Organization shall pay the lower of the prices contained in the Master Agreement, or Large Order Negotiated Pricing at the time of Order (provided that, with respect to the applicability of Large Order Negotiated Pricing, such Procuring Eligible Organization is a party to the Large Order Negotiated Pricing negotiations and the purchase is part of the project for which the Large Order Negotiated Pricing was negotiated). When Eligible Organizations purchase under this Master Agreement, Dell EMC shall not sell Products or Services to Eligible Organizations at prices higher than those awarded via this Master Agreement and in instances where this Provision is applied, this Master Agreement contract number shall be referenced in the Supplier's quote.

12. Product Pricing

Dell EMC agrees to maintain Product Pricing in accordance with the following provisions:

- A. Retail Price List for all Equipment, Software and Documentation will be set forth at <http://ftpbox.us.Dell EMC.com/slg/weekly/Dell EMCpricereport.pdf>. Changes to retail prices generally take effect immediately, and Dell EMC reserves the right to change retail prices at any time.
- B. Discount Percentage Pricing: The prices for Products are the Retail Price List less applicable discount as specified in Exhibit A. Except as set forth in Section 10 "Price Guarantees" or Section 37 "Administrative Reporting and Fees," the discount percentages set forth in Exhibit A shall remain firm during the term of this Master Agreement. Dell EMC shall add new Product(s) to Retail Price List as new Product(s) become available for sale. The pricing for all new Products shall be at the price discount levels provided herein, or as agreed to by the Parties.
- C. Dell EMC may revise or discontinue Product offerings at any time without prior notice to MHEC. A change in a Product may occur between the time that Procuring Eligible Organization orders a Product and the time that Dell EMC ships the Product. As a result, Products shipped may display minor

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differences from the Products Procuring Eligible Organization ordered, but they will meet or exceed all material specifications of the Products Procuring Eligible Organization ordered.

- D. Products purchased shall be new, current models manufactured with 100% new OEM parts. All Products should be offered in current production as of the date of the award. For purpose of this contract, "current production" shall mean that the equipment model is being manufactured as new equipment for the United States market. Dell EMC will delete obsolete and discontinued Products from the Retail Price List on a timely basis.
- E. Prices will be F.O.B. destination (interior/ground floor or inside dock), and freight pre-paid and allowed, to any and all locations of the Procuring Eligible Organization. Prices must include all packing, freight, insurance charges and installation/operation manuals.

13. Services Pricing

Dell EMC agrees to maintain the Service Pricing in accordance with the following provisions:

- A. For any standard Services, in which the Services and corresponding SKU are on Retail Price List, the pricing will be as described in the Products Section for Discount Percentage Pricing, and the applicable discount percentage as noted in Exhibit A will apply. Except as set forth in Section 10, "Price Guarantees" or Section 37 "Administrative Reporting and Fees," the discount percentage set forth in Exhibit A shall remain firm for the term of the Master Agreement.
- B. For any custom Services that are not included on the Retail Price List, the prices for such Services purchased under this Master Agreement will be as mutually agreed upon by both Dell EMC and Procuring Eligible Organization and as set forth in a Dell EMC quote or an applicable SOW or negotiated agreement.
- C. Specific geographic restrictions on the availability of Services must be conveyed to the Procuring Eligible Organization.
- D. Dell EMC may offer a direct or indirect leasing program through Dell Financial Services L.L.C. ("DFS") as a separate lease financing offering under a separate Master Lease Agreement ("MLA") executed with DFS. Any Products that are leased through DFS are subject to the terms and conditions of the MLA only, a copy of which is attached hereto as Exhibit B. Eligible Organizations shall negotiate the terms and conditions of such lease purchase with DFS directly, including, but not limited to, the MLA, any lease schedule ("Schedule"), and any other lease documentation as applicable. DFS offers state and local governments a variety of leasing options under its MLA. The Parties recognize that the MLA and any corresponding Schedule(s) entered into by the Parties thereunder are separate and independent agreements between the Eligible Organization and DFS, with the terms thereof constituting the entire agreement for leasing. To the extent of any conflict or inconsistency between the terms of the MLA and the terms of this Agreement, the terms and conditions of the MLA will prevail for lease purchases only. For the purposes of this Agreement, it is noted that DFS is its own separate and distinct entity. The DFS MLA, Schedules, and other leasing documentation as applicable are attached as Exhibits B and C.
- E. Dell EMC may offer a direct or indirect flexible consumption-based models as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement ("MFCA") with Dell EMC. Any flexible payment solutions will be subject to the terms and conditions of the MFCA only, a copy of which is attached hereto as Exhibit C. Eligible Organizations shall negotiate the terms and conditions of such flexible payment-solution with Dell Financial Services L.L.C. ("DFS") directly, including, but not limited to, the MFCA, any flexible consumption schedule ("Schedule"), and any other documentation that may be required for such transaction. Dell EMC offers state and local governments a variety of consumption-based payment solutions under the MFCA that are designed

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to help optimize IT spend and solve business challenges. The Parties recognize that the MFCA and any Schedule entered into by the Parties thereunder are separate and independent agreements between the Eligible Organization and Dell EMC, with the terms thereof constituting the entire agreement for such flexible consumption. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of this Agreement, the terms and conditions of the MFCA will prevail for consumption-based offerings only. The MFCA, sample Schedules, and any other documentation that may be applicable are attached as Exhibit C.

- F. Any purchase by Procuring Eligible Organizations of IT-as-a-Service is pursuant to the terms of the Dell EMC Services Description accompanying the Services and the Services Acceptable Use Policy, which is available for review at www.DellEMC.com/termsandconditions or any other negotiated agreement between Eligible Organization and Dell EMC.

14. License and Proprietary Rights

The terms applicable to any software are in its license agreement, included with the Software media packaging, or presented to Procuring Eligible Organization during the installation or use of the Software. For Dell EMC-branded System Software, Procuring Eligible Organization's rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Notwithstanding anything to the contrary in the EULA, as between Eligible Organization and Supplier, this EULA shall be governed and construed in accordance with the laws of the state where the Eligible Organization resides. Dell EMC will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment. If a separate license agreement exists between Procuring Eligible Organization and the manufacturer or the owner of the Software, that license agreement will control and will apply according to its terms and conditions.

15. Proprietary Rights

All right, title, and interest in and to the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Software, Products, Deliverables and all content and other items included with or as part of the Products, Services, Software, or Deliverables, such as text, graphics, logos, button icons, images, audio clips, information, data, feedback, photographs, graphs, videos, typefaces, music, sounds, and software, as well as the methods by which any Services are performed and the processes that make up the Services, shall belong solely and exclusively to Supplier or its suppliers or licensors, and Procuring Eligible Organization shall have no rights whatsoever in any of the above, except as expressly granted in this this Master Agreement.

16. Warranties

- A. **Equipment:** Dell EMC warrants that any Dell EMC branded Products shall be free from defects in material and workmanship under normal use, will conform to the specifications within the Product documentation accompanying the product, and that the Equipment shall remain in good working order for the applicable warranty period from the date of Invoice. The applicable warranty period will be determined by such factors as the type of Warranty or Product purchased. If any Equipment is not as warranted in this Section, then Dell EMC shall repair or replace the Equipment in accordance with the applicable warranty. In repairing or replacing any Equipment or part of any Equipment under this warranty, Dell EMC may use new, remanufactured, reconditioned, refurbished, or functionally equivalent Equipment or parts of Equipment. For any Equipment or parts thereof

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repaired, replaced or corrected under this Section, the warranty period applicable to the Equipment will continue for the remainder of the original warranty period. If, Dell EMC determines that it cannot, in a commercially reasonable manner repair or replace any Equipment, then Dell EMC may, in its sole discretion, refund to Procuring Eligible Organization the price of the Equipment.

- B. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR IN THE APPLICABLE PRODUCT OR SERVICE DOCUMENTATION, DELL EMC (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS (COLLECTIVELY, THE "DELL EMC PARTIES") MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS, SOFTWARE, DELIVERABLES OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (a) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (b) RELATING TO THIRD-PARTY PRODUCTS; OR (c) RELATING TO THE RESULTS OR PERFORMANCE OF THE SOLUTION, INCLUDING THAT THE SOLUTION WILL BE PROVIDED WITHOUT INTERRUPTION OR ERROR.
- C. WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY DELL EMC (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH THE DOCUMENTATION, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE SOLUTION. WARRANTIES DO NOT APPLY TO THIRD-PARTY PRODUCTS. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER.
- D. NOTHING IN THIS SECTION SHALL EXCLUDE OR LIMIT DELL EMC'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALWAYS ENFORCE CLASS ACTION OR JURY WAIVERS, AND MAY LIMIT FORUM SELECTION CLAUSES AND STATUTE OF LIMITATIONS PROVISIONS, AS SUCH, ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO PROCURING ELIGIBLE ORGANIZATION IN PROCURING ELGIBILE ORGANIZATIONS'S JURISDICTION WILL APPLY TO PROCURING ELIGIBLE ORGANIZATION, AND DELL EMC'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- E. **HIGH-RISK DISCLAIMER:** DELL EMC SHALL NOT BE LIABLE TO THE PROCURING ELIGIBLE ORGANIZATION FOR USE OF THE SOLUTION IN HAZARDOUS OR HIGH-RISK ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, IN WHICH THE FAILURE OR MALFUNCTION OF THE SOLUTION COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE. SUCH USE IS AT PROCURING ELIGIBLE ORGANIZATION'S OWN RISK, EVEN IF DELL EMC KNOWS OF SUCH USE, AND DELL EMC EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH HIGH-RISK ACTIVITIES.
- F. **Services:** Dell EMC represents and warrants that the Services provided under this Master Agreement will be performed in a skillful, competent, timely, professional and workmanlike manner, and that the Dell EMC employees, agents and contractors assigned to perform Services under this Master Agreement have the proper skill, training and background so as to be able to perform in a skillful, competent, timely, professional and workmanlike manner. Any additional warranty for Services will be decided on a case by case basis and be mutually agreed upon in a SOW.

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- G. **Third-Party Products and Services Warranties:** Dell EMC does not warrant Third-Party Products or Services. Any warranty provided on Third-Party Product(s) or Service(s) is provided by the publisher, original manufacturer, or service provider and may vary from product to product or service to service. Such warranties shall be provided to the Procuring Eligible Organization with the Third Party Products and Services.
- H. **Transfer of Title.** Dell EMC warrants that Procuring Eligible Organization shall acquire good and clear title to Dell EMC-branded Products being purchased under this Master Agreement, free and clear of all liens and encumbrances. For any non-Dell EMC branded Products, Dell EMC warrants that it has the right to provide such Products to the Procuring Eligible Organization.

17. Termination

- A. At any time MHEC may terminate this Master Agreement, in whole or in part, by giving Dell EMC ninety (90) days written notice; provided however, neither MHEC nor Eligible Organization has the right to terminate a specific Order for convenience after the Product has begun production or been shipped for such Products that don't require production. At any time, Dell EMC may terminate this Master Agreement, in whole or in part, by giving MHEC ninety (90) days written notice. Such termination shall not relieve Dell EMC of any warranty or other service obligations incurred under the terms of this Master Agreement.
- B. Either Party may terminate this Master Agreement for cause based upon material breach of the Master Agreement by the other Party, provided that the non-breaching Party shall give the breaching Party written notice specifying the breach and shall afford the breaching Party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching Party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching Party may declare the breaching Party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all remedies available to it under the law.
- C. In the event that either Party be adjudged insolvent or bankrupt by a court of competent jurisdiction, or upon the institution of any proceedings by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver or trustee of any of its property or assets, or upon the liquidation, dissolution or winding up of its business, then and in any such event this Master Agreement may immediately be terminated or cancelled by the other Party hereto.
- D. In the event this Master Agreement expires or is terminated for any reason, a Procuring Eligible Organization shall retain its rights in all Product and Services accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.
- E. Procuring Eligible Organization or Dell EMC may terminate an Order under this Master Agreement for cause based upon material breach of the Order or Master Agreement by the other, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within 30 days after receipt of a written notice the breaching party has not corrected the breach, or in the case of a breach that cannot be corrected in 30 days, begun and proceeded in good faith to correct the breach, the non-breaching party may terminate the Order effective immediately. The non-breaching party shall retain any and all remedies available to it under the law. A breach and any resulting termination of an Order under this Section 17 E shall have no effect on any other Order made by any other Eligible Organization.

18. Non-Appropriation

This provision applies only to publicly funded Eligible Organizations. The terms of this Master Agreement and any Order issued for multiple years under this Master Agreement is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Master Agreement or in any purchase order or other document, Procuring Eligible Organization may terminate its obligations under this Master Agreement if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. The Procuring Eligible Organization's decision as to whether sufficient appropriations are available shall be accepted by Dell EMC and shall be final and binding. A Procuring Eligible Organization shall provide sixty (60) days' notice, if possible, of its intent to terminate this contract for non-appropriation. The Procuring Eligible Organization shall send to Dell EMC a notice of its Governing Body's decision not to appropriate funds for the installment sale payments for the subsequent fiscal year. Such termination shall relieve the Procuring Eligible Organization, its officers and employees from any responsibility or liability for the payment of any future Orders. However, all outstanding invoices from Dell EMC will be paid by the Procuring Eligible Organization.

19. Records and Audit

Dell EMC agrees to maintain records directly related to the Invoices and Purchase Orders under this Master Agreement for a period of three (3) years or such term as required by applicable law from the date of receipt of final payment after termination of the Master Agreement. These records shall be subject to inspection, which maybe initiated no more than twice annually, at an agreed upon time and location, with reasonable advance notice, by Procuring Eligible Organization and appropriate governmental authorities within Procuring Eligible Organization's state. The Procuring Eligible Organization shall have the right to request copies of invoices either before or after payment. Payment under this Master Agreement shall not foreclose the right of the Procuring Eligible Organization to recover excessive or illegal payments.

20. Background Checks. Supplier will perform background investigations within the scope of the Suppliers current standard policies and practices for any Supplier employees or subcontractors entering upon a Procuring Eligible Organizations premises, where legally acceptable and culturally permissible.**21. Insurance**

Insurance. Supplier will maintain the following insurance limits while performing any services under this Agreement: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the State's and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance with limits of: (i) \$1,000,000 per occurrence for bodily injury and property damage and shall provide proof of insurance to Eligible Organizations if requested. Eligible Organizations may require additional coverage consistent with applicable law, regulation or policy. Supplier shall give MHEC and the procuring Eligible Organization a minimum of ten (10) days' notice prior to cancellation of policies.

22. Independent Contractor

Dell EMC, its agents, and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Dell EMC has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein. Nothing in this Master Agreement is intended, or shall be deemed, or construed to constitute a partnership or a joint venture between the Parties.

23. Patent, Copyright, Trademark and Trade Secret Indemnification

Dell EMC will indemnify, defend and hold MHEC and Eligible Organization harmless from any third party claim that any Dell EMC-branded Product or Service provided to Eligible Organization pursuant to this Master Agreement infringes on another person's or entity's United States patent, copyright, trade secret or any other proprietary right of a third party. Dell EMC will have no obligation under this section with respect to any Claim of infringement resulting from (a) Services performed, or Product provided, pursuant to Eligible Organization's specification or design; (b) an Eligible Organization's unauthorized modification of a Product; or (c) any combination, operation, or use of the Product with systems other than those provided by Dell EMC to the extent that such a Claim is caused by such modification, combination, operation, or use of the Product. Following notice of a Claim or a threat of actual suit, Dell EMC will, at its own expense and option, (1) resolve the claim in a way that permits continued ownership and use of the affected Product or Service; (2) provide a comparable replacement at no cost; or (3) in the case of a Product accept return of the Product, freight collect, and provide a reasonable depreciated refund and in the case of a Service, provide a refund less a reasonable adjustment for beneficial use, but in no event shall refund of Product or Service relieve Dell EMC from its obligations to defend and indemnify MHEC and Eligible Organizations.

24. Indemnification

Dell EMC will indemnify, protect, save and hold harmless MHEC and Eligible Organizations, as well as the representatives, agents and employees of MHEC and Eligible Organizations, from any and all third party claims or causes of action related to a claim of personal injury or damage to tangible property, including all reasonable attorneys' fees incurred by MHEC and/or Eligible Organizations, directly arising from intentionally wrongful actions or omissions or the negligent performance of the Master Agreement by Dell EMC, Dell EMC's agents, employees, or subcontractors. MHEC and/or Eligible Organization shall give Dell EMC written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder. For state entities, Dell EMC will coordinate with state's attorney general as required by state law. Dell EMC will control the defense of any such claim or action at Dell EMC's own expense. MHEC and/or Eligible Organization agree that Dell EMC may employ attorneys of its own choice to appear and defend the claim or action and that MHEC and/or Eligible Organization shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Dell EMC with all reasonable assistance that Dell EMC may require.

25. Limitation of Liability

Dell EMC shall not be liable to MHEC or any individual Eligible Organization for any direct damages in excess of \$500,000 or the price of the Product(s) or Service(s) purchased per Order subject to such claim, whichever is greater. The foregoing limitation does not apply to any indemnification obligations under this Master Agreement or to damages resulting from personal injury or tangible property damage caused by Dell EMC's negligence or willful misconduct. NEITHER DELL EMC, MHEC NOR ANY ELIGIBLE ORGANIZATION SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT, WHETHER THE CLAIM ALLEGES TORTUOUS CONDUCT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. DELL EMC IS NOT RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR NETWORK OR EXCEPT AS SET FORTH IN THIS AGREEMENT, THE PROCUREMENT OF SUBSTITUTE PRODUCTS, SOFTWARE OR SERVICES.

THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION

ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL EMC PROVIDING PRODUCTS, SOFTWARE, OR SERVICES TO PROCURING ELIGIBLE ORGANIZATION, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

26. Confidentiality

- A. While Dell EMC is providing Services hereunder, Eligible Organization or Dell EMC may disclose to the other certain business information identified as confidential ("Confidential Information"). All such information shall be marked or otherwise designated as "Confidential" or "Proprietary". In order for such information to be considered Confidential Information pursuant to this Section 26 of the Master Agreement, it must conform to the data practices laws or similar type laws of the State in which the Eligible Organization is located or was founded. Information of a proprietary nature which is disclosed orally to the other party shall not be treated as Confidential Information unless it is stated at the time of such oral disclosure that such information is Confidential Information and such information is reduced to writing and confirmed as Confidential Information to the recipient. Both Eligible Organization and Dell EMC agree that, with respect to Confidential Information it receives (as "Recipient") from the other (as a "Discloser") in connection with this Master Agreement or an Order pursuant to this Master Agreement, that it (i) will use such Confidential Information solely for the purposes contemplated by the Master Agreement or an Order placed under this Master Agreement, (ii) shall not use any such Confidential Information for any other purpose and in particular shall not so use such Confidential Information in any manner either to the detriment of the Discloser or for the benefit of the Recipient or any third party, and (iii) shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser.
- B. Each Party will make reasonable efforts not to disclose the other Party's Confidential Information to any third party, except as may be required by law or court order, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidential Information shall remain the property of and be returned to the Discloser (along with all copies or other embodiments thereof) within fifteen (15) days of (a) a written request from the Discloser, or (b) the earlier receipt by the Recipient from the Discloser of a written demand following a breach by Eligible Organization or Dell EMC of this Master Agreement or an Order under this Master Agreement directing that Confidential Information described generally or specifically in such demand be returned to the Discloser.
- C. In such cases where Confidential Information is required to be disclosed to a third party for purposes of providing Services, all disclosure of Confidential Information will be in accordance with the separate non-disclosure agreement between Dell EMC and the third party.
- D. If a separate, written nondisclosure agreement exists between Eligible Organization and Dell EMC, that agreement will control and will apply according to its terms and conditions to all Confidential Information the parties exchange with each other.
- E. Notwithstanding anything to the contrary in this Agreement or amendment to this Master Agreement, both Eligible Organization and Dell EMC agree to comply with the data practices or similar type laws

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of the State in which Eligible Participant is located or founded, to the extent applicable to the scope of services performed by Supplier.

27. FERPA (and Other Privacy Laws)

Where applicable to the scope of services Dell EMC is providing, and only to the extent directly applicable to Dell EMC and its Services, Dell EMC agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act (GLBA) and all other applicable state and federal privacy laws. To the extent an Eligible Organization discloses any information to Dell EMC subject to aforementioned privacy laws, Eligible Organization agrees to advise Dell EMC of the disclosure of such information; and Eligible Organization represents and warrants to Dell EMC that it has obtained any required consents to disclose such information. In addition, to the extent that Dell EMC is or becomes a Business Associate as defined in HIPAA, both Parties acknowledge that a separate mutually agreeable Business Associate Agreement may be required and will govern according to its terms.

With regard to FERPA, for purposes of this Agreement, Dell EMC is a contractor or outside service provider with whom the Procuring Eligible Organization has outsourced institutional services or functions that it would otherwise use employees to perform. For purposes of FERPA, the Procuring Eligible Organization has determined that Supplier, and its employees acting in the course of their employment under this Agreement, is a school official with a legitimate educational interest in obtaining access to education records and will only provide Dell EMC with access to those particular education records in which Dell EMC has a legitimate educational interest. Further, the Procuring Eligible Organization represents and warrants that it has obtained any required consents to disclose such records to Supplier and the Procuring Eligible Organization represents and warrants that it has or will make all required notifications required to disclose such records to Supplier. Supplier shall be under the direct control of the Procuring Eligible Organization with respect to its maintenance and use of personally identifiable information from education records provided under this Agreement. Supplier shall not further disclose any personally identifiable information from education records to any third party unless that third party likewise has a legitimate educational interest in obtaining access to education records and unless authorized to so further disclose by the Procuring Eligible Organization. For purposes of this Agreement, the Procuring Eligible Organization has determined that those Supplier contractors performing institutional services or functions that the Procuring Eligible Organization would otherwise use employees to perform shall have such legitimate educational interest in instances where contractor requires access to education records in order to fulfill its responsibilities under this Agreement. Such access shall be limited to the specific educational records necessary for the performance of services and in such instances contractor shall have the same obligations pursuant to this section as Supplier and Supplier shall inform said contractors of its obligations. Supplier agrees to hold non-public information that is subject to FERPA requirements, which may include personally identifiable information, in strict confidence and agrees to implement and maintain safeguards to protect the security, confidentiality and integrity of any such non-public personal information it receives from Procuring Eligible Organizations. Suppliers shall not disclose such non-public personal information received from or on behalf of Procuring Eligible Organization except as permitted or required by this Agreement or addendum, as required by law, or otherwise authorized in writing by Procuring Eligible Organization.

28. Accessibility

Supplier agrees to comply with all applicable requirements of the Rehabilitation Act of 1973, as amended, 29 USC 794, including Sections 504 and 508, which prohibits discrimination on the basis of disabilities, and with the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 USC 12101 et seq., which requires the provision of accessible facilities and services. Goods and services provided by provider shall

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be accessible to individuals with disabilities to the greatest extent practical, but in no event less than the standards set forth by the state in which the Eligible Participant resides and federal accessibility laws. For web-based environments, services and content must conform to the Web Content Accessibility Guidelines ("WCAG") 2.0 AA (available at <http://www.w3.org/WAI/intro/wcag.php>). The parties agree this Section 28 shall not apply to Boomi purchases or Services.

29. Amendments

Except as provided for in Section 6 "Order of Preference"; Section 12 "Product Pricing"; and Section 13 "Service Pricing"; this Master Agreement shall only be amended by written instrument executed by the Parties.

30. Scope of Agreement

This Master Agreement incorporates all of the agreements of the Parties concerning the subject matter of this Agreement, except for MHEC DELL Contract MHEC-07012015 dated July 1, 2015, and all prior agreements have been merged into this Master Agreement. No prior agreements, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Master Agreement.

31. Invalid Term or Condition

If any term or condition of this Master Agreement shall be held invalid or unenforceable, the remainder of this Master Agreement shall not be affected and shall be valid and enforceable.

32. Enforcement of Agreement

A Party's failure to require strict performance of any provision of this Master Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Master Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

33. Web Site Maintenance

Dell EMC agrees to maintain and support Internet website(s) for access to the Retail Price List, Product descriptions, Product specifications, Service descriptions, Service specifications and other aids in accordance with instructions provided by MHEC. In addition, Dell EMC will provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting. Dell EMC shall notify MHEC when there are additions and/or deletions made to the list of Resellers.

34. Equal Opportunity Compliance

Dell EMC agrees to abide by all applicable Federal and state laws, regulations, and executive orders pertaining to equal employment opportunity. In accordance with such laws, regulations, and executive orders, Dell EMC agrees that it does not discriminate, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap. If Dell EMC is found to be not in compliance with applicable Federal or state requirements during the life of this Master Agreement, Dell EMC agrees to take appropriate steps to correct these deficiencies.

35. Compliance with Law

Dell EMC shall comply with all applicable laws and governmental regulations, which by their terms, apply to Dell EMC's performance under an Order pursuant to this Master Agreement. Eligible Organization agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement. MHEC agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement.

36. Applicable Law

- A. As between Eligible Organization and Dell EMC, this Master Agreement will be construed in accordance with, and its performance governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.
- B. As between MHEC and Dell EMC this Master Agreement will be construed in accordance with, and its performance governed by, the laws of the state of Minnesota. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.
- C. As between Eligible Organization, MHEC, and Dell EMC this Master Agreement will be construed in accordance with and its performance governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

37. Conflict of Interest

Dell EMC warrants to the best of its knowledge and belief that it presently has no interest direct or indirect, which would give rise to organizational conflicts of interest. Dell EMC agrees that if an organizational conflict of interest is discovered during the term of this Master Agreement, it will provide disclosure to MHEC that shall include a description of the action Dell EMC has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and is not timely resolved by Dell EMC MHEC may, at its sole discretion, cancel this Master Agreement.

38. Assignment

Neither Party shall sell, transfer, assign or otherwise dispose of the Master Agreement or any portion thereof or of any right, title, or interest herein without the prior written consent of the other Party. This consent requirement includes reassignment of this Master Agreement due to change in ownership, merger, or acquisition of a Party or its subsidiary or affiliated corporations. Nothing in this Section shall preclude Dell EMC from employing a subcontractor in carrying out its obligations under this Master Agreement. Dell EMC's use of such subcontractors will not release Dell EMC from its obligations under this Master Agreement.

39. Survival

Certain paragraphs of this Master Agreement including but not limited to Indemnification; and Limitation of Liability shall survive the expiration of this Master Agreement. Software licenses, warranty and service agreements, and non-disclosure agreements that were entered into under terms and conditions of this Master Agreement shall survive this Master Agreement.

40. Notification

- A. **Between the Parties:** Whenever under the terms of this Master Agreement any notice is required or permitted to be given by one Party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile or mail, postage prepaid, to the Parties at the addresses set forth below, or at such other address as the Parties may direct in writing from time to time:

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To MHEC:	To Dell EMC:
MHEC	EMC Corporation
105 Fifth Avenue South	One Dell EMC Way
Suite 450	Contract Department
Minneapolis, Minnesota 55401	Round Rock, Texas 78682
Attn: Nathan Sorensen	Attn: Contract Manager
Facsimile: 612-767-3353	Fax: 512-283-9092

Changes in the above information will be given to the other Party in a timely fashion.

- B. **To Eligible Organization:** Notices shall be sent to Eligible Organization's business address. The term "business address" shall mean the "Bill to" address set forth in an invoice submitted to Eligible Organization.

41. Administrative Reporting and Fees

On a calendar-quarterly basis (where quarter one is January 1 – March 31 and the quarter one report is due by April 30), Dell EMC will, in a timely manner, make available to MHEC utilization reports and information generated by this Master Agreement, reflecting net Product and Service sales to Eligible Organizations. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an amount equal to one and a half percent (1.50%) of the net Product and Service sales for that quarter period (the "Fee"). MHEC, from time to time may provide a written request to Dell EMC to change the percentage of the Fee it will receive as a result of this Master Agreement. Any change in the Fee may also require a change in the Product or Service pricing.

42. MHEC Not Liable For Eligible Organizations

MHEC is not liable to Dell EMC for the failure of any Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of an Order and/or the Master Agreement. Dell EMC, in its sole discretion, may discontinue selling Products or Services to any Eligible Organization who fails to make payments or otherwise fully perform pursuant to the terms and conditions of the Master Agreement.

43. Announcements and Publicity

Any announcements and publicity given to MHEC (or an Eligible Organization) resulting from this Master Agreement must receive the prior approval of MHEC (or Eligible Organization). Such approval shall not be unreasonably withheld. Dell EMC will not make any representations of MHEC's (or an Eligible Organization's) opinion or position as to the quality of effectiveness of the Products, supplies and/or Services that are the subject of this Master Agreement without the prior written consent of MHEC (or Eligible Organization), which shall not be unreasonably withheld.

44. Marketing

Dell EMC will assist MHEC in developing and implementing appropriate marketing strategies including seminars, printed materials and a full service, on-line MHEC-specific web site to receive information on products, supplies, services and prices and to place Orders.

45. Oversight Committee

An Oversight Committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and Dell EMC in developing and refining the implementation of this Master Agreement. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services, web presence; and to advise Dell EMC on the effectiveness of its implementation progression. At the very least there will be an annual meeting between Dell EMC and MHEC (and perhaps members of the Oversight Committee) to perform a contract health check; including items such as those above.

46. Force Majeure.

Neither Dell EMC nor MHEC nor Procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; pandemic; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and / or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party unable to perform shall undertake reasonable action to notify the other Parties of the same.

47. Sovereign Immunity.

Notwithstanding anything to the contrary in this Master Agreement or Order under this Master Agreement, this Master Agreement shall not be construed to deprive a Eligible Organization of its applicable sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to this Master Agreement or afforded by Eligible Organization's State law applicable to the Eligible Organization. Nothing herein will be construed to prevent any breach of contract claim under this Master Agreement.

48. Compliance with Laws and Export.

A. Compliance with Laws. Procuring Eligible Organization and Dell EMC agree to comply with all laws and regulations applicable to such party in the course of performance of its obligations under this Agreement. Procuring Eligible Organization acknowledges that the Products, Software and Services provided under this Agreement, which may include technology, authentication and encryption, are subject to the customs and export control laws and regulations of the United States ("U.S."); may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which Procuring Eligible Organization or its systems are located; and may also be subject to the customs and export laws and regulations of the country in which the Products, Software and Services is rendered or received. Each party agrees to abide by those laws and regulations applicable to such party in the course of performance of its obligations under this Agreement. Procuring Eligible Organization also may be subject to import or re-export restrictions in the event Procuring Eligible Organization transfers the Products, Software or Deliverables from the country of delivery and Procuring Eligible Organization is responsible for complying with applicable restrictions. If any software provided by Procuring Eligible Organization and used as part of the Products, Software and/or Services contains encryption, then Procuring Eligible Organization agrees to provide Dell EMC with all of the information needed for Dell EMC to obtain export licenses from the U.S. Government or any other applicable national government and to provide Dell EMC with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Procuring Eligible Organization is solely responsible for obtaining any necessary permissions relating to software that it exports. Dell EMC also may require export certifications from Procuring Eligible

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Organization for Procuring Eligible Organization-provided software. Dell EMC's acceptance of any order for Products, Software and Services is contingent upon the issuance of any applicable export license required by the U.S. Government or any other applicable national government. Dell EMC is not liable for delays or failure to deliver Products, Software or Services resulting from Procuring Eligible Organization's failure to obtain such license or to provide such certification.

- B. **Regulatory Requirements.** Dell EMC is not responsible for determining whether any Third-Party Product to be used in the Products, Software and Services satisfies the local regulatory requirements of the country to which such Products, Software and Services are to be delivered or performed, and Dell EMC shall not be obligated to provide any Products, Software and Services where the resulting Products, Software and Services is prohibited by law or does not satisfy the local regulatory requirements.
- C. **Excluded Data.** Procuring Eligible Organization acknowledges that no part of the Products, Software and Services is designed with security and access management for the processing and/or storage of the following categories of data: (1) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (2) articles, services and related technical data designated as defense articles and defense services; (3) ITAR (International Traffic in Arms Regulations) related data; and (4) except for personally identifiable information referenced in to Section 26 and Section 27, personally identifiable information that is subject to heightened security requirements as a result of Procuring Eligible Organization's internal policies or practices, industry-specific standards or by law (collectively referred to as "Excluded Data"). Procuring Eligible Organization hereby agrees that Procuring Eligible Organization is solely responsible for reviewing data that it will provide to Dell EMC (or to which Dell EMC will have access) to ensure that it does not contain Excluded Data.

49. Miscellaneous.

All Parties to this Master Agreement may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Master Agreement that shall be considered an original and shall be admissible in any action to enforce this Master Agreement. Dell EMC may accept this Master Agreement either by its authorized signature or a signed Order. Except as provided for in this Master Agreement, all changes to this Master Agreement must be made in writing signed by both Parties; accordingly any additional terms on the Procuring Eligible Organization's ordering documents shall be of no force or effect.

The Parties, by their representatives signing below, agree with the terms of this Master Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

Midwestern Higher Education Commission



Signature:
Susan Heegaard

Printed Name:
President

Position:
2/25/21

Date:

EMC Corporation



Signature:
Charyne Greenup

Printed Name:
Contract Administrator

Position:
Feb 24, 2021

Date:



Contract No.: MHEC-01312021

Exhibit A – Discount Category Pricing

Dell EMC is offering the following discounts on the Discount matrix below. This pricing is a minimum discount off list price and includes Dell EMC's standard shipping with F.O.B. destination.

Discount Class	Discount Class Description	Discount
A	Hardware - Enterprise	54%
B	Hardware - Mid-Tier	33%
C	Hardware – Connectrix	44%
CL-E	Native Cloud Data Protection	10%
D1	Software - Enterprise Platform	33%
D2	Software - Mid-Tier Platform	33%
D3	Software - Multi-platform/Open	33%
DC1	Dell Components HW, SW, Maint	20%
DD-1	Data Domain Flash Enabled HW, SW & Mainte	15%
DE	Entry Software (BRS: Data Domain)	15%
DH	High-End Software (BRS: Data Domain, Avamar, Disk Library, Networker)	23%
DM	Midrange Software (BRS: Data Domain, Avamar, Atmos, Disk Library)	23%
E	EMC 3rd Party SW & HW, Switches	15%
EN-H	Hardware - VMAX 10K/20K/40K	33%
EN-HM	HW Maintenance - VMAX 10K/20K/40K	15%
EN-S	Software - VMAX 10K/20K/40K	33%
EN-SM	SW Maintenance - VMAX 10K/20K/40K	15%
ES-1	VMAX3 HW & SW, HW & SW	33%
ES-AF	VMAX All Flash Array	10%
ES-P1	Powermax	15%
F1	Services	10%
F2	Custom Residency Services, EMC Select Services	10%
I	Training / Education Services	10%
IS	Isilon HW/SW/Maintenance	21%
IS2	Isilon Infinity Gen 6 HW/SW/Maint	21%
J	HCI, AX/NX, Insignia, VxRail	10%
K-1	Select / Mozy Offerings, Excluding VMWare & Virtustream & Boomi	15%
K-2	VMWare & Virtustream & Boomi	5%
P	Pivotal	5%
PE	Entry Systems (BRS: Data Domain)	15%

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Discount Class	Discount Class Description	Discount
PH	High-End Systems (BRS: Data Domain, Disk Library)	23%
PM	Midrange Systems (BRS: Data Domain, Avamar, Atmos, Disk Library)	23%
R-3P	RSA Hardware, Security Analytics/Netwitness, Professional Services, Training, Maintenance	15%
R-MT	RSA Maintenance	10%
R-PS	RSA Professional Services	10%
R-SA	RSA Hardware, Professional Services, Training, Maintenance	15%
R-SW	RSA Software, Professional Services, Training, Maintenance	27%
UE	Unified Entry - Level Offerings	10%
UM	VNX Hardware/Software/Maintenance	23%
UM-1	Unity Hardware/Software	10%
UM-F1	Unity All Flash Hardware/Software	10%
UM-H	Hardware - Unified Mid-Tier	23%
UM-S	Software - Unified Mid-Tier	23%
V	Vipr	15%
VPLEX	VPLEX HW, SW, and Maintenance	33%
X2	XtremIO 2 HW/SW/Maint	21%
XT	XtremIO	21%

Dell EMC is offering additional volume tier pricing discounts for per transaction multiple unit solutions.

\$500,000 - \$1,000,000	1%
\$1,000,001 and above	1%

Dell
Financial
Services™

Exhibit B: Dell Financial Services Master Lease Agreement



**EFFECTIVE DATE:
MASTER LEASE AGREEMENT NO.**

LESSOR: DELL FINANCIAL SERVICES L.L.C.

Payment Address:

Payment Processing Center
4319 Collection Center Dr.
Chicago, IL 60693

LESSEE:

Principal Address:

Fax: _____

Attention: _____

This Master Lease Agreement (this "Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

(a) Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller") named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the

"Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term. The Lease is non-cancelable by Lessee, except as expressly provided in Section 5.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent"), and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease ("collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined

below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Licensed Materials shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall (a) comply with all terms and conditions of any Licensed Materials and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider maintenance and operating manuals, documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location(s) specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, if any, Lessee will (a) remove all proprietary data from the Products; and (b) return

them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packaging and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the time the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted, (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. For the Lease Term, Lessee shall ensure that the Products are covered by a manufacturer approved maintenance agreement or, with Lessor's prior consent, are self-maintained in accordance with the standards set forth herein. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as a loss payee; (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to the Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to the Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of

Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT,

MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Documents is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days;

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES; TERMINATION.

(a) Upon an Event of Default under any Schedule, all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be canceled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion ("Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including action for specific performance) to enforce the performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred or is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to any Products and for injury to or death of any person, or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers or employees.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to the Products (other than the Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep the Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings upon Products by Lessor, Seller or any other supplier.

18. NON-PERFORMANCE BY LESSEE.

If Lessee shall fail to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective on the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices

to Lessor by Lessee shall be sent to: Dell Financial Services L.P., Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL; STATE CLAIMS PROCESS.

(a) THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY TEXAS LAW WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. EXCEPT FOR LESSEES TO WHOM SECTION 21(b) HEREIN APPLIES, LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN DALLAS COUNTY, TEXAS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

(b) This sub-section applies only to Lessees designated a State, agency, department, commission, bureau, board, office, council, court, or other entity that is in any branch of state government and that is created by the constitution or a statute of the State of Texas, including a university system or institution of higher education.

(1) To the extent that Chapter 2260 of the *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by the Lessee and Lessor to attempt to resolve any claim for breach of contract made by Lessor:

(A) Lessor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Lessor shall submit written notice, as required by subchapter B of Chapter 2260, to Lessee in accordance with the notice provisions in this Agreement. Lessor's notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that Lessee allegedly breached, the amount of damages Lessor seeks, and the method used to calculate the damages. Compliance by Lessor with subchapter B of Chapter 2260 is a required prerequisite to Lessor's filing of a contested case proceeding under subchapter C of Chapter 2260. The chief business officer of Lessee, or such other officer of Lessee as may be designated from time to time by Lessee by written notice thereof to Lessor in accordance with the notice provisions in this Agreement, shall examine Lessor's claim and any counterclaim and negotiate with Lessor in an effort to resolve such claims.

(B) If the parties are unable to resolve their disputes under subparagraph (A) of this subsection, the contested case process provided in subchapter C of Chapter 2260 is Lessor's sole and exclusive

process for seeking a remedy for any and all of Lessor's claims for breach of this Agreement by Lessee.

(C) Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by Lessee nor any other conduct, action or inaction of any representative of Lessee relating to this Agreement constitutes or is intended to constitute a waiver of Lessee's or the State's sovereign immunity to suit and (ii) Lessee has not waived its right to seek redress in the courts.

(2) (A) If the Lessee against whom Lessor makes a claim does not have rulemaking authority, the submission, processing and resolution of Lessor's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, Government Code as currently effective, hereafter enacted or subsequently amended.

(B) If the Lessee against whom Lessor makes a claim has rulemaking authority, and has adopted rules governing the alternative dispute resolution process, the submission, processing and resolution of Lessor's claim shall be governed by such rules, as such rules are then effective, hereafter enacted or subsequently amended. If the Lessee against whom Lessor makes a claim has rulemaking authority, but has not yet adopted rules governing the alternative dispute resolution process, Lessee's claim shall be governed by the rules adopted by the Office of the Attorney General pursuant to Subsection 2260.052 (c), Subchapter B, Government Code.

(3) Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Lessor, in whole or in part. Lessee and Lessor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this subsection.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the termination or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provision with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement,

Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as that term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this Agreement, a signed Schedule, amendment or other document related to the Master Lease or a Schedule (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

"Lessee"

BY: _____

NAME: _____

TITLE: _____

DELL FINANCIAL SERVICES L.L.C.

"Lessor"

BY: _____

NAME: _____

TITLE: _____



Lease Schedules:

Fair Market Value Lease

\$1 Out Purchase Option Lease

Tax Exempt Lease Purchase Lease



**TRUE LEASE SCHEDULE NO.
MASTER LEASE AGREEMENT SCHEDULE NO.**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. **TRUE LEASE:** The parties intend for this lease to constitute a true lease of Products under the UCC and all applicable laws. If this Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term."

2. **END OF LEASE OPTIONS.**

(a) Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

- (i) purchase all of the Products at the Fair Market Value (as defined below);
- (ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
- (iii) return all of the Products in accordance with the Agreement.

(b) If Lessee exercises the option to purchase the Products then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT

WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

(d) Whether or not Lessee has given Lessor notice of its intent as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

3. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time if necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

"Lessee"

By: _____

Name: _____

Title: _____

Date: _____

DELL FINANCIAL SERVICES L.L.C.

"Lessor"

By: _____

Name: _____

Title: _____

Date: _____

Proprietary to Dell Financial Services, LLC



**LEGAL COMPANY NAME
LEASE PURCHASE SCHEDULE NO. CONTRACT NUMBER
TO MASTER LEASE AGREEMENT NO. MLA NUMBER**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. MLA NUMBER ("Agreement") DATED MLA EFFECTIVE DATE BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND LEGAL COMPANY NAME ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date*</u>
See Exhibit 'A'	See Exhibit 'A'	TBD	TERM	TBD

Rent is payable: in Advance

Payment Period:

*The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

<u>Payment Number</u>	<u>Purchase Date</u>	<u>Rent</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Purchase Price</u>
See Exhibit 'B'					

2. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and at least 60 days but no more than 180 days before the purchase date ("Purchase Date") selected by Lessee, Lessee will give irrevocable written notice to Lessor of its intention to:

- (i) purchase the Products for \$1.00 at the end of the Primary Term;
- (ii) purchase the Products at the Purchase Price as stated in Paragraph (i) above or as listed on Exhibit B, so long as all other amounts due on the Purchase Date have been paid in full; or
- (iii) return the Products in accordance with the Agreement for a fee agreed upon by both parties.

Upon satisfaction by Lessee of such conditions, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR,

INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through, or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

3. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

LEGAL COMPANY NAME	DELL FINANCIAL SERVICES L.L.C.
"Lessee"	"Lessor"
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



**SAMPLE
LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT SCHEDULE NO.**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date</u>
See Exhibit 'A'	See Exhibit 'A'			

Rent is payable: in

Payment Period:

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment and the Purchase Price as of the applicable Purchase Date are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

Add as a new last sentence to subsection (b) the following:

"Because the Products will be used for a governmental or proprietary purpose of Lessee, they are exempt from all sales, use and property taxes."

2. SECTION 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

"(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution and delivery to Lessor of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule; :

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 16 OF THE AGREEMENT AND ANY AMENDMENTS THERETO, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 11 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.

3. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete the first and last sentences of paragraph (d).

4. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following: "Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

5. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF

DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through, or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

6. COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document,

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"

By: _____

Name: _____

Title: _____

Date: _____

DELL FINANCIAL SERVICES L.L.C.

"Lessor"

By: _____

Name: _____

Title: _____

Date: _____

Dell
Financial
Services™

Ancillary Documents:

Validity Opinion

8038G

8038GC

**SAMPLE OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD**

To: Dell Financial Services L.L.C.
One Dell Way
Round Rock, TX 78682

Ladies and Gentlemen:

We are counsel to the _____ (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No. _____ dated as of _____ 2018, and the Lease Purchase Schedule No. _____ to Master Lease Agreement No. _____ thereto, dated as of _____, 2018 (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ☐	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Dell Financial Services, L.L.C.		3b Telephone number of other person shown on 3a 512-728-1417	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue Dell Financial Services, L.L.C.		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► Dell Leased Equipment	18		
19 If obligations are TANs or RANs, check only box 19a ☐			
If obligations are BANs, check only box 19b ☐			
20 If obligations are in the form of a lease or installment sale, check box ☒			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.				
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity
21		\$	\$	years
				%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22	Proceeds used for accrued interest	22	NA
23	Issue price of entire issue (enter amount from line 21, column (b))	23	NA
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	NA
25	Proceeds used for credit enhancement	25	NA
26	Proceeds allocated to reasonably required reserve or replacement fund	26	NA
27	Proceeds used to currently refund prior issues	27	NA
28	Proceeds used to advance refund prior issues	28	NA
29	Total (add lines 24 through 28)	29	NA
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	NA

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded NA years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded NA years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) NA
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY) NA

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b Enter the final maturity date of the GIC ▶ _____ c Enter the name of the GIC provider ▶ _____		
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information: b Enter the date of the master pool obligation ▶ _____ c Enter the EIN of the issuer of the master pool obligation ▶ _____ d Enter the name of the issuer of the master pool obligation ▶ _____		
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐		
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐		
41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information: b Name of hedge provider ▶ _____ c Type of hedge ▶ _____ d Term of hedge ▶ _____		
42 If the issuer has superintegrated the hedge, check box ▶ ☐		
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐		
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐		
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____ b Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative _____		Date _____		Type or print name and title _____
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	Firm's name ▶ Dell Financial Services, LLC	Firm's EIN ▶ 74-7825828			
	Firm's address ▶ One Dell Way, Round Rock, TX 78682	Phone no. 512-221-0521			

Form **8038-GC**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

a Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return ☐ a	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3 Number and street (or P.O. box if mail is not delivered to street address)		Room/suite	
4 City, town, or post office, state, and ZIP code		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative	

Part II Description of Obligations Check one: a single issue ☐ or a consolidated return ☐	
8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) a	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box a ☐	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) a ☐	
12 Vendor's or bank's name:	
13 Vendor's or bank's employer identification number:	

Signature and Consent Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	Firm's name a	Firm's EIN a			
	Firm's address a	Phone no.			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form 4 hr., 46 min.

Preparing the form 2 hr., 22 min.

Copying, assembling, and sending the form to the IRS . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

**Exhibit C: Dell Financial Services
Flexible Consumption Schedule and Master Flexible Consumption
Agreement**



For DELL EMC Use Only
Contract ID _____

Exhibit C: Flexible Consumption Schedule (Flex on Demand) – U.S. STATE & LOCAL GOVERNMENT

This Flexible Consumption Schedule (the “**Schedule**”) sets forth the terms under which the customer identified below (“**Customer**”) may access and use certain Deployed Capacity from the Dell entity identified below (“**DELL EMC**”). Customer’s use of the Deployed Capacity is subject to the terms of this Schedule and the **Governing Agreement** identified below.

Effective Date: _____	Governing Agreement: Customer’s existing Master Flexible Consumption Agreement with DELL EMC dated on or about: _____
Name of Dell EMC entity (“DELL EMC”): EMC CORPORATION 176 SOUTH STREET HOPKINTON MA 01748	Name of Customer: [xxxxx] Xxxx Xxxxxxx

1. Effective Date, Commencement Date.

1.1 Schedule Effective Date and Transaction Start Date. This Schedule expresses the current understanding of DELL EMC and Customer with regard to the Deployed Capacity listed on the Attachment 1 hereto. This Schedule, when signed by DELL EMC and Customer takes effect as of the **Effective Date** shown above.

1.2. Commencement Date. DELL EMC shall begin to monitor Customer’s usage of the Deployed Capacity for the purpose of calculating the Flexible Consumption Fee on either (i) the first day of the first month following the date the Deployed Capacity has been installed at the Installation Site, or, if Customer delays the installation process or if Customer’s facility is not prepared for the installation of Deployed Capacity, (ii) the first day of the second month following the Deployed Capacity’s arrival at the Installation Site (as applicable, the “**Commencement Date**”).

2. Listing of Deployed Capacity; Unit of Measure (“UOM”) for Software; Level of Support Services.

2.1 Deployed Capacity. The Deployed Capacity subject to this Schedule is listed on the Attachment 1 hereto.

2.2 Unit of Measure for Software. A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Software Use Rights Guide at <https://www.dell.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf>

2.3 Support Services. The following Table 2.3 specifies the level of Support Services to be provided for all Deployed Capacity during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	Xxxxxxxxxx

2.4 Support Services Terms. Support Services identified in a Schedule relating to Dell-branded Deployed Capacity will be provided in accordance with and pursuant to the following terms: <http://www.dell.com/servicecontracts/global>. Support Services identified in a Schedule relating to EMC-branded Deployed Capacity will be provided in accordance with and pursuant to the following terms: www.dell.com/dellemc-openscale

3. BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.

3.1 Billing Metrics and Flexible Consumption Period. Customer is authorized to use all or a portion of the Deployed Capacity and receive Support Services thereon only during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible Consumption Period, DELL EMC will measure the usage of the Deployed Capacity on a daily basis and issue a monthly invoice, in arrears, to Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for usage is based on a minimum committed amount of use (the “**Monthly Committed Capacity**”) plus any usage in excess thereof (use of the “**Monthly Reserve Capacity**”). The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric:

3.2 Capacities and Asset Metering. Prior to Billing, Dell EMC will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Products and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. “**Metered Total Capacity**” means the reported capacity of the Products based upon Customer’s storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Products as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

- 3.3 Rate, Billing Period and Flexible Consumption Fee.** Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity and plus the fee for the Reserve Capacity, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay DELL EMC the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer's actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly Committed Capacity, DELL EMC shall calculate the amount of the Reserve Capacity usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by DELL EMC. DELL EMC shall issue an invoice referencing this Schedule.

Table 3.3 – Billing Information	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	xxxxx (xx) months, but continues thereafter on a month-to-month basis until all Deployed Capacity is made available for pick-up by DELL EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	Xxxx
Monthly Unit Rate (Charge per GiB per Month)	Xxxxx
Monthly Flexible Consumption Fee for Monthly Committed Capacity	Xxxxx

- 3.4 Purchase Order Requirements.** Customer's initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer's purchase order(s) issued to DELL EMC in connection with this Schedule. If DELL EMC reasonably determines that the amount of Customer's original purchase order will not cover the actual Flexible Consumption Fee, then DELL EMC will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount is:	\$X,XXX,XXX

- 3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period.** During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Capacity; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed Capacity at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When DELL EMC and Customer have agreed on the increase, DELL EMC shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and DELL EMC shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period			
80%	\$ -	\$ -	\$ -
70%	\$ -	\$ -	\$ -
60%	\$ -	\$ -	\$ -
	48 Months	54 Months	60 Months

- 3.6 Renewal and/or Month-to-Month Extension.** Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify DELL EMC that Customer no longer wishes to use the Deployed Capacity. Customer shall completely migrate its information and data off of the Deployed Capacity and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Deployed Capacity will be returned to DELL EMC. However, until Customer notifies DELL EMC that Customer has removed its data

and the Deployed Capacity has been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to DELL EMC.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

4.1 Delivery. DELL EMC shall deliver all Deployed Capacity to the "Ship-To" address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, DELL EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s).	
Licensed Software Ship-To Address (one address):	Installation Site(s), if any:

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by DELL EMC, the assignee shall have all DELL EMC's rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that Customer may have against DELL EMC or any third party. Customer and DELL EMC agree that a signed Schedule may be amended by written notice from DELL EMC to Customer provided such notice is to correct the serial (or service tag) number of Deployed Capacity.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

EMC CORPORATION ("DELL EMC")

By (Sign): _____

Name (Print): _____

Title: _____

ABC ("Customer")

By (Sign): _____

Name (Print): _____

Title: _____

Attachment 1

Dell EMC CONFIDENTIAL AND PROPRIETARY



For DELL EMC Use Only
Contract ID _____

MASTER FLEXIBLE CONSUMPTION AGREEMENT – U.S. STATE & LOCAL GOVERNMENT

This Master Flexible Consumption Agreement (this “**Master Agreement**” or “**MFCA**”) is made effective as of _____ (the “**Effective Date**”) between the following parties:

EMC Corporation (“Dell EMC”)

176 South Street

Hopkinton, MA 01748

Email for Legal Notices: LegalNotices@emc.com

And

XXXXXXXXXXXX (“Customer”)

XXXXXXXXXXXX

XXXXXXXXXXXX

Email for Legal Notices:

This MFCA governs Customer's access to and use of a configuration of Deployed Capacity on a Flexible Consumption basis at an agreed Customer location, as described in one or more separately executed Flex Consumption Schedules (the “**Schedule(s)**”). This MFCA shall govern each Schedule (including any related purchase order) that references this MFCA.

1. DEFINITIONS.

A. “Billing Period” means the period of time identified on a Schedule for which DELL EMC will invoice Customer for its Flexible Consumption.

B. “Customer Data” means all data stored on the Deployed Capacity by or on behalf of Customer or its end users and information derived from such data, including all file layouts and records associated therewith). As between Customer and DELL EMC, Customer Data is Customer's Confidential Information.

C. “Documentation” means the then-current, generally available, written user manuals and online help and guides provided by DELL EMC for Deployed Capacity.

D. “Flexible Consumption” means the amount of Customer's usage of the Deployed Capacity, as it may vary from time to time, measured pursuant to a description and metrics identified on the Schedule.

E. “Flexible Consumption Fee” means, for a particular Billing Period, (i) the fee for the Monthly Committed Capacity, and (ii) the fee charged by DELL EMC for Customer's Flexible Consumption above the Monthly Committed Capacity, calculated in accordance with the pricing set forth in the Schedule.

F. “Flexible Consumption Period” means the time period identified as such on a Schedule, and any DELL EMC approved extension(s) thereto.

G. “Installation Site” means the ship-to address or other location identified as such on the Schedule as the site of installation and/or use of a Deployed Capacity, or a subsequent location approved by DELL EMC.

H. “Monthly Committed Capacity” means the amount of capacity the Customer commits to paying for each month as specified in a Schedule regardless of its actual consumption of capacity.

I. “Deployed Capacity” means collectively: (a) “**Equipment**” (which is EMC-branded or Dell-branded hardware that DELL EMC provides to Customer under this Master Agreement); and (b) “**Software**” (any EMC-branded or Dell-branded programming code licensed to

Customer as a standard product, also including microcode, firmware and operating system software), as more specifically identified on a Schedule. The Deployed Capacity exclude Third Party Products.

J. “Prime Contract” means, if applicable, the contract (Prime Contract) and any applicable purchase order, task order or delivery order between Customer and the state or local government entity for the Deployed Capacity and Support Services described in an applicable Schedule issued under this Agreement.

K. “Return” of Deployed Capacity means the earlier to occur of (a) DELL EMC taking possession of the Deployed Capacity at the Installation Site, or (b) DELL EMC receiving and accepting a return of the Deployed Capacity.

L. “Support Services” mean services for the support and maintenance of Deployed Capacity as described in the Applicable Schedule.

M. “Third Party Deployed Capacity” means hardware, software, or services that are not “Dell” branded, “EMC” branded, or “DELL EMC” branded.

N. “Warranty Period” means for a specific Deployed Capacity, the period of warranty coverage listed at: <https://www.delltechnologies.com/content/dam/digitalasset/s/active/en/unauth/manual-warranty-informations/h4276-emc-prod-warranty-maint-table.pdf>.

2. SCHEDULES, PURCHASING, FEES AND PAYMENT.

A. Schedules. The description of the Deployed Capacity, Support Services, and related pricing are as stated in the applicable Schedule. The product specific terms informs Customer of product-specific use rights and restrictions, unit of measure (if any), and the applicable maintenance (support) obligations.

B. Ordering. Customer indicates its approval of a specific Schedule by signing it and issuing a purchase order, task order or delivery order pursuant to the Prime Contract, if applicable, to DELL EMC that incorporates by reference in its entirety the terms and conditions of such Schedule and this Agreement. DELL EMC indicates its approval of Customer's purchase order by (i) counter-signing a

Schedule and any purchase order, task order or delivery order, if applicable, executed by Customer and (ii) shipping the applicable Deployed Capacity to Customer.

C. Authorization to Monitor; Flexible Consumption Fees. During the Flexible Consumption Period, Customer shall pay a Flexible Consumption Fee calculated in accordance with pricing and frequency set forth on and defined in the applicable Schedule. DELL EMC is authorized to periodically monitor the Flexible Consumption in order to calculate the applicable Flexible Consumption Fee. DELL EMC may conduct such activity through the use of electronic means and/or on-site inspection by DELL EMC personnel and do so only in order to authenticate Customer as the user of the Flexible Consumption and verify Customer's usage levels. Customer is responsible for providing and maintaining the equipment (a physical server or virtual machine) necessary to run storage utilization scripts and to enable electronic communications between the Deployed Capacity and DELL EMC. Customer authorizes DELL EMC to store at the Installation Site, or load onto Deployed Capacity used for electronic communications, such equipment and programming as may be needed by DELL EMC to track usage levels or perform any Support Services for Deployed Capacity and shall not disable or interfere in the operation thereof. Customer shall (i) not copy or make any use thereof whatsoever; and (ii) protect such from disclosure to any third party and give DELL EMC reasonable access thereto. DELL EMC shall cooperate with Customer to minimize the impact of any DELL EMC on-site inspection to Customer's operations.

D. Payment and Assignment. DELL EMC or if applicable, its assignee, shall invoice Customer monthly. Customer shall pay invoices in full and in the same currency as the invoice within thirty (30) days after the date of invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate under any applicable Prompt Payment Act, if any. No credit cards will be accepted as a form of payment. Payments to DELL EMC's assignee of any amounts due shall not be subject to reduction or setoff. Subject to any right of non-appropriation pursuant to Section 10.B herein, Customer's obligation to pay the Monthly Flexible Consumption Fee for the Flexible Consumption Period is absolute, unconditional and non-cancellable and shall not be subject to any abatement, reduction, set off, defense, delay or counterclaim for any reason whatsoever.

E. Taxes. The charges due hereunder and any other items provided by DELL EMC are exclusive of, and Customer shall pay or reimburse DELL EMC for, all value added (VAT), sales, excise, withholding, state or other local governmental taxes, property taxes, use taxes and any other taxes, levies, customs and duties resulting from a Customer purchase order, except for taxes based on DELL EMC's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts

to DELL EMC. Unless otherwise provided on Customer's purchase order, invoices shall be sent to the Customer contact point or Customer's Accounts Receivable department, as specified on the applicable Schedule.

F. Interruption of Monitoring Capabilities. For Schedules in which Flexible Consumption varies based upon usage or another metric, if, for more than five (5) days of any calendar month, DELL EMC is unable to monitor to determine the applicable Flexible Consumption Fee due to (i) any action by anyone other than DELL EMC, or (ii) a failure of any communications equipment provided by Customer that is used for purposes of monitoring, DELL EMC shall invoice, and Customer shall pay, a Flexible Consumption Fee for the affected Billing Period(s) that shall be based on the Flexible Consumption during the previous Billing Period; provided, however, that if DELL EMC is unable to monitor for a period of more than thirty (30) days, DELL EMC shall invoice, and the Customer shall pay, either (a) the maximum capacity of the Deployed Capacity, or (b) such other maximum rate described in the Schedule, if applicable. If DELL EMC is unable to monitor the Flexible Consumption due to any failure which is caused by DELL EMC (e.g. failure of the modem, software or other equipment used by DELL EMC to monitor Customer's usage), the amounts owed by Customer for such outage period shall be based on Customer's Flexible Consumption during the previous Billing Period. DELL EMC shall promptly notify Customer of an inability to electronically and or physically access the Deployed Capacity, as applicable, and work cooperatively to reestablish access.

3. DELIVERY, RISK, TITLE, USE AND RETURN.

A. Installation Site Preparation. On or before arrival of the Deployed Capacity, Customer shall arrange (i) appropriate space at the Installation Site; (ii) the necessary environment (power, cooling, etc.) required to support and operate the Deployed Capacity; and (iii) servers and network connectivity required to support Deployed Capacity.

B. Deployed Capacity Shipment. DELL EMC shall deliver the Deployed Capacity by common carrier to the Installation Site. Software may be provided by (i) shipment of physical media; or (ii) electronic download (when so offered by DELL EMC).

C. Risk of Loss. DELL EMC shall bear the entire risk of loss, theft, damage or destruction with respect to the DELL EMC Deployed Capacity until the time of arrival of the Deployed Capacity at the Installation Site(s) and Customer shall bear such risk from such time on until the Deployed Capacity is Returned. If any loss, theft, damage or destruction to the Deployed Capacity occurs during the time Customer bears such risk, DELL EMC shall be relieved of its Flexible Consumption obligations to the extent such event impacts DELL EMC's ability to provide such Flexible Consumption until such time as the Deployed Capacity is repaired or replaced. Charges shall continue to accrue during this period of such interruption. If Deployed Capacity

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is materially damaged, stolen or destroyed, Customer shall promptly notify DELL EMC.

D. Customer Insurance Coverage. Subject to any applicable law or regulation to the contrary, Customer must insure the Deployed Capacity (with a reputable insurance company) against all: (a) liability whatsoever to any third party arising directly or indirectly out of Customer's selection, possession or use of the Deployed Capacity, and (b) loss or damage to the Deployed Capacity from all insurable risks for the full cost of replacing it, and (c) other risks in respect of which a prudent owner or operator of Deployed Capacity of the same nature as the Deployed Capacity would normally insure such Deployed Capacity. In regard to (a) and (b), DELL EMC will be named as co-insured and loss payee respectively, unless otherwise prohibited by law. Upon DELL EMC's prior written consent, Customer may meet the above insurance requirements with its existing self-insurance program, as provided under applicable law. Upon DELL EMC's request Customer must show DELL EMC evidence that the insurance required under this Master Agreement is in place in respect of the relevant Schedule(s). Customer must immediately notify DELL EMC of any loss claim and Customer must not settle any claims without DELL EMC's agreement.

E. Personal Property and Identification. Title to Deployed Capacity provided by DELL EMC pursuant to any Schedule remains with DELL EMC at all times and Customer shall have no right or interest in such Deployed Capacity except as provided in this Master Agreement and related Schedule. All Deployed Capacity shall remain personal property of DELL EMC notwithstanding the manner in which such may be attached or affixed to realty. At any time, Customer shall (i) at request of DELL EMC, legibly mark each item of Equipment in a reasonably prominent location with a label, disc or other marking stating that the Equipment is owned by DELL EMC; and (ii) not remove such without the prior written consent of DELL EMC. Customer may not change the Installation Site without DELL EMC's prior written consent. Customer shall give DELL EMC immediate written notice of any attachment or judicial process affecting the Deployed Capacity or DELL EMC's ownership of which Customer becomes aware. In case the Equipment is installed at a third party Installation Site, Customer undertakes to notify in writing such third party that DELL EMC is the owner of the Equipment and that such Equipment (i) can not be treated as a fixture or fitting forming part of the third party property (ii) can not be seized by such third party in distress for monies owed by the Customer to such third party. Customer undertakes to guarantee that, at any time during the course of any Equipment applicable Schedule, DELL EMC have the right to enter the third party Installation Site to inspect the Equipment and to retake possession of the Equipment on expiry or termination of any Schedule.

F. Ownership of Customer Data. All Customer Data, shall remain the responsibility and property of Customer.

The parties acknowledge and agree that DELL EMC does not handle, process, or direct the use of Customer Data.

G. Return of Deployed Capacity; Data Migration. Prior to any Return of Deployed Capacity, including in case of expiration or termination of the corresponding Schedule, Customer must completely migrate and erase (by use of a method that does not cause damage to the Deployed Capacity) its Customer Data and establish a mutually convenient date, generally coinciding with the end of a Billing Period, when the Deployed Capacity will be Returned to DELL EMC. Customer is liable for any Return costs and shall reimburse DELL EMC for the reasonable value of any Deployed Capacity that is not Returned or is Returned in a condition that evidences damage in excess of reasonable wear and tear.

4. LICENSE TERMS. License Grant. Customer is granted a non-exclusive, non-transferable license to use the Software and the Documentation during the Flexible Consumption Period solely for Customer's internal business operations, and, when so indicated on the applicable Schedule, for delivery of services to its end users. Customer's rights to use the Software provided by DELL EMC during the Flexible Consumption Period are governed by the terms of the Agreement and the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula for the relevant Software product family and effective as of the date of the applicable Quote shall apply taking into account the character of this Master Agreement. DELL EMC will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment item.

5. WARRANTY.

A. DELL EMC Warranty. During the Warranty Period, DELL EMC will maintain a Deployed Capacity's ability to perform substantially in accordance with the related Documentation. Customer shall promptly provide DELL EMC with written notice of any material defect of which it becomes aware. DELL EMC shall remedy such defect within thirty (30) days of receipt of notice (the "Cure Period"). If DELL EMC fails to cure such defect within the Cure Period, DELL EMC's entire liability and Customer's exclusive remedy shall be for DELL EMC to substitute the defective Deployed Capacity with an identical or equivalent Deployed Capacity model.

B. Exclusions. DELL EMC shall not be responsible for, and shall have the right to charge Customer for, and Customer shall promptly pay any charges for, Deployed Capacity related problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Deployed Capacity is used or other causes beyond DELL EMC's control; (iii) installation, operation or use not in accordance with DELL EMC's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for

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which the Deployed Capacity was not designed; (v) modification, alteration or repair by anyone other than DELL EMC or its authorized representatives; or (vi) in case of Equipment only, causes attributable to normal wear and tear. DELL EMC has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without DELL EMC's consent or whose original identification marks have been altered or removed.

C. No Further Warranties; Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO DEPLOYED CAPACITY, SUPPORT SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, DELL EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, UNDER THIS MASTER AGREEMENT AND DISCLAIMS ALL IMPLIED WARRANTIES. INsofar AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. DELL EMC AND ITS SUPPLIERS DO NOT WARRANT THAT SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS.

D. Customer Warranties.

(i). **Validity and Documentation.** Customer represents, warrants and covenants to DELL EMC and will provide to DELL EMC at DELL EMC's request all documents deemed necessary or appropriate by DELL EMC, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to DELL EMC) and Opinions of Counsel (in substantially such form as provided to Customer by DELL EMC and otherwise satisfactory to DELL EMC)(together "Documentation") to the effect that, as of the time Customer enters into this Agreement and each Schedule that:

(a) Customer is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the MFCA or any Schedule, with full power and authority to enter into this MFCA and any Schedules and perform all of its obligations under the Schedules;

(b) The MFCA and each Schedule have been duly authorized, authenticated and delivered by Customer by proper action of its governing board at a regularly

convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this MFCA and each Schedule against Customer;

(c) This MFCA and each Schedule constitute the valid, legal and binding obligations of Customer, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Customer of the MFCA or any Schedule and the transactions contemplated thereby;

(e) Customer has complied with such public bidding requirements and other state and federal laws as may be applicable to the MFCA and any Schedule and the acquisition by Customer of the Deployed Capacity;

(f) The entering into and performance of the MFCA or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Customer; (ii) result in any breach of, or constitute a default under, any instrument to which the Customer is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of DELL EMC or on the Deployed Capacity, other than those created pursuant to this MFCA;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Customer, nor to the best of Customer's knowledge and belief is there any basis therefor, which if determined adversely to Customer will have a material adverse effect on the ability of Customer to fulfill its obligations under the MFCA or any Schedule;

(h) The Deployed Capacity is essential to the proper, efficient and economic operation of Customer or to the services which Customer provides to its citizens. Customer expects to make immediate use of the Committed Capacity, at a minimum, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Flexible Consumption Period. The Deployed Capacity will be used for the sole purpose of performing one or more of Customer's governmental or proprietary functions consistent within the permissible scope of Customer's authority; and

(i) Customer has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Flexible Consumption Fees and other obligations under this MFCA and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

B. Operating Environment Warranty. Customer shall, at its expense, operate the Deployed Capacity with reasonable care and in accordance with the

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Documentation, and keep the Deployed Capacity located at the Installation Site free and clear from any liens or encumbrances. Customer shall operate and maintain a data back-up system in its data center environment. Customer shall provide for a daily back-up process including backing up data before performance of any remedial, upgrade or other works on Customer's production systems.

6. INDEMNITY.

A. IP Indemnity. DELL EMC will: (a) defend Customer against any third party claim that Deployed Capacity or Support Services (but excluding Third Party Products and open source software) infringe that party's patent, copyright or trade secret enforceable in the country where Customer acquired the Deployed Capacity from DELL EMC ("Claim"); and (b) indemnify Customer by paying: (1) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third party Claim; or (2) the amounts stated in a written settlement negotiated and approved by DELL EMC. In addition, should any Deployed Capacity or Support Service become, or in DELL EMC's opinion be likely to become, the subject of such a Claim, DELL EMC may, at its expense and in its discretion: (a) obtain a right for Customer to continue using the affected Deployed Capacity or Support Service; (b) modify the affected Deployed Capacity or Support Service to make them non-infringing; (c) replace the affected Deployed Capacity or Support Service with non-infringing substitutes; or (d) notify Customer to return the Deployed Capacity and discontinue Support Services, and, upon receipt thereof, refund the remaining portion, if any, of any pre-paid Flexible Consumption Fee. Except as otherwise provided by law, this Section 6 states Customer's exclusive remedies for any third-party intellectual property claim relating to Deployed Capacity or Support Services, and nothing in this Master Agreement or elsewhere will obligate DELL EMC to provide any greater indemnity.

B. Exclusions from Indemnity. DELL EMC has no obligation under Section 6.1 above: (a) if Customer is in material breach of this Master Agreement; or (b) for any Claim resulting or arising from: (1) any combination, operation or use of a Deployed Capacity or Support Service with any other products, services, items or technology, including Third Party Products and open source software; (2) use for a purpose or in a manner for which the Deployed Capacity or Support Service was not designed, or use after DELL EMC notifies Customer to cease such use due to a possible or pending Claim; (3) any modification to the Deployed Capacity or Support Service made by any person other than DELL EMC or its authorized representatives; (4) any modification to the Deployed Capacity or Support Service made by DELL EMC pursuant to instructions, designs, specifications or any other information provided to DELL EMC by or on behalf of Customer; (5) use of any version of a Deployed Capacity when an upgrade or newer iteration of the Deployed Capacity or Support Service

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made available by DELL EMC would have avoided the infringement; (6) services provided by Customer (including Claims seeking damages based on any revenue Customer derives from Customer's services); or (7) any data or information that Customer or a third party records on or utilizes in connection with the Deployed Capacity or Support Services.

C. Indemnification Process. DELL EMC's duty to defend and indemnify under this section is contingent upon Customer: (a) sending prompt written notice of the Claim to DELL EMC and taking reasonable steps to mitigate damages; (b) granting to DELL EMC the sole right to control the defense and resolution of the Claim; and (c) cooperating with DELL EMC in the defense and resolution of the Claim and in mitigating any damages.

7. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. EXCEPT FOR CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED HEREUNDER, CUSTOMER'S VIOLATION OF DELL EMC'S OR ITS AFFILIATES' INTELLECTUAL PROPERTY RIGHTS, OR DELL EMC'S INDEMNITY OBLIGATION STATED IN SECTION 6 ABOVE, EACH PARTY'S TOTAL LIABILITY FOR ANY CLAIM ARISING UNDER THIS MASTER AGREEMENT SHALL BE LIMITED TO THE TOTAL OF THE FLEXIBLE CONSUMPTION FEES FOR THE DEPLOYED CAPACITY, SUPPORT SERVICES, OR BOTH TO WHICH THE CLAIM RELATES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CLAIM IS MADE, EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES ACCRUED.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF DELL EMC'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR DELL EMC SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

C. Limitation Period. All claims must be made within (i) the time period specified by applicable law; or (ii) eighteen (18) months after the cause of action accrues if (a) no such period is specified at law; or (b) the applicable law allows the parties to agree to a shorter period than that specified therein.

8. CONFIDENTIALITY.

A. Existing Non-Disclosure Agreement: If Customer and DELL EMC have a non-disclosure agreement in place as of the date of this Master Agreement, then that non-disclosure agreement shall supersede this Section 8. Where no such non-disclosure agreement exists Section 8.B shall apply.

B. Confidential Information. "Confidential Information" means any information that is marked "confidential" or "proprietary" or any other similar term or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, is identified as being confidential at the

time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Master Agreement or any Schedule or purchase order hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer Data to which DELL EMC may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated in the above definition of Confidential Information applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, DELL EMC proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party and its assignees may disclose Confidential Information to (A) other companies within the receiving party's group, advisors, banks and agents for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such group companies, advisors, banks and agents comply with the foregoing; (B) to any third party for the purposes of raising funds secured on or collateralised by this Master Agreement and/or any Schedule (whether by way of bank loan or any other form of financing or fundraising or funding process); and (C) to the extent required by law, court order or regulation.

9. TRADE COMPLIANCE.

Customer's usage of DELL EMC's Deployed Capacity or Support Services and access to related technology (the "Materials") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except as in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject

or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.

10. TERM; APPROPRIATION OF FUNDS; EVENTS OF DEFAULT; REMEDIES.

A. Master Agreement Term. This Master Agreement commences on its Effective Date, and unless otherwise terminated as set forth below, shall terminate for convenience when a party sends written notice of termination, which notice shall become effective forty-five (45) days after receipt thereof. Such termination shall not terminate any Schedule already in effect at the time thereof and shall not impact any renewal provisions of such Schedules. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment and liability, shall so survive. Unless earlier terminated pursuant to its term, each Schedule shall commence and expire in accordance with its terms.

B. Appropriation of Funds.

(i) Customer reasonably believes that legally available funds in an amount sufficient to make all Monthly Flexible Consumption Fees during the Flexible Consumption Period defined in Table 3.3 on each applicable Schedule and will do all things lawfully within its power (notwithstanding its right to self rule) to obtain and maintain funds from which Monthly Flexible Consumption Fees may be paid. The parties intend that the obligation of Customer to pay the Monthly Flexible Consumption Fee and other amounts due under a Schedule constitutes a current expense of Customer and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Customer's current Fiscal Period.

(ii) Customer may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Customer's Secretary/Clerk's Certificate or other such documentation as reasonably requested by and provided to DELL EMC) certifying that: (1) sufficient funds were not appropriated and budgeted by Customer's governing body or will not otherwise be available to continue the Schedule beyond the current Fiscal Period; and (2) that Customer has exhausted all funds legally available for payment of the Monthly Flexible Consumption Fee beyond the current Fiscal Period. Upon termination of the Schedule, Customer's obligations under the Schedule (except those that expressly survive the end of the Flexible Consumption Period) and any interest in the Deployed Capacity shall cease and Customer shall surrender the Deployed Capacity in accordance with Section 3.F and/or if requested by DELL EMC, assemble the Deployed Capacity in a single location designated by DELL EMC granting DELL EMC the right to enter the premises where such Deployed Capacity

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is located for the purpose of repossession; free from all claims by Customer; provided that the parties shall reasonably cooperate to enable Customer to migrate and erase its data and for DELL EMC to recover such Deployed Capacity. Customer shall be responsible for the payment of the actual documented price of any component(s) of the DELL EMC Deployed Capacity not returned by Customer and for any damage to the DELL EMC Deployed Capacity beyond normal wear and tear. DELL EMC shall take reasonable steps to protect Customer Data for thirty (30) days after recovery of Deployed Capacity under this Subsection B.

(iii) Notwithstanding the foregoing, Customer agrees that, without creating a pledge, lien or encumbrance upon funds available to Customer in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Flexible Consumption Period for adequate funds to meet its obligations hereunder and to continue the Schedule in force.

C. Events of Default. Notwithstanding Customer's rights under Section 10 B. to non-appropriate, the occurrence of any of the following in connection with the MFCA, any Schedule, or any amendments to either of the foregoing documents, shall constitute an Event of Default: (i) Customer shall fail to pay the Monthly Flexible Consumption Fee within thirty (30) days of its due date; (ii) Customer shall fail to perform any provision, covenant, condition or agreement, and such failure shall continue for thirty (30) days after notice thereof; or (iii) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings shall be instituted by or against Customer or all or any part of its property under the Federal Bankruptcy Code or other law of the United States or any state or jurisdiction in which Customer is organized, and it shall consent thereto or shall fail to cause the same to be discharged within sixty (60) days.

D. Remedies. If an Event of Default shall occur, DELL EMC may exercise any one or more of the following remedies: (i) immediately terminate any or all Schedules; (ii) by notice in writing to Customer, declare immediately due and payable, and Customer shall be obliged to pay immediately, (1) all past due Monthly Flexible Consumption Fees and other past due amounts plus (2) as the parties agreed upon pre-estimate of damages and not a penalty, all Monthly Flexible Consumption Fees for the Monthly Committed Capacity for the remainder of the Flexible Consumption Period with clause (2) being discounted to present value using the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of the applicable Schedule and (iii) require Customer to Return any or all Deployed Capacity as provided in Section 3G and/or if requested by DELL EMC, assemble the Deployed Capacity in a single location designated by DELL EMC granting DELL EMC the right to enter the premises where such Deployed Capacity is located for the purpose of repossession; free from all claims by Customer; provided

that the parties shall reasonably cooperate to enable Customer to migrate and erase its data and for DELL EMC to recover such Deployed Capacity. Customer shall be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred by DELL EMC in retaking possession of the Deployed Capacity and/or seeking to recover amounts due. DELL EMC shall take reasonable steps to protect Customer Data for thirty (30) days after recovery of Deployed Capacity under this Subsection D.

11. MISCELLANEOUS.

A. Notices. Notice to DELL EMC under this Master Agreement or any related transaction must be in writing and sent (i) by registered or certified mail, postage prepaid first-class mail with return receipt requested; or (ii) by overnight delivery service with verification of receipt, to the address below; or (iii) by electronic mail to: Dell_Legal_Notices@dell.com. All such notices will be effective upon receipt.

Dell EMC

Attn: Contracts Manager

Dell Legal Department

One Dell Way, Round Rock, TX 78682

B. Entire Agreement. This Master Agreement, applicable Schedule(s) and each purchase order (i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in a writing with evidence of acceptance by both parties. All terms of any purchase order or similar document provided by Customer, that are inconsistent or conflict with this Master Agreement and/or Schedule, shall be null and void and of no legal force or effect.

C. Assignment and Change in Control. The assignment or transfer, whether by operation of law or otherwise, of a party's right(s) or delegation of obligation(s) hereunder, shall require the consent of the other party. However, such consent shall not be required of Customer if the assignment or transfer involves (i) assignment by DELL EMC or its assignee of the right to receive payments and related rights due by Customer (iii) the purchase of all or substantially all of DELL EMC's assets or any deemed assignment or transfer by DELL EMC by reason of merger, consolidation, change-in-control or corporate reorganization. DELL EMC may use its direct or indirect subsidiaries or other sufficiently qualified subcontractors to provide Services to Customer, provided that DELL EMC remains responsible to Customer for the Services' performance.

D. Governing Law.

This Master Agreement is governed by the laws of the State in which Customer is located. Subject to applicable state and local laws, the exclusive venue for all litigation arising between the parties related to this Agreement and any Schedules issued hereunder shall be in the federal courts sitting within the State in which Customer is located. BOTH PARTIES HEREBY WAIVE TRIAL BY JURY..

E. Waiver. Failure to enforce a provision of this Master Agreement will not constitute a waiver.

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F. Independent Contractors. The parties shall act as independent contractors for all purposes under this Master Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other.

G. Financial Statements. In addition to providing the Documentation that may be requested by DELL EMC under Section 5D(i) above, Customer agrees to furnish Customer's financial statements (prepared in accordance with generally accepted accounting principles) and other financial information, relating to a Schedule within five (5) Business Days as DELL EMC may from time to time

reasonably request and subject to the applicable confidentiality terms as provided for in Section 8.

H. Severability. If any part of this Master Agreement, Schedule, purchase order, or quote is held unenforceable, the validity of all remaining parts will not be affected.

I. Order of Precedence. In the event of a conflict between the provisions of the documentation related to this MFCA, the order of precedence with respect to the term in conflict will be: (a) the terms of a Schedule (as amended); (b) the terms of this MFCA (as amended) In the event of a conflict between the terms of the MFCA and any Prime Contract, the MFCA shall prevail.

In Witness Whereof, the parties have caused their duly authorized representatives to execute this Master Agreement as of the Effective Date.

EMC Corporation ("Dell EMC")

By: _____

Name (Print): _____

Title: _____

CUSTOMER NAME ("Customer")

By: _____

Name (Print): _____

Title: _____

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CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 01/05/2022
From: Community Development Director Aquilla Hurd-Ravich

SUBJECT:

Second Reading of Ordinance 21-1016, the Adoption of Park Place Urbanization Plan as an Amendment to the Transportation System Plan (LEG-21-00003)

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the second reading of Ordinance 21-1016 and LEG-21-00003.

EXECUTIVE SUMMARY:

The Park Place Urbanization Plan has been submitted by the Public Works Department for adoption. File No. LEG-21-00003 amends the Oregon City Transportation System Plan to add the ancillary plan for pedestrian, bicycle, and vehicular access within the Park Place neighborhood. The plan adds clarity for street designs within the project area, as well as a sidewalk prioritization plan.

The legislative process to amend the Transportation System Plan includes hearings before the Planning Commission and the City Commission, with the final plan adopted by ordinance. The adoption process for this plan is noted below:

Event	Date	Outcome
Planning Commission hearing	September 27, 2021	Continued
Planning Commission hearing	October 11, 2021	Forwarded to City Commission with recommendation for approval
City Commission hearing	November 3, 2021	Continued
City Commission hearing – first reading of ordinance	December 15, 2021	Approved
City Commission hearing – second reading of ordinance	January 5, 2021	TBD

An issues matrix summarizing and responding to issues brought up during previous hearings is attached in the agenda packet. The Planning Commission recommended approval with a condition that they would like to see more bike lanes and more traffic calming measures in the neighborhood as the plan is implemented.

A number of proofreading edits were made to the plan between the first and second readings of the ordinance. None of the changes were substantive.

BACKGROUND:

The Park Place Urbanization Plan is a document that proposes street specific cross sections for various streets within the Park Place Neighborhood Association boundary. These street designs differ from the typical street cross sections within the Transportation System Plan. The differences in street design are a response to existing conditions in Park Place of narrow, semi-rural streets. The plan prioritizes certain streets for the inclusion of sidewalks as private development occurs or as capital improvement funding becomes available.

The Park Place Neighborhood was annexed into the City over 30 years ago. Most of the streets in the project area were not built to current roadway classification standards – with the exception of the recently-constructed roadways east of Swan Ave. In the older section of the neighborhood, there is considerable dimensional variation in right-of-way, travel lanes, stormwater conveyance, and widths and existence of both sidewalk and bike lanes.

The Urbanization Plan only focuses on the existing streets that currently lack sidewalks, curbs and bicycle facilities. The goal of the plan is to ensure future improvements to existing streets are consistent, feasible, and reflect desires of those living in the neighborhood.

The plan prioritizes sidewalk improvement locations near properties that were unlikely to develop in the near term. The plan includes specific street designs for the following street segments, concentrated in the area north of Holcomb Boulevard and west of Holcomb Elementary:

1. Apperson Street
2. Front Avenue
3. Hunter Avenue (north of Holcomb)
4. Swan Avenue
5. Local streets, which include the following:
 - Frederick Street
 - Gain Street
 - Harley Avenue
 - Hunter Ave (south of Holcomb)
 - Hiram Avenue
 - Rock Street
 - Clear Street

- LaRae Road
- Short Avenue
- Jacobs Way

All other streets are considered standard local streets in the plan, and will utilize the typical street design for local streets found in the TSP and in the Municipal code.

An issues matrix summarizing and responding to issues brought up during previous Commission hearings is attached in the agenda packet. The Planning Commission recommended approval with conditions that they would like to see more bike lanes and more traffic calming measures in the neighborhood as the plan is implemented. A number of proofreading edits were made to the plan between the first and second readings of the ordinance. None of the changes were substantive.

See full staff report and recommendation attached to the agenda.

OPTIONS:

1. Approve the second reading of Ordinance 21-1016 and LEG 21-00003.
2. Continue Ordinance 21-1016 and LEG 21-00003 to a date certain with instructions for additional information or changes.

BUDGET IMPACT:

No additional funding has been allocated or planned at this time. The plan identifies funding needs for sidewalk infill of:

Priority 1 sidewalks –\$2,115,000

Priority 2 sidewalks – \$1,765,000

ORDINANCE NO. 21-1016

**AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING OREGON CITY
TRANSPORTATION SYSTEM PLAN BY ADOPTING THE PARK PLACE URBANIZATION
PLAN AS AN ANCILLARY DOCUMENT**

WHEREAS, the Transportation System Plan (TSP) is an ancillary document to the Oregon City Comprehensive Plan; and

WHEREAS, the Park Place Neighborhood is developed with numerous narrow streets that lack sidewalks, bike lanes, and curbs; and

WHEREAS, the City's Municipal code allows for modifications to street designs in Chapter 16.12.013; and

WHEREAS, the City has a need for specific street design guidance in Park Place for infill development that are tailored to fit the context of the neighborhood, as well as a prioritization plan for sidewalk infill in the neighborhood if capital funding becomes available; and

WHEREAS, the planning process included two online surveys targeted to the Park Place neighborhood, outreach to the Park Place Neighborhood Association, the Transportation Advisory Committee, information posted on the city website, and a public notice; and

WHEREAS, the Planning Commission held a public hearing on October 11, 2021 and recommended approval of the proposed plan to the City Commission; and

WHEREAS, the City Commission held a public hearing on November 3, 2021 and found that the proposed plan complies with the applicable criteria for Legislative approval as discussed in the Staff Report and Recommended Findings for File LEG-21-00003.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City of Oregon City Transportation System Plan is amended to adopt the Park Place Urbanization Study as provided in attached Exhibit A.

Section 2. The Legislative action taken by the Ordinance is explained and justified by the Analysis and Findings for LEG 21-00003.

Read for the first time at a regular meeting of the City Commission held on the 15th Day of December 2021, and the City Commission finally enacted the foregoing ordinance this _____ day of _____, 2021.

RACHEL LYLES SMITH, Mayor

Attested to this _____ day of _____,

Approved as to legal sufficiency:

Jakob S. Wiley, Assistant City Recorder

City Attorney

Attachments:

Exhibit A - Park Place Urbanization Plan and Appendices

Date/Name	Issue/Comment/Concern	Public Works staff response or comment	Has this been addressed? How?
9/28 Public Comment	People outside of the Park Place Neighborhood were not included in the process, this plan has implications for Park Place Concept Plan area development.	This plan does not consider the Park Place Concept Plan Area. This plan only affects existing roads within the neighborhood association boundary.	No revision has been made.
9/28 Testimony	A few people mentioned they did not receive the postcards about the surveys	1,353 postcards were sent to all property owners and current occupants of every property in the study area. We had a few people during the surveys contact the Asst City Engineer for an additional link to the survey. This likely resulted from survey takers typing in the survey link incorrectly.	Staff will check whether any addresses were inadvertently left off the list and can fix the problem for future outreach.
9/28 and 10/11 Testimony	General sense that Holcomb Blvd is really the top priority for neighborhood residents. Holcomb needs sidewalks, safe bike facilities, and widening where possible. Request for a speed study and for sidewalks along Holcomb connecting to the bottom of the hill (Redland intersection)	Holcomb Blvd is not part of the Park Place Urbanization Study; however, the study does assume most people are seeking to get to Holcomb from the neighborhood. This is all stated within the study.	No revisions to Plan; however, the Public Works Director has been made aware of the request. Transportation System Plan will be updated in 2023 and these concerns can be addressed then.
9/28 Testimony	Concern over street widening and sidewalks causing loss of front yard space and driveway space, specifically on Cleveland street properties.	The response during the meeting was that if a property develops, they must make the appropriate improvements, but if a property does not develop, and a sidewalk or widening is proposed along their frontage (although this is not anticipated due to lack of funding), City staff will work with the property owner to find a joint compromise solution.	Response at Planning Commission. No revisions to Plan.
9/28 Testimony	Speeding concerns were discussed. Speed bumps were inquired of.	The response during the meeting was that speed bumps can be requested through an application process where the bumps are funded by the	Response at Planning Commission. No revisions to Plan.

		residents. An offer to make a request to the Asst City Engineer was given.	
9/28 Testimony	Personal concerns were in written form : need/desire for a handicap accessible ramp, driveway access, and mature trees	Staff provided guidance to property representative the steps to seek a ramp and an additional driveway	Response outside of Planning Commission meeting in lobby. No revisions to Plan.
9/28 Testimony	Linear footage for sidewalks in the plan did not make sense, can it be double checked	City staff and the City consultant reviewed this request and both double checked. This was more about the lack of specificity of where the segments were measured.	Segments were revised where more specificity or correctness was needed.
9/28 Testimony	Request was made to have the Study be more specific.	The intent of the study is to provide an overview or a concept. Detailed design would not occur until development was proposed or a capital improvement project was planned.	Response at Planning Commission. No revisions to Plan.
9/28 Testimony	Request was made concerning the definition of the word Corridor.	A corridor is the area of the study. Similar to the Linn-Leland-Meyers study, which was referenced during the planning commission meeting, the Park Place Urbanization Study's corridor was the boundary outlined in red on the exhibits.	Response at Planning Commission. No revisions to Plan.
9/28 Planning Commissioner	Inconsistencies in survey data results in the plan – what is correct result for the mailbox question?	Staff reviewed the data and found the report to be in conflict with the survey.	Plan has been updated. See page 43.
9/28 Planning Commissioner	Inconsistencies in survey data results in the plan – what is correct result for the percentage of people who walk?	Staff reviewed the data and found the report to be in conflict with the survey.	Plan has been updated. See page 26.
9/28 Planning Commissioner	The plan seems to prioritize parking over separate bike lanes	This was due to the citizens in the survey expressing a view that parking was more important. It also occurred due to the lack of space available within the existing right of way or future right of way due to environmental issues.	Discussion occurred with the Public Works Director and City Engineer. No revisions to Plan.
9/28 Planning Commissioner	Can we consider widening sidewalks so that bikes and pedestrians can both use sidewalk, instead of bikes using the street?	There is not sufficient room for added width due to existing structure location and environmental issues. The future buildout of the Trails Master Plan anticipates addressing this issue.	Discussion occurred with the Public Works Director and City Engineer. No revisions to Plan.

9/28 Planning Commissioner	Survey question wasn't "is it important to widen streets" but the results report that the respondents "do not want the street widened"	Staff agrees with this comment and revised the Study.	Plan has been updated. See page 26 and 27.
9/28 Planning Commissioner	Was a reduced speed limit presented as an option? Is it an option?	Staff has had conflicting views in recent years with citizenry, transportation advisory committee, and the lack of a true standard.	Discussion occurred with the Public Works Director and City Engineer. No revisions to Plan.
9/28 Planning Commissioner	Might it make sense to provide an asymmetrical street design with parking on just one side?	An asymmetrical design was considered. It is shown by the way sidewalks are prioritized on one side of the street shifting as needed from side to side.	No revisions to Plan.
9/28 Planning Commissioner	Confirm whether a charter amendment is actually needed to place a trail in Park Place Park.	After review of the Charter, it isn't 100% clear whether the potential trail thru a park requires approval.	Discussion occurred with City Attorney. There is a question about a thru path whether that constitutes a charter approval. To be safe, the Study retains the language to advise future users of the Study using the word 'may'. See page 52.
9/28 Planning Commissioner	Are we not concerned about car and bike conflicts?	Due to the typical speeds and volumes of traffic on local roads, sharrows, as stated in the TSP, still are the best engineering option. The conflicts on local roads are minimal. BY adding bike lanes to Swan and keeping the ones on Holcomb, the separation of car and bike have been addressed.	No revisions to Plan.
9/28 Planning Commissioner	Can we add information in the plan about the process or next steps that would come before a sidewalk would actually be constructed by the City? What type of coordination with property owners will occur?	The Study is used as a cross section template and discusses the process that occurred to get to final cross sections. The Study's intent is not to describe implementation. Implementation requires budgeting, public outreach, and further detailed planning as is completed with any capital improvement project or development project.	No revisions to Plan.
10/11 Testimony	Desire to remove survey responses from people outside of the neighborhood (approximately 13% of total responses) from the final data analysis.	Some survey respondents may have been people who own property in Park Place but live outside of the area. Others may be people who visit the area.	No revisions to Plan.

10/11 Testimony	Cleveland Street is steep and is not safe for bikes, please change it to Priority 2. Why are sidewalks included on the south side rather than the north side?	Sidewalk infill will occur on either side as part of new development. The sidewalk prioritization plan prioritizes areas that likely will not get sidewalk infill from development.	No revisions to Plan.
10/11 Testimony	View Manor development was supposed to include sidewalks when it was built over 50 years ago. There is more need for sidewalks there than anywhere else.	Redevelopment of the property would require sidewalks in accordance with municipal code.	No revisions to Plan.
10/11 Planning Commission	Recommendation for approval with conditions that they would like to see more bike lanes and more traffic calming measures in the neighborhood as the plan is implemented.	The plan has been updated to reflect the recommendation of the Planning Commission.	See page 53 of revised Plan.
11/3 City Commission	Concerns about changes to overall right-of-way width; would like to know what the difference is between the existing right of way width and the proposed width.	Figure 4-10 has been added to highlight the existing right of way vs. proposed right of way for each affected street segment in the project area. Figures 4-3 through 4-6 now show the existing right of way ranges as well as the proposed widths.	See pages 48-49 and page 54 of the revised plan.
11/3 City Commission	The maps do not match the description of the focus area in the plan document.	The full project area was evaluated so that no streets would be missed. Areas to the east of Swan Ave consist of more recent development and are, for the most part, fully-developed roadways built to local roadway standards. The areas to the east of Swan Ave will be reviewed for existing gaps and possible network improvements, but the focus area of this project is intended to be the underdeveloped roadways from Swan Ave west within the Park Place Neighborhood.	Language has been added to section 1.1 on Page 1 for clarification.
11/3 City Commission	Number one need for this area is another arterial street connection outside of the neighborhood. Need clarification about how Park Place Concept Plan relates to this plan.	The Park Place Concept Plan (March 2008) describes a planned development to the south of the study area. This plan includes planned roadway extensions and connectivity to Holcomb Blvd at Swan Ave, and near the eastern end of the Park Place Neighborhood near Jada Way and Barlow Dr. The concept plan	A sentence has been added to section 1.2 on Page 2 for clarification. Page 22 also discusses the Park Place Concept Plan.

		Includes an extension of Holly Lane, which will provide the connectivity desired. The Park Place Urbanization Plan does not attempt to modify anything in the adopted Park Place Concept Plan.	
11/3 City Commission	Even though Holcomb Blvd is not included in this plan, it is important to understand what improvements are planned for Holcomb Blvd. The width of Holcomb would be helpful to include as well.	The City adopted Holcomb Blvd Pedestrian Enhancement Concept Plan (2005), and has included several projects for sidewalk infill, bike lanes, and crossings on Holcomb Blvd in the Transportation System Plan. The right of way width on Holcomb Blvd varies between approximately 51 feet and 73 feet where right of way has been dedicated through development projects.	No changes to plan.
12/7 City Commission Work Session	What percentage of the sidewalk prioritization funds could come from private development?	If private development were to complete all sidewalk improvements, it is projected that would involve approximately 49% of priority 1 sidewalks and 37% of priority 2 sidewalks. Remaining improvements or 'gaps' would likely need to be completed by the City.	See update to Section 5.2 on page 55
12/7 City Commission Work Session	Would like to see the name for Family Friendly Route cross section changed to something else	Staff has made a change in terminology to “local rural street cross section” so there is no confusion between Family Friendly Routes and the narrow local streets within the plan. This affects Figure 4-2, 4-7 and 4-8, section 4.2.1, figure 3-22, figure 3-5, figure 3-4, figure 3-3.	Terminology in the plan has been updated



OREGON CITY

Planning Division and Public Works: Development Services

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LEGISLATIVE STAFF REPORT AND RECOMMENDATION

A preliminary analysis of the applicable approval criteria for a legislative proposal is enclosed within the following report.

September 20, 2021

HEARING DATE: September 27, 2021 - Planning Commission

FILE NUMBER: LEG-21-00003

APPLICATION TYPE: Legislative (OCMC 17.50.170)

APPLICANT: City of Oregon City, c/o Public Works Department, PO Box 3040, Oregon City, OR 97045
John Lewis, Public Works Director

REQUEST: Adoption of Park Place Urbanization Plan as part of the Transportation System Plan

LOCATION(S): Park Place Neighborhood

I. BACKGROUND:

File No. LEG-21-00003 updates the Oregon City Transportation System Plan by adopting the Park Place Urbanization Plan. The Oregon City Transportation System Plan is an ancillary document to the Oregon City Comprehensive Plan.

According to the 2004 Oregon City Comprehensive Plan (Introduction, “Implementing the Plan” Page 4): “Ancillary Plans are adopted by the City Commission for such things as parks and recreation, transportation systems, water facilities, and sewer facilities. Usually prepared by City departments through a public process, ancillary plans are approved by the City Planning Commission and adopted by the City Commission to provide operational guidance to city departments in planning for and carrying out city services. These plans are updated more frequently than the Comprehensive Plan.”

The applicant submitted the following description of the Park Place Urbanization Plan:

The Park Place Urbanization Plan is a document that proposes street specific cross sections for various streets within the Park Place Neighborhood Association boundary.

These street designs differ from the typical street cross sections within the Transportation System Plan. The differences in street design are a response to existing conditions in Park Place of narrow, semi-rural streets. The plan prioritizes certain streets for the inclusion of sidewalks as private development occurs or as capital improvement funding becomes available.

The Park Place Neighborhood was annexed into the City 20+ years ago and consists of rural County style roads without many urban improvements such as curbs, sidewalks, and bike lanes. As private development has occurred, the existing road network has been improved as possible within the constraints of existing structures and environmental conditions. New streets in the neighborhood are built according to the standard street designs found within the Transportation System Plan. The Urbanization Plan only focuses on the existing streets that currently lack sidewalks, curbs and bicycle facilities. The goal of the plan is to ensure future urbanization is consistent, reasonable with respect to existing conditions (structure locations, environmental), and fulfills the Transportation System, while also balancing that with the desires of those living in the neighborhood.

The City sought a grant for the Plan in 2020 and presented the concept of the Plan to the Planning Commission on June 8, 2020, City Commission on June 15, 2020, Transportation Advisory Committee on June 16, 2020, and the Park Place Neighborhood Association on June 29, 2020.

The City was not successful in getting the grant; therefore, a consultant was hired with budgeted funds to complete the plan. The first public meeting occurred on January 18, 2021 with the Park Place Neighborhood Association. The last meeting held on the project was with the Project Management Team on July 13, 2021.

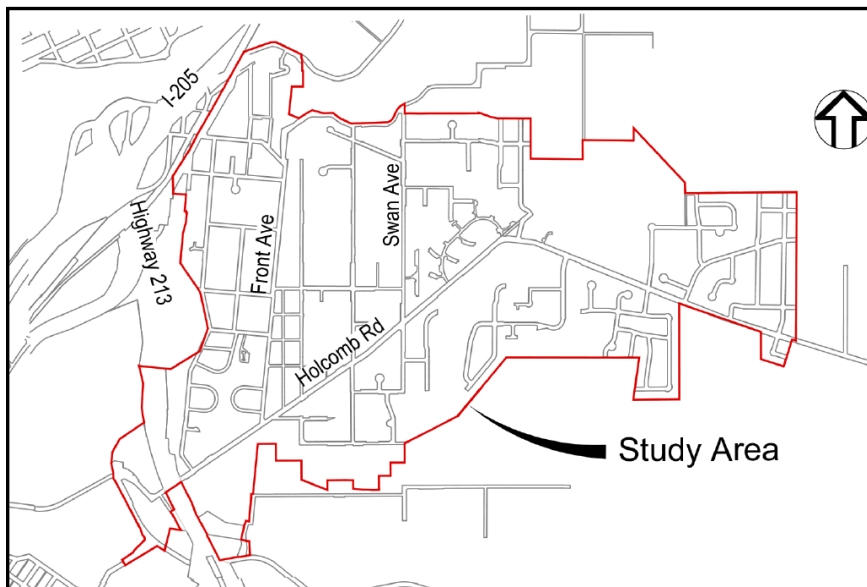


Figure 1: Project Area

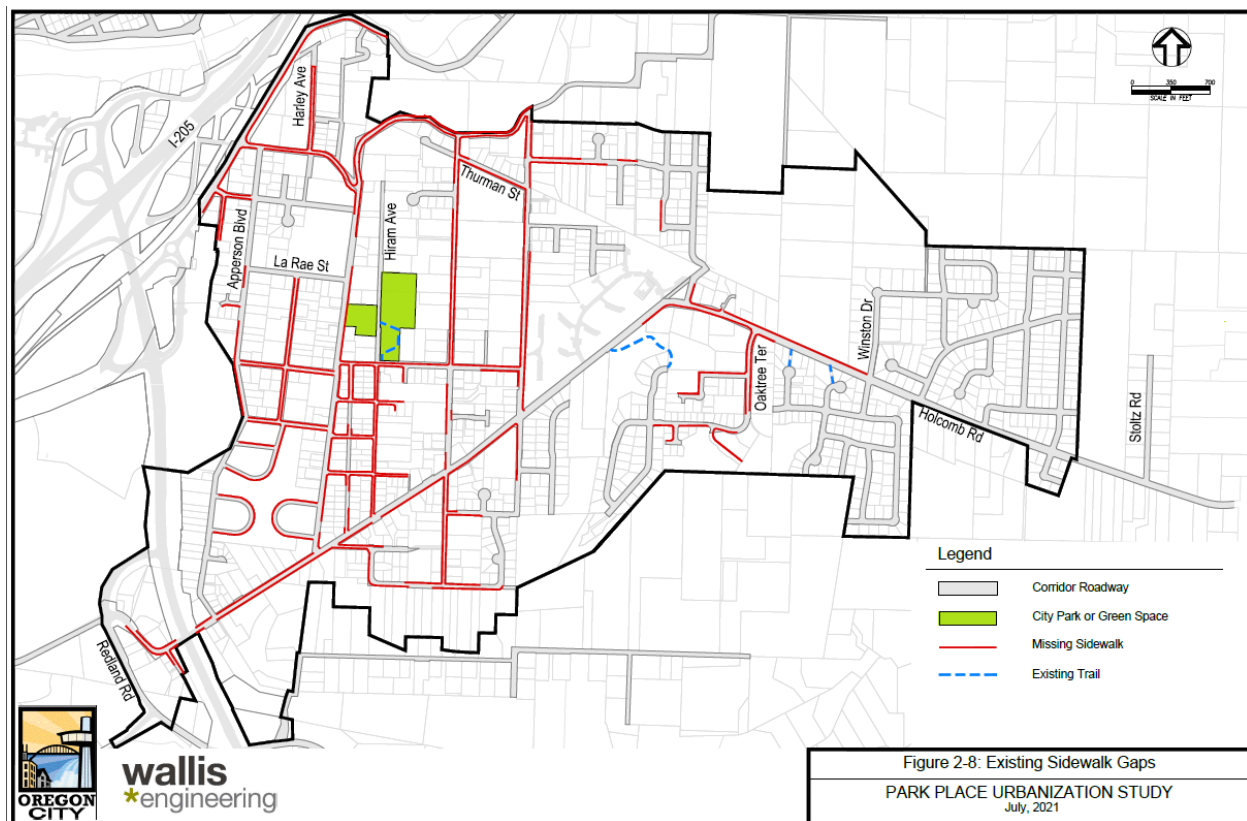
Most of the streets in the project area were not built to current roadway classification standards – with the exception of the recently-constructed roadways east of Swan Ave. In the older section of the neighborhood, there is considerable dimensional variation in right-of-way, travel lanes, stormwater conveyance, and widths and existence of both sidewalk and bike lanes.



**Figure 2-5: Narrow Roadway
(Hiram Ave)**

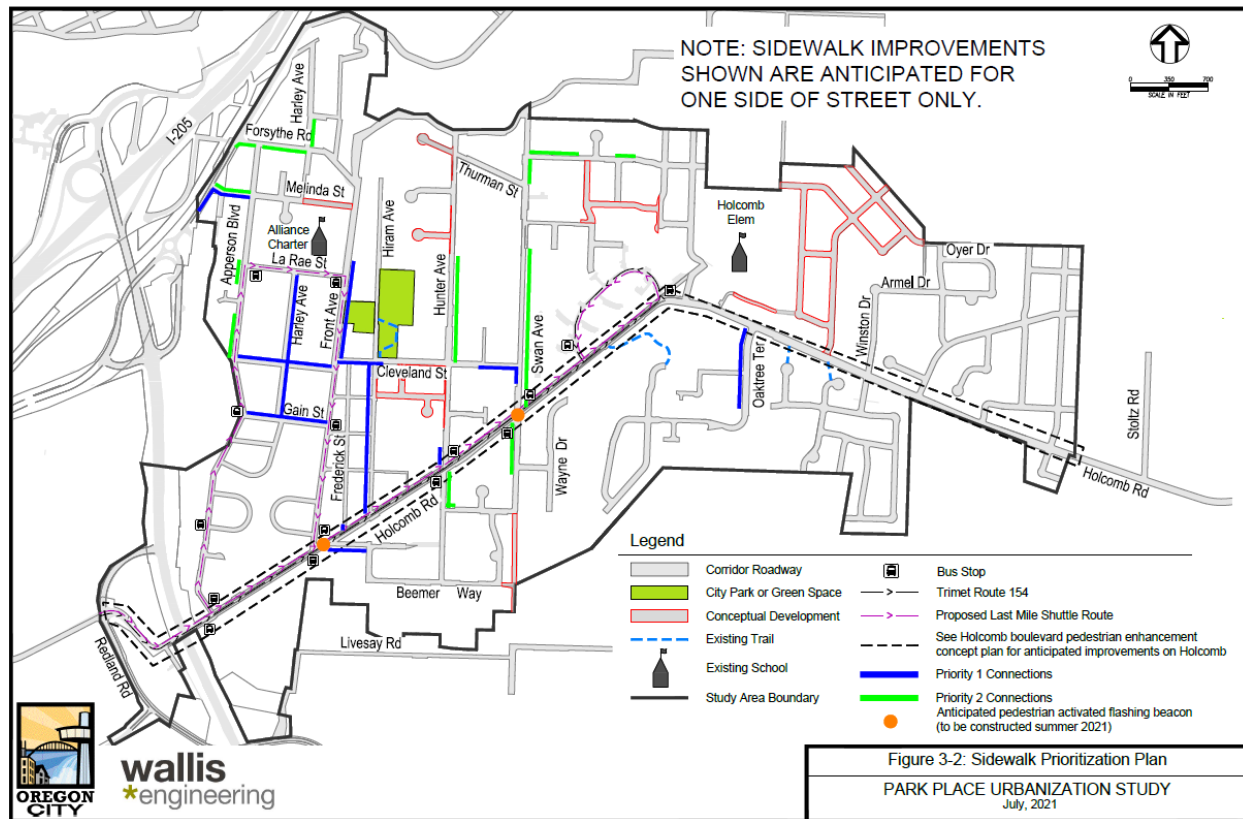


**Figure 2-6: Variable Roadway Widths
(Cleveland St.)**



The plan prioritizes sidewalk improvement locations near properties that were unlikely to develop in the near term. Pedestrian improvements were broken into two phases. The first phase would include those projects that accomplished the plan goals at the lowest cost, and with the lowest possible impact. Impacts were defined as requiring the purchase of Right-of-Way, proximity to Natural Resource Overlay

District boundaries and challenges to construction. The second phase would include sidewalk segments that were further from Holcomb Blvd, served fewer residents, or were necessary to complete a continuous connected network but had development potential.



The plan includes specific street designs for the following street segments, concentrated in the area north of Holcomb Boulevard and west of Holcomb Elementary:

1. Apperson Street
2. Front Avenue
3. Hunter Avenue (North of Holcomb)
4. Swan Avenue
5. Family Friendly Routes, which include the following:
 - Frederick Street
 - Gain Street
 - Harley Avenue
 - Hunter Ave (south of Holcomb)
 - Hiram Avenue
 - Rock Street
 - Clear Street
 - LaRae Rd
 - Short Avenue
 - Jacobs Way

All other streets are considered local streets in the plan, and will utilize the typical street design for local streets found in the TSP and in the Municipal code.

The Park Place Urbanization Plan differs from the TSP in the following ways:

- Cleveland Street does not keep the family friendly route status, instead is classified as a local street
- Beemer Way does not keep the family friendly route status, instead is classified as a local street
- Front Avenue does not keep the family friendly route status, instead has its own specific street design
- Additional family friendly route designations as noted above

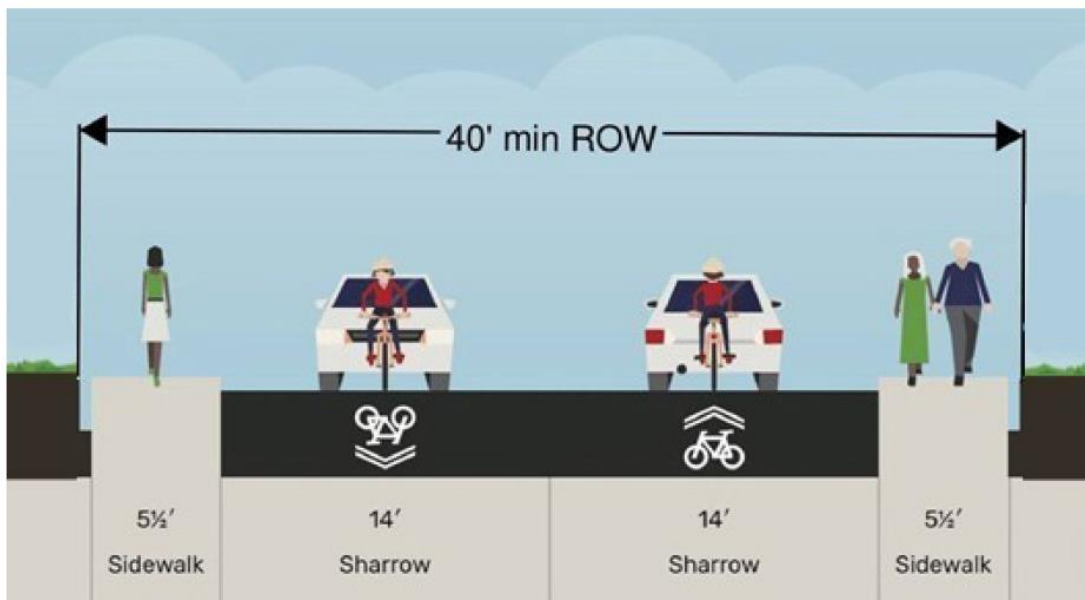


Figure 4-3: Apperson Street Cross Section

The design for Apperson Street includes 28 feet of pavement, with 5.5-foot sidewalks. On-street parking will not be restricted. Bicycles do not have separate facilities and share the lanes with other vehicles. Street trees will be planted behind the sidewalk.

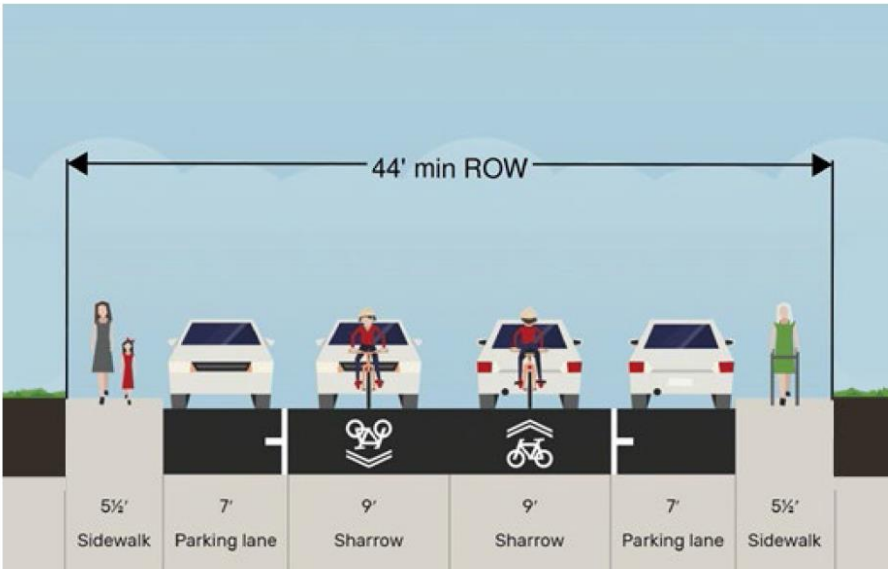


Figure 4-4: Front Avenue Cross Section

The design for Front Avenue allows for on-street parking on both sides of the street, with 5.5-foot sidewalks. Bicycles do not have separate facilities and share the lanes with other vehicles. Street trees will be planted behind the sidewalk.



Figure 4-5: Hunter Street Cross Section

The design for Hunter Avenue allows for on-street parking on both sides of the street, with 5-foot sidewalks. Bicycles do not have separate facilities and share the lanes with other vehicles. Street trees will be planted in a 4.5 foot landscape strip between the sidewalk and the street pavement. In areas where the street crosses through a Natural Resource or Geologic Hazard Overlay, the landscape strip would be eliminated to reduce the overall width.

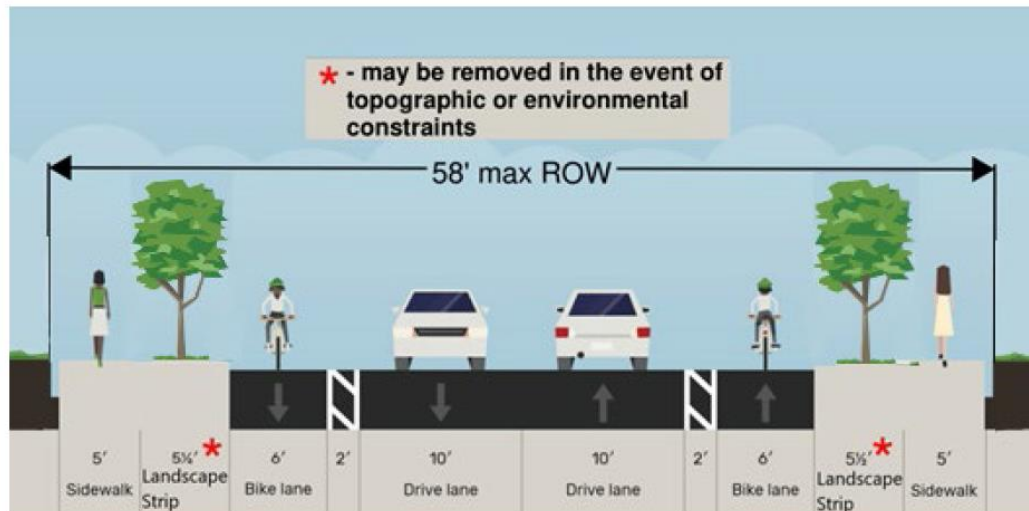


Figure 4-6: Swan Avenue Cross Section

The design for Swan Avenue allows for on-street parking on both sides of the street, with 5-foot sidewalks. Bicycles have separate lanes including a 2-foot buffer. No on-street parking will be permitted. Street trees will be planted in a 5.5 foot landscape strip between the sidewalk and the street pavement. In areas where the street crosses through a Natural Resource or Geologic Hazard Overlay, the landscape strip would be eliminated to reduce the overall width.

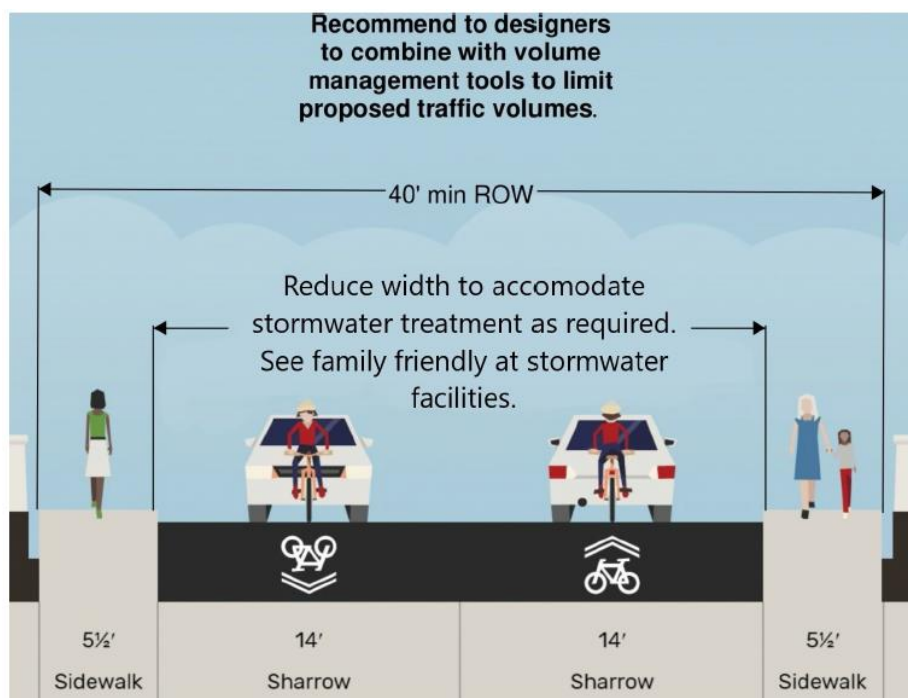


Figure 3-4: Family Friendly Street Cross Section

The design for family friendly streets includes 28 feet of pavement with 5.5-foot sidewalks. On-street parking will not be restricted. Bicycles do not have separate facilities and share the lanes with other

vehicles. Street trees will be planted behind the sidewalk. Where stormwater facilities are needed, the pavement will narrow to 20 feet and 4.5-foot wide rain gardens will be placed between the sidewalk and the pavement.

PROCESS

Adoption of the plan is a legislative action that requires review and recommendation from the Planning Commission prior to adoption by the City Commission.

Public Involvement and Public Comment

The Park Place Urbanization Plan process provides opportunities for public involvement in the legislative decision making process through the public hearing process, newspaper noticing, meetings with the Transportation Advisory Committee, Park Place Neighborhood Association, affected agencies such as the School District and Clackamas Housing, and work sessions with the Planning Commission and City Commission.

The public involvement and public comment process included: placing project information on the City's website, (3) meetings with the Park Place Neighborhood Association, (2) meetings with the Transportation Advisory Committee, (3) meetings with the Planning Commission, (2) meeting with the City Commission, and e-mail to Oregon City School District and Clackamas Housing Authority. In addition, Oregon City convened a Park Place Urbanization Plan Project Management Team (PMT) which included: participants from two Oregon City departments (Public Works, Planning). The PMT met (6) times over the course of the project. In addition, TriMet, Oregon City Parks and Recreation, Police Department, Clackamas Fire District No. 1, and South Fork Water Board were all provided links to the Draft Urbanization Study to be able to provide comment.

The Park Place Urbanization Plan has been available for review on the Oregon City website at the following address: <https://www.orcity.org/publicworks/project/ps-20-027>.

The project team held several public meetings and other public notices and outreach efforts:

- Park Place Neighborhood Association – Overview : January 18, 2021
- Survey #1 Postcard : January 22, 2021 – February 26, 2021
- Development Stakeholder's Group – Overview : March 11, 2021
- Park Place Neighborhood Association – Results of Survey #1, Plan for Survey #2 : April 19, 2021
- Survey #2 Postcard : May 10, 2021 – May 31, 2021
- July 19, 2021 : E-mail to Park Place Neighborhood Association Chair requesting desire for any further review
- July 26, 2021 : E-mail to all Oregon City Public Works Managers and Engineering, Oregon City Police, Oregon City, Oregon City School District, Oregon City Parks and Recreation, South Fork Water Board, Clackamas Fire No. 1, and Clackamas Housing Authority requesting any comments
- July 27, 2021 : Draft Plan placed on project website
- July 28, 2021 : E-mail to Park Place Neighborhood Association and CIC Chairs requesting desire for any further review
- July 29, 2021 : E-mail to TriMet requesting any comments

Results of one of the surveys are summarized in the following infographic. The top safety concerns from respondents were the lack of sidewalks, and speeding. If there were safer sidewalks, about half of respondents say they would travel more often within the neighborhood. Over half of respondents don't want the roadways to widen, but do believe it is important to separate bicyclists from cars. Over half of respondents do not believe sharrows provide adequate protection when bicycling within the neighborhood.



Figure 3-1: Public Survey #1 Results

The following meetings are scheduled for final review and adoption of the plan. These dates are subject to change:

- Transportation Advisory Committee : September 21, 2021
- Planning Commission, Meeting #1 : September 27, 2021
- Planning Commission, possible Meeting #2 : October 25, 2021
- City Commission, possible Meeting #1 : November 3, 2021

The Legislative Process as it relates to the Oregon City Comprehensive Plan

The applicable approval criteria for a legislative action are the guidance provided in the Oregon City Comprehensive Plan, the applicable goals and policies of the Oregon City Comprehensive Plan, and any applicable statewide planning goals.

Section 2 – *Land Use* of the 2004 Oregon City Comprehensive Plan indicates that the regular review and updated of the Comprehensive Plan should consider the following:

1. Plan implementation process.
2. Adequacy of the Plan to guide land use actions, including an examination of trends.
3. Whether the Plan still reflects community needs, desires, attitudes and conditions. This shall include changing demographic patterns and economics.
4. Addition of updated factual information including that made available to the City of regional, state and federal governmental agencies.

Oregon City Comprehensive Plan (P.16)

Regular Review and Update

Plan maintenance and updating is a continuous technical review of the Plan by the Planning staff. This review and any subsequent recommendations for Plan updating should be presented to the Neighborhood Associations, Planning Commission and City Commission for input and discussion in the same manner as requested Plan changes. The continuous review should consider:

1. Plan implementation process;

The adoption of the Park Place Urbanization Plan does not make any changes to the existing goals and policies of the Comprehensive Plan. The Park Place Urbanization Plan is a special purpose plan that is part of the City's Transportation System Plan, an adopted Ancillary Document to the Oregon City Comprehensive Plan. The TSP is both a technical document and a conceptual guide that requires regular review in order to maintain and update it. The applicant, Oregon City Public Works Department, has presented the update for input by the residents, affected agencies, property owners, the Transportation Technical Advisory Committee, Neighborhood Associations, Planning Commission and City Commission in accordance with the recommended method described in the Comprehensive Plan and pursuant to the applicable process described in Oregon City Municipal Code section 17.50.170. The plan implementation process is consistent with the Comprehensive Plan.

2. Adequacy of the Plan to guide land use actions, including an examination of trends.

The Comprehensive Plan is a high level planning document that does not address specific streets or street designs. The adoption of the Park Place Urbanization Plan does not make any changes to the

existing goals and policies of the Comprehensive Plan. The Park Place Urbanization Plan provides additional specificity, including an analysis of existing conditions and provides direction for future development, funding and needs. The plan provides a comprehensive review of the corridor system for all modes of transportation and provides an adequate guide for future land use actions and the development of criteria to be utilized in land use actions. The plan includes construction cost estimates and contingencies for the planning and design of recommended system facilities for the corridor.

3. *Whether the Plan still reflects community needs, desires, attitudes and conditions. This shall include changing demographic patterns and economics.*

The Comprehensive Plan was adopted in 2004. The City is currently undertaking an effort to update the Comprehensive Plan – Project OC2040. The City completed an update in 2013 to the Transportation System Plan (TSP), which is consistent with the 2004 Comprehensive Plan. The adoption of the Park Place Urbanization Plan does not make any changes to the existing goals and policies of the Comprehensive Plan.

The Oregon City Public Works Department Plan considers the Park Place Urbanization Plan a necessary planning document for designing streets in the neighborhood for multiple modes (vehicles, pedestrian, bicycles, freight, transit and motorcycles), and to accommodate future growth in the Park Place Neighborhood. As part of this planning effort, the consultant conducted existing conditions analysis of the existing transportation system, a future needs assessment, and an analysis of alternatives within the planning area.

The Park Place Neighborhood Association expressed the following concerns with the current existing infrastructure:

- Adequate infrastructure (in particular, sidewalks) is not sufficient with the study area.
- There is a disconnect between the expectations in the community and the criteria that the city follows to build out infrastructure, and there is significant uncertainty about how to pay for infrastructure.
- There are inequalities in infrastructure, such as a lack of sidewalks in existing parts of the city, and new development cannot pay to correct all these deficiencies.
- Development is only required to pay for its direct impacts and its proportional share of off-site improvements, which may happen incrementally.
- County and other non-Oregon City vehicular traffic uses the capacity of the city's transportation system but does not pay for it.
- The city should not wait until infrastructure is failing to "fix" it.
- The Holcomb Boulevard Pedestrian Plan has not been fully implemented.

4. *Addition of updated factual information including that made available to the City by regional, state and federal governmental agencies.*

The adoption of the Park Place Urbanization Plan does not make any changes to the existing goals and policies of the Comprehensive Plan. It is not proposed as a response to new updated factual information. The Park Place Urbanization Plan was developed with an analysis of traffic crash history perspective within the study area. These statistics were used to prioritize projects within the study area.

In addition, as part of the extension corridor plan analysis, the consultant team conducted research of publicly-available documentation and a reconnaissance level review of the environmental constraints in the corridor. Mapping of the site was intended to help designers understand where they could avoid and minimize impacts to natural resources.

Public Notice and Comments

This is a legislative action that requires public notice pursuant to OCMC 17.50.090.C. - *Notice of Public Hearing on a Legislative Proposal*. The Community Development Director provided the required Post Acknowledgement Plan Amendment (PAPA) notice to the Oregon Department of Land Conservation and Development on August 20, 2021. Notice of the September 27, 2021 Planning Commission public hearing was provided to the Citizen Involvement Committee, Neighborhood Associations, and affected service districts, agencies and parties by email.

No public comments were received before publication of this staff report. The Building Division indicated that the proposal does not conflict with their interests.

II. DECISION-MAKING CRITERIA

The remainder of this staff report provides additional findings to demonstrate that the proposed Park Place Urbanization Plan is consistent with applicable approval criteria.

Chapter 17.68 - Zoning Changes and Comprehensive Plan Amendments

17.68.010 - Initiation of the amendment.

A text amendment to the comprehensive plan, or an amendment to the zoning code or map or the Comprehensive Plan map, may be initiated by:

- A. A resolution request by the City Commission;*
- B. An official proposal by the Planning Commission;*
- C. An application to the Planning Division; or.*
- D. A Legislative request by the Planning Division.*

All requests for amendment or change in this title shall be referred to the Planning Commission.

Finding: The proposal qualifies as initiated as a legislative request by the initiation of a request by the Public Works Department via the Planning Division.

17.68.015 –Procedures.

Applications shall be reviewed pursuant to the procedures set forth in Chapter 17.50.

17.50.170 - Legislative hearing process.

A. Purpose. Legislative actions involve the adoption or amendment of the city's land use regulations, comprehensive plan, maps, inventories and other policy documents that affect the entire city or large portions of it. Legislative actions which affect land use shall begin with a public hearing before the planning commission.

B. Planning Commission Review.

1. Hearing Required. The planning commission shall hold at least one public hearing before recommending action on a legislative proposal. Any interested person may appear and provide written or oral testimony on the proposal at or prior to the hearing. The community development director shall

notify the Oregon Department of Land Conservation and Development (DLCD) as required by the post-acknowledgment procedures of ORS 197.610 to 197.625, as applicable.

C. City Commission Review.

1. *City Commission Action.* Upon a recommendation from the planning commission on a legislative action, the city commission shall hold at least one public hearing on the proposal. Any interested person may provide written or oral testimony on the proposal at or prior to the hearing. At the conclusion of the hearing, the city commission may adopt, modify or reject the legislative proposal, or it may remand the matter to the planning commission for further consideration. If the decision is to adopt at least some form of the proposal, and thereby amend the city's land use regulations, comprehensive plan, official zoning maps or some component of any of these documents, the city commission decision shall be enacted as an ordinance.

2. *Notice of Final Decision.* Not later than five days following the city commission final decision, the community development director shall mail notice of the decision to DLCD in accordance with ORS 197.615(2).

Finding: Complies as Proposed. This legislative action is following the procedures found in OCMC 17.50.170.

17.68.020 - Criteria.

The criteria for comprehensive plan amendment or text or map amendment in the zoning code are set forth as follows:

A. *The proposal shall be consistent with the applicable goals and policies of the comprehensive plan;*

Finding: Complies as Proposed. This legislative action is consistent with the applicable goals and policies of the comprehensive plan as detailed in the responses below. Therefore, the proposed amendments are consistent with Criterion (A).

Oregon City Comprehensive Plan

Section 1 Citizen Involvement

Goal 1.2 Community and Comprehensive Planning

Ensure that citizens, neighborhood groups, and affected property owners are involved in all phases of the comprehensive planning program.

Policy 1.2.1 - Encourage citizens to participate in appropriate government functions and land-use planning.

Goal 1.3 Community Education - Provide education for individuals, groups, and communities to ensure effective participation in decision-making processes that affect the livability of neighborhoods.

Goal 1.4 Community Involvement - Provide complete information for individuals, groups, and communities to participate in public policy planning and implementation of policies.

Policy 1.4.1 - Notify citizens about community involvement opportunities when they occur.

Finding: Complies as Proposed. Oregon City Public Works Department sought public input at several meetings including the Transportation Advisory Committee, Park Place Neighborhood Association, Development Stakeholder Group. Documentation produced with the corridor plan has been posted on the project website throughout the duration of the project and comments have been integrated into the

final product. The Citizen Involvement Committee declined an offer to place the item on their agenda, stating that the previous meetings with the Park Place Neighborhood Association sufficed. The product will be reviewed through the Legislative approval process.

Postcards were mailed to all property owners within the Park Place Neighborhood Association to guide them to the project website and to take two surveys, during the development of the plan.

The draft final plan, which has been posted on the website since late July 2021, will be presented to the Transportation Advisory Committee on September 21 and to the Planning Commission on September 27th.

Comprehensive Plan Section 2 Land Use

Section 2: Land Use

Finding: Complies as Proposed. No change to land uses are proposed. The Plan aims to connect residents to all uses within the neighborhood and beyond.

Goal 2.4: Neighborhood Livability - Provide a sense of place and identity for residents and visitors by protecting and maintaining neighborhoods as the basic unit of community life in Oregon City while implementing the goals and policies of the other sections of the Comprehensive Plan.

Policy 2.4.2 Strive to establish facilities and land uses in every neighborhood that help give vibrancy, a sense of place, and a feeling of uniqueness; such as activity centers and points of interest.

Finding: Complies as Proposed. The Plan aims to connect residents to all uses within the neighborhood and beyond, and to provide connections between unique neighborhood amenities such as Park Place Park, Holcomb Elementary, a charter school, and the commercial uses along Holcomb Boulevard. The Plan will add to the vibrancy of the area by creating a safer environment for people to travel within their neighborhoods on foot and by bicycle when funds become available to build the infrastructure.

Policy 2.4.3 Promote connectivity between neighborhoods and neighborhood commercial centers through a variety of transportation modes.

Finding: Complies as Proposed. The Plan aims to connect residents to all uses within the neighborhood and beyond, and to provide connections between unique neighborhood amenities such as Park Place Park, Holcomb Elementary, a charter school, and the commercial uses along Holcomb Boulevard.

Goal 2.7 Oregon City Comprehensive Plan Land-Use Map

Maintain the Oregon City Comprehensive Plan Land-Use Map as the official long-range planning guide for land-use development of the city by type, density and location.

Policy 2.7.2 Use the following 11 land-use classifications on the Oregon City Comprehensive Plan Land-Use Map to determine the zoning classifications that may be applied to parcels:

- Low Density Residential (LR)
- Medium Density Residential (MR)
- High Density Residential (HR)
- Commercial (C)
- Mixed Use Corridor (MUC)
- Mixed Use Downtown (MUD)
- Industrial (I)
- Public and Quasi-Public (QP)
- Parks (P)
- Future Urban Holding (FUH)

- *Mixed Use Employment (MUE)*

Finding: Complies as Proposed. This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The proposal will maintain the existing Oregon City Land Use Map as the official long range planning guide for land use development of the city by types, density and location (Goal 2.7).

Goal 3: Agricultural Lands

Finding: Goal 3 is not applicable.

Goal 4: Forest Lands

Finding: Goal 4 is not applicable.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources

Goal 5.1 – Open Space

Policy 5.1.1 Conserve open space along creeks, urban drainage ways, steep hillsides, and throughout Newell Creek Canyon.

Policy 5.1.2 Manage open space areas for their value in linking citizens and visitors with the natural environment, providing solace, exercise, scenic views and outdoor education. Built features in open space sites should harmonize with natural surroundings.

Finding: Complies as Proposed. This proposal makes no changes to the existing inventories of open space, scenic and historic areas, and natural resources or the adopted maps, code and policies pertaining thereto. The proposal will assist in the identification, conservation and management of new resources that may be impacted when improvements are planned and constructed (Goal 5.1).

Goal 5.2 Scenic Views and Scenic Sites

Policy 5.2.1 Identify and protect significant views of local and distant features such as Mt. Hood, the Cascade Mountains, the Clackamas River Valley, the Willamette River, Willamette Falls, the Tualatin Mountains, Newell Creek Canyon, and the skyline of the city of Portland, as viewed from within the city.

Policy 5.2.2 Maximize the visual compatibility and minimize the visual distraction of new structures or development within important viewsheds by establishing standards for landscaping, placement, height, mass, color, and window reflectivity.

Finding: Complies as Proposed. This proposal makes no changes to the existing inventories of open space, scenic and historic areas, and natural resources or the adopted maps, code and policies pertaining thereto. The proposal will assist in the identification, conservation and management of new resources that may be impacted when improvements are planned and constructed (Goal 5.1 and 5.2).

Goal 5.3 Historic Resources

Policy 5.3.3 Promote the designation of qualifying properties outside Historic and Conservation Districts as historic.

Policy 5.3.8 Preserve and accentuate historic resources as part of an urban environment that is being reshaped by new development projects.

Finding: Complies as Proposed. This proposal makes no changes to the existing inventories of open space, scenic and historic areas, and natural resources or the adopted maps, code and policies pertaining thereto. There are a few historic landmarks in the Park Place neighborhood, located along a few of the streets included in the Plan – Apperson Street, Front Avenue, Harley Avenue and Hiram Avenue. The Park Place Urbanization Plan calls for the addition of wider pavement, sidewalk, curbs and gutters in some of these areas. If any historic resources are impacted by right of way improvements or installations, historic review will be required in accordance with the Municipal Code, and street designs along a historic landmark frontage may vary in order to preserve historic character.

Goal 5.4 Natural Resources

Policy 5.4.1 *Conserve and restore ecological structure, processes and functions within the city to closely approximate natural ecosystem structure, processes, and functions.*

Policy 5.4.5 *Ensure that riparian corridors along streams and rivers are conserved and restored to provide maximum ecological value to aquatic and terrestrial species. This could include an aggressive tree and vegetation planting program to stabilize slopes, reduce erosion, and mitigate against invasive species and stream impacts where appropriate.*

Policy 5.4.9 *Protect and enhance riparian corridors along streams in Oregon City to increase shade, reduce streambank erosion and intrusion of sediments, and provide habitat for a variety of plants, animals, and fish.*

Policy 5.4.12 *Use a watershed-scale assessment when reviewing and planning for the potential effects from development, whether private or public, on water quality and quantity entering streams.*

Policy 5.4.13 *Adopt and/or establish standards for all new development that promote the use of pervious surfaces and prevent negative ecological effects of urban stormwater runoff on streams, creeks and rivers.*

Policy 5.4.16 *Protect surfacewater quality by:*

- *providing a vegetated corridor to separate protected water features from development*
- *maintaining or reducing stream temperatures with vegetative shading*
- *minimizing erosion and nutrient and pollutant loading into water*
- *providing infiltration and natural water purification by percolation through soil and vegetation*

Policy 5.4.18 *Encourage use of native and hardy plants such as trees, shrubs and groundcovers to maintain ecological function and reduce maintenance costs and chemical use.*

Finding: Complies as Proposed. This proposal makes no changes to the existing inventories of open space, scenic and historic areas, and natural resources or the adopted maps, code and policies pertaining thereto. The plan states “An NROD buffer area of varying widths follows the two stream corridors through the neighborhood. Future improvements constructed within the NROD or its buffer

will be required to comply with City environmental standards.” Where a Natural Resource Overlay District is identified, the plan contains a narrower street design that balances safety and environmental protection. For example, on Hunter Avenue, the landscape strip is eliminated (see figure below). The Transportation System plan includes a constrained right of way discussion as follows:

Constrained Streets are generally located in steep, environmentally sensitive, rural, historic, or development limited areas of the City. These streets may require different design elements that may not be to scale with the adjacent land use. Constrained elements may include narrower or limited travel lanes, and pedestrian and bicycle facilities, or accommodations that generally match those provided by the surrounding developed land uses. To the extent possible, pedestrian and bicycle accommodations should be provided on an adjacent roadway, via a shared-use path or shared within the right-of-way using distinctive design details.

The proposed cross sections are consistent with the TSP. Eliminating the parking lane in constrained areas may also be considered, to further reduce the street width in sensitive areas.

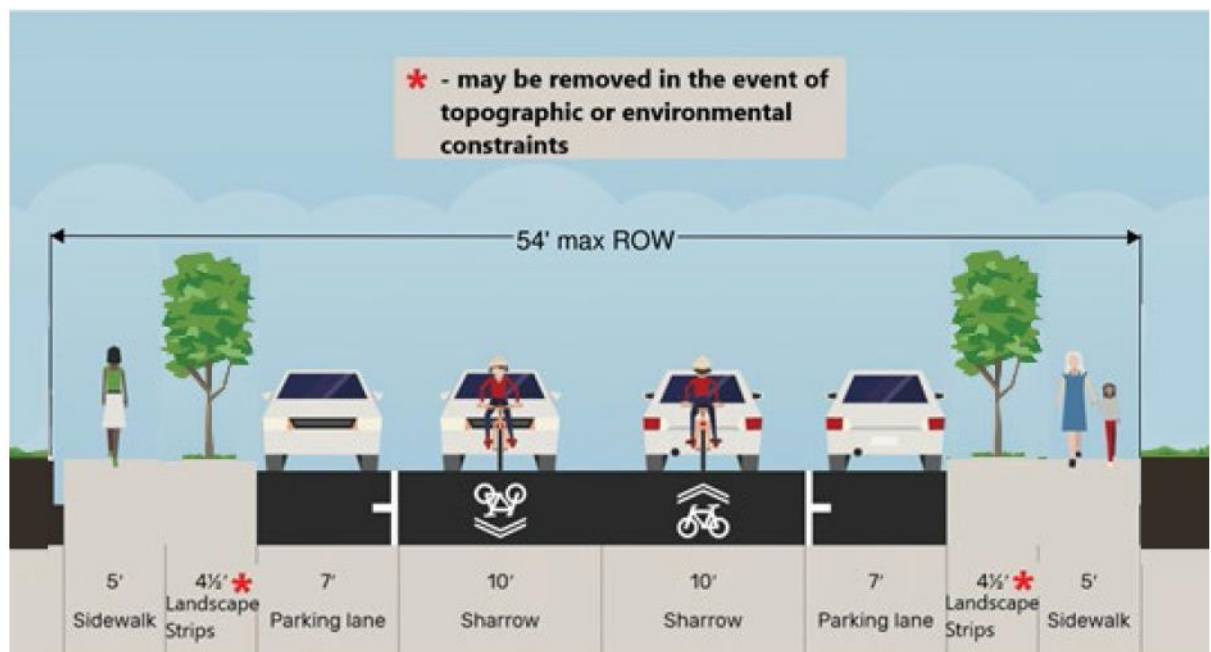
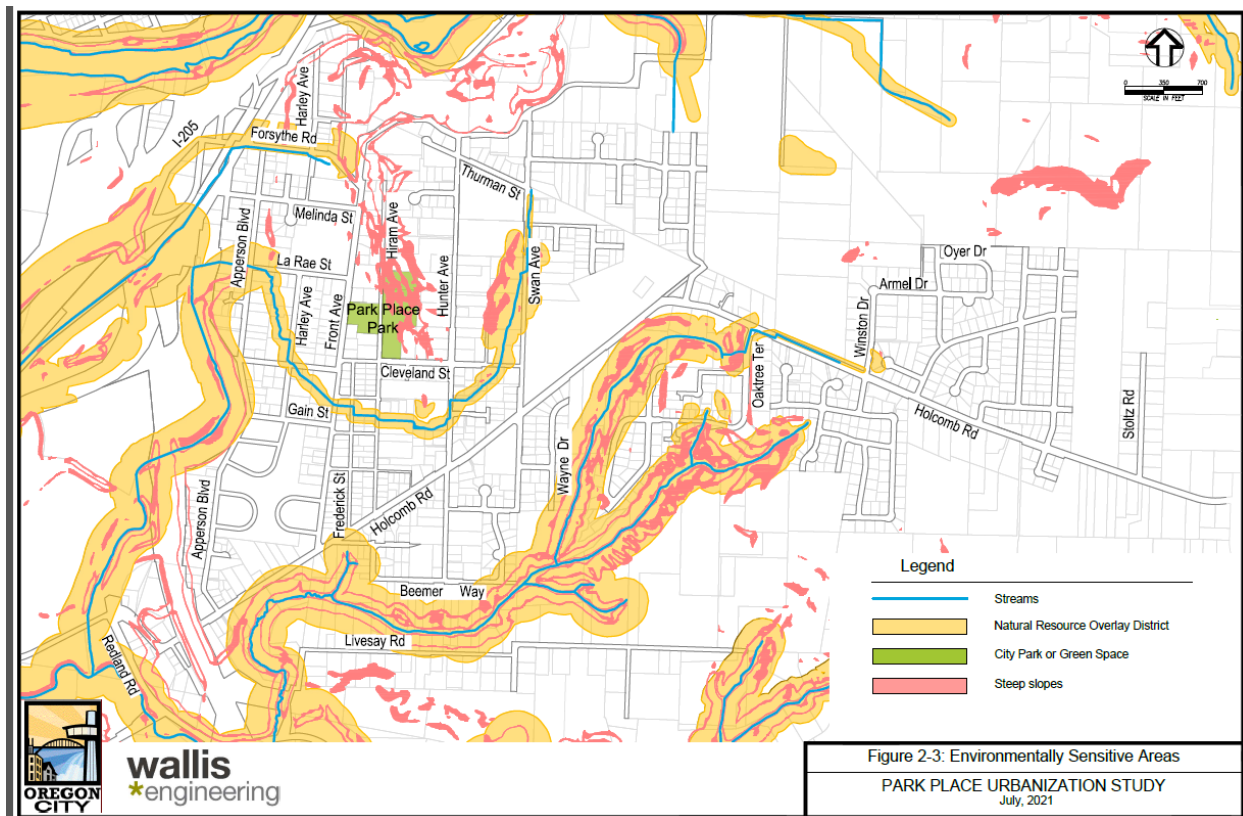


Figure 4-5: Hunter Street Cross Section



Section 6: Quality of Air, Water and Land Resources

Goal 6.1 Air Quality -Promote the conservation, protection and improvement of the quality of the air in Oregon City.

Policy 6.1.2 -Ensure that development practices comply with or exceed regional, state, and federal standards for air quality.

Finding: Complies as Proposed. The plan included an analysis of natural resources. Creating safe travel corridors for pedestrian and bikes will allow more people to avoid driving, which will better preserve and protect natural resources.

Policy 6.1.4 Encourage the maintenance and improvement of the city's tree canopy to improve air quality.

Finding: Complies as Proposed. The plan eliminates the planter strip for some streets, allowing street trees to be planted behind the sidewalk. While this is not generally preferred, it is balanced with the desire to limit right-of-way width for some of the more narrow corridors.

Policy 6.3.3 Employ practices in City operations and facilities, including street lighting, which increases safety and reduces unnecessary glare, light trespass, and light pollution.

Finding: The plan does not address street lights; this is outside of the scope of the plan.

Goal 7.1: Natural Hazards

Protect life and reduce property loss from the destruction associated with natural hazards.

Finding: Complies as Proposed. When permits are sought for construction, any applicable land use review for Natural Resource Overlay District and Geologic Hazard Overlay District will be required. Where a Natural Resource Overlay District is identified, the plan contains a narrower street design that balances safety and environmental protection. See findings in Section 5.4 above.

Goal 8: Parks and Recreation

Finding: Goal 8 is not applicable. The plan will increase access to parks but will not change park locations or plans.

Goal 9: Economic Development

Finding: Goal 9 is not applicable.

Goal 10: Housing

Finding: Goal 10 is not applicable.

Goal 11: Public Facilities

Policy 11.1.1 *Ensure adequate public funding for the following public facilities and services, if feasible:*

Transportation infrastructure • Wastewater collection • Stormwater management • Police protection • Fire protection • Parks and recreation • Water distribution • Planning, zoning and subdivision regulation • Library services • Aquatic Center • Carnegie Center • Pioneer Community Center • City Hall • Buena Vista House • Ermatinger House

Finding: Complies as Proposed. Goal 11 requires that public facilities and services be provided in a timely, orderly and efficient manner. The goal's central concept is that local governments should plan public services in accordance with the community's needs as a whole rather than be forced to respond to individual developments as they occur. The Park Place Urbanization Plan will provide a design for public facilities as well as a means to obtain future funding. The plan also includes cost estimates for some of the sidewalk infill projects:

The project team developed cost estimates for each priority sidewalk group.

Priority 1 sidewalks –\$2,115,000

Priority 2 sidewalks – \$1,765,000

All estimates are at 2021 costs and should be adjusted for inflation as appropriate.

A breakdown of total costs and assumptions is included in **Appendix C**. These projects may be moved

forward into capital projects as funding becomes available.

Policy 11.4.2 *Adopt “green streets” standards to reduce the amount of impervious surface and increase the use of bioswales for stormwater retention where practicable.*

Finding: Complies as Proposed. The plan does not adopt a “green streets” standard but does reduce impervious surfaces to the minimum required for public safety. In many areas, the plan calls for curb-tight sidewalks (without a planter strip in between the street and sidewalk). This design prevents the use of bioswales and stormwater planters, but strikes a balance with right-of-way width.

Policy 11.4.4 *Maintain existing drainageways in a natural state for maximum water quality, water resource preservation, and aesthetic benefits.*

Finding: Complies as Proposed. The plan states “An NROD buffer area of varying widths follows the two stream corridors through the neighborhood. Future improvements constructed within the NROD or its buffer will be required to comply with City environmental standards.” Where a Natural Resource Overlay District is identified, the plan contains a narrower street design that balances safety and environmental protection.

Goal 12: Transportation

Policy 12.1.1 *Maintain and enhance citywide transportation functionality by emphasizing multi-modal travel options for all types of land uses.*

Policy 12.1.4 *Provide walkable neighborhoods. They are desirable places to live, work, learn and play, and therefore a key component of smart growth.*

Finding: Complies as Proposed. Implementation of the plan will result in a more complete transportation system with a variety of multi-modal travel options. The plan will create a more walkable environment within the Park Place Neighborhood through the addition of sidewalks and bike lanes.

Public outreach efforts indicated that widening of existing roadways was not a priority. A greater priority was to establish walkable areas with provisions for pedestrians and bicyclists. The design team prepared cross sections for Family Friendly Streets to accomplish this goal. This cross section was applied to those streets that were currently narrow, in areas of limited right-of-way and were anticipated to have lower traffic volumes. The proposed cross section for Family Friendly Streets included a reduced width section where stormwater management facilities could be required.

Figure 3-4 and **Figure 3-5** show draft cross sections for Family Friendly Streets, with and without stormwater facilities.

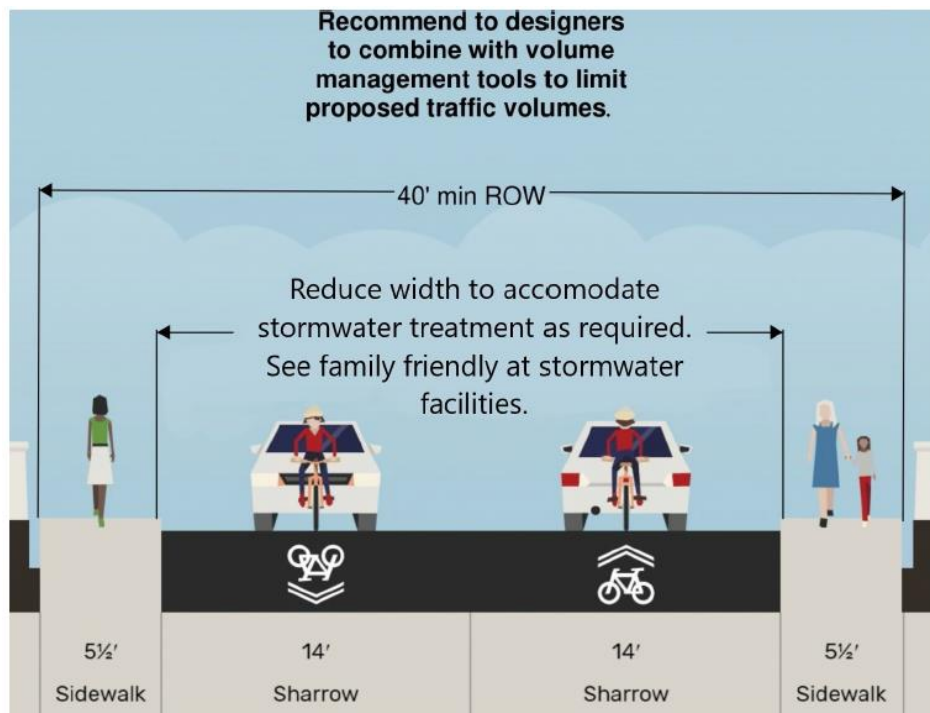


Figure 3-4: Family Friendly Street Cross Section

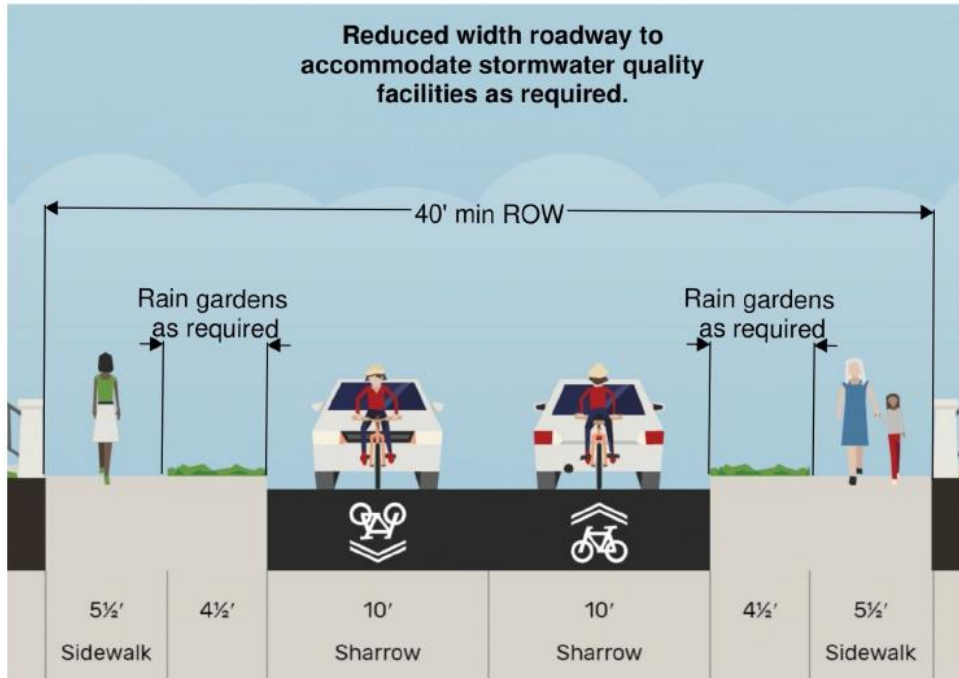


Figure 3-5: Family Friendly at Stormwater Facilities

The plan recommends "As the neighborhood develops, it is recommended traffic calming measures are implemented to manage vehicle speeds. These improvements should be considered especially for all roadways designated as Family friendly. The outreach results should provide to future designers a hierarchy of speed management measures by neighborhood preference from which to choose. Designers should still assess traffic calming measures for safety and effectiveness on an individual use basis."

Policy 12.3.1 *Provide an interconnected and accessible street system that minimizes vehicle-miles-traveled and inappropriate neighborhood cut-through traffic.*

Finding: Complies as Proposed. As shown in the Figure 3-4 above, the plan recommends volume control on local streets where needed.

Policy 12.3.2 *Provide an interconnected and accessible pedestrian system that links residential areas with major pedestrian generators such as employment centers, public facilities, and recreational areas.*

Finding: Complies as Proposed. Implementation of the plan will result in a more complete transportation system with a variety of multi-modal travel options. The plan will create a more walkable environment within the Park Place Neighborhood through the addition of sidewalks and bike lanes. The design team noted that connectivity through the study area is limited, particularly for pedestrians and bicyclists. Swan Ave and Hunter Ave provide north-south connectivity through the neighborhood for motorists. However, there is no continuous east-west connection through the study area with the exception of Holcomb Blvd. Holcomb Blvd being an arterial roadway with high traffic volumes is a barrier to bicycle users due to the need to cross back and forth across Holcomb Blvd. Cleveland St has some east-west connectivity, but it terminates at Swan Ave on the east side and includes sections with

steep elevation changes which make it less suitable for bicycle and pedestrian travel. The plan calls for development projects to be reviewed for opportunities to address East-West Connectivity within the study area.

Policy 12.3.3 *Provide a well-defined and accessible bicycle network that links residential areas, major bicycle generators, employment centers, recreational areas, and the arterial and collector roadway network.*

Finding: Complies as Proposed. The plan provides for shared bicycle lanes (sharrows) on all family friends route and on Apperson St, Front Ave, and Hunter Avenue. Bicycle lanes with a 2-foot buffer strip are planned on Swan Avenue. The Transportation System Plan includes sharrows as a good option for streets with low traffic volumes and speeds – “The most suitable roadways for shared bicycle use are those with low speeds (25 mph or less) and low traffic volumes (3,000 vehicles per day or fewer).” (TSP Volume II Section D Page 12). While the City does not have volume or speed data for Swan Avenue or Hunter Avenue, the volumes on Front avenue and Apperson Street (from 2017 counts) are similar to local streets.

Policy 12.3.4 *Ensure the adequacy of pedestrian and bicycle connections to local, county, and regional trails.*

Finding: Complies as Proposed. The plan does not alter any bicycle or pedestrian improvements or connections already planned in the TSP.

Goal 12.5 Safety *Develop and maintain a transportation system that is safe.*

Policy 12.5.1 *Identify improvements that are needed to increase the safety of the transportation system for all users.*

Policy 12.5.2 *Identify and implement ways to minimize conflict points between different modes of travel.*

Policy 12.5.3 *Improve the safety of vehicular, rail, bicycle, and pedestrian crossings.*

Finding: Complies as Proposed. The plan includes the provision of sidewalks and bicycle lanes to improve safety for people who wish to walk or bike, and for those who drive in the neighborhood. The plan also recommends traffic calming - “As the neighborhood develops, it is recommended traffic calming measures are implemented to manage vehicle speeds. These improvements should be considered especially for all roadways designated as Family friendly. The outreach results should provide to future designers a hierarchy of speed management measures by neighborhood preference from which to choose. Designers should still assess traffic calming measures for safety and effectiveness on an individual use basis.” Traffic calming ideas presented in the plan include:

1. speed humps
2. neck downs
3. traffic circles
4. speed lumps
5. curb extensions

Policy 12.6.1 *Provide a transportation system that serves existing and projected travel demand.*

Finding: Complies as Proposed. The plan is consistent with the TSP, which is based on projected travel demand.

Policy 12.6.2 Identify transportation system improvements that mitigate existing and projected areas of congestion.

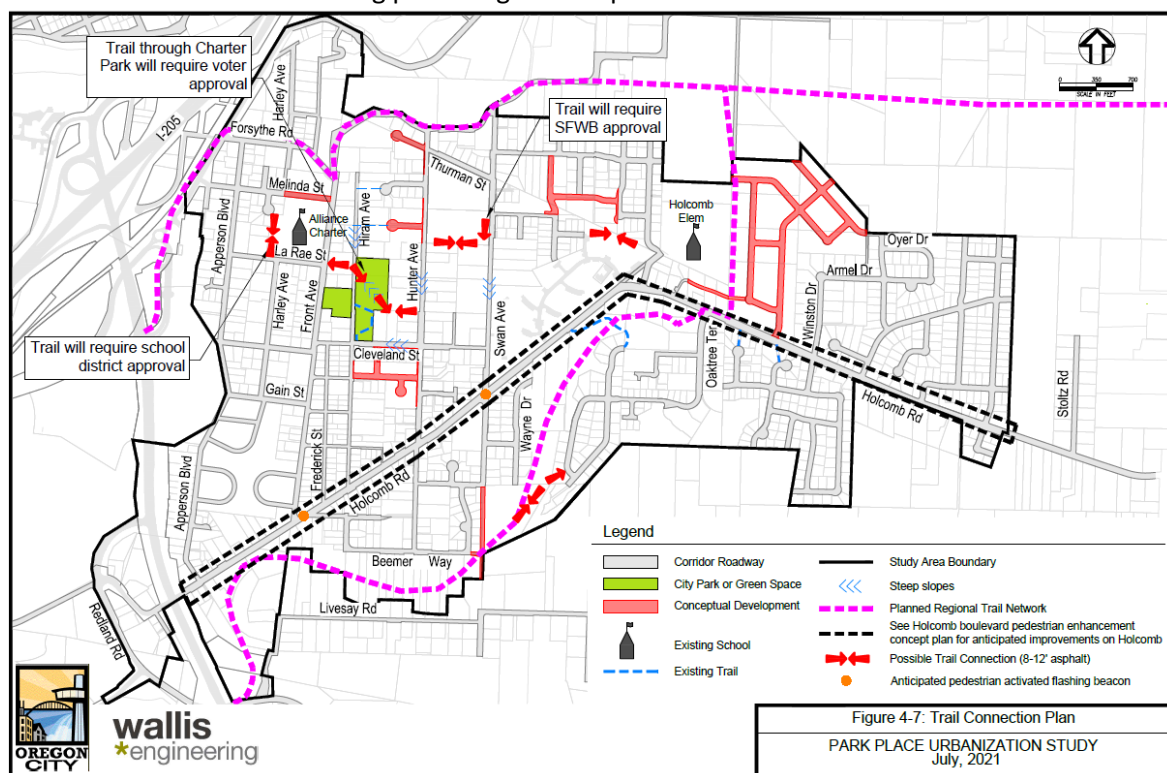
Finding: Complies as Proposed. Implementation of the plan will result in a more complete transportation system with a variety of multi-modal travel options.

Policy 12.6.3 Ensure the adequacy of travel mode options and travel routes (parallel systems) in areas of congestion.

Finding: Complies as Proposed. Swan Ave and Hunter Ave provide north-south connectivity through the neighborhood for motorists. However, there is no continuous east-west connection through the study area with the exception of Holcomb Blvd. Holcomb Blvd being an arterial roadway with high traffic volumes is a barrier to bicycle users due to the need to cross back and forth across Holcomb Blvd. Cleveland St has some east-west connectivity, but it terminates at Swan Ave on the east side and includes sections with steep elevation changes which make it less suitable for bicycle and pedestrian travel. The plan calls for development projects to be reviewed for opportunities to address East-West Connectivity within the study area.

Policy 12.6.4 Identify and prioritize improved connectivity throughout the city street system.

Finding: Complies as Proposed. The plan includes prioritization for sidewalk projects. Other improvements will be implemented as development occurs. The plan includes trail connectivity options for consideration. The following plan is a guide for possible trail routes to be considered:



Section 14 Urbanization

Finding: Goal 14 is not applicable as no change is proposed to the Metro Urban Growth Boundary.

Section 15 Willamette River Greenway

Finding: Goal 15 is not applicable as no changes are proposed to the *Comprehensive Plan Land-Use Map* or zoning map.

Statewide Planning Goals

STATEWIDE PLANNING GOAL 1: Citizen Involvement

To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.

Finding: Complies as Proposed. Oregon City Public Works Department sought public input at several meetings including the Transportation Advisory Committee, Park Place Neighborhood Association, Development Stakeholder Group. Documentation produced with the corridor plan has been posted on the project website throughout the duration of the project and comments have been integrated into the final product. The Citizen Involvement Committee declined an offer to place the item on their agenda, stating that the previous meetings with the Park Place Neighborhood Association sufficed. The product will be reviewed through the Legislative approval process.

Postcards were mailed to all property owners within the Park Place Neighborhood Association to guide them to the project website and to take two surveys, during the development of the plan.

The draft final plan, which has been posted on the website since late July 2021, will be presented to the Transportation Advisory Committee on September 21 and to the Planning Commission on September 27th.

STATEWIDE PLANNING GOAL 2: Land Use Planning

To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

Finding: Complies as Proposed. This goal is implemented through the applicable Goals and Policies in Section 2 of the Oregon City Comprehensive Plan: Land Use. Because the Plan is an ancillary document to the City's Comprehensive Plan, the application was processed pursuant to the legislative hearing process outlined in Section 17.50.170 of the Oregon City Municipal Code.

Goal 2 also provides that the public and "affected governmental units" be given the opportunity to review and comment on proposed amendments. In furthering that effort, the City has provided the various agencies and jurisdictions notice of the proposed amendment and requested comment and no response was received.

STATEWIDE PLANNING GOAL 3: Agricultural Lands and GOAL 4: Forest Lands

Finding: Not Applicable. By definition, Oregon City does not have rural resource lands such as for agricultural or forest use within its city limits or UGB, and therefore, those goals are not applicable.

STATEWIDE PLANNING GOAL 5: Natural Resources, Scenic and Historic Areas, and Open Spaces

To protect natural resources and conserve scenic and historic areas and open spaces.

Finding: Complies as Proposed. This proposal makes no changes to the existing inventories of open space, scenic and historic areas, and natural resources or the adopted maps, code and policies

pertaining thereto. Where a Natural Resource Overlay District is identified, the plan contains a narrower street design that balances safety and environmental protection.

STATEWIDE PLANNING GOAL 6: Air, Water And Land Resources Quality

To maintain and improve the quality of the air, water and land resources of the state.

Finding: Complies as Proposed. The plan included an analysis of natural resources. Creating safe travel corridors for pedestrian and bikes will allow more people to avoid driving, which will better preserve and protect natural resources.

STATEWIDE PLANNING GOAL 7: Areas Subject to Natural Hazards

To protect life and property from natural disasters and hazards.

Finding: Complies as Proposed. When permits are sought for construction, any applicable land use review for Natural Resource Overlay District and Geologic Hazard Overlay District will be required.

STATEWIDE PLANNING GOAL 8: Recreational Needs

To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

Finding: Not Applicable. Goal 8 is not applicable. The plan will increase access to parks but will not change park locations or plans.

STATEWIDE PLANNING GOAL 9: Economic Development

To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

Finding: Not Applicable. Goal 9 is not applicable.

STATEWIDE PLANNING GOAL 10: Housing

To provide for the housing needs of citizens of the state.

Finding: Not Applicable. Goal 10 is not applicable.

STATEWIDE PLANNING GOAL 11: Urban Development

To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

Finding: Complies as Proposed. This goal is implemented through the applicable Goals and Policies in Section 11 of the Oregon City Comprehensive Plan: Public Facilities. As stated in Section 11, the Code amendments are necessary to maintain compliance with Statewide Planning Goal 11, Public Facilities. Goal 11 requires that public facilities and services be provided in a timely, orderly, and efficient manner. The goal's central concept is that local governments should plan public services in accordance with the community's needs as a whole rather than be forced to respond to individual developments as they occur. The proposed municipal code amendments are created to serve the health, safety, education, welfare, and recreational needs of all Oregon City residents through the planning and provision of adequate public facilities.

STATEWIDE PLANNING GOAL 12: Transportation

To provide and encourage a safe, convenient and economic transportation system.

Finding: Complies as Proposed. Implementation of the plan will result in a more complete transportation system with a variety of multi-modal travel options. The plan will create a more walkable environment within the Park Place Neighborhood through the addition of sidewalks and bike lanes.

STATEWIDE PLANNING GOAL 13: Energy Conservation

To conserve energy.

Finding: Complies as Proposed. Creating safe travel corridors for pedestrian and bikes will allow more people to avoid driving, which will better conserve energy.

STATEWIDE PLANNING GOAL 14 Urbanization

Finding: Goal 14 is not applicable as no change is proposed to the Metro Urban Growth Boundary.

STATEWIDE PLANNING GOAL 15 Willamette River Greenway

Finding: Goal 15 is not applicable as no changes are proposed to the Comprehensive Plan Land-Use Map or zoning map.

Chapter 17.50 Administration and Procedures*17.50.050 – Pre-application conference.*

A. *Pre-application Conference. Prior to a Type II – IV or Legislative application, excluding Historic Review, being deemed complete, the applicant shall schedule and attend a pre-application conference with City staff to discuss the proposal, unless waived by the Community Development Director. The purpose of the pre-application conference is to provide an opportunity for staff to provide the applicant with information on the likely impacts, limitations, requirements, approval standards, fees and other information that may affect the proposal.*

- 1. To schedule a pre-application conference, the applicant shall contact the Planning Division, submit the required materials, and pay the appropriate conference fee.*
- 2. At a minimum, an applicant should submit a short narrative describing the proposal and a proposed site plan, drawn to a scale acceptable to the City, which identifies the proposed land uses, traffic circulation, and public rights-of-way and all other required plans.*
- 3. The Planning Division shall provide the applicant(s) with the identity and contact persons for all affected neighborhood associations as well as a written summary of the pre-application conference.*

B. *A pre-application conference shall be valid for a period of six months from the date it is held. If no application is filed within six months of the conference or meeting, the applicant shall schedule and attend another conference before the City will accept a permit application. The Community Development Director may waive the pre-application requirement if, in the Director's opinion, the development has not changed significantly and the applicable municipal code or standards have not been significantly amended. In no case shall a pre-application conference be valid for more than one year.*

C. *Notwithstanding any representations by City staff at a pre-application conference, staff is not authorized to waive any requirements of this code, and any omission or failure by staff to recite to an applicant all relevant applicable land use requirements shall not constitute a waiver by the City of any standard or requirement.*

Finding: Staff held the required pre-application conference meeting (File LEG-21-00003), on July 22, 2021. The pre-application conference notes are attached to the application.

17.50.055 - Neighborhood association meeting.

Neighborhood Association Meeting. The purpose of the meeting with the recognized neighborhood association is to inform the affected neighborhood association about the proposed development

and to receive the preliminary responses and suggestions from the neighborhood association and the member residents.

- A. Applicants applying for annexations, zone change, comprehensive plan amendments, conditional use, Planning Commission variances, subdivision, or site plan and design review (excluding minor site plan and design review), general development master plans or detailed development plans applications shall schedule and attend a meeting with the City-recognized neighborhood association in whose territory the application is proposed no earlier than one year prior to the date of application. Although not required for other projects than those identified above, a meeting with the neighborhood association is highly recommended.
- B. The applicant shall request via email or regular mail a request to meet with the neighborhood association chair where the proposed development is located. The notice shall describe the proposed project. A copy of this notice shall also be provided to the chair of the Citizen Involvement Committee.
- C. A meeting shall be scheduled within thirty days of the date that the notice is sent. A meeting may be scheduled later than thirty days if by mutual agreement of the applicant and the neighborhood association. If the neighborhood association does not want to, or cannot meet within thirty days, the applicant shall host a meeting inviting the neighborhood association, Citizen Involvement Committee, and all property owners within three hundred feet to attend. This meeting shall not begin before six p.m. on a weekday or may be held on a weekend and shall occur within the neighborhood association boundaries or at a City facility.
- D. If the neighborhood association is not currently recognized by the City, is inactive, or does not exist, the applicant shall request a meeting with the Citizen Involvement Committee.
- E. To show compliance with this section, the applicant shall submit a copy of the email or mail notice to the neighborhood association and CIC chair, a sign-in sheet of meeting attendees, and a summary of issues discussed at the meeting. If the applicant held a separately noticed meeting, the applicant shall submit a copy of the meeting flyer, postcard or other correspondence used, and a summary of issues discussed at the meeting and submittal of these materials shall be required for a complete application.

Finding: Complies as proposed. Staff presented the Park Place Urbanization Plan to the Park Place Neighborhood Association on 1/18/2021 and 4/19/21. On 8/2/21, the chair of the Citizen Involvement Committee determined that a meeting of the CIC was not needed due to the previous public meetings that were held.

17.50.070 - Completeness review and one hundred twenty-day rule.

- C. Once the Community Development Director determines the application is complete enough to process, or the applicant refuses to submit any more information, the City shall declare the application complete. Pursuant to ORS 227.178, the City will reach a final decision on an application within one hundred twenty calendar days from the date that the application is determined to be or deemed complete unless the applicant agrees to suspend the one hundred twenty calendar day time line or unless State law provides otherwise. The one hundred twenty-day period, however, does not apply in the following situations:
 1. Any hearing continuance or other process delay requested by the applicant shall be deemed an extension or waiver, as appropriate, of the one hundred twenty-day period.
 2. Any delay in the decision-making process necessitated because the applicant provided an incomplete set of mailing labels for the record property owners within three hundred feet of the subject property shall extend the one hundred twenty-day period for the amount of time required to correct the notice defect.

3. *The one hundred twenty-day period does not apply to any application for a permit that is not wholly within the City's authority and control.*
4. *The one hundred twenty-day period does not apply to any application for an amendment to the City's comprehensive plan or land use regulations nor to any application for a permit, the approval of which depends upon a plan amendment.*
- D. *A one-hundred day period applies in place of the one-hundred-twenty day period for affordable housing projects where:*
 1. *The project includes five or more residential units, including assisted living facilities or group homes;*
 2. *At least 50% of the residential units will be sold or rented to households with incomes equal to or less than 60% of the median family income for Clackamas County or for the state, whichever is greater; and*
 3. *Development is subject to a covenant restricting the owner and successive owner from selling or renting any of the affordable units as housing that is not affordable for a period of 60 years from the date of the certificate of occupancy.*
- E. *The one hundred twenty-day period specified in OCMC 17.50.070.C or D may be extended for a specified period of time at the written request of the applicant. The total of all extensions may not exceed two hundred forty-five calendar days.*
- F. *The approval standards that control the City's review and decision on a complete application are those which were in effect on the date the application was first submitted.*

Finding: Legislative actions are not subject to the 120-day deadline.

III. RECOMMENDATION

Based on the findings in this report, staff recommends approval of file LEG-21-00003. If the Planning Commission recommends approval to the City Commission, staff will prepare an Ordinance for consideration by the City Commission to adopt the proposed plan.

IV. EXHIBITS

1. Application Materials
2. Draft Park Place Urbanization Plan
3. Public Comments
4. Transportation System Plan (On-file)



OREGON CITY

Planning Division and Public Works: Development Services

698 Warner Parrott Road | Oregon City OR 97045
Ph (503) 722-3789 | Fax (503) 722-3880

LEGISLATIVE APPLICATION

A preliminary analysis of the applicable approval criteria for a legislative proposal is enclosed within the following report.

HEARING DATE: September 27, 2021 - Planning Commission

FILE NUMBER: LEG-21-00003

APPLICATION TYPE: Legislative (OCMC 17.50.170)

APPLICANT: City of Oregon City, c/o Public Works Department, PO Box 3040, Oregon City, OR 97045
John Lewis, Public Works Director

REQUEST: Adoption of Park Place Urbanization Plan as part of the Transportation System Plan

LOCATION(S): Park Place Neighborhood

I. BACKGROUND:

File No. LEG-21-00003 updates the Oregon City Transportation System Plan (2013) by adopting the Park Place Urbanization Plan. The Oregon City Transportation System Plan is an ancillary document to the Oregon City Comprehensive Plan.

According to the 2004 Oregon City Comprehensive Plan (Introduction, "Implementing the Plan" Page 4): "Ancillary Plans are adopted by the City Commission for such things as parks and recreation, transportation systems, water facilities, and sewer facilities. Usually prepared by City departments through a public process, ancillary plans are approved by the City Planning Commission and adopted by the City Commission to provide operational guidance to city departments in planning for and carrying out city services. These plans are updated more frequently than the Comprehensive Plan."

The Park Place Urbanization Plan is a document that proposes street specific cross sections to various streets within the Park Place Neighborhood Association boundary which modifies typical cross sections within the Transportation System Plan to more fully align with the existing conditions with the existing road network and prioritizes certain roadways for sidewalks as private development occurs or funds becomes available.

The Park Place Neighborhood was annexed into the City 20+ years ago and consist of rural County style roads without many urban improvements such as curbs, sidewalks, and bike lanes. As private development has occurred, the existing road network has been improved as possible within the constraints of existing structures and environmental conditions. All new roads follow the cross sections found within the Transportation System Plan. This Urbanization Plan only focuses on the existing road network. The goal of the plan is to ensure future urbanization is consistent and is reasonable with respect to existing conditions (structure locations, environmental) and as close to Transportation System Plan cross sections while also balancing that with the desires of those living in the neighborhood.

The City sought a grant for the Plan in 2020 and presented the concept of the Plan to the Planning Commission on June 8, 2020, City Commission on June 15, 2020, Transportation Advisory Committee on June 16, 2020, and the Park Place Neighborhood Association on June 29, 2020.

The City was not successful in getting the grant; therefore, a consultant was hired with budgeted funds to complete the plan. The first public meeting occurred on January 18, 2021 with the Park Place Neighborhood Association. The last meeting held on the project was with the Project Management Team on July 13, 2021.

PROCESS

Adoption of the code amendments is a legislative action that requires review and recommendation from the Planning Commission prior to adoption by the City Commission following public hearings.

Public Involvement and Public Comment

The Park Place Urbanization Plan process provides opportunities for public involvement in the legislative decision making process through the public hearing process, newspaper noticing, meetings with the Transportation Advisory Committee, Park Place Neighborhood Association, affected agencies such as the School District and Clackamas Housing, and work sessions with the Planning Commission and City Commission.

The public involvement and public comment process included: placing project information on the City's website, (3) meetings with the Park Place Neighborhood Association, (2) meetings with the Transportation Advisory Committee, (3) meetings with the Planning Commission, (2) meeting with the City Commission, and e-mail to Oregon City School District and Clackamas Housing Authority. In addition, Oregon City convened a Park Place Urbanization Plan Project Management Team (PMT) which included: participants from two Oregon City departments (Public Works, Planning). The PMT met (6) times over the course of the project. In addition, TriMet, Oregon City Parks and Recreation, Police Department, Clackamas Fire District No. 1, and South Fork Water Board were all provided links to the Draft Urbanization Study to be able to provide comment.

The Park Place Urbanization Plan has been available for review on the Oregon City website at the following address: <https://www.orcity.org/publicworks/project/ps-20-027>.

The following dates occurred for the project :

- Planning Commission meeting to get support for grant to fund project : June 8, 2020
- City Commission meeting to get support for grant to fund project : June 15, 2020

- Transportation Advisory Committee meeting to get support for grant to fund project : June 16, 2020
- Park Place Neighborhood Association meeting to get support for grant to fund project : June 29, 2020
- Park Place Neighborhood Association – Overview : January 18, 2021
- PMT meeting #1 : January 27, 2021
- Survey #1 Postcard : January 22, 2021 – February 26, 2021
- Development Stakeholder’s Group – Overview : March 11, 2021
- PMT meeting #2 : March 12, 2021
- PMT meeting #3 : April 14, 2021
- Park Place Neighborhood Association – Results of Survey #1, Plan for Survey #2 : April 19, 2021
- PMT meeting #4 : April 29, 2021
- Survey #2 Postcard : May 10, 2021 – May 31, 2021
- PMT meeting #5 : June 3, 2021
- PMT meeting #6 : July 13, 2021
- July 19, 2021 : E-mail to Park Place Neighborhood Association Chair requesting desire for any further review
- July 22, 2021 : Pre-Application meeting for LEG 21-00002
- July 26, 2021 : E-mail to all Oregon City Public Works Managers and Engineering, Oregon City Police, Oregon City, Oregon City School District, Oregon City Parks and Recreation, South Fork Water Board, Clackamas Fire No. 1, and Clackamas Housing Authority requesting any comments
- July 27, 2021 : Draft Plan placed on project website
- July 28, 2021 : E-mail to Park Place Neighborhood Association and CIC Chairs requesting desire for any further review
- July 29, 2021 : E-mail to TriMet requesting any comments
- DLCD Notice : August 20, 2021
- City Commission Work Session : September 7, 2021
- Transportation Advisory Committee : September 21, 2021
- Planning Commission, Meeting #1 : September 27, 2021
- Planning Commission, possible Meeting #2 : October 25, 2021
- City Commission, possible Meeting #1 : November 3, 2021

The Legislative Process as it relates to the Oregon City Comprehensive Plan

The applicable approval criteria for a legislative action are the guidance provided in the Oregon City Comprehensive Plan, the applicable goals and policies of the Oregon City Comprehensive Plan, and any applicable statewide planning goals.

Section 2 – *Land Use* of the 2004 Oregon City Comprehensive Plan indicates that the regular review and updated of the Comprehensive Plan should consider the following:

1. Plan implementation process.
2. Adequacy of the Plan to guide land use actions, including an examination of trends.
3. Whether the Plan still reflects community needs, desires, attitudes and conditions. This shall include changing demographic patterns and economics.

4. Addition of updated factual information including that made available to the City of regional, state and federal governmental agencies.

Oregon City Comprehensive Plan (P.16)

Regular Review and Update

Plan maintenance and updating is a continuous technical review of the Plan by the Planning staff. This review and any subsequent recommendations for Plan updating should be presented to the Neighborhood Associations, Planning Commission and City Commission for input and discussion in the same manner as requested Plan changes. The continuous review should consider:

1. Plan implementation process;

The Park Place Urbanization Plan is a special purpose plan that is part of the City's Transportation System Plan, an adopted Ancillary Document to the Oregon City Comprehensive Plan. The TSP is both a technical document and a conceptual guide that requires regular review in order to maintain and update it. The applicant, Oregon City Public Works Department, has presented the update for input by the residents, affected agencies, property owners, the Transportation Technical Advisory Committee, Neighborhood Associations, Planning Commission and City Commission in accordance with the recommended method described in the Comprehensive Plan and pursuant to the applicable process described in Oregon City Municipal Code section 17.50.170. The plan implementation process is consistent with the Comprehensive Plan.

The City Commission will be initiating the code amendment process starting with a work session to be held on September 7, 2021.

Staff initially presented the concept of the Plan to the Planning Commission on June 8, 2020, City Commission on June 15, 2020, Transportation Advisory Committee on June 16, 2020, and the Park Place Neighborhood Association on June 29, 2020.

Staff anticipates presenting the final draft plan to the Planning Commission on September 27, 2021.

The first evidentiary public hearing for the proposed amendments will be held with the Planning Commission and will follow the notice procedures for a legislative action per OCMC 17.50. The City Commission public hearing will be scheduled once the Planning Commission has completed their review and provided a recommendation on the proposed amendments.

The Department of Land Conservation and Development was notified as required by ORS 197.610 – 197.625. The Staff Report will be made available at least seven days prior to the public hearing and the application was processed according to the Legislative Hearing Process as required under Oregon City Municipal Code 17.50.170. Implementation of the Plan is discussed further in Criterion 2.

2. Adequacy of the Plan to guide land use actions, including an examination of trends.

The Park Place Urbanization Plan provides an analysis of existing conditions and provides direction for future development, funding and needs. The plan provides a comprehensive review of the corridor system for all modes of transportation and provides an adequate guide for future land use actions and

the development of criteria to be utilized in land use actions. The plan includes construction cost estimates and contingencies for the planning and design of recommended system facilities for the corridor.

3. *Whether the Plan still reflects community needs, desires, attitudes and conditions. This shall include changing demographic patterns and economics.*

Staff presented the initial concept of the Park Place Urbanization Plan to the Planning Commission on June 8, 2020, City Commission on June 15, 2020, Transportation Advisory Committee on June 16, 2020, and the Park Place Neighborhood Association on June 29, 2020. It was presented with more detail on January 18, 2021 and April 19, 2021. The Plan was presented as a necessary planning document for addressing the need to accommodate access to key facilities by multiple modes (vehicles, pedestrian, bicycles, freight, transit and motorcycles), and to accommodate future growth in the Park Place Neighborhood. As part of this planning effort, the consultant conducted existing conditions analysis of the existing transportation system, a future needs assessment, and an analysis of alternatives within the planning area. The City completed an update in 2013 to the Transportation System Plan (TSP).

The Park Place Neighborhood Association expressed the following concerns with the current existing infrastructure:

- Adequate infrastructure (in particular, sidewalks) is not sufficient with the study area.
- There is a disconnect between the expectations in the community and the criteria that the city follows to build out infrastructure, and there is significant uncertainty about how to pay for infrastructure.
- There are inequalities in infrastructure, such as a lack of sidewalks in existing parts of the city, and new development cannot pay to correct all these deficiencies.
- Development is only required to pay for its direct impacts and its proportional share of off-site improvements, which may happen incrementally.
- County and other non-Oregon City vehicular traffic uses the capacity of the city's transportation system but does not pay for it.
- The city should not wait until infrastructure is failing to "fix" it.
- The Holcomb Boulevard Pedestrian Plan has not been fully implemented.

4. *Addition of updated factual information including that made available to the City by regional, state and federal governmental agencies.*

The Park Place Urbanization Plan provides provided factual information from a traffic crash history perspective within the study area. These statistics were used to prioritize projects within the study area.

In addition, as part of the extension corridor plan analysis, the consultant team conducted research of publically-available documentation and a reconnaissance level review of the environmental constraints in the corridor. Mapping of the site was intended to help designers understand where they could avoid and minimize impacts to natural resources.

Public Notice and Comments

This is a legislative action that requires public notice pursuant to OCMC 17.50.090.C. - *Notice of Public Hearing on a Legislative Proposal*. The Community Development Director will provide the required Post Acknowledgement Plan Amendment (PAPA) notice to the Oregon Department of Land Conservation and Development on August 20, 2021. Notice of the September 27, 2021 Planning Commission public

hearing will be provided to the Citizen Involvement Committee, Neighborhood Associations, and affected service districts, agencies and parties by email on April 20, 2021.

II. DECISION-MAKING CRITERIA

The remainder of this staff report provides additional findings to demonstrate that the proposed Park Place Urbanization Plan is consistent with applicable approval criteria.

Chapter 17.68 - Zoning Changes and Comprehensive Plan Amendments

17.68.010 - Initiation of the amendment.

A text amendment to the comprehensive plan, or an amendment to the zoning code or map or the Comprehensive Plan map, may be initiated by:

- A. A resolution request by the City Commission;*
- B. An official proposal by the Planning Commission;*
- C. An application to the Planning Division; or.*
- D. A Legislative request by the Planning Division.*

All requests for amendment or change in this title shall be referred to the Planning Commission.

Finding: The proposal qualifies as initiated as a legislative request by the initiation of a request by the Public Works Department and by Legislative Request by the Planning Division.

17.68.015 –Procedures.

Applications shall be reviewed pursuant to the procedures set forth in Chapter 17.50.

17.50.170 - Legislative hearing process.

A. Purpose. Legislative actions involve the adoption or amendment of the city's land use regulations, comprehensive plan, maps, inventories and other policy documents that affect the entire city or large portions of it. Legislative actions which affect land use shall begin with a public hearing before the planning commission.

B. Planning Commission Review.

1. Hearing Required. The planning commission shall hold at least one public hearing before recommending action on a legislative proposal. Any interested person may appear and provide written or oral testimony on the proposal at or prior to the hearing. The community development director shall notify the Oregon Department of Land Conservation and Development (DLCD) as required by the post-acknowledgment procedures of ORS 197.610 to 197.625, as applicable.

C. City Commission Review.

1. City Commission Action. Upon a recommendation from the planning commission on a legislative action, the city commission shall hold at least one public hearing on the proposal. Any interested person may provide written or oral testimony on the proposal at or prior to the hearing. At the conclusion of the hearing, the city commission may adopt, modify or reject the legislative proposal, or it may remand the matter to the planning commission for further consideration. If the decision is to adopt at least some form of the proposal, and thereby amend the city's land use regulations, comprehensive plan, official

zoning maps or some component of any of these documents, the city commission decision shall be enacted as an ordinance.

2. Notice of Final Decision. Not later than five days following the city commission final decision, the community development director shall mail notice of the decision to DLCD in accordance with ORS 197.615(2).

Finding: This legislative action followed the procedures found in OCMC 17.50.170 including meetings with the Park Place Neighborhood, Transportation Advisory Committee, Development Stakeholder Group, Planning Commission, and City Commission where applicable.

17.68.020 - Criteria.

The criteria for comprehensive plan amendment or text or map amendment in the zoning code are set forth as follows:

A. The proposal shall be consistent with the applicable goals and policies of the comprehensive plan;

Finding: This legislative action is consistent with the applicable goals and policies of the comprehensive plan as detailed in the responses below. Therefore, the proposed amendments are consistent with Criterion (A).

Oregon City Comprehensive Plan

According to the 2004 Oregon City Comprehensive Plan (Introduction, "Implementing the Plan" Page 4): "Ancillary Plans are adopted by the City Commission for such things as parks and recreation, transportation systems, water facilities, and sewer facilities. Usually prepared by City departments through a public process, ancillary plans are approved by the City Planning Commission and adopted by the City Commission to provide operational guidance to city departments in planning for and carrying out city services. These plans are updated more frequently than the Comprehensive Plan."

The Park Place Urbanization Plan is a special purpose plan which will be adopted as an ancillary document to the Transportation System Plan (TSP). The TSP is an adopted ancillary document to the Oregon City Comprehensive Plan. The TSP is both a technical document and a conceptual guide that requires regular review.

Conformity of the proposal with the city's comprehensive plan;

Section 1 Citizen Involvement

Goal 1.2 Community and Comprehensive Planning

Ensure that citizens, neighborhood groups, and affected property owners are involved in all phases of the comprehensive planning program.

Policy 1.2.1 - Encourage citizens to participate in appropriate government functions and land-use planning.

Goal 1.3 Community Education - Provide education for individuals, groups, and communities to ensure effective participation in decision-making processes that affect the livability of neighborhoods.

Goal 1.4 Community Involvement - Provide complete information for individuals, groups, and communities to participate in public policy planning and implementation of policies.

Policy 1.4.1 - Notify citizens about community involvement opportunities when they occur.

Goal 1.5 Government/Community Relations -Provide a framework for facilitating open, two-way communication between City representatives and individuals, groups, and communities.

Finding: Complies as Proposed. Development of the plan included an extensive public involvement effort. Oregon City Public Works Department has presented the project to the public at several meetings including the Transportation Advisory Committee, Park Place Neighborhood Association, Development Stakeholder Group, Planning Commission and City Commission. Documentation produced with the corridor plan has been posted on the project website throughout the duration of the project and comments have been integrated into the final product. The product will be reviewed through the Legislative approval process.

The public involvement and public comment process included: placing project information on the City's website, (3) meetings with the Park Place Neighborhood Association, (2) meetings with the Transportation Advisory Committee, (3) meetings with the Planning Commission, (2) meeting with the City Commission, and e-mail to Oregon City School District and Clackamas Housing Authority. In addition, Oregon City convened a Park Place Urbanization Plan Project Management Team (PMT) which included: participants from two Oregon City departments (Public Works, Planning). The PMT met (6) times over the course of the project. In addition, TriMet, Oregon City Parks and Recreation, Police Department, Clackamas Fire District No. 1, and South Fork Water Board were all provided links to the Draft Urbanization Study to be able to provide comment.

Postcards were mailed to property owners within the Park Place Neighborhood Association to guide them to the project website and to take two surveys.

This application was noticed by mailings to all properties within 300 feet of the xxx and notice in the newspaper.

Comprehensive Plan Section 2 Land Use

Section 2: Land Use

Goal 2.1 Efficient Use of Land

Ensure that property planned for residential, commercial, office, and industrial uses is used efficiently and that land is developed following principals of sustainable development

Policy 2.1.3 Encourage sub-area master planning for larger developments or parcels, including re-development, where it may be feasible to develop more mixed uses, or campus-style industrial parks, with shared parking and landscaping areas. Allow development to vary from prescriptive standards if planned and approved under this provision.

Policy 2.1.4 Use redevelopment programs such as urban renewal to help redevelop underutilized commercial and industrial land.

Goal 2.6 Industrial Land Development

Ensure an adequate supply of land for major industrial employers with family-wage jobs.

Policy 2.6.7 Establish priorities to ensure that adequate public facilities are available to support the desired industrial development.

Finding: Complies as Proposed. No change to land uses are proposed. The Plan aims to connect residents to all uses within the neighborhood and beyond.

Goal 2.4: Neighborhood Livability - Provide a sense of place and identity for residents and visitors by protecting and maintaining neighborhoods as the basic unit of community life in Oregon City while implementing the goals and policies of the other sections of the Comprehensive Plan.

Policy 2.4.2 Strive to establish facilities and land uses in every neighborhood that help give vibrancy, a sense of place, and a feeling of uniqueness; such as activity centers and points of interest.

Finding: Complies as Proposed. The Plan aims to connect residents to all uses within the neighborhood and beyond, and to provide connections between unique neighborhood amenities such as Park Place Park, Holcomb Elementary, a charter school, and the commercial uses along Holcomb Boulevard. The Plan will add to the vibrancy of the area by creating a safer environment for people to travel within their neighborhoods on foot and by bicycle when funds become available to build the infrastructure.

Policy 2.4.3 Promote connectivity between neighborhoods and neighborhood commercial centers through a variety of transportation modes.

Finding: Complies as Proposed. The Plan aims to connect residents to all uses within the neighborhood and beyond, and to provide connections between unique neighborhood amenities such as Park Place Park, Holcomb Elementary, a charter school, and the commercial uses along Holcomb Boulevard. The Plan will add to the vibrancy of the area by creating a safer environment for people to travel within their neighborhoods on foot and by bicycle when funds become available to build the infrastructure.

Goal 2.7 Oregon City Comprehensive Plan Land-Use Map

Maintain the Oregon City Comprehensive Plan Land-Use Map as the official long-range planning guide for land-use development of the city by type, density and location.

Policy 2.7.2 Use the following 11 land-use classifications on the Oregon City Comprehensive Plan Land-Use Map to determine the zoning classifications that may be applied to parcels:

- Low Density Residential (LR)
- Medium Density Residential (MR)
- High Density Residential (HR)
- Mixed Use Downtown (MUD)
- Industrial (I)
- Public and Quasi-Public (QP)

- Commercial (C)
- Mixed Use Corridor (MUC)
- Mixed Use Employment (MUE)
- Parks (P)
- Future Urban Holding (FUH)

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The proposal will maintain the existing Oregon City Land Use Map as the official long range planning guide for land use development of the city by types, density and location (Goal 2.7).

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources

Goal 5.1 – Open Space

Policy 5.1.1 *Conserve open space along creeks, urban drainage ways, steep hillsides, and throughout Newell Creek Canyon.*

Policy 5.1.2 *Manage open space areas for their value in linking citizens and visitors with the natural environment, providing solace, exercise, scenic views and outdoor education. Built features in open space sites should harmonize with natural surroundings.*

Finding: This proposal makes no changes to the existing inventories of open space, scenic and historic areas, and natural resources or the adopted maps, code and policies pertaining thereto. The proposal will assist in the identification, conservation and management of new resources that may be impacted when improvements are planned and constructed (Goal 5.1).

Goal 5.2 Scenic Views and Scenic Sites

Policy 5.2.1 *Identify and protect significant views of local and distant features such as Mt. Hood, the Cascade Mountains, the Clackamas River Valley, the Willamette River, Willamette Falls, the Tualatin Mountains, Newell Creek Canyon, and the skyline of the city of Portland, as viewed from within the city.*

Policy 5.2.2 *Maximize the visual compatibility and minimize the visual distraction of new structures or development within important viewsheds by establishing standards for landscaping, placement, height, mass, color, and window reflectivity.*

Finding: This proposal makes no changes to the existing inventories of open space, scenic and historic areas, and natural resources or the adopted maps, code and policies pertaining thereto. The proposal will assist in the identification, conservation and management of new resources that may be impacted when improvements are planned and constructed (Goal 5.1 and 5.2).

Goal 5.3 Historic Resources

Policy 5.3.3 *Promote the designation of qualifying properties outside Historic and Conservation Districts as historic.*

Policy 5.3.8 *Preserve and accentuate historic resources as part of an urban environment that is being reshaped by new development projects.*

Finding: This proposal makes no changes to the existing inventories of open space, scenic and historic areas, and natural resources or the adopted maps, code and policies pertaining thereto. The proposal will assist in the identification, conservation and management of new resources that may be impacted when improvements are planned and constructed (Goal 5.1 – 5.3).

Goal 5.4 Natural Resources

Policy 5.4.1 *Conserve and restore ecological structure, processes and functions within the city to closely approximate natural ecosystem structure, processes, and functions.*

Policy 5.4.5 *Ensure that riparian corridors along streams and rivers are conserved and restored to provide maximum ecological value to aquatic and terrestrial species. This could include an aggressive tree and vegetation planting program to stabilize slopes, reduce erosion, and mitigate against invasive species and stream impacts where appropriate.*

Policy 5.4.9 *Protect and enhance riparian corridors along streams in Oregon City to increase shade, reduce streambank erosion and intrusion of sediments, and provide habitat for a variety of plants, animals, and fish.*

Policy 5.4.12 *Use a watershed-scale assessment when reviewing and planning for the potential effects from development, whether private or public, on water quality and quantity entering streams.*

Policy 5.4.13 *Adopt and/or establish standards for all new development that promote the use of pervious surfaces and prevent negative ecological effects of urban stormwater runoff on streams, creeks and rivers.*

Policy 5.4.16 *Protect surfacewater quality by:*

- *providing a vegetated corridor to separate protected water features from development*
- *maintaining or reducing stream temperatures with vegetative shading*
- *minimizing erosion and nutrient and pollutant loading into water*
- *providing infiltration and natural water purification by percolation through soil and vegetation*

Policy 5.4.18 *Encourage use of native and hardy plants such as trees, shrubs and groundcovers to maintain ecological function and reduce maintenance costs and chemical use.*

Finding: This proposal makes no changes to the existing inventories of open space, scenic and historic areas, and natural resources or the adopted maps, code and policies pertaining thereto. The proposal will assist in the identification, conservation and management of new resources that may be impacted when improvements are planned and constructed (Goal 5.4).

Section 6: Quality of Air, Water and Land Resources

Goal 6.1 *Air Quality -Promote the conservation, protection and improvement of the quality of the air in Oregon City.*

Policy 6.1.2 *-Ensure that development practices comply with or exceed regional, state, and federal standards for air quality.*

Policy 6.3.3 Employ practices in City operations and facilities, including street lighting, which increases safety and reduces unnecessary glare, light trespass, and light pollution.

Finding: Complies as Proposed. The plan included an analysis of natural resources. Creating safe travel corridors for pedestrian and bikes will allow more people to avoid driving, which will better preserve and protect natural resources. When permits are sought for construction, any applicable land use review for Natural Resource Overlay District and Geologic Hazard Overlay District will be required.

Goal 7.1: Natural Hazards

Protect life and reduce property loss from the destruction associated with natural hazards.

Finding: Complies as Proposed. The plan included an analysis of natural resources. Creating safe travel corridors for pedestrian and bikes will allow more people to avoid driving, which will better preserve and protect natural resources. When permits are sought for construction, any applicable land use review for Natural Resource Overlay District and Geologic Hazard Overlay District will be required.

Goal 11: Public Facilities

Policy 11.1.1 Ensure adequate public funding for the following public facilities and services, if feasible:

Transportation infrastructure • Wastewater collection • Stormwater management • Police protection • Fire protection • Parks and recreation • Water distribution • Planning, zoning and subdivision regulation • Library services • Aquatic Center • Carnegie Center • Pioneer Community Center • City Hall • Buena Vista House • Ermatinger House

Policy 11.4.2 Adopt “green streets” standards to reduce the amount of impervious surface and increase the use of bioswales for stormwater retention where practicable.

Finding: Complies as Proposed. Goal 11 requires that public facilities and services be provided in a timely, orderly and efficient manner. The goal’s central concept is that local governments should plan public services in accordance with the community’s needs as a whole rather than be forced to respond to individual developments as they occur. The Park Place Urbanization Plan will provide a design for public facilities as well as a means to obtain future funding.

Policy 11.4.4 Maintain existing drainageways in a natural state for maximum water quality, water resource preservation, and aesthetic benefits.

Finding: Complies as Proposed. The plan included an analysis of natural resources. Creating safe travel corridors for pedestrian and bikes will allow more people to avoid driving, which will better preserve and protect natural resources. When permits are sought for construction, any applicable land use review for Natural Resource Overlay District and Geologic Hazard Overlay District will be required.

Goal 12: Transportation

Policy 12.1.1 *Maintain and enhance citywide transportation functionality by emphasizing multi-modal travel options for all types of land uses.*

Finding: Complies as Proposed. Implementation of the plan will result in a more complete transportation system with a variety of multi-modal travel options. The plan will create a more walkable environment within the Park Place Neighborhood through the addition of sidewalks and bike lanes.

Policy 12.1.2 *Continue to develop corridor plans for the major arterials in Oregon City, and provide for appropriate land uses in and adjacent to those corridors to optimize the land use-transportation connection.*

Finding: Complies as Proposed. Implementation of the plan will result in a more complete transportation system with a variety of multi-modal travel options. The plan will create a more walkable environment within the Park Place Neighborhood through the addition of sidewalks and bike lanes.

Policy 12.1.4 *Provide walkable neighborhoods. They are desirable places to live, work, learn and play, and therefore a key component of smart growth.*

Finding: Complies as Proposed. Implementation of the plan will result in a more complete transportation system with a variety of multi-modal travel options. The plan will create a more walkable environment within the Park Place Neighborhood through the addition of sidewalks and bike lanes.

Policy 12.3.1 *Provide an interconnected and accessible street system that minimizes vehicle-miles-traveled and inappropriate neighborhood cut-through traffic.*

Finding: Complies as Proposed. Implementation of the plan will result in a more complete transportation system with a variety of multi-modal travel options. The plan will create a more walkable environment within the Park Place Neighborhood through the addition of sidewalks and bike lanes.

Policy 12.3.2 *Provide an interconnected and accessible pedestrian system that links residential areas with major pedestrian generators such as employment centers, public facilities, and recreational areas.*

Finding: Complies as Proposed. Implementation of the plan will result in a more complete transportation system with a variety of multi-modal travel options. The plan will create a more walkable environment within the Park Place Neighborhood through the addition of sidewalks and bike lanes.

Policy 12.3.3 *Provide a well-defined and accessible bicycle network that links residential areas, major bicycle generators, employment centers, recreational areas, and the arterial and collector roadway network.*

Finding: Complies as Proposed. Implementation of the plan will result in a more complete transportation system with a variety of multi-modal travel options. The plan will create a more walkable environment within the Park Place Neighborhood through the addition of sidewalks and bike lanes.

Policy 12.3.4 *Ensure the adequacy of pedestrian and bicycle connections to local, county, and regional trails.*

Finding: Complies as Proposed. Implementation of the plan will result in a more complete transportation system with a variety of multi-modal travel options. The plan will create a more walkable environment within the Park Place Neighborhood through the addition of sidewalks and bike lanes.

Policy 12.6.1 *Provide a transportation system that serves existing and projected travel demand.*

Finding: Complies as Proposed. Implementation of the plan will result in a more complete transportation system with a variety of multi-modal travel options. The plan will create a more walkable environment within the Park Place Neighborhood through the addition of sidewalks and bike lanes.

Policy 12.6.2 *Identify transportation system improvements that mitigate existing and projected areas of congestion.*

Finding: Complies as Proposed. Implementation of the plan will result in a more complete transportation system with a variety of multi-modal travel options. The plan will create a more walkable environment within the Park Place Neighborhood through the addition of sidewalks and bike lanes.

Policy 12.6.3 *Ensure the adequacy of travel mode options and travel routes (parallel systems) in areas of congestion.*

Finding: Complies as Proposed. Implementation of the plan will result in a more complete transportation system with a variety of multi-modal travel options. The plan will create a more walkable environment within the Park Place Neighborhood through the addition of sidewalks and bike lanes.

Policy 12.6.4 *Identify and prioritize improved connectivity throughout the city street system.*

Finding: Complies as Proposed. Implementation of the plan will result in a more complete transportation system with a variety of multi-modal travel options. The plan will create a more walkable environment within the Park Place Neighborhood through the addition of sidewalks and bike lanes.

Section 14 Urbanization

Goal 14.3 Orderly Provision of Services to Growth Areas

Plan for public services to lands within the Urban Growth Boundary through adoption of a concept plan and related Capital Improvement Program, as amendments to the Comprehensive Plan.

Policy 14.3.1

Maximize new public facilities and services by encouraging new development within the Urban Growth Boundary at maximum densities allowed by the Comprehensive Plan.

Policy 14.3.2

Ensure that the extension of new services does not diminish the delivery of those same services to existing areas and residents in the city.

Policy 14.3.3

Oppose the formation of new urban services districts and oppose the formation of new utility districts that may conflict with efficient delivery of city utilities within the Urban Growth Boundary.

Policy 14.3.4

Ensure the cost of providing new public services and improvements to existing public services resulting from new development are borne by the entity responsible for the new development to the maximum extent allowed under state law for Systems Development Charges.

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The proposed Park Place Urbanization Plan may assist in assuring the orderly provision of services to growth areas (Goal 14.3).

Goal 14.5 Urbanization

Policy 14.5.2

Coordinate public facilities, services and land-use planning through intergovernmental agreements with the school district, Clackamas Community College, Clackamas County Fire District #1, Tri-Cities Services District and other public entities as appropriate.

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The proposed Park Place Urbanization Plan may assist in assuring the orderly provision of services to growth areas (Goal 14.3).

Statewide Planning Goals

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. Since the City's Comprehensive Plan and its ancillary documents are already acknowledged by the Oregon Department of Land Use and Conservation (DLCD), no further analysis for consistency with Statewide Planning Goals is required.

Chapter 17.50 Administration and Procedures

17.50.050 – Pre-application conference.

A. *Pre-application Conference. Prior to a Type II – IV or Legislative application, excluding Historic Review, being deemed complete, the applicant shall schedule and attend a pre-application conference with City staff to discuss the proposal, unless waived by the Community Development Director. The purpose of the pre-application conference is to provide an opportunity for staff to provide the applicant with information on the likely impacts, limitations, requirements, approval standards, fees and other information that may affect the proposal.*

1. *To schedule a pre-application conference, the applicant shall contact the Planning Division, submit the required materials, and pay the appropriate conference fee.*
2. *At a minimum, an applicant should submit a short narrative describing the proposal and a proposed site plan, drawn to a scale acceptable to the City, which identifies the proposed land uses, traffic circulation, and public rights-of-way and all other required plans.*
3. *The Planning Division shall provide the applicant(s) with the identity and contact persons for all affected neighborhood associations as well as a written summary of the pre-application conference.*

- B. *A pre-application conference shall be valid for a period of six months from the date it is held. If no application is filed within six months of the conference or meeting, the applicant shall schedule and attend another conference before the City will accept a permit application. The Community Development Director may waive the pre-application requirement if, in the Director's opinion, the development has not changed significantly and the applicable municipal code or standards have not been significantly amended. In no case shall a pre-application conference be valid for more than one year.*
- C. *Notwithstanding any representations by City staff at a pre-application conference, staff is not authorized to waive any requirements of this code, and any omission or failure by staff to recite to an applicant all relevant applicable land use requirements shall not constitute a waiver by the City of any standard or requirement.*

Finding: Staff held the required pre-application conference meeting (File LEG-21-00003), on July 22, 2021. The pre-application conference notes are attached to the application.

17.50.055 - Neighborhood association meeting.

Neighborhood Association Meeting. The purpose of the meeting with the recognized neighborhood association is to inform the affected neighborhood association about the proposed development and to receive the preliminary responses and suggestions from the neighborhood association and the member residents.

- A. *Applicants applying for annexations, zone change, comprehensive plan amendments, conditional use, Planning Commission variances, subdivision, or site plan and design review (excluding minor site plan and design review), general development master plans or detailed development plans applications shall schedule and attend a meeting with the City-recognized neighborhood association in whose territory the application is proposed no earlier than one year prior to the date of application. Although not required for other projects than those identified above, a meeting with the neighborhood association is highly recommended.*
- B. *The applicant shall request via email or regular mail a request to meet with the neighborhood association chair where the proposed development is located. The notice shall describe the proposed project. A copy of this notice shall also be provided to the chair of the Citizen Involvement Committee.*
- C. *A meeting shall be scheduled within thirty days of the date that the notice is sent. A meeting may be scheduled later than thirty days if by mutual agreement of the applicant and the neighborhood association. If the neighborhood association does not want to, or cannot meet within thirty days, the applicant shall host a meeting inviting the neighborhood association, Citizen Involvement Committee, and all property owners within three hundred feet to attend. This meeting shall not begin before six p.m. on a weekday or may be held on a weekend and shall occur within the neighborhood association boundaries or at a City facility.*
- D. *If the neighborhood association is not currently recognized by the City, is inactive, or does not exist, the applicant shall request a meeting with the Citizen Involvement Committee.*
- E. *To show compliance with this section, the applicant shall submit a copy of the email or mail notice to the neighborhood association and CIC chair, a sign-in sheet of meeting attendees, and a summary of issues discussed at the meeting. If the applicant held a separately noticed meeting, the applicant shall submit a copy of the meeting flyer, postcard or other correspondence used, and a summary of issues discussed at the meeting and submittal of these materials shall be required for a complete application.*

Finding: Staff presented the Park Place Urbanization Plan to the Park Place Neighborhood Association on 1/18/2021 and 4/19/21. On 8/2/21, the chair of the Citizen Involvement Committee determined that a meeting of the CIC was not needed due to the previous public meetings that were held.

17.50.070 - Completeness review and one hundred twenty-day rule.

- C. Once the Community Development Director determines the application is complete enough to process, or the applicant refuses to submit any more information, the City shall declare the application complete. Pursuant to ORS 227.178, the City will reach a final decision on an application within one hundred twenty calendar days from the date that the application is determined to be or deemed complete unless the applicant agrees to suspend the one hundred twenty calendar day time line or unless State law provides otherwise. The one hundred twenty-day period, however, does not apply in the following situations:*
- 1. Any hearing continuance or other process delay requested by the applicant shall be deemed an extension or waiver, as appropriate, of the one hundred twenty-day period.*
 - 2. Any delay in the decision-making process necessitated because the applicant provided an incomplete set of mailing labels for the record property owners within three hundred feet of the subject property shall extend the one hundred twenty-day period for the amount of time required to correct the notice defect.*
 - 3. The one hundred twenty-day period does not apply to any application for a permit that is not wholly within the City's authority and control.*
 - 4. The one hundred twenty-day period does not apply to any application for an amendment to the City's comprehensive plan or land use regulations nor to any application for a permit, the approval of which depends upon a plan amendment.*
- D. A one-hundred day period applies in place of the one-hundred-twenty day period for affordable housing projects where:*
- 1. The project includes five or more residential units, including assisted living facilities or group homes;*
 - 2. At least 50% of the residential units will be sold or rented to households with incomes equal to or less than 60% of the median family income for Clackamas County or for the state, whichever is greater; and*
 - 3. Development is subject to a covenant restricting the owner and successive owner from selling or renting any of the affordable units as housing that is not affordable for a period of 60 years from the date of the certificate of occupancy.*
- E. The one hundred twenty-day period specified in OCMC 17.50.070.C or D may be extended for a specified period of time at the written request of the applicant. The total of all extensions may not exceed two hundred forty-five calendar days.*
- F. The approval standards that control the City's review and decision on a complete application are those which were in effect on the date the application was first submitted.*

Finding: Legislative actions are not subject to the 120-day deadline.

III. RECOMMENDATION

Based on the findings in this report, staff recommends approval of file LEG-21-00003. If the Planning Commission recommends approval to the City Commission, staff will prepare an Ordinance for consideration by the City Commission to adopt the proposed plan.



PARK PLACE URBANIZATION PLAN

FINAL PLAN

City of Oregon City Project #PS 20-027
December 2021



WE #1509A

wallis
*engineering

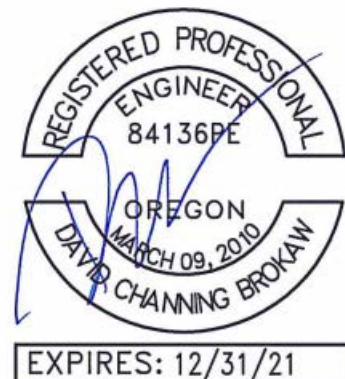


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SECTION 1: INTRODUCTION

1.1 BACKGROUND

The Park Place Neighborhood (the neighborhood) is located in the northeast corner of Oregon City. It was annexed into the City of Oregon City in 1989. The Neighborhood is bounded approximately by Forsythe Rd on the north, Highway 213 on the west, Livesay Creek on the south and Kitty Hawk Ave on the east. Holcomb Blvd remained under Clackamas County jurisdiction until 2012 when the responsibilities of Holcomb were transferred to the City of Oregon City. Over the years, it has developed in piecemeal fashion, creating a mix of urban and rural areas. As a result, the streets have developed over time to different Oregon City Transportation System Plan (TSP) standard street cross sections. The Neighborhood currently lacks connectivity to surrounding neighborhoods and desired community destinations. Areas to the east of Swan Ave consist of more recent development and are, for the most part, fully-developed roadways built to local roadway standards. The areas to the east of Swan Ave have been reviewed for existing gaps and possible network improvements, but the focus area of this project is intended to be the underdeveloped roadways from Swan Ave west within Park Place Neighborhood.

A vicinity map of Park Place Neighborhood is included as **Figure 1-1**. Holcomb Blvd is not included in this plan.

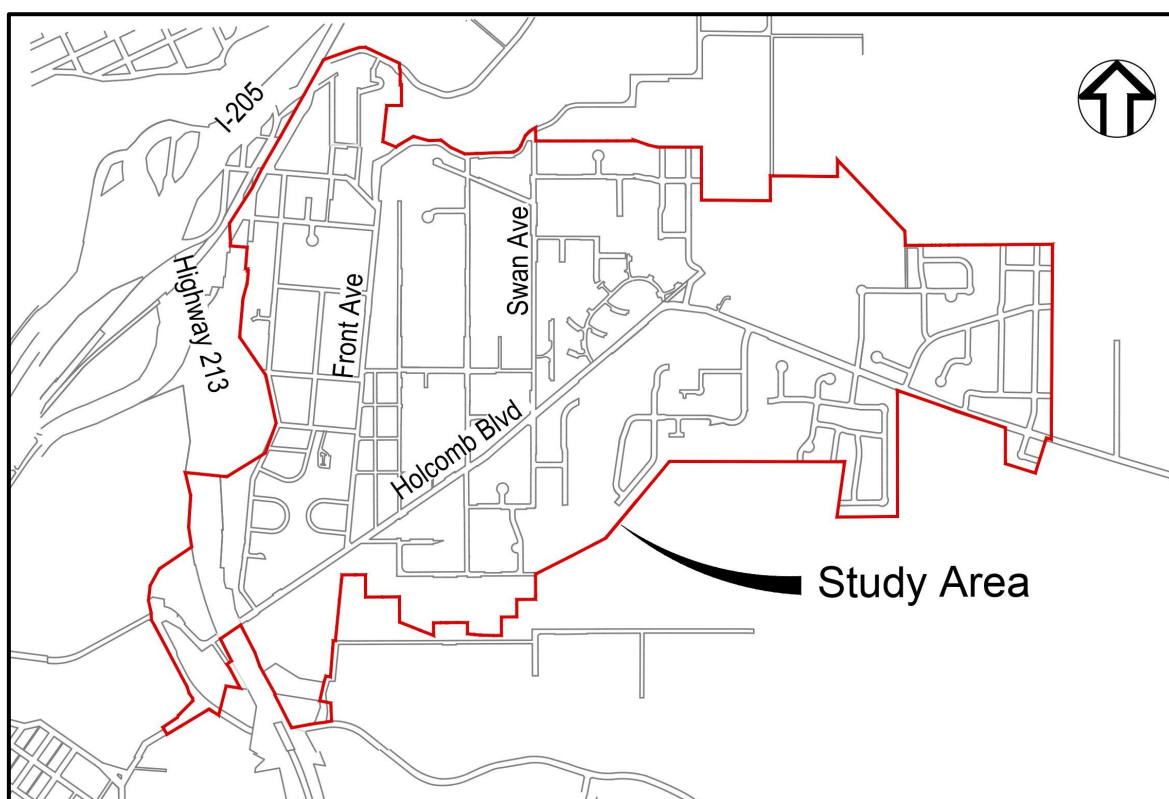


Figure 1-1: Park Place Vicinity Map

1.2 PURPOSE OF REPORT

The City of Oregon City contracted with Wallis Engineering (Wallis) to develop an Urbanization Plan for the Park Place Neighborhood. The goal of this plan is to:

- Identify transportation problems within the Neighborhood
- Understand where projects can be constructed to provide the greatest benefit
- Identify preferred roadway cross sections
- Prepare cost estimates for the various improvements
- Identify how public transportation improvements in the Neighborhood should be prioritized

The Park Place Urbanization Plan (Plan) analyzed existing conditions and potential alternative improvements, and makes recommendations for improvements. It identifies a process by which to implement public works improvements within the existing network of streets to create a more connected transportation system for the community.

This plan will be used by the City to guide future projects to improve the transportation system within the neighborhood. It does not stand alone, but builds on several other City planning documents. In particular, it modifies, supplements, and clarifies some of the projects described in the City's *2013 Transportation System Plan (TSP)*. As referenced City planning documents and conditions change over time, this plan should be updated accordingly.

As funding sources are limited at this time, it is anticipated that improvements described within will be mainly driven by private development. Should funding become available, improvements identified within the Plan should be prioritized in coordination with project improvements identified in the TSP and other adopted area plans within the City.

Holcomb Blvd is not considered within this Urbanization Plan as it has its own plan - the Holcomb Boulevard Pedestrian Enhancement Concept Plan. The Park Place Concept Plan is also not included in this study area. Other related plans are discussed in Section 2.4.

1.3 PLANNING PROCESS

The Plan followed a step-by-step process, structured to include public involvement and participation throughout plan development. The following steps were included in the planning process:

1. Defined the scope and focus of the plan, including the overall goals and vision for the neighborhood.
2. Evaluated existing conditions and transportation infrastructure gaps throughout the neighborhood and its users.
3. Communicated project information to the community, identified community desires, and solicited feedback.
4. Identified alternative concept plans to provide adequate access to desired community locations.
5. Presented options and alternatives to the neighborhood for feedback and identification of preferred alternatives.
6. Prepared final Urbanization Plan and process to implement improvements.

1.4 PLAN ORGANIZATION

The Park Place Urbanization Plan is divided into a total of six sections. A brief description of each section (except Section 1) follows:

Section 2: Existing Conditions Analysis

The existing conditions throughout the neighborhood are described in detail, including its character, transportation facilities, safety, streetscape elements, and public utilities.

Section 3: Alternative Development and Selection

The criteria used to develop concept alternatives are defined, as well as other criteria included in the scope of this Plan. The process and results of public engagement are summarized. The alternatives and their expected implications for addressing future transportation needs are discussed.

Section 4: Final Urbanization Plan

The final Urbanization Plan is described in detail. Roadway cross sections, sidewalk infill projects, and streetscape improvements are provided.

Section 5: Implementation Plan

This section describes how the final Urbanization Plan will be implemented. Planning-level cost estimates for the proposed improvements and potential funding opportunities are also included here.

SECTION 2: EXISTING CONDITIONS ANALYSIS

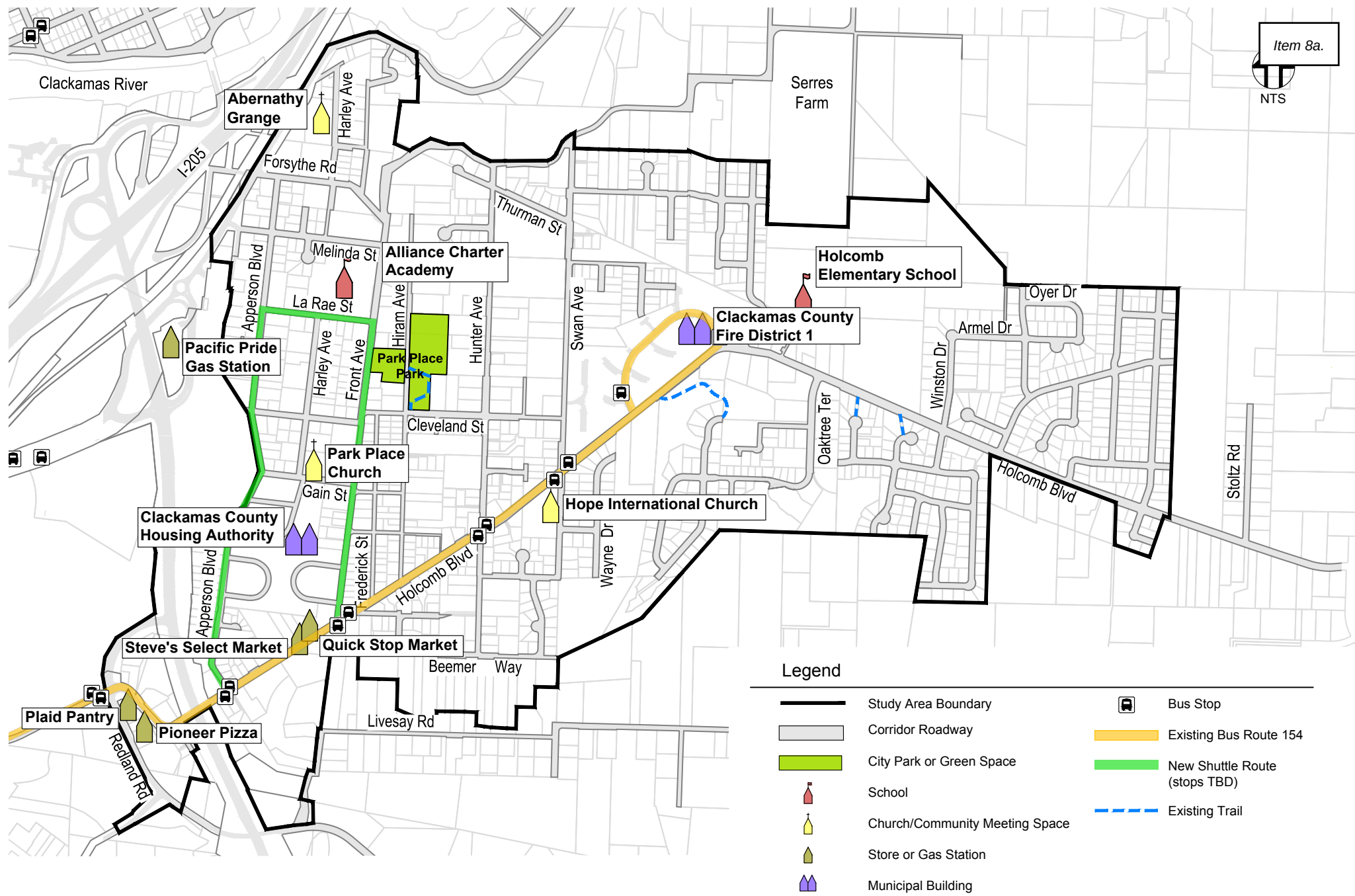
The existing conditions of the Park Place Neighborhood are analyzed in this chapter. A discussion of these conditions includes the character of the neighborhood and its designated land uses, transportation facilities for each mode of travel and existing streetscape elements. Holcomb Blvd is not included in this plan.

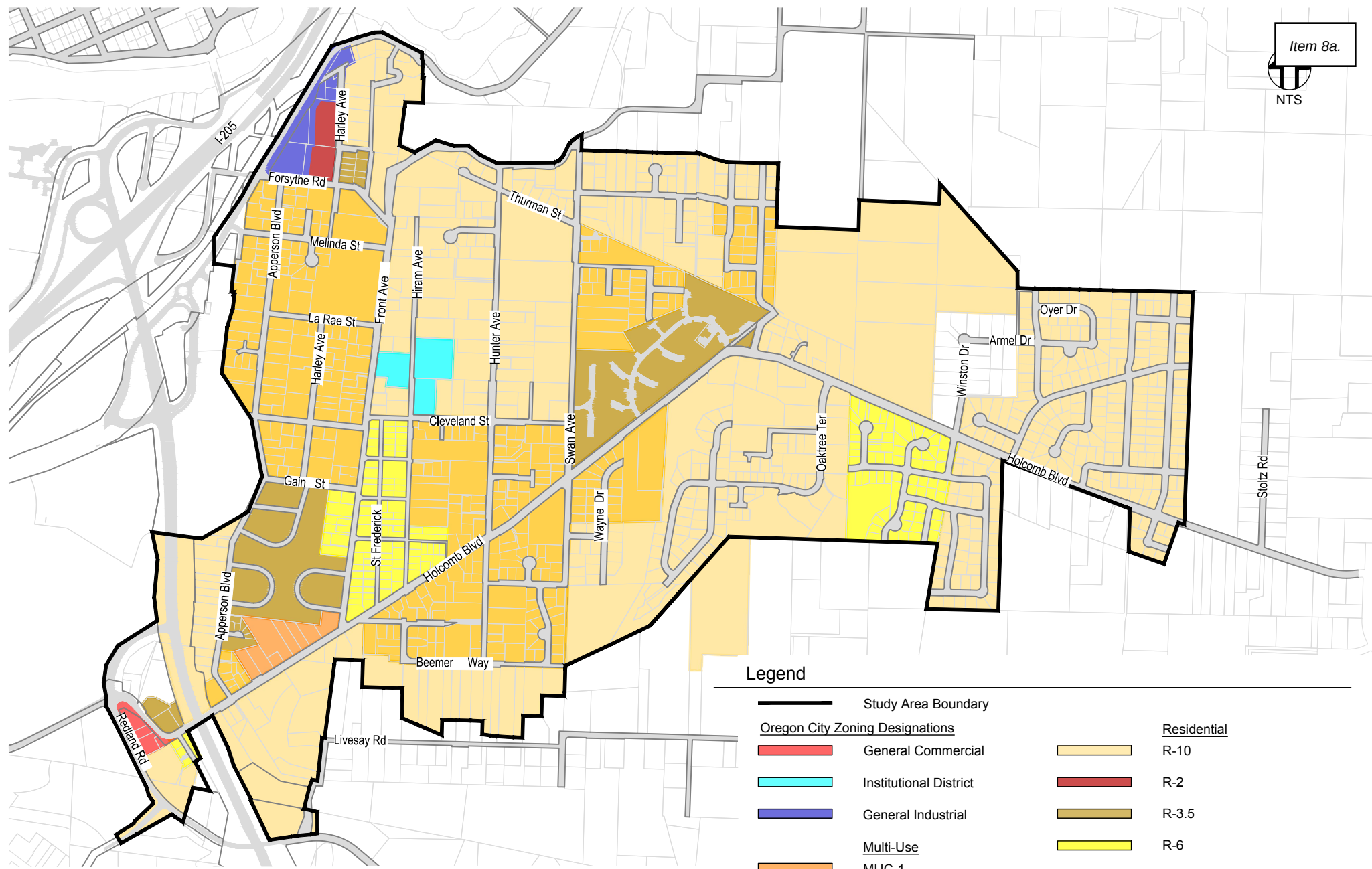
2.1 NEIGHBORHOOD CHARACTERISTICS AND LAND USE

The Park Place Neighborhood contains multiple desired community destinations: City parks, schools, churches, stores or gas stations, municipal buildings, and bus stops. Gaps in existing sidewalks prevent convenient travel to these community locations. There are several public facilities and properties which generate activity through the study area, including public parks, schools, and churches. These are shown on **Figure 2-1** on the following page.

The City's TSP describes the Park Place Neighborhood as an area of significantly low-income households, with little projected change in employment growth between 2010 and 2035. The TSP also projects more than 300 households being added to the study area through additional lot development and densification between 2010 and 2035.

Land use through the Park Place Neighborhood includes a mix of urban and rural areas. The neighborhood is largely zoned residential with some commercial properties, as shown in **Figure 2-2** on page 6. A small area of mixed-use commercial properties is located along Holcomb Blvd between Apperson Blvd and Front Ave.





Legend

	Study Area Boundary		
<u>Oregon City Zoning Designations</u>			
	General Commercial		<u>Residential</u> R-10
	Institutional District		R-2
	General Industrial		R-3.5
<u>Multi-Use</u>			
	MUC-1		R-6
			R-8
			Not in City Limits

Environmentally Sensitive Areas

The study area encompasses and is adjacent to environmentally-sensitive areas associated with streams and creeks. The City identifies a number of such areas, including wetlands and streams, steep slopes, and a Natural Resources Overlay District (NROD). These environmentally-sensitive areas are shown in more detail in **Figure 2-3** on the following page. Future streetscape improvement work within or impacting designated environmentally sensitive areas will require permit approval.

Steep Slopes

Steep slope areas exist within the study area. Steep topography includes areas steeper than twenty-five percent (25%), located predominantly along Hiram Ave, Swan Ave, Hunter Ave and Cleveland St.

Streams and Wetlands

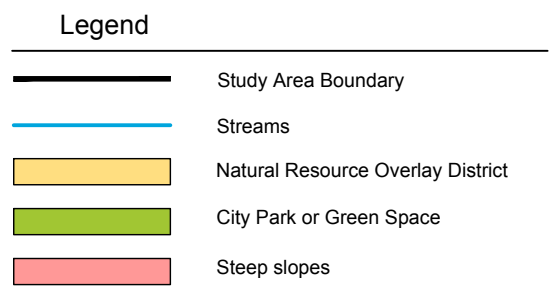
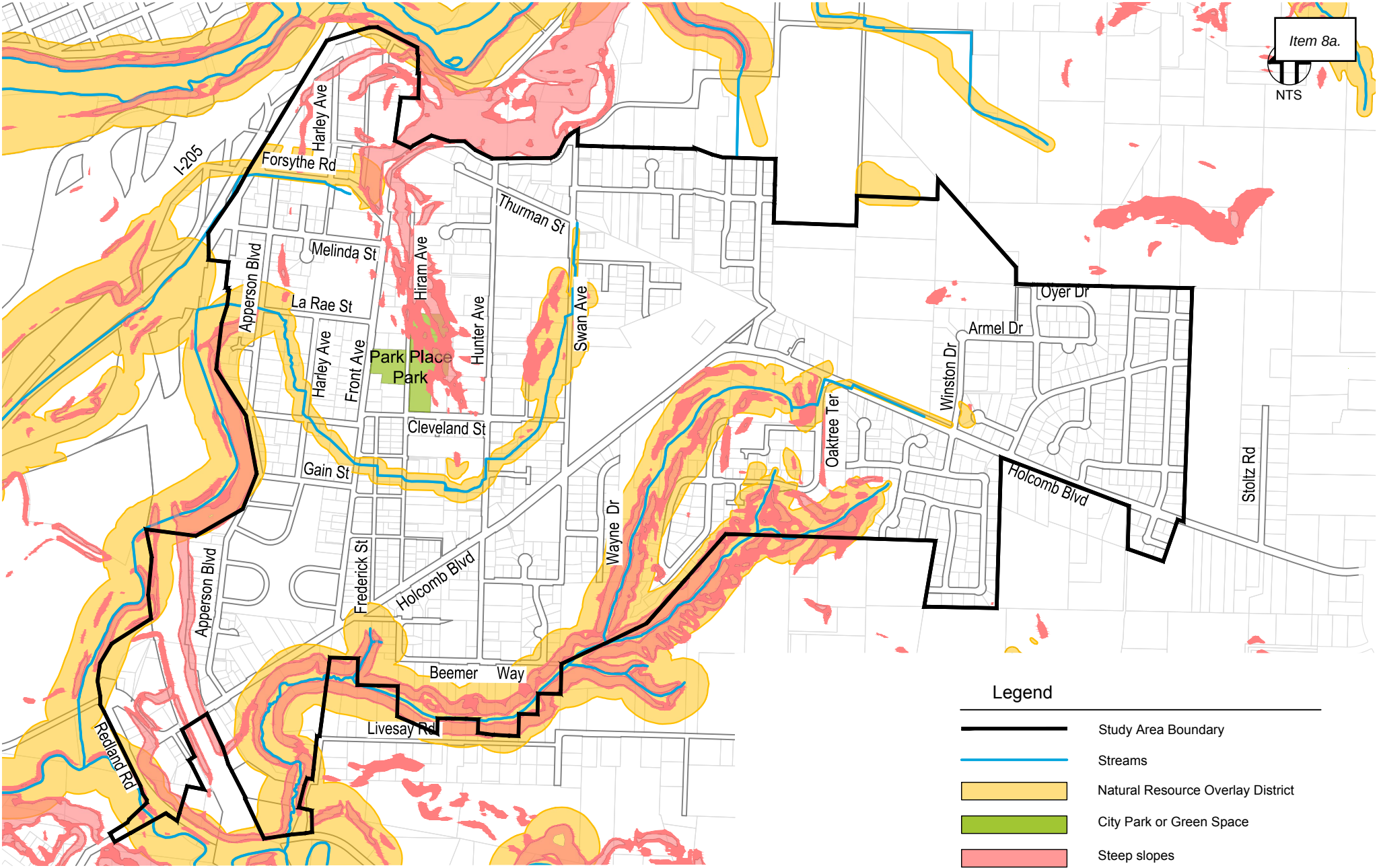
Two designated Title 3 streams cross through the neighborhood boundaries. These areas are mapped as part of the guidelines set out in Title 3 of *Metro's Urban Growth Management Functional Plan*. The Title 3 designation constitutes areas protected by the *Stream and Floodplain Protection Plan*, which aims to protect the region's health and public safety by reducing flood and landslide hazards, controlling soil erosion, and reducing pollution of the region's waterways. These areas are delineated as Title 3 for the following purposes: 1) to protect against flooding, 2) to enhance water quality in the region's streams, rivers, and wetlands, and 3) to protect regionally significant fish and wildlife habitat areas. One stream corridor is contained within a canyon to the south of Holcomb Blvd. The other stream is a combination of piped conveyance, roadside ditches and formal stream corridors.

The *Oregon City Local Wetland Inventory* (prepared by Shapiro and Associates, 1999) identified a number of wetlands within the study area. These designated wetlands are located adjacent to the streams within the Natural Resource Overlay District (NROD) boundaries shown on **Figure 2-3**.

NROD

The Natural Resource Overlay District (NROD) protects the habitats and associated functions of the streams, riparian corridors, wetlands and the regulated wildlife habitat found in Oregon City. The NROD regulates water quality and ensures habitat protection through the enforcement of permanent vegetated corridors between sensitive resources and developed areas.

An NROD buffer area of varying widths follows the two stream corridors through the neighborhood. Future improvements constructed within the NROD or its buffer will be required to comply with City environmental standards.



2.2 EXISTING TRANSPORTATION FACILITIES

The Park Place Neighborhood offers transportation opportunities for vehicles, bicycles, pedestrians, and users of public transit. However, facilities for these users are incomplete and deficient throughout the study area. Description of current transportation infrastructure is described below.

Roadway Classification

Roadway classifications are typically assigned to streets according to their character, dimensions, and facilities for various users. The City's 2013 TSP includes several roadway classifications for the streets within the study area. Holcomb Blvd is classified as a minor arterial, one of the larger classifications. Swan Ave, Front Ave and Forsythe Rd are classified as collector roadways. Collector roadways are used as a connection between local roads and arterial roads, and provide a balance between access and mobility. All other roadways within the study area are designated as local roads.

Connectivity

The neighborhood grid system within the study area consists of south to north connections from Holcomb Blvd to Forsythe Rd on Apperson Blvd, Front Ave, Hunter Ave, and Swan Ave. In the east-west direction, there is limited connectivity. Cleveland St acts as the main east to west roadway within the study area. However, Cleveland terminates at Swan Ave, and does not provide full access through to the east side of the neighborhood.

General Roadway Characteristics

The roadways within the Park Place Neighborhood vary greatly in their dimensions and facilities for roadway users, due to the variable nature of development over time. Most of the streets were not built to current roadway classification standards – with the exception of the recently-constructed roadways east of Swan Ave. In the older section of the neighborhood, there is considerable dimensional variation in right-of-way, travel lanes, stormwater conveyance, and widths and existence of both sidewalk and bike lanes. **Table 2-1** below summarizes some of the variation in roadways within the Park Place Neighborhood.

Table 2-1: Existing Roadway Variation

Street	ROW Width	Paved Width	Parking (Y/N)	Surface Drainage (Y/N)	Sidewalk Widths
Apperson Blvd	48'	27'	N	Y	6'
Harley Ave	50'	18'	Y	N	N/A ¹
Front Ave	45'	36'	Y	Y	5.5'
Hiram Ave	34'	15'	N	N	N/A ¹
Hunter Ave	45'	19'	N	Y	N/A ¹
Swan Ave	43'	19'	N	Y	6'
Oaktree Ter	60'	36'	Y	Y	N/A ¹
Forsythe Rd	50'	23'	N	N	N/A ¹
Thurman St	46'	26'	N	N	5'
Ames St	40'	23'	N	Y	5.5'
Cleveland St	35'	19'	N	N	N/A ¹

Street	ROW Width	Paved Width	Parking (Y/N)	Surface Drainage (Y/N)	Sidewalk Widths
Gain St	50'	19'	N	N	4'
Beemer Way	45'	22'	Y	N	5'

1. Sidewalk width not provided because street currently lacks sidewalk.

According to current City standards, roadways shall have a minimum paved width of 20 feet to provide fire service. Several sections of roadway have substandard paved width according to this fire service requirement. **Figure 2-4** on the following page shows the locations of roadway sections within the study area with substandard pavement width. **Figure 2-5** and **Figure 2-6** on page 12 show examples of narrow and variable width roadways within the study area.

Geometry

Neighborhood roadways are aligned in a rough grid pattern, with streets extending north and south from Holcomb Blvd. Because Holcomb Blvd passes through the neighborhood at a skewed angle, there are a number of acute angle roadway intersections in the study area. An acute angle roadway intersection is defined as an intersection where roadways enter the intersection at less than 90 degrees. Generally speaking, acute angle intersections make it more difficult to enter and exit an intersection. In the case of the study area, these acute angles at intersections create sightline difficulties for motorists attempting to enter Holcomb Blvd. The tighter corner radii also complicate motorist right turn movements into the neighborhood. Locations of acute angle intersections are shown on **Figure 2-4**.

Safety

To help identify safety issues and concerns, the crash history of the Park Place Neighborhood was reviewed. The Oregon Department of Transportation (ODOT) supplied historical information summarizing all reported collisions within the Park Place Neighborhood occurring in the nine-year period between 01/01/2010 and 12/31/2019 (more recent data is not available). Crash information was analyzed, and the results are summarized in **Table 2-2** below.

The majority of these crashes occurred on Holcomb Blvd and are outside the scope of this Urbanization Plan. The remaining crashes were minor injury and property damage only, and were typically rear end and turning movement type incidents.

Table 2-2: Study Area Safety History – 2010 to 2019

Intersection/Area	Crash Severity			Collision Type							Total Crashes
	PDO	Injury	Fatal	Rear	Fix	Turn	Ped	Head	SS	Angle	
Forsythe Rd	7	4		1	4	4			2		11
"D" St		1		1							1
Oaktree Terrace		1								1	1
Holcomb School Rd		3		3							3

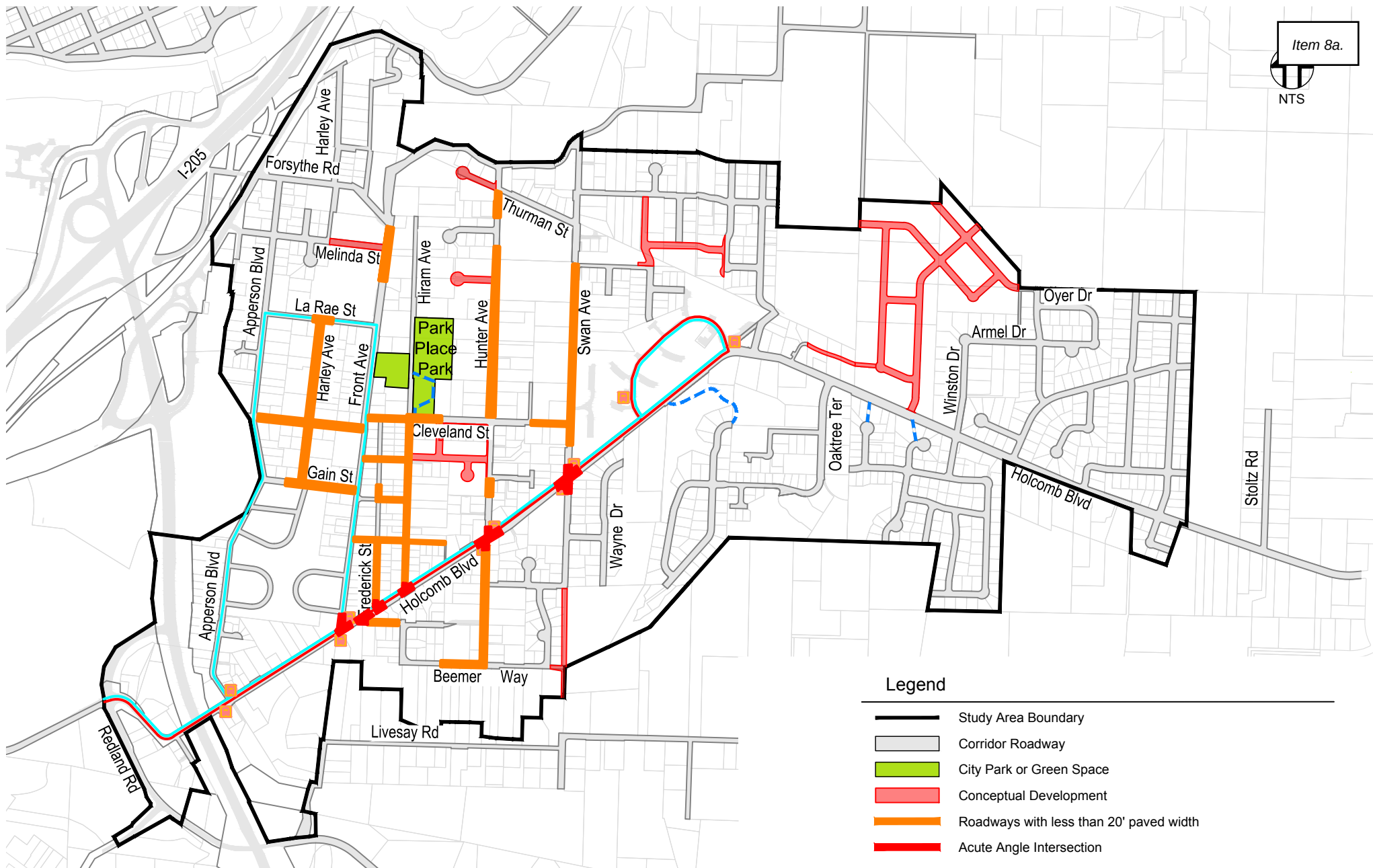
PDO: Property Damage Only Crash

Ped: Pedestrian

SS: Side Swipe

Fix: Fixed Object or Other Object

Head: Head-on



Legend

- Study Area Boundary
- Corridor Roadway
- City Park or Green Space
- Conceptual Development
- Roadways with less than 20' paved width
- Acute Angle Intersection



**Figure 2-5: Narrow Roadway
(Hiram Ave)**



**Figure 2-6: Variable Roadway Widths
(Cleveland St.)**

Speed data was not collected as part of this Plan. However, high speeds have been anecdotally noted as a major concern among Neighborhood residents.

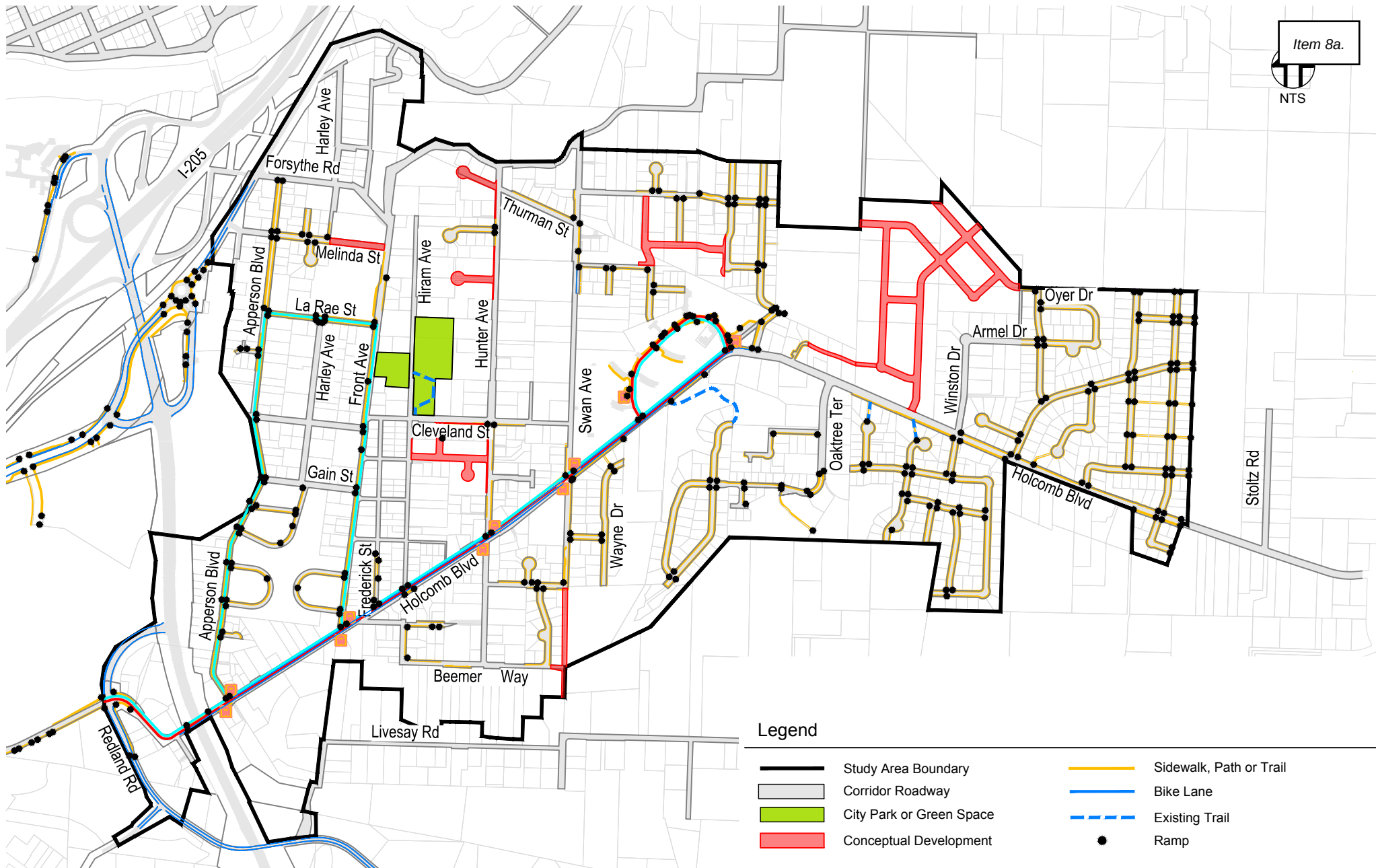
Speed Control Measures

Some speed reduction measures have been implemented within the Park Place Neighborhood. Speed humps have been added along Apperson Blvd and Front Ave. Roadway narrowing was completed at the intersection of La Rae St and Harley Ave near the Alliance Academy.

Pedestrian Facilities

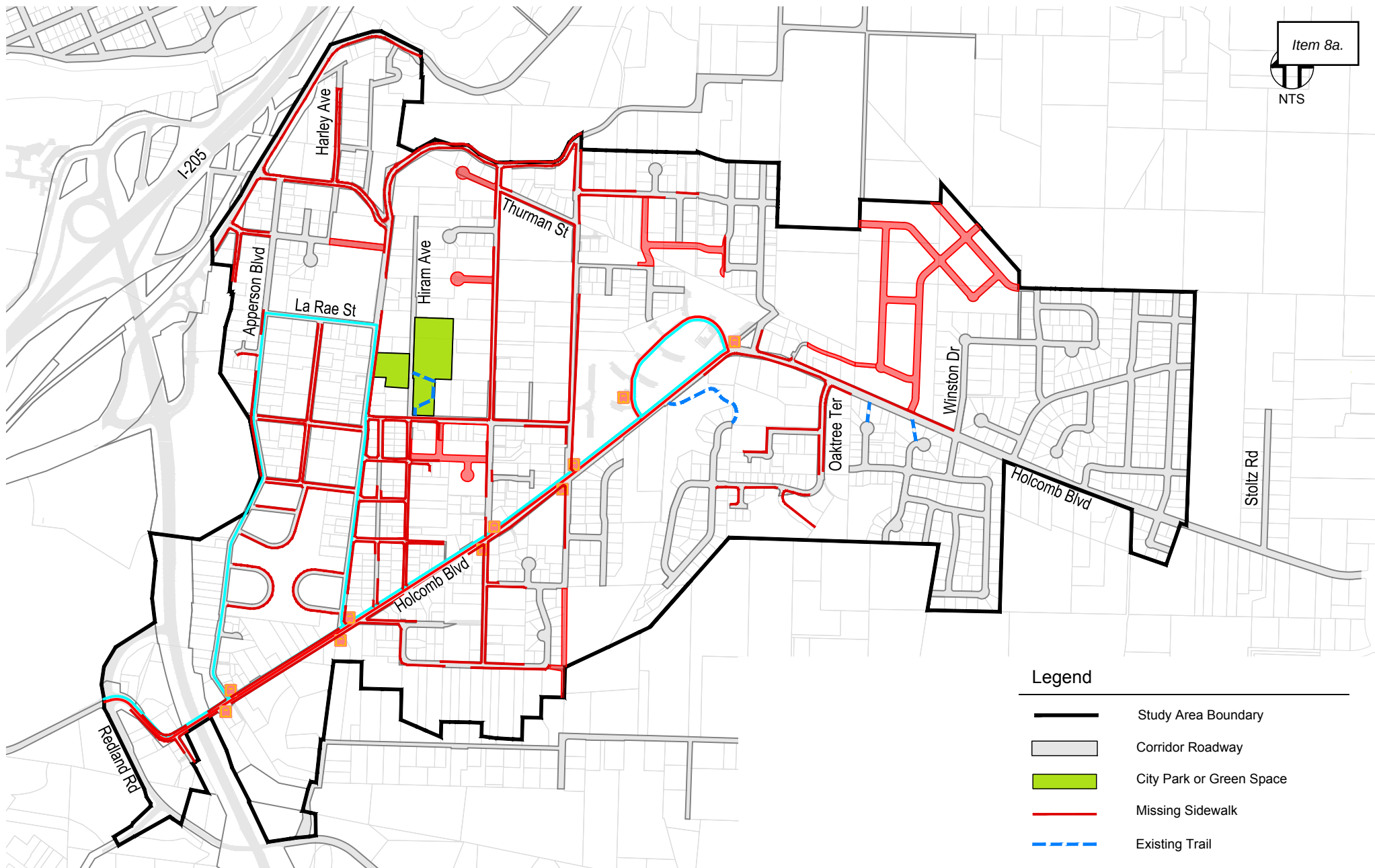
Pedestrian facilities throughout the neighborhood are not continuous. Sidewalks (where they exist) are typically five feet wide, and are a mixture of sidewalks directly adjacent to the roadway (curb tight) or positioned behind a landscape strip (setback). It should be noted that this study did not assess if existing sidewalks and curb ramps complied with the Americans with Disabilities (ADA) requirements for these facilities. A map of existing pedestrian and bicyclist facilities within the study area is included in **Figure 2-7** on the following page.

To highlight the gaps within the pedestrian network, a figure showing existing gaps sidewalk gaps is included as **Figure 2-8** on page 14. Some photographic examples of gaps within the network are included as **Figure 2-9, Figure 2-10, Figure 2-11** on page 15.



Legend

- | | | | |
|--|--------------------------|--|-------------------------|
| | Study Area Boundary | | Sidewalk, Path or Trail |
| | Corridor Roadway | | Bike Lane |
| | City Park or Green Space | | Existing Trail |
| | Conceptual Development | | Ramp |





**Figure 2-9: End of Sidewalks
Hunter Ave**



**Figure 2-10: No Sidewalk Transition
S. Ames St**

Bicycle Facilities

The only striped bicycle lanes within the study area are along Holcomb Blvd, the minor arterial bisecting the neighborhood. Swan Ave has two small areas with widened pavement for future facilities. There are a few small sections of shared use pathways that connect along the south side of Holcomb Blvd. Lack of striped bike lanes, narrow road widths, steep roadway slopes, and minimal connectivity between roadways in the neighborhood make it difficult for bikes to travel in the neighborhood.

Public Transit Facilities

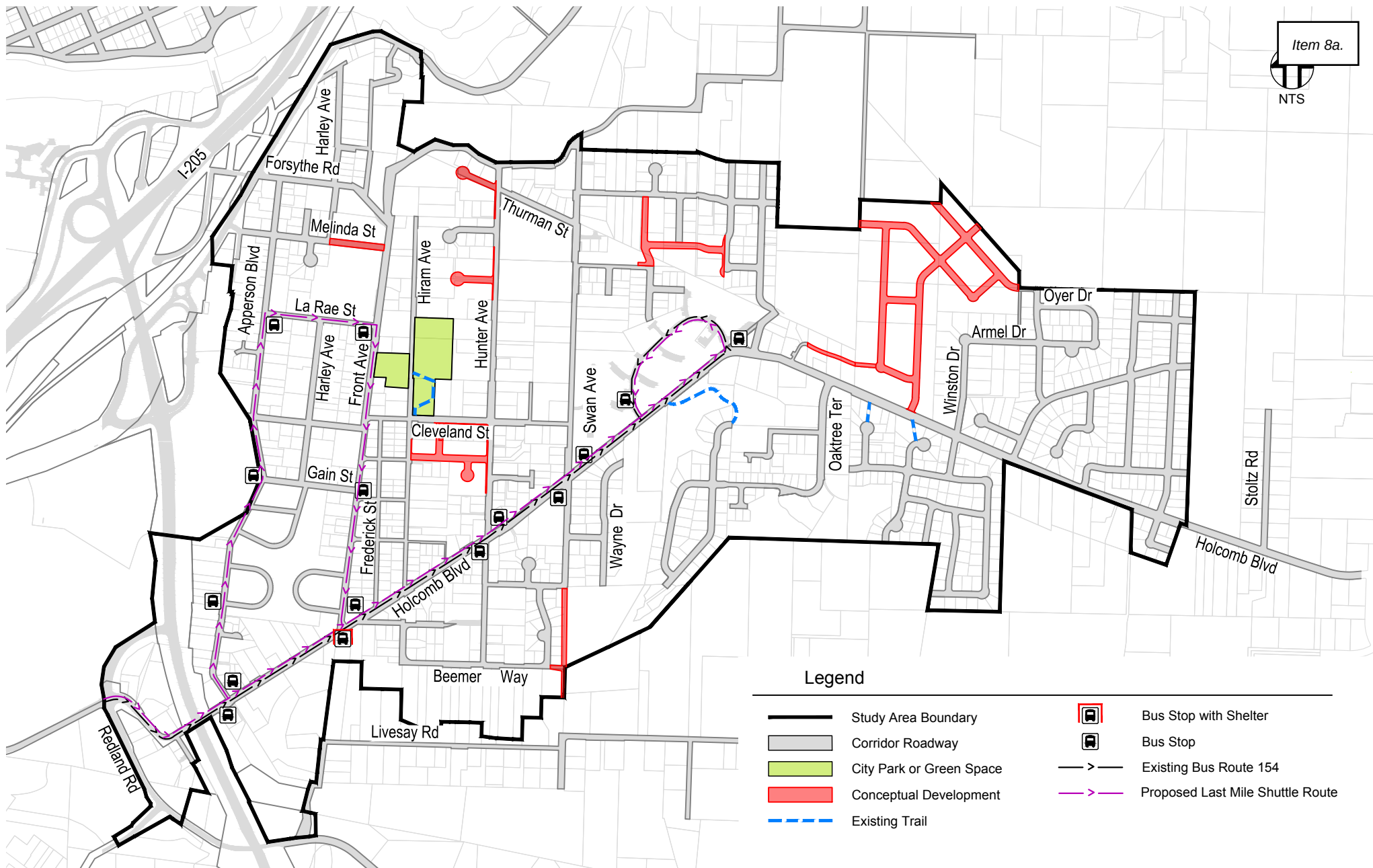
TriMet provides public transit services along Holcomb Blvd and S. Longview Way as part of the Willamette/Clackamas Heights Route 154. There are a total of twelve bus stops along this section of Route 154 within the neighborhood. The majority of the bus stops are not equipped with benches or covered areas for pedestrians.

The City is in the process of finalizing a city shuttle service to provide access to various destinations within Oregon City. The draft route map for the First Mile – Last Mile Shuttle service includes stops within the Park Place Neighborhood.

Bus stops and routes are shown on the Existing Public Transit Facilities **Figure 2-12** on the following page.



**Figure 2-11: Sidewalk Dead End
Swan Ave**



2.3 EXISTING STREETSCAPE ELEMENTS

Pavement Markings / Crossings

The majority of the roadways in the Park Place Neighborhood do not have pavement markings for pedestrian crosswalks, center lines, bike lanes, or street parking. Only a small number of roads connected to Holcomb Blvd have pavement markings for center lines and speed bumps.

On-street Parking & Driveways

There is limited on-street parking within the neighborhood to accommodate all residents. Some areas of gravel parking exist in the shoulder of narrow roads.

Mailboxes

Mailboxes within the neighborhood are a mix of individual mailboxes and consolidated drop boxes. A large percentage of the individual mailboxes within the neighborhood are installed within the limits of existing sidewalks. As seen in **Figure 2-13**, these mailboxes can constitute an accessible barrier to some users, due to the limited remaining width of sidewalk around them.



Figure 2-13: Mailboxes on Apperson Blvd

Connectivity

Connectivity through the study area is limited, particularly for pedestrians and bicyclists. Swan Ave and Hunter Ave provide North-South connectivity through the neighborhood for motorists. However, there is no continuous east-west connection through the study area with the exception of Holcomb Blvd. Holcomb Blvd as an arterial roadway with high traffic volumes presents a barrier to bicycle users, due to the need to cross back and forth across Holcomb Blvd. Cleveland St has some east-west connectivity, but it terminates at Swan Ave on the east side, and includes sections with steep elevation changes which make it less suitable for bicycle and pedestrian travel.

Speed Control

Concerns over speeding have been provided through public comment within the neighborhood. Speed humps are currently installed on both Apperson Blvd and Front Ave. La Rae St adjacent to the Alliance Academy incorporates some traffic calming as it narrows to accommodate crosswalks at S. Harley Ave. Additional speed control measures may be necessary to control vehicle speeds throughout the study area.

2.4 PLANNED IMPROVEMENTS

There are several planned improvements within the study area which are described in City planning documents outside of this Urbanization Plan. The following paragraphs include a short description of each planning document, planned improvements within the study area, and relevance to the Urbanization Plan.

Transportation System Plan (TSP)

The *2013 Transportation System Plan (TSP)* defines transportation systems within the City and provides a long-term guide to transportation investments within the City. The TSP describes proposed cross sections for the development of existing streets within the neighborhood. The TSP also prioritizes projects within the neighborhood, defining them as ‘likely to be funded’ and ‘not likely to be funded’. Projects anticipated as part of the TSP are included in **Figure 2-14** on page 19.

The TSP also identifies a regional trail network crossing through the neighborhood at Holcomb Elementary School, along Forsythe Rd and along the stream corridor south of Holcomb Blvd. The approximate routing for this network is shown on **Figure 2-14**. These projects are described further in **Appendix D**.

The TSP also identifies three projects within the neighborhood designated as Family Friendly projects on Front Street (FF2), Cleveland Street (FF3) and Jacobs/Beemer Way (FF4). These projects are intended to fill gaps and provide wayfinding and shared use lane markings.

Holcomb Boulevard Pedestrian Enhancement Concept Plan

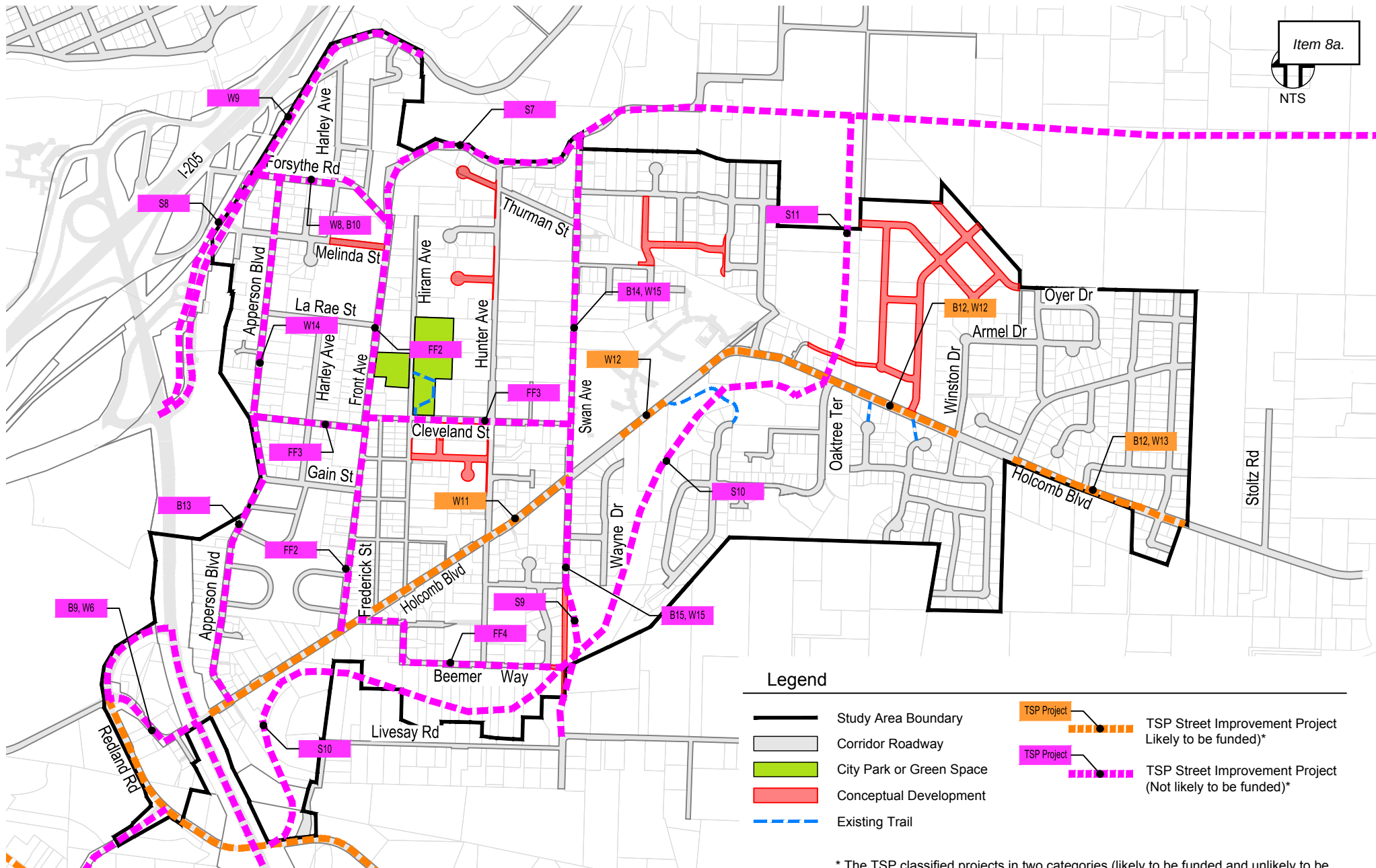
The *Holcomb Boulevard Pedestrian Enhancement Concept Plan (2005)* describes goals and objectives for Holcomb Blvd Improvements. This plan also describes improvements intended to increase safety along Holcomb for pedestrians, bicyclists, and drivers.

Park Place Concept Plan

The *Park Place Concept Plan (March 2008)* describes a planned development to the south of the study area. This plan includes planned roadway extensions and connectivity to Holcomb Blvd at Swan Ave, and near the eastern end of the Park Place Neighborhood near Jada Way and Barlow Dr. The plan defines a proposed roadway cross section for Swan Ave south of Holcomb Blvd.

Trails Master Plan

The *Oregon City Trails Master Plan (October 2004)* describes existing and planned trail networks within Oregon City and connection to existing and planned regional trails. The plan includes trail development standards applicable to any planned trails within the Park Place Neighborhood. The Plan includes several proposed trail segments within the neighborhood.



Legend

- Study Area Boundary
- Corridor Roadway
- City Park or Green Space
- Conceptual Development
- Existing Trail
- TSP Project
TSP Street Improvement Project Likely to be funded)*
- TSP Project
TSP Street Improvement Project (Not likely to be funded)*

* The TSP classified projects in two categories (likely to be funded and unlikely to be funded) based on their priority and likelihood of short or long-term implementation. For full project details see Appendix D for summary project information.



2.5 PUBLIC UTILITIES

Water, sewer, and storm utilities within the Park Place Neighborhood are owned, operated, and maintained by the City of Oregon City. The existing conditions of these facilities are briefly summarized in the paragraphs below. Planned improvements to the City's public utility systems are included in associated master plans and are summarized below. Improvements to transportation network elements should consult master planning documents to ensure street work is coordinated efficiently.

Water

Potable water throughout the neighborhood is conveyed through steel, cast iron, and ductile iron pipe. The South Fork Water Board operates a water treatment plant within the neighborhood at the corner of Hunter Ave and Thurman St. One water pump station is located in the neighborhood at the intersection of Hillock Ln and Hunter Ave. A reservoir is located on Oyer Drive. The Clackamas River Water District services properties within the study area to the east of S Winston Dr.

The *Oregon City Water Distribution System Master Plan (February 2012)* gives recommendations for water needs based on future growth within Park Place. Projects include pipeline upsizing, replacing deficient pipes, and installing pressure reducing valve stations. A summary of proposed improvements within the study area is included below:

- Recommended storage reservoir in northeast corner of the study area next to existing Oyer Drive storage reservoir
- Future 12 inch, 8 inch, and 6 inch diameter pipelines in northeast Park Place neighborhood.
- Future 14 inch, 12 inch, 8 inch diameter pipelines in south Park Place and southeast Park Place neighborhood
- Recommended pressure reducing valve station in southeast Park Place neighborhood (existing system CIP)
- Recommended pipe replacement on Longview Way (existing system CIP)
- Recommended 8 inch diameter pipe addition off Oaktree Terrace (existing system CIP)

Sewer

Sanitary sewer service is provided through gravity sewers for majority of the customers in the neighborhood.

The *Oregon City Sanitary Sewer Master Plan (2014)* includes sewer replacement projects within the Park Place Neighborhood limits. There are modeled sewer improvements throughout the neighborhood that extend into the proposed South Park Place concept developments located south of the neighborhood. A summary of proposed improvements is included below.

- Sewer replacement project #6, within the neighborhood limits
- Sewer replacement project on Holcomb Blvd
- Park Place Concept Plan - South Park Place sewer extension

Storm & Drainage

Stormwater throughout the neighborhood is collected by catch basins and ditches and conveyed by underground storm mains and ditches. Open stormwater conveyance systems exist on Swan Ave, Hunter Ave, Hiram Ave, Cleveland St and small sections of Gain St and Ames St.

The *Oregon City Stormwater Master Plan (2020)* modeled two basins within the neighborhood: the Park Place Basin and the Livesay/Holcomb Basin. The Park Place Basin discharges to the stream running through the west side of the neighborhood, north of Holcomb. This system is a combination of open channels and culverts modeled from Swan Ave to Apperson Blvd. The Livesay/Holcomb Basin discharges to the stream on the south side of Holcomb. This system is also a combination of open channels and piped flow.

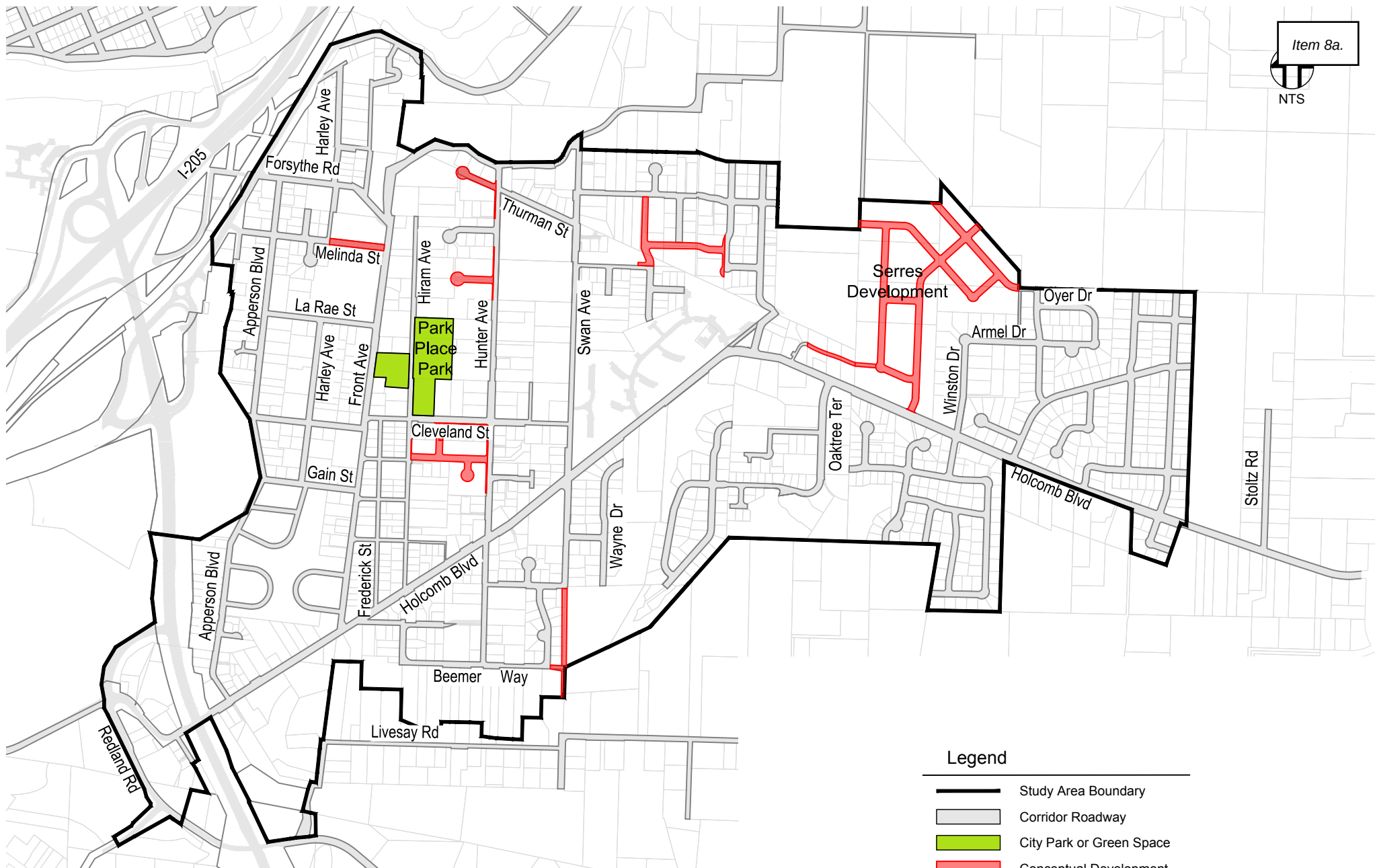
The Stormwater Master Plan summarizes stormwater capacity in these two basins as follows:

- Existing culverts in the Park Place Basin may not have capacity for current flows, but the drainage system is likely to be modified with future development.
- The Holcomb Blvd conveyance system is not large enough to accommodate current flows and is expected to be further stressed by projected development in the Livesay basin.

CIP #9, the Holcomb Blvd Capacity Improvement project was the only stormwater project identified within the study area.

2.6 DEVELOPMENT PROJECTS

A number of development projects are in various planning stages within the neighborhood. These developments are shown in the following **Figure 2-15** on the following page. They include a large development anticipated east of Holcomb School, currently named the Serres Development. This development will provide additional connectivity to the Holcomb school for properties to the east. A trail project is anticipated to be a condition of development approval completing a link between Holcomb Blvd and Forsythe Rd. This would likely be located along the western edge of the development, as part of the regional trail network expansion.



- Legend**
- Study Area Boundary
 - Corridor Roadway
 - City Park or Green Space
 - Conceptual Development



SECTION 3: ALTERNATIVE DEVELOPMENT AND SELECTION

This section describes the process by which proposed improvement alternatives were developed, including the objectives and public engagement efforts that informed alternative development. These alternatives are defined and their expected implications for transportation and safety are discussed in the following pages.

3.1 PUBLIC ENGAGEMENT PROCESS

The project team attended two Park Place Neighborhood Association meetings. After each meeting, the team administered a public outreach survey. The surveys were provided to community members within the Park Place Neighborhood to obtain feedback on transportation deficiencies and preferences on alternative designs. The first survey allowed community members to express their top safety concerns and describe their daily experiences travelling in the Park Place Neighborhood. The second survey provided visuals of proposed transportation improvements to the study area, and allowed participants to provide opinions on which improvements were most desirable. These results were used in determining final design improvements and alternatives to the Park Place Neighborhood.

3.2 PUBLIC OUTREACH #1

The intent of the first public outreach effort was to confirm the design team's understanding of existing facilities, destinations, desired modes and transportation challenges within the study area. The first community survey had 200 responses. A summary of the results is included below in **Figure 3-1**.



Figure 3-1: Public Survey #1 Results

In summary, the results from the first survey show that most respondents travel by driving daily or every weekday within the study area, while a little over half of respondents travel by walking. The top safety concerns from respondents were the lack of sidewalks, and speeding. If there were safer sidewalks, a little over half of respondents say they would travel more often within the neighborhood. Over half of respondents stated they do not think it is important for the city to widen existing roadways, but do believe it is important to separate bicyclists from cars. Over half of respondents do not believe sharrows provide adequate protection when bicycling within the neighborhood.

Appendix A includes full results from Survey #1.

3.3 SPEED MANAGEMENT

Concerns over speeding have been provided through public comment within the neighborhood. Speed humps are currently installed on both Apperson Blvd and Front Ave. La Rae St adjacent to the Alliance Academy narrows to accommodate crosswalks at S. Harley Ave, another traffic calming method implemented. Additional speed control measures may be necessary to control vehicle speeds throughout the study area.

3.4 ALTERNATIVES DEVELOPMENT

Based upon the concerns expressed during the first public outreach effort, the design team developed a sidewalk prioritization plan, proposed roadway classification and cross sections, mailbox banking options, and a set of potential traffic calming measures.

The existing roadways provide important and continuous routes through the Park Place Neighborhood. However, there are discontinuous and incomplete facilities for pedestrians, bicyclists, and public transit users. This section discusses future needs for the study area as identified by the design team and previous City planning documents.

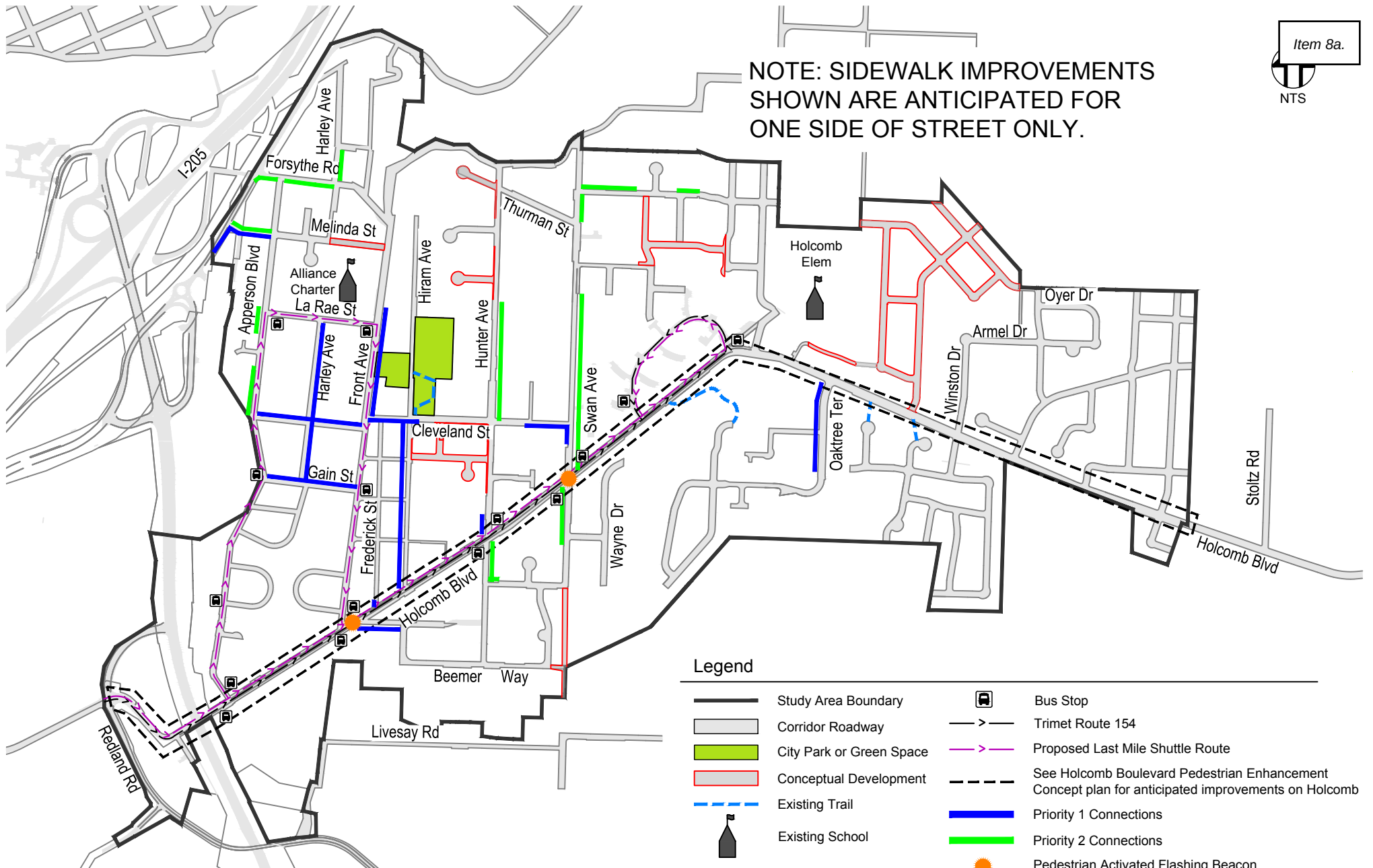
3.4.1 Sidewalk Prioritization Plan

A clear outcome of the first public outreach effort was a large neighborhood desire to address gaps within the pedestrian network. The design team developed a sidewalk prioritization plan to address these gaps and prioritize pedestrian improvements. The intent of this plan is to provide continuous pedestrian routes within the neighborhood, with the primary goal of providing access to facilities along Holcomb Blvd, neighborhood schools and the Park Place Park. As discussed, the study area includes areas with potential for near-term development. Developers would be required to complete frontage improvements, which might include the addition of sidewalk and ADA-compliant curb ramps. Therefore, the plan prioritizes sidewalk improvement locations near properties that were unlikely to develop in the near term.

Pedestrian improvements were broken into two phases. The first phase would include those projects that accomplished the plan goals at the lowest cost, and with the lowest possible impact. Impacts were defined as requiring the purchase of Right-of-Way, proximity to NROD boundaries and challenges to construction. The second phase would include sidewalk segments that were further from Holcomb Blvd, served fewer residents, or were necessary to complete a continuous connected network but had development potential.

A graphic illustration of the plan is included on the following page as **Figure 3-2**.

NOTE: SIDEWALK IMPROVEMENTS SHOWN ARE ANTICIPATED FOR ONE SIDE OF STREET ONLY.



3.4.2 Proposed Roadway Classification and Cross Sections

Due to the variable nature of the existing streets in the study area, the project team developed a menu of roadway cross sections for application over each individual street. The intent of this effort was to establish a roadway classification system unique to the study area that most closely matched the existing cross sections, while also providing space for pedestrians, bicycles and motor vehicles as needed. This plan is intended to guide development of street improvements associated with development within the Park Place Neighborhood.

Roadway Classification Plan

Figure 3-3 on the following page represents a plan to classify roadways within the study area to a variety of standards discussed below.

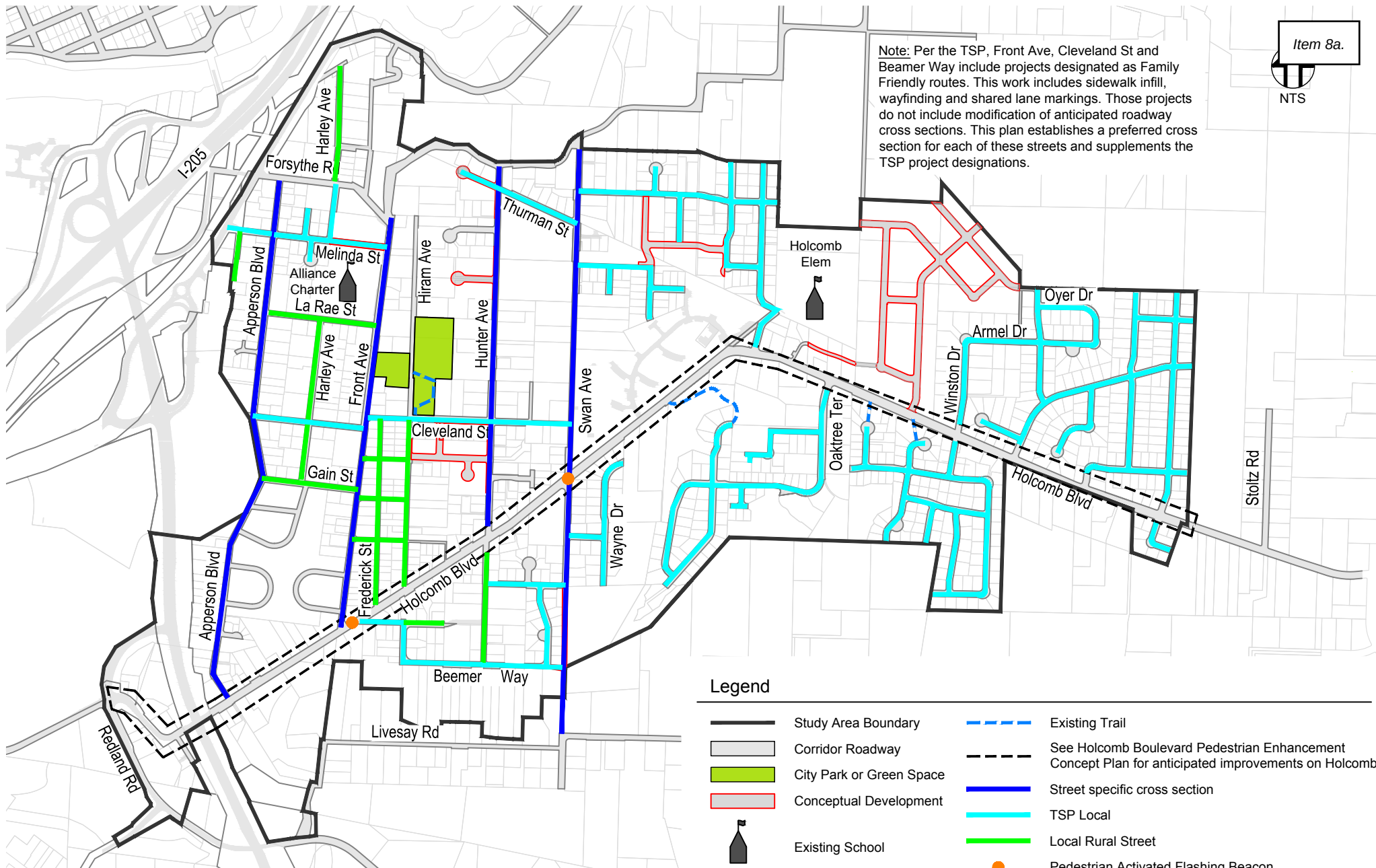
This plan includes alternative cross sections for street classifications for Family Friendly Streets, Apperson Blvd, Front Ave, Hunter Ave, and Swan Ave.

Local Rural Streets

During the public outreach and plan development process, local rural streets were called Family Friendly Streets. Public outreach efforts indicated that widening of existing roadways was not a priority. A greater priority was to establish walkable areas with provisions for pedestrians and bicyclists. The design team prepared cross sections for Family Friendly Streets to accomplish this goal. This cross section was applied to those streets that were currently narrow, in areas of limited right-of-way and were anticipated to have lower traffic volumes. The proposed cross section for Family Friendly Streets included a reduced width section where stormwater management facilities could be required.

Figure 3-4 and **Figure 3-5** on page 29 illustrate draft cross sections for Family Friendly Streets, with and without stormwater facilities.

Note: Per the TSP, Front Ave, Cleveland St and Beamer Way include projects designated as Family Friendly routes. This work includes sidewalk infill, wayfinding and shared lane markings. Those projects do not include modification of anticipated roadway cross sections. This plan establishes a preferred cross section for each of these streets and supplements the TSP project designations.



Legend

- Study Area Boundary
- Corridor Roadway
- City Park or Green Space
- Conceptual Development
- Existing School
- Existing Trail
- See Holcomb Boulevard Pedestrian Enhancement Concept Plan for anticipated improvements on Holcomb
- Street specific cross section
- TSP Local
- Local Rural Street
- Pedestrian Activated Flashing Beacon

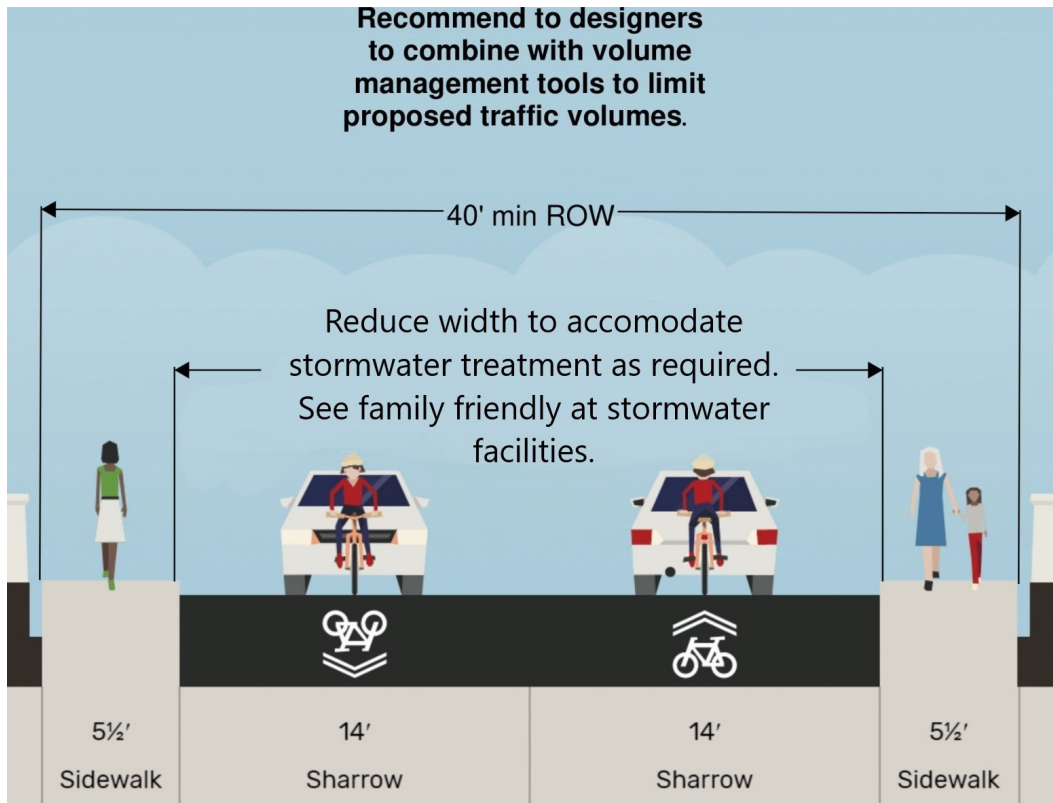


Figure 3-4: Family Friendly Street (Local Rural Street) Cross Section

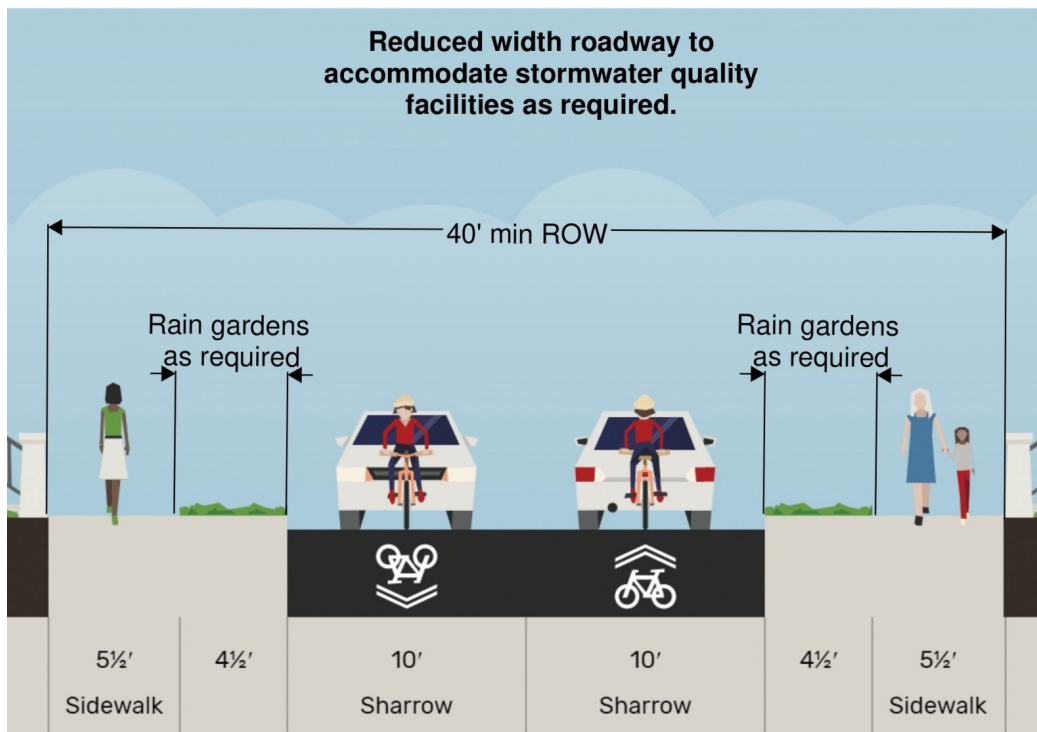


Figure 3-5: Family Friendly (Local Rural Street) at Stormwater Facilities*

*-The final cross sections have been renamed Local Rural Streets

Apperson Blvd

Apperson Blvd is essentially built out. The current configuration of Apperson includes two 14-foot wide lanes with sidewalks on both sides where they currently exist. This current configuration allows for limited parking, though most residents along this roadway appear to park off street. This existing configuration is shown in **Figure 3-6**.

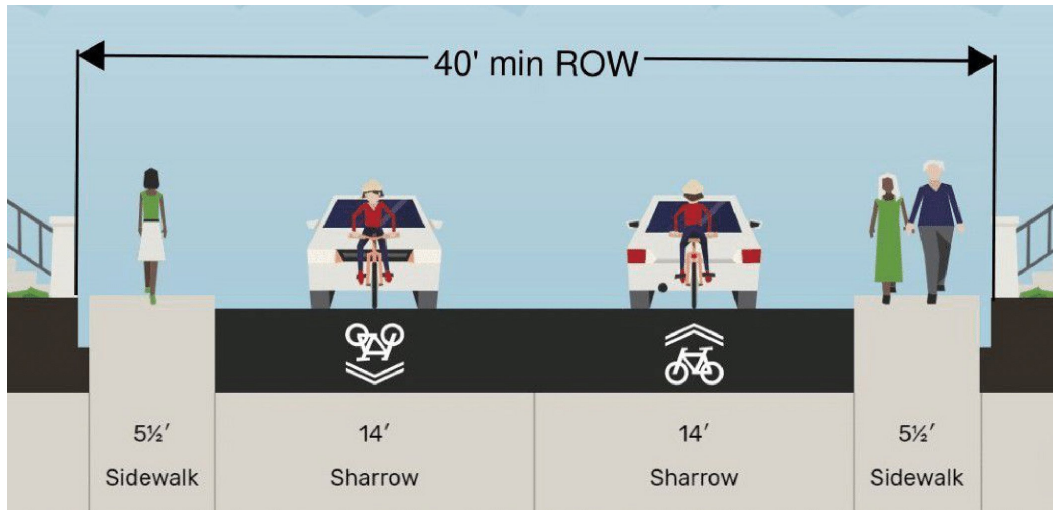


Figure 3-6: Apperson Blvd Existing Cross Section

The existing curb to curb width on Apperson Blvd allows for an opportunity to narrow the vehicle lanes to include bike lanes on either side. A proposed alternative was developed to provide the public with the opportunity to select which configuration would be preferred. The proposed cross section is included below as **Figure 3-7**.

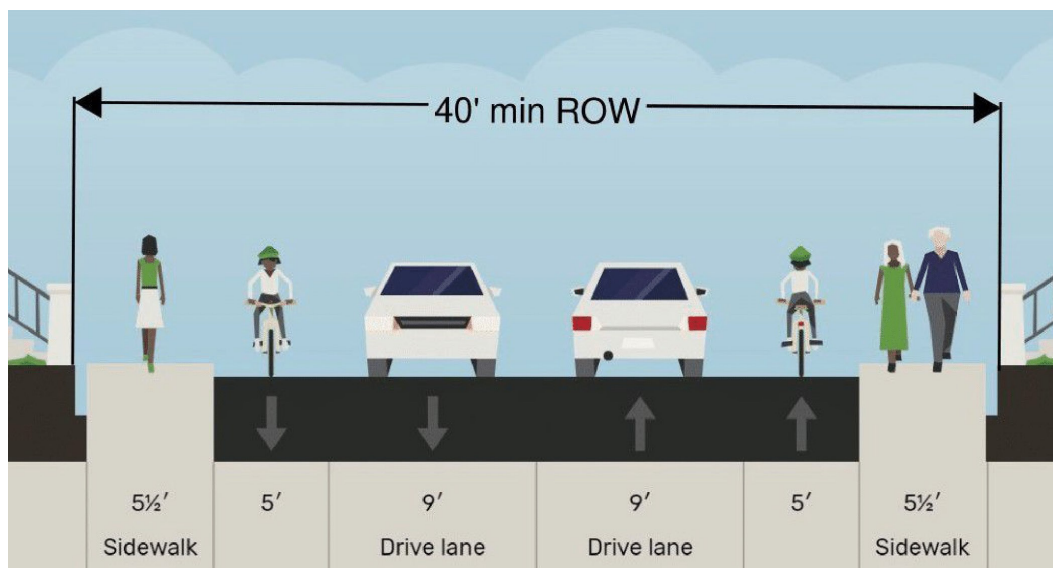


Figure 3-7: Apperson Blvd Proposed Cross Section

Front Avenue

Front Ave currently includes approximately 36 feet of paved width,

with sporadic curb tight sidewalks located mainly on the west side of the street. The current paved width allows for parking on either side of the roadway. The east side of the street is constrained in several locations by limited right-of-way and retaining walls. As Front Ave is a direct connection to Holcomb Blvd, Alliance Academy and Park Place Park, it would be a convenient location to provide biking facilities. Two alternatives, were prepared to allow the public an opportunity to choose a preference. Option 1 is shown below as **Figure 3-8**, and Option 2 is included as **Figure 3-9** on the following page. Both options include sidewalk on both sides of the roadway.

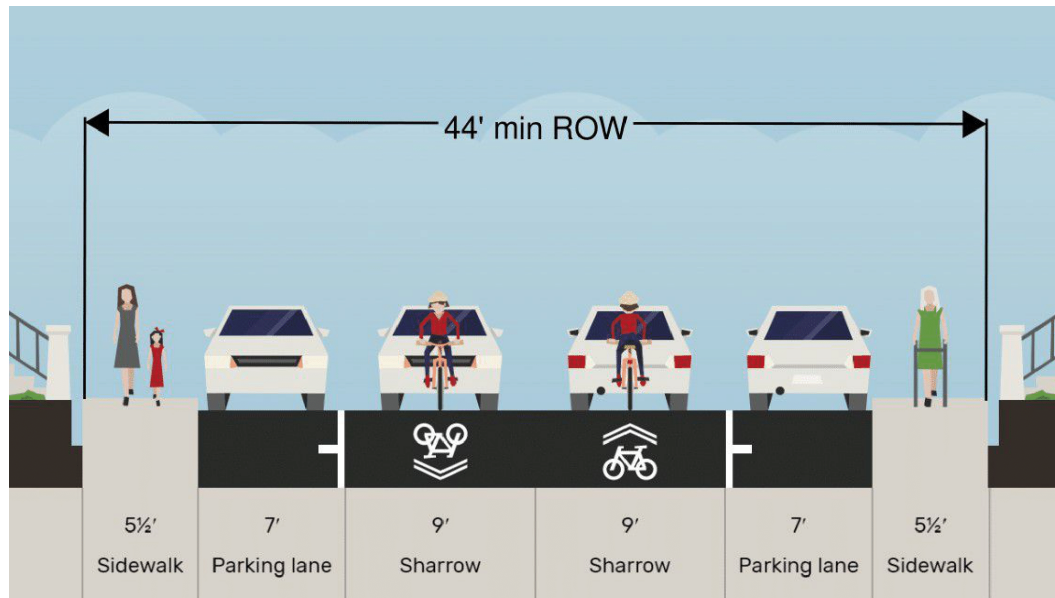


Figure 3-8: Front Ave Proposed Cross Section – Option 1

Option 1 maintains the current road space allocation for on-street parking with bicycles and vehicles sharing the road.

Option 2 removes parking on one side of the roadway and reduces the vehicular lane width to allow for bike lanes on either side. The parking lane in this configuration could alternate sides of the roadway to create an effective chicane along the roadway to reduce vehicle speeds. A chicane is an artificial narrowing or turn on a road. The curving nature of the roadway has been found to reduce vehicle speeds.

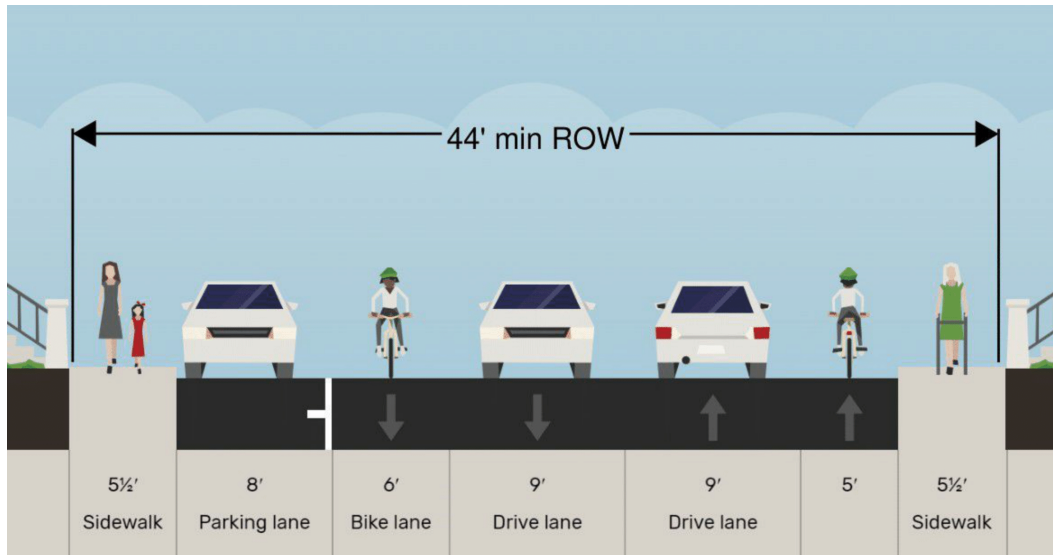


Figure 3-9: Front Ave Proposed Cross Section – Option 2

Hunter Avenue

Hunter Ave is predominantly a narrow rural character roadway, with the exception of some recent development between Holcomb Blvd and Cleveland St. The recently-developed street segments include approximately 32 feet of paved width, space for on-street parking on either side of the roadway, a 5-foot landscape buffer and 5-foot sidewalks. North of Cleveland St, Hunter Ave is constrained on either side by steep topography and environmentally-sensitive areas. The cross section shown below as **Figure 3-10** was proposed to match the existing improvements, and allow for flexibility to reduce the design width when confronted with topographic or environmental constraints.

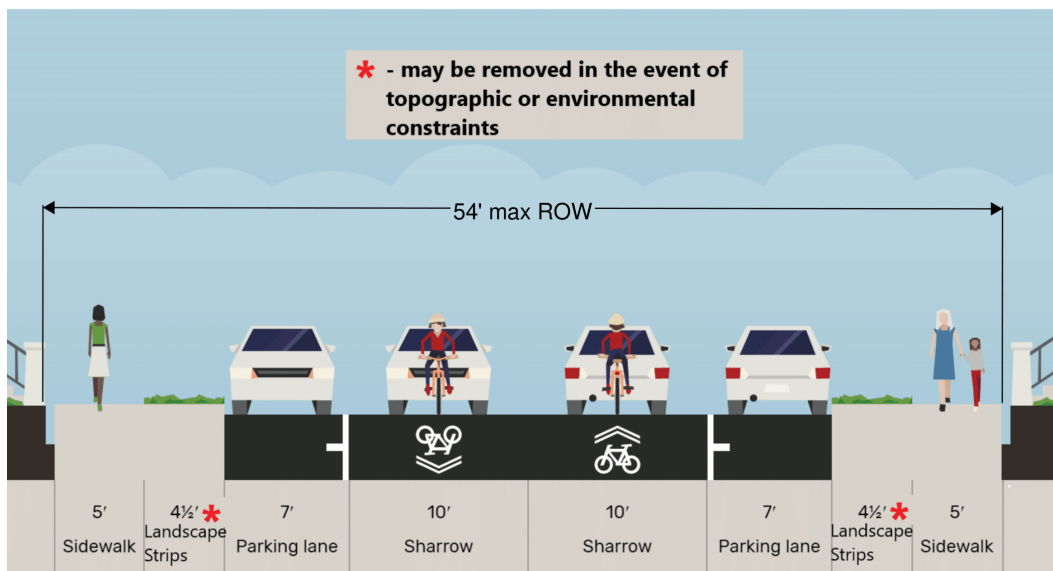


Figure 3-10: Hunter Ave Alternative Cross Section

Swan Avenue

Swan Ave as it currently exists has a rural character throughout most of its length. North of Cleveland St, the road is constrained by topographic and environmentally-sensitive areas. Swan Ave is designated as a collector roadway and will eventually connect to the Park Place Development planned for south of the study area. The following cross section, **Figure 3-11**, was developed to conform to the future development section. It allows for flexibility to reduce the design width when confronted with topographic or environmental constraints.

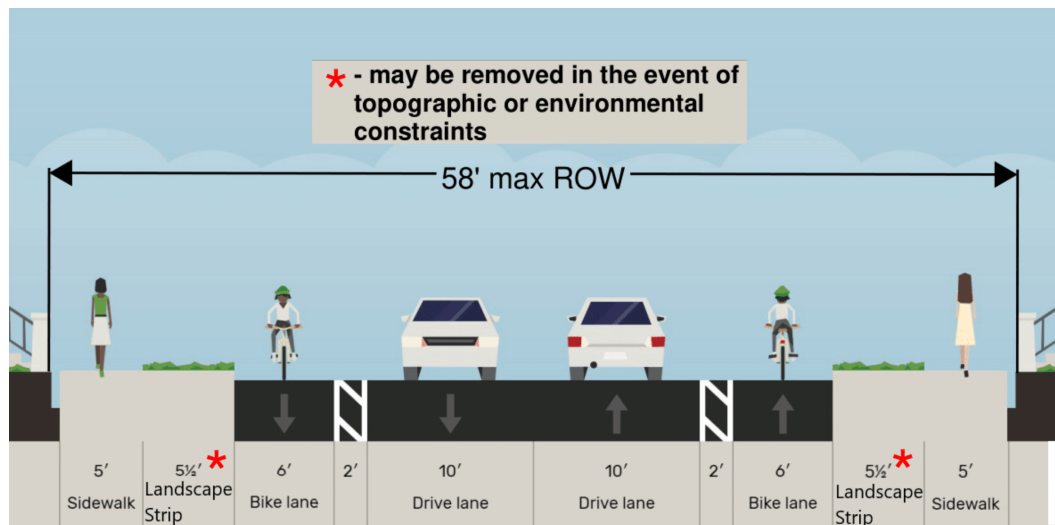


Figure 3-11: Swan Ave Alternative Cross Section

Local Roadways

The bulk of roadways within the study area are currently designated as local roadways per the TSP. It was determined that several streets should remain in this local designation due to the current built out nature of those roadways primarily meeting this standard. The local roadway cross section is provided in **Figure 3-12**.

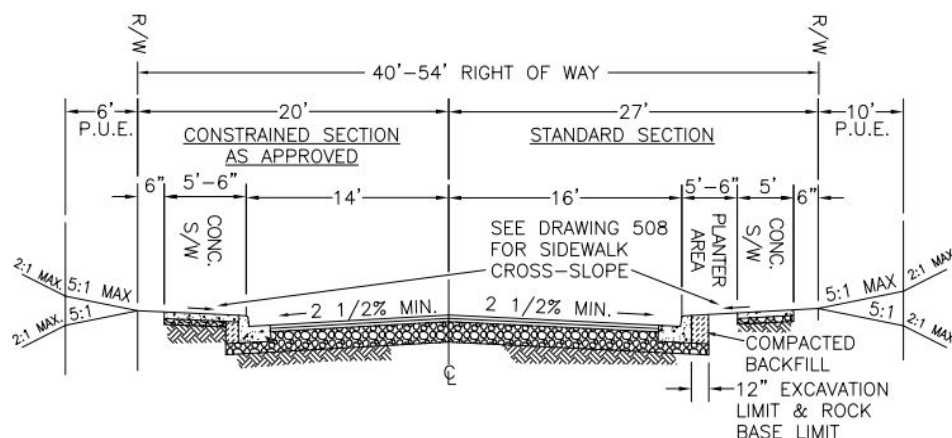
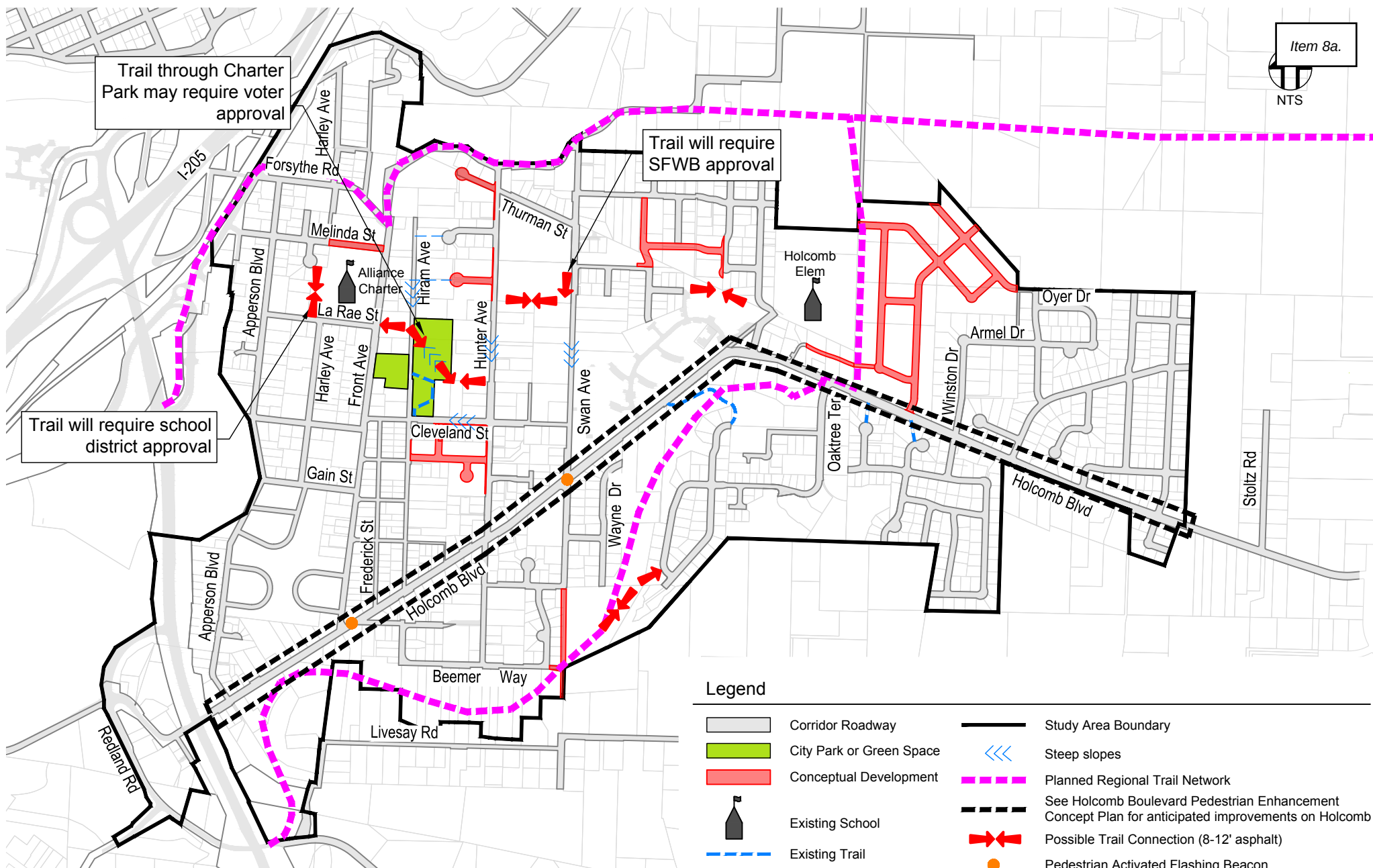


Figure 3-12: Local Roadway Cross Section

3.4.3 Trail Connectivity Plan

To address the lack of east-west connectivity within the neighborhood, several trail routes were investigated to provide connections between Holcomb Elementary, Alliance Charter school and the Park Place Park. **Figure 3-13** on the following page identifies possible locations to provide separated trail facilities. The development of these facilities will require approval and right-of-way acquisition from private entities.



3.4.4 Mailbox Banking

The City received a number of citizen complaints regarding existing mailboxes obstructing sidewalks within the Park Place Neighborhood. As part of public outreach, the project team gauged resident willingness to invest resources into the consolidation of mailboxes and removal of private individual boxes along the roadway. Two options were presented to the public: keeping existing mailboxes (as shown in **Figure 2-13**), or mailbox banking, as shown in **Figure 3-14**.



Figure 3-14: Mailbox Banking

3.4.5 Traffic Calming Measures

The design team presented the public with a variety of speed management options to gauge which measures were preferred. These traffic calming measures were suggested to address speeding issues within the study area, and facilitate the development of family-friendly bike routes. Speed management tools described in the following paragraphs were obtained from the NACTO urban bikeway design guide.

The following options were presented:

Speed Humps – Speed humps are 3 to 4 inches high and 12 to 14 feet long, such that speeds are reduced to 15 to 20 mph. They are often referred to as “bumps” on signage and by the general public.



Figure 3-15: Speed Humps

Neck Downs - Neckdowns are pinchpoints at intersections; they are minor street crossing treatments that narrow at least one side of an intersection using curb extensions or edge islands on both sides of the street. They are often combined with parking bays on side streets off commercial main streets.



Figure 3-16: Neck Downs

Traffic Circles – Neighborhood traffic circles are minor street crossing treatments that also provide speed management. They are raised or delineated islands placed at intersections that reduce vehicle speeds by narrowing turning radii, narrowing the travel lane, and, if planted, obscure the visual corridor along the roadway. It should be noted that the City of Portland has found such circles to be less effective than frequently spaced speed humps, and many people on bicycles complain that motorists overtake them when approaching the circles, creating a hazardous condition.



Figure 3-17: Traffic Circles

Speed Lumps - Speed cushions or speed lumps are either speed humps or speed tables that include wheel cutouts to allow large vehicles and bicycles to pass unaffected, while reducing passenger car speeds. They can be offset to allow unimpeded passage by emergency vehicles and are typically used on key emergency response routes. They should be used with caution, however, as people driving sometimes seek out the space between the lumps, reducing the traffic calming effect and causing unpredictable driving.



Figure 3-18: Speed Lumps

Curb Extensions - Curb extensions or bulb-outs extend the sidewalk or curb face into the parking lane at an intersection. When placed on the bicycle boulevard, they visually narrow the roadway. Curb extensions on the cross street act as a minor street crossing. All curb extensions reduce the crossing distance for pedestrians, can increase the amount of space available for street furniture and trees, and can act as stormwater management features.



Figure 3-19: Curb Extensions

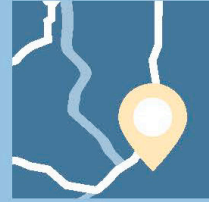
3.5 PUBLIC OUTREACH #2

The intent of the second public outreach effort was to solicit feedback from the Park Place Neighborhood on the alternatives developed by the project team. The team presented design alternatives to the neighborhood association on April 19, 2021, followed by an online link to a community survey. The second community survey had 103 responses. A summary of responses is included in **Figures 3-20, 3-21, and 3-22** on the following pages. See **Appendix B** for full results from Survey #2.

CITY OF OREGON CITY

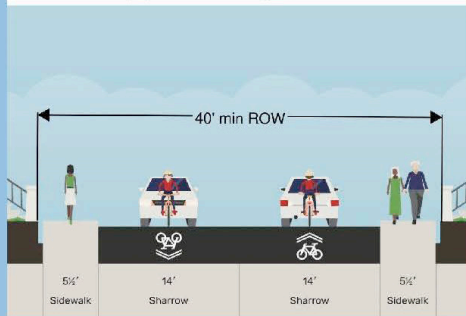
Park Place Neighborhoods

PUBLIC OUTREACH SUMMARY



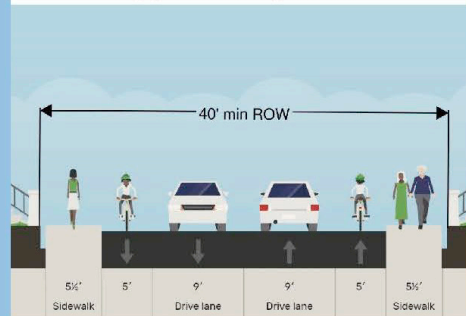
APPERSON OPTIONS

Apperson **Option 1**



60% of survey respondents prefer to keep existing conditions

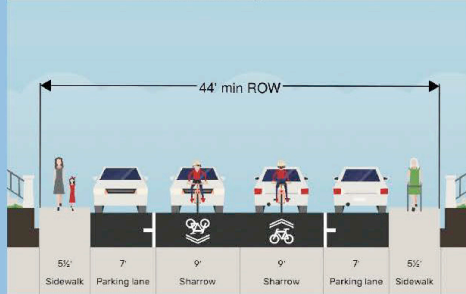
Apperson **Option 2**



40% of survey respondents prefer this alternative

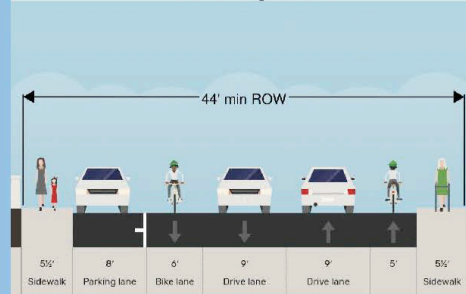
FRONT STREET OPTIONS

Front St **Option 1**



53% of survey respondents prefer to keep existing conditions

Front St **Option 2**

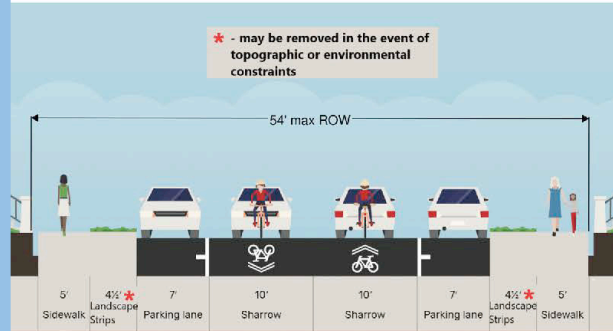


47% of survey respondents prefer this alternative

**Figure 3-20: Public Survey #2 Results
Apperson Blvd & Front Ave**

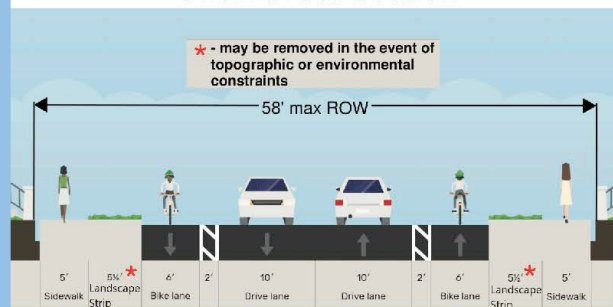
HUNTER AVENUE PROPOSED OPTION

Hunter Cross Section



SWAN AVE PROPOSED OPTION

Swan Cross Section



**Figure 3-21: Public Survey #2 Results
Hunter Ave & Swan Ave**

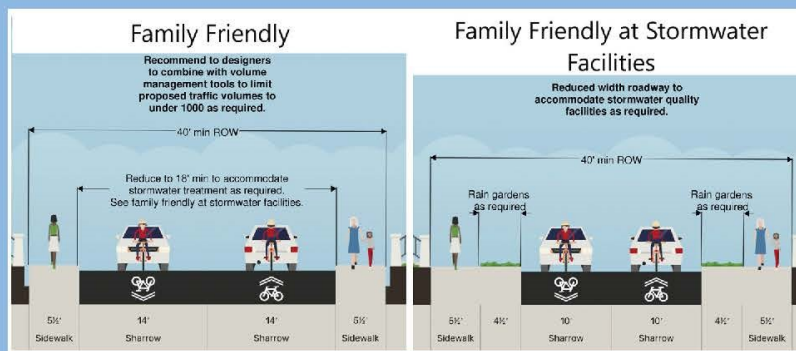
FAMILY FRIENDLY PROPOSED OPTION



Respondents were shown a map of highlighted family friendly streets and asked to vote on proposed cross sections:

82% of respondents say "Yes"

18% of respondents say "No"



* Note: These cross sections were renamed Local Rural Street in the final cross sections

MAILBOX OPTIONS



37% of survey respondents want to keep them where they are



63% of survey respondents want to invest in mailbox banking

TOP RANKED CALMING MEASURES



1. Traffic circles



2. Speed humps



3. Speed lumps

Figure 3-22: Public Survey #2 Results
Family Friendly Street*, Mailbox Options and Traffic Calming

SECTION 4: FINAL CONCEPT PLAN

The final plan recommended for adoption by the City includes the following plan elements:

4.1 SIDEWALK PRIORITIZATION PLAN

The following sidewalk prioritization plan is recommended for adoption as shown in **Figure 4-1** on the following page.

4.2 PROPOSED ROADWAY CLASSIFICATION

4.2.1 Proposed Roadway Classification and Cross Sections

The roadway classification plan and associated cross sections are recommended for adoption as shown in **Figure 4-2** on page 43. All roadways highlighted as local roadways remain unchanged from their prior TSP designations. Road specific cross sections are shown in **Figure 4-3**, **Figure 4-4**, **Figure 4-5** and **Figure 4-6**, **Figure 4-7**, **Figure 4-8** on pages 44 through 46.

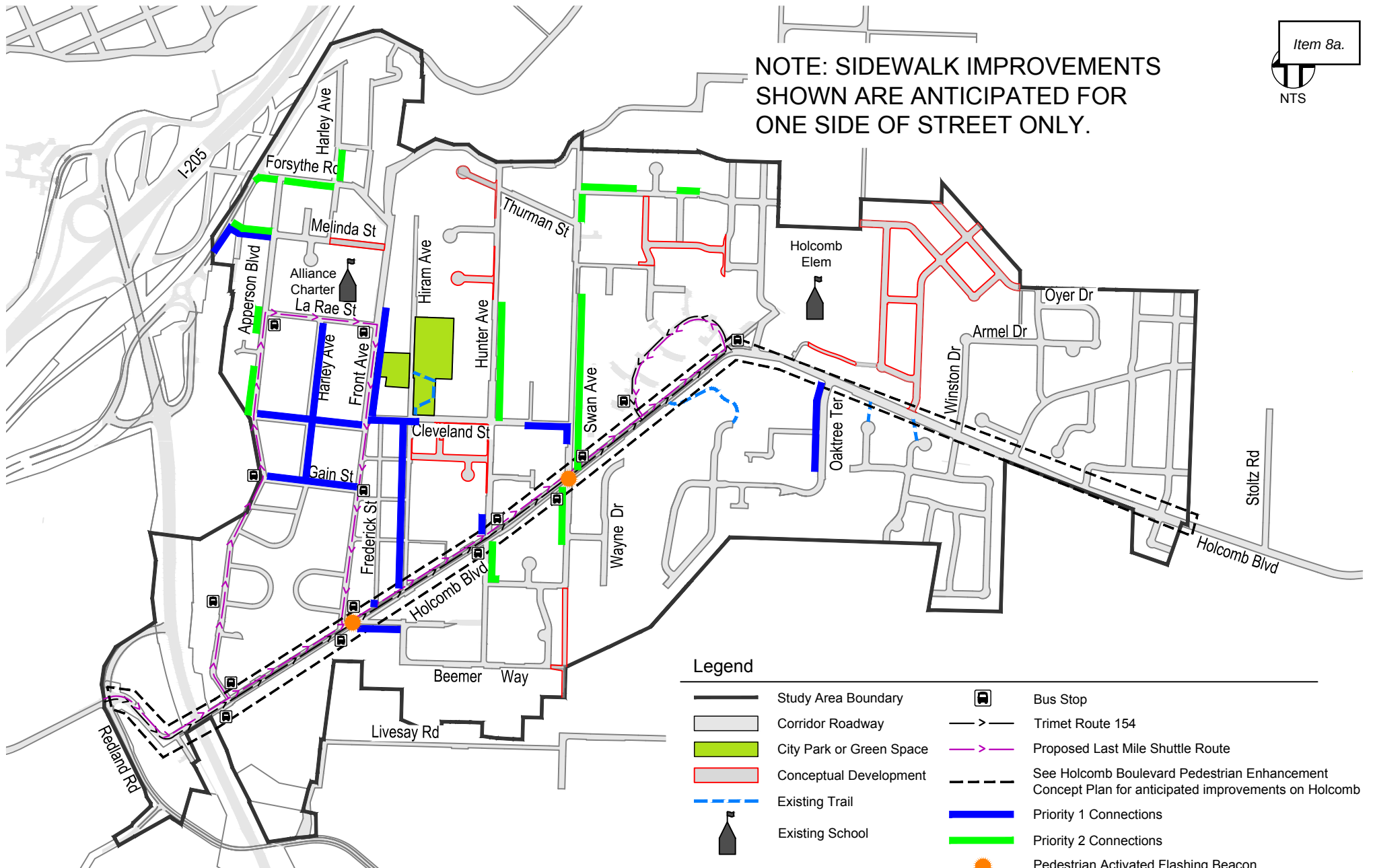
Constrained sections

Several of the proposed roadway cross sections allow for deviation from the standard section when roadway corridors are constrained by topographic or environmentally-sensitive areas. Some roadway sections may be too narrow for landscaping within the ROW, but it is anticipated that planting (groundcover/ shrubs/ trees) will be incorporated behind the sidewalk. Approval of any reduced section will be at the sole discretion of the City Engineer.

TSP clarification

Within the current TSP, Front Ave, Cleveland St and Beamer Way include projects designated as Family Friendly routes. This work includes sidewalk infill, wayfinding and shared lane markings. Those projects do not include modification of anticipated roadway cross sections. During public outreach and plan implementation, these roadways were referred to as Family Friendly Routes. To not conflict with the intent of the TSP and to clarify why these streets have fewer urbanized improvements, the classification was renamed to Local Rural Street. This plan establishes a preferred cross section for each of these streets and supplements the TSP project designations.

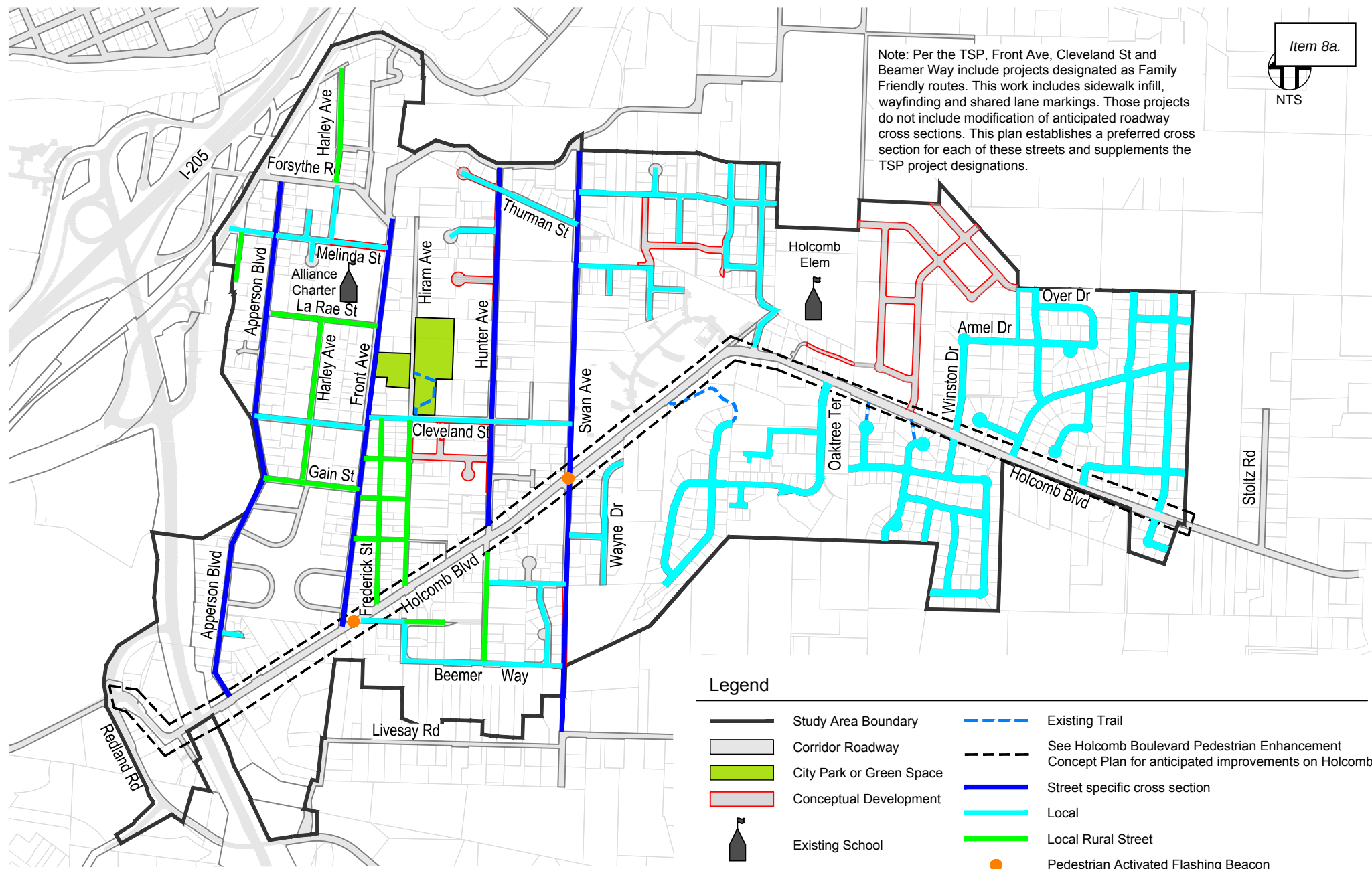
NOTE: SIDEWALK IMPROVEMENTS SHOWN ARE ANTICIPATED FOR ONE SIDE OF STREET ONLY.



Legend

- | | | | |
|--|--------------------------|--|---|
| | Study Area Boundary | | Bus Stop |
| | Corridor Roadway | | Trimet Route 154 |
| | City Park or Green Space | | Proposed Last Mile Shuttle Route |
| | Conceptual Development | | See Holcomb Boulevard Pedestrian Enhancement Concept Plan for anticipated improvements on Holcomb |
| | Existing Trail | | Priority 1 Connections |
| | Existing School | | Priority 2 Connections |
| | | | Pedestrian Activated Flashing Beacon |

Note: Per the TSP, Front Ave, Cleveland St and Beamer Way include projects designated as Family Friendly routes. This work includes sidewalk infill, wayfinding and shared lane markings. Those projects do not include modification of anticipated roadway cross sections. This plan establishes a preferred cross section for each of these streets and supplements the TSP project designations.



Legend

- Study Area Boundary
- Corridor Roadway
- City Park or Green Space
- Conceptual Development
- Existing School
- Existing Trail
- See Holcomb Boulevard Pedestrian Enhancement Concept Plan for anticipated improvements on Holcomb
- Street specific cross section
- Local
- Local Rural Street
- Pedestrian Activated Flashing Beacon

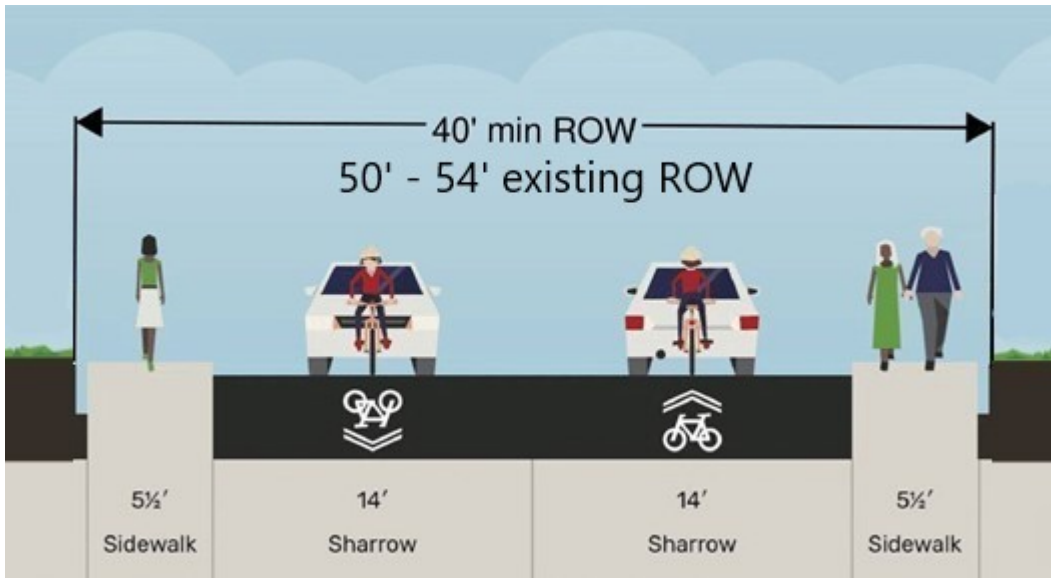


Figure 4-3: Apperson Blvd Cross Section

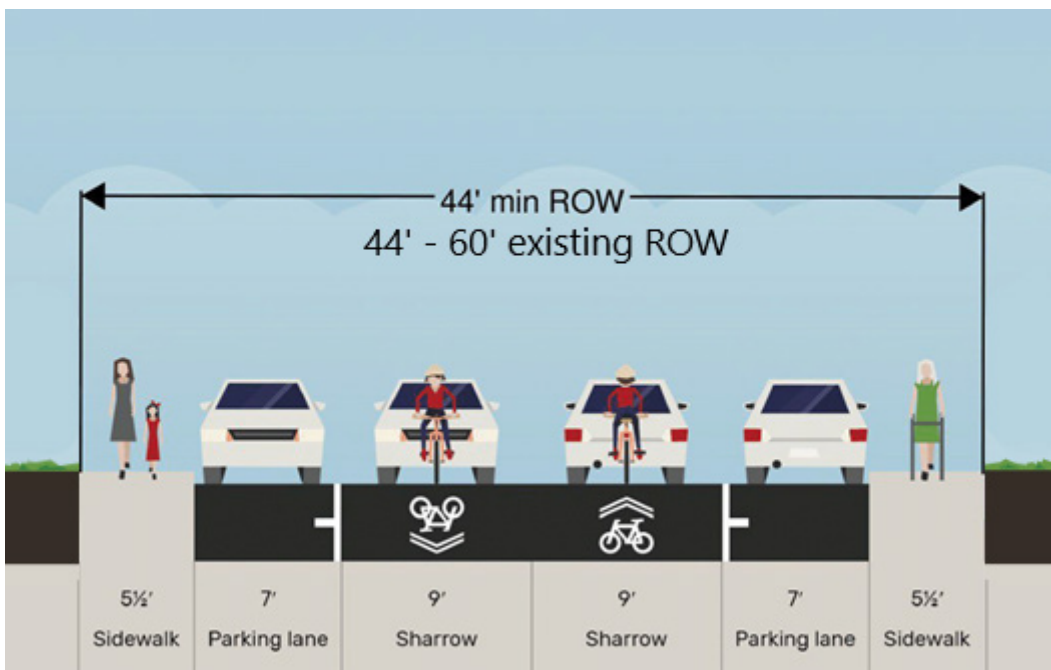


Figure 4-4: Front Ave Cross Section

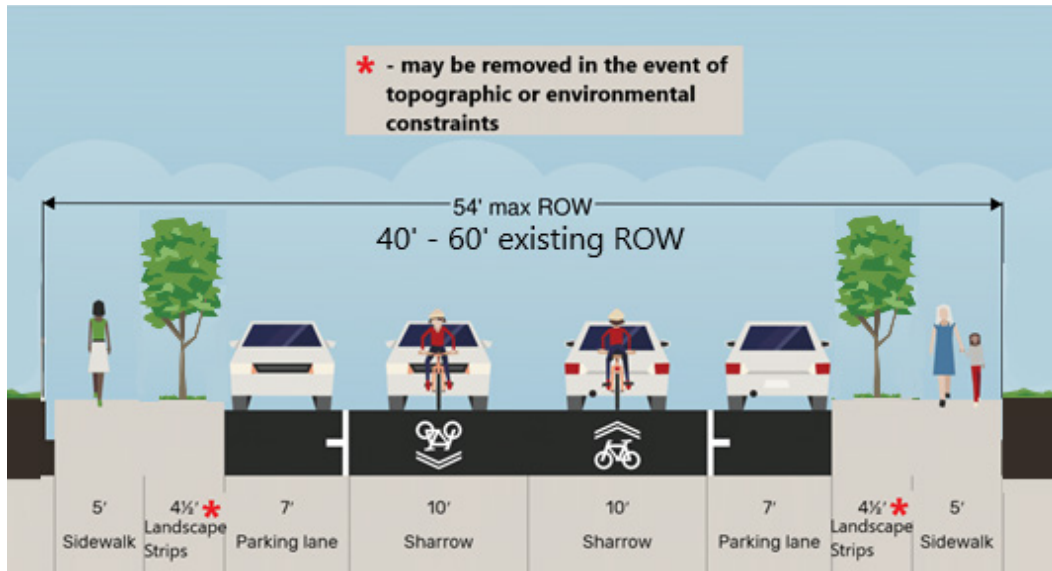


Figure 4-5: Hunter Ave Cross Section

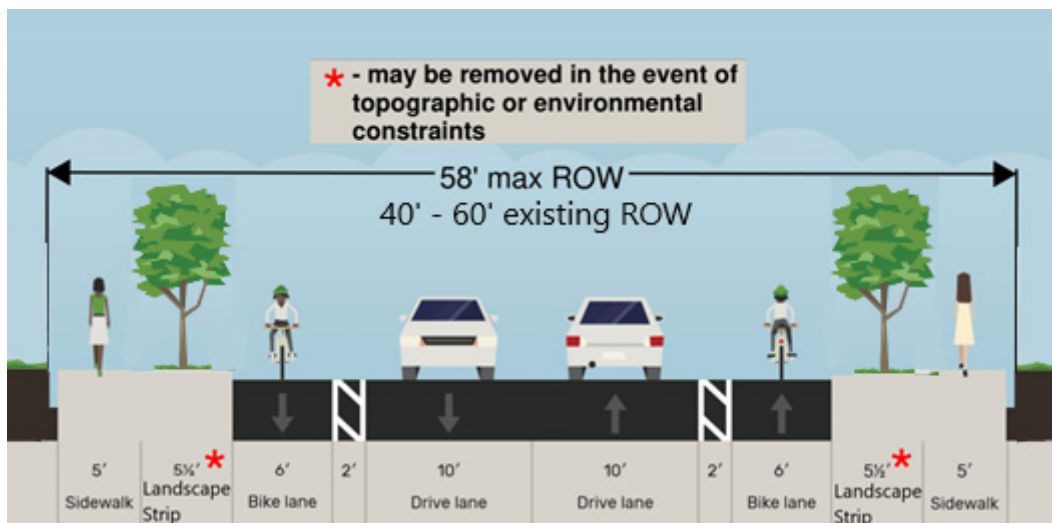


Figure 4-6: Swan Ave Cross Section

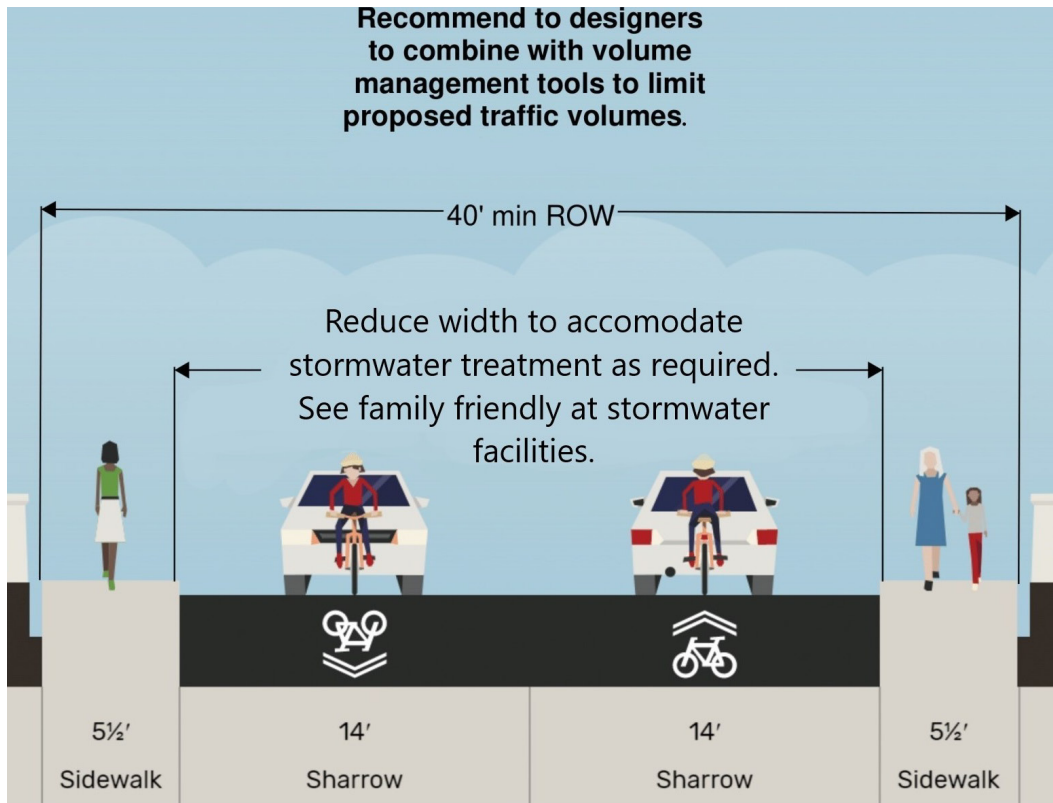


Figure 4-7 : Local Rural Street Cross Section

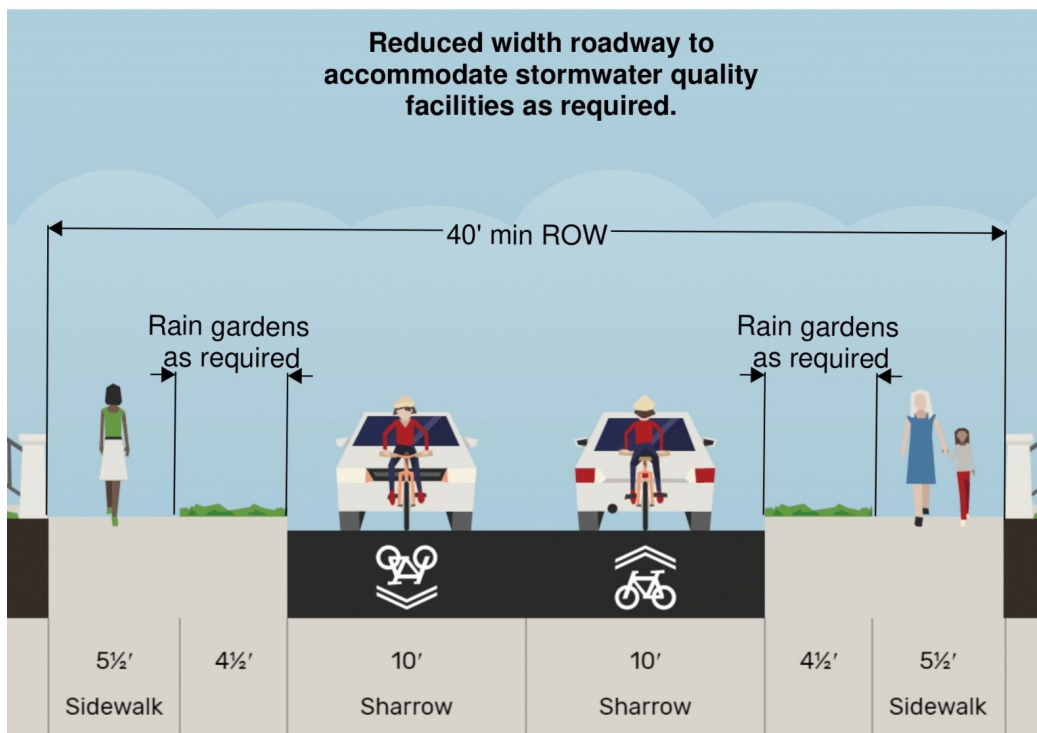
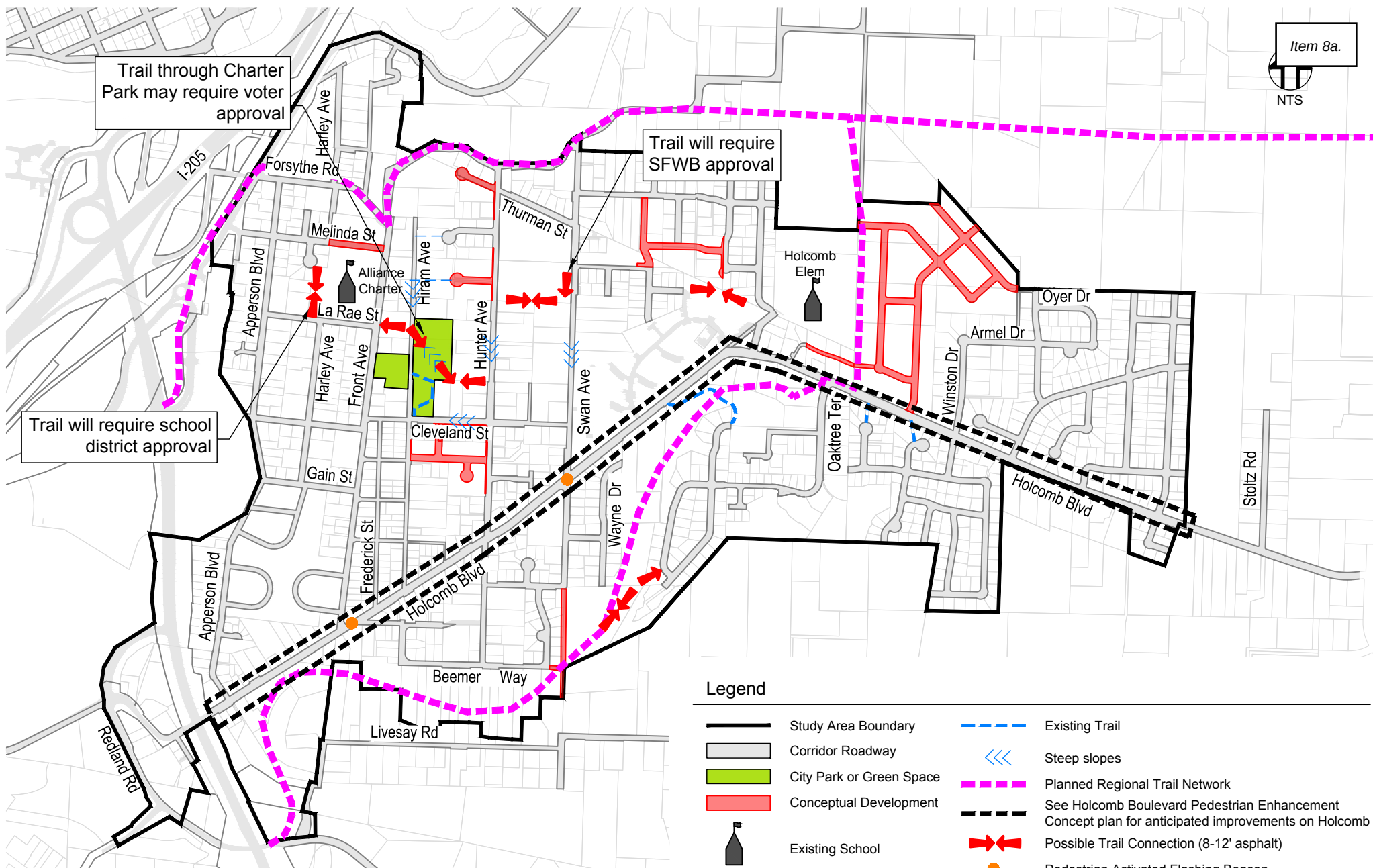


Figure 4-8 : Local Rural Street at Stormwater Facilities

4.3 TRAIL CONNECTIVITY PLAN

Trail connectivity options should be considered as funding and/or development opportunities present themselves. The plan included as **Figure 4-9** on the following page, is a guide for possible trail routes to be considered.



4.4 TRAFFIC CALMING

As the neighborhood develops, it is recommended traffic calming measures are implemented to manage vehicle speeds. These improvements should be considered especially for all roadways designated as Local Rural. The outreach results should provide to future designers a hierarchy of speed management measures from which to choose. Designers should still assess traffic calming measures for safety and effectiveness on an individual use basis. City Staff should prioritize, consider, and provide traffic calming measures where possible based on a transportation impact analysis.

4.5 CONNECTIVITY NEEDS

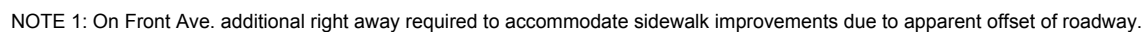
The design team noted that connectivity through the study area is limited, particularly for pedestrians and bicyclists. Swan Ave and Hunter Ave provide north-south connectivity through the neighborhood for motorists. However, there is no continuous east-west connection through the study area with the exception of Holcomb Blvd. Holcomb Blvd being an arterial roadway with high traffic volumes is a barrier to bicycle users due to the need to cross back and forth across Holcomb Blvd. Cleveland St has some east-west connectivity, but it terminates at Swan Ave on the east side and includes sections with steep elevation changes which make it less suitable for bicycle and pedestrian travel. Development projects should be reviewed for opportunities to address east-west connectivity within the study area.

4.6 BIKE LANES

City Staff should consider providing bike lanes where room is available. For example, Front Ave should add bike lanes beyond the chosen cross section if room allows. These bike lanes would not eliminate for parking along these streets.

4.7 RIGHT OF WAY IMPACTS

Due to the variability in existing right of way within the neighborhood. Several of the proposed cross sections will require acquisition of additional public right of way. **Figure 4-10** represents an approximate understanding of the right of way impacts associated with implementation of the proposed cross sections and sidewalk infill work. Specific detailed impacts should be determined at the time street improvements are designed, and based on property survey.



SECTION 5: IMPLEMENTATION PLAN

5.1 PLAN IMPLEMENTATION

As funding sources are limited at this time, it is anticipated that improvements will be driven largely by development. Should funding become available, improvements identified within this Plan should be prioritized in coordination with project improvements identified in the TSP and other adopted area plans within the City.

5.2 COST ESTIMATES

Sidewalk Prioritization Improvements

The proposed prioritization plan had general support from the neighborhood. The project team developed cost estimates for each priority sidewalk group.

Priority 1 sidewalks ~ \$2,214,000

Priority 2 sidewalks ~ \$1,765,000

All estimates are at 2021 costs and should be adjusted for inflation as appropriate.

A breakdown of total costs and assumptions is included in **Appendix C**. These projects may be moved forward into capital projects as funding becomes available.

If private development were to complete sidewalk improvements required by code, it is projected that could include approximately 51% of priority 1 sidewalks and 63% of priority 2 sidewalks. Remaining improvements or 'gaps' would likely need to be completed by the City as funds become available and prioritized to be used for these sidewalk projects.

Roadway Classification Improvements

It is assumed that development of roadway elements to meet the preferred alternative cross sections will occur as part of private development efforts. No cost estimates were developed for these alternatives.

5.3 POTENTIAL FUNDING SOURCES

5.3.1 Local Funding

The City of Oregon City funds transportation projects through revenue collected from the Street fund, System Development Charge (SDC) fund and Pavement Maintenance Utility Fee (PMUF) fund. More information on these local funding sources can be found on the City Transportation System Plan (TSP). As described in the TSP, these funding sources are currently inadequate to complete all described capital improvement projects, and additional funding sources should be considered if the projects described above are prioritized.

5.3.2 State Funding

Statewide Transportation Improvement Program (STIP)

ODOT's main capital improvement program is the STIP, funded by various sources. The STIP is a three- or four-year document, but is amended often. The priority sidewalks identified within this plan may qualify for funding through the non-highway or local government categories. However, these categories can be highly competitive. Proposals can be made to the state through local regional offices.

Safe Routes to School

ODOT manages competitive funding for Safe Routes infrastructure (\$10 million/year). This competitive grant program may not be eligible for all the priority sidewalk routes identified within this plan. Segments closer than 1/4 mile to the school and schools that have a majority of free or reduced lunches

are prioritized as part of this program. Latest available data (2017) shows Holcomb Elementary School having approximately 53% eligibility for free or reduced lunches. This level may or may not qualify sidewalk improvements for this grant program. If considered, applications for this grant should focus on those areas which act as a barrier to school access.

APPENDIX A: PARK PLACE NEIGHBORHOOD SURVEY #1

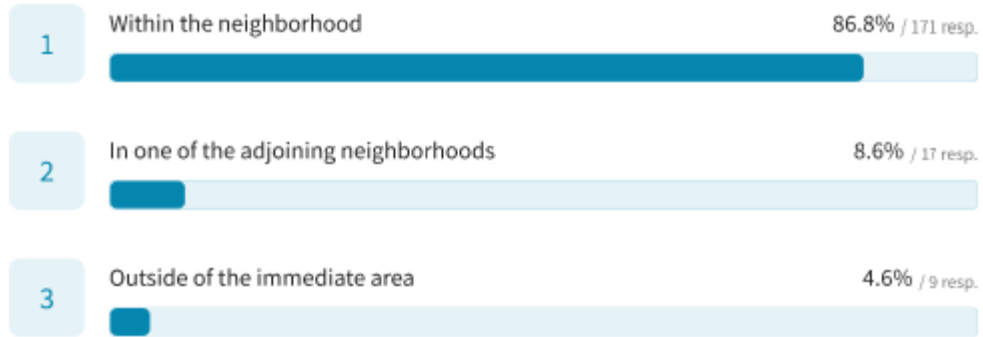
PARK PLACE URBANIZATION PLAN

Question 1



Do you live or work within the Park Place neighborhood?

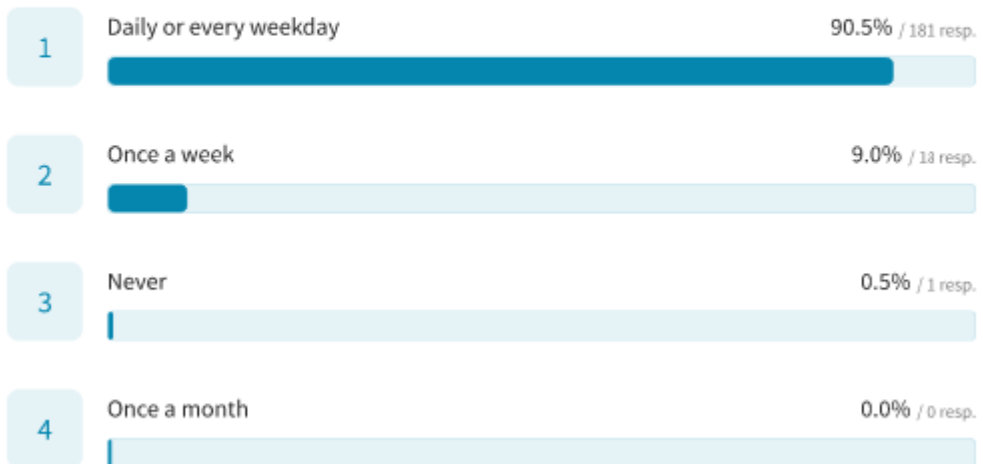
197 out of 200 answered



Question 2

How often do you travel by car in the neighborhood?

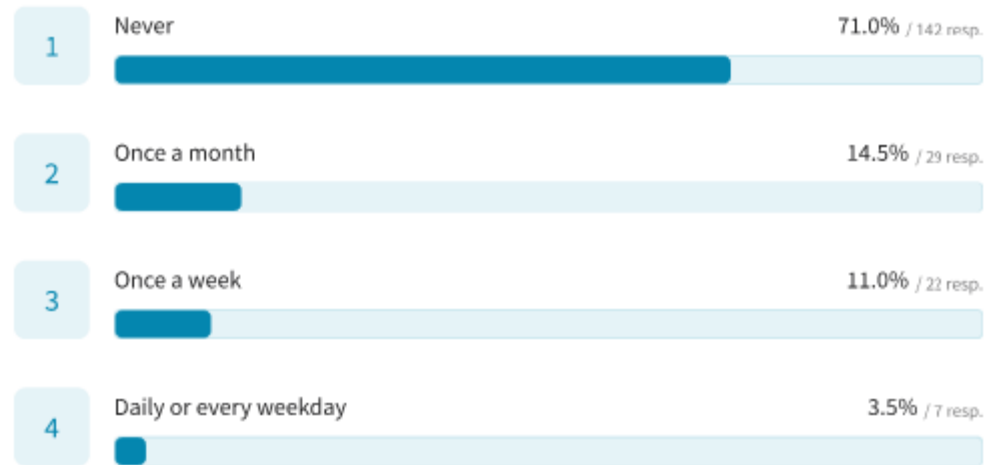
200 out of 200 answered



Question 3

How often do you travel by bike in the neighborhood?

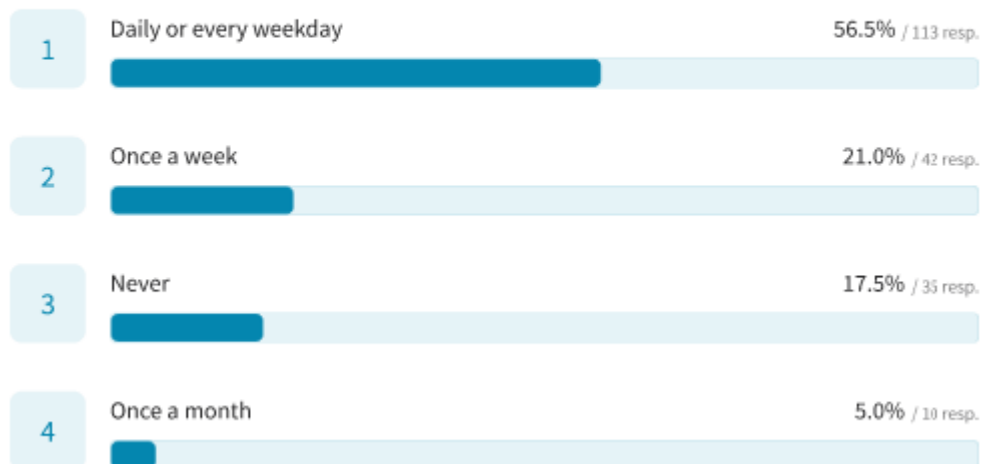
200 out of 200 answered



Question 4

How often do you walk in the neighborhood?

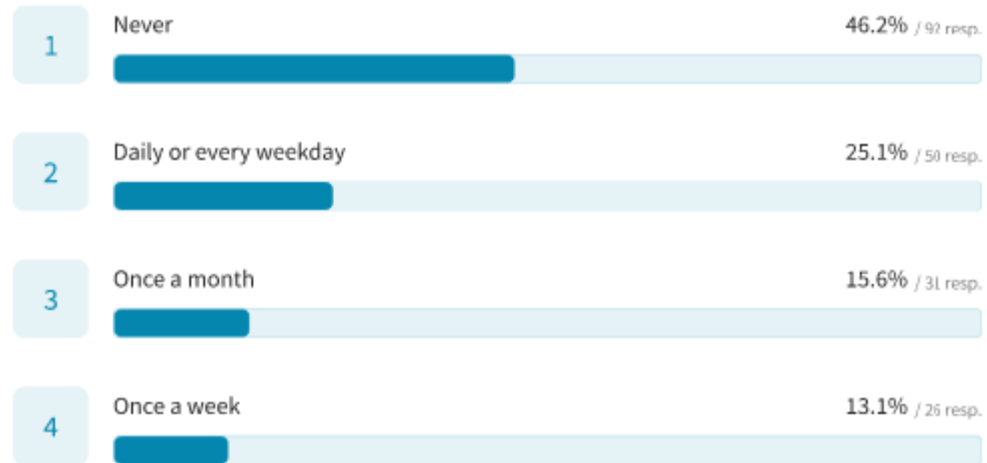
200 out of 200 answered



Question 5

How often do you travel to the *Park Place Park* in the neighborhood?

199 out of 200 answered



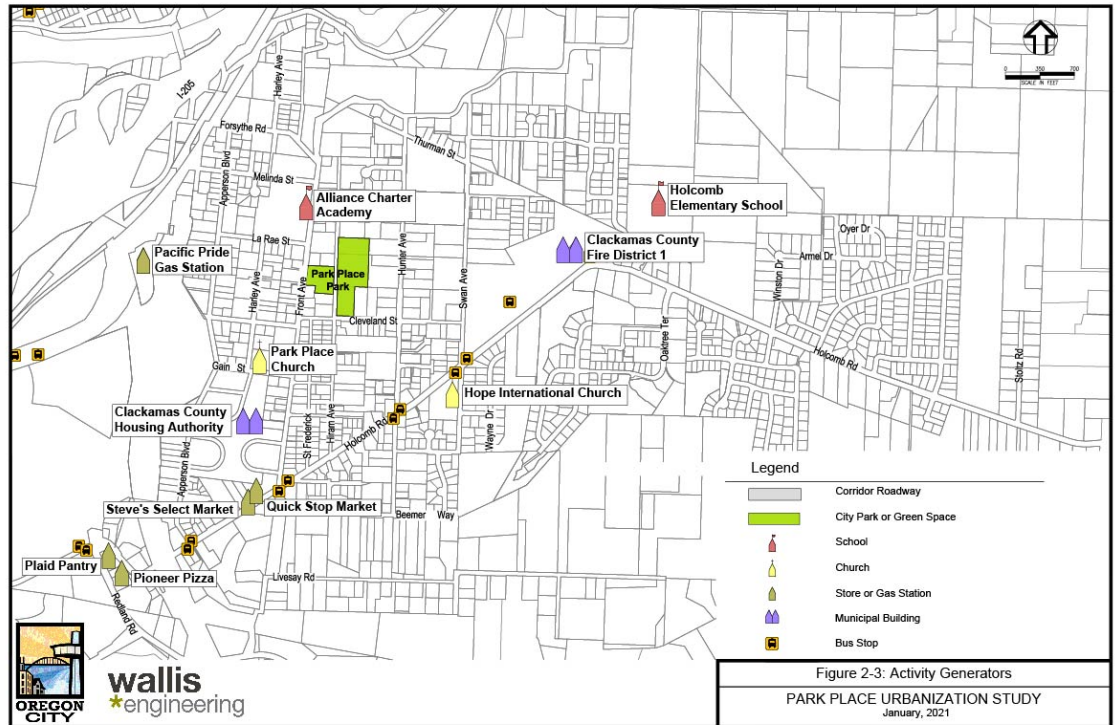
Question 6

Would you travel to the park more often if there were safer sidewalks?

147 out of 200 answered



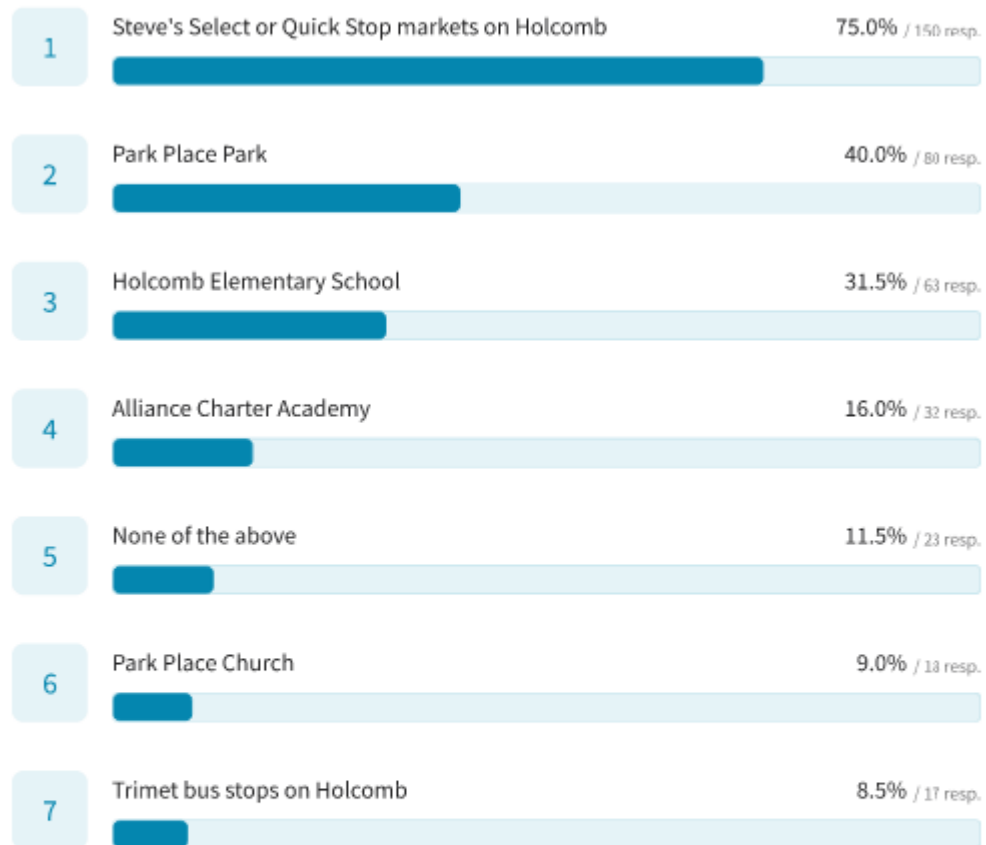
Question 7 The attached map shows the destinations we've identified within the neighborhood. Are there other locations within the neighborhood you want to go?



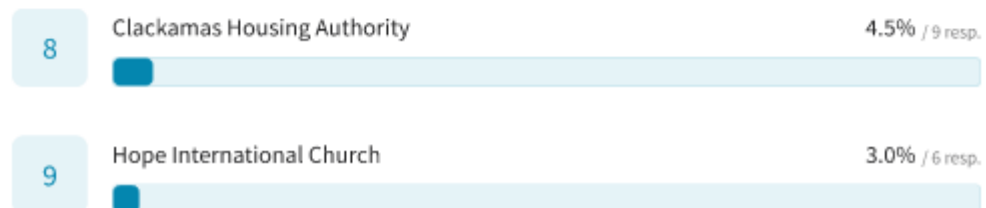
Question 8

Of the destinations we've identified, which ones do you frequent? Select all that apply.

200 out of 200 answered

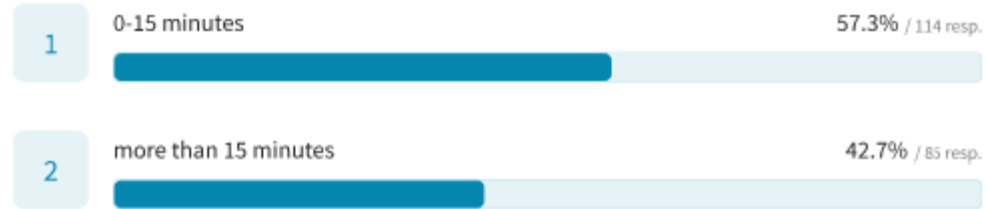

su8fgd59.typeform.com/report/FcbjrGI6/otlADailDWsa8zLO?view_mode=print

Park Place Survey



Question 9 How long would it take you to walk to your most frequent destination?

199 out of 200 answered



Question 10 What streets do you currently use to walk or bike? Enter '0' if none.

Street Name	# times mentioned
Holcomb Blvd	105
Swan Ave	46
Front Ave	38
Hunter Ave	35
Cleveland St	30
Apperson Blvd	25
Barlow Dr	18
Hiram Ave	15
Ames St	15
Thurman St	11
Kitty Hawk Ave	10
Forsythe Rd	10
Harley Ave	9
Beemer Way	8
Gain St	8
Winston Dr	8
Earhart Ave	7
Oaktree Ter	7
Pasture Way	7
La Rae St	5
Noble Dr	4
Cattle Dr	3
Frederick St	2
none	37

Question 11 What streets would you most like to walk on if there were adequate facilities? Enter '0' if none.

Street Name	# times mentioned
Holcomb Blvd	74
Swan Ave	26
Hunter Ave	20
Forsythe Rd	11
Apperson Blvd	10
Front Ave	9
Cleveland St	7
Hiram Ave	6
Ames St	4
Winston Dr	4
Beemer Way	4
Oaktree Ter	3
Harley Ave	2
Cattle Dr	2
Clackamas River Dr	3
Gain St	1
Thurman St	1
Frederick St	1
La Rae St	1
none	64

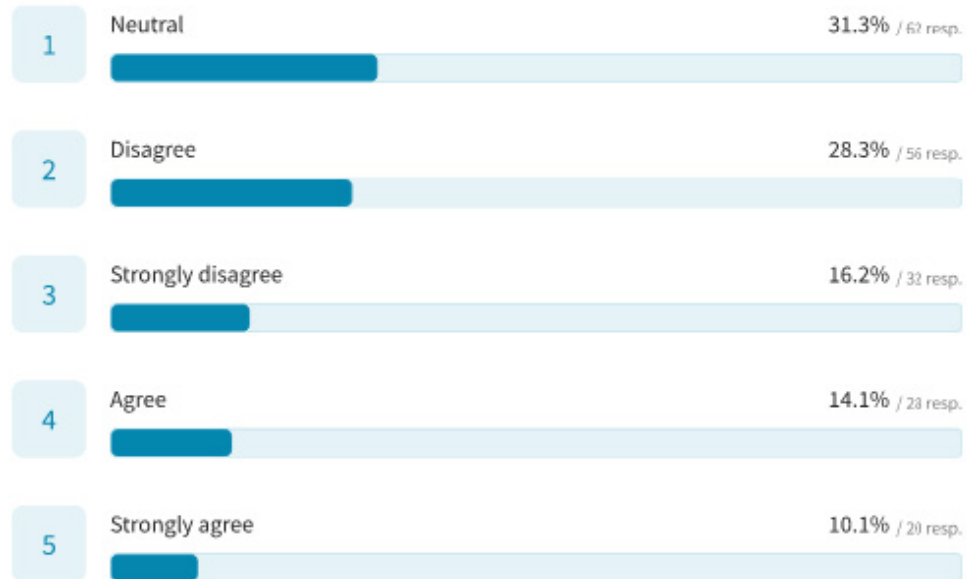
Question 12 What streets would you most like to bike on if there were a dedicated space for bikes? Enter '0' if none.

Street Name	# times mentioned
Holcomb Blvd	48
Swan Ave	13
Hunter Ave	10
Forsythe Rd	9
Front Ave	7
Apperson Blvd	4
Cleveland St	3
Hiram Ave	3
Ames St	2
Clackamas River Dr	2
Beemer Way	1
Oaktree Ter	1
Harley Ave	1
Barlow Dr	1
none	100

Question 13 Do you agree with the following statement?

“When I am **walking**, there are safe and convenient alternative routes within the neighborhoods that I can use to get where I want to go.”

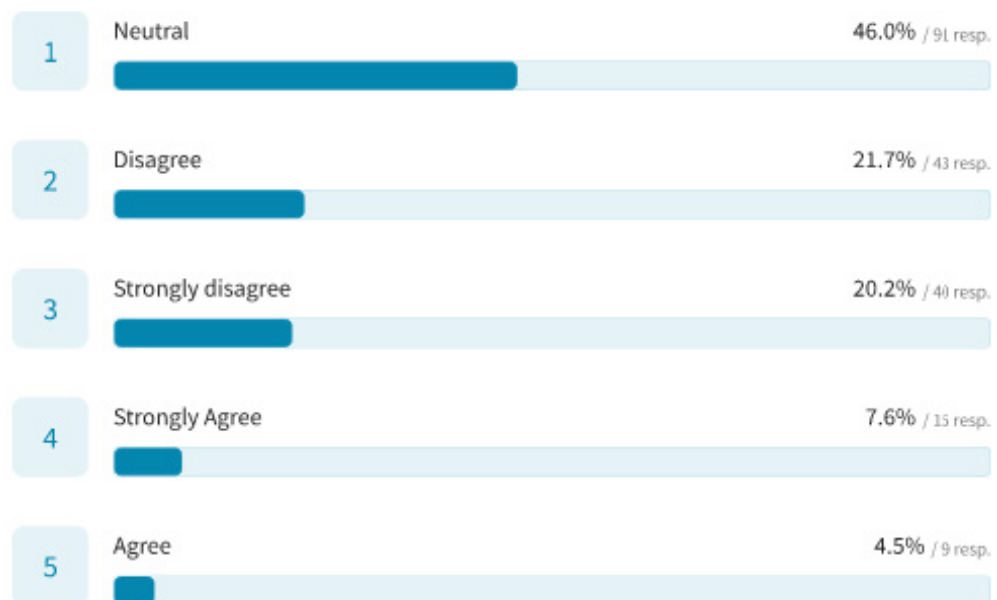
198 out of 200 answered



Question 14 Do you agree with the following statement?

“When I am **biking**, there are safe and convenient alternative routes within the neighborhoods that I can use to get where I want to go.”

198 out of 200 answered



Question 15



Current city plans anticipate the use of shared lane markings (or sharrows, as shown in the picture) within the neighborhood to indicate space for bikes. Would you feel more comfortable biking if sharrows were installed?

196 out of 200 answered

1

Yes

41.8% / 82 resp.

2

No

58.2% / 114 resp.

Question 16

Do you feel it is important to provide a space for bikes separated from cars within the neighborhood.

196 out of 200 answered

1

Yes

62.8% / 123 resp.

2

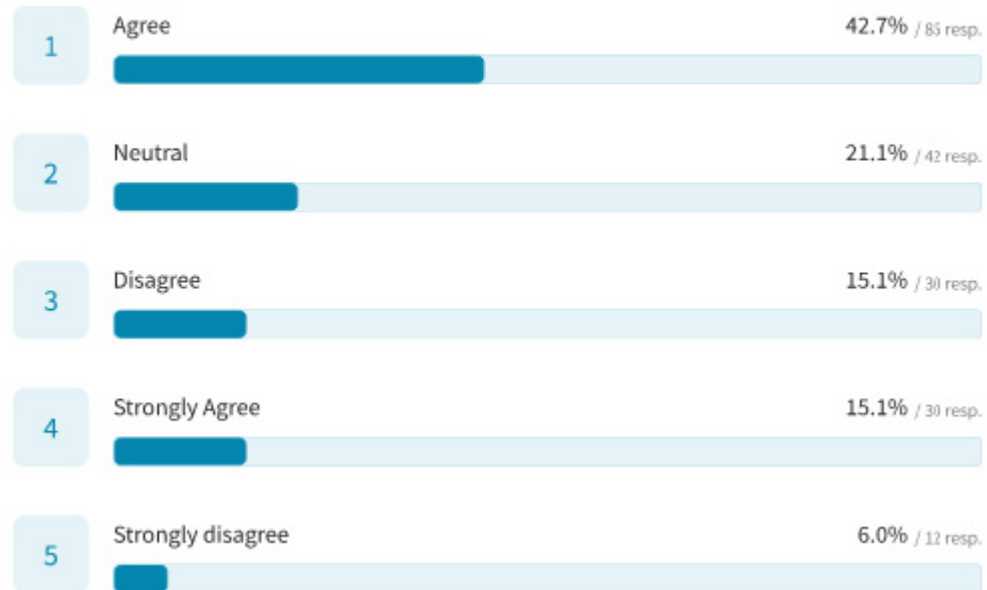
No

37.2% / 73 resp.

Question 17 Do you agree with the following statement?

“When I am driving, there are safe and convenient alternative routes within the neighborhood that I can use to get where I want to go.”

199 out of 200 answered



Question 18

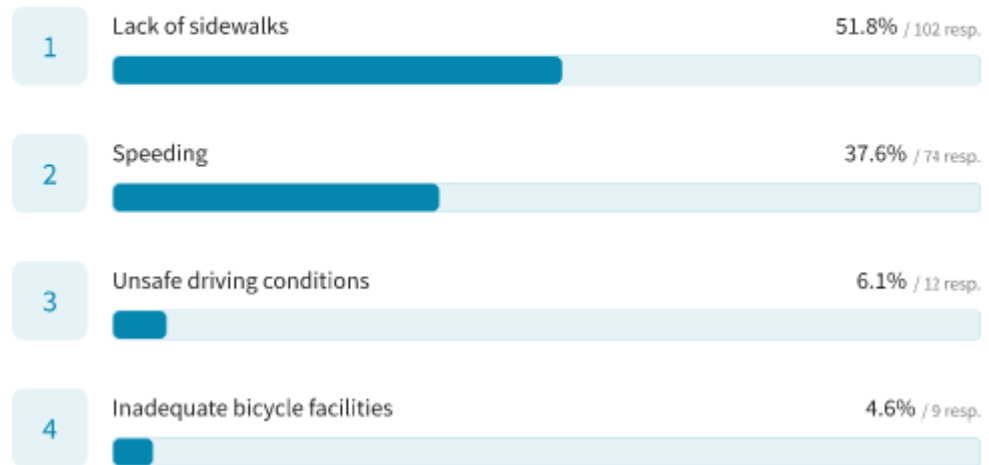
There are a number of roadways within the neighborhood that are less than 20' wide. This means cars often have to slow down to pass each other. Wider streets often result in higher vehicle speeds. In your opinion, is it important for the city to widen streets in the neighborhood?

199 out of 200 answered



Question 19 Which of the following is your greatest concern in the neighborhood?

197 out of 200 answered



APPENDIX B: PARK PLACE NEIGHBORHOOD SURVEY #2

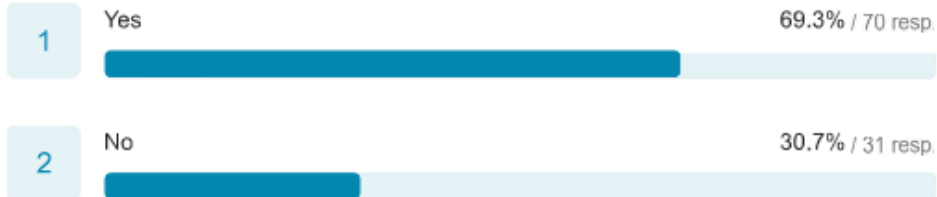
PARK PLACE URBANIZATION PLAN

Question 1



The Community would like to prioritize sidewalk infill segments to provide connectivity where it is missing and unlikely to be completed as part of future development. This graphic shows sidewalks the city intends to include as priority 1 (blue lines) and priority 2 (green lines). These lines represent sidewalks on only one side of the street. This work would be prioritized by the City when funds become available or as conditioned by development. Does this plan prioritize the correct streets?

101 out of 103 answered



Question 2
“no” answer
to Question 1

If no, what streets do you believe should be prioritized instead?

Priority 2 lines on Swan and Holcomb only for the upper project (as promised 50 years ago). Cleveland is rarely used by pedestrians and never by bicyclists.

Swan

Beemer way

Holcomb

Hunter and Swan are FAR more dangerous to walk than the streets in the Apperson to Hiram zone.

Lower Holcomb to Redland Rd. There is no route for walkers/bikers to get out of this neighborhood safely.

Holcomb

Swan from Blue Mountain Way to Thurman

Hunter and Swan

Holcomb Blvd from Swan to Winston

Hunter Ave south of Holcomb Blvd

Holcomb above the school to connect the sidewalks around the curve.

Hunter, Swan

Holcomb Blvd. still needs completed sidewalks!

Holcomb Blvd.

Before neighborhood sidewalks, work on Holcomb. Bus turnouts and turn lanes.

Hunter

All Streets, especially Holcomb near the markets to redland

Holcomb from the school up past Oak Tree

places where sidewalks do not exist on Holcomb Blvd first.

Need more infrastructure on Holcomb for traffic. Don't need bike lanes

Apperson is busier road & should be prioritized.

Beemer & south side of Hunter

On Holcomb to the Oaktree Trail

Question 3

Apperson Blvd currently includes shared lanes (for bicycles and automotive vehicles) (Option 1). This option allows for limited on-street parking. Alternatively, bike lanes could be installed as shown in the alternate cross section but would remove the opportunity for on-street parking (Option 2). Please select your preferred option.

96 out of 103 answered



Option 1

60.4% / 58 resp.



Option 2

39.6% / 38 resp.

Question 4

Front Street currently allows parking on both sides of the street and shared lanes (for bicycles and automotive vehicles) (Option 1). There is an opportunity to add bike lanes but would require removal of parking on one side of the street (Option 2). Which option would you prefer?

100 out of 103 answered



Option 1

53.0% / 53 resp.



Option 2

47.0% / 47 resp.

Question 5

Hunter Cross Section



The plan would like to propose sidewalk/roadway improvements to Hunter Ave. Would you like to see the proposed improvements to Hunter Ave as shown below?

100 out of 103 answered

1

Yes

77.0% / 77 resp.

2

No

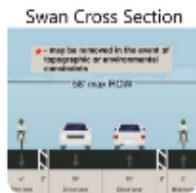
23.0% / 23 resp.

Question 6
“no” answer
to Question 5

If no, why not?

Have you done any studies to actually count how many people walk up on Hunter? At this moment, money should be used elsewhere.
Save money
It will just increase our taxes.
Remove parking. Hunter is narrow and busy
There is no need to invite parking on Hunter based on the location of the homes. However, sidewalks are definitely needed, and perhaps a bike lane. Hunter needs improvement, but the plan offered doesn't make sense.
Holcomb Blvd. is too dangerous and will only get worse with more development and traffic.
street is way too small for this
need more tree sections
I'm not in favor of making area more congested which I feel would happen
Hunter is a little used street and money's could be used elsewhere
Fix Holcomb first!
too much traffic
I don't live up that way
Bikes in vehicle lanes cause additional traffic

Question 7



The plan would like to propose sidewalk/roadway improvements to Swan Ave. Would you like to see the proposed improvements to Swan Ave as shown below?

99 out of 103 answered

1

Yes

70.7% / 70 resp.

2

No

29.3% / 29 resp.

Question 8
“no” answer
to Question 7

If no, why not?

50 years ago, the County changed (at least one) building plans forcing homes closer to the street. Now these older homes will have the sidewalk AT their porch--destroying any semblance of a front yard and taking away any private and/or driveway parking. It's not homeowners' faults that the County was faulty in their future planning.

no bike lane required

Take away parking with grass strip that will not be cared for

It will increase our taxes

I don't think we should be investing in bike lanes; they can share with cars. Also, why have parking strips? You just plant trees that destroy the sidewalks. Just move the sidewalk to the curb.

Not unless you widen the street first -- won't fit.

Swan is so hilly that we really don't ride bikes there. Sidewalks are desired, just not the bike lanes.

Holcomb is higher priority

Holcomb Blvd. needs sidewalks, road widening before these nice to have features.

street is way too small for this

Bike lanes are a foolish waste of resources when only 3 month a year is bike friendly. There is no sensible reason to spend money on a lane 1% of people will use for 1/4 of the year.

same as above

I rarely see use of bicycles

I don't think there is enough bike traffic, have wider car lanes

Fix Holcomb first!

We need as much street parking as possible

I do not like the Bike Lanes

Parking is more important

I don't live at that end of Holcomb

why not make 2 - 12' lanes, what is the 2' buffer for?

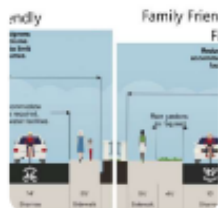
vehicle transportation should be prioritized. Bikes add danger to our roads and should stay on sidewalks, in my opinion. Also, there are not enough places for bikes to continue to ride in this area (there's nothing for them to connect to). In addition, our main road, Holcomb, is getting more and more congested. More lanes or turn outs are

Don't want road space to go to bike lane. Not needed.

Bike lanes take away from driving safety, parking and no one really bikes up Holcomb or side streets. Its a BIG hill.

You take property away from homeowners

Question 9



Do you feel that the proposed cross sections for Family friendly streets are acceptable?

99 out of 103 answered

1

Yes

81.8% / 81 resp.

2

No

18.2% / 18 resp.

Question 10
“no” answer
to Question 9

If no, why not?

Do not want taxes to increase
I don't see any on street parking indicated. People still need places to park and for their guests to park.
I don't think the neighborhood streets are as important as roads such as Apperson, Front, Hunter, and Swan
streets are way to small for this
The traffic lanes are too narrow to be useful.
I dont see the need when people generally dont and wont use the space as imagined
Some of these streets...Hiram...are not wide enough for this
Holcomb Blvd. should have priority for sidewalks!
neighborhood residents.
Please do not reduce the width of our roads.
Don't want streets narrowed. Traffic is bad enough
Too skinny for delivery trucks and traffic to move safe
as a bike path.
Many people need to be able to park on the street

Question 11

Do you believe it is important for the city to keep mail boxes where they are along sidewalks (Option 1) or invest in mail box banking (Option 2)? Select your preferred option.

98 out of 103 answered



(Option 2) Consolidate mailboxes

63.3% / 62 resp.



(Option 1) Keep mailboxes as is

36.7% / 36 resp.



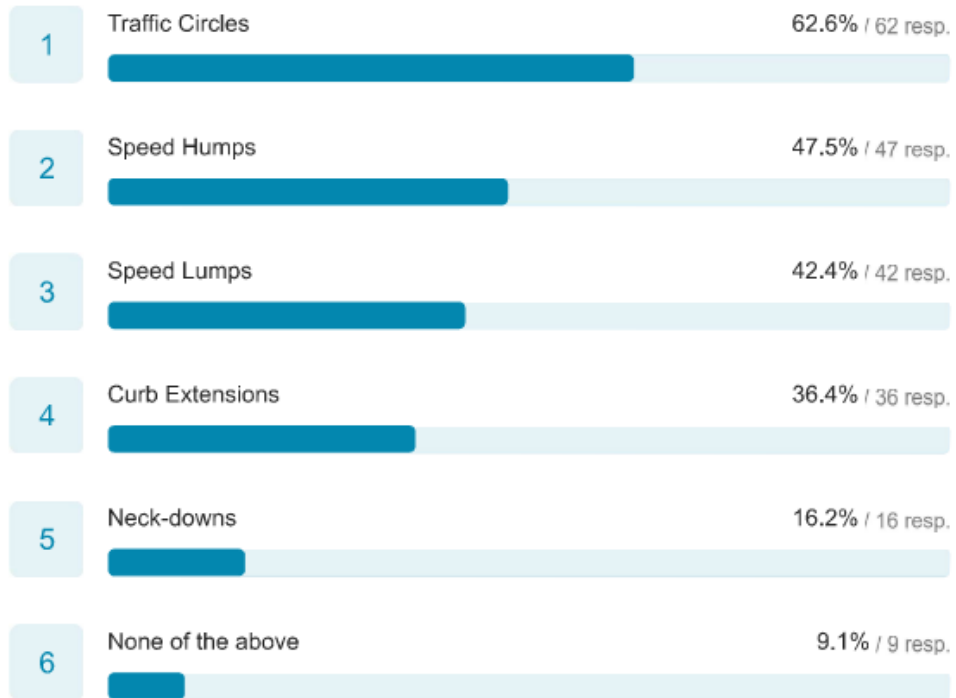
Question 12



The following pictures show traffic calming measures that the city might consider. Please select the options you feel are acceptable for use in the neighborhood. You may select as many as you like. Additional information on the use of these measures is available here:

<https://nacto.org/publication/urban-bikeway-design-guide/bicycle-boulevards/speed-management/>

99 out of 103 answered



Question 13
Additional
Comments

Traffic Calming additional fill in question - And finally, do you have any additional comments regarding traffic calming measures that the design team should consider?	
Listen to the recent podcast "Freakonomics" regarding roundabouts. We need more of them!	
Have traffic cops posted every few blocks every once in awhile. Raise the fines for speeding and reckless/DUI driving. The City will make a lot of money.	
Please ensure all ADA guidelines are followed	
No	
roundabouts and sidewalks are great. No need for other traffic items, usage is so low. I walk my dogs everyday and rarely if ever see a biker, no need for bike lanes.	
Lower speed on Holcomb to 30mph or less	
and heavy for a residential neighborhood. It is also extremely loud. Also have a police presence from time to time monitoring the speed.	
Consider one way roads where possible	
Existing speed humps on Apperson do not slow traffic coming down the hill, only going up the hill...is there another way to encourage people to slow down coming downhill on Apperson from South to North?	
complicated.	
Add a light on Holcomb somewhere between Kitty Hawk and Winston; traffic doesn't want to slow down when it enters the neighborhood.	
You should explain the difference between a speed hump and a speed lump. The graphic was not helpful. Current speed reminder signs have been helpful during the transition from 40mph to 35 mph.	
Increasing visibility, especially at night, will help avoid walker vs. car issues.	
As much green space as possible to make it still feel like small neighborhood	
sidewalks near the school on holcomb, add roundabouts, not bumps (tough on vehicles and passengers) not narrow intersections (difficult to see well, pinches bikes, hard to navigate full sized vehicles, delivery trucks). Swales are often trip hazards for peds, esp on heavy use sidewalks. Make better access into the neighborhood from Clack R drive (up forsyth for example). Make your survey addresses more user friendly, or add link to the (easier to type) orcity.org project page.	
Maybe making the speed limit on Holcomb 25 mph	
Holcomb Blvd. needs to be widened to allow bike lanes and sidewalks. Sidewalks need to be installed on both sides of Holcomb all the way to Winston Drive.	
and now growth is coming back, and no building and no one knows nothing when we ask. located off Holcomb & Livesay	
traffic is to get the cars moving along as smoothly as possible. Forcing obstructions into the flow is not moving traffic along.	
Nothing to add	
traffic lights	
You can put a speed bump in front of my house!!!	
It would be helpful to have sidewalks on Holcomb Blvd., because pedestrians have to walk on the shoulder of the road, which is very dangerous, especially at night.	
Increased surveillance for speeders on Holcomb.	
them	
We need to keep as much parking as possible.	
All streets in Park Place neighborhood should have a sidewalk on at least one side of the street	
Prefer no speed bumps for various reasons	
Speed bumps are horrible and hard on cars and trucks	
don't care for necking down intersections or hour glass	
Holcomb definitely needs more lighting especially coming up the sharp curve from Redland Rd.	
raised crosswalks?	

We desperately need turn out lanes at business turn-off spots on Holcomb. Especially at the Holcomb Elementary. There is a lot of danger at this corner, when people need to stop in the road for a turning car, but cars coming around the corner don't know that cars are stopped ahead. Any heavily used -cross road desperately needs a turn out lane. This is way more needed than bicycle traffic lanes.

Turn Lanes. We all get backed up coming up Holcomb because of increased residents in area. Many are needing to make a left hand turn, which backs everything up. Need to add turn lanes and stop throwing money at bike lanes.

Make it easier and safer to drive w/o adding bike lanes, make traffic flow in the most time efficient manner. Do not slow us down anymore. It already takes 15 min to get to the freeway because of traffic when it should only take 5min!

I don't think we will see a lot of bike use along the side streets, thus we feel street parking along Apperson and Front are important. I was hoping there would be more to address Holcomb Blvd. itself, and in the initial survey, that is what I was thinking about when proposing road improvements. I know this would likely cost a lot of money, so I am sure that is a consideration. The hair pin curve at Holcomb School Rd. is just asking for trouble. We feel like we take a risk every time we bike with our family on the sidewalk headed toward Holcomb School Road.

I am not in favor of the grass, tree areas, they only cause problems. As the trees age the sidewalk pops up causing expense for the home owner in purchasing the new tree and repairing the sidewalk. They also take up road space that could be used for parking; bike paths or sidewalks.

Not at this time. Thanks for the much-needed crosswalk considerations along Holcomb.

It would be nice if the bike lanes/ sidewalks would go up Holcomb and meet up to Winston Dr. Then continue onwards pass Kitty Hawk. Or at least make the road wider for runners/ bicycles to ride along from Kitty Hawk to Bradley. Its dangerous along that stretch of the road.

Please add sidewalk on Melinda from apperson to clack river dr, and on Holcomb from front to redland

APPENDIX C: SIDEWALK PRIORITIZATION PLAN COST ESTIMATES

PARK PLACE URBANIZATION PLAN

1509A Park Place Urbanization Study
Sidewalk Prioritization plan Cost Estimate

Wallis Engineering
 By: DB/DJ
 Date: 12/8/2021

Construction cost assumptions

Sidewalks:

Cost breakdown per LF roadway widening (for sidewalk)

	Quantity	Unit	Unit Price	Total
Concrete Walks	5	SF	\$13.00	\$65
Curb and Gutter	1	LF	\$40.00	\$40
Asphalt reconstruction	3	SF	\$15.00	\$45
Per LF Subtotal:				<u>\$150</u>

Assumptions:

Costs include mobilization, demolition, excavation and aggregate base
 Improvements are assumed to be completed as part of larger construction packages. Small individual construction packages may have increased costs.
 No stormwater treatment or detention required.

Stormwater:

Stormwater costs are included when sidewalks are constructed over existing open conveyances.
 Cost breakdown per LF of stormwater conveyance construction

	Quantity	Unit	Unit Price	Total
12" dia. Conc pipe	1	LF	\$150.00	\$150
Per LF Subtotal:				<u>\$150</u>

Assumptions:

Costs include mobilization, clearing and grubbing, backfill and pipe installation. Surfacing not included.
 Improvements are assumed to be completed as part of larger construction packages. Small individual construction packages may have increased costs.

1509A Park Place Urbanization Study
Sidewalk Prioritization plan Cost Estimate

Wallis Engineering
 By: DB/DJ
 Date: 12/8/2021

Item 8a.

Priority 1 Sidewalks

Street	Starting Address	Ending Address	Total length of 5 ft wide sidewalk (LF)	Construction cost (\$/LF)	Stormwater conveyance required. (Y/N)	Stormwater cost/lf	ROW required (Y/N)	# of lots	Total ROW cost	Total cost (\$)	Difficulty	Justification
Melinda St	S. Clackamas River Dr.	13860 Melinda St	345	\$150	N	\$0	N	0	\$0	\$51,750	easy	
Clackamas River Dr	13032 Clackamas River Dr	13030 Clackamas River Dr	229	\$150	N	\$0	N	0	\$0	\$34,350	easy	
Harley Ave (La Rae to Cleveland)	13932 La Rae St	16130 Harley Ave	511	\$150	N	\$0	N	0	\$0	\$76,592	easy	
	16190 Harley Ave	13937 Cleveland St										
Harley Ave (La Rae to Cleveland)	16130 Harley Ave	16190 Harley Ave	299	\$150	Y	\$150	N	0	\$0	\$89,700	medium	storm water impacts
Harley Ave (Cleveland to Gain)	13934 Cleveland St	Park Place Church	470	\$150	N	\$0	N	0	\$0	\$70,500	easy	
Cleveland St (Apperson to Harley)	13801 Cleveland St	Intersection of Cleveland and Harley	411	\$150	N	\$0	N	0	\$0	\$61,644	easy	
Cleveland St (Harley to Front)	13937 Cleveland St	13970 Front Ave	422	\$150	N	\$0	N	0	\$0	\$63,300	easy	
Cleveland St (Front to Hiram)	16266 Front Ave	16263 Hiram Ave	318	\$150	N	\$0	N	0	\$0	\$47,700	easy	
Cleveland St (Gladys to Swan)	14260 Cleveland St	16251 Swan Ave	348	\$300	Y	\$150	N	0	\$0	\$156,717	medium	storm water impacts
Gain St (Apperson to Harley)	16322 Apperson Blvd	16331 Harley Ave	268	\$150	N	\$0	N	0	\$0	\$40,253	easy	
Gain St (Harley to Front)	Park Place Church	16333 Front Ave	420	\$150	N	\$0	N	0	\$0	\$62,976	easy	
Front Ave	16238 Front Ave	16058 Front Ave	752	\$300	Y	\$150	N	0	\$0	\$338,400	medium	storm water impacts
Hiram Ave	16263 Hiram Ave	14055 Holcomb Blvd	1313	\$150	N	\$0	N	0	\$0	\$196,890	easy	
Swan Ave	16251 Swan Ave	16275 Swan Ave	172	\$150	N	\$0	Y	2	\$10,000	\$45,824	hard	ROW
Hunter Ave	16381 Hunter Ave	16415 Hunter Ave	125	\$150	N	\$0	N	0	\$0	\$18,750	easy	
Fredrick Street	16535 Frederick St	16547 Frederick St	48	\$150	N	\$0	N	0	\$0	\$7,238	easy	
Beemer Way	Intersection of Holcomb and Beemer	Intersection of Beemer and S. Jacobs Way	342	\$150	N	\$0	Y	5	\$10,000	\$101,233	hard	ROW
Oaktree Terrace	Intersection of Holcomb Blvd and Oaktree Terrace	16267 Oaktree Ter	780	\$150	N	\$0	N	0	\$0	\$117,000	easy	assumed to be installed within existing street and not impact NROD

Total sidewalk length

7,573 lf

Assumptions

Stormwater conveyance relocation costs assumed at \$150/lf. Includes all areas where open conveyance would be impacted.

Right of way costs assumed at \$10,000/impacted lot

No stormwater treatment/detention required.

No environmental impacts anticipated

Subtotal	\$1,580,815
Contingency (40%)	<u>\$632,326</u>
Total	\$2,213,141

1509A Park Place Urbanization Study
Sidewalk Prioritization Plan Cost Estimate

Wallis Engineering
 By: DB/DJ
 Date: 12/08/2021

Item 8a.

Priority 2 Sidewalks

Street Section	Starting Address	Ending Address	Total length of 5 ft wide sidewalk (LF)	Appx. Cost/lf	Stormwater conveyance required. (Y/N)	storm length required.	stormwater cost/lf	ROW required (Y/N)	# of lots	Total ROW cost	Total cost	Difficulty	Justification
Melinda St	13864 Melinda St	13865 Melinda St	344	\$150	N	\$0	\$0	N			\$51,663	easy	
Forsythe Rd (Clackamas River Dr to Apperson)	13822 Forsythe Rd	Intersection of Forsythe and Apperson	140	\$150	y	50	\$150	N			\$28,500	easy	
Forsythe Rd (Apperson to Harley)	15896 S Short Ave	Intersection of Forsythe and Harley	412	\$150	y	167	\$150	N			\$86,850	easy	
Harley Ave	15824 Harley Ave	15872 Harley Ave	256	\$150	N	0	\$0	N			\$38,352	easy	
Apperson Blvd (Cleveland to John Jeffery)	16141 Apperson Blvd	Intersection of Apperson and Cleveland St.	297	\$150	N	0	\$0	N			\$44,583	easy	
Apperson Blvd (John Jeffery to La Rae)	16071 Apperson Blvd	Intersection of Apperson and La Rae St.	222	\$500	N	0	\$0	Y	1	\$10,000	\$121,070	hard	ROW+structural issues. Best fit may require reduction in road width'
Hunter Ave (Cleveland to Quail)	16140 Hunter Ave	16236 Hunter Ave	503	\$200	N	0	\$0	N			\$100,606	medium	slope
Hunter Ave (Cleveland to Quail)	16066 Hunter Ave	16140 Hunter Ave	361	\$150	N	0	\$0	Y	4	\$10,000	\$94,153	hard	ROW
Hunter Ave (S Bonn to Holcomb)	14214 Holcomb Blvd	16480 Hunter Ave	315	\$200	N	0	\$0	N			\$62,934	medium	slope and possible tree relocation
Swan Ave (Holcomb to S. Ann Dr.)	Intersection of Holcomb and Swan	Intersection of Swan and S Ann Dr.	476	\$150	N	0	\$0	N			\$71,361	easy	
Swan Ave (Holcomb to Thurman)	200 Longview Way	Intersection of Swan and Holcomb	973	\$200	N	0	\$0	N			\$194,550	medium	slope
Swan Ave (Holcomb to Thurman)	16022 Swan Ave	200 Longview Way	454	\$150	N	0	\$0	Y	4	\$10,000	\$108,051	Hard	sidewalk ends at side of building/ROW
Swan Ave (Thurman to Ames)	15910 Swan Ave	Intersection of Swan and Ames St.	236	\$150	Y	72	\$150	N			\$46,200	medium	storm water
S Bonn St (Hunter Ave to Swan Ave)	Intersection of Bonn St and Hunter	14263 Bonn St	78	\$150	N	0	\$0	Y	1	\$10,000	\$21,654	hard	sidewalk ends at side of building/ROW
Ames St (Swan to Cherabon)	Intersection of Swan and Ames	14375 Ames St	199	\$150	N	0	\$0	N		\$10,000	\$29,843	easy	
Ames St (Swan to Cherabon)	14375 Ames St	14415 Ames St	249	\$150	Y	249	\$150	Y	3	\$10,000	\$104,705	medium	storm water/ ROW
Ames St (Cherabon to Stables)	14491 Ames St	15842 Ames St	168	\$150	Y	0	\$0	Y	3	\$10,000	\$55,208	easy	ROW

Total Sidewalk Length

5,682 LF

Assumptions

Stormwater conveyance relocation costs assumed at \$150/LF. Includes all areas where open conveyance would be impacted.

Right of way costs assumed at \$10,000/lot

No stormwater treatment/detention required.

No environmental impacts anticipated

Subtotal \$1,260,281
 Contingency (40%) \$504,112.20
Total \$1,764,392.70

APPENDIX D: TRANSPORTATION SYSTEM PLAN PROJECTS

PARK PLACE URBANIZATION PLAN

Table 2: Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
Further Study				
D0	OR 213/Beavercreek Road Refinement Plan	OR 213 from Redland Road to Molalla Avenue	Identify and evaluate circulation options to reduce motor vehicle congestion along the corridor. Explore alternative mobility targets.	Short-term
D00	I-205 Refinement Plan	I-205 at the OR 99E and OR 213 Ramp Terminals	Identify and evaluate circulation options to reduce motor vehicle congestion at the interchanges. Explore alternative mobility targets, and consider impacts related to a potential MMA Designation for the Oregon City Regional Center.	Short-term
Driving Solutions (Intersection and Street Management- see Figure 16)				
D1	Molalla Avenue/ Beavercreek Road Adaptive Signal Timing	Molalla Avenue from Washington Street to Gaffney Lane; Beavercreek Road from Molalla Avenue to Maple Lane Road	Deploy adaptive signal timing that adjusts signal timings to match real-time traffic conditions.	Short-term
D7	Option 1: 14 th Street Restriping	Option 1: OR 99E to John Adams Street	Option 1: Convert 14th Street to one-way eastbound between McLoughlin Boulevard and John Adams Street: • Convert the Main Street/14th Street intersection to all-way stop control (per project D13). • From McLoughlin Boulevard to Main Street, 14th Street would be restriped to include two 12-foot eastbound travel lanes, a six-foot eastbound bike lane, a six-foot westbound contra-flow bike lane, and an eight-foot landscaping buffer on the north side • From Main Street to Washington Street, 14th Street would be restriped to include two 11-foot eastbound travel lanes, a five-foot eastbound bike lane, a five-foot westbound contra-flow bike lane, and an eight-foot on-street parking lane on the north side • From Washington Street to John Adams Street, 14th Street would be restriped to include one 12-foot eastbound travel lane, a six-foot eastbound bike lane, a six-foot westbound contra-flow bike lane, and an eight-foot on-street parking lane on the north and south side • Add a bicycle signal, with detection at the McLoughlin Boulevard/14th Street intersection. Add bicycle detection to the traffic signal at the Washington Street/14th Street intersection.	Short-term

Table 2: Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
	Option 2: Main Street/14 th Street Intersection Widening	Option 2: Main Street/14 th Street	Option 2: Convert the Main Street/14 th Street intersection to all-way stop control (per project D13). Widen 14 th Street to include shared through/left-turn and through/right-turn lanes in both directions	
D8	15 th Street Restriping	OR 99E to John Adams Street	Convert 15th Street to one-way westbound between Washington Street and McLoughlin Boulevard: • From John Adams Street to Washington Street, 15th Street would be striped as a shared-roadway (per project B6). • From Washington Street to Main Street, 15th Street would be restriped to include two 11-foot westbound travel lanes, a five-foot westbound bike lane, a five-foot eastbound contra-flow bike lane, and an eight-foot on-street parking lane on the south side. Complete the sidewalk gaps on the north side of 15th Street between Main Street and Center Street, and on the south side between Center Street and Washington Street (per project W75). • From Main Street to McLoughlin Boulevard, 15th Street would be restriped to include two 12-foot travel lanes, a six-foot westbound bike lane, and an eight-foot on-street parking lane on the south side. Add a 12-foot shared-use path with a two-foot buffer adjacent to the on-street parking lane. Add bicycle detection to the traffic signal at the Washington Street/15th Street intersection.	Included with project D7
D11	Optimize existing traffic signals	Citywide	Optimize the existing traffic signals by updating the existing coordinated signal timing plans, upgrading traffic signal controllers or communication infrastructure or cabinets.	Short-term
D12	Protected/permitted signal phasing	Citywide	Incorporate protected/permitted phasing for left turn movements at traffic signals.	Short-term
D13	Main Street/14 th Street Safety Enhancement	Main Street/14 th Street	Convert to all-way stop control to be consistent with the traffic control at surrounding intersections on Main Street.	Included with project D7
D14	Southbound OR 213 Advanced Warning System	Southbound OR 213, north of the Beavercreek Road intersection	Install a queue warning system for southbound drivers on OR 213 to automatically detect queues and warn motorists in advance via a Variable Message Sign	Short-term
D27	OR 213/Beavercreek Road Operational Enhancement	OR 213/Beavercreek Road	Lengthen the dual left-turn lanes along Beavercreek Road to provide an additional 200 feet of storage for the eastbound	Short-term

Table 2: Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
			approach	
D28	Washington Street/12th Street Safety Enhancement	Washington Street/12th Street	Install a traffic signal with dedicated left turn lanes for the 12 th Street approaches to Washington Street.	Medium-term
D30	Molalla Avenue/Division Street-Taylor Street Safety Enhancement	Molalla Avenue/Division Street-Taylor Street	Install a single-lane roundabout	Medium-term
D32	South End Road/Warner Parrott Road Operational Enhancement	South End Road/Warner Parrott Road	Install a traffic signal with dedicated left turn lanes for the South End Road approaches to Warner Parrott Road	Medium-term
D33	South End Road/Lafayette Avenue-Partlow Road Operational Enhancement	South End Road/Lafayette Avenue-Partlow Road	Install a single-lane roundabout	Medium-term
D40	Main Street/Dunes Drive Extension Operational Enhancement	Main Street/Dunes Drive Extension	Install a single-lane roundabout	Long-term
D41	South End Road/Buettel Road Extension Operational Enhancement	South End Road/Buettel Road Extension	Install a single-lane roundabout	Medium-term
D42	South End Road/Deer Lane Extension Operational Enhancement	South End Road/Deer Lane Extension	Install a single-lane roundabout	Long-term
D43	Holcomb Boulevard/Holly Lane North Extension Operational Enhancement	Holcomb Boulevard/Holly Lane North Extension	Install a single-lane roundabout	Long-term
D44	Beavercreek Road/Loder Road Extension Operational Enhancement	Beavercreek Road/Loder Road Extension	Install a roundabout	Medium-term
D45	Meyers Road Extension/ Loder Road Extension Operational Enhancement	Meyers Road Extension/ Loder Road Extension	Install a single-lane roundabout	Medium-term
Driving Solutions (Street Extensions- see Figure 17)				
D46	Meyers Road West extension	OR 213 to High School Avenue	Extend Meyers Road from OR 213 to High School Avenue as an Industrial Minor Arterial. Create a local street connection to Douglas Loop.	Short-term
D47	Meyers Road East extension	Beavercreek Road to the Meadow Lane Extension	Extend Meyers Road from Beavercreek Road to the Meadow Lane Extension as an Industrial Minor Arterial. Between the Holly Lane and Meadow Lane extensions, add a sidewalk and bike lane to the south side of the street, with a shared-use path to be added on north side per project S19. Modify the existing traffic signal at Beavercreek Road	Medium-term
D48	Holly Lane North extension	Redland Road to Holcomb Boulevard	Extend Holly Lane from Redland Road to Holcomb Boulevard as a Residential Minor Arterial. Create local street	Long-term

Table 2: Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
			connections to Cattle Drive and Journey Drive.	
D49	Swan Avenue extension	Livesay Road to Redland Road	Extend Swan Avenue from Livesay Road to Redland Road as an Residential Collector	Long-term
D50		Redland Road to Morton Road	Extend Swan Avenue from Redland Road to Morton Road as an Residential Collector	Long-term
D51	Deer Lane extension	Rose Road to Buetel Road	Extend Deer Lane from Rose Road to Buetel Road as a Residential Collector. Add a sidewalk and bike lane to the east side of the street, with a shared-use path to be added on west side per project S32.	Long-term
D52		Buetel Road to Parrish Road	Extend Deer Lane from Buetel Road to Parrish Lane as a Residential Collector. Add a sidewalk and bike lane to the east/north side of the street, with a shared-use path to be added on west/south side per project S33. Create a local street connection to Finnegans Way Install a roundabout at South End Road (per project D42).	Long-term
D53	Madrona Drive extension	Madrona Drive to Deer Lane	Extend Madrona Drive to Deer Lane as a Constrained Residential Collector	Long-term
D54	Clairmont Drive extension	Beavercreek Road to Holly Lane South Extension	Extend Clairmont Drive from Beavercreek Road to the Holly Lane South extension as an Industrial Collector. Add a sidewalk and bike lane to the south side of the street, with a shared-use path to be added on north side per project S17.	Long-term
D55	Glen Oak Road extension	Beavercreek Road to the Meadow Lane Extension	Extend Glen Oak Road from Beavercreek Road to the Meadow Lane Extension as a Residential Collector. Install a roundabout at Beavercreek Road (per project D39)	Long-term
D56	Timbersky Way extension	Beavercreek Road to the Meadow Lane Extension	Extend Timbersky Way from Beavercreek Road to the Meadow Lane Extension as a Residential Collector. Add a sidewalk and bike lane to the south side of the street, with a shared-use path to be added on north side per project S20.	Long-term
D57	Holly Lane South extension	Maple Lane Road to Thayer Road	Extend Holly Lane from Maple Lane Road to Thayer Road as a Residential Collector. Add a sidewalk and bike lane to the west side of the street, with a shared-use path to be added on east side per project S14. Install a roundabout at Maple Lane Road (per project D37).	Medium-term

Table 2: Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
D58		Thayer Road to Meyers Road	Extend Holly Lane from Thayer Road to the Meyers Road extension as an Industrial Collector. Add a sidewalk and bike lane to the west side of the street, with a shared-use path to be added on east side per project S15.	Medium-term
D59		Meyers Road to the Meadow Lane Extension	Extend Holly Lane from the Meyers Road extension to the Meadow Lane Extension as a Mixed-Use Collector. Add a sidewalk and bike lane to the west side of the street, with a shared-use path to be added on east side per project S16.	Long-term
D60	Meadow Lane extension	Meadow Lane to Meyers Road	Extend Meadow Lane to the Meyers Road Extension as a Mixed-Use Collector. Between Old Acres Lane and the Glen Oak Road extension, add a sidewalk and bike lane to the west side of the street, with a shared-use path to be added on east side per project S21.	Long-term
D61		Meyers Road to UGB (north of Loder Road)	Extend Meadow Lane from the Meyers Road Extension to the UGB (north of Loder Road) as an Industrial Collector	Medium-term
D62	Dunes Drive Extension	OR 99E to Agnes Avenue	Extend Dunes Drive from OR 99E to Agnes Avenue as a Mixed-Use Collector. Install a roundabout at the Dunes Drive/Agnes Avenue intersection (per project D40). Will require redevelopment of the Oregon City Shopping Center.	Medium-term
D63	Washington Street to Abernethy Road Connection	Washington Street to Abernethy Road	Connect Washington Street to Abernethy Road with a Mixed-Use Collector. Add a sidewalk and bike lane to the west side of the street, with a shared-use path to be added on east side per project S5. This street should be a public access road built to City standards but maintained by a private entity.	Long-term
D64	Loder Road Extension	Beavercreek Road to Glen Oak Road	Extend Loder Road from Beavercreek Road to Glen Oak Road as an Industrial Collector. Add a sidewalk and bike lane to the west side of the street, with a shared-use path to be added on east side per project S18. Create a local street connection to Douglas Loop. Install a roundabout at Meyers Road (per project D45).	Short-term
D65	Parrish Road Extension	From Parrish Road east to Kolar Drive	Complete the gap between Parrish Road as a Constrained Residential Collector.	Long-term
D66	Washington Street Realignment	Home Depot Driveway to Clackamas River	Washington Street Realignment associated with the OR	Under

Table 2: Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
		Drive	213/Washington Street Jug-handle Project.	Construction
D72	Hampton Drive Extension	Hampton Drive to Atlanta Drive	Extend Hampton Drive to Atlanta Drive as a Residential Local Street.	Long-term
Driving Solutions (Street and Intersection Expansions- see Figure 18)				
D73	McLoughlin Boulevard Improvements - Phase 2	Dunes Drive to Clackamas River Bridge	Boulevard and gateway improvements, including pedestrian and bicycle facilities. Access management improvements just north of the I-205 southbound ramps.	Under Construction
D80	Division Street Upgrade	7 th Street to 18 th Street	Improve to Collector cross-section, as a constrained street	Long-term
D81	Beavercreek Road Upgrade	Clairmont Drive (CCC Entrance) to Meyers Road	Improve to Industrial Major Arterial cross-section	Medium-term
D82		Meyers Road to UGB	Improve to Residential Major Arterial cross-section	Long-term
D89	South End Road Upgrade	Partlow Road-Lafayette Road to UGB	Improve to Residential Minor Arterial cross-section	Medium-term
D92	Washington Street Upgrade	11 th Street to 7 th Street	Improve to Minor Arterial cross-section, as a constrained street. Add curb-ramps at intersections	Medium-term
Walking Solutions (see Figure 19)				
W5	Washington Street Sidewalk Infill	Washington Street-Abernethy Road Extension to Abernethy Road	Complete sidewalk gaps on both sides of the street	Short-term
W11	Holcomb Boulevard (East of OR 213) Sidewalk Infill	OR 213 overcrossing to Swan Avenue	Complete sidewalk gaps on both sides of the street	Medium-term
W12		Longview Way to Winston Drive	Complete sidewalk gaps on both sides of the street	Medium-term
W13		Barlow Drive to UGB	Complete sidewalk gaps on both sides of the street	Medium-term
W34	Molalla Avenue Sidewalk Infill	Gaffney Lane to Sebastian Way	Complete sidewalk gaps on both sides of the street	Included with project W74
W35	Leland Road Sidewalk Infill	Warner Milne Road to Meyers Road	Complete sidewalk gaps on both sides of the street	Short-term
W41	Warner Milne Road Sidewalk Infill	Leland Road to west of Molalla Avenue	Complete sidewalk gaps on both sides of the street	Short-term
W42	Beavercreek Road Sidewalk Infill	Warner Milne Road to east of Kaen Road	Complete sidewalk gaps on the east side of the street	Short-term
W47	South End Road (south of Partlow) Sidewalk Infill	Partlow Road to Buetel Road	Complete sidewalk gaps on both sides of the street	Included with project D89
W48		Buetel Road to UGB	Complete sidewalk gaps on both sides of the street	Included with project D89
W54	South End Road (north of Partlow) Sidewalk Infill	Partlow Road to Barker Avenue	Complete sidewalk gaps on both sides of the street	Short-term
W56	Warner Parrott Road Sidewalk Infill	King Road to Marshall Street	Complete sidewalk gaps on the north side of the street	Short-term

Table 2: Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
W62	Linn Avenue Sidewalk Infill	Ella Street to Charman Avenue	Complete sidewalk gaps on both sides of the street	Short-term
W64	Brighton Avenue-Creed Street Sidewalk Infill	Charman Avenue to Waterboard Park Road	Complete sidewalk gaps on both sides of the street	Short-term
W65	Brighton Avenue-Park Drive Sidewalk Infill	Charman Avenue to Linn Avenue	Complete sidewalk gaps on both sides of the street	Short-term
W70	Division Street Sidewalk Infill	7 th Street to 18 th Street	Complete sidewalk gaps on both sides of the street	Included with project D80
W73	Molalla Avenue Streetscape Improvements Phase 3	Holmes Lane to Warner Milne Road	Streetscape improvements including widening sidewalks, sidewalk infill, ADA accessibility, bike lanes, reconfigure travel lanes, add bus stop amenities.	Medium-term
W74	Molalla Avenue Streetscape Improvements Phase 4	Beavercreek Road to OR 213	Streetscape improvements including widening sidewalks, sidewalk infill, ADA accessibility, bike lanes, reconfigure travel lanes, add bus stop amenities.	Medium-term
W75	15 th Street Sidewalk Infill	OR 99E to Washington Street	Complete sidewalk gaps on both sides of the street, with a shared-use path to be added on south side between OR 99E and Main Street per project S53.	Included with project D8
Biking Solutions (see Figure 20)				
B1	7 th Street Shared Roadway	OR 43 Bridge to Railroad Avenue	Add wayfinding and shared lane markings	Short-term
B2	Railroad Avenue-9 th Street Shared Roadway	OR 99E to Main Street	Add wayfinding and shared lane markings	Short-term
B3	Main Street Shared Roadway	OR 99E to 15 th Street	Add wayfinding and shared lane markings	Short-term
B5	12 th Street (west of Washington Street) Shared Roadway	OR 99E to Washington Street	Add wayfinding and shared lane markings	Short-term
B6	15 th Street (west of John Adams) Shared Roadway	Washington Street to John Adams Street	Add wayfinding and shared lane markings	Included with project D8
B12	Holcomb Boulevard (East of OR 213) Bike Lanes	Longview Way to UGB	Add bike lanes to both sides of the street	Medium-term
B29	Beavercreek Road Bike Lanes	Pebble Beach Drive to UGB	Add bike lanes to both sides of the street	Included with project D82
B32	Fir Street Bike Lanes	Molalla Avenue to 1,500 feet east	Add bike lanes to both sides of the street	Medium-term
B33	Leland Road Bike Lanes	Marysville Lane to Meyers Road	Add bike lanes to both sides of the street	Medium-term
B35	Meyers Road Bike Lanes	Leland Road to Autumn Lane	Add bike lanes to both sides of the street	Medium-term

Table 2: Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
B37	Molalla Avenue Bike Lanes	Gales Lane to Adrian Way	Complete bike lane gaps on both sides of the street	Included with project W73
B42	South End Road (south of Partlow) Bike Lanes	Buettel Road to UGB	Add bike lanes to both sides of the street	Included with project D89
B53	Holmes Lane Bike Lanes	Linn Avenue to Rilance Lane	Add bike lanes to both sides of the street	Medium-term
B55	Pearl Street Bike Lanes	Linn Avenue to Molalla Avenue	Add bike lanes to both sides of the street	Medium-term
B60	Division Street Bike Lanes	7 th Street to 18 th Street	Add bike lanes to both sides of the street	Included with project D80
B65	14 th Street Bike Lanes	OR 99E to John Adams Street	Add an eastbound bike lane and a westbound contra-flow bike lane	Included with project D7
B66	15 th Street Bike Lanes	OR 99E to Washington Street	Add a westbound bike lane and an eastbound contra-flow bike lane, with a shared-use path to be added on south side of 15 th Street between OR 99E and Main Street per project S53.	Included with project D8
Shared-Use Path Solutions (see Figure 21)				
S14	Maple Lane-Thayer Shared-Use Path	Maple Lane Road to Thayer Road	Add a shared-use path on the east side of the Holly Lane extension between Maple Lane and Thayer.	Long-term
S15	Thayer-Loder Shared-Use Path	Thayer Road to Loder Road	Add a shared-use path on the east side of the Holly Lane extension between Thayer and Loder.	Long-term
S18	Loder Road Shared-Use Path	Glen Oak Road to Holly Lane Extension	Add a shared-use path on the south/east side of the Loder Road extension between Glen Oak Road and the Holly Lane extension.	Long-term
S24	Gaffney Lane Elementary Shared-Use Path	Eastborne Drive to Falcon Drive	Add a shared-use path along the northern boundary of Gaffney Lane Elementary School between the Eastborne Drive path and Falcon Drive	Long-term
S36	Tumwater-4 th Shared-Use Path	Tumwater Drive to 4 th Avenue	Add a shared-use path through Old Canemah Park connecting 4 th Avenue to the Tumwater/South 2 nd intersection	Long-term
S53	15 th Street Shared-Use Path	OR 99E to Main Street	Add a shared-use path on the south side of 15 th Street between OR 99E and Main Street.	Included with project D8
Transit Solutions				
T1	Molalla Avenue Transit Signal Priority	Washington Street to Gaffney Lane	Provide priority at traffic signals for buses behind schedule. This includes the use and deployment of Opticom detectors	Short-term

Table 2: Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
			at traffic signals and emitters on buses.	
T2	OR 99E Transit Signal Priority	Dunes Drive to 10 th Street		Short-term
T3	Bus Stop Amenity Enhancement	Citywide	Add amenities at bus stops as needed, including bus shelters, landing pads, benches, trash/recycling receptacles and lighting	Short-term
Street Crossing Solutions (see Figure 21)				
C11	Beavercreek Road/Loder Road Shared-Use Path Crossing	Beavercreek Road/Loder Road intersection	Install crosswalk and pedestrian activated flasher on Beavercreek Road	Long-term
C35	John Adams/7 ^h Family Friendly Route Crossing	7 th Street/John Adams Street intersection	Install crosswalk and pedestrian activated flasher on 7 th Street	Long-term
Family-Friendly Routes (see Figure 19 or 20)				
FF13	Leland-Warner Parrot Family Friendly Route	Leland Road to Warner Parrot Road	Add sidewalks on both sides of the street. Add wayfinding, traffic calming and shared lane markings. Route via Hampton Drive, Atlanta Drive, Auburn Drive and Boynton Street. Includes Hampton Drive extension to Central Point Road	Long-term
FF19	Warner Parrot-Barker Family Friendly Route	Warner Parrot Road to Barker Avenue	Add sidewalks on both sides of the street. Add wayfinding and shared lane markings. Route via Woodlawn Avenue and Woodfield Court.	Long-term
FF20	Barker Avenue Family Friendly Route	South End Road to Telford Road	Add sidewalks on both sides of the street. Add wayfinding, traffic calming and shared lane markings. Route via Barker Avenue	Long-term
FF23	Charman Avenue Family Friendly Route	Telford Road to Linn Avenue	Add sidewalks and bike lanes on both sides of the street. Add wayfinding and traffic calming	Long-term
Citywide and Programmatic Improvements				
N/A	Family Friendly Routes	Citywide	Program to systematically implement the Neighborhood Greenway network on a yearly basis	N/A
N/A	Sidewalk Infill Program	Citywide	Capital program to systematically design and construct missing sidewalks along prioritized pedestrian routes. Provide sidewalks on local, residential streets that lead to roadways with transit service.	N/A
N/A	Develop Bicycle and Pedestrian Design Guidelines	Citywide	Develop bicycle and pedestrian design guidelines that establish preferred designs that represent best practices. Key	N/A

Table 2: Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
			treatments include pedestrian crossing design and bicycle accommodation at intersections (i.e. bike boxes, bicycle detection, etc.).	
N/A	ADA/Curb Ramp Upgrade Program	Citywide	Upgrade curb ramps and eliminate gaps in ADA access along prioritized pedestrian routes near key destinations.	N/A
N/A	Pedestrian Wayfinding Signage	Citywide	Pedestrian wayfinding tools can include signs and walking maps indicating walking routes to destinations and transit stops, as well as digital applications for smart phones.	N/A
N/A	Bicycle Parking Program	Citywide	Implement bicycle rack design and placement standards; review development applications for compliance; coordinate with sidewalk installation by developments or in city projects.	N/A
N/A	Bike Lane Re-striping Schedule	Citywide	Develop a bike lane re-striping schedule.	N/A
N/A	Bicycle Wayfinding Signage	Citywide	Implement a bicycle wayfinding signage program to assist bicyclists in choosing comfortable routes and to help visiting bicyclists navigate through the city.	N/A
N/A	Stop Here For Pedestrians signage	Citywide	Add Stop Here For Pedestrians signage at existing and new crosswalks. State standards require installation of a stop line in advance of the crosswalk to use this sign.	N/A
N/A	Bicycle/Pedestrian Connections to Transit	Citywide	Coordinate infrastructure upgrades near transit stops and park and rides to improve access and amenities targeted at increasing ridership.	N/A
N/A	Repaving policy	Citywide	Ensure repaving projects extend the full width of the road, including the full shoulder or bike lane.	N/A
N/A	Streetscape Enhancements	Citywide	Develop projects to create a pedestrian buffer zone on key pedestrian routes, including those that provide access to transit. Streets that would benefit from a buffer zone include Molalla Ave and Warner Milne Rd.	N/A
N/A	Safe Routes to Schools Curriculum	Citywide	Leverage ODOT Safe Routes Program with local investment to bring Safe Routes curriculum to all area K-8 schools.	N/A

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
Driving Solutions (Intersection and Street Management- see Figure 1)				
D2	Beavercreek Road Traffic Surveillance	Molalla Avenue to Maple Lane Road	Install video monitoring cameras and vehicle detection equipment to provide turn movement counts, hourly volumes, travel times, and speed	Long-term Phase 2
D3	Washington Street Traffic Surveillance	7 th Street to OR 213		Long-term Phase 3
D4	7 th Street/Molalla Avenue Traffic Surveillance	Washington Street to OR 213		Long-term Phase 3
D5	OR 213/ 7 th Street-Molalla Avenue/ Washington Street Integrated Corridor Management	I-205 to Henrici Road	Integrate traffic surveillance and traffic control equipment with ODOT	Long-term Phase 3
D6	OR 99E Integrated Corridor Management	OR 224 (in Milwaukie) to 10 th Street		Long-term Phase 3
D9	OR 213/Beavercreek Road Weather Information Station	OR 213/Beavercreek Road	Install road weather information stations that provide temperature, road conditions, and a video image.	Long-term Phase 4
D10	Warner Milne Road/Linn Avenue Road Weather Information Station	Warner Milne Road/Linn Avenue		Long-term Phase 4
D15	Holcomb Boulevard Curve Warning System	Holcomb Boulevard just to the west of the OR 213 overcrossing	Install a curve warning system on Holcomb Boulevard that activates when a motorist approaches the curve at a high speed.	Long-term Phase 3
D16	Holcomb Boulevard Speed Warning System	Holcomb Boulevard east of Jada Way	Install a speed warning system that activates when a motorist approaches at a high speed.	Long-term Phase 4
D17	Washington Street Speed Warning System	Washington Street near 9 th Street		Long-term Phase 4
D18	7 th Street Speed Warning System	7 th Street near Harrison Street		Long-term Phase 4
D19	Linn Avenue Speed Warning System	Linn Avenue near Glenwood Court		Long-term Phase 4
D20	OR 99E Northbound Speed Warning System	OR 99E near Paquet Street		Long-term Phase 4
D21	OR 99E Southbound Speed Warning System	OR 99E near Hedges Street		Long-term Phase 4
D22	Central Point Road Speed Warning System	Central Point Road near White Lane		Long-term Phase 4
D23	South End Road School Zone Flashers	South End Road near Salmonberry	Install school zone flashers	Long-term

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
		Drive and Filbert Drive		Phase 4
D24	Gaffney Lane School Zone Flashers	Gaffney Lane near Glenview Court and Falcon Drive		Long-term Phase 4
D25	Meyers Road School Zone Flashers	Meyers Road near High School Lane		Long-term Phase 4
D26	Beavercreek Road School Zone Flashers	Beavercreek Road south of Loder Road and north of Glen Oak Road		Long-term Phase 4
D29	John Adams Street/7th Street Safety Enhancement	John Adams Street/7th Street	Restripe 7th Street to include a northbound left-turn pocket from 7th Street to John Adams Street.	Long-term Phase 2
D31	High Street/2nd Street Operational Enhancement	High Street/2nd Street	Install a traffic signal	Long-term Phase 4
D34	Central Point Road/Warner Parrott Road Operational Enhancement	Central Point Road/Warner Parrott Road	Restrict left turns from Central Point Road to Warner Parrott Road. Install a roundabout at the Linn Avenue-Leland Road/ Warner Parrott Road-Warner Milne Road intersection	Long-term Phase 4
D35	Redland Road/Anchor Way Operational Enhancement	Redland Road/Anchor Way	Install a traffic signal	Long-term Phase 4
D36	Redland Road/Holly Lane Operational Enhancement	Redland Road/Holly Lane	Install a single-lane roundabout	Long-term Phase 4
D37	Maple Lane Road/Holly Lane Operational Enhancement	Maple Lane Road/Holly Lane	Install a single-lane roundabout	Long-term Phase 4
D38	Maple Lane Road/Walnut Grove Way Operational Enhancement	Maple Lane Road/Walnut Grove Way	Install a single-lane roundabout or realign Maple Lane Road in correlation with development	Long-term Phase 3
D39	Beavercreek Road/Glen Oak Road Operational Enhancement	Beavercreek Road/Glen Oak Road	Install a roundabout	Long-term Phase 2
Driving Solutions (Street Extensions- see Figure 2)				
D67	OR 99E to Beutel Road Extension Feasibility Study	OR 99E to Beutel Road	Further study a potential connection between OR 99E and Beutel Road as a Constrained Minor Arterial. Add shared-use path on the east side of the street per project S34. Install a roundabout at South End Road (per project D41). The connection will likely be hindered by topography.	Long-term Phase 4
D68	Chanticleer Place Extension	Glen Oak Road to north of Russ	Extend Chanticleer Place from Glen Oak Road to	Long-term

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
		Wilcox Way	Russ Wilcox Way as a Residential Collector.	Phase 3
D69		South of Talawa Drive to Chanticleer Drive	Extend Chanticleer Place from Talawa Drive to Chanticleer Drive as a Residential Collector.	Long-term Phase 3
D70	Chanticleer Drive Extension	South of Edgemont Drive to Henrici Road	Extend Chanticleer Drive from Edgemont Drive to Henrici Road as a Residential Collector.	Long-term Phase 3
D71	Coquille Drive Extension	Quinalt Drive to Henrici Drive	Extend Coquille Drive from Quinalt Drive to Henrici Drive as a Residential Collector.	Long-term Phase 3
Driving Solutions (Street and Intersection Expansion- see Figure 3)				
D74	McLoughlin Boulevard Improvements - Phase 3	10 th Street to Main Street	Widen OR 99E to a five-lane cross-section that includes two travel lanes in each direction and a center two-way left-turn lane and/or a median to improve access management. The project will also improve pedestrian and bicycle facilities.	Long-term Phase 2
D75	I-205 Southbound Interchange Improvements	OR 99E/I-205 Southbound Ramps	Add dual left-turn lanes on the southbound OR 99E approach to the southbound I-205 ramp. Widen the on-ramp to the ramp meters to accommodate the dual left-turn approach.	Long-term Phase 3
D76	I-205 Northbound Interchange Improvements	OR 99E/I-205 Northbound Ramps	Add dual left-turn lanes on the westbound I-205 Off-ramp approach to OR 99E. Widen the off-ramp approaching OR 99E to maintain the separated westbound right-turn lane.	Long-term Phase 3
D77	OR 213 Safety Improvement	Molalla Avenue to Conway Drive	Widen to five lanes (two travel lanes in each direction, with a center turn lane/median) with bike lanes and sidewalks	Long-term Phase 4
D78	Anchor Way Safety Improvement	18 th Street to Division Street	Realign Anchor Way to connect with Division Street	Long-term Phase 4
D79	OR 213/Redland Road Capacity Improvements	Redland Road to Redland Road undercrossing	Add a third northbound travel lane on OR 213 north of the Redland Road undercrossing. Extend the third southbound travel on OR 213 south of the Redland Road intersection and merge the third lane before the Redland Road undercrossing. Add a right-turn lane (southbound OR 213 to westbound Redland).	Long-term Phase 4

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
			Convert the Redland Road approach to OR 213 to 1 receiving lane, 2 left-turn approach lanes, and 1 right-turn lane.	
D83	Holly Lane Upgrade	Redland Road to Maple Lane Road	Improve to Residential Minor Arterial cross-section	Long-term Phase 2
D84	Maple Lane Road Upgrade	Beavercreek Road to UGB	Improve to Residential Minor Arterial cross-section	Long-term Phase 2
D85	Loder Road Upgrade	Beavercreek Road to UGB	Improve to Industrial Collector cross-section. Install a roundabout at the Beavercreek Road/Loder Road intersection.	Long-term Phase 2
D86	Livesay Road Upgrade	Redland Road to Swan Avenue	Improve to Residential Collector cross-section.	Long-term Phase 3
D87		Swan Avenue to Holly Lane extension	Improve to Mixed-Use Collector cross-section.	Long-term Phase 3
D88	Donovan Road Upgrade	Holly Lane to UGB	Improve to Mixed-Use Collector cross-section.	Long-term Phase 3
D90	Main Street Upgrade	15 th Street to Agnes Avenue	Improve to Mixed-Use Collector cross-section between 17 th Street and Agnes Avenue. Between 15 th Street and 17 th Street, restripe Main Street to include two 12-foot travel lanes, a six-foot northbound bike lane, a six-foot southbound bike lane, and an eight-foot on-street parking lane on the east side.	Long-term Phase 2
D91	Redland Road Upgrade	Holcomb Boulevard to Holly Lane	Improve to Minor Arterial cross-section, as a constrained street	Long-term Phase 2
D93	Beutel Road Upgrade	South End Road to northern terminus	Improve to Collector cross-section, as a constrained street	Long-term Phase 2
Walking Solutions (see Figure 4)				
W1	Dunes Drive Sidewalk Infill	OR 99E to Clackamette Drive	Complete sidewalk gaps the south side of the street	Long-term Phase 4
W2	Main Street Sidewalk Infill	OR 99E to 17 th Street	Complete sidewalk gaps on west/south side of the street. A shared-use path will be added on east/north side per project S1	Included with project D90

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
W3		17 th Street to 15 th Street	Complete sidewalk gaps the west side of the street	Included with project D90
W4	Agnes Avenue Sidewalk Infill	Main Street to Washington Drive	Complete sidewalk gaps on both sides of the street	Long-term Phase 4
W6	Holcomb Boulevard (West of OR 213) Sidewalk Infill	Abernethy Road to OR 213 overcrossing	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W7	Redland Road (West of OR 213) Sidewalk Infill	Abernethy Road to Anchor Way	Complete sidewalk gaps on west/south side of the street. A shared-use path will be added on west side per project S6	Long-term Phase 2
W8	Forsythe Road Sidewalk Infill	Clackamas River Drive to Harley Avenue	Complete sidewalk gaps on south side of the street. A shared-use path will be added on north side per project S7	Long-term Phase 3
W9	Clackamas River Drive Sidewalk Infill	OR 213 to Forsythe Road	Complete sidewalk gaps on east side of the street. A shared-use path will be added on west side per project S8	Long-term Phase 2
W10		Forsythe Road to UGB	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W14	Apperson Boulevard Sidewalk Infill	La Rae Street to Gain Street	Complete sidewalk gaps on the west side of the street	Long-term Phase 3
W15	Swan Avenue Sidewalk Infill	Forsythe Road to Ann Drive	Complete sidewalk gaps on both sides of the street	Long-term Phase 2
W16	Livesay Road Sidewalk Infill	Redland Road to Frank Avenue	Complete sidewalk gaps on both sides of the street	Included with project D86/D87
W17	Redland Road (East of OR 213) Sidewalk Infill	Anchor Way to Livesay Road	Complete sidewalk gaps on north side of the street. A shared-use path will be added on south side per project S6	Included with project D91
W18		Livesay Road to UGB	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W19	Donovan Road Sidewalk Infill	Holly Lane to western terminus	Complete sidewalk gaps on north side of the street. A shared-use path will be added on south side per project S12	Long-term Phase 4

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
W20	Morton Road Sidewalk Infill	Holly Lane to Swan Extension	Complete sidewalk gaps on both sides of the street	Long-term Phase 4
W21	Holly Lane Sidewalk Infill	Redland Road to Donovan Road	Complete sidewalk gaps on both sides of the street	Included with project D83
W22		Donovan Road to Maple Lane Road	Complete sidewalk gaps on west side of the street. A shared-use path will be added on east side per project S13	Included with project D83
W23	Maple Lane Road Sidewalk Infill	Beavercreek Road to UGB	Complete sidewalk gaps on both sides of the street	Included with project D84
W24	Thayer Road Sidewalk Infill	Maple Lane Road to UGB	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W25	Loder Road Sidewalk Infill	Beavercreek Road to the Holly Lane Extension	Complete sidewalk gaps on north side of the street. A shared-use path will be added on south side per project S18.	Included with project D85
W26		Holly Lane Extension to the UGB	Complete sidewalk gaps on both sides of the street	Included with project D85
W27	High School Avenue Sidewalk Infill	Meyers Road to Glen Oak Road	Complete sidewalk gaps on the west side of the street	Long-term Phase 3
W28	Glen Oak Road Sidewalk Infill	OR 213 to High School Avenue	Complete sidewalk gaps on both sides of the street	Long-term Phase 2
W29		Coquille Drive to Augusta Drive	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W30	Chanticleer Drive Sidewalk Infill	North terminus to south terminus	Complete sidewalk gaps on both sides of the street	Long-term Phase 4
W31	OR 213 Sidewalk Infill	Molalla Avenue to Conway Drive	Complete sidewalk gaps on both sides of the street	Included with project D77
W32	Bertha Drive Sidewalk Infill	Clairmont Way to Gaffney Lane	Complete sidewalk gaps on the east side of the street	Long-term Phase 3
W33	Gaffney Lane Sidewalk Infill	Cokeron Drive to Glenview Court	Complete sidewalk gaps on both sides of the street	Long-term

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
				Phase 2
W36	Leland Road Sidewalk Infill	Meyers Road to McCord Road	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W37		McCord Road to UGB	Complete sidewalk gaps on both sides of the street	Long-term Phase 4
W38	Meyers Road Sidewalk Infill	Leland Road to Frontier Parkway	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W39	Jessie Avenue Sidewalk Infill	Leland Road to Frontier Parkway	Complete sidewalk gaps on both sides of the street	Long-term Phase 4
W40	Clairmont Way Sidewalk Infill	Leland Road to Bertha Drive	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W43	McCord Road Sidewalk Infill	Sunset Springs Drive to Leland Road	Complete sidewalk gaps on both sides of the street	Long-term Phase 4
W44	Pease Road Sidewalk Infill	Leland Road to Tidewater Street	Complete sidewalk gaps on both sides of the street	Long-term Phase 4
W45	Central Point Road Sidewalk Infill	McCord Road to Trade Wind Street	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W46		Parrish Road to Hazeldell Avenue	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W49	Parrish Road Sidewalk Infill	South End Road to eastern terminus	Complete sidewalk gaps on both sides of the street	Long-term Phase 4
W50		Kolar Drive to Central Point Road	Complete sidewalk gaps on the south side of the street	Long-term Phase 4
W51	Buetel Road Sidewalk Infill	South End Road to western terminus	Complete sidewalk gaps on both sides of the street	Included with project D93
W52	Partlow Road Sidewalk Infill	South End Road to Central Point Road	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W53	Rose Road Sidewalk Infill	South End Road to Deer Lane	Complete sidewalk gaps on both sides of the street	Long-term Phase 4
W55	Lawton Road Sidewalk Infill	South End Road to Netzel Street	Complete sidewalk gaps on both sides of the street	Long-term Phase 4
W57	Canemah Road Sidewalk Infill	Warner Parrott Road to Telford	Complete sidewalk gaps on both sides of the street	Long-term

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
		Road		Phase 3
W58	Hood Street Sidewalk Infill	Linn Avenue to eastern terminus	Complete sidewalk gaps on both sides of the street	Long-term Phase 4
W59	Telford Road Sidewalk Infill	Ogden Drive to Holmes Lane	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W60	AV Davis-Ethel Street Sidewalk Infill	Holmes Lane to Leonard Street	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W61	Holmes Lane (west of Bell Court) Sidewalk Infill	Telford Road to Bell Court	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W63	Charman Avenue Sidewalk Infill	Linn Avenue to Electric Avenue	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W66	Warner Street Sidewalk Infill	Prospect Street to Molalla Avenue	Complete sidewalk gaps on the south side of the street	Long-term Phase 4
W67	Holmes Lane (east of Bell Court) Sidewalk Infill	Bell Court to Prospect Street	Complete sidewalk gaps on the north side of the street	Long-term Phase 3
W68	Pearl Street Sidewalk Infill	Linn Avenue to Eluria Street	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W69	Center Street Sidewalk Infill	Clinton Street to 1 st Street	Complete sidewalk gaps on both sides of the street	Long-term Phase 3
W71	15 th Street Sidewalk Infill	Harrison Street to Jefferson Street	Complete sidewalk gaps on both sides of the street	Long-term Phase 4
W72	Anchor Way Sidewalk Infill	18 th Street to Redland Road	Complete sidewalk gaps on east side of the street. A shared-use path will be added on west side per project S49.	Long-term Phase 4
Biking Solutions (see Figure 5)				
B4	Main Street Bike Lanes	Agnes Avenue to I-205 undercrossing	Add a bike lane to the west side of the street. A shared-use path will be added on east/north side per project S1	Long-term Phase 3
B7	Agnes Avenue Bike Lanes	Main Street to Washington Drive	Add bike lanes to both sides of the street	Long-term Phase 4
B8	Abernethy Road Bike Lanes	Washington Street to Redland Road	Add a bike lane to the south side of the street. A shared-use path will be added on the north side per project S2.	Long-term Phase 2

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
B9	Holcomb Boulevard (West of OR 213) Bike Lanes	Abernethy Road to OR 213 overcrossing	Add bike lanes to both sides of the street	Long-term Phase 2
B10	Forsythe Road Bike Lanes	Clackamas River Drive to Harley Avenue	Add a bike lane to the south side of the street. A shared-use path will be added on north side per project S7	Long-term Phase 4
B11	Clackamas River Drive Bike Lanes	Forsythe Road to UGB	Add bike lanes to both sides of the street	Long-term Phase 3
B13	Apperson Boulevard Shared Roadway	Forsythe Road to Holcomb Boulevard	Add wayfinding and shared lane markings	Long-term Phase 3
B14	Swan Avenue Bike Lanes	Forsythe Road to Holcomb Boulevard	Add bike lanes to both sides of the street	Long-term Phase 2
B15	Swan Avenue Shared Roadway	Holcomb Boulevard to southern terminus	Add wayfinding and shared lane markings	Long-term Phase 4
B16	Livesay Road Bike Lanes	Redland Road to Frank Avenue	Add bike lanes to both sides of the street	Long-term Phase 4
B17	Donovan Road Bike Lanes	Holly Lane to western terminus	Add a bike lane to the north side of the street. A shared-use path will be added on south side per project S12	Long-term Phase 4
B18	Morton Road Bike Lanes	Holly Lane to Swan Extension	Add bike lanes to both sides of the street	Long-term Phase 4
B19	Holly Lane Bike Lanes	Redland Road to Donovan Road	Add bike lanes to both sides of the street	Included with project D83
B20		Donovan Road to Maple Lane Road	Add a bike lane to the west side of the street. A shared-use path will be added on east side per project S13	Included with project D83
B21	Maple Lane Bike Lanes	Walnut Grove Way to UGB	Add bike lanes to both sides of the street	Included with project D84
B22	Thayer Road Bike Lanes	Elder Road to UGB	Add bike lanes to both sides of the street	Long-term Phase 3
B23	Loder Road Bike Lanes	Beavercreek Road and the Holly Lane Extension	Add a bike lane to the north side of the street. A shared-use path will be added on south side per	Included with project

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
			project S18.	D85
B24		Holly Lane Extension to the UGB	Add bike lanes to both sides of the street	Included with project D85
B25	High School Avenue Shared Roadway	Meyers Road to Glen Oak Road	Add wayfinding and shared lane markings	Long-term Phase 4
B26	Glen Oak Road Bike Lanes	Coquille Drive to Augusta Drive	Add bike lanes to both sides of the street	Long-term Phase 3
B27	Coquille Drive Shared Roadway	Glen Oak Road to Turtle Bay Drive	Add wayfinding and shared lane markings	Long-term Phase 4
B28	Chanticleer Drive Shared Roadway	North terminus to south terminus	Add wayfinding and shared lane markings	Long-term Phase 4
B30	Bertha Drive Bike Lanes	Clairmont Way to Gaffney Lane	Add bike lanes to both sides of the street	Long-term Phase 4
B31	Gaffney Lane Bike Lanes	Cokeron Drive to Glenview Court	Add bike lanes to both sides of the street	Long-term Phase 3
B34	Leland Road Bike Lanes	Kalal Court to UGB	Add bike lanes to both sides of the street	Long-term Phase 3
B36	Jessie Avenue Bike Lanes	Leland Road to Jessie Court	Add bike lanes to both sides of the street	Long-term Phase 4
B38	McCord Road Bike Lanes	Central Point Road to Leland Road	Add bike lanes to both sides of the street	Long-term Phase 2
B39	Pease Road Shared Roadway	Leland Road to Tidewater Street	Add wayfinding and shared lane markings	Long-term Phase 4
B40	Central Point Road Bike Lanes	Partlow Road to Swallowtail Place	Complete bike lane gaps on both sides of the street	Long-term Phase 2
B41		Parrish Road to Skellenger Way	Add bike lanes to both sides of the street	Long-term Phase 2
B43	Parrish Road Shared Roadway	South End Road to eastern terminus	Add wayfinding and shared lane markings	Long-term Phase 4
B44	Parrish Road Bike Lanes	Kolar Drive to Central Point Road	Add bike lanes to both sides of the street	Long-term Phase 4
B45	Buetel Road Bike Lanes	South End Road to western terminus	Add bike lanes to both sides of the street	Included

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
				with project D93
B46	Partlow Road Bike Lanes	South End Road to Central Point Road	Complete bike lane gaps on both sides of the street	Long-term Phase 2
B47	Rose Road Bike Lanes	South End Road to Deer Lane	Add bike lanes to both sides of the street	Long-term Phase 4
B48	Lawton Road Shared Roadway	South End Road to Netzel Street	Add wayfinding and shared lane markings	Long-term Phase 4
B49	Canemah Road Shared Roadway	Warner Parrott Road to Telford Road	Add wayfinding and shared lane markings	Long-term Phase 4
B50	Telford Road Shared Roadway	Charman Avenue to Holmes Lane	Add wayfinding and shared lane markings	Long-term Phase 3
B51	AV Davis-Ethel Street Shared Roadway	Holmes Lane to Leonard Street	Add wayfinding and shared lane markings	Long-term Phase 3
B52	Holmes Lane Shared Roadway	Telford Road to Linn Avenue	Add wayfinding and shared lane markings	Long-term Phase 4
B54	Brighton Avenue-Creed Street Shared Roadway	Charman Avenue to Waterboard Park Road	Add wayfinding and shared lane markings	Long-term Phase 3
B56	Pearl Street Shared Roadway	Molalla Avenue to Eluria Street	Add wayfinding and shared lane markings	Long-term Phase 3
B57	Center Street Shared Roadway	Clinton Street to 5 th Street	Add wayfinding and shared lane markings	Long-term Phase 3
B58	South 2 nd Street Shared Roadway	High Street to Tumwater Drive	Add wayfinding and shared lane markings	Long-term Phase 3
B59	5 th Street Shared Roadway	Washington Street to Center Street	Add wayfinding and shared lane markings	Long-term Phase 3
B61	Taylor Street Shared Roadway	7 th Street to 12 th Street	Add wayfinding and shared lane markings	Long-term Phase 3
B62	12 th Street Shared Roadway	Taylor Street to Washington Street	Add wayfinding and shared lane markings	Long-term Phase 3
B63	15 th Street Shared Roadway	Division Street to John Adams Street	Add wayfinding and shared lane markings	Long-term Phase 4
B64	Anchor Way Bike Lanes	18 th Street to Redland Road	Add a bike lane to the east side of the street. A	Long-term

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
			shared-use path will be added on west side per project S49.	Phase 2
Shared-Use Path Solutions (see Figure 6)				
S1	Main Street Shared-Use Path	Clackamette Park to 17 th Street	Add a shared-use path on the north/east side of the street	Long-term Phase 2
S2	Abernethy Road Shared-Use Path	Main Street to Redland Road	Add a shared-use path on the north side of the street from Main Street to Redland Road. Add a railroad gate at the 17 th Street rail crossing. Will require permission for an at-grade pedestrian and bicycle rail crossing.	Long-term Phase 3
S3	OR 99E Shared-Use Path	10 th Street to Railroad Avenue	Add a shared-use path on the west side of the street	Included with project D74
S4	Abernethy Creek Park Shared-Use Path	John Adams Street to 15 th Street	Add a shared-use path between John Adams and 15 th , with a bridge over the gully	Long-term Phase 4
S5	Abernethy Road-Clackamas River Drive Shared-Use Path	Abernethy Road to Clackamas River Drive	Add a shared-use path on the east side of the Abernethy-Washington extension and on the east side of the Washington Street realignment to Clackamas River Drive	Long-term Phase 2
S6	Redland Road Shared-Use Path	Abernethy Road to Livesay Road	Add a shared-use path on the west/south side of the street	Long-term Phase 2
S7	Forsythe Road Shared-Use Path	Clackamas River Drive to UGB	Add a shared-use path on the north side of the street	Long-term Phase 4
S8	Clackamas River Drive Shared-Use Path	OR 213 to Forsythe Road	Add a shared-use path on the west side of the street	Long-term Phase 2
S9	Swan-Livesay Shared-Use Path	Bonn Street to Livesay Road	Add a shared-use path between Swan and Livesay, with a bridge over the gully	Long-term Phase 4
S10	Redland-Holcomb Shared-Use Path	Redland Road to Holcomb Boulevard	Add a shared-use path along the north side of the gully from the Redland/Livesay to Holcomb/Oak Tree intersection	Long-term Phase 3
S11	Holcomb- Forsythe Road Shared-Use Path	Holcomb Boulevard to Forsythe Road	Add a shared-use path connecting the Redland-Holcomb Shared-Use Path to the Forsythe Road Shared-Use Path	Long-term Phase 4

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
S12	Redland-Holly Shared-Use Path	Redland Road to Holly Lane	Add a shared-use path along the east side of the gully between the Redland/Livesay and Holly/Donovan intersection. Will require a bridge over the gully south of Redland Road	Long-term Phase 2
S13	Holly Lane Shared-Use Path	Donovan Road to Maple Lane Road	Add a shared-use path on the east side of the street	Long-term Phase 2
S16	Loder-Timbersky Shared-Use Path	Loder Road to Timbersky Way	Add a shared-use path on the east side of the Holly Lane extension between Loder and Timbersky.	Long-term Phase 3
S17	Clairmont Drive Shared-Use Path	Beavercreek Road to UGB	Add a shared-use path on the north side of the Clairmont Drive extension between Beavercreek Road and the UGB.	Long-term Phase 3
S19	Meyers Road Extension Shared-Use Path	Holly Lane Extension to UGB	Add a shared-use path on the north side of the Meyers Road extension between the Holly Lane extension and the UGB.	Long-term Phase 3
S20	Timbersky Extension Shared-Use Path	Pebble Beach Drive to Meadow Lane Extension	Add a shared-use path on the east side of Beavercreek Road and the north side of the Timbersky Way extension between Pebble Beach Drive and the Meadow Lane Extension Shared-use Path	Long-term Phase 3
S21	Meadow Lane Extension Shared-use Path	Old Acres Lane to UGB (north of Loder Road)	Add a shared-use path on the east side of the Meadow Lane extension from Meadow Lane to the Glen Oak Road extension. Between the Glen Oak Road extension and the UGB (north of Loder Road) the shared-use path will run along the west side of the ridge	Long-term Phase 4
S22	Meyers-Beavercreek Shared-Use Path	Morrie Drive to Beavercreek Road	Add a shared-use path under the power lines between Morrie Drive and Beavercreek Road. Will require a portion of the parking lot between Molalla and Beavercreek	Long-term Phase 2
S23	Meyers Road Shared-Use Path	Meyers-Beavercreek Shared-Use Path to OR 213	Add a shared-use path on the south side of Meyers Road between the Meyers-Beavercreek Shared-Use Path and the Clackamas Community College Shared-use Path	Long-term Phase 3
S25	Falcon-Pompei Shared-Use Path	Falcon Drive to Naples Street	Add a shared-use path between Falcon Drive and	Long-term

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
			Naples Street	Phase 3
S26	Leland Road-Wesley Lynn Park Shared-Use Path	Leland Road to Wesley Lynn Park	Add a shared-use path between Leland Road and the Wesley Lynn Park Shared-Use Path	Long-term Phase 3
S27	Hillendale Park-Leonard Street Shared-Use Path	Hillendale Park Shared-Use Path to Leonard Street	Add a shared-use path along the western boundary of the Clackamas County Red Soils Campus	Long-term Phase 2
S28	Beavercreek-Hilltop Shared-Use Path	Beavercreek Road to Fox Lane	Add a shared-use path along the ridge connecting the Meyers-Beavercreek Shared-Use Path to Hilltop Avenue	Long-term Phase 3
S29	Fremont-Hiefield Shared-Use Path	Fremont Street to Hiefield Court	Add a shared-use path between Fremont Street and the Hillendale Park-Leonard Street Shared-Use Path	Long-term Phase 4
S30	Orchard Grove-Hazelnut Shared-Use Path	Orchard Grove Drive to Hazelnut Court	Add a shared-use path between Orchard Grove Drive and Hazelnut Court	Long-term Phase 3
S31	South End-Deer Lane Shared-Use Path	Deer Lane to Filbert Drive	Add a shared-use path between the Deer Lane extension and Filbert Drive	Long-term Phase 3
S32	Deer Lane Extension Shared-Use Path	Buetel Road to Deer Lane	Add a shared-use path on the west side of the Deer Lane extension	Long-term Phase 3
S33	Buetel-Kolar Shared-Use Path	Buetel Road to Kolar Drive	Add a shared-use path on the west/south side of the Deer Lane extension between Buetel Road and Kolar Drive	Long-term Phase 4
S34	OR 99E-Buetel Shared-Use Path	OR 99E to Buetel Road	Add a shared-use path between OR 99E and Buetel Road	Long-term Phase 3
S35	Canemah-Buetel Road Shared-Use Path	5 th Avenue to OR 99E-Buetel Road Shared-Use Path	Add a shared-use path connecting Canemah to the OR 99E-Buetel Road shared-use path	Long-term Phase 3
S37	OR 99E (south of Railroad Avenue) Shared-Use Path	Railroad Avenue to UGB	Add a shared-use path along the north side of the street. Rehabilitate existing boardwalk between South 2 nd Street and Hedges Street	Long-term Phase 2
S38	Singer Creek Park Shared-Use Path	Singer Creek Park to Electric Avenue	Add a shared-use path from Singer Creek Park to Electric Avenue	Long-term Phase 3
S39	Electric-East Shared-Use Path	Electric Avenue to East Street	Add a shared-use path from Electric Avenue to East Street	Long-term Phase 3
S40	Hood-Warner Shared-Use Path	Hood Street to Warner Street	Add a shared-use path from Hood Street to Warner Street	Long-term Phase 2

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
S41	Beavercreek-Laurel Shared-Use Path	Beavercreek Road to Laurel Lane	Add a shared-use path on the western edge of the cemetery, from Beavercreek Road to Laurel Lane	Long-term Phase 2
S42	Fox-Hillcrest Shared-Use Path	Fox Lane to Hillcrest Street	Add a shared-use path from Fox Lane to the Mountainview Cemetery	Long-term Phase 3
S43	Magnolia-Eluria Shared-Use Path	Magnolia Street to Eluria Street	Add a shared-use path between Magnolia Street and Eluria Street	Long-term Phase 3
S44	End of the Oregon Trail Shared-Use Path	Abernethy Road to east of the Abernethy-Washington Street extension	Add a shared-use path	Long-term Phase 3
S45	4 th Street Shared-Use Path	West of Jackson Street to east of Monroe Street	Add a shared-use path	Long-term Phase 3
S46	John Adams Shared-Use Path	10 th Street to west of 11 th Street	Add a shared-use path	Long-term Phase 3
S47	Barclay Park Shared-Use Path	Jefferson Street to John Adams Street	Add a shared-use path through Barclay Park	Long-term Phase 3
S48	Atkinson Park Shared-Use Path	17 th Street to 18 th Street	Add a shared-use path	Long-term Phase 4
S49	Anchor Way Shared-Use Path	18 th Street to Redland Road	Add a shared-use path on the west side of the street	Long-term Phase 4
S50	King Elementary School Shared-Use Path	South End Road to Woodfield Court	Add a shared-use path along the northern boundary of King Elementary School between Amanda Court and Woodfield Court	Long-term Phase 3
S51	Chanticleer-Coquille Shared-Use Path	Chanticleer Drive to Coquille Drive	Add a shared-use path between Chanticleer Drive and Coquille Drive	Long-term Phase 3
S52	Linn Avenue Shared-Use Path	Electric Avenue to Pearl Street	Add a shared-use path between Electric Avenue and Pearl Street	Long-term Phase 2
Transit Solutions				
T4	Oregon City TMA Startup Program	Oregon City Regional Center	Implements a transportation management association program with employers.	Long-term Phase 2
Street Crossing Solutions (see Figure 6)				
C1	Clackamette Drive Crossing	Clackamette Park overflow lot to the Clackamette Park entrance	Install crosswalk and pedestrian activated flasher on Clackamette Drive	Long-term Phase 3
C2	Main Street Crossing	I-205 Shared Use Path to south of	Relocate the existing crosswalk on Main Street	Long-term

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
		Main Street	approximately 175 feet southeast to align with the I-205 Shared Use Path. Install a pedestrian activated flasher.	Phase 4
C3	Holcomb/Front Family Friendly Route Crossing	Holcomb Boulevard/Front Avenue intersection	Install crosswalk and pedestrian activated flasher on Holcomb Boulevard	Long-term Phase 4
C4	Holcomb/Swan Crossing	Holcomb Boulevard/Swan Avenue intersection	Install crosswalk and pedestrian activated flasher on Holcomb Boulevard	Long-term Phase 4
C5	Holcomb Boulevard Shared-Use Path Crossing	Holcomb Boulevard/Oak Tree Terrace intersection	Install crosswalk and pedestrian activated flasher on Holcomb Boulevard	Long-term Phase 4
C6	Holcomb/Winston Crossing	Holcomb Boulevard/ Winston Drive intersection	Install crosswalk and pedestrian activated flasher on Holcomb Boulevard	Long-term Phase 4
C7	Redland Road Shared-Use Path Crossing	Redland Road/Livesay Road intersection	Install crosswalk and pedestrian activated flasher on Redland Road	Long-term Phase 2
C8	Holly Lane Shared-Use Path Crossing	Holly Lane/Donovan Road intersection	Install crosswalk and pedestrian activated flasher on Holly Lane	Long-term Phase 4
C9	Maple Lane Road Shared-Use Path Crossing	Maple Lane Road/Holly Lane intersection	Install crosswalk and pedestrian activated flasher on Maple Lane Road	Long-term Phase 2
C10	Thayer Road Shared-Use Path Crossing	Thayer Road/Holly-Thayer Shared-Use Path intersection	Install crosswalk and curb extensions on Thayer Road	Long-term Phase 4
C12	Beavercreek Road/Pebble Beach Drive Shared-Use Path Crossing	Beavercreek Road/ Pebble Beach Drive intersection	Install crosswalk and pedestrian activated flasher on Beavercreek Road	Long-term Phase 4
C13	Meyers Road Extension/Loder Road Extension Shared-Use Path Crossing	Meyers Road Extension/Loder Road Extension intersection	Install crosswalk and pedestrian activated flasher on Meyers Road	Long-term Phase 3
C14	Glen Oak Road Shared-Use Path Crossing	Glen Oak Road/Loder Road Extension intersection	Install crosswalk and curb extensions on Glen Oak Road	Long-term Phase 4
C15	Meyers Road Shared-Use Path Crossing	Meyers Road/Moccasin Way intersection	Install crosswalk and pedestrian activated flasher on Meyers Road	Long-term Phase 3
C16	Clairmont Way Family Friendly Route Crossing	Clairmont Way/Eastborne Drive intersection	Install pedestrian activated flasher at the existing crosswalk on Clairmont Way near Eastborne Drive	Long-term Phase 3
C17	Leland Road Family Friendly Route Crossing	Leland Road/Reddaway Avenue intersection	Install pedestrian activated flasher at the existing crosswalk on Leland Road at Reddaway Avenue	Long-term Phase 2
C18	Meyers Road Family Friendly Route Crossing	Leland Road/Hiefield Court intersection	Install crosswalk and pedestrian activated flasher on Leland Road	Long-term Phase 4

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
C19	Warner Milne Road Shared-Use Path Crossing	Warner Milne Road/ Hillendale Park-Leonard Street Shared-Use Path intersection	Install crosswalk and pedestrian activated flasher on Warner Milne Road	Long-term Phase 2
C20	Hampton Drive Family Friendly Route Crossing	Central Point Road/Hampton Drive intersection	Install crosswalk and pedestrian activated flasher on Central Point Road	Long-term Phase 3
C21	Hazelnut Court Family Friendly Route Crossing	Central Point Road/ Hazelnut Court intersection	Install crosswalk and curb extensions on Central Point Road	Long-term Phase 3
C22	Deer Lane Extension Shared-Use Path Crossing	South End Road/Deer Lane Extension intersection	Install crosswalk and pedestrian activated flasher on South End Road	Long-term Phase 4
C23	Buetel Road/Deer Lane Extension Shared-Use Path Crossing	Buetel Road/Deer Lane Extension intersection	Install crosswalk and curb extensions on Buetel Road	Long-term Phase 3
C24	Filbert Drive Family Friendly Route Crossing	South End Road/Filbert Drive intersection	Install crosswalk and pedestrian activated flasher on South End Road	Long-term Phase 3
C25	Warner Parrot/Boynton Family Friendly Route Crossing	Warner Parrot Road/Boynton Street intersection	Install crosswalk and pedestrian activated flasher on Warner Parrot Road	Long-term Phase 2
C26	South End/Amanda Family Friendly Route Crossing	South End Road/Amanda Court intersection	Install pedestrian activated flasher at the existing crosswalk on South End Road at Amanda Court	Long-term Phase 2
C27	OR 99E-Buetel Shared-Use Path Crossing	OR 99E-Buetel Road Shared-Use Path intersection	Install crosswalk and pedestrian activated flasher on OR 99E	Long-term Phase 4
C28	AV Davis Road Crossing	Linn Avenue/AV Davis Road intersection	Install a pedestrian activated flasher at the existing crosswalk on Linn Avenue at AV Davis Road	Long-term Phase 2
C29	Holmes/Leonard Family Friendly Route Crossing	Holmes Lane/Leonard Street intersection	Install crosswalk and pedestrian activated flasher on Holmes Lane	Long-term Phase 2
C30	Barclay Hills Drive Crossing	Molalla Avenue/Barclay Hills Drive intersection	Install a pedestrian activated flasher at the existing crosswalk on Molalla Avenue at Barclay Hills Drive	Long-term Phase 4
C31	Park Drive Crossing	Linn Avenue/Park Drive intersection	Install a pedestrian activated flasher at the existing crosswalk on Linn Avenue at Park Drive	Long-term Phase 2
C32	Electric Avenue Family Friendly Route Crossing	Linn Avenue/Electric Avenue	Install crosswalk and pedestrian activated flasher on Linn Avenue	Long-term Phase 2
C33	JQ Adams/5 th Family Friendly Route Crossing	5 th Street/JQ Adams Street intersection	Install crosswalk and pedestrian activated flasher on 5 th Street	Long-term Phase 4
C34	Jackson/7 th Family Friendly Route Crossing	7 th Street/Jackson Street intersection	Install crosswalk and pedestrian activated flasher on 7 th Street	Long-term Phase 2

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
C36	Jerome Street Crossing	OR 99E/Jerome Street	Install crosswalk and pedestrian activated flasher on OR 99E in Canemah	Long-term Phase 2
Family-Friendly Routes (see Figure 4 or 5)				
FF1	John Adams Family Friendly Route	Abernethy Road to Abernethy Creek Park	Add sidewalks on both sides of the street. Add wayfinding and shared lane markings	Long-term Phase 4
FF2	Front Avenue Family Friendly Route	Forsythe Road to Holcomb Boulevard	Add sidewalks on the east side of the street. Add wayfinding, traffic calming and shared lane markings	Long-term Phase 3
FF3	Cleveland Street Family Friendly Route	Apperson Boulevard to Swan Avenue	Add sidewalks on both sides of the street. Add wayfinding and shared lane markings	Long-term Phase 3
FF4	Jacobs-Beemer Family Friendly Route	Holcomb Boulevard to Redland-Holcomb Shared-Use Path	Add sidewalks on both sides of the street. Add wayfinding and shared lane markings	Long-term Phase 4
FF5	Glen Oak-Chanticleer Drive Family Friendly Route	Glen Oak Road to Chanticleer Drive	Add wayfinding and shared lane markings. Includes street extensions between Glen Oak Road and Chanticleer Place, and Chanticleer Place and Chanticleer Drive.	Long-term Phase 4
FF6	Coquille-Beavercreek Road Family Friendly Route	Coquille Drive to Beavercreek Road	Add wayfinding and shared lane markings. Route via Turtle Bay Drive, Torrey Pines Drive and Pebble Beach Drive.	Long-term Phase 4
FF7	Falcon Drive Family Friendly Route	Gaffney Lane to Falcon-Pompei Shared-Use Path	Add sidewalks on both sides of the street. Add wayfinding and shared lane markings	Long-term Phase 3
FF8	Pompei Drive-Naples Street Family Friendly Route	OR 213 to Falcon-Pompei Shared-Use Path	Add wayfinding and shared lane markings. Route via Sebastian Way, Pompei Drive, Sandra Loop and Naples Street	Long-term Phase 3
FF9	Hillendale Park to Gaffney Lane Elementary Family Friendly Route	Hillendale Park to Gaffney Lane Elementary Shared-Use Path	Add sidewalks on both sides of the street. Add wayfinding and shared lane markings. Route via Eastborne Way, Clairmont Way, Wassail Lane, and Roseberry Avenue	Long-term Phase 3
FF10	Frontier Parkway Family Friendly Route	Wesley Lynn Park to Meyers-Beavercreek Shared-Use Path	Add sidewalks on both sides of the street. Add wayfinding and shared lane markings. Route via Frontier Parkway and Morrie Drive	Long-term Phase 3
FF11	Hiefield Court Family Friendly Route	Leland Road to Hillendale Park-Leonard Street Shared-Use Path	Add sidewalks on both sides of the street. Add wayfinding and shared lane markings	Long-term Phase 2

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
FF12	Hilltop Avenue Family Friendly Route	Fox Lane to Beavercreek-Hilltop Shared-Use Path	Add sidewalks on both sides of the street. Add wayfinding and shared lane markings. Route via Hilltop Avenue and Fox Lane	Long-term Phase 4
FF14	McCord-Leland Family Friendly Route	Orchard Grove Drive to Fremont Street	Add sidewalks on both sides of the street. Add wayfinding, traffic calming and shared lane markings. Route via Pease Road, Tidewater Street and Fremont Street	Long-term Phase 2
FF15	Orchard Grove Family Friendly Route	Orchard Grove-Hazelnut Shared-Use Path to McCord Road	Add wayfinding and shared lane markings. Route includes Orchard Grove Drive	Long-term Phase 2
FF16	Central Point-South End Family Friendly Route	Central Point Road to South End Road	Add wayfinding and shared lane markings. Route includes Filbert Drive, Hazel Grove Drive, Hazelnut Avenue, Geranium Place and Kolar Drive	Long-term Phase 3
FF17	Deer Lane Family Friendly Route	Rose Road to South End-Deer Lane Shared-Use Path	Add sidewalks on both sides of the street. Add wayfinding, traffic calming and shared lane markings. Route via Deer Lane.	Long-term Phase 2
FF18	Rose-Amanda Family Friendly Route	Rose Road to Amanda Court	Add sidewalks on both sides of the street. Add wayfinding, traffic calming and shared lane markings. Route via Madrona Drive, Lafayette Avenue, Lawton Road, Netzel Street and Amanda Court. Route includes Madrona Drive extension to Rose Road	Long-term Phase 2
FF21	Canemah Family Friendly Route	Old Canemah Park to Cemetery Road	This site is located within the Canemah National Register District. Add wayfinding and shared lane markings. Add a walking path on one side of the street, if approved by the Historic Review Board. Route via 5 th Avenue, Blanchard Street, 4 th Avenue, Ganong Street and 3 rd Avenue	Long-term Phase 4
FF22	Tumwater-South 2 nd Family Friendly Route	Waterboard Park to Tumwater-4 th Shared-Use Path to McLoughlin Promenade	Add sidewalks on both sides of the street. Add wayfinding and shared lane markings. Route via Tumwater Drive, South 2 nd Street and Waterboard Park Road	Long-term Phase 4
FF24	Leonard-Bell Family Friendly Route	Williams Street to northern terminus of Bell Court	Add sidewalks on both sides of the street. Add wayfinding and shared lane markings. Route via Leonard Street and Bell Court	Long-term Phase 3

Table 2: Not Likely to be Funded Transportation System

Project #	Project Description	Project Extent	Project Elements	Priority
FF25	Hillcrest-Magnolia Family Friendly Route	Fox-Hillcrest Shared-Use Path to Magnolia-Eluria Shared-Use Path	Add sidewalks on both sides of the street. Add wayfinding and shared lane markings. Route via Mountainview Cemetery, Hilda Street, Duane Street, Barclay Hills Drive and Magnolia Street.	Long-term Phase 4
FF26	Warner-Holmes Family Friendly Route	Kamm Street to Holmes Lane	Add sidewalks on both sides of the street. Add wayfinding and shared lane markings. Route via Warner Street and Prospect Street	Long-term Phase 4
FF27	Electric-5th Family Friendly Route	Electric-East Shared-Use Path to 4 th /5 th Street	Add sidewalks on both sides of the street. Add wayfinding and shared lane markings. Route via East Street, 4 th Street and Jackson Street	Long-term Phase 2
FF28	Eluria Street Family Friendly Route	Division Street to Pearl Street	Add sidewalks on both sides of the street. Add wayfinding and shared lane markings	Long-term Phase 4
FF29	Jackson Street Family Friendly Route	5 th Street to 17 th Street	Complete sidewalk gaps. Add wayfinding, traffic calming and shared lane markings. Route via JQ Adams Street, 6 th Street and Jackson Street	Long-term Phase 4
FF30	9 th -Lincoln Street Family Friendly Route	Division Street to John Adams Street	Complete sidewalk gaps. Add wayfinding, traffic calming and shared lane markings	Long-term Phase 4
FF31	4 th Street Family Friendly Route	Jackson Street to McLoughlin Promenade	Add wayfinding and shared lane markings	Long-term Phase 2
FF32	John Adams-Jefferson Street Family Friendly Route	Waterboard Park Road to 15 th Street	Complete sidewalk gaps. Add wayfinding and shared lane markings	Long-term Phase 2
FF33	18 th Street Family Friendly Route	Anchor Way Shared-Use Path to McLoughlin Avenue	Complete sidewalk gaps. Add wayfinding and shared lane markings	Long-term Phase 4



LAND USE APPLICATION TRANSMITTAL – RESPONSE FORM

Date: 9/15/21

Land Use Application File Number: LEG-21-00003

NAME: Mike Roberts

AGENCY: City of Oregon City Building Division

EMAIL ADDRESS: mroberts@orccity.org

The land use application material is referred to you for your information, study and official comments. Your recommendations and suggestions will be used to guide the Planning staff when reviewing this proposal. If you wish to have your comments considered and incorporated into the staff report, please return a copy of this form to facilitate the processing of this application and to ensure prompt consideration of your recommendations.

Please check the appropriate spaces below.

X

The proposal does not conflict with our interests.

The proposal conflicts with our interests for the reasons attached. (Please attach additional information)

The proposal would not conflict our interests if the changes noted below or attached are addressed.

Please add any specific comments below or attach a separate document with more information.

CONTACT THE PLANNING DIVISION IF YOU HAVE ANY QUESTIONS ABOUT THIS APPLICATION

September 27, 2021

RE: LEG-21-00003: Adoption of Park Place Urbanization Study, an amendment to the Transportation System Plan

Survey answers re: Future Sidewalk plans for Swan Avenue/Cleveland Street. (These are considered part of Phase 1 as a priority location.)

Current property on corner of Swan Ave and Cleveland Streets: 16251 Swan Avenue; Oregon City, OR 97045.

Owner(s): Della M Riggs and John L Riggs Jr (deceased); Daughter/POA Geneava Riggs Butterfield

Dear Commissioner:

Per the Urbanization Study, this corner lot property is planned to have sidewalks on two sides of the property: along Swan Avenue and Cleveland Streets.

This lot (with a house and a detached three car garage) has a 15-20 foot set back from Swan Avenue. With this same setback on Cleveland Street, this address and that of the Ray Laster's (our neighbor on Cleveland St) will have sidewalks right up to the houses.

There is an additional back lot (with a metal barn) along the creek on Cleveland Street. The creek is at the bottom of the roadway, and halfway down on our section of Cleveland Street.

Very few people walk on this part of Cleveland Street because it has a downhill, then uphill slope. It is not really safe for amateur bicyclists either. There is a creek at the bottom with a large concrete pipe under the roadway and through the culvert, and the roadway narrows at this bottom of the hill. It's not a wide roadway, and at that part, doesn't seem like a very feasible undertaking at this point.

On the other hand, the Oregon City View Manor housing project was built with approximately 100 homes. My parents and others in the neighborhood were told the housing project was going to put in street side sidewalks on their side of Swan Ave 55 YEARS AGO. They haven't been built yet and are way overdue. This side of Swan has more potential foot traffic, and is a better candidate for sidewalks at this time.

When the house was built in 1964: the plans for the house were to have the house built on the back part of the property, away from the streets, for privacy. The County decided that 1) future sewer and electric lines would not allow the house in the planned area, and 2) that piece of land is part of the Barlow Road and couldn't be built on historic property. (How the wagons hop skipped along Forsythe and Holcomb to only a few places along the actual Barlow Road have never been explained to us.) The County changed the lot plans and had the house foundation put up on the corner next to the streets. A complete flip of the blueprint. When my parents tried to sue the Contractor (also because the house was

built on top of an underground spring, which caused the basement to flood for several years), they found out he declared bankruptcy.

Our personal Concerns:

1. Owner Della Riggs is unable to walk well. There are three stairs on her front porch. She has problems using them. When checking on getting a temporary ramp for her (she is 82 years old), we were told by the salesperson we would need to contact Planning for a permit. When we contacted Planning (three times), we were told that 1) if we put in a ramp for her, she would be required to put in sidewalks. The sidewalk on Swan Ave would go directly up to her porch and extend nearly halfway down the block...for a temporary ramp. Also, there would be no room allowance for a ramp due to the setback. There might be ADA allowances for this, and 2) and with sidewalks going up to her porch (facing Swan Ave) and side wall (facing Cleveland St), she/we will lose all privacy.
2. On Cleveland Street: the only driveway access to her backyard (and the detached garage) is via a driveway on the Barn property. If she sells the barn property, in order to pay for the sidewalks that, per Planning, she is expected to pay for, she is not allowed to put in a driveway to her detached garage, because the sidewalks "won't allow it". So ANY changes she makes to property: a ramp to get in/out of her house safely, or adding a driveway for accessibility for her own structures that Planning permitted years ago won't be allowed now.
3. Also, there are at least four large and mature trees (three are co-owned with the City) within the path of the future sidewalk. She is supposed to tear these 70+ years old trees down.

We understand and accept "progress", but ask for more time for us to work with the City Planning and Public Works departments to determine the best way to handle these valid concerns. We are hoping there is a Grandfather clause of some sort, especially since this address is dealing with issues created by the COUNTY so many years ago. We do not believe this corner of Swan and Cleveland, and the portion of Cleveland Street down near the creek should be considered part of the Phase 1 process.

Thank you for your time and consideration.

Geneava Riggs Butterfield (Daughter/POA for Della Riggs)

16251 Swan Ave, Oregon City OR 97045 (503-724-8601/503-557-8557)

Oregon City Planning Commission
Meeting of September 27th, 2021

RE: Testimony of Christine Kosinski, Unincorporated Clackamas County

Agenda Item 1 – LEG 21-00003 Adoption of Park Place Urbanization Study, an Amendment to the Transportation System Plan

To be honest, there are many reasons why the Adoption of the Park Place Urbanization Study should not be approved. My reasons are many and listed below,

Public Engagement Process and Public Outreach – have been inadequate as NO, not all citizens that will be affected by the Park Place Concept Plan were invited to attend. I find it appalling that the City continues to ignore the hundreds of homeowners on Holly Ln as these will be the people dramatically affected by this development, and I will say also, the homeowners living on Trailview Dr. where you have planned to develop the Holly Ln Extension, totally against the will of the people. I wonder if DLCD would be interested in knowing the total impacts to these people which the City continues to keep “in the dark” and have not been forthcoming in telling these homeowners the whole truth.

Does the City plan to “spring” this on the homeowners at a time when all their concerns and/or choices are gone? Let me tell you, this development is going to have life altering affects upon everyone living on Holly Ln, as well as the homeowners living on Trailview Dr. where you have planned to build the Holly Ln. extension. This roadway will be very close to these homes. Please read the Internet on “Health Affects for people living on roads where they will be faced with much harm from the many pollutants spilling from cars driving their road every day, 24/7. There is NO shortage of articles bringing attention to these health concerns, such as, Cancer, Asthma, Impaired Lung Function, Premature Death, Cardiovascular Diseases, COPD, Diabetes, Poisoning, Heart Disease, Birth Defects, eye disease, Parkinson's and Multiple Sclerosis disease, just to mention a few. For homeowners living within 100 to 500 meters from the road, this is especially disastrous, and this is their future, this is what the City and developer are giving the homeowners on Holly Ln and Trailview Dr., a lifetime of illness.

According to the EPA, motor vehicles cause 75% of the Carbon Monoxide pollution in the U.S. Consider the typical passenger vehicle emits about 4.6 metric tons of carbon dioxide per year. If you want to figure this per mile, the typical vehicle emits about 404 grams of CO2 per mile. Air pollution is one of the world's leading risk factors for deaths, with air pollution attributing about 9% of deaths globally, and it also is one of the leading risk factors for disease burden,.

So yes, I am very concerned when I read statistics like these. First of all, the people of Holly Ln are very much against what this development will do to them, their children and families. Read the diseases above that the Park Place Concept Plan will give to them. Do you call this Fair? And how can the City go to DLCD and say they Comply with our Statewide Land Use Goals? This is about as far as non-compliance gets.

Now, I would like to address further issues for both Holly Ln and the homeowners presently living on Trailview Dr. who will have the Holly Ln extension in their backyards. These homeowners will suffer the same health issues, breathing pollution 24/7 takes a toll on our bodies. Now add to this the City and developer propose even more homes than anticipated in the original Concept Plan in 2007, they want to add 300 more homes which counts for the addition of 3000 more trips per day! In the Kittleson and Associates traffic report of May 21, 2007, at that time they already cite the Park Place Concept Plan is expected to generate approximately 22,990 NEW weekday daily trips. This is terrible, exactly how many trips per day does the City now, currently, plan to choke down Holly Ln?

I'm not finished yet, all homeowners living within one mile of Oak Tree Terrace will not be able to get Landslide Insurance, and NONE of the homeowners on Holly Ln, nor in Park Place, will be able to get coverage either. This is because Landslide Insurance doesn't exist any longer since the floods of 1996.

Now I ask you to read about Landslides in the current 2004 edition of your Comprehensive Plan. Note that the Comprehensive Plan speaks to the problem of "heavy traffic" and how it can re-activate landslides. Both the landslide on Oak Tree Terrace as well as the many slides lining Holly Ln, sit in a landslide area with High Susceptibility to re-activate. The Park Place Concept Plan is putting a huge burden on the people of Holly Ln as well as the homeowners living on Trailview Dr. We're all going to lose a plethora of sleep, we can't get any insurance coverage for landslides and now we all can look forward to a much shorter lifespan and it's all because the government and developer are more interested in making money than they are interested in caring for the people.

If the City somehow continues to approve this dense development in a landslide area, this means that the homeowners on Holly Ln as well as the homeowners on Trailview Dr (where the Holly Ln extension will come up alongside their homes and connect to Jada), these homeowners will have to monitor their homes and surrounding property for landslide activity since this heavy traffic will vibrate these homes 24/7. They will have to monitor for newly cracked pavement, foundation, support walls and sidewalks, tilted or cracked chimney's, check for doors and windows that stick or jam, watch for outside walls, walkways or stairs that start pulling away from the house, watch for soil that moves away from the foundation. They will have to check plumbing and gas lines for leaks, cracks in the ground, tilted trees, springs or saturated soil in areas typically dry. If any of these occur, they will have to be reported to the City for mitigation. This places a huge amount of pressure and legal issues upon the homeowner, the developer, and the City, and should I mention the huge costs to repair landslides and/or pay for homes that are crumbling away due to heavy vibrations from huge traffic. Let's face it, the City TSP has more than 100 roads aimed right at Holly Ln so motorists can get down the hill to reach the I-205, a very diabolical plan for a City that failed the people when it did not build the grade separated intersection at Hwy 213 and Beavercreek roads, when funds were easily available. Traffic belongs on the Major Arterials, not down residential streets where the people are so heavily affected.

Funding is a catastrophic problem for the City in trying to develop the Park Place Concept Plan, and it will remain so for years to come as our world grapples with the many losses caused by the Covid pandemic, and as well, our Federal Government will have no money to lend for quite some time. If the City does not have the funding, this project needs to stay on the shelf. This will give the City time to develop a much better transportation system than the one currently in place that simply will never work as it is patchwork, piecemeal and poorly planned. I also noted that the City shows a map, on Pg. 21 of the Park Place Urbanization Study, where a multitude of projects in the TSP need improvement, but are not likely to be funded. Again, no money to develop correctly. This is no way to develop.

I would like to briefly touch on the plans for the Swan Rd extension, the Holly Ln extension, the wetlands where the City plans to bring Swan Rd up parallel to Holly and connect Swan to Morton Rd. This will never happen, not enough money to bring Swan down to Redland Rd due to the tremendous landslides below, a bridge is needed and never enough money will be available. DOGAMI has stated in the past, that building over wetlands is much more difficult than building over a landslide. Lastly, you need to read the “Thesis” from Bill Burns of DOGAMI, where he speaks to the many difficulties caused by the Morton Rd-Hwy 213 Landslide, cautioning about any future development.

Here are Goals the City cites in their urbanization study, stating they Comply, but they don't because,

Goal 2.4, City does not comply as livability at it's poorest, in fact, there is none.

Goal 6.1.4 City does not comply as Air Quality actually continues to fail. Within the boundaries of the plan, literally hundreds and hundreds of trees have previously been cut down. Trees give us life, in one year a mature tree will absorb more than 48 lbs. of Carbon Dioxide and will release Oxygen in exchange. The many trees cut down in the Park Place area, have now created Heat Islands.

Goal 7.1, City does NOT comply, it is NOT protecting people & their property in hazardous areas.

Goal 1, City does NOT comply, very poor outreach to the people. Goal 1 requires that jurisdictions apply “appropriate safeguards” when planning for development there. In fact there are NO safeguards for the people, rather the people are being put into harm's way.

Goal 12, City fails to develop a safe TSP-Goal 12.5, City fails TSP improvements-Goal 12.6.2, City fails to ensure travel in congested areas, in fact, the opposite is happening, congestion getting worse.

The City does not comply with it's own “Oregon City Natural Hazards Mitigation Plan”, and fails almost all requirements. One example is found on Page OC-46, under the heading **Ideas for Implementation**, “Use the Mitigation plan to help the City's Comprehensive Land Use Plan meet State Land Use Planning Goal 7, designed to protect life and property from natural disasters and hazards through planning strategies that restrict development in areas of known hazards.” This is not happening, and why?

The City does not comply with the DLCD-DOGAMI Landslide Hazards guidelines. One example can be found on Pg. 41 (B) Goal 7 – Areas subject to Natural Hazards. “Section A **REQUIRES** local governments to adopt comprehensive plans and implementation measures for reducing risk to people and property from a minimum (landslides, earthquakes and related hazards.” Throughout this 146 pg. Document, you will read over and over, “to avoid development in hazard areas where risk cannot be mitigated”, and that development cannot put people & their property in harm's way. In fact, they go on say “local jurisdictions must analyze the trade-offs inherent in working to reduce and minimize potential damage to life, property, and the environment which may result in locating development in or away from hazards area.”

The **safety of the people should never be compromised**, however as I have read over the Park Place Urbanization Study”, there are red flags everywhere. The people, especially on Holly Ln and Trailview Dr, are being seriously compromised, this plan should not go forward. Perhaps DLCD and FEMA should hear the people on this proposed development that will gridlock our streets forever and bring much harm to the homeowners, children, and families that live on Holly Ln and in the Park Place area. I think they should be invited to a meeting!



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 1/5/2022
From: Interim Community Development Director, Aquilla Hurd-Ravich

SUBJECT:

House Bill 2006 Shelter Siting Application Criteria Selection

STAFF RECOMMENDATION:

Staff recommends reviewing the menu of potential additional application criteria and directing staff to amend the application.

EXECUTIVE SUMMARY:

On November 3, 2021 staff gave an update on the implementation of House Bill 2006, legislations that authorizes cities to allow emergency shelter siting. The Commission reviewed a draft application, developed by City staff, which addressed criteria set out in legislation that must apply to emergency shelters. After hearing feedback from the Commission, staff and both the City Attorney and Assistant City Attorney discussed potential additional application criteria, and the legal risks, the Commission could choose to add to the application to address concerns about neighborhood compatibility. These options are included as an attachment to this staff report. Staff modified the draft application to require an emergency shelter to provide a contact number for the public to use if needed. The revised application is also attached.

House Bill 2006 temporarily allows certain qualifying providers to develop emergency shelters in existing buildings or on vacant lands without the need for any land use approval, except for natural resource or geologic hazard overlays.

BACKGROUND:

House Bill 2006 temporarily allows certain qualifying providers to develop emergency shelters in existing buildings or on vacant lands without the need for any land use approval, except for natural resource or geologic hazard overlays. The statute provides:

A local government shall approve an application for the development or use of land for an emergency shelter, as defined in section 2 of this 2021 Act, on any property, notwithstanding ORS chapter 195, 1097, 197A, 215 or 227 or any statewide plan,

rule of the Land Conservation and Development Commission or local land use regulation, zoning ordinance, regional framework plan, functional plan or comprehensive plan, if the emergency shelter: [complies with certain conditions]

This law requires the City to approve an emergency shelter application under HB 2006 so long as the application complies with the criteria contained within the new law. The right to public comment, a hearing, or appeal are not allowed. The City does not have discretion to review or otherwise deny this application for reasons not specified in the law.

The City used examples from the cities of Bend and Eugene for examples of clear and objective criteria to allow shelters under HB 2006. The Planning Division will review all applications submitted in accordance with the House Bill. Approval requires demonstration of compliance with a variety of criteria including:

- A location within a close proximity of a bus stop with daily service, commercial/medical services, or transportation to commercial/medical services
- A location actively served by Police, Fire, Emergency Services, City/CRW Water, City Sewer, and Electricity
- Health and safety protocols related to COVID-19 or other public health concerns.
- A shelter code of conduct or screening policy for clients.
- A 24 hour phone number for the community

The review will require the applicant to submit a completed application form as well as supplemental documentation such as a floorplan and proof of access to commercial/medical services. Upon receipt of the application, inspection and approval is required from the Building Division as well as Clackamas Fire.

The clarification of the House Bill is timely because on September 23, 2021, the City received an application seeking approval for an Emergency Shelter under House Bill 2006. The Planning Department will process the request pursuant to the application requirements and guidance.

OPTIONS:

1. Choose additional application criteria and direct staff to amend the HB 2006 Shelter Siting application.
2. Do not amend the HB 2006 Shelter Siting application.



MEMORANDUM

TO: Honorable Mayor Lyle-Smith and City Commission
FROM: Carrie A. Richter
DATE: December 28, 2021
RE: Follow-up on HB 2006 Super-Siting Emergency Shelters

INTRODUCTION

In November the City Commission received a staff briefing regarding recent changes in state law authorizing the super-siting of emergency shelters, known as HB 2006. Staff shared its draft application form and submittals packet required for establishing an “emergency shelter” under this new law. The Commission expressed some concern that the draft application failed to adequately consider and address public or neighborhood safety and livability impacts resulting from the siting of an emergency shelter. As such, the Commission asked for additional follow-up from the City Attorney’s office that might respond to some of these concerns.

HB 2006 BACKGROUND

Without restating too much of the detail already provided, the intent of HB 2006 was to temporarily make it easier to locate emergency shelters, in both new and existing buildings, throughout the state. This is accomplished by “waiving” land use planning, design and zoning requirements that would otherwise apply to such proposal. Although these barriers are removed, the legislature sought to ensure the success of such shelters by requiring experienced operators, compliance with all building and mechanical code obligations, and adequate transportation access to services.

This law requires the City to approve an emergency shelter application under HB 2006 so long as the application complies with the criteria contained within the new law. The City does not have discretion to review or otherwise deny this application for reasons not specified in the law.

WHAT QUALIFIES AS AN “EMERGENCY SHELTER?”

As the Commission is aware, a qualifying “emergency shelter” includes “a building or cluster of buildings that provides shelter on a temporary basis for individuals and families who lack permanent housing.” A question came up about the meaning of the term “temporary” in this definition and whether it refers to the functioning of the shelter itself, or the length of stay for shelter clients.

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Nothing in the language of HB 2006 suggests any temporal limitation in the existence of a shelter or any limitation in the extent to the seasons, days or hours of operation, subject to the criteria set forth in the law. To the contrary, by allowing applications that may have been filed and not yet approved by the sunset date of HB 2006 (July 1, 2022), suggests that emergency shelters authorized under HB 2006 may operate at whatever level otherwise complies with the law and may do so in perpetuity. In other words, the use of the word “temporary” in the description of the bill relates to the status of the residents – when the bill uses the term “shelter on a temporary basis,” it appears to be referring to individual or family and how long they may require accommodation. Presumably this period could be for a few hours, a number of days or perhaps months.

HOW CAN THE CITY ENSURE THE SAFETY AND LIVEABILITY FOR SURROUNDING NEIGHBORS AS WELL?

As the Commission is also aware, one of the criteria for approving an emergency shelter is that the shelter “[w]ill not pose any unreasonable risk to public health or safety.” The measure does not define or otherwise offer any examples of what qualifies as “unreasonable risk to public health or safety.” The legislative history does not suggest any contemplation of impacts to neighboring uses. For example, the testimony provided by the Oregon Housing Alliance in favor of the bill states that:

“The proposal includes important sideboards to ensure that the shelter space is adequate and protects occupants from health or safety concerns, and ensures the organization operating the shelter is qualified or is partnering with an experienced shelter provider.”

This suggests that the health and safety objectives are directed at protecting the shelter occupants. Again, although not expressly discussed, presumably, a shelter that operates consistent with the conditions set forth in the law - the referenced “sideboards,” would adequately protect neighboring uses as well.

Enforcement of Existing Ordinances.

The City currently has a robust series of regulations in place to address chronic nuisance property in OCMC Chapter 8.32. These regulations are intended to control properties that generate nuisances that affect people and property within two hundred feet of a problem property. OCMC 8.32.010. The list of qualifying nuisance-related activities includes assault, harassment, theft, alcohol or controlled substance violations, public indecency, and offensive littering. Where evidence of such activities have occurred, OCMC 8.32 sets forth a process that is initiated by the Chief of Police that may result in court proceedings seeking summary closure of the use.

Application Requirements.

One of the things that the City has added as part of the application submittal requirements is the property must be posted with a sign including a telephone number for reaching shelter operations personnel for use by the public. This number must be answered in person or messages returned within the hour

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between 9:00 AM – 5:00 PM on business days or at any time that a shelter is open to accommodate clients.

The application materials should also provide notice to prospective shelter operators that the City does not tolerate nuisance-related behavior and that chronic violations from shelter clients can result in court proceedings, civil penalties, fines or shelter closure. Reliance on these chronic nuisance provision for enforcement does provide a structure for proceeding with enforcement that affords due process, is remedial in nature and does not single out emergency shelter operations as different from any other types of uses.

Additional Criteria.

As noted above, one of the motivations for adopting HB 2006 was to eliminate zoning and planning requirements that would otherwise limit or prohibit the establishment of emergency shelters. However, in discussions with city staff, this office has identified several additional measures that could proactively limit shelter operations throughout the City, although these options may carry some significant risk. One option might be to limit the total shelter capacity within the City to some proportionate share of Oregon City population that matches with the percentage of houseless individuals throughout the state or the Portland metropolitan area. Perhaps there might be some way to allocate that percentage throughout the City through multiple small-scale shelters rather than one larger one.

Another option might be to require emergency shelter applicants to submit a letter from the police department regarding its previous record in operating shelters. HB 2006 requires shelter operators to either be a local government or to have at least two years of experience operating a shelter. To the extent the operator of the proposed shelter is not a local government, it must have a history of operations and, to the extent it has nuisance violations, the City may be able to treat those violations similarly to the concerns in a chronic nuisance situation. However this criteria would not necessarily apply to a local government, who need not have any previous experience, in order to operate a shelter. In those cases, such a letter of qualification likely could not be procured.

These options, although possible, do carry some risk of challenge. First, they impose obligations on emergency shelter operators that do not apply to other uses, even though they might result in the same impacts to neighborhood safety and livability. Second, imposing such obligations may not only violate HB 2006, they may lead to Fair Housing Act or Americans with Disabilities Act concerns as well. Such a challenge would not necessarily come in the form of simply a writ of review pursued by a singular denied shelter operator but could come in the form of a federal suit pursued by a broader coalition or advocacy group claiming that imposing these regulations restrict housing choices and are discriminatory. These lawsuits can take years to make their way to resolution. In addition to striking down violating regulations or mandatory approval of an application, the remedies for a successful challenge might include punitive damages, civil penalties, government monitoring, and payment of complainant's attorney's fees.

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RECOMMENDATION

Based on the foregoing, this office recommends that the City proceed with processing applications consistent with the amended application form and include notice of the chronic nuisance provisions as part of the application materials. In addition, the City should closely monitor any shelters that are established for nuisance violation and enforce its existing ordinances. Providing any greater restriction of emergency shelters is likely to run afoul of HB 2006 as well as federal law and could result in significant impacts on the City.



Highlighted text indicates new
wording since the 11.3.21
Commission Meeting

HB 2006 Shelter Siting

On May 12, 2021, Governor Brown signed into state legislation [HB 2006](#), a bill intended to respond to the current statewide housing crisis authorizing cities to site emergency shelters if certain conditions are met. The new law took effect immediately and requires local governments to approve an application for an emergency shelter regardless of state or local land use laws, if the application meets specific approval criteria outlined in the bill. An "emergency shelter" provides "shelter on a temporary basis for individuals and families who lack permanent housing." Any emergency shelter use or activity specifically authorized below may not be put to any other use without securing the necessary land use approval as required by state law and the Oregon City Municipal Code.

HB 2006 is not a land use decision and it removes state requirements for a mailed notice, public hearing, or solicitation of public comment on an application. Local governments are obligated to approve applications for shelters that meet the criteria below. Decisions under HB 2006 may not be appealed to the Planning Commission, City Commission or the Land Use Board of Appeals but may be appealed using the writ of review process provided under ORS 34.010 – 34.100.

Applicant Information

Site Address or Clackamas County Map and Tax Lot: _____

Applicant Name/Company: _____

Phone Number: _____ Email Address: _____

Shelter Information

Type of Shelter Proposed (Mark all that apply):

- ☐ Warming Shelter
- ☐ Cooling Shelter
- ☐ Day Shelter

- ☐ Night Shelter
- ☐ Other

Shelter Activities Proposed (Mark all that apply):

- ☐ Showering/Bathing
- ☐ Storage of Personal Property
- ☐ Laundry Facilities
- ☐ Service of Food (Prepared on-site or off-site)
- ☐ Recreation Areas for Children or Pets

- ☐ Case Management Services for housing, financial, vocational, educational, physical/behavior health care
- ☐ Other Services Incidental to the Shelter

Are there any Charges to Clients? Please explain. _____

Hours of Operation: _____

Maximum Number of Clients: _____

Date Beginning Operation: _____

Please note a shelter approved under HB 2006 must be in operation within 2 years of application approval

Will the proposed shelter be operated by one of the following types of entities/organizations?

- ☐ A local government
- ☐ An organization with at least two years' experience operating an emergency shelter using best practices that is:
- ☐ A housing authority
 - ☐ A religious corporation
 - ☐ A public benefit corporation whose charitable purpose includes the support of homeless individuals and that has been recognized as exempt from income tax under section 501(a) of the Internal Revenue Code on or before January 1, 2018
- Years Experience: _____
- ☐ A nonprofit corporation partnering with any of the above entities.

Partner Entity: _____ Years Experience: _____

<u>Additional Questions</u>	<u>Check if Yes</u>	<u>Check if No</u>	<u>Check if Not Applicable</u>	<u>Staff</u>
Is the proposed use an "emergency shelter", defined as a building or cluster of buildings that provides shelter on a temporary basis for individuals and families who lack permanent housing? <i>Required.</i>				
Is a fee charged to clients? <i>No more than \$300 per month per client and only to clients who are financially able to pay the fee and who request the services.</i>	Fee: _____			
Is the proposed shelter located in an existing building?				
Does the location include a new building or expansion of any existing building located in area within a Natural Resource Overlay, Floodplain Overlay, or Geologic Hazards Overlay?				
Is the subject site (<i>one required</i>): ☐ Within ½ mile of a bus stop with daily service ☐ Within ½ mile of commercial & medical services, such as grocery, library, hospital or urgent care services necessary to support sheltered individuals ☐ Provide transportation to commercial & medical services Please explain:				

- An organization with at least two years' experience operating an emergency shelter using best practices that is:
 - A housing authority
 - A religious corporation
 - A public benefit corporation whose charitable purpose includes the support of homeless individuals and that has been recognized as exempt from income tax under section 501(a) of the Internal Revenue Code on or before January 1, 2018; or
- A nonprofit corporation partnering with any of the above entities.

After submittal of an application, staff will verify all necessary documents are submitted and contact the applicant to perform a site visit.

Staff use:

Reviewed By (Oregon City Planning): _____ Date: _____

Decision: ☐ Approved ☐ Approved with Conditions ☐ Denied

Reviewed By (Oregon City Building): _____ Date: _____

Decision: ☐ Approved ☐ Approved with Conditions ☐ Denied

Reviewed By (Clackamas County Fire): _____ Date: _____

Decision: ☐ Approved ☐ Approved with Conditions ☐ Denied

OVERALL DECISION: _____ Date: _____

Decision: ☐ Approved ☐ Approved with Conditions ☐ Denied



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: 1/5/2021

SUBJECT:

Resolution 22-02, Adopting the Oregon City Sidewalk Replacement Assistance Test Program

STAFF RECOMMENDATION:

This general business topic is intended to result in the adoption of Resolution 22-02 which brings forth a program that incorporates the prior City Commission Work Session discussion and direction pertaining to the Sidewalk Replacement Assistance Test Program (SRATP) which is a newly proposed program intended to help the City and its citizenry address sidewalk damage resulting from street tree roots. This report will bring up to date the program changes, sharing changed program language and clarifying City Commission feedback received at the October 11, 2021 and the December 7, 2021, Work Sessions.

EXECUTIVE SUMMARY:

Like most agencies, the Oregon City Municipal Code identifies the property owner as the responsible party for abutting sidewalk repairs and replacement. Though trees provide benefits such as stormwater retention, wildlife habitat, and reduced energy consumption, street trees often cause damage to abutting sidewalks. Street trees have caused significant damage in neighborhoods across the city, although it was the Wasco Acres, Trailview, and Tracey Heights subdivisions enforcement letter that stirred our most recent discussion and resulted in this proposal for a new Sidewalk Replacement Assistance Program. At the May 25, 2021, City Commission meeting, the City Commission asked staff to address the neighborhood concerns with background and recommendations moving forward. August 10, 2021, was the first policy discussion on a proposed program followed by Work Session discussions on October 11, 2021 and December 7, 2021. This report is accompanied by Resolution 22-02, the updated DRAFT Sidewalk Replacement Assistance TEST Program (Redline version and redline accepted version) and will be considered for additional policy guidance.

BACKGROUND:

Like most agencies, the Oregon City Municipal Code identifies the abutting property owner as the responsible party for sidewalk repairs and maintenance of abutting street trees. Though trees provide benefits, they can cause damage to abutting sidewalks. Street trees have caused significant damage along many sidewalks, and thus the City Commission has been considering a strategy for dealing with the damaged sidewalks and associated street tree problems. The City Commission specifically requested that staff return with a sidewalk assistance program. On August 10, 2021, October 11, 2021, and December 7, 2021, City Commission provided additional direction as well as a request that the topic be brought back for final consideration and adoption.

Recognizing that street trees are creating much of the sidewalk damage problem in Oregon City, this staff report continues to focus on the sidewalk repair element, recognizing that allocation of limited public funding on sidewalk repairs should be done in conjunction with adjustments incorporating the latest street tree best management practices. However, this discussion remains mostly focused on the Oregon City Sidewalk Replacement Assistance Program.

Some property owners have been proactive in addressing the trip hazard concerns, while others have not. The City Commission has and continues to consider a range of interests and concerns. It is important for the community to recognize that the City Code as written today assigns sidewalk liability directly to the adjacent property owner. This program, as proposed, would not change that. However, the program as proposed would provide financial assistance in the form of a onetime reimbursement for a portion of the cost to replace sidewalks damaged by street tree roots.

In consideration of establishing a new program, the City Commission has provided direction on several policy issues associated with the Oregon City Sidewalk Replacement Assistance Program. Using this direction, staff has modified the draft program language. The Oregon City Sidewalk Replacement Assistance Program is attached for reference with and without redlines.

OPTIONS:

1. Adopt Resolution 22-02
2. Defer the decision on Resolution 22-02 and continue the matter to a future meeting to address concerns beyond what the City Commission feels can be addressed as straight forward modifications.
3. Maintain the status quo as it pertains to sidewalk/street code and do not take further action.

RESOLUTION NO. 22-02

A RESOLUTION ADOPTING THE OREGON CITY SIDEWALK REPLACEMENT ASSISTANCE TEST PROGRAM

WHEREAS, The City has jurisdiction and exercises regulatory management over all public rights-of-way within the city under authority of the City Charter, state law, and City ordinance by issuing separate public works right-of-way permits or permits as part of issued public infrastructure construction plans; and

WHEREAS, Public rights-of-way include, but are not limited to, streets, roads, highways, bridges, alleys, sidewalks, trails, paths, public easements and all other public ways or areas; and

WHEREAS, Oregon City Municipal Code 12.04.030-12.04. 040, the City assigns responsibility for the maintenance and repair of sidewalks to abutting property owners, but allows the City to do sidewalk repair work, assess the costs of the sidewalk repair work, and enforce the maintenance and repair of the sidewalk; and

WHEREAS, The City adopted its Transportation System Plan in 2013 which includes eight transportation goals, all of which support safe sidewalks to better accommodate the need for reduced driving demand and more reliance on walking; and

WHEREAS, Safe and accessible pedestrian ways is a major part of the City's overall transportation vision; and

WHEREAS, The Sidewalk Replacement Assistance Test Program is in no way intended to relieve property owners of their responsibilities, but rather it is intended to assist property owners with the cost of replacing damaged sidewalks; and

WHEREAS, OCMC Chapter 12.08.010 Public and Street Trees has the purpose of protecting the living quality and beauty of the city, separate vehicles and pedestrians, provide shading, improve water quality, and increase tree canopy; and

WHEREAS, All new development in Oregon City is required to install street trees in accordance with OCMC 12.08, which mandates a street tree every thirty five feet of property frontage, generally planted in a planter strip located adjacent to a public sidewalk; and

WHEREAS, The damage to sidewalks from street tree roots can be extensive, resulting in widespread pedestrian trip hazards throughout Oregon City; and

WHEREAS, The City Commission recognizes the burden that street tree roots have placed on the community's sidewalks; and

WHEREAS, the City has a transportation maintenance fund that is dedicated to improving the transportation infrastructure throughout the City.

NOW, THEREFORE, THE CITY OF OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City hereby adopts the Sidewalk Replacement Assistance Test Plan (the "SRATP") as set forth in Exhibit A to this resolution.

Section 2. The City will accept applications for properties with fronting sidewalks where the street tree(s) have lifted or is negatively impacting the sidewalk grade, as set forth in the SRATP.

Section 3. The City hereby dedicates \$200,000 per year from the current 2021-2023 biennial capital allocation within the transportation fund to support the Oregon City SRATP, which includes funding for both replacement of current sidewalk trip hazards and retroactive reimbursements for sidewalk permitted and where the current property owner can provide documentation of replacement costs.

Section 4. This resolution is effective immediately upon its adoption.

Approved and adopted at a meeting of the City Commission held on the 5th day of January 2022.

RACHEL LYLES SMITH, Mayor

Attested to this 5th day of January 2022:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Exhibit A - Oregon City Sidewalk Replacement Assistance Test Program

ATTACHMENT A

Oregon City Sidewalk Replacement Assistance

TEST Program

OVERVIEW

The goal of the Oregon City Sidewalk Replacement Assistance TEST Program is to address sidewalk panels that have been lifted by street trees, to prevent the associated sidewalk trip hazards in a timely manner, and to assist property owners with the related replacement costs.

Emphasis on Pedestrian Travel

The City's Transportation System Plan (TSP) provides a long-term guide for City Transportation investments. With the growing need to address vehicle congestion, the city has been imposing standards and requirements that placed construction of sidewalks and pedestrian ways on all new development since the 1970's. In 2013, the TSP provided solutions for dealing with congestion by taking a multimodal network approach to enable more cost-effective solutions to increase transportation capacity and encourage multiple travel options. Oregon City Streets include 158 miles of sidewalks and over 2,600 curb ramps. Safe and accessible pedestrian ways is a major part of the City's overall transportation vision. Supporting property owner needs in maintaining the existing infrastructure is a critical element to maintain safe pedestrian access.

Program Summarizing Facts

Program Annual Budget: This Sidewalk Replacement Assistance Program is a test program developed amid a two-year (2021-2023) biennial budget. The City's anticipated revenue over the two-year budget includes over \$7 million, made up mostly from gas tax and vehicle registration fee revenues, plus an additional \$5.7 million in pavement maintenance fee revenues. All rolled up together with beginning fund balances and other lesser funding revenue line items, the 2022-23 Transportation Fund Budget includes \$17.8 million in total resources.

In contrast, the capital outlay over the two-year biennium is nearly 9 million. With little certainty about how much expenditure this test program will utilize, rather than institute a new budget line item or cutting funding from other projects, this test program will be absorbed within the Transportation Fund budget. In an effort to place some boundaries on the program spending, expenditures will be monitored with a City Commission endorsement of a program expenditure of up to \$200,000 during the first 12 months of the test. Should the test program exceed the \$200,000 allocation, then staff will bring before the City Commission an update and request for additional funding and budget authorization. Otherwise, the test program one year

anniversary will be the next program check in to determine how the program is going and how the funding allocation is meeting the program needs.

BACKGROUND

Industry Practice and Responsibility for Sidewalks

According to the U.S. Department of Transportation Federal Highway Administration (FHWA), city charters commonly specify that the city is not liable for any accidents or injuries incurred due to sidewalk conditions. Most Oregon charters assign complete responsibility for sidewalk maintenance to the owner of the adjacent property.

Pursuant to the Oregon City Municipal Code 12.04.030-12.04. 040, the City assigns sidewalk responsibility to abutting property owners. This assistance test program is in no way intended to relieve property owners of their responsibilities, but rather it is intended to assist property owners with the cost of replacing damaged sidewalks.

Compliance History

Oregon City has a long history of working with property owners to uphold the sidewalk code. In the past, enforcement of trip hazards in Oregon City has been a complaint-driven process. Many property owners take the initiative to repair sidewalks before a complaint is submitted, while others wait until the sidewalk damage is reported by others.

Individual sidewalk enforcement and repair efforts have varied depending on the property owner and the disposition of the area. Often sidewalk complaints are limited to one address. In other cases, an areawide problem is reported. Regardless of the complaint, the sidewalk problem is verified, and the fronting property owner is notified of the City's code and requirements for replacement.

In review of our sidewalk damage tracking records (July 2018 through November 2021), staff took the opportunity to complete a site visit of the 209 right-of-way permit records on file. Of the 209 records, 147 are recorded with a Work Class of "sidewalk". Each location was field verified and established as including 530 concrete panel replacements of which 381 were panels damaged by tree roots. This recent site visit and inventory was completed on November 16th-19th, 2021. Field visits were supplemented with a review of aerial photos to better determine tree related damages.

Trees and Tree Impacts on Sidewalks

Oregon City recognizes that the maintenance and repair of sidewalks within the city is necessary to protect the health, safety, and welfare of residents and visitors. This program is

being developed in recognition of the inherent conflict between tree roots and sidewalks, and the accompanying financial burden these public policies place upon homeowners.

ELIGIBILITY

1. Applications for the Sidewalk Replacement Assistance TEST Program will only be accepted for properties with fronting sidewalks where the street tree(s) has lifted or is negatively impacting the sidewalk grade. **Note: street trees considered in the eligibility determination include street trees in tree wells or the planter strip between the curb and the sidewalk. Sidewalks damaged by trees that are located beyond the back of sidewalk would not be eligible for the Sidewalk Replacement Assistance TEST Program.**
2. Applications will only be accepted for sidewalks along public streets.
3. Applicants may only apply for one grant (may include multiple sidewalk replacements) for one property in a calendar year.
4. Applications will only be accepted for sidewalk panel replacements once. Sidewalk panel replacements completed under this program will be tracked by property and specific location and will not qualify for grant funding more than once.
5. Eligibility for reimbursement is contingent upon funds available within the \$200,000 annual spending limit authorized unless additional funding is approved by the City Commission.
6. Except for work accomplished under a permit received before enactment of the program, applications must be received and approved by the city before the sidewalk work begins.
7. Grant funds are only eligible for the applicant who owned the home or applied for the grant at the time of the replacements and can provide a copy of the sidewalk replacement permit, documentation for payment of work including a copy of the receipt for payment, and proof the permitted work was completed under their ownership.
8. Applications for sidewalk replacement cost reimbursements that are retroactive to the enactment of this TEST Program will be considered for sidewalk replacements that were permitted by the City and determined in compliance with sidewalk standards.
9. Applicants must sign the application form including a statement that they are able to pay for the work out of pocket as the Sidewalk Replacement Assistance TEST Program is an assistance program created as a cost reimbursement to the applicant.

Work completed under the Sidewalk Replacement Assistance TEST Program must be completed within 120 days of application approval. If this deadline is not able to be met, applicant may apply for a one-time 30-day extension. Applicant must contact the city at least 14 days prior to the work deadline if an extension is necessary. Time extensions beyond 150 days may be approved on a limited basis by the Public Works Director conditioned upon monthly update communication undertaken by the applicant with the

permitting staff and will result in a reduced grant of up to 50% of the panel rate for all work required.

PROCEDURES

Use of Funds

1. Grant funds must be used for the replacement of existing sidewalk sections **that have been damaged by the growth of street tree roots or street tree trunk.**
2. Grant funds are only eligible for sidewalk removal and replacement displaced or damaged by the growth of the street tree; adjacent sidewalk replacement not displaced or damaged by the street tree will not be considered a reimbursable expense.
3. Grant funds can be applied to costs associated with the street tree damaged sidewalk such as creation of safe work zones, creation of temporary pedestrian routes, traffic control, demo, disposal, root removal, subgrade preparation, forming, pouring, and finishing sidewalk, protection from adverse weather and security of the finished sidewalk.
4. Grant funds can be used for applicant costs incurred for sidewalk replacement work associated with permitted sidewalk replacements that have been deemed complete and compliant with City standards.

Eligibility for a Grant

1. Applicants are responsible for obtaining and complying with the conditions of the City's Sidewalk/ROW permit for jobs that require sidewalk replacement.
2. To be eligible, applicants must first submit a complete and signed permit application.
3. Applications submitted by applicants not self-performing the sidewalk replacement work must include at least one price quote from a qualified contractor to complete the work; self-performed work should include a materials quantity and cost estimate.
4. Competitive bids help applicants choose the most rational way to proceed and help the city ascertain industry cost trends for the program; however, competitive bids are not required.
5. Work not self-performed must include verification that the work is performed by an Oregon licensed contractor who is also maintaining a current Oregon City or Metro business license.
6. The maximum grant reimbursement will be in accordance with the funding assistance section listed below.
7. For jobs where sidewalk replacement is not the preferred treatment, such as grinding no grant reimbursement will be provided.
8. All grant awards and reimbursements will be made on a first-come, first-served basis, subject to the availability of funds as allocated and approved by the City Commission.

Once the program budgeted amount has been expended, no further applications will be approved without further spending authority provided by the City Commission.

Note: The lack of sufficient funds to cover the number of applications received by the City in any given year will not excuse the homeowner from the responsibility of maintaining the adjoining sidewalk in a safe condition nor create any liability to the City for any unsafe sidewalks.

FUNDING ASSISTANCE

Grant Rates

Annual Sidewalk Replacement Assistance Program Grant Award **unit rate:**

Up to a maximum of \$600 per each concrete sidewalk panel

Note: Grant award will be based on documentation provided by the applicant with a quote and final receipt for services performed. Final grant amount will be the actual cost of the work as documented in receipt up to a maximum of \$600 per sidewalk panel.

Exclusions

Items not reimbursable under the City of Oregon City Sidewalk Replacement Assistance TEST Program include the following:

1. Reimbursable funds may only be used for the replacement of existing sidewalk panels that have been damaged by the roots of street trees. **Tree removal and replacement assistance may be available through a separate program administered under the Oregon City Street Tree Assistance Program. <https://www.orcity.org/planning/how-remove-and-replace-public-street-tree>**
2. Work performed without prior City authorization as described under Procedures.
3. Work not completed in compliance with the City's standard requirements for construction.
4. Short-term repair work including sidewalk grinding.
5. Extended root removal or property damages onto private property.
6. Adjacent concrete repair beyond the original sidewalk width.
7. Adjacent concrete panels beyond the tree-lifted panels.
8. Landscape restoration, repairs, or extra cosmetics (shrubs, rocks).
9. Broken, damaged, or new sprinkler or irrigation systems.

Procedures

Sidewalk work complete and eligible for look back reimbursement:

- Step 1** Submit the Sidewalk Grant Program Application with completed IRS W-9 Form
- Step 2** Submit copies of the right of way permit, final receipt for services performed, documentation that the final payment was made by the current applicant.
- Step 3** City confirms prior permit obtained, confirm sidewalk work resulting from tree root damage, and confirm permit closed as complete.
- Step 4** City to confirm applicant was in ownership at time of permitted work.
- Step 5** Upon verification that Steps 2, 3 and 4 are confirmed the application will be deemed approved and routed to Finance for issuance of a reimbursement payment.
- Step 6** Grant check will be prepared within **10 business days** and mailed to applicant.

Sidewalk Work required and yet to be completed

- Step 1** Applicant (might be citizen/property owner, might be contractor) applies for a sidewalk permit
- Step 2** Permit Staff reviews reason sidewalk is being replaced
 - a. If sidewalk is being replaced for a non-tree reason, no further process exists, and sidewalk reimbursement program does not apply
 - b. If sidewalk is being replaced for a tree reason, move on to Step 3
- Step 3** Permit Staff informs the applicant of a sidewalk reimbursement program and provides them with a paper application (form)
 - a. If the applicant is a contractor, permit staff ask contractor to provide this form to their citizen/property owner with a business card to contact them with questions
 - b. If the applicant is a citizen/property owner, permit staff provides the form
- Step 4** Before proceeding, the property owner reviews the Oregon City Sidewalk Replacement Assistance TEST Program webpage for program understanding.
- Step 5** Before the work begins, property-owner submits:
 - i. Assistance Program application form along with support documentation.
 - ii. A Public Street Permit application and fee. Permit applications may be submitted by a contractor on behalf of the property owner.

Submit Application Online
OR
Print Application Packet, application may be emailed to OC4@orcity.org
or mail to Oregon City Permitting at 13895 Fir Street, Oregon City
Oregon 97045
- Step 6** Upon verification that the sidewalk has been damaged by the roots of protected trees, the Sidewalk Replacement Reimbursement Application may be approved. The applicant will be notified that the work is eligible to receive funds and that their work permit is ready for applicant signature.
- Step 7** Work begins. With approved permit in hand, the work must then be completed within 120 days. If the work is unable to be completed within the 120 days due to unforeseen circumstances, the applicant may request a one-time 30-day extension. Applicant must contact the city for an extension prior to permit expiration. Time extensions beyond 150 days may be approved on a limited basis by the Public Works Director

conditioned upon monthly update communication undertaken by the applicant with the permitting staff and will result in a reduced grant of up to 50% of the panel rate for all work required.

- Step 8** Work is completed. Property owner pays contractor and then submits proof of payment and a reimbursement request with project documentation which at a minimum must include a final invoice from the contractor with a signature indicating the work was paid in full.
- Step 9** Upon verification that all prior steps are confirmed the application will be deemed approved and routed to Finance for issuance of a reimbursement payment.
- Step 10** Grant check will be prepared within **5 business days** and mailed to applicant.

Attachment A

Oregon City Sidewalk ~~Repair~~Replacement Assistance

TEST Program

OVERVIEW

The goal of the Oregon City Sidewalk ~~Repair~~Replacement Assistance TEST Program is to address sidewalk panels that have been lifted by street trees, to prevent the associated sidewalk trip hazards in a timely manner, and to assist property owners with the related ~~repair~~replacement costs.

Emphasis on Pedestrian Travel

The City's ~~Transportations~~Transportation System Plan (TSP) provides a long-term guide for City Transportation investments. With the growing need to address vehicle congestion, the City has been imposing standards and requirements that placed construction of sidewalks and pedestrian ways on all new development since the 1970's. In 2013, the TSP provided solutions for dealing with congestion by taking a multimodal network approach to enable more cost-effective solutions to increase transportation capacity and encourage multiple travel options. Oregon City Streets include 158 miles of sidewalks and over 2,600 curb ramps. Safe and accessible pedestrian ways is a major part of the City's overall transportation vision. Supporting property owner needs in maintaining the existing infrastructure is a critical element to maintain safe pedestrian access.

Program Summarizing Facts

- ~~Program Annual Budget~~ Program Annual Budget: This Sidewalk Replacement Assistance Program is a test program developed amid a two-year (2021-2023) biennial budget. The City's anticipated revenue over the two-year budget includes over \$7 million, made up mostly from gas tax and vehicle registration fee revenues, plus an additional \$5.7 million in pavement maintenance fee revenues. All rolled up together with beginning fund balances and other lesser funding revenue line items, the 2022-23 Transportation Fund Budget includes \$17.8 million in total resources.

In contrast, the capital outlay over the two-year biennium is nearly 9 million. With little certainty about how much expenditure this test program will utilize, rather than institute a new budget line item or cutting funding from other projects, this test program will be absorbed within the Transportation Fund budget. In an effort to place some boundaries on the program spending, expenditures will be monitored with a City

Commission endorsement of a program expenditure of up to \$200,000 during the first 12 months of the test. Should the test program exceed the \$200,000 allocation, then staff will bring before the City Commission an update and request for additional funding and budget authorization. Otherwise, the test program one year anniversary will be the next program check in to determine how the program is going and how the funding allocation is meeting the program needs.

- ~~Annual Program Maximum Grant Award:~~ _____

BACKGROUND

Industry Practice and Responsibility for Sidewalks

According to the U.S. Department of Transportation, Federal Highway Administration (FHWA), city charters commonly specify that the city is not liable for any accidents or injuries incurred due to sidewalk conditions. Most Oregon charters assign complete responsibility for sidewalk maintenance to the owner of the adjacent property.

Pursuant to the Oregon City Municipal Code 12.04.030-12.04. 040, the City assigns sidewalk responsibility to abutting property owners. This assistance test program is in no way intended to relieve property owners of their responsibilities, but rather it is intended to assist property owners with the cost of ~~repairing or~~ replacing damaged sidewalks.

Compliance History

Oregon City has a long history of working with property owners to uphold the sidewalk code. In the past, enforcement of trip hazards in Oregon City has been a complaint-driven process ~~rather than an assistance program~~. Many property owners take the initiative to repair sidewalks before a complaint is submitted, while others wait until the sidewalk damage is reported by others. ~~In review of our sidewalk damage tracking records (2018 through 2021), 190 records exist. Of the 190 records, 132 are recorded as having completed their repairs.~~

Individual sidewalk enforcement and repair efforts have varied depending on the property owner and the disposition of the area. Often sidewalk complaints are limited to one address. In other cases, an areawide problem is reported. Regardless of the complaint, the sidewalk problem is ~~validated~~ verified, and the fronting property owner is notified of the City's code and requirements for ~~repair~~ replacement.

In review of our sidewalk damage tracking records (July 2018 through November 2021), staff took the opportunity to complete a site visit of the 209 right-of-way permit records on file. Of the 209 records, 147 are recorded with a Work Class of "sidewalk". Each location was field verified and established as including 530 concrete panel replacements of which 381 were panels damaged by tree roots. This recent site visit and inventory was completed on

November 16th-19th, 2021. Field visits were supplemented with a review of aerial photos to better determine tree related damages.

Trees and Tree Impacts on Sidewalks

Oregon City recognizes that the maintenance and repair of sidewalks within the city is necessary to protect the health, safety, and welfare of residents and visitors. This program is being developed in recognition of the inherent conflict between tree roots and sidewalks, and the accompanying financial burden these public policies place upon homeowners.

ELIGIBILITY

1. Applications for the Sidewalk Replacement Assistance TEST Program will only be accepted for single-family homes, duplexes, or townhouses in Residential or Multiple Use zones, properties with fronting sidewalks where the street tree(s) either has lifted or is beginning to show signs of negatively impacting the sidewalk grade. **Note: street trees considered in the eligibility determination include street trees in tree wells or the planter strip between the curb and the sidewalk. Sidewalks damaged by trees that are located beyond the back of sidewalk would not be eligible for the Sidewalk Replacement Assistance TEST Program.**
2. Applications will only be accepted for sidewalks along public streets.
3. Applicants may only apply for one grant (may include multiple sidewalk ~~repairs~~ replacements) for one property in a calendar year.
- ~~3-4.~~ Applications will only be accepted for sidewalk panel replacements once. Sidewalk panel replacements completed under this program will be tracked by property and specific location and will not qualify for grant funding more than once.
- ~~4-5.~~ First time applicants will be given priority over previous applicants. Eligibility for reimbursement is contingent upon funds available within the \$200,000 annual spending limit authorized unless additional funding is approved by the City Commission.
- ~~5-6.~~ With the exception of work accomplished under a permit received before enactment of the program, a Applications must be received and approved by the City before the sidewalk work begins. Retroactive applications will not be accepted.
- ~~6.~~ Program is only available for use with residential properties.
7. Grant funds are only eligible for the applicant who owned the home or applied for the grant at the time of the replacements and can provide a copy of the sidewalk replacement permit, documentation for payment of work including a copy of the receipt for payment, and proof the permitted work was completed under their ownership.
8. Applications for sidewalk replacement cost reimbursements that are retroactive to the enactment of this TEST Program will be considered for sidewalk replacements that were permitted by the City and determined in compliance with sidewalk standards.

9. Applicants must sign the application form including a statement that they are able to pay for the work out of pocket as the Sidewalk Replacement Assistance TEST Program is an assistance program created as a cost reimbursement to the applicant.

Work completed under the Sidewalk Replacement Assistance TEST Program must be completed within 90120 days of application approval. If this deadline is not able to be met, applicant may apply for a one-time 30-day extension. Applicant must contact the City at least 14 days prior to the work deadline if an extension is necessary. Time extensions beyond 150 days may be approved on a limited basis by the Public Works Director conditioned upon monthly update communication undertaken by the applicant with the permitting staff and will result in a reduced grant of up to 50% of the panel rate for all work required.

PROCEDURES

Use of Funds

1. Grant funds must be used for the ~~repair or~~ replacement of existing ~~sidewalks~~sidewalk sections that have been damaged by the ~~roots~~growth of street ~~trees~~tree roots or street tree trunk.
2. Grant funds are only eligible for sidewalk removal and replacement displaced or damaged by the growth of the street tree; adjacent sidewalk replacement not displaced or damaged by the street tree will not be considered a reimbursable expense.
3. Grant funds can be applied to costs associated with the street tree damaged sidewalk such as creation of safe work zones, creation of temporary pedestrian routes, traffic control, demo, disposal, root removal, subgrade preparation, forming, pouring, and finishing sidewalk, protection from adverse weather and security of the finished sidewalk.
4. Grant funds can be used for applicant costs incurred for sidewalk replacement work associated with permitted sidewalk replacements that have been deemed complete and compliant with City standards.

Eligibility for a Grant

1. Applicants are responsible for obtaining and complying with the conditions of the City's Sidewalk/ROW permit for jobs that require sidewalk replacement.
2. To ~~access grant funds, homeowners~~be eligible, applicants must ~~obtain three~~first submit a complete and signed permit application.
3. Applications submitted by applicants not self-performing the sidewalk replacement work must include at least one price quote from a qualified contractor to complete the work; self-performed work should include a materials quantity and cost estimate.

- ~~2.4.~~ Competitive bids help applicants choose the most rational way to proceed and help the City ascertain industry cost trends for the program; however, competitive bids for jobs that require a permit are not required.
- ~~3.5.~~ Competitive bids Work not self-performed must come from contractors with a contractor's license in good standing and the successful low bidder must obtain or have include verification that the work is performed by an Oregon licensed contractor who is also maintaining a current Oregon City or Metro business license.
- ~~4.6.~~ The maximum grant reimbursement will be % of the lowest bid or % of the actual invoiced amount, whichever is less, regardless of who the homeowner chooses for the work, subject to a cap of \$ per application be in accordance with the funding assistance section listed below.
- ~~5.7.~~ For jobs where no permits are required sidewalk replacement is not the preferred treatment, such as grinding or patching, the maximum no grant reimbursement will be % of the invoiced cost, subject to a cap of \$ provided.
- ~~6.8.~~ All grant awards and reimbursements will be made on a first-come, first-served basis, subject to the availability of funds in the as allocated and approved by the City budget Commission. Once the program budgeted amount has been expended, no further applications will be approved without further spending authority provided by the City Commission.

Note: The lack of sufficient funds to cover the number of applications received by the City in any given year will not excuse the homeowner from the responsibility of maintaining the adjoining sidewalk in a safe condition nor create any liability to the City for any unsafe sidewalks.

STANDARDS

Priorities

The following priority levels are used for scheduling of repairs for street tree lifted sidewalk panel repair assistance:

- ~~1. Locations where a pedestrian has tripped due to the tree lifted sidewalk panel and documented the trip with an injury report are top priority for action.~~
- ~~2. Tree lifted sidewalk defects that are considered sidewalk trip hazards and are located within a high volume pedestrian area are second priority.~~
 - ~~a. Locations within 300 feet of a Transit Corridor~~
 - ~~b. Locations designated in the TSP as a pedestrian priority corridor including Walking Solution Routes, Family Friendly Routes, and Shared Use Paths~~
 - ~~c. Locations designated through land use planning as a pedestrian generator including the following: Downtown Economic Improvement District, Regional Center, and the Enterprise Zone areas.~~
- ~~3. Tree lifted sidewalk panels where the original frontage improvement was built with planter strips less than 4 feet wide are third priority.~~

4. ~~Tree-lifted sidewalk defects that are considered sidewalk trip hazards and are not located within a high-volume pedestrian area will be prioritized based on the severity of the trip hazard.~~

FUNDING ASSISTANCE

Grant Rates

- Annual Sidewalk Replacement Assistance Program Grant Award unit rate:
 - ~~Single location permit (3 or less locations) – rate per each replacement = \$1,200~~
 - ~~Group location permit (4 or more locations) – rate per each replacement = \$900~~
- Annual Sidewalk Replacement Assistance Program Single Applicant Maximum Award:
 - ~~3 or less locations = \$3,600~~
 - ~~5 or more locations \$4,500~~

Note: While group permits are not limited in the number of replacements per permit, nor limited by replacements per property owner, no single property owner would qualify for funding greater than the single applicant maximum of 5 or more locations (\$4,500).

Sidewalk Panel unit removal and replacement rate:

Up to a maximum of \$600 per each panel;

Note: Grant award will be based on documentation provided by the applicant with a quote and final receipt for services performed. Final grant amount will be the actual cost of the work as documented in receipt up to a maximum of \$600 per sidewalk panel.

Exclusions

Items not reimbursable under the City of Oregon City Sidewalk ~~Repair~~Replacement Assistance ~~TEST~~ Program include the following:

1. Reimbursable funds may only be used for the ~~repair or~~ replacement of existing ~~sidewalks~~sidewalk panels that have been damaged by the roots of street trees. **Tree removal and replacement assistance may be available through a separate program administered under the Oregon City Street Tree Assistance Program.**
<https://www.oregoncity.org/planning/how-remove-and-replace-public-street-tree>
2. Work performed ~~without competitive quotes and~~ without prior City authorization as described under Procedures.
3. Work not completed in compliance with the City's standard requirements for construction.
4. Short-term repair work including sidewalk grinding.
- 4.5. Extended root removal or property damages onto private property.
- 5.6. Adjacent concrete repair or grinding beyond the original sidewalk width.
- 6.7. Adjacent concrete panels beyond the tree-lifted panels.

- ~~7-8.~~ Landscape restoration, repairs, or extra cosmetics (shrubs, rocks).
- ~~8-9.~~ Broken, damaged, or new sprinkler or irrigation systems.
- ~~9.~~ Any other unusual items will be addressed on an individual basis.

Procedures

Sidewalk work complete and eligible for look back reimbursement:

- Step 1** Submit the Sidewalk Grant Program Application with completed IRS W-9 Form
- Step 2** Submit copies of the right of way permit, final receipt for services performed, documentation that the final payment was made by the current applicant.
- Step 3** City confirms prior permit obtained, confirm sidewalk work resulting from tree root damage, and confirm permit closed as complete.
- Step 4** City to confirm applicant was in ownership at time of permitted work.
- Step 5** Upon verification that Steps 2, 3 and 4 are confirmed the application will be deemed approved and routed to Finance for issuance of a reimbursement payment.
- Step 6** Grant check will be prepared within **10 business days** and mailed to applicant.

Sidewalk Work required and yet to be completed

- Step 1** Applicant (might be citizen/property owner, might be contractor) applies for a sidewalk permit
- Step 2** Permit Staff reviews reason sidewalk is being replaced
 - a. If sidewalk is being replaced for a non-tree reason, no further process exists and sidewalk reimbursement program does not apply
 - b. If sidewalk is being replaced for a tree reason, move on to Step 3
- Step 3** Permit Staff informs the applicant of a sidewalk reimbursement program and provides them with a paper application (form)
 - a. If the applicant is a contractor, permit staff ask contractor to provide this form to their citizen/property owner with a business card to contact them with questions
 - b. If the applicant is a citizen/property owner, permit staff provides the form
- Step 4** Before proceeding, the property owner/~~applicant~~ reviews the Oregon City Sidewalk Replacement Assistance ~~Repair~~TEST Program webpage ~~and completes the for~~ program understanding ~~worksheet~~.
- Step 25** Before the work begins, property-owner submits:
 - i. **Assistance Program** application form along with ~~competitive bids~~support documentation.
 - ii. A Public Street Permit application and fee. Permit applications may be submitted by a contractor on behalf of the property owner.

Submit Application Online ~~(will need to attach bids electronically)~~

OR

Print Application Packet, application may be emailed

to

OC4@orc.org or mail to Oregon City Permitting at 13895 Fir Street, Oregon City Oregon 97045

Step 36 City confirms reimbursement eligibility and approves application.

Upon verification that the sidewalk has been damaged by the roots of protected trees, the Sidewalk ~~Repair~~Replacement Reimbursement Application may be approved, ~~subject to available funds.~~ The ~~homeowner~~applicant will be notified that the work is eligible to receive funds and that their work permit is ready for applicant signature.

Step 47 Work begins.

~~Completed right-of-way~~With approved permit ~~applications must accompany in hand,~~ the ~~Sidewalk Repair Reimbursement Application, along with a check for the non-reimbursable permit fee (\$150 or 7% of the total cost — whichever is higher), and three written estimates from contractors.~~ The work must then be completed within ~~90~~120 days. If the work is unable to be completed within the ~~90~~120 days due to unforeseen circumstances, the applicant may request a one-time 30-day extension ~~as determined by the City.~~ Applicant must contact the City ~~at least 14 days prior to the work deadline if for~~ an extension ~~is necessary prior to permit expiration.~~ Time extensions beyond 150 days may be approved on a limited basis by the Public Works Director conditioned upon monthly update communication undertaken by the applicant with the permitting staff and will result in a reduced grant of up to 50% of the panel rate for all work required.

Step 58 Work is completed. Property owner pays contractor and then submits proof of payment and a reimbursement request with project documentation which at a minimum must include a final invoice from the contractor with a signature indicating the work was paid in full.

Step 9 Upon verification that all prior steps are confirmed the application will be deemed approved and routed to Finance for issuance of a reimbursement payment.

Step 10 Grant check will be prepared within **5 business days** and mailed to applicant.

~~After the work has been completed, the homeowner must submit the actual invoice from the contractor along with a signed Sidewalk Repair Reimbursement Request form. Upon approval by the City, the grant funds will be disbursed in the amount of 50% of the invoice or 50% of the lowest bid for jobs requiring a permit subject to a maximum of \$1,500, or 50% of the invoice amount subject to a maximum of \$500 for grinding or patching work.~~



Sidewalk Replacement Grant Program Application

Sidewalk Permit Number: Date of Grant Application: **Section 1: Applicant to complete. Applicant must be property owner of the job site address / location.**Applicant Name: Applicant Address: Phone Number: Email: Job Site Address /
Location: Description of Work to
be Completed: Completion Date: Tree involved: ☐ Yes ☐ NoNumber of Panels: Tree removed: ☐ Yes ☐ No

1. Complete an IRS Form W-9. This must be returned to the City before any funds are released to the applicant. The applicant will receive an IRS Form 1099-G by the end of January following the year in which the funds were disbursed to the applicant. The grant is reportable to the IRS. The applicant is responsible for any tax based on the individual circumstances of the applicant. ☐ *Acknowledged by Applicant*

2. Upon completion of the sidewalk replacement and this form and approval by the Public Works Director, a grant check will be prepared within 5 days and either be available for pickup or mailed to the applicant. Expedited payment can be accommodated upon request. ☐ *Acknowledged by Applicant*

Applicant's Signature: **Section 2: Inspection – City to Complete.**Date of Permit Issuance: Date of Reimbursement Inspection: Date of Permit Completion: Number of Panels: Tree involved: ☐ Yes ☐ No Inspector Name : **Section 3: Reimbursement and Eligibility – City to Complete.**Number of Panels: Reimbursement per Panel: Maximum Allowed Reimbursement: Total of Reimbursement: Eligibility : Receipt provided ☐ Permit provided ☐ Ownership Proof provided ☐Reviewer Name : Reviewer Signature : Approved ☐ Denied ☐ Date sent to Finance for payment: Reason for Denial (if applicable) :



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: 1/5/2021

SUBJECT:

Living Hope Church Monthly Stormwater Fee Reduction and Overpayment Reimbursement

STAFF RECOMMENDATION:

In accordance with the November 1, 2021, Director Lewis memo, authorizing the City's Finance Department to issue a 30-month lookback reimbursement in the sum of \$12,909.60, Staff recommends that the City Commission support the analysis and staff determination for an overpayment reimbursement.

EXECUTIVE SUMMARY:

On July 26, 2021, the City was notified that the Living Hope Church had been charged by the City a stormwater fee that was based on 78 Equivalent Residential Units (ERU) and that this amount was not calculated correctly. The notice suggested that the City had been using an inappropriate Development Intensity Factor (DIF) instead of factor more indicative of the land. The Church requested that their monthly stormwater fee be adjusted to reflect the correct ERU. As per a November 1, 2021, memo from Public Works Director John Lewis, this adjustment request has been verified as valid and honored. The Church is now being charged a stormwater utility bill based on 38.4 ERUs.

In addition to the monthly bill correction, church members Mr. Kim Foster and Mr. Larry Marl along with correspondence from the church Paster Mr. Dwight Walker have indicated they expect the City to provide the Church with a lookback reimbursement for the 13 years and 6 months (March 2008 to September 2021) of overbilling and overpayment. Mr. Lewis, within his authority as the Department Director has approved a 30-month lookback in the amount of \$12,909.60.

Before the City Commission is a question of whether the City is wishing or obligated to apply a longer lookback period and pay the Church something in addition to the 30-month reimbursement.

BACKGROUND:

The Living Hope Church property has a stormwater billing history that goes back over 32 years. During that time (July 1989 to September 2021) the utility bill has been either under billed or overbilled by the City using incorrect Equivalent Unit Rate (ERU) multipliers. In total the account has overpaid a total of \$44,002.45.

Billing Period	Amount billed	What should have been billed	Overpayment/(Underpayment)
July 1989 to February 2008	\$591.74	\$11,302.23	(\$10,710.49)
March 2008 to September 2021	\$107,767.92	\$53,054.98	\$54,712.94
		Total	\$44,002.45

The City's Stormwater Utility started in July 1989 at which time the Living Hope Church included a smaller building and impervious footprint, however the ERU used for the account from July 1989 to February 2008 was 1. The correct ERU should have been calculated at 19.1. In 2008 the church completed a significant redevelopment adding on to the building and developing a paved parking lot as well as the associated stormwater and other utility improvements. This change is what triggered the application of a new ERU; however, at the time the church's ERU was calculated based on the entire area of the property being impervious rather than completing the ERU calculation using the appropriate surface type development intensity factors. As such, the stormwater fee was calculated based on 78 ERU instead of the actual ERU calculation applicable for the property which has since been established to be 38.4 ERU (2021) using runoff coefficients appropriate for the land types (Exhibit B).

On July 26, 2021, Brian Lee with Pace Engineers sent Tony Konkol an email sharing concerns about the current stormwater fee for the Living Hope Church located at 19691 Meyers Road. Brian went on to explain his finding that the ERU of 78 was not indicative of the pervious and impervious coverage of the property and he also pointed out that based on his review of OCMC 13.16.020, the City should be charging the Living Hope Church something less based on a OCMC provision that allows Conditional Use development to be charged a reduced rate by applying a Conditional Use Development Intensity Factor.

In Oregon City, church use is a conditional use development and as such working further with Brian resulted in a graphic (Exhibit A; plot date 8/12/21) which depicts four surface categories and the associated area measurements. This information was used in determining an updated Stormwater Rate for the Living Hope Church using a varied composite runoff factor calculation (Exhibit B).

Overpayment Reimbursement and the Overcharge Lookback Evaluation

The City has a longstanding practice of looking back 6 months when over billing errors are reported. Based on the City's typical lookback practice, the Living Hope Stormwater Utility Account would be credited for the maximum six months or \$2,582.28 (\$430.38 x 6 months).

The church member and pastor request was to look back 13 years. The OCMC does not address lookback provisions and the City Attorney was not able to find a statute or rule that directly addressed the Living Hope Church situation. However, he did offer the following, which was considered in the November 1, 2021, memo, and conclusion from Mr. Lewis:

Mr. Kabeiseman wrote:

"I was not able to find a statute or rule that directly addressed your question below, regarding the statute of limitations, but there are three that could be applicable:

- 2 years, based on ORS 12.110, which generally governs "tort" claims for injury to persons or property. This seems like the least likely outcome, as it really doesn't seem like a tort.*
- 3 years, based on ORS 12.100, which provides the limitation period for "official act or penalty," but (1) appears to be directed at "sheriffs or constable" and the language in subsection (2) doesn't seem quite on point either. However, the PUC has also adopted a three year period as the maximum refund when a large telecom utility overcharges a customer. OAR 860-21-0135(1)(b).*
- 6 years based on ORS 12.080, which is the general statute of limitations on contract claims, which I assume we have with our clients.*

Having said that, OCMC 13.16.100 provides an express opportunity to seek a reduction or to appeal a charge, and the church never pursued that, so we would at least have an argument that they've waived any chance for a refund."

To date, the church has yet to submit records supporting their lookback claim. However, we did seek out email correspondence from the City's Deputy Finance Director, Ryan Bredehoeft, who had documentation of correspondence on Church topics that traces back to February 7, 2019. In 2019, church member Dean Brown was inquiring about the City's stormwater charges and was seeking a reduction in charges. His reasoning did not bring forth the ERU overage but instead was based on his concern that the church should not need to pay a stormwater fee because in 2008 they were required to build stormwater facilities that reduced or eliminated stormwater from reaching the City's stormwater system. The ERU rate value was not raised as a concern and was not a focus by staff, nor was it raised as a concern or question until July 26, 2021. OCMC 13.16.100 provides an express opportunity to seek a reduction or to appeal a charge, however, the church had not pursued a reduction due to their ERU

rate until July 2021. As such, essentially this code provision is not perfectly applicable.

Despite the details of the church's 2019 inquiry, and to rectify what is a real overcharge, rather than using the City's lookback practice of six months, it was determined that the lookback period should be extended to include 30 months. This includes stormwater fee overcharges back to and including March 2019, which is the first billing period after the church representative Dean Brown broached the topic of excessive stormwater charges with the City. This 30-month lookback includes stormwater fees collected in the amount of \$25,428 using the 78 ERU multiplier, and then applying the 38.4 ERU multiplier resulting in the corrected stormwater fees which would have been \$12,518.40. The difference of \$12,909.60 is the total amount of the lookback overcharge and will be paid via reimbursement check.

The Church is pressing for a full refund looking back to 2008 as the Living Hope Church congregation is made up of young families through retirees, with everyday occupations such as our teachers, nurses, electricians, produce managers, business owners, executives, technicians, maintenance workers, bus drivers, and engineers, among many other such professions. The assertion is members were freely giving their hard-earned money for the benefit of the Oregon City community, with the expectation that their donations were going to serve residents or homeless, houseless, and food insecure teens to women's health care, and that money owed can best support making Oregon City a better place to live, and work.

OPTIONS:

1. Move to approve an amount in addition to the \$12,909.60 already paid.
2. Move to approve the amount requested by the church using a 13 year and 6 month lookback for a total reimbursement of approximately \$54,712.94; the actual amount will need to be validated by the Finance Department.
3. Defer the decision and continue the matter to a future meeting to address concerns beyond what the City Commission feels can be addressed tonight. If this option is selected, direct staff on the kind of information of interest for further consideration.



MEMORANDUM

TO: Brian Lee, P.E., Pace Engineers
CC: Ryan Bredehoeft, Assistant Finance Director
Tony Konkol, City Manager
FROM: John M. Lewis, P.E. Public Works Director
DATE: November 1, 2021
SUBJECT: Living Hope Church Stormwater Fee Review – Request for Reduction

Background

On July 26, 2021, Brian Lee with Pace Engineers sent Tony Konkol an email sharing concerns about the current stormwater fee for the Living Hope Church located at 19691 Meyers Road. The purpose of the email was to inform the City Manager that the church had been charged by the City a stormwater fee that is based on a 78 Equivalent Residential Units (ERU). He then went on to explain that this value does not include provision for much in the way of a runoff coefficient (Development Intensity Factor) that is indicative of the pervious and impervious coverage of the property.

Brian explained that based on review of OCMC 13.16.020, it was his determination that the City should be charging the Living Hope Church something less based on a OCMC provision that allows Conditional Use development to be charged a reduced rate by applying a Conditional Use Development Intensity Factor (DIF).

The email was shared and discussed with me. In response, I asked Mr. Lee to complete a surface assessment of the church property using a runoff coefficient table which I provided that is used for the Rational Method of calculating stormwater design. The request resulted in the attached PACE Engineering graphic (Exhibit A; plot date 8/12/21) which depicts four surface categories and the associated area measurements. This information was used in determining an updated Stormwater Rate for the Living Hope Church using a varied composite runoff factor calculation (Exhibit B).

Equivalent Unit Rate Evaluation

Currently, the church is paying \$847.08 per month for storm drainage services based on an Equivalent Unit Rate (ERU) of 78. The monthly rate for storm drainage services charge using the varied composite runoff factor calculation is \$416.70 based on an ERU of 38.4 (Exhibit B). The monthly difference amounts to \$430.38. Further simplified, the City could follow traditional methodology using the impervious area to pervious area ratio and determine the ERU to be 41.1. **Based on the detailed measurement and the prior communication, my decision is to use the lowest ERU calculation of 38.4. The Living Hope Church Stormwater billing from this point forward will be based on 38.4 ERU units.**

Overcharge Lookback Evaluation

The Living Hope Church reported overcharge and rate methodology question was raised on July 26, 2021. Since then, the Church has been charged for the months of June, July, and August. The current ERU of 78 has been the basis of the Living Hope Church stormwater fee since 2008. The City has a longstanding practice of looking back 6 months when over billing errors are reported. Based on the City's typical lookback practice, the Living Hope Stormwater Utility Account would be credited \$2,582.28 (\$430.38 x 6 months).

On October 15, I met with Brian Lee, Kim Foster, and Larry Marl to discuss the City's stormwater review including the 6-month lookback recommendation. Mr. Foster and Mr. Marl raised concerns about the City only looking back 6 months in our determination of credit and stated that the City should look back further. The suggestion was to look back 13 years. The OCMC does not address lookback provisions and the City Attorney was not able to find a statute or rule that directly addressed the lookback timeline.

However, Mr. Foster made the point that the Church has a record of raising this concern and would assemble that history. He felt the City should consider this history in determining its lookback credit. To date, no records have been submitted, but I did seek out email correspondence from the City's Deputy Finance Director, Ryan Bredehoeft, who had documentation of correspondence on the topic that traces back to February 7, 2019. In 2019, church member Dean Brown was inquiring about the City's stormwater charges and was seeking a reduction in charges. His reasoning was that the church

should not need to pay a stormwater fee because in 2008 they were required to build stormwater facilities that reduced or eliminated stormwater from reaching the City's stormwater system. The ERU rate value was not raised as a concern and was not a focus by staff, nor was it raised as a concern or question until July 26, 2021. OCMC 13.16.100 provides an express opportunity to seek a reduction or to appeal a charge, however, the church had not pursued a reduction due to their ERU rate until July 2021. As such, essentially this code provision is not really applicable.

Despite the details of the church's 2019 inquiry, and to rectify what is a real overcharge, rather than using the City's lookback practice of six months, it's my determination that the look back period should be extended to include 30 months. This includes stormwater fee overcharges back to and including March 2019, which is the first billing period after the church representative Dean Brown broached the topic of excessive stormwater charges with the City. This 30-month lookback includes stormwater fees collected in the amount of \$25,428 using the 78 ERU multiplier, and then applying the 38.4 ERU multiplier resulting in the corrected stormwater fees which would have been \$12,518.40. **The difference of \$12,909.60 is the total amount of the lookback overcharge and will be paid via reimbursement check.**

Additional Stormwater Discount Evaluation

The last issue raised by Mr. Foster and Mr. Marl was whether the City could provide any additional discounts or stormwater fee waiver given the churches status as a 501(c) (3) religious organization that is dependent upon tithes, offerings, and donations for its source of income. In accordance with OCMC 13.16 Storm Drainage Service Charges, the charge for services is *"established and imposed on all persons occupying improved properties utilizing the city's storm drainage system, a just and equitable storm drainage utility service charge to implement the city's drainage master plan and pay for the city's storm drainage system. Charges collected shall be deposited into the storm drainage fund of the city and used only for storm drainage purposes."* (OCMC 13.16.30).

Stormwater fee exemptions/reductions apply to vacant and unimproved properties, but not to churches or nonprofits. In the recent past, the church has pursued an exemption or reduction but failed to demonstrate that the public storm drain service does not receive stormwater from the property used or occupied by that person.

The City does offer a reduced or low-income rate for individuals or families who reside in a single-family or multifamily home, but there are no such provisions for non-single family – the Church is a non-single-family development. We have discussed this request for a reduced rate. We recognize that there are many nonprofits or businesses who would want a reduced rate. As I mentioned in our online meeting on October 15, the City has a stormwater management program that benefits all of Oregon City and must remain compliant with its stormwater Code. **I have found no other avenue or precedent for a stormwater discount for churches or nonprofits.**

Closing Comments

Oregon City provides a stormwater management service to all Oregon City properties. Much of this service includes a stormwater program which entails direct services in the form of conveyance (pipes), detention (swales and ponds), and water quality treatment. The program also offers a wide range of indirect services such as master planning, development regulation, stormwater management, permitting, stormwater monitoring, clean water education, customer service, code enforcement, facility inspection, and a host of program oversight duties including analysis and response to questions and concerns raised by customers.

In consideration of the Living Hope Church's initial approach to obtaining discounted rates, I wanted to close with this short explanation of the overall management services to help you, Kim, Larry, and other church members to understand how Oregon City and many other Clackamas County jurisdictions can sustain a stormwater management program that is compliant with federal and state requirements. It's only partially related to volume of flow but has a lot to do with the base services provided by the program of citywide stormwater management. All developed properties have a responsibility for clean water, and the City is responsible for providing this stormwater management service. I hope this information, together with the rate correction and lookback repayment, will appease the concerns raised.

Thanks again.

10/14/2021

Exhibit B

Current Storm Drainage Service Charges

Address	Tax Lot (Assessor)	Area (sf)	ARN=Area/2500	ARN	Zoning	DIF	ERU = ARNXDIF	Rate = ERU x 10.86
19691 Meyers Road	1000	164,221	65.68848		CU	Varies		
	900	34,412	13.76496		CU	Varies		
	Total	198,634	79.45344	80		0.97	78.0	847.08

Storm Drainage Service Charge Using a Varied Composite Runoff Factor Calculation

See PACE Engineering surface graphic

Address	Surface	Area (sf)	ARN=Area/2500	ARN	Zoning	DIF	ERU = ARNXDIF	Rate = ERU x 10.86
19691 Meyers Road	Pavement/roofs	70,227	28.0908	29	CU	0.9	26.1	\$283.45
	Drives/Walks	5,390	2.156	3	CU	0.75	2.3	\$24.44
	Lawns	100,093	40.0372	41	CU	0.22	9.0	\$97.96
	Landscape medians	8,258	3.3032	4	CU	0.25	1.0	\$10.86
	Totals	183,968	73.5872	74			38.4	\$416.70

Notes:

- 1 Prepared for Brian Lee on behalf of Living Hope Community Church
- 2 ARN calculated per OCMC 13.16.020.
- 3 DIF determined per Resolution 04-47 which recommends for conditional uses it is best to use the actual developed impervious area for the non-residential uses.
- 4 DIF runoff coefficients used in this analysis

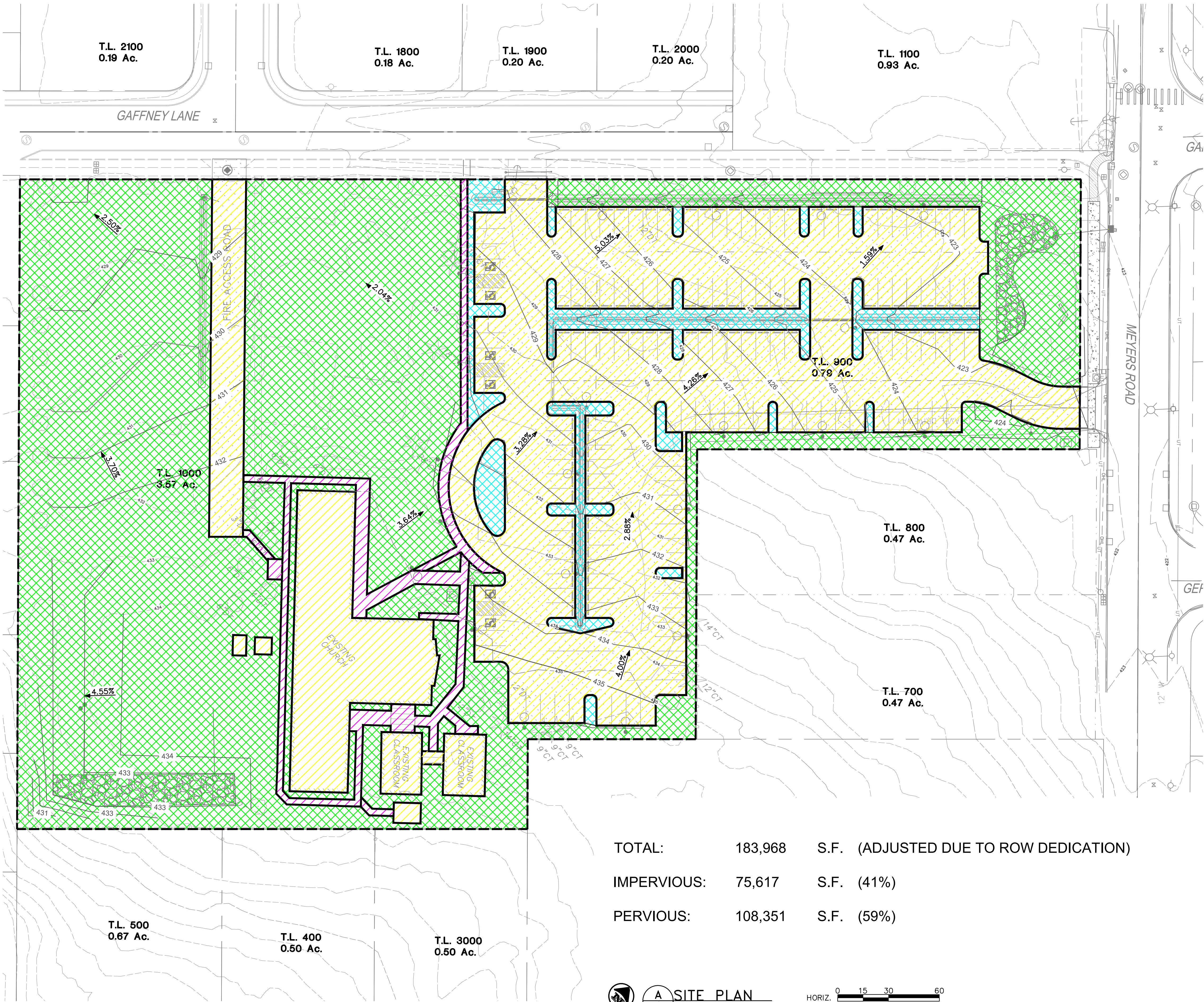
Table 1 Runoff Coefficients for the Rational Method

	FLAT	ROLLING	HILLY
Pavement & Roofs	0.90	0.90	0.90
Earth Shoulders	0.50	0.50	0.50
Drives & Walks	0.75	0.80	0.85
Gravel Pavement	0.85	0.85	0.85
City Business Areas	0.80	0.85	0.85
Apartment Dwelling Areas	0.50	0.60	0.70
Light Residential: 1 to 3 units/acre	0.35	0.40	0.45
Normal Residential: 3 to 6 units/acre	0.50	0.55	0.60
Dense Residential: 6 to 15 units/acre	0.70	0.75	0.80
Lawns	0.17	0.22	0.35
Grass Shoulders	0.25	0.25	0.25
Side Slopes, Earth	0.60	0.60	0.60
Side Slopes, Turf	0.30	0.30	0.30
Median Areas, Turf	0.25	0.30	0.30
Cultivated Land, Clay & Loam	0.50	0.55	0.60
Cultivated Land, Sand & Gravel	0.25	0.30	0.35
Industrial Areas, Light	0.50	0.70	0.80
Industrial Areas, Heavy	0.60	0.80	0.90
Parks & Cemeteries	0.10	0.15	0.25
Playgrounds	0.20	0.25	0.30
Woodland & Forests	0.10	0.15	0.20
Meadows & Pasture Land	0.25	0.30	0.35
Unimproved Areas	0.10	0.20	0.30

Note:

- **Impervious surfaces in bold**
- *Rolling = ground slope between 2 percent to 10 percent*
- *Hilly = ground slope greater than 10 percent*

FILE NAME: P:\P091\LUC TEMP\CAD\ SHEETS\ SITE INFORMATION\ P08855-C1.2 IMP-PERV AREAS.DWG
SAVE TIME: 8/12/2021 11:05 AM
PLOT TIME: 8/12/2021 11:07 AM
USER NAME: NICK DALEY
XREF FILES: X08855-C-ENGR BASE TRANS, X08855-C-TOPD BASE TRANS, X08855-34X22 SITE BDR, X08855-MCM-OR STAMP.



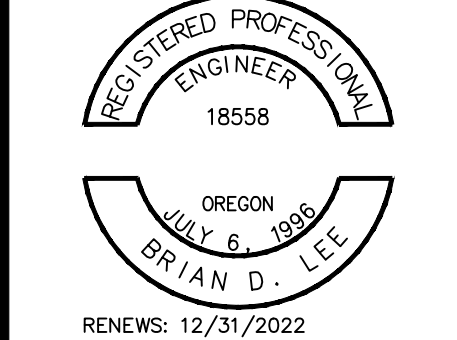
TOTAL: 183,968 S.F. (ADJUSTED DUE TO ROW DEDICATION)
IMPERVIOUS: 75,617 S.F. (41%)
PERVIOUS: 108,351 S.F. (59%)



A
1
SITE PLAN
1"=30'

HORIZ. 0 15 30 60
Scale In Feet

- LEGEND**
- PAVEMENT/ROOFS (70,227 SF)
 - DRIVES/WALKS (5,390 SF)
 - LAWNS (100,093 SF)
 - LANDSCAPE MEDIAN AREAS (8,258 SF)



LIVING HOPE CHURCH
IMPERVIOUS/PERVIOUS
SITE PLAN

BAR IS ONE INCH ON ORIGINAL DRAWING
DESIGNED BY: BDL
PLOT DATE: 8/12/21
CHECKED BY:
JOB NUMBER 21831
DWG NAME:
SHEET 1

Chapter 13.16 STORM DRAINAGE SERVICE CHARGES

13.16.010 Intent.

Pursuant to the constitution and general laws of the state and powers granted in the charter of the city, the commission does declare its intention to acquire, own, construct, equip, operate and maintain within and without the city limits, open drainageways, underground storm drains, equipment and appurtenances necessary, useful or convenient for the construction of storm drainage improvements including maintenance, extension and reconstruction of the present storm drainage system of the city.

(Prior code §8-9-1)

13.16.020 Definitions.

As used in this chapter, except where the context otherwise requires:

"Area range number (ARN)" are ranges of gross area square footage used to classify nonsingle family residential properties into groups of similar parcel size. Parcels with gross areas of one to two thousand five hundred square feet are assigned an area range number (ARN) 1. Parcels with gross areas of two thousand five hundred to five thousand square feet have an ARN of 2. Parcels with gross areas of five thousand to seven thousand five hundred square feet would have an ARN of 3 and so on so that each additional range of two thousand five hundred square feet shall be counted as an additional ARN of 1.

"Development intensity factor (DIF)" is the runoff coefficient that is indicative of the land use or impervious coverage of each property. The following table represents the DIFs for each of the existing land uses and zoning to the use in the calculations.

<u>Nonresidential Land Use or Zoning</u>	<u>Development Intensity Factor</u>
LOC limited office conditional	0.70
LO limited office	0.80
NC neighborhood commercial	0.80
HC historic commercial	0.70
LC limited commercial	0.70
C general commercial	0.90
CBD central business district	0.90
M1 light industrial	0.70
M2 heavy industrial	0.80
Conditional use or nonconforming	Apply a composite runoff factor

"Equivalent residential unit (ERU)" means a nonresidential configuration estimated to place approximate equal demand on the city's storm drainage system as a residential dwelling unit. The equivalent residential unit (ERU) of a nonresidential property is computed by multiplying the property's area range number (ARN) by its intensity factor (DIF) as follows:

$$ERN = ARN \times DIF$$

"Improved property" means any area which has been altered such that the runoff from the property is greater than that which could have been expected in an undeveloped state. Such condition shall be determined by the city engineer.

"Nonresidential unit" means any building, or facility or other improved property used other than as a residential dwelling unit.

"Residential dwelling unit" means one or more rooms with bathroom and kitchen facilities designed for occupancy by one family.

(Prior code §8-9-2)

13.16.030 Service charges.

There is established and imposed on all persons occupying improved properties utilizing the city's storm drainage system, a just and equitable storm drainage utility service charge to implement the city's drainage master plan and pay for the city's storm drainage system. Charges collected shall be deposited into the storm drainage fund of the city and used only for storm drainage purposes.

(Ord. 93-1025 §1, 1993: prior code §8-9-3)

13.16.040 Determination of service.

The city commission determines that the property not used for residential dwelling purposes is furnished service in proportion to the size of the property and its development intensity factor based on the definition of "equivalent residential unit" aforesaid.

(Prior code §8-9-4)

13.16.050 Rates.

The following rates are established:

Residential dwelling unit per month	\$2.00
Nonresidential unit per month	2.00/ERU

The service charges, pursuant to this section may be amended by the city commission by resolution so as to continue to recover cost of service.

(Prior code §8-9-5)

13.16.060 Payment required.

Such service charges shall be paid by the current occupant or person entitled to possession of the property from which stormwater discharges (directly or indirectly) to the city storm drainage system.

(Ord. 93-1025 §2, 1993: prior code §8-9-6)

13.16.070 Collection.

The service charges shall be collected with the monthly water bill for those connected to water or billed alone as a storm drainage charge for those users not connected to or not otherwise charged for water service.

(Prior code §8-9-7)

13.16.080 Recovery of unpaid charges.

Any charge due hereunder which shall not be paid when due shall be collectable pursuant to collection efforts or other lawful remedies of the city, but no lien may be placed on the property solely for failure to pay the service charges. The city may curtail or cut off the supply of water or other city services to persons who have failed to pay unpaid charges. In no event shall water supply be withheld from any new occupant of property because of the failure of a prior occupant to pay a storm drainage utility service charge.

(Ord. 93-1025 §3, 1993: prior code §8-9-8)

13.16.090 Right of entry.

Subject to Constitutional limitations, the employees of the city shall at all reasonable times have access to any premises served by the city for inspection, repair or the enforcement of the provisions of this chapter.

(Prior code §8-9-9)

13.16.100 Exemptions, reductions and appeal.

Vacant and unimproved properties within the city are exempt from the charges in Section 13.16.050. Any other person seeking an exemption or reduction in the storm drainage fee, or appealing therefrom, may do so pursuant to a demonstration to the city manager or the manager's designee that the public storm drain service does not receive stormwater from property used or occupied by that person. Such demonstration shall include evidence of legal disposal of stormwater to a private retention system, private storm drain system, public water body, or other receiving facility.

(Ord. 93-1025 §4, 1993: prior code §8-9-10)

Chapter 13.12 STORMWATER MANAGEMENT¹

13.12.010 Purpose.

The purpose of this chapter is to define policies, minimum requirements, minimum standards and design procedures and permits for the construction and maintenance of stormwater conveyance and quantity and quality control facilities in order to:

- A. Minimize increased stormwater runoff rates from any development so as to minimize the impact upon any downstream natural channel that may exist between the subject area and the Willamette or Clackamas Rivers;
- B. Prevent water runoff generated by development from exceeding the capacity of downstream stormwater facilities;
- C. Reduce stormwater runoff rates and volumes, soil erosion and pollution, wherever possible, from developed and developing lands;
- D. Prevent the uncontrolled or irresponsible discharge of stormwater from new development onto adjoining public or private property;
- E. Maintain the integrity of stream channels for their biological functions, as well as for drainage and other purposes;
- F. Have stormwater conveyance facilities of adequate design to manage all volumes of water generated in the contributing drainage area, for both the existing condition and the anticipated future condition;
- G. Have all stormwater facilities:
 - 1. Designed to mimic natural hydrologic conditions, to the maximum extent practicable;
 - 2. Designed in a manner to allow economical future maintenance;
 - 3. If city owned or maintained, designed for maintenance with city owned equipment;
 - 4. Designed using materials that will ensure a minimum practical design life of seventy-five years; and
 - 5. Designed to have sufficient structural strength to resist erosion and all external loads (construction, traffic, seismic) which may be imposed;
- H. Establish maintenance easements with the owners of privately owned/maintained stormwater facilities to ensure an appropriate level of maintenance and to help minimize public safety hazards;
- I. Have all new stormwater facilities comply with applicable National Pollutant Discharge Elimination System (NPDES) requirements;
- J. Minimize the deterioration of existing watercourses, culverts, bridges, dams and other structures;

¹Editor's note(s)—Ord. No. 18-1009, § 1(Exh. A), adopted July 3, 2019, amended Chapter 13.12 in its entirety to read as herein set out. Former Chapter 13.12, §§ 13.12.010—13.12.180, pertained to similar subject matter, and derived from Ord. No. 15-1006, adopted May 20, 2015.

- K. Minimize increases in stormwater pollution;
- L. Allow for periodic inspections of both private and public stormwater quantity control and quality control facilities to verify that they are functioning in substantial conformance with the approved design intent; and
- M. Allow issuance of engineering permits for stormwater work in the right-of-way or public easements either as a separate public works permit or as part of overall issued public infrastructure construction plans. The various fees for these permits are approved and modified from time to time by the city commission. Failure to meet the conditions of the issued permit shall constitute a violation of the municipal code.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.020 Adoption of standards.

The city commission may establish and modify from time to time by resolution public works stormwater and grading design standards to implement the requirements of this chapter.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.030 Superseding Oregon City Drainage Master Plan Appendix A.

The policies and standards of this chapter are intended to be consistent with the applicable sections of the most current version of the Oregon City Drainage Master Plan, and applicable basin master plans, for land drainage and flood control within the Oregon City urban growth area, as adopted by the city. Appendix A of the most current version of the Oregon City Drainage Master Plan is superseded by the public works stormwater and grading design standards adopted by resolution and as periodically amended.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.040 Definitions.

Unless specifically defined below or in OCMC 17.04, words and phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

"Applicant" means a person, party, firm, corporation or other legal entity that has applied for a development permit or approval.

"Bulk petroleum storage" means storage of any type of bulk liquid petroleum or petroleum waste materials stored outside in multiple above ground storage tanks (AST). Multiple ASTs include two or more tanks that are either within the same secondary containment structure or within twenty feet of each other.

"Catch basin" means a structure, normally with a sump, for receiving drainage from a gutter or median and discharging the water through a conduit.

"City" means the city of Oregon City.

"City engineer" means the city engineering manager, their duly authorized representative(s), or the city's duly authorized representative(s) as designated by the city manager.

"Clearing" means surface removal of vegetation.

"Constructed wetlands" means wetlands developed as a water quality or quantity facility, subject to maintenance and modification as such. These areas shall be clearly defined and/or separated from naturally occurring wetlands or wetlands created for mitigation purposes.

"Contributing drainage area" means the subject property together with the land area contributing runoff to it.

"Conveyance" means a channel or conduit to move water from one point to another point.

"Culvert" means a hydraulically short conduit that conveys surface drainage in artificial or natural watercourses through a roadway embankment or past some other type of flow obstruction.

"Dam" means a water storage structure that may or may not meet Oregon Revised Statute (ORS) requirements for height and storage capacity. All such structures require professional engineer design. If the water storage structure exceeds the ORS criteria for height or storage capacity, then the Oregon State Water Resources Commission shall have approval authority.

"DEQ" means the Oregon Department of Environmental Quality.

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, the construction of building or other structures, utility infrastructure, grading, streets or other structures or facilities, mining, dredging, paving, filling or excavation. "Development" does not include the following:

1. Stream enhancement or restoration projects approved by the city;
2. Farming practices as defined in ORS 30.930 and farm use as defined in ORS 215.203, except that buildings associated with farm practices and farm uses are subject to the requirements of this chapter.

"Disturb" means man-made changes to the existing physical status of the land that are made in connection with development.

"Drainage feature" means any natural or man-made structure, facility, conveyance or topographic feature which has the potential to concentrate, convey, detain, retain, infiltrate or affect the flow rate of stormwater runoff.

"DSL" means the Oregon Division of State Lands.

"Easement" means the legal right to use a parcel of land for a particular purpose. It does not include fee ownership, but may restrict the owner's use of the land.

"Embankment" means a raised structure of earth, gravel or similar material above the surrounding grade.

"Engineer" means a registered professional engineer licensed by the state of Oregon.

"Enhancement" means the process of improving upon the natural functions and/or values of an area or feature that has been degraded by human activity. Enhancement activities may or may not return the site to a predisturbance condition, but create/recreate processes and features that occur naturally.

"Erosion" means the movement of soil particles resulting from actions of water, wind or mechanical means.

"Excavation" means the mechanical removal of earth material.

"Fill" means any material such as, but not limited to, sand, gravel, soil, rock or gravel that is placed for the purposes of development or redevelopment.

"Floodplain" means the land area identified and designated by the United States Army Corps of Engineers, the Oregon Division of State Lands, the Federal Emergency Management Agency or city of Oregon City that has been or may be covered temporarily by water as a result of a storm event of identified frequency. It is usually the flat area of land adjacent to a stream or river formed by floods.

"Fuel dispensing facilities" means the area (including fuel islands, above ground fuel tanks, fuel pumps, and the surrounding pad) where fuel is transferred from bulk storage tanks to vehicles, equipment, and/or mobile containers.

"Grading" means any excavating, filling, embanking or altering contours of earth material.

"Grubbing" means the removal of vegetative matter from below the surface of the ground, such as sod, stumps, roots, buried logs or other debris, and shall include the incidental removal of topsoil to a depth not exceeding twelve inches.

"Impervious surfaces" means a hard surface area which prevents or retards the entry of water into the soil mantle and/or causes water to run off the surface in greater than natural quantities or at an increased rate. Impervious surfaces include, but are not limited to, rooftops, walkways, patios, driveways, parking lots, concrete or asphalt paving, gravel surfaces with compacted subgrade, packed earthen materials and oiled macadam or other surfaces which similarly impede the infiltration of stormwater. Open, uncovered stormwater management facilities shall not be considered impervious surfaces.

"Inlet" means a connection between the surface of the ground and a drain or sewer for the admission of surface and stormwater runoff.

"Maintenance" means any activity that is necessary to keep an existing stormwater facility in good working order so as to function as designed. Maintenance includes complete reconstruction of a stormwater facility, if needed to return the facility to good working order. Maintenance also includes the correction of any problem on the site property that may directly impact the function of the stormwater facilities.

"Maintenance easement" means a binding agreement between the city and the person or persons holding title to a property served by a stormwater facility where the property owner promises to maintain certain stormwater facilities; grants the city the right to enter the subject property to inspect and make certain repairs, or perform certain maintenance procedures on the stormwater control facilities when such repairs or maintenance have not been performed by the property owner; and promises to reimburse the city for the cost should the city perform such repairs or maintenance.

"NPDES" means the National Pollutant Discharge Elimination System. A national permit system that covers discharges to waters of the United States and is enforced under the Federal Water Pollution Control Act, commonly known as the Clean Water Act.

"NROD" means natural resource overlay district.

"Owner" or "property owner" means the person who is the legal record owner of the land, or where there is a recorded land sale contract, the purchaser thereunder.

"Parcel" means a single unit of land that is created by a partitioning of land (ORS 92.010(7)).

"Plans" mean the construction documents and specifications, including system site plans, storm drain plans and profiles, cross sections, detailed drawings, etc. or reproductions thereof, approved or to be approved by the city, county, or state. They will show the location, character, dimensions and details for the work to be done.

"Private stormwater facility" means a stormwater facility located on private property and maintained by private property owners.

"Professional engineer" means a registered professional engineer licensed by the state of Oregon.

"Project engineer" means the professional engineer responsible for the project, who will affix his/her seal on the project drainage plans and drainage analysis and supervise construction of the stormwater facilities. The project engineer shall be licensed in the state of Oregon and qualified by experience or examination.

"Public stormwater facility" means any stormwater facility in the public right-of-way or easement operated and maintained by the city, county, or state.

"Record drawings" means a set of engineering or site drawings that show how the project was constructed and what materials were used. Record drawings are signed and dated by the project engineer.

"Restoration" means the process of returning a disturbed or altered area or feature to a previously existing natural condition. Restoration activities reestablish the structure, function, and/or diversity to that which occurred prior to impacts caused by human activity.

"Right-of-way" means all land, or interest therein, which by deed, conveyance, agreement, easement, dedication, usage or process of law is reserved for, or dedicated to, the use of the general public.

"Sedimentation" means the process of gravity deposition of water suspended matter; the process of depositing soil particles, clays, sands and other sediment that were picked up by stormwater runoff.

"Solid waste storage area" means a place where solid waste containers are stored. Solid waste containers include trash compactors, solid waste dumpsters and garbage cans.

"Stormwater" means the surface water runoff that results from all natural forms of precipitation.

"Stormwater facility" means a component of a man-made drainage feature, or features designed or constructed to perform a particular function or multiple functions related to stormwater management. Includes, but is not limited to, pipes, swales, ditches, culverts, street gutters, rain gardens, pervious pavements, green roofs, ponds, constructed wetlands, infiltration devices, catch basins, oil/water separators and sediment basins. Stormwater facilities shall not include building gutters, downspouts, and drains serving one single-family residence.

"Stormwater management" means a program to provide surface water quality and quantity controls through structural and non-structural methods and capital improvement projects. Nonstructural controls include, but are not limited to, maintenance of stormwater facilities, public education, water quality monitoring, and preparation of agreements, ordinances, and regulations.

"Stormwater quality control" means the control of the introduction of pollutants into stormwater and the process of separating pollutants from stormwater.

"Stormwater quantity control" means the control of the rate and/or volume of stormwater released from a development site.

"Stream" means a body of running water moving over the earth's surface in a channel or bed, such as a creek, rivulet or river. It flows at least part of the year, including perennial and intermittent streams. Streams are dynamic in nature and their structure is maintained through build-up and loss of sediment.

"Structure(s)" means a building or other major improvement that is built, constructed or installed, and it also means man-made improvements to land that are used, or expected to be used, in the operation of a utility. It includes buildings, utility lines, manholes, catch basins, driveways and sidewalks. It does not include minor improvements, such as fences, utility poles, flagpoles or irrigation system components that are not customarily regulated through zoning codes.

"Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently, and if the latter with some degree of regularity. Such flow shall be in a definite direction.

"Wetlands" means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands are those areas identified and delineated by a qualified wetland specialist.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.050 Applicability and exemptions.

This chapter establishes performance standards for stormwater conveyance, quantity and quality. Additional performance standards for erosion prevention and sediment control are established in OCMC 17.47.

- A. Stormwater Conveyance. The stormwater conveyance requirements of this chapter shall apply to all stormwater systems constructed with any development activity, except as follows:
 - 1. The conveyance facilities are located entirely on one privately owned parcel;
 - 2. The conveyance facilities are privately maintained; and
 - 3. The conveyance facilities receive no stormwater runoff from outside the parcel's property limits.

Those facilities exempted from the stormwater conveyance requirements by the above subsection will remain subject to the requirements of the Oregon Uniform Plumbing Code. Those exempted facilities shall be reviewed by the building official.

- B. Water Quality and Flow Control. The water quality and flow control requirements of this chapter shall apply to the following proposed uses or developments, unless exempted under subsection C:
 - 1. Activities located wholly or partially within water quality resource areas pursuant to OCMC 17.49 that will result in the creation of more than five hundred square feet of impervious surface within the NROD or will disturb more than one thousand square feet of existing impervious surface within the NROD as part of a commercial or industrial redevelopment project. These square footage measurements will be considered cumulative for any given five-year period; or
 - 2. Activities that create or replace more than five thousand square feet of impervious surface, cumulated over any given five-year period.
- C. Exemptions. The following exemptions to subsection B of this section apply:
 - 1. An exemption to the flow control requirements of this chapter will be granted when the development site discharges to the Willamette River, Clackamas River or Abernethy Creek; and either lies within the one hundred-year floodplain or is up to ten feet above the design flood elevation as defined in OCMC 17.42, provided that the following conditions are met:
 - a. The project site is drained by a conveyance system that is comprised entirely of man-made elements (e.g. pipes, ditches, culverts outfalls, outfall protection, etc.) and extends to the ordinary high water line of the exempt receiving water; and
 - b. The conveyance system between the project site and the exempt receiving water has sufficient hydraulic capacity and erosion stabilization measures to convey discharges from the proposed conditions of the project site and the existing conditions from non-project areas from which runoff is collected.
 - 2. Projects in the following categories are generally exempt from the water quality and flow control requirements:
 - a. Stream enhancement or restoration projects approved by the city.
 - b. Farming practices as defined by ORS 30.960 and farm use as defined in ORS 214.000; except that buildings associated with farm practices and farm use are subject to the requirements of this chapter.
 - c. Actions by a public utility or any other governmental agency to remove or alleviate an emergency condition.

- d. Road and parking area preservation/maintenance projects such as pothole and square cut patching, surface sealing, replacing or overlaying of existing asphalt or concrete pavement, provided the preservation/maintenance activity does not expand the existing area of impervious coverage above the thresholds in subsection B of this section.
 - e. Pedestrian and bicycle improvements (sidewalks, trails, pathways, and bicycle paths/lands) where no other impervious surfaces are created or replaced, built to direct stormwater runoff to adjacent vegetated areas.
 - f. Underground utility projects that replace the ground surface with in-kind material or materials with similar runoff characteristics.
 - g. Maintenance or repair of existing utilities.
- D. Uses Requiring Additional Management Practices. In addition to any other applicable requirements of this chapter, the following uses are subject to additional management practices, as defined in the public works stormwater and grading design standards:
- 1. Bulk petroleum storage facilities;
 - 2. Above ground storage of liquid materials;
 - 3. Solid waste storage areas, containers, and trash compactors for commercial, industrial, or multi-family uses;
 - 4. Exterior storage of bulk construction materials;
 - 5. Material transfer areas and loading docks;
 - 6. Equipment and/or vehicle washing facilities;
 - 7. Development on land with suspected or known contamination;
 - 8. Covered vehicle parking for commercial or industrial uses;
 - 9. Industrial or commercial uses locating in high traffic areas, defined as average daily count trip of two thousand five hundred or more trips per day; and
 - 10. Land uses subject to DEQ 1200-Z Industrial Stormwater Permit Requirements.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.060 Abrogation and greater restrictions.

Where the provisions of this chapter are less restrictive or conflict with comparable provisions of other portions of this code, regional, state or federal law, the provisions that are more restrictive shall govern. Where this chapter imposes restrictions that are more stringent than regional, state or federal law, the provisions of this chapter shall govern. However, nothing in this chapter shall relieve any party from the obligation to comply with any applicable federal, state or local regulations or permit requirements.

Compliance with this chapter and the minimum requirements, minimum standards, and design procedures as set forth in the city adopted public works stormwater and grading design standards does not relieve the designer, owner, or developer of the responsibility to apply conservative and sound professional judgment to protect the health, safety and welfare of the public. It is not the intent of this chapter to make the city a guarantor or protector of public or private property in regard to land development activity.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.070 Severability.

The provisions of this chapter are severable. If any section, clause, or phrase of this chapter is adjudged invalid by a court of competent jurisdiction, the decision of that court shall not affect the validity of the remaining portions of this chapter.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.080 Submittal requirements.

- A. Applications subject to stormwater conveyance, water quality, and/or flow control requirements of this chapter shall prepare engineered drainage plans, drainage reports, and design flow calculation reports in compliance with the submittal requirements of the public works stormwater and grading design standards.
- B. Each project site, which may be composed of one or more contiguous parcels of land, shall have a separate valid city approved plan and report before proceeding with construction.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.090 Approval criteria for engineered drainage plans and drainage report.

An engineered drainage plan and/or drainage report shall be approved only upon making the following findings:

- A. The plan and report demonstrate how the proposed development and stormwater facilities will accomplish the purpose statements of this chapter.
- B. The plan and report meet the requirements of the public works stormwater and grading design standards adopted by resolution under OCMC 13.12.020.
- C. The storm drainage design within the proposed development includes provisions to adequately control runoff from all public and private streets and roof, footing, and area drains and ensures future extension of the current drainage system.
- D. Streambank erosion protection is provided where stormwater, directly or indirectly, discharges to open channels or streams.
- E. Specific operation and maintenance measures are proposed that ensure that the proposed stormwater quantity control facilities will be properly operated and maintained.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.100 Alternative materials, alternative design and methods of construction.

The provisions of this chapter are not intended to prevent the use of any material, alternate design or method of construction not specifically prescribed by this chapter or the public works stormwater and grading design standards, provided any alternate has been approved and its use authorized by the city engineer. The city engineer may approve any such alternate, provided that the city engineer finds that the proposed design is satisfactory and complies with the intent of this chapter and that the material, method, or work offered is, for the purpose intended, at least the equivalent of that prescribed by this chapter in effectiveness, suitability, strength, durability and safety. The city engineer shall require that sufficient evidence or proof be submitted to substantiate any claims that may be made regarding its use. The details of any action granting approval of an alternate shall be recorded and entered in the city files.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.110 Transfer of engineering responsibility.

Project drainage plans shall always have a project engineer. If the project engineer is changed during the course of the work, the city shall be notified in writing and the work shall be stopped until the replacement engineer has agreed to accept the responsibilities of the project engineer. The new project engineer shall provide written notice of accepting project responsibility to the city within seventy-two hours of accepting the position as project engineer.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.120 Standard construction specifications.

The workmanship and materials shall be in accordance with the current edition of the "Standard Specifications for Public Works Construction," as prepared by the Oregon Chapter of American Public Works Association (APWA) and as modified and adopted by the city, in effect at the time of application. The exception to this requirement is where this chapter and the public works stormwater and grading design standards provide other design details, in which case the requirements of this chapter and the public works stormwater and grading design standards shall be complied with.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.140 Maintenance of public stormwater facilities.

- A. A stormwater facility that receives stormwater runoff from a public right-of-way shall be a public facility. Upon expiration of the warranty period and acceptance by the city as described below, the city shall be responsible for maintenance of those public stormwater facilities. Access for maintenance of the stormwater facilities shall be provided to the city through the granting of a stormwater easement or other means acceptable to the city.
- B. Responsibility for maintenance of stormwater facilities including all landscaping, irrigation systems, structures and appurtenances shall remain with the property owner/developer for two years (known as the warranty period). The owner/developer shall provide the city a separate two-year landscaping maintenance surety bond for one hundred ten percent of the landscaping cost. Transfer of maintenance of stormwater conveyance systems shall occur when the city accepts the stormwater conveyance system.
- C. The city will perform an inspection of the development's entire publicly maintained stormwater system approximately forty-five days before the two-year warranty period expires. The stormwater system shall be found to be in a clean, functional condition by the city engineer before acceptance of maintenance responsibility by the city.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.145 Maintenance of private stormwater facilities.

- A. An applicant shall submit an operation and maintenance plan for each proposed stormwater facilities, unless exempted in the public works stormwater and grading design standards. The information in the operation and maintenance plan shall satisfy the requirements of the public works stormwater and grading design standards.

- B. Private owners are required to inspect and maintain stormwater facilities on their property in accordance with an approved operation and maintenance plan. A maintenance log is required to document facility inspections and specific maintenance activities. The log shall be available to city inspection staff upon request.
- C. Failure to operate or maintain a stormwater facility according to the operation and maintenance plan may result in an enforcement action under Section 13.12.150.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.150 Penalties and enforcement.

- A. The city is authorized to make inspections and take such actions as required to enforce the provisions of this chapter. The city has the authority to enter onto land for the purpose of inspecting site development activities or resulting improvements. City staff will make an effort to contact the property owner before entering onto that property.
- B. If the city engineer determines a site has any unpermitted or illegal facilities placed, constructed or installed on the site, then the city engineer shall notify the owner in writing directing the owner to submit a written plan (with construction drawings completed by a professional engineer, if otherwise required by this chapter) within ten calendar days. This plan (and drawings, if required) shall depict the restoration or stabilization of the site or correct the work that has adversely impacted adjacent or downstream property owners. The city engineer shall review the plan (and drawings, if required) for compliance with city standards and issue comments for correction, if necessary, or issue an approval to the owner. The city shall establish a fee by resolution for such review, with all costs borne by the owner. If the required corrective work constitutes a grading permit, then the city shall collect the appropriate grading permit fee.
- C. Any person, firm, corporation or entity violating any of the provisions of this chapter, whether they be the property owner, the applicant, the contractor or any other person acting with or without the authorization of the property owner or applicant, shall be subject to the code enforcement procedures of OCMC 1.16, 1.20 and 1.24.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.160 Hazardous conditions.

- A. Determination and Notification. If the city engineer determines that any excavation, embankment, erosion/sedimentation control or drainage facility is a safety hazard; endangers property; or adversely affects the safety, use or stability of a public way, water quality resource areas (pursuant to OCMC 17.49) or drainage course, the owner(s) of the subject property and/or the person or agent in control of the property shall be required to repair or eliminate the hazard in conformance with the requirements of this chapter and the public works stormwater and grading design standards. At the time that the city engineer makes the determination that a hazardous condition exists, the property owner and/or person or agent in control of the property will be notified in writing that the hazard exists.
- B. Order to Correct. The city engineer will order the specific work to be undertaken or will order that an engineering design be submitted for review and approval by the city engineer, and will specify the time periods within which the hazardous conditions be repaired or eliminated. In the event that the owner and/or the person or agent in control of the property fails to comply with this order, that person shall be subject to the code enforcement procedures of OCMC 1.16, 1.20, and 1.24.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.170 Permits from other jurisdictions.

- A. The Oregon State Department of Environmental Quality (DEQ) currently issues NPDES 1200-C permits for projects that cover areas of one acre or greater. No permit shall be issued for projects of this size (or any other size as modified by DEQ) without a copy of said DEQ permit being on file with Oregon City. DEQ is responsible for policing its own permits; however, if city personnel observe conditions that are believed to be in violation of any such permit, and cannot get corrections made, the city will bring such conditions to the attention of the appropriate DEQ representatives.
- B. Projects may require Oregon State Division of State Lands (DSL) and/or United States Army Corps of Engineers (USACE) permits. If such permits are required, no permission to construct will be granted until such a time as a copy of such permit is on file with the city or notice is received from those agencies that a permit is not required. DSL/USACE is responsible for enforcing its own permits; however, if city personnel observe conditions that are believed to be in violation of any such permit, and cannot get corrections made, the city will bring such conditions to the attention of the appropriate DSL/USACE representatives.
- C. Projects may require Oregon State Department of Fish and Wildlife (ODFW) permits. When ODFW permits are required, no work will be authorized until the receipt of a copy of the ODFW permit. ODFW is responsible for policing its own permits; however, if city personnel observe conditions that are believed to be in violation of any such permit, and cannot get corrections made, the city will bring such conditions to the attention of the appropriate ODFW representatives.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)

13.12.180 Violation—Penalty.

Any act or omission in violation of this chapter shall be deemed a nuisance. Violation of any provision of this chapter is subject to the code enforcement procedures of OCMC 1.16, 1.20 and 1.24.

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019)