



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING - REVISED AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, February 5, 2025 at 7:00 PM

Ways to participate in this public meeting:

- Attend in person, location listed above. Please see the public comment guidelines below.
- Attend the livestream of the meeting on the City's YouTube Channel: <https://www.youtube.com/user/CityofOregonCity>
- Register to provide electronic testimony (email recorderteam@orc.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)
- Email recorderteam@orc.org (deadline to submit written public comment 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

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

- a. Black History Month

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

- a. Natural Resources Committee Presentation

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

- a. Change Order No. 2, for the Holcomb Boulevard Safe Routes to School Project (CI 22-011)

8. PUBLIC HEARINGS

- a. First Reading of Ordinance No. 24-1013, Vacating Sections of Public Rights-of-Way within Clackamas County Housing Authority Property named "Clackamas Heights" legally addressed as 13900 Gain Street

9. GENERAL BUSINESS

- a. Resolution No. 25-04 - A Resolution in Support of Banning the Sale of Flavored Tobacco and Synthetic Nicotine Products and Protecting Youth from a Lifetime of Nicotine Addiction
- b. Oregon City Antique Fire Trucks Donation
- c. Adaptive Re-Use Building Rehabilitation Program 2.0
- d. 2025 State Transportation Funding Joint Values and Outcomes Document from C-4
- e. Update and discussion on the process by Clackamas County to sell the Courthouse located on Main Street.

10. COMMUNICATIONS

City Manager

- a. Update on Planning Commission Applications and Interview Process Discussion

Commissioners

Mayor

- a. Mayoral Appointments to Boards and Committees

11. ADJOURNMENT

ORDINANCE NOTICE

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

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair calls your name, proceed to the speaker's table, and state your name and city of residence. Each speaker is given 3 minutes to speak. Representatives of neighborhood associations may be given 5 minutes to speak if requested. As a general practice, the City Commission does not engage in discussion with those making comments. Complaints shall first be addressed at the department level prior to addressing the City Commission. Electronic presentations are permitted but must 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](#) and available on demand following the meeting. The meeting can be viewed on Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WFMC at 503-650-0275 for a programming schedule.

PROCLAMATION

BLACK HISTORY MONTH 2025

- Whereas,** each February, National Black History Month serves as both a celebration and a powerful reminder that Black history is American history, Black culture is American culture, and Black stories are essential to the ongoing story of America; and
- Whereas,** beginning in 1976, every president of the United States has declared the month of February as “Black History Month;” and
- Whereas,** Black and African Americans have made innumerable contributions that have enriched America and indeed the lives of every American, and Black and African Americans have made and continue to make America a better place and Americans better people; and
- Whereas,** throughout the arc of history to the present day, Black and African Americans have experienced and endured the inhumanity of injustices and inequalities; and
- Whereas,** in the face of wounds and obstacles older than our Nation itself, Black and African Americans can be seen in every part of our society today, strengthening and uplifting all of America; and
- Whereas,** on June 9, 2020, the City Commission of the City of Oregon City individually signed Resolution 20-19, stating and outlining the City’s stance against *racism, discrimination, and social injustice in our country and community*; and
- Whereas,** as we celebrate National Black History month, let us all recommit to ourselves to reach for that to which every American is due. Let us move forward the work to build an America that is benevolent, diverse, and united.

Now, Therefore, Be It Resolved that the City Commission of Oregon City calls upon educators, librarians, and all people of the City of Oregon City to observe this month with appropriate programs, ceremonies, and activities, and does hereby proclaim:

February 2025
as
Black History Month

And, call upon the residents of Oregon City to join their fellow citizens across the United States in recognizing and participating in this special observance,

In Witness Whereof, I have hereunto set my hand this 5th day of February 2025.

Denyse C. McGriff, Mayor

January 22, 2025

Subject: ICON Expedited Application

To: Mayor and City Commissions,

Well, here are again, with the same concerns with more development in Park Place.

With the recent destruction of fires and loss of life in the LA area. We are reminded of the evacuations in Oregon City a few years ago. With one way out of Park Place and that is the 2 lane Holcomb Blvd. With the 120 plus home on the Serres property, and now another 55, we need to have the Holly Lane extension, to take some of the pressure off Holcomb. However, unless there are improvements made to the Redland/213 intersection, it won't matter as it all funnels into that intersection. With the 100 plus apartments on Maple Lane, and future development on the golf course, we need to have updates on these major intersections, before there is another major disaster, that will require evacuations.

I am not against development, but it is all done in such an irresponsible way, with no thought for existing neighbors, or any future access to get around the city. The developers come in, destroy our livability, and walk away and the citizens are left hold the bag. The city gets the developers fees, which is why I am sure the approved those 5 story apartments, and none of it goes into any infrastructure. Except for the "round about" on Maple Lane.

I don't know what the "Expedited Application means, or if are hands are tied, and we have been sold down the river by developers.

January 8, 2025

Dear Members of the Oregon City Commission,

We are writing on behalf of the Oregon City Natural Resource Advisory Committee (NRC) to present our recommendations regarding the City's urban forestry efforts, particularly focusing on the preservation and enhancement of the city's tree canopy. We believe swift action is necessary to address the alarming decline of our tree canopy and to establish a more robust and sustainable approach to urban forestry. We provide recommendations to address tree canopy loss and improving the City's approach to urban forestry.

In alignment with the City Commission's 2023-2025 Goal 7.1 and the OC2040 Comprehensive Plan, which call for strengthening our "extensive tree canopy," we must act with urgency. The justification for focusing on this issue is clear, but the path forward requires concerted effort, improved policies, and proper funding. After careful review of current practices and policies with staff, we identified several key areas requiring improvement:

1. **Understanding our current tree canopy:** Currently, the City lacks a comprehensive, citywide understanding of this asset.
2. **City policies and plans for tree canopy management:** While our comprehensive plan acknowledges the importance of the urban tree canopy, there is no unified, adopted urban forestry plan to manage this vital resource.
3. **Preservation of mature trees:** The current policies fall short in safeguarding mature trees, which are the cornerstones of our urban canopy.
4. **Recommendations to updating tree code for better tree protections:** Our current tree code is fragmented and lacks the clarity needed to ensure the long-term preservation of Oregon City's tree canopy.
5. **Securing necessary funding:** We strongly recommend that the City pursue state grant opportunities in addition to prioritizing city budget towards managing this critical infrastructure.

The time to act is now. The longer we wait, the more costly it will be to repair the damage caused by tree canopy loss. If we commit to the necessary investments today, we can ensure that Oregon City not only preserves but enhances its urban tree canopy, providing lasting benefits for our environment, economy, and quality of life. We owe it to our residents, our children, and the generations that follow to protect and nurture the trees that make Oregon City a vibrant, healthy place to live.

Thank you for your attention to this important matter. We stand ready to work with the Commission to ensure the successful implementation of these essential initiatives.

Sincerely,
Oregon City Natural Resource Advisory Committee

To the Oregon City Commission:

At a joint meeting on October 9 the Natural Resources Committee and Parks and Recreation Advisory Committee discussed recommendations for improving the City's approach to urban forestry, and address tree canopy loss.

The benefits of a healthy urban tree canopy are undeniable. Beyond environmental advantages, it enhances public health, increases property values, reduces crime, and mitigates the effects of climate change. These benefits are well-established, yet we are losing ground. Urban canopy loss is accelerating, and if we fail to act now, the costs to our community—environmentally, socially, and economically—will only rise. This is not just a matter of preserving trees; it's about ensuring a livable, resilient, and thriving community for future generations. Oregon City Commission 2023-2025 Goal 7.1 and the OC2040 Comprehensive Plan call for supporting our "extensive tree canopy". The justification for prioritizing this topic is not in question.

The issues at hand involve what to do to improve our tree canopy.

1. To what extent do we understand our current tree canopy?

Reports that the city provides for annual Tree City USA designation document tree removal, pruning, and replacement numbers is collated from three city departments. These numbers do not represent an accurate or thorough assessment of our Urban Canopy. Given this gap in information regarding important green infrastructure, a public tree inventory is needed as a basic measure to support the work of management and establishing clear canopy goals.

Tools are available to help with quantifying current canopy distribution and develop processes for canopy growth. Supporting geospatial software (GIS) and data from aerial imagery is already available for city staff. Comparing canopy extent across the city over time to evaluate canopy change is a straightforward analysis that many GIS professionals can accomplish. The City can then determine if the urban tree canopy meets the national average of a minimum canopy standard (33%) and measure the relative distribution. This information would also identify areas that receive insufficient shade and focus future planting and maintenance work by priority areas rather than areas that require emergency work or because a landowner can afford it. With baseline canopy information we can better understand current canopy coverage and develop a proactive urban forestry plan with public input. We can then use that plan as a basis for updating city code, policies, management, and resource allocation for our urban tree canopy.

2. What are the City's current policies and plans for managing tree canopy?

We currently have no adopted urban forestry plan that sets policy direction for managing city trees or the tree canopy. The comprehensive plan includes a few sentences about the importance of the city's tree canopy and a handful of goals and strategies. There are at least three chapters in city code addressing tree removal and replacement. For example, public trees in the city code are in Chapters 12.08 – Public and Street Trees under Title 12 – Streets,

Sidewalks and Public Places, while trees on private properties undergoing development are located in Chapter 17.41 and, if applicable, the Natural Resources Overlay District in Chapter 17.49 under Title 17 Zoning regulations. Currently, the city's codes do not prohibit the removal of healthy, large canopy trees, or require a sufficiently large proportional number of replacement trees when such trees are removed from a proposed development site. proposed development may choose the easiest course of clearing a lot and is not required to prioritize existing trees or stands as per Chapter 17.41.

If the City desires to preserve mature trees on development properties, codes need to be amended to explicitly include clear and objective standards to protect and set aside some density or percentage of larger trees (e.g. larger than 20" diameter at breast height (DBH), similar to the cities of Portland, Milwaukie and Gresham.

A comprehensive tree code specifying retention, planting, mitigation, and canopy coverage goals is important to validate urban forestry management and practices that support an extensive tree canopy.

3. Does the current code support the preservation of mature trees which provide the most substantial canopy?

The short answer is no. Current code has four chapters that discuss tree preservation and mitigation. Oregon City's Heritage Tree program (OCMC 12.32) recognizes special mature trees but enrollment in the program is voluntary. Aside from Heritage Trees, the city code does not require the protection of large mature trees on public or private property. Chapter 12.08.35 speaks to protecting all city-owned trees during development if those trees are planned for retention. If a capital-improvement project (CIP) requires tree removal, then the city would replant according to Chapter 17.41 (Tree Protection, Preservation, Removal and Replanting Standards). Chapter 17.41 allows for the removal of trees in development and requires mitigation for trees within or beyond the construction area. Although there are clear and objective standards and options available within Chapter 17.41 that are intended to incentivize the preservation of mature trees through reductions in lot sizes and dimensional requirements for residential subdivisions, these provisions are seldom chosen, since the cost of installing public infrastructure, grading and preparing land for development is astronomical compared to the undervalued benefits of preserving trees on a development site. Chapter 17.41.060.E allows the option for existing trees within a tract to be protected by a permanent restrictive covenant or easement (as was implemented for a development in Park Place) but is rarely used. Chapter 17.40 discusses tree preservation and mitigation during development within Natural Resource Overlay Districts to meet Metro Titles 3, 13 and Statewide Planning Goal 5.

Despite the stated goals listed at the beginning of these chapters, canopy retention is not sufficiently supported within new developments, public right-of-ways (ROW), or parks. **Existing code and supporting policy that guide preservation must be implemented to support our extensive urban canopy.**

Fee in lieu options for development must be set to encourage the retention of healthy large trees that provide 30% lot canopy coverage. Tree mitigation requirements must be implemented for removing large trees regardless of tree health or safety risks. In cases of natural tree loss, replanting needs to occur to return the canopy lost.

4. How can the city best update code for better tree canopy protection?

The NRC and PRAC have identified the following as ways to better align City code with the goal of supporting a healthy tree canopy:

- A. **A robust tree code and a city forester are critical to create goals of overall canopy protection across the city and implement actions to reach them.** The development of sound tree management policies facilitate urban forestry health and public safety. An urban forester can review development applications to ensure city code is properly implemented and guide projects to meet community tree goals. Much like the staff in Public Works care for our streets, lights, and utility infrastructure, an urban forester can facilitate better tree maintenance that promotes healthier, and safer, trees for the community. This staff position would be responsible for overseeing and maintaining the urban forest holistically including establishing protocol for how trees in the city are managed and how best to mitigate risks to public safety.
- B. **An urban forest management plan is needed.** This plan outlines city wide canopy goals set by the community and informed by industry best practices. Like any master plan, this document would provide direction for the maintenance and improvement of an important resource, our urban forest. An urban forest master plan responds to environmental mandates, community values, and clarifies urban forest management and authority. An urban forest management plan anticipates changes to tree codes and communicates with the public. This plan, implemented by a city forester, would serve as a template for community guidance regarding tree canopy preservation and growth.
- C. **When proposing tree code updates, utilize and defer to the best practices and integrate public engagement to ensure alignment with community values.** Examples from the Arbor Day Foundation, the City of Milwaukie, West Linn, and Portland provide examples of tree codes that place greater emphasis on tree preservation for public and private development. Also, they provide clear standards for planting and pruning to ensure new trees are established for success and mature trees are maintained for health and safety.
- D. **The city must adopt industry standard practices for assessing hazard trees.** When evaluating tree health, the city can require Tree Risk Assessments performed only by Certified Arborists. To prevent a conflict of interest, an assessing arborist should never be from the same contractor hired in case of removal. This conflict underscores the

importance of a city forester to objectively review removal requests and ensure trees are maintained properly and are not needlessly removed for financial gain.

- E. **The city should develop clear policy with reasonable deference for tree retention in cases where healthy trees are impacting sidewalks.** For sidewalk uplift, we should correctly indicate that the sidewalk is the hazard rather than an adjacent tree where the tree is not considered dead, dying, or dangerous. If uplift from trees creates a non-compliant sidewalk that violates ADA requirements, alternatives to tree removal including sidewalk repair, rerouting and/or prudent root pruning by a certified arborist should be the first options explored. An adjusted sidewalk may be feasible at a lower cost than tree removal depending on context.

If code allows tree removal in cases where deemed absolutely necessary, we urge more robust mitigation requirements to replace lost canopy. Acceptable replacement trees should include consideration of potential canopy size (not only tree count). Mitigation requirements must include care and maintenance for establishment after planting. Income from fees can support more tree plantings, improved maintenance, and better compliance enforcement. Adjustments to the City's Sidewalk Replacement Assistance grant program could be modified to include funding support for easement or covenant costs on adjacent private property.

For 4-foot strips and larger without overhead wires, compulsory replanting is recommended following guidance from the Street Tree Planting List and right-of-way planting standards.

5. What are the relevant funding needs and prospects?

- A. The cost of an Urban Forester staff position is possible given vacancies in current FTEs in the Public Works and Parks Departments. Adjustments in adding this position would not significantly alter current staff expenditures for the city.
- B. To support the development of a Tree Code and an Urban Forest Management plan, there are two major state grants available. These funds are available without any match requirement. Projects such as increased tree planting, conducting Tree Canopy Assessments, Tree Inventories, and Urban Forest Plan development, and other green infrastructure projects are activities supported by these grants. Oregon Department of Forestry and the Oregon Department of Land Conservation and Development are requesting proposals to fund efforts such as we propose here. We are recommending that the City allocate staff time to pursue these grants.
- C. The work of updating code and developing a long-term tree canopy plan could be done with a mix of staff time, volunteer involvement, and hired contracting. These activities

January 8, 2025

may be supported with grant funding without significant costs to current city budget. We urge the commission to direct staff to pursue such grants.

- D. Along with the overall plans and policies, a dedicated FTE for an Urban Forester position would be the best investment in managing the canopy long-term. This position would relieve less-specialized workers in Public Works and Parks and inform/oversee contract work to ensure best practices are used in the areas of the city with the most need. It would also enable the city to identify and address tree issues sooner before they become more costly. As the City needs to manage trees regardless, this staff role will save the city money.

It is our recommendation that the above steps will be most effective if we do not delay. Our tree canopy is a long-term investment, and one that is best managed with planning and policies that are geared towards long term preservation. We have seen major canopy loss in recent years, and we need to understand it and slow the loss to get on track to eventual recovery and resilience. To have a healthy canopy in 2040 aligned with the OC2040 vision, we need to work today to protect and enhance the canopy we have now.

Sincerely,
Oregon City Natural Resource Advisory Committee



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** February 5, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.a. - Change Order No. 2, for the Holcomb Boulevard Safe Routes to School Project (CI 22-011)

STAFF RECOMMENDATION:

Authorize the City Manager to execute Change Order No. 2 in the amount of \$141,311.76 for the Holcomb Boulevard Safe Routes to School Project (CI 22-011).

EXECUTIVE SUMMARY:

Change Order No. 2 is for modifications to the Holcomb Boulevard Safe Routes to School Project. All contract changes represent work additions totaling \$141,311.76 and an overall contract increase of 4.91 percent.

BACKGROUND:

On March 15, 2023, Oregon City Commission approved a grant agreement with Oregon Department of Transportation (ODOT) for the Holcomb Boulevard Safe Routes to School (SRTS) Project to improve bicycle and pedestrian access and install a piped storm drainage system where the existing ditch was located, to allow construction of the project along Holcomb Boulevard.

Design began in April 2023, with utility relocations coordinated in compliance with Oregon City's Municipal Code. Utility companies (with infrastructure in the project area) were notified to relocate their utility infrastructure in early 2024, and while Portland General Electric and Comcast relocated their utilities, Lumen did not. The City continues to coordinate with Lumen for relocation. Per Oregon City's Municipal Code, private utility companies must relocate facilities by a date certain after receiving official notice.

On May 3, 2024 the City awarded the construction contract to Dirt & Aggregate, Inc. for \$2,873,730.00, to construct the Holcomb Boulevard Safe Routes to School Project in two phases. Construction began in Summer 2024 with phase one aimed to include most of the construction be complete by August 30, 2024, prior to the start of the school year. Phase two was to conclude the remaining portion of the project by November 15, 2024.

As construction began, Lumen had yet to move their utilities. The City has continued to regularly coordinate with them to relocate their facilities out of the work zone. Because their utilities have not yet been relocated, the contractor has had to use inefficient means and methods to work around them which has delayed the project. As a result, additional traffic control has been necessary to help the project progress as much as possible. These

unplanned delays and altered work plans have impacted the project schedule and costs; therefore, the City is actively working with legal representation to address these impacts.

Additional franchise utility coordination was necessary to relocate the existing gas main on Holcomb Blvd out of the way of the new 24" storm drainage system. As the project was delayed into the fall wet season, stormwater bypassing and repairs, not originally necessary, had to be implemented until the new storm drainage system could be constructed. The storm bypassing and overflow mitigations added financial costs.

The City remains committed to completing this project and is working diligently to keep the project moving forward. The City is exploring options including hiring a contractor to relocate Lumen's utilities. Due to the delays, the new estimated completion date is May 30, 2025; however, this is dependent on Lumen's relocation.

As work progresses on the project, the following modifications have been identified and negotiated with the contractor:

Change Order No. 2:

- The contract increase of \$141,311.76 is to cover the mitigation expenses incurred to install the new storm sewer system on Holcomb Boulevard. Due to the franchise utility relocation issues, which resulted in delays, the cost to bypass stormwater and repair items was necessary yet not included as part of the original contract.

Change Order No. 1::

- Delays in private franchise utility relocations impacted the project's production and schedule. The original completion date for the project was to be November 15, 2025. Change Order No.1 adjusted the completion date to account for the schedule impacts to May 16, 2025. No project costs were adjusted with Change Order No.1. Change Order No. 1 was within the signing authority of the Public Works Director/City Manager and was approved administratively.

The net increase of Change Order No. 2 is \$141,311.76, increasing the total contract price to \$3,015,041.76 – slightly under a 5 percent contract increase. The original contract completion date was November 15, 2024. Change Order No. 1 modified the completion date to May 16, 2025. Although the second change order was not anticipated with the original project budget, adequate funds are available to cover the expense until the City can request reimbursement from Lumen for the expenses incurred due to their delay in relocating utilities, as required by the Oregon City Municipal Code..

OPTIONS:

1. Approve Change Order No. 2, for the Holcomb Boulevard Safe Routes to School Project (CI 22-011).
2. Approve Change Order No. 2, for the Holcomb Boulevard Safe Routes to School Project

(CI 22-011) with Amendments.

3. Deny Change Order No. 2, for the Holcomb Boulevard Safe Routes to School Project (CI 22-011) and provide further direction.

BUDGET IMPACT:

Amount \$141,311.76

Fiscal Year(s): 24/25

Funding Source(s): Streets SDC, Storm SDC, and Storm Operating

SECTION III A **CONTRACT AGREEMENT**

This Agreement, made and entered into this 1st day of May, 2024, between the CITY OF OREGON CITY ("CITY"), acting by and through the City Commission and **Dirt & Aggregate Interchange, Inc.** ("CONTRACTOR").

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

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: Holcomb Boulevard SRTS Project (CI 22-011) in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid	Statutory Conditions to Contract Agreement
Scope of Work	Performance Bond
Instructions to Bidders	Payment Bond
Bid Proposal and Bid Schedule	State of Oregon Statutory Public Works Bond
Compliance with ORS 279C.840	General Conditions
Resident Bidder Status	Prevailing Wage Rates for Public Works Contracts in Oregon, dated January 5, 2024
Certification of Drug Testing Program	Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon
Non-Collusion Statement	Prevailing Wage Apprenticeship Rates dated January 5, 2024
Asbestos Certification	Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018
Registrations	Special Provisions
Certification of Non-Discrimination	Contract Drawings
Certification of Compliance with Tax Law	City of Oregon City Standard Details
Bidder Responsibility Form	Technical Specifications
Bid Bond	2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents
First Tier Subcontractor Disclosure Form	All items included within these Contract Documents.
Customer Service Acknowledgment Form	
Contract Agreement	
Oregon City Public Improvement Standard Conditions	

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 portion of the project from Holcomb School Road through 14633 Holcomb Boulevard, including improvements on Holcomb School Road, shall be substantially complete by August 30, 2024 and ready for final acceptance by September 13, 2024. The portion of the project from 14633 Holcomb Boulevard to 14737 Holcomb Boulevard shall be substantially complete by September 27, 2024 and ready for final acceptance by October 11, 2024. The entire project shall be substantially complete by October 25, 2024 and ready for final acceptance by November 15, 2024) as identified in 00180.50(b) of the Special Provisions. See also 00150.50(f).

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be two million, eight hundred seventy-three thousand, seven hundred thirty dollars and zero cents (\$2,873,730.00).

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
Anthony J Konkol III (May 2, 2024 12:38 PDT)
Anthony J. Konkol III
City Manager

By: John Lewis
John Lewis (May 2, 2024 10:50 PDT)
John M. Lewis, P.E.
Public Works Director

Approved as to Legal Sufficiency

By: CLZ
Carrie Richter (May 2, 2024 11:54 PDT)
City Attorney

City Commission Award Date:

2024-05-01

Dirt & Aggregate Interchange, Inc.

Corey Pelfrey
Printed Name

By: CA Pelfrey
Authorized Signature

President
Title

2024-05-03
Date

Address:
20905 NE Sandy Blvd.
Fairview, OR 97024

93-0659774
Federal Taxpayer ID Number

SECTION III B
PUBLIC IMPROVEMENT STANDARD CONDITIONS

1. Time of Completion. The City and the Contractor recognize that time is of the essence in this agreement, and the City may sustain damages if work is not completed within the contract time limit as stated or as adjusted during the life of the contract. It is agreed that the Contractor shall pay the City, as liquidated damages, but not as a penalty, the per diem amount listed in the Schedule of Liquidated Damages, as set forth in the contract documents, for each and every day elapsed in excess of the final contract time.

Permitting the Contractor to finish the work after the contract time has expired shall not be a waiver of any of the City's contract rights.

2. Payments, Statement of Compliance and Subcontractor Payments.

a. Contract Sum and City Payments.

The City shall pay to the Contractor, for the performance of this agreement, the amounts determined for the total supplied number of each of the specified units of work in the Schedule of Bid Items contained in the contract documents. The number of units contained in this schedule is understood to be approximate only, and that any item may be expanded, contracted, or eliminated by procedures contained in the contract documents.

b. Statement of Compliance.

Before any payment is made to the Contractor, the Contractor shall file with the City a statement, under oath, that it has complied with all provisions of state law governing contractors on a public contract. In addition, the Contractor shall file with the City a sworn statement by each of its subcontractors to the same effect.

c. Progress Payments and Retainage.

Partial payments may be made by the City on a monthly basis. Partial payments will be based on an estimate of the percentage of completion for the work. Progress payments shall not be considered an acceptance or approval of any of the work or a waiver of any defects therein. The City may reserve, as retainage from progress

payments, an amount not to exceed five percent of the payment. The Contractor shall have the right to have cash retainage deposited in an interest-bearing account, in accordance with ORS 279C.550. The City does not accept deposit bonds or securities in lieu of cash retainage. If the contract price exceeds \$500,000, the City will place amounts deducted as retainage into an interest-bearing escrow account. Interest on the retainage amount accrues from the date the payment request is approved until the date the retainage is paid to the contractor to which it is due.

d. Certified Payroll Statements.

The Contractor shall file certified payroll statements with the City at a minimum of once per month. Failure to do so shall result in the City withholding 25% of amounts due the Contractor, in addition to any other required retainage.

e. Final Payment.

The final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by this agreement. Not more than 30 days after final completion of the Work and the City's final acceptance of the work, which shall include the taking of final measurements of quantities, the City shall make its final payment to the Contractor. Retainage held by the City shall be included in, and paid to the Contractor, as part of the final payment. If the final payment is made more than 30 days after final completion and final acceptance, the City shall pay the Contractor interest at the rate of one and one half (1 - 1/2%) per month on the final payment, commencing 30 days after completion of the work by the Contractor and final acceptance of the Work by the City. To facilitate the City's inspection, the Contractor shall notify the City in writing when the Contractor considers the work complete.

f. Subcontractor Payments.

The Contractor shall pay the subcontractor for satisfactory performance under the subcontract, out of amounts that are paid by the City to the Contractor, within 10 days of the Contractor's receipt of such payments from the City.

If the Contractor, or a first tier subcontractor, fails to make timely payment to the subcontractor then the Contractor or first tier subcontractor shall owe the person the amount due plus an interest penalty beginning on the day after the required payment date and ending on the date on which payment is made, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first tier subcontractor on the amount due shall equal three times the discount rate on 90 day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when the payment was received from the Contractor, a first tier subcontractor or City, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

The subcontractor must provide in all contracts with lower tier subcontractors or suppliers a clause requiring that the subcontractor shall pay the lower tier subcontractors and suppliers in accordance with the provisions of the immediately preceding two paragraphs above.

Pursuant to ORS 279C.515(C), if the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as the claim becomes due, the proper officer or officers representing the City, may pay such claim to the person furnishing the labor or services and charge the amount of the

payment against funds due or to become due the Contractor by reason of the contract.

First tier subcontractors shall file certified payroll statements with the Contractor. Failure to do so shall result in the Contractor withholding 25% of amounts due the first tier subcontractor.

3. Insurance, Indemnity, Termination.

a. Insurance.

The Contractor shall maintain in force for the duration of this contract the insurance coverages specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage, which the City may carry. A copy of each policy or a certificate satisfactory to the City shall be delivered to the City prior to commencement of work.

Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the State of Oregon. Each policy shall contain an endorsement entitling the City to not less than 30 days prior written notice of any material change, nonrenewal or cancellation.

In the event statutory limits of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, the City shall have the right to require the Contractor to increase the Contractor's coverages to the statutory limit for such claims, and to increase the aggregate coverage to twice the amount of the statutory limit.

The adequacy of all insurance required by these provisions shall be subject to approval by the City. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination by the City.

i) Comprehensive General Liability.

The Contractor shall maintain a broad form comprehensive general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000. Coverage shall be for

bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover the Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

ii) Comprehensive Automobile Liability.

The Contractor shall maintain a comprehensive automobile liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000 for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

iii) Workers' Compensation Insurance.

The Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. The Contractor shall provide the City with such further assurances as the City may require from time to time that the Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

b. Indemnification.

The Contractor shall indemnify and hold the City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs (including attorney fees) and other costs of defense, arising out of or in any way related to the Work, the Contractor's failure to comply strictly with any provision of this contract, or any other actions or failure to act by the Contractor and the Contractor's employees, agents, officers, representatives and subcontractors.

In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the City.

c. Termination and Suspension.

The City may terminate this contract or suspend the work at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest.

In the event the Work's suspension is not the result of a labor dispute and this contract is not terminated, the Contractor shall be entitled to a reasonable extension of the time for completion, to be determined by the City, and shall be compensated for all actual verified costs incurred as a result of the suspension, plus the Contractor's standard overhead with respect to such costs.

In the event of a termination of this contract under these provisions, the Contractor shall be compensated for any preparatory work and actual, verified costs and expenses incurred as a result of the termination. In addition the Contractor shall be compensated for the Work performed on the basis of the Contract Sum in the case of any fully completed separate item or portion of the Work for which there is a separate or unit price, and with respect to any other portion of the Work shall be paid a percentage of the Contract Sum allocated to such other Work equal to the percentage of Work completed to the date of termination.

None of the foregoing provisions concerning compensation in the event of a suspension of Work or termination of this contract shall apply if such suspension or termination occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this contract, including a determination by the City that the Contractor has not progressed

satisfactorily with the Work in accordance with specifications.

4. Liquidated Damages.

Unless provided elsewhere in the Contract documents, liquidated damages in the amount of \$250.00 per calendar day shall apply for every day after the completion time limit that the project is not Substantially Complete.

Permitting the Contractor to continue and finish the work after the contract time or adjusted contract time has expired shall not be a waiver of any of the City's contract rights.

Payment of liquidated damages shall not release the Contractor from any obligations to complete the work nor constitute a waiver of the City's right to collect any additional damages that the City may sustain by failure of the Contractor to fulfill the contract. Liquidated damages shall be full and complete payment only for failure of the Contractor to complete the work on time. The amount of liquidated damages accrued may be deducted from payments due or to become due to the Contractor.

A contractor who has been assessed liquidated damages in a contract with the City shall be ineligible to bid on contracts from the City for a period of five (5) years from the date that the liquidated damages have been assessed.

5. Work Schedule.

The Contractor shall notify the City Engineer a minimum of 48 hours prior to commencing work. The Contractor shall perform all work in an expeditious manner, minimizing delays and inconvenience to local businesses and/or residents.

6. Existing Utilities.

The Contractor shall be responsible for checking actual utility locations in the field and checking with appropriate agencies that may have underground facilities within the project limits. The Contractor shall notify utility companies at least 2 business days, but not more than 10 business days before commencing any excavations. The excavator shall notify a utilities notifications system of the date, location, and depth of the proposed excavation and the type of

work to be performed. Notifying a utilities notification system constitutes notice only to the participating members of that service. If no utilities notification system is available, or if the owner of the underground facilities is not a member of a utilities notification system, the excavator shall give the same notice to each owner of underground facilities who is known to the excavator or who can be identified and contacted by the excavator.

7. Materials.

All materials shall be as specified in the Technical Specifications, plans, noted or other technical descriptions included herewith, unless otherwise noted. The City reserves the right to sample and test all material according to specification requirements cited in this contract.

8. Traffic Control.

Maintenance of traffic and traffic control through the work area shall be the responsibility of Contractor. If Contractor fails at any time during the project to provide adequate access for local traffic, the City may, at the discretion of the City Engineer, and giving the Contractor four (4) hours' notice, perform the necessary work to restore traffic and deduct the cost of such work from the contract price. The provisions for traffic control shall perform the necessary work to restore traffic and deduct the costs of such work from the contract price. The following provisions shall be made for traffic control:

- a. All work done under this contract in the City's right of way shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, as currently modified by the Oregon Department of Transportation.
- b. The Contractor shall insure that during non-work hours, that on-call staff is available to maintain all traffic control devices for the project. Both the City Engineer and the Chief of Police will be provided up to date contact information on these people. Failure to comply with this provision will cause the Contractor to be billed for any services required to be provided by City forces to

provide adequate protection to the traveling public during non-work hours.

- c. Traffic control and temporary protective and directional devices may be used outside the limits of the project when they have direct bearing on the work under contract.
- d. The Contractor shall consider at least the following factors in restricting traffic flow (consistent with notes above):
 - i) Emergency vehicle access.
 - ii) Sufficiency of traffic control personnel and devices.
 - iii) Prior warning to the public and residents.
 - iv) Notification to TriMet, School District, Post Office, garbage company, and City/County emergency dispatch agencies.
- e. At the pre-construction conference, the Contractor shall provide the name, address and telephone number of the individual responsible for project and construction traffic controls during non-working hours.
- f. The Contractor shall not interrupt access to any private driveway for more than three consecutive hours unless written permission has been given to the Contractor by the owner of the property affected. Advance notice of forty-eight hours shall be given by the Contractor to the affected landowners and residents.

9. Contractor's Use of Premises.

The Contractor shall exercise care to protect adjacent existing structures and property from damage. All debris and excess materials shall be removed and disposed at the direction of the City Engineer.

10. Control of Work.

All work done under this contract shall not be deemed complete until accepted by the City Engineer. The City Engineer shall decide any and all questions that may arise as to the quality

and/or acceptability of the materials used and/or work performed. Final approval and acceptance of any and all work performed under this contract shall be the responsibility of the City Engineer.

11. Contractor's Responsibility.

It is understood that the plans, specifications and other contract documents do not purport to control the method of preparing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method of performing and installing the work included in the contract documents shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect the Contractor's liability or status as an independent Contractor under this contract.

12. Plans and Specifications.

If there is a conflict between contract documents, the document highest in precedence shall control. The precedence shall be:

- First: Permits as may be required by law
- Second: Contract Agreement
- Third: Bidder's Proposal
- Fourth: Technical Provisions (Technical Specifications and Drawings)
- Fifth: General Requirements, General Conditions, and Supplementary Conditions

Change orders, supplemental agreements, and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans as modified by the General Requirements and Technical Provisions applicable to this Project.

13. Control of Contractor Work.

It will be the direct responsibility of the Contractor to furnish every subcontractor a complete set of project plans and ensure that these plans are on the project site and in use when the subcontractor is performing that portion of the project.

The Contractor shall be responsible for any process control sampling, testing, measurement,

and inspection needed to insure that the finished work complies with specifications. When density testing is required for assurance and/or acceptance testing, the Contractor shall furnish and operate the nuclear gauge or shall retain an independent testing firm to perform the compaction testing. The testing shall be conducted under the observation of the engineer and performed on all surfaces regardless of density requirements unless otherwise directed by the engineer. All test results shall be provided in written report form to the engineer.

The Contractor shall give the attention necessary to keep the work progressing at a rate satisfactory to the engineer. The Contractor shall provide, at all times, a competent superintendent for all work on the project. The superintendent shall be readily accessible on a daily basis, have a set of plans, specifications, special provisions, and addenda, and be experienced in the type of work being performed. The superintendent shall have the authority to receive and carry out, without delay, the engineer's instructions and orders and to make arrangements for necessary materials, equipment, and labor.

The Contractor shall allow the engineer access at all times, during normal office hours, to books and records of the Contractor and the Contractor's subcontractors that pertain to the contract, and furnish the engineer facts necessary to determine actual cost of any part of all of the work. The engineer will consider a request for confidentiality to protect trade secrets.

If the engineer is not provided proper facilities by the Contractor for keeping strict accounting of cost, then the Contractor agrees to waive any claim for extra compensation.

Contractor shall schedule work Monday through Friday only. Contractor shall establish a standard daily work schedule for hours to begin and end work that is acceptable to the City.

Contractor shall not trespass on private property nor shall they use business or residential garden hoses or water faucets without the written approval of the property owner(s).

14. Protection of City Property.

It is the Contractor's responsibility to protect sidewalks, asphalt paving, concrete, trees, shrubs, and any lawn areas at all times from work related damage of any type. Costs for cleaning, restoration or repair shall be borne by the Contractor, as the City may deem appropriate.

Should, during the course of Contractor's work, Contractor observe or suspect the presence of asbestos fiber, Contractor shall immediately stop work and notify the City of its findings. Should the project's schedule be delayed because of such findings, the Contractor will remove itself from the project and wait the City's order to return to work, at no penalty to the City.

Debris shall not be permitted to remain on site and shall be disposed daily and/or as directed by City.

It is the Contractor's responsibility to manage a safe work environment and Contractor shall take any means necessary to secure a safe work site for both the safety of all personnel and the public.

15. Contractor Identification.

Contractor shall furnish to City its taxpayer identification number as designated by the IRS.

16. Assignment.

Contractor shall not assign any rights acquired hereunder, without obtaining prior written approval from City.

17. Access to Records.

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

18. Ownership of Work Product; License.

All work products of Contractor 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 Contractor that is or could be protected by federal copyright, patent, or trademark laws, or

state trade secret laws, Contractor 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 Contractor under this Agreement. The parties expressly agree that all works produced 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. Contractor shall not publish, republish, display or otherwise use Work Products resulting from this Agreement without the prior written agreement of City.

19. Legal Expenses.

In the event legal action is brought by City or Contractor 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Nonwaiver.

The failure of City to insist upon or enforce strict performance by Contractor 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.

26. Information and Reports.

Contractor 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. Contractor 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 may remain with Contractor. Copies as requested shall be provided free of cost to City.

27. 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.

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SECTION III C
STATUTORY CONDITIONS TO CONTRACT AGREEMENT

ORS 279C.505(1)(a) CONTRACTOR shall make payment promptly, as due, to all persons supplying to such CONTRACTOR labor or material for the performance of the work provided for in such contract.

ORS 279C.505(1)(b) CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of the contract.

ORS 279C.505(1)(c) CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

ORS 279C.505(1)(d) CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

ORS 279C.505(2) CONTRACTOR shall demonstrate that an employee drug testing program is in place.

ORS 279C.510 CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost-effective. In a public improvement contract for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279C.515(1) If the CONTRACTOR fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the CONTRACTOR or a subcontractor in connection with the public contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality, or municipal corporation or a subdivision, of the state, county, school district, municipality or municipal corporation, may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of the contract.

ORS 279C.515(2) If the CONTRACTOR or a first-tier subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor owes the person the amount due plus interest charges that begins at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

ORS 279C.515(3) If the CONTRACTOR or a subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ORS 279C.520

(1) A contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise, and in such cases, the contractor shall pay the employee at least time and a half pay for:

(a)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and

(b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540.

(2) The CONTRACTOR shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that

entitles the contracting agency to terminate the contract for cause.

(c) The CONTRACTOR may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

(3) CONTRACTOR shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

ORS 279C.525 In addition to any other laws, rules, and regulations dealing with the prevention of environmental pollution and the preservation of natural resources, the following environmental and natural resources, laws, rules and regulations affect the performance of the contract:

- City of Oregon City Erosion Control Ordinance (Ref. Oregon City Municipal Code Chapter 17.47 Erosion and Sediment Control).

ORS 279C.530 The CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical and hospital care, or other needed care and attention, incident to sickness or injury, to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

ORS 279C.530(2) All employers, including CONTRACTOR, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. CONTRACTOR shall

ensure that each of its subcontractors comply with these requirements.

ORS 279C.545 Any worker employed by the CONTRACTOR shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the CONTRACTOR within 90 days from the completion of the contract, providing the CONTRACTOR has caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work and maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

ORS 279C.550 - 570 Retainage and payment under the terms of this Agreement shall be governed by the terms of ORS 279C.550 - 570.

ORS 279C.570 The CITY shall make progress payments on the contract monthly as work progresses on the contract. Payments shall be based upon estimates of work completed that are approved by the CITY. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. The CITY shall pay to the CONTRACTOR interest if any payment becomes overdue.

ORS 279C.580

(1) CONTRACTOR shall pay first-tier subcontractors for satisfactory performance under subcontract out of amounts that are paid by the CITY to the CONTRACTOR within 10 days of CONTRACTOR's receipt of such payments from the CITY.

(2) CONTRACTOR shall provide first-tier subcontractors with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from CONTRACTOR.

(3) CONTRACTOR, except as otherwise provided in this paragraph, shall use the same form and regular administrative procedures for

processing payments during the entire term of the subcontract. CONTRACTOR may change the form or the regular administrative procedures used for processing payments if CONTRACTOR:

(A) Notifies the subcontractor in writing at least 45 days before the date on which the change is made; and

(B) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(4) If CONTRACTOR does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, the CONTRACTOR shall pay the first-tier subcontractor an interest penalty as provided in ORS 279C.580(3)(d).

(5) The CONTRACTOR shall include this requirement as further detailed in the Special Provisions in all subcontracts worded appropriately to require prompt payment of said subcontractors to lower tier subcontractors. In addition, CONTRACTOR shall require a first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of ORS 279C.580(3) in each of its subcontracts and CONTRACTOR shall require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.

ORS 279C.605 A notice of claim required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the CONTRACTOR at any place the CONTRACTOR maintains an office or conducts business or at the residence of the CONTRACTOR. Notwithstanding the preceding, if the claim is for a required contribution to a fund of an employee benefit plan, the notice required by ORS 279C.600 must be sent or delivered within 200 days after the employee last provided labor or materials.

ORS 279C.830(1) (1) The existing prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the CONTRACTOR or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract is included in Section IX of these contract documents. The workers shall be paid not less than the specified minimum hourly rate of wage and CONTRACTOR shall pay the higher of the applicable state or federal prevailing rate of wage to all workers on the public works and include this requirement in all subcontracts.

(2) CONTRACTOR shall pay all workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840, and CONTRACTOR shall require this provision be included in all subcontracts.

ORS 279C.830(2) The CONTRACTOR and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. CONTRACTOR shall:

(a) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

(b) Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

ORS 279C.845(7) If CONTRACTOR is required to file certified statements, the public agency **shall** retain 25 percent of any amount earned by the CONTRACTOR on the public works until the CONTRACTOR has filed with the public agency certified statements as required by ORS 279C.845. The public agency shall pay the CONTRACTOR the amount retained under this subsection within 14 days after the CONTRACTOR files the certified statements as required by ORS 279C.845, regardless of whether a subcontractor has failed

to file certified statements as required by this section.

delegation had occurred unless the City otherwise agrees in Writing.

ORS 279C.845(8) CONTRACTOR shall retain 25 percent of any amount earned by a first-tier subcontractor on a public works until the subcontractor has filed with the public agency certified statements as required by ORS 279C.845. CONTRACTOR shall verify that the first-tier subcontractor has filed the certified statements before the CONTRACTOR may pay the subcontractor any amount retained under ORS 279C.845(7). CONTRACTOR shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by ORS 279C.845.

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ORS 305.385(6) CONTRACTOR shall certify in writing, under penalty of perjury, that CONTRACTOR is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380 (4).

ORS Chapter 701 CONTRACTOR shall certify that all subcontractors performing work described in ORS 701.005(2), i.e., construction work, will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

OAR 137-049-0200(2). CONTRACTOR shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the CITY's prior Written consent. Unless otherwise agreed by the CITY in Writing, such consent shall not relieve CONTRACTOR of any obligations under the Contract. Any assignee or transferee shall be considered the agent of CONTRACTOR and be bound to abide by all provisions of the Contract. If the CITY consents in Writing to an assignment, sale, disposal, or transfer of CONTRACTOR's rights or delegation of CONTRACTOR's duties, CONTRACTOR and its surety, if any, shall remain liable to the CITY for complete performance of the Contract as if no such assignment, sale, disposal, transfer or

CHANGE ORDERDATE OF ISSUANCE 10/31/2024

EFFECTIVE DATE _____

No. 1PROJECT: Holcomb Boulevard SRTS ProjectOWNER City of Oregon CityCONTRACTOR Dirt & Aggregate InterchangeContract: CI 22-011OWNER's Contract No. CI 22-011

ENGINEER's Project No. _____

ENGINEER Dowl

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

Description: This change order is to update the contract time of the project due to the delays in work caused by franchise utilities failing to relocate in a timely manner. Additional delays may occur due to the schedule of the franchise utilities, and at which point the contract times will be revisited.

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

Change in Contract Times: The contract time will be extended by 182 calendar days.Reason for Change Order:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: <u>10/25/2024</u> Ready for final payment: <u>11/15/2024</u> (days or dates)
Net Increase from previous Change Orders No. _____ to No. _____: \$ _____	Net change from previous Change Orders No. <u>0</u> to No. _____: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: <u>10/25/2024</u> Ready for final payment: <u>11/15/2024</u> (days or dates)
Net Increase of this Change Order: \$ _____	Net Increase (Decrease) of this Change Order: Substantial Completion: <u>182</u> Ready for final payment: <u>182</u> (days)
Contract Price with all approved Change Orders: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: <u>4/25/2025</u> Ready for final payment: <u>5/16/2025</u> (days or dates)

RECOMMENDED:

By: Ashan Fernando
ENGINEER (Authorized Signature)

Date: _____

APPROVED:

By: [Signature]
OWNER (Authorized Signature)Date: 11/4/2024

ACCEPTED:

By: [Signature]
CONTRACTOR (Cory Pelfrey)Date: 10/31/2024

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.

CHANGE ORDERNo. 2DATE OF ISSUANCE 1/20/2025 EFFECTIVE DATE _____PROJECT: Holcomb Boulevard SRTS ProjectOWNER City of Oregon CityCONTRACTOR Dirt & Aggregate Interchange, LLCContract: CI 22-011OWNER's Contract No. CI 22-011ENGINEER's Project No. 2671.80571.01ENGINEER DOWL, LLC

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

Description: This order adds a Temporary Water Management Facility (TWMF) from "H" Line 12+00 to 20+00 Left. The facility will be required until the new storm sewer system, constructed as part of the Project, is complete. See Attachment 1 for full detail on Contract modification.

Change in Contract Times: The CCO has no impact on Contract Time.

Reason for Change Order:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$ 2,873,730</u>	Original Contract Times: Substantial Completion: <u>10/25/2024</u> Ready for final payment: <u>11/15/2024</u> (days or dates)
Net Increase from previous Change Orders No. <u>1</u> to No. <u>1</u> : <u>\$ 0</u>	Net change from previous Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>4/25/2025</u> Ready for final payment: <u>5/16/2025</u> (days)
Contract Price prior to this Change Order: <u>\$ 2,873,730.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>4/25/2025</u> Ready for final payment: <u>5/16/2025</u> (days or dates)
Net Increase of this Change Order: <u>\$ 141,311.76</u>	Net Increase (Decrease) of this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Price with all approved Change Orders: <u>\$ 3,015,041.76</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>4/25/2025</u> Ready for final payment: <u>5/16/2025</u> (days or dates)

RECOMMENDED:

By: Jason Kelly
ENGINEER (Authorized Signature)

Date: 1-21-2025

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
CONTRACTOR (Corey Peltrey, President)

Date: 1.21.2025

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.

CCO 2 Attachment 1

Holcomb Blvd SRTS Project**Contract Change Order NO. 2**

Attachment 1

January 10, 2025

The Contract is hereby modified as follows by this Contract Change Order:

This order adds a Temporary Water Management Facility (TWMF) from “H” Line 12+00 to 20+00 Left. The TWMF will convey surface water and storm sewer water through the work area and into the existing storm sewer system. The TWMF will operate by collecting water in existing manhole(s) along with ditches lined with plastic sheeting with check dams. The collected water will then be conveyed through the site by bypass pumping utilizing submersible pump(s). The facility will be required until the new storm sewer system, constructed as part of the Project, is complete.

The CCO has no impact on Contract Time.

Specifications and Provisions – the Work to be done under this Contract Change Order is to be Performed, Measured and Paid for in accordance with the terms for the above Contract except as modified as follows:

This work will be paid for on a Lump Sum basis under a new bid item for “Temporary Water Management Facility”. There will be no measurement of this work. All work will be performed according to 2024 Oregon Standard Specification for Construction Specification 00245 Temporary Water Management (Attachment 2). Payment will include all Work (labor, materials and equipment) to install, maintain and remove the facility.

Supporting Information:

This Work was requested by the City of Oregon City. The TWMF is necessary for the Project to stay in compliance with state permits as well as protect the work from damage.

This work was not originally included in the Project and is not the responsibility of the Contractor because the project was delayed by a third-party utility, specifically Lumen. Lumen failed to relocate their utilities within the required relocation timeline, thereby causing work that was originally scheduled for the dry season to be performed during the wet season, subsequently causing the need to construct the TWMF. If Lumen had relocated on time as required, then this facility would not have been required.

Construction of the facility started on September 13, 2024, and the Facility was removed following the completion of the new storm sewer system on November 18, 2024.

Contract Time was extended under CCO NO. 1 to account for this work.

The total cost to install, maintain and remove the facility is \$143,444.16.

CCO 2 Attachment 2

1

Holcomb Blvd SRTS Project**Contract Change Order NO. 2**

Attachment 2

January 10, 2025

SECTION 00245 - TEMPORARY WATER MANAGEMENT

Section 00245, which is not a Standard Specification, is included in this Project by Change Order

Description

00245.00 Scope - This Work consists of furnishing, installing, operating, maintaining, and removing temporary water management facilities.

00245.01 Abbreviations:

TWM - Temporary Water Management
TWMF - Temporary Water Management Facility

00245.02 Definitions:

Temporary Water Management Facility - A TWMF that conveys water around or through Work areas, removes water from Work areas, and treats and discharges water at locations outside Work areas.

Materials

00245.10 Materials - Furnish Materials meeting the following requirements:

Concrete Barrier.....	00820.11
Pipe	00445.11
Plastic Sheeting	00280.14(a)
Riprap	00390.11
Rock Gabion Baskets.....	02340
Sandbags.....	00280.15(a)
Water Intake Screening.....	00290.34(c)

Furnish pumps that are:

- Self-priming.
- Equipped with a variable speed governor.
- Equipped with a power source.
- Able to pump water that contains soft and hard solid.

Construction

00245.42 Operation - Operate temporary water management as follows:

- When using a pump for bypassing water during temporary water management, physically monitor the pump in-person and maintain the pump at all times including non-work hours. Provide a back-up pump on-site and ready for use as necessary. Provide the Engineer with a daily report documenting monitoring activities.

Maintenance

00245.60 Maintenance - Monitor water turbidity according to 00290.30(a)(8).

Measurement

00245.80 Measurement - No measurement of quantities will be made for temporary water management facilities.

Payment

00245.90 Payment - The accepted quantities of temporary water management facilities will be paid for at the Contract lump sum amount for the item "Temporary Water Management Facility".

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for maintaining, operating, monitoring, moving, or removing the facility.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** February 5, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 8.a. - First Reading of Ordinance No. 24-1013, Vacating Sections of Public Rights-of-Way within Clackamas County Housing Authority Property named "Clackamas Heights" legally addressed as 13900 Gain Street

STAFF RECOMMENDATION:

Commission hears the first reading of Ordinance No. 24-1013, An Ordinance of the City of Oregon City Vacating Streets A,B,C and D in "Victoria Heights" Plat No. 380 & "JT Apperson's Subdivision" of Blocks 5, 6, 7 of Park Place of Clackamas County Plat Map No. 55, a duly recorded plat in the City of Oregon City, Clackamas County within Clackamas County Housing Authority Property named, "Clackamas Heights" Legally Addressed as 13900 Gain Street.

EXECUTIVE SUMMARY:

Clackamas County Housing Authority applied for vacation of public rights-of-way commonly known as, Streets A, B, C and D. These streets are located adjacent to the County's property, 13900 Gain Street. The existing rights of way are almost entirely encompassed by 13900 Gain Street (except where they intersect with the adjacent public rights-of-way). Streets A, B, C, and D are primarily used by the Clackamas Heights residents, and provide no benefit to the surrounding properties or neighborhoods; therefore, Public Works supports the vacation of rights-of-ways.

BACKGROUND:

In October 2024, a representative for the property owner of 13900 Gain Street applied for vacation of public rights-of-way adjacent to their property, known as Streets A, B, C and D. These streets are almost entirely encompassed by 13900 Gain Street (except where they intersect with the adjacent public rights-of-way of Apperson Boulevard, Gain Street and Front Avenue). The applicant stated that the current street configuration and property configuration does not align with their plans to redevelop this property in the near future.

The Clackamas Heights private development was built in 1963. This development currently includes 78, one and two bedroom duplexes and 22, three-bedroom houses. Vehicle and pedestrian access is provided to these structures by way of A, B, C, and D Streets.

Public utilities are located within the proposed vacated rights-of-way, however, upon receiving a land use application for the new development, all utilities and streets will become privately owned and maintained until such time they are permanently abandoned or repurposed for the new development by Clackamas County Housing Authority.

On January 15, 2025, City Commission approved Resolution No. 24-27, "A Resolution initiating vacation of public rights-of-way proceedings for Clackamas Heights, owned by Clackamas County Housing Authority, legally address as 13900 Gain Street and Establishing a public hearing date of February 5, 2025." Per requirements, a public notice was printed in the Oregonian January 17, 2025 through January 31, 2025, and noticing signs were placed on the property.

Staff have determined that the streets will not be used for public utilities or access in the future, and for these reasons and the reasons specified by the applicant, the right-of-way vacations are in the best public interest. In general, a vacation shall be granted only if all of the following conditions exist:

1. There is no present or future public need for the street, alley, or easement.
2. The vacation is in the best public interest.
3. There would be no impacts to adjacent properties.
4. Consent of adjacent property owners when appropriate.

In this case, the City has no present or future need for streets A, B, C and D; the vacations are in the public's best interest and the vacations have no impact on adjacent properties. Therefore, all of these conditions have been met.

No public comment was submitted during the specified notification period.

The second reading of Ordinance No. 24-1013 will be held on February 19, 2025, vacating Sections of Public Rights-of-Way within Clackamas County Housing Authority Property named "Clackamas Heights" legally addressed as 13900 Gain Street and authorizing said vacation to be recorded on October 1, 2025 or at time of building permit application, whichever comes first. Oregon City will continue to maintain utilities and streets within the proposed vacated rights-of-way until the ordinance has been officially recorded with the Clackamas County Recording Office.

OPTIONS:

1. Approve First Reading of Ordinance No. 24-1013, Vacating Sections of Public Rights-of-Way within Clackamas County Housing Authority Property named "Clackamas Heights" legally addressed as 13900 Gain Street.
2. Approve First Reading of Ordinance No. 24-1013, Vacating Sections of Public Rights-of-Way within Clackamas County Housing Authority Property named "Clackamas Heights" legally addressed as 13900 Gain Street with Amendments.
3. Deny First Reading of Ordinance No. 24-1013, Vacating Sections of Public Rights-of-Way within Clackamas County Housing Authority Property named "Clackamas Heights" legally addressed as 13900 Gain Street and provide further direction.

BUDGET IMPACT:

Amount \$
Fiscal Year(s):

Funding Source(s):

ORDINANCE NO. 24-1013

AN ORDINANCE OF THE CITY OF OREGON CITY VACATING STREETS A, B, C, AND D IN VICTORIA HEIGHTS AND JT APPERSON SUBDIVISIONS NEAR 13900 GAIN STREET

WHEREAS, a public right of way is currently located in "Victoria Heights," Plat No. 380 & "JT Apperson Subdivision" of blocks 5, 6, 7, of Park Place of Clackamas County Plat Map No. 55, a duly recorded plat in the City of Oregon City, Clackamas County within Clackamas County Housing Authority property named "Clackamas Heights" legally addressed as 13900 Gain Street; and

WHEREAS, the City Commission on January 15, 2025, adopted Resolution No. 24-27, pursuant to ORS 271.230, initiating vacation of public rights-of-way proceedings for "Clackamas Heights," owned by Clackamas County Housing legally addressed as 13900 Gain Street, and Establishing a public hearing date of February 5, 2025; and

WHEREAS, the City staff posted the legal notice for said vacation and public hearing to receive public comments concerning said vacation, per ORS 271.110, on January 17, 2025, through January 31, 2025; and

WHEREAS, the Commission finds there is no present or future public need for the streets; the vacations are in the best interest of the public; and there would be no impacts to the adjacent property owners.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Streets A, B, C, and D in “Victoria Heights” Plat No. 380 & “JT Apperson’s subdivision” of Blocks 5, 6, 7, of Park Place of Clackamas County Plat Map No. 55, a duly recorded plat in the City of Oregon City, Clackamas County, Oregon, within Clackamas County Housing Authority Property named, “Clackamas Heights” legally addressed as 13900 Gain Street, identified in Exhibit A and Exhibit B, are hereby vacated.

Read for the first time at a regular meeting of the City Commission held on the 5th day of February, 2025, and the City Commission finally enacted the foregoing ordinance this 19th day of February, 2025.

The effective date of this ordinance will be October 1, 2025 or once a permit for construction has been obtained, whichever comes first.

DENYSE C. MCGRUFF
Mayor

Attested to this 19th day of February 2025,

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Attachments:

Exhibit A – Legal Descriptions

Exhibit B – Map of Vacated Streets

"A" Street Description

CLACKAMAS HEIGHTS HOUSING PROJECT-"A" STREET RIGHT-OF-WAY DESCRIPTION.

A strip of land situated in the Northeast Quarter of Section 29, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, being 40 feet in even width, being 20 feet in even width on either side of the following described center line:

Beginning at a point on the Easterly right-of-way line of County Road 1774 (A 50 foot right-of-way) that is North 1563.34 feet and West 697.88 feet from the Southeast corner of the Hiram Straight Donation Land Claim No. 42; thence South $86^{\circ} 30' 00''$ East 381.47 feet and there ending.

2

113 180

"B" Street Description

CLACKAMAS HEIGHTS HOUSING PROJECT-"B" STREET RIGHT-OF-WAY DESCRIPTION.

A strip of land situated in the Northeast Quarter of Section 29, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, being 40 feet in even width, being 20 feet in even width on either side of the following described center line:

Beginning at a point on the Easterly right-of-way line of County Road 1774 (A 50 foot right-of-way) that is North 1361.24 feet and West 784.81 feet from the Southeast corner of the Hiram Straight Donation Land Claim No. 42; thence South $66^{\circ} 43' 45''$ East 237.00 feet to a point of curve; thence along the arc of a 154.00 foot radius tangent curve to the left through a central angle of $100^{\circ} 00' 00''$ a distance of 268.78 feet to a point of tangent; thence North $13^{\circ} 16' 15''$ East 380.97 feet to a point on the Southerly right-of-way line of "5th" Street (A 50 foot right-of-way) and there ending.

3

113

181

"C" Street Description

CLACKAMAS HEIGHTS HOUSING PROJECT-"C" STREET RIGHT-OF-WAY DESCRIPTION.

A strip of land situated in the Northeast Quarter and the Southeast Quarter of Section 29, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, being 40 feet in even width, being 20 feet in even width on either side of the following described center line:

Beginning at a point that is North $4^{\circ} 23' 30''$ East 753.20 feet and North $85^{\circ} 36' 30''$ West 150.00 feet from the Southeast corner of the Hiram Straight Donation Land Claim No. 42; thence North $85^{\circ} 36' 30''$ West 80.00 feet to a point of curve; thence along the arc of a 149.00 foot radius tangent curve to the right through a central angle of $180^{\circ} 00' 00''$ a distance of 468.10 feet to a point of tangent; thence South $85^{\circ} 36' 30''$ East 230.00 feet to a point on the East line of said Donation Land Claim No. 42 and there ending.

4

113 182

"D" Street Description

CLACKAMAS HEIGHTS HOUSING PROJECT-"D" STREET RIGHT-OF-WAY DESCRIPTION.

A strip of land in the Northeast Quarter and the Southeast Quarter of Section 29, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, being 40 feet in even width, being 20 feet in even width on either side of the following described center line:

Beginning at a point on the Easterly right-of-way line of County Road 1774 (A 50 foot right-of-way) that is North 770.34 feet and West 863.49 feet from the Southeast corner of the Hiram Straight Donation Land Claim No. 42; thence South $85^{\circ} 36' 30''$ East 190.00 feet to a point of curve; thence along the arc of a 154.00 foot radius tangent curve to the left through a central angle of $180^{\circ} 00' 00''$ a distance of 483.81 feet to a point of tangent; thence North $85^{\circ} 36' 30''$ West 190.00 feet to a point on the Easterly right-of-way line of said County Road 1774 and there ending.

5

118

183

EXHIBIT B

Existing Street Grid

SCALE BAR 1:1000
0 20 50 100 200

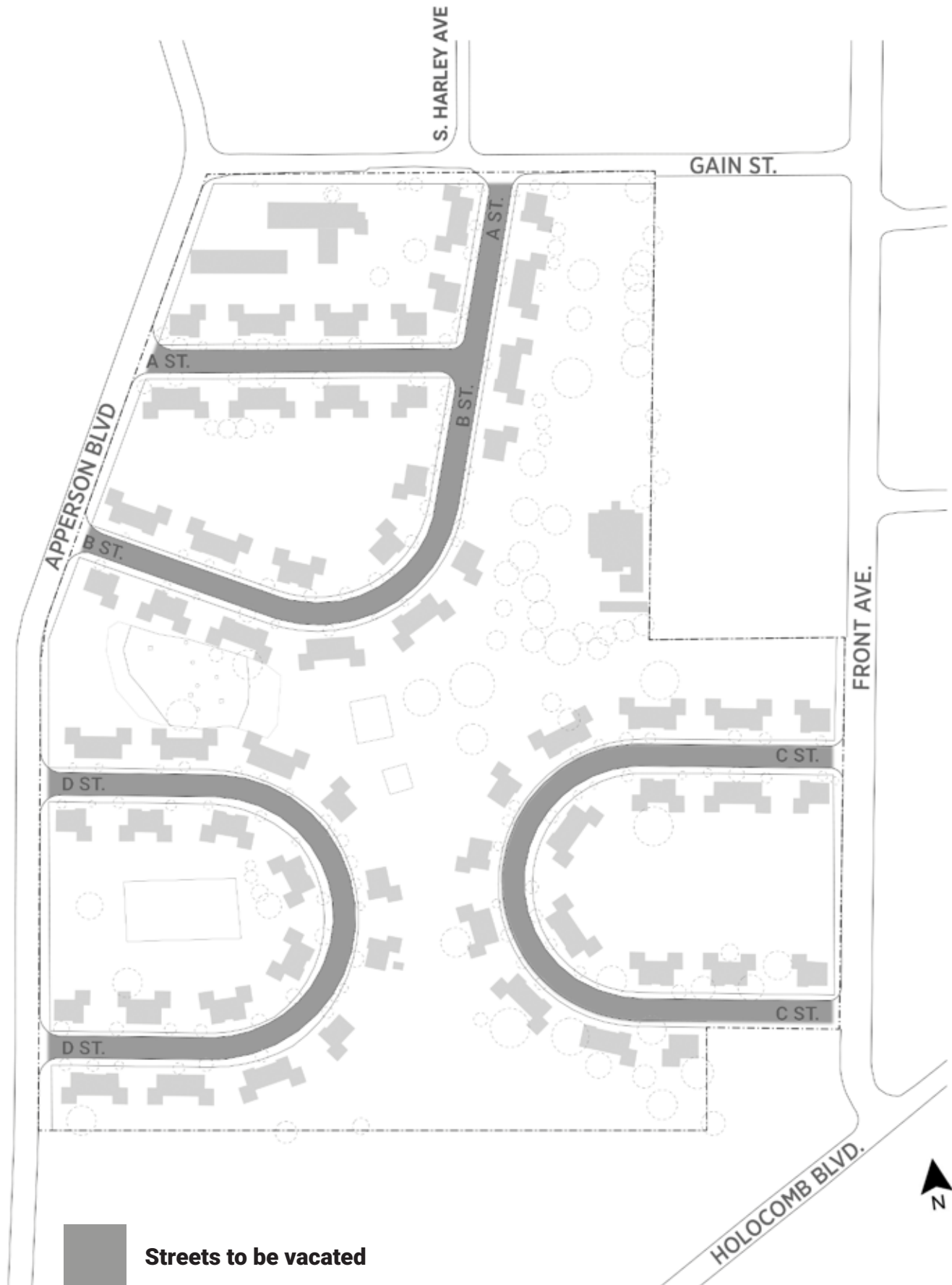


EXHIBIT C

List of Public Utilities contacted.

yes

no

COMPANY	UTILITY	CONTACT	EMAIL	NUMBER	CONTACTED	RESPONSE	DESCRIPTION	RESOLVED
Comcast Cable	Cable	Scott Anderson	scott_anderson3@comcast.com	(503)351-9487	11/27/2024		Left a voicemail and sent an email asking for an update. Email response stating they had no objections to vacation request. They do have an active infrastructure that provieds service to current buildings, so they will need to know when all tenants move out so they can disconnect their plant from main connection points.	yes
NW Natural	Gas	Ryan Winfree	ryan.winfree@nwnatural.com	(773)612-9237	12/4/2024	12/5/2024	NW Natural emailed back saying they do no have any gas facilities in the vacated ROWS. They do have a gas main in Apperson Blvd close to east row, they are not sure if this service needs to be cut off or how it will impact the development.	yes
PGE	Electric	Ron Snodgrass	ron.snodgrass@pgn.com	(503)908-4394		11/26/2024	Ron emailed back stating the area will be completely redeveloped and PGE has no issue with vacating any easements	yes
Century Link			relocations@lumen.com	(800)283-4237	12/4/2024	12/6/2024	12/4 Contacted onecall specialists and they stated that no markings were taken place due to the excavation being cleared. Got vocal confirmation that it is clear. Received an email with a lumen map.12/6 Received written confirmation the site area is cleared of any utilities.	yes
Clack County Telecom services	Telecom	Douglas Cutshall	dougcut@clackamas.us	(503)742-4669		12/2/2024	Douglas responded with an email stating the roads have to be vacated	yes
Clackamas County CBX	CBX	Duke Dexter	ddexter@clackamas.us	(503)722-6663	11/13/2024	11/13/2024	Received a map of site with underground utilities drawn on aerial view. Utitilies do not conflict with new development	yes



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** February 5, 2025
From: Hannah Schmidt, Community Engagement Specialist

SUBJECT:

Item 9.a. - Resolution No. 25-04 - A Resolution in Support of Banning the Sale of Flavored Tobacco and Synthetic Nicotine Products and Protecting Youth from a Lifetime of Nicotine Addiction

STAFF RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

At the City Commission Special Meeting on January 6, 2025, the Chair of the Youth Advisory Commission formally addressed the Oregon City Commission, advocating for the development and adoption of a resolution to support a ban on the sale of flavored tobacco products. This initiative aims to safeguard youth from the risks of lifelong nicotine addiction. After further discussion, the City Commission unanimously voted to have a Resolution drafted and presented to them at a future meeting that supported banning the sale of flavored tobacco and synthetic nicotine products and protecting youth from a lifetime of nicotine addiction. Attached is Resolution 25-04, which outlines the Oregon City Commission's official support for this ban, directed to the Oregon State Legislature and the Clackamas County Board of Commissioners.

BACKGROUND:

Resolution No. 25-04 was developed in consideration of initiatives undertaken by neighboring cities, including the City of Milwaukie and the City of Happy Valley. The resolution highlights various statistics concerning youth and adult nicotine addiction and examines the broader impact of this issue on the communities of Clackamas County and the State of Oregon. The statistics cited in the resolution were sourced from the Centers for Disease Control and Prevention (CDC) and the Oregon Health Authority.

OPTIONS:

1. Approve Resolution No. 25-04 - A Resolution in Support of Banning the Sale of Flavored Tobacco and Synthetic Nicotine Products and Protecting Youth from a Lifetime of Nicotine Addiction.
2. Approve Resolution No. 25-04 - A Resolution in Support of Banning the Sale of Flavored Tobacco and Synthetic Nicotine Products and Protecting Youth from a Lifetime of Nicotine Addiction with Amendments.
3. Deny Resolution No. 25-04 - A Resolution in Support of Banning the Sale of Flavored Tobacco and Synthetic Nicotine Products and Protecting Youth from a Lifetime of Nicotine

Addiction and provide further direction.

BUDGET IMPACT:

N/A

RESOLUTION NO. 25-04

A RESOLUTION IN SUPPORT OF BANNING THE SALE OF FLAVORED TOBACCO AND SYNTHETIC NICOTINE PRODUCTS AND PROTECTING YOUTH FROM A LIFETIME OF NICOTINE ADDICTION

WHEREAS, the tobacco and vape industries use flavors like cotton candy, bubble gum, and minty menthol to hook generations of consumers - especially kids, students, and communities of color - on the massive doses of nicotine their tobacco and synthetic nicotine products can deliver; and

WHEREAS the CDC reports that nearly 9 out of 10 of adults who smoke say that they started before age 18; and

WHEREAS, the millions of dollars the tobacco and vape industries spend on lobbying so retailers can continue selling their predatory, candy-flavored products has triggered what the Surgeon General and the FDA call an "epidemic" of e-cigarette use across the nation; and

WHEREAS, the tobacco and vape industries spend about 100 million dollars for marketing in Oregon each year and 12.5% of Clackamas County 11th grade students reported the use of e-cigarettes in 2022; and

WHEREAS, each year, tobacco use kills approximately 8,000 Oregonians and costs almost \$5.7 billion dollars in medical expenses and lost productivity; and

WHEREAS, school zones throughout the county, including Oregon City, continue to be targeted as prime locations for tobacco retail establishments; and

WHEREAS, the tobacco and vape industries are creating a cycle of addiction that puts Clackamas County taxpayers - whether they smoke or not - on the hook for \$12.5 million in annual medical costs caused by smoking; and

WHEREAS, in 2023, 21% of tobacco retailers in Oregon illegally sold tobacco to underage buyers.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission of the City of Oregon City, Oregon, encourages both the Oregon State Legislature and the Clackamas County Board of Commissioners to pass legislation banning the sale of flavored tobacco and synthetic nicotine products to protect our children and end the allure of tobacco and vaping products for underage users.

Section 2. The City Commission supports adopting a resolution in support of banning the sale of flavored tobacco and synthetic nicotine products and protecting youth from a lifetime of nicotine addiction.

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

Approved and adopted at a regular meeting of the City Commission held on the 5th day of February 2025.

DENYSE MCGRIFF, Mayor

Attested to this 5th day of February 2025:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** February 5, 2025
From: Alexandra Rains, Assistant City Manager

SUBJECT:

Item 9.b. - Oregon City Antique Fire Trucks Donation

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the donation of three (3) Antique Oregon City Fire Trucks to the Oregon Fire Service Museum, subject to the stipulations provided in the attached agreement.

EXECUTIVE SUMMARY:

Oregon City currently owns three (3) Antique Fire Trucks: a 1951 Kenworth, a 1930 Studebaker and a 1939 Seagrave. The Oregon Fire Service Museum (Museum) has requested that the City donate these trucks for incorporation into their collection and display at their museum located in Salem, Oregon. This was first discussed with the City Commission on June 5, 2024, and the Commission requested amendments to the proposed agreement. Staff renegotiated the agreement with the Museum representatives to facilitate this donation. The terms now include a transfer of title from the City to the Museum for all three (3) fire trucks for an initial five (5) year period with the ability for the City to reclaim title at the conclusion of that time and after reimbursement for restoration and maintenance up to \$7,500 for all three (3) trucks. Alternatively, the City may extend the agreement for additional five (5) year increments. The new agreement still preserves the City's right to use the fire trucks for events as well as a first right of refusal should the Museum ever decide to eliminate the trucks from their collection.

BACKGROUND:

Oregon City currently owns three (3) Antique Fire Trucks: a 1951 Kenworth, a 1930 Studebaker and a 1939 Seagrave. The Oregon Fire Service Museum has requested that the City donate these trucks for incorporation into their collection and display at the museum located in Salem, Oregon (please see attached letter, Exhibit A). The 1951 Kenworth is already in the possession of the Oregon Fire Service Museum and has been on display for the last 30 years. The museum representatives have asked that the City remove its existing lien on that truck and allow the Museum to take full possession. The other two trucks, the Studebaker and Seagrave, are currently being stored at a Clackamas Fire Station located off S. Harding Rd. in the Fishers Mill area. The museum would also like to acquire these trucks for display at the museum. Additionally, Clackamas Fire has expressed a desire to reclaim the storage space currently being used by the fire trucks.

The Museum presented an initial proposal to the Commission on June 5, 2024. During that meeting, the Commission expressed interest in the agreement but requested amendments

prior to signing. The attached agreement, Exhibit B, has been renegotiated based on that feedback and includes new terms such as the transfer of title from the City to the Museum for all three (3) fire trucks for an initial five (5) year period with the ability for the City to reclaim title at the conclusion of that time and upon reimbursement of the Museum for restoration and maintenance, excluding routine maintenance, up to \$7,500 for all three fire engines. Alternatively, the City may decide to extend the agreement with the Museum for additional five (5) year increments.

The agreement still preserves the City's "first right of refusal" for the City to reclaim the trucks for two hundred dollars (\$200) each, should the museum ever determine they no longer wish to own the trucks. The only change made to this portion of the agreement clarifies that the City Commission must make the final decision on whether to reclaim the fire trucks. Additionally, the agreement still allows for the City's use of the trucks for events such as touch-a-truck and parades so long as the City becomes an official member of the museum for insurance purposes, sufficient notice is provided, insurance is purchased and transport for the trucks is arranged by the City to and from the museum.

OPTIONS:

1. Approve the donation of the three Antique Fire Trucks to the Oregon Fire Service Museum and authorize the City Manager to execute the agreement.
2. Approve the donation of the three Antique Fire Trucks to the Oregon Fire Service and authorize the City Manager to execute the agreement with additional amendments.
3. Decline to donate the three Antique Fire Trucks to the Oregon Fire Service Museum.

BUDGET IMPACT:

Amount	\$1000 total, \$100 annual amount
Fiscal Year(s):	24-25
Funding Source(s):	General Fund

To:

Alexandra Rains, MPA

Assistant City Manager

arains@orccity.org

City of Oregon City

625 Center Street

Oregon City, Oregon 97045

503-496-1506 Direct Phone

971-610-8221 Mobile

www.orccity.org

Alex:

Per our telephone conversation this afternoon regarding an agreement between the City of Oregon City and the Oregon Fire Service Museum, regarding the donation of the Oregon City Fire Engines, these are the points we would like to present:

We would ask that Oregon City sign off the title on the 1951 Kenworth that we have had for 29 years, so we have clear title to the vehicle.

In regard to the 1936 Seagrave and the 1928 Studebaker fire engines, we would propose that some sort of legal agreement be drawn up, possibly by your city attorney that contains the following points:

a. The City of Oregon City would donate the apparatus to the Oregon Fire Service Museum. Suggested justification for granting clear title for each engine to the Museum, subject to stipulations beginning in paragraph (b.) below, are as follows:

1) Clackamas County Fire wishes the vehicles removed from their station, and OC currently has no suitable site for them.

2) If donated to the museum they would be cared for and displayed for the public instead of being stored where they get no use.

3) If donated to the museum the vehicles could be driven to various local events and the history of OCFD could be placed on some kind of signage and prominently displayed.

4) The fire engines would be insured, stored, cared for, and mechanically maintained at no cost to Oregon City while still being available to Oregon City for use in their special events. Both vehicles, while in very good condition, require some slight modifications to return them to the "period correct" condition, as they would have appeared when in service. We have the knowledge and capability to do this, presenting them as historically correct.

5) If the museum has clear title, then in the unlikely and unthinkable event of an accident or incident involving any of the vehicles, OC cannot be held liable for any claims, whereas if Oregon City appears as owner or lien holder on the titles to vehicles, Oregon City could be subject to any possible litigation in such an event.

b. While the Museum would hold clear title to the apparatus for 5 years, (or other period of time to be agreed upon,) the Museum would be expressly prohibited from disposing of the vehicles in any manner, with the exception of returning ownership to the City of Oregon City. Conversely, the City of Oregon City could not reclaim ownership of the vehicles during that period of time.

c. At the end of the agreed upon term of 5 years, (or other), the City of Oregon City would have the option to reclaim ownership of the vehicles if such was the wish of the Council. If, however, at the expiration of the

specified term, the City of Oregon City is satisfied that the vehicles are being well cared for by the Museum, we would request the option to renew the agreement for another term limit previously agreed upon, with option to continue renewal at the end of each term, unless either party wishes to end the agreement at the end of a term.

d. As previously stated, if for any reason the Oregon Fire Service Museum becomes at any time unable or unwilling to properly care for the apparatus, the Museum will return ownership to the City of Oregon city, or discuss with the Oregon City Council their wishes as to the disposition of the two vehicles.

e. If, at the expiration of the agreed upon term limit, the City of Oregon City decides to reclaim ownership of the vehicles, the City of Oregon City will reimburse the Oregon Fire Service Museum for any financial expenditure made in any restoration or major repair work done on the vehicles. This would exclude any routine maintenance, (i.e. oil changes, tune-ups, etc.) or repairs of any damage for which the Museum was determined to be liable.

We at the Oregon Fire Service Museum sincerely hope the Oregon City Council finds this proposal acceptable. We would love to give the 1936 Seagrave and the 1928 Studebaker a good home, and to ensure they are used and displayed in such a manner to reflect positively on the history of the Oregon City Fire Department.

We are willing to discuss reasonable options at any time.

Respectfully,

Ken Lauderback

Board of Directors member

Oregon Fire Service Museum



OREGON FIRE SERVICE MUSEUM

www.oregonfiremuseum.org
oregonfiremuseum@gmail.com
3995 Brooklake Rd. NE
Salem, OR 97303
888-313-873
Mail to:
1284 Court St. NE
Salem, OR 97301

Assigned Acquisition No. _____

Collection Receipt and Deed of Gift

Donor Name: City of Oregon City Date of Gift: _____

Address: City Hall, 625 Center Street, Oregon City, OR, 97045

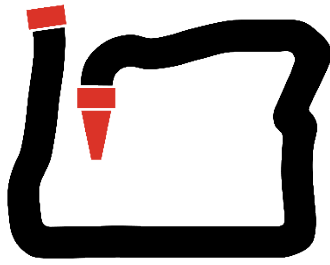
Phone: 503-657-0891

General Collection _____ Apparatus Collection _____ Photo/Library Collection _____

No.	Item	Description of item	Value*
1	Kenworth	1951 Kenworth Fire Truck	
2	Studebaker	1930 Studebaker Fire Truck	
3	Seagrave	1939 Seagrave Fire Truck	

*Estimated value is for museum purposes only and is not to be used as an expert appraisal.

I (we) have read the policies of the Oregon Fire Service Museum regarding gifts to the collection. I (we) do hereby declare that I am (we are) the lawful owner(s) of the above listed property or have the legal authority to make this gift. I (we) do hereby, by way of gift, transfer and assign, **for a period of 5 years beginning on the execution date of this agreement and with the ability to extend in 5 year increments after the initial period if agreed to by both parties,** to the Oregon Fire Service Museum, my (our) entire title and interest in the above listed items with full understanding and agreement to the policies of the museum regarding gifts to the collection.



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Signed _____

Printed Name(s) _____

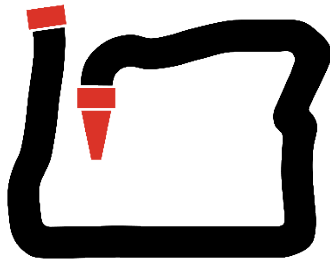
Accepted for the Oregon Fire Service Museum Memorial and Learning Center by:

_____ Date _____ Title _____

Oregon Fire Service Museum Gift Policies

Gifts to the Oregon Fire Service Museum Memorial and Learning Center collections are considered outright and unrestricted donations to be used in the best interests of the museum unless agreed to otherwise in a written agreement signed by both parties. Gifts accepted to the collection are usually considered important or the best available at the time of acquisition. However, no individual or organization can predict nor govern the changing attitudes of future generations nor guarantee permanency beyond the available preservation techniques. Damage, duplication, storage limitations, and changes in collecting policy might at future time make it necessary to remove items from the collection. This will be done only with careful consideration based on the long term needs of the museum, and supervised and approved by the curator and board of directors. Items declared expendable will be used in the best interest of the museum, including but not limited to, exchange programs to acquire other desired materials, loans to schools or other institutions, auction or other disposal methods warranted by the condition and value of the items. The museum does not accept gifts which stipulate that a collection must be kept intact, that any item must be exhibited permanently or regularly, or that the museum must keep any item permanently.

Donations may be tax deductible, however, the Oregon Fire Service Museum and its staff and volunteers cannot appraise donations for tax purposes. For the protection of the donor, it is recommended that such appraisal be made by a certified independent appraiser before title to the materials is conveyed to the Oregon Fire Service Museum Memorial and Learning Center. The Oregon Fire Service Museum is a 501(c)3 organization. Our IRS ID number is 93-1100605.



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Right of First Refusal

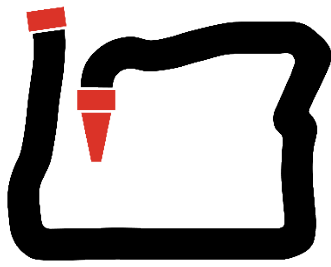
This right of first refusal to Deed of Gift Agreement is made on _____ between Oregon Fire Service Museum Memorial and Learning Center (OFSMMLC), Grantor of the right of first refusal, and the **City Commission** of Oregon City, Grantee of the right of first refusal.

In consideration of the donation by the Grantee to the Grantor (OFSMMLC) of the item(s) listed in the Deed of Gift, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. In the event that the Owner (OFSMMLC) disbands or declares the item(s) surplus then the Owner shall send to the **City Commission of Oregon City** written notice, by email or registered mail, that this right of first refusal is in effect.
2. Upon receipt of notice, the Grantee shall have only 60 days from the date of receipt of the notice within which to give the Grantor notice that the Grantee either:
 - a) Desires and agrees to purchase the item(s) from the Grantor for the sum of \$200.00, or
 - b) Declines to purchase the item from the Grantor.
3. If the Grantee declines to purchase the item, this agreement becomes null and void and the Grantor may dispose of the item at the time and in the manner of their choosing.
4. If the Grantee does not provide notice within 60 days, then the Grantee shall be deemed to have declined to purchase the item(s).
5. Any transaction between the Grantor and the Grantee effected pursuant to this agreement shall be completed not later than the 30th day after which the Grantee has become obligated to purchase the item.
6. The rights granted to the Grantee under this agreement are personal to the Grantee and their Designee. Accordingly, the Grantee may not sell, assign, or otherwise transfer any of its rights under this agreement without the prior written consent of the Grantor.

Grantee: City of Oregon City

Grantor: OFSMMLC Representative



OREGON FIRE SERVICE MUSEUM

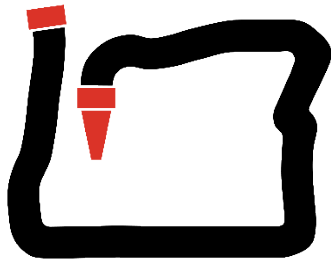
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Additional Stipulations

These Additional Stipulations to Deed of Gift Agreement is made on _____ between Oregon Fire Service Museum Memorial and Learning Center (OFSMMLC), and the City of Oregon City (Donor).

In consideration of the donation by the Donor to the (OFSMMLC) of the item(s) listed in the Deed of Gift, the parties hereby agree these following Additional Stipulations:

- Donor must give OFSMMLC ~~60~~ 30 days notice for each request to utilize the item(s) listed in the Deed of Gift.
- Insurance: The Donor agrees to purchase an insurance policy to cover the item(s) listed in the Deed of Gift anytime they are transported, driven, or otherwise moved outside of Powerland Heritage Park for any reason. Coverage policy limits shall be set for each request based on duration, and type of usage.
- Transportation: The Donor agrees to utilize a reputable transpiration company with a valid USDOT number, or a government employee and vehicle anytime the vehicles are transported outside of Powerland Heritage Park.
- The Donor agrees to pay annual membership dues to OFSMMLC, at a cost of \$100 per year, for 10 years.
- ~~The Donor may resume ownership of the fire trucks at any point in the future with sixty (60) days notice and after first having reimbursed the OFSMMCL for the last ten (10) years of maintenance expenses attributable to the three OC fire trucks. The Donor may reclaim ownership of the vehicles five (5) years after the execution date of the Gift of Deed agreement and upon reimbursement of the OFSMMCL for any overhaul, restoration, or maintenance completed on the fire engines, excluding routine maintenance such as tune-ups and oil changes, up to \$7,500 total for all three (not each of the three) fire engines.~~
- In the event that the Donor resumes ownership of the three OC fire trucks, the OFSMMCL will deduct the membership dues paid by the Donor from the maintenance expenses attributable to the three OC fire trucks and terminate the Donor's membership.
- Should the Donor allow the OFSMMCL to retain ownership of the fire engines after the initial five (5) year period, future agreements will also be established in five (5) year increments.



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City of Oregon City

OFSMMLC Representative



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** February 5, 2025
From: James Graham, Economic Development Manager

SUBJECT:

Item 9.c. - Adaptive Re-Use Building Rehabilitation Program 2.0

STAFF RECOMMENDATION:

Review and accept staff's latest revised version of the Adaptive Re-use Building Rehabilitation Program 2.0 as well as allocate funding to the program from the City's General Fund on an interim basis.

EXECUTIVE SUMMARY:

On January 15, 2025, staff presented a draft of the Adaptive Re-use Rehabilitation Program 2.0 to the Urban Renewal Commission. The Commissioners decided to exclude nonprofits as eligible applicants to the program.

Further, the source of funding for the program remained a topic of discussion for the Urban Renewal Commission. In order to get the program operational as soon as possible, the Urban Renewal Commissioners referred the program back to the City Commission to be funded via the City's General Fund on an interim basis.

BACKGROUND:

During its January 15, 2025 meeting, the Urban Renewal Commission continued to review the Adaptive Re-Use Building Rehabilitation Program 2.0. Through general consensus, it decided to exclude nonprofits as eligible applicants to the program.

In addition, the source of funding for the Adaptive Re-Use Building Rehabilitation Program 2.0 remained a topic of discussion for the Oregon City Urban Renewal Commission. During this meeting, the Commissioners, through consensus, agreed again to return the program to the City Commission while the Urban Renewal Commission continues to examine options to proceed as a funding mechanism. Therefore, to get the Adaptive Re-use Building Rehabilitation Program 2.0 up and running as soon as possible, the City Commission would be considering funding the program, on an interim basis, utilizing the General Fund.

As a result of the discussion, staff further revised the Adaptive Re-Use Rehabilitation Program 2.0 to remove nonprofits as eligible applicants to the program and refer the program back to the City Commission for funding. Included with this staff report are the following documents:

1. a redlined version of the most recent change,
2. a clean copy comprised of the most recent change, and

3. a flow chart depicting the process of the newly proposed initiative.

OPTIONS:

1. Review and accept staff's latest version of the Adaptive Re-use Building Rehab Program 2.0 as well as allocate funding to the program from the City's General Fund on an interim basis.
2. Do not accept the staff's revised version of the Adaptive Re-use Building Rehabilitation Program 2.0 and do not fund the program.

BUDGET IMPACT:

Amount	\$150,000
Fiscal Year(s):	FY 2023/2025
Funding Source(s):	General Fund

ADAPTIVE REUSE BUILDING REHABILITATION PROGRAM 2.0

APPLICATION PROCESS AND REQUIREMENTS

I. DEFINITION

Adaptive Reuse: To make changes (interior and/or exterior) to reinstitute the use of an existing building for a purpose other than which it was originally built or designed.

Building Rehabilitation: To stabilize, restore and to modernize an existing building. Does not involve conducting maintenance work and/or making repairs on the building.

II. PROGRAM GOALS AND OBJECTIVES

Overall, the Adaptive Reuse Building Rehabilitation Program is designed to encourage significant rehabilitation of existing older buildings that result in improving their value. The program will accomplish the following goals:

- encourage the reuse and/or rehabilitation of the existing older buildings within the urban renewal district,
- contribute to the economic vibrancy and pedestrian activism of the area,
- enhance the safety factor of older buildings,
- increase the assessed value of eligible existing buildings, and
- support projects that actually come to fruition.

Through this initiative, Oregon City will accomplish the aforementioned goals by realizing the following objectives:

- reduce the number of underutilized older buildings within the community,
- broaden and increase the tax base, and
- retain jobs and/or create net new jobs.

III. GENERAL PROGRAM DESCRIPTION

The newly revised Adaptive Reuse Building Rehab Program is a forgivable loan program instead of an outright grant program. The program will provide forgivable loans to for-profit businesses and commercial development investors seeking to rehab existing buildings within the legal boundaries of the Urban Renewal District. If the proposed building rehab project has been completed and has been approved for occupancy, the loan will be converted into a grant.

The initial funding instruments will be set up as a collateralized loan. If the project is not completed within the time frame negotiated or the project cannot be completed, or the project has changed contrary to the development agreement, the initial funding instruments and funding will remain in place as a loan. Amortized loan repayments will commence 60 days after it has been determined that the project is not in compliance with the development agreement.

If program funding is promptly returned by the investor either through refinancing with another lender or the funding is simply returned by other means, the loan will be considered paid in full. Reassignment or flipping of a project is permissible as long as the completed project adheres to the terms of the existing covenants of the development agreement, the proposed new owner of the project has demonstrated financial stability, and the City Commission has approved the proposed new project reassignment.

The City Manager or his/her designee, in consultation with the City Commission will determine the project's funding status (remaining as a loan or converting to a grant).

An extension for project completion may be granted by the City Manager or his/her designee provided it has been determined that the causes that made the request necessary was beyond the control of the project developer.

IV. PROJECT ELIGIBILITY

Eligible projects include existing buildings that are at least 40 years old or more at time of application and are within the legal boundaries of the Urban Renewal District. Projects must be properly zoned for the uses being proposed and can demonstrate the ability to comply with the City's permit entitlement requirements.

Emphasis and priority are placed on rehabilitation projects that meet at least four goals of the program. There is a preference for commercial mixed-use real estate projects, but single use projects will also be considered if they meet at least four of the five program goals. Commercial mixed-use projects include real estate that are a combination of retail, housing, office, restaurant and/or entertainment venue.

This program is designed to provide funds to a limited number of small-scale rehabilitation projects (non-façade). Eligible total project size will range from a minimum of \$300,000 in total eligible project costs up to a total of \$1,000,000 of such costs. Proposals will be reviewed depending on and subject to availability of program funding.

V. ELIGIBLE EXPENSES

The following expenses are eligible under this program (property owner, investor developer may choose which expense(s) to apply for:

- expenses relating to improvements and expansion,
- seismic upgrade and code improvements,
- hard cost facility upgrades such as new HVAC equipment, new sprinkler system infrastructure,
- installation of new electrical system, and other such hard cost upgrades (not repairs),
- system development charges (SDCs),
- other Oregon City permit fees,
- engineering and architectural fees,
- interior demolition,
- exterior renovation, and
- addition and/or expansion of residential units of an existing eligible building, as long as the expenses are consistent with the rehabilitation and adaptive reuse of the building.

VI. INELIGIBLE EXPENSES AND CONDITIONS

The following are ineligible expenses and conditions under this program:

- Property appraisal costs.
- Projects that house repair/maintenance and wholesale distribution businesses would not be eligible to receive financial support under the program.
- Soft project costs including license fees, accounting/bookkeeping fees, insurance costs, taxes, penalty fees, other governmental jurisdiction permit fees and other such expenses.
- Administrative and/or managerial personnel-related costs, utilities, rents, insurance, penalty fees, finance-related costs and other such working capital-related expenses.
- Projects receiving funding through this program within the last 12 months are not eligible to apply in the following fiscal year.
- Applicants that are delinquent in their local, county, state, and/or federal taxes, city utility fees, and permit fee obligations are not eligible to apply.
- Applicants who are not in good standing with local, state, and/or federal agencies' business registration requirements are not eligible to apply.
- Applicants involved in any legal proceedings that may impact on the ownership, financial performance and/or feasibility of the project are ineligible conditions.

VII. GRANT/LOAN TERMS AND CONDITIONS

Initially, funding is provided to eligible recipients as a loan up to 15% of eligible rehab costs or a maximum of up to \$150,000 max. A program-related loan review committee will examine each funding request with the mission to evaluate and mitigate the degree of risk to the funding organization.

The Adaptive Reuse Building Rehab Loan Review Committee may accept a subordinate position, except in the instance when SDC financing takes a first collateral position. Ultimately, the decision to take a subordinate position will be predicated on whether there is sufficient collateral remaining to protect the funding organization's investment.

Eligible recipients may obtain partial funding up to 50% of the approved loan amount with remaining 50% to be disbursed upon an approved certificate of occupancy. If the project does not come to fruition, the dispersed funding will remain a loan, subject to the following terms and conditions:

1. Up to \$150,000 max
2. Loan term up to 4 years
3. Simple interest rate of 20% annually
4. Loan collateralized at 80% Loan-to-Value Ratio
5. Loan may be subordinated to other funding sources, except SDC Financing
6. No penalty for early repayment

VIII. APPLICATION CHECKLIST

1. Complete PROGRAM ELIGIBILITY APPLICATION with the following accompanying documentation
 - a. Submit electronic copy(ies) of the application and supporting documents, except financial related documentation.
 - b. Detailed written description of the scope of the project.
 - c. Documentation of property ownership (including, but not limited to a deed of trust) or copy of lease. Lessees must have written authorization from the property owner
 - d. Documentation on the legal form of the business that owns the project (LLC, Sub-chapter S, Sub-chapter C, LLP, partnership agreement, etc.)
 - e. Copy of current Oregon City Business License
 - f. Photos of existing site and its current use
2. Complete FINANCIAL SUPPORT REQUEST Application
 - a. Financial Review of Project Itself
 - i. Project budget showing ALL sources of funding/amounts and ALL uses of funding/amounts for the project (should include construction expenses, fees, permits, design costs, etc.)
 - ii. Financial pro-forma of the project documenting the net operating income, return on investment and if relevant, cap rate
 - b. Financial Review of Business or Corporate Entity as the Project Developer
 - i. Past two years profit and loss statement of project developer (if applicable)
 - ii. Current profit and loss statement of project developer
 - iii. Projected profit and loss statement by month for 24 months
 - iv. Balance sheets for past and current year of operation
 - v. Other such financial information that may be necessary
 - c. Financial Review of Individual as Project Developer
 - i. Personal Financial Statement
 - ii. Two years Federal Income Tax Filing (current and previous year)
 - iii. Financial pro forma of the project
 - iv. Other such other financial information that may be necessary

IX. APPLICATION PERIOD

1. Applications are reviewed on a first-come, first-served basis. Incomplete and/or inaccurate applications shall lose their place in the queue to complete applications.
2. Once an application is received, expect a minimum of a 30-to-40-day review period.

X. APPLICATION PROCESS: "PROJECT OF INTEREST"

1. PROJECT ELIGIBILITY REVIEW and GRANT/LOAN APPLICATION REVIEW meeting with the Economic Development Manager
2. The City Commission conducts a "project of interest review" whereby the governing body express an interest in seeing the project move forward through the City's permit process

because it meets the goals and objectives of the program. This does not constitute an approval of any funding assistance or approval of any permits.

XI. PERMIT PROCESS

1. Planning Review/Approval Meeting

- a. Contact the Planning Division at ocplanning@orccity.org or (503) 722-3789 for details.
- b. Smaller projects may be eligible for planning approval through the Planning Division's expedited Type I Site Plan and Design Review process. Project types that can be reviewed as a Type I permit are listed in Oregon City Municipal Code [17.62.035.A](#).
- c. If Type II Plan Review (Community Development Director renders the City's decision)
 - i. Pre-application meeting with City Planning Division. Information needed for the meeting, go to link: <https://www.orccity.org/775/Pre-Application-Conference>
 - ii. Go to link: <https://www.orccity.org/DocumentCenter/View/3596/Type-II-Process-PDF?bidId=>
 - iii. Submittal of a Land Use Application: <https://www.orccity.org/DocumentCenter/View/2571/Land-Use-Application-Form-Fillable-PDF>
- d. If Type III Plan Review (The Planning Commission or Historic Review Board shall render City's decision)
 - i. Pre-application meeting with City Planning Division. Information needed for the meeting, go to link: <https://www.orccity.org/775/Pre-Application-Conference> .
 - ii. Go to link: <https://www.orccity.org/DocumentCenter/View/3597/Type-III-Process-PDF?bidId=>
 - iii. Submittal of a Land Use Application: <https://www.orccity.org/DocumentCenter/View/2571/Land-Use-Application-Form-Fillable-PDF>
- e. If Type IV Plan Review, include only quasi-judicial plan amendments and zone changes (The Planning Commission and City Commission shall render a decision)
 - i. Pre-application meeting with City Planning Division. Information needed for the meeting, go to link: <https://www.orccity.org/775/Pre-Application-Conference> .
 - ii. Go to Link: <https://www.orccity.org/DocumentCenter/View/3598/Type-IV-Process-PDF?bidId=>
 - iii. Submittal of a Land Use Application: <https://www.orccity.org/DocumentCenter/View/2571/Land-Use-Application-Form-Fillable-PDF>

2. Building Division Permit

- a. Why is a building permit required: <https://www.orccity.org/1401/Apply-for-a-Building-Permit>
- b. Building permit instructions: <https://www.orccity.org/DocumentCenter/View/7025/Submittal-Guidelines-and-Requirements-PDF-1>
- c. Building permit application: <https://www.orccity.org/DocumentCenter/View/7111/Building-Permit-Application-New-May-1-2023-PDF-1>

3. Public Works Development Services/Engineering Review
 - a. Development & Engineering Requirements: <https://www.orcity.org/742/Documents-Drawings-Forms-Permits>
 - b. SDC Charges: <https://www.orcity.org/868/System-Development-Charges-SDCs>

XII. CITY COMMISSION MEETING

- a. Staff negotiates project development agreement
- b. The City Commission reviews and approves the project's development agreement
- c. Project moves for to the Loan Review Committee for credit analysis

XIII. FINANCIAL SUPPORT (FORGIVABLE LOAN)

1. Committee's loan review criteria:
 - a. Applicants should have a minimum credit score of 700 (Equifax, TransUnion, Experian)
 - b. Maximum debt to income ratio of 40% for individuals or businesses
 - c. Minimum debt service coverage of 1.25:1 for businesses
 - d. Minimum global debt coverage ratios 1.25:1
 - e. Value of collateral/Will take a 2nd position (if necessary)
 - f. Co-signor not required but will enhance credit request
 - g. No prior bankruptcies for individual or business
2. Loan Committee reviews the financial support request application
The mission of this committee is to evaluate and mitigate the degree of risk associated with each funding request to the funding organization
 - a. Financial Support Application
 - b. Conducts financial review of project and applicant
 - c. Approves loan underwriting requirements
 - d. Approves the loan/grant

XIV. FUNDS DISBURSEMENT

1. Applicant receives 50% of loan/grant funds after committee approval.
 2. Terms of the loan will commence if has been determined that the project is not going forward or if the project has changed relative to the conditions in the executed development agreement, (noncompliant).
 3. If the project is noncompliant, the portion disbursed will remain a loan and payments will commence 60 days after noncompliance declaration.
 4. If the project is realized, i.e., it is in compliance with the development agreement and a certificate of occupancy is issued, the investor receives 100% of grant funding. Loan is forgiven.
-

ADAPTIVE REUSE BUILDING REHABILITATION PROGRAM 2.0

APPLICATION PROCESS AND REQUIREMENTS

I. DEFINITION

Adaptive Reuse: To make changes (interior and/or exterior) to reinstitute the use of an existing building for a purpose other than which it was originally built or designed.

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- encourage the reuse and/or rehabilitation of the existing older buildings within the urban renewal district,
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- enhance the safety factor of older buildings,
- increase the assessed value of eligible existing buildings, and
- support projects that actually come to fruition.

Through this initiative, Oregon City will accomplish the aforementioned goals by realizing the following objectives:

- reduce the number of underutilized older buildings within the community,
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III. GENERAL PROGRAM DESCRIPTION

The newly revised Adaptive Reuse Building Rehab Program is a forgivable loan program instead of an outright grant program. The program will provide forgivable loans to for-profit businesses, and commercial development investors ~~and nonprofit organizations~~ seeking to rehab existing buildings within the legal boundaries of the Urban Renewal District. If the proposed building rehab project has been completed and has been approved for occupancy, the loan will be converted into a grant.

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If program funding is promptly returned by the investor either through refinancing with another lender or the funding is simply returned by other means, the loan will be considered paid in full. Reassignment or flipping of a project is permissible as long as the completed project adheres to the terms of the existing covenants of the development agreement, the proposed new owner of the project has demonstrated financial stability, and the City Commission has approved the proposed new project reassignment.

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Eligible projects include existing buildings that are at least 40 years old or more at time of application and are within the legal boundaries of the Urban Renewal District. Projects must be properly zoned for the uses being proposed and can demonstrate the ability to comply with the City's permit entitlement requirements.

Emphasis and priority are placed on rehabilitation projects that meet at least four goals of the program. There is a preference for commercial mixed-use real estate projects, but single use projects will also be considered if they meet at least four of the five program goals. Commercial mixed-use projects include real estate that are a combination of retail, housing, office, restaurant and/or entertainment venue.

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V. ELIGIBLE EXPENSES

The following expenses are eligible under this program (property owner, investor developer may choose which expense(s) to apply for:

- expenses relating to improvements and expansion,
- seismic upgrade and code improvements,
- hard cost facility upgrades such as new HVAC equipment, new sprinkler system infrastructure,
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- system development charges (SDCs),
- other Oregon City permit fees,
- engineering and architectural fees,
- interior demolition,
- exterior renovation, and
- addition and/or expansion of residential units of an existing eligible building, as long as the expenses are consistent with the rehabilitation and adaptive reuse of the building.

VI. INELIGIBLE EXPENSES AND CONDITIONS

The following are ineligible expenses and conditions under this program:

- Property appraisal costs.
- Projects that house repair/maintenance and wholesale distribution businesses would not be eligible to receive financial support under the program.
- Soft project costs including license fees, accounting/bookkeeping fees, insurance costs, taxes, penalty fees, other governmental jurisdiction permit fees and other such expenses.
- Administrative and/or managerial personnel-related costs, utilities, rents, insurance, penalty fees, finance-related costs and other such working capital-related expenses.
- Projects receiving funding through this program within the last 12 months are not eligible to apply in the following fiscal year.
- Applicants that are delinquent in their local, county, state, and/or federal taxes, city utility fees, and permit fee obligations are not eligible to apply.
- Applicants who are not in good standing with local, state, and/or federal agencies' business registration requirements are not eligible to apply.
- Applicants involved in any legal proceedings that may impact on the ownership, financial performance and/or feasibility of the project are ineligible conditions.

VII. GRANT/LOAN TERMS AND CONDITIONS

Initially, funding is provided to eligible recipients as a loan up to 15% of eligible rehab costs or a maximum of up to \$150,000 max. A program-related loan review committee will examine each funding request with the mission to evaluate and mitigate the degree of risk to the funding organization.

The Adaptive Reuse Building Rehab Loan Review Committee may accept a subordinate position, except in the instance when SDC financing takes a first collateral position. Ultimately, the decision to take a subordinate position will be predicated on whether there is sufficient collateral remaining to protect the funding organization's investment.

Eligible recipients may obtain partial funding up to 50% of the approved loan amount with remaining 50% to be disbursed upon an approved certificate of occupancy. If the project does not come to fruition, the dispersed funding will remain a loan, subject to the following terms and conditions:

1. Up to \$150,000 max
2. Loan term up to 4 years
3. Simple interest rate of 20% annually
4. Loan collateralized at 80% Loan-to-Value Ratio
5. Loan may be subordinated to other funding sources, except SDC Financing
6. No penalty for early repayment

VIII. APPLICATION CHECKLIST

1. Complete PROGRAM ELIGIBILITY APPLICATION with the following accompanying documentation
 - a. Submit electronic copy(ies) of the application and supporting documents, except financial related documentation.
 - b. Detailed written description of the scope of the project.
 - c. Documentation of property ownership (including, but not limited to a deed of trust) or copy of lease. Lessees must have written authorization from the property owner
 - d. Documentation on the legal form of the business that owns the project (LLC, Sub-chapter S, Sub-chapter C, LLP, partnership agreement, etc.)
 - e. Copy of current Oregon City Business License
 - f. Photos of existing site and its current use
2. Complete FINANCIAL SUPPORT REQUEST Application
 - a. Financial Review of Project Itself
 - i. Project budget showing ALL sources of funding/amounts and ALL uses of funding/amounts for the project (should include construction expenses, fees, permits, design costs, etc.)
 - ii. Financial pro-forma of the project documenting the net operating income, return on investment and if relevant, cap rate
 - b. Financial Review of Business or Corporate Entity as the Project Developer
 - i. Past two years profit and loss statement of project developer (if applicable)
 - ii. Current profit and loss statement of project developer
 - iii. Projected profit and loss statement by month for 24 months
 - iv. Balance sheets for past and current year of operation
 - v. Other such financial information that may be necessary
 - c. Financial Review of Individual as Project Developer
 - i. Personal Financial Statement
 - ii. Two years Federal Income Tax Filing (current and previous year)
 - iii. Financial pro forma of the project
 - iv. Other such other financial information that may be necessary

IX. APPLICATION PERIOD

1. Applications are reviewed on a first-come, first-served basis. Incomplete and/or inaccurate applications shall lose their place in the queue to complete applications.
2. Once an application is received, expect a minimum of a 30-to-40-day review period.

X. APPLICATION PROCESS: "PROJECT OF INTEREST"

1. PROJECT ELIGIBILITY REVIEW and GRANT/LOAN APPLICATION REVIEW meeting with the Economic Development Manager
2. The City Commission conducts a "project of interest review" whereby the governing body express an interest in seeing the project move forward through the City's permit process

because it meets the goals and objectives of the program. This does not constitute an approval of any funding assistance or approval of any permits.

XI. PERMIT PROCESS

1. Planning Review/Approval Meeting

- a. Contact the Planning Division at ocplanning@orccity.org or (503) 722-3789 for details.
- b. Smaller projects may be eligible for planning approval through the Planning Division's expedited Type I Site Plan and Design Review process. Project types that can be reviewed as a Type I permit are listed in Oregon City Municipal Code [17.62.035.A](#).
- c. If Type II Plan Review (Community Development Director renders the City's decision)
 - i. Pre-application meeting with City Planning Division. Information needed for the meeting, go to link: <https://www.orccity.org/775/Pre-Application-Conference>
 - ii. Go to link: <https://www.orccity.org/DocumentCenter/View/3596/Type-II-Process-PDF?bidId=>
 - iii. Submittal of a Land Use Application: <https://www.orccity.org/DocumentCenter/View/2571/Land-Use-Application-Form-Fillable-PDF>
- d. If Type III Plan Review (The Planning Commission or Historic Review Board shall render City's decision)
 - i. Pre-application meeting with City Planning Division. Information needed for the meeting, go to link: <https://www.orccity.org/775/Pre-Application-Conference> .
 - ii. Go to link: <https://www.orccity.org/DocumentCenter/View/3597/Type-III-Process-PDF?bidId=>
 - iii. Submittal of a Land Use Application: <https://www.orccity.org/DocumentCenter/View/2571/Land-Use-Application-Form-Fillable-PDF>
- e. If Type IV Plan Review, include only quasi-judicial plan amendments and zone changes (The Planning Commission and City Commission shall render a decision)
 - i. Pre-application meeting with City Planning Division. Information needed for the meeting, go to link: <https://www.orccity.org/775/Pre-Application-Conference> .
 - ii. Go to Link: <https://www.orccity.org/DocumentCenter/View/3598/Type-IV-Process-PDF?bidId=>
 - iii. Submittal of a Land Use Application: <https://www.orccity.org/DocumentCenter/View/2571/Land-Use-Application-Form-Fillable-PDF>

2. Building Division Permit

- a. Why is a building permit required: <https://www.orccity.org/1401/Apply-for-a-Building-Permit>
- b. Building permit instructions: <https://www.orccity.org/DocumentCenter/View/7025/Submittal-Guidelines-and-Requirements-PDF-1>
- c. Building permit application: <https://www.orccity.org/DocumentCenter/View/7111/Building-Permit-Application-New-May-1-2023-PDF-1>

3. Public Works Development Services/Engineering Review
 - a. Development & Engineering Requirements: <https://www.orcity.org/742/Documents-Drawings-Forms-Permits>
 - b. SDC Charges: <https://www.orcity.org/868/System-Development-Charges-SDCs>

XII. CITY COMMISSION MEETING

- a. Staff negotiates project development agreement
- b. The City Commission reviews and approves the project's development agreement
- c. Project moves for to the Loan Review Committee for credit analysis

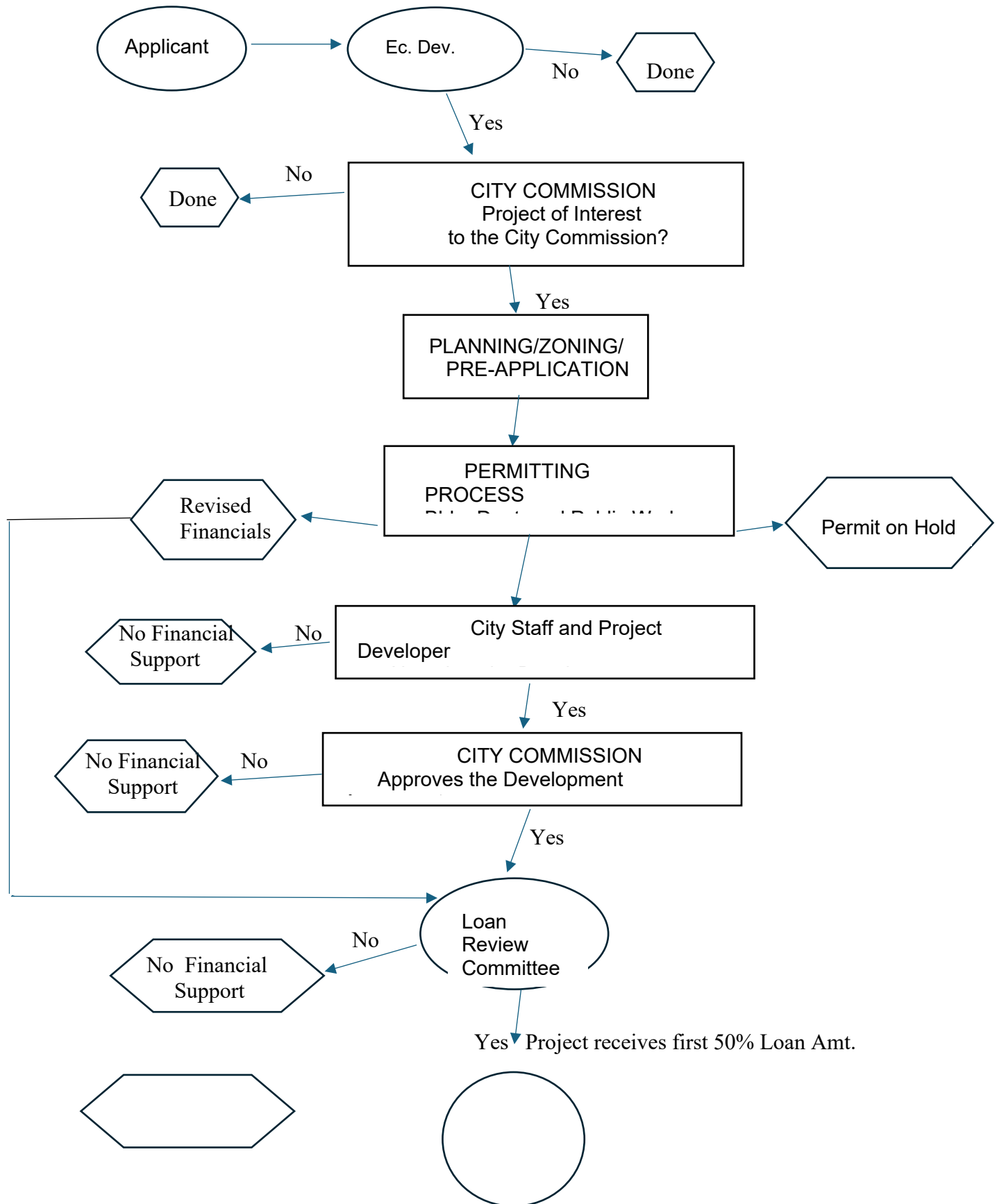
XIII. FINANCIAL SUPPORT (FORGIVABLE LOAN)

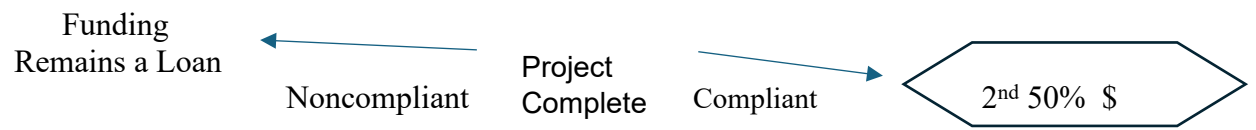
1. Committee's loan review criteria:
 - a. Applicants should have a minimum credit score of 700 (Equifax, TransUnion, Experian)
 - b. Maximum debt to income ratio of 40% for individuals or businesses
 - c. Minimum debt service coverage of 1.25:1 for businesses
 - d. Minimum global debt coverage ratios 1.25:1
 - e. Value of collateral/Will take a 2nd position (if necessary)
 - f. Co-signor not required but will enhance credit request
 - g. No prior bankruptcies for individual or business
2. Loan Committee reviews the financial support request application
The mission of this committee is to evaluate and mitigate the degree of risk associated with each funding request to the funding organization
 - a. Financial Support Application
 - b. Conducts financial review of project and applicant
 - c. Approves loan underwriting requirements
 - d. Approves the loan/grant

XIV. FUNDS DISBURSEMENT

1. Applicant receives 50% of loan/grant funds after committee approval.
 2. Terms of the loan will commence if has been determined that the project is not going forward or if the project has changed relative to the conditions in the executed development agreement, (noncompliant).
 3. If the project is noncompliant, the portion disbursed will remain a loan and payments will commence 60 days after noncompliance declaration.
 4. If the project is realized, i.e., it is in compliance with the development agreement and a certificate of occupancy is issued, the investor receives 100% of grant funding. Loan is forgiven.
-

Adaptive Re-use Building Rehabilitation Program 2.0







CITY OF OREGON CITY

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

Staff Report

To: City Commission

Agenda Date: February 5, 2025

From:

SUBJECT:

Item 9.d. - 2025 State Transportation Funding Joint Values and Outcomes Document from C-4

STAFF RECOMMENDATION:

Approve the use of the Oregon City logo on the Joint Values and Outcomes for the 2025 State Legislative Transportation Package by the Communities of Clackamas County

EXECUTIVE SUMMARY:

The Joint Values and Outcomes for the 2025 Legislative Transportation package was previously reviewed by the City Commission and the document, along with the use of the City logo, was approved by the City Commission. Since the document was approved, the November 2024 election has occurred and new Commission and Council members have been appointed throughout Clackamas County. Due to the changes based on the November election, county staff will be bringing the attached document back to C-4 on Thursday, February 6th, for reconfirmation. County staff has requested that the City's reconfirm their participation, use of the city's logo, and if there are any edits necessary.

BACKGROUND:

OPTIONS:

1. Approve the use of the Oregon City logo on the Joint Values and Outcomes for the 2025 State Legislative Transportation Package by the Communities of Clackamas County
2. Approve the use of the Oregon City logo on the Joint Values and Outcomes for the 2025 State Legislative Transportation Package by the Communities of Clackamas County with Amendments.
3. Deny the use of the Oregon City logo on the Joint Values and Outcomes for the 2025 State Legislative Transportation Package by the Communities of Clackamas County and provide further direction.

BUDGET IMPACT:

Amount \$

Fiscal Year(s):

Funding Source(s):

**Joint Values and Outcomes
for the 2025 State Legislative Transportation Package
by the Communities of Clackamas County**

Approved on August 1, 2024

The jurisdictions named here support a seamless, functional transportation system that prioritizes safety and the reliable movement of people and goods.

We acknowledge that without adequate transportation funding to address maintenance and capital projects in our communities, our collective transportation system will continue to struggle, maintenance projects will become capital projects, and our transportation systems will fail to meet public expectations and uses. As the state legislature considers funding solutions to address state and local needs, the values and outcomes named here will be the foundation of our advocacy.

These values are not an endorsement of any collective or particular funding proposal.

To ensure an equitable, balanced, and seamless system for all, a transportation package should...

- Develop in collaboration with local voices and jurisdictions
- Protect and retain the 50/30/20 revenue formula from the State Highway Fund
- Secure operations and maintenance funding for state and local partners
- Increase safety for all travel modes and reduce diversion from highways onto local roads

To ensure maximum and efficient utilization of public dollars, a transportation package should...

- Provide local jurisdictions with the resources to implement state requirements
- Build trust through budget transparency, implement cost saving measures, and limit administrative costs
- Maximize our opportunity to leverage federal funds for local and state projects of significance
- Secure varied revenue sources to diversify funding tools for local and state agencies

To advance projects that build public trust and accountability, a transportation package should...

- Finish what was promised in HB 2017 and HB 3055, including the I-205 widening and bridge improvements between Stafford Rd and Abernethy Bridge.
- Formulate a list of additional, high-priority projects for future funding, such as Sunrise Corridor and other investments addressing growth in urban, suburban, and rural communities

To provide accessibility and funding to multimodal facilities and services, a transportation package should...

- Complete gaps in transit service, sidewalks, and bike lanes
- Improve transit operations, including regional coordination and equitable access to transit
- Invest in transit and paratransit so that it is a convenient, reliable, and safe travel option
- Provide sustainable long-term funding for first- and last-mile transit solutions
- Consider investments that improve safety for commuters reliant on bicycles, scooters, and other non-traditional transportation options

To support housing production and economic opportunities, a transportation package should...

- Accelerate transportation networks supporting developing areas
- Improve the operations of regional freight routes, bridges and arterials
- Improve safety and reduce congestion on roads that connect urban and rural communities

Supporting Logos for the Clackamas Joint Values and Outcomes





CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** February 5, 2025
From: Tony Konkol, City Manager

SUBJECT:

Item 9.e. - Update and discussion on the process by Clackamas County to sell the Courthouse located on Main Street.

STAFF RECOMMENDATION:

Staff requests that the City Commission provide direction as determined necessary based on the City Commission discussion of this item.

EXECUTIVE SUMMARY:

The Board of County Commissioners convened the Main Street Courthouse Committee in October 2024 to recommend a course of action for the disposition of the current Courthouse in downtown Oregon City. The advisory committee recommended that the Board "sell or transfer the courthouse to an entity that would fully contribute to the economic vitality of the downtown Oregon City area." County staff was instructed to develop a Request for Expressions of Interest (RFEI), which was approved, and move forward with a solicitation process. The Board also indicated that a joint meeting with the City Commission would be beneficial to discuss the Courthouse and the RFEI process. Questions that have been raised include:

- * Concerns about the future disposition of Liberty Plaza;
- * How public access to Liberty Plaza can be maintained, including access to power;
- * Measures that will be taken to secure the building that also minimize the visual impacts along Main Street once the facility is vacated.

The Mayor participated on the Main Street Courthouse Committee and provided testimony at the January 21st Board of County Commissioner meeting concerning the RFEI process. The Mayor sent a follow up email to the Board reiterating the importance and significance of preserving Liberty Plaza for public use and to be able to partner with the Board in the review of the RFEI.

Staff is requesting that the City Commission provide direction to staff as determined necessary based on the Commission deliberation.

BACKGROUND:

OPTIONS:

1. Provide staff direction, if any, on how to proceed.

BUDGET IMPACT:

Amount \$

Fiscal Year(s):

Funding Source(s):

MEMORANDUM

TO: Clackamas County Board of County Commissioners (BCC)
FROM: Nancy Bush, County Operating Officer
RE: Main Street Courthouse Disposition
DATE: January 15, 2025

REQUEST: Staff is seeking direction regarding the Main Street Courthouse Committee's recommendation regarding disposition implementation.

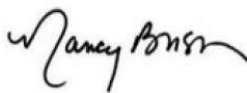
BACKGROUND: The Board convened the Main Street Courthouse Committee in October 2024 to recommend a course of action for the current County courthouse, which is expected to be vacated by August 2025 with the completion of the replacement courthouse in May 2025. The advisory body recommended that the Board "sell or transfer the courthouse to an entity that would fully contribute to the economic vitality of the downtown Oregon City area." The details of the Committee's activity were presented to the Board on November 26, 2024. Attachment A is the material related to the presentation.

In the session on November 26th the Board instructed staff to develop a Request for Expressions of Interest (RFEI) as proposed by the Oregon City Main Street Courthouse Committee. Staff returned on December 18, 2024 with the RFEI as instructed. The Board approved the RFEI with minor edits and instructed staff to move forward. Attachment B is the material related to the December 18th Policy Session.

The topic is being brought forward today for further Board discussion and to direct staff on next steps.

RECOMMENDATION: Staff is respectfully seeking direction from the Board regarding the RFEI for the Main Street Courthouse.

Respectfully Submitted,



Nancy Bush
County Operation Officer

Attachments:

Attachment A: November 26, 2024 Issues Session Materials

Attachment B: December 18, 2024 Policy Session Materials



OFFICE OF THE COUNTY ADMINISTRATOR
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

MEMORANDUM

TO: Clackamas County Board of County Commissioners (BCC)
FROM: Nancy Bush, County Operating Officer
RE: Main Street Courthouse Committee Recommendation
DATE: November 26, 2024

REQUEST: Staff request that the Board accept the Main Street Courthouse Committee's recommendation and provide direction on implementation.

BACKGROUND: At the direction of the Board of County Commissioners, an advisory committee was formed in September 2024 to offer a recommendation to the Board on the disposition of the current County Courthouse once the Replacement County Courthouse is completed in May 2025. The enclosed report outlines the approach of the committee and its recommendations.

The Main Street Courthouse Committee recommends that the Board sell or transfer the courthouse to an entity that would fully contribute to the economic vitality of the downtown Oregon City area. The committee also offers a number of considerations they believe the Board should take into account as part of the disposition process.

RECOMMENDATION: Staff respectfully recommends the Board accept the Main Street Courthouse Committee's recommendation and direct staff to begin developing a process for disposition in alignment with the recommendation.

Respectfully Submitted,

Nancy Bush
County Operating Officer

Attachments:

Oregon City Main Street Courthouse Committee Recommendations and Considerations



Recommendations and Considerations

Oregon City Main Street Courthouse Committee

November 4, 2024

Background

Committee Charge

The Board of County Commissioners established the Oregon City Main Street Courthouse Committee in September 2024 to evaluate the current condition of the Main Street Courthouse and make a recommendation to the Board on the disposition of the current courthouse following the May 2025 completion of the Replacement County Courthouse under construction on the Red Soils Campus.

Committee Composition

To ensure that the committee's recommendations reflected the views of the downtown Oregon City area, the Oregon City Main Street Courthouse Committee included members from the Oregon City Chamber of Commerce, the Downtown Oregon City Association, the Oregon City Business Alliance, the City of Oregon City, the Board of County Commissioners, and city and county Economic Development staff.

We would like to thank the members for their participation:

Clackamas County Chair Tootie Smith
Clackamas County Commissioner Martha Schrader
Oregon City Mayor Denyse McGriff
Juliana Allen, Downtown Oregon City Alliance
Victoria Meinig, Oregon City Chamber of Commerce
Jeff Shaffer, Oregon City Business Alliance
James Graham, City of Oregon City
Laura Edmonds, Clackamas County

We would also like to recognize the County staff that supported the committee, including:

County Operating Officer Nancy Bush
Senior Policy Advisor Emily Klepper
Policy Advisor Tony Mayernik
Facilities Operations Manager Daniel Robertson
Civil Division Captain Kevin Thies, Clackamas County Sheriff's Office

Special thanks to Shelly Parini, who served as facilitator for the committee's meetings and helped formulate the committee's final recommendations and considerations outlined in this document.

Executive Summary

The Oregon City Main Street Courthouse Committee met three times over the course of two months and toured the courthouse to view its current condition and utilization. During the three meetings, the committee reviewed current facility documents, explored potential uses of the building and disposition options, and discussed related topics that members felt should be considered as part of the disposition process.

Meeting 1 – October 15, 2014

Committee members began with a visioning exercise, responding to the following question:

"When you look ten years down the road what could or should be happening in the current courthouse building, or on that site, that could more fully contribute to the economic well-being of the downtown core and beyond?"

Individuals shared their unique ideas which included mixed-used development, community spaces, a boutique hotel, retail and commercial space, and an artistic center. One member noted an interest in ensuring that any future use includes a childcare facility.

Currently the courthouse has an estimated 700-800 visitors daily, including County and state staff. Committee members expressed concerns that this visitor traffic to the downtown core would be lost with the relocation of the courthouse and would need to be replaced by any future use. The downtown Oregon City area has many venues that depend on visitor traffic. In general, members felt that **the highest and best use of the building should be an active facility that adds to the vitality of the downtown core in ways that build on the city's rich history, business diversity and cultural connections.**

Dan Robertson, Facilities Operations Manager, provided the committee with a comprehensive review of the 2022 appraisal completed by CBRE Inc, a deferred maintenance summary, and economic impact of the current courthouse operations.

Meeting 2 – October 23, 2024

The committee explored the disposition options available to the current County building:

1. Demolition of the current facility and construction of a new building
2. Renovation or conversion to another use
3. "As Is" re-use of the existing building

Demolition would require the removal of the existing building and preparation for construction of a new facility, allowing the widest range of options for future use. Renovation or Conversion would involve any level of work from minor refreshing of fixtures and finishes to major interior alterations, along with potential work to address deferred maintenance issues and address systems upgrades. "As Is" re-use of the existing building would entail a "turnkey" approach, putting the building to work with only minor refreshing of fixtures and finishes and no efforts to address deferred maintenance or systems upgrades.

Committee members engaged in an activity that examined the opportunities, barriers and bridges (solutions) for each disposition option. While demolition of a building to allow for new construction is a valid option that would maximize flexibility, the committee was ultimately concerned about the costs, potential public response, and loss of the historical significance of an existing building.

The committee spent much of the discussion exploring options 2 and 3 and determined that disposition with a renovation or conversion would provide the most flexibility for a future user. It would also allow an opportunity to address the deferred maintenance concerns and essential systems upgrades. Given the current configuration of the building as a courthouse, with multiple auditorium-like spaces and supporting offices, the committee established that an "as is" disposition would likely be used as phase one of a renovation or conversion.

Potential reuse opportunities for the building are summarized in the categories below:

- ✓ mixed-use development
- ✓ multi-family housing,
- ✓ an entertainment venue,
- ✓ retail and commercial spaces,
- ✓ childcare facilities,
- ✓ a hotel and
- ✓ event space.

Many committee members noted that the development of any of these proposals would require significant financial investment to address the deferred maintenance and safety issues, with unknown activities to preserve the historical significance of the building.

Meeting 3 – October 31, 2024

The committee reviewed the previous sessions. Nancy Bush, County Operating Officer, shared an analysis from County Counsel of the state guidelines that address the historical significance of any publicly owned building in any disposition process, and the next steps in the County's process. As the building is over 50 years old, it falls into the category of "historically significant" by the Oregon State Historic Preservation Office (SHPO) and is eligible for listing on the National Register of Historic Places. The County should connect with SHPO and coordinate its disposition process with the state agency. Acknowledging the historical significance of the courthouse does not generally eliminate any options in the disposition process.

Ultimately, the committee returned to their core charge, that is to make a recommendation to the Board of County Commissioners on whether to keep, sell, or transfer the courthouse. **Committee members were universally aligned with the option to sell or transfer the building**, with little interest in exploring the option to keep the building for the County's purposes. The committee notes that "transfer" lacks clarity in terms of what that process would look like but provides flexibility to the BCC. If the County chooses to dispose of the building, the committee would like to ensure that the future use of the building or property adds to the vitality of the downtown core.

Additionally, the committee outlined several considerations that they thought were important to the disposition process, including the continued involvement of community stakeholders and the public, creating a process that considers the desire to preserve and enhance the economic vitality of the downtown Oregon City area, and continued public engagement to keep the community informed.

Recommendation

The Oregon City Main Street Courthouse Committee recommends that the Board of County Commissioners sell or transfer the courthouse to an entity that would fully contribute to the economic vitality of the downtown Oregon City area.

Considerations

The Oregon City Main Street Courthouse Committee respectfully adds the following further considerations to its recommendation to the Board of County Commissioners. As possible:

- Evaluate opportunities for continued public engagement and communication with stakeholders.
- Consider including criteria in the selection process that reflects the committee's desire to preserve and enhance the long-term economic vitality of the downtown Oregon City area.
- Encourage, where economically feasible, preservation or reuse of the facility's unique architectural features and assets.

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Policy Session Worksheet

Presentation Date: 12/18/2024

Approx. Start Time: 1:30 PM

Approx. Length: 30 mins

Presentation Title: Clackamas County Main Street Courthouse Request for Expressions of Interest

Department: County Administration

Presenters: Nancy Bush, County Operating Officer

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

Staff are seeking Board approval of the Request for Expressions of Interest and direction to move forward with the process.

EXECUTIVE SUMMARY:

The Board convened the Oregon City Main Street Courthouse Committee in October 2024 to recommend a course of action for the current County Courthouse, which is expected to vacated by August 2025 with the completion of the Replacement County Courthouse in May 2025. That advisory body recommended that the Board “sell or transfer the courthouse to an entity that would fully contribute to the economic vitality of the downtown Oregon City area.”

The Board accepted that recommendation in November 2024 and directed staff to develop a process in alignment with the recommendation. To ensure maximum flexibility in the way the Board moves forward, staff are proposing a Request for Expressions of Interest (RFEI). An RFEI provides a broad framework for submission of proposals that the County could review and shortlist one or more for further consideration. The flexible process that would allow for the creation of a selection advisory committee, if desired, meetings or interviews with respondents to further explore their proposals, and ultimately, selection of one or more proposals to begin negotiations or a further process if additional detail is required. Throughout the RFEI process, the County reserves the right to select an alternate proposer or terminate the process.

The enclosed RFEI provides some context on the County, Oregon City, the courthouse and its surroundings, and lays out in broad strokes the County’s vision for the future of the property. To ensure that proposals implement that vision, the RFEI outlines several areas of consideration that submitters should address in their proposals:

- The need for sufficient detail to outline how the proposal contributes to the economic vitality of the downtown Oregon City area and presents a compelling vision for the use of the property, with the understanding that these are concepts, not final engineered drawings
- The experience and ability of the proposer to move quickly to implement, including the ability to secure funding
- Preservation of the historical significance of the building, in consultation with the State Historic Preservation Office
- A preference for a standard purchase and sale transaction, with conditions of sale to be negotiated
- A preference for retention of the portion of the site known as Liberty Plaza, either through incorporation into the final transaction or through a lot line adjustment that would separate the plaza from the parcel

Staff would publish the RFEI on OregonBuys.gov, through the Business Tribune, and on the County website as soon as practical, and market the RFEI as opportunities present themselves. While not contractually obligated, it is hoped that the entities involved in the Oregon City Main Street Courthouse Committee and other community partners would endeavor to share the RFEI within their networks.

Proposals would be due February 28, 2025, with the intent to select a shortlist for further evaluation in March 2025 and ultimate selection of a proposer to begin final negotiations by April 2025. The intent is for staff to review the proposals and rank according to the criteria identified and seek Board direction on how to proceed based on the number and quality of proposals. This timeline may be modified based on the actual publication date and the number or quality of responses received.

FINANCIAL IMPLICATIONS (current year and ongoing):

Is this item in your current budget?

☐ YES

☐ NO N/A

What is the cost? \$0

What is the funding source? N/A

STRATEGIC PLAN ALIGNMENT:

- How does this item align with your Department's Strategic Business Plan goals?

The disposition of the current County Courthouse is part of the department's work toward completion of the Replacement County Courthouse on the Red Soils Campus.

- How does this item align with the County's Performance Clackamas goals?

The disposition of the current County Courthouse in a manner that contributes to the economic vitality of the downtown Oregon City area contributes to the Board's priorities of growing a vibrant economy and building a strong infrastructure. Additionally, prudent management of the County's assets contributes to building public trust through good government.

LEGAL/POLICY REQUIREMENTS:

The County owns the property outright and can dispose of it in accordance with Oregon law. Staff will work to ensure that the County is in compliance with relevant laws and regulations.

PUBLIC/GOVERNMENTAL PARTICIPATION:

The Oregon City Main Street Courthouse Committee had representatives from the Board of County Commissioners, the City of Oregon City Council and staff, the Downtown Oregon City Association, the Oregon City Business Alliance, the Oregon City Chamber of Commerce, and County staff.

County Counsel, Facilities Management, Procurement, and Economic Development staff have reviewed the RFEI. City of Oregon City staff were provided with an opportunity to submit feedback but did not do so.

A selection advisory committee will be formed to evaluate proposals. It is anticipated that County staff will continue to engage with local government entities, stakeholders, interested parties and the public as the process moves forward.

OPTIONS:

1. Approve the draft Request for Expressions of Interest as proposed and direct staff to move forward with the process.
2. Approve the draft Request for Expressions of Interest, as amended during this policy session, and direct staff to move forward with the process.
3. Direct staff to take no action.

RECOMMENDATION:

Staff respectfully recommend Option 1. Approve the draft Request for Expressions of Interest as proposed and direct staff to move forward with the process.

ATTACHMENTS:

Clackamas County Main Street Courthouse Request for Expressions of Interest

SUBMITTED BY:

Division Director/Head Approval _____

Department Director/Head Approval _____

County Administrator Approval _____

For information on this issue or copies of attachments, please contact Tony Mayernik @ 503-742-5920

Clackamas County Main Street Courthouse Property Disposition

REQUEST FOR EXPRESSIONS OF INTEREST for Real Estate Acquisition for Development Concepts

January 6, 2025



Responses received prior to January 6, 2025 will be included for initial consideration

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DRAFT

County Contact

For all questions related to this Request for Expressions of Interest (RFEI), please email: amayernik@clackamas.us with subject: Main Street Courthouse RFEI. No other forms of communication will be accepted.

1. Introduction & Overview

Introduction

Clackamas County is constructing a courthouse on the Red Soils Campus in Oregon City, which will be completed in May 2025, to replace the 87-year-old courthouse in downtown Oregon City. The County expects that the current courthouse, hereafter referred to as the Main Street Courthouse, will be vacated by August 2025. The County is issuing this request for Expressions of Interest (RFEI) to seek development concepts for the Main Street Courthouse from creative, experienced development teams.



Clackamas County & Oregon City Overview

Clackamas County is both a rural and suburban county located on the southeastern edge of Portland, Oregon. Clackamas County, in north central Oregon, is one of the four counties that make up the Portland, Oregon, metropolitan area. Its boundaries extend from the City of Portland to the Mt. Hood National Forest. It is bounded by Multnomah County to the north, Wasco County and Hood River counties to the east, Marion County, home of the State Capitol, to the south, and Yamhill and Washington counties to the west. Clackamas County is Oregon's third-most populous county with a population of approximately 425,000 people. The County spans nearly 1,900 square miles and is roughly equivalent to the size of the state of Delaware.

The eastern half of the County is primarily rural with its main industries in the forest products, agricultural, and tourism sectors. The western side of the County is within the regional urban growth boundary (UGB) and is largely suburban, with industrial and light commercial transit and commerce corridors.

Oregon City, the County seat, established by the Hudson's Bay Company in 1829, was incorporated in 1844 as the first city in the United States west of the Rocky Mountains. Oregon City serves as a hub in the Portland Metro area, with the City's core having a vibrant mix of small-scale shops, restaurants, and culture amenities. As of the 2020 census, Oregon City has a population of 37,572.

Main Street Courthouse Overview

The Main Street Courthouse, located at 807 Main Street, comprises a 0.94-acre parcel (Site) zoned Mixed-Use Downtown (MUD). The Site encompasses over 2/3 of a city block and is a high-profile location in the core of downtown Oregon City. The current building was constructed in 1935-1937 to replace an 1884 courthouse that was razed after being deemed unsafe. Designed by F. Marion Stokes, the building was constructed as part of the Works Progress Administration program under contractor Glen Hord.

Three stories tall with a full basement that serves as a ground floor, the building is situated at the corner of 8th Street and Main Street in Oregon City, with McLoughlin Boulevard on the northwestern side. An ADA-accessible entrance serves the southeastern side of the building, with additional entrances on 8th Street and from the parking lot off 9th Street.

Considered historically significant by the State Historic Preservation Office (SHPO), the Main Street Courthouse is a typical Art Deco style with Egyptian Revival overtones, constructed of reinforced concrete with a masonry façade, decorative elements, and double-hung windows covering all four major faces of the structure. In addition to renovations since the building's original construction as occupancy of the building has changed, an addition constructed in 2012 maintains architectural consistency with the original building, allowing for differences due to the purpose of the addition as a receiving and secure custody area for inmates awaiting trial and additional trial court space on the third floor. Submittals should contemplate the requirement under Oregon law to preserve the historical significance of the Main Street Courthouse building in consultation with SHPO.

A portion of the Site, known as Liberty Plaza, was consolidated into the current parcel in 2012 after the demolition of the Liberty Theater and construction of the plaza in 2004. Submittals should contemplate preserving the existing open space on the Site known as Liberty Plaza, either as part of the final project, or through a lot line adjustment to separate the two portions, but the County will consider alternative proposals. Final disposition of the Liberty Plaza space is expected to be a discussion item in any negotiations. Lot line adjustments would be subject to the final approval of the City of Oregon City. Additionally, there is a reciprocal access easement on a portion of the property in the northeastern corner that serves as ingress and egress for an adjoining tax lot on the same block.

Adjoining and other Relevant Properties

Clackamas County owns the Ralph M. Holman Law Center, or the Holman Building, on the eastern corner of the block, at 821 Main Street, which currently hosts the county's Law Library and jury lounge. The Law Library and jury lounge will be relocated when the Red Soils Courthouse opens in May 2025, and it is expected that other County functions will move into this building. A privately-owned commercial building, currently operating as a restaurant with indoor and outdoor seating, occupies the northern corner of the block at 102 9th Street. An existing reciprocal access easement serves this commercial building, the Main Street Courthouse, and the Holman Building.

McLoughlin Boulevard, also known as Oregon Highway 99E, serves as the northern boundary of the block. The Willamette River sits immediately north of McLoughlin Boulevard and no significant property interests exist at this point in the river. On the 5 adjoining city blocks there are a number of privately-owned commercial spaces offering a wide variety of services, including a behavioral health center, commercial office spaces, retail storefronts, and a mix of dining establishments.

Solicitation Overview

The County envisions private or public sector redevelopment to accomplish the goal of disposing of the Main Street Courthouse to a proposer that would contribute to the economic vitality of the downtown Oregon City area. This RFEI is intended to be flexible and invites concept renderings and sufficient detail to demonstrate a compelling vision for the Site from parties that demonstrate the capacity and experience to deliver that vision. It is not expected that submitters will provide final engineering drawings or designs.

The County is open to a broad range of proposals, and notes that the MUD zoning provides a wide range of possible uses, including mixed-use development, multi-family housing, retail and commercial spaces, temporary lodgings such as a hotel, or an event center. Submittals may contemplate reuse of the existing building, renovation of the existing building, demolition and construction of a new building, or any combination thereof.

The County will consider submittals that contemplate a standard purchase and sale to a public or private entity, including conditions of sale to be negotiated, as well as other alternative disposition proposals. Any disposal of County real property will be in compliance with applicable law including, but not limited to, ORS Chapter 271. In addition, the property will be conveyed as-is, with no representations or warranties, express or implied, made by County regarding the condition of the property or its fitness for any particular use, and will be conveyed via a quit claim deed. Proposers will be solely responsible for performing any and all due diligence and inspections associated with the property including, but not limited to, tests, borings, surveys, studies, inspections, investigations, tests for soils, geologic hazards, utility lines and systems and environmental hazards. Depending on the selected proposal the County may require additional restrictions on use of the property including, but not limited to, deed restrictions or restrictive covenants to ensure eligible use following disposition.

Without offering an assurance of direct investment, the County is prepared to assist the selected development team with securing funding to implement their proposal, which may include assistance with pre-development work. Additionally, the County is prepared to contemplate assistance with community engagement and necessary land use processes to implement the proposal.

Ultimately, the County seeks a qualified, professional development team demonstrating capacity in staffing, knowledge, and experience to deliver a project best fulfilling the County's goals as expressed in the selection criteria below. This RFEI sets forth the County's intentions for this project, including the selection criteria, selection process, and other information and requirements. Once it has selected a preferred team, the County intends to enter into exclusive negotiations with that team with the intent to initiate Site development as early as Summer 2025.

Creative & Innovative Concepts Encouraged

The County has proposed a structure for the acquisition of the property identified in this solicitation but is open to alternatively structured acquisitions insofar as the structure aligns with the County's goals. Respondents can propose alternative structures and are encouraged to pursue creative and innovative concepts that incorporate other sources of funding. Should the proposer suggest alternative acquisition programs or structures, a preference will be placed on the ability to secure such financing quickly. The ability to close the transaction(s) in a timely fashion is a critical component of the selection.

In October 2024, the Board of County Commissioners convened an advisory group to evaluate the current condition of the Main Street Courthouse and make a recommendation to the Board on the disposition of the current courthouse following the May 2025 completion of the Replacement County Courthouse under construction on the Red Soils Campus.

That advisory group recommended that the Board of County Commissioners sell or transfer the courthouse to an entity that would fully contribute to the economic vitality of the downtown Oregon City area. In addition, the advisory group outlined three considerations for the Board in determining how to proceed with disposition:

- Evaluate opportunities for continued public engagement and communication with stakeholders.
- Consider including criteria in the selection process that reflects the committee's desire to preserve and enhance the long-term economic vitality of the downtown Oregon City area.
- Encourage, where economically feasible, preservation or reuse of the facility's unique architectural features and assets.

Intentional Simplicity & Flexibility

This RFEI is intended to be simple and to provide flexibility for the County and respondents to work through key details as part of exclusive negotiations. This solicitation does not require a complex or expensive response on the part of prospective respondents. The County is looking for creative responses that detail the respondent's ability to successfully acquire the property and implement a proposal that fully contributes to the economic vitality of the downtown Oregon City area.

Submittal and Review Process Overview

The County has identified criteria it will consider when evaluating responses to this RFEI. Those criteria include each proposal's responsiveness to the objectives set forth in Section 3.

The deadline for submittals is **February 27, 2025 at 6:00 PM (PST)**. The County will enter into exclusive negotiations with successful respondents following the deadline.

Address RFEI responses and questions to: amayernik@clackamas.us with subject: Main Street Courthouse RFEI.

The County reserves the right to cancel or postpone this RFEI at any time and for any reason.

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2. Offering Overview

Zoning

The parcel is zoned as Mixed-Use Downtown by the City of Oregon City. Complete details can be found in the Oregon City Municipal Code Chapter 17.34. The zoning contemplates "...high-volume establishments constructed at the human scale such as retail, service, office, multi-family residential, lodging or similar as defined by the community development director. A mix of high-density residential, office and retail uses are encouraged in this district, with retail and service uses on the ground floor and office and residential uses on the upper floors. The emphasis is on those uses that encourage pedestrian and transit use. This district includes a downtown design district overlay for the historic downtown area. Retail and service uses on the ground floor and office and residential uses on the upper floors are encouraged in this district. The design standards for this sub-district require a continuous storefront façade featuring streetscape amenities to enhance the active and attractive pedestrian environment." Oregon City Municipal Code 17.34.010.

Proposers should consult with the City of Oregon City on any zoning or development standards questions, as the County is not the planning jurisdiction for this parcel.

Relevant Plans and Studies

OC2040 Oregon City Comprehensive Plan

The City of Oregon City adopted OC2040 in 2022 as its blueprint for the future, a policy document that will guide growth, development, and public investment over the next 20 years. The Comprehensive Plan serves as the basis for Oregon City's land use planning process, and submittals should be in alignment with this document and other land use regulations.

Downtown Community Plan

The Downtown Community Plan was adopted in 1999 by the City of Oregon City and serves as a guiding document for efforts to redevelop the downtown core. The Downtown Community Plan addresses the entire Two Rivers Neighborhood Association, which extends along the Willamette River from Willamette Falls to the mouth of the Clackamas River and eastward along the Clackamas River to the I-205 crossing. Recommendations from the Downtown Community Plan are incorporated into the OC2040 Comprehensive Plan.

2021 Housing Needs Analysis

The City of Oregon City completed a Housing Needs Analysis in 2021, which projected a growth of 7,435 new dwelling units over the next 20 years. The Housing Needs Analysis identified a lack of housing, including a mix of single-family detached, single-family attached, duplexes/triplexes/quadplexes, and multifamily units. Findings and recommendations from the Housing Needs Analysis are incorporated into the OC2040 Comprehensive Plan.

2013 Transportation System Plan

The City of Oregon City completed a Transportation System Plan in 2013, which identified the needs of the City's transportation network, including multimodal transportation improvements. Findings and recommendations from the Transportation System Plan are incorporated into the OC2040 Comprehensive Plan.

Oregon Inventory of Historic Properties

The State Historic Preservation Office has surveyed the Main Street Courthouse twice, once in May 2000 and again in July 2020. The surveys detail the historic significance of the property, including the manner and method of construction and any alterations.

2023 Oregon City Urban Renewal Plan

The Main Street Courthouse lies within the City of Oregon City's Downtown/North End Urban Renewal Area and has been identified by the Urban Renewal Agency as a "project of interest" for future Urban Renewal dollars. Submitters should consult with the Oregon City Renewal Agency on potential opportunities that this may present.

Vertical Housing Development Zone

The Main Street Courthouse lies within the City of Oregon City's Vertical Housing Development Zone. The Vertical Housing Development Zone program provides qualified development projects a 10-year property tax exemption on the value of new construction or rehabilitation for 20 percent per residential floor above a commercial ground floor with total exemption limited to no more than 80 percent. Submitters should consult with the City of Oregon City on questions regarding the zone.

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3. Selection Criteria & Process

Selection Criteria

The following are the criteria that the County will use in evaluating responses to this RFEI. Note that depending on the nature of any particular proposal, not all of these criteria may apply.

- Financial capacity to acquire the property and implement the proposal.
- Agency and management experience delivering similar proposals.
- The proposal's contribution to the economic vitality of the downtown Oregon City area.
- Preservation of the historical significance of the building and its environs.
- Retention of the portion of the site known as Liberty Plaza.
- Project timelines and anticipated opening date, with priority given to proposers that will move quickly.

Post-Selection Process

Upon selection, the County will enter into exclusive negotiations with the selected respondent(s) to negotiate the terms of the transaction. During this period, the County will work with the selected respondent(s) on the proposed program, deal structure, financing, and other components may be modified as a more defined proposal is developed. The County may, at any time, and in its sole discretion, cease negotiations with the selected respondent or respondents.

During this post-selection, but pre-sale phase, the County may negotiate a Memorandum of Understanding (MOU), term sheet, or other agreement with the selected respondent(s), setting forth in non-binding terms the financial, programmatic, and other general aspects of the sale. This agreement will also serve as the basis for the negotiation and execution of a subsequent binding document(s), including a purchase and sale agreement. The final, binding document(s) will govern the final disposition of the property, setting forth the terms of the transaction.

The agreement may include provisions reserving to the County the right to terminate negotiations with the selected respondent(s), if the County, in its sole discretion, determines that negotiations during the pre-sale phase are not progressing in a satisfactory and/or timely manner.

All final binding document(s) are subject to approval by the Clackamas County Board of Commissioners.

Anticipated Schedule

<u>January 6, 2025</u>	Issuance of RFEI
<u>January 30, 2025</u>	Deadline to request clarifications to RFEI
<u>February 10, 2025</u>	County responses to requests for RFEI clarifications posted on website
<u>February 27, 2025 at 6:00 pm (PST)</u>	Deadline for RFEI submissions (see Section 1)
<u>March 13, 2025 (tentative)</u>	County completes preliminary evaluation of submissions; decision regarding next steps (short list interviews, etc.)
<u>March 27, 2025 (tentative)</u>	Preliminary selection of respondent(s), pending further negotiations

4. Submission Format & Content

Preferred Format

Responses of 10 pages or less are preferred, not including letters of reference, samples, financial information, or other supporting documents. Proposals are to be submitted electronically. Hard copies will not be accepted.

Recommended Content

1. Cover Letter

- a. Briefly introduce the organization and describe its interest in the property.
- b. Summarize the proposed development, management experience, and acquisition overview.

2. Proposal

- a. Concept for ownership and operations of the Site, including the desired financing structure for acquisition.
- b. Estimated time frame to carry out the proposed acquisition and redevelopment.
- c. Description of how proposal aligns with County goals.

3. Organization and Management Team

- a. Identify organization and management members and roles and describe qualifications.
- b. Describe the organizations experience in the ownership and management of similar high-quality, successful projects.

4. Financial Capacity

- a. Explain the organization's financial capacity to undertake the acquisition and provide operating funding, including other funding sources available (such as rental agreements), and other financial requirements that may be a condition of the financing.

Note: the County will work with agencies to determine appropriate representations and warranties or any other guarantees for the project.

5. Letters of Reference & Project Examples

- a. Respondents may submit up to four letters of reference.
- b. Respondents are encouraged to include samples of other project examples.
- c. These pages will not be counted against the suggested 10-page response limit.

5. General Conditions

1. The County reserves the right, in its sole discretion, to accept any response or to reject any or all responses to this RFEI.
2. The County reserves the right, in its sole discretion, to modify the selection process or other aspects of this RFEI, including canceling the RFEI at any time. The County will take reasonable steps to ensure that any modification or clarification to the RFEI are distributed in writing to all persons who have requested a copy of the RFEI.
3. The County reserves the right to request additional information following review of the initial RFEI response submission. In addition, the County may retain one or more consultants to assist in the evaluation of submissions.
4. In the interest of a fair and equitable selection process, the County reserves the right to determine the timing, arrangement, and method of any presentation throughout the selection process. Respondents are cautioned not to undertake any activities or actions to promote or advertise their proposals except during authorized presentations. However, respondents or their representatives are not permitted to make any direct or indirect (through others) contact with members of the Clackamas County Board of Commissioners, County, or Selection Advisory Committee (if established), concerning their proposals, except in the course of County-sponsored presentations. Violation of these conditions is grounds for disqualification of the respondent(s).
5. All submissions shall become the sole and exclusive property of the County. Respondent(s) shall not copyright, or cause to be copyrighted, any portion of their submission. Any proprietary financial information or other information which respondents identify as such will be maintained as confidential to the extent permitted under public records law. Submissions or information that respondents would like to remain confidential must be marked confidential.
6. The County makes no representations as to whether or not a project to be developed as a result of this RFEI, or any possible participation therein, is a "public improvement" project and as such is subject to the prevailing wage requirements of the Oregon Bureau of Labor and Industry.
7. Media releases or media contacts by the selected respondents pertaining to its selection will require prior written approval of the County.
8. The County permits the participation of real estate brokers acting on behalf of and with the authorization of respondents, provided that the broker arranges for the payment of its commission or other compensation exclusively by the respondent.
9. The County reserves the right to verify and investigate the qualifications and financial capacity of respondents.
10. Respondent costs of developing a proposal or any subsequent request for information, costs of attendance at an interview (if requested by the County), or any other costs incurred as a result of this RFEI are entirely the responsibility of the respondent, and will not be reimbursed in any manner by the County.
11. By submitting a proposal, respondent certifies the following:
 - i. **OREGON TAX LAWS:** Respondent certifies that, to the best of the undersigned's knowledge, respondent is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318.
 - ii. **NON-DISCRIMINATION:** Respondent certifies that it has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has respondent or will respondent discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

- iii. **CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County or the County is personally interested, directly or indirectly, in any resulting contract from this RFEI, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, the County, their elected officials, officers, agents, or employees had induced respondent to submit a proposal. In addition, the undersigned hereby certifies that any proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

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6. Exhibits: Background Documents

1. Clackamas County Courthouse CBRE Appraisal Report, December 2022
2. MEP Building Assessment, October 2015
3. Report of Geotechnical Engineering Services, October 2015
4. Seismic Evaluation Report, October 2015

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CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** February 5, 2025
From: Jakob Wiley, City Recorder

SUBJECT:

Item a. - Update on Planning Commission Applications and Interview Process Discussion

STAFF RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

N/A

BACKGROUND:

The City Commission's current Rules of Procedure describe the process for interviewing and selecting Planning Commissioners. Two current Planning Commissioners, Bob La Salle and Daphne Wuest, are serving past their term end date of 12/31/2024 pending the selection of their replacement.

The City Commission conducted interviews for Linda Taylor (did not appear), Bob La Salle, Rachel Rawson, and Sheri Weber on 12/4/2024.

After the last round of interviews, the City Commission asked staff to reopen the application to seek more candidates. Since then, we have received 9 more applications from Travis Hollingsworth, Mark Schweizer, Lane Elmer, Rick Peterson, Carol Dumond, Michael Dunbar, Victoria Meining, Robert Green, and Clay Edwards.

Because staff expects the interviews to take several hours, staff has been seeking a date to hold a special interview meeting. However, no dates have been found that all City Commissioners can attend.

OPTIONS:

1. Continue attempting to find a date for conducting interviews.
2. Eliminate some applications now prior to scheduling interviews.
3. Select two City Commissioners to conduct the interviews and provide a report/recommendation to the whole City Commission at a public meeting.

BUDGET IMPACT:

N/A

Sheri Weber

Oregon City, OR | Generated 9/24/2024 @ 7:38 pm by OnBoardGOV - Powered by ClerkBase

Status		Board (Rank)	Vacancies	Status
Name	Sheri Weber	Planning Commission (0)	0	Pending
Application Date	9/24/2024	Budget Committee (1)	1	Pending
Expiration Date	9/24/2025			
Status	Received			

Basic Information	Contact Information	Occupation
Name Sheri Weber	Address [REDACTED] [REDACTED] Yes, I am a resident Yes Email [REDACTED] Cell Phone [REDACTED]	Employer Weber Insurance Inc Job Title Sales Director/Owner

How long have you lived in Oregon City?
27 years

Describe relevant work experience that may relate to the board or committee you are applying for.
Have served on boards and committees

Please list out any High School, Secondary Education, Trainings, and Colleges, along with years completed. Also list degrees and certifications.
High School 1981, some college

Describe volunteer activity within this or other communities
Volunteer on insurance association committees, ad hoc volunteer for providing meals and services for people in need

Do you presently serve on a City board or committee?
No

Explain your interest in this board/committee and why you think its issues are important
Desire to be more involved with my community

List any relevant experiences, skills, or interests that have helped to prepare you for a position on this board or committee
Previous board experience with budget preparation and management, association planning experience

In which neighborhood of Oregon City do you live?
Hazel Grove

I certify that the information I am submitting is true. If residency is a requirement of holding this position, I certify that I am an Oregon City resident and will comply with requests for additional proof of residency if requested. I consent to allow the information contained in this application to be released to the general public upon request, including my email address and phone number.
Yes

Generated 9/24/2024 @ 7:38 pm

Clay Edwards

Oregon City, OR | Generated 1/17/2025 @ 5:02 pm by OnBoardGOV - Powered by ClerkBase

Status		Board	Vacancies	Status	Actions
Name	Clay Edwards	Planning Commission	2	Pending	☐

Application Date 1/17/2025
Expiration Date 1/17/2026
Status Received

Basic Information

Name
Clay Edwards

Contact Information

Address
[REDACTED]
[REDACTED]
Yes, I am a resident
Yes
Email
[REDACTED]
Phone
[REDACTED]

Occupation

Employer
Self
Job Title
Real Estate Appraiser

How long have you lived in Oregon City?
10

Describe relevant work experience that may relate to the board or committee you are applying for.
I commonly review zoning code and comprehensive plans for compliance in my profession. I also commonly do highest and best use analysis' for development projects and subdivision claims.

Please list out any High School, Secondary Education, Trainings, and Colleges, along with years completed. Also list degrees and certifications.
High School Diploma, Bachelors Degree in Geography, Graduate Certificate

Describe volunteer activity within this or other communities
I coached high school basketball for three years in Colton, Oregon

Do you presently serve on a City board or committee?
No

Explain your interest in this board/committee and why you think its issues are important
I would like to serve the people of Oregon City, foremost. Also I think urban and city planning are paramount to how we want to make our city look in the future ensuring equitable access to growth and prosperity to all its inhabitants.

List any relevant experiences, skills, or interests that have helped to prepare you for a position on this board or committee
I am a certified real estate appraiser, I have a bachelors degree with much course work in city planning.

In which neighborhood of Oregon City do you live?
McLoughlin

I certify that the information I am submitting is true. If residency is a requirement of holding this position, I certify that I am an Oregon City resident and will comply with requests for additonal proof of residency if requested. I consent to allow the information contained in this application to be released to the general public upon request, including my email address and phone number.
Yes

Generated 1/17/2025 @ 5:02 pm

Clay Edwards

Residential Appraiser: Certified Residential

Appraising Since 2015

Oregon State Certified Residential Appraiser #CR01257, FHA approved

Oregon City, OR 97045

EDUCATION

Oregon State University – B.S. 2014 – Geography and Geographic Information Science

Portland State University – MSRE 2025 – in progress

EXPERIENCE:

Residential Real Property Appraiser 08/2019-Present

Scientific Valuation Inc

Residential Real Property Appraiser: 07/2018 – 08/2019

First American Staff Appraisals

Residential Real Property Trainee Appraiser: 06/2015– 7/2018

Forsythe Appraisals, LLC – Portland, OR

AREAS OF EXPERTISE

Single Family

Complex / Jumbo

Waterfront/View/Outbuilding

Manufactured Homes / Mobile Homes

Rural / Acreage

FHA / USDA

Accessory Dwelling Units (ADU)

COVERAGE AREAS/GEOGRAPHIC COMPETENCY

Portland Metro

Central Oregon

Willamette Valley

Oregon Coast

SPECIALIZED EDUCATION:

Community Land Trust (CLT) Appraisal Training 09/2023

2022-2023 7-Hour Equivalent USPAP Update Course 09/2023

Non-Lending Appraisal Assignments 09/2023

Appraisal Institute - Business Practices and Ethics 09/2023

Appraiser Liability and Risk Management 09/2023

2020-2021 7-hour National USPAP Update Course 09/2021

Appraisal Adjustments II: Solving Complex Problems - Richard Hagar 09/2021

How to Support and Prove Your Adjustments – Richard Hagar 09/2021

FHA Appraisal Standards 09/2021

How-To Raise Appraisal Quality and Minimize Risk – Tim Anderson 08/2019

Stats Graphs and Data Science – George Dell 02/2019

Residential Report Writing and Case Studies 01//2018

Residential Appraiser Site Valuation and Cost Approach 01/2018

Advanced Residential Applications and Case Studies 01/2018

Residential Market Analysis and Highest and Best Use 01/2018

Statistics Modeling and Finance 12/2017

Residential Sales Comparison and Income Approaches 12/2017

Comparative Analysis 11/2016

Basic Appraisal Procedures 07/2015

2014-2015 15-hour National USPAP Equivalent Course 07/2015

Basic Appraisal Principles 05/2015

PROFESSIONAL MEMBERSHIPS

Member - National Association of Realtors - East Metro Association of Realtors - Central Oregon Association of Realtors - Mid-Valley Association of Realtors - Lincoln County Association of Realtors

Practicing Affiliate - Appraisal Institute

REFERENCES

Jeff Johnson - Appraiser - Former manager [REDACTED]

Aaron Becker - Appraiser - Former supervisor [REDACTED]

Tom Hughes - Appraiser - Former coworker [REDACTED]

Mr Robert David Green

Oregon City, OR | Generated 1/16/2025 @ 1:44 pm by OnBoardGOV - Powered by ClerkBase

Status		Board	Vacancies	Status	Actions
Name	Mr Robert David Green	Planning Commission	2	Pending	☐
Application Date	1/16/2025				
Expiration Date	1/16/2026				
Status	Received				

Basic Information	Contact Information	Occupation
Name	Address	Employer
Mr Robert David Green		Retired
	Yes, I am a resident	Job Title
	Yes	Retired general contractor
	Email	
	Cell Phone	

How long have you lived in Oregon City?
3 years

Describe relevant work experience that may relate to the board or committee you are applying for.
47 years as licensed active general contractor

Please list out any High School, Secondary Education, Trainings, and Colleges, along with years completed. Also list degrees and certifications.
12 years public education 1969

Describe volunteer activity within this or other communities
HRB, CNA steering commit, Canemah Historic Cemetery board, meals on wheels driver, Village at the Falls volunteer, Apostolic Faith Church teaching, music, maintenance, East Co Community Orch member

Do you presently serve on a City board or committee?
If yes, which boards:, HRB

Explain your interest in this board/committee and why you think its issues are important
With increasing challenges in maintaining affordability in housing and an attractive commercial environment thoughtful application and evaluation of planning practices will become increasingly important. I have time, interest and willingness to participate if I can be helpful in that effort.

List any relevant experiences, skills, or interests that have helped to prepare you for a position on this board or committee
My years in the construction industry in new home and light commercial construction and remodeling frequently exposed me to interactions with planning dept staff and regulations in a variety of communities.

In which neighborhood of Oregon City do you live?
Canemah

I certify that the information I am submitting is true. If residency is a requirement of holding this position, I certify that I am an Oregon City resident and will comply with requests for additonal proof of residency if requested. I consent to allow the information contained in this application to be released to the general public upon request, including my email address and phone number.
Yes

Victoria Meinig

Oregon City, OR | Generated 1/6/2025 @ 4:15 pm by OnBoardGOV - Powered by ClerkBase

Status

Name Victoria Meinig
Application Date 1/3/2025
Expiration Date 1/3/2026
Status Received

Board	Vacancies	Status	Actions
Planning Commission	2	Pending	☐

Basic Information

Name
Victoria Meinig

Contact Information

Address
[REDACTED]
[REDACTED]
Yes, I am a resident
Yes
Email
[REDACTED]
Phone
[REDACTED]
Cell Phone
[REDACTED]

Occupation

Employer
South Clackamas Business Recovery Center
Job Title
Economic Development Officer

How long have you lived in Oregon City?
8 years

Describe relevant work experience that may relate to the board or committee you are applying for.
I recently completed my Oregon Certificate in Economic Development. I am active in our community and have 20-plus years of experience working on and with boards.

Please list out any High School, Secondary Education, Trainings, and Colleges, along with years completed. Also list degrees and certifications.
Certificate in Project Management and in Economic Development

Describe volunteer activity within this or other communities
Board Chair/Co-Treasurer/Board Member, Downtown Oregon City Association (2020 to Present) Member/Liaison, Oregon City Schools Foundation (2023 to Present) Treasurer/Board Member, Willamette Falls & Landing Heritage Area Coalition (2021 to 2024) Member, Oregon City Optimists – Oregon City, OR (2019 – 2023)

Do you presently serve on a City board or committee?
No

Explain your interest in this board/committee and why you think its issues are important
I am particularly drawn to the Planning Commission’s responsibility for developing and reviewing the city’s comprehensive plan. This long-range vision serves as a blueprint for growth and development, ensuring that our city can meet current needs while preparing for the future. Additionally, the commission’s work in evaluating zoning changes and major projects before they reach the City Council ensures that decisions are made carefully considering their impact on the community.

List any relevant experiences, skills, or interests that have helped to prepare you for a position on this board or committee
Economic Development | Business Development | Community Relations | Program Management | Strategic Partnerships | Government Affairs | Stakeholder Relations

In which neighborhood of Oregon City do you live?
Park Place

I certify that the information I am submitting is true. If residency is a requirement of holding this position, I certify that I am an Oregon City resident and will comply with requests for additional proof of residency if requested. I consent to allow the information contained in this application to be released to the general public upon request, including my email address and phone number.
Yes

Generated 1/6/2025 @ 4:15 pm

Michael Nelson Dunbar

Oregon City, OR | Generated 1/29/2025 @ 5:37 pm by OnBoardGOV - Powered by ClerkBase

Status

Name	Michael Nelson Dunbar
Application Date	12/19/2024
Expiration Date	12/19/2025
Board Member	Michael Nelson Dunbar
Status	Validated

Board (Rank)	Vacancies	Status	Actions
Enhancement Grant Program Committee (0)	3	Pending	☐
Planning Commission (1)	2	Pending	☐
Natural Resources Committee (2)	2	Pending	☐
Parks and Recreation Advisory Committee (3)	5	Pending	☐
Budget Committee (4)	3	Pending	☐
Urban Renewal Budget Committee (5)	5	Pending	☐
Transportation Advisory Committee (6)	3	Pending	☐

Basic Information

Name	Michael Nelson Dunbar
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Contact Information

Address	[REDACTED]
	Oregon city, OR 97045
Yes, I am a resident	Yes
Email	[REDACTED]
Cell Phone	[REDACTED]

Occupation

Employer	PCC Structurals
Job Title	NDT Engineering/Inspection

How long have you lived in Oregon City?
12 years

Describe relevant work experience that may relate to the board or committee you are applying for.
Various committees at work

Please list out any High School, Secondary Education, Trainings, and Colleges, along with years completed. Also list degrees and certifications.
South Salem High School '83 Radiographic Technology US ARMY '86

Describe volunteer activity within this or other communities
Junior Bowling coach, Milwaukie Bowl

Do you presently serve on a City board or committee?
No

Explain your interest in this board/committee and why you think its issues are important
Local professional citizen wishing to provide input on local issues. Excited about Willamette Falls project along with my son who currently works in EPA and can possibly be of help over in DC.

List any relevant experiences, skills, or interests that have helped to prepare you for a position on this board or committee
Healthy mix of optimistic pragmatism with emphasis on compromise to achieve well-defined goals.

In which neighborhood of Oregon City do you live?
Tower Vista

I certify that the information I am submitting is true. If residency is a requirement of holding this position, I certify that I am an Oregon City resident and will comply with requests for additonal proof of residency if requested. I consent to allow the information contained in this application to be released to the general public upon request, including my email address and phone number.
Yes

Generated 1/29/2025 @ 5:37 pm

Ms. Carol Ann Dumond

Oregon City, OR | Generated 12/16/2024 @ 1:53 pm by OnBoardGOV - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Ms. Carol Ann Dumond	Planning Commission	0	Pending
Application Date	12/16/2024			
Expiration Date	12/16/2025			
Status	Received			

Basic Information	Contact Information	Occupation
Name Ms. Carol Ann Dumond	Address [REDACTED] [REDACTED] Yes, I am a resident Yes Email [REDACTED] Phone [REDACTED] Cell Phone [REDACTED]	Employer Legal Division, California Public Utilities Commission (retired) Job Title Attorney

How long have you lived in Oregon City?
Since March 19, 2019

Describe relevant work experience that may relate to the board or committee you are applying for.
Some exposure to land use issues while at CPUC

Please list out any High School, Secondary Education, Trainings, and Colleges, along with years completed. Also list degrees and certifications.
Pomona Catholic Girls' High School (grad. 1966); Mt. San Antonio Community College, music major, 1966 – 1968; Stanford Law School, J.D., 1983. .

Describe volunteer activity within this or other communities
I have always performed as a volunteer in musical organizations for the past 53 years. Since moving to Oregon in 2006, I have played as a volunteer with a number of orchestras, and currently am volunteering as a violist, arranger, and composer with Tualatin Valley Symphony and Willamette Falls Symphony Orchestra; I am also chair of the board of directors of the latter.

Do you presently serve on a City board or committee?
No

Explain your interest in this board/committee and why you think its issues are important
I would like to see the city develop in ways that are conducive to better living conditions for its residents, especially with respect to the more vulnerable: BIPOC communities, the poor, and children.

List any relevant experiences, skills, or interests that have helped to prepare you for a position on this board or committee
At the CPUC I often encountered (though I did not decide) land use issues, especially with respect to eminent domain and the land rights of indigenous people. I have no actual training in this area, just an ability to learn and a desire to be part of my new community.

In which neighborhood of Oregon City do you live?
Park Place

I certify that the information I am submitting is true. If residency is a requirement of holding this position, I certify that I am an Oregon City resident and will comply with requests for additional proof of residency if requested. I consent to allow the information contained in this application to be released to the general public upon request, including my email address and phone number.
Yes

[REDACTED]
[REDACTED]
[REDACTED]

Carol Dumond
Attorney (ret.)

Objective: I have played with Oregon City's resident symphony orchestra (Willamette Falls Symphony) since January, 2007 and have lived in Oregon City since March, 2019. Now that I've settled into the community and the disruption of Covid is over, I want to become more civically involved.

Current employment: I am retired from paid work, but am currently volunteering as a violist in the Willamette Falls Symphony, and have served on its board as a member at large and now as chair of the board of directors. My duties are to write the board meeting agendas, conduct the meetings, maintain relationships with donors, and to assist in fundraising and in the planning and execution of the orchestra's special projects.

Employment history:

1985 – 2004: Attorney, California Public Utilities Commission, San Francisco. In this job I worked eight years as advisory and appellate counsel, in which I advised the Commission on legal questions and represented it before the California and United States Supreme Courts. Following that, I worked twelve years as an enforcement attorney, managing cases and staff, including engineers, accountants, economists, and investigators, before the Commission and occasionally in civil court.

1984 – 1985: Staff attorney, John Carl Warnecke (Architect), San Francisco. I advised management on legal and liability questions.

1983 – 1984: Associate attorney, Severson, Werson, Burke & Melchior, San Francisco. Assisted lead attorneys in cases involving insurance defense.

1971 – 1980: Announcer/engineer, KQED-FM, San Francisco. Office Manager, Richard E. Neuman, Inheritance Tax Appraiser. Assistant to the Business Manager, Foote, Cone, & Belding Advertising, Los Angeles. Various other clerical positions.

1971 – present: At all times since acquiring a music degree, I have participated in performing groups, including conducting the choir at Compton First Christian Church (Compton, California; paid), the Pacifica Singers (Los Angeles), the Pacific Mozart Ensemble (San Francisco), the San Francisco Community Orchestra, the Portland University Orchestra, the Portland Recorder Orchestra (founding member); the Recorder Orchestra of Oregon (founding member), the Starlight Symphony/Tualatin Valley Symphony, and the Willamette Falls Symphony.

Education:

Stanford Law School, J.D., 1983.

University of Southern California, BA (Music), 1971.

Mt. San Antonio Community College, music major, 1966 – 1968.

Hobby Farmer near town Rick Peterson

Oregon City, OR | Generated 1/29/2025 @ 5:33 pm by OnBoardGOV - Powered by ClerkBase

Status		Board	Vacancies	Status	Actions
Name	Hobby Farmer near town Rick Peterson	Planning Commission	2	Pending	☐

Application Date 12/13/2024
Expiration Date 12/13/2025
Status Received

Basic Information

Name
Hobby Farmer near town Rick Peterson

Contact Information

Address
[REDACTED]
Oregon City, OR 97045-9707
Recorder's note: outside City limits
Yes, I am a resident
Yes
Email
[REDACTED]
Phone
[REDACTED]
Cell Phone
[REDACTED]

Occupation

Employer
Self Employed
Job Title
Owner

How long have you lived in Oregon City?
12 years

Describe relevant work experience that may relate to the board or committee you are applying for.
I have been in a sales and growers relations role in the hazelnut industry for 13 years

Please list out any High School, Secondary Education, Trainings, and Colleges, along with years completed. Also list degrees and certifications.
UW Eau Claire 4yr degree in Marketing

Describe volunteer activity within this or other communities
I have been on marketing boards for the hazelnut industry.

Do you presently serve on a City board or committee?
No

Explain your interest in this board/committee and why you think its issues are important
I want to help shape how Oregon City grows and betters for the future

List any relevant experiences, skills, or interests that have helped to prepare you for a position on this board or committee
I have been in many sales roles for over 30 years and understands all sides have valid ideas and finding a balance is the only long lasting solution.

In which neighborhood of Oregon City do you live?
Westling

I certify that the information I am submitting is true. If residency is a requirement of holding this position, I certify that I am an Oregon City resident and will comply with requests for additonal proof of residency if requested. I consent to allow the information contained in this application to be released to the general public upon request, including my email address and phone number.
Yes

Generated 1/29/2025 @ 5:33 pm

Lane Elmer

Oregon City, OR | Generated 12/13/2024 @ 4:18 pm by OnBoardGOV - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Lane Elmer	Planning Commission	0	Pending
Application Date	12/13/2024			
Expiration Date	12/13/2025			
Status	Received			

Basic Information	Contact Information	Occupation
Name Lane Elmer	Address [REDACTED] [REDACTED] Yes, I am a resident Yes Email [REDACTED] Phone [REDACTED] Cell Phone [REDACTED] Business Phone [REDACTED]	Employer Self employed Job Title Real estate broker

How long have you lived in Oregon City?
6 years

Please list out any High School, Secondary Education, Trainings, and Colleges, along with years completed. Also list degrees and certifications.
Clackamas high school 1998-2001 United States Marine Corps 2001-2005 Oregon Army National Guard 2007-2013 Property mananger at marathon property management 2012-2014 Licensed real estate broker since 2015

Describe volunteer activity within this or other communities
youth basketball coach in Oregon city (OCCE) since 2018

Do you presently serve on a City board or committee?
No

Explain your interest in this board/committee and why you think its issues are important
I think that being on the planning committee would be a great way to use my experience to ensure responsible growth and land use for the betterment of the community.

List any relevant experiences, skills, or interests that have helped to prepare you for a position on this board or committee
My years in the military taught me invaluable leadership skills and my experience in real estate gives me real world experience to the challenges we face with land use and zoning. Cooperation and win win situations are what I am always trying to achieve.

In which neighborhood of Oregon City do you live?
Crabtree terrace / caufield

I certify that the information I am submitting is true. If residency is a requirement of holding this position, I certify that I am an Oregon City resident and will comply with requests for additonal proof of residency if requested. I consent to allow the information contained in this application to be released to the general public upon request, including my email address and phone number.
Yes

Travis Allen Hollingsworth

Oregon City, OR | Generated 12/12/2024 @ 2:47 pm by OnBoardGOV - Powered by ClerkBase

Status

Name Travis Allen Hollingsworth
Application Date 12/12/2024
Expiration Date 12/12/2025
Status Received

Board	Vacancies	Status
Planning Commission	0	Pending

Basic Information

Name
Travis Allen Hollingsworth

Contact Information

Address
[REDACTED]
[REDACTED]
Yes, I am a resident
Yes
Email
[REDACTED]
Phone
[REDACTED]
Cell Phone
[REDACTED]

Occupation

Employer
AmTrust Financial
Job Title
AVP Claims

How long have you lived in Oregon City?
5 years

Describe relevant work experience that may relate to the board or committee you are applying for.
Leader of WC Claims at my current organization with focus on strategies to drive improvement and efficiencies. Lead the quality, technical training and large claim oversight for the entire WC organization. Often deal with difficult discussions and driving change management.

Please list out any High School, Secondary Education, Trainings, and Colleges, along with years completed. Also list degrees and certifications.
Graduate of Marshfield High School and Warner Pacific College with a BS degree in Business Administration. Graduated 2001

Describe volunteer activity within this or other communities
I have volunteered at the Oregon Food Bank, several local food shelters, prior credit union board member, and most recently served as a CASA of Clackamas County.

Do you presently serve on a City board or committee?
No

Explain your interest in this board/committee and why you think its issues are important
I am excited to be part of the decision-making/recommendation process in my local community. I noticed the Facebook posting requesting volunteers for the Planning Committee and believe several of my professional skills would benefit the committee.

List any relevant experiences, skills, or interests that have helped to prepare you for a position on this board or committee
I have worked in the insurance industry for over 20 years. Several of the skills requested for this position I possess including critical thinking, problem solving, and making decisions as a group. Even though I did not have any direct land use experience, I believe I would still be an asset to the group in a volunteer capacity.

In which neighborhood of Oregon City do you live?
Live in unincorporated Oregon City and also own a rental property in the Hillendale area.

I certify that the information I am submitting is true. If residency is a requirement of holding this position, I certify that I am an Oregon City resident and will comply with requests for additonal proof of residency if requested. I consent to allow the information contained in this application to be released to the general public upon request, including my email address and phone number.
Yes

Generated 12/12/2024 @ 2:47 pm

PROFESSIONAL HIGHLIGHTS

AmTrust Financial Services, Inc.

Head of Workers' Compensation Claims Technical: November 2023 – Present

- Lead a national team overseeing workers' compensation projects for the entire organization while working closely with senior leadership on claims strategy, process development and training
- Develop guidelines, policies and standards for claims, focusing on identifying and reducing inefficiencies in claims processes
- Oversee management of reserve adequacy, quality audits and reporting while driving initiatives, training and process improvement nationwide
- Analyze trends, develop reports and serve as a subject matter expert for the claims group, contributing to cross-departmental projects and organizational goals
- Provide oversight and develop and implement creative resolution strategies for high-exposure claims

Workers' Compensation Technical Director: June 2019 – November 2023

- Managed projects and initiatives as a subject matter expert, collaborating with senior leadership on claims strategy, technology and metrics
- Identified and pursued developments for efficiency improvements within guidelines, policies, procedures, standards and best claims practices
- Ensured reserve adequacy, conducted quality audits and reviewed reporting to align operations with company goals and initiatives
- Conducted training and initiated action plans to ensure claims were moving through life cycle appropriately and efficiently
- Provided oversight and implemented resolution strategies for high exposure claims

CNA Insurance

Claims Manager: July 2011 – June 2019

- Managed the work activities and staff in alignment with corporate strategy, including TPA oversight
- Analyzed claim reports to manage team metrics and achieve best claim practices, while recommending claim policy and procedure improvements to achieve best outcomes
- Led project teams while taking accountability for special projects and presentations to senior leadership
- Built and cultivated collaborative relationships with internal and external stakeholders

Claims Specialist: September 2008 – July 2011

- Provided efficient, prompt, courteous service and communication to internal business partners and external customers about resolution of coverage, compensability, reserves and other claim service issues, while meeting or exceeding company goals

Claims Case Manager II: October 2006 – September 2008

- Fully managed a caseload through resolution including facilitating a thorough investigation, compensability, return-to-work, settlements and closure, while ensuring all metrics were met or exceeded company goals

Emery & Karrigan, Inc.***Account Manager, Commercial Lines: January 2004 – October 2006***

- Evaluated insurance contracts, recommended modifications and additional coverage, prepared submissions for carriers, crafted proposals for insured parties, processed change requests, ensured customer satisfaction, negotiated premium finance contracts and provided insurance consultations

Pat Healey State Farm Agency***Account Manager, Personal Lines: May 2003 – January 2004***

- Performed insurance and financial evaluations for clients, making recommendations for changes and/or additional coverage while soliciting new business to meet agency goals

CERTIFICATIONS AND EDUCATION

- *Construction Risk and Insurance Specialist*
 - International Risk Management Institute, Inc. (2009)
- *Bachelor of Science Degree, Business Administration, Cum Laude*
 - Warner Pacific College, Portland, Oregon (1999 – 2001)
- *Associate Degree, General Liberal Arts and Sciences*
 - SouthWestern Oregon Community College, Coos Bay, Oregon (1997 – 1999)

COMMUNITY INVOLVEMENT

- *Rivermark Credit Union*: Prior Director, Board of Directors
- *Oregon Food Bank*: Coordinate local food drives and food repackaging
- *Habitat for Humanity*: Administrative support and building volunteer
- *Beach clean-up*
- *Big Brother, Big Sister Programs of America*, Portland Chapter
- *Phi Theta Kappa Honor Society*
- *Portland Opera*: Supernumerary

Mark W Schweizer

Oregon City, OR | Generated 1/29/2025 @ 5:30 pm by OnBoardGOV - Powered by ClerkBase

Status

Name Mark W Schweizer
Application Date 12/12/2024
Expiration Date 12/12/2025
Status Received

Board (Rank)	Vacancies	Status	Actions
Planning Commission (0)	2	Pending	☐
Parks and Recreation Advisory Committee (1)	5	Pending	☐
Budget Committee (2)	3	Pending	☐
Natural Resources Committee (3)	2	Pending	☐
Transportation Advisory Committee (4)	3	Pending	☐
Urban Renewal Budget Committee (5)	5	Pending	☐

Basic Information

Name
Mark W Schweizer

Contact Information

Address
[REDACTED]
Oregon City, OR 97045
Yes, I am a resident
Yes
Email
[REDACTED]
Cell Phone
[REDACTED]

Occupation

Employer
Molalla Discount Tire
Job Title
Shop manager

How long have you lived in Oregon City?
30 years

Describe relevant work experience that may relate to the board or committee you are applying for.
Good communication and understanding with a variety of people. Phone and people skills.

Please list out any High School, Secondary Education, Trainings, and Colleges, along with years completed. Also list degrees and certifications.
Oregon City high school 4 years High school diploma

Describe volunteer activity within this or other communities
None

Do you presently serve on a City board or committee?
No

Explain your interest in this board/committee and why you think its issues are important
Want to be involved in the community. Living in this community for 30 years I see things and places it can improve.

List any relevant experiences, skills, or interests that have helped to prepare you for a position on this board or committee
Want to be a community member and contribute my skills to keeping this community valued by everyone for tests to come.

In which neighborhood of Oregon City do you live?
South end neighborhood

I certify that the information I am submitting is true. If residency is a requirement of holding this position, I certify that I am an Oregon City resident and will comply with requests for additonal proof of residency if requested. I consent to allow the information contained in this application to be released to the general public upon request, including my email address and phone number.
Yes

Generated 1/29/2025 @ 5:30 pm

Mark Schweizer

Ph. [REDACTED]

Email: [REDACTED]

Key Skills:

Customer Service Communication Reliable Motivated Organized
Supervisor Skills Attention to Detail Mechanically Inclined On Time
Ready to Work Easy to Direct Commitment to Quality Workmanship
Trouble Shooting Skills Ability to Work Independently Tool Experience

Work Experience:

Molalla Discount Tire **2004-present**

Lead shop supervisor and training of new hires
Maintenance of shop equipment and inventory
Property upkeep, plant care
Install and test new tools and equipment
Repair and replace tools and equipment
Safety checks
Maintain clean work environment

Education/Certificates:

Oregon City High School	Diploma	1999-2003
Tire Industry Association Certification		2008
Commercial Tire Service Technician		2010

Rachel Rawson

Oregon City, OR | Generated 11/14/2024 @ 6:08 pm by OnBoardGOV - Powered by ClerkBase

Status

Name	Rachel Rawson
Application Date	11/14/2024
Expiration Date	11/14/2025
Status	Received

Board (Rank)	Vacancies	Status
Enhancement Grant Program Committee (0)	0	Pending
Parks and Recreation Advisory Committee (1)	2	Pending
Planning Commission (2)	0	Pending
Transportation Advisory Committee (3)	0	Pending
Urban Renewal Budget Committee (4)	3	Pending
Library Board (5)	0	Pending
Budget Committee (6)	1	Pending
Arts Commission (7)	0	Pending
Natural Resources Committee (8)	0	Pending

Basic Information

Name	Rachel Rawson
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Contact Information

Address	
Yes, I am a resident	Yes
Email	
Phone	

Occupation

Employer	Daimler Truck
Job Title	Lead, Talent Acquisition

How long have you lived in Oregon City?
6 years (but native Oregonian)

Describe relevant work experience that may relate to the board or committee you are applying for.
I'm excited to lend my experience where needed. I have served with OSU in a management capacity on an array of different topics. I'm most excited on advancing transparency of programs in Oregon City to create an more inclusive and safe environment for all.

Please list out any High School, Secondary Education, Trainings, and Colleges, along with years completed. Also list degrees and certifications.
BS from Oregon State University and HR Mgmt Post Bacc Certification

Describe volunteer activity within this or other communities
I serve on the Management Advisory Council for Oregon State University, College of Business. I also serve as the Communications Chair for the Women's Interactive Network. I volunteer for various non-profits.

Do you presently serve on a City board or committee?
No

Explain your interest in this board/committee and why you think its issues are important
I want to immerse myself and get involved with Oregon City's different programs like Parks and Recreation and Arts as I utilize these in my community. I feel these are great programs, but could be enhanced.

List any relevant experiences, skills, or interests that have helped to prepare you for a position on this board or committee
This would be my first City Board position, but I have assisted with advisory boards for academia, corporate and non profits. This is an area I feel I can provide a service and also learn

In which neighborhood of Oregon City do you live?
Canemah

I certify that the information I am submitting is true. If residency is a requirement of holding this position, I certify that I am an Oregon City resident and will comply with requests for additonal proof of residency if requested. I consent to allow the information contained in this application to be released to the general public upon request, including my email address and phone number.
Yes

Rachel Rawson-Chatterjee | HR Leader

Skills

Talent Acquisition and Human Resources leader with 10+ years of experience fulfilling organization recruiting needs full cycle and employee journey, in house and agency. Software: Workday, Lever, ADP, Taleo, UltiPro, BrassRing, Field Glass, Nova Time, SAP.

Experience

Daimler Truck North America | Talent Acquisition Lead and Supervisor

December 2021 – Present, Portland, OR

- Led a team of technical full cycle recruiters from professional development, 1:1's, metrics, training and holding weekly team meetings for optimal collaboration.
- Led workshops for existing employees on recruiting and HR topics like resume building, interviewing, benefits, and recognition.
- Track recruiting KPI's such as average time to fill by function, organization, level.
- Served as a Talent Partner to engineering and technical managers to manage their job postings and staffing needs for their strategic organizations.
- Managed perm postings for immigration cases for existing employees.
- Appointed to Communications Chair for Women's Interactive Network EBRG

LeadVenture | Senior Recruiter

November 2019 – December 2021, Wilsonville, OR

- Recruit, source and maintain pipelines for technical and non-technical roles for a multi brand, multi-site corporation.
- Track recruiting and HR KPI's such as average time to fill, headcount variances, attrition, DEI initiatives and built reports on data.
- Manage ATS, job posts, kick off meeting and debriefs with hiring teams.
- Building operational efficiencies within HR/ Recruiting, serving as a lead.

ActOne Government Solutions | Corporate Recruiter, Bonneville Power Administration

April 2019- November 2019, Portland OR

- Review resumes, interview applicants, check references, process background check and use a variety of techniques to identify and recruit the best candidates for open and/or anticipated positions for pipeline.
- Assist with government contractor on boarding and orientation process including personal security, eQip, finger printing and badging.

Express Employment Professionals | Senior Staffing Consultant / Onsite Account Manager

November 2015 – April 2019, Portland, OR

- Full cycle recruitment specializing in office and light industrial positions.
- Managed large commercial accounts by providing HR duties not limited to payroll, employee relations, training, and development.
- Responsible for business reports and tracking KPI's, keeping other team members accountable for strategic initiatives.
- Hired and trained new staffing consultants, interns, and office staff, serving as a lead.

Additional Experience

Human Resources Coordinator | Takeda Oncology (November 2014-September 2015)
Human Resources Intern | Greater Lynn Senior Services (May 2014-August 2014)
Customer Service Professional | Circles (November 2013-November 2014)

Education

Oregon State University | Bachelor of Science, Psychology and Sociology
University of Massachusetts, Boston | HR Management Certification
HRCI PHR | In Progress

**Volunteer &
Professional
Affiliations**

Management Advisory Council | Oregon State University, College of Business
Communications Chair | Daimler Truck Women's Interactive Network
Volunteer | Bridgetown Church
Volunteer | Clackamas Women's Services

Robert La Salle

Oregon City, OR | Generated 11/12/2024 @ 11:20 am by OnBoardGOV - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Robert La Salle	Planning Commission	0	Pending
Application Date	11/9/2024			
Expiration Date	11/9/2025			
Status	Received			

Basic Information	Contact Information	Occupation
Name	Address	Employer
Robert La Salle		Retired
	Yes, I am a resident	
	Yes	
	Email	
	Cell Phone	

How long have you lived in Oregon City?
18 years

Describe relevant work experience that may relate to the board or committee you are applying for.
Mangement positions that enables me to make good decisions

Please list out any High School, Secondary Education, Trainings, and Colleges, along with years completed. Also list degrees and certifications.
High School Grad, US Army Commissioned Officer. many professional courses of instruction.

Describe volunteer activity within this or other communities
Presently on Planning Commission. Have served on Park Place Neighborhood Association, Transportation Advisory Committee (Chair), Citizen Involvement Committee (Chair), Sign Code Update Committee, South End Concept Plab Committee, OC 2040 Committee

Do you presently serve on a City board or committee?
If yes, which boards:, Planning Commission, CIC

Explain your interest in this board/committee and why you think its issues are important
Presently serving and wish to continue. The Planning Commission is a vital part of the organized growth of Oregon City.

List any relevant experiences, skills, or interests that have helped to prepare you for a position on this board or committee
Military and civilian management and leadership position.

In which neighborhood of Oregon City do you live?
Park Place

I certify that the information I am submitting is true. If residency is a requirement of holding this position, I certify that I am an Oregon City resident and will comply with requests for additonal proof of residency if requested. I consent to allow the information contained in this application to be released to the general public upon request, including my email address and phone number.
Yes

Generated 11/12/2024 @ 11:20 am

Linda M Taylor

Oregon City, OR | Generated 11/5/2024 @ 11:30 am by OnBoardGOV - Powered by ClerkBase

Status

Name Linda M Taylor
Application Date 11/4/2024
Expiration Date 11/4/2025
Status Received

Board (Rank)	Vacancies	Status
Parks and Recreation Advisory Committee (0)	2	Pending
Enhancement Grant Program Committee (1)	0	Pending
Budget Committee (2)	1	Pending
Planning Commission (3)	0	Pending
Urban Renewal Budget Committee (4)	3	Pending

Basic Information

Name
Linda M Taylor

Contact Information

Address
[Redacted]
[Redacted]
[Redacted]
Yes, I am a resident
Yes
Email
[Redacted]
Phone
[Redacted]

Occupation

Employer
Hobby lobby
Job Title
Lead

How long have you lived in Oregon City?
35 years

Describe relevant work experience that may relate to the board or committee you are applying for.
I am wiser older obvera I have lived in Oregon city for 35 years. Have done AR Ap sat along side governor making budget for headstart program

Please list out any High School, Secondary Education, Trainings, and Colleges, along with years completed. Also list degrees and certifications.
Ccc excel and small business management

Describe volunteer activity within this or other communities
Not as much as I used to with small children. Finding it hard to find where to volunteer.

Do you presently serve on a City board or committee?
No

Explain your interest in this board/committee and why you think its issues are important
Been here for years. I think I have good thoughts to offer

List any relevant experiences, skills, or interests that have helped to prepare you for a position on this board or committee
Ar ap admin work. I love oc and ha e read the history the. Spectator from 1845

In which neighborhood of Oregon City do you live?
Caufield

I certify that the information I am submitting is true. If residency is a requirement of holding this position, I certify that I am an Oregon City resident and will comply with requests for additonal proof of residency if requested. I consent to allow the information contained in this application to be released to the general public upon request, including my email address and phone number.
Yes

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CITY OF OREGON CITY

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Oregon City, OR 97045
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Staff Report

To: City Commission **Agenda Date:** February 5, 2025
From: Jakob Wiley, City Recorder

SUBJECT:

Item a. - Mayoral Appointments to Boards and Committees

STAFF RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

Section 20 of the Oregon City Charter states: "The mayor shall appoint the committees provided by the rules of the commission, except the planning commission and the historic review board, which shall be appointed by a majority vote of the commission."

BACKGROUND:

The Mayor has selected the following candidates for appointment to the following boards and committees for 2025:

Transportation Advisory Committee

- Bruce Fries (at-large, term ending 12/31/2027)

Library Board

- Lisa Oreskovich (city resident, term ending 12/31/2028)

Arts Commission

- Amy Wilson (term ending 12/31/2027)
- Myriam Ravenwise (term ending 12/31/2027)
- Joyce LaMaster (term ending 12/31/2027)

Citizen Involvement Committee

- Duane Hanson (Gaffney Lane NA, term ending 12/31/2025)

Parks and Recreation Advisory Committee

- Ken Worcester (term ending 12/31/2027)
- Melissa Deyoe (term ending 12/31/2027)

Natural Resources Committee

- TBD

Budget Committee

- Bill Peterson (term ending 12/31/2028)
- Dave Hunt (term ending 12/31/2028)
- Sheri Weber (term ending 12/31/2027)

OPTIONS:

N/A

BUDGET IMPACT:

N/A