



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, March 19, 2025 at 8:00 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

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

- Resolution No. 25-05, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises Associated with the Molalla Avenue Transmission Main Project WIFIA 3-1 (CI 22-014) and Declaring an Emergency
- Resolution No. 25-03 - A Resolution Modifying the Public Works Engineering Fee Schedule and Amending Resolution No. 24-05
- Amendment No. 1 to the Personal Services Agreement with Pali Consulting, Inc. for Geotechnical Development Review (PS 23-019)
- IGA with Clackamas County related to a land use Condition of Approval
- Minutes of the August 21, 2024 City Commission Regular Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- Revision - Adaptive Re-Use Building Rehabilitation Program 2.0

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

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

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair calls your name, proceed to the speaker'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.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** March 19, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.a. - Resolution No. 25-05, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises Associated with the Molalla Avenue Transmission Main Project WIFIA 3-1 (CI 22-014) and Declaring an Emergency

STAFF RECOMMENDATION:

Staff recommends that the City Commission review and approve Resolution No. 25-05, allowing night work to occur on the Molalla Avenue Transmission Main Project from March 27, 2025 to March 31, 2026.

EXECUTIVE SUMMARY:

This resolution will authorize nighttime and weekend construction at locations identified on Exhibit A, for construction of water system improvements as part of the Molalla Ave Transmission Main WIFIA 3-1 Project (CI 22-014).

BACKGROUND:

The Molalla Avenue Transmission Main project requires construction of a new 30-inch water transmission main, replacement of an old 6-inch water main with a new 8-inch water main and replacement of services along that water main. Construction during the day would cause traffic delays on Molalla Avenue.

Transportation flow is vital to the economic and mobility interests of the City. Construction of these improvements during the day, at the signalized intersections, would cause excessive traffic delays and impacts to the community. The city developed traffic control plans for the project in collaboration with Clackamas County outlining requirements to minimize traffic impacts while providing for completion of the required work. As part of these plans, nighttime work is required for construction activities in the signalized intersections in Molalla Avenue. In addition, critical work to complete a crossing of the existing stormwater infrastructure on the south side of Beaver Creek Road at Molalla Avenue requires work over a weekend. The city's contractor has confirmed they will proceed using the traffic control plans developed by the City and included in the project contract documents.

Nightwork is also required for the connection of the new transmission main to the city's Mountain View Pump Station, located at 412 Mountain View Street. This pump station services 70% of the city's customers and is therefore critical to complete the required connection during low water demand periods, which occurs overnight.

Per Oregon City Municipal Code (OCMC) 9.12.023(E), “The construction, demolition, alteration or repair of any building or the excavation of any streets and highways in a residential zoned neighborhood that occurs: between the hours of 6:00 PM and 7:00 AM, Monday through Friday; and between 6:00 PM and 9:00 AM on Saturday and Sunday” is prohibited. Because of this, staff request a temporary noise exemption for the construction to occur at night at four intersections, shown in Exhibit A.

Exemptions are required for three types of work. All exempted work will occur between the requested period of March 27, 2025, to March 31, 2026. Construction within these exempted types of work will be limited to the parameters set forth below. As work progresses, updated data for specific work locations will be shared out with the public.

Signalized Intersection Work

This request is to permit construction at night for two weeks at each of the following locations, will occur between 6:00 PM Monday to 7:00 AM Saturday.

- Holmes Lane & Molalla Avenue
- Warner Milne Road & Molalla Avenue
- Colton Place & Molalla Avenue
- Beavercreek Road & Molalla Avenue

Pump Station Connection

This request also includes night work to make the connection at the Mountain View Pump Station, which is near residential zoned areas. This work must be completed between November 1, 2025 and March 31, 2026 between the hours of 12:00 AM and 6:00 AM, during low water demand period. Construction activity before and after this connection may be required. Therefore, we are asking for the exemption to apply from 6:00 PM Monday to 7:00 AM Saturday.

Beavercreek Road Culvert Crossing

Weekend work is required to complete the crossing of two 48-inch storm culverts on the south side of Beavercreek Road in Molalla Avenue. This work cannot be completed with night work only. Therefore, it was determined the least impactful option would be to allow continuous work over a weekend. This request includes an exemption to allow construction work from 6:00 PM Friday to 7:00 AM Monday, over one weekend.

The public will be informed of night and weekend work through programmable message boards which will be set up a minimum of 1 week ahead of the work. Written notification will be provided to properties adjacent to the pump station a minimum of 1 week ahead of the nighttime work at that location. The project sign includes city contact information to provide a way for the public to ask questions and/or voice concerns. The project website, E-News, Trail News and other forms of city communication will continue to be employed to provide updates on the project.

Per Oregon City Municipal Code (OCMC) 2.52.020, “emergencies” include “... utility or transportation emergencies.” OCMC 2.52.040 (L) authorizes the City, in cases of emergency,

to “...order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency.” Staff request these codes be utilized to fulfill the construction needs of this project.

OPTIONS:

1. Approve Resolution No. 25-05, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises Associated with the Molalla Avene Transmission Main Project WIFIA 3-1 (CI 22-014) and Declaring an Emergency.
2. Approve Resolution No. 25-05, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises Associated with the Molalla Avene Transmission Main Project WIFIA 3-1 (CI 22-014) and Declaring an Emergency with Amendments.
3. Deny Resolution No. 25-05, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises Associated with the Molalla Avene Transmission Main Project WIFIA 3-1 (CI 22-014) and Declaring an Emergency and provide further direction.

BUDGET IMPACT:

Amount	N/A
Fiscal Year(s):	N/A
Funding Source(s):	N/A

RESOLUTION NO. 25-05

A RESOLUTION TEMPORARILY EXEMPTING CONSTRUCTION ACTIVITIES FROM THE PROHIBITION AGAINST UNLAWFUL NOISES ASSOCIATED WITH THE MOLALLA AVENUE TRANSMISSION MAIN WIFIA 3-1 PROJECT (CI 22-014) AND DECLARING AN EMERGENCY

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

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

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

WHEREAS, the City would be acting in the best public interest by facilitating the completion of the water system improvements as part of the city’s Molalla Avenue Transmission Main WIFIA 3-1 Project (“Project”); and

WHEREAS, the Project requires construction in Molalla Avenue, a major arterial, and is vital to the community, and completing the needed work at night and during a weekend is vital to the economic and mobility interests of the City; and

WHEREAS, the Mountain View Pump Station, located at 412 Mountain View Street, is critical to deliver water to the city’s customers, and completion of work to connect the pump station to the new transmission main at night when there is low water demand is in the best interest of the City and its water customers.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission declares an emergency, limited to the construction of the water system improvements within Molalla Avenue travel lanes and at the Mountainview Pump Station associated with the Molalla Ave Transmission Main WIFIA 3-1 Project (“Project”) as shown in the map attached as **Exhibit A** to this resolution. Consistent with OCMC 2.52.070 and, by this resolution, the Commission declares an emergency from March 27, 2025, at 6:00 PM to March 31, 2026 7:00 AM.

Section 2. Based on the emergency identified above, the City Commission grants the construction activities in Molalla Avenue and at the Mountain View Pump Station an

exemption from Section 9.12.020 of the Oregon City Municipal Code for construction activities associated with constructing the water transmission main, water main and appurtenances in the Project area and affecting the Molalla Avenue traffic, during the period identified above in Section 1 of this resolution.

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

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

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

Approved and adopted at a regular meeting of the City Commission held on the 19th day of March 2025.

Denyse C. McGriff, Mayor

Attested to this 19th Day of March 2025

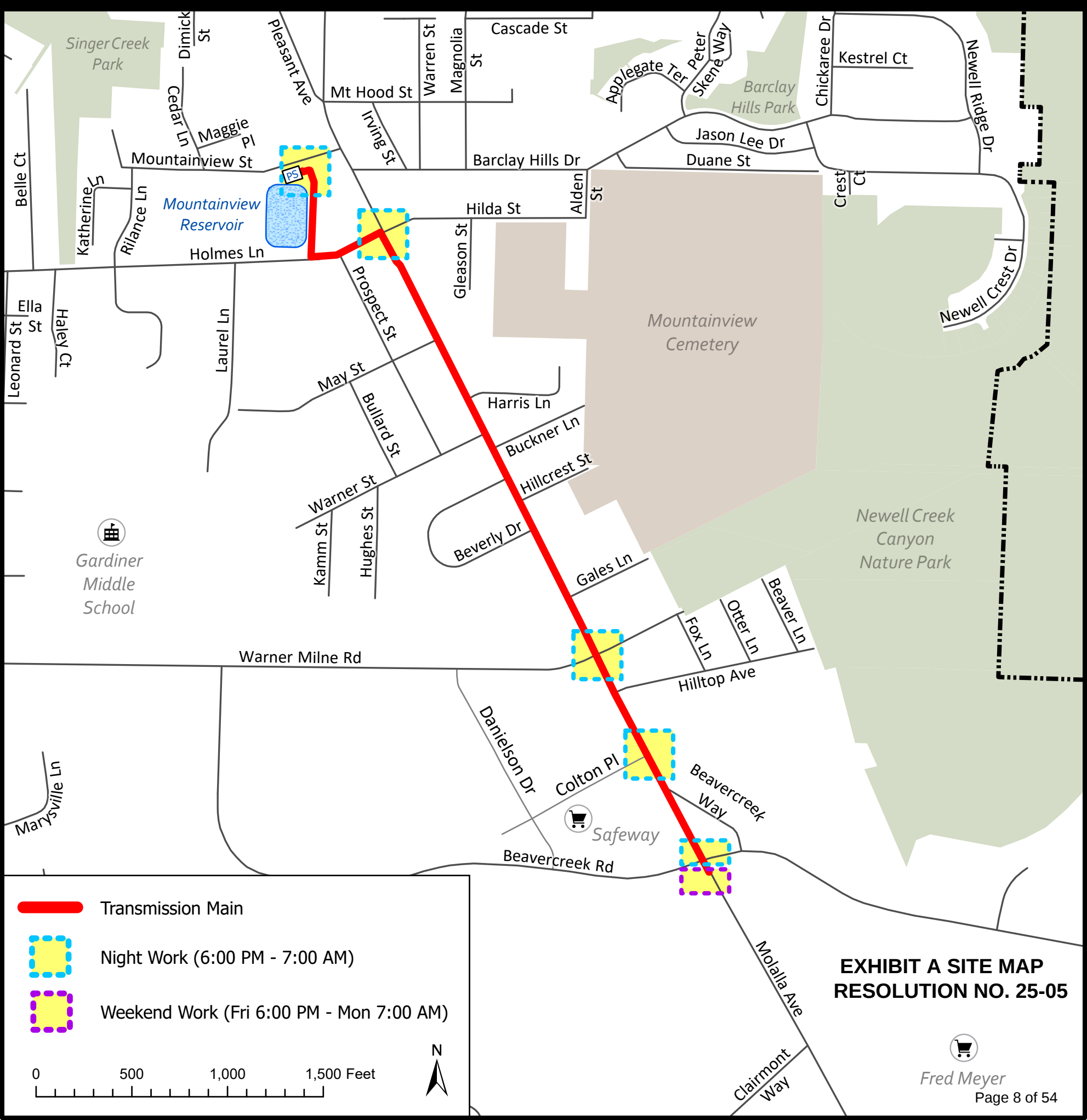
Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Attachment:
Exhibit A – Site Map

MOLALLA TRANSMISSION MAIN- WIFIA 3-1 PROJECT (CI 22-014)





CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** March 19, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.b. - Resolution No. 25-03 - A Resolution Modifying the Public Works Engineering Fee Schedule and Amending Resolution No. 24-05

STAFF RECOMMENDATION:

Approve Resolution No. 25-03, Modifying the Public Works Engineering Fee Schedule and Amending Resolution No. 24-05

EXECUTIVE SUMMARY:

The Engineering Fee Schedule requires adoption, via resolution, whenever a fee is added, removed, or changed beyond the annual adjustments (relating to annual inflation). The last Fee Schedule was adopted in February 2024 with Resolution No. 24-05.

BACKGROUND:

The Engineering Fee Schedule requires adoption, via resolution, whenever a fee is added, removed, or changed beyond the annual adjustments (relating to annual inflation). The last Engineering Fee Schedule was adopted in February 2024 with Resolution No. 24-05.

This Engineering Fee Schedule update includes one proposed addition and one proposed revision:

- Public Utility Service Permit – Sanitary Sewer Service Lateral Launch Video Inspection
- Public Improvements Development Engineering Services – 3rd Party Night Inspection

The cost of the lateral launch video inspection was increased to be more in line with actual costs and industry charges. This is a service provided by City staff that is requested by property owners from time to time.

The 3rd Party Inspection fee is used sparingly; however, has been used once in the past 5 years and is added to the fee schedule in the event it needs to be used again.

OPTIONS:

1. Approve Resolution No. 25-03 - A Resolution Modifying the Public Works Engineering Fee Schedule and Amending Resolution No. 24-05.
2. Approve Resolution No. 25-03 - A Resolution Modifying the Public Works Engineering Fee Schedule and Amending Resolution No. 24-05 with Amendments.

3. Deny Resolution No. 25-03 - A Resolution Modifying the Public Works Engineering Fee Schedule and Amending Resolution No. 24-05 and provide further direction.

BUDGET IMPACT:

Amount	\$0.00
Fiscal Year(s):	24/25
Funding Source(s):	NA

RESOLUTION NO. 25-03

A RESOLUTION MODIFYING THE PUBLIC WORKS ENGINEERING FEE SCHEDULE AND AMENDING RESOLUTION NO. 24-05

WHEREAS, the City of Oregon City adopted Resolution No. 24-05 establishing a schedule of permit fees for Public Works Engineering which included all engineering fees previously adopted by resolutions, and established a consistent method to adjust these fees on an annual basis to account for inflation; and

WHEREAS, the City of Oregon City has adopted Resolution No. 24-05 and other resolutions establishing fees that are necessary to defray the Public Works Engineering Division's actual operational costs; and

WHEREAS, the City of Oregon City desires to modify the Public Works Engineering Fee Schedule, Exhibit A, which includes all engineering fees previously adopted by resolutions; proposes changes as described in Exhibit B, Fee Explanation; and continues to include an annual adjustment to adjust these fees to account for inflation; and

WHEREAS, the City of Oregon City, City Commission resolves that the City should recover to the extent practicable, the actual cost of providing Public Works Engineering Services to facilitate the issuing of permits for construction of various public and private infrastructure per city standards.

NOW, THEREFORE, THE CITY OF OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City hereby adopts Exhibit A, Public Works Engineering Fee Schedule, to become effective March 20, 2025, with the addition of a 3rd party Nightwork Inspection Fee and a revision to the sewer lateral launch fee as described in Exhibit B, Fee Explanation.

Section 2. The Public Works Engineering Fee Schedule, Exhibit A, shall continue to be adjusted annually to account for inflation on January 1st. The adjustment to account for inflation for all fees, shall be based on changes in the CPI-W for the Pacific Division of the West Region.

Approved and adopted at a regular meeting of the City Commission held on the 19th day of March 2025.

DENYSE C. MCGRUFF, Mayor

Attested to this 19th day of March 2025:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney



City of Oregon City

Public Works

Engineering Fee Schedule

March 20, 2025

All fees are subject to change by Resolution of the City Commission. (Resolution No. 25-03 approved 3-19-2025)
The applicant is responsible for paying the application fee in effect at the time the **formal application** is submitted.

Fee/Engineering Service/Permit Type	Fee Description	Rate	Fee
Erosion & Sediment Control SFR Permit (Application, Plan Review, Inspection)	Regular	Flat	\$333
	Reduced w/ Certification	Flat	\$255
	Re-inspection for failed inspection	Flat	\$104
Erosion & Sediment Control Non-SFR Permit (Application, Plan Review, Inspection)	Regular (1 acre or less)	Flat	\$882
	Reduced w/ Certification (1 acre or less)	Flat	\$489
	PLUS, each additional acre or fraction thereof	Per Unit	\$156
	Re-inspection for failed inspection	Flat	\$104
Engineering Services for Building Permits	Engineering Site Plan Review for Building Permit	Flat	\$104
	Inspection for Public Sidewalk and Driveway Approach for single family subdivision lot Building Permit	Flat	\$206
Public Utility Service Permit	Application for Public Water Service Line, Sanitary Sewer or Stormwater Service Laterals	Flat	\$66
	Plan Review	Flat	\$141
	Utility Inspection	Flat	\$206
	Pavement Cut & Restoration Inspection	Flat	\$34
	Utility Permit Sidewalk Repair Inspection	Flat	\$34
	Utility Permit Driveway Approach Repair Inspection	Flat	\$34
	Utility Re-Inspection	Flat	\$104
	Sanitary Sewer Service Lateral Launch Video Inspection by City per Customer request	Flat	\$500
	Sanitary Sewer Service Tap Video Inspection at Public Main Line Connection	Flat	\$289
Public Street Driveway Approach Permit	Application	Flat	\$66
	Plan Review	Flat	\$141
	Inspection	Flat	\$206
	Re-Inspection	Flat	\$104
Public Street Sidewalk Permit (PST)	Application and Plan Review	Flat	\$66
	Inspection	Flat	\$141
	Re-Inspection	Flat	\$104
Public Street Sidewalk Group Permit (PST Group)	Application (one contractor for multiple sidewalk panel replacements along one block of street frontage, block length shall be a maximum length of 500 feet)	Flat	\$66
	Plan Review	Flat	\$141
	Inspection	Flat	\$206
	Re-Inspection	Flat	\$104
Public Street Sidewalk Permit in connection with the Sidewalk Assistance Grant Program	Application and Plan Review (PST)	Flat	\$33
	Inspection (PST)	Flat	\$70
	Application (PST Group)	Flat	\$33
	Plan Review (PST Group)	Flat	\$70
	Inspection (PST Group)	Flat	\$103
	Re-Inspection	Flat	\$53

Fee/Engineering Service/Permit Type	Fee Description	Rate	Fee
Grading Permit (Filling, Grading, Excavating, including temporary material stockpile)	Application, Plan Review and Site Monitoring (*Engineer's Cost Estimate when applicable)	Flat Fee Plus Percentage	\$360 plus 2.5% of cost estimate*
Public Improvements Development Engineering Services (Street, Water, Sanitary Sewer, Stormwater)	5% of Engineer's Final Cost Estimate (2.5% Technical Plan Review Fee for First through Third Technical Plan Reviews plus 2.5% Inspection Fee)	Percentage	5% of cost estimate
	Additional Technical Plan Review Fee for every plan review beyond the third Technical Plan Review. 0.5% added to 2.5% Technical Plan Review Fee for each additional Plan Review after the Third Plan Review	Percentage	0.5% of cost estimate
	Re-Inspection(more than one inspection for the same item)	Flat	\$104
	3rd Party Night Inspection for use anytime the City needs to provide inspection services for a public improvement project completed by private development at night or on the weekend	Actual Cost	Actual Consultant Cost
	Water Quality Testing	Actual Cost	Actual Cost Staff Lab Work
Type I Street Improvement Modification	Application and Analysis per OCMC 16.12.013.B.	Flat	\$206
Plant Establishment Fee	When 2-year maintenance period is complete and 25% or more of the required plantings of a stormwater management area are dying or dead, the applicant shall replace all dead or dying plants AND pay a fee for their establishment equal to 110% of the cost of the plants	Percentage	110% of the cost of the new plantings
Geotechnical Overlay Zone Review	City Peer Review of Geotechnical Overlay Zone Work (Reports, Plans, Inspections, Etc) from Completeness through Platting/Occupancy	Actual Cost	Actual Peer Review cost
Geotechnical Overlay Zone Review - Type I Verification	City Peer Review to verify Geologic Hazard Overlay Zone	Flat	\$414
Stormwater Management Peer Review	City Peer Review of Engineered Method to Calculate Size of Stormwater Management Facilities	Actual Cost	Actual Peer Review cost
Traffic Engineering Review	City Peer Review of Traffic Engineering Documents (Reports, Plans, Studies, Etc.) from Completeness through Platting/Occupancy	Actual Cost	Actual Peer Review cost
Temporary Obstruction in ROW Permit	Application and Plan Review	Flat	\$34
	Inspection	Flat	\$34
Long Term Obstruction in ROW with Revocable ROW Permit	Application	Flat	\$66
	Plan Review	Flat	\$141
	City Resolution and Document Process	Flat	\$276
	Revocable ROW Permit	Flat	\$206
City Resolution and Document Processing	City Resolution and Document Processing	Flat	\$276
Document Processing and Recording Fee	Record one document at one time	Flat	\$376
	record each additional document at same time with first	Flat	\$213
Plat Review	Partition	Flat	\$711
	Subdivision	Flat	\$995
	Planned Development	Flat	\$2,584

Fee/Engineering Service/Permit Type	Fee Description	Rate	Fee
Vacation of Public Rights-of-Way or Public Easements	Public Right-of-Way	Flat	\$1,373
	Public Easement	Flat	\$810
Special Event ROW Permit	Application and Review	Flat	\$206
	ROW Inspection for use of ROW during Special Event	Flat	\$206
Reimbursement District Processing Fee	City Review, Document Processing, and District Setup	Flat	\$1,254
Renewable ROW Permit (outdoor seating, monitoring wells, other)	Application, Review and Inspection	Flat	\$103
ROW Permit General - Minor work outside of travel ways and no vehicular traffic control	Application, Review and Inspection	Flat	\$206
ROW Permit General - Moderate work within travel ways and not requiring Technical Plan Review	Application and Plan Review	Flat	\$206
	Inspection	Flat	\$206
ROW Permit General - Major work in ROW requiring technical plan review	Application, Technical Plan Review and ROW Inspection is Flat Fee plus 2.5% of Engineer's Final Cost Estimate	Flat Fee Plus Percentage	\$360 plus 2.5% of cost estimate
Small Cell Facility - Minor Installation (on Existing Third Party Utility Structure)	Application, Review and Inspection	Flat	\$953
Small Cell Facility - Major Installation (on City Utility Structure or Proposed New Structure) (requires Technical Plan Review)	Application, Technical Plan Review and Inspection - Flat Fee plus actual cost over Flat Fee plus 15% Administrative Fee	Flat Fee plus Actual Cost over Flat Fee plus Administrative Cost Percentage	\$953 plus actual cost over Flat Fee plus Administrative Fee
ROW Licensee Major Installation - Fiber, Cable, Natural Gas, Electric, Telecommunications (does not include Small Cell Facility) requires Technical Plan Review	5% of Engineer's Final Cost Estimate (2.5% Technical Plan Review Fee for First through Third Technical Plan Reviews plus 2.5% Inspection Fee)	Percentage	5% of cost estimate
	Additional Technical Plan Review Fee for every plan review beyond the third Technical Plan Review. 0.5% added to 2.5% Technical Plan Review Fee for each additional Plan Review after the Third Plan Review	Percentage	0.5% of cost estimate
Film Permit	ROW Inspection for use of ROW during filming	Flat	\$206
	Usage fee for using City facilities' sanitary sewer during filming	Flat	\$44
	Usage fee for using City facilities' water during filming	Flat	\$44
Annual Permit for Banners in Right-of-Way (ROW)	(Note: Fees adopted through Resolution 15.31)	One Flat Fee applies prior to June 30 th / One Flat Fee after June 30 th	\$237 prior to June 30 th / \$119 after June 30 th
Street Light Pole Banner Installation/Removal Permit in ROW	Fees for application, review, installation and removal of street light pole banners (Note: Fees adopted through Resolution 15.31)	Flat Rate per street light pole banner	\$28
Cross Street Banner Installation/Removal Permit in ROW	Fees for application, review, installation and removal of cross street banner at Molalla Avenue south of Char Diaz (Note: Fees adopted through Resolution 15.31)	Flat	\$90
Approved requests for after-hours or weekend City staff inspections shall be billed based on staff cost.			



EXHIBIT B

Fee Explanation for Public Works Engineering Fee Schedule Resolution No. 25-03

The following provides a brief explanation of proposed changes to the Public Works Engineering Fee Schedule.

Public Utility Service Permit – Sanitary Sewer Service Lateral Launch Video Inspection by City per Customer request

Upon review of the costs associated with this service, staff found that a 2-hour request would cost \$821. Staff also sought pricing from 3 different contractors where the cost ranged from \$965 to \$1000. While staff believes the current rate of \$289 is too low, staff also believes some requests may only take 1 hour where others may take longer; therefore, staff recommends a cost of \$500.

Public Improvements Development Engineering Services - 3rd Party Night Inspection

From time to time, a private development project may need to be completed at night for multiple days. The City does not have staff to cover those inspections. When these situations occur, the City hires a 3rd party inspector to complete inspections at night. This fee documents on our fee schedule the line item in the event it needs to be used.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** March 19, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.c. - Amendment No. 1 to the Personal Services Agreement with Pali Consulting, Inc. for Geotechnical Development Review (PS 23-019)

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 1 to the Personal Services Agreement with Pali Consulting, Inc. for Geotechnical Development Review (PS 23-019) in the amount of \$60,000.

EXECUTIVE SUMMARY:

Amendment No. 1 for modifications to the payment provisions for Geotechnical Development Review (PS 23-019). This amendment now aligns with the original intent of the contract to have this service provided at \$30,000 annually for a three-year period.

BACKGROUND:

The City's long-time Geotechnical Development Review consultant notified the City that they would be retiring. In October 2023, the City issued a Request for Proposal looking for a new geotechnical consultant to support land use review for a three-year period. Pali Consulting, Inc. was selected.

On December 5, 2023, the City entered into a Personal Services Agreement with Pali Consulting, Inc., in the amount of \$30,000 for Geotechnical Development Review services.

Amendment No. 1, for a total of \$60,000 includes the following:

- Geotechnical Development Review services in the amount of \$30,000 annually to account for calendar years 2025 and 2026.

The net increase of Amendment No. 1 is \$60,000, resulting in a contract price with amendments equal to \$90,000.

OPTIONS:

1. Approve Amendment No. 1 to the Personal Services Agreement with Pali Consulting, Inc. for Geotechnical Development Review (PS 23-019).
2. Approve Amendment No. 1 to the Personal Services Agreement with Pali Consulting, Inc. for Geotechnical Development Review (PS 23-019) with Amendments.

3. Deny Amendment No. 1 to the Personal Services Agreement with Pali Consulting, Inc. for Geotechnical Development Review (PS 23-019) and provide further direction.

BUDGET IMPACT:

Amount \$60,000
Fiscal Year(s): FY2025 & FY 2026
Funding Source(s): Engineering Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

GEOTECHNICAL DEVELOPMENT REVIEW (PS 23-019)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **PALI CONSULTING, INC.** ("Consultant").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2026 with the ability to amend the contract with two 1-year extensions through December 31, 2028**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **thirty thousand dollars (\$30,000) through December 31, 2026**.

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

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

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

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

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

To the City:

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

To Consultant:

PALI CONSULTING, INC.
4891 Willamette Falls Dr Suite 1
West Linn, Oregon 97068
Attention: Timothy W. Blackwood

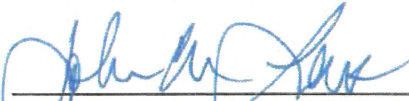
Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

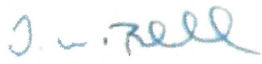
8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 5th day of December, 2023.

CITY OF OREGON CITY

PALI CONSULTING

By: 

By: 

Name: John M. Lewis, P.E

Name: Timothy W. Blackwood

Title: Public Works Director

Title: President/Principal Engineer

DATED: 12-4, 2023.

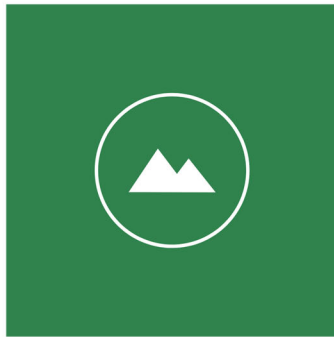
DATED: December 4, 2023.

By: 

Name: Anthony J. Konkol III

Title: City Manager

DATED: Dec 5, 2023.



Pali Consulting

December 1, 2023

City of Oregon City
13895 Fir Street
Oregon City, OR 97045

Agreement for Geotechnical Consulting Services

Land Use Review of Private Development
Oregon City, Oregon
Pali Project #82-23-002

Pali Consulting, Inc. (Pali Consulting) is pleased to present this Services Agreement (Agreement) to the City of Oregon City (City) for geotechnical services related to review of Land Use Applications for Private Development in the City of Oregon City, Oregon. The scope of work described herein is based on the City's Request for Qualifications (RFQ), and Pali Consulting's Statement of Qualifications (SOQ) in response to the RFQ. Pali Consulting was selected as the winning submitter and this Agreement is written in response to that selection.

The project includes review of private development applications which fall within geologic hazardous areas per the Oregon City Municipal Code (OCMC), Section 17.44. Pali Consulting will perform the tasks outlined in the RFQ related to Land Use Review and Public Involvement, which generally include the following and associated tasks:

- Developing Pre-Application Notes,
- Conducting Completeness Reviews,
- Providing Notes for Staff Reports,
- Completing Permit Reviews,
- Attending Pre-Construction meetings,
- Performing Construction Inspection Reviews and/or Visits, and
- Preparing Responses to Public Inquiries.



Pali Consulting

We propose to complete our work on a time and materials basis for a minimum of 3 years from January 1, 2024, to December 31, 2026. Services will be charged per the attached Schedule of Charges for calendar year 2024, and then with a 3% escalation in rates for each of calendar years 2025 and 2026. The agreement may be extended by the City on an annual basis for up to 2 years, 2027 and 2028, and with a 3% escalation in rates for each year. The annual maximum charges will not exceed \$30,000 unless authorized otherwise by the City.

We appreciate the opportunity to submit this agreement to the City of Oregon City and look forward to continuing to work with you.

Sincerely,

PALI CONSULTING, INC.

TIMOTHY W. BLACKWOOD, PE, GE, CEG

President/Principal Geotechnical Engineer

Attachments:

2024 Schedule of Charges

Document ID: 082-23-002OnCallSvcsAgreement



Pali Consulting

2024 SCHEDULE OF CHARGES

Pali Consulting, Inc. provides our services on a fixed fee basis when practical. Where this is not practical, or where a client prefers to pay for services on an hourly basis, we offer a simple rate schedule with the following charges. These rates include all computer and software charges, copies, and other incidental costs, unless specifically noted otherwise in our services agreement with you.

Labor Billing Rates

Position	Hourly Rate ¹
Principal	\$215
Project Engineer/Geologist	\$165
Staff Engineer/Geologist	\$135
Technician	\$89
CAD/GIS/Graphics	\$105
Administrative Support	\$65

1- Weekend, evening, and holiday work at client's request charged at 1.5 times the listed rates. Deposition and court time for litigation projects will be charged at 1.5 times the listed rates.

Laboratory Charges

Test (ASTM Designation)	Unit Cost
Moisture/Density (D-2216)	\$25
Atterberg Limits (D-4318)	\$185
Mechanical Sieve Analysis (D-422)	\$180
#200 Wash (D-1140)	\$95
Hydrometer (D-422)	\$225
Consolidation Test (D-2435)	\$650
Direct Shear Test (D-3080)	\$700
Proctor (D-1557)	\$275

Field Equipment Charges

Field Equipment	Daily Cost
Inclinometer Probe	\$150
GPS/General Field Equipment	\$125
Zip Level/Water Level Indicator	\$75
Drilling/Drive Probe Supplies	\$155
Climbing Equipment	\$250
Nuclear Density Gauge	\$35/half day (min), \$60/full day

Reimbursable expenses including drilling and excavation subcontractors, rental equipment, specialized laboratory testing, and other direct costs not listed above will be billed at cost plus 10 percent, unless modified by contract. Per diem and travel expenses will be billed at cost plus 10 percent. Mileage will be billed at the IRS or local agency approved rate.

Phone: 503 502-0820 / www.pali-consulting.com

4891 Willamette Falls Drive / Suite 1 / West Linn, Oregon 97068

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

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

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

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

14. Legal Expenses. In the event legal action is

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

24. Arbitration.

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

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

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

CITY OF OREGON CITY
AMENDMENT NO. 1 TO PERSONAL SERVICES AGREEMENT
GEOTECHNICAL DEVELOPMENT REVIEW (PS 23-019)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City hereinafter called "City" and **PALI CONSULTING, INC.** hereinafter called "PS Consultant," which was previously entered into on **December 5, 2023** ("Contract") for **GEOTECHNICAL DEVELOPMENT REVIEW** and

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

WITNESSETH:

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

No changes.

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

No changes.

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

Original contract amount is being increased by \$60,000 to account for years 2025 and 2026 annual monitoring, per Exhibit A of original agreement. Total compensation, including reimbursement for expenses incurred, shall not exceed ninety thousand dollars (\$90,000).

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

CITY OF OREGON CITY

By: _____

Name: Dayna Webb, P.E.

Title: Public Works

Director

DATED: _____, 20____

By: _____

Name: Anthony J. Konkol

III

PALI CONSULTING, INC.

By: _____

Name: _____

Title: _____

DATED: _____, 20____

ORIGINAL CITY COMMISSION APPROVAL
(IF APPLICABLE):

DATE: _____

Title: City
Manager

DATED: _____,
20____.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney



CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	March 19, 2025
From:	Aquilla Hurd-Ravich, Community Development Director Dayna Webb, Public Works Director		

SUBJECT:

Item 7.d. - IGA with Clackamas County related to a land use Condition of Approval

STAFF RECOMMENDATION:

Review and approve an Intergovernmental Agreement between the City and Clackamas County

EXECUTIVE SUMMARY:

On March 2, 2023, the City issued a Staff Report and Decision, GLUA-22-00033, MAS-22-00004, and NROD-22-00020, approving with conditions an application for Detailed Development Plan and Natural Resources Overlay District Review for a new 250,000-square-foot, six-story courthouse building on the Red Soils campus in Oregon City. Condition of approval 47 in this decision requires that the County design and construct capacity improvements at the Highway 213 and Redland Road intersection.

The new courthouse is nearing completion and the County reached out seeking occupancy, although Condition 47 is not satisfied. As a result, the City and County staff have negotiated an intergovernmental agreement (IGA) that would allow issuance of Temporary Occupancy in return for the County posting a letter of credit as a guaranty of performance, along with a series of realistic milestones for seeing this project through. Once the improvements are made, the County can obtain a Final Certificate of Occupancy.

BACKGROUND:

When the County submitted their land use application to construct the new courthouse, they were also required to submit a transportation analysis evaluating the development's impacts on several intersections. The applicant's traffic engineer found that the addition of trips generated by the courthouse at the intersection of Hwy 213/ Redland Road would cause the performance to deteriorate to the point of not meeting applicable performance standards.

Based on these findings and the concurrence of the City's traffic engineer a condition of approval was applied requiring the County to construct improvements that would mitigate negative effects from increased trips. Condition of Approval No. 47 of the Decision requires the County to construct certain capacity improvements at an off-site intersection at Redland Road and Oregon Highway 213 in Oregon City. The Redland/213 Improvements may consist of (i) a third southbound through lane (often referred to as a "triple left") or (ii) alternative intersection capacity improvements to alleviate projected operations deficiencies. Due to their impact on Oregon Highway 213, these improvements require acceptance by

the *Oregon* Department of Transportation (“ODOT”).

City and County staff were aware of a timing issue when this condition of approval was applied. Given that the Hwy 213 is under ODOT's jurisdiction and Redland Road is under the County's jurisdiction yet it is the City's responsibility to manage the congestion, the process to design, permit, and construct the required improvements were anticipated to take longer than the time needed to construct and open the new courthouse. Condition 47, and more specifically subsection (e) was written to acknowledge this timing differential and it provides:

“If the selected capacity improvements are not made prior to issuance of a temporary certificate of occupancy for the new Courthouse, subject to ODOT and City concurrence, the applicant shall provide a performance bond or other form of financial guarantee as may be acceptable to ODOT and the City of Oregon City, for the benefit of ODOT in the amount of the engineered estimated costs of work in the ODOT right-of-way and executed Intergovernmental Agreement (IGA), accepted by ODOT and the City for these requirements. Once in place, this performance bond or financial guarantee shall allow for release of the assurance bond, subject to the overall five-year construction completion deadline as noted above.”

Dealing only with Condition 47, the IGA does not change anything in the land use decision or any obligation imposed through the conditions of approval. Currently, Condition 47 requires improvements to be in place by May 5th, 2028. If adopted, the IGA obligates the County to actively work with ODOT to agree on intersection improvements by December of 2025. The City expects the County to obtain a final land use approval by December of 2027 amending the condition of approval to either remove the requirement altogether pending a new traffic analysis or change the completion deadline to December of 2029. The County has identified a triple left from Redland Road to northbound Hwy 213 as an adequate solution that will meet intersection performance standards. The engineer's estimate for the cost of the triple left improvement is \$2,614,515, which the City has deemed reasonable and will serve as the amount set forth in the performance guaranty. The IGA obligates the City to work with the County in advancing this concept for acceptance by ODOT. It is not clear whether ODOT will accept the triple left improvements. If not, it will be up to the County to identify an alternative solution before December 2027.

A Certificate of Occupancy is required for all buildings or structures that are occupied or used. The Certificate of Occupancy certifies that the building or structure complies with the requirements of the City of Oregon City Municipal Code and the Oregon Structural Specialty Code or Oregon Residential Specialty Code for the intended use and occupancy. Temporary Certificates of Occupancy (TCO) are issued when all fire, life, and safety improvements have been inspected and finalized by the Building Division and most if not all of the conditions of approval are met to the satisfaction of Engineering Development Services and the Planning Division which is the case here.

OPTIONS:

1. Approve this Intergovernmental Agreement with Clackamas County to allow Temporary Occupancy

2. Approve this Intergovernmental Agreement with Clackamas County to allow Temporary Occupancy with Amendments.
3. Deny this Intergovernmental Agreement with Clackamas County to allow Temporary Occupancy and provide further direction.

BUDGET IMPACT:

Amount \$0

Fiscal Year(s):

Funding Source(s):

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY AND THE CITY OF OREGON CITY
REGARDING REDLAND ROAD / OR 213 IMPROVEMENTS
FOR THE COURTHOUSE PROJECT**

THIS AGREEMENT is made and entered into by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as “the County,” and the CITY OF OREGON CITY, a municipal corporation of the State of Oregon, hereinafter referred to as “the City,” both herein referred to individually or collectively as “Party” or “Parties.”

RECITALS

A. ORS 190.003 to 190.030 allow units of local government to enter into an agreement for the performance of any or all functions and activities which such units have authority to perform.

B. On March 2, 2023, the City issued a Staff Report and Decision (the “Decision”) in File Nos. GLUA-22-00033, MAS-22-00004, and NROD-22-00020, approving with conditions an application for Detailed Development Plan and Natural Resources Overlay District Review for a new 250,000-square-foot, six-story courthouse building, new loop road, parking areas, utilities, landscaping, and associated improvements on the Red Soils campus in Oregon City (the “Courthouse Project”).

C. Condition of Approval No. 47 of the Decision (“Condition 47”) requires the County to construct certain capacity improvements at an off-site intersection at Redland Road and Oregon Highway 213 in Oregon City (the “Redland/213 Improvements”). The Redland/213 Improvements may consist of (i) a third southbound through lane or (ii) alternative intersection capacity improvements to alleviate projected operations deficiencies. Due to their impact on Oregon Highway 213, these improvements require acceptance by the Oregon Department of Transportation (“ODOT”).

D. Condition 47(c) requires the County to provide an assurance bond, for the benefit of the City, in the amount of \$1,000,000 prior to issuance of a building permit for the Courthouse Project (the “Assurance Bond”). The County provided the Assurance Bond on March 27, 2024, and the City issued a building permit on April 3, 2024.

E. Condition 47(e) provides:

“If the selected capacity improvements are not made prior to issuance of a temporary certificate of occupancy for the new Courthouse, subject to ODOT and City concurrence, the applicant shall provide a performance bond or other form of financial guarantee as may be acceptable to ODOT and the City of Oregon City, for the benefit of ODOT in the amount of the engineered estimated cost of work in the ODOT right-of-way and executed Intergovernmental Agreement (IGA), accepted by ODOT and the City for these requirements. Once in place, this performance bond or financial guarantee shall allow for release of the assurance

bond, subject to the overall five-year construction completion deadline as noted above.”

TERMS AND CONDITIONS

NOW, THEREFORE, it is agreed by the Parties as follows:

- 1. RECITALS INCORPORATED.** The recitals above are hereby incorporated into the terms of this Agreement by the Parties.
- 2. EFFECTIVE DATE.** This Agreement becomes effective as of the last date of signature by a Party indicated below.
- 3. DURATION OF AGREEMENT.** The term of this Agreement shall expire on December 30, 2029. If the County fails to satisfy the obligations in Section 6 below, then the City’s sole remedy shall be the right to call upon and demand payment under the bond or irrevocable letter of credit contemplated by Condition 47 and discussed in Section 5.4 below (the “bond”). If the City issues a temporary certificate of occupancy under Section 7.2 below, it shall not revoke or refuse to extend the temporary certificate of occupancy based solely on any failure by the County to comply with the terms of this Agreement.
- 4. CONTROLLING OBLIGATIONS.** Nothing in this Agreement shall be interpreted to change or otherwise modify Condition 47 or any other portion of the Decision.
- 5. REDLAND/213 IMPROVEMENTS.**
 - 5.1.** To date, the only alternative identified to address the Redland/213 capacity constraints is the construction of a third left-turn lane from Redland Road onto Oregon Highway 213 (the “Triple Left Alternative”).
 - 5.2.** Attached as Exhibit A is the conceptual plan for the Triple Left Alternative.
 - 5.3.** Attached as Exhibit B is the engineered estimated cost for the Triple Left Alternative.
 - 5.4.** Attached as Exhibit C is the mutually agreed upon draft form for the bond. The County agrees to provide a bond in substantially the same form as Exhibit C, which shall be recorded no later than 10 days after the execution of this Agreement. The bond shall name as beneficiaries the City and ODOT and shall be in the amount of 120% of the engineered estimated cost of the Triple Left Alternative. If ODOT declines to be added as a beneficiary to the bond, the County may omit them from the bond. The bond shall remain in place until either (i) the Redland/213 Improvements are completed and accepted by the City and ODOT, and the County provides a maintenance bond as may be required by ODOT; (ii) the County enters into an intergovernmental agreement with ODOT for ODOT to complete the Redland/213 Improvements, and the County provides an advance payment to ODOT for the engineered estimated cost of completing them; (iii) the Decision is modified to

remove the requirement for completing the Redland/213 Improvements; or (iv) the City has recovered under the bond due to the County failure to meet any of the milestones set forth in this section or the County terminates this Agreement.

- 5.5.** Nothing in this Agreement restricts the Parties from reaching agreement on any other alternative for the Redland/213 Improvements, as contemplated by Condition 47. The obligations in the Decision are the only obligations outstanding that the County must satisfy in order for the City to issue a permanent certificate of occupancy for the Courthouse Project.

6. OBLIGATIONS OF THE COUNTY.

- 6.1.** County staff shall actively, and with all due diligence, work with ODOT staff to obtain concurrence on the Triple Left Alternative and provide quarterly updates to City staff on their progress in this effort, with a final determination no later than December 1, 2025.
- 6.2.** If ODOT does not accept the Triple Left Alternative for the Redland/213 Improvements by December 1, 2025, documented in writing from ODOT, the County may seek alternative solutions, including, but not limited to, alternative designs, alternative funding, changes to the Regional Transportation Plan, changes to the financially constrained project list, and/or removal of the intersection from the financially constrained project list, which must be finally determined on or before December 1, 2027.
- 6.3.** By December 1, 2027, the County shall obtain final land use approval modifying the Decision to either (i) remove the requirement for completing the Redland/213 Improvements or (ii) change the project completion date to December 30, 2029.
- 6.4.** If the City, ODOT, and the County agree on an accepted alternative for the Redland/213 Improvements, the County shall complete the design, permitting, and construction of the Redland/213 Improvements no later than December 30, 2029, unless the Decision and this Agreement are modified, as necessary.

7. OBLIGATIONS OF THE CITY.

- 7.1.** The City agrees to work cooperatively with the County to advance the Triple Left Alternative for acceptance by ODOT.
- 7.2.** Once the County provides the bond, the City shall release the Assurance Bond and issue a temporary certificate of occupancy for the Courthouse Project.
- 7.3.** The City shall issue a final certificate of occupancy upon the earlier of (i) the County satisfying all of its obligations under this Agreement; (ii) the County satisfying all of the conditions of approval in the Decision, including any modifications thereto; or (iii) the City calling upon and receiving payment under the bond.

8. **NOTICE/CONTACTS.** Any notice provided under this Agreement shall be delivered by email or by first class US mail to the individuals identified below. Any communication or notice mailed by first class US mail shall be deemed to be given three days after the date it is sent. Any communication or notice sent by electronic mail is deemed to be received on the date sent, unless the sender receives an automated message or other indication that the email has not been delivered. Either Party may change the Party contact information, or the invoice or payment addresses, by giving prior written notice to the other Party.

Nancy Bush or their designee shall act as liaison for the County.

Contact Information:

2051 Kaen Road
Oregon City, OR 97045

Phone: 503-655-8893

Email: nbush@clackamas.us

Copy to:

County Counsel
2051 Kaen Road
Oregon City, OR 97045

Dayna Webb or their designee shall act as liaison for the City:

Contact Information:

625 Center Street
Oregon City, OR 97045

Phone: 971-204-4633

Email: dwebb@orccity.org

9. GENERAL PROVISIONS.

- 9.1. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it shall be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County, without giving effect to the conflict of law provisions thereof. Any claim between the Parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction

of any court. The City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- 9.2. Compliance with Applicable Law.** The Parties shall comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- 9.3. Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by that Party, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- 9.4. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal, or unenforceable, this Agreement shall nevertheless remain in full force and effect, and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal, or unenforceable shall construe this Agreement without such provision to give effect, to the maximum extent possible, the intentions of the Parties.
- 9.5. Integration, Amendment, and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Decision as it relates to the temporary and final certificates of occupancy for the Courthouse Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless it is in writing and signed by both Parties, and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- 9.6. Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- 9.7. No Third-Party Beneficiary.** The City and the County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

9.8. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

9.9. Survival. All provisions in Sections 9.1, 9.3, 9.4, 9.6, 9.7 and 9.10, shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

9.10. No Attorney Fees. In the event any arbitration, action, or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorney fees and expenses.

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

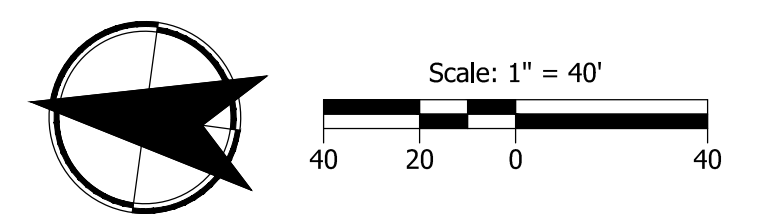
CLACKAMAS COUNTY	CITY OF OREGON CITY
Craig Roberts Chair, Board of County Commissioners	Anthony J. Konkol, III City Manager
Date	Date
Approved as to legal sufficiency:	Approved as to legal sufficiency:
County Counsel	City Attorney

Exhibit A
Concept Plan for Triple Left Alternative

Exhibit B
Engineered Estimated Cost for Triple Left Alternative

Exhibit C
Letter of Credit Form

Preliminary Design Subject to Change
Date: September 24, 2024



HWY 213 & Redland Rd Intersection Improvements

Redland Rd Triple Lefts

Engineers Estimate



Prepared By: Jamestaun Kraupp, PE			Date: January 30, 2025		
Reviewed By: Tony Roos, PE					
This Estimate has a Rating of:			2B (See rating scale guide below.)		
	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	Quantities
MOBILIZATION AND TRAFFIC CONTROL (00200)					
1	Mobilization (00210)	LS	ALL	\$ 123,000.00	\$ 123,000.00
2	Temporary Work Zone Traffic Control, Complete (00225)	LS	ALL	\$ 91,000.00	\$ 91,000.00
3	Erosion Control (00280)	LS	ALL	\$ 40,000.00	\$ 40,000.00
MOBILIZATION AND TRAFFIC CONTROL SUBTOTAL					\$ 254,000
ROADWORK (00300)					
4	Construction Survey Work (00305)	LS	ALL	\$ 60,000.00	\$ 60,000.00
5	Removal of Structures and Obstructions (00310)	LS	ALL	\$ 26,000.00	\$ 26,000.00
6	Clearing and Grubbing (00320)	LS	ALL	\$ 10,000.00	\$ 10,000.00
7	General Excavation (00330)	CY	1,300	\$ 70.00	\$ 91,000.00
8	General Embankment (00330)	CY	125	\$ 150.00	\$ 18,750.00
9	Subgrade Geotextile (00350)	SY	2,000	\$ 2.50	\$ 5,000.00
ROADWORK SUBTOTAL					\$ 210,750
DRAINAGE AND SEWERS (00400)					
10	Stormwater Improvements (Structures, Pipes, WQ Facility)	LS	ALL	\$ 200,000.00	\$ 200,000.00
DRAINAGE AND SEWERS SUBTOTAL					\$ 200,000
BASES (00600)					
11	Cold Plane Pavement Removal, 2-inches Deep (00620)	SY	4,300	\$ 10.00	\$ 43,000.00
12	Aggregate Base (00641)	TONS	1,200	\$ 80.00	\$ 96,000.00
BASES SUBTOTAL					\$ 139,000
WEARING SURFACES (00700)					
13	Level 4, 1/2-Inch Dense ACP, PG 64-22 (00744)	TONS	1,460	\$ 140.00	\$ 204,400.00
WEARING SURFACES SUBTOTAL					\$ 204,400
PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES (00800)					
14	Midwest Guardrail System, Type 2A (00810)	LF	700	\$ 35.00	\$ 24,500.00
15	Guardrail Terminals (00810)	EA	4	\$ 6,900.00	\$ 27,600.00
16	Thermoplastic, Wet Weather, Surface, Non-Profiled (00865)	LF	1,400	\$ 3.50	\$ 4,900.00
17	Pavement Legend, Type C-HS: Arrows (00867)	EA	10	\$ 400.00	\$ 4,000.00
18	Pavement Legend, Type CB-HS: Bicycle Lane Stencil (00867)	EA	2	\$ 375.00	\$ 750.00
19	Pavement Bar, Type C-HS (00867)	SF	260	\$ 25.00	\$ 6,500.00
PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES SUBTOTAL					\$ 68,250
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS (00900)					
20	Sign Support Footings (00920)	CY	1	\$ 6,500.00	\$ 6,500.00
21	Perforated Steel Square Tube Anchor Sign Support (00930)	LB	280	\$ 25.00	\$ 7,000.00
22	Signs, Standard Sheeting, Sheet Aluminum (00940)	SF	100	\$ 55.00	\$ 5,500.00
23	Traffic Signal Modification, Hwy 213 & Redland Rd (00960)	LS	ALL	\$ 250,000.00	\$ 250,000.00
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS SUBTOTAL					\$ 269,000
RIGHT OF WAY DEVELOPMENT (01000)					
24	Permanent Seeding (01030)	ACRE	0.02	\$ 45,000.00	\$ 900.00
RIGHT OF WAY DEVELOPMENT SUBTOTAL					\$ 900
ESTIMATED CONSTRUCTION COSTS					\$ 1,346,300
ENGINEERING SUPPORT					
	Engineering, Design, and Construction Admin	LS	ALL	35%	\$ 471,205.00
	ODOT Staff Management	LS	ALL	\$ 50,000.00	\$ 50,000.00
ESTIMATED ENGINEERING SUPPORT COSTS					\$ 521,205
40% Contingency					\$ 747,010
ESTIMATED PROJECT COSTS					\$ 2,614,515

HWY 213 & Redland Rd Intersection Improvements

Redland Rd Triple Lefts



Engineers Estimate

Prepared By: Jamestaun Kraupp, PE			Date: January 30, 2025		
Reviewed By: Tony Roos, PE					
This Estimate has a Rating of:			2B (See rating scale guide below.)		
ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	Quantities	

Assumptions:

- General Excavation (00330) Assumes the Full Rebuild Area is all Excavated
- Drainage and Sewers Quantities based on a 50% scaled approach based on the OR213: I-205 - Redland Rd O'xing (Oregon City) Plans from 2010. An additional 10% added to the contingency. No Right of Way area was identified for this estimate for a future stormwater facility.
- Assumed 2-inch Grind and Inlay within project limits in its entirety
- Aggregate Base (00641) and Level 4, 1/2-Inch Dense ACP, PG 64-22 (00744) Based on Typical Sections from OR213: I-205 - Redland Rd O'xing (Oregon City) Plans from 2010
- Sign Support Footings (00920), Perforated Steel Square Tube Anchor Sign Support (00930), and Signs, Standard Sheeting, Sheet Aluminum (00940) based on OR213: I-205 - Redland Rd O'xing (Oregon City) Plans from 2010
- There are no known contaminated areas based on documentation and design developed by for the OR213: I-205 - Redland Rd O'xing (Oregon City) plans from 2010.

Scope Accuracy:

Level 1: Project scope well understood and well defined.

Level 2: Project scope conceptual. Scope lacks detail due to potential permit requirements; Unknown project conditions; limited knowledge of external impacts.

Level 3: Project scope is a "vision" with limited detail.

Engineering Effort:

Level A: Preliminary engineering performed. Technical information is available, engineering calculations have been performed; clear understanding of the materials size and quantities needed to execute job. Schedule understood; staff and permitting is fairly clear, (however this element may still need refining). Project Development & Construction Contingencies ranges between 10%-20%.

Level B: Conceptual engineering performed. Technical information is available, rough engineering calculations may have been performed, or similar information from previous similar work is compared and used. Project Development Contingencies ranges between 15% to 25% and Construction Contingencies ranges between 20% to 30%.

Level C: No engineering performed. Educated guesstimating. Limited technical information available and/or analysis performed. Project Development and Construction Contingencies should be selected appropriately by Project Manager. Contingency may range up to 50%.

U.S. BANK NATIONAL ASSOCIATION
GLOBAL TRADE & STANDBY SERVICES, EP-MN-01ID
1200 ENERGY PARK DRIVE
ST. PAUL, MN 55108

SWIFT: USBKUS44
TELEPHONE: 612-303-7395
612-303-7374
FACSIMILE: 612-303-5226

**IRREVOCABLE STANDBY LETTER OF CREDIT
NUMBER SLC10011729**

[ISSUE DATE]

BENEFICIARY:
CITY OF OREGON CITY
625 CENTER STREET
OREGON CITY, OR 97045
ATTN: MATT ZOOK, FINANCE DIRECTO

APPLICANT:
CLACKAMAS COUNTY
2051 KAEN ROAD, SUITE 460
OREGON CITY, OR 97045
ATTENTION: BRIAN NAVA,
CLACKAMAS COUNTY TREASURER

AMOUNT:
USD 3,600,000.00

EXPIRATION DATE:
DECEMBER 30, 2029

FOR INFORMATIONAL PURPOSES ONLY:

THIS LETTER OF CREDIT RELATES TO THE SITE AGREEMENT FOR REDLAND ROAD AND 213 CONSTRUCTION BETWEEN THE BENEFICIARY AND APPLICANT.

AT THE REQUEST AND FOR THE ACCOUNT OF CLACKAMAS COUNTY ("APPLICANT"), WE U.S. BANK NATIONAL ASSOCIATION ("ISSUER") ISSUE THIS STANDBY LETTER OF CREDIT NUMBER SLC10011729 ("STANDBY") IN FAVOR OF CITY OF OREGON CITY ("BENEFICIARY") IN THE MAXIMUM AGGREGATE AMOUNT OF USD 3,600,000.00 (THREE MILLION SIX HUNDRED THOUSAND AND NO/100 U.S. DOLLARS).

ISSUER UNDERTAKES TO BENEFICIARY TO PAY BENEFICIARY'S DEMAND FOR PAYMENT IN THE CURRENCY AND FOR AN AMOUNT AVAILABLE UNDER THIS STANDBY AND IN THE FORM OF THE ANNEXED PAYMENT DEMAND COMPLETED AS INDICATED AND PRESENTED TO ISSUER AT THE FOLLOWING PLACE FOR PRESENTATION: U.S. BANK NATIONAL ASSOCIATION, 1200 ENERGY PARK DRIVE, ST. PAUL, MN 55108, ATTN: GLOBAL TRADE & STANDBY SERVICES, EP-MN-01ID, ON OR BEFORE THE EXPIRATION DATE.

PAYMENT AGAINST A COMPLYING PRESENTATION SHALL BE MADE WITHIN 3 BUSINESS DAYS AFTER PRESENTATION BY WIRE TRANSFER TO A DULY REQUESTED ACCOUNT OF BENEFICIARY. AN ADVICE OF SUCH PAYMENT SHALL BE SENT TO BENEFICIARY'S ABOVE-STATED ADDRESS.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

THIS STANDBY IS EFFECTIVE IMMEDIATELY AND EXPIRES UPON THE EARLIER OF (A) DECEMBER 30, 2029 OR (B) THE DATE ON WHICH THE AMOUNT OF THE STANDBY IS REDUCED TO ZERO BY BENEFICIARY'S DRAWS HEREUNDER, OR (C) THE DATE ON WHICH THE ORIGINAL STANDBY AND AMENDMENTS (IF ANY) HAVE BEEN RETURNED TO ISSUER TOGETHER WITH IRREVOCABLE INSTRUCTIONS FROM BENEFICIARY TO CANCEL THIS STANDBY.

THIS STANDBY IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 (ISP98) (INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590) AND, U.S. BANK NATIONAL ASSOCIATION'S OBLIGATIONS UNDER THIS STANDBY ARE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THE COURTS LOCATED IN THE STATE OF NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY ACTION TO ENFORCE U.S. BANK NATIONAL ASSOCIATION'S OBLIGATIONS UNDER THIS STANDBY.

ISSUER SHALL NOT BE LIABLE FOR ANY DELAY, NON-RETURN OF DOCUMENTS, NON-PAYMENT, OR OTHER ACTION OR INACTION COMPELLED BY A JUDICIAL ORDER OR BY ANY LAW OR REGULATION APPLICABLE TO ISSUER.

U.S. BANK NATIONAL ASSOCIATION

DRAFT
AUTHORIZED SIGNATURE

X
AUTHORIZED SIGNATURE,
CLACKAMAS COUNTY
AS AUTHORIZATION TO ISSUE IN THIS FORM

ANNEXED PAYMENT DEMAND

[INSERT DATE]

TO: U.S. BANK NATIONAL ASSOCIATION
GLOBAL TRADE & STANDBY SERVICES, EP-MN-01ID
1200 ENERGY PARK DRIVE
ST. PAUL, MN 55108

RE: STANDBY LETTER OF CREDIT NO. SLC10011729, DATED [INSERT DATE], ISSUED BY
U.S. BANK NATIONAL ASSOCIATION ("STANDBY")

THE UNDERSIGNED BENEFICIARY DEMANDS PAYMENT OF [INSERT
CURRENCY/AMOUNT] UNDER THE STANDBY.

BENEFICIARY STATES THAT:

"CLACKAMAS COUNTY IS OBLIGATED TO PAY THE BENEFICIARY THE AMOUNT
DEMANDED IN CONNECTION WITH THE AGREEMENT FOR REDLAND ROAD AND 213
CONSTRUCTION BETWEEN THE BENEFICIARY AND APPLICANT."

BENEFICIARY REQUESTS THAT PAYMENT BE MADE BY WIRE TRANSFER TO AN
ACCOUNT OF BENEFICIARY AS FOLLOWS: [INSERT NAME, ADDRESS, AND ROUTING
NUMBER OF BENEFICIARY'S BANK, AND NAME AND NUMBER OF BENEFICIARY'S
ACCOUNT].

[BENEFICIARY'S NAME AND ADDRESS]

BY ITS AUTHORIZED OFFICER:

[INSERT ORIGINAL SIGNATURE]

[INSERT TYPED/PRINTED NAME AND TITLE]



**CITY OF OREGON CITY
CITY COMMISSION REGULAR MEETING
- REVISED
DRAFT MEETING MINUTES**

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, August 21, 2024 at 7:00 PM

EXECUTIVE SESSION

The Executive Session will begin after the adjournment of the City Commission Regular Meeting pursuant to ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor Denyse McGriff convened the meeting at 7:06 P.M.

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

STAFFERS: 9 - City Manager Tony Konkol, Assistant City Manager Alex Rains, Assistant City Recorder Evan Lee, Police Chief Shaun Davis, Community Development Director Aquilla Hurd-Ravich, Senior Planner Christina Robertson-Gardiner, Community Engagement Specialist Hannah Schmidt, Public Works Director John Lewis, City Engineer Dayan Webb

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3.a. National Senior Citizens Day Proclamation

Mayor McGriff read the proclamation declaring August 21, 2024, as National Senior Citizens Day.

3.b. Oregon City Olympian Proclamation

Mayor McGriff read the proclamation declaring August 2024 as Chester Newton Remembrance Month. Mr. Newton was a silver medalist from the 1924 Olympics.

3.c. Oath of Office for new Oregon City Police Officers

Shaun Davis, Police Chief, introduced new Police Sergeant Pilcher and three new officers, Officers Rohde, Shaw, and Lapointe.

Mayor McGriff administered the Oath of Office to these officers.

4. PUBLIC COMMENTS

None.

5. PRESENTATIONS

5.a. Portland General Electric (PGE) Right of Way Pole Mounted Electric Vehicle Charging Stations Pilot Program Presentation

John Lewis, Public Works Director, introduced Adam Reese, Program Manager, and Michael Sannikov, Key Customer Manager, of Portland General Electric (PGE). They gave a presentation on the municipal charging collaboration project. They discussed the problems they were trying to solve, expected outcomes, what a pole charger was, PGE's commitment, how the collaboration worked, municipality responsibilities, example from the city of Milwaukie, locations, and pole selection.

There was discussion regarding what experience PGE had installing these charging stations in historic districts, concerns that the current transportation funding mechanisms state wide did not support the impact of electric vehicles on roadways, how the locations in lower income areas might not be useful, funding for the poles, how operations and maintenance would be provided by PGE, labeling the parking areas, concern about locations in historic districts and areas that already had parking issues, putting EV stations in new developments and at government buildings, and dispersing these more around the City,

Commissioner Marl expressed concern that statewide transportation infrastructure funding structures are not tailored to account for a more electrified fleet. He asked how PGE was funding this program.

Mr. Sannikov said that the initial capital costs were funded by state and federal grants. Only the maintenance and operations costs would be funded by use rates.

The Commission was in favor of moving forward with the EV stations and for PGE to work with staff to better evaluate the locations.

6. ADOPTION OF THE AGENDA

Item 7d was pulled from the consent agenda. The agenda was adopted as amended.

7. CONSENT AGENDA

Motion by Commissioner Mitchell, seconded by Commissioner Smith, to approve the Consent Agenda except for Item 7d. The motion carried by the following vote:

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

NO: None

7.a. Purchase of Bulk Fuel at the Fir Street Fueling Site with CECO, Inc (Carson Oil Company)

7.b. Personal Services Agreement with Harper Houf Peterson Righellis, Inc. for the 2025 OC Roadway Reconstruction Project (PMUF) (CI 24-006)

7.c. Public Improvement Contract with the Saunders Company for the Sanitary Sewer I&I Rehabilitation – Rivercrest Basin Project: Phase 4 (CI 23-009)

7.d. Joint Values and Outcomes for the 2025 State Legislative Transportation Package

Mayor McGriff appreciated the wording changes that had been made to the document.

Motion by Commissioner Marl, seconded by Mayor McGriff, to approve using the City's logo on the Joint

Values and Outcomes for the 2025 State Legislative Transportation Package document. The motion carried by the following vote:

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

NO: None

7.e. Minutes of the March 20, 2024 City Commission

8. PUBLIC HEARINGS

8.a. GLUA-24-00004: AN-24-0001: Annexation and ZC-24-0001: Zone Change, 14389 and 14421 Maplelane Road

Mayor McGriff opened the public hearing.

Carrie Richter, City Attorney, read the hearing statement. She asked if any Commissioner had ex-parte contacts, conflicts of interest, bias, or any other statements to declare. Commissioner Mitchell and Mayor McGriff stated that they had visited the site.

Christina Roberston-Gardiner, Senior Planner, presented the staff report. This was a joint annexation and zone change request for a 2.5 acre property on Maplelane Road. The zone change would be a change from County FU-10 to City R-6. Currently there was no request for development on the site. She discussed the annexation and zone change process, staff summary, criteria for approval, zoning, overlay zones, utility locations, Planning Commission recommendation, options, and requested direction for historic considerations and tree protection.

There was discussion regarding buffer zones and soil stability, density, potential historic resources, and preserving the existing trees.

Graham Newhouse, applicant, and Brad Kilby, representing Mr. Newhouse, said the property had been owned by the Newhouse family since the 1970s. Mr. Newhouse's father was now retired and wanted to make sure the value of the property was increased. They were limited to what development could be done with the current zoning. Regarding the geotechnical issues, they would be limited with the amount of disturbance to the buffer zones and the density would be limited to two units. They had no intention of developing the property now. They would be amenable to R-8 if that was preferable. If the property was developed, they would be subject to the development standards for trees. Regarding historic designation, they did not know if Clackamas County surveyed the property in the past and decided not to designate it at the time. The application was timely and was an orderly and efficient expansion of the City into an area the City had talked about growing into.

Mr. Newhouse then discussed the family's history and the generations living in Oregon City and on the Maplelane property. Three generations have lived on the property. He said there was no historical value because of multiple remodels and additions to the property. They wanted to be good stewards of the property and ensure the value of the property continued to grow over time. Adding the property to the City would maintain the value and attractiveness.

There was no public testimony.

Mayor McGriff closed the public hearing.

There was discussion regarding whether or not to get additional information on the historic significance, zoning of this property and adjacent properties, and how to apply Annexation Factor 11 with regards to trees on the property.

Motion made by Commissioner Marl, seconded by Commissioner Mitchell, to approve the first reading of Ordinance No. 24-1007, approving GLUA-24-00004: AN-24-0001: Annexation and ZC-24-0001: Zone Change, 14389 and 14421 Maplelane Road. The motion carried by the following vote:

YES: Commissioner Smith, Commissioner O'Donnell, Commissioner Marl, and Commissioner Mitchell
NO: Mayor McGriff

9. GENERAL BUSINESS

9.a. Evaluation of Local Street Volume Standards

Aquilla Hurd-Ravich, Community Development Director, said congestion on local streets was a regular topic when reviewing new developments. Staff had been asked to look at potential options for mitigating volume and traffic management. A traffic engineer had been hired to do an analysis on the issue.

Reah Flisakowski, Senior Project Manager with DKS Associates, presented the analysis. She discussed the objectives and a potential solution to adopt a local street maximum daily volume standard for new development applications, technical background on the function of a local street, Oregon City street classifications, and existing strategies for managing volume on local streets. She noted that Oregon City does use all of these elements. She then went on to speak about design guidance, peer community guidance, process, benefits and constraints, long-range consequences, and options. The options included implementing a new volume standard, strengthening the existing code, and strengthening the existing guidelines.

Commissioner Mitchell thought they should investigate this further and reach out to other cities to see how their programs worked. He left the meeting at 9:37 p.m.

There was discussion regarding putting a code in place that required the ability to provide sufficient mobility in catastrophic situations, evacuation and emergency response planning, looking at traffic calming measures, need to address the City-wide issue of through traffic in neighborhoods, and applying some of these measures to existing local streets.

There was consensus for staff to get more information from peer cities about implementation and to investigate traffic calming measures.

The meeting was recessed at 9:56 p.m. and reconvened at 10:01 p.m.

There was consensus for the meeting to go past 10 p.m.

10. COMMUNICATIONS

City Manager –

None

Commissioners

Commissioner Marl spoke about a KGW fact check on a transportation hearing where they claimed one bus could do more damage to roads than 1,200 cars. KGW verified that was correct. They found that doubling a vehicle's weight causes 16 times more damage to roadways. Electric vehicles were heavier than regular vehicles, and this was why he was hesitant to endorse expanding EV charging stations.

Mayor

a. Mayoral Appointments to the Youth Advisory Commission

Mayor McGriff appointed members to the Youth Advisory Commission.

11. ADJOURNMENT

Mayor McGriff adjourned the meeting at 10:05 p.m.

Respectfully submitted,

Jakob S. Wiley, City Recorder
Date Approved: _____



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** March 19, 2025
From: James Graham, Economic Development Manager

SUBJECT:

Item 9.a. - Revision - Adaptive Re-Use Building Rehabilitation Program 2.0

STAFF RECOMMENDATION:

Change the total eligible rehab percentage award for eligible projects from 15% to 50% of total eligible project rehab cost.

EXECUTIVE SUMMARY:

During its February 5, 2025, meeting, the Oregon City Commission gave final approval of the Adaptive Re-Use Building Rehabilitation Program 2.0 including agreeing to fund the program through the General Fund in the amount of \$150,000 for the current fiscal year.

Staff have learned that likely applicants to the initiative felt that the funding from the program for their projects was too small to bother with going through the process. Currently, the Adaptive Re-Use Building Rehabilitation Program 2.0 requires eligible project size to range from a minimum of \$300,000 up to a total of \$1 million. Applicants could only receive \$45,000 for a project with a minimum total of \$300,000 in total eligible rehab costs.

BACKGROUND:

During its February 5, 2025, meeting, the Oregon City Commission gave final approval of the Adaptive Re-Use Building Rehabilitation Program 2.0 including agreeing to fund the program through the General Fund in the amount of \$150,000 for the current fiscal year.

After discussions with several property owners and the Downtown Oregon City Association, staff learned that likely applicants to the initiative felt that the funding from the program for their projects was too small to bother with going through the process. Currently, the Adaptive Re-Use Building Rehabilitation Program 2.0 requires total eligible project size to range from a minimum of \$300,000 up to a total of \$1 million. The program will pay up to 15% of the total eligible rehab project cost. Hence, if a project's total eligible rehab cost is \$300,000, then the forgivable loan to the business concern would be \$45,000.

In that the City Commission really wanted to get the program up and running as soon as possible as well usable, staff recommends a revision to the total eligible rehab cost percentage from 15% to 50%, thereby allowing a project with a minimum of \$300,000 in total eligible rehab cost to receive \$150,000 instead of \$45,000. This would allow for at least one project to be done under the program, which was the City Commission's initial expectation.

OPTIONS:

1. Change the total eligible rehab cost percentage from 15% to 50%.
2. Maintain the current total eligible rehab cost percentage at 15%

BUDGET IMPACT:

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