



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING AGENDA

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, September 3, 2025 at 7:00 PM

Ways to participate in this public meeting:

- Attend in person, location listed above. Please see the public comment guidelines below.
- Attend the livestream of the meeting on the City's YouTube Channel: <https://www.youtube.com/user/CityofOregonCity>
- Register to provide electronic testimony (email recorderteam@orc.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)
- Email recorderteam@orc.org (deadline to submit written public comment via email is 3:00 PM on the day of the meeting)
- Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

- Dr. Tim Cook Month
- Star Trek Day
- Library Card Sign-up Month Proclamation

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

- Resolution No. 25-19, Modifying System Development Charges for Parks and Recreation Facilities
- Resolution No. 25-28, A Resolution Declaring an Emergency and Temporarily Exempting ADA Ramp Construction Activities within the Oregon Department of Transportation Rights-of-Way Located Adjacent to Oregon City Rights-of-Way from Prohibition Against Unlawful Noises
- Resolution No. 25-29, a Resolution Initiating Vacation of Public Right-of-Way Proceedings for Unimproved Right-of-Way Located Between 19530 South Central Point Road and "TRACT B," of the Plat *Ed's Orchard* and Establishing a Public Hearing Date
- Resolution No. 25-30, Modifying the Engineering Fee Schedule
- Revised Library Park Tree Mitigation Plan
- Purchase of Public Works Sewer Division Replacement Vehicle 2025 Ford Econoline Commercial Cutaway E-450 Super Duty CCTV Van
- Personal Services Agreement with Consor North America, Inc. for the 2026 Oregon City Roadway Reconstruction Project (CI 25-003)
- Public Improvement Contract with Landis & Landis Construction, LLC for the McLoughlin Basin Sanitary Sewer I&I Rehab Project 1 (CI 24-005)
- Purchase of one Ventrac 4520P with attachments and one Toro Grandstand Revolution 60"

stand-on electric mower from Turf Star Inc.

- j. 2025-2026 Enhancement Grant Awards (Round 2)

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- a. First Reading of Ordinance No. 25-1010, an Ordinance Adopting Amendments to Oregon City Municipal Code Title 12: Streets, Sidewalks and Public Places
- b. McLoughlin Promenade Follow Up
- c. Second Reading of Ordinance No. 25-1011, An Ordinance of the City of Oregon City Expanding the Eligibility of Youth Advisory Commissioners

10. COMMUNICATIONS

City Manager

- a. Oregon City Employee Deferred Compensation Plan (457b and 401a) Update – Nationwide Retirement Solutions, Inc. to be City’s sole recordkeeper

Commissioners

Mayor

- a. Mayoral Appointments to the Youth Advisory Committee

11. ADJOURNMENT

ORDINANCE NOTICE

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

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair calls your name, proceed to the speaker's table, and state your name and city of residence. Each speaker is given 3 minutes to speak. Representatives of neighborhood associations may be given 5 minutes to speak if requested. As a general practice, the City Commission does not engage in discussion with those making comments. Complaints shall first be addressed at the department level prior to addressing the City Commission. Electronic presentations are permitted but must be delivered to the City Recorder 48 hours in advance of the meeting.

ADA NOTICE

The location is ADA accessible. Hearing devices may be requested from the City Recorder prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder’s Office at 503-657-0891.

Agenda Posted at City Hall, Pioneer Community Center, Library, City Website.

Video Streaming & Broadcasts: The meeting is streamed live on the [Oregon City’s website](#) and available on demand following the meeting. The meeting can be viewed on Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WFMC at 503-650-0275 for a programming schedule.

PROCLAMATION

IN HONOR OF DR. TIM COOK

Whereas, Oregon City is the first incorporated city west of the Missouri River and dates from December 24, 1844; and

Whereas, Clackamas Community College (CCC) was established in 1966 in Oregon City after voters in Clackamas County approved its formation, making it Oregon's eighth community college; and

Whereas, the college began with 93 part-time students at Gladstone High School and quickly moved to a permanent site, breaking ground on the Clairmont Building in Oregon City in 1968; and

Whereas, in 2018, Dr. Cook became the 9th President of Clackamas Community College; and

Whereas, on June 16, 2025, Dr. Cook embarked on an epic journey called *Run for Community College Students (ROCCS)* that lasted 54 days and was a 1,411-mile trek to all 17 community colleges in the State of Oregon; and

Whereas, the purpose of the run was to raise dollars for and awareness of the challenges that community college students have in meeting their basic needs; and

Whereas, Dr. Cook received warm welcomes from all 17 community colleges on his epic journey, and

Whereas, during that journey, Tim racked up an average of 27 miles per day and the equivalent of 53+ marathons; and

Whereas, this epic run would not have been possible without the support of Paddy Cook, the Cook family, the fantastic planning team and crew members, amazing sponsors, 16 community colleges and the entire CCC and Oregon City community; and

Now, Therefore, the City Commission of Oregon City does hereby proclaim:

September 2025

as

Dr. Tim Cook Month

And, we call upon the residents of Oregon City to join the City Commission in acknowledging this selfless epic saga on behalf of all community college students. We thank Dr. Cook on behalf of the citizens of Oregon City for his dedication to service, innovation and unwavering commitment to our community

In Witness Whereof, I have hereunto set my hand this 3rd day of September 2025

Denyse C. McGriff, Mayor

PROCLAMATION Star Trek Day 2025

WHEREAS, in 1964, a freelance writer named Gene Roddenberry created Star Trek; and

WHEREAS, on September 8, 1966, the original series, Star Trek, debuted on NBC; and

WHEREAS, Star Trek followed the voyages of the Starship Enterprise, a space exploration vessel; and

WHEREAS, the mission of the Enterprise was to explore strange new worlds, to seek out new life and new civilizations, and to boldly go where no one has gone before; and

WHEREAS, Star Trek has forever changed the genre of science fiction as we know it; and

WHEREAS, Star Trek featured a multi-ethnic crew; and

WHEREAS, the Star Trek canon includes the original series, nine spin-off television series, and a film franchise; and

WHEREAS, Gene Roddenberry was the first television writer to receive a star on the Hollywood Walk of Fame; and

WHEREAS, Star Trek is noted for its cultural influence beyond the works of science fiction;

NOW, THEREFORE BE IT RESOLVED that the City Commission of Oregon City does hereby proclaim:

September 8, 2025 (Stardate 2509.08)

as

Star Trek Day



And, calls upon the people of Oregon City to join their fellow citizens across the Star Trek universe in recognizing and participating in this special observance. Live Long and Prosper.

In Witness Whereof, I have hereunto set my hand this 3rd day of September 2025.

Denyse C. McGriff, Mayor

PROCLAMATION

Whereas, libraries are foundational to education, imagination, and opportunity, offering everything from early literacy programs to digital tools that support lifelong learning and personal growth; and

Whereas, libraries welcome all people, serving as inclusive and accessible community hubs that connect individuals across cultures, generations, and experiences; and

Whereas, libraries curate collections and design programs that reflect and celebrate the diversity of the communities they serve; and

Whereas, libraries help individuals navigate life's challenges by providing trusted information, digital access, job search support, and connections to essential services; and

Whereas, libraries contribute to thriving local economies by equipping job seekers, entrepreneurs, students, and creators with tools and training to succeed; and

Whereas, library resources help households save money, reduce waste, and make sustainable choices; and

Whereas, a library card opens doors to endless possibilities, from books and technology to lifelong learning and imagination.

Now, Therefore, I, Denyse C. McGriff, Mayor of the City of Oregon City, do proclaim:

September 2025

as

Library Card Sign-up Month in Oregon City

And, encourage all Oregon City residents to sign up for a library card at the Oregon City Public Library and explore the endless possibilities it offers.

In Witness Whereof, I have hereunto set my hand this 3rd day of September 2025.

DENYSE C. MCGRIFF, MAYOR



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 3, 2025
From: Scott Archer, Parks and Recreation Director

SUBJECT:

Item 7.a. - Resolution No. 25-19, Modifying System Development Charges for Parks and Recreation Facilities

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 25-19

EXECUTIVE SUMMARY:

The Parks and Recreation Department contracted with Galardi Rothstein Group on July 6, 2023 to assist in revising our Parks System Development Charges (SDC) Methodology. The draft SDC methodology tables were reviewed by City Commission in two work sessions - October 8, 2024 and February 11, 2025. Following the February 11, 2025 work session, City Commission directed staff to begin the adoption process for the revised Parks SDC Methodology. A public hearing was held June 18, 2025. In accordance with Oregon Revised Statute, the public hearing was noticed 90 days in advance. A copy of the Parks System Development Charges methodology report was made available to the public 60-days in advance of the public hearing. The report was also shared and discussed with the Parks and Recreation Advisory Committee (PRAC) during their regularly scheduled meetings on February 27, 2025 and May 22, 2025. PRAC supported the revised Parks SDC Methodology presented at that time. During the June 18th, 2025 public hearing to consider adoption of the Parks SDC methodology report, City Commission continued this item to July 16, 2025 and directed staff to prepare additional information and options for Commission consideration including:

- Utilize a tiered approach for multi-family housing options, by either bedroom or square footage.
- Explore the impact of the new Recreation and Aquatic Center on the overall SDC costs.

A City Commission work session was held July 16, 2025 prior to the regular City Commission meeting. At the work session, staff presented the additional information and options as directed by Commission. In the regular City Commission meeting on July 16, 2025 the Commission continued the adoption of the Parks SDC methodology to its meeting on August 20, 2025 and directed staff to update the revised methodology to include a tiered approach for multi-family housing based on number of bedrooms per unit as presented by staff, and to retain and leave unchanged the original cost of \$9.1 million for the Recreation and Aquatic Center in the methodology.

On August 20, 2025 the updated draft Parks SDC Methodology was presented to the Commission via Resolution No. 25-19 reflecting the Commission's direction

from the July 16 ,2025 regular meeting. At the August 20, 2025 meeting, the Commission approved Resolution No. 25-19 with amendments. The amendments include changing the amount of the collection for the future Recreation and Aquatic Center from \$9.1 million to \$5 million. The adoption at today's meeting re-approves Resolution No. 25-19 with this amendment from the 8/20/25 Commission approval, as reflected in the updated report titled "Parks System Development Charges" (dated August 25, 2025) attached as Exhibit A.

The updated SDC rates schedule for Residential and Non-residential follows below.

UPDATED SDC Schedule (Table C-1, Methodology Report)

		Impact/ Unit	SDC-in-Lieu of Dedication (Land Acq.)	Parks SDC (Development)	Combined SDC
Residential	Factor ²	Persons/ Dwelling	\$/Dwelling Unit	\$/Dwelling Unit	\$/Dwelling Unit
<i>Single/Middle Housing Average¹</i>		2.68			
<800 SQ FT	70%	1.88	\$3,311	\$4,953	\$8,264
800-1,799 SQ FT	90%	2.41	\$4,257	\$6,368	\$10,625
1,800-2,999 SQ FT	100%	2.68	\$4,730	\$7,076	\$11,806
3,000-3,799 SQ FT	110%	2.95	\$5,203	\$7,783	\$12,986
>3,800 SQ FT	120%	3.22	\$5,676	\$8,491	\$14,167
<i>Manufactured Home in Park</i>		1.78	\$3,142	\$4,700	\$7,841
<i>Multifamily >5 units (Avg.)¹</i>					
0-1 Bedroom	57%	1.01	\$1,791	\$2,679	\$4,469
2 Bedrooms	96%	1.71	\$ 3,016	\$4,512	\$7,528
3+ Bedrooms	133%	2.37	\$ 4,178	\$6,251	\$10,429
Nonresidential		Emp/ KSF³	\$/ 1,000 SQ FT	\$/ 1,000 SQ FT	\$/ 1,000 SQ FT
Manufacturing					
Ag., Fish & Forest Services;		1.69	\$289	\$813	\$1,103
Construction, Mining					
Food & Kindred Products		1.59	\$271	\$762	\$1,033
Textile & Apparel		1.08	\$184	\$516	\$700
Lumber & Wood		1.56	\$267	\$750	\$1,017
Furniture; Clay, Stone & Glass;		1.32	\$225	\$631	\$856
Misc.					
Paper & Allied		0.63	\$107	\$300	\$407
Printing, Publishing & Allied		2.22	\$380	\$1,066	\$1,446
Chemicals, Petroleum, Rubber,		1.39	\$237	\$666	\$904
Leather					
Primary & Fabricated Metals		2.38	\$407	\$1,143	\$1,549
Machinery Equipment		3.33	\$569	\$1,600	\$2,169
Electrical Machinery, Equipment		2.50	\$427	\$1,200	\$1,627
Transportation Equipment		1.43	\$244	\$686	\$930

Transportation and Warehousing	0.30	\$52	\$146	\$198
Communications and Public Utilities	2.17	\$371	\$1,043	\$1,414
Wholesale Trade	0.72	\$123	\$345	\$468
Retail Trade	2.13	\$363	\$1,021	\$1,384
Finance, Insurance & Real Estate	2.70	\$462	\$1,297	\$1,759
Non-Health Services	1.30	\$222	\$623	\$845
Health Services	2.86	\$488	\$1,371	\$1,859
Educational, Social, Membership Services	1.35	\$231	\$648	\$879
Government	1.89	\$322	\$905	\$1,228

BACKGROUND:

The methodology for Parks System Development Charges was last revised in 2000. City Commission set a 2023-2025 Commission Goal to update the Parks System Development Charges methodology in conjunction with the adoption of the recently revised Parks and Recreation Master Plan. Adoption of this resolution will provide Parks and Recreation with financial resources to achieve future development goals as outlined in the report.

OPTIONS:

1. Approve Resolution No. 25-19 Modifying System Development Charges for Parks and Recreation Facilities.
2. Approve Resolution No. 25-19 Modifying System Development Charges for Parks and Recreation Facilities with Amendments.
3. Deny Resolution No. 25-19 Modifying System Development Charges for Parks and Recreation Facilities and provide further direction.

BUDGET IMPACT:

Amount \$

Fiscal Year(s):

Funding Source(s):

RESOLUTION NO. 25-19

A RESOLUTION MODIFYING SYSTEM DEVELOPMENT CHARGES FOR PARKS AND RECREATION FACILITIES

WHEREAS, future growth should contribute its fair share to the cost of improvements and additions to Parks and Recreation facilities that are required to accommodate the needs of such growth, and system development charges provide a source of revenue to fund the construction or improvement of Oregon City's facilities necessitated by growth; and

WHEREAS, ORS 223.297-223.314 adopted in 1989, authorizes local governments to impose system development charges, and Oregon City Code Chapter 13.20 provides for the imposition and modification of system development charges; and

WHEREAS, system development charges are fees for services because they are based upon a development's receipt of services considering the specific nature of the development; and

WHEREAS, system development charges are imposed on the activity of development, not on the land, owner, or property, and, therefore, are not taxes on property or on a property owner as a direct consequence of ownership of property within the meaning of Section 11b; and

WHEREAS, the City Commission approved this resolution with amendments at the August 20, 2025 regular meeting and this adoption includes the changes requested.

NOW, THEREFORE, OREGON CITY RESOLVES the Parks and Recreation System Development Charges are modified as outlined below:

Section 1. This resolution shall take effect on January 1st, 2026 following its adoption by the City Commission.

Section 2. The City adopts the report entitled "Parks System Development Charges" (dated August 25, 2025) attached as Exhibit A, and incorporates herein by this reference the assumptions, conclusions and findings in the report which refer to the determination of anticipated costs of capital improvements required to accommodate growth and the rates for the Parks and Recreation SDC for these capital improvements. This report is hereinafter referred to as "SDC Methodology Report."

Notwithstanding any other provision, the dollar amounts of the SDC set forth in the SDC Methodology Report shall on January 1st of each year be adjusted to account for changes in the costs of acquiring and constructing parks facilities. The adjustment factor shall be based on the change in average market value of undeveloped land in the City, according to the records of the County Tax Assessor, and the change in construction costs according to the Engineering News Record (ENR) Northwest (Seattle, Washington) Construction Cost Index; and shall be determined as follows:

$$\begin{array}{rcl} & \text{Change in Average Market Value} \times 0.50 & \\ + & \text{Change in Construction Cost Index} \times 0.50 & \\ = & \text{Parks System Development Charge Adjustment Factor} & \end{array}$$

The Parks System Development Charge Adjustment Factor shall be used to adjust the Parks System Development Charge, unless it is otherwise adjusted by the City Commission based on adoption of an updated methodology.

An applicant may request an alternative SDC rate calculation if the Applicant believes that the impact on parks and recreation facilities resulting from the New Development is, or will be, less than that contemplated in the SDC Methodology Report and, for that reason, the Applicant's SDC should be lower than that calculated by the City.

If an Applicant believes that the assumptions for the class of structures that includes the New Development are not appropriate for the subject New Development, the Applicant must request an alternative SDC rate calculation, under this Section, no later than the time of application for a Building Permit for the New Development. Alternative SDC rate calculations for occupancy must be based on analysis of occupancy of classes of structures, not on the intended occupancy of a particular New Development. In support of the Alternative SDC Rate request, the Applicant must provide complete and detailed documentation, including verifiable data, analyzed and certified by a suitable and competent professional. The Applicant's supporting documentation must rely upon generally accepted sampling methods, sources of information, cost analysis, demographics, growth projections, and techniques of analysis as a means of supporting the proposed alternative SDC rate. The proposed Alternative SDC Rate calculation shall include an explanation with particularity why the rate established in the SDC Methodology does not accurately reflect the New Development's impact on the City's capital improvements. The City shall apply the Alternative SDC rate if, in the City's opinion, the applicant has met its affirmative burden to demonstrate the following by clear and convincing evidence:

- i. The evidence and assumptions underlying the Alternative SDC rate are reasonable, correct and credible and were gathered and analyzed in compliance with generally accepted principles and methodologies consistent with this Section, and
- ii. The calculation of the proposed Alternative SDC rate was by a generally accepted methodology, and
- iii. The proposed alternative SDC rate better or more realistically reflects the actual impact of the New Development than the rate set forth in the SDC Methodology Report.

If, in the City's opinion, all of the above criteria are not met, the City shall provide to the Applicant (by Certified mail, return receipt requested) a written decision explaining the basis for rejecting the proposed alternative Parks and Recreation SDC Rate.

The City may at any time amend its Parks and Recreation SDC-CIP list as set forth in the SDC Methodology Report to add or remove projects or change the timing, sequence, or cost estimates for projects.

Approved and adopted at a regular meeting of the City Commission held on the 3rd day of September 2025.

DENYSE C. MCGRUFF
Mayor

Attested to this 3rd day of September 2025:

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Attachments:

Exhibit A – Parks System Development Charges Methodology Report



Methodology Report

Parks System Development Charges

August 25, 2025 (with modifications to multifamily charges and Recreation and Aquatic Center costs following April 16, 2025, Draft Report)





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Section 1 - Introduction

1.1 Authorization

The City of Oregon City (City) contracted with Galardi Rothstein Group (GRG) to update its System Development Charge (SDC) methodology and to develop an updated SDC fee schedule and project list. This report presents the results of the SDC update. The methodology was developed in conformance with Oregon Revised Statutes (ORS) 223.297-223.316, standard industry practices, the City's policy objectives and 2023 Parks Master Plan.

1.2 Report Organization

- **Section 1 – Introduction** – This section presents information on the City's SDC project objectives, and the policy and legal framework for the methodology.
- **Section 2 – SDC Cost Basis** – Presents the first element of the SDC methodology: the current and future levels of service used to determine growth capacity needs, and the growth-related costs in aggregate based on the updated SDC project list.
- **Section 3 – SDC Assessment** – Presents the second element of the SDC methodology: information on system-wide unit costs per equivalent population and assumptions of number of persons per development unit.
- **Appendix A – Residential Equivalency** – Determines the equivalency factor for employees relative to residents.

In addition to the methodology, the City will adopt by resolution the following items:

- **Appendix B – SDC Project List** – Provides the list of projects needed to increase park and recreation facility capacity for future growth, that are to be funded with SDC revenue. The list includes the project description, and the estimated cost, timing, and portion of cost eligible for SDC funding.
- **Appendix C – SDC Schedule** – Provides the SDCs by development type and fee structure, based on the methodology and project list presented in this report. Consistent with Oregon law, the fees presented in Appendix C may be adjusted periodically for changes in costs or changes in the project list.

Note: The calculations contained in this report were produced by computer spreadsheets where numbers extend beyond the decimal places shown in the tables presented, so slight variations exist due to rounding. However, these variations are not material.

1.3 Background

System development charges are an important funding source for parks and recreation facility improvements. The City last updated its SDC methodology in 2000. In 2023, following completion of the updated Parks Master Plan, the City initiated an update to the SDC methodology. The primary objectives of the update include:

1. Update the project list and fee schedule to reflect the 2023 Parks Master Plan.
2. Develop scaled residential SDC structures that align with the City's other SDCs for single-family development.
3. Re-structure the SDCs to identify land and development costs separately for integration with the City's land dedication policies.

Oregon legislation (ORS 223.297-ORS 223.316) establishes guidelines for the calculation and administration of SDCs. Within these guidelines, local governments have latitude in selecting approaches that best align with local policy objectives. The updated methodology presented in this report reflects feedback from the City Commission (Commission) obtained through meetings focused on key methodological issues. Specifically, the City held two work sessions with the Commission in October 2024 and February 2025 and presented updates to the Parks and Recreation Advisory Committee.

1.3 Policy Framework

Table 1 summarizes the key policy recommendations that are reflected in the proposed SDC methodology.

Table 1-1 Policy Framework

Policy Issue	Recommendations
Residential SDC Structure	• Implement a 5-tiered SDC structure based on dwelling size (square feet) for single unit & middle housing • Implement a 3-tiered SDC structure based on bedrooms for multifamily >5 units
Nonresidential SDCs	• Exclude neighborhood parks from nonresidential SDCs • Update employment density assumptions by land use to reflect more current regional information
SDC Cost Basis	• Develop separate cost bases for land acquisition and development costs to support development of an SDC-in-Lieu of land dedication fee • Evaluate level of service for regional parks and indoor recreation center based on a 30-year planning period • Fund the growth share of the planned Recreation and Aquatic Center at \$5 million.



1.4 Legal Framework

Oregon Revised Statutes (ORS) 223.297 through 223.316 authorize local governments to assess SDCs for the following types of capital improvements:

- Drainage and flood control (i.e., storm water)
- Water supply, treatment, and distribution
- Wastewater collection, transmission, treatment, and disposal
- Transportation
- Parks and recreation

In addition to specifying the infrastructure systems for which SDCs may be assessed, the SDC legislation provides guidelines on the calculation and modification of SDCs, accounting requirements to track SDC revenues, and adoption of administrative review procedures. Key elements of provisions that pertain to the methodology and project list are summarized below.

1.4.1 SDC Structure

An SDC may include a reimbursement fee, an improvement fee, or a combination of the two.

1.4.1.1 Reimbursement Fee

The reimbursement fee is based on the value of available capacity associated with capital improvements already constructed or under construction. The methodology used to calculate the reimbursement fee must consider the cost of existing facilities, prior contributions by existing users, the value of unused capacity, grants, and other relevant factors. The objective of the reimbursement fee methodology is to require new users to contribute an equitable share of the capital costs of existing facilities.

1.4.1.2 Improvement Fee

The improvement fee is designed to recover the costs of planned capital improvements that add system capacity to serve future users. An increase in system capacity may be established if a capital improvement increases the level of performance or service provided by existing facilities or provides new facilities. The portion of the improvements funded by improvement fees must be related to the need for increased capacity to provide service for future users.

1.4.2 Project List

Local governments are required to prepare a capital improvement program or comparable plan, prior to establishment of an SDC, that includes a list of the improvements that the jurisdiction intends to fund with improvement fee revenues and the estimated timing, cost, and eligible portion of each improvement. The project list may be updated at any time. If an SDC is to be increased by a proposed modification to the list, then required action includes: (1) written notice provided to interested parties at least 30 days prior to adoption of the proposed modification and (2) hold a public hearing on the proposed modification if a request is received in writing up to seven days before the date of the planned adoption.



1.4.3 Credits

A credit must be provided against the improvement fee for the construction of “qualified public improvements.” Qualified public improvements are improvements required as a condition of development approval, identified in the adopted SDC project list, and either (1) not located on or contiguous to the property being developed or (2) located in whole or in part, on or contiguous to, property that is the subject of development approval and required to be built larger or with greater capacity than is necessary for the particular development project to which the improvement fee is related. The City’s parks SDC has been divided into two separate components: 1) In-Lieu-of-Land Dedication SDC, and 2) Park SDC, so that the determination of credits may be evaluated separately for developer constructed improvements and land dedication.

1.4.4 Methodology Review and Notification Requirements

The methodology for establishing or modifying improvement or reimbursement fees must be available for public review prior to adoption. The local government must maintain a list of persons who have made a written request for notification prior to the adoption or amendment of such fees that are resultant of a methodology amendment. The requirements for any changes to the fees that represent a modification to the methodology are: (1) 90-day written notice prior to first public hearing, and (2) SDC methodology made available for review 60 days prior to the public hearing.

Application of one or more cost indices periodically is allowable and is not considered a change in the methodology and is therefore not subject to the above review and notification procedures, provided that the index is published by a recognized agency, independent from the methodology, and incorporated into the methodology or adopted separately by ordinance or resolution. Furthermore, “a change in the costs of materials, labor, or real property as applied to projects or project capacity”¹ in the adopted project list are not considered modifications to the SDC methodology. As such, the local government is not required to adhere to the methodology notification provisions.

1.4.5 Other Provisions

Other provisions of the legislation include:

- Deposit of SDC revenues into dedicated accounts and annual accounting of revenues and expenditures, including a list of the amount spent on each project funded, in whole or in part, by SDC revenues.
- Expenditure of SDCs may include costs of complying with the provisions of the law, including costs of developing SDC methodologies and providing an annual accounting of SDC expenditures.
- Creation of an administrative appeals procedure, in accordance with the legislation, whereby a citizen or other interested party may challenge an expenditure of SDC revenues. Furthermore, in the event a written objection to the calculation of an SDC is received, the

¹ 2017 Oregon Revised Statutes 223.304 (8)(b)(A)



local government must provide information on the right to petition for review pursuant to ORS 34.010, and about any locally adopted administrative review procedures.

Section 2 - SDC Cost Basis

2.1 Introduction

The methodology used to calculate parks SDCs begins with the determination of growth costs (the costs in aggregate associated with meeting the capacity needs of future growth). This section presents the projected future growth needs and the basis for determining the costs that will be recovered from growth through the SDCs ("growth share").

2.2 Planned Level of Service

The City – through adoption of the SDC project list and Parks Master Plan -- is planning for the development of the parks system consistent with the community's desired LOS. The planned LOS for a particular park or facility type is defined by the equation below:

$$\frac{\text{Existing } Q + \text{Planned } Q}{\text{Future Population Served}} = \text{Planned LOS}$$

Where:

- Q = quantity (acres of parks or square feet of indoor facility space), and
- Future Population Served = projected "equivalent population"

2.2.1 Population and Equivalent Population

Park capacity is measured by the number of people served – both resident population and nonresident employees. Table 2-1 provides population and employment data derived from United States census and the Parks Master Plan under two time periods: 1) 20-year, and 2) 30-year.

Table 2-1 Population and Employment Data

Item	2022	2042	2052	20-Year Growth	30-Year Growth
Employment ¹	15,711	19,501	22,098	3,790	6,387
Population ²	37,967	47,127	53,401	9,160	15,434

¹U.S. Census 2021 On the Map Inflow Outflow analysis

² 2023 Parks Master Plan

The concept of *equivalent population* is used to recognize different utilization levels of parks by the general population (to estimate residential development needs) and employees (to estimate nonresidential development needs). Employees are assumed to have an equivalency factor significantly less than residents (0.23 as shown in Table 2-2), owing to the limited number of



hours available outside of work for park use. Appendix A provides data and assumptions used to calculate the equivalency factor per unit of employment.

Table 2-2 Equivalent Population

	Growth	Equivalency Factors	Residential Equivalents	% Total
20-Year				
Population	9,160	1.00	9,160	91.3%
Employment ¹	3,790	0.23	876	8.7%
Total			10,035	100.0%
30-Year				
Population	15,434	1.00	15,434	91.3%
Employment ¹	6,387	0.23	1,476	8.7%
Total			16,910	100%

¹ Based on hours available for park use and % workers from outside the city as shown in Appendix A.

2.2.2 Current and Future LOS

The following park and facility classifications are included in the SDC analysis:

- Neighborhood Parks
- Community Parks
- Regional/Specialty Parks
- Pocket Parks
- Indoor Recreation Space

Table 2-3 summarizes existing park quantities for each classification for purposes of determining the existing LOS. The LOS for parks is based on acreage, while indoor recreation is based on square feet (SQ FT). The SDC Project List (Appendix B) includes development of both existing undeveloped land and new planned acquisitions. The difference between total future units and total existing units in Table 2-3, are the new units to be acquired. The detailed acquisition and development quantities are shown on the City's SDC project list included in Appendix B.

Table 2-3 Summary of Existing and Planned Parks and Facilities¹

Type	Unit Type	Total Existing Units	Developed Units		Total Future Units
		Existing Units	Planned Units ¹		
Parks					
Neighborhood	Acres	50.4	43.5	30.9	74.4
Community	Acres	99.6	92.7	14.9	107.6
Regional	Acres	25.4	8.5	16.9	25.4
Pocket	Acres	19.7	19.7	0.0	19.7
Indoor Aquatic Space	SQ FT	18,572	18,572	29,175	47,747
Indoor Recreation Space	SQ FT	18,000	18,000	33,725	51,725

¹ Based on SDC Project List (Appendix B); includes existing undeveloped neighborhood and community park acreage



Table 2-4 shows the existing and future developed and total LOS by park type based on the park quantities shown in Table 2-3 and the equivalent population shown in Table 2-2. The SDC Project List identifies planned projects designed to generally maintain (in the case of community and pocket parks) and enhance (in the case of neighborhood and regional parks and indoor recreation centers) the future developed LOS for all park users.

Table 2-4 Existing and Planned Levels of Service (Units per 1,000)

Type	Unit Type	Total Units Equivalent Population (Units/1,000)		Developed Units Equivalent Population (Units/1,000)	
		Existing	Future	Existing	Future
Neighborhood	Acres	1.21	1.44	1.05	1.44
Community	Acres	2.39	2.08	2.23	2.08
Regional/Specialty ¹	Acres	0.61	0.43	0.20	0.43
Pocket	Acres	0.47	0.38	0.47	0.38
Indoor Aquatic Space ¹	SQ FT	446	816	446	816
Indoor Recreation Facilities ¹	SQ FT	433	884	433	884

¹ Based on 30-year equivalent population

2.2.3 Implications for SDC Cost Basis

The LOS analysis provides a basis for determining the capacity needs of growth by park type to determine an equitable share of project list costs for purposes of development the SDC unit costs. Table 2-5 (next page) shows the development and acquisition park, and facility units needed for growth based on the planned LOS by park type (Table 2-4) and the growth in equivalent population (Table 2-2).

Table 2-5 also shows the quantity of existing City-owned land that will help meet future LOS standards, and the quantity of new land that must be developed to fully realize future LOS standards. For purposes of the capacity analysis, existing development needs are assumed to be met first from the existing inventory of parks and facilities; any additional need resulting from a planned increase in the LOS is met through a portion of the project list improvements.

Project list costs are allocated to growth and existing development in proportion to the quantity of new units needed. As shown in Table 2-5, 100 percent of project list acquisition and development costs for new community parks are needed for growth. Park and facility development projects for other categories help the City achieve a LOS standard that is higher than the existing LOS (as shown in Table 2-4); therefore, a portion of project costs are allocated to existing development also.



Table 2-5 Capacity Needs

Type	Unit Type	Total Units Needed ¹	Units from Existing Inventory ²	Units from Project List ³	Project List Allocation (%) ⁴
Development		Future Growth			
Neighborhood	Acres	14.5	--	14.5	47%
Community	Acres	20.9	6.0	14.9	100%
Pocket	Acres	3.8	3.8	--	--
Regional	Acres	7.3	--	7.3	43%
Indoor Aquatic	SQ FT	13,800	--	13,800	47%
Indoor Recreation	SQ FT	14,950	--	14,950	44%
		Existing Development			
Neighborhood	Acres	59.9	43.5	16.4	53%
Community	Acres	86.7	86.7	--	0%
Pocket	Acres	15.8	15.8	--	0%
Regional	Acres	18.1	8.5	9.6	57%
Indoor Aquatic	SQ FT	33,947	18,572	15,375	53%
Indoor Recreation	SQ FT	36,775	18,000	18,885	56%
Acquisition		Future Growth			
Neighborhood	Acres	14.5	--	14.5	60%
Community	Acres	20.9	12.9	8.0	100%
Regional	Acres	7.3	7.3	--	--
		Existing Development			
Neighborhood	Acres	59.9	50.4	9.5	40%
Community	Acres	86.7	86.7	0.0	0%
Regional	Acres	18.1	18.1	--	--

¹ Future LOS (Table 2-4) x Equivalent Population/1,000 (Table 2-2).

² Existing inventory (from Table 2-3) assumed to first meets needs of existing development; any excess capacity available to meet growth needs.

³ Total need, less units from existing inventory.

⁴Equal to number of units needed from project list divided by total project list additional units (Table 2-3).

2.3 Improvement Fee Cost Basis

Table 2-6 (next page) summarizes the improvement SDC cost basis by park and facility type. The portion of project-specific acquisition and development costs included in the cost basis reflects the growth allocation percentages shown in Table 2-5 and the list of projects shown in Appendix B. As discussed in Section 1, the current policy recommendations include a \$5 million funding level for Indoor Recreation and Aquatic Center development costs through the SDCs.



Table 2-6 SDC Cost Basis by Park Type

Type	Cost Basis (30-year)	Cost Basis (20-year)		Total Cost Basis
		Acquisition	Development	
Improvement Fee¹				
Neighborhood	--	\$9,395,422	\$5,500,197	\$14,895,619
Community	--	\$5,702,949	\$6,825,061	\$12,528,009
Regional /Specialty	\$6,312,703	--	--	\$6,312,703
Pocket Indoor Aquatic/Rec Space	--	--	\$320,422	\$320,422
	\$5,000,000	--		\$5,000,000
Improvement Fee	\$11,312,703	\$15,098,371	\$12,325,257	\$39,056,753
Reimbursement Fee²				
Pocket Parks	--	--		\$3,115,544
Community Parks	--	\$1,715,237	\$2,896,788	\$4,612,026
Regional/Specialty	\$99,718	--	--	\$99,718
Subtotal Reimbursement	\$99,718	\$1,715,237	\$2,896,788	\$7,827,288
Combined Imp & Reimb.	\$11,412,421	\$1,715,237	\$15,222,046	\$46,884,041
Est. Compliance Cost	--	--	--	\$539,169
Total SDC Cost Basis	\$11,412,421			\$47,423,210

¹Costs from Project List in Appendix B

²Costs from City of Oregon City fixed asset report. Community parks based on land acquisition and improvements for a portion of Tyrone S. Woods and Wesley Lynn parks. Pocket parks include past improvements at Canemah Neighborhood Children's Park and Jon Storm park. Regional/specialty park land value based on average commercial cost per acre.

2.4 Reimbursement Fee Cost Basis

As shown in Table 2-5, growth's capacity needs will be met in part by existing parks and facilities, including: 1) prior acquisition of parkland that will be developed by the City during the SDC planning period, and 2) prior development of parks and facilities that will meet capacity need for growth through existing available capacity. The reimbursement fee cost basis is summarized in Table 2-6.

2.5 Compliance Costs

Local governments may spend SDCs on the costs of complying with the SDC statutes. Compliance costs include costs related to developing the SDC methodology and project list, as well as annual accounting, budgeting, and legal costs. Table 2-7 shows the calculation of the estimated compliance costs based on a SDC planning period.

**Table 2-7 SDC Compliance Costs**

Component	Total Costs ¹	Growth		\$/Equivalent Person
		%	\$	
Master Plan	\$550,000	35%	\$179,169	\$17.85
Accounting, Budgeting, Legal	\$200,000	100%	\$200,000	\$19.93
SDC Methodology Update	\$160,000	100%	\$160,000	\$15.94
Total	\$910,000		\$539,169	\$53.73

¹20-Year planning period



Section 3 - SDC Assessment

3.1 Introduction

Once the aggregate growth costs have been determined, the next step in the methodology is to determine how the SDCs will be assessed to individual developments. The SDC for each development is based on the unit cost per person and the number of people attributable to the development. This section presents the unit costs, and the estimated people per unit for different development types.

3.2 Unit Costs (\$/Person)

The unit costs are shown below in Table 3-1. City-wide growth costs (from Table 2-6) for all park and facility types except neighborhood parks, are allocated between residential and nonresidential development based on each group's share of future equivalent population (from Table 2-2). The growth in population and employees (from Table 2-1) are then divided into the residential and nonresidential share of growth costs, respectively to determine the costs per unit, which are shown in Table 3-1, inclusive of compliance costs per unit from Table 2-7.

Table 3-1 SDC Unit Cost Calculation

	Growth Costs		Growth Units	\$/Unit		Total w/Compliance
	Acquis.	Develop.		Acquis.	Develop.	
20-Year Costs						
Improvement Fee						
Growth Costs						
Residential	\$14,600,664	\$12,022,079	9,160	\$1,594	\$1,313	--
Nonresidential	\$497,707	\$623,600	3,790	\$131	\$165	--
Total	\$15,098,371	\$12,645,679				
Reimbursement Fee						
Growth Costs						
Residential	\$1,565,545	\$5,487,625	9,160	\$171	\$599	--
Nonresidential	\$149,692	\$524,707	3,790	\$39	\$138	--
Total	\$1,715,237	\$6,012,333				
30-Year Costs						
Improvement Fee						
Growth Costs						
Residential		\$10,325,423	15,434	\$0	\$669	--
Nonresidential		\$987,281	6,387	\$0	\$155	--
Total	\$0	\$11,312,703				
Reimbursement Fee						
Growth Costs						
Residential	--	\$91,016	15,434	\$0	\$6	--
Nonresidential	--	\$8,703	6,387	\$0	\$1	--
Total	\$0	\$99,718				
Total Costs	\$16,813,608	\$30,070,433				\$47,423,210
Residential				\$1,765	\$2,587	\$4,405
Nonresidential				\$171	\$458.90	\$651



3.3 Residential Development Occupancy Assumptions

Park SDCs are assessed to residential developments based on the number of dwelling units and the estimated occupancy per dwelling. The City's current SDC is assessed uniformly to each *type* of dwelling unit (i.e., single family, multifamily), regardless of size. Updated occupancy estimates and SDC structures for each type of dwelling are discussed below.

3.3.1 Single-Family Residential and Middle Housing

As discussed previously, a key policy recommendation in the SDC update process was the development of a scaled or tiered SDC structure for single-family residential and middle housing development. The specific tier breakpoints and occupancy factors shown in Table 3-2 below reflect the SDC methodology adopted by the Water Environment Services. For purposes of the parks SDCs, the occupancy factors are applied to the average people per dwelling unit for structures with one (1) to four (4) units, based on American Community Survey data for Oregon City.

Table 3-2 Single-Family/Middle Housing Dwelling Unit Occupancy

Category	Avg. People per Dwelling Unit	Occupancy Factor ²
Single/Middle Housing Average ¹	2.68	
5-Tier Structure		
<800 SQ FT	1.88	70%
800-1,799 SQ FT	2.41	90%
1,800-2,999 SQ FT	2.68	100%
3,000-3,799 SQ FT	2.95	110%
>3,800 SQ FT	3.22	120%

¹ Source: 2022 American Community Survey 5-Year average

² Scaling factors reflect Water Environment Services SDCs. Includes manufactured homes not in a park.

3.3.2 Multifamily Residential

U.S. Census data were also used to estimate occupancy for all multifamily residential dwelling units (defined as structures with five or more units) which, as shown in Table 3-3, averages 1.78 persons per dwelling unit. Data on persons per household by structure size (as measured by number of units in structure) and bedroom counts were then used to develop scaling factors for the three bedroom categories shown in Table 3-3. Data used for the analysis are from the American Community Survey (ACS) Public Use Microdata Sample (PUMS) for Clackamas County (Northwest) that includes Oregon City, Gladstone and Oak Grove. Because the PUMS data is a sample of households that include Gladstone and Oak Grove, the persons per household for each bedroom category relative to that of the average for the same sample is used to determine the occupancy factor by tier. The average persons per household shown for each tier in Table 3-3 is the result of applying the occupancy factor to the 1.78 average persons per household for Oregon City multifamily housing specifically.

**Table 3-3 Multifamily Dwelling Unit Occupancy**

Category	Occupancy Factor ²	Avg. People per Dwelling Unit
Multifamily Dwelling (Avg.) ¹		1.78
0-1 Bedroom	57%	1.01
2 Bedrooms	96%	1.71
3 or More Bedrooms	133%	2.37

¹ 2022 American Community Survey (ACS) 5-Year average. Includes manufactured homes in parks.

² Based on data from 2020 ACS Public Use Microdata Sample (PUMS) for Clackamas County (Northwest).

3.4 Nonresidential Development

Employees working in the City use the parks and recreation system. For this reason, the parks SDC is assessed on all nonresidential development types (industrial, commercial, office use, institutional, etc.) based on estimated number of employees as estimated from regional employee density (number of employees per SQ FT of building space) estimates by land use category. Employee density assumptions are shown in Table C-1 (Appendix C) based on regional planning studies.

3.5 SDC Schedule

The SDC for each development type is determined by multiplying the total cost per person from Table 3-1 by the average number of people per unit for each development type. Table C-1 in Appendix C includes the updated SDCs and occupancy assumptions for each category.

3.4.1 Inflationary Adjustments

As allowed by Oregon law, the City may periodically update the SDCs by resolution based on application of one or more cost indices. The City may make future changes to the inflationary adjustment process, assumptions and cost indices through adoption of a separate Board resolution.



Appendix A - Residential Equivalency

Introduction

Nonresidential development creates demand for parks through employees (living inside or outside the City) that use parks in conjunction with commuting, lunch or other breaks during the workday, company picnics, or other activities, and through overnight visitors that come to the area to recreate or otherwise participate in park-related activities in conjunction with their visit.

While the notion of a nexus between nonresidential development and park system capacity needs is accepted broadly, specific assumptions of how much park usage may be attributable to nonresidential development relative to residential development vary across jurisdictions and often reflect local policy considerations. The impact on parks from employees relative to residents is referred to as the “residential equivalency.”

Hours of Opportunity Model

The City’s SDC methodology determines the residential equivalency for employees based on an “hours of opportunity” model. This approach establishes estimated park usage based on the number of hours different types of users have available during the day to visit parks. It assumes that employees have opportunities to use parks during the weekdays for a limited time (generally before or after work, and during breaks). In comparison, residents are assumed to have potential use of parks during non-work or school hours (for employed adults or school age children), or throughout the day (in the case of residents who are unemployed or otherwise not in the work force). Nonresident employees are generally assumed to have the lowest potential park use opportunity due to the need to travel from outside the service area.

Table A-1 provides detailed assumptions related to the hours of park use available to resident and nonresident groups. The assumptions shown in the table are like those used by many other agencies in Oregon. The calculated residential equivalency factors from an hours of opportunity approach vary based on the demographics of the specific service area, and whether the nonresidential development impact is assumed to include park usage from both workers living inside the service City and outside, or just outside the area (as in the case of the City’s SDC methodology).



Table A-1 Weighted Average Park Availability Hours by Class

Season/Period	Residents				
	Not-Employed Adult	Kids (5-17)	Employed Inside	Employed Outside	Non-Resident Employee
Summer (Jun-Sep)					
Weekday					
Before Work			1		1
Breaks			1		1
After Work			2		2
Other Leisure	12	12	2	2	0
Subtotal	12	12	6	2	4
Weekend					
Leisure	12	12	12	12	0
Subtotal	12	12	12	12	0
Hours/Day	12.00	12.00	7.71	4.86	2.86
Spring/Fall (Apr/May, Oct/Nov)					
Weekday					
Before Work			0.5		0.5
Breaks			1		1
After Work			1		1
Other Leisure	10	4	2	2	0
Subtotal	10	4	4.5	2	2.5
Weekend					
Leisure	10	10	10	10	0
Subtotal	10	10	10	10	0
Hours/Day	10.00	5.71	6.07	4.29	1.79
Winter (Dec-Mar)					
Weekday					
Before Work			0.5		0.5
Breaks			1		1
After Work			0.5		0.5
Other Leisure	8	2	1	1	0
Subtotal	8	2	3	1	2
Weekend					
Leisure	8	8	8	8	0
Subtotal	8	8	8	8	0
Hours/Day	8.00	3.71	4.43	3.00	1.43
Annual Average					
Weighted Hours	10.00	7.14	6.07	4.05	2.02

Application of Model to Oregon City Demographic Data

Table A-2 provides the demographic data used to determine the seasonally weighted average number of hours available for park use per person per day for residents (7.51) and nonresident employees (2.02).



Table A-2 Estimation of Potential Park Use

Category	Persons ¹	Avg. Hours Per person/day	Person Hours/Day
Residents			
Kids (5-17)	6,048	7.14	43,185
Non-Employed Adults	11,099	10.00	110,979
Employed Adults			
Work in City	2,240	6.07	13,597
Work out of City	15,440	6.07	93,730
Subtotal	34,827	7.51	261,491
Nonresidents			
Employed Adults	13,471	2.02	27,257

¹U.S. Census 5Y 2022 DP03, DP05, and On the Map Inflow Outflow analysis

Table A-3 shows the calculation of the residential equivalency per employee based on the assumptions in Table A-1 and A-2, and). The residential equivalency of 0.231 is the product of the nonresident employee usage factor ($2.02/7.51 = 0.27$) and the portion of employees that work in the area but live outside (86 percent).

Table A-3 Residential Equivalency per Employee

Category	Value	Factor
Average Hours/person/day		
Resident weighted average	7.51	
Nonresident employee	2.02	0.27
Employees working in Oregon City ¹		
Living inside area	2,240	
Living outside area	13,471	0.86
Total	15,711	
Residential Equivalency per Employee (0.27 X 0.86) =		0.231

¹U.S. Census 2021 On the Map Inflow Outflow analysis

Appendix B - Project List

Table B-1 Parks & Recreation SDC Project List (000's)

			Land Acquisition Cost	Development Cost	Total Cost	New Capacity Units	Growth Development \$	Growth Acquisition \$	Total Growth Share	Total Growth \$
Project	SDC Classification	Timing								
Existing Park Development										
Clairmont Way	Neighborhood	3-5 years		\$1,594	\$1,594	-	\$747	\$0	47%	\$747
Tyrone S Woods - Phase 2	Community	1-2 years		\$2,750	\$2,750	2.60	\$2,750	\$0	100%	\$2,750
Wesley Lynn - Phase 2	Community	3-5 years		\$1,418	\$1,418	4.27	\$1,418	\$0	100%	\$1,418
Park Place Park - Phase 2	Neighborhood	1-2 years		\$1,700	\$1,700	2.05	\$797	\$0	47%	\$797
Subtotal Existing Parks				\$7,462	\$7,462	8.92	\$5,712	\$0	77%	\$5,712
New Land Acq. & Development										
Park Place Concept Area	Community	5-7 years	\$5,200	\$2,657	\$7,857	8.00	\$2,657	\$5,200	100%	\$7,857
Park Place Concept Area (New)	Neighborhood		\$1,950	\$996	\$2,946	3.00	\$467	\$1,174	56%	\$1,641
Thimble Creek Concept Area	Neighborhood	5-7 years	\$6,500	\$3,321	\$9,821	10.00	\$1,556	\$3,915	56%	\$5,471
Meyers Road Area	Neighborhood	8+ years	\$3,900	\$1,993	\$5,893	6.00	\$934	\$2,349	56%	\$3,283
Partlow Road Area	Neighborhood	8+ years	\$3,250	\$1,661	\$4,911	5.00	\$778	\$1,957	56%	\$2,735
Subtotal New Parks			\$20,800	\$10,628	\$31,428	32.00	\$6,392	\$14,595	67%	\$20,987
Existing Park Upgrades	Varies	1-10 years		\$6,286	\$6,286		\$1,045	\$0	17%	\$1,045
Clackamette Park Master Plan										
Park development	Regional	5-10 years		\$12,068	\$12,068		\$5,243	\$0	43%	\$5,243
Boat ramp Upgrade		5-10 years		\$1,854	\$1,854		\$434	\$0	23%	\$434
RV Park Relocation and Development		5-10 years		\$1,545	\$1,545		\$0	\$0	0%	\$0
Subtotal Clackamette Park			\$0	\$15,467	\$15,467		\$5,676	\$0	37%	\$5,676
New Pool & Recreation Center	Indoor Facilities	5-10 years		\$40,000	\$40,000		\$5,000	\$0	13%	\$5,000
End of the Oregon Trail Redevelopment ¹	Regional	5-10 years		\$1,465	\$1,465		\$636	\$0	43%	\$636
Total Project List			\$20,800	\$81,308	\$102,108		\$24,461	\$14,595	38%	\$39,057
¹ Improvement costs limited to development of park land (no improvements to facility)										

Appendix C - SDC Schedule

Table C-1 SDC Schedule

		Impact/ Unit	SDC-in-Lieu of Dedication (Land Acq.)	Parks SDC (Development)	Combined SDC
Residential	Factor ²	Persons/ Dwelling	\$/Dwelling Unit	\$/Dwelling Unit	\$/Dwelling Unit
<i>Single/Middle Housing Average¹</i>		2.68			
<800 SQ FT	70%	1.88	\$3,311	\$4,953	\$8,264
800-1,799 SQ FT	90%	2.41	\$4,257	\$6,368	\$10,625
1,800-2,999 SQ FT	100%	2.68	\$4,730	\$7,076	\$11,806
3,000-3,799 SQ FT	110%	2.95	\$5,203	\$7,783	\$12,986
>3,800 SQ FT	120%	3.22	\$5,676	\$8,491	\$14,167
<i>Manufactured Home in Park</i>		1.78	3,142	\$4,700	\$7,841
<i>Multifamily >5 units (Avg.)¹</i>					
0-1 Bedroom	57%	1.01	1,791	\$2,679	\$4,469
2 Bedrooms	96%	1.71	3,016	\$4,512	\$7,528
3+ Bedrooms	133%	2.37	4,178	\$6,251	\$10,429
Nonresidential		Emp/ KSF ³	\$/ 1,000 SQ FT	\$/ 1,000 SQ FT	\$/ 1,000 SQ FT
Manufacturing					
Ag., Fish & Forest Services;					
Construction, Mining		1.69	\$289	\$813	\$1,103
Food & Kindred Products		1.59	\$271	\$762	\$1,033
Textile & Apparel		1.08	\$184	\$516	\$700
Lumber & Wood		1.56	\$267	\$750	\$1,017
Furniture; Clay, Stone & Glass; Misc.		1.32	\$225	\$631	\$856
Paper & Allied		0.63	\$107	\$300	\$407
Printing, Publishing & Allied		2.22	\$380	\$1,066	\$1,446
Chemicals, Petroleum, Rubber, Leather		1.39	\$237	\$666	\$904
Primary & Fabricated Metals		2.38	\$407	\$1,143	\$1,549
Machinery Equipment		3.33	\$569	\$1,600	\$2,169
Electrical Machinery, Equipment		2.50	\$427	\$1,200	\$1,627
Transportation Equipment		1.43	\$244	\$686	\$930
Transportation and Warehousing		0.30	\$52	\$146	\$198
Communications and Public Utilities		2.17	\$371	\$1,043	\$1,414
Wholesale Trade		0.72	\$123	\$345	\$468
Retail Trade		2.13	\$363	\$1,021	\$1,384
Finance, Insurance & Real Estate		2.70	\$462	\$1,297	\$1,759
Non-Health Services		1.30	\$222	\$623	\$845
Health Services		2.86	\$488	\$1,371	\$1,859
Educational, Social, Membership Services		1.35	\$231	\$648	\$879
Government		1.89	\$322	\$905	\$1,228

¹ Source: 2022 American Community Survey 5-Year average

² Single Family scaling factors reflect Water Environment Services SDCs. Multifamily scaling based on 2019-2023 US Census Public Use Microdata Sample (PUMS) for Clackamas County (Northwest).

³ 1999 Metro Emp. Density Study





CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 3, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.b. - Resolution No. 25-28, A Resolution Declaring an Emergency and Temporarily Exempting ADA Ramp Construction Activities within the Oregon Department of Transportation Rights-of-Way Located Adjacent to Oregon City Rights-of-Way from Prohibition Against Unlawful Noises

STAFF RECOMMENDATION:

Approve Resolution No.25-28, Declaring an Emergency and Temporarily Exempting ADA Ramp Construction Activities within the Oregon Department of Transportation Rights-of-Way Located Adjacent to Oregon City Rights-of-Way from Prohibition Against Unlawful Noises.

EXECUTIVE SUMMARY:

The Oregon Department of Transportation (ODOT) is undertaking an ADA ramp construction project located within its rights-of-way, adjacent to Oregon City rights-of-way. Due to the project's traffic control requirements (which would significantly disrupt daytime traffic), ODOT is requesting to perform this work during nighttime hours.

Per Oregon City Municipal Code (OCMC) 9.12.023(E), 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 Saturday; and between 6:00 PM and 9:00 AM on Sunday to be a violation. Because of this, staff is requesting a temporary noise exemption to allow the proposed ADA construction work to proceed at night.

BACKGROUND:

Brown Contracting Inc. has applied for a right-of-way permit for an Oregon Department of Transportation (ODOT) project to install ADA Ramps within ODOT's rights-of-ways, adjacent to Oregon City rights-of-way. Due to the proximity of the project to multiple Oregon City rights-of-way, and the placement of traffic control devices within city limits, the work is expected to impact both roadway usage and noise levels within the City.

Transportation flow is vital to the economic and mobility interests of the City. Construction of these improvements during the day would cause excessive traffic delays and impacts to the community. Staff reviewed the proposed traffic control plan and concluded it was appropriate to require night work for this work due to the traffic volumes throughout the various proposed locations (shown in Exhibit A of Resolution No. 25-28).

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 residentially 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 ADA construction work to occur at night.

This request is for night construction work to be permitted, to successfully complete the ADA improvements. The proposed nightwork needs the working hours to be 9:00 pm to 6:00 am, Monday nights through Friday nights, starting at 9:00 pm September 4th, 2025, through December 31st, 2025, at 6:00 AM.

The proposed work will occur at various locations throughout the City, including:

- McLoughlin Boulevard at Oregon City Shopping Center
- OR99E connection to I-205 NB Entrance/Exit Loop Ramp
- OR99E at 12th, 13th and 14th Streets
- OR213 at Prairie Schooner Way (Clackamas River Drive)
- OR213 at Beavercreek Road

The increased noise and disruption to regular traffic patterns from these construction activities will indirectly impact roads within Oregon City jurisdiction due to the project’s proximity to Oregon City rights-of-way and due to the placement of required traffic control devices within Oregon City rights-of-way.

As a part of the project notification, the contractor will provide written notification (via door hangers, knocking on doors, etc.) to properties located within 300 feet of this project. This public outreach will include contact information for the public to provide concerns regarding noise levels during night work and/or impacts on property during the project, such as utility disruptions, impacts on driveways, etc. Engineering staff work with communications staff to provide public notifications on social media prior to the start of nightwork as well.

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. 25-28, A Resolution Declaring an Emergency and Temporarily Exempting ADA Ramp Construction Activities within the Oregon Department of Transportation Rights-of-Way Located Adjacent to Oregon City Rights-of-Way from Prohibition Against Unlawful Noises.
2. Approve Resolution No. 25-28, A Resolution Declaring an Emergency and Temporarily Exempting ADA Ramp Construction Activities within the Oregon Department of

Transportation Rights-of-Way Located Adjacent to Oregon City Rights-of-Way from Prohibition Against Unlawful Noises with Amendments.

3. Deny Resolution No. 25-28, A Resolution Declaring an Emergency and Temporarily Exempting ADA Ramp Construction Activities within the Oregon Department of Transportation Rights-of-Way Located Adjacent to Oregon City Rights-of-Way from Prohibition Against Unlawful Noises and provide further direction.

BUDGET IMPACT:

Amount	\$0
Fiscal Year(s):	N/A
Funding Source(s):	N/A

RESOLUTION NO. 25-28

A RESOLUTION DECLARING AN EMERGENCY AND TEMPORARILY EXEMPTING ADA RAMP CONSTRUCTION ACTIVITIES WITHIN THE OREGON DEPARTMENT OF TRANSPORTATION RIGHTS-OF-WAY LOCATED ADJACENT TO OREGON CITY RIGHTS-OF-WAY FROM PROHIBITION AGAINST UNLAWFUL NOISES

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

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

WHEREAS, the City would be acting in the best public interest by facilitating the construction of ADA ramps located within Oregon Department of Transportation (ODOT) rights-of-way and adjacent to Oregon City Rights-of-Way, commonly known as McLoughlin Boulevard at Oregon City Shopping Center; OR99E Connection to I-205 NB Entrance/Exit Loop Ramp; OR99E at 12th, 13th and 14th Street; OR213 at Prairie Schooner Way (Clackamas River Drive); and OR213 at Beavercreek, more specifically; and

WHEREAS, the construction of the ADA ramps requires traffic control on state highways adjacent to Oregon City limits and would cause significant impacts to vehicle travel during typical daytime construction hours; 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 Saturday; and between 6:00 PM and 9:00 AM on Sunday to be a violation.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission declares an emergency, limited to the construction of ADA ramps as shown and described in **Exhibit A**, attached and incorporated by these references to this resolution. Consistent with OCMC 2.52.070 and, by this resolution, the Commission declares an emergency between the hours of 9:00 pm and 6:00 am, starting September 4, 2025, at 9:00 pm to December 31st, 2025, at 6:00 AM.

Section 2. Based on the emergency identified above, the City Commission grants the ADA construction activities in ODOT rights-of-way, identified in Exhibit A of this resolution, exemption from Section 9.12.020 of the Oregon City Municipal Code for construction activities associated with the removal of communications antennas 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 impact 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 3rd day of September 2025.

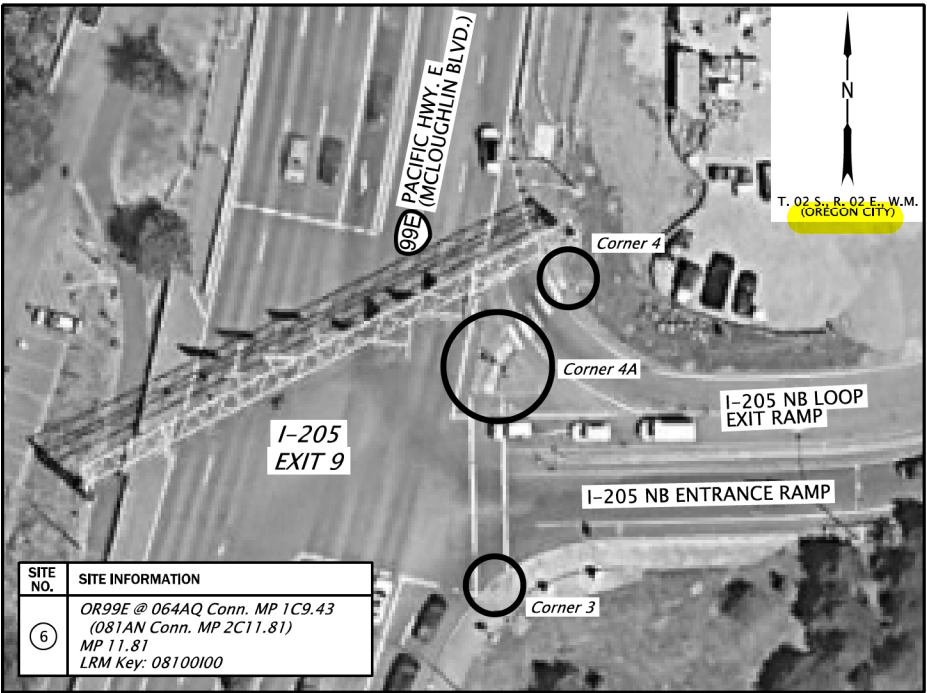
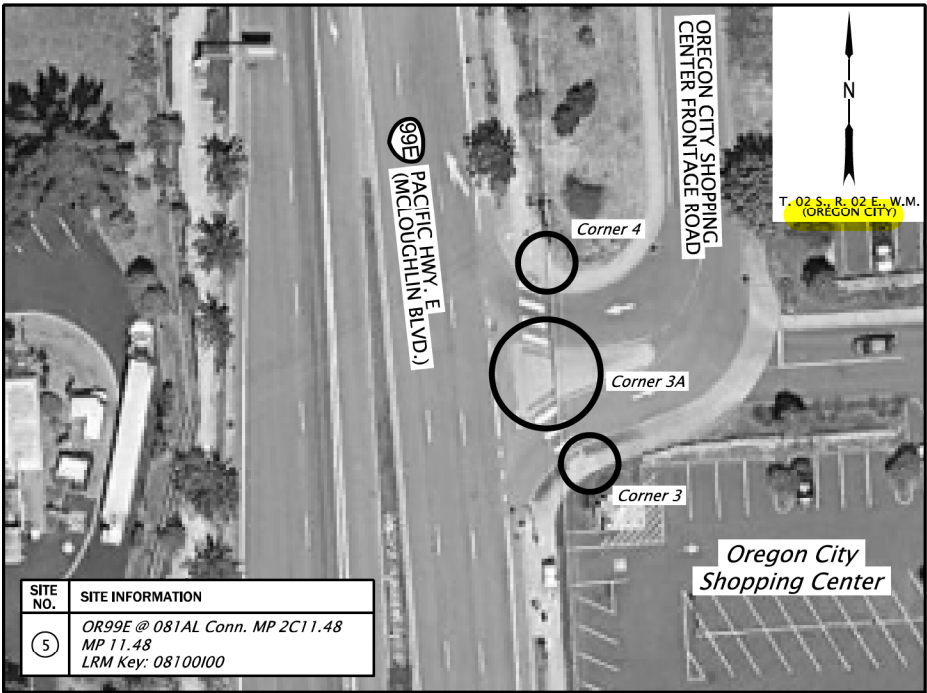
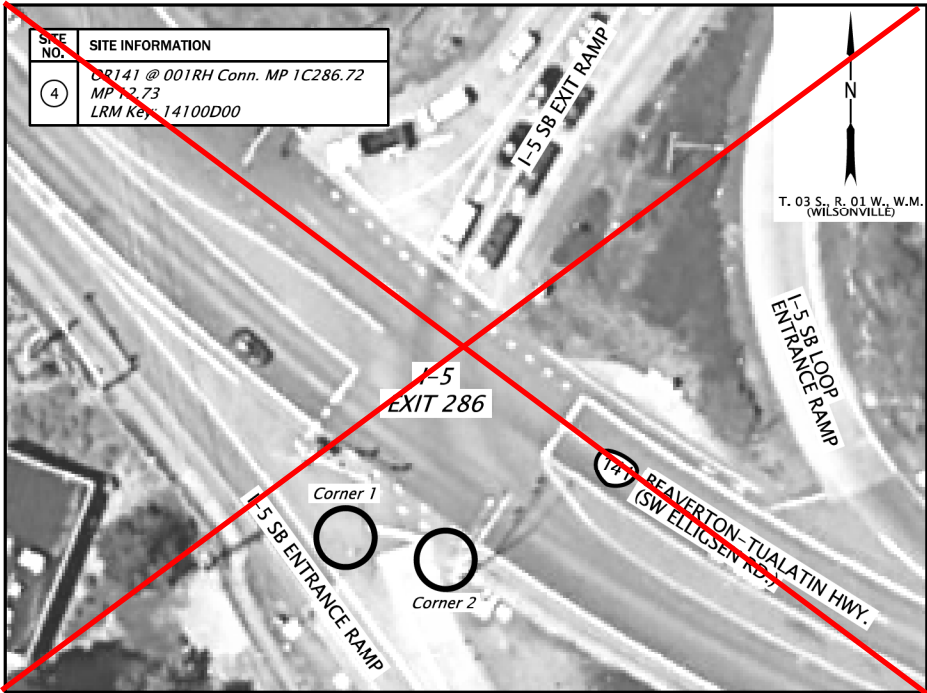
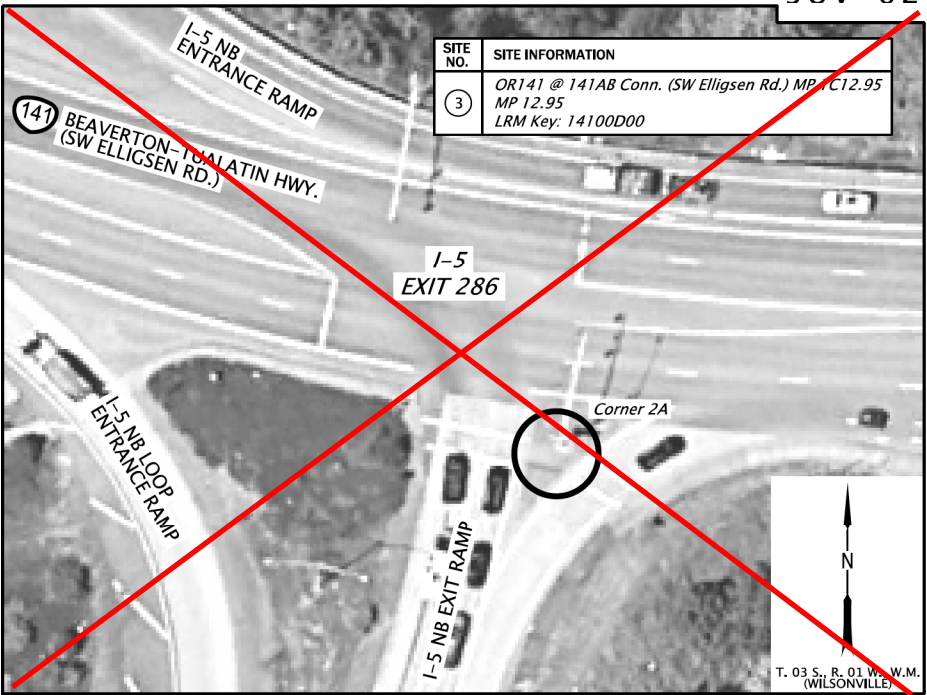
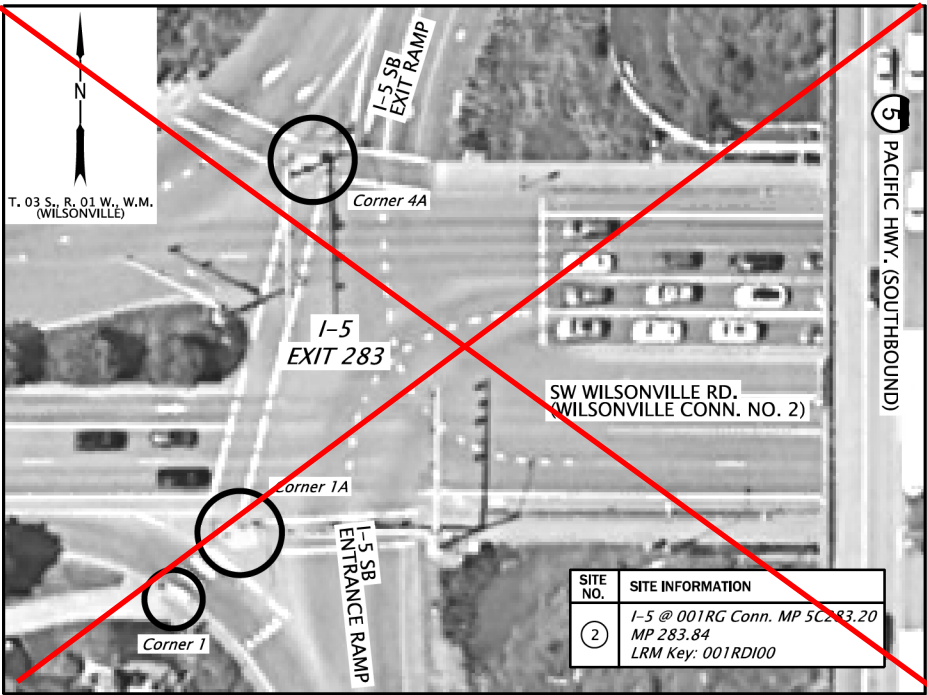
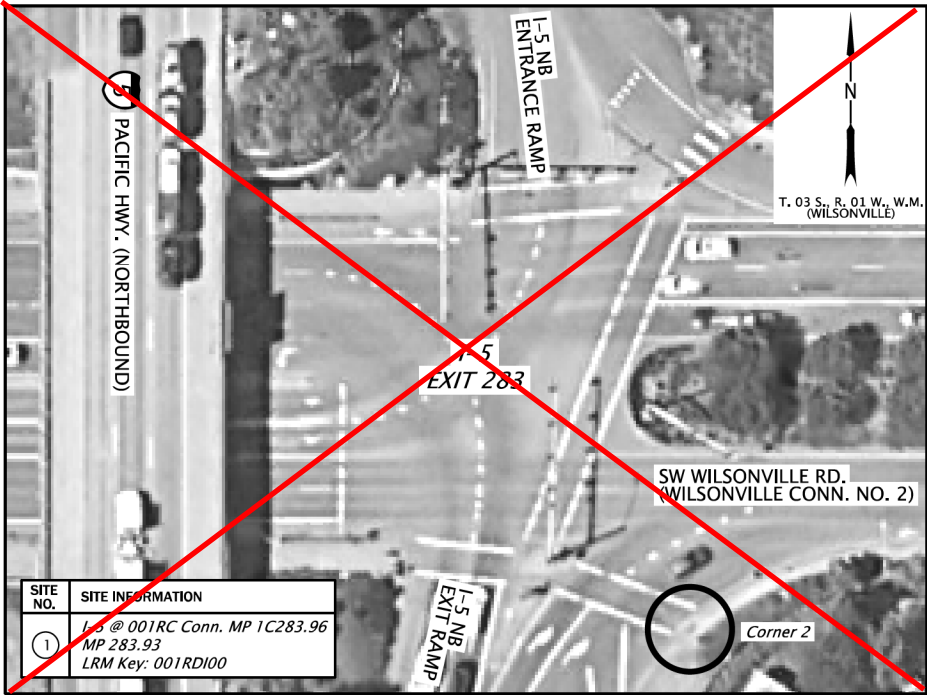
DENYSE C. MCGRIFF
Mayor

Attested to this 3rd day of September 2025:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney



- NOTES:
1. Site layout images are not to scale and are shown for informational purposes only.
 2. Images obtained from Google Earth Pro and utilized in accordance with Terms of Service. (© 2024 Google LLC. All rights reserved)
 3. Street names listed in the "SITE INFORMATION" match the street names in ODOT TransGIS and may differ from signed names in the field. For the purposes of curb ramp inspection reports, the names shown in the plans shall take priority over signed names.



RENEWS: 06-30-2026

FINAL ELECTRONIC DOCUMENT
AVAILABLE UPON REQUEST



**DAVID EVANS
AND ASSOCIATES INC.**
5121 Skyline Village Loop S, Suite 200
Salem Oregon 97306
Phone: 503.361.8635

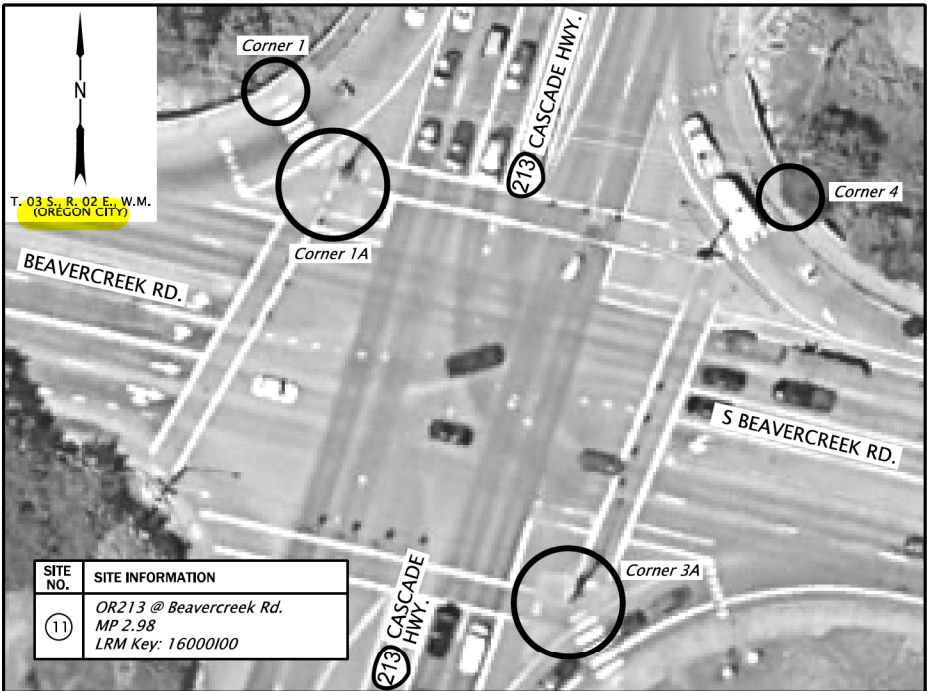
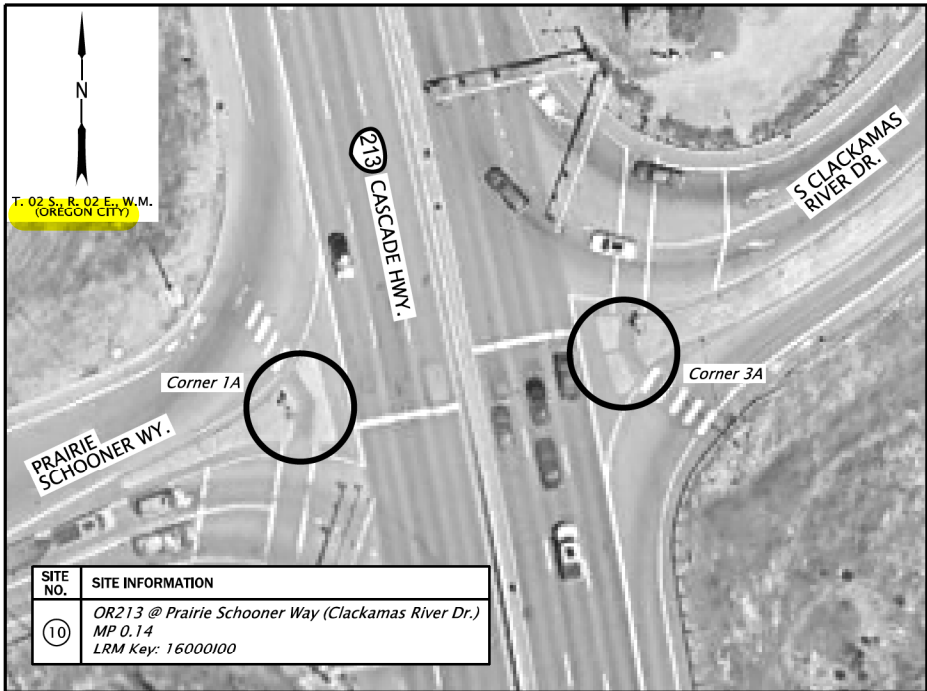
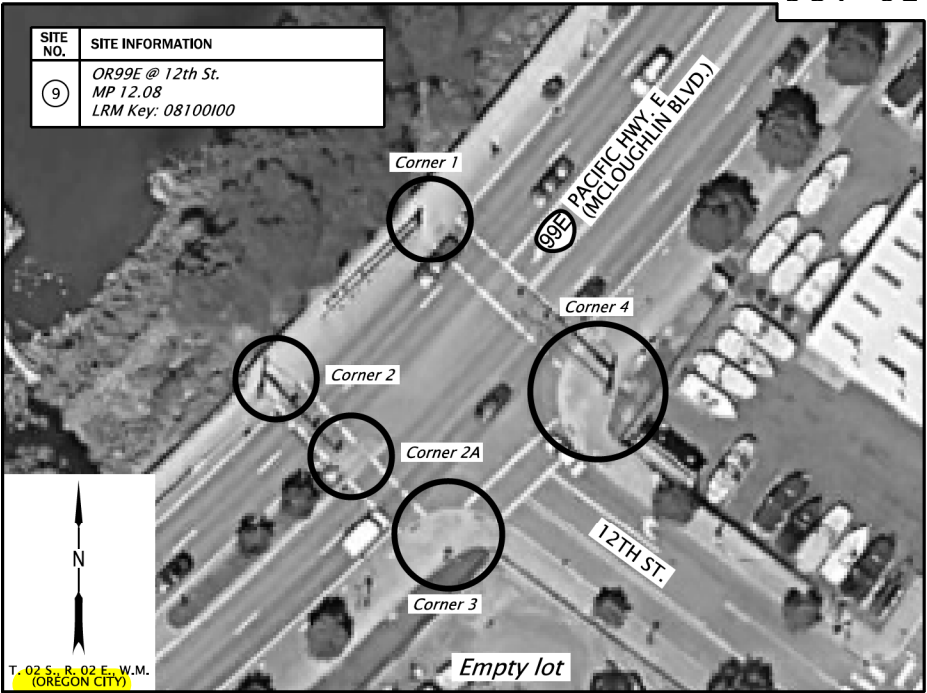


**PORTLAND METRO AREA 2024-2027
ADA CURB RAMPS, PHASE 1 PROJ.**
VARIOUS HIGHWAYS
VARIOUS COUNTIES

Designer: Shaun Garey-Wilder Reviewer: Mike Morris
Drafter: Sarah Daley / Ryan Berger Checker: Eric Wilder

PLAN SHEET LAYOUT

SHEET NO.
AA01



NOTES:

1. Site layout images are not to scale and are shown for informational purposes only.
2. Images obtained from Google Earth Pro and utilized in accordance with Terms of Service. (© 2024 Google LLC. All rights reserved)
3. Street names listed in the "SITE INFORMATION" match the street names in ODOT TransGIS and may differ from signed names in the field. For the purposes of curb ramp inspection reports, the names shown in the plans shall take priority over signed names.



RENEWS: 06-30-2026

FINAL ELECTRONIC DOCUMENT
AVAILABLE UPON REQUEST



**DAVID EVANS
AND ASSOCIATES INC.**
5121 Skyline Village Loop S, Suite 200
Salem Oregon 97306
Phone: 503.361.8635



**PORTLAND METRO AREA 2024-2027
ADA CURB RAMPS, PHASE 1 PROJ.**
VARIOUS HIGHWAYS
VARIOUS COUNTIES

Designer: Shaun Garey-Wilder Reviewer: Mike Morris
Drafter: Sarah Daley / Ryan Berger Checker: Eric Wilder

PLAN SHEET LAYOUT

SHEET NO.
AA02



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 3, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.c. - Resolution No. 25-29, a Resolution Initiating Vacation of Public Right-of-Way Proceedings for Unimproved Right-of-Way Located Between 19530 South Central Point Road and "TRACT B," of the Plat *Ed's Orchard* and Establishing a Public Hearing Date

STAFF RECOMMENDATION:

Approve Resolution No. 25-29 and, in accordance with Oregon Revised Statute (ORS) 271, direct the City Recorder to cause lawful notice to be given for ordinance proceedings for the proposed vacation of rights-of-way on October 1, 2025.

EXECUTIVE SUMMARY:

Public Works accepted an application from Ryan Koch, agent for the property owner, Denise A. Koch, requesting the City of Oregon vacate unimproved right-of-way located between 19530 South Central Point Road and "Tract B" of *Ed's Orchard*, which is not needed for right-of-way. The first step in this process requires City Commission's approval of a resolution, directing staff to draft an ordinance for public hearing and to provide the required public notice, in accordance with Oregon Revised Statute 271.110.

BACKGROUND:

On August 19th, 2025, Public Works accepted an application and supporting exhibits, requesting to vacate the unimproved right-of-way located between 19530 South Central Point Road (Lot 1 of *Filbert Orchard* Subdivision) and "Tract B" of *Ed's Orchard* Subdivision.

The subject rights-of-way were created via plat, *Ed's Orchard* (Plat No.4503), to allow proper alignment of Skellenger Way. The current portion of Skellenger Way was created on the *Hazel Grove 4* plat.

As outlined in article number 12 of the Declaration of Covenants, Conditions, and Restrictions of *Ed Orchard* recorded plat - if the unimproved right-of-way, located between 19530 South Central Point Road and "Tract B" of the *Ed Orchard* Subdivision is vacated, a contiguous parcel will be formed. Therefore, if the proposed right-of-way vacation is approved, "Tract B" and the subject unimproved right-of-way will be deeded to 19530 South Central Point Road.

The subject unimproved right-of-way provides no current or future benefit to surrounding roadways, pedestrian travel or utility placement. No public utilities are located within the proposed vacated rights-of-way (except a 6-inch abandoned water main previously owned and maintained by Clackamas River Water District). Oregon City service providers

(Clackamas River Water District, Comcast, Northwest Natural, Portland General Electric, and Lumen/Century Link,) have been notified by City of Oregon City staff of this vacation request, as a courtesy. During the development of the *Ed's Orchard* Subdivision, all utilities were routed around the subject unimproved rights-of-way and all existing utilities within the unimproved right-of-way were abandoned in place.

Staff reviewed the application (and history of the property proposed for vacation) following four criteria:

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

Staff have determined that the streets will not be used for public utilities or access in the future, and for these reasons and the reasons specified by the applicant, the right-of-way vacations are in the best public interest. Adjacent properties will be impacted only by the addition of the unimproved right-of-way and "Tract B" to the applicant's property (19530 S Central Point Road), forming a contiguous property.

As part of the application requirements, and as required by ORS 271.80, the applicant submitted a neighborhood signature petition, signed by the abutting property owner of "Tract B". The application package adequately addresses the criteria required to proceed with this vacation request. Because of this, staff recommend approval of Resolution No. 25-29, directing the City Recorder to cause lawful public notice for ordinance proceedings (per ORS 271) for the proposed vacation of right-of-way to occur at the City Commission meeting on October 1, 2025.

Notice of the proposed vacation will be given 14 days prior to the October 1, 2025 public hearing and placard signs will be posted in the vicinity of the proposed vacation property within five days of the newspaper publication.

OPTIONS:

1. Approve Resolution No. 25-29, a Resolution Initiating Vacation of Public Right-of-Way Proceedings for Unimproved Right-of-Way Located Between 19530 South Central Point Road and "TRACT B," of the Plat *Ed's Orchard* and Establishing a Public Hearing Date.
2. Approve Resolution No. 25-29, a Resolution Initiating Vacation of Public Right-of-Way Proceedings for Unimproved Right-of-Way Located Between 19530 South Central Point Road and "TRACT B," of the Plat *Ed's Orchard* and Establishing a Public Hearing Date with Amendments.
3. Deny Resolution No. 25-29, a Resolution Initiating Vacation of Public Right-of-Way Proceedings for Unimproved Right-of-Way Located Between 19530 South Central Point Road and "TRACT B," of the Plat *Ed's Orchard* and Establishing a Public Hearing Date and provide further direction.

BUDGET IMPACT:

Amount \$0
Fiscal Year(s): N/A
Funding Source(s): N/A

RESOLUTION NO. 25-29

A RESOLUTION INITIATING VACATION OF PUBLIC RIGHT-OF-WAY PROCEEDINGS FOR UNIMPROVED RIGHT-OF-WAY LOCATED BETWEEN 19530 SOUTH CENTRAL POINT ROAD AND “TRACT B,” OF THE PLAT *ED’S ORCHARD* AND ESTABLISHING A PUBLIC HEARING DATE OF OCTOBER 1, 2025

WHEREAS, Ryan Koch (“AGENT”), on behalf of Denise A. Koch (“OWNER”), filed a petition to vacate an existing public right-of-way located between 19530 South Central Point (Tax lot 3-2E-07CC-00600) and Tract B of *Ed’s Orchard*, Plat No. 4503 (Tax lot 3-2E-07CC-00743); and

WHEREAS, the proposed vacation area lies between 19530 South Central Point Road (Lot 1 of the plat *Filbert Orchard*, Plat No. 1744) and Tract B of the plat *Ed’s Orchard*, Plat No. 4503, both duly recorded in the City of Oregon City, Clackamas County (“RIGHT-OF-WAY”); and

WHEREAS, the right-of-way is more particularly described in **Exhibit A** and depicted in **Exhibit B**, both attached to this Resolution and incorporated herein by reference; and

WHEREAS, the Oregon City Public Works Department has determined that the unimproved right-of-way does not conflict with the tract’s intended use as a local street or for other public purposes; and

WHEREAS, the Public Works Department has further determined that the unimproved right-of-way provides no benefit to the surrounding properties or vehicle travel patterns (other than 19530 S Central Point Road), and is not needed for current or future public use; and

WHEREAS, the provisions of Oregon Revised Statute 271.110 governing the public right-of-way shall apply to this proposed vacation; and

WHEREAS, all vacated right-of-way will be deeded to the property owner of 19530 South Central Point Road (Tax lot 3-2E-07CC-00600), as described in **Exhibit C**, the Declaration of Covenants, Conditions, and Restrictions Affecting Ed’s Orchard Subdivision; and

WHEREAS, Oregon City requires adoption of a resolution to initiate ordinance proceedings for right-of-way vacations and to establish a public hearing date; and

WHEREAS, proceedings for the vacation of the subject public right-of-way are hereby initiated by the City Commission; and

WHEREAS, the City Commission hereby sets a public hearing on the proposed right-of-way vacation for Wednesday, October 1, 2025, at 7:00 PM in the Hanlon Commission Chambers – Libke Public Safety Facility, 1234 Linn Avenue, Oregon City, Oregon, at which time and place any objections or claims concerning the proposed vacation will be heard. The City Recorder is directed to cause lawful notice of the hearing in accordance with ORS 271.

NOW, THEREFORE, BE IT RESOLVED

The City Commission of Oregon City, Oregon, approval of Resolution No. 25-29, initiates the proceedings to vacate the above-described public right-of-way.

Section 1. This Resolution shall take effect immediately upon its adoption.

Approved and adopted at a regular meeting of the City Commission held on the 3rd day of September, 2025.

DENYSE C. MCGRUFF
Mayor

Attested to this 3rd day of September, 2025:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

**AKS ENGINEERING & FORESTRY**

12965 SW Herman Road, Suite 100, Tualatin, OR 97062

P: (503) 563-6151

F: (503) 563-6152

AKS Job #12615

EXHIBIT A**Right-of-Way Vacation**

A portion of right-of-way located in the Southeast One-Quarter of Section 12, Township 3 South, Range 2 East, Willamette Meridian, City of Oregon City, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the most southerly corner of Lot 1 of the plat "Filbert Orchard", Plat No. 1744, Clackamas County Plat Records, also being on the northeasterly right-of-way line of Skellenger Way (28.00 feet from centerline); thence along said northeasterly right-of-way line (variable width from centerline), North 46°03'35" West 171.00 feet to the most southerly corner of Document Number 2024-008065, Clackamas County Deed Records, and the Point of Beginning; thence along the southwesterly extension of the southeasterly line of said deed, South 43°53'43" West 1.15 feet to a line which is parallel with and 27.00 feet northeasterly of, when measured at right angles to, the centerline of Skellenger Way; thence along said parallel line on a non-tangent curve to the left (Radial Bearing of South 41°10'34" West) with a Radius of 127.00 feet, a Delta of 52°09'00", a Length of 115.59 feet, and a Chord of North 74°53'56" West 111.64 feet to the southeasterly corner of Tract B of the plat "Ed's Orchard", Plat No. 4503, Clackamas County Plat Records; thence along the northeasterly line of said Tract B, North 46°03'35" West 82.91 feet to the southeasterly right-of-way line of Central Point Road (35.50 feet from centerline); thence along said southeasterly right-of-way line, North 43°56'16" East 56.07 feet to the southwesterly line of Lot 1 of said "Filbert Orchard"; thence along said southwesterly line on a non-tangent curve to the left (Radial Bearing of North 70°40'52" East) with a Radius of 10.00 feet, a Delta of 26°44'27", a Length of 4.67 feet, and a Chord of South 32°41'21" East 4.62 feet; thence continuing along said southwesterly line, South 46°03'35" East 176.21 feet to the Point of Beginning.

The above described tract of land contains 6,335 square feet, more or less.

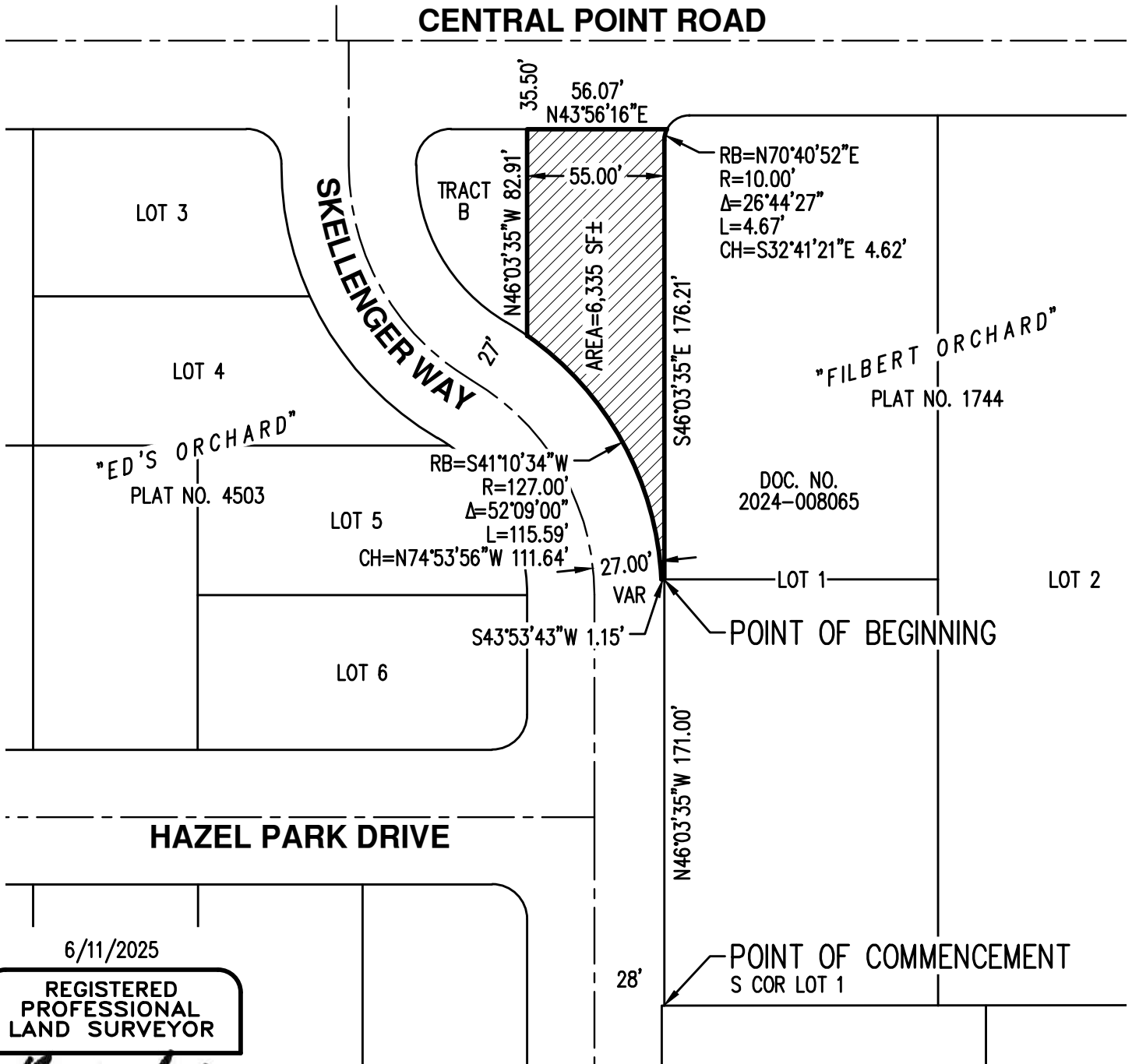
The Basis of Bearings for this description are based on said "Ed's Orchard".

6/11/2025



EXHIBIT B

A PORTION OF RIGHT-OF-WAY LOCATED IN THE SOUTHEAST 1/4 OF SECTION 12,
TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON



6/11/2025

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Nick White

OREGON
JANUARY 9, 2007
NICK WHITE
70652LS

RENEW: 6/30/26

PREPARED FOR

RYAN & DENISE KOCH
14339 S STONERIDGE DRIVE
OREGON CITY, OR 97045

SCALE: 1" = 60 FEET



AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151 WWW.AKS-ENG.COM



RIGHT-OF-WAY VACATION

DRWN: WCB	CHKD: NSW
AKS JOB: 12615	EXHIBIT B

SP
5M

AFTER RECORDING, RETURN TO:

Rian Park Development, Inc.
10121 SE Sunnyside Road, Suite #115
Clackamas, Oregon 97015

Clackamas County Official Records
Sherry Hall, County Clerk

2017-043946



\$78.00

02062873201700439460050053

06/30/2017 09:19:52 AM

PD-COV Cnt=2 Stn=2 COUNTER3
\$25.00 \$5.00 \$16.00 \$22.00 \$10.00

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AFFECTING ED'S ORCHARD**

This Declaration of Protective Covenants, Conditions and Restrictions ("Declaration") is made and effective the 30th, day of June, 2017. This Declaration affects that certain real property (the "Property") located in the City of Oregon City, Clackamas County, Oregon and more particularly described as Lots 1 through 41, inclusive, as shown on Subdivision Plat No. 4503 (the "Plat") recorded in the official records of Clackamas County on June 30, 2017, and all improvements now existing or to be constructed on the Property, which Property and improvements are collectively known and referred to as ED'S ORCHARD

RECITALS, INTENT AND PURPOSE

A. Rian Park Development, Inc., is the owner in fee simple of the Property and the Declarant herein.

NOW, THEREFORE, for such purposes, Declarant makes this Declaration for governance of the Property:

DECLARATION

Declarant hereby declares on behalf of itself, its successors, grantees and assigns, as well as any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property, as follows:

1. Definitions. Except as otherwise provided or modified by this Section 1, the terms contained herein shall have the meaning set forth in the Oregon Planned Community Act, ORS 94.550 et seq. As used in this Declaration, the following terms shall have the following meanings:

1.1 Mortgage. Mortgage means a recorded first mortgage, first trust deed or first contract of sale that creates a first lien against a Lot, and "Mortgagee" means the holder, beneficiary or vendor of such a mortgage, trust deed or contract of sale, but only when such

DECLARATION OF CC&Rs

Page 1 of 5

holder, beneficiary or vendor notifies the Association in writing of the existence of such mortgage and gives the Association a current name and mailing address.

1.2 Owner. Owner means the sole, or all joint, owners of one or more Lots.

1.3 Plat. Plat has the meaning provided in the initial paragraph of this Declaration.

2. Name Description

2.1. Name. The name by which the Property shall be known is Ed's Orchard.

2.2. Lot Designation. The Property is comprised of forty one (41) Lots, each suitable for construction of one residential building, and easements as described in the Plat. The boundaries, designation, location and dimensions of each Lot are shown on the Plat.

3. Easements. Easements are reserved as shown on the Plat. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the purpose of the easement.

4. Building Materials and Size Limitations. All building materials to be incorporated into and visible as a part of the external structure of any building or other structure in the Property conform to the following criteria:

4.1. Roofing material. In particular, all roofing material for any building or structure shall be of wood (shake or shingle), tile, or a 25-year or better composition architectural shake with ridge caps.

4.2. Siding material. All siding materials shall be natural wood, or man-made lap siding materials provided, Brick and Stone accents are required on the exterior wall front elevation at a minimum. Vinyl and T-1-11 siding is not allowed at any time. This section also applies to any auxiliary structures or sheds on the lot.

4.3. Minimum House Size. Each single family residence constructed on a Lot shall have a minimum floor area of 1,800 square feet, exclusive of garages.

5. Landscape, Hedges and Fences. All front and side yards must be completely landscaped within six (6) months of initial occupancy. All grounds and related structures shall be maintained in harmony with surrounding landscaping. No weeds, noxious plants, or unsightly vegetation shall be planted or allowed to grow. Fences shall comply with applicable City regulations but shall not exceed six(6) feet in height. Fences shall be well constructed of suitable materials and shall not detract from the appearance of the adjacent structures or buildings. No high output exterior lighting, including but not limited to mercury vapor and halide lights, shall be installed. No tree shall be removed except in accordance with City of Oregon City permit standards.

DECLARATION OF CC&Rs

Page 2 of 5

2

6. No Rezoning or Redivision. No property within the Subdivision may be rezoned or redivided without the written consent of the City of Oregon City and a majority of Owners.

7. Restrictions on Animals. No animals of any kind shall be raised, bred or kept in the Property, except that dogs, cats and other commonly maintained household pets may be kept so long as they are not bred, maintained or kept for commercial purposes. No animal of any kind, including dogs and cats, shall be allowed to interfere with the quiet enjoyment of the other residents in the Property, or permitted untended upon the streets, or upon premises of other occupants of the Property.

8. No Commercial Use. No portion of property in the Property shall be used for business or commercial purposes. No occupant of property within the Property shall park, nor permit to be parked, any commercial vehicle such as log trucks, dump trucks, tractor trailer rigs, or any other vehicles except passenger automobiles (including pickups) upon property, including streets, in the Property. No owner or occupant shall permit, initiate, or carry on activities in the Property that are obnoxious or offensive, nor allow conditions on any Lot of the Property to become a nuisance or annoyance to the neighborhood. No commercial signs shall be erected on the property, except real estate sales signs of not more than five (5) square feet advertising property within the Property for sale or rent.

9. Screening. Trash, garbage and other waste shall not be kept except in sanitary containers, screened from public view. No Lot or Tract shall be used as a dumping ground for trash, garbage, waste or debris. All heat pumps and condenser units (or other utilities and devices commonly placed out of doors) shall receive special consideration to provide visual screening and noise attenuation. All boats, trailers, recreational vehicles, equipment, campers and the like must be parked off the streets of the Property in a garage or on a concrete pad, (built specifically for the purpose), **BESIDE** a garage and shall be **FULLY** screened from the street and neighbors. At no time shall any boats, trailers, Recreational vehicles, Campers and the like be parked on the streets of Ed's Orchard.

NO Sheds or Auxiliary structures of any kind, Any Vehicles, Boats, Trailers, RV's, equipment, campers and the like shall be allowed on the side street side of any house on any corner lot. All Sheds or Auxiliary structures must use the exact same materials as the house and can only be located at the back corner of the lot furthest away from any street. All applicable City codes, permits and set-backs shall be met.

10. No Interference. Owners or occupants within the Property shall not engage in nor continue uses which unreasonably interfere with use of other property within the Property. The following activities shall conclusively be deemed to unreasonably interfere with other property in the Property: (1) construction and maintenance of communications transmission and reception towers and antenna; and (2) construction and maintenance of exterior radio and television antennae and other receptors except for satellite dish type antennae not larger than 24 inches in diameter. Any such dish/antenna shall not be placed on the front portion of any home within the development. Additionally, there shall be no installation of basketball backboards or hoops on the residence structure. However, a commercially made basketball hoop may be mounted on a

DECLARATION OF CC&Rs

Page 3 of 5

professionally installed pole along the side of the structure or the back yard of same. No portable basketball hoops are allowed at any time in the street, sidewalk, right of way, driveway or front of the house.

11. Completion of Improvements. All structures (including flat work and landscaping) constructed within the Property shall be erected and completed within one year after the commencement of construction. All remodeling, reconstruction, or enhancement of structures shall be completed within one year of the commencement of construction. Commencement of construction shall be deemed to be the date upon which a building permit was first issued for the construction, or, if no building permit was obtained, the date on which Lot clearing, demolition or remodeling commenced.

12. Tract "B". Tract B shall be retained by the Declarant at the time of plat recording. The Declarant intends to convey Tract B to the owner of Lot 1 of the plat Filbert Orchard ("Lot 1") at a time deemed appropriate by the Declarant. The intent is that once the adjacent right-of-way between Tract B and Lot 1 ("adjacent ROW") is vacated, a contiguous parcel will be formed. Other than a subdivision entry monument and/or landscaping, no improvements or storage shall be allowed upon Tract B or the adjacent ROW until such time that said adjacent ROW is vacated. After said adjacent ROW is vacated, any improvements or use of Tract B shall comply with all Oregon City code and restrictions set forth per this declaration.

13. Mandatory Mediation Prior to Litigation. All Lot owners agree that all claims, controversies or disputes, whether they be statutory, contract and/or tort claims between or among the parties hereto which arise out of or are related to this Agreement, or which relate to the formation, interpretation, breach or invalidity of this Agreement, whether arising before, during or after termination (hereinafter collectively referred to as "Claims"), shall be resolved in accordance with the mediation and litigation procedures specified herein.

13.1 Mediation. All "Claims" defined in the foregoing paragraph shall be submitted to mediation. The parties shall agree to a mediator. If the parties cannot agree as to the selection of a mediator, then either party may request appointment of a mediator from the American Arbitration Association or the Arbitration Service of Portland, Inc., whichever organization is selected by the party which first initiates mediation by filing a claim in accordance with the filing rules of the organization selected. The parties shall share equally the cost of the mediation process.

13.2 Litigation and Attorney's Fees. Any "Claims" that have not been resolved by mediation may be the subject of litigation in which the parties shall have all rights and remedies available at law and in equity, and the prevailing party in such litigation shall be entitled to an award of attorneys' fees and costs of action at trial and on appeal and review.

13.3 Judgment. Judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties shall share equally the fees and costs charged by the arbitration entity. The parties knowingly and voluntarily waive their rights

DECLARATION OF CC&Rs

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4



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 3, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.d. - Resolution No. 25-30, Modifying the Engineering Fee Schedule

STAFF RECOMMENDATION:

Approve Resolution No. 25-30, modifying the Engineering Fee Schedule.

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 Engineering Fee Schedule was adopted in March 19, 2025 with Resolution No. 25-03.

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 Fee Schedule was adopted on March 19, 2025, with Resolution No. 25-03.

At the City Commission meeting on August 20, 2025, the commission requested a 60-day waiver of sidewalk permits fees in order to reduce financial barriers for property owners who need to repair sidewalks with tripping hazards, promoting safer and more accessible public walkways. This Engineering Fee Schedule update includes one proposed revision:

- Remove all Public Street Sidewalk Permit Fees from Monday, September 15, 2025, through Friday, November 14, 2025

The Fee Schedule of March 19, 2025, will be reinstated on Monday, November 17, 2025.

Once the resolution is approved, to make property owners and residents aware of the 60-day fee exemption period, staff will complete the following:

- Letters will be mailed on September 4, 2025, to all occupants of properties currently with a sidewalk violation who have not yet obtained a permit.
- Information will be shared with the Citizen Involvement Committee (CIC), requesting that they share with their neighborhood and networks.
- Postings to City social media platforms.
- Inclusion in the October & November monthly E-Trail News.

OPTIONS:

1. Approve Resolution No. 25-30, Modifying the Engineering Fee Schedule.
2. Approve Resolution No. 25-30, Modifying the Engineering Fee Schedule with Amendments.
3. Deny Resolution No. 25-30, Modifying the Engineering Fee Schedule and provide further direction.

BUDGET IMPACT:

Amount \$10,000-20,000 (Revenue Loss)
Fiscal Year(s): 2025-2026
Funding Source(s): Engineering Fund

**A RESOLUTION MODIFYING THE PUBLIC WORKS ENGINEERING FEE SCHEDULE AND
AMENDING RESOLUTION NO. 25-03**

WHEREAS, the City of Oregon City adopted Resolution No. 25-03 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. 25-03 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 C, Fee Explanation for a period of 60 days starting on September 15, 2025 and ending on November 14, 2025; and

WHEREAS, the City of Oregon City desires to reinstitute the Public Works Engineering Fee Schedule, Exhibit B, which includes all engineering fees previously adopted by resolution 25-03, on November 17, 2025; 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 September 15, 2025, removing Public Street Sidewalk Fees as described in Exhibit C, Fee Explanation.

Section 2. The City hereby adopts Exhibit B, Public Works Engineering Fee Schedule, to become effective November 17, 2025, reinstituting Public Street Sidewalk Fees as described in Exhibit C, Fee Explanation.

Section 3. The Public Works Engineering Fee Schedule, Exhibit B, 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 3rd day of September 2025.

DENYSE C. MCGRUFF, Mayor

Attested to this 3rd day of September 2025:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney



City of Oregon City

Public Works

Engineering Fee Schedule

September 15, 2025

All fees are subject to change by Resolution of the City Commission. (Resolution No. 25-30 approved 9-3-2025)
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

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.			



City of Oregon City

Public Works

Engineering Fee Schedule

November 17, 2025

All fees are subject to change by Resolution of the City Commission. (Resolution No. 25-30 approved 9-3-2025)
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
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Special Event ROW Permit	Application and Review	Flat	\$206
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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
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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
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Approved requests for after-hours or weekend City staff inspections shall be billed based on staff cost.			



EXHIBIT C

Fee Explanation for Public Works Engineering Fee Schedule Resolution No. 25-30

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

Public Street Sidewalk Permit

Upon direction of the City Commission on August 20, 2025, the fee has been removed from the fee schedule for a period of 60 days. Resolution 25-30 states this fee removal will occur from Monday September 15, 2025 to Friday November 14, 2025 as shown in Exhibit A.

The fee will be reinstated on Monday November 17, 2025 as shown in Exhibit B.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 3, 2025
From: Scott Archer, Parks and Recreation Director
Thomas Kissinger, Assistant Parks and Recreation Director

SUBJECT:

Item 7.e. - Revised Library Park Tree Mitigation Plan

STAFF RECOMMENDATION:

Parks & Recreation Staff recommend approval of the revised mitigation planting plan for City Staff Tree Removal file # SP-25-00056 at Library Park

EXECUTIVE SUMMARY:

Oregon City Parks & Recreation proposed removal of a 43" DBH Elm tree at Library Park during a public hearing at the August 6, 2025 regular meeting of the City Commission. At that meeting, City Commission approved the removal of the tree and requested amendments to the proposed mitigation plan. The original mitigation plan proposed replanting 1 for 1 with a 2" or less caliper disease-resistant elm cultivar near the location of the removed tree. City Commission requested to add additional mitigation plantings and increase the size of the trees to be planted. Staff consulted with Lyle Feilmeier, a certified Master Arborist with Bartlett Tree Experts, on the proposed revisions. Based on his recommendations, staff are proposing three 3" caliper disease-resistant elm trees to be planted throughout Library Park. Two types of elm trees have been identified; staff will purchase the one that is in stock and available. One proposed tree replanting location will replace an oak tree that recently fell in Spring 2025.

Staff are prepared to order trees pending approval of this mitigation plan by City Commission. Trees will be planted in late Fall/Winter 2025 according to the recommendations of the approved plan.

BACKGROUND:

In May 2025, Parks & Recreation staff noticed the American Elm (*Ulmus americana*) located near the corner of John Adams St and 7th St at Library Park was showing significant decline and did not leaf out following the winter season. Bartlett Tree Experts was contacted to provide a visual tree assessment. Parks staff walked the site with Bartlett Tree Experts on May 19, 2024 to confirm the scope of work. Bartlett Tree Experts provided a quote for removal services. On June 2, Ryan Fay, a Certified Field Consulting Arborist from Bartlett Tree Service, completed the physical inspection of the elm tree and submitted a report recommending removal of the tree to Parks & Recreation staff on June 16.

On June 23, Parks & Recreation staff submitted these documents along with a City Staff

Removal of Significant Public Trees application and Type I Minor Site Plan & Design Review application to Planning Staff for review and processing. On July 17, Planning staff created a Public Notice sign in accordance with Resolution 20-33 and Parks & Recreation Staff placed the sign on the tree according to policy more than 14 days prior to the August 6 City Commission meeting. Planning staff also created a project page on the City website and provided all relevant submitted documents explaining the project on the webpage.

At the August 6 City Commission meeting, Commission approved the removal of the diseased elm tree and directed staff to amend the mitigation plan with more trees of a larger caliper size.

OPTIONS:

1. Approve Revised Library Park Tree Mitigation Plan.
2. Approve Revised Library Park Tree Mitigation Plan with Amendments.
3. Deny Revised Library Park Tree Mitigation Plan and provide further direction.

BUDGET IMPACT:

Amount	\$3000.00 (estimated)
Fiscal Year(s):	FY25-26
Funding Source(s):	310 - Parks and Cemetery Division

TREE MITIGATION - REPLANTING PLAN

August 22, 2025

Oregon City Parks and Recreation
Oregon City Operations Center
13895 Fir Street
Oregon City, OR 97045
Attn: Brandon Watt



Clackamas Office
11814 SE Jennifer St.
Clackamas, OR 97015
Office: 503-722-7267

Brandon Watt,

You requested that I provide a mitigation plan showing the proposed location of mitigation trees, species and proposed planting date. I visited the site at The Oregon City Public Library to assess the tree on June 2nd, 2025. This letter is intended to accompany your tree removal permit process. My recommendations of species proposed for replanting and ideal planting dates and/or conditions are found below.

Proposed Species for Replanting – Option #1

Qty.	Common Name and Species	Caliper	Planting Dates	Description
3	Accolade™ elm - <i>Ulmus davidiana</i> var. <i>japonica</i> 'Morton'	3">	Winter 2025-Spring 2026 Or when adequate irrigation for newly planted trees is readily available into Winter 2025	• Height: 50 to 60 feet • Spread: 30 to 40 feet



Photo 1: *Ulmus davidiana* var. *japonica* 'Morton'

General Information

Scientific name: *Ulmus davidiana* var. *japonica* 'Morton'

Pronunciation: UL-mus MORTON

Common name(s): Accolade™ elm

Family: Ulmaceae

USDA hardiness zones: 5 through 8

Uses: ACCOLADE is a vase shaped, medium to large, deciduous elm that reportedly has excellent resistance to Dutch elm disease, elm leaf miner and elm leaf beetle. In addition to its excellent disease and pest resistance, it is also noted for its vigorous growth, glossy dark green foliage and good yellow fall color.

Availability: generally available in many areas within its hardiness range

Proposed Species for Replanting – Option #2

Qty.	Common Name and Species	Caliper	Planting Dates	Description
3	Frontier Elm- <i>Ulmus 'Frontier'</i>	3">	Winter 2025-Spring 2026 Or when adequate irrigation for newly planted trees is readily available into Winter 2025	• Height: 30-40 feet • Spread: 20-30 feet

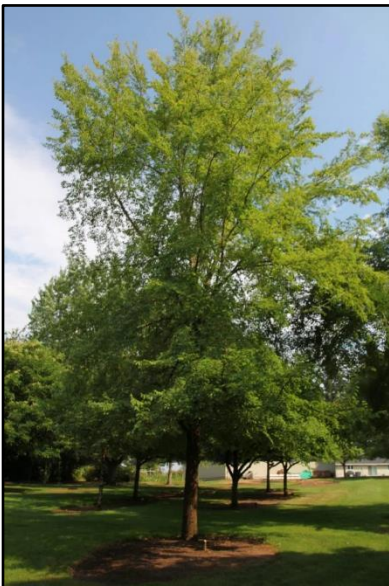


Photo 2: *Ulmus 'Frontier'*

General Information

Scientific name: *Ulmus 'Frontier'*

Pronunciation: UL-mus

Common name(s): frontier elm

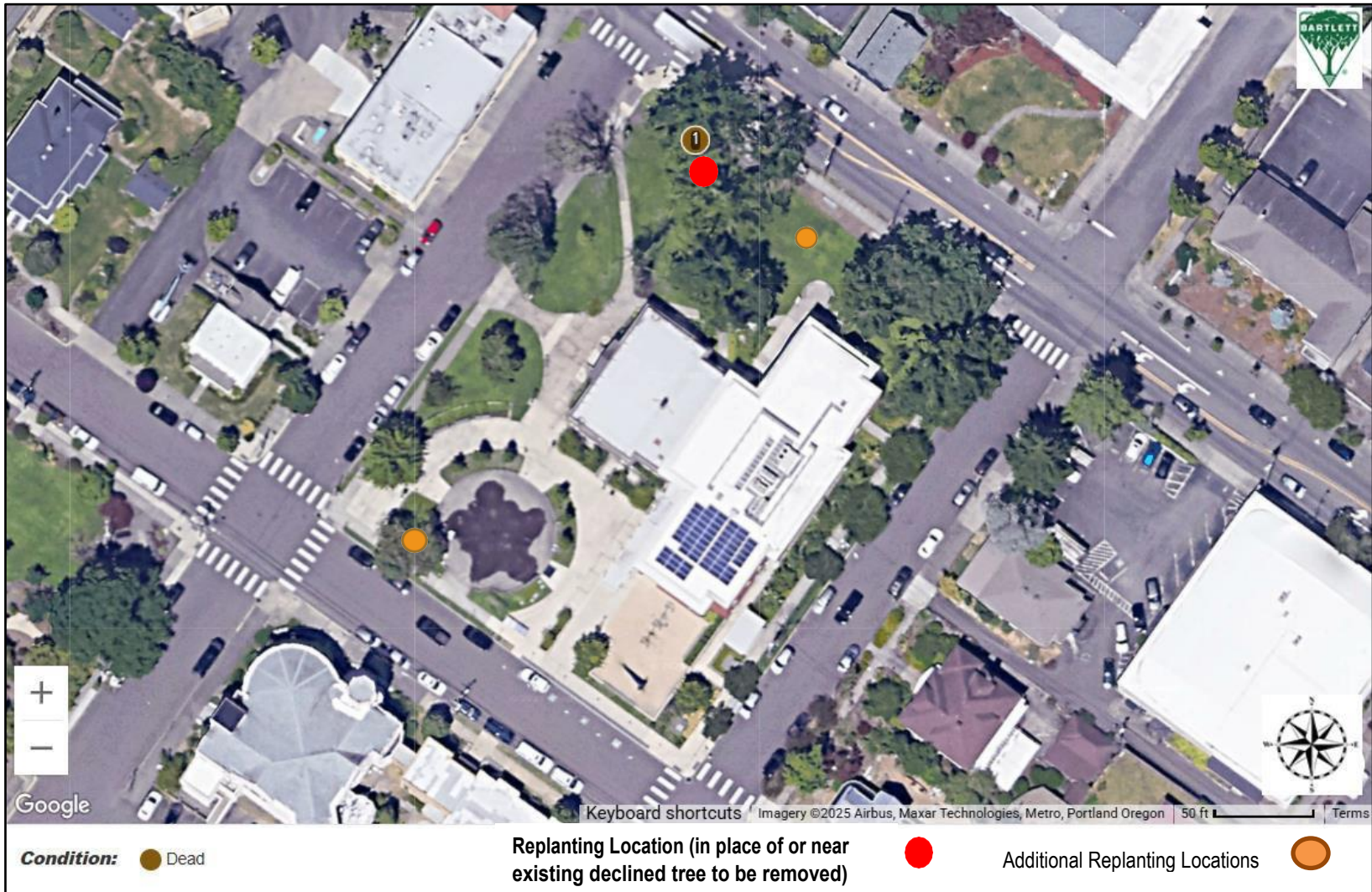
Family: Ulmaceae

USDA hardiness zones: 4 through 7

Uses: The Frontier Elm is a cultivar of *Ulmus parvifolia*, called the Chinese or Lacebark Elm, which is native to much of Eastern Asia. This cultivar has been developed for its good resistance to the deadly Dutch elm disease, elm yellows, and the elm leaf beetle. This medium-sized tree is hardy and tolerant to drought, heat, and poor soil which make it well suited as a replacement for the many elms used residential landscapes and city streets that in the future will no longer be viable due to disease and climate stressors.

Availability: generally available in many areas within its hardiness range

Mitigation Plan Map



General Planting Guidelines

Successful tree planting involves matching the species to the site and using proper techniques. Assess the soil and site characteristics to ensure compatibility. Use small caliper trees for better root regeneration and survival rates. Prepare a wide planting area, making the hole 3-5 times wider than the root ball and no deeper than the root ball itself. Ensure the root collar is flush with the natural grade and remove any deformed roots. Water newly planted trees at least twice per week concentrating water on the root ball and immediately surrounding soil of newly planted trees. Finally, apply a two-to-three-inch layer of organic mulch, such as arborist woodchips, to conserve soil moisture and moderate soil temperature, and monitor the plant's health regularly to address any issues early.

Please feel free to contact me if you have any questions about my observations and recommendations.

Prepared by:

Ryan Fay
Field Consulting Arborist
ISA Certified Arborist PN-8521A
ISA Tree Risk Assessment Qualified

Provided by:

Lyle Feilmeier
Regional Commercial Arborist Representative
ISA Board Certified Master Arborist
ISA Tree Risk Assessment Qualified

A handwritten signature in black ink, appearing to read 'Ryan Fay', with a stylized, flowing script.

Ryan Fay
Field Consulting Arborist



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 3, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.f. - Purchase of Public Works Sewer Division Replacement Vehicle 2025 Ford Econoline Commercial Cutaway E-450 Super Duty CCTV Van

STAFF RECOMMENDATION:

Authorize the purchase of a 2025 Ford E-450 CCTV Hi-Cube Van #545 (TV Van) to replace a 2017 Ford E-450 CCTV Hi-Cube Van #542 (TV Van).

EXECUTIVE SUMMARY:

Public Works is utilizing its Fleet Replacement Fund on a 2025 Ford E-450 CCTV Hi-Cube Van #545 (TV Van). This will replace the current TV van #542-2017 Ford E-450 CCTV Hi-Cube Van #452. The current TV Van #542-2017 Ford E-450 CCTV Hi-Cube Van has computer hardware, software, remote cameras and components that are worn out and are in need of costly repairs or replacement. It will be sent to auction for sale to the highest bidder.

BACKGROUND:

Oregon City fleet purchases are managed through the Fleet Replacement Fund. Every year, each Public Works Division budgets a predetermined amount for transfer into the Fleet Replacement Fund. These transfers ensure there is adequate funding available for when new or replacement vehicles are scheduled for purchase.

The 2025 E-450 CCTV Hi-Cube Van #545 (TV Van) will be replacing the current TV Van #542-2017 Ford E-450 CCTV Hi-Cube Van, which has come to the end of its serviceable life. The purchase price for the 2025 Ford E-450 CCTV Hi-Cube Van #545(TV Van) is \$502,339.90. This was a previously authorized expenditure within the Fiscal Year 2025-26 adopted budget.

The new TV Van will be predominantly used by the Storm and Sewer Division to inspect and monitor the city's underground sewer infrastructure for damages, wear, and cross connections to ensure the city meets and exceeds the requirements of state and federal regulations. The current TV Van #542-2017 Ford E-450 CCTV Hi-Cube Van computer hardware, software, remote cameras and components are worn out and in need of costly repairs or replacement. Replacing our aging CCTV van will minimize rising repair costs, improve video quality with current technology, and reduce fuel usage through a battery-powered generator system. Upgrading now also ensures Oregon City receives the highest possible auction value for the existing van.

Public Works will be contracted with CUES under the Houston-Galveston Area Council (H-GAC) Purchasing Agreement, which procures pricing for government agencies and ensures the lowest pricing for vehicle purchase. Attached are the sales quote, component list, chassis specifications, and the H-GAC membership list documentation.

There is adequate funding within the Fleet Replacement Fund to allow the Public Works Sewer Division to support and fund this new asset.

OPTIONS:

1. Approve Purchase of Public Works Sewer Division Replacement Vehicle 2025 Ford Econoline Commercial Cutaway E-450 Super Duty CCTV Van.
2. Approve Purchase of Public Works Sewer Division Replacement Vehicle 2025 Ford Econoline Commercial Cutaway E-450 Super Duty CCTV Van with Amendments.
3. Deny Purchase of Public Works Sewer Division Replacement Vehicle 2025 Ford Econoline Commercial Cutaway E-450 Super Duty CCTV Van and provide further direction.

BUDGET IMPACT:

Amount	\$502,339.90
Fiscal Year(s):	2025-2026
Funding Source(s):	Fleet Replacement Fund



Prepared for:
OREGON CITY, CITY OF (MAIN)

Attention:
Chad Renhard

CUES Document Number: Q-04905

Quote Date: 8/7/2025

Quote Expiration Date: 9/6/2025

Prepared by:

Gillian Wilson
Northwest Regional Sales and Service Manager



Dear Chad

Thank you for your interest in CUES products and for allowing us the opportunity to provide this proposal. We understand the task of choosing a vendor can be daunting, and we respect how difficult it is to weigh the differences between manufacturers and system designs.

Since 1964, CUES has been the pipe inspection industry leader, offering the most reliable and durable equipment in the world, while bringing the best available technologies to the market.

We offer world-class technical support to your team, with the most collective industry knowledge of any manufacturer. CUES is the only industry company to offer a 100% full-circle solution for all your pipeline inspection needs.

We take pride in providing long-term pipeline and manhole inspection solutions. Thank you again for the opportunity to provide this proposed solution.

Sincerely,

Gillian Wilson

CUES, INC.

Northwest Regional Sales and Service Manager

Cell:(503) 784-8352

gillianw@cuesinc.com



CUES Equipment Quote

DESCRIPTION	QTY
CUES TV/LAMP SYSTEM TO INCLUDE:	1
FORD E-450 GAS CUT-A-WAY 176" WB 2X4 CHASSIS WITH 16' CARGO BOX	1
Bulkhead Wall and Door Between Cab and Viewing Room	1
POWER BOOM CRANE WITH LED LIGHTING, FLOOR MOUNT & WIRED CONTROLLER	1
SAFE ENTRY/EXIT BUMPER FOR E-450	1
TRANSPORTER STORAGE DRAWER EXTENDED	1
KICKPLATE 2 DRAWER STACK ALUMINUM STORAGE	1
BACK-UP COLOR CAMERA SYSTEM [CHASSIS]	1
EXTERIOR CHASSIS LIGHTING - STANDARD	1
STANDARD TRAFFIC ADVISOR, ROOF MOUNT	1
EVOLUTION 3.0 INTERIOR	1
WALL MOUNTED ELECTRIC HEATER WITH HOUSING	1
CURBSIDE DOOR WITH 3 STEPS	1
CLOSET IN VIEWING ROOM	1
WINDOW TRIM KIT	1
FRAMELESS BLACK SIDE WINDOW	1
MULTI-OUTLET WORKSTATION WITH LIGHTS AND USB PORTS	1
20-GALLON WASHDOWN SYSTEM WITHOUT SINK	1
5 DRAWER TOOL CHEST WITH DRAWER LINERS	1
CAT 5 ETHERNET PORT	1
22" MONITOR (QTY: 2) WITH SHORTENED MOUNT FOR DESK TOP (QTY:2)	1
32" REAR LED MONITOR IN EQUIPMENT ROOM WITH MOUNT	1
2 ADDT FOBS FOR CHASSIS - TOTAL OF 4 WITH TRUCK	1
DELETE GRAY WATER TANK	1
1200' TV CABLE ASSEMBLY, M/C 12 PIN	1
TV REEL ASSEMBLY WITH CENTER SLIPRING FOR UP TO 1500' OF TV CABLE	1
COMPONENTS	1
SELF PROPELLED LATERAL INSPECTION SYSTEM READY KIT	1
15" LCD MONITOR FOR LAMP WITH WALL MOUNT, SWIVEL BRACKET	1



DESCRIPTION	QTY
LATERAL LAUNCHER WITH FIXED VIEW LATERAL CAMERA AND REAR VIEW CAMERA	1
150' PUSH CABLE FOR LATERAL INSPECTION SYSTEM	1
GraniteNet Lateral Inspection Module	1
OZ3s P&T ZOOM M/C LED CAMERA WITH BUILT-IN SONDE	1
BRASS STEERABLE COMPACT PIPE RANGER, WHEELED	1
8" RUBBER WHEEL KIT	1
10-15" RUBBER WHEEL KIT	1
6"-15"PIPE SPACER KIT - BRASS	1
12"-15" PNEUMATIC TIRE KIT	1
ELECTRIC CAMERA LIFT FOR COMPACT PIPE RANGER	1
REAR VIEW CAMERA ASSEMBLY	1
COMPUTER ONLY [NO Granite SOFTWARE] - RACK MOUNT	1
WIRELESS KEYBOARD AND MOUSE SET	1
INTERCONNECT CABLING FOR COMP WHEN PRINTER IS NOT REQUIRED	1
Make sure tire pressure monitoring on chassis	1
TV DOWNHOLE KIT	1
MULTI CONDUCTOR TV ONLY TOOL KIT	1
1 DAY FIELD TRAINING FOR ID SYSTEM	1
TRUCK DELIVERY-OREGON	1
RUNNING BOARDS	1
LITHIUM COMPONENTS KIT FOR USE WITH 9.2K BTU ROOF AC	1
LITHIUM ALTERNATOR KIT FOR F59/F550 7.3L GAS	1
9200 BTU ROOF AIR CONDITIOINER W/OUT HEAT STRIP	1
List Total:	\$549,350.84
HGAC SC06-024 Discounted Total	\$502,339.90

Payment and Purchase Terms & Conditions

Delivery: 90 – 120 days ARO. Delivery is an ESTIMATE ONLY based on the current production schedule as of the date of quotation and is subject to change. For accurate delivery, please contact your CUES Regional Sales Manager at the time of order.

Payment: Net 30

FOB: Destination

Taxes & Pricing: Unless otherwise noted, pricing above does not include any applicable sales tax. The final invoice will reflect all taxes unless there is a tax-exempt certificate on file with CUES, Inc. accounting.

This Quote and the goods and services quoted thereunder are subject to Cues, Inc. Terms and Conditions of Sale found at: [CUES Terms and Conditions of Sale](#). By accepting this Quote, Buyer agrees to be bound by these terms.

Confidentiality Statement: This proposal contains confidential and proprietary information that is the property of Cues, Inc. This proposal is only to be viewed by individuals employed by the entity to which it is directed with a need to know and shall not be duplicated, used, or disclosed, in whole or in part, for purposes other than to evaluate the proposal with Cues, Inc.

Detailed Specifications & Contract Purchases

Detailed technical specifications are available upon request to help your team define language for any upcoming competitive bid requirement. Additionally, CUES equipment is available through competitively bid cooperative contracts, such as HGACBuy.

References

Extensive lists of product specific references or general company references are available upon request.

Detailed Specifications For OREGON CITY, OR

1 FORD ECONOLINE COMMERICAL CUTAWAY E-450 SUPER DUTY 176" DRW

Make:

- Ford

Style:

- E-450

Rear Wheel Options:

- DRW

Color:

- Oxford White

Powertrain:

- 7.3L Gasoline

Rear Axle Ratio:

- 4.56 Axle or something similar

Wheel Type:

- Standard Steel Wheels

Exterior Options:

- Backup Camera
- Backup Alarm
- Power / Heated Mirrors

Interior:

- Power Windows
- Door Locks
- Vinyl Bucket Seats
- AM/FM Radio (Bluetooth)
- 2 Extra set of keys for a total of 4 FOBS

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - CUES, Inc. - Public Services - ID: 12571 - SC06-24

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and CUES, Inc., hereinafter referred to as the Contractor, having its principal place of business at 3600 Rio Vista Avenue, Orlando, FL 32805.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Jun 01 2024 and ends May 31 2028. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for

any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the

Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master

Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the

performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must

comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

CUES, Inc.

Signature

DocuSigned by:

Thomas Moye

D59F27CAAD59461...

Name

Thomas Moye

Title

Chief Fiancial Officer

Date

5/23/2024

Signature

DocuSigned by:

82EC270D5D61423...

Name

Chuck Wemple

Title

Executive Director

Date

5/23/2024

H-GAC

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - CUES, Inc. - Public Services - ID: 12571

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer. Please note: awarded contracts for SC06-24 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles or equipment must list these vehicles in Category H. If that specific product is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category H should only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

- A. Sewer/Storm Water/Pipeline Cleaners - Truck and Trailer mounted**
- B. Jet Rodders - Truck and Trailer mounted**
- C. Hydro-Excavators - Truck and Trailer mounted**
- D. Sewer/Storm Water/Pipeline Inspection System - portable**
- E. Sewer/Storm Water/Pipeline Inspection System Vans and Trailers**
- F. Miscellaneous Sewer/Storm Water Cleaning Vehicles/Equipment**
- G. Miscellaneous Sewer/Storm Water Cleaning Services**
- H. Electric/Alternative Fuel Sewer/Storm Water Cleaning, Hydro-Excavator, Inspection, or related vehicles**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

I. Sewer/Storm Water Cleaning and related vehicle Service/Maintenance Plans

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

Request For Proposal #SC06-24

Title: Sewer/Storm Water, Hydro-Excavating Equipment and Related Services

J. Sewer/Storm Water Cleaning and related vehicle Parts and Supplies

Response listing need only to include catalog name and percentage discount.

Please include in your response a complete listing or catalog of vehicle option packages, dealer options, and accessories separately. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. Please upload in Section 10.1.6 - no zip files can be accepted.

This solicitation does not include the following types of vehicles, which are included in other HGACBuy contracts:

Earth Moving and Construction Equipment (EM06-19),

Street Sweeping Equipment (SW04-20),

Grounds and Turf Equipment (GR01-20), or

Medium and Heavy Duty Trucks and Truck Bodies (HT06-21).

4.2. Manuals and Base Model Specs

- A. Contractor must supply at the time of delivery, at least one complete owner's manual or complete operations and service documentation covering the completed vehicles as delivered and accepted.
- B. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each base model on the response listing. Please upload in Section 10.1.5 - no zip files can be accepted.

4.3. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.4. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date

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- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

Attachment A
CUES, Inc.
Sewer/Storm Water, Hydro-Excavating Equipment and Related Services
Contract No.: SC06-24

Manufacturer	Model	Item Description	Offered List Price	HGACBuy Discount
		Category D – Sewer/Storm Water/Pipeline Inspection System-Portable		
Cues, Inc.	D1 - Mark 3 System	Mark3 - Portable Mainline TV Inspection System”, including: Pan and Tilt Zoom camera, Ultra Shorty self propelled tractor for 6"-15" lines, LCD Display with built in Power Control Unit, keypad and mounted on reinforced RAM assembly, built in DVR, compact reel with 1000' multi-conductor TV cable, auto payout retrieve and footage head, downhole equipment and one day training.	\$ 107,160.00	6%
Cues, Inc.	D2 - QZIII Pole Camera	QZ III Zoom Pole Camera system, including: wireless high definition camera, distance to defect, M.A.P. lighting, extendable telescoping pole, rechargeable battery and wireless control via GNET software (software sold separately).	\$ 20,478.00	6%
Cues, Inc.	D3 - MP+ Portable Pipeline Inspection System	MP+ - Portable Pipeline Inspection System : Portable lateral & mini-mainline push system. This modularly designed system stands out by integrating all of the most sought after features including video titling, video inspection coding, digital recording and portability into an easy to use and intuitive package. System includes a miniature self leveling camera with built in sonde, stainless steel durable wheeled coiler with 200' of push cable and large 8.4 industrial grade monitor with built in titling and digital recording in a weather/water resistant enclosure for 2" – 12" pipelines.	\$ 19,900.00	6%
Cues, Inc.	D4 - C541 Flexiprobe Plumbers Portable Inspection System	C541 Flexiprobe® Plumbers including Command Center, Mini reel with 100' push rod, 1" color camera, universal flexispring, skid set.	\$ 8,533.00	6%
Cues, Inc.	D5 - C541 Flexiprobe Mini Portable Inspection System	C541 Flexiprobe® Mini including Command Center, Mini reel with 115' push rod, 1" color camera, universal flexispring, skid set.	\$ 9,842.00	6%
Cues, Inc.	D6 - C542 Flexiprobe Standard Portable Inspection System	C542 Flexiprobe® Standard including Command Center, Standard reel with 200' push rod, 1" self-levelling color camera, universal flexispring, skid set.	\$ 10,695.00	6%
Cues, Inc.	D7 - C543 Flexiprobe Standard Portable Inspection System	C543 Flexiprobe® Standard including Command Center, Standard reel with 500' push rod, 1" self-levelling color camera, universal flexispring, skid set.	\$ 19,054.00	6%
Cues, Inc.	D8 - C550 Flexitrax Small Standard Portable Inspection Package	C550 Flexitrax Small Standard Package - Portable Inspection System, Motorized Drum with up to 1000' cable, 6" crawler with lift, Pan & Tilt Camera for Pipe Inspection of 6-18" diameter pipes. Comes complete with Downhole System and Command Module with built in joysticks.	\$ 62,623.00	6%
Cues, Inc.	D9 - C550 Flexitrax Large Standard Portable Inspection Package	C550 Flexitrax Large Standard Package - Portable Inspection System, Motorized Drum with up to 1000' cable, 8" crawler with lift, Pan & Tilt Camera for Pipe Inspection of 8" - 36" diameter pipes. Comes complete with Downhole System and Command Module with built in joysticks.	\$ 79,398.00	6%
		Category E – Sewer/Storm Water/Pipeline Inspection System Vans & Trailers		
Cues, Inc.	E1 - Hi-Cube Van Installation (Vehicle Provided by Customer)	Hi-Cube Van Installation (vehicle provided by customer) which includes: 14' aluminum hi-cube body with full height walk thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system with 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 205,050.00	6%
Cues, Inc.	E2 - Hi-Cube Van TV Inspection Vehicle	Hi-Cube Van TV Inspection Vehicle - Ford E450 Cutaway Van, 158" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 14,050 GVW which includes: 14' aluminum hi-cube body with full height walk thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system with 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 254,250.00	6%
Cues, Inc.	E3 - Step Van Installation (Vehicle Provided by Customer)	Step Van Installation (vehicle provided by customer) which includes: 16' Step Van body with Evolution interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system with 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 235,522.00	6%

Cues, Inc.	E4 - Step Van TV Inspection Vehicle	Step Van TV Inspection Vehicle - Ford F59 Step Van chassis, 178" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 19,500 GVW which includes: 16' Step Van body with Evolution interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system with 22" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 288,628.00	6%
Cues, Inc.	E5 - Sprinter Installation (Vehicle Provided by Customer)	Sprinter Van Installation (vehicle provided by customer) which includes: Evolution Sprinter interior carpentry and outfitting; 7.5 KW Diesel on-board generator, Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system; 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 186,863.00	6%
Cues, Inc.	E6 - Sprinter TV Inspection Vehicle	Sprinter TV Inspection Vehicle - Mercedes-Benz Sprinter 170" wheelbase, diesel engine, automatic transmission, cab air conditioning, AM/FM Radio, 11,030 GVW which includes: 14' body, Evolution Sprinter interior carpentry and outfitting; 7.5 KW Diesel on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system; 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 261,636.00	6%
Cues, Inc.	E7 - Ford Transit Installation (Vehicle Provided by Customer)	Ford Transit Van Installation (vehicle provided by customer) which includes: Evolution interior carpentry and outfitting; 7 KW on-board generator, Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system; 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 182,548.00	6%
Cues, Inc.	E8 - Ford Transit TV Inspection Vehicle	Ford Transit TV Inspection Vehicle - Ford Transit, 148" wheelbase, 3.7 L gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 10,360 GVW which includes: Evolution interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system; 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 245,526.00	6%

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - CUES, Inc. - Public Services - ID: 12571 - SC06-24

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and CUES, Inc., hereinafter referred to as the Contractor, having its principal place of business at 3600 Rio Vista Avenue, Orlando, FL 32805.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Jun 01 2024 and ends May 31 2028. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for

any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the

Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master

Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the

performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must

comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

CUES, Inc.

Signature

DocuSigned by:

Thomas Moye

D59F27CAAD59461...

Name

Thomas Moye

Title

Chief Fiancial Officer

Date

5/23/2024

Signature

DocuSigned by:

Chuck Wemple

82EC270D5D61423...

Name

Chuck Wemple

Title

Executive Director

Date

5/23/2024

H-GAC

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - CUES, Inc. - Public Services - ID: 12571

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer. Please note: awarded contracts for SC06-24 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles or equipment must list these vehicles in Category H. If that specific product is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category H should only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

- A. Sewer/Storm Water/Pipeline Cleaners - Truck and Trailer mounted**
- B. Jet Rodders - Truck and Trailer mounted**
- C. Hydro-Excavators - Truck and Trailer mounted**
- D. Sewer/Storm Water/Pipeline Inspection System - portable**
- E. Sewer/Storm Water/Pipeline Inspection System Vans and Trailers**
- F. Miscellaneous Sewer/Storm Water Cleaning Vehicles/Equipment**
- G. Miscellaneous Sewer/Storm Water Cleaning Services**
- H. Electric/Alternative Fuel Sewer/Storm Water Cleaning, Hydro-Excavator, Inspection, or related vehicles**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

I. Sewer/Storm Water Cleaning and related vehicle Service/Maintenance Plans

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

Request For Proposal #SC06-24

Title: Sewer/Storm Water, Hydro-Excavating Equipment and Related Services

J. Sewer/Storm Water Cleaning and related vehicle Parts and Supplies

Response listing need only to include catalog name and percentage discount.

Please include in your response a complete listing or catalog of vehicle option packages, dealer options, and accessories separately. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. Please upload in Section 10.1.6 - no zip files can be accepted.

This solicitation does not include the following types of vehicles, which are included in other HGACBuy contracts:

Earth Moving and Construction Equipment (EM06-19),

Street Sweeping Equipment (SW04-20),

Grounds and Turf Equipment (GR01-20), or

Medium and Heavy Duty Trucks and Truck Bodies (HT06-21).

4.2. Manuals and Base Model Specs

- A. Contractor must supply at the time of delivery, at least one complete owner's manual or complete operations and service documentation covering the completed vehicles as delivered and accepted.
- B. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each base model on the response listing. Please upload in Section 10.1.5 - no zip files can be accepted.

4.3. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.4. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date

Request For Proposal #SC06-24

Title: Sewer/Storm Water, Hydro-Excavating Equipment and Related Services

- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

Attachment A
CUES, Inc.
Sewer/Storm Water, Hydro-Excavating Equipment and Related Services
Contract No.: SC06-24

Manufacturer	Model	Item Description	Offered List Price	HGACBuy Discount
		Category D – Sewer/Storm Water/Pipeline Inspection System-Portable		
Cues, Inc.	D1 - Mark 3 System	Mark3 - Portable Mainline TV Inspection System”, including: Pan and Tilt Zoom camera, Ultra Shorty self propelled tractor for 6"-15" lines, LCD Display with built in Power Control Unit, keypad and mounted on reinforced RAM assembly, built in DVR, compact reel with 1000' multi-conductor TV cable, auto payout retrieve and footage head, downhole equipment and one day training.	\$ 107,160.00	6%
Cues, Inc.	D2 - QZIII Pole Camera	QZ III Zoom Pole Camera system, including: wireless high definition camera, distance to defect, M.A.P. lighting, extendable telescoping pole, rechargeable battery and wireless control via GNET software (software sold separately).	\$ 20,478.00	6%
Cues, Inc.	D3 - MP+ Portable Pipeline Inspection System	MP+ - Portable Pipeline Inspection System : Portable lateral & mini-mainline push system. This modularly designed system stands out by integrating all of the most sought after features including video titling, video inspection coding, digital recording and portability into an easy to use and intuitive package. System includes a miniature self leveling camera with built in sonde, stainless steel durable wheeled coiler with 200' of push cable and large 8.4 industrial grade monitor with built in titling and digital recording in a weather/water resistant enclosure for 2" – 12" pipelines.	\$ 19,900.00	6%
Cues, Inc.	D4 - C541 Flexiprobe Plumbers Portable Inspection System	C541 Flexiprobe® Plumbers including Command Center, Mini reel with 100' push rod, 1" color camera, universal flexispring, skid set.	\$ 8,533.00	6%
Cues, Inc.	D5 - C541 Flexiprobe Mini Portable Inspection System	C541 Flexiprobe® Mini including Command Center, Mini reel with 115' push rod, 1" color camera, universal flexispring, skid set.	\$ 9,842.00	6%
Cues, Inc.	D6 - C542 Flexiprobe Standard Portable Inspection System	C542 Flexiprobe® Standard including Command Center, Standard reel with 200' push rod, 1" self-levelling color camera, universal flexispring, skid set.	\$ 10,695.00	6%
Cues, Inc.	D7 - C543 Flexiprobe Standard Portable Inspection System	C543 Flexiprobe® Standard including Command Center, Standard reel with 500' push rod, 1" self-levelling color camera, universal flexispring, skid set.	\$ 19,054.00	6%
Cues, Inc.	D8 - C550 Flexitrax Small Standard Portable Inspection Package	C550 Flexitrax Small Standard Package - Portable Inspection System, Motorized Drum with up to 1000' cable, 6" crawler with lift, Pan & Tilt Camera for Pipe Inspection of 6-18" diameter pipes. Comes complete with Downhole System and Command Module with built in joysticks.	\$ 62,623.00	6%
Cues, Inc.	D9 - C550 Flexitrax Large Standard Portable Inspection Package	C550 Flexitrax Large Standard Package - Portable Inspection System, Motorized Drum with up to 1000' cable, 8" crawler with lift, Pan & Tilt Camera for Pipe Inspection of 8" - 36" diameter pipes. Comes complete with Downhole System and Command Module with built in joysticks.	\$ 79,398.00	6%
		Category E – Sewer/Storm Water/Pipeline Inspection System Vans & Trailers		
Cues, Inc.	E1 - Hi-Cube Van Installation (Vehicle Provided by Customer)	Hi-Cube Van Installation (vehicle provided by customer) which includes: 14' aluminum hi-cube body with full height walk thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system with 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 205,050.00	6%
Cues, Inc.	E2 - Hi-Cube Van TV Inspection Vehicle	Hi-Cube Van TV Inspection Vehicle - Ford E450 Cutaway Van, 158" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 14,050 GVW which includes: 14' aluminum hi-cube body with full height walk thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system with 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 254,250.00	6%
Cues, Inc.	E3 - Step Van Installation (Vehicle Provided by Customer)	Step Van Installation (vehicle provided by customer) which includes: 16' Step Van body with Evolution interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system with 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 235,522.00	6%

Cues, Inc.	E4 - Step Van TV Inspection Vehicle	Step Van TV Inspection Vehicle - Ford F59 Step Van chassis, 178" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 19,500 GVW which includes: 16' Step Van body with Evolution interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system with 22" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 288,628.00	6%
Cues, Inc.	E5 - Sprinter Installation (Vehicle Provided by Customer)	Sprinter Van Installation (vehicle provided by customer) which includes: Evolution Sprinter interior carpentry and outfitting; 7.5 KW Diesel on-board generator, Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system; 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 186,863.00	6%
Cues, Inc.	E6 - Sprinter TV Inspection Vehicle	Sprinter TV Inspection Vehicle - Mercedes-Benz Sprinter 170" wheelbase, diesel engine, automatic transmission, cab air conditioning, AM/FM Radio, 11,030 GVW which includes: 14' body, Evolution Sprinter interior carpentry and outfitting; 7.5 KW Diesel on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system; 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 261,636.00	6%
Cues, Inc.	E7 - Ford Transit Installation (Vehicle Provided by Customer)	Ford Transit Van Installation (vehicle provided by customer) which includes: Evolution interior carpentry and outfitting; 7 KW on-board generator, Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system; 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 182,548.00	6%
Cues, Inc.	E8 - Ford Transit TV Inspection Vehicle	Ford Transit TV Inspection Vehicle - Ford Transit, 148" wheelbase, 3.7 L gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 10,360 GVW which includes: Evolution interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system; 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	\$ 245,526.00	6%



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CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 3, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.g. - Personal Services Agreement with Consor North America, Inc. for the 2026 Oregon City Roadway Reconstruction Project (CI 25-003)

STAFF RECOMMENDATION:

Award the Contract and Authorize the City Manager to Execute the Personal Services Agreement with Consor North America, Inc. in the amount of \$598,654.00 for Design Services, Preparation of Bid Documents, and Construction Services for the 2026 Oregon City Roadway Reconstruction Project (CI 25-003).

EXECUTIVE SUMMARY:

To complete the next year of the 5-Year Pavement Maintenance Plan, Public Works is requesting approval of an agreement with Consor North America, Inc. to provide services for the design process, solicitation of bids, and construction phase.

BACKGROUND:

Oregon City Public Works, using the 5-Year Pavement Maintenance Plan, has planned for the following roads to receive 70+ Americans with Disabilities (ADA) ramp replacements and asphalt resurfacing treatment in the summer of 2026:

- Molalla Avenue: Division to Warner Milne
- Holmes Lane: Laurel Lane to Molalla Avenue

The 5-Year Pavement Maintenance Plan is funded by the Pavement Maintenance Utility Fee (PMUF) which has been in place since 2008.

The attached scope of work (Exhibit A) outlines the details by which the project will move forward through the design process, solicitation of bids, and construction phase. Due to the design of over 70 ADA ramp replacements along the project corridors, the consultant services contract is higher than typically seen. However, staff have worked with the consultant to identify several tasks that will be handled by City staff to help reduce overall consultant costs.

The anticipated schedule for the project is as follows:

- October 2025 to February 2026 – Design and Bid Documents

- March 2026 – Bid Advertisement
- April 2026 – Bid Opening
- May 2026 – Bid Award
- June 2026 – Contract processing and preparation
- July 2026 to October 2026 – Construction

On June 2 and June 4, 2025, a request for proposals for professional engineering services and construction management services for the 2026 Oregon City Roadway Reconstruction Project (CI 25-003) was advertised in the *Daily Journal of Commerce* and the City bid site, in accordance with City and State contracting procedures for Formal Selection Procedures. Proposals were due June 26, 2025 and three (3) proposals were received including Century West Engineering, Consor North America, Inc. and Harper, Houf, Peterson, Righellis Inc. (HHPR). A selection committee reviewed the proposals and determined that Consor North America, Inc. was the most qualified proposer.

Consor North America, Inc. has previously provided similar services to the City on past PMUF projects.

This procurement follows Oregon City Municipal Code 2.40.020, which allows use of the Attorney General Model Rules for Engineering and Architectural Services. OAR 137-048-0220 requires the use of a Formal Solicitation for projects where the anticipated consultant fee is greater than \$250,000.

This Personal Services Agreement is in alignment with the project's budget, and adequate funds are available.

OPTIONS:

1. Approve Personal Services Agreement with Consor North America, Inc. for the 2026 Oregon City Roadway Reconstruction Project (CI 25-003).
2. Approve Personal Services Agreement with Consor North America, Inc. for the 2026 Oregon City Roadway Reconstruction Project (CI 25-003) with Amendments.
3. Deny Personal Services Agreement with Consor North America, Inc. for the 2026 Oregon City Roadway Reconstruction Project (CI 25-003) and provide further direction.

BUDGET IMPACT:

Amount	\$598,654
Fiscal Year(s):	2026/2027
Funding Source(s):	PMUF

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

PROJECT NAME (PROJECT NUMBER)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **CONSOR NORTH AMERICA, 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 **February 28, 2027**, 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 **five hundred ninety eight thousand six hundred fifty four dollars (\$598,654)**.

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: Dayna Webb, P.E.

To Consultant:

CONSOR NORTH AMERICA, INC.
1 SW COLUMBIA STREET, SUITE 1700
PORTLAND, OREGON 97204
ATTENTION: Gabe Crop

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

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

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

CITY OF OREGON CITY

CONSOR NORTH AMERICA, INC.

By: _____ By: _____

Name: Dayna Webb, P.E. Name: _____

Title: Public Works Director Title: _____

Dated: _____ Dated: _____

By: _____ ORIGINAL CITY COMMISSION
APPROVAL DATE (IF APPLICABLE)

Name: Anthony J. Konkol, III Date: _____

Title: City Manager

Dated:
APPROVED AS TO LEGAL
SUFFICIENCY

By: _____

Name: _____

Title: City Attorney

EXHIBIT A

SCOPE OF WORK ENGINEERING SERVICES FOR 2026 RECONSTRUCTION PROJECT PMUF (CI 25-003) CITY OF OREGON CITY

Background

The City of Oregon City's (City) transportation system includes about 146 miles of City-owned surface streets of varying size and capacity requiring periodic maintenance to keep them operational. The City established a Pavement Maintenance Utility Fee (PMUF) in 2007 to address maintenance needs for these streets. A significant portion of the fees collected are to be spent on reconstruction/restoration of existing roadways described within this scope of work.

Project Description

This project will include the design and construction of streets identified for pavement rehabilitation in 2026. The planned street segments to be rehabilitated and designed by the Consultant are listed below in **Table 1**.

Table 1
Street Rehabilitation List for 2026

Street	From	To	Corners w/ Survey	Corners w/ out Survey	Corners w/ Crosswalk Closures	Signalized Intersections	Assumed Treatment
Molalla Avenue	Division Street	Warner Milne Road	45	13	19	2 (paving only at Warner Milne)	2" mill and inlay
Holmes Lane	Laurel Lane	Molalla Avenue	5	0	1	0	2" mill and inlay
May Street	End	Molalla Avenue	0	0	0	0	2" mill and inlay
Buckner Lane	Molalla Avenue	End	0	0	0	0	2" mill and inlay
Hillcrest Lane	Molalla Avenue	End	0	0	0	0	2" mill and inlay
Total			50	13	20	2	

Key Assumptions

Consultant's design process for curb ramps described in the following scope of work assumes an enhanced construction management process utilizing a Consor inspector to help make field adjustments and verify ADA compliance. Only minor utility adjustments or relocations are included with this work. Detector loop replacements, right-of-way acquisition, drainage modifications, or other potential resultant work from curb ramp retrofits other than that described in the scope of work are not currently included as part of this work. Curb ramp retrofit designs are generally anticipated to match the style and footprint of existing ramps with significant geometric changes (i.e., double ramps instead of single ramps) only where necessary to meet ADA without impact to right-of-way or other significant local features.

City Responsibilities

The City of Oregon City will be responsible for the following:

- Provide a project engineer/manager who is responsible for overall project management and will provide coordination between the Consultant and the City.
- Review and verify the work scope and design parameters for the project, including proposed standards.
- Review and process Consultant's monthly payment requests.
- Provide the Consultant copies of all available, relevant City utility "as-built" plans, topographical maps, reports, and studies pertinent to the project.
- Provide Consultant with GIS technical support including a base map based upon coordinate geometry with aerial photography and topographic contours.
- Provide Consultant with the City's standard drafting frame, title block and Drafting Standards Manual.
- Provide Consultant with digital copies of the City's standard construction specifications, details and "front end" bidding document sections.
- Review and approve traffic control plan submittals by Consultant for field work.
- Conduct condition assessment of deteriorating manholes, cleanouts, inlets, catch basins, signage, and any other facilities that may need to be addressed as part of the project. Using the 50% plans, provide a plan sheet markup of the requested improvements to the Consultant for inclusion in the PS&E documents.
- Perform utility coordination roles described in Task 3 with documentation provided to the Consultant for incorporation into the PS&E documents.
- Provide timely review and comment on all reports, drawings and specifications submitted by Consultant to City for review and approval.

- Coordinate with property owners to address any potential right-of-entry and/or right-of-way needs. (The current scope of work does not include efforts for legal descriptions, exhibits, appraisals, offers, closings etc. related to right-of-entry and/or right-of-way acquisition.)
- Provide legal review of all contracts, bid forms, and real property.
- Provide notifications as necessary to the public and business community regarding the nature and timing of the work to be completed.
- Participate in field walk-through with Consultant staff to verify pavement rehabilitation treatments.
- Participate in field walk-throughs with Consultant staff to review more difficult ADA curb ramp designs.
- Coordinate with and submit applications to the County (no State or railroad permits anticipated) for required permits if needed and pay applicable permit fees.
- Coordinate with Clackamas County to implement conversion to radar or video of all in ground detection at traffic signals in the paving corridor such that these new facilities will be functional prior to construction starting.
- Advertise and manage the bidding process for construction.
- Issue notice of intent to award, contracts, review of bonds and insurance, and issue notice to proceed.
- Provide construction management, submittal review, and paving inspection with Consultant support for curb ramp inspection and engineer-of-record services noted in Task 10.

Proposed Scope of Services

The scope of design and construction phase engineering services for the contemplated work by the Consultant is presented below.

Task 1 – Project Management

This effort covers the administration and coordination of the Consultant's staff, subconsultants, and the interface with the City project manager and other City staff through design and construction. The effort will include the following subtasks:

- One project kick-off meeting. Consultant will schedule and lead the meeting and prepare meeting agenda and minutes (bullet point format as an add-on to the meeting agenda). For estimating purposes, it is assumed two (2) Consor team members will be present. The budget assumes a one-hour in-person Kick-off meeting at City offices.

- The budget assumes one (1) virtual design review meeting will occur after the 50% submittal. Consultant will schedule and lead the project meeting and prepare meeting agenda and minutes (bullet point format as an add-on to the meeting agenda). For estimating purposes, it is assumed two (2) Consor team members will be present at the team meeting.
- Conduct virtual check-in meetings (1 hour each) with the City Project Manager through the design phase, up to one per month (6-month active design time frame), to keep the City project manager informed about design issues, decisions, and impacts. Document decisions in email format. Up to two Consor staff will be present at each meeting.
- Coordinate submittal and review of plans, bid items and quantities, and estimate by the City at the 50% level of completion.
- Process and submit monthly billings with a summary of project status by task and subtask, including a summary of invoicing from subconsultants retained for this project. The project is assumed to have a sixteen-month duration (design and construction) and therefore, up to sixteen monthly invoices and status reports will be submitted.
- Overall project coordination including preparation and maintenance of the overall project schedule, internal project meetings, and managing staff, subconsultants and other resources as needed to meet scheduled milestones.

Task 1 Deliverables

- Invoices and Progress Reports (monthly)
- Project Design Schedule
- Meeting agendas and minutes

Task 2 - Surveying

Task 2.1 Preliminary Monument Research

Since pavement rehabilitation has the potential to disturb existing monuments, research will be completed for the project streets listed in Table 1 to determine which monuments may be affected. It is also possible property corners may be disturbed as part of curb ramp construction. To minimize the risk of disturbance, Consultant work will include:

- Researching Clackamas County survey records for recorded surveys, subdivision plats and road drawings that show the location of survey monuments and property corners that have been previously set within the work limits.
- Researching City records that describe the location of City benchmarks in the areas of construction.

- Field verifying presence of monuments, property corners and benchmarks within work limits determined from the 50% design submittal for areas of proposed paving, sidewalk, and ramp construction.
- Using the research described above, inclusion of the approximate monument locations integrated into the project plans.

Task 2.1 Deliverables

- Approximate monument locations integrated into project plans

Task 2.2 Pre-Construction Monument Ties

Consultant will provide pre-construction survey services to identify monuments, property corners and benchmark locations to be preserved and described as follows:

- Establishing survey control and field locating existing centerline monuments, property corners and benchmarks within the limits of construction.
- Notifying County surveyor of public land corners that may be affected by construction activities.

Task 2.3 Post-Construction Monument Survey

Consultant shall provide post-construction survey services for preserving monuments, property corners and benchmarks described as follows:

- Checking monument locations after construction.
- Re-setting centerline monuments, property corners and benchmarks that are destroyed during construction.
- Preparing and filing of a Post-Construction Record-of-Survey with Clackamas County Surveyor's Office.

Task 2.3 Deliverables

- Tied monument locations integrated into the project GIS-based paving plans.
- Identification of monuments located with and without monument boxes.
- Preparation of AutoCAD files with control and monument ties for use in resetting monuments disturbed by construction.
- Resetting monuments, property corners and benchmarks disturbed by construction.

Task 2.4 Topographic Survey and Right-of-Way Resolution

Consultant shall provide topographic “pocket” survey services at the “3D” curb ramp design locations listed in Table 1 described as follows:

- Horizontal control points will be established using the Oregon Real-Time GNSS Network (ORGN) and will be referenced to the Oregon Coordinate Reference System (OCRS), Portland Zone. Vertical control will be referenced to City of Oregon City (NAVD88) datum.
- Detailed topographic survey for 50 corner locations described in **Table 1**, which will include shots every 5 feet from 5 feet into the street to the right-of-way line and from the curb ramp corner 50 feet in each direction along the curb.
- Resolved right-of-way lines will be shown based on pin ties in the area, existing surveys and tax maps for areas of detailed mapping only. Budget does not include pulling title reports of abutting properties in areas of detailed mapping.
- Surveyor will call for one-call utility locate paint marks (and as-built maps), take shots on the marks for areas of detailed mapping using conventional methods, and add utility locations to the basemap drawing.
- Completion of an AutoCAD drawing including the above information to be used for the development of plan sheets for the proposed curb ramp designs.

Task 2.4 Deliverables

- Basemap with resolved right-of-way and existing surface files for use in design.

Task 3 – Utility Coordination (City-Led Task)

Minor utility conflicts are anticipated for this project relative to pavement rehabilitation and curb ramp replacements. Utility adjustments during paving operations are anticipated to include valve box (gas and water) adjustments and manhole (storm, sewer and other) adjustments. Depending on curb ramp designs, above ground utility facilities and utility poles may also need to be adjusted or relocated. Adjustments to City-owned facilities (water, storm, and sewer) will be incorporated into the design.

To complete the utility coordination efforts, the City will:

- Develop a utility contact information list and email project information letters for up to eight (8) franchise utility companies involved to explain the nature of the work (power (1), communications (6), and gas (1)).
- Provide project preliminary plans to each utility at 50% design level.

- Maintain a record of correspondence with utility companies.
- Identify conflicts and issue conflict notices to impacted utilities.
- Coordinate with franchise utilities and City to resolve utility conflicts and finalize utility relocation requirements as appropriate. Affected utilities will be responsible for developing their relocation designs.

The City will provide a markup for the Consultant to incorporate minor relocations that have been coordinated with the utilities. The markup will also include any minor updates of City facilities. The City will also provide utility contact and relocation timing information for the Consultant to incorporate into the special provision.

Task 3 Deliverables

- Utility relocation information incorporated into the 50% and Final Plans, Specifications, Estimate documents.

Task 4 – Pavement Services (City-Led Task)

The City will review existing as-builts and/or other available geotechnical and pavement reports for the project street segments and provide direction on the pavement treatments to apply. The City and Consultant will conduct a half-day site visit (including travel time) for the project street segments to observe pavement conditions and confirm appropriate treatments based on visual assessment. No testing, analysis, or explorations will be completed for the project street segments.

Task 4 Deliverables

- Pavement treatments incorporated into the 50% and final PS&E documents.

Task 5 – 50% Design

During this phase, Consultant will develop engineering plans which incorporate recommended pavement rehabilitation treatments and curb ramp improvements. The plans will establish appropriate project limits, identify the design sections, and show conceptual curb ramp designs to meet ADA requirements. Under this task, Consultant will:

- Complete a desktop review of the City's existing mapping, as-builts, aerial photographs, topographic surveys and GIS information. Integrate available base mapping into project plan sheets. Conduct field review to validate and supplement mapping noting items of importance for constructability and incorporation into the plans.
- Complete curb ramp retrofit designs using the following "2D" design approach without survey (13 corners):

- Complete office desktop review at each street crossing within paving limits utilizing readily available aerial and street view imagery. Determine where existing curb ramps are located and where new curb ramps are needed. Where sidewalks do not exist, no curb ramps are required for ADA compliance.
- Complete field evaluation of existing curb ramps and take measurements for use in developing layouts.
- Show curb ramp replacement/retrofit locations in the 50% plans and incorporate into cost estimate.
- Develop initial layout details for curb ramp retrofit/replacement designs in conformance with PROWAG and the ODOT/APWA standard drawings. Include sufficient curb ramp layout information in project detail sheets for quantity take-off and initial field layout purposes. Curb ramp details will generally include basis of layout, slope direction, basic ramp dimensions (including along the back of ramp), curb type, surface utility information, and stormwater flow direction. It is assumed final ramp limits will be field-verified during construction based on measurement of formwork and that no right-of-way will be required.
- Complete curb ramp retrofit designs using the following “3D” design approach with survey (50 corners):
 - Complete a site visit to confirm topographic survey
 - Develop conceptual two-dimensional footprints of each curb ramp with approximate construction limits for use in review and determining if push button relocations are necessary.
 - Call out curb ramp replacement/retrofit locations in the 50% street plans and incorporate into cost estimate.
 - Develop initial layout details for curb ramp retrofit/replacement designs in conformance with PROWAG, the ODOT/APWA standard drawings and utilizing survey mapping. Include sufficient curb ramp layout information in project detail sheets for quantity take-off and initial field layout purposes. Curb ramp details will generally include basis of layout, slope direction, basic ramp dimensions (including along the back of ramp), curb type, surface utility information, and stormwater flow direction. It is assumed final ramp limits will be field verified during construction based on measurement of formwork and that no right-of-way will be required
 - For locations where new ramps cannot meet all ADA requirements due to topographic or other constraints, document non-compliant design features in a spreadsheet for the City’s use in documenting exceptions for meeting ADA. It is

anticipated less than 10 locations will require an exception. No formal design exception request or process is required.

- Crosswalk closures where deemed necessary (20 corners):
 - Review closure locations with the City during one of the review or check-in meetings and document closure reasoning in meeting minutes.
 - Coordinate with City for an acceptable and typical crosswalk closure signing approach conforming with PROWAG and the ODOT/APWA standard drawings that can be applied at closed crossings and incorporated into the bid documents.
- Incorporate recommended pavement rehabilitation treatments for each street.
- Establish appropriate project limits, identify the design sections and edge and longitudinal treatment details, address catch basin treatments to appropriately manage bicycle and drainage concerns and identify signal loops (ODOT, Clackamas County or other) which may be impacted.
- Incorporate striping, signing, and any straightforward utility or other improvements requested by the City (City to provide markup based on a City-led condition assessment) into the paving plan sheets.
- Incorporate typical traffic control language into the plans and specifications including special restrictions anticipated for Molalla Avenue, 7th Street, and Holmes Lane. Develop typical temporary pedestrian access routing expectations as a tabular listing in the plans for each corner.
- Prepare front end contract documents using the City's most recent standard forms and draft technical specifications in 2021 ODOT/APWA format.
- Prepare a 50% level cost estimate and bid schedule. Cost estimate bid items will be based on the City's current ODOT/APWA Standard Specifications for Construction.
- Prepare 50% construction plans (1" = 40' scale on half-size sheets) and details as needed to clearly describe the work to be constructed. Construction plans shall, at a minimum, include civil notes, details and sections, and street improvement plans for streets listed in **Table 1**.
- Complete quality control/quality assurance reviews of 50% deliverables.

Task 5 Deliverables

- Spreadsheet of ADA compliance documentation for requested design exceptions
- Electronic versions of the 50% plans, specifications and cost estimate (PDF and Excel)

Task 6 – 90% Design (Reserved)

Task 7 – Final Design

The final design submittal shall be advanced from the 50% submittal (incorporating review comments as appropriate). Additional tasks beyond those listed above include:

- Refine curb ramp designs (2D without survey and 3D with survey) in conformance with PROWAG and the ODOT/APWA standard drawings. Include sufficient curb ramp layout information in project detail sheets for quantity take-off and initial field layout purposes. Curb ramp details will generally include slope direction, basic ramp dimensions, curb type and surface utility information. It is assumed final ramp limits will be field-verified during construction based on measurement of formwork and that no right-of-way will be required.
- Update and document ADA design exception notes in Excel Format.
- Pending confirmation of available funds for construction, incorporate 300-500' long segments of Buckner, Hillcrest, and May Street into the project plans with an assumed overlay or grind/inlay treatment.
- Updated ADA compliance documentation.
- Complete quality control/quality assurance reviews of Final deliverables.

Task 7 Deliverables

- Updated spreadsheet of ADA compliance documentation for requested design exceptions
- Electronic versions of the complete contract bidding documents including final front end documents, technical specifications, plans, and cost estimate (PDF, Word, Excel and CAD)
- Provide one (1) reproducible set of bidding documents

Task 8 – Traffic Signal Modifications

Task 8.1 Pushbutton Review

The Consultant will review existing pushbutton locations and configurations at the Molalla Avenue/Pearl Street and Molalla Avenue/Holmes Lane traffic signals to determine if simple modifications (e.g. pushbuttons extensions) can be made to provide ADA accessible pushbuttons that are compatible with the new ADA ramp designs. If simple modifications are determined to be viable, Consultant shall provide notes and information to the project team detailing the required modifications to include on the roadway plans. Consultant will also provide specifications and estimates for these modifications.

Task 8.2 Traffic Signal Modifications (Contingency Task)

If contingency task is released, the Consultant will provide traffic signal modification design plans, specifications, and estimate for relocating/upgrading existing push buttons at one signalized intersection to meet current ADA accessible standards. Existing traffic signals (poles, arms, heads, cabinets, etc.) are assumed to remain in place. The traffic signal design shall be done according to the requirements of the MUTCD, Oregon Department of Transportation (ODOT) Traffic Signal Design Manual (2025), ODOT Traffic Manual (June 2024), applicable Oregon Standard Drawings, Clackamas County Special Provisions, and Oregon Specifications. This task assumes the following one (1) signalized intersection may require minor modifications:

- Molalla Avenue & Pearl Street

Task 8 Assumptions

- No lighting upgrades/analysis will be conducted
- No temporary signal design will be completed
- Detection upgrades, including cabinet prints revisions, will be completed by the County prior to the project, and are not included as part of this scope of work.
- Up to one site visit will be conducted
- Existing traffic signals (poles, arms, luminaires, heads, cabinets, etc.) are assumed to remain in place at the location listed in Task 8.2

Task 8 Deliverables

- 50% and Final Plans, Specifications, Estimate, and documentation of review comments incorporated into Task 5 and 7 deliverables.

Task 9 – Bidding Services (Reserved, City-Led task)

Task 10 – Construction Phase Services (City-Led Task)

The Consultant will provide engineer-of-record and inspection services with the City providing construction management including public notifications and other coordination related items as needed. Construction phase services are assumed to occur over a 14-week active period (3 months) and will include:

- Attending a preconstruction meeting led by the City and providing notes for City use. For estimating purposes, it is assumed two (2) Consor team members (PM and inspector) will be present. The budget assumes a one-hour in-person office meeting at City offices.

- Attending one pre-pour and one pre-pave meeting led by the City and providing input and notes for City use. For estimating purposes, it is assumed one (1) Consor team member (inspector) will be present. The budget assumes a one-hour in-person meeting as an extension of progress meeting.
- Attendance by the Consultant inspector at progress meetings (4 assumed) with Contractor and City to address construction-related issues. Producing meeting summaries.
- Reviewing up to five (5) requests for information or clarification and up to two (2) change orders. Budget assumes one straightforward change order based on contractor-provided pricing and one end of project change order to resolve final quantities. If force account work is necessary, additional services may be added by amendment.
- Reviewing the asphalt submittal (no ADA working drawings will be required by the Contractor for review) for conformance to the design requirements of the project and in accordance with the requirements of the contract documents. City to review all other submittals.
- Construction inspection monitoring the progress and quality of the work, including preparation of construction inspection reports. Inspection time on-site is assumed to include the following:
 - During ADA concrete work, including related layout and surface removal activities (assumes 12 weeks of active curb ramp construction at 20 hours per week)
 - Intermittent site visits (extra 40 hours) to obtain and check quantities and measurements
- Coordinating curb ramp layout with the construction contractor to confirm ramps meet ADA compliance. Coordination is anticipated to include a pre-pour meeting, layout of demolition limits, checking of forms for every ramp location and spot-checking grades after the pour. Consultant will check ramps utilizing an approved ADA inspection form with a pass/fail determination and coordinate follow-up repairs if needed for compliance.
- Assistance in determining if non-conforming contract work should be rejected.
- Reviewing and making recommendations for Contractor monthly progress payments (assumed four progress payments at five total review hours per payment).
- Attendance during the final inspection and preparation of a punch list the City will manage.
- Provide Record Drawings representative of the “as constructed” project.
- Post-construction survey per Task 2.

Task 10 Deliverables

- Meeting notes
- Daily inspection reports, RFIs, change orders, design modifications, ADA inspection forms, and other documents as requested by the City
- Recommendations for progress payments
- Record Drawings
- Project files in electronic format

Preliminary Sheet List

The following is the anticipated list of plan sheet list:

Description	50% Design	90% Design	Final Design
Cover Sheet, Index of Drawing and Location Map	1		1
Legend and Abbreviations	1		1
General Notes	1		1
Sheet Layout Map	1		1
Traffic Control Notes and Temporary Pedestrian Access Route Table	1		1
Typical Sections	2		2
Street Details	2		2
Curb Ramp Details (4 corners per sheet)	16		16
Curb Ramp Typical Section and ADA General Notes	1		1
Plan Map and Notes (1"=20' Full Size) – Molalla Avenue	8		8
Plan Map and Notes (1"=20' Full Size) – Holmes Lane	1		1
Plan Map and Notes (1"=20' Full Size) – May, Buckner, & Hillcrest	0		2
Signal Plans (if needed for Pearl)	2		2
Standard Drawings (4 ODOT Drawings per Sheet and 8 City Drawings Per Sheet)	9		9
TOTAL	46		48

Schedule

The design schedule for the 2026 bid package will accommodate an anticipated bid opening in early April, Commission approval in late April, anticipated NTP to the construction contractor in early June and construction completion in October.

2026 ROADWAY RECONSTRUCTION PROJECT PMUF (CI 25-003)
CITY OF OREGON CITY
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)								Hours	Labor	Subconsultants		Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$/hr	Total					
	Principal Engineer III	Professional Engineer IV	Engineering Designer IV	Professional Engineer VIII	Technician IV	Professional Engineer IV	Engineering Designer IV	Administrative III														
	\$900 \$105	\$202 \$205	\$108 \$105	\$252 \$246	\$194 \$197	\$202 \$205	\$202 \$195	\$194														
Average Billing Rate Estimated per Classification/Staff	Staff Name	Crookshank	Wienke/III	Castro/III	Giesbrecht/IV	Heralda/IV	Ebbesen/IV	Hennrich/III	Hennrich/III													
Task 1 - Project Management (Design and Construction Phases)																						
Kick-off Meeting	4	8								12	\$	2,408			\$		106	\$	2,514			
Monthly (10%)	4	7								11	\$	2,253			\$		112	\$	2,365			
Virtual Check-in Meetings (8)	6	12								18	\$	3,636			\$		176	\$	3,812			
Overall Project Coordination	50	25								75	\$	15,075			\$		750	\$	15,825			
Monthly submittal LTR	8	16								24	\$	4,824			\$		120	\$	5,024			
Design Schedule	2	4								6	\$	1,212			\$		30	\$	1,242			
Task 1 Subtotal	74	74	0	0	0	0	0	0	8	156	\$	30,798	\$	-	\$	-	148	\$	30,946			
Task 2 - Surveying																						
Task 2.1 - Preliminary Measurement Research		1	2			1				0	\$	-	\$	4,500		1.1	\$	4,500	\$	4,500		
Task 2.2 - Pre-Construction Measurement Task										4	\$	812	\$	8,000		1.1	\$	8,812	\$	8,812		
Task 2.3 - Peak-Construction Measurement Survey										5	\$	1,025	\$	9,800		1.1	\$	10,825	\$	10,825		
Task 2.4 - Topographic Survey and Right-of-Way Resolution										14	\$	2,828	\$	20,000		1.1	\$	22,828	\$	22,828		
Task 2 Subtotal	0	0	0	0	0	0	0	0	0	21	\$	4,665	\$	34,300	\$	-	38	\$	38,965	\$	38,965	
Task 3 - Utility Coordination (City-Led Task)																						
Incorporate utility information into the PSD documents	2	4	16			8				30	\$	6,105			\$		1	\$	6,105	\$	6,105	
Task 3 Subtotal	2	4	16	0	0	8	0	0	0	30	\$	6,105	\$	-	\$	-	1	\$	6,105	\$	6,105	
Task 4 - Pavement Services (City-Led Task)																						
Field Walkthrough	4	4								8	\$	1,624			\$		1.1	\$	1,786	\$	1,786	
Task 4 Subtotal	4	4	0	0	0	0	0	0	0	8	\$	1,624	\$	-	\$	-	1.1	\$	1,786	\$	1,786	
Task 5 - 50% Design																						
Review info, integrate GIS mapping, and conduct field review		8	16			8				32	\$	6,528			\$		1.1	\$	7,180	\$	7,180	
20 locations ASR location review, and field review										8	\$	1,648			\$		1.1	\$	1,810	\$	1,810	
Conceptual/Design/Construction/As-Built Development	4	4	8							16	\$	3,248			\$		1.1	\$	3,572	\$	3,572	
Plans (ASR)	24	200	440			70				264	\$	52,896			\$		1.1	\$	58,396	\$	58,396	
Potential ASR Design/Exception Request Documentation		8	16							24	\$	4,848			\$		1.1	\$	5,232	\$	5,232	
Contract documents and technical specifications		8	40							48	\$	9,696			\$		1.1	\$	10,560	\$	10,560	
Cost estimate		2	12			16				30	\$	6,150			\$		1.1	\$	6,765	\$	6,765	
CADD		8	16							24	\$	4,848			\$		1.1	\$	5,232	\$	5,232	
Task 5 Subtotal	48	276	528	16	78	0	127	0	1073	\$	124,956	\$	-	\$	-	\$	-	112	\$	125,068	\$	125,068
Task 6 - 50% Design (Reserved)																						
Task 6 Subtotal	0	0	0	0	0	0	0	0	0	0	\$	-	\$	-	\$	-	0	\$	-	\$	-	
Task 7 - Final Design																						
Incorporate comments	4	16	32							52	\$	10,528			\$		1.1	\$	11,580	\$	11,580	
Plans (ASR)	12	100	200			36				150	\$	30,600			\$		1.1	\$	33,660	\$	33,660	
ASR Design/Exception Request Documentation									42	26	\$	5,320			\$		1.1	\$	5,852	\$	5,852	
Contract documents and technical specifications		20	100							120	\$	24,480			\$		1.1	\$	26,680	\$	26,680	
Cost estimate	1	8	16							21	\$	4,281			\$		1.1	\$	4,609	\$	4,609	
CADD	4	16	32			8				52	\$	10,528			\$		1.1	\$	11,580	\$	11,580	
Task 7 Subtotal	23	152	252	8	36	0	42	0	435	\$	107,583	\$	-	\$	-	\$	-	112	\$	108,705	\$	108,705
Task 8 - Traffic Signal Modifications																						
Task 8.1 - Publication Review		2	4							6	\$	1,248			\$		1.1	\$	1,372	\$	1,372	
Task 8.2 - Traffic Signal Modifications (Contingency)		6	12							18	\$	3,744			\$		1.1	\$	4,116	\$	4,116	
Task 8 Subtotal	2	8	16	0	0	0	0	0	0	24	\$	5,000	\$	-	\$	-	2.2	\$	5,500	\$	5,500	
Task 9 - Bidline Services (Reserved, City-Led Task)																						
Task 9 Subtotal	0	0	0	0	0	0	0	0	0	0	\$	-	\$	-	\$	-	0	\$	-	\$	-	
Task 10 - Construction Phase Services																						
Pre-Construction Meeting	1									6	\$	1,248			\$		1.1	\$	1,372	\$	1,372	
Pre-Plan and Pre-Draw Meetings	4									4	\$	800			\$		1.1	\$	880	\$	880	
Construction Meetings	24									24	\$	4,800			\$		1.1	\$	5,280	\$	5,280	
Coordination, RFI's and Change Orders		18								27	\$	5,536			\$		1.1	\$	6,036	\$	6,036	
Submittals						2				18	\$	3,600			\$		1.1	\$	3,960	\$	3,960	
Inspection										280	\$	56,000			\$		1.1	\$	61,600	\$	61,600	
Monthly progress payments (4)										20	\$	4,000			\$		1.1	\$	4,400	\$	4,400	
Final inspection and Punchlist Development										12	\$	2,400			\$		1.1	\$	2,640	\$	2,640	
Record drawings	2	20	40			0				66	\$	13,300			\$		1.1	\$	14,630	\$	14,630	
Task 10 Subtotal	5	42	80	2	0	0	2	0	435	\$	87,777	\$	-	\$	3,360	\$	6,094	\$	2,484	\$	90,571	
TOTAL - ALL TASKS	158	566	640	26	123	0	525	0	2264	\$	477,632	\$	62,100	\$	31,060	\$	105,460	\$	3,248	\$	536,644	

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 (4/2017)

Page 2 of 5

EXHIBIT B

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 or alleged to be caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

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

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

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

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

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

24. Arbitration.

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

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

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

City of Oregon City

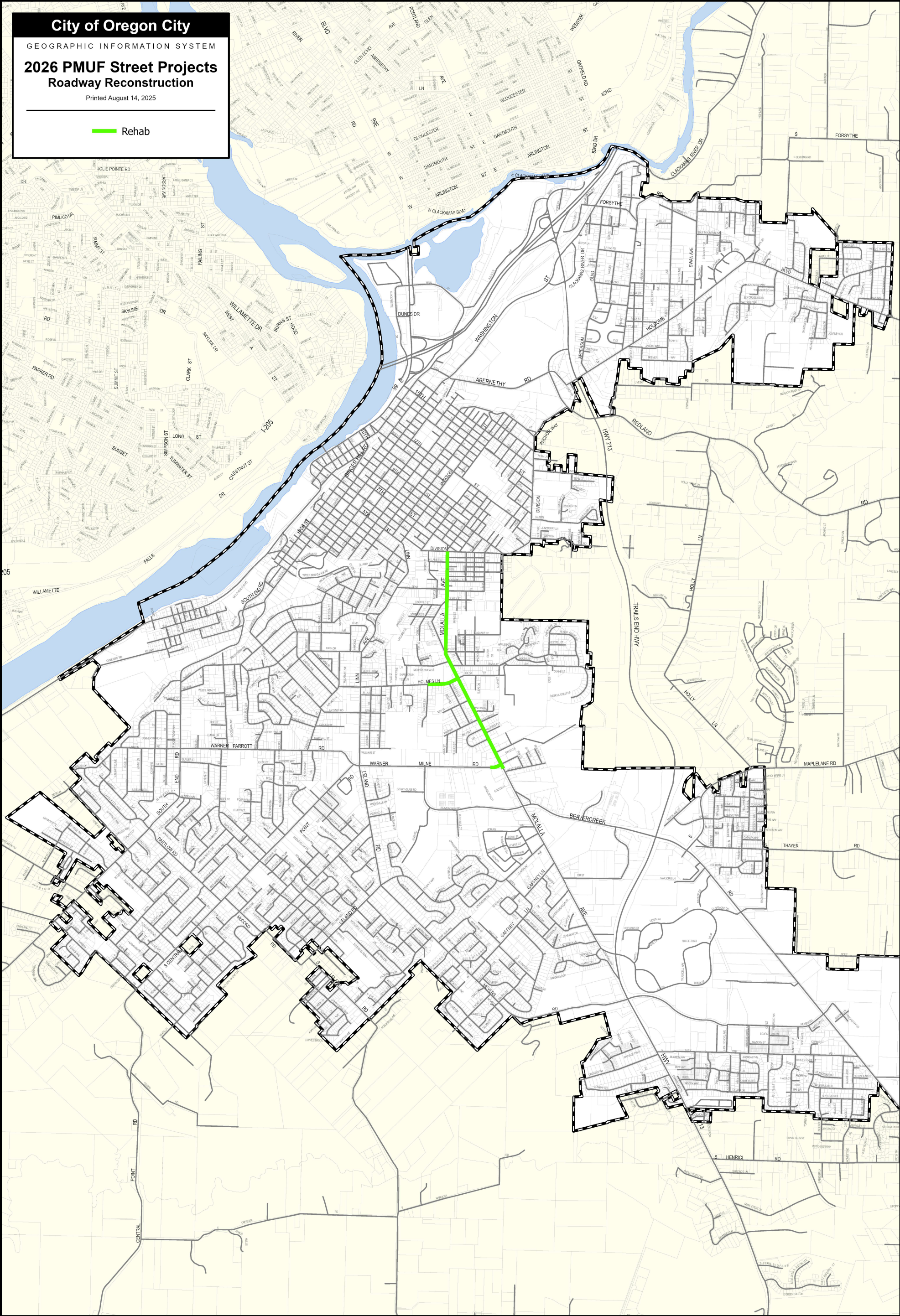
GEOGRAPHIC INFORMATION SYSTEM

2026 PMUF Street Projects

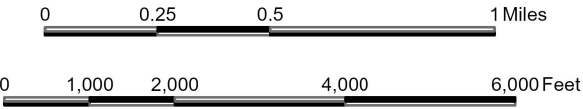
Roadway Reconstruction

Printed August 14, 2025

Rehab



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



City of Oregon City
P.O. Box 3040
625 Center St
Oregon City, OR 97045
503-657-0891 phone
503-657-6629 fax
www.orecity.org





CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 3, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.h. - Public Improvement Contract with Landis & Landis Construction, LLC for the McLoughlin Basin Sanitary Sewer I&I Rehab Project 1 (CI 24-005)

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Public Improvement Contract with Landis & Landis Construction, LLC in the amount of \$3,373,371.00 for construction of the McLoughlin Basin Sanitary Sewer I&I Rehab Project 1 (CI 24-005).

EXECUTIVE SUMMARY:

The McLoughlin Basin Sanitary Sewer I&I Rehab Project 1 is being delivered as part of the City's I&I Program. This project will repair sanitary and storm mains via Cured in Place Pipe (CIPP) lining, install new storm mains to solve existing flooding issues, and evaluate and rehabilitate laterals in the McLoughlin Basin. This project is eligible to receive funds from Water Environment Services (WES), through an existing intergovernmental agreement (IGA) for Regional Inflow and Infiltration Reduction.

BACKGROUND:

The City's 2014 Sanitary Sewer Master Plan calls for an Inflow and Infiltration (I&I) Program to reduce surface and subsurface water from entering the sanitary sewer collection system. I&I can lead to sewer overflows during, and after, heavy storms when flows become greater than normal. In addition, these high flows require the City to maintain larger pump stations and sewer mains, which increases City maintenance efforts, all of which can increase rates for the utility customers. Infiltration typically occurs through holes, cracks, joint failures, and faulty connections in pipes or manholes because of age or disturbance(s). Inflow sources occur in improper connections, such as roof drains, foundation drains, and stormwater catch basins.

The City's I&I Program identifies I&I problems (in the sewer system) and delivers projects to address them. The program utilizes a holistic approach, considering all components of the sewer system, when identifying rehabilitation focus areas and when repairing mains from the sewer to a home. The McLoughlin Basin Sanitary Sewer I&I Rehab Project 1 (CI 24-005) is part of this program and is located within the Clackamas Water Environmental Services (WES) identified reimbursement area. This project is eligible for funding via the WES Intergovernmental Agreement (IGA) for Regional I&I Reduction.

This project will repair sanitary and storm mains via CIPP lining, install new storm mains to

solve existing flooding issues, and evaluate and rehabilitate laterals in the McLoughlin Basin (within the McLoughlin neighborhood association). Construction includes:

- Rehabilitation of approximately 1,400 linear feet of 8-12-inch storm and sanitary sewer through cured-in-place pipe (CIPP) lining.
- Replacement of approximately 200 linear feet of 8-inch sanitary sewer through pipe bursting.
- Installation of approximately 1,800 linear feet of new 8-12-inch storm and sanitary sewer.
- Inspection and rehabilitation of approximately 95 sanitary sewer laterals from the mainline to within 5 feet of the building.
- Installation of approximately 15 new concrete sanitary and storm sewer manholes.
- Replacement of the existing roadway surfacing of Monroe Street (from 5th Street to 6th Street) and Taylor Street (from 7th Street to 9th Street) through 2-inch asphalt concrete pavement (ACP) grind and inlay.
- Perform additional and incidental work, as called for by the Specifications and Plans.

Improvements to the storm sewer system near the intersection of Van Buren and 8th Streets are intended to resolve flooding problems in the area. Downspouts connected to the sanitary sewer are known to exist in this area, and these cross-connections cannot be addressed if the area's stormwater system does not function. Since these storm improvements are necessitated by sanitary sewer work, the work is eligible for funding via the WES IGA for Regional I&I Reduction and should be funded using sanitary sewer user rates.

On July 25 and July 28, 2025, the project was advertised in the *Daily Journal of Commerce* and the City bid site in accordance with City and State contracting procedures. The bid opening was held on August 21, 2025, and six (6) bids were received. Staff, Leeway Engineering Solutions, and Wallis Engineering reviewed the bids and determined that Landis & Landis Construction, LLC, was the lowest responsive bidder. The contract award value is three million, three hundred seventy-three thousand, three hundred seventy-one dollars and zero cents (\$3,373,371.00).

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

Landis & Landis Construction, LLC	\$3,373,371.00
The Saunders Company	\$3,668,688.00
Moore Excavation, Inc.	\$3,831,595.00
K&R Plumbing Construction Company, Inc.	\$4,072,350.00
Emery & Sons Construction Group	\$4,079,984.00
Clark & Sons Excavating, Inc.	\$4,145,123.00

Engineer's Estimate: \$4,007,645.00

The bidding was close, with the lowest three bids being within 14% of each other and the

apparent low bid 15.8% lower than the engineer's estimate.

Construction will begin in October 2025, and work is anticipated to be completed by October 2, 2026.

This Public Improvement Contract is in alignment with the project's budget and adequate funds are available.

OPTIONS:

1. Approve Public Improvement Contract with Landis & Landis Construction, LLC for the McLoughlin Basin Sanitary Sewer I&I Rehab Project 1 (CI 24-005).
2. Approve Public Improvement Contract with Landis & Landis Construction, LLC for the McLoughlin Basin Sanitary Sewer I&I Rehab Project 1 (CI 24-005) with Amendments.
3. Deny Public Improvement Contract with Landis & Landis Construction, LLC for the McLoughlin Basin Sanitary Sewer I&I Rehab Project 1 (CI 24-005) and provide further direction.

BUDGET IMPACT:

Amount	\$3,373,371.00
Fiscal Year(s):	2025-2026 and 2026-2027
Funding Source(s):	Sanitary Sewer Fund

SECTION III A
CONTRACT AGREEMENT

This Agreement, made and entered into this 3rd day of September, 2025, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **LANDIS & LANDIS CONSTRUCTION, LLC** (“CONTRACTOR”).

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

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **MCLOUGHLIN BASIN SANITARY SEWER I&I REHAB PROJECT 1 (CI 24-005)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Submittal Requirements and Forms Contract Agreement Oregon City Public Improvement Standard Conditions Statutory Conditions to Contract Agreement Payment Bond Performance Bond State of Oregon Statutory Public Works Bond	Prevailing Wage Rates for Public Works Contracts in Oregon, dated July 5, 2025 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated April 5, 2025 Prevailing Wage Apprenticeship Rates dated July 5, 2025 Definitions of Covered Occupations for Public Works Contracts in Oregon dated October 5, 2024 2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents General Conditions Special Provisions Contract Drawings Archaeological Inadvertent Discovery Plan (IDP) City of Oregon City Standard Details Addendum 1 – August 4, 2025 All items included within these Contract Documents
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The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be substantially complete by **October 2, 2026**, and ready for final acceptance by **October 24, 2026**, as identified in 00180.50(b) of the Special Provisions.

ARTICLE III - Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **three million, three hundred seventy-three thousand, three hundred seventy-one dollars and zero cents (\$3,373,371.00)**.

ARTICLE IV - Warranty and Quality of Work

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

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

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

CITY OF OREGON CITY

**LANDIS & LANDIS CONSTRUCTION,
LLC**

By: _____
Anthony J. Konkol III
City Manager

Printed Name

By: _____
Dayna Webb, P.E.
Public Works Director

By: _____
Authorized Signature

Title

Approved as to Legal Sufficiency

By: _____
City Attorney

Date

Address:

City Commission Award Date:
September 3, 2025

Federal Taxpayer ID Number

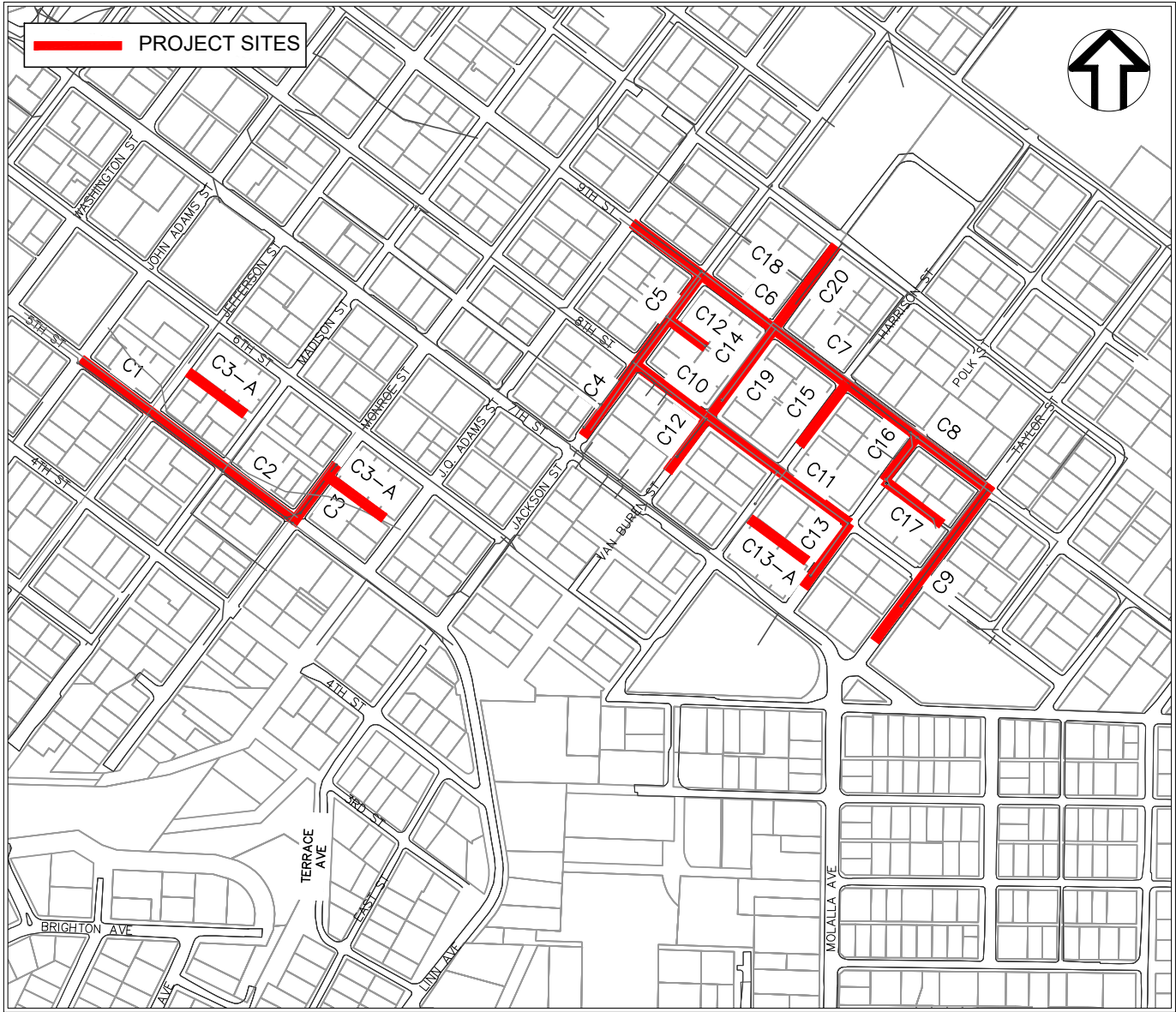
CITY OF OREGON CITY

MCLOUGHLIN BASIN SANITARY SEWER I & I REHAB PROJECT #1

OC PROJECT NO. CI 24-005

JULY 2025

FINAL DESIGN



PROJECT SITE MAP
NOT TO SCALE

Attention Excavators: Oregon Law requires the contractor to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. The contractor may obtain copies of these rules from the center by calling (503) 232-1987 or by accessing the Internet at www.state.or.us/government.htm. The contractor must notify the center at least 2 business days, but not more than 10 business days, before commencing an excavation. Call (503) 246-6699.

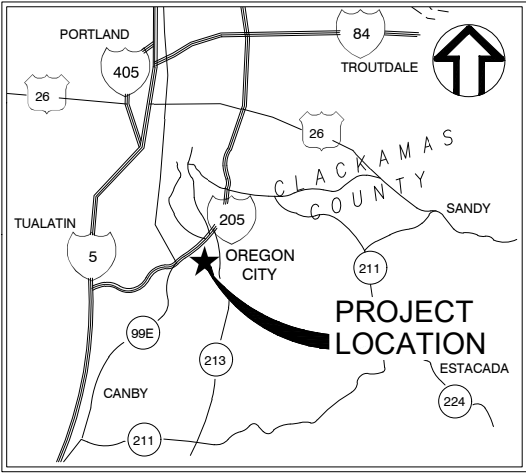


Civil Engineer: Leeway Engineering
555 SE Martin Luther King Jr. Blvd.
Portland, Oregon 97214
(971) 865-4911
Contact: Zach Swartzendruber, P.E.



Owner: City of Oregon City
P.O. Box 3040
13895 Fir Street - 2nd Floor
Oregon City, Oregon 97045
Oregon City Public Works Department
Contact: Kenneth Cannady-Shultz,
P.E., Project Manager
(971) 204-4622
Contact (Sewer/Storm): Eric Hand
(971) 204-4600
Contact (Water): Kevin Hanks
(971) 204-4600
Contact (Street Division): Jayson Thornberg
(971) 204-4600

Project Contacts:	
Portland General Electric (503) 908-4394 Contact: Rod Snodgrass	NW Natural (503) 221-4211 Contact: Rich Girard
Clackamas County Traffic Maintenance (503) 650-3713 Contact: Rich Gandy	Century Link (Lumen) (564) 888-2020 Contact: Don Sheeran
Comcast (503) 351-9487 Contact: Scott Anderson	CES NW (Surveyor) (503) 968-6655 Contact: Paul Kohn



LOCATION MAP
NOT TO SCALE

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SECTION IX - CONTRACT DRAWINGS



August 22, 2025

Kenny Cannady-Shultz
City of Oregon City
625 Center Street
Oregon City, Oregon 97045

RE: McLoughlin Sanitary Sewer I/I Rehabilitation Project 1 – Recommendation of Award
OC Project No. (CI 24-005)

Dear Mr. Cannady-Shultz:

We have reviewed the submitted bid from the apparent low bid received for the above referenced project. A total of six (6) bids were received ranging from \$3,373,371.00 to \$4,145,123.00.

The apparent low bidder filled out the original bid form and not the one included in Addendum 1. The bid form in Addendum 1 is identical to the original bid form except for the substantial completion date in the original bid form is September 4, 2026 instead of October 2, 2026. The bid form in Addendum 1 was included in the submitted bid but not filled out. The unit prices, bid items, and total bid amount are not affected and would not result in a change of low bidders. Based on this and the submitted bid documents, we consider the apparent low bidder to be responsible and responsive.

The lowest responsive and responsible bid was submitted by Landis & Landis Construction. from Marylhurst, OR in the amount of Three Million, Three Hundred Seventy Three Thousand, Three Hundred Seventy One Dollars and Zero Cents (\$3,373,371.00).

We have reviewed Landis & Landis Construction's bid bond and have checked their current status relative to state licensing and found it to be in order along with verifying that the contractor is not listed on the debarred contractors list.

Upon the City's award of the project, please fill out and sign, as applicable, the Notice of Award, Performance Bond, Payment Bond, Public Works Bond, and Contract Agreement forms and forward them to the contractor.

Please note that in accordance with ORS 279B.135 a Notice of Intent to Award must be posted or provided to the other bidders prior to the City's award of a contract.

Sincerely,

Digitally signed by Zachary I
Swartzendruber

Zach Swartzendruber, PE

LEEWAY ENGINEERING SOLUTIONS

Client City of Oregon City
McLoughlin Basin Sanitary Sewer I&I Rehab Project 1 (CI 24-005)
Bid Tabulation
Date: 8/21/25 2:00 PM

Apparent Low

Other Bidders

Item	Description	Units	Quantity	Engineers Estimate		Landis & Landis		The Saunders Company		Moore Excavation		K&R Plumbing		Emery & Sons		Clark & Sons Excavating	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Extra Work as Authorized	FA	1	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00	\$ 260,000.00
2	Mobilization	LS	1	\$ 350,000.00	\$ 350,000.00	\$ 510,000.00	\$ 510,000.00	\$ 436,000.00	\$ 436,000.00	\$ 375,000.00	\$ 375,000.00	\$ 475,000.00	\$ 475,000.00	\$ 587,950.00	\$ 587,950.00	\$ 340,000.00	\$ 340,000.00
3	Temporary Work Zone Traffic Control, Complete	LS	1	\$ 71,000.00	\$ 71,000.00	\$ 75,000.00	\$ 75,000.00	\$ 17,500.00	\$ 17,500.00	\$ 205,000.00	\$ 205,000.00	\$ 75,000.00	\$ 75,000.00	\$ 42,250.00	\$ 42,250.00	\$ 159,000.00	\$ 159,000.00
4	Portable Changeable Message Signs	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 7,500.00	\$ 15,000.00	\$ 9,000.00	\$ 18,000.00	\$ 9,000.00	\$ 18,000.00	\$ 10,000.00	\$ 20,000.00	\$ 3,550.00	\$ 7,100.00	\$ 3,500.00	\$ 7,000.00
5	Flaggers	HR	440	\$ 80.00	\$ 35,200.00	\$ 77.00	\$ 33,880.00	\$ 102.00	\$ 44,880.00	\$ 82.00	\$ 36,080.00	\$ 95.00	\$ 41,800.00	\$ 82.00	\$ 36,080.00	\$ 108.00	\$ 47,520.00
6	Traffic Control Supervisor	EA	11	\$ 800.00	\$ 8,800.00	\$ 100.00	\$ 1,100.00	\$ 1,000.00	\$ 11,000.00	\$ 500.00	\$ 5,500.00	\$ 1,500.00	\$ 16,500.00	\$ 5,150.00	\$ 56,650.00	\$ 1,600.00	\$ 17,600.00
7	Erosion Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00	\$ 13,500.00	\$ 13,500.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 36,865.00	\$ 36,865.00	\$ 37,000.00	\$ 37,000.00
8	Inlet Protection, Type 4	EA	32	\$ 150.00	\$ 4,800.00	\$ 100.00	\$ 3,200.00	\$ 75.00	\$ 2,400.00	\$ 125.00	\$ 4,000.00	\$ 100.00	\$ 3,200.00	\$ 110.00	\$ 3,520.00	\$ 54.00	\$ 1,728.00
9	Pollution Control Plan	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 400.00	\$ 400.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,750.00	\$ 3,750.00	\$ 500.00	\$ 500.00
10	Contaminated Media Management Plan Preparation	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 17,390.00	\$ 17,390.00	\$ 12,350.00	\$ 12,350.00
11	Soil Sample Collection and Analytical Testing	EA	11	\$ 2,000.00	\$ 22,000.00	\$ 2,500.00	\$ 27,500.00	\$ 3,000.00	\$ 33,000.00	\$ 750.00	\$ 8,250.00	\$ 1,500.00	\$ 16,500.00	\$ 3,230.00	\$ 35,530.00	\$ 1,200.00	\$ 13,200.00
12	Contaminated Soil Disposal	TON	5	\$ 500.00	\$ 2,500.00	\$ 350.00	\$ 1,750.00	\$ 600.00	\$ 3,000.00	\$ 500.00	\$ 2,500.00	\$ 1,650.00	\$ 8,250.00	\$ 415.00	\$ 2,075.00	\$ 550.00	\$ 2,750.00
13	Construction Survey Work	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 17,500.00	\$ 17,500.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 12,675.00	\$ 12,675.00	\$ 12,000.00	\$ 12,000.00
14	Establish Sanitary Sewer Lateral Slope	EA	19	\$ 200.00	\$ 3,800.00	\$ 550.00	\$ 10,450.00	\$ 275.00	\$ 5,225.00	\$ 250.00	\$ 4,750.00	\$ 1,000.00	\$ 19,000.00	\$ 335.00	\$ 6,365.00	\$ 3,000.00	\$ 57,000.00
15	Removal of Structures and Obstructions	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 35,000.00	\$ 35,000.00	\$ 51,500.00	\$ 51,500.00	\$ 35,000.00	\$ 35,000.00	\$ 6,500.00	\$ 6,500.00	\$ 67,320.00	\$ 67,320.00	\$ 151,000.00	\$ 151,000.00
16	Clearing and Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 8,500.00	\$ 8,500.00	\$ 1,250.00	\$ 1,250.00	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 42,350.00	\$ 42,350.00	\$ 70,000.00	\$ 70,000.00
17	Rock Excavation	CY	50	\$ 100.00	\$ 5,000.00	\$ 50.00	\$ 2,500.00	\$ 230.00	\$ 11,500.00	\$ 175.00	\$ 8,750.00	\$ 75.00	\$ 3,750.00	\$ 225.00	\$ 11,250.00	\$ 415.00	\$ 20,750.00
18	Boulder Excavation	CY	50	\$ 100.00	\$ 5,000.00	\$ 50.00	\$ 2,500.00	\$ 105.00	\$ 5,250.00	\$ 175.00	\$ 8,750.00	\$ 100.00	\$ 5,000.00	\$ 175.00	\$ 8,750.00	\$ 460.00	\$ 23,000.00
19	Trench Foundation	CY	50	\$ 100.00	\$ 5,000.00	\$ 50.00	\$ 2,500.00	\$ 190.00	\$ 9,500.00	\$ 50.00	\$ 2,500.00	\$ 100.00	\$ 5,000.00	\$ 150.00	\$ 7,500.00	\$ 125.00	\$ 6,250.00
20	Exploratory Excavation	EA	10	\$ 1,000.00	\$ 10,000.00	\$ 550.00	\$ 5,500.00	\$ 1,350.00	\$ 13,500.00	\$ 1,500.00	\$ 15,000.00	\$ 2,100.00	\$ 21,000.00	\$ 1,100.00	\$ 11,000.00	\$ 1,500.00	\$ 15,000.00
21	Horizontal Directional Drilling, HDPE, ASTM F714, DR11, 4 Inch Pipe	LF	223	\$ 300.00	\$ 66,900.00	\$ 315.00	\$ 70,245.00	\$ 395.00	\$ 88,085.00	\$ 235.00	\$ 52,405.00	\$ 392.00	\$ 87,416.00	\$ 146.00	\$ 32,558.00	\$ 127.00	\$ 28,321.00
22	Horizontal Directional Drilling, HDPE, ASTM F714, DR11, 8 Inch Pipe	LF	158	\$ 1,200.00	\$ 189,600.00	\$ 345.00	\$ 54,510.00	\$ 255.00	\$ 40,290.00	\$ 240.00	\$ 37,920.00	\$ 375.00	\$ 59,250.00	\$ 285.00	\$ 45,030.00	\$ 321.00	\$ 50,718.00
23	Lateral Service Connections to HDD mainline	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 5,100.00	\$ 10,200.00	\$ 1,315.00	\$ 2,630.00	\$ 2,200.00	\$ 4,400.00	\$ 2,500.00	\$ 5,000.00	\$ 5,540.00	\$ 11,080.00	\$ 6,600.00	\$ 13,200.00
24	Pipe Bursting, 8 Inch	LF	171	\$ 200.00	\$ 34,200.00	\$ 180.00	\$ 30,780.00	\$ 300.00	\$ 51,300.00	\$ 225.00	\$ 38,475.00	\$ 95.00	\$ 16,245.00	\$ 155.00	\$ 26,505.00	\$ 130.00	\$ 22,230.00
25	Service Line Reconections	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 5,100.00	\$ 5,100.00	\$ 520.00	\$ 520.00	\$ 2,200.00	\$ 2,200.00	\$ 3,000.00	\$ 3,000.00	\$ 5,005.00	\$ 5,005.00	\$ 1,620.00	\$ 1,620.00
26	CIPP Liner, 8 Inch	LF	289	\$ 100.00	\$ 28,900.00	\$ 99.00	\$ 28,611.00	\$ 117.00	\$ 33,813.00	\$ 100.00	\$ 28,900.00	\$ 95.00	\$ 27,455.00	\$ 100.00	\$ 28,900.00	\$ 102.00	\$ 29,478.00
27	CIPP Liner, 12 Inch	LF	1122	\$ 110.00	\$ 123,420.00	\$ 115.00	\$ 129,030.00	\$ 130.00	\$ 145,860.00	\$ 100.00	\$ 112,200.00	\$ 120.00	\$ 134,640.00	\$ 115.00	\$ 129,030.00	\$ 119.00	\$ 133,518.00
28	Additional Lateral Cleaning and Descaling	HR	60	\$ 200.00	\$ 12,000.00	\$ 665.00	\$ 39,900.00	\$ 510.00	\$ 30,600.00	\$ 250.00	\$ 15,000.00	\$ 300.00	\$ 18,000.00	\$ 330.00	\$ 19,800.00	\$ 758.00	\$ 45,480.00
29	Service Line Lateral Video Inspection	EA	197	\$ 225.00	\$ 44,325.00	\$ 200.00	\$ 39,400.00	\$ 225.00	\$ 44,325.00	\$ 250.00	\$ 49,250.00	\$ 325.00	\$ 64,025.00	\$ 150.00	\$ 29,550.00	\$ 660.00	\$ 130,020.00
30	Mainline Video Inspection	LF	11960	\$ 5.00	\$ 59,800.00	\$ 5.50	\$ 65,780.00	\$ 1.50	\$ 17,940.00	\$ 7.00	\$ 83,720.00	\$ 3.50	\$ 41,860.00	\$ 5.50	\$ 65,780.00	\$ 5.50	\$ 65,780.00
31	Dye Testing and Connection Verification	EA	9	\$ 200.00	\$ 1,800.00	\$ 200.00	\$ 1,800.00	\$ 375.00	\$ 3,375.00	\$ 250.00	\$ 2,250.00	\$ 400.00	\$ 3,600.00	\$ 1,425.00	\$ 12,825.00	\$ 790.00	\$ 7,110.00
32	Service Line Lateral Investigation, Review, and Condition Assessment	EA	100	\$ 200.00	\$ 20,000.00	\$ 50.00	\$ 5,000.00	\$ 720.00	\$ 72,000.00	\$ 250.00	\$ 25,000.00	\$ 250.00	\$ 25,000.00	\$ 240.00	\$ 24,000.00	\$ 243.00	\$ 24,300.00
33	Connectivity Investigation of Improper Connections	FA	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
34	Private cleanout	EA	95	\$ 1,200.00	\$ 114,000.00	\$ 350.00	\$ 33,250.00	\$ 555.00	\$ 52,725.00	\$ 1,200.00	\$ 114,000.00	\$ 500.00	\$ 47,500.00	\$ 2,675.00	\$ 254,125.00	\$ 450.00	\$ 42,750.00
35	Replace/Rehabilitate Existing Sewer Lateral, Pipe Bursting (All diameters, Depths, Backfill, Pipes & Fittings	LF	4400	\$ 85.00	\$ 374,000.00	\$ 50.00	\$ 220,000.00	\$ 52.00	\$ 228,800.00	\$ 35.00	\$ 154,000.00	\$ 90.00	\$ 396,000.00	\$ 44.00	\$ 193,600.00	\$ 125.00	\$ 550,000.00
36	Replace/Rehabilitate Existing Sewer Lateral, CIPP (All diameters, Depths, Backfill, Pipes & Fittings	LF	1300	\$ 100.00	\$ 130,000.00	\$ 149.00	\$ 193,700.00	\$ 155.00	\$ 201,500.00	\$ 260.00	\$ 338,000.00	\$ 145.00	\$ 188,500.00	\$ 152.00	\$ 197,600.00	\$ 122.00	\$ 158,600.00
37	Sanitary Sewer Lateral Reconnection, Insert-a-tee	EA	6	\$ 6,500.00	\$ 39,000.00	\$ 4,500.00	\$ 27,000.00	\$ 6,000.00	\$ 36,000.00	\$ 2,700.00	\$ 16,200.00	\$ 3,700.00	\$ 22,200.00	\$ 4,655.00	\$ 27,930.00	\$ 5,100.00	\$ 30,600.00
38	Sanitary Sewer Lateral Reconnection, Pipe Tee	EA	7	\$ 4,500.00	\$ 31,500.00	\$ 3,300.00	\$ 23,100.00	\$ 1,000.00	\$ 7,000.00	\$ 2,700.00	\$ 18,900.00	\$ 3,500.00	\$ 24,500.00	\$ 5,810.00	\$ 40,670.00	\$ 6,600.00	\$ 46,200.00
39	Sanitary Sewer Lateral Reconnection, CIPP Top Hat	EA	18	\$ 3,500.00	\$ 63,000.00	\$ 2,750.00	\$ 49,500.00	\$ 2,950.00	\$ 53,100.00	\$ 4,000.00	\$ 72,000.00	\$ 3,500.00	\$ 63,000.00	\$ 3,010.00	\$ 54,180.00	\$ 2,900.00	\$ 52,200.00
40	Sanitary Sewer Lateral Reconnection, Existing Pipe Tee Connection	EA	43	\$ 1,000.00	\$ 43,000.00	\$ 250.00	\$ 10,750.00	\$ 5,000.00	\$ 215,000.00	\$ 2,500.00	\$ 107,500.00	\$ 2,250.00	\$ 96,750.00	\$ 3,255.00	\$ 139,965.00	\$ 2,600.00	\$ 111,800.00
41	Private Lateral Point Repair, First 5 Feet	EA	20	\$ 3,500.00	\$ 70,000.00	\$ 550.00	\$ 11,000.00	\$ 2,300.00	\$ 46,000.00	\$ 2,000.00	\$ 40,000.00	\$ 1,500.00	\$ 30,000.00	\$ 3,195.00	\$ 63,900.00	\$ 1,450.00	\$ 29,000.00
42	Private Lateral Point Repair, Each additional Foot	LF	100	\$ 200.00	\$ 20,000.00	\$ 125.00	\$ 12,500.00	\$ 170.00	\$ 17,000.00	\$ 110.00	\$ 11,000.00	\$ 80.00	\$ 8,000.00	\$ 230.00	\$ 23,000.00	\$ 110.00	\$ 11,000.00
43	Contractor Prepared Lateral Plans and Coordination	EA	95	\$ 750.00	\$ 71,250.00	\$ 300.00	\$ 28,500.00	\$ 200.00	\$ 19,000.00	\$ 250.00	\$ 23,750.00	\$ 500.00	\$ 47,500.00	\$ 980.00	\$ 93,100.00	\$ 625.00	\$ 59,375.00

Client City of Oregon City
McLoughlin Basin Sanitary Sewer I&I Rehab Project 1 (CI 24-005)
Bid Tabulation
Date: 8/21/25 2:00 PM

Apparent Low

Other Bidders

Item	Description	Units	Quantity	Engineers Estimate		Landis & Landis		The Saunders Company		Moore Excavation		K&R Plumbing		Emery & Sons		Clark & Sons Excavating	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
44	Right of Entry Coordination	FA	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
45	Permit Fees	FA	1	\$ 57,000.00	\$ 57,000.00	\$ 57,000.00	\$ 57,000.00	\$ 57,000.00	\$ 57,000.00	\$ 57,000.00	\$ 57,000.00	\$ 57,000.00	\$ 57,000.00	\$ 57,000.00	\$ 57,000.00	\$ 57,000.00	\$ 57,000.00
46	Additional Property Owner Coordination	FA	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
47	CLSM Backfill	CY	220	\$ 500.00	\$ 110,000.00	\$ 300.00	\$ 66,000.00	\$ 235.00	\$ 51,700.00	\$ 260.00	\$ 57,200.00	\$ 300.00	\$ 66,000.00	\$ 300.00	\$ 66,000.00	\$ 341.00	\$ 75,020.00
48	Sanitary Sewer Cleanout, Public	EA	94	\$ 1,500.00	\$ 141,000.00	\$ 400.00	\$ 37,600.00	\$ 550.00	\$ 51,700.00	\$ 1,500.00	\$ 141,000.00	\$ 1,850.00	\$ 173,900.00	\$ 1,625.00	\$ 152,750.00	\$ 1,200.00	\$ 112,800.00
49	4-inch D3034 PVC Pipe	LF	953	\$ 150.00	\$ 142,950.00	\$ 125.00	\$ 119,125.00	\$ 105.00	\$ 100,065.00	\$ 165.00	\$ 157,245.00	\$ 175.00	\$ 166,775.00	\$ 160.00	\$ 152,480.00	\$ 111.00	\$ 105,783.00
50	8-inch D3034 PVC Pipe	LF	1218	\$ 200.00	\$ 243,600.00	\$ 185.00	\$ 225,330.00	\$ 165.00	\$ 200,970.00	\$ 225.00	\$ 274,050.00	\$ 195.00	\$ 237,510.00	\$ 167.00	\$ 203,406.00	\$ 126.00	\$ 153,468.00
51	12-Inch C900 PVC Pipe	LF	336	\$ 300.00	\$ 100,800.00	\$ 205.00	\$ 68,880.00	\$ 265.00	\$ 89,040.00	\$ 250.00	\$ 84,000.00	\$ 259.00	\$ 87,024.00	\$ 205.00	\$ 68,880.00	\$ 136.00	\$ 45,696.00
52	Pipe Tees, 8 inch	EA	17	\$ 1,000.00	\$ 17,000.00	\$ 550.00	\$ 9,350.00	\$ 135.00	\$ 2,295.00	\$ 550.00	\$ 9,350.00	\$ 500.00	\$ 8,500.00	\$ 275.00	\$ 4,675.00	\$ 3,500.00	\$ 59,500.00
53	8-inch DR17 HDPE Pipe	EA	60	\$ 200.00	\$ 12,000.00	\$ 285.00	\$ 17,100.00	\$ 165.00	\$ 9,900.00	\$ 220.00	\$ 13,200.00	\$ 100.00	\$ 6,000.00	\$ 150.00	\$ 9,000.00	\$ 278.00	\$ 16,680.00
54	Concrete Sanitary Sewer Manholes	EA	9	\$ 9,000.00	\$ 81,000.00	\$ 7,500.00	\$ 67,500.00	\$ 7,500.00	\$ 67,500.00	\$ 10,000.00	\$ 90,000.00	\$ 9,500.00	\$ 85,500.00	\$ 9,550.00	\$ 85,950.00	\$ 11,900.00	\$ 107,100.00
55	Concrete Storm Sewer Manholes	EA	6	\$ 8,000.00	\$ 48,000.00	\$ 7,100.00	\$ 42,600.00	\$ 7,600.00	\$ 45,600.00	\$ 8,000.00	\$ 48,000.00	\$ 8,500.00	\$ 51,000.00	\$ 8,455.00	\$ 50,730.00	\$ 8,700.00	\$ 52,200.00
56	Sanitary Sewer Cleanout, Mainline	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,750.00	\$ 1,750.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,500.00	\$ 6,500.00	\$ 2,770.00	\$ 2,770.00	\$ 2,900.00	\$ 2,900.00
57	Filling Abandoned Structures	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00	\$ 5,750.00	\$ 5,750.00	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00	\$ 3,115.00	\$ 3,115.00	\$ 7,500.00	\$ 7,500.00
58	Filling Abandoned Structures, Pipes	CY	20	\$ 700.00	\$ 14,000.00	\$ 750.00	\$ 15,000.00	\$ 1,250.00	\$ 25,000.00	\$ 800.00	\$ 16,000.00	\$ 200.00	\$ 4,000.00	\$ 550.00	\$ 11,000.00	\$ 330.00	\$ 6,600.00
59	Removal of Protrusions	EA	2	\$ 300.00	\$ 600.00	\$ 250.00	\$ 500.00	\$ 2,850.00	\$ 5,700.00	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 555.00	\$ 1,110.00	\$ 859.00	\$ 1,718.00
60	Permanent Trench Resurfacing, 4 Inch Min Depth	SY	200	\$ 100.00	\$ 20,000.00	\$ 145.00	\$ 29,000.00	\$ 278.00	\$ 55,600.00	\$ 110.00	\$ 22,000.00	\$ 250.00	\$ 50,000.00	\$ 175.00	\$ 35,000.00	\$ 94.00	\$ 18,800.00
61	Temporary Asphalt Pavement Restoration, 2 Inch Min Depth	SY	1000	\$ 80.00	\$ 80,000.00	\$ 35.00	\$ 35,000.00	\$ 40.00	\$ 40,000.00	\$ 39.00	\$ 39,000.00	\$ 95.00	\$ 95,000.00	\$ 20.00	\$ 20,000.00	\$ 42.00	\$ 42,000.00
62	Cold Plane Pavement Removal, 2 Inch Min Depth	SY	800	\$ 20.00	\$ 16,000.00	\$ 29.00	\$ 23,200.00	\$ 18.00	\$ 14,400.00	\$ 26.00	\$ 20,800.00	\$ 55.00	\$ 44,000.00	\$ 17.00	\$ 13,600.00	\$ 16.00	\$ 12,800.00
63	Level 2, 3/4 inch ACP Mixture	TON	110	\$ 230.00	\$ 25,300.00	\$ 225.00	\$ 24,750.00	\$ 420.00	\$ 46,200.00	\$ 200.00	\$ 22,000.00	\$ 475.00	\$ 52,250.00	\$ 340.00	\$ 37,400.00	\$ 255.00	\$ 28,050.00
64	2" Grind and Inlay, Taylor St	SY	2500	\$ 50.00	\$ 125,000.00	\$ 41.00	\$ 102,500.00	\$ 40.00	\$ 100,000.00	\$ 31.00	\$ 77,500.00	\$ 31.00	\$ 77,500.00	\$ 24.25	\$ 60,625.00	\$ 30.00	\$ 75,000.00
65	2" Grind and Inlay, Monroe St	SY	1400	\$ 50.00	\$ 70,000.00	\$ 41.00	\$ 57,400.00	\$ 42.00	\$ 58,800.00	\$ 39.00	\$ 54,600.00	\$ 34.00	\$ 47,600.00	\$ 24.25	\$ 33,950.00	\$ 30.00	\$ 42,000.00
66	Concrete Curbs, Curb and Gutter	LF	100	\$ 75.00	\$ 7,500.00	\$ 90.00	\$ 9,000.00	\$ 75.00	\$ 7,500.00	\$ 80.00	\$ 8,000.00	\$ 95.00	\$ 9,500.00	\$ 119.00	\$ 11,900.00	\$ 135.00	\$ 13,500.00
67	Concrete Walks	SF	900	\$ 40.00	\$ 36,000.00	\$ 35.00	\$ 31,500.00	\$ 38.00	\$ 34,200.00	\$ 25.00	\$ 22,500.00	\$ 45.00	\$ 40,500.00	\$ 23.00	\$ 20,700.00	\$ 18.00	\$ 16,200.00
68	Concrete Driveways	SF	2000	\$ 45.00	\$ 90,000.00	\$ 37.00	\$ 74,000.00	\$ 40.00	\$ 80,000.00	\$ 26.50	\$ 53,000.00	\$ 50.00	\$ 100,000.00	\$ 26.00	\$ 52,000.00	\$ 22.00	\$ 44,000.00
69	Thermoplastic, Extruded, Surface, Non-Profiled	LF	1500	\$ 5.00	\$ 7,500.00	\$ 4.50	\$ 6,750.00	\$ 3.00	\$ 4,500.00	\$ 4.00	\$ 6,000.00	\$ 5.50	\$ 8,250.00	\$ 4.00	\$ 6,000.00	\$ 1.80	\$ 2,700.00
70	Pavement Bar, Type B-HS	SF	20	\$ 30.00	\$ 600.00	\$ 25.00	\$ 500.00	\$ 25.00	\$ 500.00	\$ 25.00	\$ 500.00	\$ 30.00	\$ 600.00	\$ 22.00	\$ 440.00	\$ 208.00	\$ 4,160.00
71	Landscape Restoration, Complete	FA	1	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00
TOTAL (ITEMS 1 TO 71)					\$ 4,007,645.00	-15.8%	\$ 3,373,371.00	-8.5%	\$ 3,668,688.00	-4.4%	\$ 3,831,595.00	1.6%	\$ 4,072,350.00	1.8%	\$ 4,079,984.00	3.4%	\$ 4,145,123.00

Note:



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 3, 2025
From: Scott Archer, Parks and Recreation Director
Thomas Kissinger, Assistant Parks and Recreation Director

SUBJECT:

Item 7.i. - Purchase of one Ventrac 4520P with attachments and one Toro Grandstand Revolution 60" stand-on electric mower from Turf Star Inc.

STAFF RECOMMENDATION:

Staff recommends that City Commission authorize the purchase of (1) Ventrac 4520P with attachments and (1) Toro Grandstand Revolution, as per the attached quotes from Turf Star, Inc.

EXECUTIVE SUMMARY:

The Parks and Cemetery Division Equipment Replacement Fund consists of a variety of vehicles and equipment that support Parks and Cemetery operations. These pieces of equipment provide the Parks and Cemetery Division with appropriate solutions to ensure proper care of landscaping and grounds. Each biennium, the Equipment Replacement Fund budgets for the purchase of new and replacement equipment using funds that are accrued over time.

BACKGROUND:

Park maintenance requires a variety of specialized equipment to ensure proper care of grounds and landscaping. The Parks Division often utilizes many tools that perform a singular function (i.e., mowers, blowers, tillers, etc.). Singular-function equipment can be costly to acquire and difficult to maintain.

The Ventrac system is series of multi-use tools that many ground maintenance agencies are transitioning to because these platforms offer multi-functional capabilities that can replace several singular-function machines. For example, the purchase of a Ventrac and its attachments will allow Parks staff to perform the following tasks using a single piece of equipment:

- Groom and recondition skinned infields
- Finish mowing for fields and sports turfs
- Till soil
- Grind stumps
- Move material with loader bucket
- Sweep sidewalks and pathways
- Plow snow

Additionally, the Ventrac can safely mow slopes up to 30 degrees, significantly increasing operator safety when working on hillsides and uneven terrain.

The Toro GrandStand Revolution electric mower adds further operational efficiency with a compact, stand-on design that offers excellent maneuverability and reduced operator fatigue. Its smaller size allows staff to access tight or restricted areas that larger mowers cannot reach, making it ideal for landscaped spaces, medians, and park areas with limited clearance. As a fully electric unit, it also delivers significantly lower maintenance costs and reduced downtime—eliminating the need for fuel, oil changes, and many common service items. Additionally, it supports the City’s sustainability goals by reducing emissions and noise pollution.

The Parks & Cemetery Division Equipment Replacement Fund budget planned for \$188,000 in equipment purchases for this biennium. The Ventrac system is \$73,182.40 and the Toro GrandStand Revolution is \$31,284.00, for a total of \$104,466.40.

This purchase provides a multi-use equipment solution that can be adapted for future needs as they arise, with a growing inventory of attachments and accessories for both systems. It supports long-term flexibility, fleet modernization, and environmental responsibility.

This procurement is made under the OMNIA cooperative agreement with Turf Star, Inc., the authorized Ventrac and Toro dealership for our region.

This purchase has no trade-in value, as it represents an expansion of our current equipment fleet to better support evolving maintenance needs across the Parks system.

OPTIONS:

1. Approve Purchase of one Ventrac 4520P with attachments and one Toro Grandstand Revolution 60" stand-on electric mower from Turf Star Inc..
2. Approve Purchase of one Ventrac 4520P with attachments and one Toro Grandstand Revolution 60" stand-on electric mower from Turf Star Inc. with Amendments.
3. Deny Purchase of one Ventrac 4520P with attachments and one Toro Grandstand Revolution 60" stand-on electric mower from Turf Star Inc. and provide further direction.

BUDGET IMPACT:

Amount	\$104,466.40
Fiscal Year(s):	FY25-26
Funding Source(s):	Parks and Cemetery Division Equipment Replacement Fund



Pricing Quote

Quote #: 105720-1002
Contract #: 112624-TTC

Date Quoted: August 1, 2025
Quote Expires: September 1, 2025

Prepared For:

Dan Hepler
City of Oregon City

Prepared By:

Turf Star, Inc. - Salem
Aaron Semm
1750 Salem Industrial Drive NE
Salem, OR 97301

Customer's Sourcewell Membership ID:

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Sourcewell	Total
1	70.4161	Accessory: 12V SWITCH & PLUG Kit, 12V Front 4520/4500	372.60	372.60
1	47.0497	Accessory: ARM REST Armrest, Kit - Deluxe Seat 4520	174.80	174.80
1	70.4169	Accessory: CANOPY Kit, Canopy	1,044.20	1,044.20
1	70.4171	Accessory: STROBE LIGHT FOR CANOPY Kit, Strobe Light for Canopy	473.80	473.80
1	70.4164	Accessory: DUAL FRONT HYD AUX Kit, Dual Front Hyd Aux 4520/4500	598.00	598.00
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax Black	1,559.40	1,559.40
1	70.4140	Accessory: DIGITAL SLOPE GAUGE Kit, Slope Indicator	423.20	423.20
1	70.4163	Accessory: FOOT CONTROL Kit, Foot Control 4520/4500	174.80	174.80
1	4520P (39.51216)	Ventrac Tractor: KN, 4520P Kawasaki FD851D <i>Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs</i>	28,782.20	28,782.20
1	70.4160-99	Accessory: Kit, 3 Point Hitch 4520	2,438.00	2,438.00
1	MU720 (39.55114)	Attachment: MOWERS - FINISH MU, MU720 Mower RD	5,308.40	5,308.40
1	70.8214	Accessory: Kit, Hydraulic Flip Up MS/MT/MU	533.60	533.60
1	HQ682 (39.55118)	Attachment: MOWERS - TOUGH CUT HQ, HQ682 Mower, Tough Cut	4,903.60	4,903.60
1	70.8226	Accessory: Kit, Hydraulic Flip Up HQ682	533.60	533.60
1	KV552 (39.55271)	Attachment: V-BLADE KV, KV552 V-blade	3,045.20	3,045.20
1	70.8048	Accessory: POLYURETHANE CUTTING EDGE KIT Kit, KV Polyurethane Edge	349.60	349.60

QTY	Model #	Description	Sourcewell	Total
1	70.8044	Accessory: Kit, KV Snow Containment Flap	124.20	124.20
1	DR540 (39.55285)	Attachment: BALLPARK GROOMER DR, DR540 Groomer	2,755.40	2,755.40
1	70.8156	Accessory: GROOMER BRUSH KIT Kit, Groomer Brush	1,421.40	1,421.40
1	70.8154	Accessory: GROOMER DRAG KIT Kit, Groomer Drag DR540	2,507.00	2,507.00
1	70.4038	Accessory: HYDRAULIC TOP LINK Kit, Top Link Cylinder	349.60	349.60
1	70.4137	Accessory: MID-WEIGHT BAR KIT Kit, Weight Bar Mid 4500/4520	322.00	322.00
6	47.0115	Accessory: ADDITIONAL WEIGHTS Weight, Suitcase - 42 LBS w/Box	115.00	690.00
1	KM500 (39.55601)	Attachment: LOADER & TOOLS KM, KM500 Loader	5,699.40	5,699.40
1	39.56114	Accessory: THREE-N-ONE ADAPTER HH, 3PT 3-n-1 Hitch	515.20	515.20
1	70.8266	Accessory: KIT, KM500 3RD AUX FUNCTION Kit, KM500 3rd Aux Function	671.60	671.60
1	70.8275	BRUSH GUARD Kit, KM500 Brush Guard	363.40	363.40
1	70.8253	Accessory: KM500 RELIEF VALVE Kit, KM500 Relief Valve	128.80	128.80
6	47.0115	Accessory: ADDITIONAL WEIGHTS Weight, Suitcase - 42 LBS w/Box	115.00	690.00
1	DG550 (39.55280)	Attachment: BALLPARK RENOVATOR DG, DG550 Renovator	2,939.40	2,939.40
6	47.0115	Accessory: ADDITIONAL WEIGHTS Weight, Suitcase - 42 LBS w/Box	115.00	690.00

Subtotal 70,582.40

CHARGES

Setup Charges +1,300.00

Delivery +1,300.00

TOTAL USD \$ 73,182.40

CANOPY

70.4169



CANOPY

Stock Code	70.4169
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Dimensions

Weight	62 lbs (28 kg)
Width	42.6 inches (108.2 cm)
Length	56 inches (142.2 cm)
Overall Adjustable Height	1.5 in (3.8 cm)
Standard Height	16 in (40.6 cm) Above top of rollbar to top of canopy
Second Height Option	17.5 in (44.5 cm) Above top of rollbar to top of canopy

Optional Fan Specs

Stock Code	70.4170
Electric Fan	12 in (30.5 cm)
Max Air Flow	1000 CFM
Fan Speeds	3 Options

All specifications subject to change without notice or obligation



AVAILABLE KITS

- 70.4170 – Kit, Fan for Canopy
 - 5 Mounting Options Available
- 70.4171 – Kit, Strobe Light for Canopy
- 70.4172 – Kit, Front Work Light for Canopy
 - Requires 70.4173 -Kit, Work Light LED 4520/4500





Shown with Turf Tires

SPECIFICATIONS

Stock Code

All Terrain	70.4067 (1 kit per tractor)
Turf	70.4068 (1 kit per tractor)
Bar	70.4069 (1 kit per tractor)
Weight	80 lbs (36.25 kg) (per axle)
Additional Tractor Width	24 inches (12 inches/tire) (61 cm)

All specifications subject to change without notice or obligation

Note:

- (A) Do NOT use dual wheels when using the Ventrac VERSA-Loader.
- (B) Engine manufacturers' maximum angle of operation is 25° for continuous use (all directions) and 30° intermittent use*. The 4500P Kawasaki DFI is rated for 30° continuous use.
- (C) Do NOT use with Wheel Extensions

* Intermittent use is up to 10 minutes on the slope, then return to level ground before returning to the slope.

Dual Wheels are available for the 4000 series tractors. They are designed to increase stability, traction, and safety on slopes. Dual wheels are also great for reduction of soil compaction on delicate ground. Once the dual hubs have been installed on each wheel, the duals can be quickly mounted and dismounted.*

Duals are recommended for sandy soils or where a broad distribution of tractor weight is desired, including when driving sideways on slopes greater than 20 degrees (not to exceed 30 degrees).

Duals are only one of numerous considerations for safety on slopes; speed, terrain, irregularities, and stopping the unit are other serious factors to consider for safe operation of the tractor.

*Recommended tire pressure for dual wheels can be found in the 4500 operator manual and also on the sticker inside of the hood



Shown with Standard Tires



500 Venture Drive
 Orrville, OH 44667
 1.866.836.8722

Fax: 330.683.0000
www.ventrac.com
info@ventrac.com

TRACTOR COMPATIBILITY KEY:





4520 TRACTOR

4520 TRACTOR

Model Comparison

	4520K VANGUARD Big Block	4520P KAWASAKI DFI	4520Y KUBOTA Diesel	4520N KUBOTA	4520Z KUBOTA
Stock Codes	39.51219	39.51216	39.51217	39.51225	39.51215
California Model Stock Code		39.51221		39.51227	
Accessory Kit: Front fenders, foot pegs, 4 rear weights, weight transfer	Optional	Standard	Standard	Standard	Standard

Engines

Engine	Vanguard M54	Kawasaki FD851D DFI	Kubota D902	Kubota WG972 EFI	Kubota WG972-GL
Max Operating Speed	3600 rpm	3600 rpm	3600 rpm	3600 rpm	3600 rpm
Horsepower	31	31	25	32.5	32.5
Peak Torque	47 ft lb (64 nm)	47 ft lb (64 nm)	42 ft lb (57 nm)	51 ft lb (69 nm)	51 ft lb (69 nm)
Displacement	896cc	824cc	898cc	962 cc	962cc
Cylinders	2	2	3	3	3
Engine Oil	Ventrac Full Synthetic 10W30				
Cooling	Air	Liquid	Liquid	Liquid	Liquid
Fuel Type	Gasoline	Gasoline	Diesel	Gasoline	Gasoline
Fuel Capacity	6 gal (22.7 L)	6 gal (22.7 L)	6 gal (22.7 L)	6 gal (22.7L)	6 gal (22.7 L)
Fuel Economy^^	1.6 gal/hr (6 L/hr)	1.2 gal/hr (4.5 L/hr)	1.1 gal/hr (4 L/hr)	1.2 gal/hr (4.5 L/hr)	1.5 gal/hr (5.7 L/hr)
Slope Rating (continuous/intermittent)	25°/30°	30°/30°	20°/30°	20°/30°	20°/30°
Alternator	50 Amp	30 Amp	60 Amp	60 Amp	60 Amp

Dimensions

Weight with standard hitch	*1385 lb (628 kg)	1620 lb (735 kg)	1705 lb (773 kg)	1700 lb (771 kg)	1690 lb (767 kg)
Weight with accessories kit	1610 lb (730 kg)	N/A	N/A	N/A	N/A
Weight with 3-point hitch	1690 lb (767 kg) w/ accr kit	1700 lb (771 kg)	1785 lb (810 kg)	1780 lb (807 kg)	1770 lb (803 kg)
Length with standard hitch (ROPS up)	81.5 inches (207 cm)				
Length with 3-point hitch	92 inches (234 cm)				
Width	48.5 inches (123 cm)				
Width with wheel extensions	54.5 inches (138.5 cm)				
Width with duals	73 inches (185.5 cm)				
Wheelbase (front axle to rear axle)	45 inches (114 cm)				
Height (ROPS up)	68 inches (173 cm)				
Height (ROPS down)	54 inches (137 cm)				
Turning Radius (single tires, standard position)	39 inches (99 cm)				
Turning Radius (position 2)	54 inches (137 cm)				
Turning Radius (position 3)	68 inches (173 cm)				
Oscillation amount (@ wheel)	7.5 inches (19 cm)				
Ground Clearance	5 inches (13 cm)				

^^ Fuel Economy tested with HM602 mower for comparison purposes.
Application conditions & attachment will affect fuel economy.

All specifications subject to change without notice or obligation



The Ventrac 4520 tractor was built with you in mind. From the advanced electrical system, redesigned frame, more safety and comfort features; the 4520 offers the reliable performance, astounding versatility and comfortable handling you have come to expect.

Like all Ventrac tractors, the 4520 utilizes All Wheel Drive and an articulating chassis with a low center of gravity to provide superior traction, braking, stability, and security on tough terrain and slopes without disturbing turf when turning.

Over 30 Ventrac Mount Attachments

Choose from over 30 professional grade Ventrac Mount attachments to transform your Ventrac into a productivity powerhouse. This incredibly rugged and dependable machine is a wise business investment for golf courses, schools and universities, parks, street maintenance departments, commercial mowing services, contractors, wineries, farms, property management associations, estate owners and anyone needing one machine to do it all.

STANDARD FEATURES

- Pre-Wired Plug & Play Wiring Harness
 - Premium Comfort Seat
 - Advanced Electronic Instrument Panel
 - 6 Function Warning Gauge & Alarm
 - Conveniently Located PTO Belt Tensioner
 - On-board Diagnostic System
 - Sealed Electrical System
 - Thermostatically Controlled Oil Cooler
 - Battery Disconnect Switch with Circuit Breaker
 - Automotive Style Parking Brake
 - Universal PTO Switch
 - S.D.L.A. Operator Controls
 - Weight Transfer System*
- *Optional on 4520K, standard on other 4520 Models
- USB Charger

Optional Accessories:

- Turf Tires, Chains
- Category 1 3-Point Hitch
- Cold Weather Cab
- Additional Lighting & Signaling Packages
- Electrical Power Outlets
- Digital Slope Indicator
- Dual Wheel or Wheel Extensions for Slope

Visit www.ventrac.com/accessories for full list.



4520 TRACTOR (cont.)

Electrical

Battery	475 CCA (Group 51R)
Voltage	12 volts
Battery Disconnect	Standard, with 150A System Circuit Breaker
Fuses	Sealed, Mini Fuse and J-Case styles

Drivetrain

Hydraulic Pump	Danfoss DDC-20
Pump Drive	Direct Drive (Double U-Joint Drive-shaft)
Hydraulic Motors	MPIM
Transaxles	Peerless 2600 series
Axles	Peerless 40mm (forged) with integrated forged hub
Hydraulic Oil Cooler	Aluminum w/ Thermostatically controlled Electric Fan
Hydraulic Oil Filter (Suction)	25 micron
Hydraulic Oil Filter (Pressurized)	10 micron

Hitch and PTO

Front Hitch	Ventrac Mount System
Electric PTO clutch with Brake	Ogura GT3.5 (250 ft lb) (339 nm)
Rear Hitch	2 inches Receiver
3-Point Hitch	Optional Category 1 3-Point Hitch

Tires

Standard (All Terrain)	22x12-8
Optional Turf	22x11-10

Travel Speed (F/R)

Low Range	5 mph (8 kph) forward / 4 mph (6 kph) reverse
High Range	10 mph (16 kph) forward / 8 mph (13 kph) reverse

Instruments, Gauges, and Alarm

Gauges	Tachometer, Speedometer, Hour Meter, Engine Temperature (liquid cooled engines only), Fuel Level, Volt Meter
Indicator Lights ^ Activates Audible Alarm	Parking Brake, Engine High-Temp^, Hydraulic Oil High Temp^, Low Voltage^, Low Oil Pressure^
Switches	Key, PTO, and Lights
Lights	
Head Lights	(4) LED 1000 Lumen
Tail Lights	(2) Red LED Lights

Controls

Forward Reverse	S.D.L.A. (Speed, Direction, Lift, and Auxiliary) Handle; Optional Foot Pedal
Attachment Lift	S.D.L.A. (Primary Handle)
Auxiliary Hydraulics	S.D.L.A. (Secondary Handle)
Throttle	Dash Mounted
Front Hitch Lock	Column Mounted (Accessible from Seat)
PTO Belt Tensioner	Front Mounted, Automatic Tension Controlled
Weight Transfer	5 position
High/Low Range	Single Lever, Column Mounted
3 Pt Controls (Optional)	Lift + 2 sets of Auxiliaries
Steering	Power Steering

Other Features

Tool Box	Optional
Cup Holder	Standard
Seat	Deluxe High Back Seat (arm rests and suspension seat optional)

ROPS

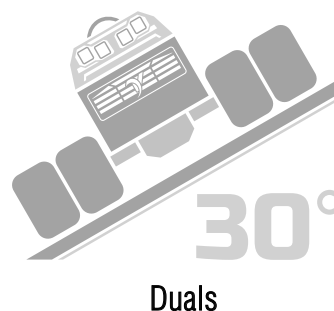
Folding ROPS	Standard
Heavy Duty Off-Road Seat Belt	Standard

All specifications subject to change without notice or obligation

Max Slope Rating (in any direction)

	Single Tires	Dual Wheels
4520* w/Front Attachment (unless specified otherwise below)	20°	30°
4520 w/Cab	10°	Not Recommended
4520 w/Spreader	10°	Not Recommended
4520 w/RV602	10°	15°
4520 w/KH500	5°	Not Recommended
4520 w/MA900	10°	18°

*Attachments, accessories, and tire configuration may reduce the 4520 power unit's maximum angle of operation. Refer to applicable operator manuals for maximum angle of operation of equipment.



ENGINE RATINGS

Model #	4520K	4520P	4520Y	4520N	4520Z
Engine	B&S Vanguard Model 54	Kawasaki FD851D	Kubota D902	Kubota WG972 EFI	Kubota WG972-GL
Fuel	Gas	Gas (DFI)	Diesel	Gas	Gas
Max Slope Intermittent Use***	30° (58%)^	30° (58%)	30° (58%)^	30° (58%)^	30° (58%)^
Max Slope Continuous Use***	25° (47%)	30° (58%)	20° (36%)	25° (47%)	20° (36%)

*** For slope operation over 20°, Wheel Extensions are required for up to 25° or Dual Wheels are required for up to 30°



Digital Slope Gauge
Recommended for operation on slopes.



Intermittent Use Defined

^ The engine may operate between 20° and 30° for up to 10 minutes. If 10 minutes is reached, the engine must be returned to 20° or less to assure proper oil lubrication. After returning to 20° or less, the intermittent cycle can be repeated. The 4520P Kawasaki DFI engine is rated for 30° continuous operation and does not have this requirement.

All specifications subject to change without notice or obligation







FINISH MOWERS

MS600, MS720, MT720, & MU720

FINISH MOWERS

	MS600	MS720	MT720	MU720
Stock Code	39.55110	39.55111	39.55112	39.55114
Discharge Type	Side	Side	Side, 6" Offset	Rear
Width of Cut	60 Inches (152 cm)	72 Inches (183 cm)	72 Inches (183 cm)	72 Inches (183 cm)
Number of blades/type	3 x 21 High-lift	3 x 25 High-lift	3 x 25 High-lift	3 x 25 Low-lift
Cutting Height Range	1-5 Inches (25-127 mm)	1-5 Inches (25-127 mm)	1-5 Inches (25-127 mm)	1-5 Inches (25-127 mm)
Cutting Height Increments	Positions 1-3 (1/8") (3 mm) Positions 4-18 (1/4") (6 mm)	Positions 1-3 (1/8") (3 mm) Positions 4-18 (1/4") (6 mm)	Positions 1-3 (1/8") (3 mm) Positions 4-18 (1/4") (6 mm)	Positions 1-3 (1/8") (3 mm) Positions 4-18 (1/4") (6 mm)
Deck Construction	High-strength steel	High-strength steel	High-strength steel	High-strength steel
Spindles/Pulleys	Field serviceable with bottom grease fittings	Field serviceable with bottom grease fittings	Field serviceable with bottom grease fittings	Field serviceable with bottom grease fittings
Anti Scalp Rollers	3 Front	3 Front	3 Front	3 Front

OPTIONAL ACCESSORIES

Mulch Kit	70.8165	70.8164	70.8164	70.8167
Flat Free Wheel (2 Required)	53.0148	53.0148	53.0148	53.0148
Hydraulic Flip Up Kit	70.8214	70.8214	70.8214	70.8214

DIMENSIONS

Length	62 5/8 inches (159 cm)	66 1/8 inches (168 cm)	66 1/8 inches (168 cm)	60 5/8 inches (154 cm)
Width	74 5/8 inches (190 cm)	86 1/2 inches (220 cm)	86 1/2 inches (220 cm)	72 7/8 inches (185 cm)
Height	18 1/4 Inches (46 cm)	18 1/4 Inches (46 cm)	18 1/4 Inches (46 cm)	18 1/4 Inches (46 cm)
Weight	490 lbs (222 kg)	550 lbs (249 kg)	550 lbs (249 kg)	540 lbs (245 kg)
Shipping Weight	660 lbs (299 kg)	720 lbs (327 kg)	720 lbs (327 kg)	710 lbs (322 kg)
Shipping Dimensions (LWH)	57 x 65.5 x 25.5 inches (26 x 30 x 12 cm)	60.5 x 77.75 x 25.5 inches (27.4 x 35 x 12 cm)	60.5 x 77.75 x 25.5 inches (27.4 x 35 x 12 cm)	60.5 x 77.75 x 25.5 inches (27.4 x 35 x 12 cm)

All specifications subject to change without notice or obligation

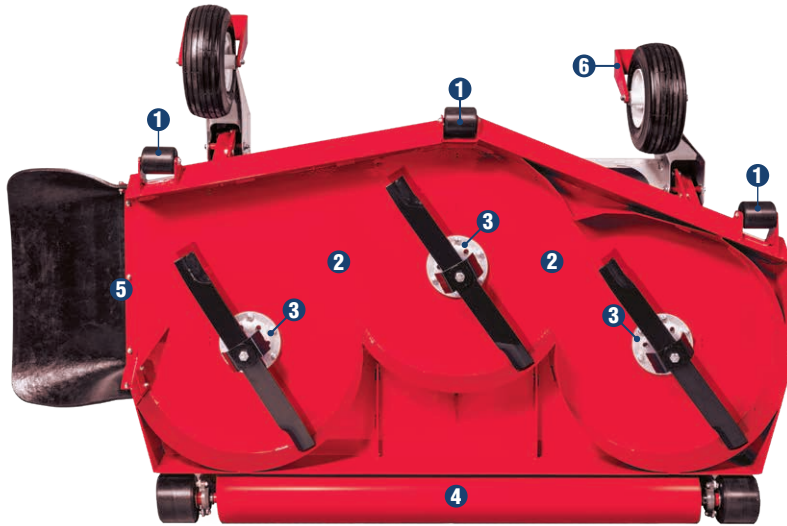
HYDRAULIC FLIP-UP KIT

The Hydraulic Flip-Up kit makes deck clean-up quick and effortless. Using the SDLA controls, you can flip your mower deck up from the seat!



FEATURES

5" deep deck shell increases airflow & performance, and made from high strength steel for exceptional abrasion and impact resistance. Check out these other game changing features:



BOTTOM VIEW

1. Anti-Scalp Rollers

Anti-scalp rollers help protect the turf

2. Ultra Smooth Deck Shell

Cleaner, smoother deck shell, helps prevent grass buildup

3. Tougher Spindles

Ventrac's best spindle yet featuring 6 bolt mount, 5/8" retaining bolt, and double row angular contact bearings

4. Stripe Roller

Smoother ride, increased bearing life, and bolder more pronounced stripes

5. Larger Discharge Opening

Large discharge opening improves airflow and cut quality

6. Offset Trim Wheel

Improved quality of cut and better line of sight trimming

7. Low Profile Bearing Caps

Reach under bushes and pine trees without worry of losing the caps

8. Improved Carrier Frame

Strengthened carrier frame arms for increased durability

9. Rubber Discharge Chute

Easy on landscape, will not dent like steel**

10. Improved Casters

Tapered roller bearings and larger diameter pivot bolt provide smoother operation and longer life

11. Tool-Free Belt Tensioner

Our NEW tool-free belt tensioner makes maintenance quick and easy

12. Hydraulic Flip-Up

Optional Hydraulic Flip-Up makes deck clean up quick and effortless (Manual Flip-Up standard)

13. Heavier Roller Mounts

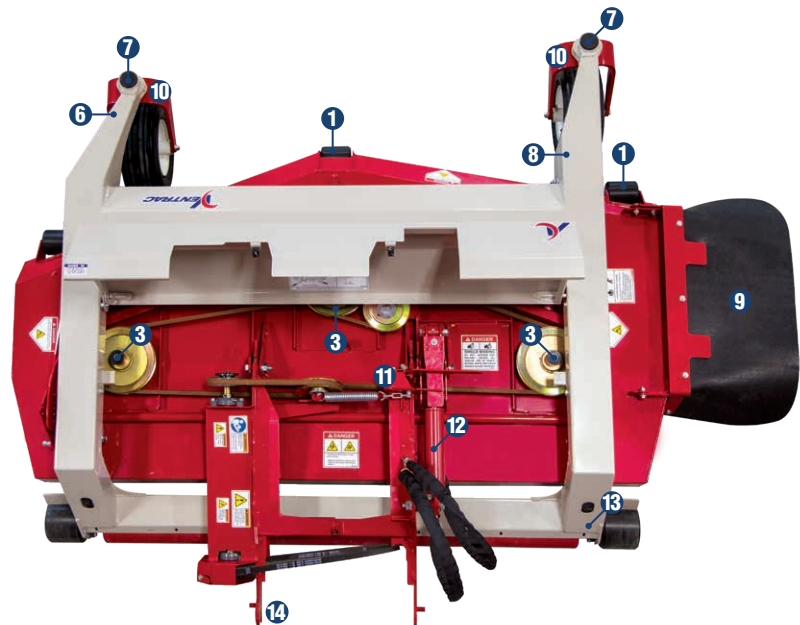
Reinforced rear roller mounts to help carry the load for the long haul

14. Ventrac Mount System

Allows for quick connection of the mower deck with no tools or heavy lifting

15. One Lever Height Adjustment

Broad range of height settings from 1"-5" in 1/4" increments



TOP VIEW

**MU720 does not have a discharge chute





TOUGH CUT

HQ682

TOUGH CUT

Model	HQ682
Stock Code	39.55118
Width of Cut	68 inches (173 cm)
Number of Blades/Type	3 blades, 5/16 x 2½ x 23 inches (79mm x 6.35cm x 58cm)
Cutting Height (with Swivel Wheels Removed)	3 – 4¼ inches
Cutting Height	3½ - 7 inches (89 to 178 mm)
Deck Construction	Multi Gauge, 5/16 inch (7.9 mm) at spindle mount
Spindles/Pulleys	Field Serviceable w/ Top Grease Fittings

Optional Accessory

Hydraulic Flip-Up Kit	70.8226
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Dimensions

Length	59 inches (150 cm)
Width	69 inches (175 cm)
Height	22 inches (56 cm)
Weight	475 lbs (215.5 kg)

All specifications subject to change without notice or obligation

STANDARD FEATURES

- Rear Adjustment for Deck Pitch
- Heavy Duty Blades
- Tilt-Up Deck
- Ventrac Mount System
- Front Caster Wheels

OPTIONAL ACCESSORIES

- Hydraulic Flip-Up Kit



The HQ682 **Tough Cut Mower** is the mower of choice for mowing high grass, thick weeds, and heavy brush. A large baffled front opening assists in directing materials into the deck and helps hinder debris from escaping. Three heavy-duty blades counter rotate to cut and deposit waste evenly without windrowing. Capable of tackling saplings and large thorn bushes, the Tough Cut makes short work out of overgrown thickets.

The HQ682 comes with front caster wheels as a standard feature. Four tie-down points have been added for secure trailering.

The Tough Cut has adjustable cutting height ranging from: 3" - 7". Easy servicing of belts and pulleys is provided by the hinged and removable cover. The manual tilt-up deck provides access under the deck. A hydraulic flip-up kit is available as an option for easier access to the underside of the deck for cleaning and blade replacement.





V-BLADE

KV552

V-BLADE

Model	KV552
Stock Code	39.55271
Required 12 Volt Switch/Plug Kit for 4500 Tractor	70.4104
Hydraulic Power Angle	Independent cylinders
Blade Wing Selection	Electric Solenoid
Spring Trip	Mechanical On/Off
Max Wing Angle (Left/Right)	30 Degrees
Adjustable Skid Shoes	Standard

Optional Accessories

Top Deflection Flap	70.8044
Flare Kit, 12/6 inch extension (31/15 cm)	70.8046
Straight Extension Kit, 6 inch (15 cm)	70.8047
Polyurethane Cutting Edge	70.8048

Dimensions

Length, Wings Back	38 inches (96 cm)
Length with 4000 Series Tractor	105.75 inches (269 cm)
Width, Wings Back	48 inches (122 cm)
Width, Wings Straight	55 inches (140 cm)
Width, Wings Forward	48.5 inches (123 cm)
Height	24 inches (61 cm)
Weight	240 lbs (109 kg)

All specifications subject to change without notice or obligation

STANDARD FEATURES

- Hydraulically angle either wing (Requires 12 Volt Switch Plug Kit)
- Adjustable cast iron skid shoe discs
- Adjustable Spring controlled trip mechanism
- Trip Lockout Pin for Digging in material
- Reversible, Changeable Cutting Edge
- Center mounted skid shoe

Optional Accessories

- Top Deflection Flap
- 1½ inch Flare Extension kits
- Polyurethane Cutting Edge
- 6" Straight Ext Kit



HYDRAULICALLY ANGLE EITHER WING



The 55-inch wide Ventrac KV552 V-Blade maximizes efficiency with the ability to quickly change from V-plow to scoop to straight blade, all from the convenience of Ventrac's exclusive S.D.L.A. Control System. With a 48" V width, the KV552 is ideal for walks and areas that larger blades are unable to plow.

Standard features include hydraulically activated wing cylinders, mechanical trip, adjustable cast iron skid shoe discs, reversible high carbon hardened steel cutting edges, and a center shoe for gliding over rough terrain. Pivot points are fully greasable to ensure proper operation, even in the worst environments.





BALLPARK GROOMER & RENOVATOR

DG550 & DR540

BALLPARK RENOVATOR

Model	DG550
Stock Code	39.55280

Dimensions

Overall Height	19 inches (48 cm)
Overall Length	46 inches (117 cm)
Overall Width	56 inches (142 cm)
Overall Weight	255 lbs (102 kg)
Renovator Blades	(3) 18.5 inch (47 cm) wide blades
Cutting Depth Adjustment	Hydraulic
Cutting Depth - Maximum	2 inches (5.7 cm)
Scarifier Spring Tines	28 Tines
Wheels	9 inch (23 cm) flat free

Optional Accessories

Suitcase Weight	47.0115
Mid Weight Bar 4500 Kit	70.4137

All specifications subject to change without notice or obligation



Ventrac is your solution to ballpark management, capable of handling everything from daily tasks to seasonal jobs. Reduce the amount of time and equipment needed to maintain your ballpark while improving the end results.

STANDARD FEATURES

- 3 Renovator Blades for weed removal, cutting and maintaining edge lines, and leveling
- Cutting depth of blades is controlled with the power unit's auxiliary hydraulic handle
- Scarifier Tines for breaking up ground cut by the blades and adding surface mix or drying agent
- Leveling Bar carries and distributes material to fill in low areas

Optional Accessories

- Add up to 6 Suitcase Weights to help penetrate compacted surfaces



BALLPARK GROOMER

Model	DR540
Stock Code	39.55280

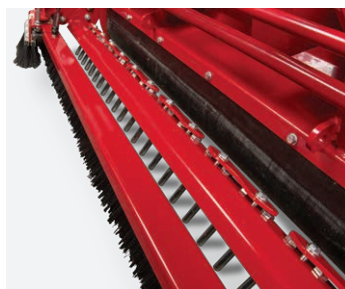
Dimensions

Overall Height	26.25 inches (67 cm)
Overall Length	19 inches (48 cm)
Overall Length with Brush Kit	23.5 inches (60 cm)
Overall Length with Drag Kit	69.5 inches (176.5 cm)
Overall Width	60.5 inches (154 cm)
Overall Width with Brush Kit	75.5 inches (192 cm)
Overall Width with Drag Kit	73 inches (185 cm)
Weight	315 lbs (143 kgs)
Weight of Brush Kit	45 lbs (20.5 kgs)
Weight of Drag Kit with Steel Drag	137 lbs (62 kgs)
Weight of Steel Drag	86 lbs (39 kgs)
Weight of Drag Kit with Coco Mat Drag	135 lbs (61 kgs)
Weight of Coco Mat Drag	84 lbs (38 kgs)
Roller Diameter	7 inches (18 cm)
Number of Spikes	28

Optional Accessories

Hydraulic Top Link	70.4038
Groomer Brush Kit	70.8156
Groomer Drag Kit (Steel and Coco Mat)	70.8154
Suitcase Weight	47.0115

All specifications subject to change without notice or obligation
 *Tractor must be equipped with 3-point hitch



Ventrac is your solution to ballpark management, capable of handling everything from daily tasks to seasonal jobs. Reduce the amount of time and equipment needed to maintain your ballpark while improving the end results.

STANDARD FEATURES

- Mount with Category One 3-Point Hitch*
- Leveling Bar carries and distributes material to fill in low areas
- Roller packs down the dirt to give the field consistent play and bounce
- Spike Bar opens up a wet field surface to accelerate the drying process

Optional Accessories

- Optional brush kit for finishing a dry field
- Optional drag kit with both steel and coco mat drags for finishing a field under varying conditions
- Add up to 6 Suitcase Weights to help pack the field and minimize surface ripples
- Hydraulic Top Link







LOADER

**STANDARD BUCKET, ROCK BUCKET & GRAPPLE,
LOG GRAPPLE, LIGHT MATERIAL BUCKET, & PALLET FORKS
KM500, KM100, KM300, KM560, KM410**

LOADER

	KM500	KM100	KM300	KM660	KM410
Stock Code	39.55601	70.8241	70.8243	70.8244	70.8265
Full Description	KM, KM500 Loader	KM, KM100 Rock Bucket w/Grapple	KM, KM300 Log Grapple	KM, KM660 Bucket, Light Material	KM, KM410 Pallet Forks
Product Type	Attachment	Accessory	Accessory	Accessory	Accessory

DIMENSIONS

Overall Width	42 in (107 cm) (49 in (124 cm) with Bucket)	51 in (130 cm)	52 in (132 cm)	67 in (170 cm)	43 in (109 cm)
Overall Length	47 in (119 cm) (68 in (173 cm) with Bucket)	25 in (64 cm)	37 in (94 cm)	25 in (64 cm)	42 in (107 cm)
Overall Height	42 in (107 cm)	21 in (53 cm)	38 in (97 cm)	20 in (51 cm)	33 in (84 cm)
Accessory Weight	125 lbs (57 kg) Standard Bucket	250 lbs (113 kg)	193 lbs (88 kg)	183 lbs (83 kg)	165 lbs (75 kg)
Capacity	1/6 Yard (1/6 m)			1/2 Yard (1/2 m)	Level Ground: 410 lbs (186 kg) 5 Degrees: 310 lbs (141 kg) 10 Degrees: 210 lbs (95 kg)
Fork Dimensions					Fork Length: 36 in (91 cm) Max Fork Width: 38 in (97 cm) Max Lift Height: 54 in (137 cm)
Weight	475 lbs (215 kg) Loader Only				

GRAPPLE SPECS

Grapple Opening	22 in (56 cm)	30 in (76 cm)
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LOADER DETAILS

Slope Rating	10°
Lift Capacity	700 lbs (318 kg)
Max Lift Capacity	52 in (132 cm)
Dump Angle	36°
All specifications subject to change without notice or obligation	

LOADER (W/ STANDARD BUCKET) KM500

The Ventrac KM500 Loader has arrived, adding enhanced versatility for the landscape, hardscape, site work, and tree care industries. With easy operation and effortless installation, the KM500 Loader on the Ventrac 4520 is a dream combination that maximizes the capability of the tractor while serving as a loader and material mover. When combined with a dual-wheeled tractor, it becomes the most turf-friendly loader in the industry, allowing you to move quickly across turf without tracking the ground.

The four attachment options for the Loader add more versatility than ever before. The KM500 comes standard with a loader bucket for lifting, moving, transporting, and positioning any material it can scoop. And adding to the attachment capability line-up are the Rock Bucket with Grapple, the Log Grapple, and the Light Material Bucket.



ROCK BUCKET W/ GRAPPLE KM100

The Rock Bucket with Grapple has a versatile layout to transport anything from whole logs to loose debris. It will sift large rocks from dirt and surrounding material. The independent top grapples effectively trap odd-shaped materials, grasping the load with multiple clamping points for transport. The open structure offers excellent visibility of the bucket's contents. The Rock Bucket is great for removing rocks during new lawn installations, moving debris into a dump trailer, or shuttling material across complex properties.



LOG GRAPPLE KM300

The Log Grapple is a highly maneuverable way to transport whole logs. This time-saving capability means less log-cutting and fewer trips in and out of a work area. The log grapple allows users to place logs directly into a chipper or the back of a dump trailer with ease. In addition, the Log Grapple on the Ventrac Loader can secure whole logs, clusters of large branches, and material sized for the wood chipper, further speeding up tree work and job site clean-ups.



LIGHT MATERIAL BUCKET KM660

The Light Material Bucket is the highest capacity bucket in the Ventrac attachment line-up. Its 1/2 yard size allows for reduced trips, saving time and fuel consumption when hauling light materials. In addition, this bucket is a time-saver for mulch installs and moving, spreading, and leveling any loose materials. Find a multitude of jobs for this bucket by the scoopful from mulch, wood shavings, sawdust, animal bedding, yard waste, compost, and more.



PALLET FORKS KM410

Pallet forks are now available as a versatile attachment for the KM500 Loader on the Ventrac 4520 Tractor. Designed with simplicity and efficiency in mind, these forks feature manual side adjustments, allowing operators to customize fork spacing based on load size. With an operating capacity of 410 lbs on level ground and a clearance of 50 inches from ground to fork bottom, this tool is perfect for various lifting tasks. Compatible with the same attachment interface as other KM500 tools, it's an essential addition to your loader setup.







Date: August 1, 2025

Quotation for City of Oregon City

Quote No: Q010073

Prepared For:	Dan Hepler	Quote No:	Q010073
	City of Oregon City	Sales Person:	TM Aaron Semm
	United States of America		aaron.semm@turfstar.com
			971-291-9959

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
18564: GrandStand Revolution60in Stand-on Mower	1	\$31,284.00	\$31,284.00	\$0.00	\$31,284.00

Totals	31,284.00	0.00	31,284.00
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Accepted By: _____



Date: August 1, 2025

Quotation for City of Oregon City

Quote No: Q010073

Configuration Product Details 18564: GrandStand Revolution60in Stand-on Mower

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
18564	GrandStand Revolution60in Stand-on Mower	1	\$28,794.00	\$28,794.00	\$0.00	\$28,794.00
147-0320	RECYCLER KIT-G3/GS/GM 3300, 60-NO BLADES	1	\$458.00	\$458.00	\$0.00	\$458.00
FSD1	Setup	1	\$585.00	\$585.00	\$0.00	\$585.00
FSD2	Delivery	1	\$585.00	\$585.00	\$0.00	\$585.00
VSUR	Manufacturer's surcharge	1	\$862.00	\$862.00	\$0.00	\$862.00
Totals:						\$31,284

0.00 31,284.00

Accepted By: _____



Date: August 1, 2025

Quotation for City of Oregon City

Quote No: Q010073

Standard Terms and Conditions:

All customer orders require a review and either a customer signature on the final TSW quotation or a customer Purchase Order which includes the TSW quotation. In addition the customer must include a preferred delivery date, and any specific set-up requirements, such as Height of Cut, and the payment method must be pre-approved by TSW before proceeding with the order's acceptance.

All equipment sales are final, as most equipment is custom and specific to an application. Order cancellations must be approved in advance by TSW and will incur a 15% restock and handling fee.

Office Locations:

Northern California:

3928 N. Blattela Lane
Fresno, CA 93727

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742

Southern California:

79-893 Country Club Drive
Bermuda Dunes, CA 92203

955 Beacon Street
Brea, CA 92821

2255 Meyers Avenue
Escondido, CA 92029

Pacific Northwest:

1750 Industrial Dr. NE
Salem, OR 97301

5869 South 194th
Kent, WA 98032

2824 East Garland
Spokane, WA 99207

(800) 585-8001



WARNING:

Cancer and Reproductive Harm - <http://www.P65Warnings.ca.gov>
For more information, please visit <https://www.ttcocalprop65.com>

CALIFORNIA SPARK ARRESTER WARNING:

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation
A spark arrestor may be required.
The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 3, 2025
From: James Graham, Economic Development Manager

SUBJECT:

Item 7.j. - 2025-2026 Enhancement Grant Awards (Round 2)

STAFF RECOMMENDATION:

EXECUTIVE SUMMARY:

On August 26, 2025, the Community Enhancement Grant Program Committee held a second-round meeting to review applications for the remainder of FY 2025-2026. With only \$78,000 available, the Committee approved three applications totaling \$75,950.

BACKGROUND:

Each year, the City of Oregon City allocates funds from the Community Enhancement Grant Program. This year the allocation totaled \$400,000 for FY 2025-2026.

On June 16, 2025, the Community Enhancement Grant Program Committee approved ten (10) non-profit organizations to receive \$321,876 in grants from the FY 2025-2026 Community Enhancement Grant Program cycle, leaving approximately 78,000 in available grant funds.

On August 26, 2025, the Community Enhancement Grant Program Committee held a second-round meeting to review applications for the remainder of FY 2025-2026. Staff received eight (8) proposals totaling \$200,079. Based on program guidelines, six (6) applications totaling 158,204 in grant requests were determined by staff to be eligible for consideration by the grant committee and \$41,875 in grant requests were ineligible. The committee approved three nonprofits to receive grant funding for the remaining \$78,000. They included the following:

Organization	Grant Amount	Project Name
Hannah Grace Family	\$27,680	Ascend Music Program
OC Together/Oregon City School District	\$23,270	Opioid awareness and youth mental health campaign
Clackamas County Arts Alliance	\$25,000	Creating Opportunities that Enrich the Cultural and Economic Fabric of Oregon City
TOTAL AWARDED	\$75,950	

OPTIONS:

Approve the three (3) new Community Enhancement Grant Applicants for funding from the FY 2025-2026 funding cycle.

BUDGET IMPACT:

Amount \$75,950
Fiscal Year(s): 2025/2026
Funding Source(s):



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 3, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 9.a. - First Reading of Ordinance No. 25-1010, an Ordinance Adopting Amendments to Oregon City Municipal Code Title 12: Streets, Sidewalks and Public Places

STAFF RECOMMENDATION:

First reading of Ordinance No. 25-1010, Adopting Amendments to Oregon City Municipal Code Title 12: Streets, Sidewalks and Public Places.

EXECUTIVE SUMMARY:

The Oregon City Municipal Code Title 12: Streets, Sidewalks, and Public Places defines responsibility, liability, and requirements for repairs to public sidewalks. Following Commission feedback from meetings held on June 10, July 8, and August 20, 2025, it was determined that the Oregon City Municipal Code and staff operations and practices needed to be brought into alignment with one another. The proposed code revisions align with the general practices of the Public Works Department and addresses the request for additional time for the construction permit.

BACKGROUND:

Public sidewalk maintenance is the responsibility of the adjacent property owner. Maintenance is required whenever the sidewalk is not in "good repair." The term "good repair" is defined as a tripping hazard. A tripping hazard is defined by the Americans with Disabilities Act as a change in vertical elevation of ¼" or greater.

Enforcement of sidewalk maintenance is performed solely on a complaint basis with a notice to Code Enforcement. Code Enforcement forwards the complaint to the Public Works Department, who performs an onsite inspection. Once an inspection is completed, and it determines a tripping hazard exists, OCMC 12.04 is used to obtain compliance with the City Code. The code provides timelines for addressing the sidewalk that is not in compliance.

The Oregon City Streets, Sidewalks, and Public Places Code provides responsibility, liability, and requirements for repairs to public sidewalks. After discussion with the City Commission on June 10 and July 8, 2025, it was determined that the Oregon City Municipal Code and staff operations and practices needed to be brought into alignment. These proposed code revisions align with the general practices of the Public Works Department.

The code revisions are based on obtaining a permit for work that will bring the violation into compliance. The code revisions propose giving a property owner 60 days with a first warning

to get a permit. If no permit is obtained in the first 60 days, a second warning letter is provided giving the property owner an additional 30 days to get a permit. If, after 90 days, no permit has been obtained, no work has been completed, and no contact has been made with city staff, the code violation is forwarded to Code Enforcement, who will start proceedings using municipal court to bring the property into compliance.

On August 20, City Commission directed staff to change the validity of a sidewalk permit from 90 days to 180 days. Theoretically, an applicant who obtains a permit on day 60 during the 1st warning period has until day 240 to complete the work. Also, an applicant who obtains a permit on day 90, which occurs during the 2nd warning period, has until day 270 to complete the work. If no work is completed and no extension of time is requested during the permit period, municipal court is used to bring the property into compliance. A property may be brought to municipal court for failure to obtain a permit or failure to complete work associated with a permit.

It should be noted that municipal court is the last option and, historically, has rarely been needed to be used for sidewalk enforcement. This code amendment generally allows a property to go through a notification process and permit process which allows for winter contractor slowdowns, busy summer contractor availability, and other potential delays like holidays or other issues which arise.

The primary goal of sidewalk enforcement is voluntary compliance. In special circumstances, staff apply the code with a compassionate, rather than a punitive, approach, considering individual situations while also maintaining consistency across cases. As long as a property owner remains in communication with staff and demonstrates a good-faith effort to resolve the complaint, the City has historically achieved compliance in 99% of the sidewalk code enforcement cases without the need for court involvement.

This proposed code amendment clarifies the process clearer and standardizes the enforcement process. Staff recommends approval of the code revisions.

OPTIONS:

1. Approve First Reading of Ordinance No. 25-1010, an Ordinance Adopting Amendments to Oregon City Municipal Code Title 12: Streets, Sidewalks and Public Places .
2. Approve First Reading of Ordinance No. 25-1010, an Ordinance Adopting Amendments to Oregon City Municipal Code Title 12: Streets, Sidewalks and Public Places with Amendments.
3. Deny First Reading of Ordinance No. 25-1010, an Ordinance Adopting Amendments to Oregon City Municipal Code Title 12: Streets, Sidewalks and Public Places and provide further direction.

BUDGET IMPACT:

Amount	\$0
Fiscal Year(s):	NA
Funding Source(s):	NA

ORDINANCE NO. 25-1010

AN ORDINANCE ADOPTING AMENDMENTS TO OREGON CITY MUNICIPAL CODE TITLE 12: STREETS, SIDEWALKS, AND PUBLIC PLACES

WHEREAS, enforcement of sidewalk violations practices and codes are not in alignment necessitating a change to the City Code; and

WHEREAS, Oregon City Municipal Code Title 12 (“Streets, Sidewalks, and Public Places”) outlines the responsibilities, liabilities, requirements and enforcement standards for maintaining and repairing public sidewalks; and

WHEREAS, at the July 8, 2025 City Commission Work Session, City Commission discussed the discrepancies between City code and current staff practices and procedures and requested revisions to align the two; and

WHEREAS, at the August 20, 2025 Regular City Commission meeting, City Commission discussed the length of the permit validity and requested an extension to the permit length; and

WHEREAS, the amendments will result in clear and consistent practices for enforcing sidewalk repairs.

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

Section 1. The City Commission hereby amends the applicable sections of the Oregon City Municipal Code, Title 12: *Streets, Sidewalks, and Public Places*, as shown in the the red-lined text in **Exhibit A** and as set forth in final form in **Exhibit B**, both of which are attached to incorporated by reference into this Ordinance.

Section 2. The City Commission hereby adopts the findings and recommendations contained in the Staff Report in support of this Ordinance.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

Section 4. Effectiveness. This Ordinance shall take effect 30 days from the date of adoption.

Read for the first time at a regular meeting of the City Commission held on the 3rd day of September 2025, and enacted the foregoing Ordinance this 17th day of September 2025.

Denyse C. McGriff, Mayor

Attested to this 17th day of September 2025:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Exhibits:

Exhibit A – Red Line Code

Exhibit B – Final Form Code

12.04.032 - Required sidewalk repair.

- A. When the public works director determines that repair of a sidewalk is necessary, written notice shall be provided to the owner of property adjacent to the defective sidewalk subject to the following procedure:

1. First Notice – Mailed written notice of a tripping hazard or other defect of a public sidewalk shall be directed to the owner of the adjacent property. This notice shall explain that a city issued right-of-way permit is required in advance of completing the work and provides that this permit shall be obtained within the first sixty (60) days and the work completed within two hundred and forty (240) days.

2. Second Notice – Where a permit is not obtained within the initial sixty (60) day period, the City shall mail a second written notice. The second notice shall grant the owner an additional thirty (30) days to obtain a permit and extending the completion deadline to two hundred and seventy (270) days after the first notice. This notice shall also explain that failure to proceed with repairs within an extended 30 days resulting in a two hundred and seventy (270) day total period with a valid right-of-way permit may result in a code enforcement violation, pursuant to OCMC 1.16, 1.20 and 1.24, and/or the City may complete the necessary repairs with the cost for the work assessed as a lien against the property located adjacent to the sidewalk.

3. Third Notice – Where no permit is obtained following the ninety (90) day notice period or the repairs are not completed by the two hundred and seventieth (270) day, the City will provide a courtesy notice to the adjacent owner that due to the owner's inaction to complete the work, the City will be completing the work as provided by OCMC 12.04.033. At the end of the ninety (90) day notice period, OCMC 12.04.040 will be enforced which may result in municipal court proceedings.

4. All permits shall be valid for one hundred eighty (180) days.

5. The public works director shall cause a copy of the notices to be served personally upon the owner of the property adjacent to the defective sidewalk, or the notice may be served by registered or certified mail, return receipt requested. If after diligent search the owner is not discovered, the public works director shall cause a copy of the notice to be posted in a conspicuous place on the property, and such posting shall have the same effect as service of notice by mail or by personal service upon the owner of the property.

6. The person serving the notice shall file with the city recorder a statement stating the time, place and manner of service or notice.

- B. Repair Standards, subject to a city-issue right-of-way permit:

1. All sidewalks hereafter constructed in the city on improved streets shall be constructed to city standards and widths required in the Oregon City Transportation System Plan and OCMC 16.12. Sidewalks and curbs are to be constructed according to plans and specifications approved by the city engineer.

2. Sidewalks constructed on unimproved streets shall be constructed of concrete according to lines and grades approved by the city engineer. On unimproved streets, curbs do not have to be constructed.

12.04.033 - City may do work.

If repair of the sidewalk is not completed within two hundred and seventy (270) days after the service of the first notice, the public works director shall carry out the needed work on the sidewalk. Upon completion of the work, the public works director shall submit an itemized statement of the cost of the work to the finance director. The city may, at its discretion, construct, repair or maintain sidewalks deemed to be in disrepair by the public works director for the health, safety, and general welfare of the residents of the city.

12.04.034 - Assessment of costs.

Upon receipt of the report, the finance director shall assess the cost of the sidewalk work against the property adjacent to the sidewalk. The assessment shall be a lien against the property and may be collected in the same manner as is provided for in the collection of street improvement assessment.

12.04.040 - Sidewalks—Enforcement.

Any person whose duty it is to maintain and repair any sidewalk, as provided by this chapter, and who fails to do so shall be subject to the enforcement procedures of OCMC 1.16, 1.20 and 1.24, which may commence within ninety-one (91) days after the first notice. Failure to comply with the provisions of this chapter shall be deemed a nuisance. Violation of any provision of this chapter is subject to the code enforcement procedures of OCMC 1.16, 1.20 and 1.24.

12.04.032 - Required sidewalk repair.

- A. When the public works director determines that repair of a sidewalk is necessary, written notice shall be provided to the owner of property adjacent to the defective sidewalk subject to the following procedure:
1. First Notice – Mailed written notice of a tripping hazard or other defect of a public sidewalk shall be directed to the owner of the adjacent property. This notice shall explain that a city issued right-of-way permit is required in advance of completing the work and provides that this permit shall be obtained within the first sixty (60) days and the work completed within two hundred and forty (240) days.
 2. Second Notice – Where a permit is not obtained within the initial sixty (60) day period, the City shall mail a second written notice. The second notice shall grant the owner an additional thirty (30) days to obtain a permit and extending the completion deadline to two hundred and seventy (270) days after the first notice. This notice shall also explain that failure to proceed with repairs within an extended 30 days resulting in a two hundred and seventy (270) day total period with a valid right-of-way permit may result in a code enforcement violation, pursuant to OCMC 1.16, 1.20 and 1.24, and/or the City may complete the necessary repairs with the cost for the work assessed as a lien against the property located adjacent to the sidewalk.
 3. Third Notice – Where no permit is obtained following the ninety (90) day notice period or the repairs are not completed by the two hundred and seventieth (270) day, the City will provide a courtesy notice to the adjacent owner that due to the owner's inaction to complete the work, the City will be completing the work as provided by OCMC 12.04.033. At the end of the ninety (90) day notice period, OCMC 12.04.040 will be enforced which may result in municipal court proceedings.
 4. All permits shall be valid for one hundred eighty (180) days.
 5. The public works director shall cause a copy of the notices to be served personally upon the owner of the property adjacent to the defective sidewalk, or the notice may be served by registered or certified mail, return receipt requested. If after diligent search the owner is not discovered, the public works director shall cause a copy of the notice to be posted in a conspicuous place on the property, and such posting shall have the same effect as service of notice by mail or by personal service upon the owner of the property.
 6. The person serving the notice shall file with the city recorder a statement stating the time, place and manner of service or notice.
- B. Repair Standards, subject to a city-issue right-of-way permit:
1. All sidewalks hereafter constructed in the city on improved streets shall be constructed to city standards and widths required in the Oregon City Transportation System Plan and OCMC 16.12. Sidewalks and curbs are to be constructed according to plans and specifications approved by the city engineer.

2. Sidewalks constructed on unimproved streets shall be constructed of concrete according to lines and grades approved by the city engineer. On unimproved streets, curbs do not have to be constructed.

12.04.033 - City may do work.

If repair of the sidewalk is not completed within two hundred and seventy (270) days after the service of the first notice, the public works director shall carry out the needed work on the sidewalk. Upon completion of the work, the public works director shall submit an itemized statement of the cost of the work to the finance director. The city may, at its discretion, construct, repair or maintain sidewalks deemed to be in disrepair by the public works director for the health, safety, and general welfare of the residents of the city.

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CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 3, 2025
From: Alexandra Rains, Assistant City Manager

SUBJECT:

Item 9.b. - McLoughlin Promenade Follow Up

STAFF RECOMMENDATION:

EXECUTIVE SUMMARY:

Approximately one year ago, the City Commission authorized the City Manager to initiate the process of identifying and formally acknowledging encroachments within the McLoughlin Promenade; the first step in pursuing the Promenade as a Park pursuant to the City Charter. Since then, staff have contacted all encroaching property owners, receiving varying responses, and provided updates to the Commission during a regular meeting on January 15, work sessions in March and June, a site visit in April and the latest regular meeting on August 6. During the August 6 meeting, some of the Acknowledgment Letters presented were approved but several were left incomplete due to questions about parking in the encroachment areas. This evening, staff are seeking approval from the City Commission on the remaining Acknowledgment Letters and a determination on how parking on the promenade will be addressed.

BACKGROUND:

Approximately one year ago, the City Commission authorized the City Manager to initiate the process of identifying and formally acknowledging encroachments within the McLoughlin Promenade; the first step in pursuing the Promenade as a Park pursuant to the City Charter. Initially, the direction from Commission was to obtain license agreements with property owners who are encroaching onto the McLoughlin Promenade. Since then, staff have contacted all encroaching property owners and received mixed responses regarding their willingness to sign the license agreements. This information was presented to the Commission on January 15, 2025, and public comments were received from several property owners. During that meeting, the Commission expressed a willingness to consider other approaches beyond encroachment licenses. The Commission then held a Work Session on March 11, 2025, to discuss each property and the requests made by various property owners. Consensus on next steps was reached for some but not all of the properties, so the Commission conducted a site visit on April 16, 2025, to assist with their future deliberations. Another Work Session was held on June 10, 2025, where the Commission indicated they favored the use of Acknowledgement Letters over Encroachment License Agreements and consensus was reached for a majority of the properties. During the regular meeting on August 6, the Commission reviewed and approved Acknowledgement Letters and final steps for the following properties:

- 104 Tumwater Dr.
- 123 High St.
- 214 Bluff St.
- 210 Bluff St.
- 503 High St.
- 515 High St.
- 127 S. High St.
- 524 High St.

Letters were mailed on August 14, 2025.

The remaining acknowledgement letters and other final decisions were deferred to this evening's meeting due to questions over continuing to allow parking in the encroachment areas. To facilitate this discussion, the Commission requested information on the status of connecting streets and alleys to the promenade. Staff were able to identify five (5) vacations that fit this description:

- Ordinance #704 vacated an alley between 5th and 6th Streets in 1914
- Ordinance #1581 vacated 40' of 5th St. in 1965
- Ordinance #1914 vacated an alley between 4th and 5th Streets in 1978, the ordinance includes an easement for pedestrian and bicycle access
- Ordinance #1348 vacated an alley between 2nd and 3rd Streets in 1947
- Ordinance #96-1008 vacated 30' of S. First Street in 1996

**A map is attached as part of the packet

Additionally, the Commission indicated they wanted to continue the discussion regarding parking on the promenade. Staff developed the following parking options for the Commission's consideration:

- Parallel parking on 1st St and S. Bluff St.
- Angle parking on 1st St and S. Bluff St.
- Angle parking and one parallel space on 3rd St
- Parallel parking along Promenade/Bluff St
- Parallel parking on 4th St
- Angle parking on 4th St (one side)
- Angle and parallel parking on 4th St

**Maps are attached as part of the packet

Attached to this staff report is the list of property owners with encroachments onto the promenade, along with aerial maps, acknowledgment letters and maps showing the

vacations and parking options for the remaining properties to be approved.

OPTIONS:

Staff are seeking approval from the City Commission on the remaining Acknowledgment Letters and a determination on how parking on the promenade will be addressed.

BUDGET IMPACT:

Amount \$

Fiscal Year(s):

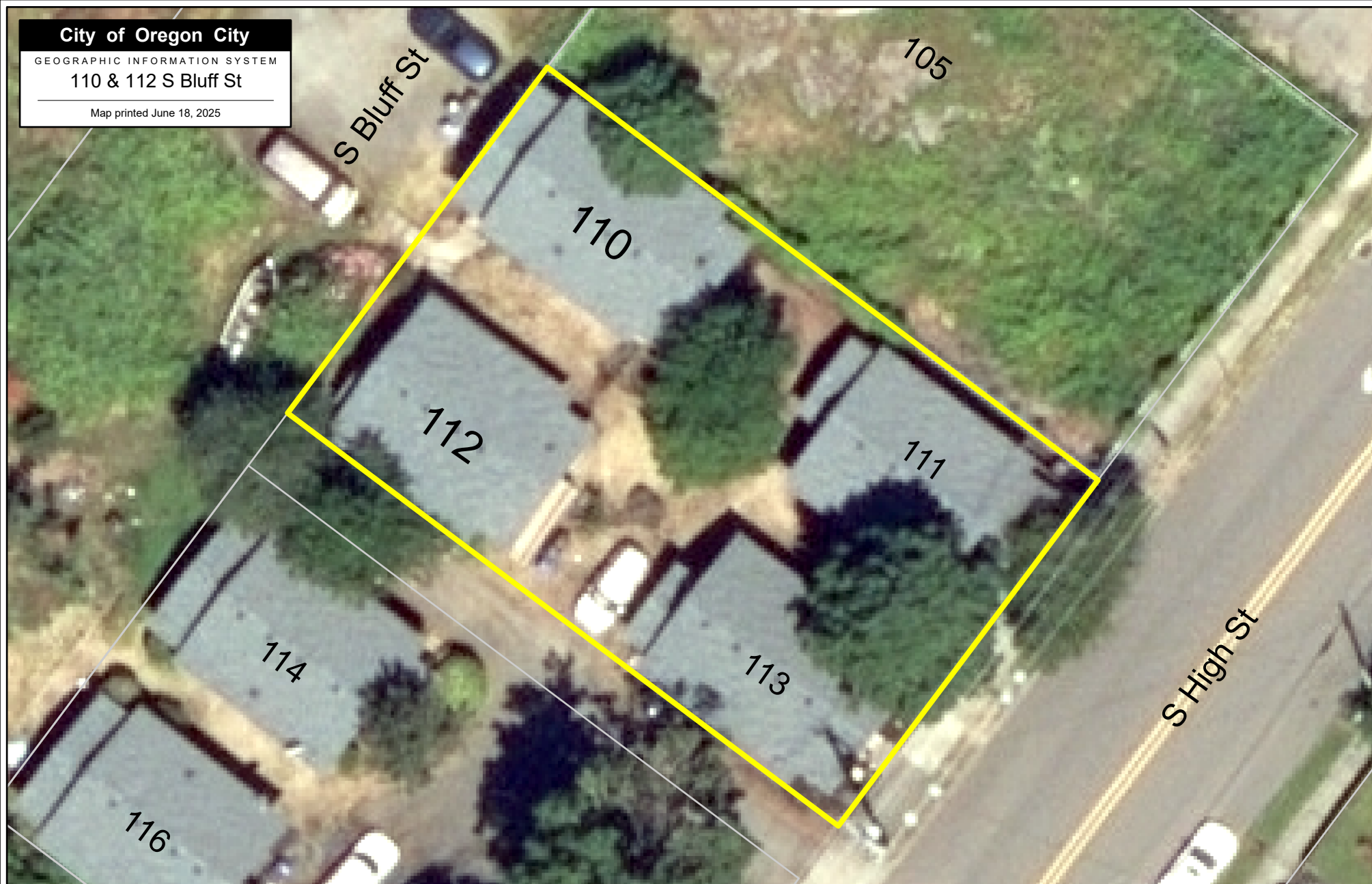
Funding Source(s):

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

110 & 112 S Bluff St

Map printed June 18, 2025



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0 20 40 Feet

1 inch = 20 feet

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114 & 116 S Bluff St

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123 High St

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Date: 6/18/25
Map Name: McLoughlin Promenade Properties.aprx|123 High St - 8.5x11L
Plot Name: 123 High St - 8.5x11L - 20250618.pdf

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127 S High St

Map printed June 18, 2025

Tumwater Dr

116

127

201

203

S High St

401

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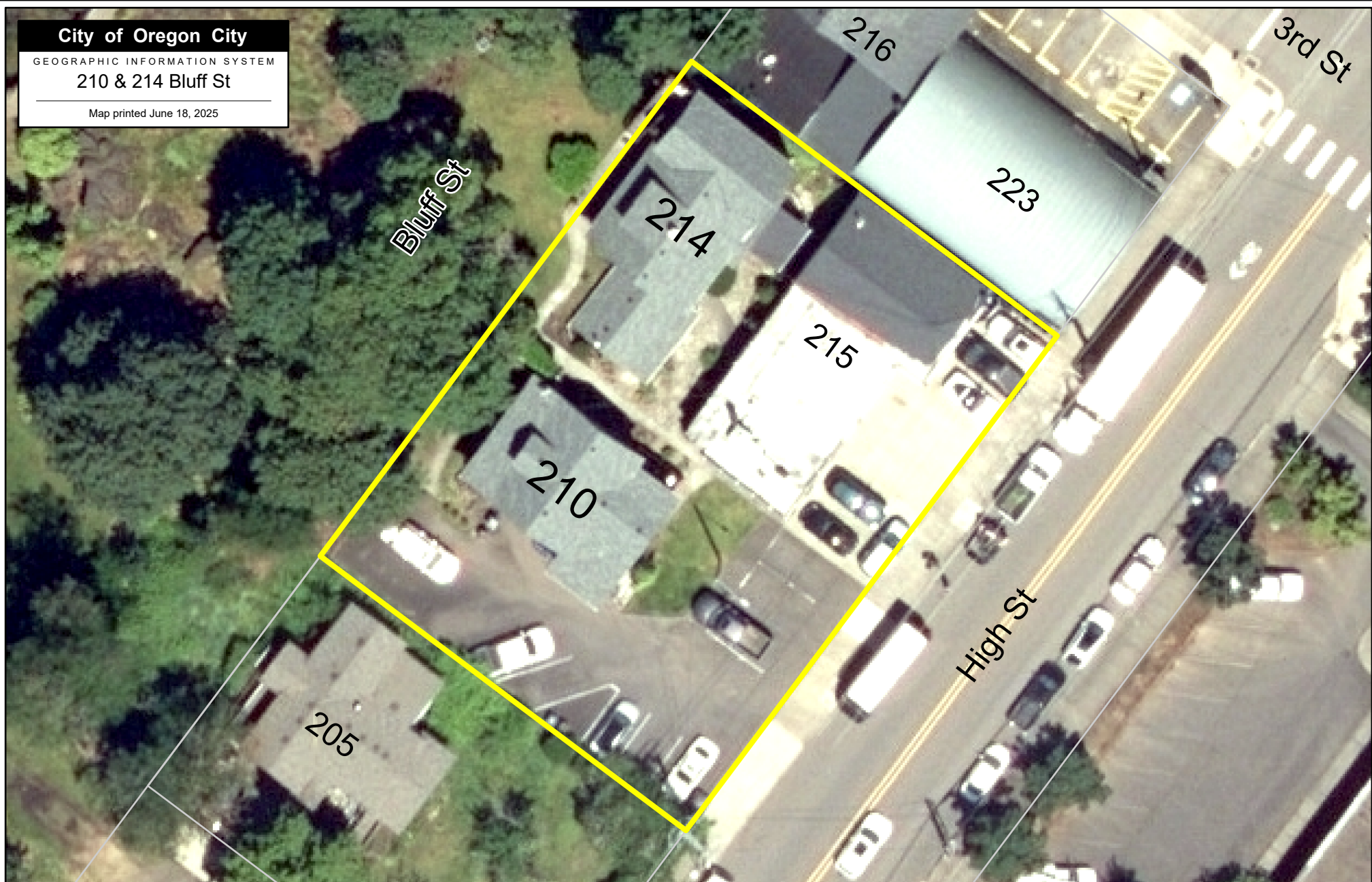
Date: 6/18/25
Map Name: McLoughlin Promenade Properties.aprx|127 S High St - 8.5x11L
Plot Name: 127 S High St - 8.5x11L - 20250618.pdf

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210 & 214 Bluff St

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Date: 6/18/25
Map Name: McLoughlin Promenade Properties.aprx[210-214 Bluff St - 8.5x11L
Plot Name: 210-214 Bluff St - 8.5x11L - 20250618.pdf

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302 Bluff St

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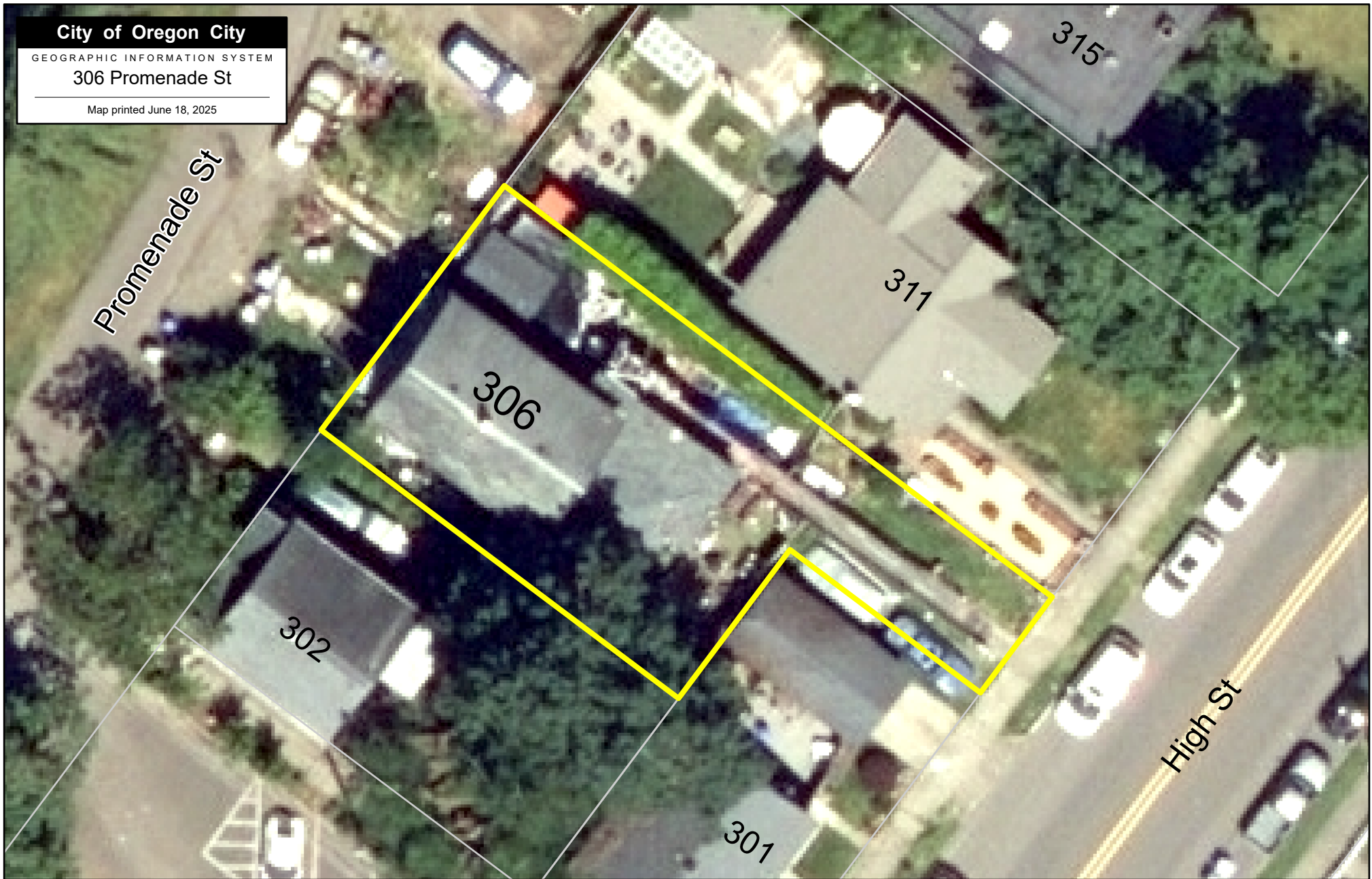
Date: 6/18/25
Map Name: McLoughlin Promenade Properties.aprx|302 Bluff St - 8.5x11L
Plot Name: 302 Bluff St - 8.5x11L - 20250618.pdf

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306 Promenade St

Map printed June 18, 2025



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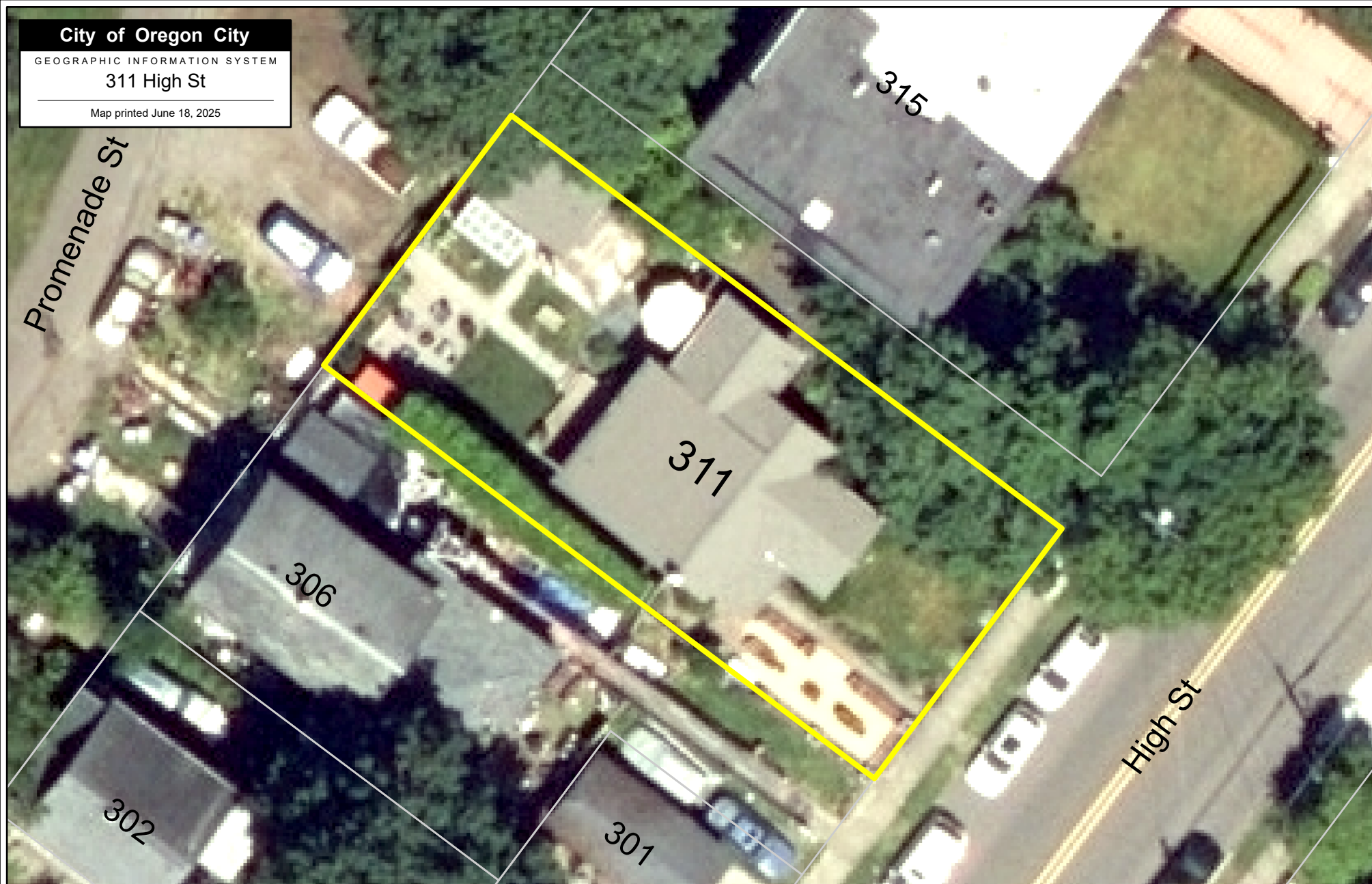
Date: 6/18/25
Map Name: McLoughlin Promenade Properties.aprx[306 Promenade St - 8.5x11L
Plot Name: 306 Promenade St - 8.5x11L - 20250618.pdf

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311 High St

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Date: 6/18/25
Map Name: McLoughlin Promenade Properties.aprx|311 High St - 8.5x11L
Plot Name: 311 High St - 8.5x11L - 20250618.pdf

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406 Promenade St

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Map Name: McLoughlin Promenade Properties.aprx|406 Promenade St - 8.5x11L
Plot Name: 406 Promenade St - 8.5x11L - 20250618.pdf

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408 Promenade St

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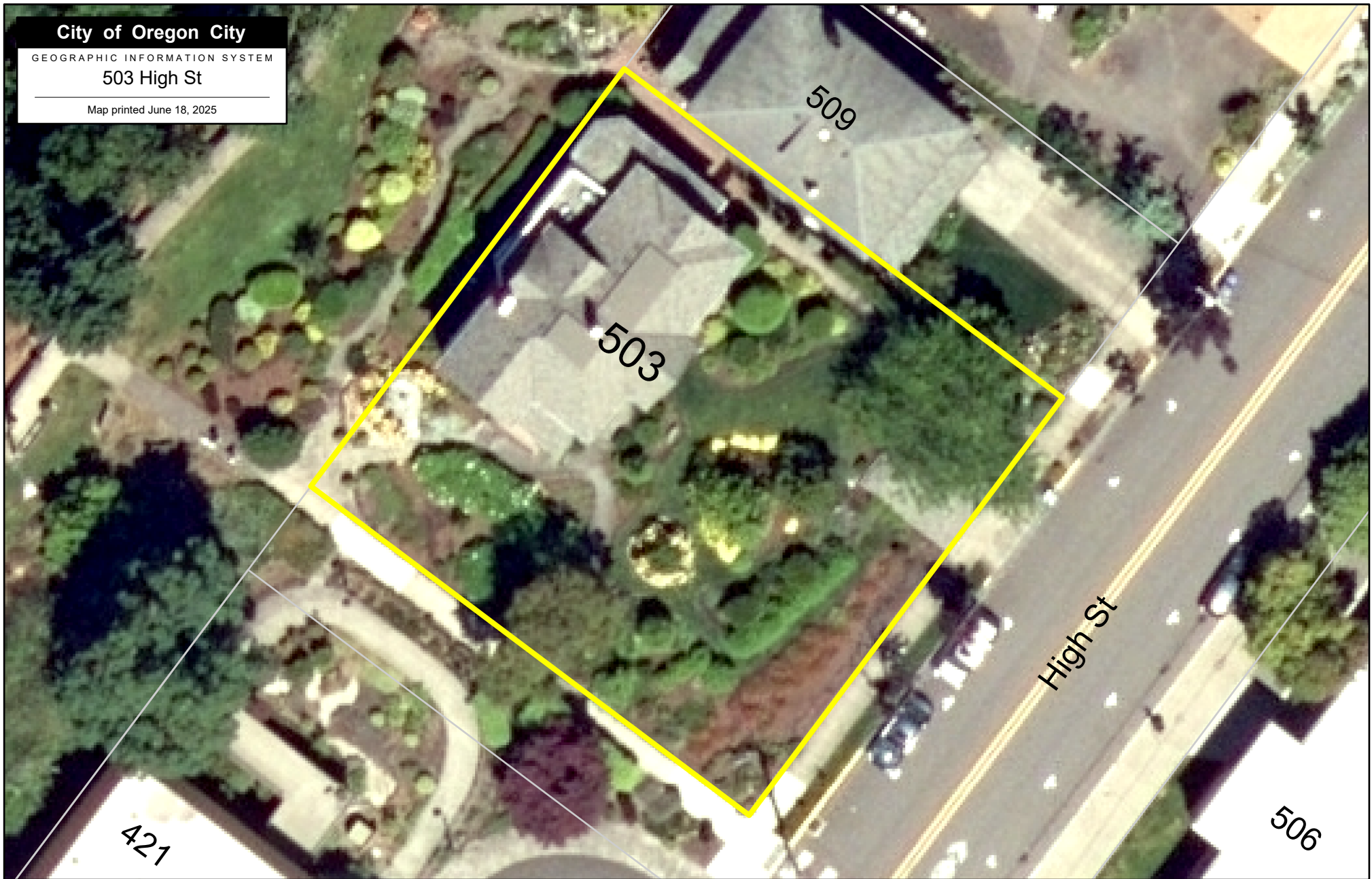


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503 High St

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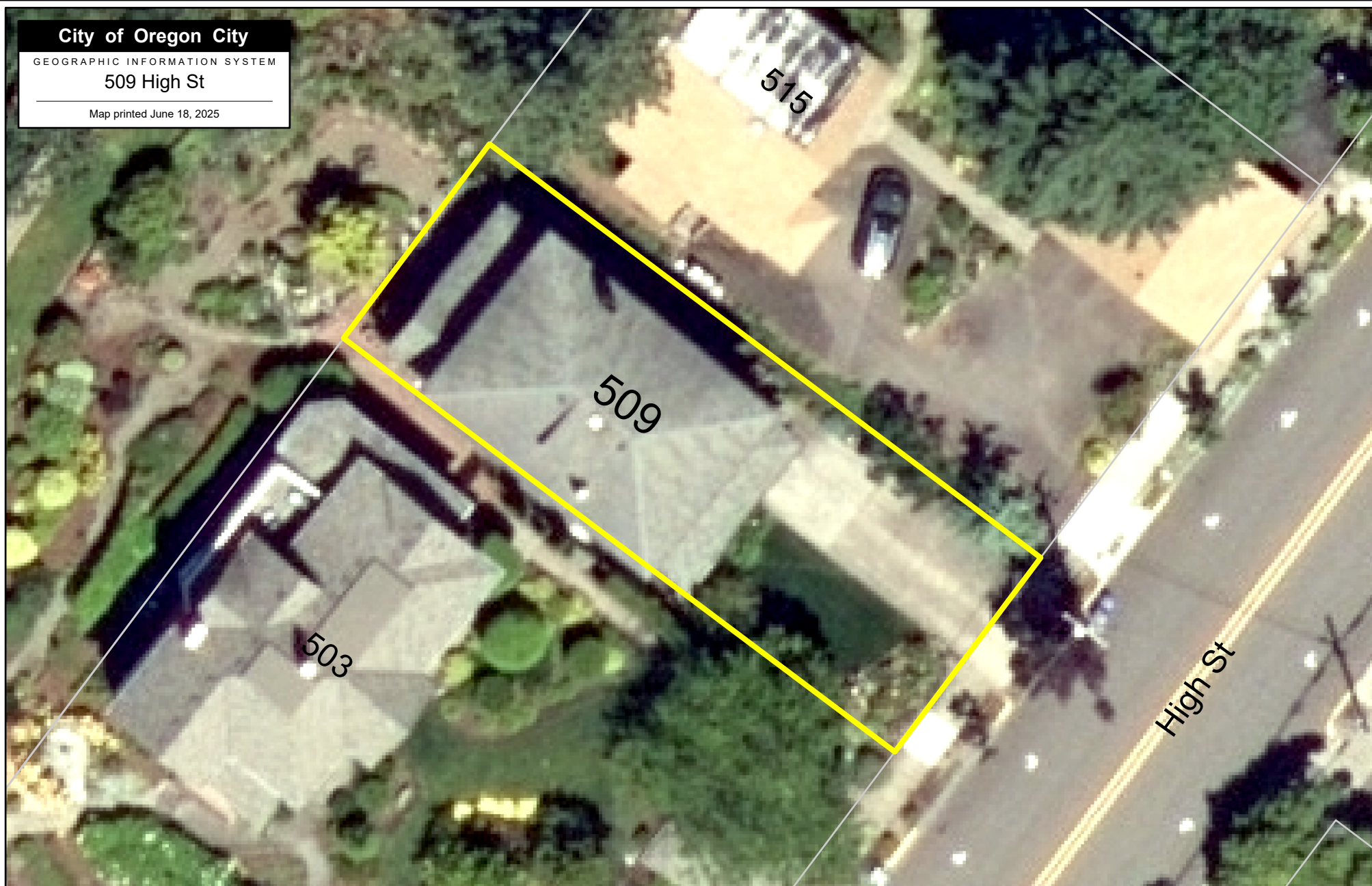
Date: 6/18/25
Map Name: McLoughlin Promenade Properties.aprx[503 High St - 8.5x11L
Plot Name: 503 High St - 8.5x11L - 20250618.pdf

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509 High St

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Date: 6/18/25
Map Name: McLoughlin Promenade Properties.aprx[509 High St - 8.5x11L
Plot Name: 509 High St - 8.5x11L - 20250618.pdf

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515 High St

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Date: 6/18/25
Map Name: McLoughlin Promenade Properties.aprx|515 High St - 8.5x11L
Plot Name: 515 High St - 8.5x11L - 20250618.pdf

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524 High St

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Date: 6/18/25
Map Name: McLoughlin Promenade Properties.aprx|524 High St - 8.5x11L
Plot Name: 524 High St - 8.5x11L - 20250618.pdf

Property #1

****Commission approved final steps on August 6th****

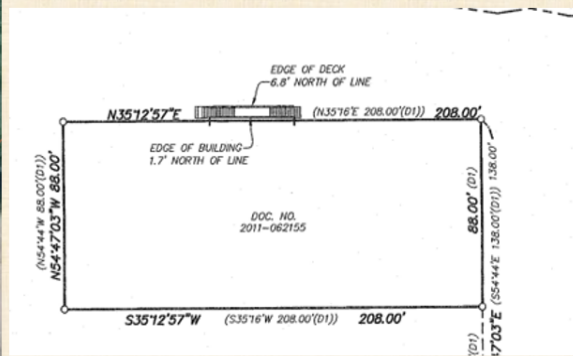
Property Owner: Three Rivers Post 1324 US Inc

Property Address: 104 Tumwater Dr., Oregon City, OR 97045

Property Tax Identification Number: 22E31CA03500

Description / Depiction of Encroachment Area:

104 Tumwater – Edge of deck 6.8' N of line



At 104 Tumwater, the deck of the VFW building extends 6.8 feet north of the property line into the Promenade area and a portion of the building itself is 1.7 feet into the Promenade area.

Description / Depiction of Approved Encroachment Use: VFW Deck and Stairs, Building, Flagpole and barbeque area.

Encroachment Property to be Removed: None

Current Status: the Commission approved the VFW's proposal and directed staff to negotiate the amount of funding to be contributed by the VFW to the process. The estimated cost for the survey work is \$6,200, the vacation is \$1,373 and the lot line adjustment process is \$1,588 for a total of \$9,161.00 plus applicable recording fees.



VFW Proposal to the City of Oregon City

VFW Post 1324 (Post) makes the following proposal to The City of Oregon City (City) in order to clear any issues over trespasses in Promenade Park. It is our belief that this proposal will not only clear up any jurisdictional concerns, but greatly benefit the City as a whole.

Our understanding of the situation is that the Post is built beyond its property line and that the City has a staircase and a significant portion of the public parking lot with in the Posts property. In light of these joint concerns the Post proposes the following lot line adjustments to clear these concerns:

A – General note. Since the property lies on a bias to the North – South Cardinal points we will use only the cardinal directions (N, S, E and W) as a shorthand rather than the specific directions, as this is a proposal and the intent should be clear (see attached pictures).

B – 1. Move the Northern line South 24 feet. This will clear the stairs and a significant portion of the parking lot. This decreases the length of our lot from 208 feet to 184 feet. Additionally, this also adds 2112 square feet of park space.

2. Move the Eastern line West by 20 feet. This clears our property from any concerns with South Bluff Road. The Park gains 3680 square feet, and decreases our lot width from 88 feet to 68 feet.

C – The "bump out". The items in B clear the city of almost all of their concerns, however the Post needs additional room to clear their concerns. For this we propose a "bump out" on the West side of our lot.

1. 55 feet south from the new North line we would like an 18 foot extension running for 80 feet south. This would place the Post wholly within their property as well as the flag pole, flag burn pit and historic rock wall. This area would be 1440 square feet.

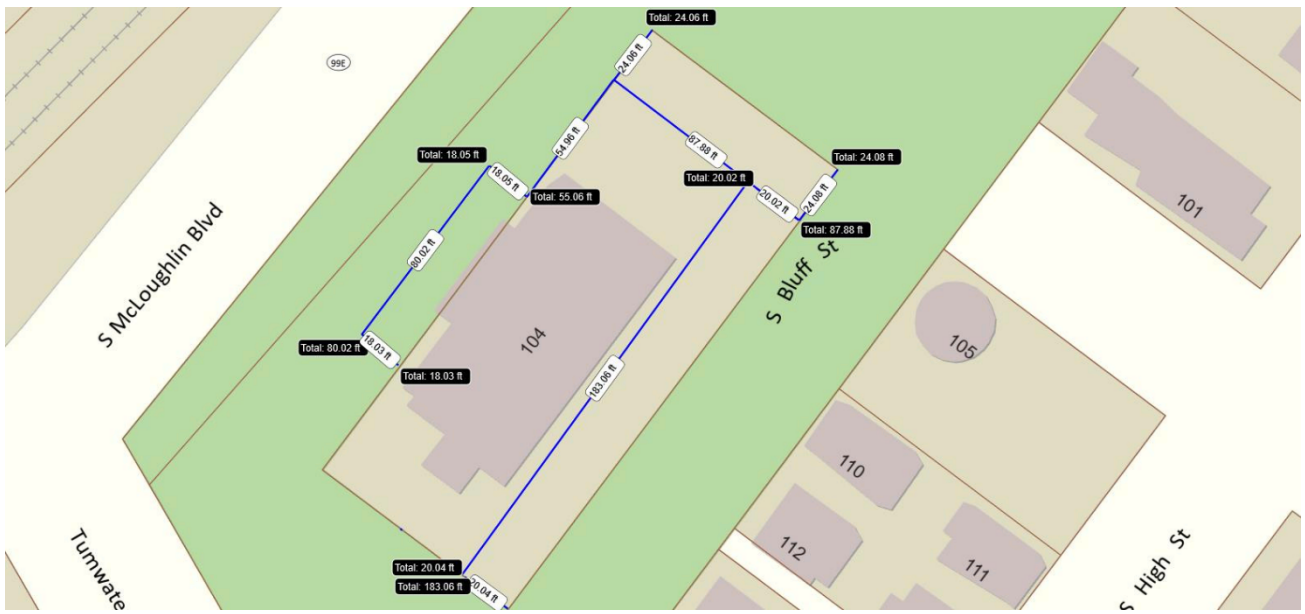
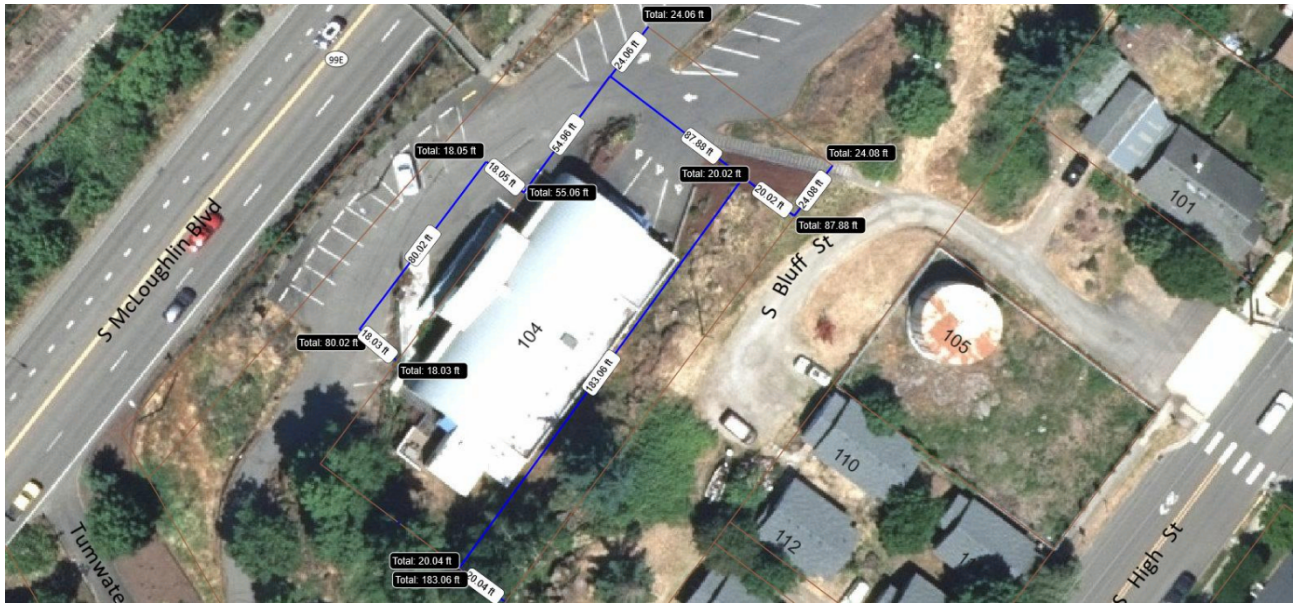
The proposed changes in b and c will result in an overall increase of 4352 square feet to Promenade Park. As such the Post proposes that all expenses resulting from these changes be borne by the City. Additionally, the Post is willing to sign an agreement that the City will have full, unfettered access to the park, as well as the use of the Post's 3 handicap parking spaces for as long as the City maintains the parking area.

VFW POST 1324

104 Tumwater Dr./PO Box 11
Oregon City, OR 97045

503.655.6969

vfw1324@gmail.com



Property #2

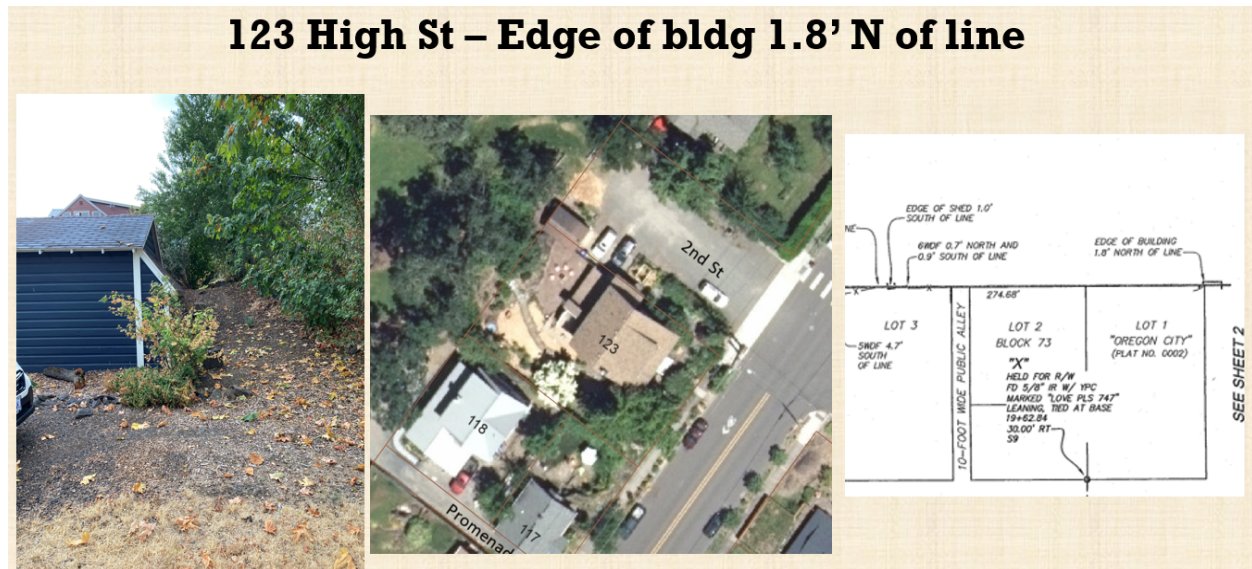
****Commission approved final steps on August 6th****

Property Owner: Greg and Carrie Rose

Property Address: 123 High St., Oregon City, OR 97045

Property Tax Identification Number: 22E31CA00100

Description / Depiction of Encroachment Area:



At 123 High St, the edge of the shed building extends 1.8 feet into the Promenade area. Also, a significant portion of the shed is located in the 2nd Street right-of-way. A Right-of-Way (ROW) Permit application must be submitted and approved by the Commission for the shed to remain in the ROW.

Description / Depiction of Approved Encroachment Use: The shed building that extends into the promenade and 2nd St. right-of-way.

Encroachment Property to be Removed: None

Current Status: the Commission voted to allow the shed to continue encroaching onto the promenade but indicated that a right-of-way long term obstruction permit was necessary for the shed to remain in its current location. The ROW permit fee of \$689 was waived, so long as the permit application was received within 60 days from the date of the Acknowledgement Letter.

Property #3

****Commission approved final steps on August 6th****

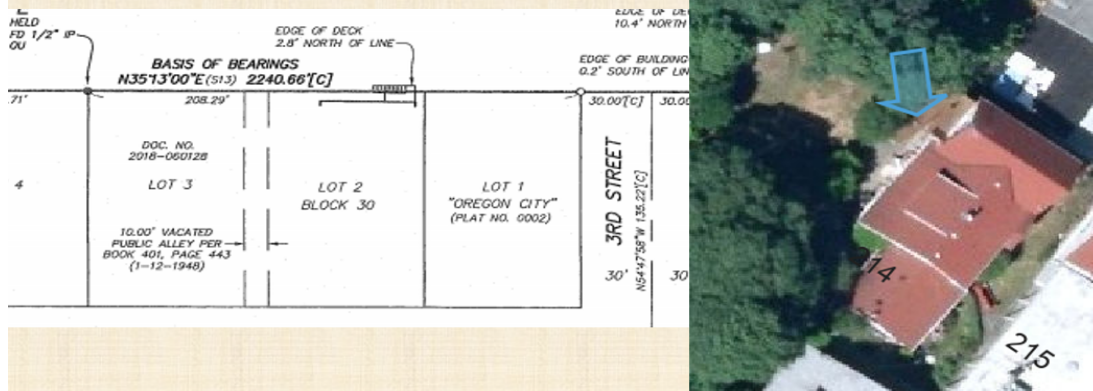
Property Owner: AK Ventures LLC

Property Address: 214 Bluff St., Oregon City, OR 97045

Property Tax Identification Number: 22E31AC12800

Description / Depiction of Encroachment Area:

214 Bluff St – Edge of deck 2.8' N of line



214 Bluff St – Landscape, rock border, and fire pit



The deck attached to the residence at 214 Bluff St. extends 2.8 feet into the Promenade area. The 214 Bluff St. Property also has landscape encroachments into the Promenade, including rock borders in slope transitions, chairs, a fire pit, and possible plantings.

Description / Depiction of Approved Encroachment Use: The deck.

Encroachment Property to be Removed: fire pit, landscaping, including rock borders and slope transitions, chairs and plantings.

Current Status: no response from the property owner. The Commission voted to require removal of all encroachments except the deck, within 120 days from the date of the Acknowledgement Letter.

Property #4

****Commission approved final steps on August 6th****

Property Owner: AK Ventures LLC

Property Address: 210 Bluff St., Oregon City, OR 97045

Property Tax Identification Number: 22E31AC12800

Description / Depiction of Encroachment Area:

210 Bluff St – Landscape and rock wall



The promenade area west of 210 Bluff Street has significant landscaping, including movable pots and staked items. The transitional slopes also have rock walls.

Description / Depiction of Approved Encroachment Use: none.

Encroachment Property to be Removed: moveable pots, staked items, rock walls.

Current Status: no response from the property owner. The Commission voted to require removal of all items from the encroachment area within 120 days from the date of the acknowledgement letter.

Property #5

Property Owner: James Nicita

Property Address: 302 Bluff St., Oregon City, OR 97045

Property Tax Identification Number: 22E31AC12400

Description / Depiction of Encroachment Area:

302 Bluff St – Landscape, deck and parking



The property to the north of 3rd Street, 302 Bluff St., has a deck and stairs that extend 10.4 feet into the promenade. In addition, the Promenade area is used for parking and some minor landscaping.

Description / Depiction of Approved Encroachment Use: The deck, stairs, parking and landscaping

Encroachment Property to be Removed: Parking?

Current Status: During the meeting on August 6th, the Commission expressed consensus that the deck, stairs and landscaping could remain but expressed concerns over continuing to allow parking on the promenade. Staff is looking for direction on next steps.

Property #6

Property Owner: Paul Creech

Property Address: 306 Promenade St., Oregon City, OR 97045

Property Tax Identification Number: 22E31AC12300

Description / Depiction of Encroachment Area:

306 Promenade St – Landscape, stairs, deck and parking



The property at 306 Promenade St. also has a deck that extends into the Promenade. The deck itself is only 0.4' into the promenade, but stairs to the deck go 8.7' into the Promenade. The Promenade area is also landscaped and used for parking.

Description / Depiction of Approved Encroachment Use: deck, stairs, parking

Encroachment Property to be Removed: utility trailer, trash and parking?

Current Status: no response from property owner. During the meeting on August 6th, the Commission expressed consensus that the deck and stairs could remain but expressed concerns over continuing to allow parking on the promenade. Staff is looking for direction on next steps.

Property #7

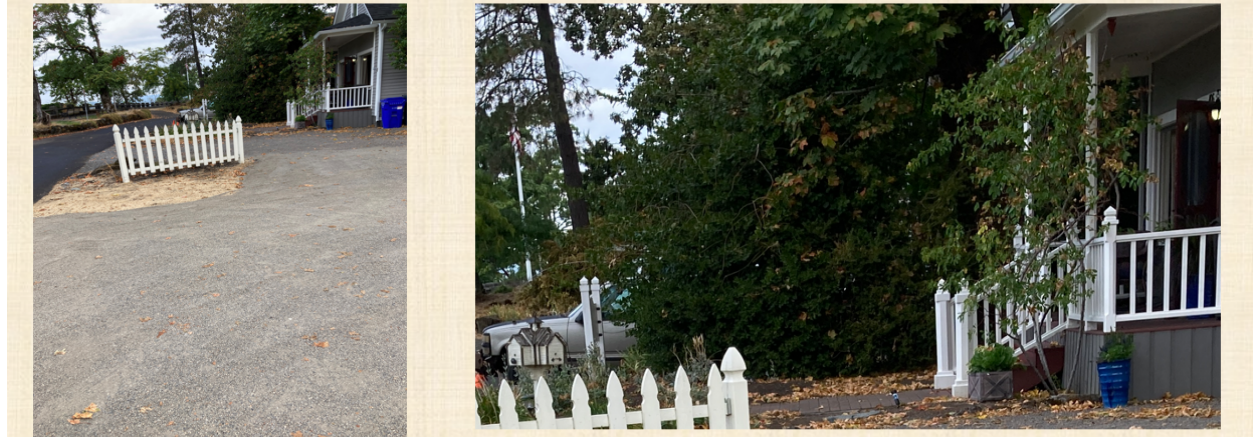
Property Owner: 406 Bluff Street LLC

Property Address: 406 Promenade St., Oregon City, OR 97045

Property Tax Identification Number: 22E31AC04800

Description / Depiction of Encroachment Area:

406 Promenade St – Edge of bldg 0.2', edge of deck 5.2', stairs 8.7' N of line



The property at 406 Promenade St. contains structures that extend into the Promenade area. The west edge of the building is 0.2 feet into the Promenade, the west edge of the deck is 5.2 feet into the Promenade, and the stairs are 8.7 feet into the Promenade. In addition, there is also a short divider fence, a decorative landscape feature, and a sign between the house and Promenade Street. The property takes access through the Promenade and likely there is parking.

Description / Depiction of Approved Encroachment Use: Deck, stairs and parking.

Encroachment Property to be Removed: A short section of picket fencing running perpendicular to Bluff Street, signage, planting, a decorative landscape feature and parking?

Current Status: no response from property owner. During the meeting on August 6th, the Commission expressed consensus that the deck and stairs could remain but the fencing, signage, planting pots and decorative landscape feature must be removed. They expressed concern over continuing to allow parking on the promenade. Staff is looking for direction on next steps.

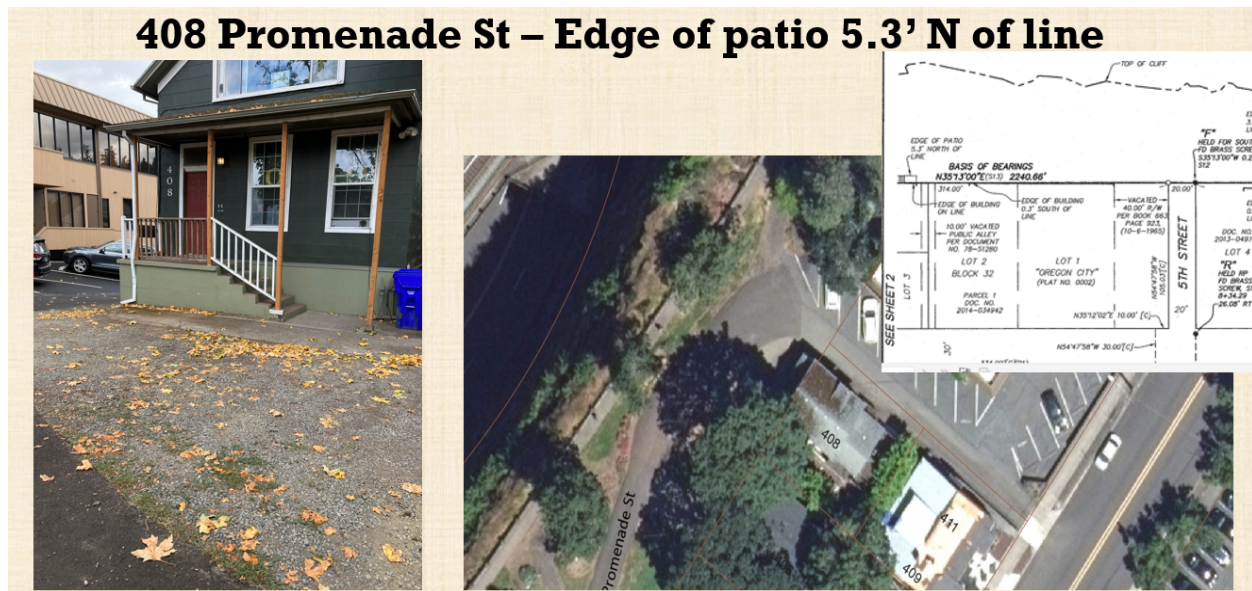
Property #8

Property Owner: Daniel F Arone

Property Address: 408 Promenade St., Oregon City, OR 97045

Property Tax Identification Number: 22E31AC04700

Description / Depiction of Encroachment Area:



The survey indicates that the building located at 408 Promenade St. extends into the Promenade by 5.3 feet. The Promenade area to the west is also surfaced and used for access and parking.

Description / Depiction of Approved Encroachment Use: Access, parking, deck and portion of deck/building that extends into the promenade.

Encroachment Property to be Removed: Parking?

Current Status: no response from property owner. During the meeting on August 6th, the Commission expressed consensus that the access, deck, and portion of the deck/building could remain but expressed concerns over continuing to allow parking on the promenade. Staff is looking for direction on next steps.

Property #9

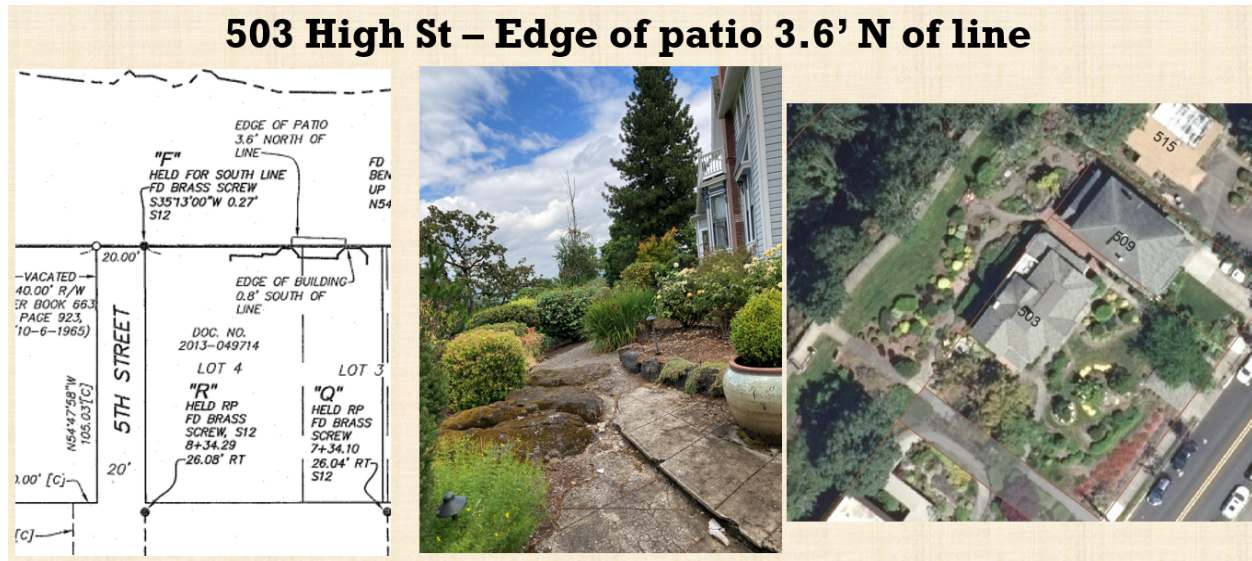
****Commission approved final steps on August 6th****

Property Owner: Jon Rand

Property Address: 503 High St., Oregon City, OR 97045

Property Tax Identification Number: 22E31AC04400

Description / Depiction of Encroachment Area:



The residence located at 503 High St. has a patio on the west side that extends over the property line and into the Promenade by 3.6 feet. The property also has an expansive, intricate, and well-maintained landscape with intertwined pathways extending west of the residence. Almost all that landscaping is in the Promenade area.

Description / Depiction of Approved Encroachment Use: patio and landscaping.

Encroachment Property to be Removed: Private property signs.

Current Status: The Commission voted to approve the existing encroachment so long as the property owner continues all maintenance. However, all signage indicating that the property is private must be removed within 60 days from the date of the Acknowledgement Letter.

Property #10

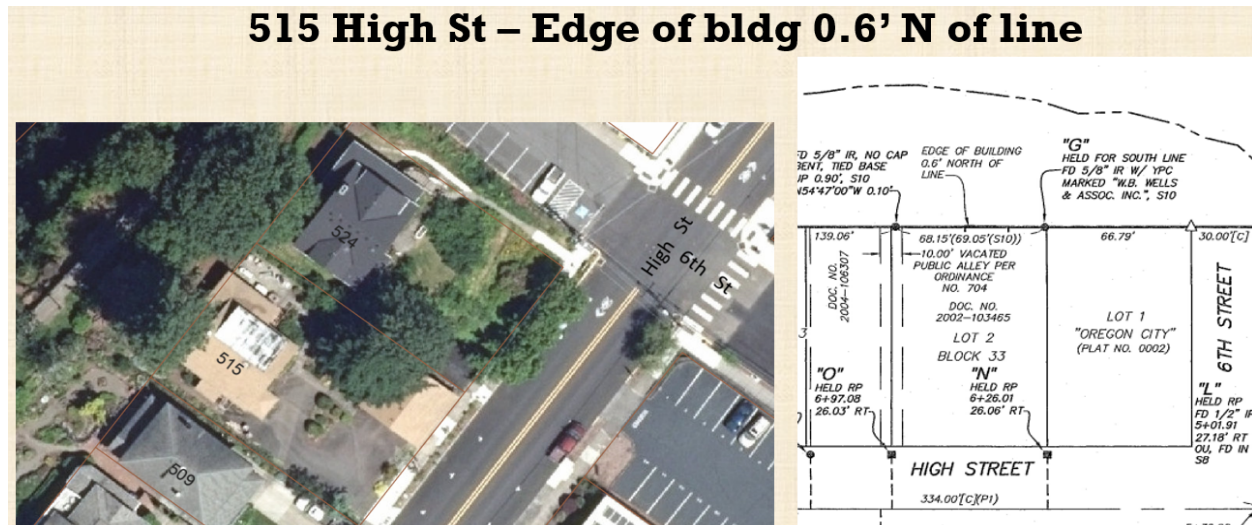
****Commission approved final steps on August 6th****

Property Owner: Philip & Vicki Yates

Property Address: 515 High St., Oregon City, OR 97045

Property Tax Identification Number: 22E31AC04200

Description / Depiction of Encroachment Area:



The main structure on 515 High St. was built 0.6 feet over the property line and into the Promenade area.

Description / Depiction of Approved Encroachment Use: the main structure

Encroachment Property to be Removed: none.

Current Status: the Commission voted to approve vacating the portion of the promenade where the foundation of the home is located and acknowledge the remaining encroachment with an Acknowledgement Letter. The estimated cost for the survey work is \$450 and the vacation process is \$1,373 for a total of \$1,823 plus applicable recording fees. The Commission determined that the property owners would be responsible for half of the total costs.

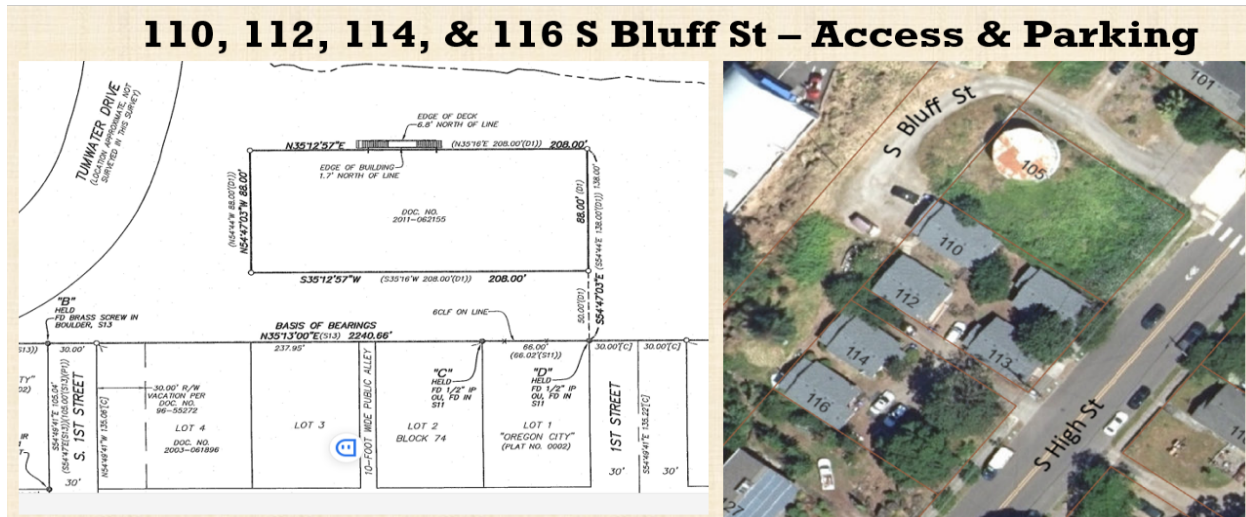
Property #11

Property Owner: LKR Ventures

Property Address: 110, 112, 114, & 116 S. Bluff St., Oregon City, OR 97045

Property Tax Identification Number: 22E31CA03300, 22E31CA03200

Description / Depiction of Encroachment Area:



The properties located at 110, 112, 114 and 116 S Bluff St. all take access from S. Bluff St. and park in the area to the west of the homes.

Description / Depiction of Approved Encroachment Use: access and parking.

Encroachment Property to be Removed: trailer storage, boat storage, parking?

Current Status: During the meeting on August 6th, the Commission expressed concerns over continuing to allow parking on the promenade. Staff is looking for direction on next steps.

Property #12

Property Owner: Russell Lathrop & Shelby Ann Sundling

Property Address: 118 Promenade St., Oregon City, OR 97045

Property Tax Identification Number: 22E31CA00200

Description / Depiction of Encroachment Area:



The property at 118 Promenade St. is accessed through the public alley, labeled “Promenade Street” from High Street. Parking, access, and residential landscaping extend into the Promenade area. The property line is situated close to the walkway on the west side to the house, which appears to be the front of the house. The landscaping to the west of the parking area (and entirely on the Promenade) has drip irrigation in the planter bed area.

Description / Depiction of Approved Encroachment Use: access and landscaping

Encroachment Property to be Removed: gravel parking areas?

Current Status: During the meeting on August 6th, the Commission expressed consensus that the access and landscaping could remain but expressed concerns over continuing to allow parking on the promenade. Staff is looking for direction on next steps.

Property #13

Property Owner: Josh & Jenna Adams

Property Address: 311 High St., Oregon City, OR 97045

Property Tax Identification Number: 22E31AC12200

Description / Depiction of Encroachment Area:



The property at 311 High St. uses the Promenade area for access at parking.

Description / Depiction of Approved Encroachment Use: access and parking

Encroachment Property to be Removed: parking?

Current Status: property owner has declined to sign the encroachment license agreement. No consensus was reached by the Commission during the work session on June 10th. During the meeting on August 6th, the Commission expressed concerns over continuing to allow parking on the promenade. Staff is looking for direction on next steps.

Property #14

****Commission approved final steps on August 6th****

Property Owner: David Demers

Property Address: 127 S High St., Oregon City, OR 97045

Property Tax Identification Number: 22E31CA03100

Description / Depiction of Encroachment Area:



The home located at 127 S. High St backs onto the Promenade and there are terraced rock walls and ornamental landscaping, including vines that were not placed by City staff on the property.

Description / Depiction of Approved Encroachment Use: landscaping and rock walls

Encroachment Property to be Removed: none

Current Status: The Commission voted to allow all identified items to remain in the encroachment area. The acknowledgment letter was approved as presented.

Property #15

****Owners signed encroachment license agreement****

Property Owner: Mary Kay Campbell Trustee

Property Address: 111 High St., Oregon City, OR 97045

Property Tax Identification Number: 22E31CA00400

Description / Depiction of Encroachment Area:



There is a portion of 6-foot tall wooden fence behind 111 High St. that is located 0.7 feet north of the property line. The southern portion of the fence starts on the property owner's lot, but it transitions to the Promenade to the north.

Description / Depiction of Approved Encroachment Use: fence

Encroachment Property to be Removed: none

Current Status: property owner has signed the encroachment license agreement.

Property #16

****Owners signed encroachment license agreement****

Property Owner: Ronald Thom & Suzanne Thom

Property Address: 509 High St., Oregon City, OR 97045

Property Tax Identification Number: 22E31AC04300

Description / Depiction of Encroachment Area:



The property located at 509 High St. features similar landscaping as 503 High Street, with well-maintained landscaping, including mature trees and brick borders lining a gravel pathway.

Description / Depiction of Approved Encroachment Use: landscaping

Encroachment Property to be Removed: none

Current Status: property owner has signed the encroachment license agreement.

Property #17

****Commission approved final steps on August 6th****

Property Owner: Katie Palmer

Property Address: 524 High St., Oregon City, OR 97045

Property Tax Identification Number: 22E31AC04100

Description / Depiction of Encroachment Area:

524 High St – Landscape and rock wall



The property at 524 High St. features a house elevated from the Promenade and the Promenade area that slopes up to the house contains rock retaining walls as well as transitional slope walls and landscaping.

Description / Depiction of Approved Encroachment Use: rock retaining walls and landscaping

Encroachment Property to be Removed: none

Required Date of Removal of Encroachment Property to be Removed: N/A

Current Status: The Commission voted to allow all rock walls and landscaping to remain in the encroachment area, provided that the owner continues to perform all maintenance. The acknowledgement letter was approved as presented.

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

Promenade Parking

Map printed August 14, 2025



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0 25 50 Feet

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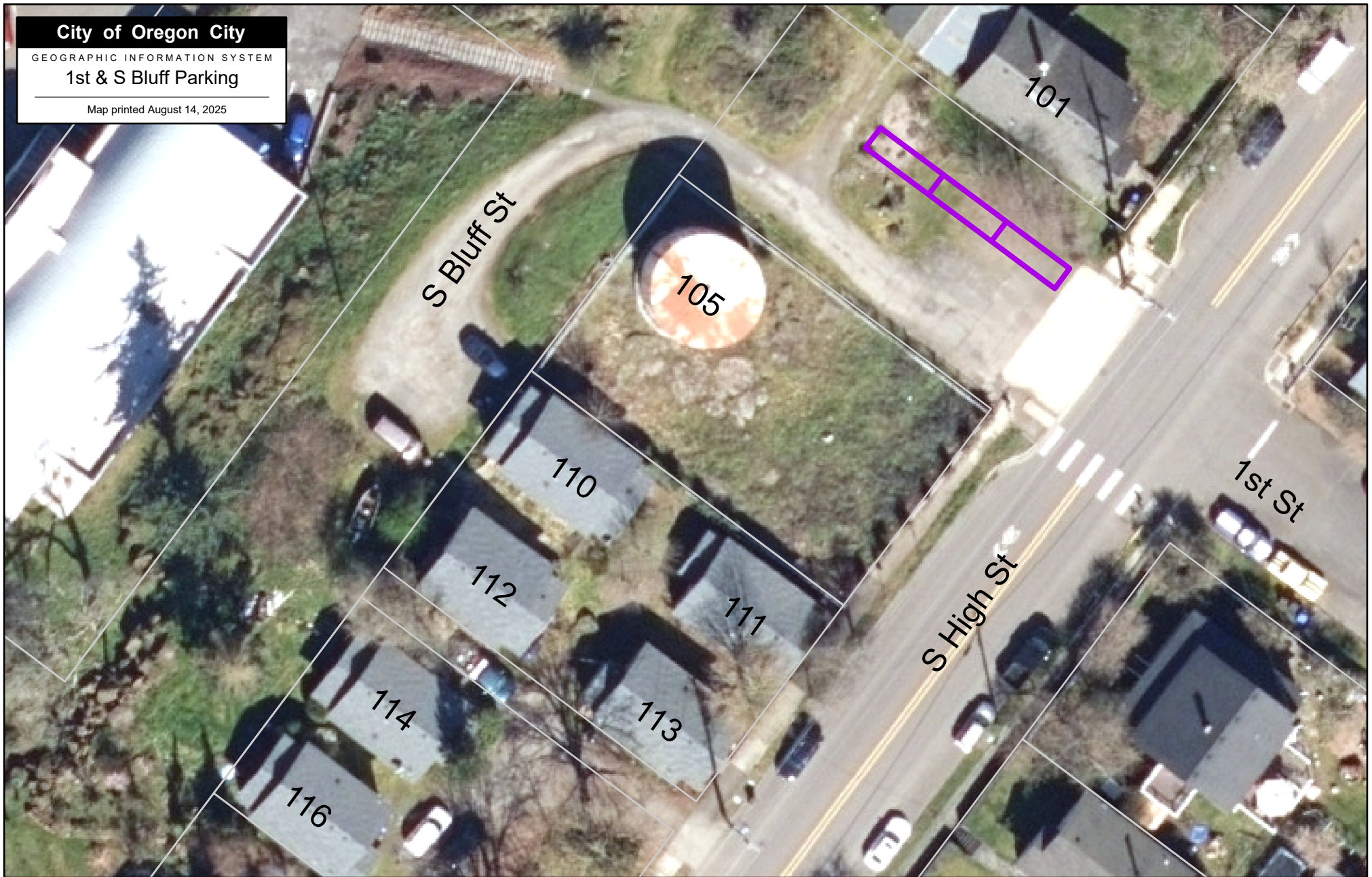
Date: 8/14/25
Map Name: McLoughlin Promenade Properties.aprx[Promenade Parking - 8.5x11L
Plot Name: Promenade Parking - 8.5x11L - 20250814.pdf

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

1st & S Bluff Parking

Map printed August 14, 2025



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Date: 8/14/25
Map Name: McLoughlin Promenade Properties.aprx|1st & S Bluff - 8.5x11L
Plot Name: 1st & S Bluff - 8.5x11L - 20250814.pdf

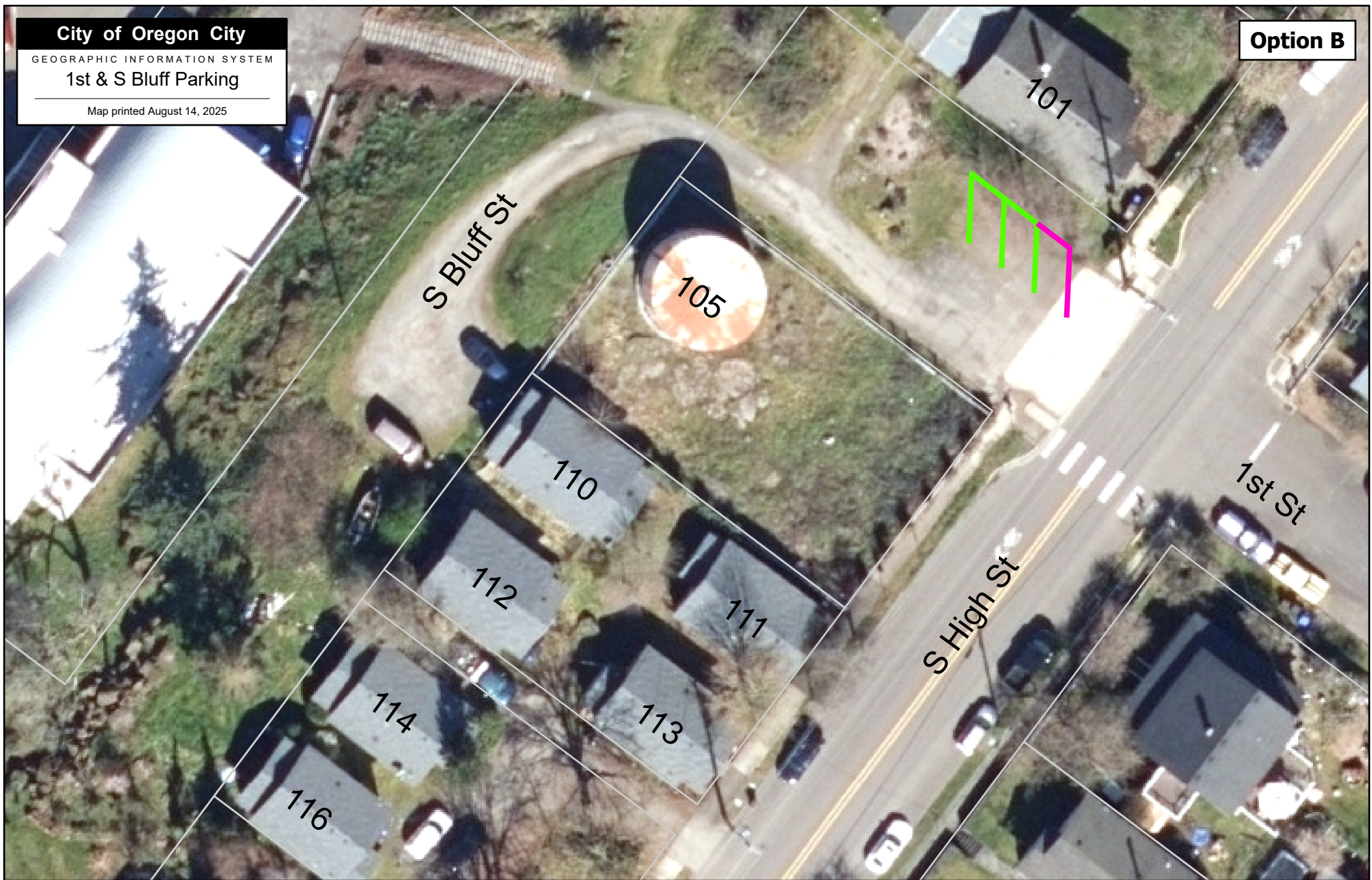
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GEOGRAPHIC INFORMATION SYSTEM

1st & S Bluff Parking

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Option B



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Map Name: McLoughlin Promenade Properties.aprx|1st & S Bluff - 8.5x11L
Plot Name: 1st & S Bluff - 8.5x11L - 20250814.pdf

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GEOGRAPHIC INFORMATION SYSTEM

3rd & Promenade Parking

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Option B



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Map Name: McLoughlin Promenade Properties.aprx|3rd & Promenade - 8.5x11L
Plot Name: 3rd & Promenade - 8.5x11L - 20250814.pdf

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GEOGRAPHIC INFORMATION SYSTEM

4th & Promenade Parking

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Option A



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Date: 8/14/25
Map Name: McLoughlin Promenade Properties.aprx|4th & Promenade - 8.5x11L
Plot Name: 4th & Promenade - 8.5x11L - 20250814.pdf

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4th & Promenade Parking

Map printed August 14, 2025

Option B



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Date: 8/14/25
Map Name: McLoughlin Promenade Properties.aprx|4th & Promenade - 8.5x11L
Plot Name: 4th & Promenade - 8.5x11L - 20250814.pdf

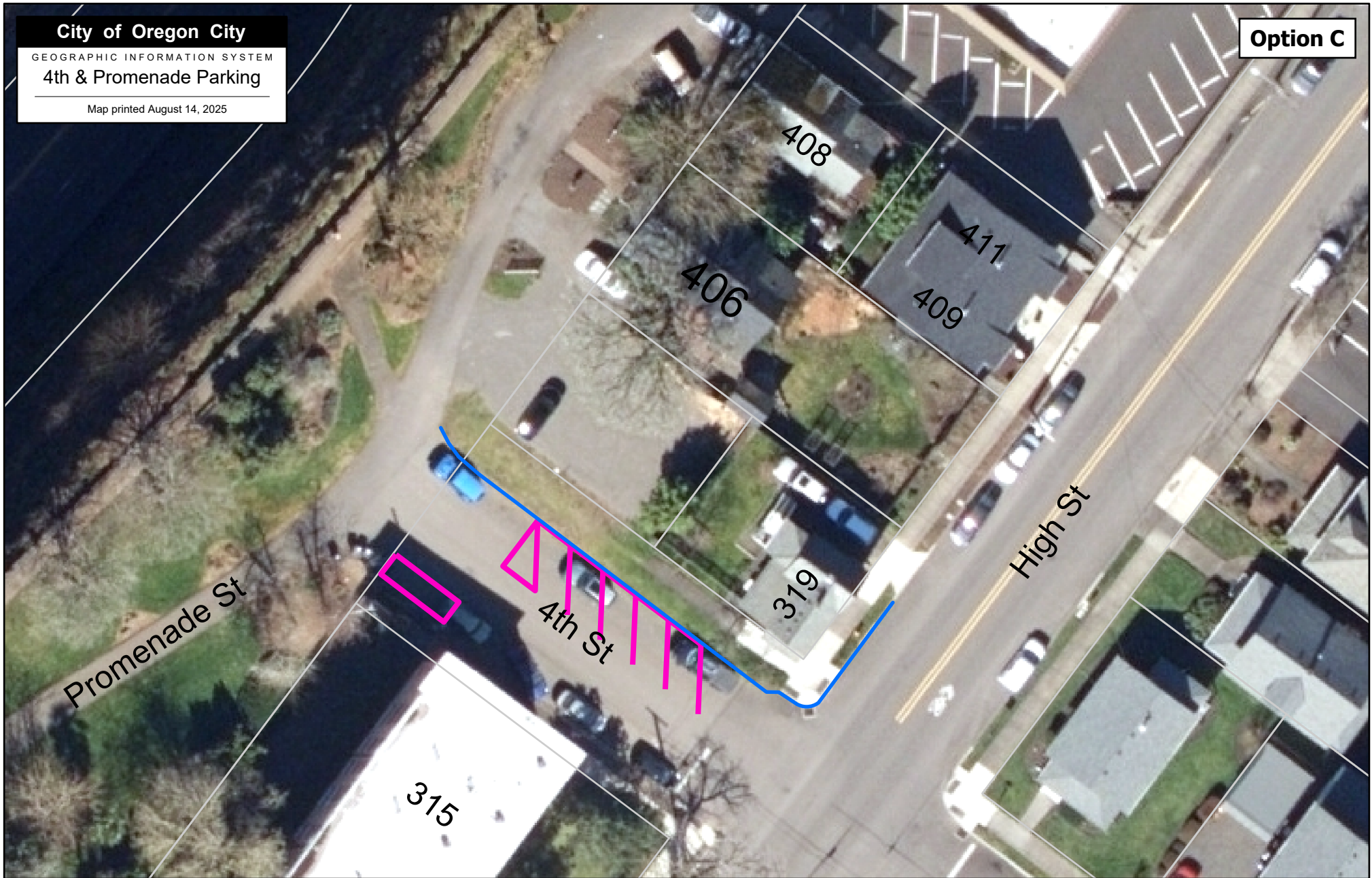
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GEOGRAPHIC INFORMATION SYSTEM

4th & Promenade Parking

Map printed August 14, 2025

Option C



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Map Name: McLoughlin Promenade Properties.aprx|4th & Promenade - 8.5x11L
Plot Name: 4th & Promenade - 8.5x11L - 20250814.pdf

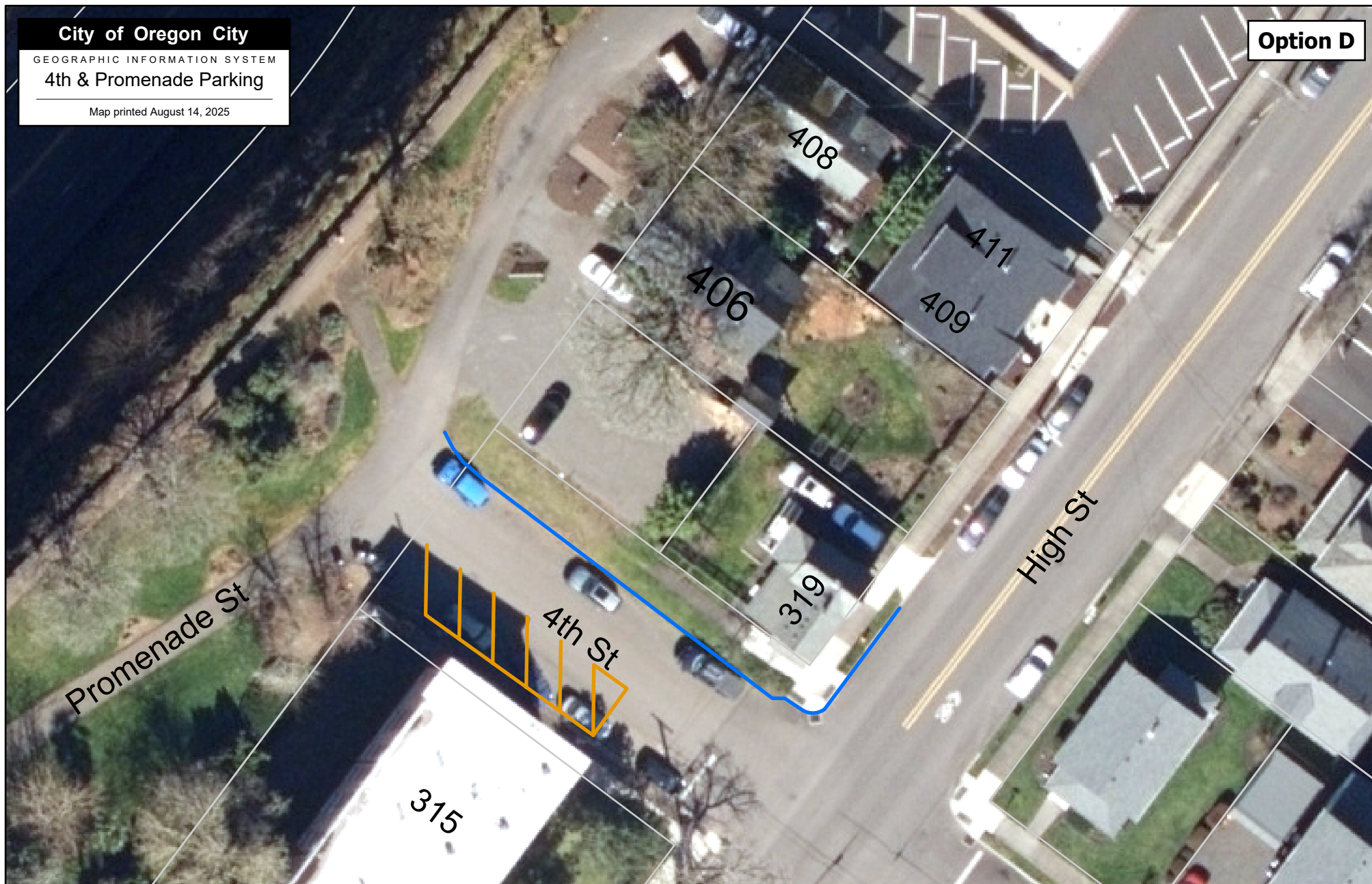
City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

4th & Promenade Parking

Map printed August 14, 2025

Option D



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Date: 8/14/25
Map Name: McLoughlin Promenade Properties.aprx|4th & Promenade - 8.5x11L
Plot Name: 4th & Promenade - 8.5x11L - 20250814.pdf

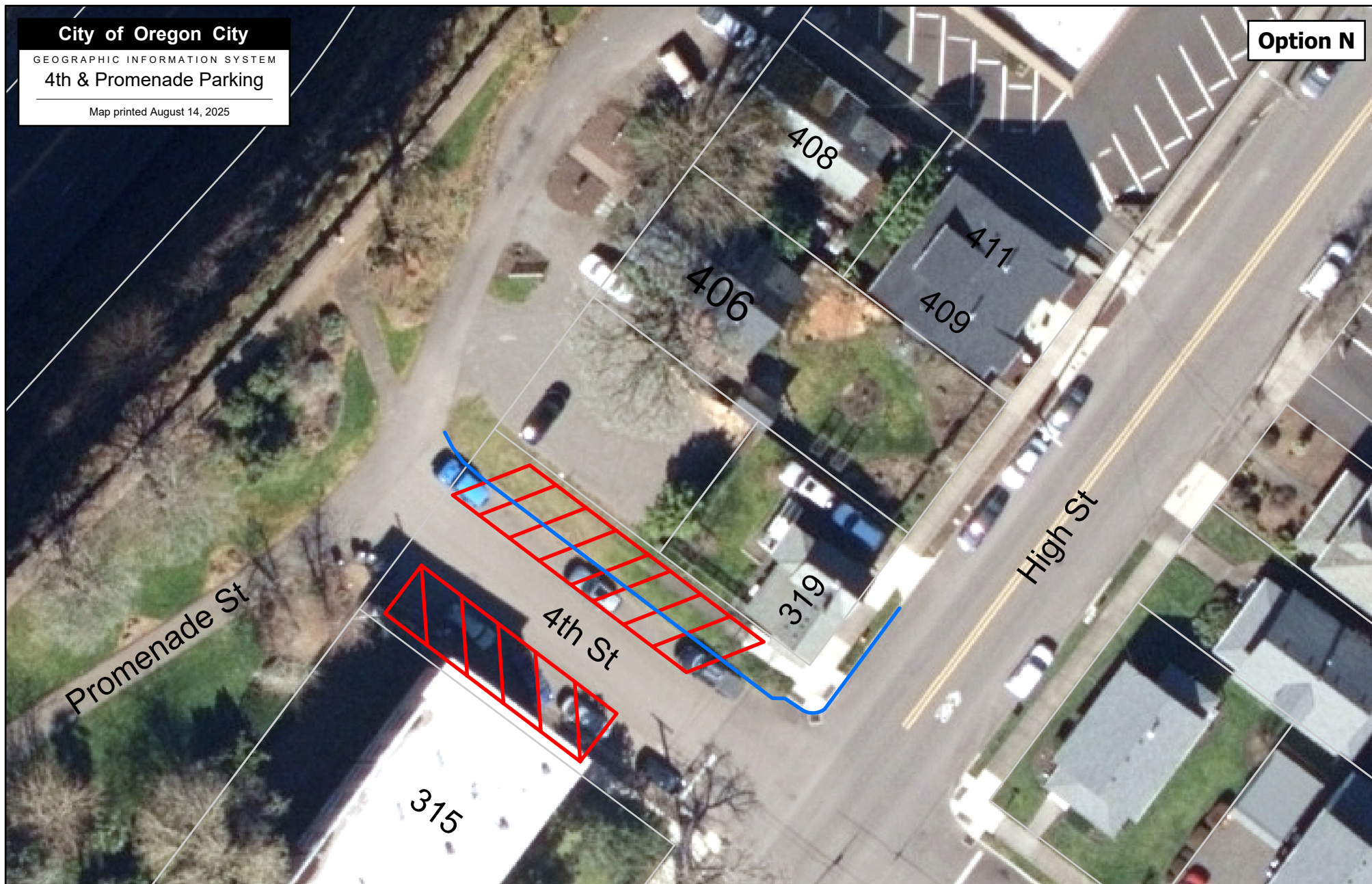
City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

4th & Promenade Parking

Map printed August 14, 2025

Option N



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Date: 8/14/25
Map Name: McLoughlin Promenade Properties.aprx|4th & Promenade - 8.5x11L
Plot Name: 4th & Promenade - 8.5x11L - 20250814.pdf

From: James Nicita <james.nicita@gmail.com>
Sent: Sunday, August 31, 2025 5:32 PM
To: Denyse McGriff; Mike Mitchell; Adam Marl; Rocky Smith, Jr.; Scott Wilson
Cc: Tony Konkol; Alex Rains; Scott Archer; Carrie Richter; Dayna Webb; Jakob Wiley; Shaun Davis; Pete Walter
Subject: Public Comment City Commission Meeting September 3 2025 Agenda Item 9b: McLoughlin Promenade Follow Up
Attachments: Ex. A 1904 Ordinance 306 Naming McLoughlin Promenade.pdf; Ex. B 1926 Ordinances 1120 & 1124 Vacating Promenade.pdf; Ex. C Deed 302 Bluff Street.pdf; Ex. D 1945 Ordinance No. 1329 Vacation of Part of McLoughlin Promenade.pdf; Ex. E Bluff Street in TSP.pdf; Ex. F 1990 Commission Policy 9-1 Promenade Vehicular Access and Staff Report.pdf; Ex. G 2023 McLoughlin Promenade Parks & Recreation Master Plan Inventory.pdf; Ex. H 302 McLoughlin Promenade.png; Ex I 1926 Meldrum Survey of Mill.png; Ex. J 1972 Plot Plan of Mill.png; Ex. K 2019 McLoughlin Promenade Survey.pdf; Ex. L Survey SN1-656.png

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I write to offer the following information and comments on the above-referenced agenda item, based on the discussion I heard at the last Commission meeting addressing the McLoughlin Promenade. Certainly there is more information and documentation out there than I have been able to find.

I. What is the Promenade as a legal entity?

The Promenade has been defined or designated in four ways: as a promenade, as a street, as a right-of-way, and as a park.

A. As a "Promenade"

In addition to the original McLoughlin Plat designating the Promenade as such, the City Council of Oregon City defined the Promenade as such legally in 1904 in Ordinance 306, in which it named the "public promenade" on top of the cliff as "McLoughlin Promenade." (Ex. A.)

The City used only the word "Promenade" in 1926 in Ordinance Nos. 1120 and 1124, when it vacated perhaps the most valuable part of the McLoughlin Promenade: its far southern end, with the best view of Willamette Falls, and deeded the vacated portion to a private for-profit entity, the Sunset Land Co. Needless to say, this appalling episode provides ample justification for protecting the McLoughlin Promenade as a Charter Park. If there is a silver lining, no subdivision was ever built, and the parcel returned to a public function: it is now the site of the Museum of the Oregon Territory. (Ex. B.)

B. As a "Street"

In the attached deed to my house at 302 Bluff Street, part of the legal description includes the western frontage along "Promenade Avenue," a clear reference to the entire right-of-way above the cliff on the original McLoughlin Plat. (Ex. C.) In other words, by this usage, the entirety of the McLoughlin Promenade

is an "avenue," or "street." My neighbor at 306 Promenade has the identical language in the deed for that property.

The City Commission defined the McLoughlin Promenade in 1945 as a "public street" in Ordinance 1329, by which it vacated part of the Promenade to the VFW. (Ex. D.)

The City defines Bluff Street in front of my house as a "local street" in the current Transportation System Plan. (Ex. E.)

C. As a "Right-of-Way"

Current city code would consider the McLoughlin Promenade as a "right-of-way":

17.04.1055 - Right-of-way.

"Right-of-way" means the area between boundary lines of a public street, public alley or other public accessway. Right-of-way is not a parcel, lot, or considered real estate or real property.

D. As a "Park"

The City Commission referred to the Promenade as both a promenade and a "public park" in Policy 9-1, effective June 6, 1990, in which it granted abutting properties permission to use the Promenade for vehicular access. (The accompanying City Commission minutes references the City Commission work session of May 23, 1990 for the reasons for adopting the policy.) (Ex. F.)

Current city code would consider the McLoughlin Promenade as a "park":

12.16.010 - Definitions.

For the purposes of this chapter:

(...)

"Public parks" means all property owned or controlled by the city, whether within or without the city limits, and operated for the use of the public for park purposes.

The McLoughlin Promenade is listed in the inventory of parks in the current Parks Master Plan. (Ex. G.)

II. General Comments

- I do not know if Commission Policy 9-1 is still in effect or was repealed at some point. If it is still in effect, then it might be useful to secure the minutes of the May 23, 1990 City Commission work session in order to have clarity on the reasons the City Commission adopted the policy that year. If the reasons are applicable to the current era as well, then perhaps the policy should not be changed, as the residents over the years have relied on the policy to park in front of their homes. In any event, one consistent policy should be adopted. Deciding on a property-by-property basis seems arbitrary and capricious, and gives the impression of micromanaging.

- If the McLoughlin Promenade is a "street," do the property owners have the right to park there just like any other property owner on a city street? Does the public in general have the right to park on this "street?"
- I agree that the current proceedings offer the opportunity to bring some rationality and correction to the strange and arbitrary street/mailling address system of the homes on the Promenade. Based on Ordinance No. 306 from 1904, I would suggest that all of the street/mailling addresses be changed to "McLoughlin Promenade." For one, it is the legal name per that ordinance. Also, it is the most elegant name, and might be the most advantageous as far as property values (and thus property tax revenues to the City). I will note, per the attached Ex. H. that my house has been listed in the past as "302 McLoughlin Promenade."
- This proceeding over the past year has addressed the encroachments of abutting property owners onto the Promenade. But there are other encroachments that do not appear to have been addressed or considered. For example, the water tank on the lot right above the VFW was owned by the Blue Heron paper mill, and I believe is now owned by the Confederated Tribes of Grand Ronde. Per both the 1926 Meldrum Survey (Ex. I) and the 1972 plot plan of the mill (Ex. J), water from that tank would lead to the mill through an underground pipe running through the Promenade. That is an "encroachment." PGE has three high-capacity overhead lines that run along Third Street next to my house. A PGE pole is encroaching on the Promenade, where the three lines then drop into the mill site. There is almost certainly an easement "encroaching" on the Promenade for this power line as well. Recently I talked with a PGE employee who said that PGE is going to remove the high-tension power lines, as well as the pole. I don't know whether in the future they will replace them in the same manner, or in the future run the power lines in from under Main Street. Surely these types of encroachments are quite relevant to the concern over the charter language about "changing the legal status of a park" that drove this entire proceeding to begin with. These other types of encroachments (there may be others) need to be taken into account, in some manner, before the ordinance designating the Promenade as a "charter park" is enacted.
- I am curious about a parcel of land south of Tumwater Drive below the VFW and north of the MOOT. Is this parcel still owned by the City, or was it at some point vacated as well? If it was never vacated, it would be part of the McLoughlin Promenade, but it is not included in the 2019 McLoughlin Promenade survey. See Ex. K and Ex. L. If the City intends to base the ordinance designating the Promenade as a charter park on the 2019 survey, then perhaps the question of whether that parcel south of Tumwater is still owned by the City should be resolved, and if so, whether the 2019 survey should be amended to include this parcel as well.
- After the last Commission meeting on this matter, Commissioner Smith showed me his sketch of a realigned asphalt path between Third and Fourth Streets. I have no opinion on his concept, but I do think his sketch is a public record, and needs to be added to the record of the current proceeding.

Ordinance No. 306

ORDINANCE NO. — 306

An ordinance naming Railroad avenue and McLoughlin promenade.

Oregon City does ordain as follows:

Section 1. That the street lying between the easterly line of Blocks 23, 24, 25, 26, 27, 28 and 29, and the foot of the Bluff from Second street to Ninth street, shall be and the same is hereby named Railroad Avenue.

Sec. 2. That the public promenade lying between the westerly line of Blocks 70, 31, 2, 23, 24, 73, 74, 75, 76 and 77, and the top of the bluff from the southern boundary of Oregon City to Seventh street, shall be and the same is hereby named McLoughlin promenade.

Read first time and ordered published at a regular meeting of the Council of Oregon City held July 6th, 1904.

By order of the Council of Oregon City.

July 15. BRUCE C. CURRY, Recorder.

CERTIFICATE OF PUBLICATION.

State of Oregon, County of Clackamas, ss.

I, *W. L. Cochran*,
being first duly sworn, say that I am *Principal*

of
THE OREGON CITY ENTERPRISE, a newspaper published weekly at Oregon City, in Clackamas County, Oregon, and having a general circulation in said county: that the attached notice was correctly published in the regular and entire issue of every number of said newspaper for *five* consecutive and successive weekly insertions, commencing with the issue dated *July 15* 190*4*, and ending with the issue dated 190*4*, during all of which times of publication said newspaper was regularly circulated in said county; and further that said notice was not published in any supplement of said newspaper, but in the newspaper itself.

Subscribed and sworn to before me this *29* day
of *July* A. D., 190*4*.

W. L. Cochran
Notary Public in and for Oregon.

ORDINANCE No. 306

Read first time and ordered published, at a meeting of the Council, held *July 10* 190*4*.

Published in *Oregon City Enterprise July 15th* 190*4*.
Read second time and passed at a meeting of the Council held *August 3rd* 190*4*.

Councilmen voting as follows.

Ayes, *Chapman, Judson, Kerner, Kelly, Knapp, Mason & Terry (7)*

Noes, *None (0)*

Absent, *Shelton & Straight (2)*

Approved by the Mayor, *August 3rd* 190*4*,

Bruce C. Curry Recorder.

ORDINANCE NO. —

An ordinance naming Railroad avenue and McLaughlin promenade. Oregon City does ordain as follows:

Section 1. That the street lying between the easterly line of Blocks 23, 24, 25, 26, 27, 28 and 29, and the foot of the bluff from Second street to Ninth street, shall be and the same is hereby named Railroad avenue.

Sec. 2. That the public promenade lying between the westerly line of Blocks 30, 31, 32, 33, 34, 35, 36, 37, 38 and 39, and the top of the bluff from the southern boundary of Oregon City to Seventh street shall be and the same is hereby named McLaughlin promenade.

Read first time and ordered published at a regular meeting of the Council of Oregon City held July 6th, 1904.

By order of the Council of Oregon City.

BRUCE C. CURRY,
Recorder.

BIDS WANTED.

For the improvement of Center street from the north line of First street southerly to the north line of Sixteenth street.

The Committee on Streets and Public Property of Oregon City will receive sealed proposals for the improvement of Center street from the north line of First street southerly to the north line of Sixteenth street until Monday, August 1, 1904. Proposals will be received on and after Tuesday, July 19, 1904, at the office of the Recorder of Oregon City, Oregon, and must be made upon the forms furnished by the Recorder.

The Committee reserves the right to reject any or all bids.

By order of Committee on Streets and Public Property.

BRUCE C. CURRY,
Recorder.

NOTICE OF APPLICATION FOR LIQUOR LICENSE.

The undersigned will present the following petition to the County Court of Clackamas County, Oregon, on Wednesday, the 17th day of September, 1904, for a license to sell spirituous, malt and vinous liquors, in less quantities than one gallon, at a saloon in Cascade Precinct, for a period of one year.

CAPPER JUNKER.

In the County Court of the State of Oregon for the County of Clackamas. In the matter of the petition of Capper Junker for a petition for liquor license. To the County Court of the above County and State:

Your petitioners would respectfully represent that they are legal voters in Cascade precinct in the above County and State, and actual residents thereof.

That they would respectfully request that you grant a license to Capper Junker, authorizing and permitting him to sell spirituous, malt and vinous liquors in a saloon located at what is known as Sandy, in said precinct.

And your petitioners will ever pray, etc.

S. D. Coulman, S. B. Mitchell, F. Largentson, J. H. L. Mayhew, J. H. Wewer, Daniel Herthly, Herman Fischer, George Kisecker, Ulrich Trubel, M. C. Donahue, John Cosholm, M. C. Donahue, Frank R. Selman, A. C. Downing, Aaron Updegraff, W. A. Proctor, John H. Hoffmeister, E. Barrett, Julius Wendland, T. Dunn, Theo. Koennoeke, John Gibbons, Fred Warner, John Struss, H. Riederbusch, Henry Widmer, J. F. Thiebke, John Muller, Gottfried Stuck, Charles Suckow, Ramund Kaiser, G. W. Beers, John Kelmoecker, Anton Mahr, Wm. M. Ramsdell, T. H. Fischer, C. R. Chase, Theodore Fischer, F. J. Suckow, Wm. Waespe, Joseph Meyer, Fred Waespe, Peter P. Hia, E. Beers, P. Riederbusch, Gilbert Gilbertson, Fred Kelmoecker, James Fowler, Ira L. Dodge, C. E. Edwards, J. G. DeShaver, W. K. Spies, J. H. Revenue, Frank Irvin, A. U. Bell, Fred Riem, T. G. Jourard, James Langer, R. A. Revenue, H. W. Donahue, R. E. Hyatt, C. H. Edwards, U. S. Griffith, S. R. Edwards, Max Klis, J. Suckow, Chas. Sharnke, J. W. Revell, B. P. Kigel, O. Rambow, J. S. Albel, H. P. Bunn, Jake McDuff, S. E. New, Albert Tholinger, Geo. Harris, Henry Koch, E. Coleman, Gottlieb Muller, Ed. Suckow, Otto H. Meinig, Henry Kelmoecker, J. M. Dickenson, Wm. Rutolins, Alton D. Meinig, H. W. Wilcoxson, P. R. Meinig, Henry Riederbusch, T. J. Stone, Will Bell, E. Beers, J. A. Albel, C. Fryffer, A. J. Buehman, P. Boers, P. J. Walkey, James Bell, Herman Bruar, J. S. B. Babers, Willard Hosholm, John Maronay, C. L. Idelm, N. C. Kuhn.

REPUBLICAN NATIONAL CREED.

What the Republican Party Stands for in Pending Presidential Campaign.

Protection which guards and develops our industries is a cardinal policy of the Republican party. The measure of protection should always at least equal the difference in the cost of production at home and abroad. We insist upon the maintenance of the principles of protection, and therefore rates of duty should be readjusted only when conditions have so changed that the public interest demands their alteration.

But this work cannot safely be committed to any other hands than those of the Republican party. To entrust it to the Democratic party is to invite disaster. Whether, as in 1892, the Democratic party declared the protection law unconstitutional, or whether it demands tariff revision, its real object is always the destruction of the protective system.

However specific the name, the purpose is ever the same. A Democratic tariff has always been followed by business adversity; a Republican tariff by business prosperity. To a Republican congress and a Republican president this great question can safely be entrusted. When the only free-trade country among the great nations agitates a return to protection the chief protective country should not fail to maintain it.

Foreign Markets are Widely Extended.

We have extended widely our foreign markets, and we believe in the adoption of all practicable methods for further extension, including commercial reciprocity wherever reciprocal arrangements can be effected consistent with the principles of protection and without injury to American agriculture, American labor or any American industry.

We believe it to be the duty of the Republican party to uphold the gold standard, and the integrity and value of our national currency. The maintenance of the gold standard, established by the Republican party, cannot safely be committed to the Democratic party, which resisted its adoption and has never given proof since that time of belief in it or fidelity to it.

While every other industry has prospered under the fostering aid of Republican legislation, American shipping engaged in foreign trade competition with the low cost of construction, low wages and heavy subsidies of foreign governments, has not for many years received from the government of the United States adequate encouragement of any kind. We therefore favor legislation which will encourage and build up the American merchant marine, and we cordially approve the legislation of the last congress which created the Merchant Marine commission, to investigate and report upon this subject.

Strong Navy Needed to Uphold Doctrine. A navy powerful enough to defend the United States against any attack, to uphold the Monroe doctrine and to watch over our commerce is essential to the safety and the welfare of the American people. To maintain such a navy is the fixed policy of the Republican party.

NOTICE FOR PUBLICATION.

Timber land act June 3, 1878. United States Land Office, Oregon City, Oregon, July 12, 1904.—Notice is hereby given that in compliance with the provisions of the act of congress of June 3, 1878, entitled "An act for the sale of timber lands in the states of California, Oregon, Nevada and Washington Territory," as extended to all the Public Land states by act of August 4, 1892.

MARJORIE T. NICHOLLE, state of Oregon, has this day filed in this office her sworn statement No. 646, for the purchase of the SE quarter of NW quarter and Lots 2, 4 and 5 of Section No. 6 in Township No. 1 S., Range No. 7 E., W. M., and will offer proof to show that the land sought is more valuable for its timber or stone than for agricultural purposes, and to establish her claim to said land before the Register and Receiver of this office at Oregon City, Oregon, on Friday, the 23d day of September, 1904.

She names as witnesses: Thomas Brown, of Salmon, Oregon; John T. McIntyre, of Salmon, Oregon; John H. Cook, of Portland, Oregon; Geo. W. Cook, of Portland, Oregon.

Any and all persons claiming adversely to the above-described lands are requested to file their claims in this office on or before said 23d day of September, 1904.

ALGERNON S. DRESSER, Register.

WOOD WANTED.

Oregon City, Ore., July 13, 1904. Notice is hereby given that bids will be received at the office of the county clerk for 50 cords of first class fir wood, for use in furnace.

By order of the county court.

E. A. SLEIGHT, Clerk.

UNCLAIMED WARRANTS.

Oregon City, Ore., July 13, 1904. County and Road Warrants unclaimed to be cancelled at September, term of county court, 1904.

22,213,	\$1.20;	22,993,	\$3.40;	22,204,
11,70;	23,096,	\$2.20;	23,364,	\$6.40;
22,242,	\$1.70;	23,934,	\$1.00;	24,284,
22,243,	\$1.70;	22,000,	\$6.00;	22,396,
4873,	\$1.65;	5278,	\$2.50;	5312,
11,12;	—,	\$0.75;	5196,	\$2.00;
22,25;	6909,	\$1.50.		

By order of the county court.

F. A. SLEIGHT, Clerk.

CASTORIA.

Bears the Signature of *Chas. H. Fletcher*

BUY THE NEW HOME SEWING MACHINE

Do not be deceived by those who advertise a \$60.00 Sewing Machine for \$20.00. This kind of a machine can be bought from us or any of our dealers from \$15.00 to \$18.00.

WE MAKE A VARIETY. THE NEW HOME IS THE BEST.

The Feed determines the strength or weakness of Sewing Machines. The Double Feed combined with other strong points makes the New Home the best Sewing Machine to buy.

Write for CIRCULARS showing the different styles of Sewing Machines we manufacture and prices before purchasing.

THE NEW HOME SEWING MACHINE CO. ORANGE, MASS. 28 Union Sq. N. Y., Chicago, Ill., Atlanta, Ga., St. Louis, Mo., Dallas, Tex., San Francisco, Cal.

FOR SALE BY C. S. CRANE, 350 Morrison Street, Portland, Oregon.

WHO KNOWS

When His Kidney Trouble Has Fastened and Reached the Chronic Stage? If It Has It Is Incurable by Anything Known Except the Fulton Compound. We Are The Sole Agents.

As an evidence of the unusual character of the Fulton Compound that company does not publish or invite testimonials except those reporting recovery in kidney diseases that have reached the chronic stage, alleged to be incurable. Here is another recovery in a case incurable till the advent of the Fulton Compound, reported by John & Johnson, the agents of the Fulton Compound in Los Gatos:

W. H. Fridley, a resident of Los Gatos, having chronic kidney disease (Bright's Disease) had, like everybody else, found all treatment futile. He commenced on Fulton's Real Compound in February, 1903, and on December 10 of the same year reported the total disappearance of the disease. He writes that he has gained fifteen pounds in weight and is again able to do a good hard day's work. John & Johnson, the Los Gatos druggists, confirm this recovery and know of several other recoveries in similar cases of chronic kidney diseases in Los Gatos, all of which were incurable by anything else known to druggists. S. A. Palmer, the leading druggist of Santa Cruz, H. H. Maynard, the Peabody druggist, the Perry Drug Company of No. 8 Market street, San Francisco, W. R. Pond, the Berkeley druggist, Dr. Markley, the Cleveland druggist, Willie & Maria, the Sacramento druggists, and scores of other California druggists all report specific recoveries in chronic kidney diseases that were positively incurable by anything known except the Fulton Compound.

Drop, rheumatism from uric acid, gout and bladder troubles are proofs that the kidneys are not performing their functions. The chronic stage of kidney trouble is Bright's Disease. If you feel languid or miserable, if your kidney trouble hangs on and on, for PAMPHLET, Percentage of recoveries nearly 90 per cent among purely chronic cases. Fulton's Real Compound for Bright's & Kidney Diseases, \$1.00 for Diabetes, \$1.50. John J. Fulton Co., 427 Washington street, San Francisco, sole compounders. Free analyses for patients. We are the sole agents for the Fulton Compound in this city.

CHARMAN & CO., DRUGGISTS.

We cordially approve the attitude of President Roosevelt and congress in regard to the exclusion of Chinese labor, and promise a continuance of the Republican policy in that direction.

The civil service law was placed on the statute books by the Republican party, which has always sustained it, and we renew our former declarations that it shall be thoroughly and honestly enforced.

We are always mindful of the country's debt to the soldiers and sailors of the United States, and we believe in making ample provision for them and in the liberal administration of the pension laws.

We favor the peaceful settlement of international difficulties by arbitration.

Protection for All Our Citizens Abroad.

We commend the vigorous efforts made by the Administration to protect American citizens in foreign lands and pledge ourselves to insist upon the just and equal protection of all our citizens abroad. It is the unquestioned duty of the government to procure for all our citizens, without distinction, the right of travel and sojourn in friendly countries, and we declare ourselves in favor of all proper efforts tending to that end.

Our great interests and our growing commerce in the Orient render the condition of China of high importance to the United States. We cordially commend the policy pursued in that direction by the administrations of President McKinley and President Roosevelt.

We favor such congressional action as shall determine whether by special discrimination the elective franchise in any state has been unconstitutionally limited, and if such is the case, we demand that representation in congress and in the electoral college shall be proportionately reduced, as directed by the constitution of the United States.

Combinations of capital and of labor are the results of the economic movement of the age, but neither must be permitted to infringe upon the rights and interests of the people. Such combinations when lawfully formed for lawful purposes are alike entitled to the protection of the laws, but both are subject to the laws and neither can be permitted to break them.

Fortunate in McKinley's Successor.

The great statesman and patriotic American, William McKinley, who was re-elected by the Republican party to the presidency four years ago, was assassinated just at the threshold of his second term. The entire nation mourned his untimely death and did that justice to his great qualities of mind and character

LIVER TROUBLES

"I find Theford's Black-Draught a good medicine for liver disease. It cured my own after he had spent his with doctors. It is the best medicine I take."—MRS. CAROLINE MARTIN, Parkersburg, W. Va.

If your liver does not act regularly go to your druggist and secure a package of Theford's Black-Draught and take a dose tonight. This great family medicine frees the constipated bowels, stirs up the torpid liver and causes a healthy secretion of bile.

Theford's Black-Draught will cleanse the bowels of impurities and strengthen the kidneys. A torpid liver invites colds, biliousness, chills and fever and all manner of sickness and contagion. Weak kidneys result in Bright's disease which claims as many victims as consumption. A 25-cent package of Theford's Black-Draught should always be kept in the house.

"I used Theford's Black-Draught for liver and kidney complaints and found nothing to equal it."—WILLIAM COFFMAN, Marblehead, Ill.

THEFORD'S BLACK-DRAUGHT

Rare Opportunity!

SECURE AN OIL PORTRAIT

When your purchases at our store aggregate \$25, you are entitled to an enlarged oil portrait of yourself. Remember and secure a coupon with each purchase.

Our stock of groceries is fresh and complete and the prices are right. Call and see. Get one of these fine portraits and decorate your home. A similar opportunity may not be offered again.

The ELECTRIC Grocery D. M. KLEMSSEN, Prop.

We make this bold assertion

We carry the best make of Paints, Varnishes and Painters' Material on earth, proven so by practical tests and chemical analysis. New Era Pure Prepared paint has been analyzed by all the leading chemists of the United States, and over their affidavit found to be absolutely pure containing not over one per cent of water, while other inferior grades contain from five to forty-five per cent.

Ask your painter about it—everybody knows the "Acme Line." Guarantee on every can. We submit a partial list of their line. NEAL'S CARRIAGE PAINT for repairing all kinds of vehicles.

NEAL'S CARRIAGE TOP DRESSING for renewing the finish of leather and rubber tops, dash boards, sachels and leather goods of every description.

ACME WAGON PAINT for repainting wagons and agricultural implements.

GRANITE FLOOR PAINT. Quick drying and durable. DAVIE'S VARN-FLOOR STAIN for finishing floors, linoleum, oil cloth and interior wood work in exact imitation of expensive woods. Will not crack, mar or chip off.

DAVIE'S VARNISH STAINS for renewing the finish of wood work, furniture, etc. Needs but one application.

NEAL'S ENAMEL. The kind for earthen and metal surfaces. Gives a genuine enamel finish.

NEAL'S BATH-TUB ENAMEL for bath-tubs, walls, ceilings and wood work of bath rooms or any surface exposed to hot or cold water.

NEAL'S SCREEN ENAMEL for screen doors and frames.

NEAL'S CYCLE ENAMEL. Splendid for bicycles.

NEAL'S HOUSEHOLD PAINTS. Put up in small, "easy to open," cans. 25c a can.

NEAL'S POPULAR VARNISH. The best to be had, and in most any sized can.

Porch and Chair Enamel, Stove Pipe Enamel, Floor Paint, Paint and Varnish Remover, Lubricating oils, Benzines and Gasoline, Lead, Oil and Glass. In fact, everything in the paint line can be had at our store. Now is the time and this is the place to buy.

Howell & Jones

RELIABLE DRUGGISTS,

Oregon City, Oregon

OREGON CITY PLANING MILL

F. S. BAKER PROP.

All kinds of Building Material, Sash, Doors Moulding, Etc.

OREGON CITY, ORE.

Oregon State Normal School

MONMOUTH.

Begins its 23d year September 20, 1904. Four terms in each school year, affording equal opportunities for beginning a course in September, November, February and April.

THE BEST TRAINING FOR TEACHERS.

Is the Normal course, with its assurance of good positions at good wages. Write for new catalogue containing full information concerning courses of study, training in actual teaching afforded under real conditions in town and country schools, and full details about the advanced course of study with the additional advantages attached.

Address, Sec. J. V. S. Butler, or Pres. E. D. Reseller, Monmouth, Ore.



have been perpetrated that have shocked our people his protest has been made and our good offices have been tendered, but always with due regard to international obligations.

Under his guidance we find ourselves at peace with all the world, and never were we more respected or our wishes more regarded by foreign nations.

Public Credit and the Currency Safe.

Pre-eminently successful in regard to our foreign relations, he has been equally fortunate in dealing with domestic questions. The country has known that the credit and the national currency was absolutely safe in the hands of his administration. In the enforcement of the laws he has shown not only courage, but the wisdom which understands that to permit laws to be violated or disregarded opens the door to anarchy, while the just enforcement of the law is the soundest conservatism. He has held firmly to the fundamental American doctrine that all men must obey the law, that there may be no distinction between rich and poor, between strong and weak, but that justice and equal protection under the law must be secured to every citizen without regard to race, creed or condition.

His administration has been thorough, vigorous and honorable, high minded and patriotic. We commend it without reservation to the judgment of the American people.

Chamberlain's Colic, Cholera and Diarrhoea Remedy.

This remedy is certain to be needed in almost every home before the summer is over. It can always be depended upon, even in the most severe and dangerous cases. It is especially valuable for summer disorders in children. It is pleasant to take and never fails to give prompt relief. Why not buy it now? It may save life. For sale by G. A. Harding.

Nasal CATARRH

In all its stages.

Ely's Cream Balm

cleanses, soothes and heals the diseased membrane. It cures catarrh and drives away a cold in the head quickly.

Cream Balm is placed into the nostrils, spreads over the membrane and is absorbed. Relief is immediate and a cure follows. It is not drying—does not produce sneezing. Large Size, 50 cents at Drug-gists or by mail; Trial Size, 10 cents.

ELY BROTHERS, 56 Warren Street, New York.



What The Earth Produces.

The earth has nourished us through unknown ages of human existence. Is it not true that the earth supplies us with everything that we really require for existence? Have you ever thought that it is probable that the earth supplies us with the means to keep our bodies vigorous, our health, if we only knew it? The animals know by instinct what is good for them and will search until they find in some plant what they need for correcting indigestion or constipation, etc. Is it, therefore, not possible that there are roots and herbs supplied by nature which will cure the diseases that afflict human kind? That is why Dr. Pierce of Buffalo, N. Y., has such faith in his "Medical Discovery." Years ago, when he was in general and active practice, he found that a combination of certain herbs and roots made into an alternative extract, without the use of alcohol, would always put the stomach into a healthy condition, nourish the tissues, feed the blood and nerves and put healthy tone into the whole system.

Dr. Pierce's Golden Medical Discovery restores the lost flesh by curing diseases of the stomach and other organs of digestion and nutrition and enabling the perfect digestion and assimilation of food from which flesh and strength are made.

"I was all run down, very nervous, and suffered terribly from stomach trouble, which the doctors pronounced indigestion," writes Mrs. Wm. Mear, of Marshall, Mich. "I doctored for a year without permanent relief. I was advised by a friend to try Dr. Pierce's Golden Medical Discovery, and after the use of nine bottles I was cured. I can heartily recommend the 'Golden Medical Discovery' to any one suffering from stomach trouble. My husband was also greatly benefited by its use."

To gain knowledge of your own kind—in all the use and health—send for the People's Common Sense Medical Adviser. A book of 1000 pages. Send 10 cents in stamps for paper-covered, or 35 stamps for cloth-bound copy. Address Dr. R. V. Pierce, 635 Main Street, Buffalo, N. Y.

CASTORIA.

Bears the Signature of *Chas. H. Fletcher*

Ordinance No. 306

ORDINANCE NO. — 306

An ordinance naming Railroad avenue and McLoughlin promenade.

Oregon City does ordain as follows:

Section 1. That the street lying between the easterly line of Blocks 23, 24, 25, 26, 27, 28 and 29, and the foot of the Bluff from Second street to Ninth street, shall be and the same is hereby named Railroad Avenue.

Sec. 2. That the public promenade lying between the westerly line of Blocks 70, 71, 72, 73, 74, 75, 76 and 77, and the top of the Bluff from the southern boundary of Oregon City to Seventh street, shall be and the same is hereby named McLoughlin promenade.

Read first time and ordered published at a regular meeting of the Council of Oregon City held July 6th, 1904.

By order of the Council of Oregon City.

BRUCE C. CURRY,
Recorder.

CERTIFICATE OF PUBLICATION.

State of Oregon, County of Clackamas, ss.

I, *W. C. Chapman*,
being first duly sworn, say that I am *Mayor*

of
THE OREGON CITY ENTERPRISE, a newspaper published weekly at Oregon City, in Clackamas County, Oregon, and having a general circulation in said county: that the attached notice was correctly published in the regular and entire issue of every number of said newspaper for *one* consecutive and successive weekly insertions, commencing with the issue dated *July 15* 1904, and ending with the issue dated *1904*, during all of which times of publication said newspaper was regularly circulated in said county; and further that said notice was not published in any supplement of said newspaper, but in the newspaper itself.

Subscribed and sworn to before me this *29* day
of *July* A. D., 1904.
W. C. Potter
Notary Public in and for Oregon.

ORDINANCE No. 306

Read first time and ordered published, at a meeting of the Council,
held *July 16* 1904.

Published in *Oregon City Enterprise July 15th* 1904.
Read second time and passed at a meeting of the Council held
August 3rd 1904.

Councilmen voting as follows.
Ayes, *Chapman, Jordan, Korman, Kelly, Knapp, Mason & Terry (7)*
Noes, *None (0)*
Absent, *Shelton & Straight (2)*

Approved by the Mayor, *August 3rd* 1904,

James H. Terry Recorder.

and effect from and after its passage and approval by the Mayor.

Read first time and ordered published at a meeting held on the 11th day of June, 1926, and ordered up for second reading and final passage at an adjourned meeting to be held on the 23rd day of June, 1926, at 2:00 o'clock p.m.

HUGO WESTPHAL, City Recorder.

Ordinance No. 1120 was read first time and ordered published.

*

ORDINANCE NO. 1120

An ordinance vacating that part of Promenade situated in Oregon City, Oregon, described as follows: Commencing at a stone monument set on the westerly line of Lot 3 in Block 75, Oregon City at the point where said westerly line is intersected by the Oregon City Claim Line; thence westerly along said claim line 73.7 ft. to a point of beginning; thence continuing along said claim line 187.16 ft. to the easterly right of way line of the Pacific Highway; thence northerly along the right of way of the Pacific Highway 276 ft. to a point; thence easterly and at right angles to High Street 152.26 feet to a point; thence southerly and parallel to High Street 167 feet more or less to the Oregon City Claim line at the point of beginning, containing 33, 712 sq. ft. 0.77 acres, more or less; and declaring an emergency.

OREGON CITY DOES ORDAIN AS FOLLOWS:

That that portion of Promenade situated in Oregon City, Oregon, described as follows, to-wit:

Commencing at a stone monument set on the westerly line of Lot 3 in Block 75, Oregon City at a point where said westerly line is intersected by the Oregon City Claim line; thence westerly along said Claim line 73.7 ft. to a point of beginning; thence continuing along said Claim line 187.16 ft. to the easterly right of way line of the Pacific Highway; thence northerly along the right of way of the Pacific Highway 276 ft. to a point; thence easterly and at right angles to High Street 152.26 feet to a point; thence southerly and parallel to High Street 167 feet more or less to the Oregon City Claim line at the point of beginning, containing 33,712 sq. ft. 0.77 acres; more or less,

be and the same is hereby vacated..

Sec. 2. It is hereby declared that existing conditions are such that this ordinance is necessary for the immediate preservation of the peace, health and safety, ~~of the public~~ an emergency is therefore declared to exist and this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Read first time and ordered published at a special meeting of the City commission held on the 7th day of June, 1926, and ordered up for second reading and final passage at an adjourned meeting to be held on June 23, 1926 at 2:00 o'clock p.m.

HUGO WESTPHAL, City Recorder.

Ordinance No. 1121 was read first time and ordered published.

ORDINANCE NO. 1121

An ordinance for the improvement of Van Buren Street, from the present pavement on Twelfth Street to the north side of Thirteenth Street.

OREGON CITY DOES ORDAIN AS FOLLOWS:

of Center Street to the east side of High Street. On the road bed shall be placed 6 inches of Concrete, with six ft. concrete walks and standard concrete curbs 6 x 8 x 18 inches, on each side of said street.

The street shall be properly provided with drains and gutters necessary to provide proper drainage for the street.

All of said improvement shall be made according to the plans and specifications which are hereby referred to and made appart of this resolution, and which were filed on the 23rd day of June, 1926 in the office of the City Recorder, and which plans and specifications and estimates are hereby approved.

The improvement shall be classed as concrete and shall be maintained by the City for the full period of ten years from the date of the acceptance ^{thereof} by the City Commission.

The City Recorder is hereby instructed to cause this resolution to be published according to the City Charter and to give notice of publication for not less than five days in a newspaper published and of general circulation in Oregon City inviting bids for each kind of improvement provided for in this resolution.

Passed at a special meeting of the City Commission held on the 23rd day of June, 1926.

HUGO WESTPHAL, City Recorder.

Ordinance No. 1119, an ordinance vacating that portion of Grandeur Avenue in Falls Vista according to the recorded plat on file and of record in the County Recorder's office in Clackamas County, Oregon, lying within the corporate limits of Oregon City, Oregon, and between Lot 1 of Block 2, and lot 6 of Block 1 of said Falls Vista, and declaring an emergency, was read second time and ordered placed on its final passage.

Ayes, Andresen, Caufield and Farr. Noes, none.

Ordinance No. 1121, an ordinance for the improvement of Van Buren Stree, from the present pavement on Twelfth Street to the north side of Thirteenth Street, was read second time and ordered placed on its final passage.

Ayes, Andresen, Caufield and Farr. Noes, none.

Ordinance No. 1122, an ordinance adopting the survey, report and plat for the widening of Railroad avenue, from the north side of Fifth Street to the south side of Seventh Street, and from the north side of Eighth Street to the south side of Ninth Street, filed by the City Engineer, was read second time and placed on its final passage.

Ayes, Andresen Caufield and Farr. Noes, none.

Ordinance No. 1123, an ordinance adopting the survey, report and plat for the widening of Water Street, from the north line of Sixth Street to the south side of Eighth Street, filed by the City Engineer, was read second time and placed on its final passage.

Ayes, Andresen, Caufield and Farr. Noes, none.

Ordinance No. 1124:

OREGON CITY DOES ORDAIN AS FOLLOWS:

Sec. 1. The Mayor and City Recorder are hereby authorized and directed to execute a Quitclaim Deed to the Sunset Land Co. to the following described real estate, to-wit: *

Commencing at a stone monument set on the westerly line of lot 3, in block 75, Oregon City, at the point where said westerly line is intersected by the Oregon City Claim line; thence westerly along said claim line 73.7 ft. to a point of beginning; thence continuing along said claim line 187.16 ft. to the easterly right of way line of the Pacific Highway; thence northerly along the right of way of the Pacific Highway 276 ft. to a point; thence easterly and at right angles to High Street 152.26 ft. to a point; thence southerly and parallel to High Street 167 feet more or less to the Oregon City Claim Line at the point of beginning, containing 33,712 sq. ft. 0.77 acres; more or less.

The above described property being a portion of the Promenade heretofore vacated.

Sec. 2. Whereas, it is necessary for the peace, health and safety of the citizens of Oregon City to execute said Quitclaim Deed for the purpose of making an exchange with the Sunset Land Company, of property for the extension of South Second Street, an emergency is hereby declared, and this ordinance shall go into effect immediately upon its passage and approval by the Mayor.

Read first time and ordered published at a special meeting of the City Commission held on the 23rd day of June, 1926, and to come up for second reading and final passage at a regular meeting to be held on the 7th day of July, 1926.

HUGO WESTPHAL, City Recorder.

An application to conduct a pool hall was presented by I. N. Cook. The application was referred to the Chief of Police for investigation.

Estimate No. 2, for the improvement of Seventh Street in favor of L. O. Herrold in the amount of \$6,750.14 was approved and the warrant ordered drawn.

Ayes, Andresen, Caufield and Farr. Noes, none.

The final Estimate for the construction of a sewer in Sewer District No. 19 was presented and on motion adopted and the warrant ordered drawn in the amount of \$1,062.79.

Ayes, Andresen, Caufield and Farr. Noes, none.

The following Committee was appointed by the Commission for the apportioning of the cost of the sewer in Sewer District No. 19:

A. C. Howland,
D. C. Ely,
W. H. Kruger.

The following Committee of viewers was appointed to view the proposed widening of Railroad Avenue and water Street, and to make an assmt. of damage and benefits required to obtain the property for the above mentioned widening: A. C. Howland, D. C. Ely and W. H. Krueger.

The following resolution establishing a Real Estate Fund was read and adopted.

RESOLUTION

A resolution to establish a fund known as a Real Estate Fund.

WHEREAS, It is necessary to credit the improvement fund with all of the monies belonging to such fund through the investment and delinquent liens and that a special fund be created for this purpose known as the Real Estate Fund.

Therefore Be It Resolved by the City Commission of Oregon City that a fund known as a real estate fund is hereby created for the purpose of investing in delinquent liens and that the money derived from the sale of real estate purchased by such Fund be returned to the Improvement Fund, and the Mayor And City Recorder are hereby instructed to issue a warrant on the improvement fund for the sum of \$5500. to be placed to the credit of the Real Estate Fund for the purpose of investing in delinquent liens, and that from time to time by order of the Commission, sums necessary for such investments shall be added to such Real Estate Fund.

Passed at a special meeting of the City Commission held on the 23rd day of June, 1926..

HUGO WESTPHAL, City Recorder.

There being no further business, the meeting adjourned.

Hugo Westphal
City Recorder.

Oregon City, Oregon, July 7, 1926

Regular Session

The City Commission of Oregon City, Oregon met in regular monthly session on the above date in the office of the City Manager in the Municipal Building at the hour of one o'clock p.m., with Mayor Andresen in the Chair.

Roll Call showed the following present: Commissioners Andresen, Caufield and Farr, City Manager Franzen, City Attorney Schuebel and City Engineer Stafford.

The minutes of the previous meeting were read and approved.

Ordinance No. 1124, an ordinance authorizing the Mayor and City Recorder to execute a quitclaim deed to the Sunset Land Co, was read second time and placed on its final passage. *

Ayes, Andresen, Caufield and Farr. Noes, none.

The report of the Chairman of Finances was read and on motion approved and warrants ordered drawn for the amounts shown therein.

Ayes, Andresen, Caufield and Farr. Noes, none.

The report of the Treasurer was read and on motion adopted and ordered filed.

The report of the City Manager was read and on motion adopted and ordered filed.

A petition was presented from the Buena Vista Civic Club requesting that lights be placed on the Madison Street Bridge, incomplected. Due to the lack of appropriation of funds for this purpose, the request could not be granted at this time.

The report of the Chief of Police on the application of I. N. Cook for permission to operate a Pool Hall at 415 Main Street was read and the report being favorable, the application was granted.

Ordinance No. 1128 was read first time and ordered published.

ORDINANCE NO. 1128

An ordinance relating to weeds, brush and debris constituting a nuisance on private property, and declaring an emergency.

OREGON CITY DOES ORDAIN AS FOLLOWS:

Sec. 1. WEEDS, BRUSH AND DEBRIS TO BE REMOVED, NUISANCE AND LIEN:

The owner, person in possession, or the agent of the owner of any lot tract of land or parcel of land, improved or unimproved shall during the months of May, June, July, August and September of each year, cut and remove and keep cut and removed therefrom, all weeds, thistles, shrubs, ferns and other noxious vegetation and all grass more than six inches high, and all dead brush, dead trees, shrubs and other things likely to cause fire, and during all months of the year remove and keep removed therefrom all stagnant water, filth, rubbish, waste material, old cans and any other substance which may endanger or injure neighboring property, passers by, or the health and safety and welfare of the public; and during all months of the year keep the sidewalk on streets abutting such property free from earth, rock and other debris, and from projecting or overhanging brush, bushes and limbs that may obstruct or render unsafe the passage of persons or vehicles. But nothing herein contained shall be considered to apply to brush, trees, shrubbery or other vegetation grown for food, fuel or ornament, providing that the health and safety of the public be not endangered by the growth of such vegetation. Brush, bushes and limbs of all kinds shall be trimmed and cut back so that they shall not project over the sidewalk or roadway area to any extent, whether the same be grown for food, fuel or ornament, or for the production of food, fuel or ornament, excepting that limbs may be allowed to project at an elevation of not less than eight feet above

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the SUNSET LAND COMPANY a corporation, organized under and by virtue of the laws of the State of Oregon are the owners in fee of the tract of land described in the surveyor's certificate attached hereto, that, we do hereby make establish, and declare the within map to be the true and official map and plat of 'BLOCK 3 FALLS VISTA' in the Section Thirty-one T:2S, R:2E, W:1M. All Lots and Blocks being of the dimensions shown upon said map, and all roads being of the width hereon set forth. And we, the said SUNSET LAND COMPANY, do hereby dedicate to the use of the public as public ways forever all roads shown hereon as such.

By authority of the Board of Directors.
Executed in the presence of: Carl C. Caldwell SUNSET LAND COMPANY
By J.J. Cooke President.
Attest F.J. Meyer Secretary.

State of Oregon } ss
County of Clackamas }

BE IT KNOWN, that on this 27th day of August A.D. 1926, before me the undersigned Notary public, in and for said County and state, personally appeared J.J. Cooke and F.J. Meyer both to me well known, who being first duly sworn, did say that he the said J.J. Cooke is the president, and he the said F.J. Meyer is the secretary, of the Sunset Land Company the within named corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors and the said J.J. Cooke and F.J. Meyer acknowledged said instrument to be the free act and deed of said Corporation.

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

Carl C. Caldwell
Notary Public of Oregon
My Commission Expires 7/27/27

CERTIFICATE

State of Oregon } ss. I, D.T. Meldrum, being first duly sworn, depose and say that I have correctly surveyed and marked with lawful monuments the land represented on the annexed plat of Block 3 FALLS VISTA and that the same is correctly described as follows, to wit: Beginning at an iron pipe 2" in diameter and 36 inches long driven 6" below the surface of the ground at a point in the North Line of the D.L.C. of Archibald McKinley and wife in T:2S, R:2E, W:1M. which point is N:89°48'E 560.85 feet distant from the NW. Cor. of said claim, running thence S:89°48'W 1871.6 feet to a cross on bed rock, on the easterly side line of the Pacific Highway thence; N:34°21'E 276.6 feet tracing the said easterly side line of the Pacific Highway to a cross on bed rock; thence S:54°41'E 156.53 feet to an Iron Rod, thence S:35°19'W 1617.3 feet to the place of beginning, and that I have subdivided said tract into lots, and blocks as shown there on.

Subscribed and sworn to before me this 27th day of July 1926

By D.T. Meldrum Surveyor
Charles W. Davidson County Clerk
By W. H. Brown Deputy

Approved August 4, 1926
City Engineer Oregon City, Oregon

Approved August 4, 1926
County Surveyor

Approved August 4, 1926
County Assessor

All taxes from 1915 to 1926 both inclusive are paid.

By E. T. Moss Sheriff
By Spencer Walker Deputy.

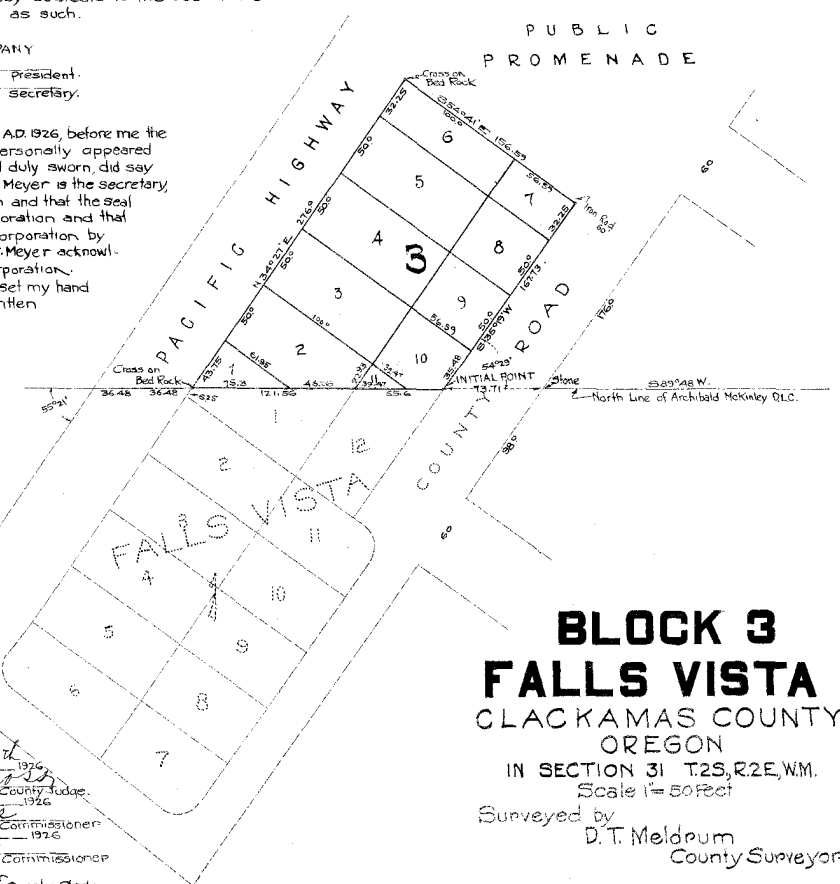
Approved August 4, 1926
County Judge.

Approved August 4, 1926
Commissioner

Approved August 4, 1926
Commissioner

Attest Fred A. Miller County Clerk

By W. H. Brown Deputy



**BLOCK 3
FALLS VISTA
CLACKAMAS COUNTY
OREGON**
IN SECTION 31 T:2S, R:2E, W:1M.
Scale 1" = 50 Feet
Surveyed by
D.T. Meldrum
County Surveyor.

FIDELITY NATIONAL TITLE CO. 15-1504323

RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE COMPANY OF OREGON

GRANTOR'S NAME
Robert M. Birr and Connie F. Birr

GRANTEE'S NAME
James J. Nicita

SEND TAX STATEMENTS TO:
Mr. James J. Nicita
302 Bluff Street
Oregon City, OR 97045

AFTER RECORDING RETURN TO:
Mr. James J. Nicita
302 Bluff Street
Oregon City, OR 97045

Clackamas County Official Records
Sherry Hall, County Clerk

2007-001152



\$31.00

01058315200700011520020025

01/05/2007 02:38:11 PM

D-D Cnt=1 Stn=6 BEVERLY
\$10.00 \$11.00 \$10.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Robert M. Birr and Connie F. Birr, Husband and Wife, Grantor, conveys and warrants to

James J. Nicita, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Clackamas, State of Oregon,

SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

Subject to and excepting:

none of record

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$210,000.00 (See ORS 93.030)

DATED: January 4, 2007

Robert M. Birr

Connie F. Birr

STATE OF OREGON
COUNTY OF Clackamas

This instrument was acknowledged before me on

January 4, 2007.
by Robert M. Birr and Connie F. Birr

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: June 22, 2008.



EXHIBIT ONE

Part of Lot 4, Block 31, OREGON CITY, in the City of Oregon City, Clackamas County, Oregon, described as follows:

Beginning at an iron pipe at the Southwesterly corner of Block 31, OREGON CITY, in the City of Oregon City, Clackamas County, Oregon; thence Northeasterly 37.55 feet, along the Easterly line of Promenade Avenue, to an iron pipe; thence, at right angles, Southeasterly 68.5 feet, more or less, along a line parallel with 3rd Street of said Oregon City, to an iron pipe on the Northwesterly line of that certain tract conveyed to John W. Givens by Deed recorded in Book 183, Page 501, Deed Records; thence, at right angles, Southwesterly along said Northwesterly line of said Givens Tract, 37.5 feet to an iron pipe set in the Southerly line of Block 31 and the Northerly line of 3rd Street of said OREGON CITY; thence, following the Northerly side of said 3rd Street, Northwesterly 68.5 feet to the point of beginning.

STATE OF OREGON
COUNTY OF CLACKAMAS

} ss.

I, SHERRY HALL, County Clerk of the State of Oregon for the County of Clackamas, do hereby certify that the foregoing copy of

DEED RECORD
2007-001152 2 PAGES

has been by me compared with the original, and that it is a correct transcript therefrom, and the whole of such original, as the name appears on file and of record in my office and in my care and custody.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 21ST day of

MAY, 20 18.

SHERRY HALL, Clerk

By: *Christine Brown*

Deputy



An ordinance vacating a portion of McLoughlin Promenade, a public street in Oregon City, Oregon, located in the Oregon City claim in Section 31, Township 2 South, Range 2 East of the Willamette Meridian in Oregon City, Oregon

OREGON CITY DOES ORDAIN AS FOLLOWS:

Section 1. That the City Commission of Oregon City has instituted proceedings to vacate a portion of McLoughlin Promenade, a public street in Oregon City, more fully hereinafter described, and that notice by publication and posting of the proposed vacation thereof has been given as by law required, and that the public interest will not be prejudiced by the vacation thereof.

Section 2. That all of the following described portion of McLoughlin Promenade, a public street in Oregon City, Oregon, which portion of said street to be vacated is described as follows, to-wit;

A tract of land located in the Oregon City Claim in Section 31, Township 2 South, Range 2 East of the Willamette Meridian, and more particularly described as follows to-wit: Beginning at a cross on bed rock in the northwesterly extension of the northeasterly boundary of Block 74 of the Plat of Oregon City as the same is recorded in Record of Plats for Clackamas County, Oregon: said beginning point being N. 54° 44' west 50 feet distant from the most northerly corner of said Block 74; running thence south 35° 16' west 20 feet for the true point of beginning; thence north 54° 44' west 88 feet to a point which point is south 35° 16' west 20 feet from a half inch iron pipe; thence south 35° 16' west 188 feet, to a half inch iron pipe; thence at right angles south 54° 44' east 88 feet to a half inch iron pipe; thence at right angles north 35° 16' east 188 feet to the true point of beginning of the tract herein described,

be and the same hereby is vacated.

Read first time and ordered published at a regular meeting of the City Commission of Oregon City, Oregon, held on the 5th day of December, 1945, and to come up for second reading and final passage at a special meeting of the said City Commission to be held on the 19th day of December, 1945, at the hour of one o'clock p.m.

MARY E. BRADY
City Recorder.

Approved, Dec. 19, 1945
W. G. H. Krueger, Mayor

I, Mary E. Brady, City Recorder of Oregon City, Oregon, hereby certify that the above is a true and correct copy of Ordinance No. 1329 as passed by the City Commission on the 19th day of December, 1945.

Mary E. Brady
City Recorder.

SEAL DOCUMENT 944 RECORDED JAN 22 1946 2:26 P M-GUY H. PACE, COUNTY CLERK

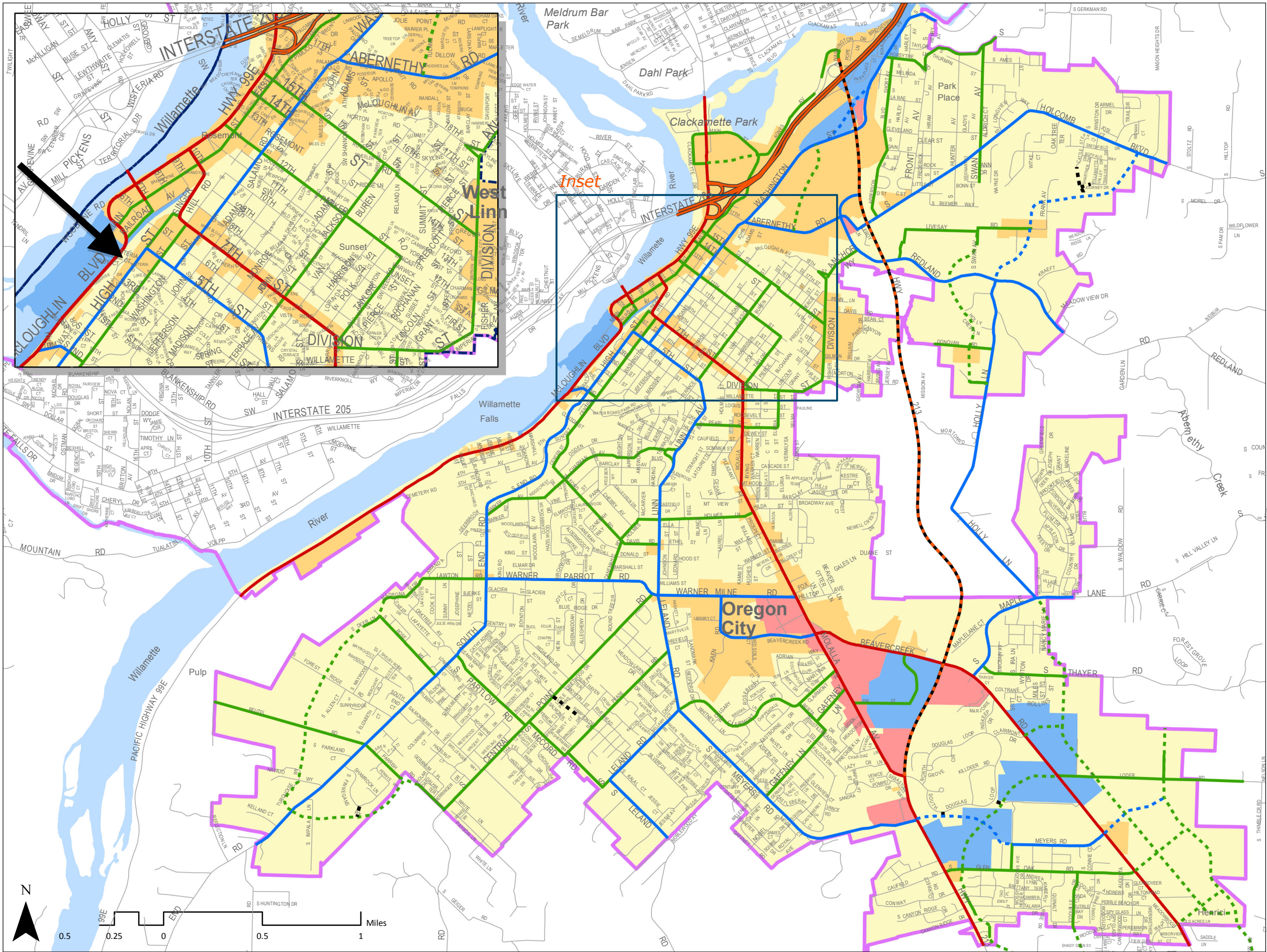


FIGURE 1

Multi-Modal Street System

Legend

Functional Classification

- Freeway
- Expressway
- Major Arterial
- Minor Arterial
- Collector
- Local Street

Planned Roadways (Conceptual Alignment)

- Planned Minor Arterial
- Planned Collector
- Planned Local Street

Street Type

- Commercial
- Industrial
- Residential
- Mixed-Use

- City Limit
- Urban Growth Boundary



CITY OF OREGON CITY
INCORPORATED 1844

FOR AGENDA ²²
DATED

June 6, 1990

COMMISSION REPORT

Page 1 of 1

TO THE HONORABLE MAYOR AND COMMISSIONERS

**Subject: Promenade Access
Commission Policy 9-1**

Report No. 90-132

On the June 6, 1990 City Commission agenda is a Commission Policy that follows up on direction provided at a May 23, 1990 work session on the use of the Promenade for access to certain properties.

The Policy restates the City's position on the permissive use of the Promenade for vehicular access and establishes that any such use can be revoked by the City at any time.

The Policy addresses the particular issue at hand and a consistent policy for any future such issue.

If the Commission concurs, it should adopt a motion approving the Commission Policy 9-1.

CHARLES LEESON
Interim City Manager

JGB:im

**cc: Development Services Director
William J. Howe, III, Attorney
Edward Thommen**

COMMISSION POLICY

Chapter 9
McLoughlin Promenade

EFFECTIVE DATE: June 6, 1990

Policy 9-1

PROMENADE ACCESS

The purpose of this directive is to set forth procedures with regard to policy on available access to the Promenade.

Statement of Policy

The Promenade was dedicated by John McLoughlin in 1850 as a public park. Some properties that fronted the Promenade had no access available and were allowed to use the Promenade for their access.

The City has determined to continue its policy of permissive use of the Promenade to provide vehicular access to abutting properties. Such use, however, may be revoked by the City at any time and shall continue subject to such regulations as may be adopted by the City Commission.

DAVID D. SPEAR
Mayor

1275

The Agreement re-states the City's obligation to construct the final four phases of separation work and identified the City's ability, through a follow-up agreement, to borrow the funds necessary for the project from the District. The borrowing agreement was currently being negotiated and should be ready for Commission consideration at the June 20 meeting.

The report concluded that the only change recommended in the current Agreement was the deletion of the sentence on Page 4 that indicated the interest earnings on the amount owing to the City would cease to accrue on March 31, 1990. The City's position is that the interest should accrue until the equalization amount owed was paid.

It was recommended that the Commission approve the Agreement and authorize the Mayor and City Recorder to execute and initial the deletion of the sentence on Page 4. Following City execution, the Agreement would be presented to the County Board of Commissioners, acting as Tri-City Service District, for approval.

It was moved by VanOrman, second by Fowler, to approve the Agreement and authorize the Mayor and City Recorder to execute and initial the deletion of the sentence on Page 4.

Roll call: VanOrman, Aye; Powell, Aye; Fowler, Aye; Light, Aye; Spear, Aye.

Commission Report No. 90-137, Subdivision Compliance Agreement - Riverview Subdivision S89-01, was presented. The report noted that on the June 6, 1990 agenda was a Subdivision Compliance Agreement with Carl Coffman for the Riverview Subdivision for Commission acceptance. Attached was a copy of the Agreement for Commission review.

The report concluded that the Compliance Agreement allowed the City to sign off on the final plat, thereby allowing lots to be sold and it gave the City the assurance that all required public improvements would be made. It was recommended that the Commission approve the Agreement and authorize the Mayor and City Recorder to execute.

It was moved by Fowler, second by VanOrman, to approve the Agreement and authorize the Mayor and City Recorder to execute.

Roll call: Powell, Aye; Fowler, Aye; Light, Aye; VanOrman, Aye; Spear, Aye.

Commission Report No. 90-132, Promenade Access - Commission Policy 9-1, was presented. The report noted that on the June 6, 1990 agenda was a Commission Policy that followed up on direction provided at a May 23, 1990 work session regarding the use of the Promenade for access to certain properties.

The report continued that the Policy re-states the City's position on the permissive use of the Promenade for vehicular access and established that any such use could be revoked by the City at any time. The Policy also addressed the particular issue at hand and a consistent policy for any future such issue. It the Commission concurred, it should adopt a motion approving Commission Policy 9-1.

It was moved by Light, second by Fowler, to approve Commission Policy 9-1.

Roll call: Fowler, Aye; Light, Aye; VanOrman, Aye; Powell, Aye; Spear, Aye.

At this time, Mayor Spear appointed Susan L. Hamilton, 18897 Oaktree Avenue, Oregon City, to the Oregon City-Metro Enhancement Committee with term expiring June 30, 1991.

The City Attorney presented a letter in response to a dispute over a City nuisance lien on the Hilma Pudwill property located at 14090 Holcomb Boulevard. He advised the City took the proper steps to abate the nuisance as provided by the City Code. However, he recommended a settlement of the City's out-of-pocket expenses of \$1,153.71 which amount excluded the City's administrative charge of 25 percent.

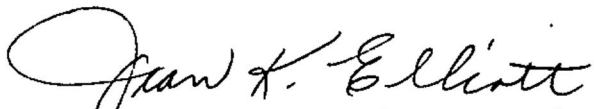
It was moved by Light, second by Fowler, to authorize the removal of the lien on the Pudwill property upon payment to the City of \$1,153.71.

Roll call: Light, Aye; VanOrman, Aye; Powell, Aye; Fowler, Aye; Spear, Aye.

On the call for Commission items for future agendas, Fowler requested that the Parks Department begin a Parks Master Plan; weed clean up on the City's parking lot; and, the posting of a sign similar to ones the City of West Linn uses regarding land use.

VanOrman requested the City research forming a Parks District with Gladstone and West Linn and the a compensation package for the Interim City Manager be on a future agenda.

There being no further business, the meeting adjourned at 11:18 p.m.


JEAN K. ELLIOTT, City Recorder

Library Park

Library Park is a 1.3 acre pocket park located on the grounds of the Oregon City Public Library. Current amenities include benches, walking paths, a small playground, and a spray park. Future improvements at the site include accessibility upgrades to walking paths and the replacement of existing amenities as they age.

McLoughlin Promenade

McLoughlin Promenade is a 7.8 acre linear trail on the bluff above downtown, which provides spectacular views of the Willamette River, Willamette Falls, and downtown Oregon City. It also provides a connection to the Oregon City Municipal Elevator. Current amenities include benches, dog pots, and walking paths that connect into the McLoughlin Neighborhood. This park is also the site of the Cayuse 5 Memorial, providing historical interpretation and a significant ceremony site for Tribal nations. Future improvements to the site include a second phase of the Cayuse 5 Memorial and accessibility upgrades to walking paths, as well as replacement of amenities as they age.

Oak Tree Park

Oak Tree Park is a 0.39 acre natural area located off South End Road. It is mostly open lawn space with a few mature and young trees. No major development is planned at Oak Tree Park for the future.

Old Canemah Park

Old Canemah Park is a 7.56 acre natural area located in the historic Canemah neighborhood. With walking trails, changing grades, picnic areas, and beautiful views of the Willamette River, Old Canemah Park provides a relaxing escape. Current amenities include picnic areas, walking paths, trails, and a small parking lot. There is also a covered viewpoint that overlooks the Willamette River. Future improvements to Old Canemah Park include a redesigned, accessible pathway to the viewpoint area; environmental and historical interpretation throughout the park; accessibility improvements to the parking area; and native habitat restoration. This site is also intended to become a piece of the McLoughlin-Canemah project that connects downtown Oregon City to the Canemah neighborhood.

Kraxberger A G (Minnie) serv sta sup hwy Gladstone—Kenneth
Kraxberger Ruth Alice prin Bolton Grd Sch r 201 E Dartmouth Gladstone ph 4431
Kraxberger Walter L prin Gladstone Pub Sch ph 4091 r 201 E Dartmouth Gladstone ph 4431
Krisnik Andi (Rose) btrmn HP&PCo h 1402 15th—Mildred
Kroll Francis B mach tndr HP&PCo r 816 Van Buren
Kroll Gertrude r 816 Van Buren
Kroutwick Mrs Ethel r 409 Center—Paula
Krueger Amelia bkpr Krueger Lbr Co h 502 Abernethy rd
Krueger Mrs Anna emp OCWM r 914 6th
Krueger Helen r 502 Abernethy rd

KRUEGER LUMBER CO (W G H Krueger) 1625 Washington ph 7171

Krueger W G H (Lydia) (Krueger Lbr Co) h 502 Abernethy rd ph 2-6551
Krueger Walter A (Alma) trkdrv Krueger Lbr Co h 1520 12th—Margery
Kruger Mrs Alice h Center st Park Place
Kruger August (Esther) emp HP&PCo h Rt 1 Bx 165 Leonard st—Thelma Phillips niece
Kruger D C (Mildred) (Farr's mkt) h Milw Rt 10 Bx 447 Glen Echo ph 2-4976—Jo Anne, Billy
Kruger Horace emp HP&PCo r Rt 1 Bx 165 Leonard st
Kruger Mrs Ida M h 1311 Lincoln

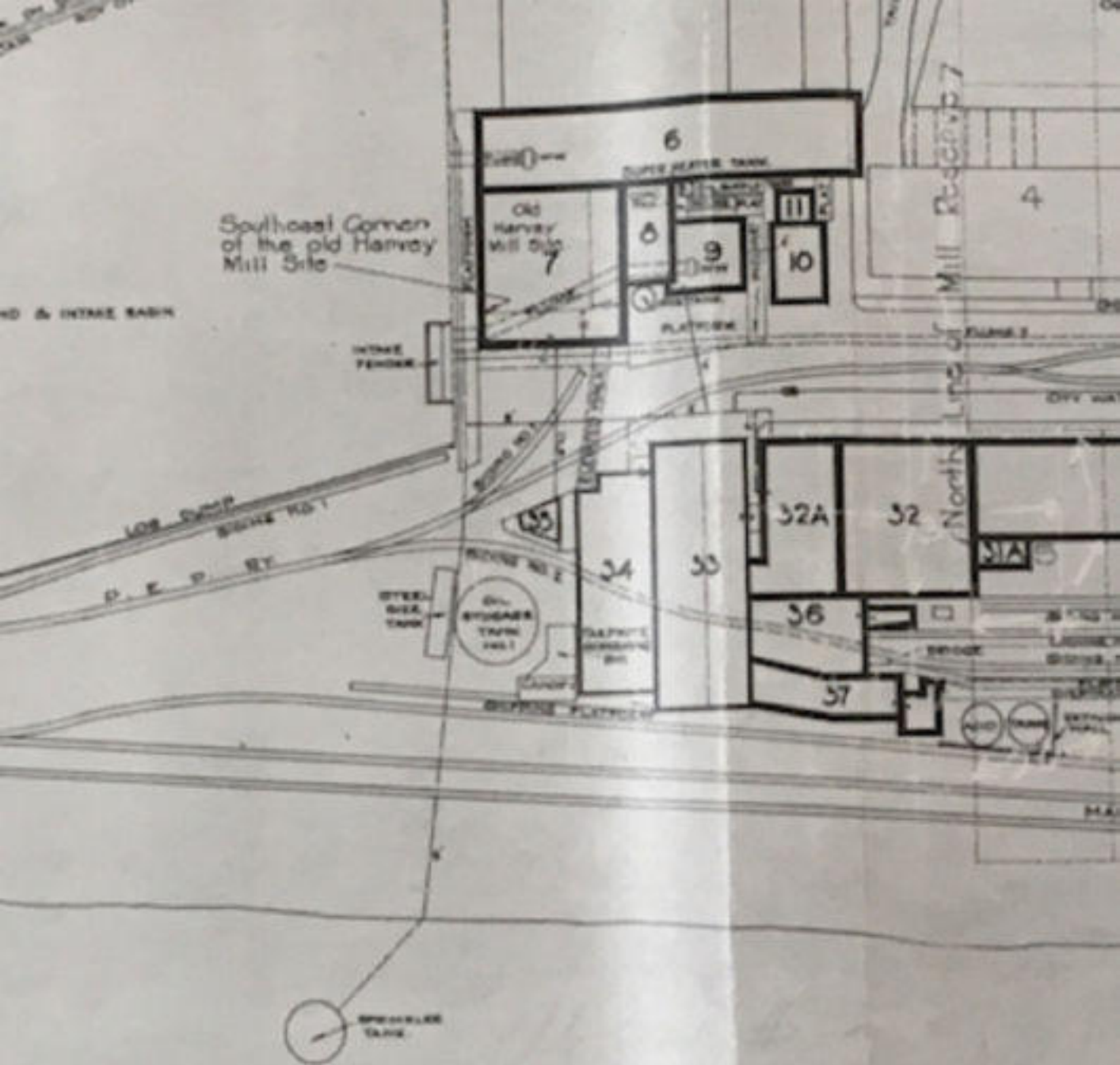
*Krummel Earl emp CWPCo h 320 McLoughlin Prom

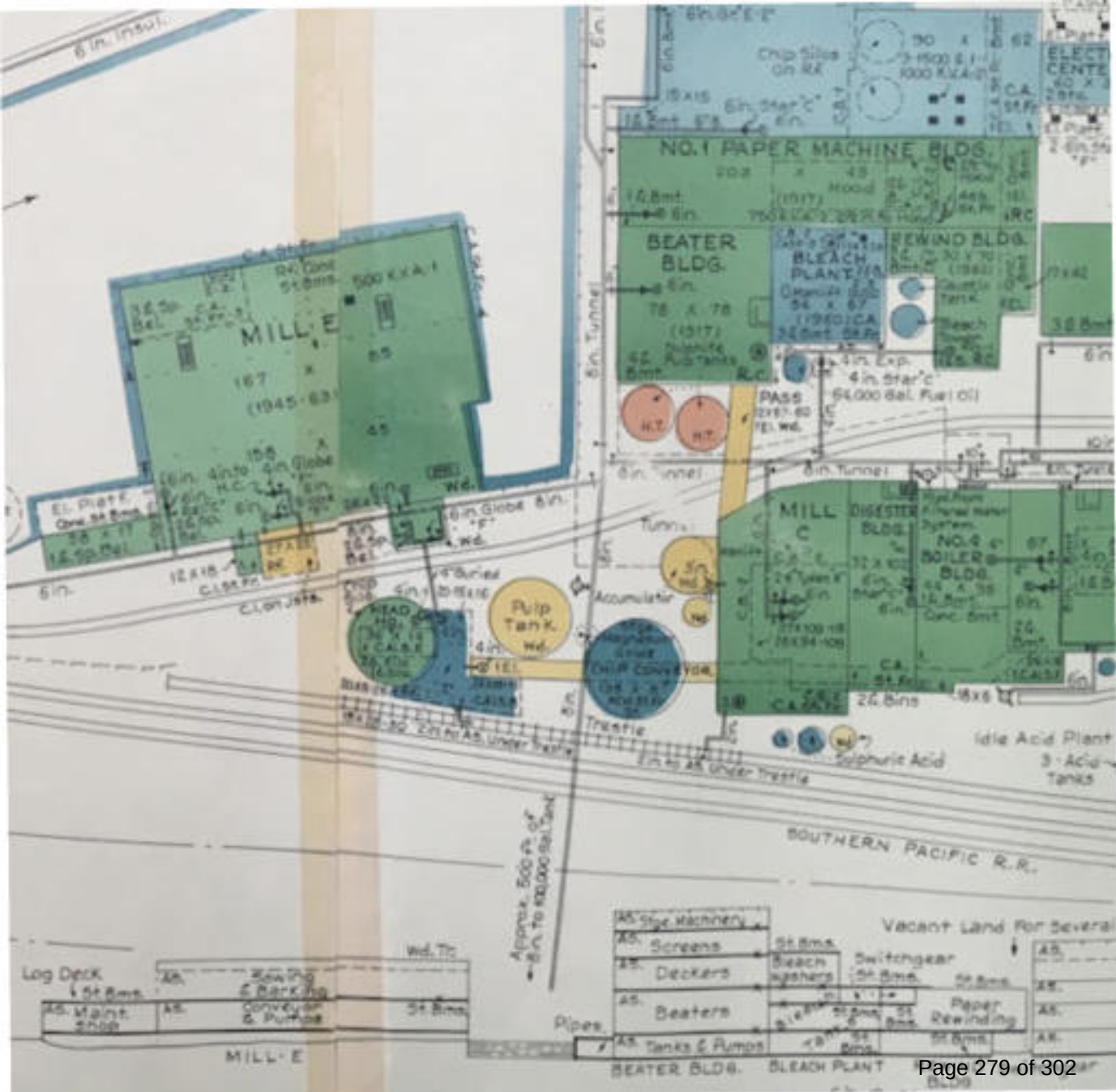
Krummel Margaret emp CWPCo office r 619 5th

Kruschke Greenhouses (F O & A E Kruschke) 82nd av rd Clackamas ph 2-3487

Kruse C W (Barbara) County Commr Court House ph 2-6511 h Oswego Rt 1

Kruse O A (Gertrude) farmer h Rt 3 Bx 6 Molalla rd ph 2-2241





SEE SHEET 2

EXISTING CONDITIONS MAP

TAX LOT 9200, MAP 25, 2E, 31CA
 LOCATED IN THE S.W. 1/4 SECTION 31, T.2S., R.2E., W.M.
 CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON
 JULY 15, 2019 SCALE 1"=20'
 SHEET 1 OF 6

SURVEY NOTES:

THE DATUM FOR THIS SURVEY IS BASED UPON A STATIC GPS OBSERVATION OF LOCAL CONTROL POINTS, PROCESSED THROUGH OPUS. DATUM IS NAD 83.

A TRIMBLE S6-SERIES ROBOTIC INSTRUMENT WAS USED TO COMPLETE A CLOSED LOOP FIELD TRAVERSE.

THE BASIS OF BEARINGS FOR THIS SURVEY IS PER MONUMENTS FOUND AND HELD PER RECORD OF SURVEY RECORDED UNDER PRIVATE SURVEY NUMBER 15776, RECORDS OF CLACKAMAS COUNTY.

THE PURPOSE OF THIS SURVEY IS TO RESOLVE AND DETERMINE THE PERIMETER BOUNDARY OF THE SUBJECT PROPERTY, TO SHOW ALL PERTINENT BOUNDARY ISSUES AND ENCROACHMENTS. NO PROPERTY CORNERS WERE SET IN THIS SURVEY.

NO WARRANTIES ARE MADE AS TO MATTERS OF UNWRITTEN TITLE, SUCH AS ADVERSE POSSESSION, EJECTMENT, ACQUESCENCE, ETC.

NO TITLE REPORT WAS SUPPLIED OR USED IN THE PREPARATION OF THIS MAP.

THE UNDERGROUND UTILITIES AS SHOWN ON THIS MAP HAVE BEEN LOCATED FROM FIELD SURVEY OF ABOVE GROUND STRUCTURES AND AS MARKED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS POSSIBLY FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR.

LEGEND:

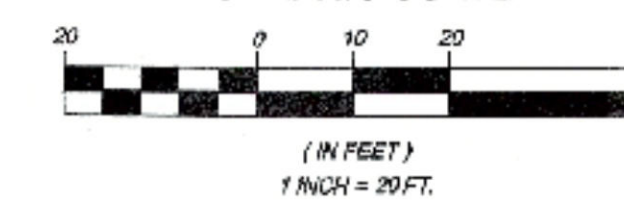
Some Symbols shown may not be used on map

12" DECIDUOUS TREE	30' TRAFFIC SIGNAL POLE
24" EVERGREEN TREE	UTILITY POLE
STORM SEWER MANHOLE	LIGHT POLE
CATCH BASIN	GUY WIRE
SANITARY SEWER CLEANOUT	ELECTRIC BOX
SANITARY SEWER MANHOLE	ELECTRIC METER
WATER MANHOLE	TRANSFORMER
WATER METER	ELECTRIC RISER
WATER VALVE	HEAT PUMP
GAS VALVE	OVERHEAD LINE
GAS METER	GAS LINE
BOLLARD	ELECTRICAL LINE
MAILBOX	COMMUNICATIONS LINE
UTILITY RISER	SANITARY SEWER LINE
TELEPHONE MANHOLE	STORM DRAIN LINE
UTILITY BOX	WATER LINE
STORM OUTFALL	FENCELINE
FOUND MONUMENT	HANDRAIL
DOWN SPOUT TO STORM SYSTEM	
FO = FOUND	
FI = FIR TREE	
PI = PINE TREE	
CE = CEDAR TREE	
IP = IRON PIPE	
IR = IRON ROD	
YPC = YELLOW PLASTIC CAP	
DE = DECIDUOUS TREE	

SIGNED ON: 05/24/19
 REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 JULY 3, 2024
 TOSBY O. BOLDEN
 60377LS
 RENEWS: DECEMBER 31, 2019



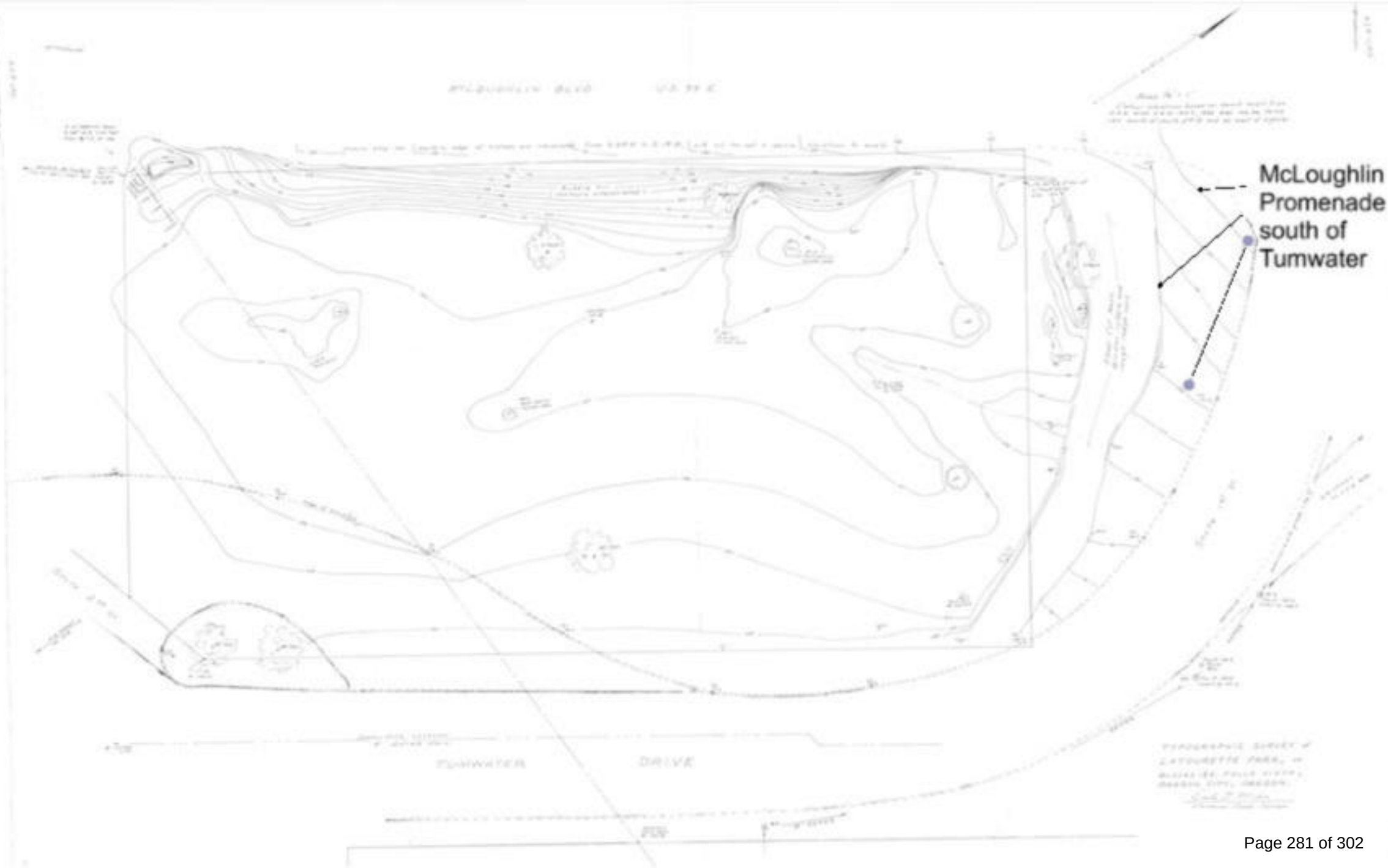
GRAPHIC SCALE



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

PLOTTED: M:\PROJECTS\OREGON CITY PLANNING-MCLOUGHLIN FROMENADE\DWG\ECM-C30.dwg

Apparent Additional Promenade Property



Jakob Wiley

From: James Nicita <james.nicita@gmail.com>
Sent: Tuesday, September 2, 2025 7:36 PM
To: Denyse McGriff; Mike Mitchell; Adam Marl; Rocky Smith, Jr.; Scott Wilson
Cc: Tony Konkol; Alex Rains; Scott Archer; Carrie Richter; Dayna Webb; Jakob Wiley; Shaun Davis; Pete Walter
Subject: Part 2 Public Comment City Commission Meeting September 3 2025 Agenda Item 9b: McLoughlin Promenade Follow Up
Attachments: 1984 Promenade Parcel Sale to CCHS.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I followed up on the area of the Promenade south of Tumwater.

Per the attached, in 1984 the City deeded some additional Promenade land to the Clackamas County Historical Society. Unlike previously, this appears to have been done only by quit-claim deed. I cannot find any ordinance of vacation. The deed clearly indicates the deeded parcel is Promenade land.

Even with this property transfer, there is still Promenade land south of Tumwater, and this is not reflected on the 2019 survey.

Also I think that Tumwater is part of the Promenade; a street that happens to be in the Promenade/park.

I think that the part of Tumwater that is within the Promenade begins at the boundary line of the Oregon City Claim and northward to 99E. The City has determined in the past that McLoughlin's platting of Oregon City within the McKinley claim was legally ineffective.

James Nicita
302 Bluff Street



CITY OF OREGON CITY
INCORPORATED 1844

FOR AGENDA
DATED

June 14, 1984

COMMISSION REPORT

Page 1 of 1

TO THE HONORABLE MAYOR AND COMMISSIONERS

**Subject: Clackamas County Historical Society
Request for Use of City Property**

Report No. 84-67

Attached is a copy of a letter dated May 10, 1984 from Frank B. Kahl, Chairman of Building Committee, requesting use of City property for the Clackamas County Historical Society Museum. Also attached is a map which outlines the property in question, i.e. the tri-angular parcel located at the intersection of Highway 99E and Tumwater Drive.

This request has been researched by the City Attorney along with the City Engineer and Planning Director with the following determinations. The property was originally given to the City as a part of the Promenade. However, the use of this property never occurred in that Tumwater Drive separates the parcel from the Promenade.

The City Attorney advises that there is no satisfactory method of permitting the use of City property as part of the Museum site other than to transfer title or enter into a long-term lease agreement. Ordinarily, long-term lease agreements are used when transfer is not possible or the owner wishes to retain ownership.

Based on this information, it is recommended that the City quitclaim the property to the Clackamas County Historical Society for museum use. If the City Commission agrees, the following motion should be approved:

That the General Manager is directed to process a quitclaim deed transferring the tri-angular piece of property at the intersection of Highway 99E and Tumwater Drive as outlined in Commission Report No. 84- to the Clackamas County Historical Society for museum use.

JEAN K. MCNULTY
Interim City Manager

GP:jkm
Attach.

cc:

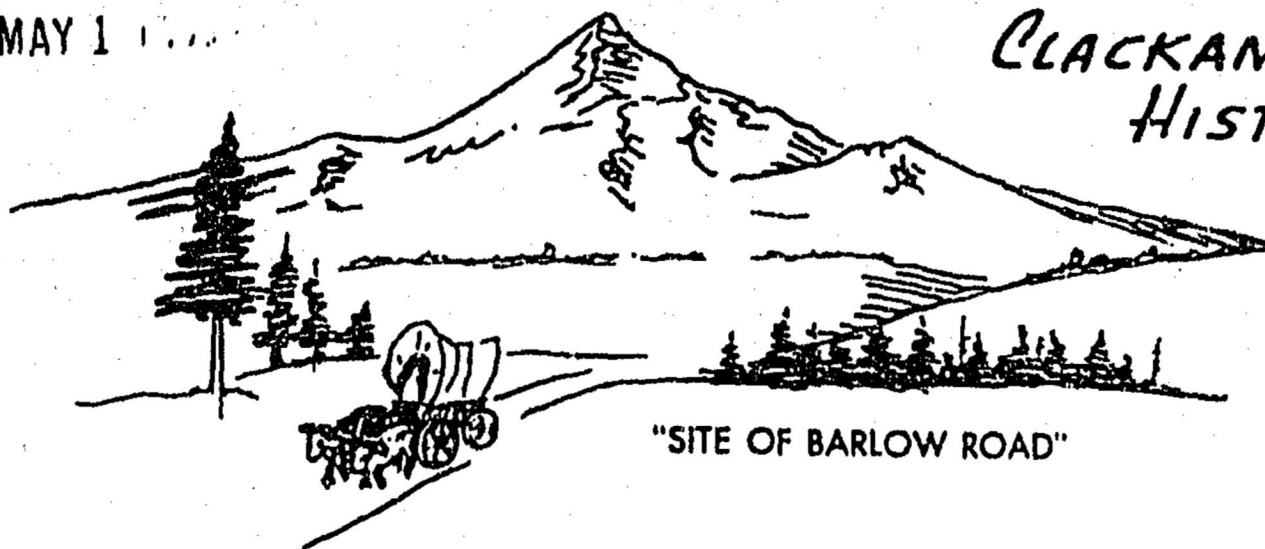
Bill Parrish, City Engineer
Cathy Galbraith, Planning Director
Frank B. Kahl, Clackamas County Historical Society

RECEIVED

MAY 1 1984

CLACKAMAS COUNTY HISTORICAL SOCIETY

603 Sixth Street
Oregon City, Oregon 97045



May 10, 1984

Mr. Ron Thom, Mayor
City of Oregon City, Oregon

Dear Mr. Thom:

Re: Proposed Wallace B. Caufield Memorial Building to be constructed for use as a museum for the Clackamas County Historical Society.

As you know, it is to be located at the north end of Latourette Park, Tumwater Street and McLoughlin Blvd, on the rocky point overlooking the falls of the Willamette River.

It is very desirable to locate this building as far north as possible on the rocky point in order to increase parking area and for easier auto access to the building. Our architect, William Blue, has completed the site design showing the north end of the building as far north as possible on the rocky point and the building extends 14 feet over onto the vacant lot between Latourette Park and Tumwater Street. This lot is triangular with a curved hypotenuse and the lot shows 80 feet wide along McLoughlin Blvd. This vacant lot is owned by the City of Oregon City.

We are requesting the City to vacate this lot for use by the museum. This can be done without affecting the use of Tumwater Street which has a 60 feet wide right of way. However, if there are any objections to this request, we could get by with the vacating or permit to use the south half (40 feet) of the above city lot. With half the lot we would lose six parking spaces proposed along Tumwater Street.

The detailed construction drawings are nearly complete. We expect them completed within two weeks and then to apply for the building permits. It would certainly help the project to use this lot which is owned by the City.

Sincerely,

Frank B. Kahl

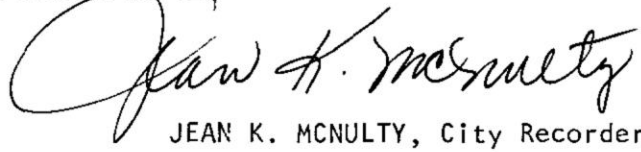
Frank B. Kahl

Chairman of Building Committee.

Mayor Thom then announced that at its Executive Session held May 2, 1984, Gerald Pecinovsky submitted his resignation as General Manager and that the Commission would have need to appoint an Interim City Manager. Upon that, Jean K. McNulty, City Recorder, is hereby appointed as Interim City Manager to have the same duties and responsibilities as set forth for the Manager Pro-Tem.

Roll call: Johnson, Aye; Andersen, Aye; Powell, Aye; VanOrman, Aye; Thom, Aye.

There being no further business, the meeting adjourned at 10:45 p.m.


JEAN K. MCNULTY, City Recorder

ADJOURNED REGULAR MEETING

Oregon City, Oregon, June 14, 1984

An adjourned regular meeting of the City Commission was held in the Commission Chambers of City Hall on the above date at 8:00 p.m.

Roll call showed the following present:

Mayor Ronald D. Thom	William J. Ruddy, Manager Pro-Tem
Commissioner Don Andersen	John C. Anicker, Jr., City Attorney
Commissioner James L. Johnson, Jr.	Irmgard L. Marggi, Clerk of the Commission
Commissioner Stephen L. Powell	
Commissioner Suzanne VanOrman	

The pledge of allegiance was recited after which it was moved by Andersen, seconded by VanOrman, to approve the minutes of June 6, 1984 as published.

Roll call: Andersen, Aye; Powell, Aye; VanOrman, Aye; Johnson, Aye; Thom, Aye.

This was the opportunity for citizens to present items for Commission consideration on future agendas. There was no audience input. Commissioner Andersen requested a report on the cost of installation of sprinkler systems per City Code for new construction be presented at the July 5, 1984 meeting with Chief Nunn to be in attendance; Commissioner Powell requested a staff reports on property located across from the Union 76 Station on Molalla Avenue with specific regard to vehicle storage and offensive signs. This is for the July 12, 1984 agenda. The Commission members requested a report regarding sewer connection fees for all types of businesses be referred back to the Tri-City Service District Technical Advisory Committee for analysis regarding the possibility for further reduction of charges.

At this time, Mr. Frank Kahl, Clackamas County Historical Society, presented a progress report on the construction of the Society's Museum. He stated he is a Civil Engineer and personally staked out the property. The Society has applied for a building permit; however, they will need to apply for a variance as the building is designed to be 3 stories in an area where only 2 story buildings are allowed. Mention was made that 1/2 the Park & Ride lot will be needed by contractors during the building process. When the project is completed, Tri-Met will be unable to utilize the Park & Ride lot. Mr. Kahl further stated the Society plans to do as much as possible with the funds on hand; fund raising is being planned to help complete the project as funds become available.

William Blue, 408 S. W. 2nd, Portland, Architect, stated a height variance would be brought to the July meeting of the Planning Commission. Mr. Blue stated construction can begin in August. A reference was made to available parking spaces to which Mr. Blue replied about 40 or 41 spaces will be available when the project is complete. Sewer connection charges were discussed; the Mayor stating City had waived all connection charges for sewer before the Tri-Cities Service District was formed, and that the City plans to honor this agreement.

*

Manager's Report No. 84-67, Clackamas County Historical Society Request for Use of City Property. The report noted that a letter dated May 10, 1984 from Frank B. Kahl, Chairman of Building Committee, requesting use of City property for the Clackamas County Historical Society Museum had been received.

The report further noted that this request has been researched by the City Attorney along with the City Engineer and Planning Director with the determination that the property was originally given to the City as a part of the Promenade. However, the use of this property never occurred in that Tumwater Drive separates the parcel from the Promenade.

The City Attorney advises that there is no satisfactory method of permitting the use of City property as part of the Museum site other than to transfer title or enter into a long-term lease agreement. Ordinarily, long-term lease agreements are used when transfer is not possible or the owner wishes to retain ownership.

After discussion, it was moved by Andersen, seconded by Powell, that the General Manager is directed to process a quitclaim deed transferring the tri-angular piece of property at the intersection of Hiway 99E and Tumwater Drive to the Clackamas County Historical Society for museum use.

Roll Call: Powell, Aye; VanOrman, Aye; Johnson, Aye; Andersen, Aye; Thom, Aye.

Mayor Thom announced the reappointment of Brian Shaw, 1318 9th Street, representing the McLoughlin Area, to the Historic Review Board for a term to expire June 4, 1987.

Manager's Report No. 84-70, Supplemental Budget Fiscal Year 1983-84, was presented. The report noted that at its April 30, 1984 meeting, the Budget Committee approved a supplemental budget for fiscal year 1983-84 and at its June 6, 1984 meeting, the City Commission accepted the supplemental budget for fiscal year 1983-84 and set the date of public hearing on June 14, 1984 at 8:00 p.m. First and second notices of public hearing were published on Thursday, May 24 and Tuesday, June 5, 1984.

At this time, Mayor Thom declared the public hearing open. There being no discussion on this item, the City Attorney read Resolution No. 84-17 as it was presented.

It was moved by Andersen, seconded by Powell, to approve Resolution No. 84-17 as read by the City Attorney.

Roll call: Powell, Aye; VanOrman, Aye; Johnson, Aye; Andersen, Aye; Thom, Aye.

RESOLUTION NO. 84-17

WHEREAS, Oregon City has or will receive during the 1983-84 budget year the following sums:

GENERAL FUND:

<u>Police Department</u>		
Intergovernmental Revenue	\$ 2,414	
Miscellaneous Income	<u>1,750</u>	\$ 4,164
<u>Fire Department</u>		
Federal Revenue Sharing		20,000
<u>Communications Department</u>		
Miscellaneous		4,700
<u>Parks & Recreation Department</u>		
Federal Revenue Sharing	16,500	
Charges for City Services	<u>516</u>	17,016
<u>Municipal Court Department</u>		
Federal Revenue Sharing		14,700
<u>Library Department</u>		
Miscellaneous Revenue		1,231
<u>Finance/Personnel Department</u>		
Federal Revenue Sharing		15,000
<u>Non-Departmental Expense</u>		
Federal Revenue Sharing		<u>35,430</u>

Total: \$112,241

QUITCLAIM DEED



KNOW ALL MEN BY THESE PRESENTS, That City of Oregon City, a municipal corporation, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto Clackamas County Historical Society hereinafter called grantee, and unto grantee's heirs, successors and assigns all of the grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any-wise appertaining, situated in the County of Clackamas, State of Oregon, described as follows, to-wit:

Part of the Public Promenade, "Oregon City", a subdivision plat of record, in the Southwest quarter of Section 31, T.2S., R.2E., W.M., Clackamas County, Oregon described as follows:

Beginning on the Easterly line of the Pacific Highway and at a cross on the bed rock, said cross being the North corner of Lot 6, Block 3, Falls Vista and being the True Point of Beginning; thence North 34° 27' East along the Easterly line of the Pacific Highway 35.0 feet;

Thence South 54° 41' East, parallel with the Northerly line of Block 3, Falls Vista, 72.0 feet;

Thence South 31° 31' 33" East, 90.0 feet to the East corner of Lot 7, Block 3, Falls Vista;

Thence North 54° 41' West along the Northeasterly line of said Block 3, 156.59 feet to the True Point of Beginning.

Containing approximately 4,036 square feet.

Given to Grantee for Museum use.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ gift.
 However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 3rd day of October, 1984; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

STATE OF OREGON,

County of _____, 19____

Personally appeared the above named _____

_____ and acknowledged the foregoing instrument to be _____ voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires:

OREGON CITY, a municipal corporation

By Ronald D. Thom Mayor

By Jean K. McNulty Recorder

STATE OF OREGON, County of Clackamas) ss.

October 3, 1984

Personally appeared Ronald D. Thom and Jean K. McNulty, who, being duly sworn,

each for himself and not one for the other, did say that the former is the Mayor _____ and that the latter is the Recorder of Oregon _____

_____ a municipal corporation of Oregon _____

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its COMMISSION and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

William S. Lumsden
 Notary Public for Oregon 3-07-88

My commission expires:

City of Oregon City

320 Warner-Milne Road

Oregon City, Oregon 97045

GRANTOR'S NAME AND ADDRESS

Clackamas County Historical Society

603 Sixth Street

Oregon City, Oregon 97045

GRANTEE'S NAME AND ADDRESS

After recording return to:

Clackamas County Historical Society

603 Sixth Street

Oregon City, Oregon 97045

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following add:

NAME, ADDRESS, ZIP

STATE OF OREGON
 County of Clackamas) ss.

I, Juanita N. Orr, County Clerk, Ex-Officio Recorder of the State of Oregon, do hereby certify that the instrument of writing was received for recording in the records of said County at

STATE OF OREGON

1984 OCT 8 PM 4:02

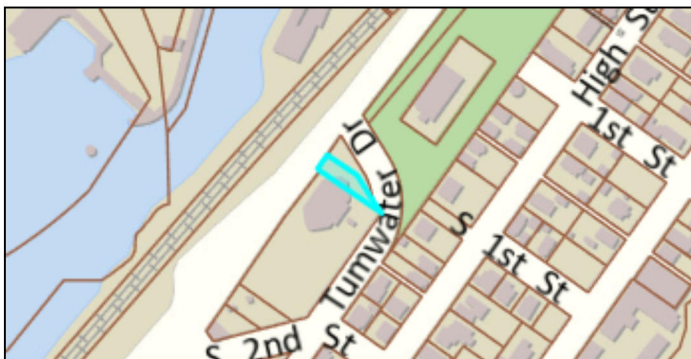


JUANITA N. ORR
 County Clerk

Recording Certificate

64 35002

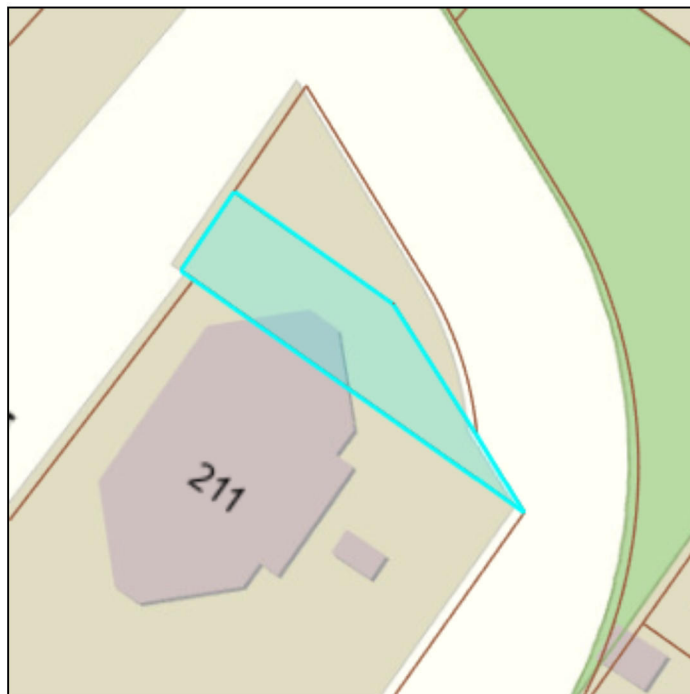
CCP-R4



Overview Map

Taxlot Information

APN: 2-2E-31CA-09100 In City? Y
 Alt ID: 00577584 In UGB? Y
 Site Address: NO SITUS
 ADDRESS, OR
 Year Built: Unknown or not recorded



Taxlot highlighted in blue

Taxpayer Information

Taxpayer: Please contact the City of Oregon City
 Address: for taxpayer information

Reference Information

Parcel Area (GIS - acres): 0.09
 Parcel Area (GIS - sq. ft.): 4,038
 Twn/Rng/Sec: 2S 2E 31
 Tax Map Reference: 22E31CA (03_2s2e31ca)

Values

Import Date: 05/21/2025
 Land Value (Mkt): \$69,932
 Building Value (Mkt): \$0
 Total Value (Mkt): \$69,932
 Note: the values about are Market, NOT Assessed values.
 Assessed Value: \$42,099
 Exempt Amount: \$42,099

Planning Designations

Zoning: MUC-1
 Comprehensive Plan: QP
 Subdivision: N/A
 PUD (if known):
 Partition Plat:: N/A
 Neighborhood Assn: CANEMAH
 Urban Renewal District: DOWNTOWN
 Concept Plan: N/A
 Historic District: N/A
 Historic Designation: N/A

In Willamette Greenway? Y
 In Geologic Hazard? Y
 In High Water Table Area? N
 In Nat. Res. Ovl. Dist. (NROD)? N
 In 1996/FEMA 100 Yr. Floodplain? N
 In FEMA Floodway? N
 In SDC Discount Area? N
 In Thayer Pond Fee Area? N
 In Bvrck. Rd Access Plan Area? N
 In Barlow Trail Corridor? N
 In Enterprise Zone? N
 In Vertical Housing Dev. Zone? N
 In Opportunity Zone? Y

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

Report generated 9/2/2025 6:57:04 PM

City of Oregon City
 P.O. Box 3040
 625 Center St
 Oregon City, OR 97045
 (503) 657-0891
 www.oregocity.org





Tumwater Dr



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 3, 2025
From: Jarrod Lyman, Communications Manager

SUBJECT:

Item 9.c. - Second Reading of Ordinance No. 25-1011, An Ordinance of the City of Oregon City Expanding the Eligibility of Youth Advisory Commissioners

STAFF RECOMMENDATION:

Staff recommends approving the second reading of Ordinance No. 25-1011.

EXECUTIVE SUMMARY:

For the 2024–2025 Youth Advisory Commission term, the City received 16 eligible applications. Nine applicants attended a high school within Oregon City limits but resided outside the city limits. The current Oregon City Municipal Code (OCMC) 2.62 restricts participation on the Youth Advisory Commission to no more than two members residing outside the city limits. The proposed amendment would expand eligibility to include more students who reside outside the city limits but attend a high school within the city limits. Exhibit A displays the proposed revisions, with deletions shown stricken in black and additions in red. Exhibit B presents the amendments in their final, integrated form.

BACKGROUND:

When Ordinance No. 24-1006 was presented to the Commission the summer of 2024, Commissioner Adam Marl proposed adding a provision allowing students who live outside the city limits to be eligible for the Youth Advisory Commission if they attend a high school within the city limits. The Commission approved the amended ordinance, limiting such appointments to no more than two seats.

With an increasing number of applicants who meet the school attendance requirement but reside outside the city limits, Ordinance No. 25-1011 is now presented for approval to promote continued diverse participation from youth in the Oregon City community.

OPTIONS:

1. Approve Second Reading of Ordinance No. 25-1011, An Ordinance of the City of Oregon City Expanding the Eligibility of Youth Advisory Commissioners.
2. Approve Second Reading of Ordinance No. 25-1011, An Ordinance of the City of Oregon City Expanding the Eligibility of Youth Advisory Commissioners with Amendments.
3. Deny Second Reading of Ordinance No. 25-1011, An Ordinance of the City of Oregon City Expanding the Eligibility of Youth Advisory Commissioners and provide further direction.

BUDGET IMPACT:

N/A

ORDINANCE NO. 25-1011

AN ORDINANCE OF THE CITY OF OREGON CITY EXPANDING ELIGIBILITY FOR YOUTH ADVISORY COMMISSIONERS TO INCLUDE MORE MEMBERS WHO DO NOT RESIDE WITHIN CITY LIMITS BUT ATTEND A HIGH SCHOOL WITHIN CITY LIMITS

WHEREAS, The City Commission created the Youth Advisory Committee (YAC) under Ordinance No. 22-1006; and subsequently amended by Ordinance No. 23-1003; and Ordinance No. 24-1006; and

WHEREAS, The City received a majority of applications for the 2025-2026 Youth Advisory Commission from youth who reside outside of the city limits but still attend a high school within the city limits; and

WHEREAS, the City of Oregon City values the contributions of all youth who are engaged in the community, and recognizes that allowing participation from students who attend high school within the City, regardless of residence, enhances representation, inclusivity, and civic engagement; and

WHEREAS, The proposed amendments to the Oregon City Municipal Code (OCMC) 2.62 allows for more diverse participation of youth who attend school within the City while still adhering to the majority of members needing to live within the city limits.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City Commission adopts the added language underlined in red and strikes the language stricken in black within Exhibit A and fully incorporated in Exhibit B.

Read for the first time at a regular meeting of the City Commission held on the 20th day of August 2025, and the City Commission finally enacted the foregoing ordinance this 3rd day of September 2025.

DENYSE C. MCGRUFF

Mayor

Attested to this 3rd day of September 2025,

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Chapter 2.62 – Youth Advisory Commission

2.62.010 – Created.

There is created a Youth Advisory Commission for the City of Oregon City having the duties and responsibilities provided in this chapter.

2.62.015 – Purpose.

The Oregon City Youth Advisory Commission is created to provide local students a voice in their municipal government, build an understanding of governance and leadership and to provide opportunities to engage and serve the community. The Youth Advisory Commission shall be guided by the belief that local involvement at a young age is crucial to ensuring a well- informed and engaged citizenry in the future and to provide an opportunity for members to become equipped with the knowledge and leadership skills necessary to become active contributors in the community now and in the future.

2.62.020 – Membership.

The Youth Advisory Commission shall consist of at least nine youth members and one non-voting City Commissioner to be appointed by the Mayor:

- A. Members of the Youth Advisory Commission shall be high school students at the time of swearing in and shall reside within the city limits of Oregon City or attend a school within Oregon City limits.
 - ~~No more than two seats may be occupied by students living outside of Oregon City limits.~~
 - The majority of members must live within Oregon City limits, while the remaining members must be enrolled in a high school located within the city limits.
- B. Any vacancy shall be filled by the Mayor, at their sole discretion, for the unexpired portion of the vacated term.
 - A vacancy can be filled by the discretion of the Mayor but must be filled if the total number of Youth Advisory Commission members drops below nine.
- C. The term of service shall be considered from September through June and there are no term limits.
- D. Appointed Youth Advisory Commission members may be re-appointed for a second term without an interview at the discretion of the Mayor. A Youth Advisory Commission member must participate in a recommitment interview with the Mayor after serving two consecutive terms.
- E. The chairperson, vice chairperson and all new members shall be sworn in at the first regular meeting of the term by the Youth Advisory Commission's City Commission liaison.

2.62.030 – Election of officers.

The Youth Advisory Commission, at the beginning of each term, shall elect a chairperson and vice chairperson, who shall hold the positions for one term of service. The chairperson and the vice chairperson shall be a junior or senior in high school.

2.62.040 – Chairperson

The chairperson is responsible for running the Youth Advisory Commission meetings, assigning tasks and working with the staff to set the upcoming agendas.

2.62.050 – Vice Chairperson.

The vice chairperson is responsible for taking meeting minutes and providing financial updates as applicable. The vice chairperson shall serve as chair during Youth Advisory Commission meetings in the event of the chairperson's absence.

2.62.060 – Quorum and Meetings.

- A. A majority of appointed members shall constitute a quorum.
- B. If a quorum is present, all matters shall be decided by a vote of the majority present.
- C. The Youth Advisory Commission shall meet at least once a month.
- D. All meetings shall be open to the public and public meeting laws shall apply.

2.62.070 – Youth Advisory Commission Member Responsibilities.

- A. Review and prepare strategies addressing issues of interest to students in the greater Oregon City community, including topics such as drug and alcohol abuse, bullying, driver safety or any other topic determined to be of importance by the Youth Advisory Commission.
- B. Members shall participate in an annual goal alignment session at the beginning of each term.
- C. Members shall be responsible for completing tasks and projects as assigned.
- D. Individual members of the Youth Advisory Commission shall attend at least three community service events per term.
- E. The Youth Advisory Commission shall organize a minimum of one community event or project to engage the larger Oregon City youth community per term.
- F. The Youth Advisory Commission shall prepare an annual report at the end of the term to present to the City Commission detailing the accomplishments, challenges, areas for improvement and goals for the future.

2.62.080 – Code of Conduct and Expectations

Members of the Youth Advisory Commission shall be held to the highest standards of citizenship, scholarship and participation. The Code of Conduct details shall be stipulated in the Youth Advisory Commission Bylaws.

2.62.091 – Expenditures

The Youth Advisory Commission shall have no authority to make any expenditure on behalf of the City or to obligate the City for payment of any sums of money unless the City Manager or City Commission, as appropriate, authorizes such expenditure.

Chapter 2.62 – Youth Advisory Commission

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 - The majority of members must live within Oregon City limits, while the remaining members must be enrolled in a high school located within the city limits.
- B. Any vacancy shall be filled by the Mayor, at their sole discretion, for the unexpired portion of the vacated term.
 - A vacancy can be filled by the discretion of the Mayor but must be filled if the total number of Youth Advisory Commission members drops below nine.
- C. The term of service shall be considered from September through June and there are no term limits.
- D. Appointed Youth Advisory Commission members may be re-appointed for a second term without an interview at the discretion of the Mayor. A Youth Advisory Commission member must participate in a recommitment interview with the Mayor after serving two consecutive terms.
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CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** September 3, 2025
From: Patrick Foiles, Human Resources Director

SUBJECT:

Item a. - Oregon City Employee Deferred Compensation Plan (457b and 401a) Update – Nationwide Retirement Solutions, Inc. to be City's sole recordkeeper

STAFF RECOMMENDATION:

Staff wants to inform the City Commission that the City has selected Nationwide Retirement Solutions, Inc., to serve as the sole recordkeeper and administrative services provider for the City of Oregon City's 457(b) and 401(a) Deferred Compensation Plans.

EXECUTIVE SUMMARY:

The City of Oregon City currently administers a 457(b) and 401(a) Deferred Compensation Plan, which enables employees to save for retirement on a tax-advantaged basis. Following a comprehensive review process, including professional analysis, a competitive Request for Proposals (RFP), and committee evaluation, Nationwide Retirement Solutions, Inc. has been identified as the provider best suited to fulfill the City's goals for plan enhancement, cost reduction, and improved participant services.

BACKGROUND:

The City's Deferred Compensation Plan was originally adopted in August 1978 and has been amended periodically, most recently in June 2015. The Plan's assets have grown significantly over the past decade, necessitating a higher level of fiduciary oversight, professional management, and administrative efficiency.

Historically, the Plan has not been served by a dedicated investment advisor or co-fiduciary. Recognizing potential inefficiencies and cost burdens on employees, the Human Resources Department convened an internal Deferred Compensation Committee in August 2023 to review investment options, administrative structures, and potential improvements.

To guide this effort, the City retained the Hyas Group, a professional investment consulting firm, through a competitive procurement process. Hyas performed a detailed analysis of the City's plan and found significant opportunities to:

- Reduce administrative and investment fees
- Consolidate recordkeeping and create efficiency
- Improve investment line-ups and participant tools
- Implement best practices in plan design and governance

On February 26, 2024, the Hyas Group (Morgan Stanley) issued a Request for Proposals (RFP) on behalf of the City for a sole recordkeeper, they advertised in the Daily Journal of Commerce and posted on the City's procurement site in accordance with the City and State contracting procedures. The RFP was posted for four weeks, closing March 20, 2024. The RFP closed on March 20, 2024, and the City received eight (8) responses:

- Corebridge Financial
- Empower
- Lincoln Financial
- Mission Square
- Nationwide
- T. Rowe Price
- TIAA
- Voya

After a thorough evaluation by the Deferred Compensation Committee and Hyas Group, the proposals were scored and narrowed down to three finalists: Nationwide, Empower, and Voya. Each finalist was invited to present to the Committee and discuss their proposals.

Nationwide was unanimously identified as the top choice based on:

- Competitive pricing and significantly lower fees
- Strong investment offerings
- Comprehensive online tools and participant education services
- Experience in public sector retirement plans
- Commitment to customer service and fiduciary support

Next Steps:

Staff has negotiated and drafted a service contract with Nationwide and is already communicating with employees and retirees about the changes. Over the next month, staff will:

- Finalize the agreement with Nationwide.
- Finalize the transition process to consolidate services under a single provider.
- Continue employee outreach and education to ensure a smooth transition.

OPTIONS:

No decision required, informational update only

BUDGET IMPACT:

Amount \$

Fiscal Year(s): n/a
Funding Source(s): n/a



CITY OF OREGON CITY

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Staff Report

To: City Commission **Agenda Date:** September 3, 2025
From: Jakob Wiley, City Recorder

SUBJECT:

Item a. - Mayoral Appointments to the Youth Advisory Committee

STAFF RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

BACKGROUND:

The Mayor has appointed the following individuals to the Youth Advisory Committee:

- Cole Solari
- Elyjah McFarland
- Gaby Rysdam
- Hyrum Freestone
- Jack Solari
- Justin Evers
- Maxwell Bishop
- Myles Kinney
- Sydney McFarland
- McKenzie Gilmore
- Hadley Taylor
- Bettie Chappell
- Evan Conley
- Donald Bredehoeft
- Emma Artman

OPTIONS:

N/A

BUDGET IMPACT:

N/A