



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING AGENDA

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

Ways to participate in this public meeting:

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

EXECUTIVE SESSION

The Executive Session will begin after the adjournment of the regular meeting pursuant to ORS 192.660(2)(e): To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

- Oath of Office for New Oregon City Police Sergeant
- Law Enforcement Service and Sacrifice Proclamation
- Extra Mile Day Proclamation
- Taylor Miller Employee Recognition and Video

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

- Clackamas Fire District No. 1 Presentation
- Greater Oregon City Watershed Council Annual Presentation

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

- Resolution No. 25-34 Authorizing Acquisition of Property and Property Interests Through Eminent Domain Related to the Construction of the Downtown Quiet Zone Project (CI 22-015)
- Personal Services Agreement with RH2 Engineering, Inc. for McLoughlin Neighborhood Waterline Replacement Project WIFIA 2-4 (CI 25-006)
- Resolution No. 25-33 Initiating Vacation of 142 Square Feet from McLoughlin Promenade Park Property Located at 300 3rd Street in the City of Oregon City and Establishing a Public Hearing Date for December 3, 2025
- Purchase of Five Natural Gas-Powered Generators and Associated Equipment for the Sanitary Pump Station Generator Replacement Project (CI 24-007)

- e. Intergovernmental Agreement for Judicial Services
- f. Minutes of the February 10, 2025 City Commission Special Interview Meeting
- g. Minutes of the August 13, 2024 City Commission Work Session
- h. Minutes of the August 21, 2024 City Commission Work Session

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- a. Adaptive Re-Use Historic Facade Improvements Update - 703 Main Street
- b. Board and Committee Appointment Process Discussion

10. COMMUNICATIONS

City Manager

- a. SB 1537 (2024) – Mandatory Adjustment Exception – City Approval

Commissioners

Mayor

- a. Citizen Involvement Committee Appointments

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.

OATH OF OFFICE

Sworn Police Sergeant
Oregon City Police Department

*I, **Alan Farmer**, do solemnly swear that I will uphold the law, and support the Constitution of the United States and the State of Oregon. I will abide by the Law Enforcement Code of Ethics, and the department's rules and regulations, while faithfully performing my duties as Sergeant for Oregon City, Oregon.*

GIVEN THIS 5TH DAY OF NOVEMBER, 2025

Denyse C. McGriff, Mayor

SUBSCRIBED AND SWORN to before me this 5th day of November, 2025

Notary Public
State of Oregon
My commission expires: _____

PROCLAMATION

TO RECOGNIZE AND HONOR THE SERVICE AND SACRIFICE OF THOSE LAW ENFORCEMENT OFFICERS KILLED IN THE LINE OF DUTY WHILE PROTECTING THE OREGON CITY COMMUNITY

Whereas, Law Enforcement is an honorable, hard-working profession that diligently seeks to make our community more livable and safe; and

Whereas, there is no greater sacrifice an Officer can make for their community than to give their life; and

Whereas, the death of a Police Officer shocks the very soul of a community, our Government, and the very freedoms the Officers have sworn to protect; and

Whereas, the impact of this tragedy upon the Officer's family, friends, department and community is immeasurable; and

Whereas, our hearts and thoughts go out to the many killed in action while serving to protect our community.

Now, Therefore, I, Denyse McGriff, Mayor of the City of Oregon City, along with the City Commission, and the Citizens of Oregon City, Oregon extend heartfelt condolences to the families of the following Officers:

Reserve Police Officer, Robert Libke, lost on November 3, 2013
Police Officer, George J. Hanlon, lost on April 24, 1906

These officers have been lost but will never be forgotten. This community will be forever grateful. We ask for a moment of silence as we remember Oregon City's valuable public servants and pray for healing and hope into the future.

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

DENYSE C. McGRIFF, Mayor

PROCLAMATION

Whereas, Oregon City, Oregon is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

Whereas, Oregon City, Oregon is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

Whereas, Oregon City, Oregon is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

Whereas, Oregon City, Oregon acknowledges the mission of the Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2025.

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

November 1, 2025

as

Extra Mile Day

And encourage Oregon City citizens to take time on this day to not only “go the extra mile” in their own lives, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

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

DENYSE C. MCGRIFF, Mayor



Oregon City Police Employees' Association

PO Box 640 Oregon City, Oregon 97045

Good evening, Commissioners and Mayor. My name is Zach Knudson, representing the Oregon City Police Employee Association.

I want to update you on the current status of the Records Department. Earlier this year, we faced some budget cuts that included eliminating one records position for 2025-2027, leaving us with only two staff members. Shortly thereafter, one of our record specialists left the city, reducing our team to just one person. Fortunately, the police department recently hired a new staff member to fill that vacancy. However, I want to acknowledge that our staffing levels are still below what is needed to fully meet the department's demands.

In 2003, the Records Department had one manager and three specialists for about 28,000 residents and 32 sworn officers. By 2025, we have only two specialists for approximately 38,000 citizens and 46 sworn positions.

Currently, there is a backlog of more than 1,600 cases and reports awaiting processing. When we had two fully trained employees, the backlog was 670 reports; with three, it was around 150. Our front office is overwhelmed, receiving numerous inquiries from victims about their case statuses.

This situation illustrates the important opportunity the city has to enhance staffing within the Records Department. By considering an increase in personnel, we can significantly improve our processing efficiency and responsiveness to the needs of those we serve. A well-staffed department is essential for managing our records in a timely and organized manner, which ultimately fosters a more effective service environment. I believe that investing in our team will lead to positive outcomes for both our staff and our community.

Here are some interesting facts about various cities and their police departments:

- ****City of Milwaukie****: This city has 33.5 sworn officers and a population of 21,000. It employs one records manager and two records specialists.

- ****City of Tualatin****: Tualatin has 41 sworn officers and a population of 28,000 and employs one records manager and three records specialists.
- ****City of West Linn****: West Linn has 28 sworn officers and has a population of 27,000 and employs one manager and two records specialists
- ****City of Sandy****: Sandy has 17 sworn officers and a population of 13,000 and employs one supervisor, one full-time records specialist, and one part-time records specialist.
- ****City of Keizer****: Keizer has 42 sworn officers and a population of 40,000 and employs one records manager and three records specialists.

Respectfully,

Zach Knudson
OCPEA Sergeant at Arms

From: noreply@civicplus.com
Sent: Monday, November 3, 2025 4:01 PM
To: City Recorder Team; Jarrod Lyman
Subject: Online Form Submittal: Public Comment Submission Form

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.

Public Comment Submission Form

First Name	Kevin
Last Name	Carlson
Are you an Oregon City resident?	No
Email address	Kcarl21@gmail.com
Submit your comment here.	Dear City Leadership Team, I am an Oregon City Police Officer who has had the privilege of serving this community on two separate occasions. The first time, I'll admit, I took the City and the Department for granted. I left for a larger agency—one with more opportunities, higher pay, and a faster pace. After nearly seven years away, I made the decision to return. I came back because my values had changed. I wanted to work in a community that values its people, where leadership listens, and where the work we do truly makes a difference. Oregon City offered all of that—and still does. When I returned, I was encouraged by the City's Stay Survey, led by City Manager Tony Konkol. It was a strong statement that leadership was listening and committed to understanding what motivates employees to remain here and serve with pride. Now, as OCPD officers continue working without a current contract—over issues primarily tied to pay—we find ourselves facing a test of those very same values. The Stay Survey revealed that the most important factors in retaining and motivating city employees are fair compensation

and feeling recognized and supported. These aren't abstract ideas—they are the foundation of why people stay, serve, and give their best.

Working under an expired contract sends the opposite message. It feels discouraging, and it echoes the struggles I once witnessed in a neighboring city that lost talented officers because leadership failed to act decisively when it mattered most. Oregon City is better than that.

Our officers continue to show up every day—to protect this community, to uphold its values, and to represent this city with professionalism and pride. We've stayed because we believe in Oregon City.

Now, we're asking the City to believe in us.

This is an opportunity for leadership to put words into action—to show that the results of the Stay Survey weren't just a study, but a commitment. A fair and timely contract would send a clear message that Oregon City stands behind the officers who stand behind its citizens every day.

Respectfully,
Kevin Carlson

Email not displaying correctly? [View it in your browser.](#)



Dear Oregon City Leadership,

I am writing on behalf of myself, both as a proud member of the Oregon City Police Department, and as a tax-paying citizen of this community.

Here is the truth: we are in the middle of a staffing crisis. Multiple officers are on the verge of leaving for other departments, and the flow of strong, qualified candidates has slowed to a trickle. The reasons are multi-faceted, but one thing remains clear - Oregon City is no longer viewed as a desirable place to work. That's not an opinion; it's reality. The numbers tell the story. We've seen very few lateral applicants (experienced officers from other agencies), and while the officers who have completed the Field Training Evaluation Program (FTEP) are doing excellent work, we're simply not attracting or retaining enough people to sustain a healthy department.

One major factor that could help attract and retain officers is the finalization of a police contract. It is difficult to understand how, after all this time, and despite the City's frequent praise of our department, we still do not have one in place. I've heard officials refer to our "ocean of goodwill," but I have to ask: how much more must we do to prove our worth?

It is deeply concerning that an agreement has yet to be reached. In all my years with Oregon City, we have never faced this level of uncertainty, and the absence of a contract sends a discouraging message to those who have dedicated their careers to protecting this city.

Our officers continue to show up, to serve with professionalism, integrity, and compassion, but morale is fragile. If Oregon City truly values its police department, that respect must be reflected in action, not just words.

Respectfully,

Jason Pohl

Greater Oregon City
Watershed Council

ANNUAL REPORT 2024 - 2025



From Ridges to the River – Healthy Waters, Healthy Community

- Restoring Habitat and Waterways
- Community Engagement and Partnerships
- Building Capacity and Commitment
- Planning for Our Future

*A watershed
where healthy
streams support
abundant native
fish and other
species.*

*Greater Oregon City Watershed Council
vision*



Our work



- *Abernethy, Beaver/Parrott basins and creeks along the Willamette near Oregon City.*
- *Habitat restoration*
- *Invasive species removal*
- *Technical assistance*
- *Education and outreach*
- *Engagement*



Restoring Habitat and Waterways

- **Upper Abernethy Restoration**
 - Port Blakely (Aerial Large Wood)
 - Jamestown Ranch (Tributary Restoration)
- **Holcomb Creek Restoration**
- **Abernethy Shade Riparian Restoration**
- **Singer Creek and Abernethy Creek and Atkinson Parks**



Restoring Habitat and Waterways

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- **Singer Creek and Abernethy Creek and Atkinson Parks**



Community Engagement and Partnerships

Beaver Lake Restoration Approaches

- Steering committee to develop working relationship with the community
- Partnering with technical advisors to support restoration approaches
- Exploring community values and concerns to inform our approach
- Developing concepts for near and long-term habitat restoration

Building Capacity and Commitment

- Full-time Executive Director
- Part-time Outreach and Engagement Coordinator
- Office in Oregon City
- Volunteers and community members participating in the work of the council

Thanks to Our Partners, Funders, & Donors

Government

City of Oregon City
Clackamas County
Clackamas Soil & Water Conservation District
Metro
National Oceanic and Atmospheric Administration
Oregon Watershed Enhancement Board
Oregon Department of Fish and Wildlife
US Fish and Wildlife Service

Businesses

Oregon City Brewing Company
Happy Apple Farm
Full Pantry Farm
Local and regional contractors

Project Partners

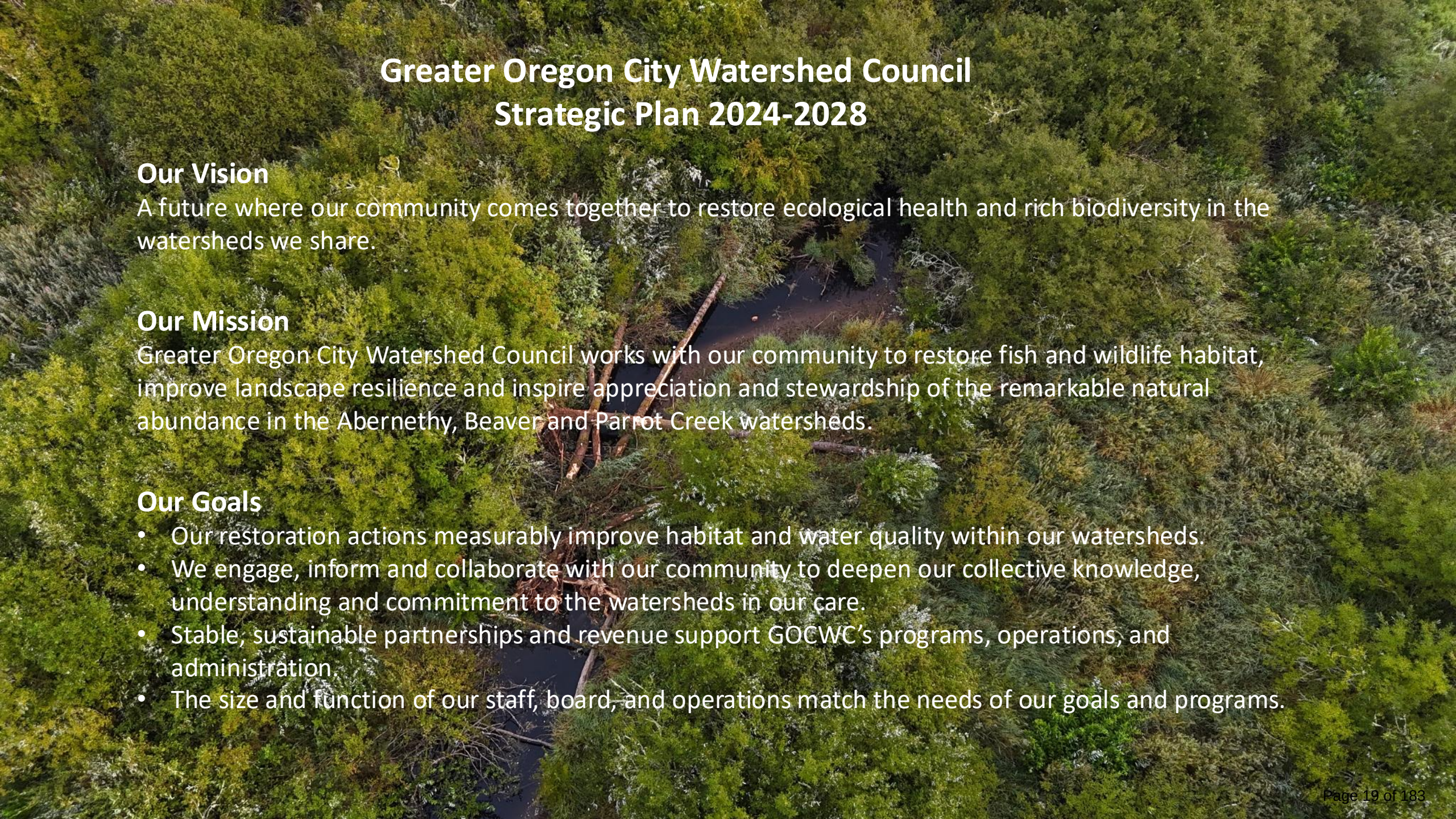
Network of Oregon Watershed Councils
North Clackamas Watersheds Council
Clackamas River Basin Council
Johnson Creek Watershed Council

Foundations and Private Funders

Oregon Wildlife Foundation
Port Blakely

Individuals

Board members and volunteers of the
Greater Oregon City Watershed Council
Technical Advisory Committee members
Community Advisors

An aerial photograph of a forest stream. The water is dark and flows through a dense forest of green trees. Several large, light-colored logs are scattered across the stream and its banks, creating natural barriers and habitat. The surrounding forest is lush and green, with some areas showing more dense undergrowth.

Greater Oregon City Watershed Council Strategic Plan 2024-2028

Our Vision

A future where our community comes together to restore ecological health and rich biodiversity in the watersheds we share.

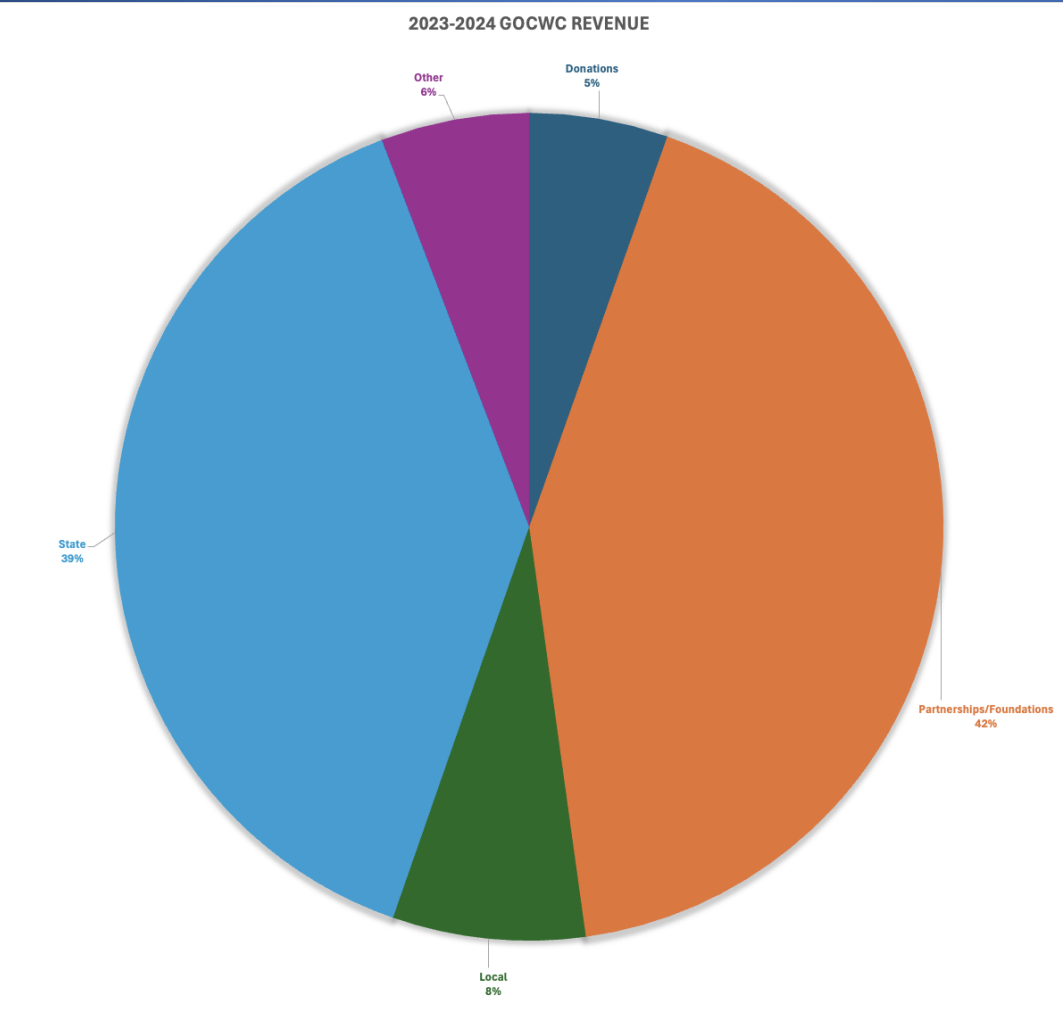
Our Mission

Greater Oregon City Watershed Council works with our community to restore fish and wildlife habitat, improve landscape resilience and inspire appreciation and stewardship of the remarkable natural abundance in the Abernethy, Beaver and Parrot Creek watersheds.

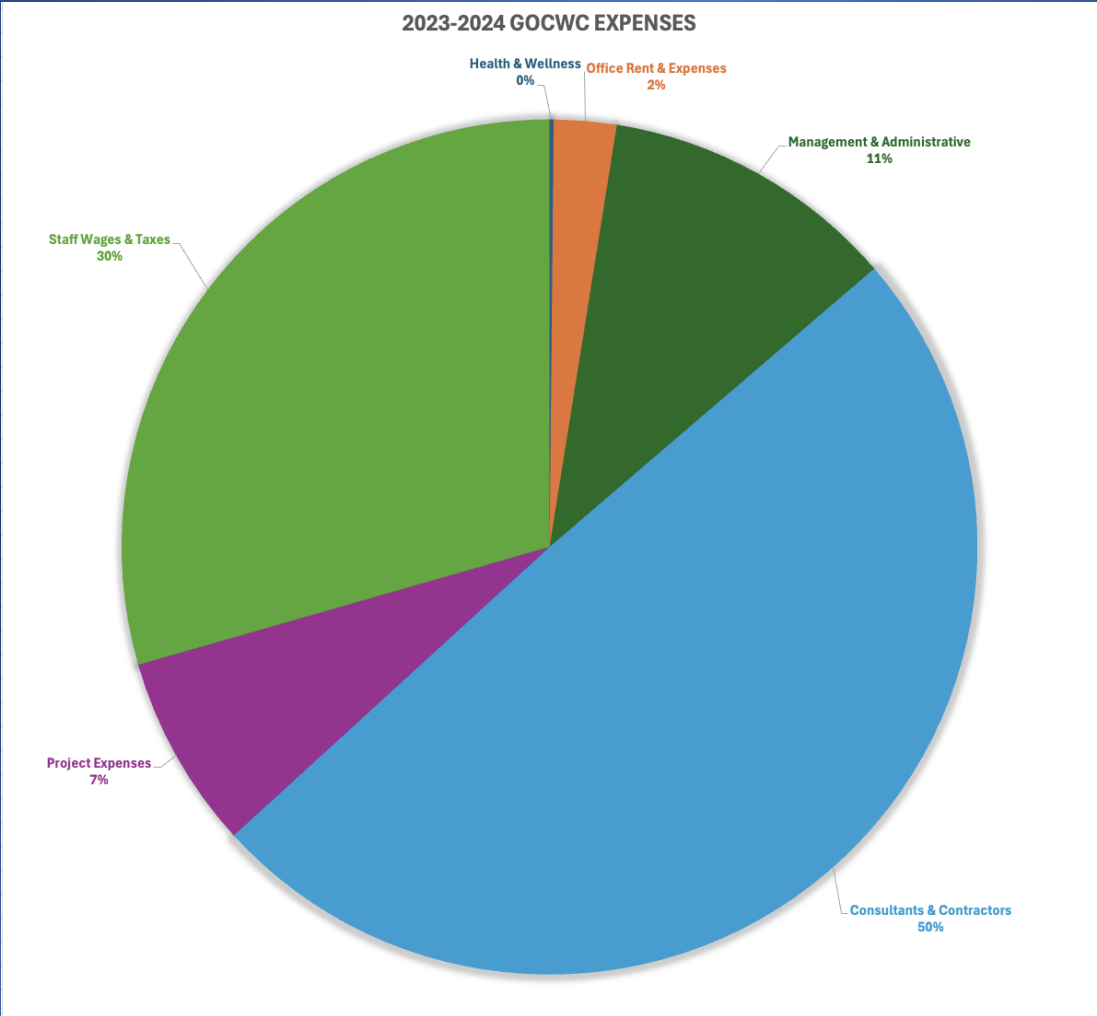
Our Goals

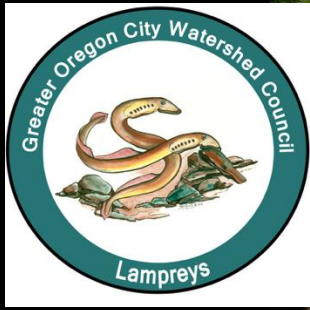
- Our restoration actions measurably improve habitat and water quality within our watersheds.
- We engage, inform and collaborate with our community to deepen our collective knowledge, understanding and commitment to the watersheds in our care.
- Stable, sustainable partnerships and revenue support GOCWC's programs, operations, and administration.
- The size and function of our staff, board, and operations match the needs of our goals and programs.

Financial support and expenditures 2023 - 2024



- Project and Capacity funding through Oregon Watershed Enhancement Board, NOAA, and other private funders.
- Partnerships with Clackamas Partnership, Oregon City, and other watershed councils have increased project scale and scope.
- Sub-contracts and work with consultants supports a limited staff.





Restoring Our Waterways and Building Community



CITY OF OREGON CITY

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

Staff Report

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

SUBJECT:

Item 7.a. - Resolution No. 25-34 Authorizing Acquisition of Property and Property Interests Through Eminent Domain Related to the Construction of the Downtown Quiet Zone Project (CI 22-015)

STAFF RECOMMENDATION:

Approve Resolution No. 25-34, authorizing acquisition of property and property interests through eminent domain related to the construction of the Downtown Quiet Zone Project (CI 22-015).

EXECUTIVE SUMMARY:

The construction of the Downtown Quiet Zone requires several improvements at the 10th Street/Singer Hill Road crossing, as well as the 11th Street pedestrian crossing. To proceed, property must be acquired, beginning with the adoption of Resolution No. 25-34.

BACKGROUND:

Oregon state law (ORS 35.235) requires that parties authorized by law to acquire property through condemnation must first adopt a resolution stating the necessity and the public purpose of the property acquisition. The proposed resolution would authorize the City to acquire the necessary property in support of the Downtown Quiet Zone Project (CI 22-015), which is intended to enhance safety at rail crossings and reduce train horn noise in the downtown area.

Several improvements are required for the Downtown Quiet Zone Project to meet federal safety standards and reduce train horn noise. These improvements include relocating the existing sidewalk and constructing a new pedestrian crossing and relocation of the railroad crossing arms control cabinet at the 10th Street/Singer Hill Road crossing. Additionally, pedestrian safety improvements will occur at the 11th Street pedestrian crossing.

To construct these improvements, the City needs to acquire approximately 399 square feet (SF) of permanent easement for sidewalk, approximately 179 SF of permanent easement for highway right of way purposes, and approximately 4,771 SF of temporary easement for work areas from a total of 3 properties. All property interests are shown in Exhibit 1: Project Acquisition Maps; Exhibit 2: Property Acquisition Summary; and legally described and shown in Exhibits 3 through 5. These legal descriptions are believed to involve the least amount of property necessary for the construction of the project. Although these legal descriptions are considered to be reasonably accurate at this stage of design, modifications may need to

occur depending on final design details and site conditions. The City Engineer will verify and approve the final legal descriptions for all areas to be taken through Eminent Domain.

Universal Field Services, acting as an agent for the Oregon Department of Transportation (ODOT), has already sent letters to the owners of these properties to notify them that the project may require part of their property or certain property rights. Once formal authorization is granted, Universal Field Services will contact each property owner directly to begin the formal acquisition process. During this process, property owners will receive detailed information about what the acquisition involves, the timeline, and their rights.

OPTIONS:

1. Approve Resolution No. 25-34 Authorizing Acquisition of Property and Property Interests Through Eminent Domain Related to the Construction of the Downtown Quiet Zone Project (CI 22-015).
2. Approve Resolution No. 25-34 Authorizing Acquisition of Property and Property Interests Through Eminent Domain Related to the Construction of the Downtown Quiet Zone Project (CI 22-015) with Amendments.
3. Deny Resolution No. 25-34 Authorizing Acquisition of Property and Property Interests Through Eminent Domain Related to the Construction of the Downtown Quiet Zone Project (CI 22-015) and provide further direction.

BUDGET IMPACT:

Amount \$

Fiscal Year(s):

Funding Source(s):

RESOLUTION NO. 25-34

A RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY AND PROPERTY INTERESTS THROUGH EMINENT DOMAIN RELATED TO THE CONSTRUCTION OF THE DOWNTOWN QUIET ZONE PROJECT (CI 22-015)

WHEREAS, the Downtown Quiet Zone Project (CI 22-015) (the “Project”), as shown in Exhibit 1 will include roadway and safety improvements to make the corridor safer for vehicles, bicyclists, pedestrians, and transit users; and

WHEREAS, to construct the Project, the City needs to acquire property and property interests as identified in Exhibit 1 Property Acquisition Maps, and Exhibit 2 Property Acquisition Summary, and as are legally described in Exhibits 3 through 5, attached hereto and incorporated herein; and

WHEREAS, the areas proposed for acquisition represent the minimum property necessary to complete the improvements; and

WHEREAS, several improvements are required for the Downtown Quiet Zone Project to meet federal safety standards and reduce train horn noise; to include relocating the existing sidewalk and constructing a new pedestrian crossing on the property at 922 Main Street; and relocating the railroad crossing arms control cabinet onto the property at 1002 Main Street; and

WHEREAS, the acquisition of the properties is essential for the construction and completion of the Downtown Quiet Zone Project, and upon completion, the improvements will enhance safety for vehicles, bicyclists, pedestrians, and transit users, reduce train horn noise, and provide lasting public benefits, and the acquired areas will be dedicated to public use; and

WHEREAS, the City of Oregon City may exercise the power of eminent domain pursuant to City Charter Chapter IX, Section 36 - Condemnation, ORS 223.005 - 223.015, ORS 223.930, ORS Chapter 35, and other applicable laws of the State of Oregon generally, when deemed necessary by the City’s governing body to accomplish public purposes; and

WHEREAS, the City of Oregon City has the responsibility to provide safe transportation routes that facilitate commerce, promote convenience, and adequately serve the traveling public; and

WHEREAS, the Downtown Quiet Zone Project has been planned in accordance with appropriate engineering standards for the construction, maintenance, or improvement of transportation infrastructure to minimize property damage, enhance transportation efficiency, and safeguard travel; and

WHEREAS, to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in Exhibits 3-5 attached to this Resolution and, by this reference incorporated herein.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The foregoing statements of authority and need are, in fact, the case. The property for which acquisition is sought is necessary in public interest and has been planned, designed, located, and will be constructed in a manner most compatible with the greatest public good and the least private injury.

Section 2. The power of eminent domain is hereby exercised with respect to each of the interests in property described herein and attached hereto. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law.

Section 3. The Oregon Department of Transportation and the Attorney General are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the City Commission.

Section 4. The City of Oregon City expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

Section 5. This resolution shall take effect immediately upon its adoption by the City Commission.

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

Denyse McGriff, Mayor

Attested to this 5th day of November 2025:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

MAIN ST

11TH ST

10TH ST

SINGER HILL RD

File 1
Temp. Const. Ease.
1661 SQFT

File 1
Perm. Sidewalk Ease.
399 SQFT

File 2
Temp. Const. Ease.
2160 SQFT

File 2
Perm. Sidewalk Ease.
179 SQFT

File 3
Temp. Const. Ease.
950 SQFT

Resolution No. 25-34

Exhibit 2

Downtown Quiet Zone Property Acquisition Summary

File #	Property Owner(s)	Tax Map & Lot	Acquisition Type	Area
10069-001	City of Oregon City Urban Renewal Agency	22E 31AB 3200	Permanent Easement for Sidewalk	399 SF
10069-001	City of Oregon City Urban Renewal Agency	22E 31AB 3200	Temporary Easement for Work Area	1,661 SF
10069-002	Kristine C. Keele, Successor Trustee of the Robert H. Klossen Revocable Living Trust	22E 31AB 2200	Permanent Easement for Highway Right of Way Purposes	179 SF
10069-002	Kristine C. Keele, Successor Trustee of the Robert H. Klossen Revocable Living Trust	22E 31AB 2200	Temporary Easement for Work Area	2,160 SF
10069-003	Clackamas County	22E 31AA 15601	Temporary Easement for Work Area	950 SF

EXHIBIT A - Page 1 of 2

File 10069-001
Drawing S_K23491
May 23, 2025

PARCEL 1 - Permanent Easement for Sidewalk

A parcel of land, as shown on attached Exhibit "B", lying in the Northeast One-Quarter of Section 31, Township 2 South, Range 2 East, of the Willamette Meridian, being a portion of Block 22, OREGON CITY, in the City of Oregon City, Clackamas County, Oregon, and being a portion of that property described in that the bargain and sale deed recorded October 26, 2001, as Recorder's No. 2001-088835, Clackamas County Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Southwesterly side of the centerline of 10th Street, which centerline is described as follows:

Beginning at the intersection of the centerlines of Main Street and 10th Street, said point being 10th Street centerline station 0+00.00, said point bearing North 54°53'40" East 334.43 feet of a tack in concrete in a monument box at the intersection of centerlines of Main Street and 9th Street; thence South 35°06'20" East 240.00 feet to 10th Street centerline station 2+40.00

The width in feet of said strip of land is as follows:

Station	T	Station	Width on Right Side of Center Line
1+56.69		1+69.40	30.00' to 55.13'
1+69.40		1+90.00	55.13' to 57.57'

Bearings are based on the centerline of Main Street from the aforementioned centerline monument as calculated from GNSS observations using the Oregon Coordinate Reference System, Portland Zone for the horizontal datum.

Contains in all 399 square feet more or less, outside the existing right of way.

Parcel 2 –Temporary Easement For Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land, as shown on attached Exhibit "B", lying in the Northeast One-Quarter of Section 31, Township 2 South, Range 2 East, of the Willamette Meridian, being a portion of Block 22, OREGON CITY, in the City of Oregon City, Clackamas County, Oregon, and being a portion of that property described in that the bargain and sale deed recorded October 26, 2001, as Recorder's No. 2001-088835, Clackamas County Records; the said

EXHIBIT A - Page 2 of 2

File 10069-001
Drawing S_K23491
May 23, 2025

parcel being that portion of said property included in a strip of land variable in width, lying on the Southwesterly side of the centerline described in Parcel 1

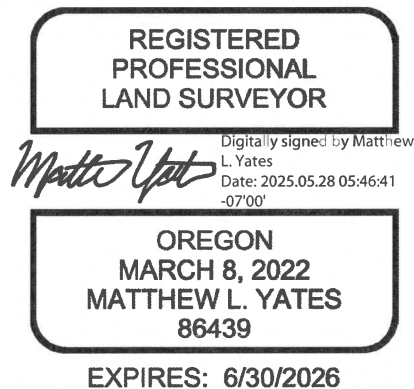
The width in feet of said strip of land is as follows:

Station	T	Station	Width on Right Side of Center Line
0+30		1+50.54	40.00'
1+50.54		1+62.89	40.00' to 64.43'
1+62.89		1+90.00	64.43' to 67.64'

EXCEPT that portion which lies in the above described Parcel 1.

Bearings are based on the centerline of Main Street from the tack in concrete in a monument box at the intersection of centerlines of Main Street and 9th Street as calculated from GNSS observations using the Oregon Coordinate Reference System, Portland Zone for the horizontal datum.

Contains in all 1,661 square feet more or less, outside the existing right of way.



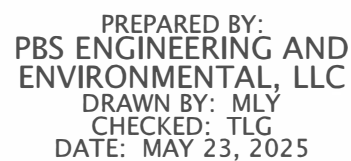


EXHIBIT A - Page 1 of 2

File 10069-002
Drawing S_K23491
May 23, 2025

PARCEL 1 - Permanent Easement for Highway Right of Way Purposes

A parcel of land, as shown on attached Exhibit “B”, lying in the Northeast One-Quarter of Section 31, Township 2 South, Range 2 East, of the Willamette Meridian, being a portion of Block 21, OREGON CITY, in the City of Oregon City, Clackamas County, Oregon, and being a portion of that property described in that the statutory warranty deed recorded July 30, 20224, as Recorder’s No. 2024-027884, Clackamas County Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Northeasterly side of the center line of 10th Street, which centerline is described as follows:

Beginning at the intersection of the centerlines of Main Street and 10th Street, said point being 10th Street centerline station 0+00.00, said point bearing North 54°53’40” East 334.43 feet of a tack in concrete in a monument box at the intersection of centerlines of Main Street and 9th Street; thence South 35°06’20” East 240.00 feet to 10th Street centerline station 2+40.00

The width in feet of said strip of land is as follows:

Station	T	Station	Width on Left Side of Center Line
1+42.18		1+70.00	38.00'

Bearings are based on the centerline of Main Street from the aforementioned centerline monument as calculated from GNSS observations using the Oregon Coordinate Reference System, Portland Zone for the horizontal datum.

Contains in all 179 square feet more or less, outside the existing right of way.

Parcel 2 –Temporary Easement For Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land, as shown on attached Exhibit “B”, lying in the Northeast One-Quarter of Section 31, Township 2 South, Range 2 East, of the Willamette Meridian, being a portion of Block 21, OREGON CITY, in the City of Oregon City, Clackamas County, Oregon, and being a portion of that property described in that the statutory warranty deed recorded July 30, 20224, as Recorder’s No. 2024-027884, Clackamas County Records; the said parcel

EXHIBIT A - Page 2 of 2

File 10069-002
Drawing S_K23491
May 23, 2025

being that portion of said property included in a strip of land variable in width, lying on the Northeasterly side of the centerline described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	T	Station	Width on Left Side of Center Line
0+86.49		1+70.00	60.41'

EXCEPT that portion which lies in the above described Parcel 1.

Bearings are based on the centerline of Main Street from the tack in concrete in a monument box at the intersection of centerlines of Main Street and 9th Street as calculated from GNSS observations using the Oregon Coordinate Reference System, Portland Zone for the horizontal datum.

Contains in all 2,160 square feet more or less, outside the existing right of way.



EXHIBIT "B"
File No. 10069-002

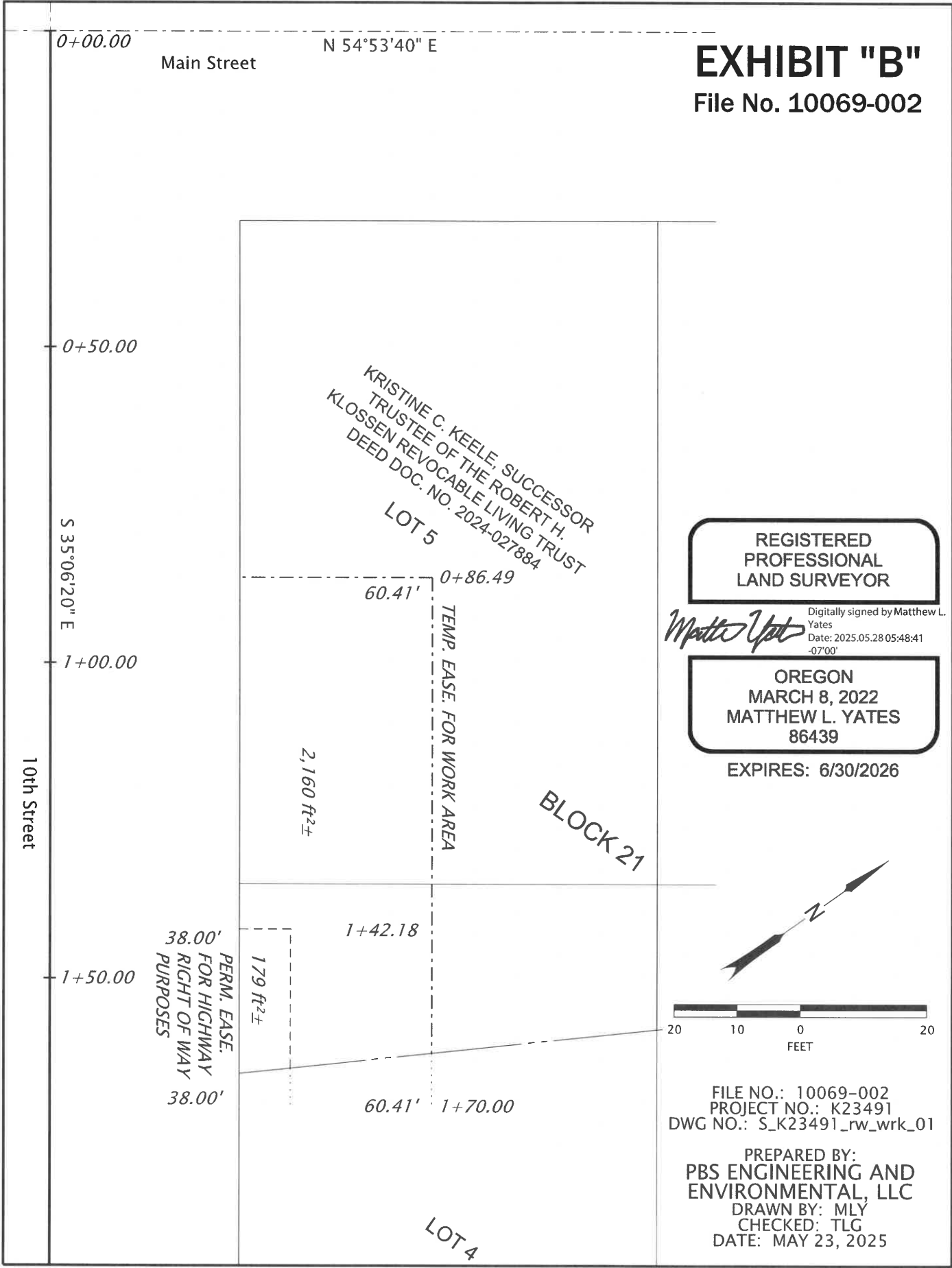


EXHIBIT A - Page 1 of 1

File 10069-003
Drawing S_K23491
May 23, 2025

Parcel 1 –Temporary Easement For Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land, as shown on attached Exhibit "B", lying in the Northeast One-Quarter of Section 31, Township 2 South, Range 2 East, of the Willamette Meridian, being a portion of Lot 1 of Block 20, OREGON CITY, in the City of Oregon City, Clackamas County, Oregon, and being a portion of that property described in that the bargain and sale deed recorded September 16, 1992, as Recorder's No. 92-057879, Clackamas County Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Southwesterly side of the centerline of 9th Street, which centerline is described as follows:

Beginning at the intersection of the centerlines of Main Street and 11th Street, said point being 11th Street centerline station 0+00.00, said point bearing North 54°53'40" East 744.82 feet of a tack in concrete in a monument box at the intersection of centerlines of Main Street and 9th Street; thence South 54°39'21" East 271.29 feet to 11th Street centerline station 2+71.29

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Right Side of Center Line
1+40		1+67.43	63.27' to 69.89'
1+67.43		1+77.06	69.89' to 30.00'

Bearings are based on the centerline of Main Street from the aforementioned centerline monument as calculated from GNSS observations using the Oregon Coordinate Reference System, Portland Zone for the horizontal datum.

Contains in all 950 square feet more or less, outside the existing right of way.

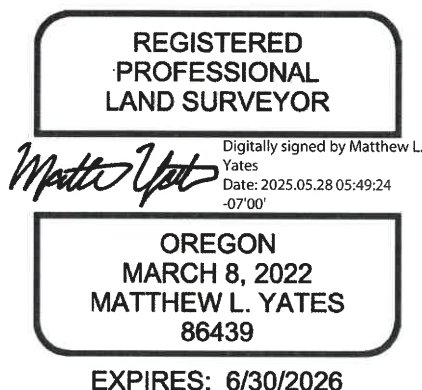
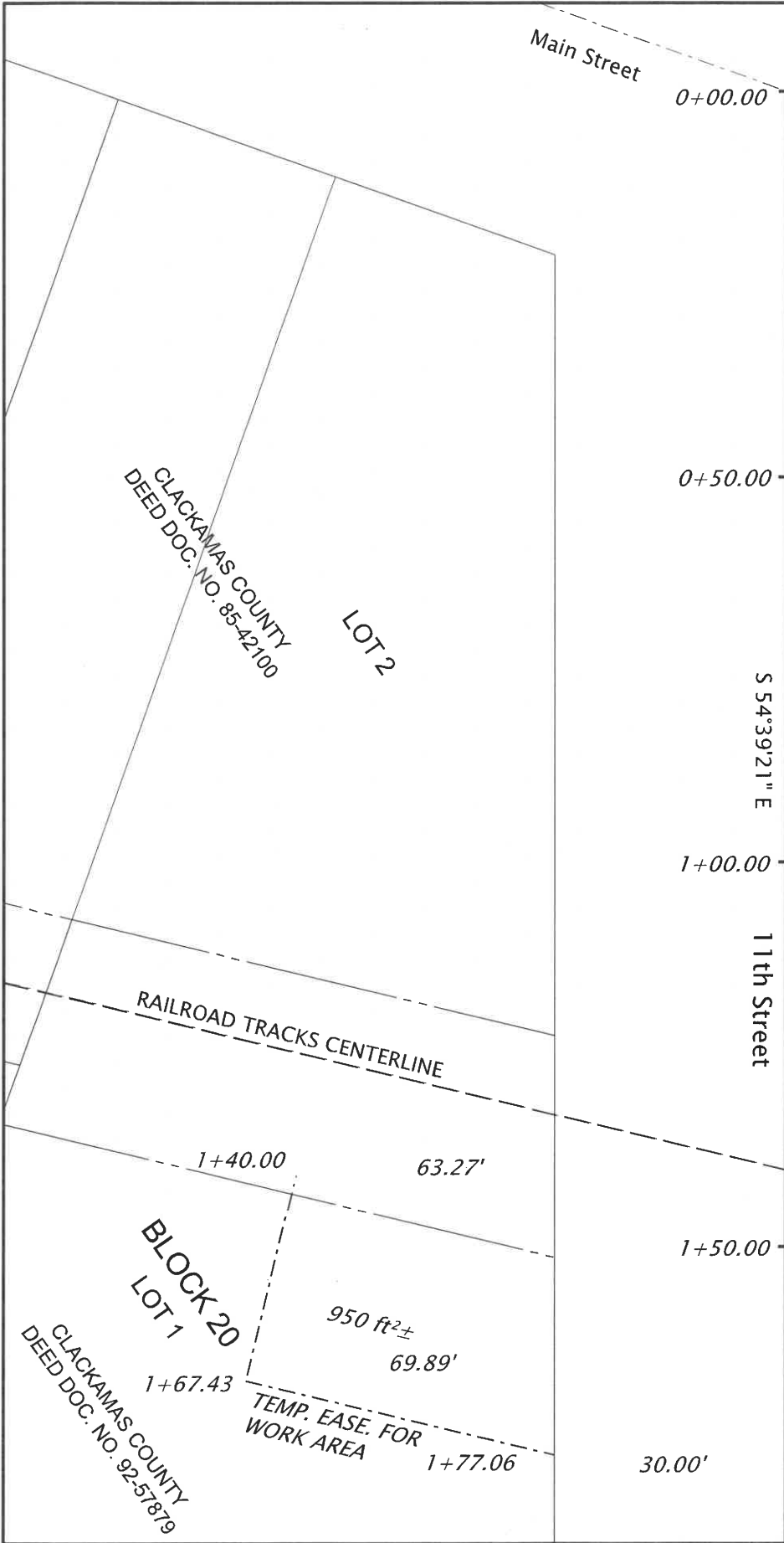


EXHIBIT "B"
File No. 10069-003

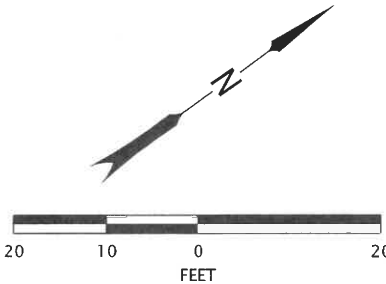


REGISTERED
PROFESSIONAL
LAND SURVEYOR

Matthew Yates
Digitally signed by Matthew L. Yates
Date: 2025.05.28 05:49:52 -07'00'

OREGON
MARCH 8, 2022
MATTHEW L. YATES
86439

EXPIRES: 6/30/2026



FILE NO.: 10069-003
PROJECT NO.: K23491
DWG NO.: S_K23491_rw_wrk_01

PREPARED BY:
PBS ENGINEERING AND
ENVIRONMENTAL, LLC
DRAWN BY: MLY
CHECKED: TLG
DATE: MAY 23, 2025



CITY OF OREGON CITY

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

Staff Report

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

SUBJECT:

Item 7.b. - Personal Services Agreement with RH2 Engineering, Inc. for McLoughlin Neighborhood Waterline Replacement Project WIFIA 2-4 (CI 25-006)

STAFF RECOMMENDATION:

Award the Contract and Authorize the City Manager to Execute the Personal Services Agreement with RH2 Engineering, Inc. in the Amount of \$359,473.00 for Design Services, Preparation of Bid Documents, and Construction Services for the McLoughlin Neighborhood Waterline Replacement Project WIFIA 2-4 (CI 25-006).

EXECUTIVE SUMMARY:

This project will replace approximately 220 feet of old 4-inch cast iron pipe with new 8-inch ductile iron pipe on 6th Street, between Center Street and Washington Street. It will also replace approximately 1,950 feet of old 10-inch cast iron, lead-jointed pipe with new 12-inch ductile iron pipe on 4th Street, Washington Street and 3rd Street, between Monroe Street and High Street. In addition, new water services and fire hydrants will be installed.

BACKGROUND:

The pipe replacement on 6th Street will complete the waterline replacement, between High Street and Jefferson Street, and add more capacity to the distribution system and improve fire flows. The pipe replacement on 4th Street, Washington Street and 3rd Street will replace the final section of very old 10-inch cast iron pipe that feeds water to the Lower Pressure Zone located in downtown. This pipe has had numerous leaks over the past several years.

The attached scope of work (Exhibit A) outlines the detail in which the project will move forward through the design process, solicitation of bids, and construction phase. The project is scheduled to be in design throughout the winter of 2025/26, go out to bid in the spring of 2026 and be constructed during the summer and fall of 2026.

On August 18 and 20, 2025, a request for proposals for professional engineering services and construction management services for the McLoughlin Neighborhood Waterline Replacement Project 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 September 10, 2025, and seven (7) proposals were received. A selection committee reviewed the proposals and determined that RH2 Engineering, Inc. was the most qualified proposer.

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 RH2 Engineering, Inc. for McLoughlin Neighborhood Waterline Replacement Project WIFIA 2-4 (CI 25-006).
2. Approve Personal Services Agreement with RH2 Engineering, Inc. for McLoughlin Neighborhood Waterline Replacement Project WIFIA 2-4 (CI 25-006) with Amendments.
3. Deny Personal Services Agreement with RH2 Engineering, Inc. for McLoughlin Neighborhood Waterline Replacement Project WIFIA 2-4 (CI 25-006) and provide further direction.

BUDGET IMPACT:

Amount	\$359,473.00
Fiscal Year(s):	2025/26 & 2026/27
Funding Source(s):	Water Fund / WIFIA

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

MCLOUGHLIN NEIGHBORHOOD WATERLINE REPLACEMENT PROJECT WIFIA 2-4 (CI 25-006)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **RH2 ENGINEERING, INC.** ("Consultant").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2026**, 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 **three hundred fifty-nine thousand, four hundred seventy-three dollars (\$359,473.00)**.

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

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

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

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

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

To the City:

City of Oregon City
13895 Fir Street
Oregon City, OR 97045
Attention: Dayna Webb, P.E.

To Consultant:

RH2 ENGINEERING, INC.
2 Centerpointe Drive, Ste. 325
Lake Oswego, OR 97035
ATTENTION: Kyle Pettibone

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

CONSULTANT NAME

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: November 5, 2025

Title: City Manager

Dated:
APPROVED AS TO LEGAL
SUFFICIENCY

By: _____

Name: _____

Title: City Attorney

EXHIBIT A
Scope of Work
City of Oregon City
McLoughlin Waterline Replacement
Project No. CI 25-006 (WIFIA 2-4)
October 2025

Background

The City of Oregon City (City) has requested that RH2 Engineering, Inc., (RH2) provide engineering design services, services during bidding, and services during construction for the replacement of the existing, aging, cast iron waterline piping on sections of 3rd, 4th, and 6th Streets, as well as a portion of Washington Street, along with associated water and fire hydrant services in the McLoughlin Neighborhood. The City has received Water Infrastructure Finance and Innovation Act (WIFIA) funds for this project.

The project includes the design and construction of the following:

- Approximately 220 linear feet (lf) of 8-inch ductile iron (DI) waterline on 6th Street between Center Street and Washington Street.
- Approximately 500 lf of 12-inch DI waterline on 3rd Street between High Street and Washington Street.
- Approximately 1,100 lf of 12-inch DI waterline on 4th Street between Washington Street and Monroe Street.
- Approximately 315 lf of 12-inch DI waterline on Washington Street between 3rd Street and 4th Street.
- Approximately five (5) new fire hydrant assemblies.
- Approximately forty-one (41) new water services.
- Approximately ten (10) waterline reconnections to the existing water system.

This Scope of Work has been prepared based on discussions with City staff.

Project Understanding and Assumptions

The following outlines RH2's understanding of the City's responsibilities and the overall project goals and requirements. Assumptions used in preparing this Scope of Work are also identified as appropriate.

The City will be responsible for the following:

- Provide a project manager who is responsible for overall project management and will provide coordination between RH2 and the City.

- Establish the work scope and design parameters for the project, including related standards.
- Provide RH2 copies of all available, relevant City utility as-built plans, topographical maps, reports, and studies pertinent to the project.
- Provide RH2 with GIS technical support, including a base map developed from coordinating geometry with aerial photography and topographic contours.
- Provide RH2 with the City's standard drafting frame, title block, and *Drafting Standards Manual*.
- Provide RH2 with digital copies of the City's standard construction specifications, details, and front-end bidding documents.
- Provide timely review and comment on all reports, drawings, and specifications submitted by RH2 to the City for review and approval.
- Coordinate, submit, and pay for applications for any required permits. *RH2 may be requested to contribute project information for such applications as described in this Scope of Work.*
- Maintain records and process consultant invoices.
- Provide legal review of all construction contracts, bid forms, and real property.
- Provide notifications, as necessary, to the public, businesses, and residences regarding the nature and timing of the work to be completed, including water system shutdown notices and any sewer system disruptions.
- Advertise and manage the bidding process for construction contract execution. *RH2 will reply to questions from potential bidders as described in this Scope of Work.*

In preparing this Scope of Work, the following assumptions were made:

- *It is assumed that improvements will be constructed within the developed right-of-way (ROW).*
- *It is anticipated that trench restoration requirements associated with the waterline project will be a Modified Standard per City Pavement Restoration Standards for collector and arterial streets. This applies to the High Street, Center Street, and Washington Street intersections.*
- *The City may require additional areas of pavement restorations on certain streets and intersections beyond the standard trench patch/T-cut restoration due to poor existing pavement conditions.*
- *It is assumed that there will not be any sidewalk ramp replacement required for the project.*
- *It is assumed that there are no contaminated soils that need to be investigated and addressed.*
- *It is assumed that project meetings will be approximately one (1) to two (2) hours in duration and will be held through a virtual meeting platform.*

- *RH2 will rely upon the accuracy and completeness of any data, information, and materials generated or produced by the City or others in relation to the work. RH2 is not responsible for site safety, or for determining means and methods or directing the contractor in their work.*
- *Deliverables will be provided in electronic format (PDF) unless otherwise noted.*

Task 1 – Project Management

Objective: Provide coordination of the RH2 project team, including regular communication with City staff, periodic progress reporting, monthly billing, and updates on project scope, schedule, and budget.

Approach:

- 1.1 Provide Project Administration and Reporting: Provide project management services for the duration of the project, including staff scheduling, recordkeeping, and filing. Provide support to address WIFIA program reporting requirements related to RH2's work. Provide monthly billing invoices, including a detailed breakdown of staff hours billed by task, a summary of expenditures, percentage complete by task, and budget remaining per task. Coordinate with the City's project manager regularly to discuss project and task status.
- 1.2 Prepare and Maintain Project Schedule: Prepare and maintain the overall project schedule, including RH2 staff, subconsultants, and other resources. *It is assumed that the project schedule will be developed at project initiation and will be reviewed and revised at the 60-percent and 90-percent design milestones, in conjunction with City reviews.*
- 1.3 Attend Project Kick-Off Meeting: Prepare for and attend one (1) project kick-off meeting with City staff to discuss the initial design and waterline layout. Prepare meeting agenda and minutes.

RH2 Deliverables:

- Monthly invoices.
- Project schedule at kick-off, 60-percent, and 90-percent milestones.
- Attendance at kick-off meeting. Meeting agenda and minutes.

Task 2 – Topographic Survey

Objective: Obtain and review as-built drawings. Coordinate with a professional land surveyor to obtain a topographic survey and prepare a base map of the project area. Coordinate with surveyor

to also lay out geotechnical probe locations, prepare traffic control plan, and prepare a Pre-Construction Record of Survey.

Approach:

- 2.1 Perform Topographic Site Survey and Prepare Base Map: Coordinate with a professional land surveyor, Compass Land Surveyors, Inc., (Compass), as a subconsultant to RH2, to perform a topographic survey of surface features, monumentation, marked utilities, property lines, and ROWs of the proposed alignment. *It is anticipated that property lines and ROWs will be calculated with an anticipated level of accuracy of approximately 0.2 feet. Due to the nature of the project, it is likely that monuments will be disturbed by construction related to this project. A Pre-Construction Record of Survey and Post-Construction Record of Survey are included within this Scope of Work.* Coordinate with Compass and respond to questions. Review and format survey data for design use. Obtain and review as-built drawings and perform one (1) site visit to compare survey information with field conditions. Update plans based on site visit. *Horizontal positions will be based upon Oregon State Plane Coordinates, North Zone 83(2011), and elevations will be based upon NAVD88. Compass will provide Right-of-Entry Notification by first class mail to property owners whose property may need to be accessed for purposes of conducting field survey work. Compass will coordinate with the Oregon Utility Notification Center to have utility locates painted on the ground before the survey and geotechnical investigation.*
- 2.2 Lay Out Geotechnical Probe Locations: Coordinate with Compass to pre-mark the geotechnical probe locations on the ground for the geotechnical investigation. Pre-mark the location of forty (40) geotechnical probes with paint along the proposed pipeline alignment after the preliminary design has been completed.
- 2.3 Traffic Control Geotechnical Probe Lay Out and Manhole Pipe Data: Compass will engage the services of D&H Flagging, Inc., to prepare a Traffic Control Plan, obtain City approval, and provide subsequent traffic control flagging as may be required during the survey and geotechnical probe marking efforts. *It is assumed that traffic control will not be required for survey work outside of the traveled roadway, but it will be required for any survey work requiring the physical presence of the surveyors in the traveled roadway portion of the public streets.*
- 2.4 Prepare Pre-Construction Record of Survey: Coordinate with Compass to prepare and file a Pre-Construction Record of Survey with the Clackamas County Surveyor's office showing the monuments of record found along the project corridor, which may be subject to disturbance by the proposed improvements. The Pre-Construction Record of Survey will show the location of the monuments found along the project corridor and will be used as the basis for the Post-Construction Record of Survey once construction has been completed.

Assumptions:

- *Right-of-way permits are not required.*

Provided by City:

- As-built (record) drawings for existing subsurface utilities.

RH2 Deliverables:

- Topographical survey and base maps for the project area in electronic DWG and PDF.
- Traffic Control Plan.
- Pre-Construction Record of Survey.

Task 3 – Geotechnical Investigation

Objective: Obtain and review background information relevant to the design. Conduct geological investigations, including geotechnical probe investigations, and prepare a technical memorandum describing anticipated conditions to support the project's design and construction.

Approach:

- 3.1 Perform Engineering Geology Investigation and Reporting: Perform a review of existing geologic data that is readily available either online and/or from previous reports, and advise the design team of specific areas needing field exploration. Perform a field reconnaissance of the proposed alignment to observe visible indicators of geologic issues or concerns, specifically related to shallow bedrock and boulders. Coordinate with Holt Services, Inc., (Holt) as a geotechnical drilling subconsultant to conduct approximately forty (40) geotechnical probe explorations at approximately 50-foot intervals to identify the top of bedrock/boulders along the proposed waterline alignment.

Coordinate with Holt and the City to locate subsurface utilities via the Oregon Utility Notification Center. Observe field explorations and prepare a brief technical memorandum summarizing field observations and probing results. Coordinate with the RH2 design team and City staff to incorporate findings and recommendations into the design. *Field work associated with the geotechnical probe explorations is expected to require approximately three (3) days with traffic control.*

- 3.2 Traffic Control for Geotechnical Probes: Subcontract with D&H Flagging, Inc., to prepare a Traffic Control Plan, obtain City approval, and provide subsequent traffic control flagging as may be required for Holt. *Estimated costs include traffic control plan, and traffic control for three (3) days of field work.*

Assumptions:

- *Right-of-way permits are not required.*

Provided by City:

- Geotechnical reports and information in the vicinity of the project.

RH2 Deliverables:

- Engineering geology technical memorandum summarizing field observations and probing results.
- Traffic Control Plan.

Task 4 – Archaeological Services

Objective: Obtain and review background information relevant to the design. Coordinate with Archaeological Investigations Northwest, Inc., (AINW) to conduct investigations and prepare an archaeological survey and report to support the project's design and construction and WIFIA requirements. *This Task will be performed by AINW with limited support from RH2.*

Approach:

- 4.1 Perform Phase 1 Archaeological Survey: Review historic aerials and maps, data on file at the Oregon Archaeological Records and Remote Access online database, and other relevant photographs, maps, and documents regarding the environmental and cultural context of the project area.

Monitor geotechnical probes over two (2) days, including task administration, field mobilization and demobilization, preparing field notes, and downloading photographs.

Prepare a report that will include the results of the research and fieldwork and recommendations on whether monitoring should occur. A proposed Monitoring Plan will be provided as an appendix if needed.

Assumptions:

- *This is a WIFIA-funded project that may require archaeological monitoring during the construction phase by an archaeologist to support the project under the IDP. If archaeological monitoring is needed during the construction phase, services will be provided in accordance with the approved archaeological monitoring plan. The City has completed an IDP template and will seek archaeological services through this contract to support the plan if an inadvertent discovery occurs during construction.*
- *The City will manage and fund all archaeological services required for the project, except for the Phase 1 Archaeological Survey included in this Scope of Work.*

RH2 Deliverables:

- Draft and Final Archaeological Phase 1 report, including a Monitoring Plan, if recommended.

Task 5 – Utility Coordination

Objective: Perform utility coordination work related to the following franchise and private utilities: power, communications, gas, cable television, and other private utilities that may be present within the project limits. Confirm utility owners within the project limits and assist utility owners with identifying and addressing potential utility conflicts.

Approach:

- 5.1 Coordinate with Utility Owners and Distribute Project Information Letter: Identify utility contacts and prepare and distribute a project information letter to the involved utility companies to explain the nature of the work and anticipated project schedule. Maintain a record of correspondence with utility companies.
- 5.2 Identify Potential Utility Conflicts and Coordinate Utility Potholing: Coordinate with the City and utility owners to help identify potential utility conflicts relevant to the preparation of the 60-percent design drawings. Prepare and distribute notice of potential utility conflict letters and preliminary design drawings, and coordinate with utility owners to obtain pothole information.
- 5.3 Coordinate with Utility Owners Regarding Conflicts: Prepare and distribute notice of utility conflict letters and 90-percent design plans to impacted utility owners. Coordinate and assist utility owners with addressing potential conflicts by either relocation, adjustments, or protection of the existing utility. Notify utility owners of the schedule for utility relocations or adjustments.
- 5.4 Notify Utility Owners of Construction: Prepare and distribute a construction information letter to the involved utility owners.

Assumptions:

- *It is anticipated that the majority of potential utility conflicts can be avoided with reasonable and timely cooperation from the impacted utility owners. Affected utilities will be responsible for potholing their facilities, as requested, to assist in developing designs that avoid their facilities to the extent practical and will be responsible for developing their relocation designs to accommodate the project.*
- *City utilities include water, sanitary sewer, and storm sewer facilities. It is assumed the City will locate its utilities by potholing or other means as deemed necessary to resolve conflicts in the construction of the project. A private potholing company may be required.*

- *Video inspections of storm and sanitary sewer mains and the associated laterals may be required to confirm conflicts with the proposed waterline alignment and will be coordinated with City operations to complete.*

RH2 Deliverables:

- Utility contact list and record of correspondence with utility owners.
- Project information letter(s) upon project initiation sent to each utility owner via the United States Postal Service (USPS) and email.
- Notice of potential utility conflict letter(s) sent via USPS to each affected utility owner with preliminary project drawings and detailed markups of potential conflict locations sent via email to each affected utility owner.
- Notice of utility relocation letter(s) sent via USPS to each affected utility owner with 90-percent project plans, and utility relocation and time schedule requirements sent via email to each affected utility owner.
- Project construction information letter(s) upon awarding the construction project sent to each utility owner via USPS and email.

Task 6 – 30-Percent Design

Objective: Prepare preliminary plans and an Engineer’s opinion of probable construction cost (OPCC) for the proposed waterline improvements.

Approach:

- 6.1 Prepare 30-Percent Design: Prepare preliminary design plans to the 30-percent design level with horizontal and vertical alignment detail of the waterline improvements based on the kick-off meeting and submit to the City for review. Preliminary connection points, possible utility conflicts, proposed geotechnical probe locations, proposed potholes/video inspections, and restoration issues will be included, as well as other details. Develop an OPCC for the preliminary design review submittal.
- 6.2 Attend 30-Percent Review Meeting: Submit and present 30-percent design, including preliminary plan/profile sheets, connection details, OPCC, and updated project schedule for the City’s review and comment. Attend one (1) review meeting with City staff and prepare meeting agenda and minutes.

Assumptions:

- *It is assumed that the City will provide review comments as written summary or as markups to the plans based on the 30-percent review meeting.*

Provided by City:

- Attendance at 30-percent review meeting. Written summary or markups on 30-percent design plans.

RH2 Deliverables:

- Preliminary plan and profile sheets at 1-inch equals 20 feet horizontal scale and 1-inch equals 5 feet vertical scale.
- Preliminary OPCC based on 30-percent design.
- Attendance at 30-percent review meeting. Meeting agenda and minutes.

Task 7 – 60-Percent Design

Objective: Develop 60-percent plans, technical specifications, and OPCC for the proposed waterline improvements.

Approach:

- 7.1 Prepare 60-Percent Design: Incorporate the City's 30-percent review comments and prepare design plans to the 60-percent design level with horizontal and vertical alignment detail of the waterline improvements for City review. Review utility investigations and conflicts and potholing/video results, if performed. Incorporate geotechnical probe data into the design. Include waterline connection points and other significant details. Confirm pavement restoration requirements with the City. Develop technical specifications and update the preliminary OPCC to reflect the 60-percent design level.
- 7.2 Attend 60-Percent Review Meeting: Submit and present 60-percent design, including preliminary plan/profile sheets, connection details, technical specifications, OPCC, and updated project schedule for the City's review and comment. Attend one (1) review meeting with City staff and prepare meeting agenda and minutes.

Assumptions:

- *Technical specifications will be prepared in Oregon Department of Transportation/American Public Works Association most recent format.*
- *It is assumed that the City will provide review comments as written summary or as markups to the plans and technical specifications based on the 60-percent review meeting.*

Provided by City:

- Attendance at 60-percent review meeting. Written summary or markups on 60-percent design plans and technical specifications.

RH2 Deliverables:

- 60-percent design plans.

- 60-percent design technical specifications.
- OPCC based on 60-percent design.
- Attendance at 60-percent review meeting. Meeting agenda and minutes.

Task 8 – 90-Percent Design

Objective: Develop 90-percent plans, technical specifications, and construction contract documents, and update the OPCC for the proposed improvements.

Approach:

- 8.1 Prepare 90-Percent Plans and Specifications: Incorporate the City's 60-percent review comments and prepare 90-percent design plans. The plans will include the final configurations for connections to the City's system, trench, bedding materials, backfill, compaction, and surface restoration, along with other supporting details and requirements for construction, testing, and permitting. Prepare construction contract documents to the 90-percent level, including general conditions and special requirements. Develop technical specifications to the 90-percent design level. Prepare a 90-percent OPCC for the proposed improvements.
- 8.2 Perform Quality Control Review: Perform internal quality assurance and quality control (QA/QC) review of the 90-percent plans and specifications.
- 8.3 Attend 90-Percent Review Meeting: Submit and present 90-percent design, including plans, specifications, OPCC, and updated project schedule for the City's review and comment. Attend one (1) review meeting with City staff and prepare meeting agenda and minutes.

Assumptions:

- *It is assumed that the construction contractor will be responsible for preparing the final traffic control and erosion control plans in accordance with City requirements.*
- *Construction contract documents will be prepared using the City's most recent standard forms.*
- *It is assumed that the City will provide review comments as written summary or as markups to the plans based on the 90-percent review meeting.*

Provided by City:

- Current construction contract documents in Microsoft Word.
- Attendance at 90-percent review meeting. Written summary or markups on 90-percent design plans and specifications.

RH2 Deliverables:

- 90-percent plans, technical specifications, and construction contract documents.

- OPCC based on 90-percent design.
- Updated project schedule.
- Attendance at 90-percent review meeting. Meeting agenda and minutes.

Task 9 – Bid-Ready Design

Objective: Develop bid-ready plans, technical specifications, and construction contract documents for the proposed improvements.

Approach:

- 9.1 Prepare Bid-Ready Plans and Specifications: Incorporate QA/QC and City 90-percent review comments and prepare plans and specifications for bidding and construction. Include Bid Item Table, and update WIFIA and archaeological required documents as requested. Finalize the OPCC based on the bid-ready design, update the project schedule, and present bid-ready documents and signed plans to the City for final review. Provide one (1) hardcopy of the bid-ready documents for use in the reproduction of bidding documents.

Assumptions:

- *This is a WIFIA-funded project that will require funding-specific front-end documents to be included in the bid documents. The City will provide the WIFIA documents to be included.*

Provided by City:

- WIFIA funding documents for incorporation into bid documents in Microsoft Word.

RH2 Deliverables:

- Construction contract documents, technical specifications, plans, and OPCC in PDF, Word, Excel, and AutoCAD formats.
- One (1) reproducible set of bidding documents in hardcopy format with half-size (11-inch by 17-inch) plan sheets.

Task 10 – Services During Bidding

Objective: Provide bidding assistance, as requested by the City, to respond to bidder questions, prepare addendum, conduct bidder evaluations, and recommend project award.

Approach:

- 10.1 Respond to Bidder Questions and Prepare Addendum: Respond to questions from bidders regarding construction plans, technical specifications, or construction contract conditions during the bidding process. Assist the City in preparing an addendum for plan holders if determined necessary by the City and RH2 during the bidding process.

10.2 Assist with Bid Opening and Bidder Evaluation: Develop a bid tabulation and provide a letter of recommendation for award. *RH2 will not attend the bid opening.*

Assumptions:

- *It is assumed that up to one (1) addendum may be needed.*
- *It is assumed that no special prequalification will be required of bidders or contractors.*
- *It is assumed that the City will take the lead in the bid administration and award phase, coordinate the advertisement, and pay any applicable fees. The City is responsible for construction contract execution.*
- *RH2 will perform the services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*

RH2 Deliverables:

- Responses to bidders' questions via phone and email.
- Assistance with one (1) addendum, as requested.
- Bid tabulation and letter of recommendation for award.

Task 11 – Services During Construction

Objective: Provide construction contract administration services during project construction to support the City. Provide construction observations as the engineer of record to review whether those elements of construction that are observed by RH2 conform to the project plans and specifications.

Approach:

- 11.1 Attend Pre-Construction Conference: Prepare for and attend the pre-construction conference with the contractor, City, special inspector, and impacted or adjacent utilities. Prepare an agenda and meeting minutes for the pre-construction conference.
- 11.2 Review Clarifications and Change Orders: Review written requests for information (RFIs) and change order proposals and provide written responses to the City. *Review is assumed to include one (1) change order and three (3) RFIs.*
- 11.3 Review Submittals: Review contractor submittals, shop drawings, and field testing per the project documents. Coordinate with the City regarding substitute and “or-equal” items proposed for use by the contractor. *Submittal review is assumed to be six (6) submittals with 30-percent resubmittal, including the project schedule and schedule updates. This assumes most submittals will include multiple items for review.*

- 11.4 Perform Field Observations, Construction Meetings, and Final Walkthrough: Provide full-time (85-percent) observation of the construction work in progress per the plans, specifications, and City standards. *Full-time construction observation includes, on average, approximately thirty-four (34) hours per week for sixteen (16) weeks of construction.* Provide construction observation reports for each site visit at weekly progress meetings. Coordinate with the contractor and City inspectors to provide construction observation at critical stages of construction and as requested by the City. *The contractor will retain and coordinate with testing firm(s) for all special inspections.* Meet with the City and contractor every two (2) weeks to review the contractor's progress. Prepare meeting agendas and minutes. Review and recommend contractor requests for payment. Assist the City with project closeout services, including a final walkthrough, production of a punchlist, and review of punchlist completion. Prepare a letter of recommendation for project acceptance.
- 11.5 Prepare Record Drawings: Prepare record drawings representative of the as-constructed project. Complete record drawings based on contractor, RH2, and City inspector markups to the as-bid drawings. *Special inspections completed by the contractor will be included as requested. Record drawings will be completed per City standards.*
- 11.6 Prepare Post-Construction Record of Survey: Coordinate with Compass to prepare and file a Post-Construction Record of Survey, if needed, with the Clackamas County Surveyor's office showing the monuments of record found along the project corridor that were disturbed or destroyed by construction activities. *Following the completion of construction, Compass will dispatch a field technician to the site to determine if any original monuments have been disturbed as identified during the Pre-Construction Record of Survey preparation. At the completion of this inspection, Compass will issue a results letter indicating that no monuments have been disturbed, or, in the event that monuments have been disturbed, replace disturbed monuments and prepare and file a subsequent Post-Construction Record of Survey.*

Assumptions:

- *The contractor will be responsible for providing construction surveying and staking for field control and as-built surveying for use in preparing as-built drawings.*
- *The City will coordinate directly with the contractor for testing, system shutdowns, and connections.*
- *Construction phase services defined in this Task are variable in nature and depend in part on the contractor awarded the project. RH2's estimate is based upon an experienced and reasonable contractor being awarded the construction contract. RH2 recommends the City budget the amount shown in the Fee Estimate plus a contingency amount. The contingency would cover additional services if a more intensive level of observation and construction support is necessary.*

Provided by City:

- Attendance at and meeting place for pre-construction conference.

- Attendance at construction progress meetings.

RH2 Deliverables:

- Attendance at pre-construction conference. Agenda and meeting minutes.
- RFIs and change orders review and documentation.
- Submittal and shop drawings review and documentation.
- Attendance at construction progress meetings. Meeting agendas and minutes.
- Construction observation and correspondence with the City and contractor, as needed, within the budgeted hours authorized. Construction observation reports from site visits to be provided to the City at progress meetings.
- Review and recommendation of contractor requests for payment.
- Punchlist following final walkthrough.
- Letter of recommendation for project acceptance.
- Record drawings in PDF and AutoCAD® DWG formats, including external references.
- Letter stating results of post-construction monument inspection.
- Post-Construction Record of Survey, if requested.

Project Schedule

RH2 will proceed with engineering services upon written authorization from the City. *For scheduling purposes, it is assumed that design work will begin in November 2025, and bidding will occur in mid-May 2026.*

EXHIBIT B**Fee Estimate****City of Oregon City****McLoughlin Waterline Replacement****Project No. CI 25-006 (WIFA 2-4)****Oct-25**

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Management	55	\$ 13,614	\$ -	\$ 726	\$ 14,340
1.1	Provide Project Administration and Reporting	40	\$ 9,989	\$ -	\$ 387	\$ 10,376
1.2	Prepare and Maintain Project Schedule	7	\$ 1,713	\$ -	\$ 125	\$ 1,838
1.3	Attend Project Kick-Off Meeting	8	\$ 1,912	\$ -	\$ 214	\$ 2,126
Task 2	Topographic Survey	28	\$ 6,278	\$ 49,099	\$ 625	\$ 56,002
2.1	Perform Topographic Site Survey and Prepare Base Map	19	\$ 4,087	\$ 33,201	\$ 432	\$ 37,720
2.2	Layout Geotechnical Probe Locations	3	\$ 677	\$ 3,680	\$ 100	\$ 4,457
2.3	Traffic Control Geotechnical Probe Lay Out and Manhole Pipe Data	2	\$ 478	\$ 5,635	\$ 39	\$ 6,152
2.4	Prepare Pre-Construction Record of Survey	4	\$ 1,036	\$ 6,584	\$ 53	\$ 7,673
Task 3	Geotechnical Investigation	18	\$ 4,390	\$ 16,675	\$ 303	\$ 21,368
3.1	Perform Engineering Geology Investigation and Reporting	13	\$ 3,235	\$ 10,925	\$ 191	\$ 14,351
3.2	Traffic Control for Geotechnical Probes	5	\$ 1,155	\$ 5,750	\$ 111	\$ 7,016
Task 4	Archaeological Services	15	\$ 3,705	\$ 18,826	\$ 230	\$ 22,761
4.1	Perform Phase 1 Archaeological Survey	15	\$ 3,705	\$ 18,826	\$ 230	\$ 22,761
Task 5	Utility Coordination	61	\$ 13,343	\$ -	\$ 1,434	\$ 14,777
5.1	Coordinate with Utility Owners and Distribute Project Information Letter	11	\$ 2,335	\$ -	\$ 223	\$ 2,558
5.2	Identify Potential Utility Conflicts and Coordinate Utility Potholing	25	\$ 5,483	\$ -	\$ 577	\$ 6,060
5.3	Coordinate with Utility Owners Regarding Conflicts	18	\$ 4,146	\$ -	\$ 461	\$ 4,607
5.4	Notify Utility Owners of Construction	7	\$ 1,379	\$ -	\$ 172	\$ 1,551
Task 6	30-Percent Design	81	\$ 17,925	\$ -	\$ 2,072	\$ 19,997
6.1	Prepare 30-Percent Design	75	\$ 16,491	\$ -	\$ 1,897	\$ 18,388
6.2	Attend 30-Percent Review Meeting	6	\$ 1,434	\$ -	\$ 174	\$ 1,608
Task 7	60-Percent Design	72	\$ 15,894	\$ -	\$ 1,883	\$ 17,777
7.1	Prepare 60-Percent Design	66	\$ 14,460	\$ -	\$ 1,709	\$ 16,169
7.2	Attend 60-Percent Review Meeting	6	\$ 1,434	\$ -	\$ 174	\$ 1,608
Task 8	90-Percent Design	142	\$ 31,256	\$ -	\$ 3,532	\$ 34,788
8.1	Prepare 90-Percent Plans and Specifications	124	\$ 26,300	\$ -	\$ 3,133	\$ 29,433
8.2	Perform Quality Control Review	12	\$ 3,522	\$ -	\$ 226	\$ 3,748
8.3	Attend 90-Percent Review Meeting	6	\$ 1,434	\$ -	\$ 174	\$ 1,608
Task 9	Bid-Ready Design	58	\$ 13,084	\$ -	\$ 1,372	\$ 14,456
9.1	Prepare Bid-Ready Plans and Specifications	58	\$ 13,084	\$ -	\$ 1,372	\$ 14,456
Task 10	Services During Bidding	21	\$ 4,438	\$ -	\$ 413	\$ 4,851
10.1	Respond to Bidder Questions and Prepare Addendum	13	\$ 2,787	\$ -	\$ 262	\$ 3,049
10.2	Assist with Bid Opening and Bidder Evaluation	8	\$ 1,651	\$ -	\$ 151	\$ 1,802
Subtotal - Design and Bidding Phase Services		551	\$ 123,927	\$ 84,600	\$ 12,591	\$ 221,117
Task 11	Services During Construction	624	\$ 127,264	\$ 5,606	\$ 5,485	\$ 138,355
11.1	Attend Pre-Construction Conference	8	\$ 1,696	\$ -	\$ 181	\$ 1,877
11.2	Review Clarifications and Change Orders	18	\$ 4,470	\$ -	\$ 442	\$ 4,912
11.3	Review Submittals	19	\$ 4,303	\$ -	\$ 465	\$ 4,768
11.4	Perform Field Observations, Construction Meetings, and Final Walkthrough	562	\$ 113,050	\$ -	\$ 3,946	\$ 116,996
11.5	Prepare Record Drawings	16	\$ 3,466	\$ -	\$ 444	\$ 3,910
11.6	Prepare Post-Construction Record of Survey	1	\$ 279	\$ 5,606	\$ 7	\$ 5,892
Subtotal - Construction Phase Services		624	\$ 127,264	\$ 5,606	\$ 5,485	\$ 138,355
Total - Base Services (Design, Bidding, Construction)		1175	\$ 251,191	\$ 90,206	\$ 18,076	\$ 359,473

EXHIBIT C
RH2 ENGINEERING, INC.
2025 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$180	\$/hr
Professional II	\$199	\$/hr
Professional III	\$222	\$/hr
Professional IV	\$243	\$/hr
Professional V	\$260	\$/hr
Professional VI	\$279	\$/hr
Professional VII	\$303	\$/hr
Professional VIII	\$327	\$/hr
Professional IX	\$336	\$/hr
Technician I	\$142	\$/hr
Technician II	\$155	\$/hr
Technician III	\$176	\$/hr
Technician IV	\$188	\$/hr
Technician V	\$207	\$/hr
Technician VI	\$225	\$/hr
Technician VII	\$244	\$/hr
Technician VIII	\$257	\$/hr
Administrative I	\$93	\$/hr
Administrative II	\$108	\$/hr
Administrative III	\$131	\$/hr
Administrative IV	\$155	\$/hr
Administrative V	\$175	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.7000	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

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.

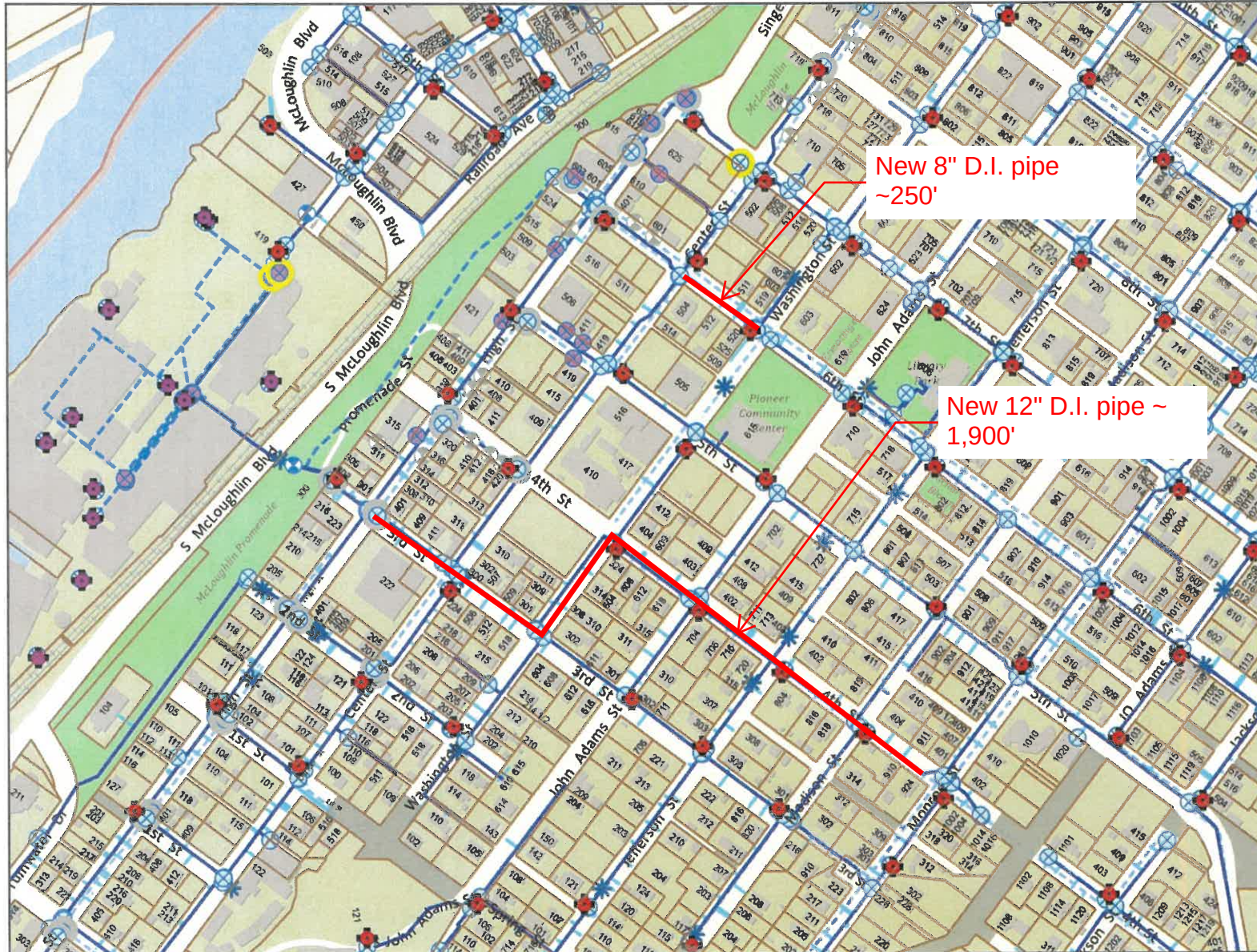
(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over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

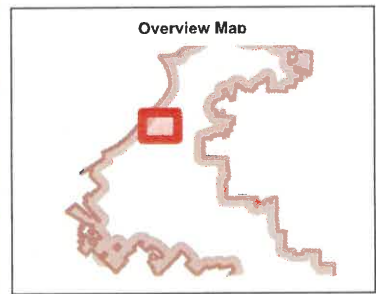
Oregon City GIS Map



Legend

- Street Names
- Taxlots
- Unimproved ROW
- Water Hydrants
 - OC
 - CRWD
 - Private
 - (Other owner)
- Water Valves (non PRV)
 - OC - Open
 - OC - Closed
 - OC - Abandoned
 - CRWD - Open
 - CRWD - Closed
 - CRWD - Abandoned
 - Private - Open
 - Private - Closed
 - Private - Abandoned
- South Fork River

Notes



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

Map created 8/13/2025



0 400 800 Feet

1: 4,800

McLoughlin Neighborhood Waterline Replacement Project - WIFIA 2-4

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





CITY OF OREGON CITY

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

Staff Report

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

SUBJECT:

Item 7.c. - Resolution No. 25-33 Initiating Vacation of 142 Square Feet from McLoughlin Promenade Park Property Located at 300 3rd Street in the City of Oregon City and Establishing a Public Hearing Date for December 3, 2025

STAFF RECOMMENDATION:

Approve Resolution No. 25-33 and, in accordance with Oregon Revised Statute (ORS) 271, direct staff to cause lawful notice to be given for ordinance proceedings for the proposed vacation of right-of-way on December 3, 2025.

EXECUTIVE SUMMARY:

The City of Oregon City is working to designate McLoughlin Promenade, located at 300 3rd Street, as a charter park. As part of this process, the City must address several private properties that encroach onto park land. On August 6, 2025, the Commission authorized the City Manager to send letters of acknowledgment to affected property owners, offering to vacate the encroaching portions following submission of right-of-way vacation applications.

One affected property, 515 High Street, has a single-family home foundation extending into the McLoughlin Promenade. On October 7, 2025, the property owners, Philip and Vicki Yates, submitted an application requesting the City vacate 142 square feet of property that is not needed for future park use. The first step of the vacation process requires Commission approval of a resolution directing staff to prepare an ordinance and schedule a public hearing, and staff to provide public notice of the public hearing, in accordance with Oregon Revised Statute (ORS) 271.110.

BACKGROUND:

The City of Oregon City is in the process of designating McLoughlin Promenade, located at 300 3rd Street, as a charter park. As part of this effort, the City is identifying and resolving private property encroachments onto park land. One such encroachment involves the single-family home at 515 High Street, where the existing foundation extends onto park property.

On August 6, 2025, the City Commission authorized the City Manager's Office to send letters to surrounding property owners with existing encroachments on McLoughlin Promenade. These letters acknowledged the City's willingness to consider right-of-way vacations to

resolve encroachments, provided property owners submitted formal vacation applications.

Following the August 6 meeting, Assistant City Manager Alex Troutman sent letters to several affected property owners. One of those letters was sent to Philip and Vicki Yates, owners of the single-family home at 515 High Street, where the home's foundation extends onto City-owned park property. The letter informed the Yates of the encroachment and explained the City's process for addressing it as part of the broader effort to designate McLoughlin Promenade Park as a charter park. The item being considered at this meeting pertains specifically to the property at 515 High Street.

On October 7, 2025, Oregon City Public Works received a right-of-way vacation application from the Yates, requesting that the City vacate approximately 142 square feet of park property to resolve the encroachment.

Staff reviewed the application, along with the history of both properties, based on the 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.

As required by ORS 271.80, the applicants submitted a neighborhood signature petition, which includes only their signatures, since their property is the only one directly affected. The application package adequately addresses the criteria required to proceed with this vacation request. Staff therefore recommend approval of Resolution No. 25-33, directing staff to provide lawful public notice, in accordance with ORS 271, for the ordinance proceedings related to the proposed vacation. The public hearing is scheduled for December 3, 2025.

Public notice of the proposed vacation will be published at least 14 days prior to the December 3rd, 2025 public hearing and placard signs will be posted near the proposed vacation property within five (5) days of the newspaper publication.

OPTIONS:

1. Approve Resolution No. 25-33 Initiating Vacation of 142 Square Feet from McLoughlin Promenade Park Property Located at 300 3rd Street in the City of Oregon City and Establishing a Public Hearing Date for December 3, 2025.
2. Approve Resolution No. 25-33 Initiating Vacation of 142 Square Feet from McLoughlin Promenade Park Property Located at 300 3rd Street in the City of Oregon City and Establishing a Public Hearing Date for December 3, 2025 with Amendments.
3. Deny Resolution No. 25-33 Initiating Vacation of 142 Square Feet from McLoughlin Promenade Park Property Located at 300 3rd Street in the City of Oregon City and Establishing a Public Hearing Date for December 3, 2025 and provide further direction.

BUDGET IMPACT:

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

RESOLUTION NO. 25-33

A RESOLUTION INITIATING THE VACATION OF 142 SQUARE FEET OF MCLOUGHLIN PROMENADE PARK PROPERTY LOCATED AT 300 3RD STREET IN THE CITY OF OREGON CITY

WHEREAS, the foundation of the single-family house located at 515 High Street (Tax Lot 2-2E-31AC-04200) extends partially into McLoughlin Promenade Park property owned by the City of Oregon City; and

WHEREAS, the property owners have requested the vacation of 142 square feet of park property to allow the existing structure and foundation to remain as originally built; and

WHEREAS, the portion of park property proposed for vacation is described in **Exhibit A** and depicted in **Exhibit B**, both attached to this Resolution and incorporated herein by reference; and

WHEREAS, City staff has determined that the affected portion of McLoughlin Promenade Park is not needed for current or future park use and provides public benefit to surrounding properties; and

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

WHEREAS, upon completion of the vacation, the vacated portion of McLoughlin Promenade Park will be deeded to the property owner of 515 High Street; and

WHEREAS, Oregon City requires adoption of a resolution to initiate ordinance proceedings for this vacation request and to establish a public hearing date.

NOW, THEREFORE, BE IT RESOLVED

Section 1. The City Commission of Oregon City initiates the proceedings to vacate 142 square feet of McLoughlin Promenade Park property as described in Exhibit A and shown in Exhibit B.

Section 2. City Commission hereby sets a public hearing on the proposed right-of-way vacation for Wednesday, December 3, 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. Staff is directed to cause lawful notice of the hearing in accordance with ORS 271.

Section 3. This Resolution shall take effect immediately upon its adoption.

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

DENYSE C. MCGRIFF
Mayor

Attested to this 5th day of November, 2025:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Attachments:

Exhibit A – Legal Description

Exhibit B – Survey Map



CENTERLINE CONCEPTS
LAND SURVEYING, INC.

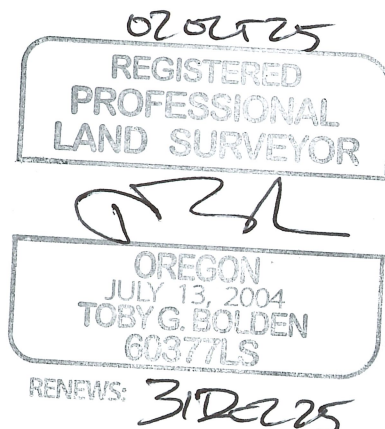
19376 Molalla Avenue, Ste. 120, Oregon City, OR 97045
P. 503-650-0188 F. 503-650-0189

Exhibit "A"
Vacation
Legal Description

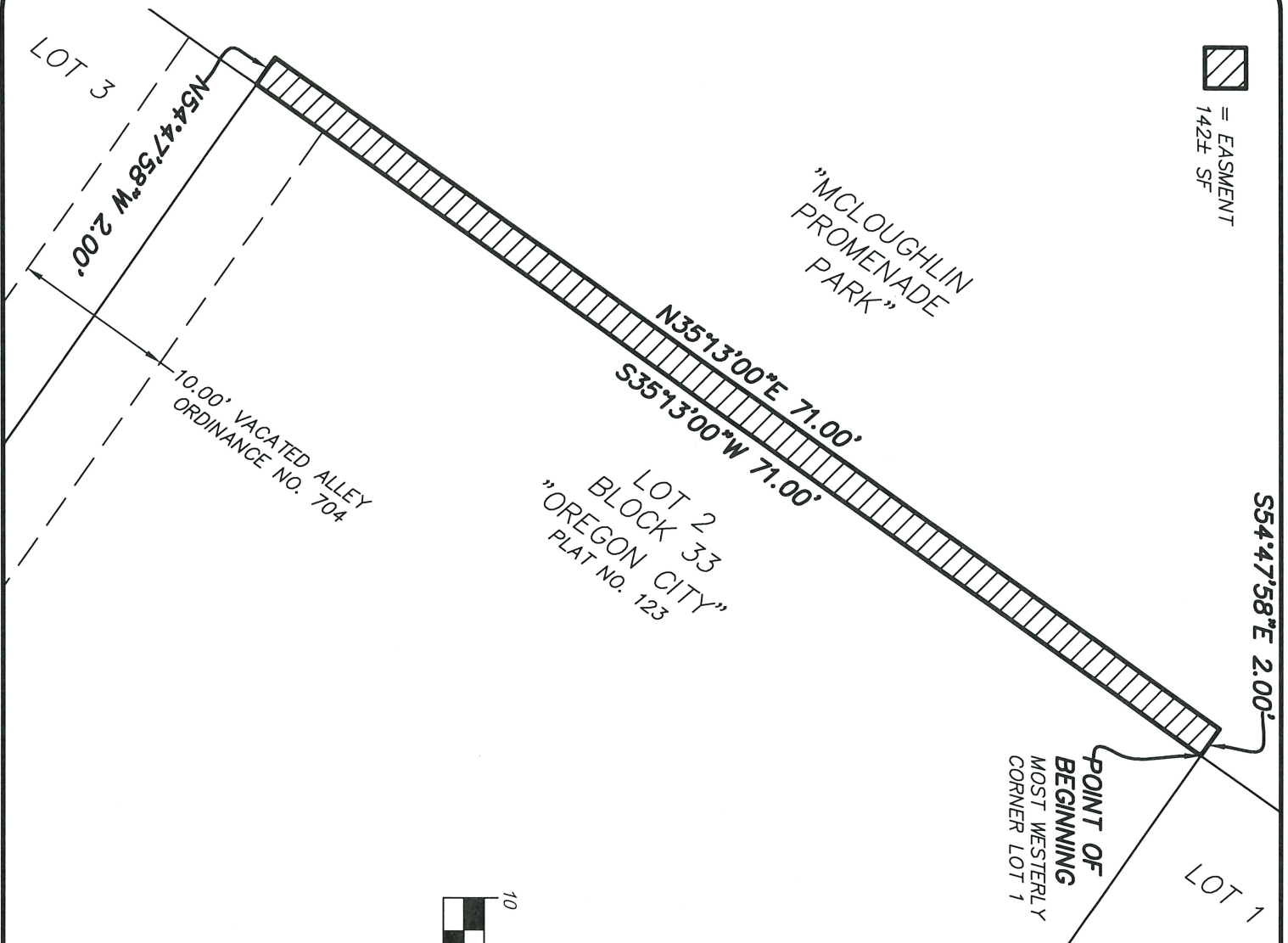
A portion of Mcloughlin Promenade Park, located in the Northeast one-quarter of Section 31, Township 2 South, Range 2 East of the Willamette Meridian, City of Oregon City, County of Clackamas, State of Oregon, being more particularly described as follows:

BEGINNING at the most westerly corner of Lot 1, Block 33, "Oregon City", Plat No. 123, Clackamas County Plat records; thence along the northwesterly line of said Block 33, South 35°13'00" West, 71.00 feet to the centerline of the vacated alleyway bisecting said Block 33; thence leaving said northwesterly line along the following three courses: North 54°47'58" West, 2.00 feet; North 35°13'00" East, 71.00 feet; thence South 54°47'58" East, 2.00 feet to the ***POINT OF BEGINNING***.

Containing 142 square feet, more or less.



 = EASEMENT
142± SF



GRAPHIC SCALE

(IN FEET)

1 INCH = 10 FT.

SIGNED ON: *02/25/25*

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Toby G. Bolden

OREGON
JULY 13, 2004
TOBY G. BOLDEN
60377LS

RENEWALS: DECEMBER 31, 2025

CLIENT: OREGON CITY
ORIG. DATE: 9-22-2025
DRAWN BY: RLC
SHEET No. 1 OF 1

EXHIBIT "B" VACATION

CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON
SCALE: 1"=10'


CENTERLINE CONCEPTS
LAND SURVEYING, INC.
19376 MOLALLA AVE., SUITE 120
OREGON CITY, OREGON 97045
PHONE 503.650.0188 FAX 503.650.0189



CITY OF OREGON CITY

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

Staff Report

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

SUBJECT:

Item 7.d. - Purchase of Five Natural Gas-Powered Generators and Associated Equipment for the Sanitary Pump Station Generator Replacement Project (CI 24-007)

STAFF RECOMMENDATION:

Authorize the purchase of five natural gas-powered sanitary sewer pump station replacement generators, and associated equipment for the Sanitary Pump Station Generator Replacement Project (CI 24-007).

EXECUTIVE SUMMARY:

Public Works is utilizing its Sewer Fund to purchase five natural gas-powered generators to replace aging units at the Barclay Hills, Hidden Creek, Nobel Ridge, Parrish Road and Settlers Point sanitary sewer pump stations. The existing generators are outdated and replacement parts are increasingly difficult to obtain, causing difficulty for continued maintenance. New generators are necessary to ensure reliable pump station operation during power outages.

BACKGROUND:

Oregon City relies on backup generators powered by natural gas to supply electricity to various sanitary sewer pump stations during power outages. The existing generators are outdated, and replacement parts have become increasingly difficult to obtain, making ongoing maintenance challenging. To address this issue, the City initiated the Sewer Generator Replacement Project to replace the generators to ensure reliable pump station operation during power outages. The original project included replacing seven generators with a total project budget of \$1,066,279.00. However, after a field analysis of all seven generator sites, it was determined that replacing all seven units would likely exceed the available budget. As a result, the project scope was reduced to include the replacement of five generators.

Pump Station	Address	Generator Size	Cost
Barclay Hills	19468 Wild Bill Court	130 kW	\$71,920.63
Parrish Road	11520 Parrish Road	130 kW	\$65,324.52
Nobel Ridge	17881 Peter Skene Way	50 kW	\$42,314.78
Hidden Creek	19833 Highway 213	100 kW	\$65,324.52
Settlers Point	13181 Gaffney Lane	130 kW	\$55,158.62
Total:			\$300,043.07

For Fiscal Year 2025-2026 the City budgeted \$549,000.00 for construction activities and equipment purchases associated with this project. The purchase price for all five generators is \$300,043.07.

Public Works will be contracting with Pacific Power Group, under the Sourcewell Purchasing Agreement #092222-RYC, which procures pricing for government agencies and ensures the lowest pricing for these types of purchases. Attached is the sales quote for each generator, and the Sourcewell Contract Documentation.

It is anticipated that the construction contract to install the generators will be put out to bid in early 2026 and construction is proposed to commence in the Spring of 2026. The generators were procured early by the City as the lead time for these is approximately 24 weeks. This allows the equipment to be delivered to align with the timing of the installation work to occur during the drier season, when sanitary pump stations generally have less flow.

There is adequate funding within the Sewer Fund to allow the Public Works Sewer Division to support and fund these replacement assets.

OPTIONS:

1. Approve Purchase of Five Natural Gas-Powered Generators and Associated Equipment for the Sanitary Pump Station Generator Replacement Project (CI 24-007).
2. Approve Purchase of Five Natural Gas-Powered Generators and Associated Equipment for the Sanitary Pump Station Generator Replacement Project (CI 24-007) with Amendments.
3. Deny Purchase of Five Natural Gas-Powered Generators and Associated Equipment for the Sanitary Pump Station Generator Replacement Project (CI 24-007) and provide further direction.

BUDGET IMPACT:

Amount	\$300,043.07
Fiscal Year(s):	2025-2026
Funding Source(s):	Sewer Fund

**Solicitation Number: RFP #092222****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rolls-Royce Solutions America Inc. (fka MTU America Inc.), 100 Power Dr., Mankato, MN 56001 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer used, close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed. Supplier reserves the right to decline a purchase order issued pursuant to this Contract if Supplier is unable to meet the requested delivery dates, or under any circumstances where delivery of the requested Products is not possible.

- B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship and will be governed by the terms set forth in Rolls-Royce Solutions America Inc. Two (2) Year / 3,000 Hour Basic Limited Warranty in effect at the time of order placement ("Limited Warranty"). All equipment purchased pursuant to this Contract is governed by the manufacturer's express Limited Warranty and is the only warranty offered on the Equipment, Products or Services. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's authorized dealers, distributors and resellers must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
- C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. In the event there is damage which is not readily apparent at the time of delivery, Supplier must rectify the damage to the Equipment and Products within a reasonable time at no cost to Sourcewell or its Participating Entities.

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

B. Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time.

All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier requires additional contract terms and internal approvals prior to entering into a purchase with a U.S. Federal Government entity.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service For Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. Supplier and/or its authorized distributor, dealer and/or reseller is under no obligation to supply Equipment, Product or Services unless and until a purchase order is accepted by Supplier or its authorized distributor, dealer and/or reseller. For purposes of clarification, “accepted” means that an order confirmation has been provided/delivered to the Participating Entity. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier’s acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the parties at the time of order placement.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;

- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to

Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees

incurred by Sourcewell or its Participating Entities, to the extent arising out of any act or omission in the performance of this Contract by the Supplier or its agents or its employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by a defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and to the extent not caused by the sole negligence of Sourcewell or Participating Entity. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks, as shown in Exhibit A attached hereto, in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party , including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY**. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING**. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT**. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control including, without limitation, acts of God, acts of requests of government or governmental agencies in their non-commercial capacity, riot, or civil commotion, sabotage, accidents, fire, flood, explosion, mass shootings, damage to plants or facilities, epidemics, typhoons, quarantine, restrictions, or absence of normal means of communication or transportation, or other conditions beyond the party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising

from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Parties will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on a claims made basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG00021 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$5,000,000 each occurrence Bodily Injury and Property Damage

\$5,000,000 Personal and Advertising Injury

\$5,000,000 aggregate for products liability-completed operations

\$5,000,000 general aggregate

4. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

3. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

4. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier, but only to the extent of damages caused in whole or in part by the negligence of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable

to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier and its participating authorized distributors, dealers and/or resellers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier and its participating authorized distributors, dealers and/or resellers conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

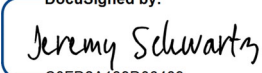
Intentionally omitted.

22. CANCELLATION

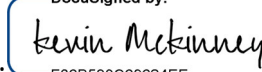
Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

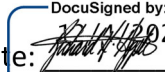
Sourcwell

Rolls-Royce Solutions America Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 12/4/2023 | 10:38 AM CST

DocuSigned by:

By: F06B538C69624EE...
Kevin McKinney
Title: Director of Sales – Power Generation Americas

DocuSigned by:

Date: 12/4/2023 | 10:06 AM CST
By: 3C5BC6EE43C8490...

Rick Apple
Title: Sr. Manager-Distribution Sales/Power Generation-North America

	Date: <u>12/4/2023 9:18 AM CST</u>
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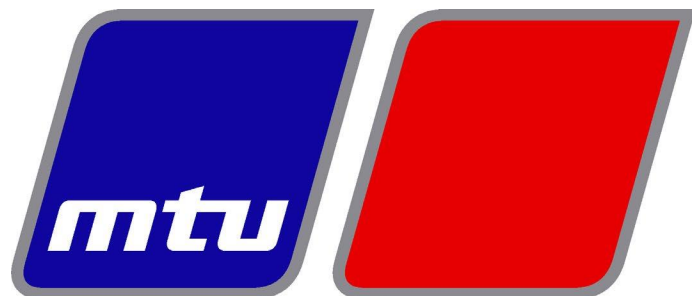
Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO

Date: 12/4/2023 | 12:10 PM CST

Exhibit A
Approved Logo



A Rolls-Royce
solution

RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name: Rolls-Royce Solutions America Inc.

Does your company conduct business under any other name? If yes, please state: MTU AMERICAS

Address: 100 Power Drive
Manktao, MN 56001

Contact: JOSHUA FALCONE

Email: jfalcone@curtisps.com

Phone: 507-625-7973

HST#:

Submission Details

Created On: Friday September 16, 2022 15:19:08

Submitted On: Thursday September 22, 2022 15:27:52

Submitted By: ADAM WITTE

Email: awitte@curtisps.com

Transaction #: 8006437c-736d-439b-a1c9-d53d731000b4

Submitter's IP Address: 75.181.141.114

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	MTU AMERICAS, INC.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rolls-Royce Solutions America Distributor Network Entities: Central Power Systems Collicut Cullen Curtis Power Solutions LLC Interstate Power Integrated Distribution Systems LP Indel Power Group LLC Pacific Power Systems Stewart & Stevenson Smith Power Systems W.W. Williams Wajax	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Rolls-Royce Solutions America Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Proposer Physical Address:	100 Power Dr, Mankato, MN 56001	*
6	Proposer website address (or addresses):	http://www-mtu-solutions.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Rick Apple Sr. Manager – Distribution Sales / Power Generation - North America Rolls-Royce Solutions America 100 Power Drive, Mankato, MN 56001 Rick.Apple@ps.rolls-royce.com (937) 569-8398	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rick Apple Sr. Manager – Distribution Sales / Power Generation - North America Rolls-Royce Solutions America 100 Power Drive, Mankato, MN 56001 Rick.Apple@ps.rolls-royce.com (937) 569-8398	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tony Capriati Regional Sales Manager, Procurement Lead Rolls-Royce Solutions America 100 Power Drive, Mankato, MN 56001 Tony.Capriati@ps.rolls-royce.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	MTU Americas/Rolls-Royce Solutions America Inc. is the regional headquarters of Rolls-Royce Power Systems. As a technological leader in off-highway power and propulsion systems, we are responsible for the manufacture, sales and service of mtu products throughout the United States, Canada, Mexico, Latin America and the Caribbean. Our core products — mtu diesel engines and distributed energy systems — can be found in a broad range of applications — from mine haul trucks, military vehicles and marine vessels to hospitals, data centers and universities. With our passion for performance and reliability, we offer first-class service and a tradition of excellence to customers all over the world. We're leading the way in green technology as well. We're committed to environmental stewardship by making a difference in clean air technology and building a sustainable future. Our entire product lineup is engineered today to meet the emissions regulations of tomorrow. For more than 100 years, the key to our success has been cutting-edge innovation. Our strong heritage in the diesel engine business includes not only Germany's mtu, but also North America's Detroit Diesel - two brands which dominated diesel engine engineering, innovation, and manufacturing on their respective continents for most of the 20th Century. Today, Rolls-Royce Solutions America encompasses facilities in eight states and is responsible for engineering, manufacturing, sales and service of diesel engines, systems and power solutions. Our distributor network spanning North and South America, provides sales and service support for our product portfolio.	*
11	What are your company's expectations in the event of an award?	Upon a successful award, MTU Americas will notify all distributors of the opportunity, along with highlighting the details of the award and the scope offering. MTU Americas will also utilize its regional sales management team to communicate to all distributors the process of registering the necessary sales contacts to begin to actively pursue opportunities through the Sourcwell platform. Additionally, training and marketing collateral will be provided to engage with potential prospects in various market sectors that could be a good fit to participate in this bid procurement process.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	mtu AMERICAS, is a wholly owned subsidiary of Rolls-Royce Power Systems. Financial information for ROLLS-ROYCE HOLDINGS PLC is publicly available.	*
13	What is your US market share for the solutions that you are proposing?	12 to 20%	*
14	What is your Canadian market share for the solutions that you are proposing?	20 to 25%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	mtu AMERICAS, is a wholly owned subsidiary of Rolls-Royce Power Systems. Financial information for ROLLS-ROYCE HOLDINGS PLC is publicly available.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	With more than 140 sales partners and over 500 authorized dealerships at more than 1,200 locations we offer a global sales and service structure through our third-party distribution partners. Each distributor has a regional sales and support manager. mtu further supports all distributors with parts and warranty support. All distributors in North America and Canada are fully authorized to sell and service the complete product offering available through this Sourcwell RFP. The distributors have direct employees of their business entities. MTU Americas can also offer direct sales opportunities on a case by case basis with Rolls Royce Power Systems employees for sales and service. This unique combination of offering through direct sales and the distribution network could benefit Sourcwell members if the opportunity fit makes sense.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The performance, quality and safety of onsite power generation systems are covered by a number of recognized industry codes and standards. Generator sets from mtu not only meet these nationally recognized standards, but also in several cases exceed them. Based on the project location and application, the local mtu distributor will determine what codes and standards apply to your onsite power application.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	We work hard to make Rolls-Royce Solutions America a great place to work. Recently, we've earned a place on a list of Metropolitan Detroit's 101 Best and Brightest Companies to Work For. This is our fifth year to receive this award, determined by the Michigan Business and Professional Association (MBPA).	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 10-15%	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 7-10%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our distributor network holds confidential purchasing contracts on a state level based by distributor and 1. region. Approximately an order magnitude of \$76M+	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	mtu Americas has several GSA contracts in place that are under strict non-disclosure agreements. Approximately an order magnitude of \$92M+	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Cape Fear Public Utility Authority	Robert Mazzeo	(910) 332-6550	*
Washington Suburban Sanitary Commission	James Halderman	(301) 206-4001	*
City of Charlotte	David Tate	(704) 336-2256	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
CAPE FEAR PUBLIC UTILITIES	Government	North Carolina - NC	Supply sales, parts and field services for 30 kWe to 2000 kWe Standby Generators	115+ generators	Approx. \$20M	*
BALTIMORE PUBLIC SCHOOLS	Education	Maryland - MD	Supply sales, parts and field services t for 30kWe to 600kWe generators, load bank testing and custom field work.	25+ generators	\$1.5M	*
CITY OF CHARLOTTE	Education	North Carolina - NC	500kWe to 1500kWe - supply new equipment and maintenance contracts	125+ generators	\$5M+	*
CITY OF PHILADLEPHIA	Government	Pennsylvania - PA	Supply field parts and service support for city wide generators	100+ generators	\$1M	*
NAVAL YARD NORFOLK VA	Government	Virginia - VA	Supply portable generators, field service, maintenance and parts	25+ generators	\$5M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Our distributor network has an established 50 states of geographic coverage footprint and full coverage in Canada. Each distributor has been under contract for at least 25 years and has proven market sales, service and parts support. Distribution entities of mtu Rolls-Royce are held to key performance metrics each year which include continuous training of their sales and service personnel with mandated coursework and strategic market planning. Each distributor is responsible and is audited on personnel coverage based on market size and market growth potential; which includes but not limited to inside sales, field sales, project management support, service technicians, parts specialists and as necessary area and regional managers to support and grow these teams. The sales force is comprised of the expansive distribution network with key personnel that support key market segments (e.g. datacenter, healthcare, government, education, biopharma, etc.)	*
27	Dealer network or other distribution methods.	In addition to the previously addressed dealer/distributor network, mtu also can provide direct to consumer support in all areas (sales, service, warranty, technical application support and parts).	*
28	Service force.	Each distributor is required to maintain an active service team that has the depth and training to cover the same sales geography. Each distributor is similarly held to key performance metrics on the service side to not only upheld all training and certifications to be compliant to contract terms and to further support field service needs but to provide inventory of parts that meet the needs to the localized install base.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All requests for equipment are handled at the local market level by each distributor's sales team. These teams typically include, at minimum, inside sales, field sales, sales administrators and project management that would handle the initial request for proposal to the order entry and onsite delivery. At that point, it will turn over to the field. The scope of work would be further reviewed to match the best fit product and align with the discount for the proposer based on the terms of our Sourcewell agreement.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer service initiatives and KPI are critical to mtu Americas and this directive aligns with expectations extended to our distribution network success. Each distributor has a regional sales and support manager. MTU further supports all distributors with parts and warranty support. There are dynamic inventory systems that are accessible across distributors that evaluate real time part needs based on localized installed units and will updated minimum order thresholds as needed. There is also an opportunity for distribution sharing of critical parts that may have an immediate need to transfer that part to where it is most needed at that time. Distributors are upheld to KPI metrics each year that put focus on response time, sales and service training and key efficiency initiatives year over year. Each distributor is required to offer a 24/7 support structure with escalated support paths. Response time meets or exceeds industry standards of 4 hours or less.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We currently provide and support products to all 50 states and Canada.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We currently provide and support products to all 50 states and Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We currently provide and support products to all 50 states and Canada.	*

34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will support all participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no adjustments to the contract requirements, these regions require more attention to freight lead times and methods. However, we are familiar with providing products and services to these areas, so we don't anticipate any issues.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Distribution sales force along with factory assisted regional sales management will be allotted the opportunity to discuss this Sourcwell with all pertinent end-user contacts through the total geographic bounds of 50 states and Canada. The procurement benefits to Sourcwell proposers will be highlighted as a competitively approved source for acquiring many types of equipment and components within our scope and also beyond by leveraging this platform.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Online presence is critical to building the awareness. We expect to leverage the distribution networks extended reach of end-users. We would like to engage with Sourcwell to fully understand the depth of marketing that is permissible and possibly work toward public press releases and case studies that highlight the buying advantages of a Sourcwell member.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	It would be our expectation that Sourcwell would make available as early as possible any possible RFP opportunities through their online platform and/or directly to registered email contacts of our account. As part of our sales process we can easily assimilate Sourcwell as a daily/weekly review of possible RFPs within our sales team and dedicated business development and/or inside sales type roles through distribution. Distributors are already active and familiar and can easily navigate public bid sites and other RFP information aggregators that provide prospective bid opportunities.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The e-procurement process can vary based on distributor selected business platforms. This would likely be a viable solution for most distributors and MTU Americas can assist with this effort, as needed.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training will be the responsibility of the local mtu distributor handling the project. Coordination on cost and who receives the training will be facilitated by local subject matter experts and the end user.
41	Describe any technological advances that your proposed products or services offer.	As part of Rolls-Royce, we have long been known for cutting-edge innovation and technological leadership in product development. That same spirit of innovation inspires our sustainability efforts. Our focus is on developing and implementing system solutions that both maximize efficiency and reduce emissions -- which in turn work to reduce our impact on the environment. Our standby generator set product line is designed, manufactured, and warranted for an industry leading 85% load factor. ISO 8528-1 standard is set at 70%.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The biggest threat to humanity is climate change. It is our mission to join the fight against it. That is why we are clearly committed to the Paris Climate Agreement and its goal of reducing global warming to well below two degrees Celsius with efforts to limit it to 1.5 degrees Celsius compared to the pre-industrial era through climate action. To that end, we have not only established 'Sustainable Power Solutions', our new business division tasked with building a sustainable future in the field of energy, drives and marine propulsion, but have also launched an ambitious new program - 'Net Zero at Power Systems'. In this program, one focus is gearing our product portfolio towards greater sustainability, since the biggest potential for reducing greenhouse gas emissions lies with our products. In total, the Power Systems products sold in 2019, the year before the pandemic, will generate some 109 million tons of greenhouse gases over their service life in the field – almost double that emitted by the Greater London region every year. Our goal is to achieve a 35% decrease compared to 2019 in the greenhouse gases emitted by newly sold products. Our ultimate goal is climate-neutrality by 2050. With the same spirit we are also setting milestones for gearing our production and value chain to long-term climate neutrality. To accomplish these missions, we will be working closely with our parent company Rolls-Royce and will let ourselves be guided by the 'Science-Based-Targets' initiative.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	MTU undergoes an external review of its engine certification activities once a year to evaluate compliance with EPA engine testing and certification requirements.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Mtu Americas is a public traded company and a wholly owned subsidiary of Rolls Royce Power Systems – this type of certification would not be applicable. Distributors in the network may be able to provide certifications based on the RFP requirements and specifications; this would vary by each distributor's legal business structure.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Rolls-Royce provides world-class power solutions and complete life-cycle support under our product and solution brand mtu. Through digitalization and electrification, we strive to develop drive and power generation solutions that are even cleaner and smarter and thus provide answers to the challenges posed by the rapidly growing societal demands for energy and mobility. We deliver and service comprehensive, powerful and reliable systems, based on both gas and diesel engines, as well as electrified hybrid systems. These clean and technologically-advanced solutions serve our customers in the marine and infrastructure sectors worldwide.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All standby generator product lines are covered under the attached standard warranty terms. See attached terms for further coverage details.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	See attached standard warranty terms and conditions for further coverage details.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	See attached standard warranty terms and conditions for further coverage details.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we cover all regions throughout the US and Canada. Service is provided on a case by case basis, but is handled promptly based on technician availability and travel distance to the site. We offer 24/7 service support for urgent warranty repairs or other issues in the field.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Any response to a warranty issue can be coordinated through the MTU distributor, but MTU is not directly responsible for providing service for other manufacturers' warranty issues, unless otherwise stated in MTU's proposal/offering. Other products sold through MTU will include their own unique warranty terms and conditions that can be outlined by the MTU distributor.	*
51	What are your proposed exchange and return programs and policies?	MTU product exchanges, returns and change orders are case by case and are coordinated through the MTU distributor. Exchanges and returns can be carried out (in most situations) to meet an agreed upon solution. Other manufacturers' products that an MTU distributor supplies are subject to that manufacturer's own programs and policies, but all returns and exchanges can be coordinated directly through the MTU representative.	*
52	Describe any service contract options for the items included in your proposal.	Planned Maintenance Contract intervals range from an annual service to semi-annual, quarterly, and monthly inspections for critical applications. Frequency of service visits can be tailored to meet the customer's needs. Contract details will vary based on installation location and application. The distributor network will facilitate all planned maintenance contracts.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payments terms are typically NET 30 ; based on total project scope and payment methods there could be negotiable term changes.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer standard leasing or finance options currently, however, we are open for negotiations on a case-by-case basis depending on customer needs.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Standard purchase orders from our customers are required with contract officer's full name and contact information as well as full contact information for the end location of the equipment. Payment terms and service level agreements will be facilitate by mtu authorized distributors and tailored to the project specifics and local business standards.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept the P-Card procurement process. No additional fees/costs to participating entities for purchases with P-Cards under \$10,000. Purchases \$10,000 and higher will have a 1.5% fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please review the corresponding documentation provided. Note that any mtu product not listed on the pricing sheet, will be made available to Sourcewell customers at the same discount as our standard offerings. List price will vary based on product type and additional required scope.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discount represents a reduction from list price, see list price chart for discounts (30-40%)	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Multi-unit orders will be reviewed on a case by case basis for available volume discounts.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All items not included in the base package are considered non-standard options and will be quoted at the time of request for proposal at cost plus 20%.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	List prices include the listed equipment, start-up and training only. All freight is additional. Installation is additional. Freight costs will be provided by vendor on a site by site basis at the time of the order. Purchaser may choose to pickup their unit at our facility in Mankato, Minnesota at their own cost. Installation should be completed by a local contractor of the purchaser's choosing. All unloading and rigging of the equipment is to be supplied by the purchaser or subcontractor of their choosing.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Purchaser will be notified by the vendor approximately two weeks prior to the equipment completion. Final dimensions for shipping will be provided at that time.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	With having total coverage for Alaska, Hawaii and Canada by multiple distributors the volume of activity is fairly significant, and the freight partners and channels are well established. This should translate to a very competitive market price along with expeditious delivery methods.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The delivery methods offered can range from standard to customized to best fit the buyers needs.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	MTU utilizes a SAP based quoting and order entry system that is shared with all authorized distributors. MTU is able to enter Sourcewell projects with specific designation to accurately monitor success of this contract and the fee due to Sourcewell on a monthly basis.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Projects associated with the Sourcewell contract will have specific designation when entered into the mtu ordering system in order to track success in all geographical regions supported under the contract.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please review our corresponding project catalog provided with this bid.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Power Generation, Standby Generators, Emergency Generators, Continuous Generators, Prime Generators, Diesel Generators, Gas Generators, Propane Generators	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	☒ Yes ☐ No	All products listed here are offered through our distribution network.	*
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	☒ Yes ☐ No	All parts and accessories listed here are offered through our distribution network.	*
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	☒ Yes ☐ No	All related services listed here are offered through our distribution network.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing and Product Catalog.zip - Thursday September 22, 2022 15:05:29
 - [Financial Strength and Stability](#) - 2021-full-annual-report-Rolls Royce Holdings.pdf - Thursday September 22, 2022 14:39:57
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty, PAC and Cert.zip - Thursday September 22, 2022 14:11:49
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Additional Supporting Documentation.zip - Thursday September 22, 2022 15:08:57

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Rick Apple, Sr. Manager – Distribution Sales / Power Generation - North America, Rolls-Royce Solutions America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	☒	1
Addendum_3_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	☒	1
Addendum_2_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	☒	1
Addendum_1_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	☒	1

Date: October 27, 2025
Project: Oregon City Barclay Pump Station
Company: Oregon City
Attn: Sang Pau
Quote#: 38421
Rev#: 2 – Enclosure No ATS

We are pleased to offer the following equipment for the project identified above.

Generator List Price	\$ 128,930.00
Sourcewell Generator Price Contract #092222-RYC	\$ 57,469.28
Freight, Startup & Training	\$ 7,855.24
ATS Pricing	\$ 6,596.11
Total Sales Price	\$ 71,920.63
Sourcewell Discount	\$ 71,460.72
Leadtime: 24 Weeks	

Quantity 1 – MTU 130kW Natural Gas Generator

- MTU Model MTU8V0110GS130
- UL2200
- 480V – 3 Phase
- 1800 rpm
- IBC Certified
- Radiator 50 C
- Temp Rise 125 degree C
- Full Load – 195 Amps
- 12-Wire Alternator
- Level 3 Sound Attenuated Enclosure
 - 74.4 dBA at 23'
 - 195 mph wind rating
 - Door Restraints
 - Convenience Outlet
- Coolant Heater
 - 20 degrees F (120V – 1PH 1500W)
- HP-31 Lead Acid starting battery, cables, and rack
- Battery Charger MTU OE 12V-6A
- Battery Charger Mounted & AC/DC Wired
- Unit- Mounted Silencer
- MGC-1520 Rolls Royce Power Systems Digital Generator Controller (MGC1500 Series)
 - 4-Relay Option
- Remote E-stop
- Standard MTU Air Filter
- Air Restriction Indicator
- PMG Kit
- Generator Strip Heater 150W
- MLCB 1
 - 200 Amps
 - 80% LI

- Pad Isolators
- 2-Year/3000 Hour Standby Warranty
- (1) Operation & Maintenance Manual on USB
- NFPA 110 Startup and 2-hour Training Included

Quantity 1 – ASCO 7000 Series Automatic Open Transition Transfer Switch

- 200 amps
- 480V/60Hz
- 3 Poles
- NEMA 3R Enclosure
- Catalog# D03AUSA30200NGXM,11BE,44G,125A

Proposal Clarifications:

Proposal Validity:

The proposal is valid for 30 days.

Terms and Conditions of Sales and Service

This transaction is governed by and subject to seller's Terms and Conditions of Sale and Service (the 'Terms and Conditions') of Pacific Power Group, LLC - Company ('Seller') that are in effect as of the date of this invoice. The Terms and Conditions are available online at www.pacificpowergroup.com/terms, and they are incorporated in full by this reference and made a part of this transaction. Customer acknowledges that Customer has read the Terms and Conditions. By purchasing goods and/or services from Seller, Customer agrees to be bound by the Terms and Conditions that are set forth on Seller's website; Customer's payment for and acceptance of the products and/or services described in this invoice will confirm Customer's acceptance of the Terms and Conditions. Upon Customer's request, Seller will provide Customer with a hard copy of the Terms and Conditions.

In the event of any changes in tariffs, duties, or other governmental charges that impact the cost of goods or services provided by the Company, the Company reserves the right to adjust the pricing accordingly. The Customer will be notified of any such adjustments, and the revised pricing will apply to all affected quotations and orders.

General notes to the specification – applicable unless otherwise agreed to in writing:

- Equipment is quoted with nominal AIC ratings, unless otherwise indicated. Changes in equipment sizing due to selective coordination/overcurrent protection/arc flash studies may require quote revision. Equipment off loading at the job site – by others.
- Fuel for testing and static fill by others.
- Sound attenuation levels are based on a free field condition of site. Note excessive ambient sound levels will invalidate the results of on-site testing.
- Warranty is limited to as stated by the equipment manufacturer, there is no other expressed or implied warranty unless it is in writing by the original equipment manufacturer, see warranty parchment.
- Long term storage prior to start-up may affect or limit manufacturer's warranty. Please refer to the specific warranty statement for clarification. No provision for preservation has been made for extended storage of components.
- Standby time in excess of ½ an hour for startup or training services will be charged out at standard rates
- If load bank testing is required and quoted access within 100' of the generator must be provided.
- Pacific Power Group field testing as outlined within our quotation and the project specification is limited to the equipment within our scope of supply.
- Installation or interconnection work required, such as plumbing, wiring, exhaust, mounting pad etc, including any off-engine/generator wiring or plumbing between loose items supplied and customer furnished systems are by others.

- Factory standard supplied fuel tank venting only, any additional venting required by local building or fire codes is not included.

Sincerely,
Kerry Nicolaus
Sr. Sales Representative, Power Generation
Cell 319-215-0602 | Email knicolaus@pacificpowergroup.com

Date: October 27, 2025
 Project: Oregon City Hidden Creek Pump Station
 Company: Oregon City
 Attn: Sang Pau
 Quote#: 38418
 Rev#: 2 – Sourcewell Pricing

We are pleased to offer the following equipment for the project identified above.

Generator List Price	\$ 118,859.00
Sourcewell Generator Price Contract #092222-RYC	\$ 50,891.34
Freight, Startup & Training	\$ 7,820.03
Total Sales Price	\$ 65,324.52
Sourcewell Discount	\$ 67,967.66

Quantity 1 – MTU 100kW Natural Gas Generator

- MTU Model MTU8V0078GS100
- UL2200
- 480V – 3 Phase
- 1800 rpm
- IBC Certified
- Radiator 50 C
- Temp Rise 125 degree C
- Full Load – 150 Amps
- 12-Wire Alternator
- Level 3 Sound Attenuated Enclosure
 - 73.6 DB at 23’ (7 meters)
 - 195 mph wind rating
 - Door Restraints
 - Convenience Outlet
- Coolant Heater
 - 20 degrees F (120V – 1PH 1500W)
- HP-31 Lead Acid starting battery, cables, and rack
- Battery Charger MTU OE 12V-6A
- Battery Charger Mounted & AC/DC Wired
- Unit- Mounted Silencer
- MGC-1520 Rolls Royce Power Systems Digital Generator Controller (MGC1500 Series)
 - 4-Relay Option
- Remote E-stop
- Standard MTU Air Filter
- Air Restriction Indicator
- PMG Kit
- Generator Strip Heater 150W
- MLCB 1
 - 175 Amps
 - 80% LI
- Pad Isolators
- 2-Year/3000 Hour Standby Warranty

- (1) Operation & Maintenance Manual on USB
- NFPA 110 Startup and 2-hour Training Included

Proposal Clarifications:**Proposal Validity:**

The proposal is valid for 30 days.

Terms and Conditions of Sales and Service

This transaction is governed by and subject to seller's Terms and Conditions of Sale and Service (the "Terms and Conditions") of Pacific Power Group, LLC - Company ("Seller") that are in effect as of the date of this invoice. The Terms and Conditions are available online at www.pacificpowergroup.com/terms, and they are incorporated in full by this reference and made a part of this transaction. Customer acknowledges that Customer has read the Terms and Conditions. By purchasing goods and/or services from Seller, Customer agrees to be bound by the Terms and Conditions that are set forth on Seller's website; Customer's payment for and acceptance of the products and/or services described in this invoice will confirm Customer's acceptance of the Terms and Conditions. Upon Customer's request, Seller will provide Customer with a hard copy of the Terms and Conditions.

In the event of any changes in tariffs, duties, or other governmental charges that impact the cost of goods or services provided by the Company, the Company reserves the right to adjust the pricing accordingly. The Customer will be notified of any such adjustments, and the revised pricing will apply to all affected quotations and orders.

General notes to the specification – applicable unless otherwise agreed to in writing:

- Equipment is quoted with nominal AIC ratings, unless otherwise indicated. Changes in equipment sizing due to selective coordination/overcurrent protection/arc flash studies may require quote revision. Equipment off loading at the job site – by others.
- Fuel for testing and static fill by others.
- Sound attenuation levels are based on a free field condition of site. Note excessive ambient sound levels will invalidate the results of on-site testing.
- Warranty is limited to as stated by the equipment manufacturer, there is no other expressed or implied warranty unless it is in writing by the original equipment manufacturer, see warranty parchment.
- Long term storage prior to start-up may affect or limit manufacturer's warranty. Please refer to the specific warranty statement for clarification. No provision for preservation has been made for extended storage of components.
- Standby time in excess of ½ an hour for startup or training services will be charged out at standard rates
- If load bank testing is required and quoted access within 100' of the generator must be provided.
- Pacific Power Group field testing as outlined within our quotation and the project specification is limited to the equipment within our scope of supply.
- Installation or interconnection work required, such as plumbing, wiring, exhaust, mounting pad etc, including any off-engine/generator wiring or plumbing between loose items supplied and customer furnished systems are by others.
- Factory standard supplied fuel tank venting only, any additional venting required by local building or fire codes is not included.

Sincerely,

Kerry Nicolaus

Sr. Sales Representative, Power Generation

Cell 319-215-0602 | Email knicolaus@pacificpowergroup.com

Date: October 27, 2025
 Project: Oregon City Nobel Pump Station
 Company: Oregon City
 Attn: Sang Pau
 Quote#: 38419
 Rev#: 1 – Sourcewell Pricing

We are pleased to offer the following equipment for the project identified above.

Generator List Price	\$ 78,539.00
Sourcewell Generator Price Contract #092222-RYC	\$ 35,097.15
Freight, Startup & Training	\$ 7,217.63
Total Sales Price	\$ 42,314.78
Sourcewell Discount	\$ 43,441.85

Quantity 1 – MTU 50kW Natural Gas Generator

- MTU Model MTU8V0071GS50
- UL2200
- 208V – 3 Phase
- 1800 rpm
- IBC Certified
- Radiator 50 C
- Temp Rise 125 degree C
- Full Load – 173 Amps
- 12-Wire Alternator
- Level 3 Sound Attenuated Enclosure
 - 68.9 DB at 23’ (7 meters)
 - 130 mph wind rating
 - Door Restraints
 - Convenience Outlet
- Coolant Heater
 - 20 degrees F (120V – 1PH 1500W)
- HP-31 Lead Acid starting battery, cables, and rack
- Battery Charger MTU OE 12V-6A
- Battery Charger Mounted & AC/DC Wired
- Unit- Mounted Silencer
- MGC-1520 Rolls Royce Power Systems Digital Generator Controller (MGC1500 Series)
 - 4-Relay Option
- Remote E-stop
- Standard MTU Air Filter
- Air Restriction Indicator
- PMG Kit
- Generator Strip Heater 500W
- MLCB 1
 - 100 Amps
 - 80% LI
- Pad Isolators
- 2-Year/3000 Hour Standby Warranty

- (1) Operation & Maintenance Manual on USB
- NFPA 110 Startup and 2-hour Training Included

Proposal Clarifications:**Proposal Validity:**

The proposal is valid for 30 days.

Terms and Conditions of Sales and Service

This transaction is governed by and subject to seller's Terms and Conditions of Sale and Service (the "Terms and Conditions") of Pacific Power Group, LLC - Company ('Seller') that are in effect as of the date of this invoice. The Terms and Conditions are available online at www.pacificpowergroup.com/terms, and they are incorporated in full by this reference and made a part of this transaction. Customer acknowledges that Customer has read the Terms and Conditions. By purchasing goods and/or services from Seller, Customer agrees to be bound by the Terms and Conditions that are set forth on Seller's website; Customer's payment for and acceptance of the products and/or services described in this invoice will confirm Customer's acceptance of the Terms and Conditions. Upon Customer's request, Seller will provide Customer with a hard copy of the Terms and Conditions.

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General notes to the specification – applicable unless otherwise agreed to in writing:

- Equipment is quoted with nominal AIC ratings, unless otherwise indicated. Changes in equipment sizing due to selective coordination/overcurrent protection/arc flash studies may require quote revision. Equipment off loading at the job site – by others.
- Fuel for testing and static fill by others.
- Sound attenuation levels are based on a free field condition of site. Note excessive ambient sound levels will invalidate the results of on-site testing.
- Warranty is limited to as stated by the equipment manufacturer, there is no other expressed or implied warranty unless it is in writing by the original equipment manufacturer, see warranty parchment.
- Long term storage prior to start-up may affect or limit manufacturer's warranty. Please refer to the specific warranty statement for clarification. No provision for preservation has been made for extended storage of components.
- Standby time in excess of ½ an hour for startup or training services will be charged out at standard rates
- If load bank testing is required and quoted access within 100' of the generator must be provided.
- Pacific Power Group field testing as outlined within our quotation and the project specification is limited to the equipment within our scope of supply.
- Installation or interconnection work required, such as plumbing, wiring, exhaust, mounting pad etc, including any off-engine/generator wiring or plumbing between loose items supplied and customer furnished systems are by others.
- Factory standard supplied fuel tank venting only, any additional venting required by local building or fire codes is not included.

Sincerely,

Kerry Nicolaus

Sr. Sales Representative, Power Generation

Cell 319-215-0602 | Email knicolaus@pacificpowergroup.com

Date: October 27, 2025
 Project: Oregon City Parrish Pump Station
 Company: Oregon City
 Attn: Sang Pau
 Quote#: 38422
 Rev#: 2 – Sourcewell Pricing

We are pleased to offer the following equipment for the project identified above.

Generator List Price	\$ 128,930.00
Sourcewell Generator Price Contract #092222-RYC	\$ 57,469.28
Freight, Startup & Training	\$ 7,855.24
Total Sales Price	\$ 65,324.52
Sourcewell Discount	\$ 71,460.72
Leadtime: 24 Weeks	

Quantity 1 – MTU 130kW Natural Gas Generator

- MTU Model MTU8V0110GS130
- UL2200
- 480V – 3 Phase
- 1800 rpm
- IBC Certified
- Radiator 50 C
- Temp Rise 125 degree C
- Full Load – 195 Amps
- 12-Wire Alternator
- Level 3 Sound Attenuated Enclosure
 - 74.4 DB at 23'
 - 195 mph Wind Rating
 - Door Restraints
 - Convenience Outlet
- Coolant Heater
 - 20 degrees F (120V – 1PH 1500W)
- HP-31 Lead Acid starting battery, cables, and rack
- Battery Charger MTU OE 12V-6A
- Battery Charger Mounted & AC/DC Wired
- Unit- Mounted Silencer
- MGC-1520 Rolls Royce Power Systems Digital Generator Controller (MGC1500 Series)
 - 4-Relay Option
- Remote E-stop
- Standard MTU Air Filter
- Air Restriction Indicator
- PMG Kit
- Generator Strip Heater 150W
- MLCB 1
 - 200 Amps
 - 80% LI
- Pad Isolators

- 2-Year/3000 Hour Standby Warranty
- (1) Operation & Maintenance Manual on USB
- NFPA 110 Startup and 2-hour Training Included

Proposal Clarifications:**Proposal Validity:**

The proposal is valid for 30 days.

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- Factory standard supplied fuel tank venting only, any additional venting required by local building or fire codes is not included.

Sincerely,

Kerry Nicolaus

Sr. Sales Representative, Power Generation

Cell 319-215-0602 | Email knicolaus@pacificpowergroup.com

Date: October 27, 2025
Project: Oregon City Settlers Pump Station
Company: Oregon City
Attn: Sang Pau
Quote#: 38420
Rev#: 1 – Sourcewell Pricing

We are pleased to offer the following equipment for the project identified above.

Generator List Price	\$ 121,240.00
Sourcewell Generator Price Contract #092222-RYC	\$ 47,813.82
Freight, Startup & Training	\$ 7,344.80
Total Sales Price	\$ 55,158.62
Sourcewell Discount	\$ 73,426.18

Quantity 1 – MTU 130kW Natural Gas Generator

- MTU Model MTU8V0110GS130
- UL2200
- 480V – 3 Phase
- 1800 rpm
- IBC Certified
- Radiator 50 C
- Temp Rise 125 degree C
- Full Load – 195 Amps
- 12-Wire Alternator
- Open Set Generator – Indoor Installation
 - Convenience Outlet
 - 4” Wall Thimble
 - 4” Tailpipe – Rain Cap Assembly
- Coolant Heater
 - 20 degrees F (120V – 1PH 1500W)
- HP-31 Lead Acid starting battery, cables, and rack
- Battery Charger MTU OE 12V-6A
- Battery Charger Mounted & AC/DC Wired
- Unit- Mounted Silencer
- MGC-1520 Rolls Royce Power Systems Digital Generator Controller (MGC1500 Series)
 - 4-Relay Option
- Remote E-stop
- Standard MTU Air Filter
- Air Restriction Indicator
- PMG Kit
- Generator Strip Heater 150W
- MLCB 1
 - 200 Amps
 - 80% LI
- Pad Isolators
- 2-Year/3000 Hour Standby Warranty
- (1) Operation & Maintenance Manual on USB

- NFPA 110 Startup and 2-hour Training Included

Proposal Clarifications:**Proposal Validity:**

The proposal is valid for 30 days.

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Sincerely,

Kerry Nicolaus

Sr. Sales Representative, Power Generation

Cell 319-215-0602 | Email knicolaus@pacificpowergroup.com



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** November 5, 2025
From: Matt Zook, Finance Director

SUBJECT:

Item 7.e. - Intergovernmental Agreement for Judicial Services

STAFF RECOMMENDATION:

Staff recommends the Commission authorize the Mayor to sign the Intergovernmental Agreement for the City of Oregon City to participate in shared judicial services with the cities of Lake Oswego, St. Helens, and Gladstone.

EXECUTIVE SUMMARY:

BACKGROUND:

Judge Amy Lindgren has proposed the attached Intergovernmental Agreement (IGA) to formalize the relationship and shared judicial services provided by Judge Amy Lindgren to the cities of Lake Oswego, St. Helens, Oregon City, and Gladstone. This would replace the existing IGA for shared judicial services between the cities of St. Helens, Oregon City, and Gladstone. Judge Lindgren has been appointed in October 2025 to be the Lake Oswego Municipal Judge, and the attached agreement reflects the formal approval from the City of Lake Oswego. Approval will be sought from the cities of St. Helens and Gladstone concurrently with or after the approval from the City of Oregon City.

OPTIONS:

1. Approve Intergovernmental Agreement for Judicial Services.
2. Approve Intergovernmental Agreement for Judicial Services with Amendments.
3. Deny Intergovernmental Agreement for Judicial Services and provide further direction.

BUDGET IMPACT:

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

INTERGOVERNMENTAL AGREEMENT FOR JUDICIAL SERVICES

This INTERGOVERNMENTAL AGREEMENT (“IGA”) for judicial Services (“Services”) is made and entered into by and between the Cities of Lake Oswego, Oregon City, Gladstone, and St. Helens (collectively, the “Parties”).

RECITALS

WHEREAS, each of the parties to this IGA operates a municipal court and has need for the services of a judge;

WHEREAS, Amy Lindgren, a qualified attorney who works at Amy Lindgren Law, LLC (“Lindgren”) is qualified to serve as a judge for each of the Parties’ municipal court; and

WHEREAS, by the authority granted in Oregon Revised Statutes (ORS) 190.010 *et seq.*, and applicable local law, local government agencies may enter into cooperative agreements with other units of local government on terms and conditions mutually agreeable to the contracting parties; and

WHEREAS, ORS 221.355 expressly permits cities to enter into intergovernmental agreements for one city to provide judicial services to another city; and

WHEREAS, the City of Lake Oswego agrees to provide judicial services to the other cities that are a party to this IGA.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Term. The term of this IGA shall be effective as to each city as of the date Lindgren first performed judicial services for the respective city and shall remain in effect indefinitely until terminated as described below.

2. Termination. Any Party to this IGA may terminate its participation in this IGA at any time by providing notice in writing to the other Parties and to Lindgren. If one Party terminates its participation in this IGA, it will not affect the rights and obligations of the other Parties to this IGA. To the extent Lindgren no longer serves as municipal judge for any particular Party, this IGA automatically terminates as to that Party. If Lake Oswego terminates its participation, St. Helen’s shall become the Party providing services under this IGA and take on all rights and responsibilities of the terminating Party.

3. Parties. The initial parties to this IGA are the cities of Lake Oswego, Oregon City, Gladstone, and St. Helens. However, any other jurisdiction in the state of Oregon may join this IGA by providing notice to the current Parties of their intent to join this IGA and by selecting Lindgren as their municipal judge. The Parties, including future participants in this

IGA, hereby waive any objection to any new jurisdiction becoming a Party to this IGA. The sole remedy should a Party object to a new jurisdiction participating in this IGA is for the objecting Party to terminate its participation in this IGA, as described in Paragraph 2 above. Lindgren shall, at all times, maintain a comprehensive list of all parties to this IGA.

4. Services. Lake Oswego agrees to provide judicial services as the primary employer of Judge Amy Lindgren to the other Parties to this IGA on the terms and conditions contained herein. Judicial services to Oregon City, Gladstone, and St. Helens shall be provided through Lindgren's law firm Amy Lindgren, LLC, pursuant to separate agreements with those cities. Each Party shall remain entirely responsible for running its own municipal court, including, but not limited to, being responsible for court dockets, notices, jury selection and management, maintaining records and entering into separate agreements with Lindgren, any pro tem judges, and any prosecuting or defense attorneys regarding the services to be provided and compensation for those services to that particular Party. In accordance with ORS 221.355, all fines, costs and forfeited security deposits collected shall be paid to the prosecuting Party. Except as provided below, each Party shall be responsible for defending against any and all claims, actions and demands related to the activities of its respective municipal court. To the extent a claim, action or demand is brought against the Party providing judicial services under this IGA for the acts or omissions of another Party's municipal court, including the acts or omissions of Lindgren, the Party whose municipal court's acts or omissions are in question shall defend and indemnify the Party providing services under this IGA for such claim, action or demand.

5. Relationship and Authority. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

6. Other Agreements. This IGA shall have no effect on any other agreements, written or oral, currently in place.

7. Severability. The invalidity or unenforceability of any provision of this IGA shall not affect the validity or enforceability of any other provision of this IGA, which shall remain in full force and effect until ended or terminated.

8. Entire Agreement; Amendments; Waiver; Counterparts. This IGA contains the entire agreement of the Parties on the subjects enumerated herein, and except for other Parties joining the IGA pursuant to Paragraph 3 above, shall not be altered, modified supplemented, or amended in any manner whatsoever without the prior written approval of the Parties. The failure of any Party to enforce any provision of this IGA does not constitute a waiver of it or any other provision. This IGA may be executed in two or more counterparts, which collectively shall represent a single binding agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties by the signatures of their authorized representatives execute this IGA for Services effective as to each city as of the date Lindgren first performed judicial services for the respective city.

CITY OF OREGON CITY

By: _____
Name: _____
Its: _____
Date: _____

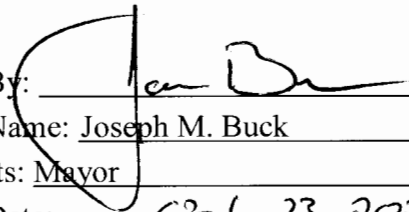
CITY OF GLADSTONE

By: _____
Name: _____
Its: _____
Date: _____

CITY OF ST. HELENS

By: _____
Name: _____
Its: _____
Date: _____

CITY OF LAKE OSWEGO

By:  _____
Name: Joseph M. Buck
Its: Mayor
Date: Oct. 23, 2025



CITY OF OREGON CITY CITY COMMISSION SPECIAL INTERVIEW MEETING DRAFT MEETING MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Monday, February 10, 2025 at 6:30 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 6:33 P.M.

PRESENT: 5 - Commissioner Adam Marl, Commissioner Mike Mitchell, Commissioner Rocky Smith, Commissioner Scott Wilson, Mayor Denyse McGriff

STAFFERS: 1 - Assistant City Recorder Evan Lee

2. GENERAL BUSINESS

a. Interviews for Appointment to the Planning Commission

The City Commissioners interviewed applicants for the Planning Commission in the following order:

1. Lane Elmer
2. Robert Green
3. Victoria Meinig

Each applicant was asked the following questions:

1. What relevant experiences, skills and abilities have prepared you for the Planning Commission?
2. What is the most important goal or purpose of the Planning Commission?
3. How would you go about balancing code requirements, possible negative public comments, and your personal opinion with allowing reasonable development to go forward?
4. Are you available to read the materials and attend hearings (generally the second and fourth Mondays of each month at 7pm)?
5. How should the city balance livability and housing costs?
6. What are some differences between quasi-judicial hearings and legislative hearings?
7. What questions do you have for us? Is there anything else you would like us to know?

There was discussion about the candidates and when to vote on the appointment.

3. ADJOURNMENT

Mayor McGriff adjourned the meeting at 7:18 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder

Date Approved: _____



CITY OF OREGON CITY CITY COMMISSION WORK SESSION - REVISED DRAFT MEETING MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, August 13, 2024 at 6:00 PM

EXECUTIVE SESSION

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

1. CONVENE MEETING AND ROLL CALL

Mayor Denyse McGriff convened the meeting at 6:05 P.M.

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

STAFFERS: 6 - City Manager Tony Konkol, Assistant City Recorder Evan Lee, City Engineer Dayna Webb, Public Works Director John Lewis, Community Development Director Aquilla Hurd-Ravich, Planning Manager Pete Walter

2. GENERAL BUSINESS

2.a. McLoughlin Boulevard Enhancement Plan (CI 22-002) Update

Dayna Webb, City Engineer, introduced Nick Gross, consultant with Kittelson and Associates. Mr. Gross gave a presentation summarizing the previous five work sessions on the McLoughlin Boulevard Enhancement project and updating the Commission on new developments. Mr. Gross asked for Commission input on parking considerations near the Arch Bridge and along McLoughlin Boulevard. There were 15 parking spaces along the west side of McLoughlin Boulevard, on either side of the bridge. There were 6 spaces underneath the bridge to the east of McLoughlin Boulevard. There were also some parking spaces south of the bridge at the "elbow" of where McLoughlin Boulevard curves.

Commissioner Mitchell began by discussing the 15 parking spaces located on either side of the bridge. He proposed keeping the existing parking on one side of the bridge and converting the parking spaces on the other side into green space. Commissioner O'Donnell wanted to know how much space the existing parking takes up. Mr. Gross replied that the potential green space would be about 20 feet wide.

Commissioner Marl said he felt strongly that these parking spaces should remain. He said that eliminating parking in this space would prevent people from going to the area. Mayor McGriff proposed converting one parking space on either side of the bridge into green space. This could make the walking space more inviting. Commissioner Smith agreed that all the parking spaces should be kept.

Commissioner Smith thought that the area under the bridge could also be changed to make the area more active. The biggest obstacle would be the limited vertical space. Tony Konkol, City Manager, recommended looking at this strip as part of a connection from the river to the Elevator.

John Lewis, Public Works Director, thought the same applied to the "elbow" area. With the development of tumwata village on the opposite side of McLoughlin, this space would be more attractive to foot traffic. Commissioner O'Donnell said that this area was not very attractive as a green space because of the traffic volume. He also said that the traffic made it difficult to get out of the parking spaces.

Mrs. Webb gave a list of upcoming steps. They would give presentations on this topic to other city

committees before coming back to the City Commission.

The City Commission took a recess from 7:09 to 7:21 PM.

2.b. Park Place Concept Plan Code Revisions- Update

Aquilla Hurd-Ravich, Community Development Director, introduced Pete Walter, Planning Manager, and Bill Kabeiseman, City Attorney. Mrs. Hurd-Ravich gave a brief background on the origins of the Park Place Concept Plan (PPCP). Mr. Kabeiseman stated that dramatic changes to statewide land use legislation had made it difficult to implement much of what is in the original plan.

Mr. Kabeiseman offered roadways as an example. New case law has restricted cities' ability to require developers to pay for upgrades to existing roadways and intersections that would be impacted by the development. He highlighted the connection between Holly Lane and Swan Avenue. This connection would not be completed with the development of one subdivision or development. The city would have to wait for intersections to fail before it could charge a new developer for the full cost of their impact.

Mr. Kabeiseman offered a few funding alternatives. First he mentioned federal and state grants but mentioned that these were hard to get. Then he mentioned the formation of a local improvement district. These were only feasible if more than two-thirds of people in the development area agree to it. The local improvement district would be voted on by the owners of properties that would benefit from the improvement, not just a new development, with vote share weighted by property value. Another option was to create a reimbursement district. A developer would build the infrastructure and could recover some of the costs from future developments that come nearby. Finally, a city could pay for the improvements upfront and then require extra fees from new developments.

Mr. Kabeiseman then began to discuss legal issues around clear and objective standards. The primary issue was recent case law from Oregon's Land Use Board of Appeals (LUBA) surrounding clear and objective standards. Mr. Kabeiseman brought up an example of a case from Cannon Beach. A property owner wanted to build a new road on a steep slope. Cannon Beach's road requirements mandated that the owner get a geotechnical review of the path and follow what the geotechnical review says. The property owner argued that Cannon Beach was not using a clear and objective standard. LUBA agreed with the property owner.

There was discussion about how a city could craft clear and objective transportation standards relating to emergency evacuations, including the use of a moratorium on construction while those standards are created.

Mr. Kabeiseman then began to discuss legal issues around middle housing. He said that the middle housing standards already adopted into the city's code did not need updating. There was discussion about how a new law going into effect in January 2025 would make it easier for applicants to get variances, and city staff were exploring an option provided by the state to exempt cities from this portion of the law.

Mr. Kabeiseman said that, while more changes were likely to come in the next state legislative session, it was time to talk about park land in Park Place. The PPCP called for an 8–10 acre community park, a 3–5 acre neighborhood park, and off-street trails. Each development would contribute land or fee in lieu as it was built, and the city would purchase the land for the parks.

Mr. Kabeiseman then began to discuss the neighborhood commercial zone. The zoning requirements in the code allowed for up to 50% residential use in this zone, so clear and objective standards would apply here, too. He thought the commission might also want to review the current allowed commercial uses in this zone.

Mr. Walter gave an overview of a market analysis of the neighborhood commercial zone.

Mrs. Hurd-Ravich gave an overview of drafted code changes. There was discussion about transition zones, whether or not to allow multi-family housing in R-3.5 zoning, that pictures had to be removed from the residential design standards section of the code to meet clear and objective standards, housing diversity standards, and standards in the neighborhood commercial zone.

2.c. Consent Agenda Contract Amount

Commissioner Mitchell had requested this item be put on the agenda for a work session. He said that after speaking with Public Works Director John Lewis, he thought this could be resolved with a change to the staff reports. He asked if the staff reports for contracts could include whether the item came in above, at, or below projections when the budget was created.

Mr. Konkol said that information could be added to future staff reports.

3. COMMUNICATIONS

Mr. Konkol gave a preview of items that would be discussed at upcoming work sessions.

4. COMMITTEE REPORTS

Commissioner O'Donnell

None

Commissioner Smith

Commissioner Smith gave an update on the new Executive Director of the End of the Oregon Trail Interpretive Center, Corinne Lowenthal, and their goals for the next year.

Commissioner Marl

Commissioner Marl said the Clackamas County Coordinating Committee (C4) had made additional edits to the joint transportation values document. He said that item would come back for the City Commission to review and approve. He also said the Citizen Involvement Committee (CIC) was revising their bylaws regarding membership.

Commissioner Mitchell

None

Mayor McGriff

Mayor McGriff gave updates on the Willamette Falls Locks Authority and Metro Policy Advisory Committee.

5. ADJOURNMENT

Mayor McGriff adjourned the meeting at 9:38 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder

Date Approved: _____



CITY OF OREGON CITY CITY COMMISSION WORK SESSION DRAFT MEETING MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, August 21, 2024 at 6:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 6:07 P.M.

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

STAFFERS: 4 - City Manager Tony Konkol, Assistant City Manager Alex Rains, Assistant City Recorder Evan Lee, Economic Development Manager James Graham

2. GENERAL BUSINESS

2.a. Adaptive Re-use Building Rehabilitation Program 2.0

Economic Development Manager James Graham began by summarizing a discussion the Commission had on this program at a meeting on June 11. Topics discussed in June included age of the buildings that could qualify, clawing back money if terms are not met, purpose of the program, and what portion of the city would be covered.

Mr. Graham stated that this is a forgivable loan program. If the loan terms are met, then the loan converts to a grant and is forgiven. If the loan terms are not met, then the loan has a 5 year term with a 20% interest rate. To further protect the city's interests, the city would also put a lien against the property.

Mr. Graham said that the goal of the program is to reduce the number of underutilized buildings, increase the tax base, and create new jobs. He discussed some of the potential costs that would qualify for the program. The maximum loan was \$150,000. Mr. Graham also gave examples of eligible costs that the loan could be used for. He then discussed the application process.

Commissioner O'Donnell asked if the payments would be lump sum or incremental disbursements based on predetermined benchmarks. Mr. Graham said that staff would prefer a lump sum payment, given the size and workload of city staff working on this program. Commissioner O'Donnell said he would prefer not giving money in a lump sum as a protection against fraud.

There was discussion about who would monitor project progress. Mr. Konkol, City Manager, said that the Planning and Building departments would monitor progress. There was discussion about adding check-in points to ensure compliance.

There was discussion about non-profit eligibility being contingent on the non-profit paying local property taxes and about whether the agreement could require the improvements to be maintained for a number of years.

Commissioner Mitchell asked if the first loan payments would be due when the city determined that the terms of the agreement were not met. Mr. Graham confirmed that was correct.

There was discussion about only allowing properties in the Urban Renewal District to be eligible, not restricting the eligibility to only mixed use zoning, the application selection process, giving the loans in two disbursements, prioritizing projects that reactivate downtown, and whether the lien for this loan would be a first or second position.

3. COMMUNICATIONS

None.

4. COMMITTEE REPORTS

Commissioner O'Donnell

None.

Commissioner Smith

None.

Commissioner Marl

None.

Commissioner Mitchell

None.

Mayor McGriff

None.

5. ADJOURNMENT

Mayor McGriff adjourned the meeting at .7:00 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder

Date Approved: _____



CITY OF OREGON CITY

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

Staff Report

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

SUBJECT:

Item 9.a. - Adaptive Re-Use Historic Facade Improvements Update - 703 Main Street

STAFF RECOMMENDATION:

Review and accept the proposed rendering of the historic façade

EXECUTIVE SUMMARY:

The program's first application to the Adaptive Re-Use Rehabilitation Building Program 2.0 is London D. Aesthetics, located at 705 Main Street, Oregon City. The applicant is seeking a \$125,000 forgivable loan to renovate its neighboring building located at 703 Main Street. The City Commission conditionally approved that the London D. Aesthetics application was a project of interest but wanted the applicant to come back to the City Commission to reveal the historic facade improvements proposed for the building.

BACKGROUND:

During the City Commission's Regular Meeting held on August 20, 2025, London D. Aesthetics, located at 705 Main Street and an applicant of the Adaptive Re-Use Building Rehabilitation Program 2.0, made a presentation about its application to the program.

As part of the program's guidelines, the City Commission conducts a "project of interest review" whereby the governing body expresses an interest in seeing the project move forward through the City's permit process because the project meets the goals and objectives of the program. This does not constitute approval of any funding assistance or approval of any permits.

Members of the City Commission were interested in seeing the historic façade improvements to the building in that they were not revealed during the meeting. The City Commission voted and unanimously approved that the London D. Aesthetics application was a project of interest, thereby allowing it to move forward through the City's permit process as per the guidelines of the Adaptive Re-Use Building Rehabilitation Program 2.0. The vote was conditioned on the applicant coming back to the City Commission to reveal the historic façade improvements proposed for the structure.

Included in this report is a project narrative and pictorial describing the proposed scope of work, which includes the exterior renovations and façade improvement.

OPTIONS:

1. Review and accept the proposed rendering of the historic façade improvements.
2. Do not accept the proposed rendering of the historic façade improvements and seek another variation.

BUDGET IMPACT:

Amount \$125,000
Fiscal Year(s): 2025/2026
Funding Source(s): General Fund

Project Description – Adaptive Reuse Building Rehabilitation Program 2.0

703 Main Street, Oregon City, Oregon

Submitted by Derek Metson, Principal, Greenbox Architecture

The proposed scope of work includes exterior renovations and façade improvements to unify the appearance of the existing one-story building and present a cohesive streetscape composition. The design approach respects the surrounding architectural context while restoring materials and details consistent with the recently improved portions of the façade.

The project retains the **existing mural**, which, although not original to the building, has become a valued representation of Oregon City's cultural and historic identity. Restoring the original cornice would require the mural's removal; however, given the significance of murals in telling the city's story, this artwork will remain in place as a defining feature of the building's frontage.

Exterior alterations focus on replacing deteriorated finishes and modernizing the storefront while maintaining compatibility with the existing materials and character. The **rustic wood façade and failing windows** of the former Don Pepe's Restaurant will be replaced with new windows, doors, and cladding that match the updated portions of the building.

Key improvements include:

- **Existing mural to remain**
- **New tenant signage** to match the style, scale, and material of the existing London Aesthetics sign
- **New fabric awning** extending across the full width of the building to visually tie together the façade elements, provide weather protection and a commonality with the awning at 701 Main Street.
- **Stone and stucco cladding** to match the existing renovated portions of the building
- **New wood entry doors** designed to complement the existing architectural vocabulary
- **New storefront glazing system** to match the existing color, framing style, and proportion of adjacent tenant

The intent of these improvements is to pull together the various façade elements into a single, cohesive composition of appropriate **width, height, and material continuity**, enhancing the building's overall visual harmony while preserving its historic narrative through the retained mural.

Respectfully submitted,

Derek Metson, AIA, NCARB

Principal, Greenbox Architecture

October 2025

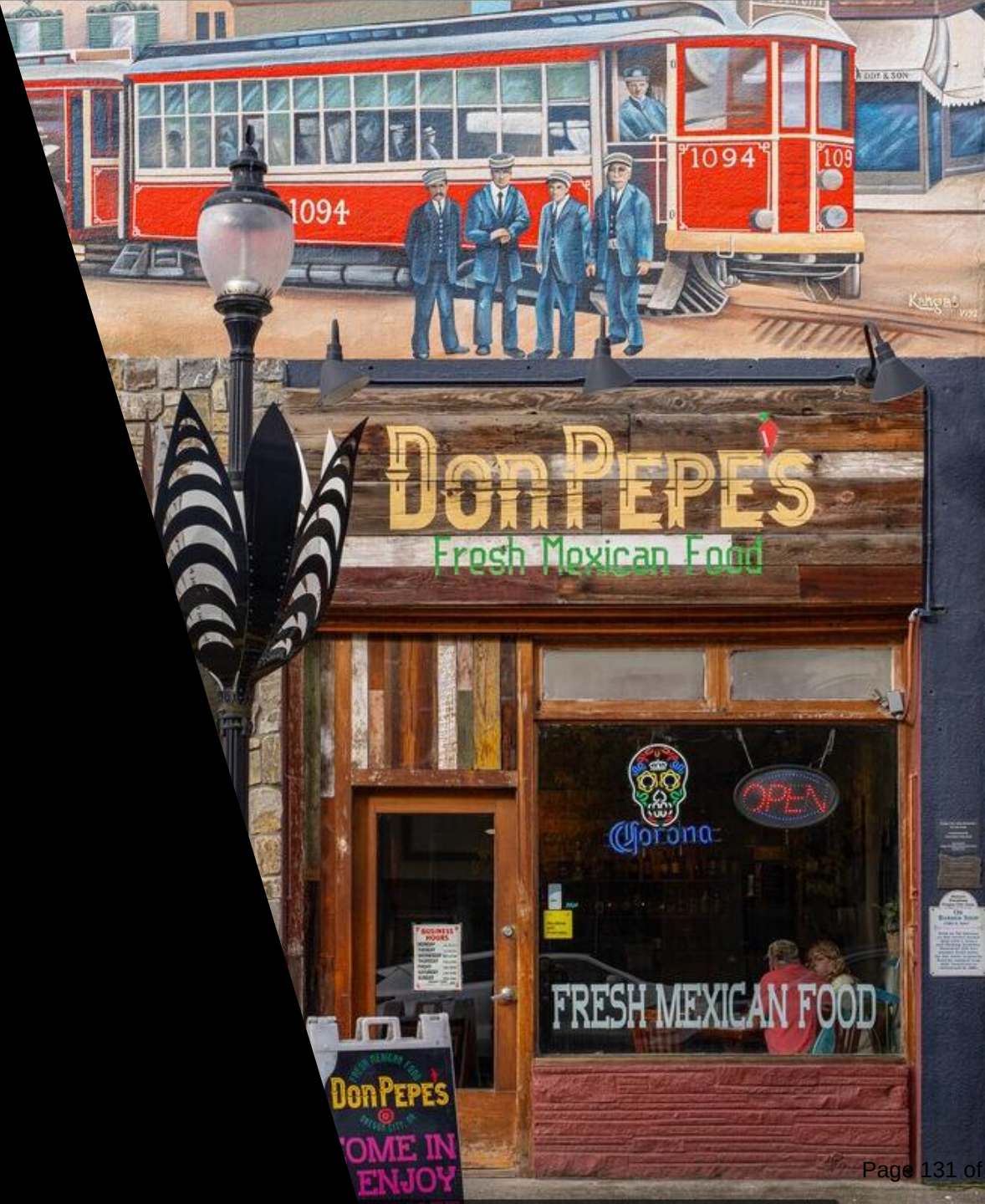
703/705 MAIN ST ALTERATION

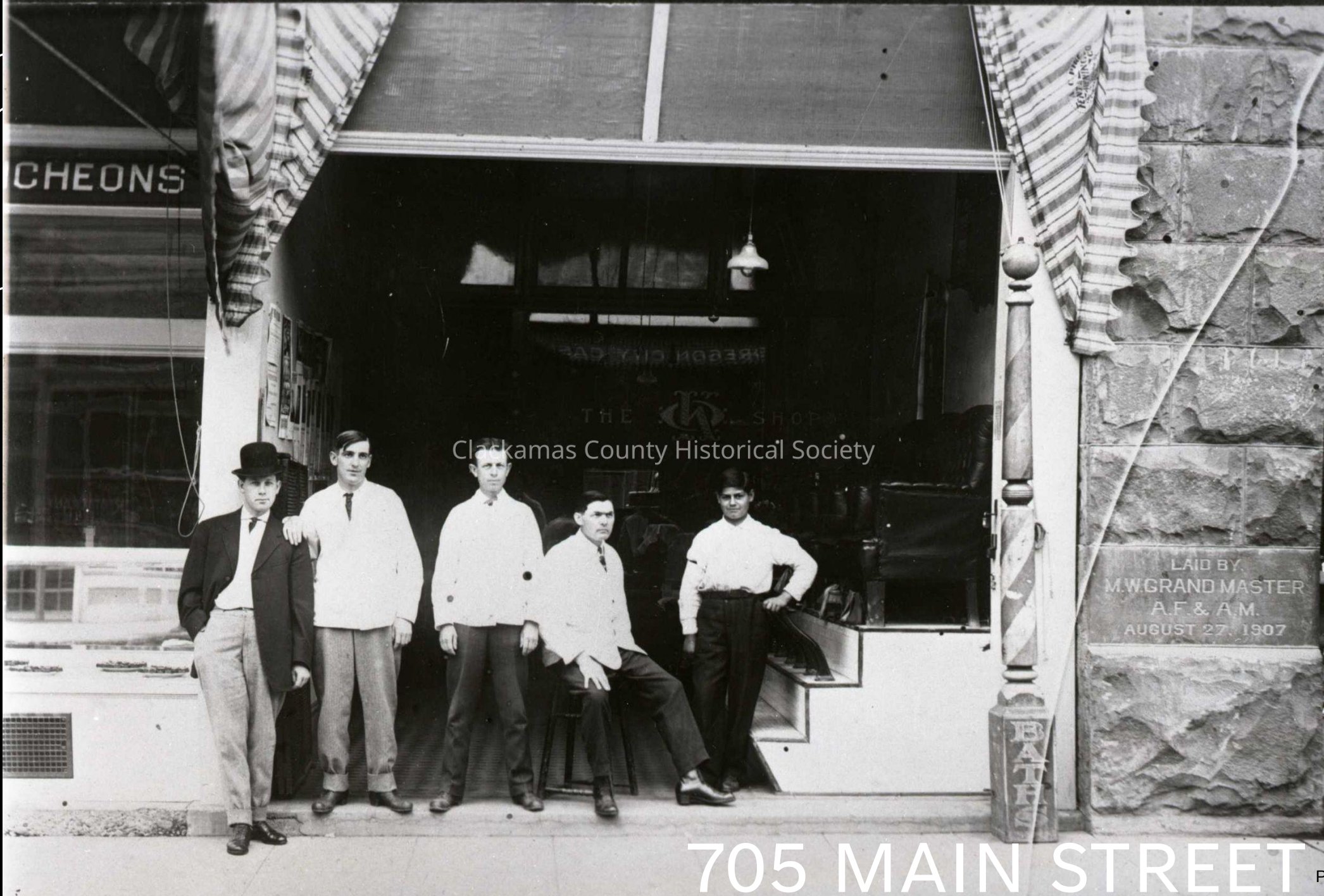




Image Courtesy of Downtown Oregon City Association

EXISTING STREET VIEW AT STREET LEVEL





CHEONS

CLACKAMAS COUNTY HISTORICAL SOCIETY

LAID BY
M.W. GRAND MASTER
A.F. & A.M.
AUGUST 27, 1907

BATHS

705 MAIN STREET



PROPOSED STREET FACADE



Leah Davidson

New Tenant





Smith & Partners

New Tenant

PROPOSED VIEW
LOOKING SOUTH



PROPOSED VIEW LOOKING NORTH

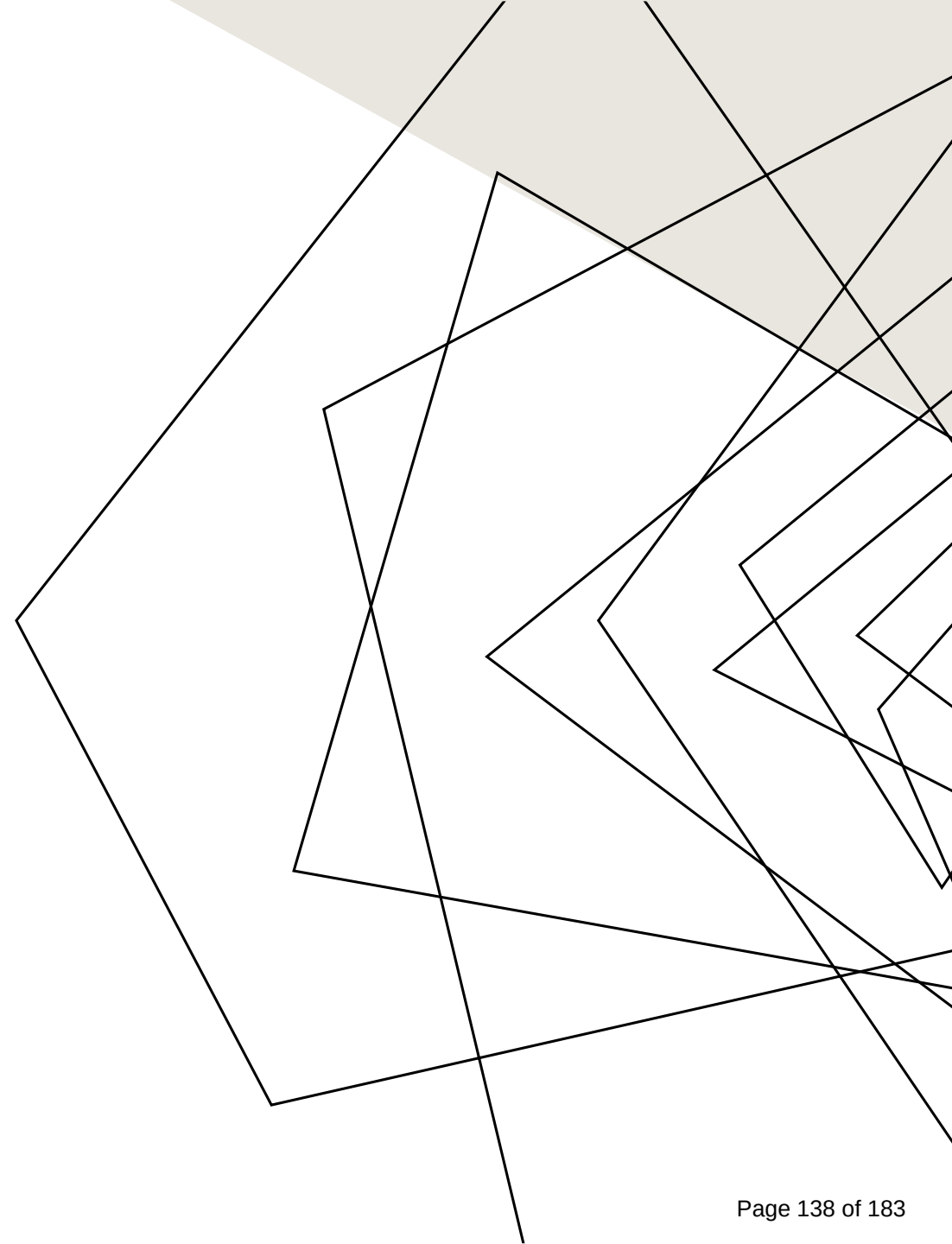
- EXISTING MURAL TO REMAIN
- NEW TENANT SIGN TO MATCH EXISTING
- NEW FABRIC AWNING
- MATCH EXISTING STONE CLADDING
- NEW WOOD DOORS AT ENTRIES



PROPOSED ALLEY VIEW

PROJECT VISION

- Revitalize a 1907 historic Main Street building.
- Restore historic architectural elements
- Recapture 1,600 SF of previously unusable Basement space
- Expand usable area by 60% without altering building scale





PROJECT BENEFITS

- Preserves architectural history and provides significant rehabilitation to an existing building
- Enhancing economic vibrancy by renovated this space can provide affordable spaces for startups and small businesses, including incubator spaces downstairs, fostering entrepreneurship and contributing to economic diversity
- Designing and developing the ground floor and street-level area of this building, will foster a vibrant, engaging and interactive experience for pedestrians and the community
- Enhancing the safety factor by installing a sprinkler system/fire suppression system
- Increased assessed property value by making this building more attractive, functional, safe, and desirable, ultimately increasing its market value and contributing to the overall revitalization of the surrounding area

SCOPE OF WORK

- Roof reconstruction and rear shed removal
- raise first-floor ceiling from 10' to 14'
- restore storefront with historic features
- reopen basement, build 6 office units
- ADA and life safety system upgrades





EXISTING BASEMENT



- Preserve original materials and massing
- No change to building footprint
- Maximize daylight, raise ceiling heights
- Tasteful, modern interiors respecting history
- Diverse tenant mix – New ground floor retail tenant – Five new executive offices

PRELIMINARY CONSTRUCTION SCHEDULE

- Start: August 2025
- End: December 2025
- Demolition: August–September
- Structural and Envelope: August–September
- MEP and Interiors: September–October
- Inspections and Occupancy: November/December

ADAPTIVE REUSE FORGIVABLE LOAN REQUEST

\$125,000

USE OF FUNDS

- New Fire Suppression System – \$12,288.58
- Electric System Upgrades – \$57,175.53
- System Development Charges – \$9,721.50
- City Permit Fees – \$5,352.25
- Interior Demolition – \$26,760.90
- Engineering/Architectural Fees – \$9,502.58
- Exterior Renovation – \$4,198.66

TOTAL – \$125,000

FUNDING SOURCES

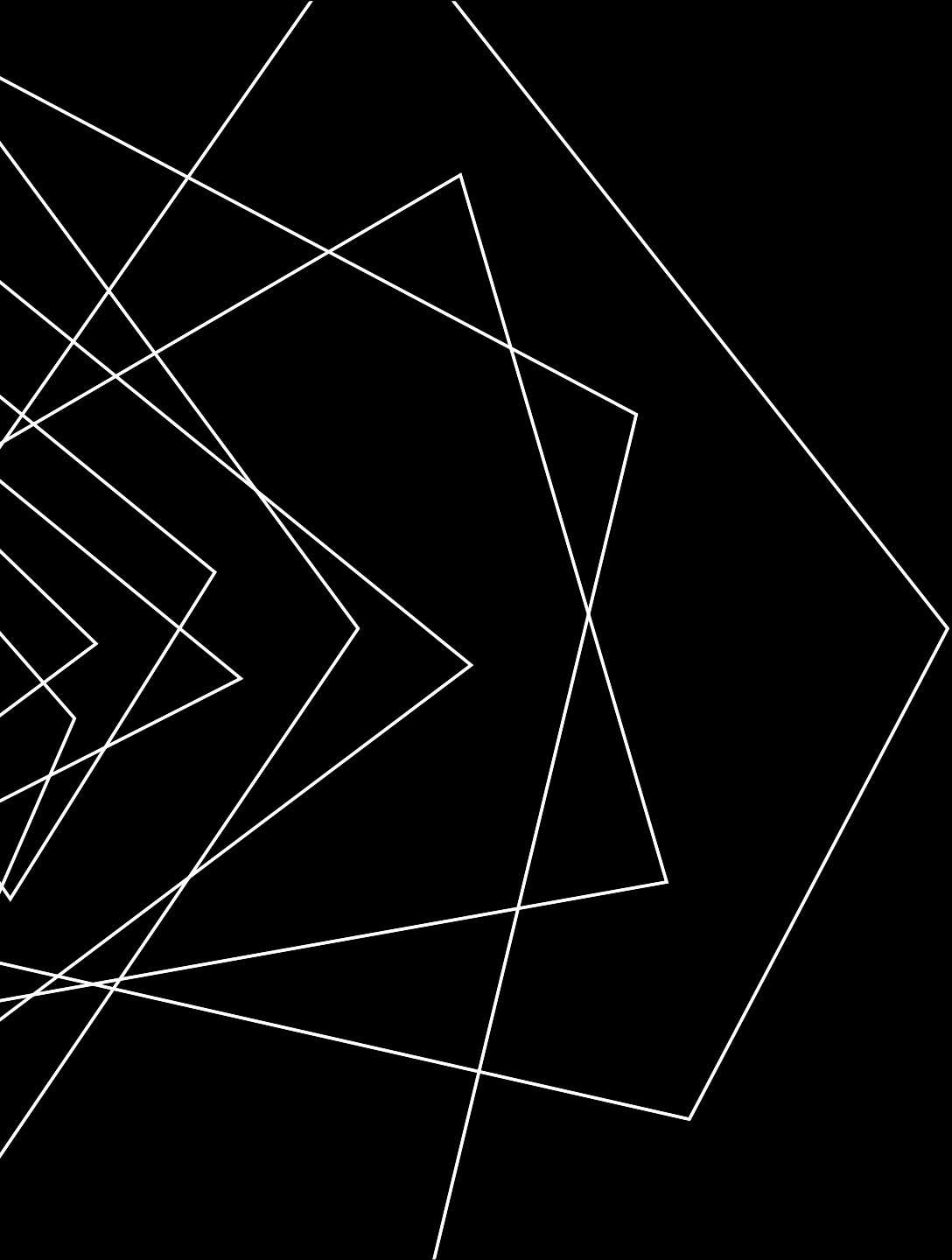
REUSE FORGIVABLE LOAN – \$125,000

PERSONAL LOAN – \$190,971.80

TOTAL - \$315,971.80

OWNER PROFILE – DONNA LONDON

- 37+ years in healthcare
- 18 years in aesthetic and integrative medicine
- Owner-occupant ensures long-term stewardship.
- Completed a self funded rehabilitation/code upgrades in 2021/2022 of 703 Main Street.
- Committed to successful execution and oversight
- 703 Main St is a prime candidate for the Adaptive Reuse Program.
- Preserves a historic building
- Increases pedestrian activity and tax value
- Fully shovel-ready and feasible
- Ready to catalyze downtown revitalization



THANK YOU

Derek Metson
Greenbox Architecture
info@greenboxpdx.com

Donna London
LondonD Investments/LondonD Aesthetics
info@londondaesthetics.com



CITY OF OREGON CITY

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

Staff Report

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

SUBJECT:

Item 9.b. - Board and Committee Appointment Process Discussion

STAFF RECOMMENDATION:

Discussion only.

EXECUTIVE SUMMARY:

After the approval of Ballot Measure 3-580, the Oregon City Charter was amended such that the City Commission appoints members of the Planning Commission (PC) and Historic Review Board (HRB). Thereafter, the City Commission adopted Resolution No. 22-35, which adopted the appointment procedure used to interview and select members of the PC and HRB. Staff is bringing this item forward to discuss if the City Commission would like make any changes to this process.

For other advisory boards and committees, the current practice is for the committee to conduct the interview and provide a recommendation to the Mayor for appointment.

Exceptions to this general rule include the Urban Renewal Commission (interviewed by the City Commission, appointed by the City Commission, required by ORS 457.045(2)), Enhancement Grant Program Committee (interviewed by the Mayor and staff, appointment by the Mayor), and budget committees (interviewed by Mayor and staff, appointment by the Mayor). Staff is also requesting guidance if any changes are requested to these procedures.

BACKGROUND:

Planning Commission and Historic Review Board

Prior to the adoption of Ballot Measure 3-580, the Mayor appointed members of the PC and the HRB (like other boards and committees, per the Charter). The new text of the Oregon City Charter states: "The mayor shall appoint the committees provided by the rules of the commission, except the planning commission and the historic review board, which shall be appointed by a majority vote of the commission."

On November 2, 2022, staff brought forward various options to implement the changes to the Charter. Staff has provided the November 2, 2022 staff report and draft resolution for review. The City Commission voted to conduct the interviews during a public meeting before the City Commission without doing interviews at the PC/HRB level. Resolution No. 22-35 (as amended after the City Commission discussion and vote) was approved November 16,

2022.

Below is a summary of the concepts that the City Commission discussed at the November 2, 2022 meeting:

Current practice (Resolution 22-35) (City Commission public meeting):

1. The City Commission conducts the interviews during a December public meeting.
2. The City Commission's final selection of the candidates occurs in January each year.
3. The PC and HRB do not conduct interviews nor provide recommendations.

Option #1 (no public meeting):

1. The Mayor and a selected group interviews the candidates (in the past, this group was the Mayor, staff, and the chair of the committee) and provides a recommendation to the City Commission.
2. The City Commission makes the final selection of the candidates in January each year based on the group's recommendation.
3. The group interview can be recorded for review by the City Commissioners, but the interview is not held during a public meeting.

Option #2(PC/HRB public meeting):

1. PC/HRB conducts the interviews of candidates in December each year and provide a recommendation to the City Commission at a public meeting.
2. The City Commissioners may attend the interview or watch the video recording of the interview meeting, if desired.
3. City Commission "may" ask candidates to attend a second interview with the City Commission (timing may be challenging).
4. The City Commission makes the final selection of the candidates in January each year.

Option #3 (Both City Commission and PC/HRB public meetings):

1. PC/HRB conducts the initial interviews of candidates and provides a recommendation during a November meeting.
2. The City Commission interviews the recommended candidates during a December meeting.
3. The City Commission makes the final selection of the candidates during January each year.

Other Committees

In the past, the Mayor, chair of the committee, and staff interviewed advisory committee applicants in a non-public meeting without a public interview before the advisory committee. The standard practice now is that the advisory committee conducts the interview and provides a recommendation to the Mayor for her final selection. Staff would like to provide an opportunity to discuss this procedure if any changes are requested, but do not have any specific recommendations.

OPTIONS:

1. Keep the current appointment process and make no changes to the policy adopted with Resolution No. 22-35.

2. Recommend changes to the appointment process, identifying specific changes that can be adopted with a subsequent resolution.
3. Provide guidance on the appointment process for the other committees, if desired.

BUDGET IMPACT:

N/A

RESOLUTION NO. 22-35

A RESOLUTION ADOPTING A PROCESS FOR THE APPOINTMENT OF PLANNING COMMISSION AND HISTORIC REVIEW BOARD MEMBERS

WHEREAS, With the passage of Ballot Measure 3-580, the City Commission appoints members to the Planning Commission (PC) and the Historic Review Board (HRB) instead of the Mayor alone; and

WHEREAS, An appointment process needs to be established to ensure proper coordination, fairness, and efficiency in the appointment process for members of the PC and HRB.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission adopts the PC and HRB Appointment Procedure Policy attached as Exhibit A to this resolution.

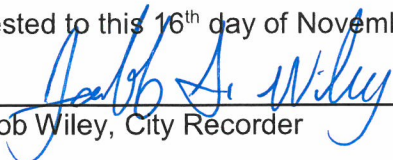
Section 2. The PC and HRB Appointment Procedure Policy shall be included as an addendum to the existing Rules of Procedure (adopted via Resolution 21-09) and incorporated in the next update.

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

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


DENYSE C. MCGRIFF
Mayor

Attested to this 16th day of November 2022:


Jakob Wiley, City Recorder

Approved as to legal sufficiency:


City Attorney

**Oregon City Planning Commission and Historic Review Board
Appointment Procedure Policy**

Section 1. – Deadline for Applications

The deadline to submit an application for appointment to the Planning Commission (PC) or Historic Review Board (HRB) shall be the third Friday in November each year for the terms starting in the beginning of the next year.

Section 2. – Interviews for Applicants

Interviews for the applicants shall be scheduled during a City Commission meeting (or meetings) held in December each year.

Section 3. – Selection of Appointees

The City Commission shall vote to appoint applicants to their respective positions during the first meeting of the City Commission each year.

Section 4. – Oath of Office

The oath of office ceremonies shall be held before the respective body (HRB or PC). The Mayor or chair of the PC or HRB shall officiate the oath of office for appointed HRB and PC members at the first meeting of the HRB or PC each year, as appropriate.

Section 5. – Filling Out-of-Cycle Vacancies

An out-of-cycle vacancy occurs when a vacancy is created for any reason on or before October 1 each year. In the event of an out-of-cycle vacancy in the PC or HRB, the City Recorder or designee shall determine an appropriate deadline to receive applications of between 30 and 40 business days after the vacancy is created and advertise the vacancy. The City Commission shall conduct interviews and appoint a new member to fill the vacancy as soon as practicable.

Section 6. – End of Year Vacancies

In the event a vacancy is created after October 1 of each year, Section 5 of this policy does not apply, and the vacancy shall be filled in the normal cycle along with the other terms that are ending at the end of the year.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Recorder Jakob Wiley

Agenda Date: 11/02/2022

SUBJECT:

Historic Review Board and Planning Commission Appointment Process Discussion

EXECUTIVE SUMMARY:

The passage of Ballot Measure 3-580, the City Commission now appoints the members of the Historic Review Board (HRB) and the Planning Commission (PC). Staff is requesting guidance on how the City Commission would like to proceed with interviews and selection of appointees.

STAFF RECCOMENDATION:

Staff recommends utilizing the following process:

- The deadline for submitting applications is the third Friday in November each year to allow PC and HRB enough time to hold interviews.
- HRB and PC interview the candidates and vote for a recommendation for certain potential appointees in late-November or early December each year.
- The City Commission reviews the interview conducted by the HRB/PC and ratifies the appointment in the first meeting in January each year.
- An expedited process should be used to fill out-of-cycle vacancies, but vacancies that are created after October 1 each year should be processed with the other upcoming vacancies.

BACKGROUND:

Prior to the passage of Ballot Measure 3-580, the Mayor appointed members of all boards and committees. Appointments could be made at any time and the process changed with the preferences of the sitting Mayor. Now that the appointment process is let by the City Commission, agreement on the appointment process is required.

PC members serve staggered 4-year terms, while the HRB members serve staggered 3-year terms. The terms are staggered such that some new appointments must be made each year.

Staff requests input on the following policy questions, which will be incorporated into a resolution outlining the process at a future date:

- Appointment Process Options:
 1. Planning Commission and Historic Review Board conduct first interviews
 - Deadline: Staff recommends the third Friday in November be the deadline for application, if the HRB/PC will conduct interviews
 - This allows more time for the committees to interview candidates and not interfere with any holiday cancellations and absences
 2. City Commission conducts all interviews:
 - Staff recommends November 30 each year be the deadline for applications, if the City Commission will conduct interviews
 - If the City Commission is the only body conducting the interviews, more time can be provided to applicants.
- Timing Issues
 1. Should the interviews occur before (November/December) or after the seating of any new City Commission members (January)?
 2. Should the vote to appoint HRB and PC members occur before (December) or after the seating of any new City Commission members (January)
- Filling Out-of-Cycle Vacancies
 1. What should be the process in the case of an out-of-cycle resignation?
 2. Should there be an expedited process if unexpected vacancies occur?
 3. Should vacancies that occur near the end of the year be included with the other expected vacancies at the end of the year?

CITY COMMISSION INPUT REQUESTED:

1. Provide feedback on the questions and any guidance the City Commission has for the appointment process.
2. Review and provide feedback on the draft resolution attached to this staff report for final approval at the next regular meeting.
3. Provide consensus to set the deadline for this application cycle for PC and HRB as November 18, 2022.

RESOLUTION NO. 22-35

A RESOLUTION ADOPTING A PROCESS FOR THE APPOINTMENT OF PLANNING COMMISSION AND HISTORIC REVIEW BOARD MEMBERS

WHEREAS, With the passage of Ballot Measure 3-580, the City Commission appoints members to the Planning Commission (PC) and the Historic Review Board (HRB) instead of the Mayor alone; and

WHEREAS, An appointment process needs to be established to ensure proper coordination, fairness, and efficiency in the appointment process for members of the PC and HRB.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission adopts the PC and HRB Appointment Procedure Policy attached as Exhibit A to this resolution.

Section 2. The PC and HRB Appointment Procedure Policy shall be included as an addendum to the existing Rules of Procedure (adopted via Resolution 21-09) and incorporated in the next update.

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

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

DENYSE C. MCGRIFF
Mayor

Attested to this 16th day of November 2022:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

**Oregon City Planning Commission and Historic Review Board
Appointment Procedure Policy**

Section 1. – Deadline for Applications

The deadline to submit an application for appointment to the Planning Commission (PC) or Historic Review Board (HRB) shall be the third Friday in November each year for the terms starting in the beginning of the next year.

Section 2. – Recommendation from PC or HRB

The PC and HRB shall conduct interviews with the applicants and vote to recommend certain applicants during a meeting held in November or December each year. The recommendations shall be provided to the City Recorder along with the results of the vote at least seven days prior the first City Commission meeting each year.

Section 3. – Ratification of the Recommendation

During the first meeting of the City Commission each year, the City Commission shall ratify the recommendations provided by the PC and HRB. In the event the City Commission disagrees with the recommendations, the City Commission may appoint other applicants to the positions.

Section 4. – Filling of Vacancies

In the event of an out-of-cycle vacancy in the PC or HRB, the City Recorder or designee shall determine an appropriate deadline to receive applications of between 30 and 40 business days after the vacancy is created and advertise the vacancy. The PC or HRB shall conduct interviews and make a recommendation to the City Commission as soon as practicable for final ratification by the City Commission.

Section 5. – End of Year Vacancies

In the event a vacancy is created after October 1 of each year, Section 4 of this policy does not apply and the vacancy shall be filled in the normal cycle along with the other terms that are ending.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** November 5, 2025
From: Kelly Hart, Community Development Director

SUBJECT:

Item a. - SB 1537 (2024) – Mandatory Adjustment Exception – City Approval

STAFF RECOMMENDATION:

This is an information update.

EXECUTIVE SUMMARY:

Passed in 2024, SB 1537 provides a process for developers to request certain waivers from development standards as part of an application for housing. Local governments must grant adjustments/waivers to certain design and development standards (including historic preservation overlay required protections). However, there is a provision for cities to submit an exemption request if they can demonstrate that there is an adequate local process for waivers/modifications/variances.

Oregon City submitted an exemption request to the [Housing Accountability and Production Office \(HAPO\)](#) on December 30, 2024. During the review of the city's application, the residential mandatory adjustment provisions of Senate Bill 1537 (2024 Session) did not apply until the HAPO issued a final decision. The Housing Accountability and Production Office (HAPO or 'Office') recently completed its review.

The Office has **approved** the city's exemption request with [seven conditions](#). These conditions require the city to provide extensive communication to future and existing applicants that a local modification/variance process exists and is available to them. HAPO can also revoke the approval if additional communication with the development community is submitted, indicating that the city is not supporting the local waiver process.

This decision and statuses for other cities may be accessed at the [Flexibilities to Housing Development and Design Standards Dashboard](#).

BACKGROUND:

Visit the [2024-2025 Oregon Legislative Housing Bills](#) page on the Planning website for an overview of recent housing legislation.

OPTIONS:

BUDGET IMPACT:



Oregon

Tina Kotek, Governor

Department of Land Conservation & Development

Housing Accountability & Production Office

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: 503-373-0050

Fax: 503-378-5518

www.oregon.gov/LCD



October 16, 2025

Christina Robertson-Gardiner, Senior Planner
695 Warner Parrot Road
Oregon City, Oregon 97045
Sent via e-mail

RE: Review of Oregon City Exemption Request to Mandatory Adjustments

Dear Christina,

On June 18, 2025, the Housing Accountability and Production Office (HAPO or Office) received an application from Oregon City requesting an exemption to section 38 of Senate Bill 1537 (2024 Session).

[Senate Bill 1537](#) (SB 1537 or the bill) was adopted by the Oregon State Legislature and signed into law in 2024. The bill advances tools that will increase housing production, affordability and choice throughout Oregon. Section 38 of the bill requires local governments to allow temporary flexibility on specified land use regulations for qualifying residential developments. Section 39 of the bill allows local governments to apply to the HAPO for an exemption to section 38. To qualify for an exemption, a local government must demonstrate that:

- (a) The local government reviews requested design and development adjustments for all applications for the development of housing that are under the jurisdiction of that local government;
- (b) All listed development and design adjustments under section 38 (4) and (5) of this 2024 Act are eligible for an adjustment under the local government's process; and
- (c) One of the following:
 - (A) Within the previous 5 years the city has approved 90 percent of received adjustment requests; or
 - (B) The adjustment process is flexible and accommodates project needs as demonstrated by testimonials of housing developers who have utilized the adjustment process within the previous five years.

The Office is required to review and issue a decision approving, approving with conditions, or denying an exemption request within 120 days of receiving the application. Additionally, the Office is authorized to establish conditions of approval requiring the city to demonstrate that the city continue to meet the approval criteria listed in section 39 (2). This decision is final and may not be appealed.

*Based on the Office review of Oregon City's Exemption Request against the applicable review criteria established in section 39 (2), SB 1537 (2024), **the Office approves the City's exemption request with seven conditions. Conditions of approval are set forth in Attachment A of this decision. A finding of non-compliance with the approval criteria under section 39 (2) or the conditions of approval in this***

*The HAPO is a joint office between the Department of Land Conservation and Development
and the Department of Consumer Business Services, Building Codes Division.*

decision will result in a revocation of this exemption under Section 39 (6). This decision expires on the sunset date specified in section 43 of SB 1537 – January 2, 2032.

The Office remains committed to partnering with local governments and developers to advance housing production, affordability, and choice throughout Oregon. Please feel free to contact Rachel Six, Housing Planner, at rachel.six@dlcd.oregon.gov if you have questions or need further assistance.

Sincerely,



Joel Madsen, Manager, Housing Accountability and Production Office, Department of Land Conservation and Development (DLCD)

Cc: Brenda Bateman, DLCD
Kelly Reid, DLCD
Andrew Boulton, Department of Consumer and Business Services, Building Codes Division
Denyse McGriff, City of Oregon City

Contents of this Decision

HAPO Review and Decision-making Process	3
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HAPO Review and Decision-making Process

In reviewing and issuing a decision on an application by a local government, the Office will determine that section 39 (2)(a) and (b) are met if a local government demonstrates, and the Office independently verifies that:

1. The local government has at least one local process by which all applications for the development of housing may request design and development adjustments, and
2. For each development and design standard listed in section 38 (4) and (5), there is at least one pathway by which an applicable standard or standards may be adjusted at least to the amount required in section 38 anywhere the standard or standards apply to housing, without exception, **or**
3. If there is an identified circumstance in which housing is not eligible for an adjustment as described above, the local government has provided sufficient information for the Office to establish a condition of approval to remedy the deficiency.

Additionally, the Office will determine that section 39 (2)(c) is met if the local government demonstrates, and the Office independently verifies that:

4. Over the previous five years, measured from the application submittal date, the local government has approved a minimum of 90% of received adjustment requests¹ (section 39 (2)(c)(A)), **or**
5. Submitted testimony from housing developers that have utilized the adjustment process within the previous five years demonstrate the local government's process is flexible and accommodates project needs (section 39 (2)(c)(B)).

In this case, City of Oregon City submitted information to demonstrate that section 39 (2)(c)(B) is met. The city also submitted information to demonstrate that section 39 (2)(c)(A) is met as a secondary alternative, if needed in the event the city did not meet section 39 (2)(c)(B).

The Office held a 45-day period to solicit public comment, opened on July 18, 2025, and closed on September 1, 2025. Submitted public comments can be accessed on the [Flexibilities to Housing Development and Design Standards Dashboard](#). The Office will evaluate and provide responses to submitted public comments in relationship to whether the city meets the approval criteria of section 39 (2). Where submitted public comments demonstrate that the local government has not sufficiently demonstrated section 39 (2) is met, the Office will independently verify the accuracy of the provided evidence in relationship to the approval criteria under section 39 (2).

Where the Office finds that the information and evidence submitted by the local government is incomplete or inaccurate, or that the application does not sufficiently demonstrate the approval criteria are met, it will determine that the submitted application does not qualify for an exemption and deny the application. A local government that receives a denial may submit a new application for review by the HAPO.

¹ An "adjustment request" includes any request for an adjustment as defined in section 38 (1) to a development or design standard under section 38 (4) or (5) that is submitted as part of a development application for which the local government has issued a decision within five calendar years of the application submittal date. An adjustment request is approved where a local government either approves or approves with conditions a deviation to the applicable standard and is not approved where a local government denies a deviation to the applicable standard.

Section 39 (2) - Approval Criteria Findings

§ 39 (2)(a) The local government reviews requested design and development adjustments for all applications for the development of housing that are under the jurisdiction of that local government;

According to the application narrative, the city has six processes² by which an applicant may request an adjustment to the development and design standards for the development of housing:

1. Minor Variance – a process that enables deviations to development and design standards through a Type II administrative procedure involving limited interpretation and discretion.
2. Type III Variance – a process that enables deviations to development and design standards through a Type III quasi-judicial procedure. Type III decisions involve greater discretion and evaluation of subjective approval standards, and the process includes a public hearing before a planning commission or historic review board.
3. Modifications that will better meet design review requirements (Modifications) – a process that enables modifications to specified development standards as part of a Type II design review process, if the modification results in a development that better meets the applicable design guidelines, and meets the intent of the standard. Development standards which are eligible for the modifications process can alternatively request a variance or master plan adjustment, and denied modifications may be requested as a variance or master plan adjustment.
4. Master Plan/Planned Unit Development (PUD): a process that enables deviations to development and design standards through a Type III quasi-judicial procedure. The application of master plan or PUD regulations may be voluntary or required under certain circumstances.³ Master plans and PUDs follow a two-step process that includes a general development plan and a detailed development plan. Requests for adjustments are processed concurrently with the general development plan, but may be requested at the detailed development plan review under Type III review.
5. Amendments to Approved Plans: a process that enables subsequent deviations to development and design standards for which an adjustment was granted through the master plan or PUD process. Amendments to approved general or detailed plans are subject to the same approval criteria applicable to the general or detailed development plans. Amendments follow a Type I, II or III procedure, depending on the request. Amendments are required to adjust standards for which an adjustment was granted in a prior master plan or PUD approval.

² The city's application included OCMC 16.08.065 Lot Size Reduction as an additional process for adjusting minimum lot sizes. The definition of "adjustment" under SB 1537 is "a deviation from an existing land use regulation." The Lot Size Reduction process allows up to 10% reduction in minimum lot size for a percentage of lots in a proposed subdivision, however the average lot size must still meet the minimum required by the underlying zone, and therefore is not a deviation from minimum lot size requirements and is not considered an "adjustment" for purposes of SB 1537.

³ The city's zoning code requires master plan or planned unit development regulations for institutional development exceeding ten acres in size, to fulfill a condition of approval from a previous land use decision, or for properties identified for master planning in the land use section of the Oregon City Comprehensive Plan. OCMC 17.65.030

6. Planning Commission Adjustment of Parking Standards – a process that enables reductions to minimum on-site parking requirements based on a study demonstrating the availability on street parking, through a type III quasi-judicial procedure.

As noted in greater detail in the findings in section 39 (2)(b), the city's application identified the above pathways contain provisions that result in not all applications for the development of housing being eligible for an adjustment to all development and design standards listed in section 38 (4) and (5). These are addressed in greater detail later in this determination. While individual pathways have identified limitations, in combination, as conditioned, all applications for the development of housing under the jurisdiction of the local government are eligible to request development and design adjustments for review to the extent specified.

After an exemption is granted, applicants for the development of housing will be entitled to request all of the adjustments specified in section 38 (4) and (5), and the city will be required to maintain a flexible and accommodating local process according to testimonials from housing developers who have utilized the adjustment process within the previous five years in order to continue to meet the approval criteria of this decision. A practice of discouraging applicants from requesting adjustments under section 38 (4) and (5), where it occurs, would violate a city's obligation to continue to meet the criteria specified in section 39 (2).

To address this, this decision includes several conditions of approval in Attachment A to ensure that applicants are notified of their entitlement to request specific adjustments (Condition #1), and receive instruction from the city on requesting an adjustment via the local process (Condition #2). Where adjustment requests are submitted, the city must also inform applicants of the requirements the city must comply with to maintain an exemption (Condition #4). See Attachment A for more detail on each condition.

Therefore, this criterion is met.

§ 39 (2)(b) All listed development and design adjustments under section 38 (4) and (5) of this 2024 Act are eligible for an adjustment under the local government's process;

Findings are individualized for each development or design standard under section 38 (4) and (5). Based on the individualized findings for each development or design standard below, the Office identified several provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

As noted in the finding for section 39 (2)(a), this decision includes several conditions to ensure applicants for the development of housing are eligible to adjust specified development and design standards under section 38 (4) or (5) via the city's process. Additionally, this decision includes conditions to ensure that changes to the city's code do not render development or design standards ineligible for adjustment (Condition #3). It also ensures that applicants are informed by the city of their ability to request adjustments for specified development and design standards (Condition #4). Finally, it ensures that any identified and potential unidentified nonconformities do not render an applicant ineligible to adjust a development or design standard, by authorizing the city to apply section 38 directly in those instances (Condition #5). See Attachment A for more detail on each condition.

§ 38 (4) – Development Standards**§ 38 (4)(a) Side or rear setbacks, for an adjustment of not more than 10 percent.**

The city provides four pathways to request an adjustment to this standard: minor variance, type III variance, masterplan/PUD, and amendments to approved master plans/PUDs. Under the pathways offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified, with one exception.

The city identified the master plan and PUD process does not allow adjustments to dimensional standards of the underlying zone in the perimeter of the development when adjacent to residentially zoned property. Depending on the development scenario, this limitation could result in an applicant being ineligible to request an adjustment to the full extent required in statute.

As noted in Condition #5, whenever an application for the development of housing is rendered ineligible to adjust a development or design standard as required by statute, the city must apply section 38 directly to this standard and notify applicants for the development of housing that they may request an adjustment in this manner, consistent with Conditions #1 and #2. See Attachment A for more detail.

While individual pathways have identified limitations, in combination, as conditioned, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

§ 38 (4)(b) For an individual development project, the common area, open space or area that must be landscaped on the same lot or parcel as the proposed housing, for a reduction of not more than 25 percent.

The city provides four pathways to request an adjustment to this standard: minor variance, type III variance, masterplan/PUD, and amendments to approved master plans/PUDs. Under the pathways offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

§ 38 (4)(c) Parking minimums.

The city provides four pathways to request an adjustment to this standard: minor variance, type III variance, amendments to approved master plans/PUDs, and planning commission adjustment of parking standards. Under the pathways offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

§ 38 (4)(d) Minimum lot sizes, not more than a 10 percent adjustment, and including not more than a 10 percent adjustment to lot widths or depths.

The city provides four pathways to request an adjustment to this standard: minor variance, type III variance, masterplan/PUD, and amendments to approved master plans/PUDs. Under the pathways offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified, with one exception.

The city identified the master plan and PUD process does not allow adjustments to dimensional standards of the underlying zone in the perimeter of the development when adjacent to residentially zoned property. Depending on the development scenario, this limitation could result in an applicant being ineligible to request an adjustment to the full extent required in statute.

As noted in Condition #5, whenever an application for the development of housing is rendered ineligible to adjust a development or design standard as required by statute, the city must apply section 38 directly to this standard and notify applicants for the development of housing that they may request an adjustment in this manner, consistent with Conditions #1 and #2. See Attachment A for more detail.

While individual pathways have identified limitations, in combination, as conditioned, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

§ 38 (4)(e) Maximum lot sizes, not more than a 10 percent adjustment, including not more than a 10 percent adjustment to lot width or depths and only if the adjustment results in: (A) More dwelling units than would be allowed without the adjustment; and (B) No reduction in density below the minimum applicable density.

The city does not apply this standard to the development of housing and requirements to adjust this standard under section 38 do not apply. The Office did not identify any code requirements applying this standard to the development of housing. Therefore, an exemption to this is neither requested nor applicable to this decision.

As noted in Condition #3, any changes to the city's development code that establish or apply this standard to the development of housing must remain eligible for adjustment. See Attachment A for more detail.

§ 38 (4)(f) Building lot coverage requirements for up to a 10 percent adjustment.

The city provides four pathways to request an adjustment to this standard: minor variance, type III variance, masterplan/PUD, and amendments to approved master plans/PUDs. Under the pathways offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified, with one exception.

The city identified the master plan and PUD process does not allow adjustments to dimensional standards of the underlying zone in the perimeter of the development when adjacent to residentially zoned property. Depending on the development scenario, this limitation could result in an applicant being ineligible to request an adjustment to the full extent required in statute.

As noted in Condition #5, whenever an application for the development of housing is rendered ineligible to adjust a development or design standard as required by statute, the city must apply section 38 directly to this standard and notify applicants for the development of housing that they may request an adjustment in this manner, consistent with Conditions #1 and #2. See Attachment A for more detail.

While individual pathways have identified limitations, in combination, as conditioned, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

§ 38 (4)(g)(A)(i)⁴ Requirements for bicycle parking that establish the minimum number of spaces for use by the residents of the project, provided the application includes at least one-half space per residential unit;

The city's code requires one bicycle space for every ten residential units in multifamily developments. Because the required number of spaces is less than the amount the standard must be adjusted to under § 38 (4)(g)(A)(i), requirements to adjust this standard under section 38 do not apply. The Office did not identify any code requirements applying this standard to the development of housing. Therefore, an exemption to this is neither requested nor applicable to this decision.

As noted in Condition #3, any changes to the city's development code that establish or apply this standard to the development of housing must remain eligible for adjustment. See Attachment A for more detail.

§ 38 (4)(g)(A)(ii)² Requirements for bicycle parking that establish the location of the spaces, provided that lockable, covered bicycle parking spaces are within or adjacent to the residential development;

The city provides three pathways to request an adjustment to this standard: type III variance, masterplan/PUD, and amendments to approved master plans/PUDs. Under the pathway offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

⁴ Adjustments to development standards under § 38 (4)(g) only apply to manufactured dwelling parks, middle housing as defined in ORS 197A.420, multifamily housing and mixed-use residential housing.

§ 38 (4)(g)(B)² For uses other than cottage clusters, as defined in ORS 197A.420 (1)(c)(D), building height maximums that: (i) Are in addition to existing applicable height bonuses, if any; and (ii) Are not more than an increase of the greater of: (I) One story; or (II) A 20 percent increase to base zone height with rounding consistent with methodology outlined in city code, if any;

The city provides three pathways to request an adjustment to this standard: type III variance, masterplan/PUD, and amendments to approved master plans/PUDs. Under the pathways offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified, with one exception.

The city identified the master plan and PUD process does not allow adjustments to dimensional standards of the underlying zone in the perimeter of the development when adjacent to residentially zoned property. Depending on the development scenario, this limitation could result in an applicant being ineligible to request an adjustment to the full extent required in statute.

As noted in Condition #5, whenever an application for the development of housing is rendered ineligible to adjust a development or design standard as required by statute, the city must apply section 38 directly to this standard and notify applicants for the development of housing that they may request an adjustment in this manner, consistent with Conditions #1 and #2. See Attachment A for more detail.

While individual pathways have identified limitations, in combination, as conditioned, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

§ 38 (4)(g)(C)² Unit density maximums, not more than an amount necessary to account for other adjustments under this section; and

The city provides three pathways to request an adjustment to this standard: type III variance, masterplan/PUD, and amendments to approved master plans/PUDs. Under the pathways offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified, with one exception.

The city identified the master plan and PUD process allows adjustments to unit density maximums of up to 10%. Depending on the development scenario, this limitation could result in an applicant being ineligible to request an adjustment to the full extent required in statute.

As noted in Condition #5, whenever an applicant for the development of housing is rendered ineligible to adjust a development or design standard as required by statute, the city must apply section 38 directly to this standard and notify applicants for the development of housing that they may request an adjustment in this manner, consistent with Conditions #1 and #2. See Attachment A for more detail.

While individual pathways have identified limitations, in combination, as conditioned, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not otherwise identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's processes.

§ 38 (4)(g)(D)(i)² Prohibitions, for the ground floor of a mixed-use building, against residential uses except for one face of the building that faces the street and is within 20 feet of the street; and

The city provides one pathway to request an adjustment to this standard: type III variance. Under the pathway offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust to this standard to the extent specified, with two exceptions:

The city identified the following limitations to adjusting this standard within the Thimble Creek Concept Plan area. Within the Neighborhood Commercial (NC) zone, the type III variance allows an adjustment to prohibitions against ground floor residential use of mixed-use buildings only if allowed residential uses do not exceed 50% of the building's square footage. Within the mixed-use corridor (MUC) district, prohibitions against ground floor residential uses are not eligible for an adjustment under the local process.

As noted in Condition #5, whenever an applicant for the development of housing is rendered ineligible to adjust a development or design standard as required by statute, the city must apply section 38 directly to this standard and notify applicants for the development of housing that they may request an adjustment in this manner, consistent with Conditions #1 and #2. See Attachment A for more detail.

§ 38 (4)(g)(D)(ii)² Prohibitions, for the ground floor of a mixed-use building, against nonresidential active uses that support the residential uses of the building, including lobbies, day care, passenger loading, community rooms, exercise facilities, offices, activity spaces or live-work spaces, except for active uses in specifically and clearly defined mixed use areas or commercial corridors designated by local governments.

The city does not apply this standard to the development of housing and requirements to adjust this standard under section 38 do not apply. The Office did not identify any code requirements applying this standard to the development of housing. Therefore, an exemption to this is neither requested nor applicable to this decision.

As noted in Condition #3, any changes to the city's development code that establish or apply this standard to the development of housing must remain eligible for adjustment. See Attachment A for more detail.

§ 38 (5) – Design Standards

§ 38 (5)(a) Facade materials, color or pattern.

The city provides four pathways to request an adjustment to this standard: minor variance, type III variance, masterplan/PUD, and amendments to approved master

plans/PUDs. Under the pathways offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

§ 38 (5)(b) Facade articulation.

The city provides four pathways to request an adjustment to this standard: minor variance, type III variance, masterplan/PUD, and amendments to approved master plans/PUDs. Under the pathways offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

§ 38 (5)(c) Roof forms and materials.

The city provides four pathways to request an adjustment to this standard: minor variance, type III variance, masterplan/PUD, and amendments to approved master plans/PUDs. Under the pathways offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

§ 38 (5)(d) Entry and garage door materials.

The city does not apply this standard to the development of housing and requirements to adjust this standard under section 38 do not apply. The Office did not identify any code requirements applying this standard to the development of housing. Therefore, an exemption to this is neither requested nor applicable to this decision.

As noted in Condition #3, any changes to the city's development code that establish or apply this standard to the development of housing must remain eligible for adjustment. See Attachment A for more detail.

§ 38 (5)(e) Garage door orientation, unless the building is adjacent to or across from a school or public park.

The city provides four pathways to request an adjustment to this standard: minor variance, type III variance, masterplan/PUD, and amendments to approved master plans/PUDs. Under the pathways offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

§ 38 (5)(f) Window materials, except for bird-safe glazing requirements.

The city provides five pathways to request an adjustment to this standard: minor variance, type III variance, modifications, masterplan/PUD, and amendments to approved master plans/PUDs. Under the pathways offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

§ 38 (5)(g) Total window area, for up to a 30 percent adjustment, provided the application includes at least 12 percent of the total facade as window area.

The city provides five pathways to request an adjustment to this standard: minor variance, type III variance, modifications, masterplan/PUD, and amendments to approved master plans/PUDs. Under the pathways offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

§ 38 (5)(h)(A)⁵ Building orientation requirements, not including transit street orientation requirements.

The city provides five pathways to request an adjustment to this standard: minor variance, type III variance, modifications, masterplan/PUD, and amendments to approved master plans/PUDs. Under the pathways offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

§ 38 (5)(h)(B) Building height transition requirements, not more than a 50 percent adjustment from the base zone.

The city provides one pathway to request an adjustment to this standard: type III variance. Under the pathway offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

§ 38 (5)(h)(C) Requirements for balconies and porches.

⁵ Adjustments to design standards under § 38 (5)(h) only apply to manufactured dwelling parks, middle housing as defined in ORS 197A.420, multifamily housing and mixed-use residential housing.

The city provides five pathways to request an adjustment to this standard: minor variance, type III variance, modifications, masterplan/PUD, and amendments to approved master plans/PUDs. Under the pathways offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

§ 38 (5)(h)(D) Requirements for recesses and offsets.

The city provides five pathways to request an adjustment to this standard: minor variance, type III variance, modifications, masterplan/PUD, and amendments to approved master plans/PUDs. Under the pathways offered by the city, all applications for the development of housing under the jurisdiction of the local government are eligible to adjust this standard to the extent specified. The Office did not identify any provisions in the code that would render an application for the development of housing ineligible for an adjustment under the local government's process.

§ 39 (2)(c)(A) Within the previous 5 years the city has approved 90 percent of received adjustment requests;

The local government has submitted materials to demonstrate that (2)(c)(B) is met. The city also submitted information to demonstrate that (2)(c)(A) is met as a secondary alternative, if needed in the event the city did not meet section 39 (2)(c)(B). As described below the Office has determined the city meets (2)(c)(B), therefore, criterion (2)(c)(A) is not applicable to this decision.

§ 39 (2)(c)(B) The adjustment process is flexible and accommodates project needs as demonstrated by testimonials of housing developers who have utilized the adjustment process within the previous five years.

This approval criterion requires that the city demonstrate that the locally applied process is both flexible and accommodates project needs based on the testimonials of housing developers who have utilized the process within the previous five years. The office will determine whether there is substantial evidence to support a finding of compliance with this approval criterion; specifically, the office will consider evidence provided by the city in testimonials, and from comments submitted pursuant to Section 39 (3), that are from housing developers who utilized the city's adjustment process within the previous five years and that address whether the local process is flexible and accommodates project needs.

To make this demonstration, the city submitted a total of four letters in support of the city's request. During the required 45-day public comment period, the office received a total of one public comment from one individual in opposition to the city's request. In order for submitted testimonial and comments to be weighed in relationship to this criterion, they must address the following:

1. The testifier is either a housing developer or authorized agent of a housing developer

2. The developer has utilized the local adjustment process within the previous five years, and
3. The local adjustment process is flexible and accommodates project needs (if in support), or the local adjustment process is not flexible and does not accommodate project needs (if in opposition).

Among testimonials submitted by the city, the Office is only able to consider testimony on the flexibility of the local process from housing developers that have utilized the process within the previous five years. These are summarized in the tables below.

One of the submitted testimonials was from an architect who provided architectural services for a residential development. It is possible to meet this criterion with testimonials from non-developers, **provided there is evidence that the person who submitted the testimonial did so as an authorized agent of an identified housing developer**, however the submitted testimony was not acting as an authorized agent of a housing developer, and conveyed the author's perspective and opinion of the city's process. This distinction is important because Section 39 (2)(c)(B) is specific that testimonials must be of "housing developers".

Among the submitted testimonials, **three letters** were from housing developers who had utilized the local adjustment process within the previous five years and spoke to whether the local process was flexible and accommodating. See bolded entries on the table below:

Testimonial Org/Name	Developer?	Utilized Process?	Flexible/Accommodating?
Ron Bistline, President, Bistline Enterprises Ltd	Yes	Yes	Yes
Kristen Svcarovich, Community Development Manager for the Confederated Tribes of the Grand Ronde Community of Oregon	Yes	Yes	Yes
Todd Iselin, Principal, Iselin Architects, PC	No	Yes	Yes
Seth Henderson, Cofounder, Level Development NW	Yes	Yes	Yes

Similarly, among public comments submitted, the Office is only able to consider testimony on the flexibility of the local process from housing developers that have utilized the process within the previous five years.

The Office received one public comment on the exemption request, which was in opposition (see below). The testimony indicated the individual was seeking to develop their property and had encountered challenges in doing so. Specifically, the described challenges included meeting opposing standards in the city's historic district and geological hazard zone for maximum height of a retaining wall, an alleged conflict of interest of a historic board committee member that previously owned the lot in question, and statements from city staff indicating that building a

retaining wall in an unimproved right of way probably would not be approved by city council commissioners.

Testimonial Org/Name	Developer?	Utilized Process?	Flexible/Accommodating?
Tim Ahaus, NW Oregon Managing Partner	Yes	Yes	No

In order to meet this criterion, a city must be able to demonstrate that the local process is flexible and accommodating to project needs according to housing developers who have utilized the adjustment process within the previous five years. The three eligible testimonials provided by the city reported the local process to be flexible and accommodating. Specifically, testimonials noted that the local process supported project housing development goals and did not materially impact project timeline or budget. The one testimonial in opposition indicates the individual sought to develop their property and felt city staff had discouraged them from applying for approvals needed to do so, which suggests the local adjustment process may not be flexible and accommodating to all developers. A practice of discouraging developers from applying for adjustments would be a violation of the conditions of approval for a Section 39 exemption. However, this is remedied by informing applicants of their right to request adjustments pursuant to Condition #4.

Based on the review of eligible testimonials, the Office concludes that the city sufficiently demonstrated that the local adjustment process is flexible and accommodating to project needs. Therefore, this criterion is met.

Response to Public Comments

The Office held a 45-day period to solicit public comment, opened on July 18, 2025, and closed on September 1, 2025. Submitted public comments can be accessed on the [Flexibilities to Housing Development and Design Standards Dashboard](#). In total, the Office received one public comment in relationship to this exemption request. The findings below summarize received public comments and evaluate their relationship to the approval criteria of section 39 (2).

The one public comment opposed the exemption based on challenges the individual had experienced with the city in attempting to develop their property, and is addressed in the findings above for section 39 (2)(c)(B).

Attachment A. Conditions of Approval

Section 39 (4) authorizes the HAPO to establish conditions of approval for any granted exemption. The conditions of approval must ensure that a city continues to meet the approval criteria outlined in section 39 (2). These conditions are organized by subsection.

Under section 39 (6), the Office may revoke an exemption in response to a complaint and following an investigation if the Office determines that the local government is:

- (a) Not approving adjustments as required by the local process or the terms of the exemption;
- (b) Engaging in a pattern or practice of violating housing-related statutes or implementing policies that create unreasonable cost or delays to housing production under ORS 197.320 (13)(a); or
- (c) Failing to comply with conditions of approval adopted under subsection (4) of this section.

For the City of Oregon City to maintain the exemption granted by this decision, the city must both process and grant adjustments as required in section 39 (2) and comply with the conditions set forth in this section. Following a complaint and investigation by the Office, a finding of noncompliance with any of the terms or requirements outlined in this section will result in a revocation of the city's exemption approval. These conditions apply until the expiration of this decision, the withdrawal of the exemption approval by the city, or the revocation of this decision under section 39 (6).

Section 39 (2)(a)

Condition #1 – Required notice to existing and prospective applicants for the development of housing.

The city must provide the notice on Attachment B to all existing and prospective applicants for the development of housing. This notice informs applicants of their legal entitlement to request adjustments to design or development standards as well as the obligation by the City to review and approve adjustments consistent with section 39 (2)(a) and (b). This notice, combined with Condition #2 below, also fulfills the City's obligation to clearly and consistently notify existing and prospective applicants under section 39 (5). The city may not edit or modify the notice in a manner that would render it nonconforming with section 39 (5).

For the purposes of this condition, an "existing applicant" is the primary point of contact for any building permit or a quasi-judicial, limited or ministerial land use decision related to the development of housing where a decision has not yet been issued, including both complete and incomplete applications that have been submitted to the city as of the date of this exemption approval. The city must deliver the notice directly to existing applicants in either a written (e.g. mail) or electronic format (e.g. email). Indirect delivery methods, such as publication of the notice on a webpage or via a public meeting, does not satisfy this condition.

A "prospective applicant" is any recipient of an application form for a building permit or a quasi-judicial, limited or ministerial land use decision related to the development of housing, including any preapplication review or assistance services offered by the city. To notify prospective applicants, the city must provide the notice directly to prospective applicants in either a written (e.g. paper form) or electronic format (e.g. online form). The notice may be appended to existing application forms relating to the development of housing to satisfy this condition. Indirect delivery methods, such as publication of the notice on a webpage or via a public meeting, does not satisfy this condition.

Condition #2 – Publicly-available instructions to request adjustments via a local process.

In addition to the notice provided to existing and prospective applicants for the development of housing in Condition #1, the city must provide publicly-available instructions to existing and prospective applicants that describe how an applicant may request an adjustment to development and design standards specified in section 38 (4) and (5) via a local process or processes. These instructions must also inform applicants of the applicable approval criteria for the adjustment application. These instructions, combined with Condition #1 above, also fulfills the City's obligation to clearly and consistently notify existing and prospective applicants under section 39 (5).

These instructions may be published on a webpage or as a standalone document, provided the city share instructions to existing and prospective applicants on how to access these instructions free of charge. These instructions must also be readily available in the same physical or virtual location where applicants access the development code; for example, if the city links to the development code on a webpage, that same webpage must include a link to the instructions to request adjustments.

The instructions must articulate each pathway by which an applicant may request an adjustment for the development and design standards to the extent required in section 38 (4) and (5). Where the city employs more than one process to enable an adjustment, the city must outline instructions for each pathway, including how an applicant may request an adjustment and the standards for approval of an adjustment up to the extent required in section 38 (4) and (5). The instructions must include the applicable criteria for the adjustment application.

The instructions must also include clear instructions by which an applicant may apply the statute directly under Condition #5. Additionally, where a city's local process(es) or approval criteria are amended (see Condition #3), the city must update the provided instructions to accurately reflect amendments to the local process(es) or approval criteria.

Section 39 (2)(b)**Condition #3 – Changes to the city development code**

With the conditions specified in this decision, the city meets the requirement to review requested adjustments to development and design standards to the extent required in section 38 (4) and (5). In anticipation of future potential amendments to the city development code, the city may not amend the code in a manner that would render any applications for the development of housing ineligible to adjust one or more development or design standards to the extent required in section 38 (4) and (5). This includes development or design standards that the city does not apply and did not request an exemption for, if any.

If the city amends the development code in a manner that would apply or expand development or design standards to residential development, those standards must remain eligible for an adjustment to the extent required in section 38 (4) or (5). If a newly adopted and applied standard is rendered ineligible for an adjustment under the local process due to a development code amendment, the city must apply section 38 directly for that standard (see Condition #5) and notify applicants for the development of housing that they may request an adjustment in this manner, (see Conditions #1 and 2).

Condition #4 – Eligibility of existing and prospective applicants for the development of housing to request adjustments to development and design standards under section 38 (4) or (5).

Under this decision, all existing and prospective applicants for the development of housing are eligible to request one or more adjustments to development or design standards to the extent specified in section 38 (4) or (5). As documented in Conditions #1 and #2, the city must notify existing and prospective applicants of their eligibility to request adjustments via a local process or processes and provide instructions on the approval criteria and process to receive an adjustment.

In addition to these requirements, where an applicant for the development of housing requests an adjustment to one or more standards that are eligible for adjustment under section 38 (4) or (5), the city has an affirmative obligation to inform the applicant of the applicable terms of the exemption that the city must comply with to maintain the exemption. This includes:

1. The applicant is eligible to request one or more adjustments to development or design standards to the extent specified under section 38 (4) or (5) via a local process or processes.
2. The city's basis for approval or denial of the requested adjustment are the approval criteria set forth in the city's development code.
3. The city must provide publicly-available instructions documenting pathways to request adjustments and applicable approval criteria for adjustments (see Condition #2)
4. How an applicant may successfully demonstrate the criteria for adjustment are met, including any relevant information the applicant must provide for the city to issue a decision.
5. The city must maintain a flexible and accommodating process according to the testimonials of housing developers who have utilized the adjustment process within the previous five years. The Housing Accountability and Production Office will invite housing developers to submit testimonials to the Office on an annual basis.
6. Applicants may report suspected violations of housing law, including suspected violations of the terms of the exemption, to the Housing Accountability and Production Office.

The city may fulfill this obligation prior to the submittal of an adjustment request, such as in preapplication review or assistance or in response to inquiries or questions from applicants prior to application submittal. Where an application is submitted without opportunity to convey the information in this condition, the city may provide this information via follow-up correspondence with the applicant, such as a notice of application receipt or a completeness determination. This information must be provided before an application is determined to be complete.

This information may be provided in both written and verbal formats, provided the city follow up on verbal correspondence with a written confirmation that the information required in this condition has been conveyed to the applicant.

Nothing in this condition prevents the city from applying the local approval process or processes for adjustment identified in this decision. Additionally, nothing in this condition prevents the city from informing an applicant about the risk of denial for failure to meet applicable adjustment approval criteria. The city is encouraged to work with applicants to address identified development and design barriers that impact housing production, including through the use of adjustments.

This condition does not apply to development or design standards that are not specified in section 38 (4) or (5), nor does it apply to adjustments beyond the extent required in section 38 (4) or (5). Additionally, this condition does not extend beyond the statutory definition of "adjustment" in

section 38 (1); for example, a city is not required to allow a use that is otherwise not allowed in a given zone, as this is not defined as an “adjustment” under section 38 (1)(b)(A)⁶.

Condition #5 – Addressing nonconformity with section 39 (2)(b)

After an exemption is granted, a city must continue to comply with the approval criteria in section 39 (2), which means that all applicants for the development of housing must be eligible to adjust any and all of the development and design standards under section 38 (4) and (5). Any instance in which an applicant for the development of housing is rendered ineligible for requesting a statutorily-required adjustment is nonconforming with respect to section 39 (2).

As stated in the findings for Section 39 (2)(b), the city’s local processes do not provide a pathway for all applicants for the development of housing to be eligible to adjust any and all of the development and design standards under section 38 (4) and (5). With the acknowledgement that the Office cannot predict every potential development scenario, it is possible that a future scenario could arise in which an applicant for the development of housing is rendered ineligible to adjust a development or design standard as required by statute.

When an applicant for the development of housing is rendered ineligible to adjust a development or design standard as required by statute, the city must maintain conformance with section 39 (2)(b). The city may conform via the direct application of section 38 for the standard or standards rendered ineligible for adjustment via the local process. If the Office produces a future model code implementing section 38, the city may also elect to apply this model code for this same purpose. As stated under Condition #2, the city is obligated to inform applicants that they can directly apply section 38 for the standards rendered ineligible via the local process.

Nothing in this condition otherwise prohibits the city from applying the local process or processes for adjustment, nor does it prohibit the city from adopting future amendments to code to address any identified nonconformity with section 39 (2).

Section 39 (2)(c)

Condition #6 – Required annual reporting to the HAPO

The city has submitted testimonials from developers who have utilized the local adjustment process within the previous five years to demonstrate that section 39 (2)(c)(B) is met. The city must continue to maintain an adjustment process or processes that is flexible and accommodating to project needs according to testimonials from housing developers who utilize the local process or processes as outlined in Condition #7 below. To demonstrate continuing compliance with section 39 (2)(c), the city must annually submit a report to the HAPO documenting all applicants, including contact information, who have requested an adjustment to development or design standards required under section 38 (4) and (5).

This report will be provided to the HAPO at the same deadline for required reporting under ORS 197A.110 and is consistent with reporting that other cities must complete under section 41.

⁶ Note: For the purposes of this decision, adjustments to prohibitions on residential and nonresidential active uses on the ground floor of a mixed-use building as required under section 38 (4)(g)(D) does not constitute a use of property not otherwise permissible under applicable zoning requirements and is an “adjustment”.

However, unlike cities under section 41 that report which specific adjustments were requested and approved/denied, this condition does not require the city to report that information. Instead, the city must report all applicants for the development of housing who have requested an adjustment to development or design standards under section 38 (4) and (5). The HAPO will annually invite applicants who have utilized the local process to submit testimony in relationship to the local adjustment process or processes, as described in greater detail in Condition #7.

Please note that, because testimony from developers who have not requested an adjustment to development or design standards specified under section 38 (4) or (5) within the previous five years does not affect compliance with section 39 (2)(c), the report furnished by the city may not include applicants that did not request such an adjustment within the reporting period. This will help ensure the HAPO invites developer testimony that is relevant to the approval criterion. For example, the report may not include applicant information for developers that requested adjustments for exclusively commercial development or for development and design standards other than what is provided under section 38 (4) and (5).

DLCD must issue annual notice to cities informing applicable cities of the deadlines and instructions to complete required reporting under ORS 197A.110; this notice and format for reporting will be modified to similarly provide clear deadlines and instructions for completing reporting for applicant contact information. Failure by DLCD to issue notice or provide a format with instructions for reporting on requested adjustments does not constitute a failure by the city to comply with this condition.

Condition #7 - Maintain compliance with section 39 (2)(c)

The city must continue to maintain a flexible and accommodating local process according to testimonials from housing developers who have utilized the adjustment process within the previous five years in order to comply with section 39 (2)(c)(B) and maintain the exemption granted by this decision. From the report provided by the city in Condition #6, the HAPO will annually invite developers to submit testimonials to the Office in relationship to this approval criterion. The Office will annually evaluate submitted testimony to confirm that the city continues to maintain a flexible and accommodating local process, consistent with section 39 (2)(c)(B).

Attachment B. Required Notice to Applicants

The City of Oregon City must deliver this notice to all existing and prospective applicants for the development of housing within the city. Failure to issue this notice or comply with the terms outlined in this notice are a violation of state law and can be reported to the Housing Accountability and Production Office (HAPO) at this intake form:

<https://www.oregon.gov/lcd/HAPO/Pages/Inquiries-and-Complaints.aspx>

Eligible Development and Design Flexibilities

The City of Oregon City must allow any applicant for the development of housing to request flexibility⁷ to any standards in the following table. The applicant is eligible to request flexibility to one or more standards on this table. In order to continue utilizing a local process for adjustments to housing development and design standards in lieu of a state-prescribed process under Senate Bill 1537, the city is required to maintain a flexible and accommodating approval process as a condition of the exemption approval. Each row counts as one request, even where a request contains multiple components within that category (rows continue on the following page).

Development or Design Standard	Required Eligible Adjustment Amount
Side or rear setbacks	Must allow an adjustment up to 10% of required setback distance.
For an individual development project, common area, open space or area that must be landscaped on the same lot or parcel as proposed housing	Must allow a reduction up to 25%
Parking minimums	Must be eligible for a full adjustment
Minimum lot sizes	Must allow an adjustment up to 10%, and including up to a 10% adjustment to lot widths or depths
Maximum lot sizes	Must allow an adjustment up to 10%, including up to a 10% adjustment to lot widths or depths, if the adjustment results in more dwelling units than would be allowed without adjustment, and the adjustment does not result in reduction of density below the minimum applicable density
Building lot coverage	Must allow an adjustment up to 10%
*Bicycle parking (minimum spaces)	Must allow an adjustment to the minimum number of spaces for use by residents, provided the application includes at least one-half space per residential unit
*Bicycle parking (location)	Must allow an adjustment to the location of bike parking spaces, provided lockable, covered bike parking spaces are within or adjacent to the residential development
*Building height maximums (excluding cottage clusters)	Must allow an adjustment in addition to any existing applicable height bonuses; Must allow an adjustment up to the greater of "one story" or 20% of the base zone height
*Unit density maximums	Must allow an amount necessary to account for other requested adjustments in this table
*Prohibitions on ground floors of mixed use buildings against residential uses except for one face of the building facing the street & within 20 ft of the street	Must be eligible for a full adjustment
*Prohibitions on ground floors of mixed use buildings against nonresidential active uses that support the residential uses of the building	Must be eligible for a full adjustment
Facade materials, color or pattern	Must be eligible for a full adjustment
Facade articulation	Must be eligible for a full adjustment

⁷ These flexibilities are referred to as "adjustments" in SB 1537. An adjustment is defined as "a deviation from an existing land use regulation".

Development or Design Standard	Required Eligible Adjustment Amount
Roof forms and materials	Must be eligible for a full adjustment
Entry and garage door materials	Must be eligible for a full adjustment
Garage door orientation unless adjacent to or across from school/public park	Must be eligible for a full adjustment
Window materials except bird-safe glazing requirements	Must be eligible for a full adjustment
Total window area	Must allow up to 30% adjustment if application includes at least 12% of total façade as window area
*Building orientation requirements, not including transit street orientation requirements	Must be eligible for a full adjustment
*Building height transition requirements	Must allow up to 50% adjustment from the base zone
*Requirements for balconies and porches	Must be eligible for a full adjustment
*Requirements for recesses and offsets	Must be eligible for a full adjustment
<i>*Only applicable to manufactured dwelling parks, middle housing, multi-unit, and mixed use residential.</i>	

City's Requirements for Mandatory Adjustments

Senate Bill 1537 (2024) advances tools that will increase housing production, affordability and choice. This includes a requirement for cities to allow temporary flexibility on specified land use regulations for qualifying residential developments⁸. The City of Oregon City received approval for an exemption that allows the city to apply a local process to grant flexibility to local design and development standards instead of a state-prescribed process. To maintain this exemption, the city must:

1. Provide and clearly communicate all local processes by which any existing or prospective applicant for the development of housing under the jurisdiction of the city may request flexibility on design and development standards.
2. Allow any applicant for the development of housing to request flexibility on the specific design and development standards up to the amount specified in the table above via the applicable local process, and
3. Continue to demonstrate that the local process is flexible and accommodates project needs according to testimonials of housing developers who have utilized the adjustment process within the previous five years. Testimony may be submitted to the HAPO.
4. Allow any applicant rendered ineligible to request an adjustment via the local process to directly apply section 38 for the standard or standards rendered ineligible.

Following a complaint and investigation by the Office, a finding of non-compliance with these criteria will result in a revocation of the exemption. The city would then be required to apply the state-prescribed per Section 38 of Senate Bill 1537. Suspected violations can be reported to the HAPO at this intake form: <https://www.oregon.gov/lcd/HAPO/Pages/Inquiries-and-Complaints.aspx>

Learn more about HAPO, Senate Bill 1537, and Mandatory Adjustments at:

About HAPO: <https://www.oregon.gov/lcd/Housing/Pages/Housing-Accountability-and-Production-Office.aspx>

⁸ See Section 38, Senate Bill 1537 (2024 Session).

Mandatory Adjustments – Overview for Housing Developers:

https://www.oregon.gov/lcd/Housing/Documents/20250306_HAPO_MandatoryAdjustments_OnePager.pdf

Mandatory Adjustment Technical Summary:

https://www.oregon.gov/lcd/Housing/Documents/Mandatory_Adjustments_Summary.pdf

Flexibilities to Housing Development and Design Standards Dashboard:

<https://geo.maps.arcgis.com/apps/dashboards/04337d6378a24ba5b9bb6c9f7f5b3c9c>

HAPO Inquiries and Complaints Intake Form:

<https://www.oregon.gov/lcd/HAPO/Pages/Inquiries-and-Complaints.aspx>

Review the HAPO's Final Decision:

https://www.oregon.gov/lcd/Housing/Mandatory%20Adjustments/20251016_Oregon_City_Decision_Mandatory_Adjustment_Exemption.pdf



CITY OF OREGON CITY

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

Staff Report

To: City Commission

Agenda Date: November 5, 2025

From:

SUBJECT:

Item a. - Citizen Involvement Committee Appointments

STAFF RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

The following individuals have been appointed to the Citizen Involvement Committee (CIC) for the remaining CIC term that ends on December 31, 2025:

- Ryan Richards, Park Place Neighborhood Association
- John Keis, Caufield Neighborhood Association
- Dorothy Dahlsrud, Elyville Neighborhood Association
- Joy Allen, Ellyville Neighborhood Association
- Kathy Robertson, South End Neighborhood Association
- William Carton, South End Neighborhood Association

BACKGROUND:

N/A

OPTIONS:

N/A

BUDGET IMPACT:

N/A