



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING AGENDA

**Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, February 18, 2026 at 7:00 PM**

Ways to participate in this public meeting:

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

REGULAR MEETING OF THE CITY COMMISSION

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

Please see the public comment guidelines below.

- 5. PRESENTATIONS**

- Clackamas Heritage Partners Presentation
- Oregon City Shuttle Update

- 6. ADOPTION OF THE AGENDA**

- 7. CONSENT AGENDA**

- Resolution No. 26-03 Vacating Public Utility Easements located on 19490 Falcon Drive
- Downtown Parking Transition from a 2-Hour Time Limit to a 3-Hour Time Limit
- Purchase of Traffic Signal Radar Equipment from Advanced Traffic Products for the 2026 Roadway Reconstruction (PMUF) Project
- Approval of contract with Scott Edwards Architecture for conceptual design and planning services related to End of the Oregon Trail and a new Aquatics & Recreation Center
- Intergovernmental Agreement between Metro and Oregon City for the use of 2019 Parks and Nature Bond Measure Local Share Funds
- PSA with Lango Hansen Landscape Architects for Wesley Lynn Park Improvements
- AIA Document A101 – 2017 Standard Form of Agreement Between Owner and Contractor with Tikka Masonry, Inc for the Oregon City Public Works Facilities Plan – Bulk Bin & Magnesium Chloride Addition Project (PS 25-004)
- Oregon City Employees Local 350-2, Council 75 of the American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement for the period, July 1, 2025 – June 30, 2028
- Minutes of the February 11, 2025 City Commission Work Session

- 8. PUBLIC HEARINGS**

- Public Hearing and First Reading of Ordinance 26-1001, Vacating Public Rights-Of-Way of An

Alley and Portions of Fifth and Main Street, Located West of McLoughlin Boulevard

- b. Second Reading of Ordinance 26-1006, Approving Code Amendments to OCMC 16.12 for Public Improvement Exemptions (GLUA-25-00054 / LEG-25-00003)

9. GENERAL BUSINESS

- a. Downtown Quiet Zone Project Update

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

- a. Mayoral Appointment of Christine Boatman to the Library Board

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.



February 18th 2026 - City of Oregon City Commission Presentation

Clackamas Heritage Partners

2025 Annual Company Report



This report provides an overview of our achievements and metrics in 2025.

Presented by: Corinne Lowenthal,
Executive Director

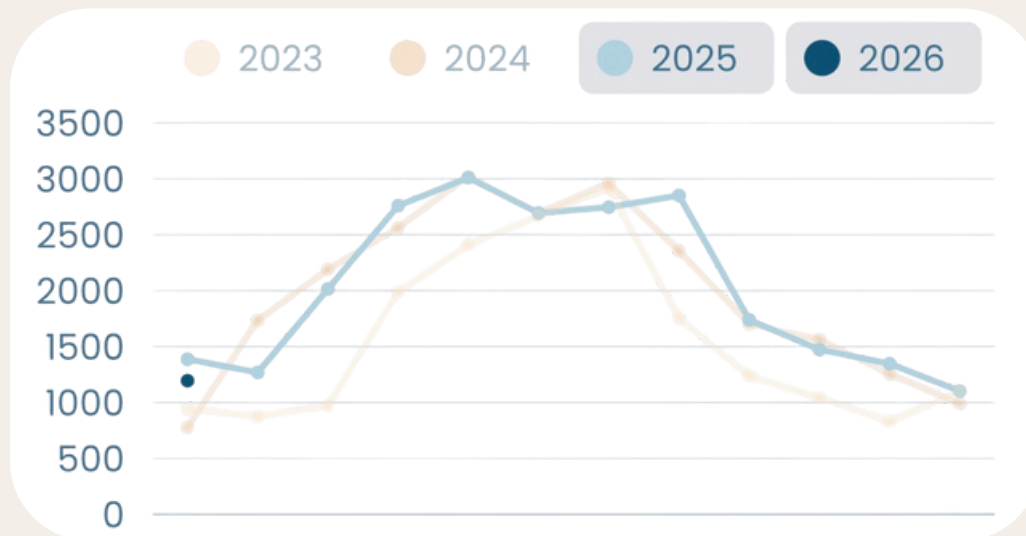
Organizational Highlights



- Historic Donation of the Curtis Transportation Collection and inheritance of the Curtis Heritage Education Center
- Created only historic education programming meeting both State and Tribal Learning standards.
- Roughly 75% of all stored artifacts and resources have been catalogued.
- Visitor counts were low across the entire state and world, so surpassing our counts from last year is something to celebrate.

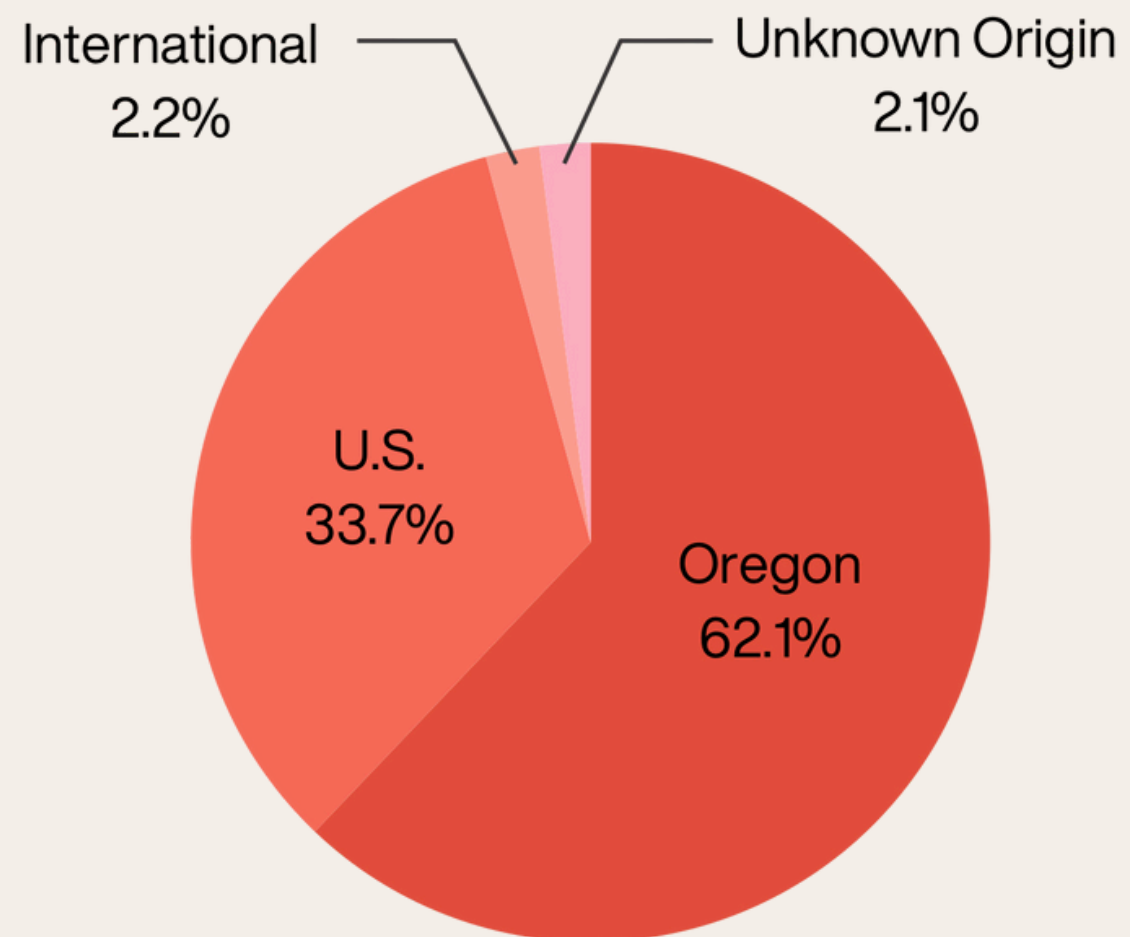


Visitor Highlights



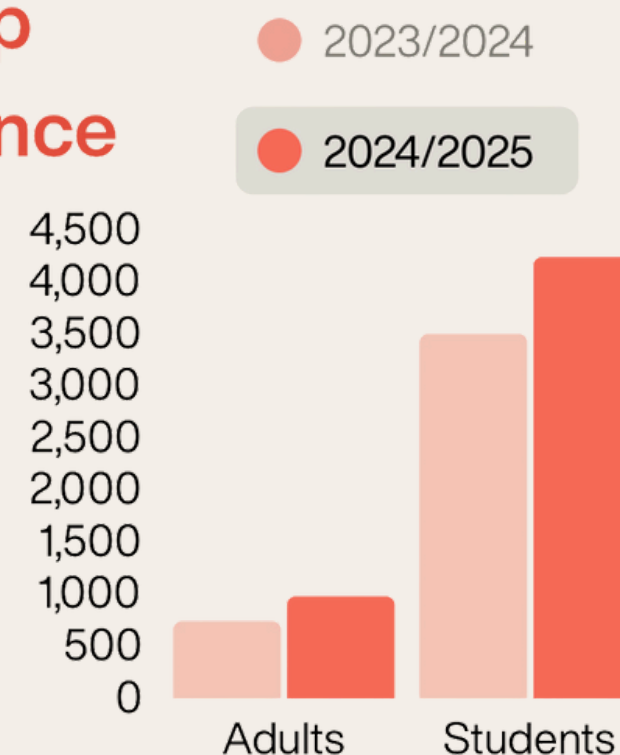
Added 8 new visitor locations from around the world: Cambodia, Kazakhstan, Malaysia, Nepal, Singapore, Tahiti, Slovenia, and Ecuador.

Visitor Count Origin Breakdown 2025



Total Visitors 24,392

Field Trip Attendance



Important Accomplishments



Critical Planning for 2026 Events which will include: Library Week, An Exhibit at the Historic West Linn City Hall, Rose Festival, Juneteenth, Anniversary Week, Our Annual Picnic, First City, Arts Fest, Fall Fest, Quarterly Free Days and More!

Accessibility



Grants from Travel Oregon and Mt. Hood Territory to improve the site.

Oregon Peace Trail

Designated the Official Beginning of the Trail which ends at the Peace Flame in Ashland



Created New 2026 Programming

Starting with the Wagon Crawl, continuing with Spring/Summer Camps, Exhibits, Lectures, & More.



Historic Oregon City Passports

Met with wild excitement! The next copies will be on the way as soon as our ISBN is issued.



Financial Performance



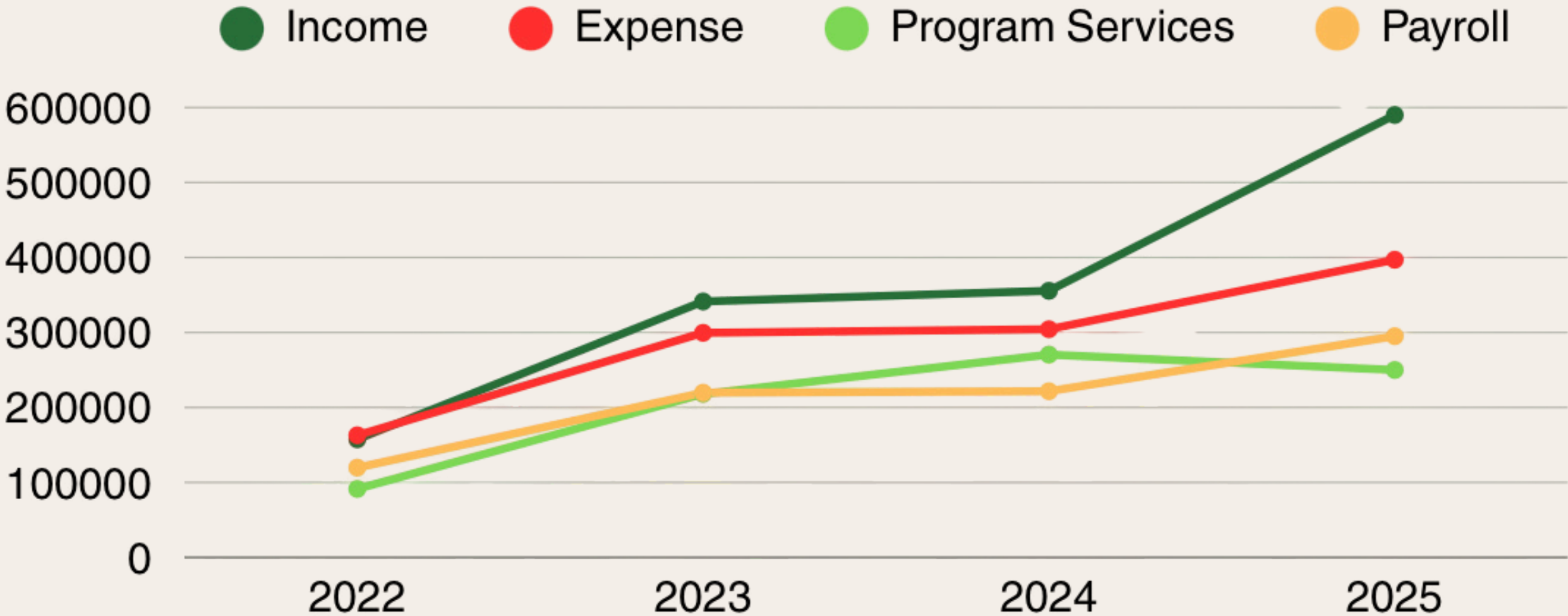
2025 Approved Budget vs Actual

Budget Income - \$577,166.18 | Budget Expense - \$506,025.39
Actual Income - \$645,731.90 | Actual Expense - \$429,847.36

**figures do not include 2025 awarded grants*

- Cleaner COAs allow us to more clearly see how our funds move.
- Net Income: \$3226.93 (derived from removing non cash donations)
- Total Curtis Donation - \$187,378.96
- Individual Donations - \$14,645.81 (86% growth)

2026 Approved Budget
Income - \$610,000
Expense - \$561,000



Join Us!

www.HistoricOregonCity.Org



Donate Today!

Help us draw a New Map!

Sketch out your dreams and share your ideas.

End of the Oregon Trail Interpretive ...

Washington St

Washington St

Royal Flush Plumbing

Abernethy Rd

Oregon City Antiques

HISTORIC OREGON CITY

Thank You

Thank you to visitors, stakeholders, donors, staff, contractors, affiliates, and all of our partners.

Most importantly, thank you to our community. We are so deeply excited to continue to collaborate with you.

Our Annual Report will release toward the End of April when our annual 990 is accepted. Both will be posted to our website as soon as they are available.



END OF THE OREGON TRAIL
HISTORIC OREGON CITY



CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	February 18, 2026
From:	Dayna Webb, Public Works Director		

SUBJECT:

Item 5.b. - Oregon City Shuttle Update

STAFF RECOMMENDATION:

City Commission receives a presentation.

EXECUTIVE SUMMARY:

The Oregon City Shuttle is a free, weekday local transit service operated by Clackamas County to improve mobility within Oregon City. The shuttle connects neighborhoods with key destinations and the Oregon City Transit Center, providing flexible deviated fixed-route service that expands access for residents who may not be well served by traditional transit. The service is managed by the Clackamas County Transit Services Program Manager, through the Clackamas County Social Services Department, and supports transportation equity, reduced reliance on single-occupancy vehicles, and broader county and city mobility goals.

BACKGROUND:

The Oregon City Shuttle is a free, weekday local transit service operated through the Clackamas County Connects Shuttle Service program to improve mobility within Clackamas County. In Oregon City, the shuttle connects residential areas with key destinations such as the Oregon City Transit Center, shopping areas, City Hall, and other community services, helping residents access employment, services, and regional transit options.

The service operates as a deviated fixed-route shuttle, following a set route and schedule while allowing limited off-route deviations by request. This flexible model improves access for riders who may not be able to easily reach traditional bus stops and supports a broader range of trip purposes within the city.

The shuttle is fully accessible and free to ride, reducing barriers to transportation and supporting equity goals. By providing local connections and facilitating transfers to regional transit, the Oregon City Shuttle helps reduce reliance on single-occupancy vehicles and supports broader county and city transportation objectives.

Kristina Babcock, the Transit Services Program Manager from Clackamas County, will provide an update on the Oregon City Shuttle and be available to answer questions.

OPTIONS:

1. No action required

BUDGET IMPACT:

N/A



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** February 18, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.a. - Resolution No. 26-03 Vacating Public Utility Easements located on 19490 Falcon Drive

STAFF RECOMMENDATION:

Approve Resolution No. 26-03, authorizing the vacation of public utility easements on 19490 Falcon Drive.

EXECUTIVE SUMMARY:

Public Works received a request to vacate public utility easements located at 19490 Falcon Drive. The easements were originally established to allow access, use, and maintenance by franchise utility providers serving the area. However, they no longer serve any current utility providers and are not anticipated to be needed for such purposes in the future. For these reasons, Public Works staff recommend approval of this resolution as being in the public's best interest.

BACKGROUND:

On February 3, 2026, Mark Shaw, developer for Summit Homes, acting on behalf of the property owner, applied to vacate the existing public utility easements on the subject property at 19490 Falcon Drive (Lot 6, Gaffney Lane Acres, Plat No. 1491, recorded in 1970).

Gaffney Lane Acres Plat established five-foot wide public utility easements along all interior lot lines, as well as five-foot-wide public utility easements along all property frontages.

Additionally, the plat established ten-foot wide public utility easements along all exterior property boundaries of the plat. This vacation request would remove all described easements from 19490 Falcon Drive.

19490 Falcon Drive is currently in the process of being partitioned into three separate lots as part of a Middle Housing Land Division. The existing house fronts Falcon Drive and has a sewer lateral that runs to the back of the property and connects to the City's sewer main on Lazy Creek Lane. The newly created lots are located behind the existing house and front Lazy Creek Lane. This middle housing development requires the establishment of a private sewer easement across the new lots to allow the existing house to continue using the City sewer main on Lazy Creek Lane as there is no sewer main on Falcon Drive.

There are two public utility easements (PUEs) that exist along the length of the property lines between Falcon Drive and Lazy Creek Lane. These PUE requirements were standard practice in the past; however, they are no longer required under current standards and code. The

applicant has requested that these PUEs be vacated, as they are not being used by the City or any franchise utilities, and are no longer standard practice. Vacating these easements will allow the required private sewer easement and will enable additional dwelling units to be accommodated, resulting in more efficient use of the property.

Per Oregon City Municipal Code Section 16.12.085, public utility easements are required as part of the subdivision platting process to allow utility providers access and to route utilities through neighborhoods and to homes on private property. Historically, utility easements were required along all property lines; however, current standards limit public utility easements to only property lines along the frontage of a roadway.

A vacation shall be granted if the following criteria are met:

1. No current or future public need for the street, alley, or easement.
2. The vacation serves the public interest.
3. Adjacent properties are not adversely impacted by the vacation.
4. Consent from adjacent property owners is provided, if applicable.

The applicant's justifications for these vacation requests are:

1. The easements are unused by franchise utility providers including electric, natural gas and telecommunications.
2. The location of the easements are not in compliance with current standards, which require public utility easements to be located along property road frontages adjacent to public rights-of-way.
3. Vacating these easements will not impact adjacent properties, but will assist with maintaining sewer service for the existing single-family residence at 19490 Falcon Drive.

Public Works has reviewed the application and confirmed that it aligns with current city policies. The easements no longer serve a public utility function and meet the criteria for vacation. Upon approval of this resolution, a legal description and map ("Quitclaim Deed with Map and Legal") will be officially recorded with the Clackamas County Recording Office, officially vacating the easements.

OPTIONS:

1. Approve Resolution No. 26-03 Vacating Public Utility Easements located on 19490 Falcon Drive.
2. Approve Resolution No. 26-03 Vacating Public Utility Easements located on 19490 Falcon Drive with Amendments.
3. Deny Resolution No. 26-03 Vacating Public Utility Easements located on 19490 Falcon Drive and provide further direction.

BUDGET IMPACT:

Amount N/A

Fiscal Year(s):	N/A
Funding Source(s):	N/A
Included in Approved Budget:	N/A

RESOLUTION NO. 26-03

A RESOLUTION VACATING PUBLIC UTILITY EASEMENTS LOCATED ON 19490 FALCON DRIVE

WHEREAS, the Mark Shaw of Summit Homes, a developer acting on behalf of the property owner of 19490 Falcon Drive (“Property”) has applied to vacate all existing public utility easements (“Easements”) located on the Property; and

WHEREAS, the property is Lot 6 of Gaffney Lane Acres, Plat No. 1491, recorded in 1970; and

WHEREAS, the Easements are legally described in **Exhibit A** and depicted in **Exhibit B** of the Quitclaim Deed and are attached hereto and incorporated herein by this Resolution; and

WHEREAS, the Easements were originally established for use by franchise utility providers and are no longer being used or needed for utility purposes, as confirmed by written statements of non-use and approval of this vacation from all franchise utility providers serving the area; and

WHEREAS, the Oregon City Public Works Department has reviewed the request and determined that vacating the Easements serves the public interest, as it has no current or anticipated future use.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The public utility Easements located on 19490 Falcon Drive, as legally described in Exhibit A and depicted in Exhibit B of the attached Quitclaim Deed, is hereby vacated.

Section 2. This Resolution shall take effect immediately upon its adoption by the City Commission and its recordation with the Clackamas County Recording office, thereby vacating the portion of public utility easement as legally described in the Quitclaim Deed (Exhibits A and B).

Approved and adopted at a regular meeting of the City Commission held on the 18th day of February, 2026.

DENYSE C. MCGRUFF
Mayor

Attested to this 18th day of February, 2026:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

AFTER RECORDING RETURN TO:

City of Oregon City, City Recorder
P.O. Box 3040
Oregon City, Oregon 97045-0304

Planning No.: _____

QUITCLAIM DEED

THE PURPOSE OF THIS CONVEYANCE IS TO RELEASE AND RELINQUISH ALL OF THE RIGHT, TITLE, AND INTEREST OF THE CITY OF OREGON CITY, A MUNICIPAL CORPORATION OF THE STATE OF OREGON (CITY), ALL, OR A PORTION OF, THE EASEMENT RECORDED IN THE PUBLIC RECORDS OF CLACKAMAS COUNTY, OREGON AS DOCUMENT NO. _____.

THE CITY OF OREGON CITY, DOES REMISE, RELEASE AND FOREVER QUITCLAIM UNTO _____,

GRANTEE (AS WELL AS ITS SUCCESSORS AND ASSIGNS), ALL THE RIGHTS, TITLE, INTEREST, CLAIM OR DEMAND THAT THE CITY MAY HAVE TO THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF CLACKAMAS IN THE STATE OF OREGON, DESCRIBED ON THE ATTACHED **EXHIBIT A**, AND SHOWN ON THE ATTACHED **EXHIBIT B**.

THE TRUE CONSIDERATION FOR THIS CONVEYANCE IS \$0

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

CITY OF OREGON CITY

Dayna Webb, Public Works Director

STATE OF OREGON)
)
County of Clackamas)

This record was acknowledged before me on (date) _____, 20_____
by Dayna Webb as the Public Works Director of the City of Oregon City.

Stamp notary seal:

WITNESS my hand and official seal.

Signature of Notary Public

My commission expires:_____

Anthony J. Konkol III, City Manager

STATE OF OREGON)
)
County of Clackamas)

This record was acknowledged before me on (date) _____, 20_____
by **Anthony J. Konkol** as the **City Manager** of the City of Oregon City.

Stamp notary seal:

WITNESS my hand and official seal.

Signature of Notary Public

My commission expires:_____



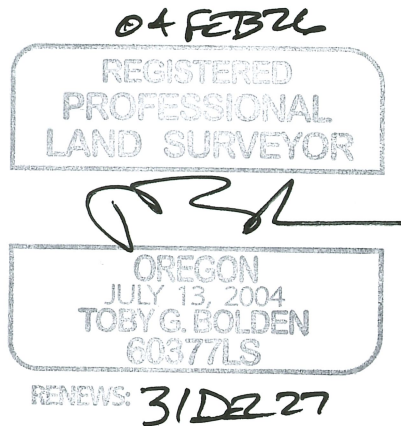
19376 Molalla Avenue, Ste. 120, Oregon City, OR 97045
P. 503-650-0188 F. 503-650-0189

Exhibit "A"
Easements
Legal Description

A tract of land being those easements granted by "Gaffney Lane Acres", Plat No. 1491, Clackamas County Plat Records, within the boundary of Lot 6 of said plat as depicted in Exhibit "B", located in the northeast one-quarter of Section 8, Township 3 South, Range 2 East of the Willamette Meridian, City of Oregon City, County of Clackamas, State of Oregon, being more particularly described as follows:

The northeast 10.00 feet, the southeast 5.00 feet, the southwest 5.00 feet and the northwest 5.00 feet of Lot 6 of said plat.

Contains 3,405 square feet, more or less.



"GAFFNEY LANE
ACRES"

PLAT NO. 1491
LOT 4

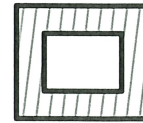
PARCEL 1
DOC. NO.
2019-046597

PARTITION PLAT
NO. 1996-16

PARCEL 2
DOC. NO.
2017-019500

LOT 6
DOCUMENT NO.
2020-078366

LOT 7
DOC. NO.
2016-074666



EASEMENTS GRANTED BY
"GAFFNEY LANE ACRES",
PLAT NO. 1491 FOR
UNDERGROUND POWER,
TELEPHONE LINES, AND
STORM SEWER LINES

CONTAINS:
3,405 ± SQUARE FEET

LAZY CREEK LANE
50' WIDE RIGHT OF WAY

N43°15'39"E 199.99'
N43°15'39"E 184.99'
N46°44'21"W 52.10'
N43°33'55"W 43.05'
N46°44'21"W 52.10'
N43°33'55"W 43.05'

SOUTH FALCON DRIVE
(COUNTY ROAD NO. 2927)
50' WIDE RIGHT OF WAY

"GAFFNEY LANE
ACRES"

PLAT NO. 1491

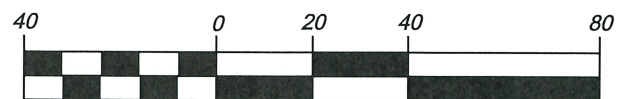
SIGNED ON: 04 FEB 26

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 2004
TOBY G. BOLDEN
60377LS

RENEWES: DECEMBER 31, 2027

GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.



CLIENT: SUMMIT HOMES
ORIG. DATE: 02/04/2026
DRAWN BY: BAH
SHEET No. 1 OF 1

EXHIBIT "B" EASEMENTS

CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON
N.E. 1/4 SECTION 8, T.3S., R.2E., W.M.

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:	February 18, 2026
From:	Shaun Davis, Police Chief		

SUBJECT:

Item 7.b. - Downtown Parking Transition from a 2-Hour Time Limit to a 3-Hour Time Limit

STAFF RECOMMENDATION:

Authorize the Code Enforcement Manager to transition the downtown parking spaces between 5th St. to 13th St. and Hwy 99E to Railroad Ave from a 2-hour time limit to a 3-hour time limit by replacing coin meters, signs, and updating current kiosks.

EXECUTIVE SUMMARY:

Since the relocation of the Clackamas County Courthouse from Main St. to its current location, the City Commission has had two work sessions discussing different parking options downtown. During the most recent November 12, 2025 City Commission Work Session, the Commission provided direction for staff to bring back a plan to transition the area of downtown parking between 5th St and 13th St. and Hwy 99E and Railroad Ave from a 2-hour time limit to a 3-hour time limit.

BACKGROUND:

In May of 2025, the Clackamas County Courthouse moved from its current downtown location in downtown Oregon City to its new location on top of the hill. The courthouse had a significant impact on downtown parking.

During this biennium's budget preparation, staff knew the courthouse was going to be relocating but did not have any data to know the true impact the courthouse relocating would have on downtown parking revenue. Staff had to estimate the revenue on the 25-27 biennium budget and to do so, looked back on previous parking revenue and made an estimate. The budget for each year during this biennium was estimated at \$100k. This does not include permit parking.

On August 12, 2025, the Commission had a work session discussion about downtown parking. During the meeting staff presented a revenue comparison for June and July of this year and compared it to June and July 2024. The Commission requested additional information from staff about what the cost would be to transition downtown parking from its current 2-hour parking to a proposed 3-hour parking. Commission also requested a longer revenue comparison.

On November 12, 2025, the Commission had a work session to further discuss downtown parking. During the meeting staff presented a longer revenue comparison. The primary

discussion was about extending the time allowed for parking downtown along with what section the change should affect. The direction from the Commission was to move forward with a change from a 2-hour time limit to a 3-hour time limit. The area for this change was from 5th St. to 13th St. and from Hwy 99E to Railroad Ave. In this transition, staff included the four (4) parking spots along Main St. south of Hwy 99E.

Since the November 25th work session, staff conformed our current internal mechanisms in our parking meters are obsolete and no longer supported. The mechanisms are not able to be reprogrammed. New internal mechanisms were ordered and tested and they are properly functioning. Staff are able to reprogram as needed for future changes.

The Commission also requested to see the cost difference for implementing a change to all stand-alone kiosks. Staff has prepared a cost comparison for the replacement of the meters and a cost comparison for removing all parking meters and using only kiosks. Both comparisons would utilize the parking app. The only cost unknown to staff at the time of this staff report is the shipping costs of the parking meter internal mechanisms.

City staff will be responsible for replacing the internal mechanisms, replacing the signs, and placing new stickers.

Attached is the cost comparison for the replacement of parking meters vs. kiosks, pictures of the new parking meter internal mechanism, and a map of where current kiosks are located and where additional kiosks would be required.

OPTIONS:

1. Approve Downtown Parking Transition from a 2-Hour Time Limit to a 3-Hour Time Limit.
2. Approve Downtown Parking Transition from a 2-Hour Time Limit to a 3-Hour Time Limit with Amendments.
3. Deny Downtown Parking Transition from a 2-Hour Time Limit to a 3-Hour Time Limit and provide further direction.

BUDGET IMPACT:

Amount	\$36,833 plus shipping
Fiscal Year(s):	2025-2027
Funding Source(s):	General Fund
Included in Approved Budget:	No

Downtown Parking 3-Hour Meter Adjustment Costs

February 2026

This is a breakdown of the costs associated with a parking time limit change from 2-Hours to 3-Hours in the downtown district along Main Street from 5th to 13th, Main Street to Railroad.

Option #1 – Replace Coin Meters, Signs & Update Current Kiosks

Our existing coin meters are 30-40 years old, and there is no update available to change them from 2-hours to 3-hours. Therefore, internal coin meter equipment would need to be replaced.

Equipment/Signs:

Total Coin Meters Downtown:	127
Total Kiosk Machines Downtown:	22
Total Parking Time Limit Signs Downtown:	126
Cost Per Sign Replacement:	\$30
Cost to replace each coin meter:	\$239
<u>Total Coin Meter Costs:</u>	<u>\$30,353</u>
Shipping Costs:	TBD
<u>Total Sign Cost (All Downtown Signs):</u>	<u>\$3,780</u>

Costs to Update:

Meter Stickers:	\$500
Update Cost Per Kiosk:	\$100
<u>Total Update Costs for Kiosks:</u>	<u>\$2,200</u>

Total Cost Updating All of Downtown to 3-Hours: **\$36,833**

Option #2 – Purchase New Kiosks & Remove All Coin Meters Downtown

Install new kiosks on each block face where coin meters currently exist. Then remove all coin meters/posts in downtown parking district.

Cost to Purchase New Kiosks to Replace all Coin Metered Spaces

New Kiosks needed	15
Cost Per Kiosk	\$14,254
Update Signs	\$3,780
Update Current Kiosks	\$2,200
New Kiosk Stickers	\$500
Remove Coin Meters	\$1,500
Remove Meter Posts & Patch Concrete	\$2,500
Total Costs:	\$224,290



00:59

Welcome to the City
Of Oregon City

MON-FRI
\$1.00/HR

8AM-5PM
2HR MAX

00:41

Welcome to the City
Of Oregon City

MON-FRI
\$1.00/HR

8AM-5PM
2HR MAX

H5

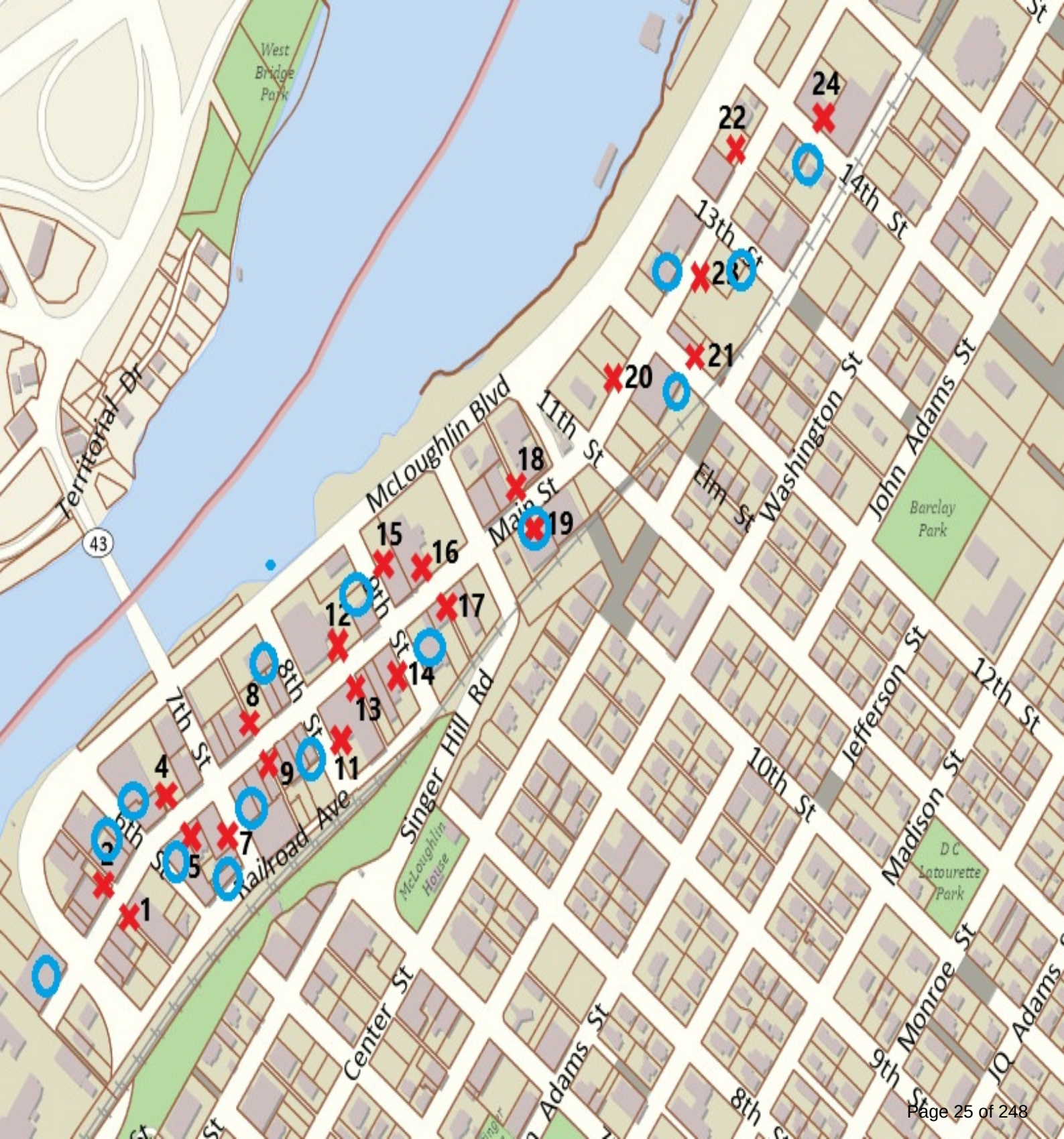
**8 HOUR
MAXIMUM**

MUST MOVE TWO (2) BLOCKS
AFTER MAXIMUM TIME ALLOWED

8:00 A.M. - 5:00 P.M. MONDAY - FRIDAY

• NO PARKING AT NON-WORKING METERS •
REPORT NON-WORKING METERS TO 503-905-3665

FREE PARKING ON WEEKENDS





CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** February 18, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.c. - Purchase of Traffic Signal Radar Equipment from Advanced Traffic Products for the 2026 Roadway Reconstruction (PMUF) Project

STAFF RECOMMENDATION:

Authorize the purchase of traffic signal radar equipment, to support upcoming 2026 Roadway Reconstruction (PMUF) Project from Advanced Traffic Products.

EXECUTIVE SUMMARY:

This project will upgrade existing traffic signal loop detectors to radar detection at the start of the 2026 Roadway Reconstruction (PMUF) Project. The radar equipment must be procured in advance to meet project schedules, ensuring vehicle detection remains operational, helping to keep traffic moving through the project area during construction.

Advanced Traffic Products, the sole supplier of the radar equipment, will provide the detectors. Installation will be completed by the City's contractor and ongoing maintenance will be maintained by Clackamas County under an existing Intergovernmental Agreement (IGA).

BACKGROUND:

Oregon City has historically used vehicle detection loops (also called inductive-loop traffic detectors) that are located in the pavement for traffic signals. These loops utilize traffic sensors, via a wire fixed to the pavement, that detect the presence of, and type of vehicle. This detection then relays a message to the traffic signal controller when a vehicle is present.

However, when construction work occurs in areas with loop detectors, and the construction impacts or cuts the loops, the traffic controller enters "fail safe mode." In this mode, the system assumes vehicles are always present, even when they are not. As a result, notifications (from the loops) are no longer relayed when vehicles are actually present and waiting to turn, causing the traffic signal to cycle through regular signal patterns even when no vehicles are present. This disrupts traffic flow and replacing the loops is time consuming.

Some loops were converted in 2024 to address upcoming projects in 2025. Because the upcoming 2026 Roadway Reconstruction (PMUF) project will impact additional traffic signals with loops, further upgrades are necessary to maintain efficient traffic operation during this construction.

Oregon City has an existing Intergovernmental Agreement (IGA) with Clackamas County to review and maintain the City's traffic signal and intelligent transportation systems (ITS) equipment. The County has reviewed the list of equipment for the City to purchase and has supported the product the City received quotes for. The City's contractor will install the radar equipment and Clackamas County will maintain the equipment on the City's behalf per the IGA.

In June 2024, a much larger project to convert traffic loops, was sent to three (3) vendors in accordance with City and State contracting procedures for intermediate procurement. Only one (1) quote was received (from Advanced Traffic Products). This company called and informed the City that they are the exclusive supplier of the equipment specified in the request and in this area.

For the 2026 PMUF project, the City did not seek additional quotes beyond Advanced Traffic Products due to the 2024 procurement results and the County's desire to continue using only this product. This specific equipment is necessary to install radar detection equipment, as specified by the existing IGA between the City and Clackamas County, which states the County manages the City's signal system. Utilizing consistent equipment across traffic signals allows Clackamas County staff to maintain the equipment more efficiently.

This intermediate procurement (\$25,000 to \$250,000) follows City procurement guidelines and Oregon Revised Statute. Intermediate procurements require at least three informally solicited competitive quotes or proposals from perspective vendors. Since only one vendor supplies this specific equipment, per the response to the 2024 request for quotes, the procurement process will follow the "Direct Appointment" procurement process, as described in the City's procurement guide.

OPTIONS:

1. Approve Purchase of Traffic Signal Radar Equipment from Advanced Traffic Products for the 2026 Roadway Reconstruction (PMUF) Project.
2. Approve Purchase of Traffic Signal Radar Equipment from Advanced Traffic Products for the 2026 Roadway Reconstruction (PMUF) Project with Amendments.
3. Deny Purchase of Traffic Signal Radar Equipment from Advanced Traffic Products for the 2026 Roadway Reconstruction (PMUF) Project and provide further direction.

BUDGET IMPACT:

Amount	\$61,565.11
Fiscal Year(s):	26/27
Funding Source(s):	Pavement Maintenance
Included in Approved Budget:	Yes

Wavetronix SmartSensor Digital Wave Radar

[illegible]

This quote will be honored for 30 days.

This Bid is for Materials Only & Does Not Include Lab Fees, Applicable Taxes or Installation Charges.

ATP DOES NOT take responsibility for quantities of materials.

Lead-times will be provided upon receipt of PO if requested.

Please email PO's to PO@advancedtraffic.com should you opt to purchase this material

Shipping fees to Alaska are Excluded unless specifically included and shown above.

1122 Industry Street Suite A - Everett, WA 98203 - 425.347.6208

www.advancedtraffic.com

Molalla Ave/Pearl St

Item:	Quantity:	Unit Cost:	Item Cost:
Wavetronix Advance 200-E Extended Range SmartSensor	2	\$ 5,771.00	\$ 11,542.00
Wavetronix Matrix Stop Bar SmartSensor	4	\$ 4,657.00	\$ 18,628.00
80 foot 6 Conductor Matrix / 200V Cable w/ Connector	6	\$ 337.00	\$ 2,022.00
Mini 710 - Sensor Cable Junction Box w/terminal blocks	6	\$ 155.00	\$ 930.00
Sensor Mount - 6" 2 Axis Aluminum Bracket	6	\$ 219.00	\$ 1,314.00
SmartSensor Advance View Finder Aiming Tool	1	\$ 24.50	\$ 24.50
5' SDLC Cable-2070 (25 pin screw) to Click 650 (15 pin Spring clip)	1	\$ 138.25	\$ 138.25
Click 656 - 6 Sensor Cabinet interface with SDLC output	1	\$ 4,657.00	\$ 4,657.00
19" 3U Mounting Shelf and Hardware Kit for Click 656	1	\$ 253.86	\$ 253.86
Matrix Type 2 Home Run Cable 1 pr #18, 2 triads #22	1500	\$ 2.15	\$ 3,225.00
		Total:	\$ 42,734.61

Molalla Ave/Holmes Ln-Hilda St

Item:	Quantity:	Unit Cost:	Total Cost:
Wavetronix Advance 200-E Extended Range SmartSensor	1	\$ 5,771.00	\$ 5,771.00
Wavetronix Matrix Stop Bar SmartSensor	2	\$ 4,657.00	\$ 9,314.00
80 foot 6 Conductor Matrix / 200V Cable w/ Connector	3	\$ 337.00	\$ 1,011.00
Mini 710 - Sensor Cable Junction Box w/terminal blocks	3	\$ 155.00	\$ 465.00
Sensor Mount - 6" 2 Axis Aluminum Bracket	3	\$ 219.00	\$ 657.00
SmartSensor Advance View Finder Aiming Tool	0	\$ 24.50	\$ -
5' SDLC Cable-2070 (25 pin screw) to Click 650 (15 pin Spring clip)	0	\$ 138.25	\$ -
Click 656 - 6 Sensor Cabinet interface with SDLC output	0	\$ 4,657.00	\$ -
19" 3U Mounting Shelf and Hardware Kit for Click 656	0	\$ 253.86	\$ -
Matrix Type 2 Home Run Cable 1 pr #18, 2 triads #22	750	\$ 2.15	\$ 1,612.50
		Total:	\$ 18,830.50



Wavetronix Exclusive Dealer Certification

February 12, 2024

To Whom it May Concern:

Wavetronix would like to confirm that Advanced Traffic Products is contracted with Wavetronix as the sole and exclusive dealer of the SmartSensor Digital Wave Traffic Radar, the SmartSensor High Definition (HD) traffic radar, the SmartSensor Matrix traffic radar, the SmartSensor Advance traffic radar, and all Wavetronix products for the states of Oregon, Washington, Idaho, Montana, Nevada, Wyoming and Alaska.

Advanced Traffic Products has completed factory authorized training and qualified technical support at the Wavetronix offices in Provo, UT (USA) and continuing education and training by Wavetronix personnel.

Any questions regarding the contractual relationship between Advanced Traffic Products and Wavetronix can be forwarded directly to my attention at the address listed below. Thank you for attention with this matter.

Sincerely,

A handwritten signature in black ink that reads 'Brent Padilla'.

Brent Padilla
Business Unit



MEMORANDUM

TO: John Lewis, Public Works Director
FROM: Dayna Webb, City Engineer
DATE: July 19, 2024
SUBJECT: Traffic Signal Detection Equipment Procurement

Overview

Oregon City has historically used vehicle detection loops (also called inductive-loop traffic detectors) for traffic signals. Loops utilize traffic sensors, via a wire fixed to the pavement, that detect the presence of, and type of vehicle. This detection then relays a message, to the traffic control panel, that a vehicle is present. However, when construction work occurs in areas with loops, the construction impacts/cuts the loop transmission causing the traffic control to enter “fail safe mode.” This mode assumes that vehicles are present, when they are not. This means the signals (from the loop wire) can no longer be relayed when vehicles are present and waiting to turn. This causes the traffic signal(s) to cycle through regular signal patterns when no vehicles are present. This impacts vehicular travel and replacement of loops takes time.

Several construction projects, Molalla Avenue Transmission Line WIFIA 3-2, Molalla Avenue Inflow and Infiltration Sewer and the annual Pavement Maintenance Utility Fee (PMUF), are planned along Molalla Avenue. These projects are anticipated to impact several traffic signals along the Molalla Avenue corridor – a corridor with loops.

Oregon City has an existing intergovernmental agreement (IGA) with Clackamas County to review and maintain the City’s traffic signal and intelligent transportation systems (ITS) equipment; therefore, the list of projects on Molalla Avenue has been provided to Clackamas County. The County reviewed that project along the corridor and provided a list of equipment for to the City to purchase, to convert the impacted traffic signal movements from loops to radar detection. Once this equipment is purchased, Clackamas County will install the equipment via the City’s existing intergovernmental agreement (IGA).

Selection Process

According to the City’s Procurement Guide, procurement for this radar equipment will be a “Goods & Services - Intermediate Procurement”, as the estimated cost of the equipment is between \$25,000 - \$250,000.

On June 14, 2024, an email was sent to three prospective suppliers (Advanced Traffic Products, Western Systems, Inc. and Coral Sales Company) requesting quotes for the equipment needed. The email requested quotes be submitted to the City by Tuesday, June 25, 2024, for the following equipment:

Item	Quantity
Advance	5
Matrix	10
Click 656	5
Click 112 Cards	12
Mounting Shelf	4
80ft Conductor Cables	15
Home Run Cables	3750
Sensor Junction Box	15
Sensor Mount	15
SDLC Cable	5

The only respondent was Advanced Traffic Products. This company called and shared that the equipment specified in the request is exclusively supplied by their company to this area.

This equipment is necessary to install the radar detection equipment, as specified by an existing IGA between the City and Clackamas County which states the County manages the City's signal system. Utilizing consistent equipment in traffic signals allows Clackamas County staff to maintain the equipment more efficiently. Therefore, the procurement process will follow the "Direct Appointment" procurement process, as described in the City's procurement guide.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** February 18, 2026
From: Scott Archer, Parks and Recreation Director

SUBJECT:

Item 7.d. - Approval of contract with Scott Edwards Architecture for conceptual design and planning services related to End of the Oregon Trail and a new Aquatics & Recreation Center

STAFF RECOMMENDATION:

Staff recommend approval of the contract with Scott Edwards Architecture

EXECUTIVE SUMMARY:

A Request for Proposals (RFP) was released on August 6, 2025 seeking proposals from qualified Architecture & Engineering firms for conceptual design and planning services related to End of the Oregon Trail and a new Aquatics and Recreation Center. This project was advertised in the Daily Journal of Commerce and the City bid site, in accordance with City and State contracting procedures for Formal Selections. Proposals were due on September 17th and five qualified proposals were received. A selection committee comprised of City staff and representatives from PRAC and Clackamas Heritage Partners selected Scott Edwards Architecture, LLP as the successful proposer after a rigorous review process. The contract's scope of work was refined through the negotiation phase to adequately achieve the goals of the project, while staying as close to our targeted budget as possible. While this project will be led by one overarching consultant team, the approach is two unique and distinct engagement and planning efforts to gather community feedback and input on the future of both End of the Oregon Trail and a possible new Aquatics and Recreation Center. The scope of work for each portion of the project is outlined in detail in the attachments to this item.

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.

The proposed contract is \$99,932 over the budgeted amount of \$300,000, but sufficient funds are available in the adopted Parks and Recreation System Development Charges Contingency Fund (\$8.6 million) to complete this project. Staff have determined that this contract value is necessary to achieve the goals and objectives of the project, particularly as it relates to community engagement efforts.

BACKGROUND:

Commission Goal 2 (Invest in City Facilities and Infrastructure) focuses on completion of strategic planning, funding opportunities, and long-term investments to provide safe,

updated, and sustainable infrastructure as well as improvements to, and construction of, needed city facilities. Goal 2.1 specifically identifies creation of development plans for the Oregon City Pool and End of the Oregon Trail that reflect a community-supported vision for the future location and costs to update or reconstruct the facilities. The City's FY25-27 identified some System Development Charge funding for this project and there is adequate funding to support the negotiated contract value if approved.

OPTIONS:

1. Approve Approval of contract with Scott Edwards Architecture for conceptual design and planning services related to End of the Oregon Trail and a new Aquatics & Recreation Center.
2. Approve Approval of contract with Scott Edwards Architecture for conceptual design and planning services related to End of the Oregon Trail and a new Aquatics & Recreation Center with Amendments.
3. Deny Approval of contract with Scott Edwards Architecture for conceptual design and planning services related to End of the Oregon Trail and a new Aquatics & Recreation Center and provide further direction.

BUDGET IMPACT:

Amount	\$399,932.00
Fiscal Year(s):	FY25-26, FY26-27
Funding Source(s):	Parks and Recreation System Development Charges
Included in Approved Budget:	Yes

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

PRE-DESIGN SERVICES FOR AQUATICS AND EOT PLANNING

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **Scott Edwards Architecture, LLP** ("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 Ninety-Nine Thousand, Nine Hundred and Thirty-Two (\$399,932.00) dollars**.

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

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

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

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

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

To the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: Parks and Recreation Director

To Consultant:

Scott Edwards Architecture, LLP
2525 E. Burnside Street
Portland, OR 97214
Attn: Jennifer Marsicek, Principal

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

SCOTT EDWARDS ARCHITECTURE, LLP

By: _____
Scott Archer
Title: Parks and Recreation Director

By: _____
Title: _____

DATED: _____, 20__.

DATED: _____, 20__.

By: _____
Anthony J. Konkol III
Title: City Manager

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

DATED: _____, 20__.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

2.10.2026 R1

Scott Archer
Parks and Recreation Director
sarcher@orcify.org

RE : PROPOSAL FOR PRE-DESIGN SERVICES FOR CITY OF OREGON CITY AQUATICS AND EOT PLANNING, OREGON CITY, OR

Dear Scott,

Scott Edwards Architecture, LLP (SEA) is pleased to provide this proposal for pre-design services for the City of Oregon City Aquatics and End of the Oregon Trail projects. We look forward to working with you towards the success of this project.

PROJECT SCOPE

The City of Oregon City, the Owner, has engaged Scott Edwards Architecture (SEA) and their team to provide design concepts for two separate projects in Oregon City with separate stakeholders. Services provided within this proposal include, architectural, landscape architecture, community engagement, aquatics, historic, archeological, land use, cost estimating and financial planning as described.

(See Exclusions to Scope of Service)

GENERAL PROJECT ASSUMPTIONS AND UNDERSTANDING

- 01** Refer to Exhibit 'B' – Project Description, Oregon City RFP for base understanding of scope and deliverables.
 - A** The information outlined in this scope, if different, will take precedent over Exhibit 'B'.
- 02** Refer to Exhibit 'C' – Project Workplan for the assumed timeline for both projects.
- 03** The Owner has provided a general list of stakeholders for both projects.
 - A** SEA has assumed the deliverables and engagement provided will allow the Owner time to review with stakeholders either separately or at the meetings assumed as a part of the cadence of the overall project.
- 04** The Owner has provided SEA with information including facility assessments.
 - A** The design team will use these assessments in their evaluations and assumes they are accurate.
- 05** We assume both projects are located / will be located within the City of Oregon City and all assumptions will be based on viable state and local codes and rules as can be determined based on the design teams experience and code understanding at the time of this scope, assumed March 2026-December 2026.
- 06** We understand the projects may or may not be realized in the future and any assumptions made will be based on the team's current understanding.

- 07** As a signatory of the AIA 2030 Commitment, SEA is committed to reducing the operational and embodied emissions of our projects as well as being mindful of sustainable goals and best practices throughout the project. As such, SEA will consider sustainable opportunities as allowed within the project budget and/or incentives as a part of the proposed scope.
- 08** This proposal is Exhibit A to the prime agreement with the City. Additional exhibits included are as follows:
- A** Exhibit 'B' – Project Description, Oregon City RFP
 - B** Exhibit 'C' – Project Workplan
 - C** Exhibit 'D' – Consultant Scopes and Fees
 - 1. Exhibit 'D1'- Engagement Scope and Fee
 - D** Exhibit 'E' – Project Fee Schedule
 - E** Exhibit 'F' – Electronic Document Release
 - 1. Electronic Document Release is provided for reference. Acceptance of this proposal is an acceptance of the terms outlined in the Electronic Document Release.

AQUATICS AND RECREATION CENTER ASSUMPTIONS AND UNDERSTANDING

- 09** There is an existing aquatics facility that the project team anticipates evaluating as a part of this process.
- A** SEA assumes existing drawings of the facility are available for the Design Team's use in program and design development.
 - B** SEA assumes a site plan of the existing facility exists and is accurate for the purposes of this scope.
 - C** We understand the City owns this land and property.
- 10** We understand there is no preferred site for the future aquatics and recreation center.
- A** The scope described below can be used to help inform site selection as described.
 - B** The design team assumes no site will be selected formally as a part of this process.
- 11** The Owner is interested in developing program and concept for 2 sizes of facility, one smaller and based on the current aquatic facility and one larger which would be a full recreation center.
- A** It is assumed both facilities would be new buildings and reuse/rehabilitation of the existing facility is not viable.
- 12** We understand the City will be both the Owner and operator of the new facility.

END OF THE OREGON TRAIL ASSUMPTIONS AND UNDERSTANDING

- 13** The project team anticipates evaluating the existing site and buildings facility as a part of this process as described in the scope.
- A** SEA assumes existing drawings of the buildings are available for the Design Team's use in program and design development.
 - B** SEA assumes a site plan of the existing facility exists and is accurate for the purposes of this scope.
 - C** We understand the City owns this land and property.
 - D** We understand there is an existing maintenance record which has been shared with the team. The team will lean on this as accurate and additional evaluation will be to review in greater detail or as a result of a specific component proposal.
- 14** We understand the Owner is interested in developing one preferred master plan for the site with unique projects that can be phased.
- 15** We understand the City is the Owner of the buildings and site and the End of the Oregon Trail is the operator.

SCOPE OF SERVICES

For a draft workplan, meeting assumptions and cadence, refer to Exhibit 'C' – Project Workplan. The deliverables provided below are based on information provided by the Owner to date. Exhibit 'D' provides information on consultant scope and fees. Major modifications to the workplan as outlined may require additional time/fee.

AQUATICS DELIVERABLES

01 PROJECT INITIATION AND BACKGROUND

- A** Scope includes site visit to existing facility.
- B** Scope includes precedent site visits to 2-3 facilities.

Deliverables: Project charter, Summary of Research, Project Workplan.

02 STAKEHOLDER AND COMMUNITY ENGAGEMENT

- A** Refer to Exhibit D1 for detail of assumed community engagement.

Deliverables: Ongoing stakeholder and community engagement.

03 COMMUNITY NEEDS AND MARKET ASSESSMENT

- A** Refer to Exhibit D for detail of assumed assessment.

Deliverables: Community needs assessment report, market and competitive analysis.

04 PROGRAM DEVELOPMENT AND SPATIAL PLANNING

- A** Assumes program development for (2) distinct programs, one small and one large.
 - 1. Initial programming assumes for up to (4) programs, (2) smaller and (2) larger.
- B** Assumes program will be used inform site selection and there is no site currently available.

Deliverables: 2 distinct program summaries, 2 space diagrams.

05 CONCEPT DESIGN DEVELOPMENT (SITE EVALUATION)

- A** Assumes evaluation of up to 3 sites as provided by the Owner.
 - 1. Evaluation of sites includes test fits only and each site is assumed to be evaluated based on the larger program.
 - 2. The smaller program will be evaluated if the larger program does not work.

Deliverables: Site viability and recommendations based on program.

06 CONCEPT DESIGN DEVELOPMENT

- A** Assumes continued development of 2 programs, small and large.
 - 1. Base assumption does not include excessive optioning for concept design development.
- B** Assumes up to (3) render views of each option.

Deliverables: Graphics plans, Massing, narratives as needed for pricing.

07 ROM COST ESTIMATES

- A** Assumes development of 2 estimates.

Deliverables: ROM cost reports for 2 options and alternates.

08 OPERATIONAL AND FINANCIAL PLAN

A Assumes development of operational plans for both options.

Deliverables: Draft operational plans and Financial Modeling Workbook.

09 FINAL CONCEPT AND REPORTING

A Assumes reporting for 2 options.

Deliverables: 2 preferred concept designs, 2 ROM estimates for preferred designs, project summary documents (all previous deliverables)

END OF THE OREGON TRAIL DELIVERABLES

01 PROJECT INITIATION AND BACKGROUND

A Scope includes site visit to existing facility.

B Scope includes site visit(s) to precedent facilities as is available.

Deliverables: Project charter, Summary of Research, Project Workplan.

02 STAKEHOLDER AND COMMUNITY ENGAGEMENT

A Refer to Exhibit D1 for detail of assumed community engagement.

Deliverables: Ongoing stakeholder and community engagement.

03 PROGRAM DEVELOPMENT AND SPATIAL PLANNING

A Assumes program development for (1) complete program for ideal site development.

i. Initial programming assumes for up to (2) programs.

B Assumes program will inform up to (1) master plan to be developed for phasing opportunities.

Deliverables: One program, one graphic master plan/spatial diagram.

04 CONCEPT DESIGN DEVELOPMENT

A Assumes development of master plan by breaking assumed projects into distinct phases.

1. Project assumes 3 phases.

B Assumes master plan renders of each phase.

Deliverables: Graphic master plan, phasing plans, narratives as needed for pricing.

05 ROM COST ESTIMATES

A Assumes development of 3 cost estimates, one for each phase.

Deliverables: ROM cost reports for 3 phases and alternates.

06 OPERATIONAL AND FINANCIAL PLAN

A Assumes development of operational plans for the master plan and phases as outlined.

Deliverables: Draft operational plan and Financial Modeling Workbook

07 FINAL CONCEPT AND REPORTING

A Assumes reporting for preferred master plan and phases as described.

Deliverables: Preferred master plan, phasing plans, ROM estimates as described, project summary documents (all previous deliverables)

EXCLUSIONS TO SCOPE OF SERVICE

Optional Services are available upon request.

- 01** Civil engineering.
- 02** Structural engineering.
- 03** Mechanical engineering.
- 04** Electrical engineering.
- 05** Plumbing engineering.
- 06** Low Voltage design and engineering: Communications, data, security, etc.
- 07** Technology Systems design and engineering: Building management systems, surveillance, etc.
- 08** Fire Suppression design.
- 09** Fire Alarm Design.
- 10** Acoustical design.
- 11** Interior design.
- 12** Lighting design.
- 13** Sustainability services not listed above.
- 14** Construction cost estimating.
- 15** Permit submissions with Authority having Jurisdiction (AHJ).
- 16** Land use research and services.
- 17** As-built of existing conditions (measured drawings).
- 18** Traffic impact study.
- 19** Geotechnical investigations (soils report).
- 20** Existing conditions survey.
- 21** Infiltration testing.
- 22** Environmental studies.
- 23** Hazardous material assessment and abatement.

FEES

We propose to provide the services outlined above on a Time and Materials basis with a not to exceed for a combined project total of **\$399,932** (including \$4,020 in estimated reimbursables). Refer to Exhibit 'E' for an estimate of combined fees.

STANDARD BILLING SCHEDULE (SEA)

Principal	\$240-260	per hour
Project Manager	\$155-210	per hour
Project Architect	\$155-210	per hour
Designer	\$105-155	per hour

REIMBURSABLE EXPENSES

Reprographics, including printing, plotting, etc., shipping, travel, long distance communication and fees paid on your behalf are billed at 1.10 times direct expense in addition to professional fees.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal shall be considered additional services and will be billed at the hourly rates listed above.

TERMS OF SERVICE

Except as described herein, our agreement will be as outlined in the Prime Contract provided by the Owner. We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If the contents of this proposal are acceptable to you, please sign below and return one copy to our office, authorizing work to begin.

Sincerely,



Jennifer Marsicek, Principal
Scott Edwards Architecture, LLP
2525 E. Burnside St, Portland, OR 97214

02/10/26
Date

Authorization to Proceed

Date

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.

2.10.2026 R1

Scott Archer
Parks and Recreation Director
sarcher@orc.org

RE : PROPOSAL FOR PRE-DESIGN SERVICES FOR CITY OF OREGON CITY AQUATICS AND EOT PLANNING, OREGON CITY, OR

Dear Scott,

Scott Edwards Architecture, LLP (SEA) is pleased to provide this proposal for pre-design services for the City of Oregon City Aquatics and End of the Oregon Trail projects. We look forward to working with you towards the success of this project.

PROJECT SCOPE

The City of Oregon City, the Owner, has engaged Scott Edwards Architecture (SEA) and their team to provide design concepts for two separate projects in Oregon City with separate stakeholders. Services provided within this proposal include, architectural, landscape architecture, community engagement, aquatics, historic, archeological, land use, cost estimating and financial planning as described.

(See Exclusions to Scope of Service)

GENERAL PROJECT ASSUMPTIONS AND UNDERSTANDING

- 01** Refer to Exhibit 'B' – Project Description, Oregon City RFP for base understanding of scope and deliverables.
 - A** The information outlined in this scope, if different, will take precedent over Exhibit 'B'.
- 02** Refer to Exhibit 'C' – Project Workplan for the assumed timeline for both projects.
- 03** The Owner has provided a general list of stakeholders for both projects.
 - A** SEA has assumed the deliverables and engagement provided will allow the Owner time to review with stakeholders either separately or at the meetings assumed as a part of the cadence of the overall project.
- 04** The Owner has provided SEA with information including facility assessments.
 - A** The design team will use these assessments in their evaluations and assumes they are accurate.
- 05** We assume both projects are located / will be located within the City of Oregon City and all assumptions will be based on viable state and local codes and rules as can be determined based on the design teams experience and code understanding at the time of this scope, assumed March 2026-December 2026.
- 06** We understand the projects may or may not be realized in the future and any assumptions made will be based on the team's current understanding.

- 07** As a signatory of the AIA 2030 Commitment, SEA is committed to reducing the operational and embodied emissions of our projects as well as being mindful of sustainable goals and best practices throughout the project. As such, SEA will consider sustainable opportunities as allowed within the project budget and/or incentives as a part of the proposed scope.
- 08** This proposal is Exhibit A to the prime agreement with the City. Additional exhibits included are as follows:
- A** Exhibit 'B' – Project Description, Oregon City RFP
 - B** Exhibit 'C' – Project Workplan
 - C** Exhibit 'D' – Consultant Scopes and Fees
 - 1. Exhibit 'D1'– Engagement Scope and Fee
 - D** Exhibit 'E' – Project Fee Schedule
 - E** Exhibit 'F' – Electronic Document Release
 - 1. Electronic Document Release is provided for reference. Acceptance of this proposal is an acceptance of the terms outlined in the Electronic Document Release.

AQUATICS AND RECREATION CENTER ASSUMPTIONS AND UNDERSTANDING

- 09** There is an existing aquatics facility that the project team anticipates evaluating as a part of this process.
- A** SEA assumes existing drawings of the facility are available for the Design Team's use in program and design development.
 - B** SEA assumes a site plan of the existing facility exists and is accurate for the purposes of this scope.
 - C** We understand the City owns this land and property.
- 10** We understand there is no preferred site for the future aquatics and recreation center.
- A** The scope described below can be used to help inform site selection as described.
 - B** The design team assumes no site will be selected formally as a part of this process.
- 11** The Owner is interested in developing program and concept for 2 sizes of facility, one smaller and based on the current aquatic facility and one larger which would be a full recreation center.
- A** It is assumed both facilities would be new buildings and reuse/rehabilitation of the existing facility is not viable.
- 12** We understand the City will be both the Owner and operator of the new facility.

END OF THE OREGON TRAIL ASSUMPTIONS AND UNDERSTANDING

- 13** The project team anticipates evaluating the existing site and buildings facility as a part of this process as described in the scope.
- A** SEA assumes existing drawings of the buildings are available for the Design Team's use in program and design development.
 - B** SEA assumes a site plan of the existing facility exists and is accurate for the purposes of this scope.
 - C** We understand the City owns this land and property.
 - D** We understand there is an existing maintenance record which has been shared with the team. The team will lean on this as accurate and additional evaluation will be to review in greater detail or as a result of a specific component proposal.
- 14** We understand the Owner is interested in developing one preferred master plan for the site with unique projects that can be phased.
- 15** We understand the City is the Owner of the buildings and site and the End of the Oregon Trail is the operator.

SCOPE OF SERVICES

For a draft workplan, meeting assumptions and cadence, refer to Exhibit 'C' – Project Workplan. The deliverables provided below are based on information provided by the Owner to date. Exhibit 'D' provides information on consultant scope and fees. Major modifications to the workplan as outlined may require additional time/fee.

AQUATICS DELIVERABLES

01 PROJECT INITIATION AND BACKGROUND

- A** Scope includes site visit to existing facility.
- B** Scope includes precedent site visits to 2-3 facilities.

Deliverables: Project charter, Summary of Research, Project Workplan.

02 STAKEHOLDER AND COMMUNITY ENGAGEMENT

- A** Refer to Exhibit D1 for detail of assumed community engagement.

Deliverables: Ongoing stakeholder and community engagement.

03 COMMUNITY NEEDS AND MARKET ASSESSMENT

- A** Refer to Exhibit D for detail of assumed assessment.

Deliverables: Community needs assessment report, market and competitive analysis.

04 PROGRAM DEVELOPMENT AND SPATIAL PLANNING

- A** Assumes program development for (2) distinct programs, one small and one large.
 - 1. Initial programming assumes for up to (4) programs, (2) smaller and (2) larger.
- B** Assumes program will be used inform site selection and there is no site currently available.

Deliverables: 2 distinct program summaries, 2 space diagrams.

05 CONCEPT DESIGN DEVELOPMENT (SITE EVALUATION)

- A** Assumes evaluation of up to 3 sites as provided by the Owner.
 - 1. Evaluation of sites includes test fits only and each site is assumed to be evaluated based on the larger program.
 - 2. The smaller program will be evaluated if the larger program does not work.

Deliverables: Site viability and recommendations based on program.

06 CONCEPT DESIGN DEVELOPMENT

- A** Assumes continued development of 2 programs, small and large.
 - 1. Base assumption does not include excessive optioning for concept design development.
- B** Assumes up to (3) render views of each option.

Deliverables: Graphics plans, Massing, narratives as needed for pricing.

07 ROM COST ESTIMATES

- A** Assumes development of 2 estimates.

Deliverables: ROM cost reports for 2 options and alternates.

08 OPERATIONAL AND FINANCIAL PLAN

A Assumes development of operational plans for both options.

Deliverables: Draft operational plans and Financial Modeling Workbook.

09 FINAL CONCEPT AND REPORTING

A Assumes reporting for 2 options.

Deliverables: 2 preferred concept designs, 2 ROM estimates for preferred designs, project summary documents (all previous deliverables)

END OF THE OREGON TRAIL DELIVERABLES

01 PROJECT INITIATION AND BACKGROUND

A Scope includes site visit to existing facility.

B Scope includes site visit(s) to precedent facilities as is available.

Deliverables: Project charter, Summary of Research, Project Workplan.

02 STAKEHOLDER AND COMMUNITY ENGAGEMENT

A Refer to Exhibit D1 for detail of assumed community engagement.

Deliverables: Ongoing stakeholder and community engagement.

03 PROGRAM DEVELOPMENT AND SPATIAL PLANNING

A Assumes program development for (1) complete program for ideal site development.

i. Initial programming assumes for up to (2) programs.

B Assumes program will inform up to (1) master plan to be developed for phasing opportunities.

Deliverables: One program, one graphic master plan/spatial diagram.

04 CONCEPT DESIGN DEVELOPMENT

A Assumes development of master plan by breaking assumed projects into distinct phases.

1. Project assumes 3 phases.

B Assumes master plan renders of each phase.

Deliverables: Graphic master plan, phasing plans, narratives as needed for pricing.

05 ROM COST ESTIMATES

A Assumes development of 3 cost estimates, one for each phase.

Deliverables: ROM cost reports for 3 phases and alternates.

06 OPERATIONAL AND FINANCIAL PLAN

A Assumes development of operational plans for the master plan and phases as outlined.

Deliverables: Draft operational plan and Financial Modeling Workbook

07 FINAL CONCEPT AND REPORTING

A Assumes reporting for preferred master plan and phases as described.

Deliverables: Preferred master plan, phasing plans, ROM estimates as described, project summary documents (all previous deliverables)

EXCLUSIONS TO SCOPE OF SERVICE

Optional Services are available upon request.

- 01** Civil engineering.
- 02** Structural engineering.
- 03** Mechanical engineering.
- 04** Electrical engineering.
- 05** Plumbing engineering.
- 06** Low Voltage design and engineering: Communications, data, security, etc.
- 07** Technology Systems design and engineering: Building management systems, surveillance, etc.
- 08** Fire Suppression design.
- 09** Fire Alarm Design.
- 10** Acoustical design.
- 11** Interior design.
- 12** Lighting design.
- 13** Sustainability services not listed above.
- 14** Construction cost estimating.
- 15** Permit submissions with Authority having Jurisdiction (AHJ).
- 16** Land use research and services.
- 17** As-built of existing conditions (measured drawings).
- 18** Traffic impact study.
- 19** Geotechnical investigations (soils report).
- 20** Existing conditions survey.
- 21** Infiltration testing.
- 22** Environmental studies.
- 23** Hazardous material assessment and abatement.

FEES

We propose to provide the services outlined above on a Time and Materials basis with a not to exceed for a combined project total of **\$399,932** (including \$4,020 in estimated reimbursables). Refer to Exhibit 'E' for an estimate of combined fees.

STANDARD BILLING SCHEDULE (SEA)

Principal	\$240-260	per hour
Project Manager	\$155-210	per hour
Project Architect	\$155-210	per hour
Designer	\$105-155	per hour

REIMBURSABLE EXPENSES

Reprographics, including printing, plotting, etc., shipping, travel, long distance communication and fees paid on your behalf are billed at 1.10 times direct expense in addition to professional fees.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal shall be considered additional services and will be billed at the hourly rates listed above.

TERMS OF SERVICE

Except as described herein, our agreement will be as outlined in the Prime Contract provided by the Owner. We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If the contents of this proposal are acceptable to you, please sign below and return one copy to our office, authorizing work to begin.

Sincerely,



Jennifer Marsicek, Principal
Scott Edwards Architecture, LLP
2525 E. Burnside St, Portland, OR 97214

02/10/26
Date

Authorization to Proceed

Date



**OREGON
CITY**

Parks and Recreation

REQUEST FOR PROPOSALS

13895 Fir Street | Oregon City OR 97045
Ph (971) 204-4601 / Fax (503) 908-1128

for

**Aquatics Center and End of the Oregon Trail
Conceptual Design and Planning Project**

**Proposals Due:
Wednesday, September 17, 2025
at 3:00 p.m.**

Issuance Date: August 5, 2025

LATE PROPOSALS WILL NOT BE ACCEPTED

TABLE OF CONTENTS

SECTION 1 – GENERAL INFORMATION	1
1.1 Advertisement	1
1.2 RFP Schedule	2
1.3 Submitting Proposals	2
1.4 Public Records	2
 SECTION 2 – SCOPE OF WORK	 4
2.1 General Project Overview and Purpose	4
2.2 Resources	9
2.3 Project Funding	9
2.4 Project Schedule	9
2.5 Scope of Professional Services and Responsibility	9
Task A – Project Management	10
Task B – Stakeholder Involvement and Community Engagement	11
Task C – Program Development and Spatial Planning	12
Task E – Design Services	12
Task F – Operational & Financial Planning	12
Task G – Reporting and Presentations	12
2.6 City’s Responsibility	13
 SECTION 3 – PROPOSAL FORMAT, EVALUATION, AND SELECTION	 14
3.1 Proposal Format	14
3.2 Evaluation Criteria	14
3.3 Content of Proposal	15
3.3.1 Proposer Qualifications Checklist	15
3.3.2 Introductory Letter	15
3.3.3 Key Personnel Qualifications	15
3.3.4 Project Understanding and Approach	16
3.3.5 Project Schedule	18
3.3.6 Preference Points	18
3.3.7 Detailed Consultant Scope and Fee Negotiations	18
3.4 Selection of Consultant	18
3.4.1 Selection Committee	18
3.4.2 Rejection or Acceptance of Proposals	19
3.4.3 Execution of Contract	19
3.4.4 Protest of Proposer Selection	19

SECTION 1 – GENERAL INFORMATION

1.1 Advertisement

The City of Oregon City (hereinafter referred to as "City"), through the Parks and Recreation Department, is requesting proposals from firms or teams of firms (hereinafter referred to as the "Consultant") that are interested in providing professional design and planning services to the City for the **Aquatics Center and End of the Oregon Trail Conceptual Design and Planning Project** (hereinafter referred to as the "Project").

Proposals will be received until **3:00 p.m. local time on Wednesday, September 17, 2025**, at the Oregon City Engineering and Operations Complex, **13895 Fir Street, Second Floor**, Oregon City, Oregon 97045. Late proposals will not be considered. There will be no formal proposal opening.

Solicitation documents may be obtained from the City's online plan center free of charge at bids.orcity.org. To obtain the solicitation documents, create a new user account and register for the project. General information including the planholder list is available to the public without registering.

Solicitation documents are also available for review at the City of Oregon City, Engineering and Operations Complex, 13895 Fir Street, Oregon City, Oregon, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, except legal holidays.

Addenda, clarifications, and notices will be distributed through the City's online planholder system. Potential proposers are responsible for ensuring contact information is registered correctly and that email updates are being received and not being sent to spam folders. It is in the best interest of potential proposers to check the website periodically to ensure all updates are received. The City is not responsible for failure of proposers to receive notifications of changes or corrections made by the City and posted as stated above.

Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120(1). Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the Oregon City Municipal Code.

The City of Oregon City reserves the right to (1) reject any or all submittals not in compliance with public solicitation procedures if it is in the best interest of the public to do so; (2) postpone establishment of a final decision for a period not to exceed sixty (60) days from due date for consultant submittal; (3) waive informalities in the proposals; and (4) to select the consultant which appears to be in the best interest of the City.

This advertisement is authorized under the direction of Scott Archer, Parks and Recreation Director.

1.2 RFP Schedule

RFP Released	August 6, 2025
Questions Due	August 26, 2025
Proposal Due	September 17, 2025 @ 3 p.m.
Staff Review of Proposals 2025	September 17 – October 1,
Contract Negotiations	October 2 – October 28, 2025
Contract Award at City Commission	* November 5, 2025

1.3 Submitting Proposals

Written proposals in response to this RFP must include five (5) hard copies and one (1) electronic pdf copy provided on a thumb drive. Proposals are due no later than **3:00 p.m. local time on Wednesday, September 17, 2025**, and shall be delivered to **13895 Fir Street, Oregon City, OR 97045**. The proposal must be submitted in a sealed envelope, clearly marked as follows:

SEALED PROPOSAL – Due at 3:00 p.m. on Wednesday, September 17, 2025
Aquatics Center and End of the Oregon Trail Conceptual Design and Planning
Project Attention: Thomas Kissinger

The outside envelope/box must also include the name and address of the bidding firm.

Failure to clearly identify the Proposal in the subject line may cause misrouting of the Proposal and late delivery, resulting in disqualification.

Fax submissions or email copies will not be accepted. Proposals must be received by the date and time noted above. Submittals that are late, incomplete, or misdirected will be considered non-responsive, with no exceptions. The City of Oregon City relies on the City's computer system's clock to determine the correct time and is not responsible for any delays or difficulties experienced in the submittal of a Proposal. Please do not wait until the last minute to submit your proposal.

1.4 Public Records

Any material submitted by the proposer shall become the property of the City unless otherwise specified. During the evaluation of proposals and the selection of the Consultant, the proposals shall be confidential. After the selection process has been completed, the proposals shall be open to public inspection. Proposals should not contain any information which the proposers do not wish to become public. If it is necessary to submit confidential information in order to comply with the terms and conditions of this RFP, each page containing confidential information should be clearly marked "NOT FOR PUBLIC DISCLOSURE -CONFIDENTIAL TRADE SECRETS". The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and

claims arising out of any public records request for such information shall be at the proposer's expense.

SECTION 2 – SCOPE OF WORK

2.1 General Project Overview and Purpose

The City is seeking firms or teams of firms to provide conceptual design and operational planning services for two unique facilities in Oregon City. One component of this project will focus on conceptual design and operational planning of a future new community-owned Aquatics and Recreation Center to be located somewhere within the Oregon City area. This component of the project will develop conceptual level designs and cost estimates based upon extensive community and stakeholder engagement, as well as operational and financial models that will inform future funding opportunities for construction of this project. The other component of this project is conceptual level design and planning services for the End of the Oregon Trail historic site, including the End of the Oregon Trail Interpretive Center (collectively referred to as “EOT”). This site is owned by the City, but the interpretive center is operated on behalf of the City by a third-party non-profit partner. This site also serves as public parkland and is utilized by the City Parks and Recreation department as community event space. The existing interpretive center, which opened to the public in 1995, consists of multiple buildings that support a variety of uses. This component of the project will develop conceptual level designs and cost estimates based upon extensive community and stakeholder engagement. These designs and cost estimates will be used to inform future funding opportunities for construction of the preferred option. It is expected that both the Aquatics and Recreation Center and EOT components will occur concurrently. Firms may submit proposals for one or both components but must indicate which components they are proposing for in their cover letter. The City would prefer to contract with proposers who are interested in completing both components to increase operational efficiency and coordination between the project teams and stakeholders. General objectives of the project include:

- Deliver a comprehensive and coordinated design, financial, and operational package that will inform future conversations about funding options, project development, and planning.
- Provide robust community engagement throughout the project, targeting unique user groups of each facility and ensuring equitable participation in the process, particularly for marginalized communities.
- Utilize this process to build community support for each project and track levels of community participation throughout the project for reporting purposes.

Aquatics and Recreation Center

The City anticipates the Aquatics and Recreation Center project component will take approximately 52 weeks to complete. The Aquatics and Recreation Center project component shall include the following elements:

1. Project Initiation & Background Review (Weeks 1–6)

- Kickoff meeting with municipal staff and project team

- Review of relevant background reports, site analysis, demographic data, and community strategic plans
- Establish project management framework and engagement strategy

Deliverables:

- Project Charter
- Stakeholder Engagement Plan
- Summary of Background Research

2. Community Needs & Market Gap Assessment (Weeks 4–10)

- Data collection on current recreation/aquatic usage trends
- Comparative analysis of existing facilities regionally and nationally
- Identification of programming gaps and opportunities

Deliverables:

- Community Needs Assessment Report
- Market and Competitive Analysis

3. Stakeholder and Community Engagement (Ongoing: Weeks 4–45)

A continuous, structured engagement process including:

- Online surveys (3 rounds)
- Public open houses (3 events)
- Focus groups (youth, seniors, cultural groups, equity-deserving communities)
- Stakeholder interviews (clubs, schools, Indigenous leaders)
- Pop-up engagement booths at local events
- Digital comment/idea board and Q&A platform

Deliverables:

- Stakeholder Interview Summaries
- Community Engagement Summary Reports after each major round

4. Program Development & Spatial Planning (Weeks 11–20)

- Define programmatic needs (aquatics, recreation, wellness, multipurpose spaces)
- Develop spatial relationships and test-fit diagrams
- Align program with demographic needs, budget parameters, and operational goals

Deliverables:

- Program & Space Needs Report
- Preliminary Block Diagrams and Space Allocations

5. Conceptual Design Development (Weeks 21–32)

- Create 2–3 conceptual design options including site plans, massing, circulation, and public realm integration

- Incorporate accessibility, climate resilience, and sustainability targets (e.g., LEED Certified)
- Conduct internal and external design reviews
- Develop minimum property size recommendations and a list of potential siting areas, with specific property recommendations.

Deliverables:

- Concept Design Package (plans, massing models, visual renderings)
- Comparative Evaluation Matrix of Options
- Property Evaluation with recommendations for siting the new facility

6. Rough Order of Magnitude (ROM) Cost Estimation (Weeks 33–36)

- Prepare ROM estimates for all concept options using unit costs and benchmarks
- Detailed ROM estimate for the preferred concept, including:
 - Site development costs
 - Building construction costs
 - Fixtures, Furniture & Equipment (FF&E)
 - Soft costs and contingencies

Deliverables:

- ROM Cost Estimate Report
- Value Engineering Options Summary

7. Operational & Financial Planning (Weeks 33–42)

- Develop an operational business plan including:
 - Governance model options
 - Staffing and programming strategy
 - Financial model (revenue, operating costs, subsidies)
 - Maintenance, lifecycle, and sustainability planning
- Test financial sustainability under multiple use scenarios

Deliverables:

- Draft Operational Plan
- Financial Modeling Workbook
- Revenue and Programming Strategy

8. Final Concept & Reporting (Weeks 43–52)

- Select and refine preferred concept design based on public and stakeholder input
- Present to municipal staff, Parks and Recreation Advisory Committee, and City Commission
- Prepare final public engagement and project summary documents
- Deliver final report to City staff

Deliverables:

- Final Preferred Concept Design
- Final ROM Cost Estimate

- Final Operational Plan
- Community Engagement Summary (Final Round)
- Public-Facing Project Summary (print + digital formats)
- Presentation Decks and Executive Summary Report

End of the Oregon Trail Historic Site

The City anticipates the EOT project component will take approximately 45 weeks to complete. The EOT project component shall include the following elements:

1. Project Initiation & Background Review (Weeks 1–6)

- Kickoff meeting with municipal staff and project team
- Review of relevant background reports, site analysis, demographic data, and community strategic plans
- Establish project management framework and engagement strategy

Deliverables:

- Project Charter
- Stakeholder Engagement Plan
- Summary of Background Research

2. Stakeholder and Community Engagement (Ongoing: Weeks 4–33)

A continuous, structured engagement process including:

- Online surveys (3 rounds)
- Public open houses (3 events)
- Focus groups (youth, seniors, cultural groups, equity-deserving communities)
- Stakeholder interviews (clubs, schools, Indigenous leaders)
- Pop-up engagement booths at local events
- Digital comment/idea board and Q&A platform

Deliverables:

- Stakeholder Interview Summaries
- Community Engagement Summary Reports after each major round

4. Program Development & Spatial Planning (Weeks 11–20)

- Define programmatic needs (interpretive space, community events, store and offices, multipurpose spaces)
- Develop spatial relationships and test-fit diagrams
- Align program with demographic needs, budget parameters, and operational goals

Deliverables:

- Program & Space Needs Report
- Preliminary Block Diagrams and Space Allocations

5. Conceptual Design Development (Weeks 21–32)

- Create 2–3 conceptual design options including site plans, massing, circulation, and public realm integration
- Incorporate accessibility, climate resilience, and sustainability targets (e.g., LEED Certified)
- Conduct internal and external design reviews

Deliverables:

- Concept Design Package (plans, massing models, visual renderings)
- Comparative Evaluation Matrix of Options

6. Rough Order of Magnitude (ROM) Cost Estimation (Weeks 33–36)

- Prepare ROM estimates for all concept options using unit costs and benchmarks
- Detailed ROM estimate for the preferred concept, including:
 - Site development costs
 - Building construction costs
 - Fixtures, Furniture & Equipment (FF&E)
 - Soft costs and contingencies

Deliverables:

- ROM Cost Estimate Report
- Value Engineering Options Summary

7. Operational & Financial Planning (Weeks 33–42)

- Develop an operational business plan including:
 - Staffing and programming strategy, with input from non-profit staff
 - Financial model (revenue, operating costs, subsidies)
 - Maintenance, lifecycle, and sustainability planning
- Test financial sustainability under multiple use scenarios

Deliverables:

- Draft Operational Plan
- Financial Modeling Workbook
- Revenue and Programming Strategy

8. Final Concept & Reporting (Weeks 36–45)

- Select and refine preferred concept design based on public and stakeholder input
- Present to municipal staff, Parks and Recreation Advisory Committee, and City Commission
- Prepare final public engagement and project summary documents
- Deliver final report to City staff

Deliverables:

- Final Preferred Concept Design
- Final ROM Cost Estimate
- Final Operational Plan
- Community Engagement Summary (Final Round)
- Public-Facing Project Summary (print + digital formats)

- Presentation Decks and Executive Summary Report

2.2 Resources

The following list includes existing plans, reports, documents, standards, drawings, and information that will clarify the project:

- a. Design Standards / Drawings
<https://www.oregoncity.org/907/Design-Standards-Drawings>
- b. Adopted Plans
Facilities Master Plan (See attachment)
Parks and Recreation Master Plan (See attachment)
- c. Oregon City OCWebMaps geographical information system (GIS) data <https://maps.oregoncity.org/Html5Viewer/index.html?viewer=OCWebMaps.OCWebMaps>

2.3 Project Funding

The project has the following funding sources budgeted for design and engineering, as noted below:

Fiscal Year 2025	\$100,000.00
<u>Fiscal Year 2026</u>	<u>\$200,000.00</u>
Total	\$300,000.00

2.4 Project Schedule

See proposed project schedule and timing in section 2.1

* These dates are approximate and subject to change.

2.5 Scope of Professional Services and Responsibility

Consultant shall provide adequate personnel and resources to accomplish the objectives of this Project. Consultant shall provide a wide range of responsible and responsive professional services including, but not limited to, project management, architectural design and spatial planning, site acquisition planning, public outreach, programming planning, cost estimating, financial and operational planning, and landscape architecture. Consultant is expected to provide a highly qualified and experienced team and be able to deliver satisfactory products and services on schedule and budget.

Essential tasks are listed in the following sections and shall be included at a minimum in the proposer's Project Schedule. Consultant is highly encouraged to propose changes or additions to the scope of work as identified below if the Consultant believes that these changes will provide added benefit to the Project.

Task A – Project Management

Consultant's Project Manager shall oversee their team, including all subconsultants necessary to complete the Project. Consultant shall manage and coordinate all components of the Project and take a proactive role in keeping all tasks on budget and ensure timely completion of the Project. The project

manager shall provide excellent communication with the City and shall identify their approach to project communication in their proposal under Project Approach and Understanding.

Consultant shall ensure full coordination with City staff and be responsive to any email and telephone discussions, in addition to the minimum meetings as listed under various tasks in the scope of work. Consultant shall be in contact with the City frequently enough to ensure a timely City review of deliverables. Consultant is expected to work with all stakeholders in a responsible manner. Consultant shall perform all, but not limited to, the following project management sub-tasks:

A-1 Kickoff Meeting

Consultant shall organize a kickoff meeting with City staff, to achieve the following:

- Define project goals and objectives.
- Review project scope and management approach.
- Identify roles and responsibilities of key project staff.
- Review project schedule and deliverables.
- Identification of key stakeholders
- Identify and discuss critical path items.

A-2 Administration

Provide exceptional performance in project leadership, schedule management, tracking project budget and expenditures, quality control and assurance, maintaining accurate recordkeeping and follow-up on all action items. Deliver the entire project within the prescribed budget and on schedule. Any possible modifications of the scope shall be identified in early stages such that action plans can be developed to avoid or minimize impacts to the budget and/or schedule.

Attend meetings and prepare all project-related agendas and meeting minutes. Note: the City may record any meeting(s).

A-3 Monthly Reports and Invoices

Consultant shall submit a Monthly Report that includes the following:

- Monthly invoice, which clearly identifies the work accomplished.
- Summary of the work accomplished to date including a statement on the overall project budget. The detailed cost summary shall be detailed out by task and sub-task, including % of task complete, \$ value this month and to date, and the % and \$ value of the total project completed.
- A description of any unanticipated events and how issues are being resolved. This shall include any adjustments to the schedule for the project as well as project costs.
- A summary of the Public Outreach Work and Communications completed that month.

Task B – Stakeholder Involvement and Community Engagement

This project is one that Oregon City citizens have shown a considerable amount of interest in and that will impact many citizens, property owners, business owners, employees, and visitors within the area. There are also many property owners and user groups who may be impacted by the final design and construction. Consultant shall lead the City in all aspects of stakeholder involvement and public outreach.

B-1 Outreach Plan

Consultant shall prepare an outreach plan that guides the stakeholder involvement and public outreach during the Project. This shall include methods of outreach, messaging, and timing of outreach throughout the project. As part of the Outreach Plan, the Consultant shall inform the City on how best to reach out to and engage the following diverse groups impacted during the project: property owners, business owners, employees, citizens in adjacent neighborhoods, and people traveling within the area. Other stakeholders may be identified in addition to these. The City currently has many active groups with which information could be shared - some examples include: Parks and Recreation Advisory Committee (PRAC), Citizen Involvement Committee (CIC), Neighborhood Associations, Chamber of Commerce, and user groups. There are various ways to share information such as the project webpage with an interested parties email subscription option, social media pages, quarterly City Trail News, Next Door postings, utility billing inserts, and use of various City email subscription lists.

The Outreach Plan shall include creation of a Master Stakeholder List that includes all relevant interest groups and includes all pertinent information.

Task C – Program Development and Spatial Planning

Consultant will be responsible for defining programmatic needs for each facility and leading spatial planning services that will inform the conceptual designs. Space allocations should be aligned with operational goals, budget parameters, and needs that are identified during the data collection phase.

Task E – Design Services

Consultant shall provide deliverables, including 2-3 conceptual design options for each facility that incorporate the Project elements detailed in Section 2.1, General Project Overview and Purpose, and all necessary documents to provide a complete project. Design submittal packages shall include a rough order of measure (ROM) cost estimation for all concept options. Using community input, refine the conceptual designs into a preferred option that includes a detailed ROM estimate. This ROM cost estimate should include at a minimum:

- Site development costs
- Building construction costs
- Fixtures, Furniture and equipment (FF&E) costs
- Soft costs and contingencies
- Value engineering options summary

Task F – Operational & Financial Planning

Consultant shall lead all work related to operational and financial planning for the Aquatics and Recreation Center and End of the Oregon Trail, including governance model options (Aquatic and Recreation Center only); staffing and programming strategies; financial models that identify potential revenues, operating costs, and subsidies; and maintenance, lifecycle, and sustainability planning. Consultant should test financial sustainability under a variety of use scenarios to more accurately predict true costs of operating the facility. Consultant shall develop a financial modeling workbook to be provided to City staff for future updates and modeling purposes after the project has ended.

Task G – Reporting and Presentations

Consultant shall coordinate and lead all aspects of final reporting and presentations to a variety of stakeholders, including the public, elected officials, and City staff. The final report should consist of the following elements at a minimum:

- Final preferred concept design for each facility
- Final ROM cost estimate for each facility
- Final operational plan for each facility
- Community engagement summary for each facility
- Public-facing project summary for each facility, in both print and digital formats
- Presentation decks and executive summary reports for each facility

2.6 City's Responsibility

The City will perform the following tasks:

1. Provide a Project Manager responsible for the overall project management and coordination between the Consultant and the City, and with any of the City's other service providers.
2. Provide legal review of all contract documents.
3. Make available City policies, regulations, guidelines, and records such as as-built information and geographically referenced GIS maps, as available.
4. Assemble and transfer all required information and data, both hard copy and electronic, at no charge to the Consultant.
5. Coordinate communication among City staff and provide unified guidance/direction to the Consultant.
6. Coordinate staff review. Staff review time for the conceptual design deliverables will be three (3) weeks at each milestone.
7. Ensure that City staff members provide timely responses to questions and are available for any meetings requested by the Consultant. Meetings between City staff and the Consultant shall take place at the Oregon City Engineering and Operations Building, 13895 Fir Street, Oregon City, OR 97045.
8. Review reports, plans, and cost estimates.
9. Review and process Consultant's monthly payment requests.
10. Negotiate any contract amendments, as needed.

11. Provide the City's standard construction specifications and land use planning codes.
12. Publicly advertise the community engagement events and resources.
13. Perform other tasks as negotiated.

SECTION 3 – PROPOSAL FORMAT, EVALUATION, AND SELECTION

3.1 Proposal Format

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of the content.

The City, at its sole discretion, has the right to negotiate with any or all proposers regarding their proposals. Additionally, the City may reject or accept any or all proposals or parts thereof, submitted in response to this RFP.

The City recognizes that in the submittal of proposals, certain information is proprietary to the proposer and that the safeguarding of this information is necessary. Accordingly, the City will make every effort to prevent any disclosure of data supplied by any proposer where the proposer identifies those portions of its proposal that are proprietary. See Section 1.4, Public Records.

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

3.2 Evaluation Criteria

All proposals shall include the information identified in the following table and be presented in the order as indicated. The total number of pages for the proposal shall not exceed 10 pages, not including the project schedule. The evaluation criteria and maximum possible points are noted for each item of information. An explanation of each item appears immediately in the following sub-sections.

CONTENT AND EVALUATION CRITERIA	MAXIMUM SCORE	MAXIMUM PAGES
1. Proposer Qualifications Checklist*	Pass/Fail	N/A
2. Introductory Letter	10	1
3. Key Personnel Qualifications	35	3
4. Project Understanding and Approach	35	6
5. Project Schedule*	10	N/A
6. Preference Points - Proposal covers both project components	10	N/A
Total Points	100	10

*The front cover, proposer qualification checklist and project schedule are not counted in the page limit requirements. Each page shall be 8-1/2" x 11", unless otherwise noted. When using double-sided printing on 8-1/2" x 11" pages, each side of the page is counted as one page. The Project Schedule shall be one

piece of paper 11" X 17", double sided if needed.

3.3 Content of Proposal

All proposals shall include information identified below and be presented in the order as indicated. An explanation of each item appears immediately in the following sub-sections.

3.3.1 Proposer Qualifications Checklist

Provide a completed Proposer Qualifications Checklist in your proposal. See Attachment B for form. Attach an additional sheet if necessary.

3.3.2 Introductory Letter

[Maximum 1 Pages – 10 Points]

The introductory letter shall include, but need not be limited to, the following information:

- Provide the following information for the project manager for the project and for the officer(s) authorized to represent the Consultant in any correspondence, negotiations, and signing of any contracts: name of the firm, signature, printed name, title, email, and telephone number.
- Provide a statement that the proposal is valid for ninety (90) days after the submission deadline.
- Brief statement indicating whether the proposal is for the Aquatics and Recreation Center component, the End of the Oregon Trail component, or both components.
- Brief statement of the proposer's understanding of the project and services to be performed.
- Brief statement that the cost to complete the RFP is at the proposer's expense.
- Brief statement on the proposer's opinion of the project scope of work compared to the funding available.
- Brief statement on the proposer's opinion of the proposed schedule for the project.
- Positive commitment to perform the requested services within the time period specified, including completing the project within the timeline in this RFP.
- Statement that the proposer accepts the terms and conditions contained in Attachment A City of Oregon Personal Services Agreement and Standard General Conditions, or identification of items of concern.

3.3.3 Key Personnel Qualifications

[Maximum 3 Pages - 35 Points]

Provide a statement that portrays how the qualifications and experience of the Consultant's and subconsultant's key personnel relate to the described work. The City expects commitment and prefers no reshuffling of personnel during the Project. The response should address the following:

- Project Principal: Provide a resume outlining the experience and qualifications relevant to the Project, of the person who would be directly responsible for oversight of the project. Identify any applicable registrations. Indicate the number, size and type of other projects that will be managed by this person during the time they will be managing this Project. Describe the project principal's approach to communicating with the City and leading a project of this size. Describe their ability to establish and maintain functional and productive working relationships, both with the client and key personnel working under them.
- Project Manager: Provide a resume outlining the experience and qualifications, relevant to the Project, of the person who would be directly responsible for the Project on a day-to-day basis. Identify any applicable registrations. Indicate the number, size, and type of other projects that will be managed by this person during the time they would be managing this Project. Describe the project manager's approach to communicating with the City and leading a project of this size. Describe their ability to establish and maintain functional and productive working relationships, both with the client and key personnel working under them.

Provide details of three other similar projects that this project manager has recently successfully managed. Please include the following information for these projects: agency name; agency contact name, title, email and phone number; project name and project costs for both design and construction.

- Key Personnel: This shall include the technical leads (public outreach, architecture, landscape architecture, etc.) as well as other key staff and/or subconsultants working on the Project. Provide a brief resume outlining experience of key personnel who would support and contribute to the Project until its completion. The summary shall include each team member's name, company name, area of responsibility, expertise, experience, registrations and qualifications for this work, as well as experience in similar type projects.

3.3.4 Project Understanding and Approach

[Maximum 6 Pages - 45 points]

- Project Understanding: Consultant shall include a summary of their understanding of the Project.
- Project Approach: Consultant shall provide responses to the following items to show their project approach:
 - Describe the approach and methodology of managing work tasks and coordination, sequence, and control of field and office operations to accomplish the work in a timely manner.
 - Indicate how the Consultant ensures internal project progress, quality control, and adherence to the schedule and budget.
 - The project manager shall provide excellent communication in all

aspects of the Project. Please identify your approach to project communication and coordination during all phases and aspects of the project.

- A step-by-step detailed description as to how the Proposer would approach the Project in order to minimize Project costs, provide services in a timely manner, and ensure Project quality.
 - An outline of the elements of the services to be performed in the stages and a schedule for the performance of the service elements.
 - A description of how the Proposer will meet Project objectives within the schedule.
 - A description of how the Proposer's Project Team members will interact effectively with each other, and with all other Project participants including contractors.
- Scope of Work, Schedule and Budget: Include any additional response necessary to provide a complete response to the brief statements included in the Introductory Letter related to the proposer's opinion of the project scope of work compared to the funding available, and the proposer's opinion of the proposed schedule.
 - Based on Section 2.5, Scope of Professional Services and Responsibility, identify and provide details on any recommended additions or changes you would propose to the scope of work in order to provide a complete and successful project. These items should also appear in your project schedule.
 - Based on Section 2.3, Project Funding, identify and provide any additional feedback based on your understanding of the scope of work desired by the City and the funding available.
 - Project Priorities: City staff have identified the following priorities for the project, provide details on how you will address these critical items:
 - Strong Project Management, including excellent communication.
 - Robust Stakeholder Involvement and Public Outreach, with all stakeholders and during all phases of the project.
 - Coordination with Elected Officials and City Staff to ensure City goals are fully outlined and accounted for in the final report.

From a public perspective, key components to make the project successful will include extensive and coordinated public outreach. Provide a summary of your proposed team's success in this area with similar type projects.

From a Consultant perspective, what are the biggest challenges you see for the project and how will you address them?

3.3.5 Project Schedule

[No Maximum Pages - 10 points]

Prepare a schedule for the Project, from consultant notice to proceed through to construction completion. The project schedule shall present a detailed work plan that describes how the Consultant will organize and conduct the Project by tasks,

and shall include, but not be limited to, the content described in Section 2, Scope of Work.

If the Project can or cannot be completed in the timeframe noted under Section 2.4 Project Schedule, please show this in your schedule. The schedule should include targeted beginning and completion dates of each task.

The City anticipates awarding the design contract at the City Commission meeting on November 5, 2025. The project schedule included in the response to this RFP shall reflect this start date.

3.3.6 Preference Points

[No Maximum Pages – 10 Points]

To increase operational efficiency and improve project management, the City would prefer to contract with one proposer who can perform both components of the project. The City understands that each project component may require specialized teams with industry-specific knowledge and expertise. Preference points will be awarded to proposers who indicate interest in completing both project components. Proposers who indicate interest in completing both project components must describe in detail how they will effectively manage both project components concurrently and their intended staffing structures for each component, as outlined herein.

3.3.7 Detailed Consultant Scope and Fee Negotiations

Proposers shall **NOT** indicate the cost or fees for this project. Consultant selection will be based on qualifications per Oregon Administrative Rules (OAR) Division 48.

3.4 Selection of Consultant

3.4.1 Selection Committee

The City's Selection Committee, anticipated to include the Parks and Recreation Director, Parks and Recreation Deputy Director, Assistant City Manager, Aquatics and Recreation Manager, and a representative from End of the Oregon Trail Interpretive Center, who will review and recommend to the City Manager that the contract award be made to the proposer that is in the Committee's opinion, best qualified. At this time, it is not anticipated that consultant interviews will occur prior to the final selection of a consultant. In the event that a decision cannot be made based on the information submitted, the City may opt to conduct consultant interviews.

3.4.2 Rejection or Acceptance of Proposals

The City expressly reserves the following rights to:

- a. Disregard any or all irregularities in the proposals.
- b. Reject any or all of the proposals or portions thereof.

- c. Base award with due regard to quality of services, experience, compliance with the RFP, and other factors as may be necessary under such circumstances.
- d. Reject all proposals and re-advertise at the City's sole discretion.

3.4.3 Execution of Contract

The total cost for the Consultant services contract will require approval by City Commission. It is anticipated that the Consultant contract award will occur at the November 5, 2025, City Commission meeting. In order for this to occur, the scope of work and fees will need to be finalized by October 27, 2025. In the event the scope of work is not ready by that time, the Consultant contract award would occur at the November 19, 2025, meeting. The contract should be signed by the Consultant within one (1) week of City Commission award of the contract.

3.4.4 Protest of Proposer Selection

The City will post a Notice of Intent to Award through the City Bid Management System page at <https://bids.oregoncity.org>. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the City no later than seven (7) calendar days after the date the Intent to Award is issued. The City will address all timely submitted award protests that are in accordance with OAR 137-048-0240(2).

Protests shall be in writing and physically received by the City no later than 2:00 p.m. on the seventh (7th) calendar day after the date of issuance of the Intent to Award Letter.

Address protests to:

PROTEST OF AWARD OF RFP FOR Conceptual Design and Operational Planning Services

Attention: Thomas Kissinger
City of Oregon City
13895 Fir Street
Oregon City, OR 97045

Protests not filed within the time specified above, or which fail to meet the requirements of OAR 137-048-0240(2), shall be rejected.

Attachments:

- A. City of Oregon City Personal Services Agreement and Standard General Conditions
- B. Proposer Qualifications Checklist
- C. Facilities Master Plan
- D. Parks and Recreation Master Plan

Exhibit 'C' R1 25127_Combined Workplan

Task Name	Duration	Start	Finish	Project Notes	Attendees/ Responsible	Q4			Q1			Q2			Q3			Q4		
						Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1																				
2	PROPOSALS	60d	12/01/25	02/20/26																
3	SJEA Proposal	45d	12/01/25	01/30/26																
4	Consultants (C401)	15d	02/02/26	02/20/26																
5	AIA Contract																			
6	STAKEHOLDER & COMMUNITY ENGAGEMENT (JLA)	172d	03/27/26	11/24/26																
7	Project Engagement Plan	0	03/27/26	03/27/26																
8	Aquatics	166d	04/07/26	11/24/26																
9	Engagement Sessions 1	56d	04/07/26	06/23/26																
14	Engagement Sessions 2	30d	07/20/26	08/28/26																
15	Final Engagement Deliverables and Summary	0	11/24/26	11/24/26																
16	EOT	143d	04/15/26	10/30/26																
17	Engagement Sessions 1	50d	04/15/26	06/23/26																
22	Final Engagement Deliverables and Summary	0	10/30/26	10/30/26																
23	REQUESTED INFORMATION (by Owner)	6d	03/06/26	03/16/26																
24	Aquatics	0	03/06/26	03/06/26																
25	Survey(s)	0	03/06/26	03/06/26	For any existing sites (EOT/Aquatic)															
26	Stakeholder Confirmation	0	03/06/26	03/06/26																
27	Existing Drawings	0	03/06/26	03/06/26																
28	EOT	0	03/16/26	03/16/26																
29	Stakeholder Confirmation	0	03/16/26	03/16/26																
30	Existing Drawings	0	03/16/26	03/16/26																
31	PROGRESS MEETINGS	204d	03/04/26	12/15/26																
32	Kick off Meeting and preliminary workplan	0	03/04/26	03/04/26	Introductions, stakeholders, communication plan, initial deliverables and workplan	Councilman-Hunsaker JLA KJF Lango Hansen Oregon City SEA														
33	Kick off Meeting and preliminary workplan	0	03/11/26	03/11/26	Introductions, stakeholders, communication plan, initial deliverables and workplan	ECONw HRA JLA KJF Lango Hansen Oregon City SEA														
34	Refined Workplan and Engagement Review, Relevant Project Findings	0	03/30/26	03/30/26	Owner review and approval	Councilman-Hunsaker JLA Oregon City SEA														
35	Refined Workplan and Engagement Review, Relevant Project Findings	0	04/07/26	04/07/26	Owner review and approval	HRA JLA Oregon City SEA														
36	Program Review	0	04/30/26	04/30/26	Owner Review and Input	HRA Oregon City SEA														
37	Community Needs and Assessment Findings	0	05/11/26	05/11/26	Owner review and input	Councilman-Hunsaker Oregon City SEA														
38	Program and Space/Site Plan Review	1d	05/19/26	05/19/26	Owner Input and Review	HRA Oregon City SEA														
39	Program Review	0	05/26/26	05/26/26	Owner Review and Input	Councilman-Hunsaker Oregon City SEA														
40	Engagement Preparation	0	06/02/26	06/02/26	Combined Meeting - Team coordination on Engagement Session	Councilman-Hunsaker JLA Oregon City SEA														
41	Engagement Preparation	0	06/02/26	06/02/26	Combined Meeting - Team coordination on Engagement Session	JLA Oregon City SEA														
42	Initial space plan/Site Analysis Confirmation	0	06/25/26	06/25/26	Determination of sites for further analysis	Oregon City SEA														

Task Name	Duration	Start	Finish	Project Notes	Attendees/ Responsible	Q4			Q1			Q2			Q3			Q4		
						Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
43 Confirmation of next steps	0	06/26/26	06/26/26	Holistic gut check - recommend following first engagement and initial test fits - combine with EOT	Oregon City SEA															
44 Confirmation of next steps	0	06/26/26	06/26/26	Holistic gut check - recommend following first engagement and program development - combine with aquatic	Oregon City SEA															
45 Program/Space Plan Confirmation	0	07/14/26	07/14/26	Program and Space Plan final input and massing initial input	Councilman-Hunsaker Oregon City SEA															
46 Program/Space Plan Confirmation, Concept phasing, design and discuss any phase buckets and opportunities	0	07/21/26	07/21/26	Program and Space Plan final input/approval and massing initial input, initial phasing input (assume 3 phases)	HRA Lango Hansen Oregon City SEA															
47 Concept layouts/initial massing	0	07/28/26	07/28/26	Owner Review and Input	Councilman-Hunsaker Oregon City SEA															
48 Concept development check in	0	08/14/26	08/14/26	Owner Review ahead of Pricing	Lango Hansen Oregon City SEA															
49 Engagement Preparation	0	08/18/26	08/18/26	Combined Meeting - Team coordination on Engagement Session	Councilman-Hunsaker Oregon City SEA															
50 Concept development check in	0	08/20/26	08/20/26	Owner Review ahead of Pricing	Councilman-Hunsaker Oregon City SEA															
51 Initial Estimate Review	0	09/15/26	09/15/26	Pricing review and input/ verify alternates	KJF Oregon City SEA															
52 Initial Estimate Review	0	09/22/26	09/22/26	Pricing review and input/ verify alternates	Councilman-Hunsaker KJF Oregon City SEA															
53 Operational Review	0	10/02/26	10/02/26	Validate Operation	ECOnw Oregon City SEA															
54 Operational review	0	10/13/26	10/13/26	Validate Operation	Councilman-Hunsaker Oregon City SEA															
55 Holistic Material review for final report and final deliverables check in	0	10/16/26	10/16/26	Assumes 1 master plan and phasing - combine with Aquatic	Oregon City SEA															
56 Holistic Material review for final report and final deliverables check in	0	11/03/26	11/03/26	Assumes 1 option as base proposal - combine with EOT	Oregon City SEA															
57 Final Deliverable Confirmation and Feedback	0	11/13/26	11/13/26		Oregon City SEA															
58 Final Deliverable Confirmation and Feedback	0	12/15/26	12/15/26		Oregon City SEA															
59 PRE-DESIGN WORKPLAN (AQUATIC)	219d	03/02/26	12/31/26																	
60 Project Initiation and Background	26d	03/02/26	04/06/26																	
61 Project Kick Off	1d	03/02/26	03/02/26	Establish stakeholders and communication plan																
62 Review Owner Information	15d	03/09/26	03/27/26		Councilman-Hunsaker Lango Hansen SEA															
63 Precedent Site Tours/building tour	0	03/12/26	03/12/26		Councilman-Hunsaker Oregon City SEA															
64 Evaluation of current Aquatic Facility	15d	03/09/26	03/27/26		Councilman-Hunsaker SEA															
65 Project Workplan	15d	03/09/26	03/27/26		JLA SEA															
66 Coordinate deliverables with stakeholder engagement	10d	03/09/26	03/20/26																	
67 Detailed workplan	5d	03/23/26	03/27/26																	
68 Deliverables	5d	03/31/26	04/06/26	Project Charter, Summary of Research, workplan updates	Councilman-Hunsaker JLA SEA															
69 Community Needs & Market Assessment	29d	03/31/26	05/08/26																	
70 Data Collection and Analysis	15d	03/31/26	04/20/26		Councilman-Hunsaker															
71 Programming Gaps and Opportunities	19d	04/14/26	05/08/26		Councilman-Hunsaker															
72 Deliverables	0	05/08/26	05/08/26	Community Needs assessment report, Market and Competitive Analysis	Councilman-Hunsaker															
73 Program Development & Spatial Planning	57d	05/11/26	07/28/26																	

Task Name	Duration	Start	Finish	Project Notes	Attendees/ Responsible	Q4			Q1			Q2			Q3			Q4		
						Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
74 Initial Program Development	10d	05/11/26	05/22/26	Up to 2 options - use for influence on community engagement	Councilman-Hunsaker SEA															
75 Initial spaces plans (refined areas)	10d	05/27/26	06/09/26	Up to 2 options, includes thoughts on site size required	Councilman-Hunsaker SEA															
76 Program overhaul and rethink				Only if required - will add time/fee																
77 Final Program (including areas) and space plans	10d	06/29/26	07/10/26	Two unique programs (sml and large), Two space plans with optimal relationships and flow, confirmed required site area	Councilman-Hunsaker SEA															
78 Deliverables	0	07/28/26	07/28/26	2 Program summaries, 2 Space diagrams	Councilman-Hunsaker SEA															
79 Concept Design Development (Site Evaluation)	48d	06/10/26	08/14/26																	
80 Confirmation of Further Site Exploration	13d	06/10/26	06/26/26																	
81 Initial test fits on sites based on Program and Space planning	10d	06/10/26	06/23/26	Up to 3 sites	Councilman-Hunsaker Lango Hansen SEA															
82 Desired Program Modifications				Would likely require a contract amendment to make impactful updates																
83 Confirmation of applicable sites	0	06/26/26	06/26/26	If any.	Councilman-Hunsaker SEA															
84 Initial Land Use Information	25d	06/29/26	07/31/26	Not included	HHPR															
85 Archeological Site History	35d	06/29/26	08/14/26	Not included	ESA															
89 Deliverables	0	06/26/26	06/26/26	Site test fits for up to 3 sites based on program,	Councilman-Hunsaker SEA															
90 Concept Design Development	45d	06/29/26	08/28/26																	
91 Concept Designs and Massing	20d	06/29/26	07/24/26	Up to 2 Options	Councilman-Hunsaker Lango Hansen SEA															
92 Initial Precedents	10d	06/29/26	07/10/26	Review with Owners																
93 Develop Initial Massing	10d	07/13/26	07/24/26																	
94 Develop spec site program and opportunities	10d	07/13/26	07/24/26																	
95 Initial Exterior Materials	10d	07/13/26	07/24/26	Precedents																
96 Concept Development	15d	07/29/26	08/18/26	Up to 2 Options	Councilman-Hunsaker Lango Hansen SEA															
97 Spec Site Plans	15d	07/29/26	08/18/26																	
98 Spec Plan layouts	15d	07/29/26	08/18/26																	
99 Spec massing and precedents	15d	07/29/26	08/18/26																	
100 Deliverables	6d	08/21/26	08/28/26	Graphic plans, Massing, Narratives as needed for pricing (materials, systems, alternates)	Councilman-Hunsaker Lango Hansen SEA															
101 ROM Cost Estimates	22d	08/31/26	09/29/26																	
102 Initial ROM Estimates	15d	08/31/26	09/18/26	Assume 2 size options	KJF															
103 Deliverables	0	09/29/26	09/29/26	ROM Cost reports for 2 options and alternates	KJF															
104 Operational and Financial Plan	37d	08/31/26	10/20/26																	
105 Develop Operational Business plan	30d	08/31/26	10/09/26	Two business plans assumed	Councilman-Hunsaker															
106 Deliverables	5d	10/14/26	10/20/26	Draft Operational plans, Financial Modeling Workbook, Revenue and Programming Strategy	Councilman-Hunsaker															
107 Final Concept and Reporting	42d	11/04/26	12/31/26																	
108 Prepare final deliverable package	15d	11/04/26	11/24/26		Councilman-Hunsaker JLA KJF Lango Hansen Oregon City SEA															

Task Name		Duration	Start	Finish	Project Notes	Attendees/ Responsible	Q4			Q1		Q2			Q3			Q4			
							Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
112	Deliverables	12d	12/16/26	12/31/26	Final report including: 2 Preferred Concept Designs, 2 ROM Estimate for preferred designs, Project summary documents (all previous deliverables)	Councilman-Hunsaker JLA KJF Lango Hansen Oregon City SEA															
113	✚ SUSTAINABILITY	65d	06/29/26	09/25/26	Not included																
120	▣ CONSULTANT COORDINATION	185d	03/09/26	11/20/26	all consultants should expect to deliver 1 day ahead of a deliverable if possible - additional dates and input below																
121	▣ Aquatics (Councilman-Hunsaker)	185d	03/09/26	11/20/26																	
122	▣ PI and Com Needs	40d	03/09/26	05/01/26																	
123	Project Research	10d	03/09/26	03/20/26	For Design Team Review/Coordination																
124	Community Needs and Gaps Deliverable	0	05/01/26	05/01/26	For Design Team Review/Coordination																
125	▣ Programming	34d	05/18/26	07/03/26																	
126	Team Progress - Program	0	05/18/26	05/18/26	For Design Team Review/Coordination - assume updates																
127	Internal Progress - Space plans	0	06/09/26	06/09/26	For Design Team Review/Coordination																
128	Internal Progress - Test Fits	0	06/16/26	06/16/26	For Design Team Review/Coordination - assume updates																
129	Space plan and program deliverable	0	07/03/26	07/03/26	For design team coordination with massing																
130	▣ Concept Designs	20d	07/17/26	08/14/26																	
131	Team Progress - Concept Design	0	07/17/26	07/17/26	SEA/CH/Lango check in and confirm deliverables																
132	Concept design deliverables	2d	08/13/26	08/14/26	Review and Comment																
133	Estimate Review	2d	09/14/26	09/15/26	Review for Owner Presentation																
134	Operational and Financial Deliverables	0	09/18/26	09/18/26	For SEA coordination and deliverable expectations, check in following initial estimate review																
135	Final Concept and Reporting Deliverables	0	11/20/26	11/20/26																	
136	▣ Landscape (Lango Hansen)	175d	03/23/26	11/20/26																	
137	Project Information and Background Deliverables	2d	03/23/26	03/24/26	Information review and comment																
138	Community Needs Review	2d	05/04/26	05/05/26	Information review and comment																
139	Programming Deliverables	2d	05/19/26	05/20/26	Information review and comment																
140	Test Fit Review	2d	06/17/26	06/18/26	Review and Comment																
141	Space Plan and Massing Review and input	2d	07/06/26	07/07/26	Review and Comment																
142	▣ Concept Designs	20d	07/17/26	08/14/26																	
143	Team Progress - Concept Design	0	07/17/26	07/17/26	SEA/CH/Lango check in and confirm deliverables																
144	Concept Design Deliverables	2d	08/13/26	08/14/26	Review and Comment																
145	Estimate Review	2d	09/14/26	09/15/26	Review for Owner Presentation																
146	Final Concept and Reporting Deliverables	0	11/20/26	11/20/26	Review and Comment																
147	✚ Land Use (HHPR)	95d	03/23/26	07/31/26	Services not included																
151	✚ Archeology (ESA)	175d	03/23/26	11/20/26	Services not included																
156	▣ Cost Estimates (KJF)	47d	09/16/26	11/20/26																	
157	▣ Estimates	7d	09/16/26	09/25/26																	
158	Team Progress - Initial Estimates	0	09/16/26	09/16/26	For Initial Team Review																
159	Estimates Deliverables	3d	09/23/26	09/25/26	For SEA review																
160	Final Concept and Reporting and Deliverables	0	11/20/26	11/20/26	Team coordination																

Task Name	Duration	Start	Finish	Project Notes	Attendees/ Responsible	Q4			Q1		Q2			Q3			Q4			
						Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
+ OWNER PROVIDED CONSULTANTS																				
- PRE-DESIGN WORKPLAN (EOT)	193d	03/02/26	11/25/26																	
- Project Initiation and Background	32d	03/02/26	04/14/26																	
Project Kick Off	1d	03/02/26	03/02/26	Establish stakeholders and communication plan																
Review Owner Information	20d	03/09/26	04/03/26		HRA JLA KJF Lango Hansen SEA															
Precedent Site Tours/ building tour	0	03/20/26	03/20/26	If applicable confirm with HRA	HRA Oregon City SEA															
Evaluation of current EOT	20d	03/09/26	04/03/26		HRA Lango Hansen SEA															
- Project Workplan	15d	03/17/26	04/06/26		JLA SEA															
Coordinate deliverables with stakeholder engagement	10d	03/17/26	03/30/26																	
Detailed workplan	5d	03/31/26	04/06/26																	
Deliverables	5d	04/08/26	04/14/26	Project Charter, Summary of Research, workplan updates	JLA SEA															
- Program Development & Spatial Planning	75d	04/15/26	07/28/26																	
Initial Program Development	10d	04/15/26	04/28/26	Up to 2 options for full build out - use for influence on community engagement	HRA Lango Hansen SEA															
Refined program and initial space/site plans	10d	05/01/26	05/14/26	Up to 2 options for a full build out, start thinking about master plan	HRA Lango Hansen SEA															
Program overhaul and rethink				Only if required - will add time/fee																
Final Program (including areas) and space plans	15d	06/29/26	07/17/26	One program, One space plan with optimal relationships and flow, confirmed required site area																
Deliverables	0	07/28/26	07/28/26	One Program summary for a master plan into the future, Master plan space diagram																
- Concept Design Development	40d	06/29/26	08/21/26																	
- Concept Designs and Massing	15d	06/29/26	07/17/26	Up to 2 Options																
Develop Initial Massing Concepts	15d	06/29/26	07/17/26	Review with Owners																
Develop phasing opportunities	15d	06/29/26	07/17/26	Up to 2 options, assume 3 phases is ideal																
Initial Exterior Materials/Precedents	15d	06/29/26	07/17/26																	
- Concept Development	15d	07/22/26	08/11/26																	
Master Plan	15d	07/22/26	08/11/26	1 master plan																
Phasing scope and plans	15d	07/22/26	08/11/26	up to 3 phases																
Initial Vignettes	15d	07/22/26	08/11/26	(as required to communicate scope)																
Deliverables	5d	08/17/26	08/21/26	Graphic master plan, phasing plans, Narratives as needed for pricing (materials, systems (based on operator information), alternates)																
- ROM Cost Estimates	27d	08/24/26	09/29/26																	
Initial ROM Estimates	15d	08/24/26	09/11/26	Up to 1 option - costs per phase																
Deliverables	0	09/29/26	09/29/26	ROM Cost reports for up to 3 phases and alternates																
- Operational and Financial Plan	35d	08/24/26	10/09/26																	
Develop Operational Business plan	28d	08/24/26	09/30/26	One business plan is assumed																
Deliverables	5d	10/05/26	10/09/26	Draft Operational plan, Financial Modeling Workbook, Revenue and Programming Strategy																

	Task Name	Duration	Start	Finish	Project Notes	Attendees/ Responsible	Q4			Q1			Q2			Q3			Q4		
							Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
197	Final Concept and Reporting	28d	10/19/26	11/25/26																	
198	Prepare final deliverable package	10d	10/19/26	10/30/26																	
199	Preferred Design Refinement	10d	10/19/26	10/30/26	Assumes minimal refinement																
200	ROM Estimate Refinement	10d	10/19/26	10/30/26	Assumes minimal refinement																
201	Project Summary documents (all previous deliverables)	10d	10/19/26	10/30/26																	
202	Deliverables	8d	11/16/26	11/25/26	Final report including: Preferred Master Plan, Phasing, ROM Estimates for phases, Project summary documents (all previous deliverables)																
203	SUSTAINABILITY	60d	06/29/26	09/18/26	Not included																
210	CONSULTANT COORDINATION	168d	03/09/26	10/28/26	all consultants should expect to deliver 1 day ahead of a deliverable if possible - additional dates and input below																
211	Interpretive Planning (HRA)	168d	03/09/26	10/28/26																	
212	PI and Com Needs	15d	03/09/26	03/27/26																	
213	Project Research	15d	03/09/26	03/27/26	For Design Team Review/Coordination - HRA to provide background research																
214	Programming	61d	04/21/26	07/14/26																	
215	Internal Progress - Program	2d	04/21/26	04/22/26	For Design Team Review/Coordination - review program by SEA																
216	Internal Progress - Program and Site/Space plans	2d	05/11/26	05/12/26	For Design Team Review/Coordination - provide input/feedback to SEA/Lango																
217	Space plan and program deliverable	2d	07/13/26	07/14/26	For design team coordination with massing - provide input																
218	Concept Designs	18d	07/14/26	08/06/26																	
219	Team Progress - Concept Design Massing and Phasing	2d	07/14/26	07/15/26	Review concepts from SEA																
220	Concept design deliverables	2d	07/14/26	07/15/26	Provide input on progress																
221	Final Concept Review	2d	08/05/26	08/06/26	Provide final input																
222	Final Concept and Reporting Deliverables	0	10/28/26	10/28/26																	
223	Landscape (Lango Hansen)	153d	03/30/26	10/28/26																	
224	Project Information and Background Deliverables	2d	03/30/26	03/31/26	Information review and comment																
225	Programming	67d	04/23/26	07/24/26																	
226	Internal Progress - Program	2d	04/23/26	04/24/26	For Design Team Review/Coordination - review program by SEA																
227	Internal Progress - Program and Site/Space plans	2d	05/08/26	05/11/26	For Design Team Review/Coordination provide input/feedback to SEA																
228	Final Space plan and program review	0	07/10/26	07/10/26	For design team coordination with massing - deliver site plan for owner review																
229	Master plan and Program deliverable	0	07/24/26	07/24/26	Master plan																
230	Concept Designs	16d	07/13/26	08/04/26																	
231	Team Progress - Concept Design Massing and Phasing	2d	07/14/26	07/15/26	Review concepts from SEA																
232	Concept Design Deliverables	0	07/13/26	07/13/26	SEA/Lango check in and confirm deliverables - Lango to have deliverable for this																
233	Final Concept designs	0	08/04/26	08/04/26	SEA/Lango to provide deliverables																
234	Estimate Review	2d	09/08/26	09/09/26	Review for Owner Presentation																

	Task Name	Duration	Start	Finish	Project Notes	Attendees/ Responsible	Q4			Q1			Q2			Q3			Q4		
							Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
235	Final Concept and Reporting Deliverables	0	10/28/26	10/28/26																	
236	 Cost Estimates (KJF)	37d	09/07/26	10/28/26																	
237	 Estimates	15d	09/07/26	09/28/26																	
238	Team Progress - Initial Estimates	0	09/07/26	09/07/26	For Initial Team Review																
239	Estimates Deliverables	0	09/28/26	09/28/26	For SEA review ahead of deliverblae																
240	Final Concept and Reporting and Deliverables	0	10/28/26	10/28/26	Team coordination																
241	 Operations and Financial Plan (ECONorthwest)	153d	03/30/26	10/28/26																	
242	Project Information and Background	2d	03/30/26	03/31/26	Review for missing information																
243	Operational and Financial Deliverables	0	09/16/26	09/16/26	For SEA coordination and deliverable expectations, check in following initial estimate review																
244	Final Concept and Reporting Deliverables	0	10/28/26	10/28/26	Team coordination																
245	OWNER PROVIDED CONSULTANTS																				
246																					
247																					
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Counsilmans Hunsaker
AQUATICS FOR LIFE

Oregon City, OR – Scope of Work

Date: 2/3/2026

Topic: Oregon City, OR - Aquatics Center and End of the Oregon Trail Conceptual Design and Planning Project

1. February 6-March 13: (Aquatics and EOT) – Projects Initiation and Background Review

- a. Fee: \$6,000 (Reduced from \$6,500)**
- b. On-site kickoff meeting, facility tour, site tour
- c. Review of information provided by City.
- d. Review schedules and deliverables provided by SEA
- e. Deliverables
 - i. Meeting and site visit notes
- f. Meetings
 - i. On-site kickoff meeting (1-day site visit)
 - ii. Virtual project team meetings (up to 3)

2. March 1-April 10: (Aquatics) – Community Needs and Market Gap Assessment

- a. Fee: \$4,500**
- b. Demographic research, market area provider research, gap analysis
- c. Ongoing: (Aquatics and EOT)- Stakeholder and Community Engagement
 - i. CH to participate in on-site stakeholder meetings, and community meeting/open-house
- d. Deliverables
 - i. Market assessment and review presentation
 - ii. Materials related to community meeting (images, concept boards, etc.)
- e. Meetings
 - i. On-site stakeholder meetings and/or community presentation (1-day site visit)
 - ii. Virtual project team meetings (up to 2)

3. April 10-July 3: (Aquatics and EOT)-Program Development and Spatial Planning

- a. Fee: \$4,000 (Reduced from \$4,500)**
- b. CH to develop space programs for aquatics facility
- c. Deliverables
 - i. Aquatic facility space programs (up to 4 options)
- d. Meetings
 - i. Virtual project team meetings (up to 2)

~~4. April 10-May 8: (Aquatics) – Conceptual Design Development (Site Selection)~~

- ~~a. Fee: \$3,500~~**
- ~~b. Start of conceptual design process and CH to assist with site selection criteria~~
- ~~c. Meetings~~
 - ~~i. Virtual project team meetings (1)~~

5. May 8-August 7: (Aquatics and EOT)- Conceptual Design Development

- a. Fee: \$11,500 (Reduced from \$15,500)**

- b. CH to develop conceptual designs for aquatics to be integrated with overall site plan design
 - c. Concepts to be developed in AutoCAD (2D) ~~and/or 3D Sketchup~~
 - d. Participate in on-site concept review meeting and/or community presentation
 - e. Revision and updates based on city and SEA feedback
 - f. Deliverables
 - i. Concept plans (up to 4 in 2D AutoCAD)
 - ii. ~~Concept plans (2 in 3D Sketchup)~~
 - g. Meetings
 - i. Virtual project team meetings (2)
 - ii. On-site concept review meeting(s) – 1-day site visit
- 6. August 7-September 4: (Aquatics and EOT)- Cost Estimation**
- a. **Fee: \$3,000 (Reduced from \$3,500)**
 - b. CH to develop aquatics-specific costs to provide to SEA for incorporation into the cost estimate
 - c. Deliverables
 - i. Aquatics construction cost estimate
 - d. Meetings
 - i. Virtual project team meetings (1)
- 7. August 7- October 16: (Aquatics and EOT)- Operational and Financial Planning**
- a. **Fee: \$14,500**
 - b. CH to develop operational revenue and expense budget/pro forma
 - c. Deliverables
 - i. Operational plan presentation
 - d. Meetings
 - i. Virtual project team meetings (up to 2)
- 8. September 4-December 31: (Aquatics and EOT) – Final Concepts and Reporting**
- a. **Fee: \$6,500 (Reduced from \$7,500)**
 - b. Develop final report document for aquatics to be integrated with SEA
 - c. Deliverables
 - i. Aquatics section of the final report
 - d. Meetings
 - i. On-site final presentation – 1-day site visit
 - ii. Virtual project team meetings (up to 2)



February 9th, 2026

Basic Services Fee Proposal
Revision 01

To: Sarah Ruzomberka
412-310-4427

Scott Edwards Architecture LLP
2525 E Burnside St.
Portland, OR 97214

**Aquatics Center & End of The Oregon Trail
Conceptual Design and Planning Project
Oregon City, OR**

Dear Sarah,

KJF Cost Studio is pleased to offer the following fee proposal for estimating services for the Conceptual Design and Planning of the Oregon City Aquatics Center and End of the Oregon Trail Center, for the City of Oregon City, in Oregon City, OR.

The fees included in this proposal are valid for (30) thirty days from the date of proposal. The fees in this proposal shall be revised if the scope outlined below changes with additions or deletions. They shall be adjusted to reflect the revised agreed-upon remaining services.

The fee is based on the design team's provided electronic scalable PDF documents for use in quantity surveys and estimate establishment. No hard/printed copies of documentation will be accepted. All deliverables outlined in this fee proposal shall be delivered electronically. No hard/printed copies of deliverables are included in this proposal.

The following pages provide a detailed breakdown of anticipated services to be provided. If you see something that is unnecessary or needs to be revised, please do not hesitate to reach out for revisions.

Base Fee Proposal Scope –

Scope of Services

General Items Applicable to all Task Items

1. Estimates to be presented in Uniformat II Level 2 Format.
2. No site visits are included.
3. One in-person or virtual meeting to walk through & review the estimate is included.
4. Breakout of Estimate into agreed-upon areas before start of estimate.
5. A single estimate revision is included to reflect changes that arise through the meeting.
6. KJF Cost Studio requires a minimum of twelve (12) working days from the date of document receipt to deliver the estimate. All delivery timelines must be communicated in advance and mutually agreed upon.
7. Reconciliation with GC/CM is **NOT** included within each phase/estimate.
8. Schedule figured as included in e-mail from Sarah on 12-23-2025.

Continued on Next Page

Task items applicable to both the Aquatics project and the EOT Project, unless noted.

Task Item No. 1

1. Projects Initiation and Background Review

- a. Review of information provided by City.
- b. Review schedules and deliverables provided by SEA

Task Item No. 2

1. Community Needs and Market Gap Assessment - No Scope Anticipated for KJF

Task Item No. 3

1. Program Development and Spatial Planning - No Scope Anticipated for KJF

Task Item No. 4

1. Conceptual Design Development (EOT Site Selection)

- a. Develop ROM estimates of anticipated site development fees for different sites.

Task Item No. 5

1. Conceptual Design Development - No Scope Anticipated for KJF

Task Item No. 6

1. Cost Estimation – Multiple Options

- a. Development of ROM estimate for total project cost.
- b. Incorporate and adjust ROM site development estimates from Task Item 4.
- c. Develop an ROM estimate of probable building and site construction cost for no more than two schemes.
- d. Develop a ROM estimate of anticipated FF&E Costs for each project.
- e. Development of project soft costs for each concept. **Owner input/participation is required to ensure accurate total project costs.**

Task Item No. 7

1. Operational Concepts and Reporting - No Scope Anticipated for KJF

Task Item No. 8

1. Final Concepts and Reporting

- a. Modify and adjust the estimate report into a single and final report reflecting a single scheme for both sites.
- b. Incorporate updated site development costs, FF&E budgets, as well as Owner Soft Costs. **Owner input/participation/validation must be provided to ensure accuracy of the total project costs.**

Summary of Fees

Task Item	Task Description	Fixed Fee Aquatics	Fixed Fee EOT
1	Projects Initiation and Background Review	\$1,000	\$1,000
2	Community Needs and Market Gap Assessment	Excluded	Excluded
3	Program Development and Spatial Planning	Excluded	Excluded
4	Conceptual Design Development (Site Selection)	Excluded	\$1,300
5	Conceptual Design Development	Excluded	Excluded
6	Cost Estimation – Multiple Options	\$9,750	\$9,635
7	Operational Concepts and Reporting	Excluded	Excluded
8	Final Concepts and Reporting	\$1,250	\$3,705
	TOTAL – Fixed Fee	\$12,000	\$15,640

Insurance

KJF Cost Studio currently provides the following levels of insurance coverage. Additional insurance requirements can be provided at additional cost.

General Liability	\$1,000,000 per claim; \$2,000,000 aggregate
Professional Liability	\$1,000,000 per claim; \$2,000,000 aggregate

Qualifications of proposal

Reimbursable expenses are not included within the proposal and include, any printing, reprographics charges, travel & subsistence to anywhere greater than 30 miles from our home office (unless noted at unit rates), insurance, or bonds exceeding those outlined, any interstate-shipping charges, local business licenses or fees. All reimbursable expenses will be charged at cost, with no multiplier.

Continued on Next Page

Additional Services

Except as noted above, all other services, including additional estimates, cash flow models, development or coordination of project costs, revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, life cycle costs, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services shall be additional services.

Terms

Payment & Billing - Unless otherwise specified, KJF Cost Studio will invoice Client within ten (10) days of the deliverable date for all fees and expenses payable to KJF Cost Studio. The Client will pay the full amount of such invoices within thirty (30) days following receipt thereof, except for any amounts that Client disputes in good faith. The parties will use their respective commercially reasonable efforts to promptly resolve any such payment disputes.

Confirmation of Agreement:

**Aquatics Center & End of The Oregon Trail
Conceptual Design and Planning Project
Oregon City, OR**

**Basic Services Fee Proposal
Revision 01**

This letter correctly sets out the scope and fees for services to be provided by KJF Cost Studio, LLC for this project. Signature below indicates acceptance of scope, and fee and terms.

KJF Cost Studio, LLC

Scott Edwards Architecture LLP

Kenneth Jason Freeborn
Principal

Sarah Ruzomberka
Associate Principal, NCARB, LEED AP BD+C

Date

Date



Scope of Work: Aquatics Center and End of the Oregon Trail Conceptual Design and Planning Project

Project Understanding

Historical Research Associates, Inc. will work as a subcontractor to Scott Edwards Architecture (SEA) with other subcontractors on the City of Oregon City's Aquatics Center and End of the Oregon Trail Conceptual Design and Planning Project. HRA understands that our work will focus on the End of the Oregon Trail historic site, including the End of the Oregon Trail Interpretive Center (EOT).

Scope of Work and Fee Proposal

Project Administration

Aquatics: No scope

EOT: \$1,844

- Project administration includes project setup, monthly progress reports (if required), monthly invoicing, and project closeout activities.

Task 1. Project Initiation and Background Review

Aquatics: No scope

EOT: \$4,518

- Attend (1) kickoff meeting with municipal staff and project team
- Review relevant materials from the City of Oregon City, Clackamas Heritage Partners, and other project partners and stakeholders
- Provide feedback and suggestions on engagement strategy; provide insight regarding consultation and collaboration with federally recognized Tribes in Oregon, Tamástslikt Cultural Institute (the only Tribal museum on the Oregon Trail), and history and heritage organizations in Oregon City and the Portland metro region that interpret the Oregon Trail
- Deliverables:

- Contributions to Stakeholder Engagement Plan
- Contributions to Summary of Background Research

Task 2. Community Needs and Market Gap Assessment

Aquatics: No scope

EOT: No scope

Task 3. Stakeholder and Community Engagement

Aquatics: No scope

EOT: \$3,102

- Consult with JLA Public Involvement on the stakeholder and community engagement process, providing similar insight as with Task 1
- Deliverables:
 - Contributions to Stakeholder Interview Summaries
 - Contributions to Community Engagement Summary Reports

Task 4. Program Development and Spatial Planning

Aquatics: No scope

EOT: \$6,073

- Tour EOT to review existing building spaces and interpretation
- Work with the City and SEA to conduct program and spatial planning workshops
- Deliverable:
 - Contributions to Program and Space Needs Report

Task 5. Conceptual Design Development

Aquatics: No scope

EOT: \$1,416

- Provide research on potential siting areas, regarding historic contributions to the End of the Oregon Trail, Oregon City, etc.
- Deliverables:
 - Contributions to Concept Design Package

Task 6. ROM Cost Estimation

Aquatics: No scope

EOT: No scope

Task 7. Operational and Financial Planning

Aquatics: No scope

EOT: No scope

Task 8. Final Concept and Reporting

Aquatics: No scope

EOT: \$1,416

- Prepare final project materials
- Deliverables:
 - Contributions to Final Report
 - Contributions to Community Engagement Summary
 - Contributions to Public-Facing Project Summary

Total Fee Proposal

Aquatics: No scope

EOT: \$18,370

Project Schedule

Task 1: February 6 to March 13, 2026

Task 2: March 1 to April 10, 2026

Task 3: Ongoing

Task 4: April 10 to July 3, 2026

Task 5: May 8 to August 7, 2026

Task 6: August 7 to September 4, 2026

Task 7: August 7 to October 16, 2026

Task 8: September 4 to December 31, 2026

	Kurt Lango/hrs	PM/hrs	TOTAL
1. Project Initiation and Background Review			
Aquatics			\$800
Attend (1) kick off meeting	2		\$320
Review of information provided by City.	2		\$320
Review schedules and deliverables provided by SEA	1		\$160
EOT			\$1,400
Attend (1) kick off meeting	2	2	\$560
Review of information provided by City.	2	2	\$560
Review schedules and deliverables provided by SEA	1	1	\$280
2. Community Needs and Market Gap Assessment (NO SCOPE)			
3. Stakeholder & Community Engagement			
Aquatics			\$1,440
Provide precedent imagery boards for open houses	6		\$960
Attend 3 open houses. split hrs with EOT assume same open house	3		\$480
EOT			\$2,400
Provide precedent imagery boards for open houses	6	8	\$1,920
Attend 3 open houses-split hrs with EOT assuming same open house	3		\$480
4. Program Development and Spatial Planning			
Aquatics			\$280
Address any generic site amenities/parking	1	1	\$280
EOT			\$320
Address any generic site amenities/parking	2		\$320
5. Conceptual Design Development (Site Selection)			
Aquatics			\$8,200
Create 2-3 Concept Designs/Refinement	20	23	\$5,960
Meetings	8	8	\$2,240
EOT			\$13,360
Create 2-3 Concept Designs/Refinement	28	50	\$10,480
Meetings	12	8	\$2,880
6. Cost Estimation			
Aquatics			\$640
Provide feedback	4		\$640
EOT			\$640
Provide feedback	4		\$640

7. Operational and Financial Planning (NO SCOPE)

8. Final Concepts and Reporting

Aquatics				\$640
Provide narrative	4			\$640
Minimal graphic support				\$0
EOT				\$1,120
Provide narrative	4			\$640
Minimal graphic support			4	\$480
AQUATICS FEE				\$12,000
EOT FEE				\$19,240
TOTAL FEE				\$31,240

End of the Oregon Trail Interpretive Center Scope of Work

Project Understanding

Overview of ECOnorthwest Role

ECOnorthwest (ECO) will lead operational and financial planning for the End of the Oregon Trail (EOT) Interpretive Center to support decision-making on future investment, governance, and long-term sustainability. ECO's work will translate design and program concepts into realistic operating models, clearly articulating revenues, expenses, staffing, subsidies, and lifecycle considerations.

Task 1 – Project Initiation & Background Review

EOT Interpretive Center – *Limited ECO Scope*

Activities

- Attend one (1) virtual project kickoff meeting with SEA and City staff.
- Review relevant background materials, including:
 - Existing EOT operational, attendance, and financial information (as provided by City / operator)
 - Prior studies
 - Preliminary project schedule and milestones
- Coordinate with SEA to confirm:
 - ECO's role, responsibilities, and deliverables
 - Assumptions regarding program development timeline and decision points

Deliverables

- None

Task 2 – Community Needs & Market Gap Assessment

Aquatics Center – *No ECO Scope*

Task 3 - Stakeholder & Community Engagement

EOT Interpretive Center – *No ECO Scope*

Task 4 - Program Development & Spatial Planning

EOT Interpretive Center – *Limited ECO Role*

Activities

- Participate in up to one meeting with the SEA Team to review draft and refined program concepts (interpretive spaces, event spaces, retail, offices, multipurpose uses) and discuss operational feasibility questions raised through engagement

Deliverables

- None

Task 5 – Conceptual Design Development

EOT Interpretive Center – *No ECO Scope*

Task 6 – Rough Order of Magnitude (ROM) Cost Estimation

EOT Interpretive Center – *No ECO Scope*

Task 7 – Operational and Financial Planning

EOT Interpretive Center – *ECO Lead*

ECO will develop a phase-based operational and financial planning framework for the EOT. The focus will be on near- to mid-term feasibility for a stabilized and renovated facility, with flexibility to test one additional future phase as assumptions evolve. The work will emphasize clarity, transparency, and usability within the project's budget and available information.

Activities

Hold a task kickoff meeting with staff and the SEA team to gather information about the operational framework for the EOT Interpretive Center to inform assumptions for the financial modeling, including staffing structure and roles, operating hours, and seasonal variation, and the relationship between the City and nonprofit operator.

Phase-Based Operational Scenarios

Operational and financial planning will be structured around two phases:

- Phase 1: Enhanced Steady-State Operations
Develop operational assumptions reflecting a renovated facility with modest



enhancements to exhibits, visitor experience, and select revenue-generating activities.

- Phase 2: Optional Future Phase

If determined useful during the course of the project, ECO may support a high-level, illustrative exploration of a potential future operating condition (e.g., expanded programming, additional event use, or new revenue concepts).

Financial Modeling

- Conduct up to four interviews with comparator institutions to inform assumptions.
- Develop a custom Excel-based financial model for the first two phases of operating scenarios that includes:
 - Operating revenues by source (admissions, retail, programs, rentals, events, etc.)
 - Operating expenses (staffing, programming, maintenance, reserves, administration, marketing, utilities, etc.)
 - Annual net operating revenue and subsidy requirements

Meetings

- Two meetings: task kickoff and results overview

Deliverables

- Draft memorandum outlining operational considerations and key assumptions in the modeling workbook
- Financial modeling workbook (Excel)

Task 8 – Final Concept and Reporting

EOT Interpretive Center – *ECO Support Role*

Activities

- Refine financial analysis based on the preferred concept.
- Support SEA in preparing final materials related to operating assumptions, financial modeling, and potential subsidy and funding implications
-

Deliverables

- Final editable financial modeling workbook



- Written financial and operational content for inclusion in final report



Timeline

Timeline Summary (EOT – EConorthwest)

Phase	Dates	ECO Role
Project Initiation	Feb–Mar 2026	Limited support
Community Needs and Market Gap Assessment	Mar–Apr 2026	No role
Stakeholder and Community Engagement	Ongoing	No role
Program Development	Apr–Jul 2026	Limited support
Concept Development	May–Aug 2026	No role
ROM Integration	Aug–Sep 2026	No role
Operational & Financial Planning	Aug–Oct 2026	Lead
Final Concepts & Reporting	Sep–Dec 2026	Support



Budget

LABOR

Task Name	SUMMARY: Total Labor	% of Total Budget	Bob Whelan, Sr Financial Analyst	Emily Picha, Project Director	Alicia Milligan, Project Manager	Zoie Fairlie, Senior Analyst	Total Hours	Labor Subtotal
			\$280/hr	\$230/hr	\$165/hr	\$145/hr		
Task 1: Project Initiation	\$2,320	10%	-	2	6	6	14	\$2,320
Task 2: Community Needs + Gap Assessment	-	-	-	-	-	-	-	-
Task 3: Stakeholder + Community Engagement	-	-	-	-	-	-	-	-
Task 4: Program Development	\$395	2%	-	1	1	-	2	\$395
Task 5: Conceptual Design + Development	-	-	-	-	-	-	-	-
Task 6: Cost Estimation	-	-	-	-	-	-	-	-
Task 7: Operational + Financial Planning	\$14,145	62%	5	10	22	47	84	\$14,145
Task 8: Final Concepts + Reporting	\$5,890	26%	-	7	11	17	35	\$5,890
Labor Subtotal	\$22,750	100%	Labor Subtotal				135	\$22,750

TOTAL

BUDGET SUMMARY	Task Name	Total Labor	Total Non-Labor	Total By Task	% of Total Budget
	Task 1: Project Initiation	\$2,320	-	\$2,320	10%
	Task 2: Community Needs + Gap Assessment	-	-	-	-
	Task 3: Stakeholder + Community Engagement	-	-	-	-
	Task 4: Program Development	\$395	-	\$395	2%
	Task 5: Conceptual Design + Development	-	-	-	-
	Task 6: Cost Estimation	-	-	-	-
	Task 7: Operational + Financial Planning	\$14,145	-	\$14,145	62%
	Task 8: Final Concepts + Reporting	\$5,890	-	\$5,890	26%
	TOTALS	\$22,750	-	\$22,750	100%
TOTAL BUDGET				\$22,750	



Scope of Work (Draft)



Project Title: Aquatics Center and End of the Oregon Trail Conceptual Design and Planning Project

Client: City of Oregon City

JLA Project Lead: Jessica Pickul, Tracie Heidt

Project Lead: Sara Ruzomberka, Scott Edwards Architecture

Date: Revised February 9, 2026

Introduction

JLA is pleased to support the City of Oregon City and Scott Edwards Architecture with public engagement services for the Aquatics Center and End of the Oregon Trail Conceptual Design and Planning Project.

Activities/Products to be Completed

1. Project Initiation and Background Review

Aquatics - \$1,548

1a. Project Kick Off Meeting

JLA to participate in the Project Kick Off meeting and shall come prepared to gather feedback from the Project Team on topics that will inform the Public Involvement Plan. It is assumed that participation will include two (2) staff from JLA, will be held online and will be two-hours in duration.

1b. Public Involvement Plan

JLA, with close coordination with the City of Oregon City and Scott Edwards Architecture, shall create a Public Involvement Plan (PIP) to guide the engagement and outreach activities for the Aquatics Center project. The PIP will outline:

- Public involvement and communications goals
- Key communities to engage and the approaches for engagement
- Desired feedback for each milestone and engagement activity
- High level key messages
- Equity considerations, including ways to engage underserved communities provided by the City
- Identification of all languages the project engagement will be conducted in
- How engagement will be coordinated with the End of the Oregon Trail project and other related city efforts
- A detailed communications and outreach schedule with level of engagement and responsible parties identified for all outreach and communications task
- Measures of success

Scope of Work (Draft)

It is expected that the PIP will be completed within the Project Initiation phase and that one (1) draft will be made available for team review.

EOT- \$1,548

1c. Project Kick Off Meeting

JLA to participate in the Project Kick Off meeting and shall come prepared to gather feedback from the Project Team on topics that will inform the Public Involvement Plan. It is assumed that participation will include two (2) staff from JLA, will be held online and will be two-hours in duration.

1d. Public Involvement Plan

JLA, with close coordination with the City of Oregon City, Clackamas Heritage Partners and Scott Edwards Architecture, shall create a Public Involvement Plan (PIP) to guide the engagement and outreach activities for the Aquatics Center project. The PIP will outline:

- Public involvement and communications goals
- Key communities to engage and the approaches for engagement
- Desired feedback for each milestone and engagement activity
- High level key messages
- Equity considerations, including ways to engage underserved communities provided by the City
- Identification of all languages the project engagement will be conducted in
- How engagement will be coordinated with the Aquatics Center project and other related city efforts
- A detailed communications and outreach schedule with level of engagement and responsible parties identified for all outreach and communications task
- Measures of success

It is expected that the PIP will be completed within the Project Initiation phase and that one (1) draft will be made available for team review.

2. Community Needs and Market Gap Assessment

Aquatics - \$160

2a. Initial Community Needs Assessment

To better understand community needs for the Aquatics Center, JLA participate in one (1) Project Team meeting to discuss this topic. This information will inform future engagement questions. It is assumed that one (1) JLA staff will attend and that the meeting will be held online for 1-hour.

EOT- \$160

Scope of Work (Draft)

2b. Community Needs Assessment

To better understand community, staff and volunteer needs for the End of the Oregon Trail Museum, JLA shall participate in one (1) Project Team meeting to discuss this topic. This information will inform future engagement questions. It is assumed that one (1) JLA staff will attend and that the meeting will be held online for 1-hour.

3. Stakeholder and Community Engagement

Aquatics - \$10,280

The Consultant will plan and deliver a continuous, structured engagement process including:

3b. In-person Open Houses

JLA shall plan, coordinate, and facilitate two (2) Open House events to gather feedback to inform the aquatics facility site location, programming and design considerations. Each event's content will build off the subsequent event to confirm the team has understood public desires and the opportunities for feedback will be focused on refining the center's design considerations. Additionally, it is expected that this event will be a joint event with the End of the Oregon Trail project and therefore require a space that can accommodate both projects' activities.

Prior to each event, JLA staff produce an Event Plan (up to 2) that outlines the goals, activities, staffing roles and feedback desired for each engagement milestone.

The City shall reserve the event venue and secure interpreters as needed. JLA shall produce all event feedback tools (i.e. surveys, comment forms, or digital tools) and provide a summary of feedback received. Meeting materials are expected to include a sign in sheet, survey or comment form, and materials needed for event activities. All displays and materials shall be written in plain language, highly-visual and engaging for the wide variety of people who may attend. For any one event, the Scott Edwards and JLA will design up to eight (8) display boards. The City shall provide light snacks and refreshments.

Up to three (2) Consultant team members (total for each 1 event, combined with the other project) shall staff this event and document meeting feedback. This event is anticipated to last two (2) hours in duration and be in a centrally located building in the city that's accessible by transit.

3c. Online Surveys

JLA will lead the content and production of two (2) online surveys. Online surveys may include visuals and content from the in-person open house and will provide the same questions as a tool to gather additional public feedback at each design phase. Prior to the development of each survey, JLA will develop a draft content plan for approval by the City.

JLA will lead the development of the online surveys on their online platforms. It is assumed each survey will be live for up to two (2) weeks. It must meet ADA requirements and be adaptable for mobile devices.

At the completion of survey, JLA will provide raw feedback and a summary of feedback, which will be combined with the In-Person Open House meeting summaries, when appropriate.

EOT - \$10,280

Scope of Work (Draft)

The Consultant will plan and deliver a continuous, structured engagement process including:

3g. In-person Open Houses

JLA shall plan, coordinate, and facilitate two (2) Open House events to gather feedback to inform the End of the Oregon Trail Museum design considerations. Each event's content will build off the subsequent event to confirm the team has understood public desires and the opportunities for feedback will be focused on refining the facility's design considerations. Additionally, it is expected that this event will be a joint event with the Aquatics Center project and therefore require a space that can accommodate both projects' activities.

Prior to each event, JLA staff produce an Event Plan (up to 2) that outlines the goals, activities, staffing roles and feedback desired for each engagement milestone.

The City shall reserve the event venue and secure interpreters as needed. JLA shall produce all event feedback tools (i.e. surveys, comment forms, or digital tools) and provide a summary of feedback received. Meeting materials are expected to include a sign in sheet, survey or comment form, and materials needed for event activities. All displays and materials shall be written in plain language, highly-visual and engaging for the wide variety of people who may attend. For any one event, the Scott Edwards and JLA will design up to eight (8) display boards. The City shall provide light snacks and refreshments.

Up to three (2) Consultant team members (total for each 1 event, combined with the other project) shall staff this event and document meeting feedback. This event is anticipated to last two (2) hours in duration and be in a centrally located building in the city that's accessible by transit.

3h. Online Surveys

JLA will lead the content and production of two (2) online surveys. Online surveys may include visuals and content from the in-person open house and will provide the same questions as a tool to gather additional public feedback at each design phase. Prior to the development of each survey, JLA will develop a draft content plan for approval by the City.

JLA will lead the development of the online surveys and host it on their online platforms. It is assumed each survey will be live for up to two (2) weeks. It must meet ADA requirements and be adaptable for mobile devices.

At the completion of survey, JLA will provide raw feedback and a summary of feedback, which will be combined with the In-Person Open House meeting summaries, when appropriate.

8. Final Concept & Reporting

Aquatics - \$387

8a. Project Team Coordination

JLA shall participate in one (1) Project Team meetings to discuss the development of the final concept and how to provide a public update. It is assumed that two (2) JLA staff will attend and each meeting will be held online for 1-hour.

Scope of Work (Draft)



EOT- \$387

8c. Project Team Coordination

JLA shall participate in one (1) Project Team meeting to discuss the development of the final concept and how to provide a public update. It is assumed that two (2) JLA staff will attend and each meeting will be held online for 1-hour.

Aquatics Center and End of the Oregon Trail
Conceptual Design and Planning
JLA Public Involvement
Rev February 2026

			PI 1 (Strategy) Jessica Pickens		PI 4 (PM) Tracie Heidt		PI 4 (Online) Alyssa Pratt		Coordinator) Valentina		Add new staff	Totals			
Task #	Task/Subtasks		\$ 227.00	/hr	\$ 159.99	/hr	\$ 128.63	/hr	\$ 111.81	/hr		Hours	Labor	Expenses	Cost
1.0 Aquatics Stakeholder and Community Engagement			Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Hours	Labor	Expenses	Cost
1.A	Project Initiation & Background Review <i>Kick off meeting (2 staff) and background review</i>		4	\$908	4	\$640	0	\$0	0	\$0		8	\$1,548	\$0	\$1,548
1.B	Project Initiation & Background Review <i>Public Involvement Plan</i>		2	\$454	8	\$1,280	0	\$0	8	\$894		18	\$2,628	\$0	\$2,628
2.A	Community Needs Assessment - Initial <i>1 team mtg (2 staff), materials review</i>		0	\$0	1	\$160	0	\$0	0	\$0		1	\$160	\$0	\$160
3.A	Stakeholder and Community Engagemen <i>Interviews (3)--prepare the guides, coordinate, fac</i>		0	\$0	0	\$0	0	\$0	0	\$0		0	\$0	\$0	\$0
3.B	Stakeholder and Community Engagemen <i>Open Houses (3 in person) --plan, planning mtgs,</i>		8	\$1,816	30	\$4,800	0	\$0	30	\$3,354		68	\$9,970	\$310	\$10,280
3.C	Stakeholder and Community Engagemen <i>Online survey (3) + Idea board (1)--plan, create, r</i>		4	\$908	20	\$3,200	30	\$3,859	20	\$2,236		74	\$10,203	\$0	\$10,203
3.D	Stakeholder and Community Engagemen <i>Focus groups (2)--prepare the guides, materials,</i>		0	\$0	0	\$0	0	\$0	0	\$0		0	\$0	\$0	\$0
3.E	Stakeholder and Community Engagemen <i>Community event info booths (2)--plan, coordinat</i>		0	\$0	0	\$0	0	\$0	0	\$0		0	\$0	\$0	\$0
4.A	Program Development & Spatial Plannin <i>Team coordination (1 mtg) with 2 staff</i>		0	\$0	0	\$0	0	\$0	0	\$0		0	\$0	\$0	\$0
5.A	Conceptual Design Development <i>Team coordination (2 mtgs) with 2 staff</i>		0	\$0	0	\$0	0	\$0	0	\$0		0	\$0	\$0	\$0
8.A	Final Concept & Reporting <i>Team coordination (2 mtgs) with 2 staff</i>		1	\$227	1	\$160	0	\$0	0	\$0		2	\$387	\$0	\$387
8.B	Final Concept & Reporting <i>Public engagement summary</i>		0	\$0	0	\$0	0	\$0	0	\$0		0	\$0	\$0	\$0
▲ Task 1.0 Subtotal			19	\$4,313	64	\$10,239	30	\$3,859	58	\$6,485		171	\$24,896	\$310	\$25,206
▼															
2.0 EOT Stakeholder and Community Engagement															
1.C	Project Initiation & Background Review <i>Kick off meeting (2 staff) and background review</i>		4	\$908	4	\$640	0	\$0	0	\$0		8	\$1,548	\$0	\$1,548
1.D	Project Initiation & Background Review <i>Public Involvement Plan</i>		2	\$454	8	\$1,280	0	\$0	8	\$894		18	\$2,628	\$0	\$2,628
2.B	Community Needs Assessment - Initial <i>1 team mtg (2 staff), materials review</i>		0	\$0	1	\$160	0	\$0	0	\$0		1	\$160	\$0	\$160

3.F	Stakeholder and Community Engagmen <i>Interviews (3)--prepare the guides, coordinate, fac</i>		0	0	0	0		0						
			\$0	\$0	\$0	\$0		\$0	\$0	\$0				
3.G	Stakeholder and Community Engagmen <i>Open Houses (2 in person)--plan, planning mtgs</i>		8	30	0	30		68						
			\$1,816	\$4,800	\$0	\$3,354		\$9,970	\$310	\$10,280				
3.H	Stakeholder and Community Engagmen <i>Online survey (2), (1)--plan, create, manage, sur</i>		4	20	30	20		74						
			\$908	\$3,200	\$3,859	\$2,236		\$10,203	\$0	\$10,203				
3.I	Stakeholder and Community Engagmen <i>Focus groups (2)--prepare the guides, materials,</i>		0	0	0	0		0						
			\$0	\$0	\$0	\$0		\$0	\$0	\$0				
3.J	Stakeholder and Community Engagmen <i>Community event info booths (2)--plan, coordinat</i>		0	0	0	0		0						
			\$0	\$0	\$0	\$0		\$0	\$0	\$0				
4.B	Program Development & Spatial Plannin <i>Team coordination (1 mtg)</i>		0	0	0	0		0						
			\$0	\$0	\$0	\$0		\$0	\$0	\$0				
5.B	Conceptual Design Development <i>Team coordination (1 mtg)</i>		0	0	0	0		0						
			\$0	\$0	\$0	\$0		\$0	\$0	\$0				
8.C	Final Concept & Reporting <i>Team coordination (2 mtgs) with 2 staff</i>		1	1	0	0		2						
			\$227	\$160	\$0	\$0		\$387	\$0	\$387				
8.D	Final Concept & Reporting <i>Public engagement summary</i>		0	0	0	0		0						
			\$0	\$0	\$0	\$0		\$0	\$0	\$0				
▲ Task 2.0 Subtotal			19	\$4,313	64	\$10,239	30	\$3,859	58	\$6,485	171	\$24,896	\$310	\$25,206
Add new task here											▲	▲	▲	▲
Totals			38		128		60		116		\$342	\$49,792	\$620	\$50,412
				\$8,626		\$20,479		\$7,718		\$12,970	◀ 342	\$49,792	\$620	\$50,412

Exhibit D

Oregon City Aquatics and EOT
Project Fee Schedule
2.10.2026 R1



Phase	Arch	Engagement	Landscape	Aquatics/ Financial Planning	Historic	Cost Estimating	Financial Planning	Phase Total
	SEA	JLA	Lango Hansen	Cousilman Hunsaker	HRA	KJF	ECOnorthwest	
Aquatics								
Project Initiation and Background	\$13,120	\$4,176	\$800	\$6,000	N/A	\$1,000	N/A	\$ 25,096
Stakeholder and Community Engagement	\$6,800	\$20,483	\$1,440	N/A	N/A	N/A	N/A	\$ 28,723
Community Needs and Market Gap	\$5,120	\$160	N/A	\$4,500	N/A	N/A	N/A	\$ 9,780
Program Development and Spatial Planning	\$20,320	N/A	\$280	\$4,000	N/A	N/A	N/A	\$ 24,600
Concept Design Development (Site Selection)	\$4,880	N/A	N/A	N/A	N/A	N/A	N/A	\$ 4,880
Concept Design Development	\$36,680	N/A	\$8,200	\$11,500	N/A	N/A	N/A	\$ 56,380
Cost Estimation	\$3,800	N/A	\$640	\$3,000	N/A	\$9,750	N/A	\$ 17,190
Operational and Financial Planning	\$4,280	N/A	N/A	\$14,500	N/A	N/A	N/A	\$ 18,780
Final Concepts and Reporting	\$16,400	\$387	\$640	\$6,500	N/A	\$1,250	N/A	\$ 25,177
Aquatics Subtotal	\$111,400	\$25,206	\$12,000	\$50,000	\$0	\$12,000	\$0	\$ 210,606
EOT								
Project Initiation and Background	\$11,280	\$4,176	\$1,400	N/A	\$4,979	\$1,000	\$2,320	\$ 25,155
Stakeholder and Community Engagement	\$4,940	\$20,483	\$2,400	N/A	\$3,563	N/A	N/A	\$ 31,386
Program Development and Spatial Planning	\$24,000	\$160	\$320	N/A	\$6,534	N/A	\$395	\$ 31,409
Concept Design Development	\$27,180	N/A	\$13,360	N/A	\$1,878	\$1,300	N/A	\$ 43,718
Cost Estimation	\$3,420	N/A	\$640	N/A	N/A	\$9,635	N/A	\$ 13,695
Operational and Financial Planning	\$3,040	N/A	N/A	N/A	N/A	N/A	\$14,145	\$ 17,185
Final Concepts and Reporting	\$10,240	\$387	\$1,120	N/A	\$1,416	\$3,705	\$5,890	\$ 22,758
EOT Subtotal	\$84,100	\$25,206	\$19,240	\$0	\$18,370	\$15,640	\$22,750	\$ 185,306
Subtotal Fee	\$ 195,500	\$ 50,412	\$ 31,240	\$ 50,000	\$ 18,370	\$ 27,640	\$ 22,750	\$395,912
Subtotal Reimbursables (est)	\$ 1,000	\$ 1,620	\$ 100	\$ 1,000	\$ 100	\$ 100	\$ 100	\$4,020
TOTAL FEE (incl reimb)	\$ 196,500	\$ 52,032	\$ 31,340	\$ 51,000	\$ 18,470	\$ 27,740	\$ 22,850	\$ 399,932

Electronic Document Release

Date

Project

Recipient

Transmitter **Scott Edwards Architecture, LLP**

Transmitter agrees to issue to the Recipient, the Recipient's consultants, vendors, contractors and/or others as may be warranted to facilitate the completion of the Project, plans, specifications, data, reports, or other information in modifiable digital media (electronic documents) for the Recipient's convenience and use to provide design or construction related services to the Project. Transmitter provides access to digital project data to facilitate the transfer of information with organizations that the Transmitter interacts with in the conduct of its business. This digital project data may be delivered by a variety of mechanisms including email, CD/DVD, website download, and through such other media or mechanisms as may be available. Access to this material is provided subject to certain conditions and understandings and by downloading any electronic documents received from the Transmitter, downloading party hereby agrees to the following terms:

- .1 All digital project data being made available is proprietary information of the Transmitter, or invited project team members or clients. This information is to be treated as confidential and is not to be disclosed to or shared with others without the express prior written consent of the Transmitter. The inclusion of Building Information Models (BIM), if any, does not grant permission for any unauthorized uses of the Building Information Models. The use of digital project data is restricted to the original project for which it was prepared and is to be used only as an aid to the successful completion of that project.
- .2 Recipient acknowledges that the electronic documents were not developed to assist Recipient with Recipient's services or work. Recipient accepts that the form, format or content of the Electronic Documents may not be suitable for Recipient's intended use. Recipient accepts all risk associated with the form, format, or content of the electronic documents.
- .3 The project data is being provided in digital form solely for the Recipient's convenience. This does not eliminate or reduce the Recipient's responsibility to verify any information relevant to Recipient's work and responsibilities on the project.
- .4 Transmitter makes no representation with regard to the compatibility of electronic documents with the Recipient's software and hardware. Recipient acknowledges and accepts all risks associated with software or hardware incompatibility.
- .5 Prior to issuing electronic documents, the Transmitter may remove or obliterate its name, title block and any professional seals and certifications from same.
- .6 **Recipient shall not distribute or release the electronic documents to any party that has not provided the Transmitter with an executed Electronic Document Release complying with these conditions.**
- .7 Transmitter shall use Autodesk AutoCAD (Computer-Aided Design) or Revit Building Information Modeling ("BIM") as a design tool only. The CAD file or BIM model shall not be a Construction Document. Construction Documents shall be delivered by the Transmitter as a traditional two-dimensional set of plans. Transmitter shall share its CAD file or BIM model with the Recipient for their convenience subject to these conditions.

Recipient agrees that its receipt and use of Electronic Documents is subject to the conditions of this Electronic Document Release, and Recipient agrees to those conditions.

 Recipient (Signature)

 Printed Name & Title



CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	February 18, 2026
From:	Scott Archer, Parks and Recreation Director Thomas Kissinger, Assistant Parks and Recreation Director		

SUBJECT:

Item 7.e. - Intergovernmental Agreement between Metro and Oregon City for the use of 2019 Parks and Nature Bond Measure Local Share Funds

STAFF RECOMMENDATION:

Staff recommend approval of the Intergovernmental Agreement between Metro and Oregon City for the use of 2019 Parks and Nature Bond Measure Local Share Funds.

EXECUTIVE SUMMARY:

This intergovernmental agreement between Metro and Oregon City sets terms and conditions for the use of Local Share Bond Funds by Oregon City Parks and Recreation.

Through the 2019 Metro Parks and Nature bond measure, each local parks provider receives a proportionate share of Local Share Bond funds for use in developing parks, natural areas, and related projects that meet the criteria of the bond. Oregon City has been allocated \$1,914,446.00 of Local Share Bond Funds. Approval of this agreement constitutes approval of the full Local Share Bond Fund allocation, as well as the first project outlined in Attachment A. Future projects will be added to this agreement via addenda that are presented to City Commission for review and approval.

Through robust community engagement with the Parks and Recreation Advisory Committee (PRAC) and local neighborhood associations (Gaffney Lane and Hillendale-Tower Vista), a project at Wesley Lynn Park was developed and refined to fit the criteria of Local Share funding. This project was also developed with significant input from the Parks and Cemetery Division's maintenance staff to ensure the planned development is not creating unnecessary maintenance burdens. This project would be Oregon City's first Local Share project. The project restores and protects critical habitat at Wesley Lynn Park through development of new fencing, habitat, and stormwater infrastructure that prevents off-leash dogs and pet waste from entering sensitive wetlands and habitat areas. The total project area is approximately 2.7 acres that is currently utilized as an unfenced off-leash dog area. At the conclusion of this project, this site will be significantly improved with new fencing to prevent dogs from entering habitat areas; accessible pathways and amenities; seating and shelters; and habitat restoration. Native plantings and trees will be incorporated throughout the project to increase shade and expand habitat, while reducing maintenance related to mowing this open field.

\$105,000 was originally budgeted in the FY25-27 biennial budget for this project. This figure represented estimated costs for a more simplified and smaller site plan. Community

engagement identified several community needs that increased the overall project cost estimates. We consistently heard that bigger is better; the community desired accessible pathways that connected to this area from a variety of direction; and that stormwater improvements were desired to improve drainage and increase usage. A majority of these increased costs are eligible for Local Share funding. A small portion of the project scope was deemed ineligible for Local Share, but would be eligible for funding using Parks SDCs. These SDC-funded items are included as "Add Alternates" to the project and could be removed without affecting the overall project itself. We are also exploring sponsorship or fundraising opportunities to help pay for some of these Add Alternates.

A contract with Lango Hansen landscape architects related to this project is also on the February 18th consent agenda. This contract is directly tied to approval of the Metro Local Share agreement. If City Commission were to deny or modify this agreement, there may be a need to deny or modify the contract with Lango Hansen as well.

BACKGROUND:

The electors of Metro approved Ballot Measure 26-203 on November 5, 2019 (the "Measure") authorizing Metro to issue \$475 million in general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife. The Measure provides that Metro distribute \$92 million of bond funds to local government park providers to protect land, restore habitat, and build and care for parks that connect people to nature in local communities.

After voters approved the Measure, Metro developed the Local Share Handbook. The Handbook contains the requirements that each eligible park provider must follow to receive its respective proportionate share of Local Share Bond Funds. The Handbook requires park providers to apply consistently the community engagement, racial equity, and climate resilience criteria. The Handbook also provides a process for Metro to distribute bond funds to park providers consistent with the Measure guidelines. Metro may amend the Handbook with reasonable notice to, and feedback from, park providers.

Oregon City is a local government jurisdiction designated to receive \$1,914,446.00 of Allocated Bond Funds. In accordance with the Handbook, Oregon City has completed the Handbook's submittal process, including formal identification of a project or projects. Metro has determined that Oregon City may use Local Share Bond Funds to pay for project-related costs pursuant to this Agreement.

Approval of this agreement represents approval of both the total dollar amount (\$1,914,446.00) of Allocated Bond Funds AND approval of the currently approved project at Wesley Lynn Park, as outlined in the attached agreement. Future projects using Allocated Bond funds will be added through addenda to this agreement, upon completion of the Handbook's submittal process for the projects.

OPTIONS:

1. Approve Intergovernmental Agreement between Metro and Oregon City for the use of 2019 Parks and Nature Bond Measure Local Share Funds.

2. Approve Intergovernmental Agreement between Metro and Oregon City for the use of 2019 Parks and Nature Bond Measure Local Share Funds with Amendments.
3. Deny Intergovernmental Agreement between Metro and Oregon City for the use of 2019 Parks and Nature Bond Measure Local Share Funds and provide further direction.

BUDGET IMPACT:

Amount	\$455,518.00
Fiscal Year(s):	FY25-26; FY26-27
Funding Source(s):	Metro Local Share (\$368,196.54) and Parks SDCs (\$87,321.46)
Included in Approved Budget:	Yes, but requires a supplemental budget adjustment for full project

Metro Contract No.

INTERGOVERNMENTAL AGREEMENT
Metro – Oregon City

This Intergovernmental Agreement (this "Agreement") dated effective as of the last day of signature set forth below (the "Effective Date"), is entered into under the provisions of ORS chapter 190 by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter ("Metro"), and Oregon City("Park Provider") (each a "Party" or together the "Parties").

BACKGROUND

The electors of Metro approved Ballot Measure 26-203 on November 5, 2019 (the "Measure") authorizing Metro to issue \$475 million in general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife. The Measure provides that Metro distribute \$92 million of bond funds to local government park providers to protect land, restore habitat, and build and care for parks that connect people to nature in local communities.

After voters approved the Measure, Metro developed the Local Share Handbook. The Handbook contains the requirements that each eligible park provider must follow to receive its respective proportionate share of Local Share Bond Funds. The Handbook requires park providers to apply consistently the community engagement, racial equity, and climate resilience criteria. The Handbook also provides a process for Metro to distribute bond funds to park providers consistent with the Measure guidelines. Metro may amend the Handbook with reasonable notice to, and feedback from, park providers.

Park Provider is a local government jurisdiction designated to receive \$1,914,446.00 of Allocated Bond Funds. In accordance with the Handbook, Park Provider has completed the Handbook's submittal process, including formal identification of a project or projects. Metro has determined that Park Provider may use Local Share Bond Funds to pay for project-related costs pursuant to this

Agreement.

In Metro Resolution No. 21-5201, the Metro Council adopted a form of this Agreement, and authorized the Metro Chief Operating Officer to execute all agreements and amendments with park providers. The Parties now desire to enter into this Agreement to provide the terms and conditions under which Metro will provide a portion of the Allocated Bond Funds to Park Provider. Capitalized terms are defined within each section or in Section 27.

AGREEMENT

1. Identified Local Share Projects

1.1 Project List. Park Provider has identified a project or projects on which to spend a portion of Park Provider's Allocated Bond Funds. The Project List, attached as Attachment A to this Agreement, describes the projects. Park Provider's governing body has approved the projects on the Project List and Metro has determined during the Submittal Process that the projects meet the program requirements set forth in the Handbook and the Measure.

1.2 Addition of a Project. The Parties expect Park Provider may identify new projects to add to the Project List after the Effective Date of this Agreement. Park Provider may add projects to the Project List only if Park Provider's governing body has approved the projects and Metro has determined, during the Submittal Process, that the projects meet the program requirements set forth in the Handbook and the Measure. The Parties must amend this Agreement to add to the Project List before Metro will fund any additional projects identified after the Effective Date of this Agreement.

1.3 Removal of a Project. Park Provider may remove a project from the Project List by providing written notice informing Metro of Park Provider's determination that the project has become degraded, cost prohibitive, or otherwise unfeasible, is no longer in the best interest of the Park Provider, can be accomplished for less funds than estimated, or can be funded through other sources. Park Provider may then transfer the Allocated Bond Funds from the removed project to an existing project or a new project approved in accordance with Section 1.2 above.

2. Limitations of Funding

2.1 Payment and Use of Allocated Bond Funds. Metro will provide the Allocated Bond Funds to Park Provider on a project-by-project basis. The total amount of Allocated Bond Funds Metro provides

may not exceed the project cost for a particular project. Metro has no obligation under this Agreement other than for the payment of Allocated Bond Funds on a project-by-project basis, as described in Attachment B to this Agreement. Park Provider will use the Allocated Bond Funds it receives only for the purposes specified in this Agreement.

2.2 Local Funds and Leverage. Park Provider may not use Allocated Bond Funds to replace local funds on projects. When possible, Park Provider should use Allocated Bond Funds to leverage other sources of revenue.

2.3 Capital Costs. The Local Share Bond Funds are tax-exempt general obligation bond proceeds and may be used only to pay for expenditures that are Capital Costs. As required by law, and based on Park Provider's own financial and accounting policies, Park Provider must spend all Allocated Bond Funds disbursed by Metro only on Capital Costs. Park Provider may not use Allocated Bond Funds for any Capital Costs incurred before April 30, 2020.

2.4 Capped Project Costs. Park Provider may use Allocated Bond Funds for administrative Capital Costs, including staff costs and Overhead and Indirect Costs, up to a maximum of ten percent (10%) of the total Project Cost for each project. Metro will apply the 10% cap on a project-by-project basis and each Park Provider will be responsible for tracking and accounting for its costs to ensure compliance with the 10% cap. For example, if the total cost of a project is \$100,000 but the Project Cost is \$50,000, the amount of eligible Capped Project Costs for that project is \$5,000.

3. Real Property Acquisitions Requirements

3.1 General. To be eligible for funding under this Agreement, projects that involve the acquisition of real property interests are Acquisition Projects and must comply with the following requirements:

- A. Park Provider must hold title to the property in Park Provider's name;
- B. Park Provider must acquire the property interest from willing sellers and Park Provider may not exercise any powers of eminent domain;
- C. Park Provider must obtain an MAI appraisal (subject to no extraordinary assumptions) of the property in compliance with USPAP standards, and federal and ODOT right-of-way acquisition

standards, if necessary, to confirm that the price paid by Park Provider does not substantially exceed the appraised fair market value; and

D. Park Provider must perform commercially reasonable due diligence, including, but not limited to, title reviews and environmental site assessments, to confirm there are no encumbrances, conditions or other issues that would materially restrict Park Provider's use of the property for a Bond Required Use.

3.2 Acquisition Project Payment Requests. Park Provider will request payment of funds for all Acquisition Projects in accordance with the procedures set forth in the Payment Request Requirements attached as Attachment B to this Agreement.

3.3 Post-Acquisition Limitations on Sale and Use. Park Provider must maintain all real property and improvements acquired by Park Provider with Allocated Bond Funds for one or more of the Bond Required Uses. Park Provider may not sell or otherwise authorize the use of such property other than as a Bond Required Use unless Park Provider complies with all of the Post-Acquisition Restrictions set forth on Attachment C.

4. Capital Construction Projects: Requirements

4.1 General. All Construction Projects must be an improvement to real property owned by a State or local government as required by 26 CFR § 1.103-1.

4.2 Construction Project Payment Requests. Park Provider will request payment of funds for all Construction Projects in accordance with the procedures set forth in the Payment Request Requirements attached as Attachment B to this Agreement.

4.3 Equity In Contracting, Workforce Diversity, Construction Pathway Careers Requirements. For all Construction Projects, Park Provider will comply with the Equity in Contracting, Workforce Diversity, and Construction Career Pathways Requirements for grants identified by Metro, as described in Attachment D.

4.4 Post-Construction Limitations on Sale and Use. Park Provider may not sell or otherwise authorize use of buildings or improvements funded pursuant to this Agreement unless the sale or use complies with all of the Post-Construction Restrictions set forth in Attachment C.

4.5 Notice of Material Changes. Park Provider will notify Metro of any events during construction that materially affect the Construction Project, including, without limitation (1) extensions to the Project schedule of more than 60 days, (2) increases to the total project cost of more than 10%, (3) any notices of default issued by Park Provider or other project lenders, or (4) any potential or current problems or challenges that could pose a risk to the Construction Project. Park Provider will provide Metro with any additional information Metro reasonably requests related to such events.

4.6 Third Party Indemnification. If Park Provider obtains an indemnification agreement from any third-party developer or general contractor for a project, Park Provider will contractually require such party to indemnify Metro to the same extent as the party indemnifies Park Provider.

5. Funding Recognition

5.1 Overall Funding Recognition Requirements. At least once during the Term of the Agreement, Park Provider will hold a public meeting with members of Park Provider's governing body, at which Park Provider will recognize Park Provider's partnership with Metro to complete Park Provider's projects. Park Provider will provide the Local Share Program Manager with written notice of such public meeting at least four (4) weeks before the scheduled event to coordinate with and allow for participation by Metro staff and elected officials.

5.2 Individual Project Funding Recognition Requirements.

A. Park Provider will (1) coordinate with Metro in selecting the date and time for any event recognizing, celebrating or commemorating any Project ground-breaking, completion, ribbon cutting or opening, and provide Metro an opportunity to participate, (2) recognize the Measure as a funding source at any such event, and (3) provide a speaking opportunity for the Metro elected official representing the district in which the project is located, if such opportunities are provided to Park Provider or other public officials.

B. Park Provider will recognize Metro and the Measure in any publications, media presentations, or other presentations relating to or describing projects receiving Allocated Bond Funds. Such project recognition will be included on on-site documentation, for example signs, and in any published final products and visual presentations, web site information, collateral materials, newsletters, and news releases.

C. At or before completion of any project, Park Provider will install signage at the project site in prominent and highly visible locations near each primary public access point or viewing access area and not located in a manner that would have a detrimental impact on any natural area view shed. The signage will acknowledge Metro's funding of the project and any other partners that have provided funding. Signage will (1) be a standard, free-standing sign provided by Metro, which Metro will make available to Park Provider upon request at no cost to Park Provider, or (2) include Metro's logo and script in other signage, with Metro's logo and script of a size in comparable proportion to the relative amount of funding provided by the Measure for the project being recognized, in relation to other agencies recognized on such signage. Metro's logo and script should not be larger than the logo and script of Park Provider. Metro will make its graphics available upon request at no charge to Park Provider.

D. When Park Provider opens the project to the public, Park Provider will plan and hold at least one community/media event to publicize the project and its relationship to the Measure. Park Provider will provide the Local Share Program Manager with written notice of such event at least four (4) weeks before the scheduled event to coordinate with and allow for participation by Metro staff and elected officials.

6. Reporting Requirements

6.1 Regular Reporting Requirements. Metro distribution of Allocated Bond Funds is conditioned on Park Provider's ongoing demonstration of progress on each project as presented through Progress Reports every six months, updates in staff to staff conferences as needed, an annual financial report, and an annual outcomes and impact report as described in Section 6.3 below. Metro may revise any report template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

A. Staff-to-Staff Conferences. Park Provider and Metro staff will confer as needed and at least every 6 months by telephone, video conference, in-person meetings, or site visits. Topics will include project progress, support needs, challenges or issues, and opportunities to share progress with the community and the Metro Council.

A. Biannual Progress Reports. By June 30 and December 31 of each fiscal year during the Term, Park Provider will provide brief updates in writing describing project status (scope, schedule budget) and identifying any issues that may delay or interfere with project completion.

Progress Reports are an opportunity for Park Provider to summarize progress, identify

successes and challenges of each project, and show that Park Provider has met the Measure goals and principles.

6.2 Annual Financial Report. On or before July 31 of each year during the Term, beginning in the year Metro first provides a disbursement of any portion of the Allocated Bond Funds to Park Provider for a project, Park Provider will prepare a financial report using a template provided by Metro. The Annual Financial Report will contain (A) an itemized list of Park Provider's expenditure of Allocated Bond Funds through the end of the applicable fiscal year and the prior fiscal year, (B) a certification from Park Provider to Metro that the Allocated Bond Funds were used only to pay for Capital Costs and the Capped Project Costs do not exceed the 10% cap described in Section 2.4, and (C) such other financial items related to this Agreement Metro requests in writing with reasonable notice to Park Provider. Metro may revise the template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

6.3 Annual Outcomes and Impacts Report. On or before July 31 of each year during the term, Park Provider will prepare a report describing outcomes and impacts using a template provided by Metro. The Annual Outcomes and Impacts Report will (A) describe each project's compliance with the Program Requirements, (B) track outcomes that have been emphasized in the Program Requirements, and (C) demonstrate the impact of investments from the Allocated Bond Funds. Metro may revise the template and will provide Park Provider with notice at least three months before requiring Park Provider to use the revised template.

7. Project Records, Audits and Inspections

7.1 Project Records. Park Provider will maintain comprehensive records and documentation relating to any project for which it seeks payment from Metro pursuant to this Agreement, including, without limitation, the establishment and maintenance of books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of any nature that Park Provider incurred or anticipated to be incurred for the performance of this Agreement (collectively, the "Project Records") in sufficient detail to permit Metro or its auditor to verify how Park Provider spent Allocated Bond Funds. Project Records includes all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models that are prepared or developed in connection with any Project and any other records necessary to clearly document:

- A. Park Provider's performance of this Agreement, including but not limited to Park Provider's compliance with this Agreement;
- B. Any claims arising from or relating to the performance of Park Provider under this Agreement or any public contract entered into by Park Provider that is related to this Agreement;
- C. Any cost and pricing data relating to this Agreement;
- D. Payments made to all suppliers, contractors and subcontractors engaged in any work for Park Provider related to this Agreement; and
- E. Any financial match or other contribution of funds from any other source relating to any project.

7.2 Maintenance of Project Records. Park Provider will maintain all fiscal Project Records in accordance with generally accepted accounting principles. Park Provider will maintain Project Records for the longer period of either (A) three (3) years after the final maturity of the bonds issued for the Local Share Bond Funds, or (B) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement and that commences within six (6) years from the date of termination of Metro's obligation to provide funds pursuant to this Agreement.

7.3 Availability of Project Records. After Metro provides Park Provider with at least seven (7) days' prior notice of its intent to examine, audit, inspect and copy Project Records, Park Provider will make Project Records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor. Park Provider will make Project Records available within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. Park Provider authorizes and permits Metro Representatives to inspect, examine, copy and audit the books and Project Records of Park Provider related to the Project, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any requirements of this Agreement. Park Provider agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and Park Provider, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process. Metro will keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of Section 7.5 below.

7.4 Costs of Audit. Park Provider agrees that if Metro's review of Project Records discloses

that Metro is owed any sum of money, other than a nominal sum, or establishes that any portion of any claim made by Park Provider against Metro is not warranted, Park Provider will pay all costs incurred by Metro in conducting the audit and inspection. Metro may withhold payment of costs under this Section from any sum that is due or that becomes due to Park Provider.

7.5 Public Records Law. All Project Records are public records subject to disclosure under Oregon Public Records Law unless otherwise exempt.

8. Project Failure, Misuse of Allocated Bond Funds and Repayment

Park Provider will use the Allocated Bond Funds strictly in accordance with the terms set forth in this Agreement. Metro will require Park Provider to repay the Allocated Bond Fund to Metro if Park Provider breaches this Agreement. If an Acquisition Project fails to close within 90 days after Metro disburses the requested funds, then, unless otherwise directed in writing by Metro, Park Provider will promptly repay to Metro the amount of the Allocated Bond Funds disbursed for the project, including any interest earned thereon. If a Construction Project does not start within 60 days after Metro disburses funds, then, unless otherwise directed in writing by Metro, Park Provider will promptly repay to Metro the amount of the Allocated Bond Funds disbursed for the project, including any interest earned thereon. If a project is no longer used for a Bond Required Use or in compliance with the terms set forth in this Agreement, Park Provider will promptly repay the amount of Allocated Bond Funds disbursed for the project. Park Provider acknowledges and expressly affirms its repayment obligations set forth in this Section even if such failure is through no fault of Park Provider.

9. Term; Termination

9.1 Term. This Agreement terminates December 31, 2035. The parties may agree to one extension of the Agreement, not to exceed two years. After termination of the Agreement, Metro will reallocate any funds Park Provider did not spend. The provisions of Sections 3.3, 4.4, 5, 7, 8, 12 and 14 will survive the completion of any project. Notwithstanding the foregoing, all terms of this Agreement will terminate on December 31, 2050.

9.2 Termination for Cause.

A. Metro may terminate this Agreement, in full or in part, at any time during the Term of this Agreement if Metro reasonably determines that Park Provider has failed to comply with any provision of

this Agreement and is therefore in default. Upon such termination, Metro may immediately withhold or suspend future distributions of Allocated Bond Funds in addition to any other rights and remedies set forth herein or available at law or in equity.

B. Metro will promptly document such default and notify Park Provider in writing of Metro's determination as required in Section 9.2(C) below. Notwithstanding any termination for cause, Park Provider will be entitled to receive payments for any work completed or for which Park Provider was contractually obligated on the date that Metro provided written notice of default, except that Metro will not be obligated to make any payment other than for work specifically provided for in this Agreement.

C. Before termination for cause, Metro will provide Park Provider with written notice of default that describes the reason(s) that Metro has concluded that Park Provider is in default and includes a description of the steps that Park Provider must take to cure the default. Park Provider will have 90 days from the date of the notice of default to cure the default, or a longer period that Metro may specify in its written notice (the "Cure Period"). If Park Provider does not cure the default within the Cure Period, Metro may terminate all or any part of this Agreement. Metro will notify Park Provider in writing of the reasons for the termination and the effective date of the termination, which will not be earlier than 90 days from the date of the notice of default. Park Provider will be entitled to receive payments for any work completed, including any contractual obligations entered, after the date of the notice of default and before the date that Metro provided written notice of termination, provided that such work or contractual obligations were undertaken by Park Provider in a good faith effort to comply with one of the steps to cure the default described by Metro in the notice of default, except that Metro will not be obligated to make any payment other than for work specifically provided for in this Agreement.

D. Park Provider will be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default.

E. If, after notice of termination, Metro agrees or a court finds that Park Provider was not in default or that the default was excusable, including but not limited to, a labor strike, fire, flood, epidemics, quarantine restrictions, freight embargoes, or other event that was not the fault of, or was beyond the reasonable control of Park Provider, Metro will allow Park Provider to continue work, or both Parties may treat the termination as a joint termination for convenience whereby the rights of Park Provider will be as provided in Section 9.3 below.

9.3 Joint Termination for Convenience. Metro and Park Provider may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision will be effective only upon a mutual, written termination agreement signed by both Metro and Park Provider. Within 30 days after termination pursuant to this provision, Park Provider will submit an itemized invoice for all unreimbursed project work completed before the effective date of termination, provided that Metro will not be obligated to make any payment other than for work specifically provided for in this Agreement. Metro will not be liable for any costs invoiced later than 30 days after termination; provided, however, that Metro may reimburse additional costs, at Metro's sole discretion, if Metro reasonably determines that the delay was due to factors beyond Park Provider's control.

10. Dispute Resolution

The Parties will negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties will attempt to settle any dispute through mediation. The Parties will attempt to agree on a single mediator. The cost of mediation will be shared equally. If the Parties agree on a mediator, the mediation must be held within 60 days of selection of the mediator unless the Parties otherwise agree. If the Parties cannot agree on a mediator, or the matter is not settled during mediation, the Parties will have all other remedies available at law or in equity.

11. Public Contracting Provisions; Compliance with Law

11.1 Public Contracting Provisions. Park Provider is solely responsible for ensuring that all projects receiving Allocated Bond Funds comply with prevailing wage rate law, as applicable, and with applicable provisions of ORS chapters 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon. Park Provider and all employers working under this Agreement are subject employers that will comply with ORS 656.017.

11.2 Compliance with Law. Park Provider will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to its investment and expenditure of the Allocated Bond Funds. No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity

funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act.

12. Indemnification; Limitation on Liability

12.1 Indemnification. Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, Park Provider will indemnify, defend, and hold harmless Metro, its elected officers and employees, from and against any and all liabilities, claims, demands, damages, actions, costs, penalties, losses and expenses (including any attorney's fees in defense of Metro or any attorney's fees incurred in enforcing this provision) suffered or incurred as a result of third-party claims arising out of Park Provider's performance of this Agreement or resulting in whole or in part from any act, omission, negligence, fault or violation of law by Park Provider, its officers, employees, agents, and contractors. This indemnity provision does not apply to third-party claims resulting from the sole negligence or willful misconduct of Metro.

12.2 Limitation on Liability. In no event will either Party be liable to the other for, and each Party releases the other from, any liability for special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement, however caused, whether or not arising from a Party's sole, joint or concurrent negligence.

13. Oregon Law; Forum

This Agreement is to be construed according to the laws of the State of Oregon. Any litigation between Metro and Park Provider arising under this Agreement will occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

14. Oregon Constitution and Tax Exempt Bond Covenants

Park Provider acknowledges that Metro's source of funds for the Local Share Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution, and that certain interest paid by Metro to bond holders is currently exempt from federal and Oregon personal income taxes. Park Provider covenants and agrees that (A) it will take no actions that would jeopardize

Metro's general obligation bond levy as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules, and (B) it will use all Allocated Bond Funds disbursed hereunder to pay for or reimburse costs that are of a type that are properly chargeable to a Capital Cost (or would be so chargeable with a proper election) to comply with the Oregon Constitution and other applicable laws with respect to the permitted expenditure of general obligation bond proceeds. If Park Provider breaches these covenants, Park Provider will undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursement of Metro for any projects funded under this Agreement.

15. Notices

Any notices permitted or required by this Agreement, other than payment requests required pursuant to Attachment B, must be in writing to the addresses set forth below and will be deemed given upon (A) personal service, (B) deposit in the United States Mail, postage prepaid, (C) deposit with a nationally recognized overnight courier service or (D) by email delivery, if sent on a business day between the hours of 7:00am and 6:00pm Pacific Time. All such notices will be deemed received as follows (A) upon personal service, (B) three days after deposit in the US Mail, postage prepaid, (C) one day after deposit with a nationally recognized overnight courier service or (D) on the date of delivery of the email, provided that the email is sent on a business day during the hours stated above, or on the next business day if the email is sent outside of the hours stated above.

Park Provider's Designated Representative(s):

Attn: Thomas Kissinger
Jurisdiction: Oregon City
Address: 500 Hilda Street, Oregon City, OR 97045
Phone: (optional, do not use personal no.s)
Email: tkissinger@orccity.org

Metro's Designated Representatives:

Attn: Local Share Program Manager, Antonia Machado
Metro Regional Center
600 NE Grand Avenue
Portland, OR 97232

Email: antonia.machado@oregonmetro.gov

with copy to:

Office of Metro Attorney
600 NE Grand Avenue
Portland, OR 97232
Email: michelle.bellia@oregonmetro.gov

The parties may change the addresses by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the Party for whom it is intended. Telephone numbers are for information only.

16. Assignment; Entire Agreement; Merger; Waiver

This Agreement is binding on each Party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by Park Provider without Metro's written consent, which may be withheld in Metro's sole discretion. This Agreement and attachments, exhibits and schedules constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure to enforce any provision of this Agreement does not constitute a waiver by either Party of that or any other provision. Any waiver of any breach is not a waiver of any succeeding breach or a waiver of any provision.

17. Amendment

The Parties may not waive, alter, modify, supplement or amend this Agreement except by written amendment signed by both Parties.

18. No Third Party Beneficiaries

Park Provider and Metro are the only parties to this Agreement and are the only parties entitled to enforce its terms and the sole beneficiaries. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons any greater than the right and benefits enjoyed by the general public.

19. Relationship of Parties

Nothing in this Agreement nor any acts of the Parties hereunder will be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture or any association between any Park Provider and Metro. Furthermore, Metro will not be considered the owner, contractor or the developer of any project funded with Allocated Bond Funds. This Agreement is not intended to be a contract that provides for the development or construction of any project, either directly with a construction contractor or through a developer. Metro specifically waives any provision contained in this Agreement, to the extent it is construed to provide Metro the right to manage, direct or control the developer, general contractor or the subcontractors. The rights and duties of any developer, the general contractor and the subcontractors are the subject of a separate contract or contracts with Park Provider to which Metro is not a party. Park Provider waives and releases Metro from any claims and actions related to the construction, operation, repair, or maintenance of any project.

20. Other Agreements

This Agreement does not affect or alter any other agreements between Metro and Park Provider.

21. Further Assurances

Each of the Parties will execute and deliver any and all additional papers, documents, and other assurances, and will do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement and to carry out the intent and agreements of the Parties.

22. No Attorney Fees

Except as otherwise set forth in Section 12.1 of this Agreement, in the event any arbitration, action or

proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each Party will be responsible for its own attorneys' fees and expenses.

23. Limitations

This Agreement is expressly subject to the limitations of the Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provision of this Agreement that conflicts with the above-referenced laws are deemed invalid and unenforceable.

24. Severability

If any term or provision of this Agreement is held invalid or unenforceable by a court order or judgment, the validity of the remaining provisions are not affected.

25. Counterparts; Electronic Execution

This Agreement may be executed in counterparts, each of which, when taken together, constitute fully executed originals. Electronic signatures, including e-mail or other digital signatures, operate as original signatures with respect to this Agreement.

26. Authority

Park Provider and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by Park Provider and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for Park Provider and Metro, respectively. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

27. Definitions

Acquisition Project means projects that involve the acquisition of real property.

Allocated Bond Funds means the total bond proceeds to be distributed by Metro to Park Provider under this Agreement.

Bond Required Use means a property is used for one or more of the following uses: (1) to protect water

quality, fish wildlife habitat, natural areas, (2) to connect people to parks and nature, (3) as a local or regional trail, or (4) as an environmental educational facility.

Capital Costs means qualified capital costs, consistent with the Oregon Constitution and federal tax law, that are capitalizable under Generally Accepted Accounting Principles (GAAP) and under general federal income tax principles and may include the costs of real property acquisition and/or capital construction and improvements to real property.

Construction Projects means all projects that are not Acquisition Projects and involve (A) construction of buildings and other improvements, (B) habitat restoration or habitat connectivity enhancements, (C) maintaining or developing public access facilities at public parks and natural areas, (D) design and construction of local or regional trails, or (E) enhanced or new learning/environmental educational facilities by Park Provider.

Handbook means the Local Share Handbook that includes requirements for each eligible local government park provider to receive its proportionate share of the Local Share Bond Funds.

Local Share Bond Funds means the \$92 million of bond proceeds to be distributed by Metro to local government park providers.

Overhead and Indirect Costs means costs whose benefits are not readily identifiable for a specific project but are necessary for the execution of each project.

Project Cost means the amount of Allocated Bond Funds Metro approved for each project.

Project List means the projects identified by Park Provider and eligible for Local Share Bond Funds.

ATTACHMENTS:

- Attachment A: Projects List
- Attachment B: Payment Request Requirements
- Attachment C: Post-Acquisition and Post-Construction Restrictions on Sale and Use
- Attachment D: Equity in Contracting, Workforce Diversity, Construction Career Pathways Requirements

The Parties have executed this Agreement as of the Effective Date.

Metro

Oregon City

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
Projects List

PROJECT #1

A. LOCAL SHARE PARK PROVIDER NAME: Oregon City

B. PROJECT DETAILS:

1. **Project Name:** Wesley Lynn Habitat Restoration and Wetland Improvements
2. **Project Contact Information:** Thomas Kissinger, tkissinger@orccity.gov
3. **Project Description:** This project restores and protects approximately 0.65 acres of critical wetland and bioswale habitat at Wesley Lynn Park. The 2.7-acre project area includes approximately 0.5 acres of wetland and 0.15 acres of bioswale that function as part of the City's stormwater infrastructure. Currently, unrestricted access from the adjacent off-leash dog area allows dogs to regularly enter and disturb these sensitive habitats, degrading their ecological function and allowing pollutants from dog waste to compromise water quality.
4. **Project Location:** 12901 Frontier Parkway - Wesley Lynn Park
5. **Acquisition Project OR Construction Project:** Construction project
6. **Stabilization Plan for Land Acquisitions:** N/A

C. PROJECT MEETS FOLLOWING APPLICABLE PROGRAM REQUIREMENTS:

1. **Local Share Investment Category:** Fish and wildlife habitat restoration and/or habitat connectivity; Maintaining or developing public access facilities at public parks and natural areas
2. **Local Share Criteria:** Park provider selected one or more specific local share criteria, articulated how project meets them and connected these criteria to the project description. Please refer to Local Share project application (Exhibit 1) submitted by Oregon City..
3. **Climate Resilience Criteria:**
Park provider selected one or more specific climate resilience criteria, articulated how project meets them and connected these criteria to the project description. Please refer to Local Share project application (Exhibit 1) submitted by Oregon City.
4. **Community Engagement and Racial Equity Criteria:**
Park provider met meaningful engagement criteria and made a good faith effort to engage members of historically marginalized communities. Please refer to Local Share project application (Exhibit 1) submitted by Oregon City.
5. **Strategies for avoiding gentrification/displacement:**
Park provider identified demographics of community in vicinity of project. Park provider described anti-displacement strategies its agency use or it will employ to mitigate impacts on at-risk communities. Please refer to Local Share project application (Exhibit 1) submitted by Oregon City.

D. PROJECT REQUIREMENTS: The Project will comply with the following (collectively referred to as the "Project Requirements"):

1. Project Budget:

- a. Amount of Allocated Bond Funds Requested (“**Project Cost**”): \$ 368,196.54
- b. Description of other Project Funding: Leveraged funds in the amount of \$87,321.46
- c. Total Project Budget: \$455,518.00

2. Project Timeline:

(For details on specific timeline items, see Scope of Work section of Exhibit 1)

Phase 1: Continued community outreach, construction documentation, and permitting

- Attend neighborhood association meeting, PRAC meeting, City Commission to discuss project and obtain approvals.
- Begin construction permitting process with Oregon City Planning and all relevant agencies.

Expected completion date: January 2026

Phase 2: Finalize construction documentation and permitting. Prepare bidding documents.

- Finalize construction documentation and receive permit approvals.
- Prepare and finalize bidding documents for release

Expected completion date: March 2026

Phase 3: Bidding and Contracting

- Release ITB for project.
- Hold public bid opening
- Finalize contract for project and receive contract approval from City Commission

Expected completion date: May 2026

Phase 4: Construction

- Pre-construction meetings/ Scheduling
- Construction – Estimate of 3 weeks

Estimated completion date: July 2026

Phase 5: Open to Public/ Project Closeout

- Open site to public
- Project closeout meeting

Estimates completion date: September 2026

3. Payment schedule based on project milestones:

(For details on how to request payment and report financials, see Attachment B)

a. Phase 1-3

No deliverable required before payments made on phases 1-3.

b. Phase 4: Construction

No deliverable required from Phase 4 before moving into payments for phase 5

c. Phase 5: Open to Public/ Closeout

Deliverable: At completion of project the final close-out report must be submitted. As outlined in Attachment B of this exhibit, Metro may withhold up to 10% of the project costs until the receipt and approval of the final report.

ATTACHMENT B
Payment Request Requirements

ACQUISITION PROJECT PAYMENT REQUEST PROCEDURES:

- A. **General:** For all Acquisition Projects, Metro will disburse funds in the amount of the final purchase price and closing costs up to the Project Cost at the time of expenditure directly to the seller through an escrow account with a title company to be held until the closing of the transaction. Disbursements for all other Capital Costs related to Acquisition Projects will be made by Metro on a reimbursement basis in accordance with the Reimbursement Request process for Construction Projects described above.
- B. **Each Acquisition Project Funding Request must include:**
1. A completed Requisition Certificate for Release of Funds on a form provided by Metro, signed by an authorized representative of Park Provider which certifies Park Provider has complied with (i) all Acquisition Project requirements set forth in Section 3 of the Agreement and (ii) all Program Requirements and Project Requirements set forth in **Attachment A** of the Agreement.
 2. A closing statement that details the price of the property and all related closing costs.
 3. Wiring instructions or other instructions related to the transmittal of funds to the title company escrow account.

Park Provider must submit the information through Metro's online system (ZoomGrants). Sensitive documents may be sent via other means to be arranged with the Local Share Program Manager. If Park Provider cannot submit Requisition Certificate through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Local Share Program Manager.

- C. **Upon Metro's receipt of an Acquisition Project Funding Request:** Metro's Local Share Program Manager will review the submitted documents to confirm compliance with the Submittal Process, or request additional information from Park Provider as needed. Metro will transfer funds to the escrow account within five (5) business days after receipt of all necessary documents from Park Provider.

CONSTRUCTION PROJECT PAYMENT REQUEST PROCEDURES

A. Final Approval of Construction Project

1. Park Provider's request for Final Approval of a Construction Project must include general project information, including a project narrative, finalized sources and uses information, a draft project site/design plan, a final construction contract schedule of values, and any other information Metro determines is necessary.
2. Metro will issue a final approval of the project to Park Provider upon Metro's determination that the project is consistent with this Agreement and the Local Share Handbook.

B. Initial Advance Requests

1. **General:** Following Metro's Final Approval of the Construction Project, Park Provider may request disbursement of a portion of its Allocated Bond Funds from Metro. Metro may, at its discretion, advance a portion of the projected budget not exceeding 30% of the Project Costs for each approved Construction Project if Metro determines that (a) Park Provider has completed all plans and specifications; (b) all applicable permits and construction contracts are in place; and (c) construction will begin within 60 days of the date of the Initial Advance Request. To receive a disbursement of the Initial Advance, Park Provider must receive final approval from Metro of any changes to the Construction Project.
2. **Initial Advance Request form:** Park Provider must complete an Initial Advance Request form, provided by Metro and signed by Park Provider's authorized representative, certifying the Project information Park Provider provided to Metro in connection with its request for Final Approval has not changed or been modified in any material way.
3. **Initial Advance Request information:** Park Provider must submit the information through Metro's online system (ZoomGrants).

If Park Provider cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Local Share Program Manager.

4. **Metro payment of Initial Advance Request:** Metro's Local Share Program Manager will review the submitted documents and recommend approval for payment to the Program Director or request additional information from Park Provider as needed. Metro will disburse funds within forty-five (45) days of receiving all necessary documents. Metro will reimburse Park Provider by electronic funds transfer (via Automated Clearing House) or check.

C. Reimbursement Requests

1. **General.** After using all of the Initial Advance, Park Providers must seek reimbursement for additional Capital Costs incurred in arrears up to the total Project Cost. Park Providers must provide proof of payment of the Initial Advance before requesting additional reimbursement payments. Park Providers may seek reimbursement as frequently as once per quarter. At a minimum, Park Providers must submit a Reimbursement Request at least once a year.
2. **Each Reimbursement Request must include:**
 - a. Proof of payment of the Initial Advance until such time as the advance has been fully reported and spent down.
 - b. A Request for Reimbursement itemized statement of expenses for each Construction Project showing a schedule of charges being submitted for reimbursement including the name of the vendor or person who was paid, description of charge and amount. The schedule of charges should list which costs are or are not subject to the Capped Capital Costs and indicate with which

budget category from the project submission the expense corresponds. The total on the itemized statement should match the amount indicated on the Requisition Certificate for Release of Funds.

- c. A completed Requisition Certificate for Release of Funds on a form provided by Metro, signed by an authorized representative of Park Provider certifying:
 - i. Compliance with all Construction Project requirements set forth in Section 4 of the Agreement;
 - ii. Compliance with all Program Requirements and Project Requirements set forth in **Attachment A** of the Agreement;
- d. Park Provider submit the information through Metro's online system (ZoomGrants).
If Park Provider cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Local Share Program Manager.

3. Metro payment of Reimbursement Request: : Metro's Local Share Program Manager will review the submitted documents and recommend approval for payment to the Program Director or request additional information from Park Provider as needed. Metro will disburse funds within forty-five (45) days of receiving all necessary documents. Metro will reimburse Park Provider by electronic funds transfer (via Automated Clearing House) or check.

4. Retainage. Metro may withhold not more than ten percent (10%) of the Project Costs until Metro approves Park Provider's final close-out report.

5. Final payments: Metro will release final payments at the close of each project following receipt and formal acceptance of project close-out report by Metro staff.

ATTACHMENT C
Post-Acquisition and Post-Construction Restrictions On Sale and Use

The Post-Acquisition and Post-Construction Restrictions on Sale and Use apply until the end of the Term of the Agreement.

I. Post- Acquisition Restrictions:

Park Provider may not sell or otherwise authorize the use of such property for a use other than as a Bond Required Use (provided however a de minimis portion of such property may be transferred or put to another use, which may include, but is not limited to, a road dedication, utility requirements or other requirements necessary to comply with a land use review proceeding initiated to use the overall property consistent with a Bond Required Use), unless Park Provider certifies all of the following:

- A. Park Provider's decision to sell or use the property in a manner inconsistent with a Bond Required Use is the result of unforeseen circumstances.
- B. Park Provider's intent, at the time it purchased the property, was to use it for a Bond Required Use.
- C. In the event of a sale, Park Provider transferred the property to a non-federal public agency or jurisdiction.
- D. Park Provider provided Metro written notice of its intent to authorize the sale to a third party or change Park Provider's use of the property 180 days before the sale or change in use.
- E. Park Provider held at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, before making a final decision to sell or change the use of the property, and adopts a resolution or ordinance that includes findings that the conditions in subsections (I)(A) through (I)(D) of this Attachment have been satisfied and that Park Provider has satisfied or will satisfy its obligations as described in subsections (I)(F) and (I)(G) of this Attachment.
- F. Metro approves Park Provider's determination of the appraisal value of the property pursuant to the following steps:

(1) At least 90 days before to making a final decision to sell or change the use of the property, Park Provider will provide Metro with an independent MAI appraisal of the fair market value of the property assuming that the property was subject to the same use restrictions as were in place at the time Park Provider purchased the property. The appraisals must be in compliance with USPAP standards

and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and

(2) Not later than 90 days after receiving the appraisal obtained by Park Provider, Metro will inform Park Provider whether Metro has approved the appraisal, which decision will be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review will include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, then Metro will inform Park Provider the reasons for not approving the appraisal and Park Provider may resubmit a revised appraisal to Metro pursuant to subsection (I)(F)(1) of this Attachment.

G. If approved by Metro as provided above, then within 180 days after selling the property or authorizing the change in use of the property, Park Provider will apply toward completion of a Project listed on **Attachment A**, or a new Project selected consistent with the provisions of **Section 1.2** of the Agreement, an amount equal to the proceeds of the sale.

II. Post- Construction Restrictions:

Park Provider may not sell or otherwise authorize use of such buildings or improvements pursuant to this Agreement in a manner inconsistent with a Bond Required Use, except that Park Provider may transfer or put to another use a de minimis portion of such property, including without limitation a road dedication, utility requirements or other requirements necessary to comply with a land use review proceeding initiated to use the overall property consistent with a Bond Required Use, unless Park Provider complies with all of the following:

- A. Park Provider's decision to sell or use such buildings or improvements in a manner inconsistent with the Bond Required Use is the result of unforeseen circumstances.
- B. Park Provider's intent, at the time it constructed such buildings or improvements, was to use them for a Bond Required Use.
- C. In the event of a sale, Park Provider transfers the property to a non-federal public agency or jurisdiction.
- D. Park Provider provides Metro 180 days advance written notice of its intent to authorize the sale to a third party or change in use of such buildings or improvements.
- E. Park Provider holds at least one public hearing regarding the matter, consistent with its

adopted public meeting procedures, before making a final decision to sell or change the use of such buildings or improvements, and adopts a resolution or ordinance that includes findings that the conditions in subsections (II)(A) through (II)(E) of this Attachment have been satisfied and that Park Provider has satisfied or will satisfy its obligations as described in subsections (II)(F) and (II)(G) of this Attachment.

F. Metro approves Park Provider's determination of the appraisal value of such buildings or improvements pursuant to the following steps:

- (1) At least 90 days before making a final decision to sell or change the use of such buildings or improvements, Park Provider will provide Metro with an independent MAI appraisal of the fair market value of such buildings or improvements. The appraisals must be in compliance with USPAP standards and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and
- (2) Not later than 90 days after receiving the appraisal obtained by Park Provider, Metro will inform Park Provider whether Metro has approved the appraisal, which decision will be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review will include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, Metro will inform Park Provider the reasons for not approving the appraisal and Park Provider may resubmit a revised appraisal to Metro pursuant to subsection (II)(F)(1) of this Attachment.

G. Within 180 days after selling such buildings or improvements or authorizing the change in use of such buildings or improvements, Park Provider will apply toward completion of a Project listed on **Attachment A**, or a new Project selected consistent with the provisions of **Section 1.2** of the Agreement, an amount equal to proceeds of the sale.

ATTACHMENT D
Equity in Contracting, Workforce Diversity,
Construction Career Pathways Requirements

IF PARK PROVIDER HAS CURRENT POLICY: N/A

IF PARK PROVIDER DOES NOT HAVE A POLICY:

Park Provider will do the following with respect to implementing contract equity/COBID utilization practices for the Projects : Oregon City does not currently have any formal policy or practice to support expansion of equity in contracting. For this project, Oregon City will work with City staff to establish an appropriate requirement for the prime contractor to include a percentage of COBID-certified subcontractors in their bid package.

Park Provider will do the following with respect to implementing Construction Career Pathways and increasing workforce diversity goals for the Projects While Oregon City does not have any specific policies to support diversifying the construction industry workforce, the City follow best practices for workforce diversity when procuring goods and services for capital projects. This project will include a workforce diversity target in the solicitation for construction services that ensures participation by COBID-certified contractors and subcontractors.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** February 18, 2026
From: Scott Archer, Parks and Recreation Director
Thomas Kissinger, Assistant Parks and Recreation Director

SUBJECT:

Item 7.f. - PSA with Lango Hansen Landscape Architects for Wesley Lynn Park Improvements

STAFF RECOMMENDATION:

Staff recommend approval of this PSA with Lango Hansen. This contract is directly tied to the IGA with Metro for Local Share Bond Funds. Denial or modification of that agreement may necessitate denial or modification of this agreement as well.

EXECUTIVE SUMMARY:

This Personal Services Agreement with Lango Hansen Landscape Architects covers the Construction Development phase of the Wesley Lynn Park Improvements project. Lango Hansen provided preliminary conceptual design and community engagement services under a separate contract in the prior fiscal year. This scope of work will take the project from conceptual design through site survey, construction documentation and permitting, bidding, and construction inspection following a successful bid process. This scope of work also includes a high-level analysis site parking study for the addition of future-phase parking near the project area.

This PSA has a not-to-exceed value of \$52,360, which is within the acceptable range for direct appointment of Architecture and Engineering Services. Project costs were evaluated against market rates and are reasonable for the level of work expected. This work is eligible for Metro Local Share bond funds.

BACKGROUND:

Beginning in 2024, Oregon City Parks and Recreation began to explore potential options for new off-leash dog area improvements. Fenced dog parks were identified as a top priority of the community during the recent Oregon City Parks and Recreation Master Planning process. Several sites were considered, but ultimately Wesley Lynn Park was selected for the following reasons:

- This site is already a highly-successful off-leash dog area.
- The site is relatively flat and easier to develop than other options considered.
- This site can support the number of expected users.
- This site offers unique attributes that increase the likelihood of funding through Metro Local Share (on-site habitat, nearby accessible routes, opportunities for habitat expansion, etc.)

Oregon City Parks and Recreation contracted with Lango Hansen in 2025 to develop site concepts and assist with community engagement efforts to refine the site plan. Following several rounds of engagement with local neighborhood associations, as well as the Parks and Recreation Advisory Committee, a refined site concept was developed for submission to Metro for Local Share funding. The project was further refined through that process to meet Local Share funding criteria. The refined concept was recently reviewed by PRAC, with positive feedback. Prior to final construction, Parks and Recreation staff will further engage with neighborhood associations to ensure the final project meets the community need.

OPTIONS:

1. Approve PSA with Lango Hansen Landscape Architects for Wesley Lynn Park Improvements.
2. Approve PSA with Lango Hansen Landscape Architects for Wesley Lynn Park Improvements with Amendments.
3. Deny PSA with Lango Hansen Landscape Architects for Wesley Lynn Park Improvements and provide further direction.

BUDGET IMPACT:

Amount	\$52,360.00
Fiscal Year(s):	FY25-26, FY26-27
Funding Source(s):	Metro Local Share funding
Included in Approved Budget:	Yes

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

WESLEY LYNN METRO LOCAL SHARE IMPROVEMENTS

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **LANGO HANSEN** ("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 **Fifty-Two Thousand, Three Hundred and Sixty (\$52,360) dollars**.

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

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

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

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

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

To the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: Parks and Recreation Deputy Director

To Consultant:

Lango Hansen
1100 NW Glisan Street #3a
Portland, OR 97209
Attn: Brian Martin

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

Lango Hansen

By: _____
Scott Archer
Title: Parks and Recreation Director

By: _____
Title: _____

DATED: _____, 20__.

DATED: _____, 20__.

By: _____
Anthony J. Konkol III
Title: City Manager

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

DATED: _____, 20__.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

January 29, 2026

Thomas Kissinger, Parks and Recreation Deputy Director
City of Oregon City
13895 Fir Street
Oregon City, OR 97045

RE: Wesley Lynn Dog Park

Dear Tom,

We appreciate the opportunity to submit this proposal for landscape architectural services for the CD phase of the off-leash dog park at Wesley Lynn Park.

For the off-leash dog park, our scope of work will include developing construction documents based on the public outreach process conducted in 2025. Site improvements include a chain link perimeter fence with access gates, concrete paving at dog park access points, and seeding for the off-leash dog park. Lango Hansen will document restoration planting at the edge of the existing wetland located on the north side of the property. Our team will document a new underground storm line connecting the treatment swales at Reddaway Avenue to the existing onsite wetland area.

TASK 1 SITE SURVEY

During Task 1, Compass Engineering will survey key portions of the site. This up-to-date information will be used to provide accurate site plans and ensure ADA compliance at the dog park.

TASK 2 CONSTRUCTION DOCUMENTS, PERMITTING AND BIDDING

For the construction document phase, we will provide landscape plans that address site furnishings, grading and layout, soil preparation, wetland restoration planting, lawn seeding and landscape details, notes, and specifications. Sisul Engineering will provide a civil utility plan showing the piping of the stormwater below the new dog run area. Based on the current project budget, shelters, benches, picnic tables and a dog agility course are anticipated to be included in this phase. This phase will also include a high-level analysis site parking study for the addition of future-phase parking.

A draft of these plans will be issued to Oregon City for review and Lango Hansen will incorporate any comments into final plans with specifications.

TASK 3 CONSTRUCTION OBSERVATION

Our team will answer any RFIs and respond to material submittals from the contractor. As the Engineer of Record, Sisul Engineering will provide construction administration as required by Oregon City Public Works on Public Improvement Projects including observing construction activities. Lango Hansen will also conduct up to 4 site visits during construction.

Products:
Materials Plan
Layout Plan
Grading
Planting Plan
Utility Pipe Plan
Irrigation Plan
Details
Specifications

FEES	LH	Compass	Sisul
Site Survey		\$12,960	

Construction Documents	\$15,000	\$9,400
Permitting & Bidding	\$2,400	\$2,000
Construction Observation	\$4,600	\$6,000

TOTAL FEE: \$52,360

Reimbursables Billed at cost

LHLA Billing Rates

Brian Martin, Associate Principal	\$135 hr
Sabina Botbol	\$90 hr

Thank you for the opportunity to submit this proposal. Please let me know if you have any questions or comments.

Sincerely,
Lango Hansen Landscape Architects



Brian Martin
Associate Principal

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

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

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

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

13. Indemnity and Insurance.

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



KEY CALLOUTS

- 1 LARGE DOG AREA (1.65 AC)
- 2 SMALL/TIMID DOG AREA (0.23 AC)
- 3 EXISTING WETLAND (0.50 AC)
- 4 RESTORATION PLANTING (0.35 AC)
- 5 4' TALL CHAIN LINK FENCE
- 6 16' MAINTENANCE ACCESS GATES
- 7 HARD PIPED DRAINAGE CONNECTION
- 8 SHELTER (ADD ALTERNATE)
- 9 PICNIC TABLE (ADD ALTERNATE)
- 10 BENCH (ADD ALTERNATE)
- 11 DOG AGILITY COURSE (ADD ALTERNATE)

LEGEND

- SHELTER
- PICNIC TABLE
- PET WASTE DISPENSER
- DOG AGILITY COURSE
- CONCRETE PAVING
- GRAVEL PATH
- CHAIN LINK FENCE





CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** February 18, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.g. - AIA Document A101 – 2017 Standard Form of Agreement Between Owner and Contractor with Tikka Masonry, Inc for the Oregon City Public Works Facilities Plan – Bulk Bin & Magnesium Chloride Addition Project (PS 25-004)

STAFF RECOMMENDATION:

Authorize the City Manager to execute AIA Document A101 – 2017 Standard Form of Agreement Between Owner and Contractor (PS 25-004) with Tikka Masonry, Inc in the amount of \$230,840.00.

EXECUTIVE SUMMARY:

AIA Document A101 – 2017 Standard Form of Agreement Between Owner and Contractor (PS 25-004) with Tikka Masonry, Inc is for an addition of a pre-engineered metal roof canopy, concrete block storage bins, and magnesium chloride storage tanks to the existing facility at the Public Works Engineering and Operations Center. This contract is in alignment with the project's budget, and adequate funds are available.

BACKGROUND:

In November 2022, Public Works relocated from the old Public Works Building located at 122 S. Center Street to the Public Works Engineering and Operations Center on Fir Street. It was subsequently determined that the former building be prepared for sale. To prepare for the sale, staff determined that the bulk sanding rock storage, magnesium chloride tanks and decant facility would need to be relocated.

Scott Edwards Architecture, LLP (SEA) was hired to provide architectural planning services and master planning for the Public Works Operations Center, Mt. View Reservoir and Henrici Reservoir and to develop the Phase II scope of work.

SEA has identified locations for bulk sanding rock storage and magnesium chloride tanks at the Public Works Engineering and Operations Center. The Mt. View Reservoir site and Henrici Reservoir sites were determined to be unsuitable for constructing a decant facility. In August 2024, an agreement was reached with Water Environment Services (WES) to utilize their decant facility at 16561 SE. Evelyn St.

Staff request the City Commission to approve the agreement with Tikka Masonry, Inc for an addition of pre-engineered metal roof canopy, concrete block storage bins, and magnesium chloride storage tanks to the Public Works Engineering and Operations Center. The attached AIA Document A101 – 2017 Standard Form of Agreement Between Owner and Contractor

with Tikka Masonry, Inc is an industry-standard document for construction projects. The contract has been edited to meet City's requirements.

On January 14, 2026, the project was advertised in the *Daily Journal of Commerce* and the City bid site in accordance with City and State contracting procedures. The bid opening was held on February 5, 2026, and five (5) bids were received. Staff and Scott Edwards Architecture, LLP, reviewed the bids and determined that Tikka Masonry, Inc was the low responsive bidder. The contract award value is two hundred, thirty thousand, eight hundred and forty dollars and zero cents (\$230,840.00).

The list below includes the bidders and bid amounts received for this project:

1. Tikka Masonry, Inc.	\$230,840.00
2. R A Gray Construction	\$257,888.00
3. Columbia Cascade Construction, Inc.	\$291,400.00
4. Sampson Construction	\$301,730.50
5. PHI Construction	\$366,523.40

Engineers Estimate: \$200,000.00. As a competitive sealed bid using the Invitation to Bid (ITB) process used for large procurement, the contract is awarded to the lowest responsible bidder as a lump sum.

This intermediate procurement (exceeds \$25,000 but not more than \$250,000) follows City procurement guidelines and Oregon Revised Statute 279B. Intermediate procurements are required to solicit three quotes or seek competitively sealed bids or proposals.

OPTIONS:

1. Approve AIA Document A101 – 2017 Standard Form of Agreement Between Owner and Contractor with Tikka Masonry, Inc for the Oregon City Public Works Facilities Plan – Bulk Bin & Magnesium Chloride Addition Project (PS 25-004).
2. Approve AIA Document A101 – 2017 Standard Form of Agreement Between Owner and Contractor with Tikka Masonry, Inc for the Oregon City Public Works Facilities Plan – Bulk Bin & Magnesium Chloride Addition Project (PS 25-004) with Amendments.
3. Deny AIA Document A101 – 2017 Standard Form of Agreement Between Owner and Contractor with Tikka Masonry, Inc for the Oregon City Public Works Facilities Plan – Bulk Bin & Magnesium Chloride Addition Project (PS 25-004) and provide further direction.

BUDGET IMPACT:

Amount	\$230,840.00
Fiscal Year(s):	25/26 and 26/27
Funding Source(s):	Community Facilities Fund - Public Works
Included in Approved Budget:	YES

PERMIT SET

09/16/2025



OREGON CITY OPERATIONS - BULK BIN & MAG CHLORIDE

13895 FIR STREET
OREGON CITY, OR 97045

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 23rd day of February in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Oregon City Public Works
13895 Fir Street
Oregon City, OR 97045

and the Contractor:
(Name, legal status, address and other information)

Tikka Masonry, Inc
17412 NE 92nd Avenue
Battle Ground, WA 98604

for the following Project:
(Name, location and detailed description)

OCPW-Bulk Bin & Magnesium Chloride Addition
Oregon City Engineering and Operations Center
13895 Fir Street
Oregon City, OR 97045

Project Description: Addition of pre-engineered metal roof canopy, concrete block storage bins, and magnesium chloride storage tanks to existing public works facility.

The Architect:
(Name, legal status, address and other information)

Scott Edwards Architecture, L.L.P.
2525 E Burnside St.
Portland, OR 97214
503-226-3617

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work shall also include maintaining in good order and marked currently two (2) sets of Record Documents (or “as-builts”) to precisely record locations of systems not limited to structural members, plumbing, electrical, communications, HVAC, and other utilities whose location will be difficult to determine after completion, as well as field changes and selections either not shown on the Drawings and Specifications or constructed at locations different than specified in the Drawings and Specifications. Contractor shall demonstrate compliance with this requirement upon every application for payment. Contractor shall deliver both sets prior to and as a condition of Final Completion.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☒ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: June 5, 2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates: N/A

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

§ 3.3.4 Contractor shall be responsible for posting and recording Notices of Substantial Completion for the Work in accordance with ORS 87.045 within 3 days of the
Architect certifying Substantial Completion.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be two hundred, thirty thousand, eight hundred and forty dollars and zero cents, (\$ 230,840.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum: N/A

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

N/A

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

N/A

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

N/A

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor no later than the 20th day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 30 days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.1 As a condition of each progress and the final payment, Contractor shall provide to Owner in a form acceptable to Owner partial and final releases and waivers of claims from Contractor, each subcontractor, and every material or equipment supplier on whose labor or materials any part of the pay request is based. The releases will apply to all work performed through the payment date and may be conditional upon payment of the amount of the pay request.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% and per Exhibit B.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Per Exhibit B.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

5% and per Exhibit B.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.
- .3 the conditions for Final Payment specified in the General Conditions Article 9.10.2 have been satisfied including but not limited to an affidavit from Contractor that all indebtedness related to the Work has been paid, evidence that insurance will remain in effect, consent of any surety, and final and complete releases and waivers of claim from Contractor, all subcontractors, and all material and equipment suppliers.

§ 5.2.2 Provided that the conditions set forth in 5.2.1 are met, the Owner's final payment to the Contractor shall be made Thirty (30) days after Substantial Completion and the posting and recording of Notices of Substantial Completions as required in 3.3.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Vance Walker, Assistant Public Works Director
Oregon City Public Works
13895 Fir Street
Oregon City, OR 97045
971-204-4862
vwalker@orc.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Justin Tikka, President
Tikka Masonry, Inc
17412 NE 92nd Avenue
Battle Ground, WA 98604
360-907-5893
justin@tikkamasonry.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with the **Electronic Document Release**:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Electronic Document Release, attached hereto as Exhibit C.

(Insert the date of the EDR incorporated into this Agreement.)

- .5 Drawings – See attachment Drawings.
- .6 Specifications – See attachment Exhibit B – Divisions 00 and 01.
- .7 Addenda

Number	Date	Pages
1	Signed 1/20/2026	13
2	2/2/2026	230

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 06:21:50 PST on 02/13/2026 under Subscription No.20250128244 which expires on 05/09/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

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(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit B - Specifications Manual Divisions 00-01.
Electronic Document Release

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 06:21:50 PST on 02/13/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the ~~Twenty-sixth~~ 23rd day of ~~January~~ February in the year Two Thousand Twenty-Six

~~City~~ **Oregon City Public Works**

13895 Fir Street
Oregon City, OR 97045

Tikka Masonry, Inc
~~for~~

17412 NE 92nd Avenue
Battle Ground, WA 98604

for the following Project:

Project Description: Addition of pre-engineered metal roof canopy, concrete block storage bins, and magnesium chloride storage tanks to existing public works facility.

PAGE 2

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work shall also include maintaining in good order and marked currently two (2) sets of Record Documents (or “as-builts”) to precisely record locations of systems not limited to structural members, plumbing, electrical, communications, HVAC, and other utilities whose location will be difficult to determine after completion, as well as field changes and selections either not shown on the Drawings and Specifications or constructed at locations different than specified in the Drawings and Specifications. Contractor shall demonstrate compliance with this requirement upon every application for payment. Contractor shall deliver both sets prior to and as a condition of Final Completion.

[☒] The date of this Agreement.

~~(Insert a date or a means to determine the date of commencement of the Work.)~~

PAGE 3

[☒] By the following date: June 5, 2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the

Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates: N/A

~~ARTICLE 4 – CONTRACT~~ § 3.3.4 Contractor shall be responsible for posting and recording Notices of Substantial Completion for the Work in accordance with ORS 87.045 within 3 days of the

Architect certifying Substantial Completion.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~Zero Dollars and Zero Cents (\$ 0.00~~ two hundred, thirty thousand, eight hundred and forty dollars and zero cents, (\$ 230,840.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.1 Alternates, if any, included in the Contract Sum: N/A

N/A

N/A

N/A

PAGE 4

N/A

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor ~~not no~~ later than the 20th day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(-)30~~ days after the Architect receives the Application for Payment.

~~§ 5.1.5~~ 5.1.4.1 As a condition of each progress and the final payment, Contractor shall provide to Owner in a form acceptable to Owner partial and final releases and waivers of claims from Contractor, each subcontractor, and every material or equipment supplier on whose labor or materials any part of the pay request is based. The releases will apply to all work performed through the payment date and may be conditional upon payment of the amount of the pay request.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

PAGE 5

~~§ 5%~~ and per Exhibit B.

§ 5.1.7.1.1 The following items are not subject to retainage:

N/A

~~§ 5.1.8~~ 5% and per Exhibit B.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

~~§ 5.2.2~~ The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

~~§-3~~ the conditions for Final Payment specified in the General Conditions Article 9.10.2 have been satisfied including but not limited to an affidavit from Contractor that all indebtedness related to the Work has been paid, evidence that insurance will remain in effect, consent of any surety, and final and complete releases and waivers of claim from Contractor, all subcontractors, and all material and equipment suppliers.

§ 5.2.2 Provided that the conditions set forth in 5.2.1 are met, the Owner's final payment to the Contractor shall be made Thirty (30) days after Substantial Completion and the posting and recording of Notices of Substantial Completions as required in 3.3.

§ 5.3 Interest

~~0%~~ N/A

PAGE 6

~~§-~~

§ 6.2 Binding Dispute Resolution

[☒] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

~~§-8.3~~ Vance Walker, Assistant Public Works Director

PAGE 7

~~§-8.4~~ 17412 NE 92nd Avenue

Battle Ground, WA 98604

360-907-5893

justin@tikkamasonry.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below the **Electronic Document Release**:

~~§-§ 8.7~~ Other provisions:

N/A

.4 AIA Electronic Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: Release, attached hereto as Exhibit C.

(Insert the date of the E203-2013 EDR incorporated into this Agreement.)

.5 Drawings – See attachment Drawings.

.6 Specifications – See attachment Exhibit B – Divisions 00 and 01.

.7 Addenda

Number	Title	Date	Pages
<u>1</u>	<u>Signed</u>	<u>1/20/2026</u>	<u>13</u>
<u>2</u>	<u>2/2/2026</u>		<u>230</u>
6	Specifications		
7	Addenda, if any:		

(Insert the date of the E204-2017 incorporated into this Agreement.)

Variable Information

PAGE 1

AGREEMENT made as of the 23rd day of February in the year Two Thousand Twenty-Six

Oregon City Public Works

OCPW-Bulk Bin & Magnesium Chloride Addition

Oregon City Engineering and Operations Center

13895 Fir Street
Oregon City, OR 97045

Scott Edwards Architecture, L.L.P.

2525 E Burnside St.
Portland, OR 97214

503-226-3617

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be two hundred, thirty thousand, eight hundred and forty dollars and zero cents, (\$ 230,840.00), subject to additions and deductions as provided in the Contract Documents.

PAGE 5

Per Exhibit B.

PAGE 6

Vance Walker, Assistant Public Works Director

Oregon City Public Works

13895 Fir Street
Oregon City, OR 97045

971-204-4862

vwalker@orc.org

PAGE 7

Justin Tikka, President

Tikka Masonry, Inc

PAGE 8

Exhibit B - Specifications Manual Divisions 00-01.

Electronic Document Release

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brian Mares, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 06:21:50 PST on 02/13/2026 under Order No. 20250128244 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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User Notes:

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CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** February 18, 2026
From: Patrick Foiles, Human Resources Director

SUBJECT:

Item 7.h. - Oregon City Employees Local 350-2, Council 75 of the American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement for the period, July 1, 2025 – June 30, 2028

STAFF RECOMMENDATION:

Staff recommends that the City Commission ratify the proposed and tentatively agreed upon collective bargaining agreement between the City of Oregon City and Oregon City Employees Local 350-2, Council 75 of the American Federation of State, County, and Municipal Employees (AFSCME) for the period of July 1, 2025 – June 30, 2028.

EXECUTIVE SUMMARY:

BACKGROUND:

The parties met eleven times since February 2025 and worked through a number of concepts within the collective bargaining agreement. In executive session, the City Commission provided staff direction including the objective to maintain competitive wages in total compensation and benefits, as well as ensure affordability in future years and budgets. Following 150 days of face-to-face bargaining, the parties mutually agreed to move into mediation with a state identified mediator.

During the first session of mediation on December 18, 2025, the parties reached a tentative agreement.

AFSCME members voted to ratify the agreement during the week of January 12, 2026.

Below is a summary of the key economic components of the negotiated agreement:

Three-year contract

July 1, 2025 – June 30, 2028

Wages

Effective July 1, 2025, salary cost of living adjustment (COLA) of 3.0%

Effective July 1, 2026, salary cost of living adjustment (COLA) of 3.0%

Effective July 1, 2027, salary cost of living adjustment (COLA) of 3.0%

Tool and Boot Allowance

Safety boot reimbursement has been increased to \$350 once every two years (formerly

\$325)

Compensatory Time

The maximum amount of comp time an employee can accrue was reduced from 120 hours to 80 hours.

Vacation Cash-out

Created an option for employees who meet eligibility requirements to cash-out or sell back accrued vacation hours.

On-call and Call back Program

Increased the premium pay to \$450 per week for on-call and clarified pay practices between a Call-back minimum of 3 hours of OT pay and a phone call or de minimis compensable work time period where an employee was not required to report onsite.

Ratification Bonus

Each bargaining full-time unit member will receive a one-time bonus of \$500 (subject to withholdings). Part-time represented employees will receive an amount proportionate to their FTE.

OPTIONS:

1. Move to ratify and authorize the City Manager to enter into the Collective Bargaining Agreement with Oregon City Employees Local 350-2, Council 75 AFSCME.
2. Move to deny authorization to enter into the Collective Bargaining Agreement with Oregon City Employees Local 350-2, Council 75 AFSCME.

BUDGET IMPACT:

Amount	Approximately an additional \$395,000, \$350,000, \$365,000
Fiscal Year(s):	2025-26, 2026-27, 2027-28
Funding Source(s):	Multiple Funds
Included in Approved Budget:	Yes

CITY OF OREGON CITY

and

**CITY OF OREGON CITY EMPLOYEES LOCAL 350-2,
COUNCIL 75 OF THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**



COLLECTIVE BARGAINING AGREEMENT

**Upon execution through June 30, 2028
Effective February 18, 2026**

TABLE OF CONTENTS

ARTICLE 1 – AGREEMENT	1
ARTICLE 2 – RECOGNITION.....	1
ARTICLE 3 - EMPLOYEE RIGHTS/SECURITY	1
ARTICLE 4 - MANAGEMENT RIGHTS	2
ARTICLE 5 - HOURS OF WORK AND OVERTIME	3
ARTICLE 6 - COMPENSATION.....	6
ARTICLE 7 - PERSONNEL RECORDS	6
ARTICLE 8 - EMPLOYEE EVALUATION	7
ARTICLE 9 - TRAVEL EXPENSES	7
ARTICLE 10 - ANNIVERSARY DATE AND STEP INCREASES	7
ARTICLE 11 - SHIFT CHANGE NOTIFICATION.....	9
ARTICLE 12 - TOOL AND BOOT REIMBURSEMENT	9
ARTICLE 13 - WATERWORKS CERTIFICATION	10
ARTICLE 14 - LONGEVITY PAY	11
ARTICLE 15 - WORKING OUT OF CLASSIFICATION	11
ARTICLE 16 - LEAVES OF ABSENCE.....	12
ARTICLE 17 - HOLIDAYS	14
ARTICLE 18 – VACATION.....	15
ARTICLE 19 - SICK LEAVE	16
ARTICLE 20 - SALARY CONTINUATION INSURANCE PLAN	18
ARTICLE 21 - DEFERRED COMPENSATION AND HRA VEBA.....	18
ARTICLE 22 - EDUCATIONAL OPPORTUNITIES	19
ARTICLE 23 - PUBLIC EMPLOYEES RETIREMENT SYSTEM.....	19
ARTICLE 24 - EMPLOYEE INSURANCE BENEFITS	20
ARTICLE 25 - DISCIPLINE AND DISCHARGE	21
ARTICLE 26 – LAYOFF	22
ARTICLE 27 - GRIEVANCE PROCEDURE	24
ARTICLE 28 - SHOP STEWARDS.....	27
ARTICLE 29 - SAVINGS CLAUSE	27
ARTICLE 30 - NO STRIKES OR LOCKOUTS.....	27
ARTICLE 31 - BILINGUAL PAY	28

ARTICLE 32 – FUNDING	28
ARTICLE 33 – SUBCONTRACTING	29
ARTICLE 34 - PROBATION AND SENIORITY	29
ARTICLE 35 - ON-CALL DUTY & CALL BACK	30
ARTICLE 36 – DEFINITIONS	32
ARTICLE 37 - LICENSURE PAYMENT	32
ARTICLE 38 - FILLING OF VACANCIES.....	32
ARTICLE 39 - TERM OF AGREEMENT	33
APPENDIX A – WAGE RATES.....	34
APPENDIX B - PUBLIC WORKS EMERGENCY SHIFT CHANGE NOTIFICATION (ESC).....	43
APPENDIX C – FLEX TIME AGREEMENT	45

ARTICLE 1 – AGREEMENT

This Agreement is entered into by and between the City of Oregon City, hereinafter referred to as the “City” and the City of Oregon City Employees Local 350-2 Council 75, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union” for the purpose of setting forth the full Agreement between the parties concerning wages, hours, and conditions of employment for the employees covered by this Agreement.

ARTICLE 2 – RECOGNITION

2.1 The City recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and part-time employees working twenty (20) hours or more per week for the City excluding supervisory and confidential employees, police department employees, volunteers including reserve police officers whether or not paid for some reserve officer related work, seasonal employees, temporary employees, part-time swimming pool office help, lifeguards, and instructors.

2.2 The City shall inform the Union of all bargaining unit employees hired and separated from City service.

2.3 The City will provide written notice to the Union when new classifications which are not excluded from the bargaining unit are created. The City will also provide the classification description and the proposed salary range for new classifications. If the Union demands bargaining pursuant to ORS 243.698 the parties shall meet to negotiate wages and other mandatory subjects of bargaining related to the new classification. The bargaining process shall not delay hiring and filling the position. The City may proceed with hiring with the understanding that any wages and other terms and conditions subsequently agreed upon will be retroactive to the employee’s date of hire.

ARTICLE 3 - EMPLOYEE RIGHTS/SECURITY

3.1 Employees covered by this Agreement have the right to form, join, and participate in the activities of the Union and there shall be no discrimination exercised against any employee covered by this Agreement because of Union membership or participation in Union activities. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union.

3.2 The Union agrees to provide the City with copies of the Oregon AFSCME Council 75 Union membership cards and payroll deduction authorization forms signed by bargaining unit members. The Union also agrees to notify the Human Resources Director if revocation of Union dues authorization has become effective. The City agrees to deduct monthly membership dues

Agreement between Oregon City and AFSCME Local 350-2

Expires June 30, 2028

Page 1

from the pay of Union members and voluntary payments from non-Union members who have authorized such deductions in writing on forms provided by the Union. Uniform amounts to be deducted shall be certified to the City by the Union Treasurer and shall be remitted to the Union Treasurer no later than the 15th day of the following month. Employees are subject to the terms of their Union membership.

3.3 The Union agrees to indemnify, defend and hold the City harmless against any claims made and against any legal actions instituted against the City as a result of the City's compliance with Section 3.2 above. The duty to indemnify includes necessary costs expended by the City in defense of such claims. The parties shall cooperate in the correction of dues and payroll errors.

3.4 The City will notify the Union of new employees hired into bargaining unit positions. As part of the City orientation process for new employees at Human Resources, each new employee will be informed that the current labor agreement is posted on the City's website and will be provided with any materials submitted as a "packet" by the Union for delivery to new members. A Union representative employed within the same department or building/work location as a new hire will be afforded thirty minutes at a mutually-agreed time to meet without loss of pay to either employee. If there is no Union representative employed within the same department or building/work location, a Union officer will meet with the new hire at a mutually-agreed time without loss of pay to either employee.

3.5 The City will identify or make available adequate space not accessible to the public where the Union may post notices and information of Union/employee concern. Each posted item shall be dated and initialed by the Union officer or steward approving the posting.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 It is recognized that an area of responsibility must be reserved to the City if it is to effectively serve the public except and to the extent expressly abridged by specific provisions of this Agreement. It is recognized that the responsibilities of management are exclusive functions to be exercised by the City and not subject to negotiation. These customary and exclusive functions include but are not limited to:

- a. The determination of the services to be rendered to the citizens served by the City;
- b. The determination of the City's financial, budgetary, accounting and organizational policies and procedures;
- c. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City establishing personnel rules and regulations not inconsistent with the terms of this Agreement.
- d. Management and direction of the work force including, but not limited to, the right to determine the methods, processes and a manner of performing work; the right to create, delete, consolidate and determine the duties and qualifications of

job classifications; the right to hire, promote, train, demote, transfer and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds; the right to subcontract work subject to Article 33; the right to abolish positions or reorganize a department or division; the right to determine schedules of work; the right to approve employee vacations; the right to purchase, dispose and assign equipment or supplies; and any other customary functions of management not specifically referred to in this Agreement.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Regular Workweeks. The workweek shall be determined by the City based on the needs of the City and its ability to provide effective services to the public. A full-time employee's regular workweek shall consist of one of the following:

- a. Forty (40) hours consisting of five (5) consecutive eight (8) hour days work followed by two consecutive days off work.
- b. Forty (40) hours consisting of four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.
- c. A 9-80 work schedule consisting of a work schedule of nine (9) hours for four (4) consecutive days followed by a 4-hour day. The second work week begins immediately following the previous 4-hour work shift and then proceeds with four additional nine (9) hour workdays.
- d. A flexible work schedule of forty (40) hours per week entered into between the City and an employee under the terms of a "Flex Time Agreement" (hereinafter "FTA") as set forth in Appendix C of this Agreement.

In cases where the employee and a supervisor agree, the supervisor and the employee will identify the day(s) and hours flexed off during the workweek. Flexible time arrangements and approval shall be determined on a case-by-case basis, may be approved or not in the City's discretion, and shall not be regarded as precedent setting.

The City may require an FTA as an essential job function and/or term and condition of employment specified in the position description and/or classification description which may be required regardless of voluntariness for any employee who promotes into or accepts employment when the FTA requirement is specified as such.

5.2 Time Sheets. The regular workweek for employees working 5-8, 4-10 or flex schedules shall commence at 12:00 a.m. on Sunday and end at 11:59 p.m. on Saturday. The regular workweek for employees working 9-80 schedules shall commence half-way through the employee's eight (8) hour workday (described above).

5.3 The hours worked per pay period shall be reported accurately on electronic time sheets.

5.4 When an employee's timesheet entries need to be corrected by a supervisor, manager, department head or payroll administration employee, a record shall be documented showing the correction and providing the reason and a copy shall be provided to the employee. Employees who disagree with the correction should contact their Department Director or the Human Resources Department.

5.5 Starting and Quitting Times. Shifts of an employee's regular workweek shall have an established starting and quitting time, unless a FTA applies. This schedule, as determined by the Department Director or designee, shall be posted in the Department. The Department Director shall give employees forty-eight (48) hours' notice of any pre-scheduled deviation from the start time of the normal work schedule unless the change is required by emergency or unforeseen necessity. (This notice requirement does not apply to a call back, hold-over, unscheduled overtime or to employees working under a FTA.)

5.6 A Department Director or designee shall give employees in the department who work 5-8, 4-10 or 9-80 work schedules four (4) weeks' notice in any change in the normal ongoing work schedule adopted for the department or work group. Upon giving notice of a schedule change, the City will provide the impacted employees with a reason for the change. The schedules of an employee who is working a flexible schedule can be changed as set forth in the FTA signed by that employee. This notice obligation does not apply to temporary changes in work schedules required by an emergency or unforeseen necessity.

5.7 Break and Meal Periods. All employees shall be granted a 15-minute rest period during each half shift worked, and a meal period of not less than one half (1/2) hour nor more than one hour. Rest periods shall be taken at approximately the middle of each 1/2 shift as scheduled by the Department Director; meal; periods shall be without pay and shall be scheduled at approximately the middle of the work shift by the Department Director; provided however that a meal period will be provided only when the work hours exceed four (4) on a workday. Exceptions may occur in emergency situations; and provided further that when a workday is less than six (6) hours the employee shall receive one rest period, and when a workday exceeds six (6) hours a second rest period shall be provided.

Employees who have a one hour meal period may, with prior supervisory approval, reduce their fifteen (15) minutes rest periods by ten (10) minutes each (for a total of 20 minutes) and extend their unpaid one hour meal period for the purpose of engaging in activities promoting employee wellness. Supervisors may rescind approval with notice to the employee.

5.8 Work schedules for employees covered by this Agreement who normally work fewer than forty (40) hours per week shall be determined at the discretion of the Department Director.

5.9 Nothing in this Article or any part of this Agreement shall be construed as a guarantee of

hours of work.

5.10 In no case shall an employee be paid twice for the same hours worked.

5.11 This Agreement shall not preclude a Department Director and an employee from agreeing to an alternate work schedule or to flex time within a workweek on a non-recurring basis in order to advance City operational needs or for the convenience of the employee. Employees will not be permitted to work through their break or meal periods to shorten their workday. However, in the event an employee is directed to work through their meal period that meal period will be considered "time worked."

5.12 Overtime. Any work performed in excess of eight (8) hours in one day (when working a regular workweek of five eight-hour days) or ten (10) hours in one day (when working a regular workweek of four ten-hour days) or forty (40) hours in one workweek constitutes overtime and will be paid at one and one-half (1.5) times the employees' regular rate of pay. If an employee is assigned to work a 9-80 workweek, any work performed in excess of the employee's regularly scheduled eight (8) hour or nine (9) hour day will be compensated at the overtime rate of pay. Employees who are working flexible schedules pursuant to a Flex Time Agreement will be paid overtime for hours worked in excess of forty (40) hours in a workweek.

If the employee chooses to receive compensatory time instead of overtime pay, compensatory time will be allowed at the rate of one and one-half times the overtime hours worked. Employees may accrue up to eighty (80) hours of compensatory time as per Article 21.

5.13 The City retains the right to assign overtime based upon job skills but as much as possible shall attempt to rotate overtime assignments equitably. However, the City retains the right to assign overtime.

5.14 Cemetery employees working a normal schedule of Monday through Friday who are required to work on Saturday shall receive a minimum of four (4) hours pay at one and one half the employees regular pay rate, unless such work is performed subject to a flexible time arrangement (FTA).

5.15 Whenever a Pioneer Center van driver is required to work on a Saturday or Sunday, the employee shall receive a minimum of four (4) hours of pay at one and one half (1.5) the employee's regular pay rate, unless such work is performed subject to a FTA.

5.16 Public Works employees who are required to work scheduled overtime that is not contiguous with their prior or successive work shift shall receive a minimum of two (2) hours of pay at one and one half (1.5) of their regular pay rate, unless such work is performed subject to a FTA.

5.17 If a part-time employee is working consistently over their assigned FTE, they may request

Agreement between Oregon City and AFSCME Local 350-2

Expires June 30, 2028

Page 5

through Human Resources a review of their FTE assignment once per calendar year.

ARTICLE 6 - COMPENSATION

6.1 Effective and retroactive to July 1, 2025, the rates and ranges of employees covered by this Agreement shall be increased by three percent (3.0%). Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement and titled as Appendix A Wage Rates.

Effective July 1, 2026, the rates and ranges of employees covered by this Agreement shall be increased by three percent (3.0%).

Effective July 1, 2027, the rates and ranges of employees covered by this Agreement shall be increased by three percent (3.0%).

The City reserves the right to place newly hired employees on higher salary steps as deemed necessary to attract skilled and experienced employees.

ARTICLE 7 - PERSONNEL RECORDS

7.1 The Human Resource Department shall maintain the official personnel file on each bargaining unit employee. A "Personnel Action" form shall be used as the document to record changes in the employee's job classification, employment, and/or salary status. A copy of the form shall be placed in the employee's personnel file. All records and documentation which reflect information concerning an employee's compensation, position and promotion or promotion eligibility, and/or the character of job performance, including and not limited to personnel action forms, performance evaluations, correspondence concerning employment, corrective measures and any agreement related to employment, shall be forwarded to and maintained by Human Resources Department in the employee's personnel file.

7.2 A copy of any written items being placed in an employee's personnel file shall be furnished to the employee, upon request.

7.3 Any employee or Union representative with written permission of the employee, shall have the right to inspect their personnel file and request copies of items in the file. The employee or representative shall be responsible for the cost of such copies at the City's standard charge. Neither the file nor items in the file may be removed from the Human Resource Department.

7.4 Written reprimands and any response written by the employee shall be removed from the employee's personnel file after three (3) years from the date of issuance of the written reprimand upon request by the employee, provided there is no subsequent written reprimand(s)

or disciplinary action of the same or similar nature issued during the intervening period of time. Requests for removal must be made to the Human Resources Department. Written reprimands that have been removed from an employee's personnel file will not be used against an employee for the purpose of progressive discipline, but may be used by the City to show compliance with legal obligations, as well as to establish consistency, lack of discrimination, notice of policy or standards, existence of mitigating or aggravating circumstances and defend against legal claims.

ARTICLE 8 - EMPLOYEE EVALUATION

8.1 Both parties to this Agreement recognize that the process for employee performance evaluation is outlined in Policy number 610 of the Personnel Policy Manual of the City. This policy is subject to revision by the City. As part of the City's personnel management system each employee shall be evaluated at least once a year.

8.2 Both parties agree that an employee has the right to agree or disagree with an evaluation and that the employee has the right to provide a written response to an evaluation. Such response, along with the original evaluation, shall become a permanent part of the employee's personnel file.

8.3 Employee performance evaluations shall be prepared by a management employee within the employee's department. An employee may request a review of the evaluation by the Human Resource Director and/or the City Manager.

8.4 Neither the evaluation process nor the content of employee evaluations is subject to the grievance process of this Agreement.

ARTICLE 9 - TRAVEL EXPENSES

In no event shall an employee be required to use their personal vehicle for City business in their regular day-to-day business. However, employees traveling out of the City for training, conferences or other business may be required to use their personal vehicle. In such cases, the employee shall be reimbursed as per City policy.

ARTICLE 10 - ANNIVERSARY DATE AND STEP INCREASES

10.1 Step Increases. Except as otherwise provided in this Article, salary step increases are provided on the anniversary date of the employee at intervals of continuous employment in the employee's current job classification. These intervals are 9 steps over 8 years to reflect the Classification/Compensation Study.

10.2 When an employee's date of appointment to a job classification falls between the 1st and 10th of any month, the employee's anniversary date shall be the 1st of the month when first appointed to the job classification. When an employee's date of appointment to a job classification is after the 10th of any month, the employee's anniversary date shall be the 1st of the following month.

10.3 Reclassification and Promotion. After initial appointment to a job classification, an employee shall receive the entry level salary for the job classification, unless otherwise specified by the Human Resources Director, consistent with the employee's relevant skill, education and experience. An employee shall not lose pay when being promoted to a higher job classification. Employees who are promoted to a higher job classification as a result of a competitive process or reclassified to a higher job classification, including those who are transferred to a different department, shall be placed at the salary step for the higher job classification that is at least five percent (5%) higher than the rate they received before the reclassification, consistent with the employee's relevant skill, education and experience. A transferred employee shall be paid at the same rate received prior to transfer, absent some change in classification. Approval from the City Manager is required if a higher step in the range is requested by the Department Director. If an employee is reclassified into a lower classification, the employee shall be placed at the nearest rate of pay that is higher than the rate received before the reclassification.

10.4 Both the City and Union recognize that the term "anniversary date" is used only to determine an employee's placement on the salary schedule, longevity pay and vacation accrual and, that the term is unrelated to employee's "seniority date."

10.5 On an employee's anniversary date, the parties agree that the City may advance an employee two steps instead of one. This decision shall be made by the City taking into account the employee's relevant skill, education and experience. The City shall provide the Union written notice when it applies this section. The decision will not be subject to grievance; however, the incumbent(s) in the impacted classification may seek review of their relevant skill, education and experience to determine if they should be advanced similarly. The City's approval shall not be unreasonably denied.

10.6 Pay Equity. The City may provide an unscheduled step increase to correct a potential pay inequity between individual employees who perform work of a comparable character and are similarly-situated, taking into account the employees' relevant skill, education and experience as set forth in ORS 652.220. The City shall provide the Union written notice when it applies this section. The decision will not be subject to grievance; however, other incumbent(s) in the impacted classification may seek review of their relevant skill, education and experience to determine if they should be advanced similarly. The City's approval shall not be unreasonably denied.

ARTICLE 11 - SHIFT CHANGE NOTIFICATION

11.1 Whenever the City fails to give five (5) days' notice to a full-time employee of a temporary or emergency change in their normal work schedule, which would require the employee to work full shift different than that in which they normally work, the employee shall be paid an additional ten dollars (\$10.00) for that shift. This pay shall not be confused with or paid in addition to call back pay as provided for in Article 35 of this Agreement.

11.2 If an employee who has reported to work; is subsequently sent home and is required to return to work at a later time to complete full shift, the employee shall be paid an additional twenty dollars (\$20.00) for that shift.

11.3 For Emergency Shift Change Notification for emergencies such as disasters, local emergencies and weather response refer to Appendix B, Public Works Emergency Shift Change Notification (ESC).

11.4 This Article does not apply in the case of changes which are subject to a flex time arrangement under Article 5.1.d of the Agreement.

ARTICLE 12 - TOOL AND BOOT REIMBURSEMENT

12.1 Public works mechanics shall be eligible for reimbursement up to seven hundred dollars (\$700) each fiscal year for tools used in the course of employment. In order to be eligible for the reimbursement, mechanics must submit the original receipt.

12.2 If mechanics' tools are stolen or are broken by individuals other than the mechanics, those tools will be replaced by the City with a like replacement. It is the responsibility of the mechanics to maintain a current inventory of all tools, with a copy of this inventory to be submitted to the Assistant Public Works Director. This inventory list will contain the trade name, serial number and brand of all tools. The Director will consult with the lead mechanic on any changes to the current inventory system or tool accountability procedure.

12.3 The City shall reimburse employees in the classifications listed below for reasonable and necessary repair and replacement of safety boots that the City determines comply with OAR 437-002-0134(10) (OrOSHA regulation regarding protective footwear) based on a case-by-case PPE assessment of the job classification. Reimbursement shall be for the actual cost of a reasonable safety boot replacement or repair as determined necessary by the Department Director. The City will reimburse employees in all listed classifications that require boots for safety, a boot allowance of three hundred fifty dollars (\$350) for any two consecutive fiscal years starting July 1, 2025, i.e., once every two years. However, employees who spend less than three hundred fifty dollars (\$350) on boot replacement during that period will be reimbursed for any repair costs incurred and/or orthotics purchased during the rolling twenty-four (24) month time period up to

the three hundred fifty dollars (\$350) maximum. An original receipt must be presented to the City for reimbursement. The City may determine case by case to reimburse boot replacement costs more frequently or in greater amounts as deemed appropriate and necessary by the Department Director.

The classifications eligible for boot reimbursement are:

- Utilities Maintenance Specialist (I, II and III)
- Utility Customer Service Representative
- Utility Maintenance Team Leader
- Water Quality Coordinator
- Parks Maintenance Specialist (I, II, III)
- Parks Maintenance Team Leader
- Mechanic
- Building and Facility Specialist
- Environmental Specialist
- Building and Construction Inspector

12.4 The City will continue to provide items of protective clothing and attire required by the City to be worn/used on duty, which the City shall replace as necessitated by ordinary wear and tear.

ARTICLE 13 - WATERWORKS CERTIFICATION

13.1 Water Division personnel who were employed before December 31, 2009 shall receive premium pay based on their Water Distribution Certification or Wastewater Collection Certification level as of December 31, 2009 as follows:

- a. Water Works or Wastewater Certificate No. 1 to receive an additional 1% over their regular base pay on their regular monthly payroll check.
- b. Water Works or Wastewater Certificate No. 2 to receive an additional 2% over their regular base pay on their regular monthly payroll check.
- c. Water Works or Wastewater Certificate No. 3 to receive an additional 3% over their regular base pay on their regular monthly payroll check.

13.2 Water or Wastewater certification pay replaces all previous merit pay increases provided to Water Division or Wastewater employees.

13.3 Employees in certification process as of September 4, 2009 will receive this certification pay if the employee certifies by December 31, 2009. No new certifications will be compensated with certification pay after December 31, 2009.

13.4. Employees will continue to receive the current certification pay they were receiving as of December 31, 2009.

Agreement between Oregon City and AFSCME Local 350-2

Expires June 30, 2028

Page 10

ARTICLE 14 - LONGEVITY PAY

14.1 Employees who have performed satisfactory continuous service for the required number of years shall be eligible to begin accruing longevity pay with the pay period following completion of the required number of years.

14.2 Continuous Service. Continuous service shall be terminated by resignation, termination, retirement or other separation of employment as set forth in Article 34.5. If a separated employee is subsequently rehired, the prior period of employment will not count toward eligibility for longevity pay.

14.3 Amount of Payment. Eligible employees shall receive one (1%) percent of the base salary upon completion of five (5) years; two (2%) percent after 10 years; three (3%) percent after 15 years; four (4%) percent after 20 years; five (5%) percent after 25 years and six (6%) percent after 30 years and more continuous satisfactory service in a permanent status. Longevity increments shall be paid in addition to regular compensation and shall be incorporated with the regular paycheck.

ARTICLE 15 - WORKING OUT OF CLASSIFICATION

15.1 Employees are eligible to receive out of class differential pay as described below.

- a. Working out of classification is defined as occurring when an employee is assigned, for a minimum of a full work shift, to perform duties unique to a higher classification which constitute the higher duties of that higher job classification.
- b. The City retains the right to determine when it is practical and efficient to assign employees to perform out of class work. Nothing in this Article shall be interpreted as a guarantee that an employee shall be assigned to work out of classification in the absence of another employee.
- c. Employees assigned to work out of classification shall be compensated as follows:
(1) For hours worked out of classification in bargaining unit classifications, at either five percent (5%) above the current base salary or at the step closest to but not less than that amount in the salary range of the higher classification, whichever is greater; (2) For hours worked out of classification in management classifications, at seven and one half percent (7.5%) above the current base salary or at the starting salary of the management salary range, whichever is greater. In no case may an employee working out of classification earn more in a payroll period than the monthly pay that would be earned if the employee were regularly appointed to work in the higher classification.

- d. If an employee believes they have been working out of classification for a temporary assignment of three (3) or more workdays, the employee may make a written request for working out of classification pay to their supervisor. The supervisor is required to consult with the Human Resources Director after receiving such a request. If the employee does not receive an answer within ten (10) City business days of presenting their request to their supervisor, the employee may request that the Human Resources Director review the request. The request for Human Resources to review the request must be made within ten (10) City business days from when the supervisor responded to the request. The Human Resources Director will make a decision within ten (10) City business days of the employee's request for review. Should the Human Resources Director deny the employee's request, the employee may initiate a grievance at Step 3 of the grievance procedure by submitting the grievance to the City Manager within seven (7) City business days from the Human Resources Director's denial.

ARTICLE 16 - LEAVES OF ABSENCE

16.1 Leave of Absence Without Pay. An employee may be granted a leave of absence without pay not to exceed ninety (90) days by the City Manager. Employees on leave of absence without pay shall not accrue vacation or sick leave during the absence or receive holiday pay for recognized holidays falling within their leaves and shall be required to reimburse the City for insurance premiums. The leave shall not prejudice the employee's seniority or other earned rights. Employees who are absent from work due to a medical condition and have exhausted OFLA/FMLA/PLO leave are encouraged to contact Human Resources regarding eligibility for extended leave of absence. The City will comply with its legal obligations under ADA and related laws to provide reasonable accommodations to employees.

16.2 Military Leave. Military leave shall be granted in accordance with federal and Oregon law.

16.3 Bereavement Leave. In the event of a death in the employee's immediate family an employee shall be granted up to three (3) days (not to exceed 24 hours) leave with pay. Immediate family shall include the employee's husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, foster child, domestic partner, any relative residing in the household, or any other familial relationship recognized by applicable law. Additional paid leave may be granted on an individual need basis and will be deducted from the employee's vacation, floating holiday bank, paid personal day or compensatory time. Bereavement leave must be approved by the Department Director or designee. Funeral participation time off will be granted when an employee participates in or attends funeral services for other than the immediate family. Such leave must be approved by the Department Director prior to the funeral services and may be charged to vacation or compensatory time or taken as unpaid time.

In addition, employees are entitled to utilize up to eighty (80) hours of sick leave for bereavement leave in accordance with the Oregon Family Leave Act (OFLA). For information regarding OFLA bereavement leave rights, employees should contact the Human Resources Department. Part-time employees covered by this Agreement who are not eligible for OFLA may utilize their sick leave based on prorated full-time (FTE).

16.4 Witness or Jury Duty. When an employee is called for jury duty or is subpoenaed as a witness, they shall not suffer any loss in regular pay from such absence. However, they shall remit to the City any compensation or fees received for such duties except mileage, meals or parking reimbursement. Upon being excused from jury duty for a portion of any day, an employee shall immediately contact their supervisor for assignment for the remainder of their regular workday.

16.5 Paid Personal Leave. Full-time employees shall be allowed eight (8) hours per fiscal year for personal and family matters, which cannot be scheduled outside of the regular workday. The leave must be taken in fifteen (15) minute increments. Personal leave shall not be considered "time worked" for overtime purposes and therefore shall not be computed in determining overtime eligibility. All other bargaining unit employees shall accrue personal leave on a prorated FTE basis with a minimum accrual of a quarter-hour. Employees will be frontloaded with personal leave under this section in the July pay period of any given fiscal year and the leave must be used no later than June 10 (or within the pay period in which June 10 falls) in the fiscal year in which it is given. Personal leave shall be used within the fiscal year given with no carry-over of hours into a new fiscal year.

16.6 Parental, Family and Other Protected Leave. It is the City's intent to comply with all leave of absence laws. Parental, family leave and other protected leave may be taken pursuant to applicable state and federal law as set forth in the City's Leave of Absence Policy and PLO Policy. Generally, these laws (and related City policy) provide protected leave for the employee's own serious health condition, for the care of specified family members with serious health conditions, for parental leave purposes, to care for a child who needs home care but does not have a serious health condition and for certain other qualifying reasons. While out on such leave, and subject to the requirements of the applicable leave law and City policy, an employee may utilize accumulated sick leave, vacation time, compensatory time and holiday time in any order. In the event an employee does not specify which paid leave bank is preferred, sick leave will be used first, followed by compensatory time, holiday and vacation leave. Consistent with applicable law and City policy, employees will be required to exhaust all paid time prior to taking the balance of any qualifying parental and family leave without pay.

The City shall not be required to extend FMLA/OFLA/PLO leave beyond the protected period provided by law when the employee's circumstances preclude the employee from returning to work, except as a required reasonable accommodation under the ADA/ORS Chapter 659A.

ARTICLE 17 - HOLIDAYS

17.1 All regular full-time employees are entitled to the following holidays with pay:

- New Year's Day – January 1st
- Martin Luther King, Jr. Day – 3rd Monday in January
- Floating Holiday in lieu of Lincoln's Birthday – February 12th
- Presidents Day – 3rd Monday in February
- Memorial Day – Last Monday in May
- Juneteenth – June 19th
- Independence Day – July 4th
- Labor Day – 1st Monday in September
- Veteran's Day – November 11th
- Thanksgiving Day – 4th Thursday in November
- Day after Thanksgiving – 4th Friday in November
- Christmas Eve day – December 24th
- Christmas Day – December 25th

17.2 In addition, any day designated by the President of the United States and the Governor of Oregon as a legal holiday will be granted.

17.3 To be eligible for holiday pay, the employee must be on paid status the scheduled workday before and after the holiday unless the employee was not on paid status due to inclement weather, OFLA/FMLA or other protected leave. In that event, such employees shall not lose holiday pay. When one of the above-mentioned holidays falls on a Sunday, the following Monday shall be observed as the holiday. When one of the above-mentioned holidays falls on a Saturday, then the preceding Friday shall be observed.

17.4 The Library will observe the holiday on the actual calendar day of the holiday and the City-observed closure.

17.5 Floating holidays may accrue up to forty (40) hours.

17.6 Holidays that occur when an employee is on vacation or on sick leave shall not be charged against the employee's vacation or sick leave.

17.7 Call Back on a Holiday. If an employee is called back to work on an actual holiday (in contrast with the day on which the holiday is observed), the employee will be paid at the overtime rate for all hours worked on the actual holiday and shall receive an additional eight (8) hour floating holiday to compensate for the inability to enjoy the actual holiday. A regular full-time employee may elect to receive compensatory time in lieu of overtime pay for all hours worked on the holiday with supervisor approval.

An employee required to be on-call for a period which includes a holiday shall be compensated in accordance with Article 35.1.

17.8 Employees scheduled or required to work on a holiday. If an employee not covered by the preceding and following Articles 17.8 and 17.10 is required to work on the date of an actual holiday (in contrast with the day the holiday is observed), the employee will be paid at the overtime rate for all hours worked on the actual holiday and shall receive an additional eight (8) hour floating holiday to compensate for the inability to enjoy the actual holiday. A regular full-time employee may elect to receive compensatory time of all hours worked on the holiday in lieu of receiving holiday overtime pay, with supervisory approval.

17.9 Part time employees whose regular scheduled workday falls on a holiday shall receive their regular pay. Part time employees whose regular day off falls on a holiday shall receive pro-rated floating holiday or pay at the employee's regular rate of pay, based on the FTE of the employee.

ARTICLE 18 – VACATION

18.1 Years of employment shall be years of continuous, unbroken service from the last date of hire. Employees on layoff or unpaid leave of absence shall not accrue vacation leave.

18.2 All full-time employees shall accrue vacation time at the rate described in the schedule below:

<u>Years of Employment</u>	<u>Per month</u>	<u>Approx. Days/Year</u>
0 through 3 years	8.15 hours	12
4 through 6 years	10.05 hours	15
7 through 9 years	11.44 hours	17
10 through 14 years	13.35 hours	20
15 through 19 years	14.73 hours	22
20 through 24 years	16.81 hours	25
25 years or more	20.11 hours	30

The City reserves the right to frontload up to forty (40) hours of vacation time as deemed necessary to attract skilled and experienced employees.

18.3 Employees shall not be eligible for vacation leave during their first month of employment, although vacation leave shall accrue from the date of employment.

18.4 Vacation leave can be carried over from year to year. The maximum amount a full-time employee may accrue at any one time is 240 hours. Part-time employees may accrue a maximum of 240 hours roughly based on the employee's budgeted FTE. Example: a .5 FTE may accrue a maximum of 120 hours; a .8 FTE may accrue a maximum of 192 hours. An employee whose accrual is at the cap shall forfeit any further accrual under this Article until no longer at the cap.

18.5 Vacation leave shall be used in increments of at least one-quarter of an hour.

18.6 Employees shall be paid for any unused vacation time in the event of resignation, retirement, termination or other separation from employment.

18.7 Part-time employees shall accrue vacation leave on a pro-rated basis based upon the number of hours in their regular scheduled workweek.

18.8 Vacation Sell-Back. In the December pay period of each fiscal year, employees may elect to "sell-back" accrued vacation time up to a maximum of forty (40) hours of accrued vacation time.

To be eligible for sell-back, an employee must meet the following conditions:

1. They must have taken at least forty (40) hours of vacation in the same fiscal year as the sell-back; and
2. They must retain an accrual of a minimum of one hundred forty (140) hours vacation time, after the sell-back.

The sell-back will be included on the same schedule as typical payroll checks. Vacation sell-back would be considered taxable income and subject to withholdings. All requests are budget dependent and not guaranteed.

ARTICLE 19 - SICK LEAVE

19.1 All regular full-time employees covered by this Agreement shall accrue sick leave at the rate of twelve (12) hours per month; part-time employees accrue sick leave at a prorated rate based on FTE. Sick leave will be charged in quarter hour (.25) increments while the employee is

absent from work.

19.2 The parties recognize that the ability to attend work regularly and reliably is an essential job function and intentional abuse of sick leave is cause for termination.

19.3 Employees are entitled to use their sick leave for the following reasons:

- a. When they are unable to perform their duties due to an off-the-job illness or injury, pregnancy, necessity for medical or dental care or exposure to contagious disease.
- b. When their presence is required to care for a member of their immediate family in accordance with City policy and applicable state and federal leave laws.
- c. Employees who become eligible for workers' compensation benefits and who are off work due to a compensable injury or occupational illness shall be allowed to use accrued sick leave to supplement the workers' compensation so as to receive their regular net pay for a period of up to six (6) months. In addition, employees shall continue to receive the City's contribution for health & welfare benefits as provided in Article 24.1 (A-C) for a period of up to six (6) months.
- d. For the birth, adoption or foster care placement of a child, consistent with applicable law; or
- e. For any other allowable use as provided by City policy and applicable state and federal leave laws.

Employees are encouraged to contact Human Resources Department for more information regarding the types of absences that sick leave can be used to cover.

19.4 The City may require medical certification in accordance with Oregon Sick Leave Law, OFLA, FMLA and the ADA. If the City suspects sick leave abuse, the City may require verifying medical or other documentation.

19.5 Accrued sick leave shall be applied to retirement or disability benefits through the Public Employee's Retirement System as outlined in ORS Chapter 237 and the Administrative Rules and Regulations of the Public Employees Retirement System for Tier 1 and Tier 2 members. Otherwise, sick leave accruals shall have no cash value.

19.6 Employees may elect to use their vacation, holiday and compensatory time accruals in lieu of using their paid sick leave for leaves qualifying under the Oregon Sick Leave Law.

19.7 For the purpose of this Article, "immediate family," is defined to include the employee's spouse; domestic partner; biological, adoptive, foster parent or step parent; biological, adoptive, foster or step-child; grandparent or grandchild, current parent-in-law, domestic partner's parent or child and a person with whom the employee was or is in a relationship of *in loco parentis* or a legal dependent for income tax purposes living in the employee's home, and any other legally

recognized relationship under OFLA/PLO or Oregon Sick Leave Law.

19.8 The Human Resources Department will administer the City's Paid Leave Donation Program in accordance with City policy for the benefit of eligible employees.

ARTICLE 20 - SALARY CONTINUATION INSURANCE PLAN

20.1 The City shall provide a disability (salary continuation) insurance policy for all employees covered by this Agreement. This policy shall provide employees who are determined to be eligible for benefits by the insurance carrier an income equal to two-thirds (2/3rds) of this employee's pre-disability earnings less deductible income in accordance with the City's insurance policy, up to six thousand dollars (\$6,000) per month starting one hundred eighty (180) days after the date that disability was incurred and continuing as long as the employee is disabled as determined by the insurance carrier. Premiums for this coverage shall be paid by the City. In the event the insurance carrier determines that an employee is eligible for benefits, the City shall pay the employee two-thirds (2/3rds) of the employee's pre-disability earnings less deductible income in accordance with the City's insurance policy for the period starting ninety (90) days and ending one hundred eighty (180) days after the date the disability was incurred. Part-time employees covered by the Agreement shall receive prorated payments on a full-time equivalent FTE basis.

20.2 It is understood that the City's only obligation is to pay for premiums on this insurance policy. No claims shall be made against the City as a result of denial of coverage or benefits by the insurance company. The City's obligation is limited to payment of two-thirds (2/3rds) of the employee's pre-disability earnings less deductible income for the ninety (90) to one hundred eighty (180) day period as specified above.

ARTICLE 21 - DEFERRED COMPENSATION AND HRA VEBA

21.1 The City shall make available to all employees one or more deferred compensation plans (IRS Section 457). The City may, in the City's discretion adopt/offer an IRC section 401(a) plan.

The City will contribute two percent (2%) of base pay per pay period for each employee into a deferred compensation plan set up and administered by the City for the benefit of bargaining unit members.

21.2 The City shall make available an HRA VEBA program to fund unreimbursed current or future medical expenses. The City agrees to contribute fifty dollars (\$50) per full-time employee per month and a prorated amount for part-time employees based on FTE.

21.3 No employee may accrue more than eighty (80) hours of compensatory time off. Effective Agreement between Oregon City and AFSCME Local 350-2

Expires June 30, 2028

Page 18

at the close of the November payroll period each year, every employee's compensatory time balance shall be reduced to sixty (60) hours if then in excess of that amount, and the value of the compensatory time in excess of sixty (60) hours shall be paid by the City into the HRA VEBA.

ARTICLE 22 - EDUCATIONAL OPPORTUNITIES

22.1 The City shall provide an employee's tuition for courses related to the employee's work, provided that:

- a. The course is approved in advance by the Department Director and the City Manager.
- b. The employee receives a grade of "C" or better or a "pass" grade if the class is graded on a "Pass-Fail" basis and provide acceptable verification.
- c. The employee is not receiving reimbursement for tuition from other sources.
- d. Funds have been budgeted.
- e. Reimbursement shall be conditional upon the employee remaining in the City employment for a period of two (2) years from completion of the course as set forth in Article 22.5 below.

22.2 If the City pays for any textbooks and publications for such courses, the textbooks and publications shall become the property of the City.

22.3 Courses that are offered only during regular working hours must be approved by the Department Director or City Manager or designee.

22.4 The City shall reimburse travel expenses to and from the location of a course only if the course is on an assignment basis and approved by the Department Director and City Manager.

22.5 Employees who resign or retire before completion of the two (2) year period specified in Article 22.1 will be responsible for repaying the tuition reimbursement paid by the City on a prorated basis, with each month of service following the completion of the course reducing the amount of repayment owed by one twenty-fourth. Repayment will be recouped through payroll deduction. In the even there is insufficient funds to secure reimbursement, the employee must pay the City the differential directly. If an employee leaves employment due to an unforeseen circumstance, the employee shall not be held liable for reimbursement to the City.

ARTICLE 23 - PUBLIC EMPLOYEES RETIREMENT SYSTEM

23.1 The City agrees to participate in the Oregon Public Employees Retirement System (PERS) and in the Oregon Public Service Retirement Plan (OPSRP) to pay the City's amount required into each employee's PERS account. The City shall pay the six percent (6%) employee contribution to

Agreement between Oregon City and AFSCME Local 350-2

Expires June 30, 2028

Page 19

the Public Employees Retirement Fund/Individual Account Program and to the Oregon Public Service Retirement Plan (OPSRP/IAP) for the employees covered by this Agreement. Such “pick up” or payment of employee member’s monthly contributions to the system shall continue for the life of this Agreement.

23.2 It is expressly understood that the provisions of Article 30 (Savings Clause) shall apply in the event any or all provisions of this Article are determined to be unlawful by an Oregon Court having jurisdiction in this matter.

23.3 In the event that during the life of this Agreement, it becomes impossible for reasons of law, regulation or decisions for the City to pay the six percent (6%) employee contribution to PERS/OPSRP, the City and the Union agree to re-open this paragraph to negotiation the impact of such action. It is the intent of the parties that negotiations will address the loss of the six percent (6%) employee contribution in a legally permissible manner.

ARTICLE 24 - EMPLOYEE INSURANCE BENEFITS

24.1 The City agrees to provide medical, hospitalization, dental, and optical insurance programs for employees covered by this Agreement and their eligible dependents. In the event that the City should desire to change to different insurance plans, insurance carriers, or plan year for any of the provided insurance programs, the City and the Union shall jointly meet and review the coverage being proposed.

24.2 Outside consultants may be utilized to aid in analyzing new proposals for insurance coverage. In the event the City changes carriers the new carriers shall provide coverage equal to or better than the coverage provided to maintain two health insurance carriers one of which shall be Kaiser Foundation. In the event a married couple is employed by the City, the City or the Union may request a meeting to discuss a mutually agreeable alternative to dual coverage. Coverage shall be maintained at the equivalent level in effect upon execution of this Agreement.

- a. Full-time employees (.8 FTE or greater) on the Kaiser medical plan shall pay ten percent (10%) of the monthly premium. Employees on the PPO medical plan shall pay a percentage of the monthly premium based on their family status. The percentage of the monthly premium to be paid is as follows:
 1. An employee with a single person family status shall pay six percent (6%) of the monthly premium.
 2. An employee with a 2-person family status shall pay eight percent (8%) of the monthly premium; and
 3. An employee with a family status shall pay 10 percent (10%) of the monthly premium.

- b. Employees who elect to enroll in PPO medical coverage must comply with PPO plan terms and conditions.

24.3 The City agrees to provide all full-time employees covered by this Agreement with group term life insurance in the amount of twenty-five thousand dollars (\$25,000) for employees and two thousand dollars (\$2,000) for each dependent. Premiums for this coverage shall be paid by the City. Employees will be provided the option to enroll in supplemental life insurance for employees and their dependents.

24.4 All employees covered under this Agreement shall be covered by all provisions of the Oregon Unemployment Insurance Act and premiums for this coverage shall be paid by the City.

24.5 It is understood that the City's only obligation is to purchase and pay its share of premiums on the insurance policies. No claim shall be made against the City as a result of denial of benefits by the insurance company.

24.6 The City agrees to contribute a pro-rated share of the monthly premium for each part-time employee covered by this Agreement who chooses to be covered by the City's health insurance as specified in 24.1 as follows: 0.5 – 0.65 FTE City pays fifty percent (50%) of tiered premium and employee is responsible for fifty percent (50%) of tiered premium. For 0.66 – 0.79 FTE the City will pay seventy-five percent (75%) of tiered premium and the employee is responsible for twenty-five percent (25%) of tiered premium. In no case will the part-time employee's premium cost share exceed the stated % of the composite rate for the plan.

ARTICLE 25 - DISCIPLINE AND DISCHARGE

25.1 Disciplinary action may include the following actions:

- a. verbal reprimand documented in writing
- b. written reprimand
- c. suspension with or without pay
- d. demotion
- e. discharge

The disciplinary process for regular (non-probationary) employees shall normally be progressive in nature. However, discipline may be initiated at any step and the City may skip steps depending on the seriousness of the conduct, prior disciplinary action and other factors, consistent with just cause.

25.2 The City shall not impose discipline against an employee who has completed their initial probationary period without just cause and due process whenever required (e.g., economic discipline). Additionally, the City may place an employee on paid administrative leave pending

an investigation and due process obligations as it determines appropriate. Paid administrative leave shall not be considered discipline. A written reprimand or higher may be subject to the grievance procedure. Upon the employee's request, a verbal reprimand documented in writing shall be removed from the employee's personnel file after two years from issuance.

25.3 If a supervisor or manager has reason to discipline an employee, they shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

25.4 Employees shall be afforded the right to request the presence of a Union representative at a disciplinary or investigatory interview or other meeting which the employee reasonably believes may lead to discipline of the employee, and at a meeting to announce and deliver discipline to an employee if and whenever the supervisor intends to enter into conversation with the employee. The Union representative's role and attendance unless otherwise agreed case by case is as described in Oregon ERB law; the meeting/interview shall not be delayed unreasonably in order that a particular Union representative may attend where another Union representative or officer or shop steward of the Local can be identified and is available to attend without loss of pay.

25.5 Grievances which challenge discharge may be initiated by the Union at Step 3 of the grievance procedure by the employee or Union representative filing the grievance directly with the City Manager.

ARTICLE 26 – LAYOFF

26.1 Layoffs. The City will determine the classification(s) to be reduced, as well as the staffing level (full-time and part-time positions) to be reduced. Layoffs within each affected job classification shall be made in the following order: any temporary or seasonal non-bargaining unit employees in the affected job classification will be laid off first, followed by probationary employees in that job classification. If the layoff of any temporary, seasonal and/or probationary employees does not meet the City's reduction in force needs, regular part-time employees in the classification affected will be laid off next in inverse order of bargaining unit seniority. If the layoff of regular part-time employees does not meet the City's needs, then regular full-time employees in the classification affected will be laid off in inverse order of bargaining unit seniority. Seniority shall be defined as set forth in Article 34.4. If the City determines the need for a reduction in the work force, notice of not less than four (4) weeks shall be provided to the Union and the bargaining unit employees to be laid off. This notice requirement does not apply to employees who are laid off as a result of bumping by other employees. Employees who receive notice of layoff shall have the right to accept the layoff or exercise their bumping rights in accordance with Article 26.2, below.

26.2 Bumping. An employee who is laid off from a position in the Office

Agreement between Oregon City and AFSCME Local 350-2

Expires June 30, 2028

Page 22

Specialist/Administrative Assistant or Utility Maintenance/Team Leader series may “bump” another employee with less seniority in a lower classification in the same classification series (i.e. Office Specialist/Administrative Assistant series, Utility Maintenance Specialist/Team Leader series) as listed in Appendix A Salary Schedule. An employee who is laid off from another position (i.e. a position that is not in the Office Specialist/Administrative Assistant series or Utility Maintenance Specialist/Team Leader series) may bump an employee in a lower classification, if they are qualified to perform all of the duties of that position and the employee subject to being bumped has less bargaining unit seniority. However, only employees in the Office Specialist/Administrative Assistant series can bump across departmental lines. Employees who are notified of layoff or being bumped must notify Human Resources that they wish to exercise bumping rights in writing within seven (7) calendar days of receipt of the layoff notice. Employees who bump into other positions as outlined above will be paid at the rate of pay for the position they bump into. They will also be placed at the same salary step they were in when the bumping occurred and will be required to serve one year in that position before moving to the next step of the Salary Schedule.

The City Manager may make an exception to the order of layoff when the retention of an employee with needed qualifications, skills or performance abilities is necessary for the efficient operation of the department. Such actions shall be taken only for articulated, job-related reasons and substantiated by written documentation. In no event may a non-bargaining unit employee bump a bargaining unit employee or bump and cause the downgrade of a bargaining unit employee without the mutual agreement of the Union.

26.3 Recall. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months from date of layoffs. An employee who is laid off from a position in the Office Specialist/Administrative Assistant or Utility Maintenance/Team Leader series shall have recall rights to their former position or to a lower position in their classification series. Employees who are laid off from other positions shall also have recall rights to their former position. Recall shall be in inverse order of layoff. In the event two (2) or more employees have recall rights to the same position, priority shall be given to the employee with the most bargaining unit seniority.

An employee’s layoff status shall be terminated and rights to recall shall be extinguished if the employee is not recalled to City employment within twenty-four (24) months following the layoff date.

26.4 Employees on a recall list are obligated to keep the City informed of their current personal email address, mailing address and telephone number. Notification of recall shall be by current personal email address and by U.S. First Class Regular mail to the last mailing address on file in the City’s Human Resources records. Failure by an employee to reply to a recall notice within fourteen (14) calendar days from emailing the notice to the employee’s personal email address, in the City’s Human Resources records, shall result in loss of recall rights unless the employee contacts the Human Resources Director within thirty (30) days from the date of emailing of a recall notice and provides an explanation that demonstrates good cause for failure to respond.

In such event, the employee's recall rights shall be reinstated for the remainder of the twenty-four (24) month recall period. If good cause for failure to respond is established, the employee shall further be entitled to the recall provided another laid-off employee has not already been recalled to the position or another employee has not already been offered the position.

26.5 No new employees shall be hired into classifications from which employees are in layoff status until the recall list is exhausted.

26.6 Employees who are recalled shall have their previously accrued seniority and accrual rates restored as well as unused sick leave restored, but shall not accrue any seniority or benefits while on layoff.

26.7 When an employee is placed on layoff status the employee shall be eligible under COBRA to continue medical and dental health insurance benefits at the employee's expense. Employees shall make insurance premium payments to the City as provided for under Administrative Policies of the City and/or as required by the insurance provider as a condition for continuation of such insurance.

ARTICLE 27 - GRIEVANCE PROCEDURE

27.1 For the purpose of this Agreement a grievance is defined as a dispute regarding an alleged violation of this Agreement.

In the effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure. Before filing a Step 1 grievance, the Union will attempt to resolve the issue informally with the City.

27.2 The term "days," as used in this Article shall mean normal City business days, Monday through Friday, excluding recognized holidays.

27.3 The written grievance must include:

- a. The name and position of the employee(s) on whose behalf the grievance is brought;
- b. The date of the alleged violation of the Agreement or the date the employee or Union knew or should have known of the alleged violation, whichever occurs later;
- c. A clear and concise statement of the relevant facts;
- d. The specific provision(s) of the Agreement allegedly violated;
- e. The remedy sought; and
- f. Signature of the person submitting the grievance and date the grievance was submitted.

27.4 Timelines at any stage of the grievance procedure may be extended by mutual written agreement between the City and the Union.

27.5 Grievances will be filed at Step 1 of the grievance procedure with the following exceptions:

- a. The City and the Union may mutually agree to filing at a higher step.
- b. Grievances will be filed with the manager or supervisor who imposed the discipline or committed the alleged violation. If that employee is the Department Director, the grievance will be filed at Step 2.
- c. Grievances alleging violations of the working out of classification provision shall be filed at Step 3 in accordance with Article 15.1.d.
- d. Verbal reprimands are not subject to the grievance process.

27.6 The Steps of the Grievance Procedure.

Step 1. *The Immediate Supervisor or Manager.*

Grievances submitted at Step 1 will be filed with the grievant's immediate supervisor within twenty (20) days of the alleged violation or the date the employee or Union knew or should have known of the alleged violation, whichever occurs later. There will be a mandatory meeting to formally discuss the grievance seven (7) days of submission of the grievance. Unless an exception is agreed upon by the Union and the City, the meeting will be attended by the grievant, a manager or supervisor designated by the City, and the steward and/or other Union representative. The grievant's supervisor, or another manager or supervisor designated by the City, will respond in writing to the grievant and Union representative within seven (7) days following the meeting. If the grievance is not resolved within seven (7) days following the written response, the grievance may be submitted to Step 2.

Step 2. *The Department Director.*

Grievances filed at Step 1 which are unresolved at Step 1 may be submitted by the grievant or Union representative to the Department Director or designee at Step 2. Step 2 grievances must be submitted in writing within seven (7) days following the Step 1 written response. The Department Director will respond in writing to the grievant and Union representative within ten (10) days of receipt.

Step 3. *City Manager.*

Grievances unresolved at Step 2 may be submitted by the grievant or Union representative to the City Manager. Step 3 grievances must be submitted within seven

(7) days after the response is provided at Step 2. The City Manager will respond in writing to the grievant and Union representative within fifteen (15) days of receipt. The parties shall attempt to resolve the grievance during the seven (7) day period following receipt of the City Manager's response.

Step 4. *Arbitration.*

If the grievance is not resolved at Step 3, the Union may submit written notice of intent to arbitrate to the City Manager. The written notice of intent to arbitrate must be submitted within twenty (20) days following receipt of the City Manager's Step 3 response. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be jointly requested from the State Mediation and Conciliation Service. The parties shall alternately strike one name from the list until only one name from the list remains. The order of striking shall be determined by lot. The remaining individual shall be the arbitrator. The striking shall be conducted not later than seven (7) days after receipt of the list. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall not have power to alter, modify, add to or detract from the terms of this Agreement. The decision of the arbitrator shall be binding on both parties.

27.7 No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

27.8 Expenses for the arbitrator's services shall be borne by the losing party. Each party shall be completely responsible for the cost of preparing, presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings it shall solely bear the cost of such records; provided however that if the other party requests a copy of the record then the cost of the record for the parties and the Arbitrator including the reporter appearance fee, if any, shall be shared evenly.

27.9 In the case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which provides a remedy for more than ninety (90) days prior to the date when the grievance was first submitted.

27.10 Any or all time limits specified in the grievance process may be waived by the mutual written consent of both parties. In the event that the Department Director or the City Manager should, for legitimate reasons, be absent from their respective positions at the time the employee or Union submits the grievance to their step in the grievance process, the grievance process shall be suspended until their return to duty with the City.

27.11 Stewards designated by the Union shall not suffer loss of pay or benefits when meeting

with the Department Director or other management representatives concerning written grievances. It is understood that the City shall not incur overtime liability as a result of time devoted to such proceedings.

ARTICLE 28 - SHOP STEWARDS

28.1 The Union may select Steward(s) from employees covered by this Agreement. The names of the Steward(s) and the names of the other Union representatives, who may represent employees, shall be identified by the Union in writing to the City. If requested, the Steward(s), or Union officers acting in the capacity of a Steward, shall have the right to represent employees within the bargaining unit with respect to grievances. The Steward shall be granted time to meet with City representatives on matters relating to the processing of grievances without loss of pay during normal working hours.

28.2 The Steward shall obtain authorization from their supervisor prior to leaving the work area for the above stated purposes.

28.3 As much as possible, grievance proceedings shall be held during regular working hours without loss of pay or recrimination to the aggrieved party and/or the Steward. It is understood that the City will not incur any liability for overtime pay as the result of any grievance proceedings.

ARTICLE 29 - SAVINGS CLAUSE

Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or be in violation of a law or regulation, such decisions of the court shall apply only to the specific article, section, or portion of the Agreement that is unlawful. Upon the issuance of such a decision or enactment of such a law or regulation the unlawful language will be void and the parties agree to negotiate a substitute for the invalidated language. Nothing in this Article constitutes a waiver of the right of either party to assert that the language in question is not unlawful or exercise its applicable legal rights.

ARTICLE 30 - NO STRIKES OR LOCKOUTS

30.1 The City will not lockout employees during the term of this Agreement. However, the City shall have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient in the City's judgment to warrant continuation of part or all of its operations.

30.2 The Union will not initiate or engage in and no employee(s) will participate or engage in any strike, slowdown, picketing, boycott or other interruption of work during the term of this

Agreement between Oregon City and AFSCME Local 350-2

Expires June 30, 2028

Page 27

Agreement.

30.3 Should a strike or other interruption of work occur; the City shall notify the Union of such activity and ask the Union whether the activity has been authorized. The Union, immediately thereafter, shall respond to the City's request in writing.

30.4 Upon receiving notice of a strike or other interruption of work, which it has not authorized, the Union will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the City for the unauthorized activity of the employees involved.

30.5 In the event employees participate in a strike or other interruption of work in violation of this Article, the participating employee(s) shall be subject to selective disciplinary action, which may include discharge.

30.6 It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, or other interruption of work.

ARTICLE 31 - BILINGUAL PAY

31.1 Employees occupying a position where fluency in a foreign language that has been approved by the City as being beneficial to advancing City services shall be paid an additional three percent (3%) over base pay per month. The City has an established process for testing and standard for demonstrating fluency, which the employee must satisfy in order to receive a language premium. If the City determines that a position no longer qualifies for bilingual pay, the incumbent employee who currently receives fluency pay will be continue to receive the fluency pay until they vacate the position, upon which fluency pay for the position will cease.

ARTICLE 32 – FUNDING

32.1 The parties to this Agreement recognize that revenue needed to fund this Agreement must be approved by established budget procedures and in certain circumstances by a vote of the citizens of the City of Oregon City. Portions of this Agreement are therefore contingent upon approval of the proposed budget by the Budget Committee, the City Commission and, in certain instances, the voters of the City.

32.2 In the event of budget reductions by the Budget Committee or the City Commission or lack of approval by the voters, the parties agree to meet and confer to seek the best possible alternatives to layoff and/or cutback of services with the desired end result to be to offer available employment opportunities to existing bargaining unit members whenever and wherever possible.

Agreement between Oregon City and AFSCME Local 350-2

Expires June 30, 2028

Page 28

ARTICLE 33 – SUBCONTRACTING

The Union recognizes that the City may contract and subcontract work as it determines would be economically advantageous to the City. In the event that such a contract or subcontract would result in layoff to employees covered by this bargaining unit, the City agrees to give the Union (60) days' notice of such action and further agrees to meet and confer with the Union to discuss the effect of such action prior to finalizing and implementing such a decision. The City agrees to give consideration to alternatives such as work force reduction by attrition, transfers to other departments (including those not covered by this Agreement), preferential rehiring, and reasonable expenses associated with retraining employees who may be displaced by such action. Such considerations shall be within the City's broad authority to provide efficient and economic services to the citizens of the community.

ARTICLE 34 - PROBATION AND SENIORITY

34.1 Initial Probation. Employees with less than one year of service shall be on probation. Prior to completion of this initial probationary period an employee may be discharged at will and without recourse to challenge the discharge through the grievance procedure.

34.2 Promotional Probation. Employees promoted within the bargaining unit shall be subject to a six-month promotional probationary period. Promoted employees who do not successfully complete their promotional probationary period shall be reinstated in their previous classification without recourse through the grievance procedure.

34.3 Extensions. Initial and promotional probationary periods may be extended for any time the employee is on paid or unpaid leave of absence for a period longer than thirty (30) days.

34.4 Definitions of Seniority. "Bargaining unit seniority" is defined as length of continuous service from most recent date of hire in a bargaining unit position.

An employee promoted out of the bargaining unit shall cease accruing bargaining unit seniority, but shall not forfeit such seniority. The bargaining unit seniority the employee had when promoted will be restored if the employee returns to a bargaining position.

34.5 Loss of Seniority. An employee shall lose all seniority and the employment relationship will be separated if any of the following events occur:

- a. Voluntary resignation or retirement;
- b. Discharge of a regular employee for just cause or discharge of an employee who is on initial probation at will;
- c. Layoff for more than twenty-four (24) consecutive months (However, employees

- shall not accrue seniority while on layoff.);
- d. Failure to notify the City of intent to return to work pursuant to a recall notice sent per Article 26.4 by email and U.S. First Class Regular mail to the last email address and mailing address provided by the employee to the City within fourteen (14) calendar days of the City emailing and/or mailing notice to the employee, whichever is greater, unless good cause is shown as set forth in Section 26.4.
 - e. Failure to report for work upon expiration of an authorized leave of absence;
 - f. Absence from work due to an on-the-job injury or occupational illness for a period of three (3) years from date of injury or illness or otherwise in accordance with ORS 659A.043 or ORS 659A.046; or
 - g. Failure to return from military leave in accordance with applicable law.

ARTICLE 35 - ON-CALL DUTY & CALL BACK

35.1 On-Call. Provisions of the Article are applicable only to those bargaining unit employees who regularly work in the Public Works Department. On-call duty will be arranged for every day of the year in accordance with such practices as the Department may establish periodically.

35.2 On-Call Duty Defined. On-call duty is defined as whenever an employee is required to be available outside their normal working hours to receive emergency electronic communication (such as phone calls, emails, text messages) and if necessary, to physically report onsite. Any employee assigned to on-call duty needs to respond as needed from within the Tri-County Portland metropolitan area during evenings and/or weekends outside their normal working hours during a seven (7) day period. Typically, the 7-day period runs from 12:00PM on Wednesday through 11:59AM the following Wednesday, although the Department may establish a different start and stop time for the 7-day period subject to its operational needs.

35.3 On-Call Duty Sign-Up. The City shall ask for volunteers from employees it determines are qualified to work on-call duty. The determination of who is qualified will be made at the City's reasonable discretion and will not be abused. On call sign up will be offered to bargaining unit employees only for the first two (2) rounds. If additional weeks are left unfilled after two (2) rounds, supervisory employees may sign up at that time. If there is still uncovered weeks, the City may assign a bargaining unit employee to on-call duty. In the event an employee who has volunteered or been assigned to on call duty becomes unavailable for such services due to a change in circumstances, that employee may arrange for another qualified employee to serve their on-call duty with advance approval by a manager.

35.4 Compensation for On-Call Duty Rotation. Effective and retroactive to July 1, 2025, employees who serve on-call duty for a consecutive seven (7) day period shall receive four hundred fifty dollars (\$450) as compensation for being on call, in addition to pay for hours actually worked when the employee is called back to work. It is understood that on-call compensation is intended to compensate for all time spent on de minimis phone calls or an

electronic monitoring device (ex. iPad), responding to requests for service. (De minimis is defined as up to five minutes of response and without requiring the on-call employee to physically report onsite.) Employees required to be on-call for less than a seven (7) day period shall be paid prorated on-call compensation. In addition, an employee who is required to be on-call for a period which includes a holiday shall receive an additional eight (8) hours of holiday accrual, unless the employee's holiday accrual cap would be exceeded in which case the excess holiday hours shall be compensated at the overtime rate in lieu of the accrual of such holiday time.

Any employee assigned to on-call duty who fails to be available and promptly respond when called and physically report onsite (if necessary) shall forfeit one hundred percent (100%) of the on-call compensation for the entire twenty-four (24) hour period and, may be held accountable (1) at the City's discretion by ineligibility for future on-call duty; and (2) with discipline for just cause appropriate to the failure to perform essential job duties.

35.5 Compensation for On-Call Remote Response. Any response to service requiring more than five (5) minutes of response and not requiring a physical response onsite shall be compensated at the overtime rate and rounded up to the nearest fifteen-minute increment. If the on-call employee is called back to work, call back pay shall be in addition to on-call pay (see 35.4).

35.6 Call-Back. Call-back time occurs when an employee is called back to work after they have left the work at the end of a workday to perform additional hours of work which are not contiguous with the prior or successive work shift. Scheduled overtime is not considered a "call-back" even if it occurs after the employee has left work at the end of a workday. Call-back time shall be compensated at a minimum of three (3) hours' pay at one and one-half (1½) the employee's normal pay rate for all such time worked. Call-back for an employee who is "on-call" shall begin when the employee starts traveling to the Department facility or job site. Call-back for all other employees begins when the employee has reported to either the Department facility or the work site as directed at the time of the call back notification. An employee who is called back to work and is not already "on-call" and reports to the call back location as directed will be reimbursed at the IRS/City mileage rate for use of a personal vehicle, portal to portal. (*Note: As directed means as directed by a superior.*)

35.7 Electronic Monitoring and Calls at Home (Employee Not On-Call). An employee who is contacted outside normal hours of work by a manager, supervisor or the on-call employee either by phone or by electronic communication (such as email, text messages) and is required to perform compensable work shall be paid for a minimum of one (1) hour at the overtime rate. At no time will an employee be paid twice for work performed in the same hour. Compensation under this section shall not be paid in addition to other payments required by this Article. Other contacts such as general communication updates from the City or contacts regarding employee availability, work schedule or other related requests are not considered hours worked even if they occur outside the employee's normal hours of work. The City shall monitor requests for compensation submitted based on this provision, and each overtime request which is based on

a call at home from a coworker must be justified.

ARTICLE 36 – DEFINITIONS

- Probationary Employee: An employee who has been employed for less than the probationary period specified in Article 34.
- Regular Employee: An employee who has successfully completed the initial probationary period.
- Full-time Employee: An employee who is hired to work a schedule of at least forty (40) hours per week.
- Part-time employee: An employee who is hired to work a schedule of twenty (20) or more hours, but less than forty (40) hours per week.
- Temporary or Seasonal Employee: An employee who is hired with the expectation that they will be employed for a finite period of time not greater than one hundred and eighty (180) calendar days.

ARTICLE 37 - LICENSURE PAYMENT

If any employee is required to have a Commercial Driver's License (CDL) the City will reimburse the costs paid by the employee for the CDL endorsement and required medical examination costs which were not otherwise paid by the City or through health insurance. Such employees' payment of the cost of the personal Class C DMV motor vehicle operator license is subject to reimbursement only when initially obtained to comply with a job or assignment requirement but not upon subsequent renewals.

ARTICLE 38 - FILLING OF VACANCIES

When vacancies occur within classifications covered by this Agreement, the City shall provide email notification to employees and the Union Local President of job vacancies on the day of posting.

Employees shall be permitted to apply for vacant positions. The City acknowledges the value of employees with employment history with the City and will consider the relevant experience of internal applicants in hiring decisions. Internal applicants who meet the minimum qualifications for the posting, as determined by the City, will be offered an interview.

Employees with discipline at or above a written reprimand will be offered an interview at the discretion of the hiring manager.

ARTICLE 39 - TERM OF AGREEMENT

39.1 This Agreement shall become effective upon ratification by the bargaining unit and approval by the City Commission and shall remain in full force and effect until the 30th day of June, 2028. This Agreement shall automatically be reopened for negotiations for a successor agreement on February 1, 2028.

39.2 This Agreement may be amended at any time by mutual agreement of the Union and City; such amendments shall be in writing and signed by both parties.

FOR THE CITY OF OREGON CITY:

FOR AFSCME LOCAL 350-2:

Date

Date

Date

Date

APPENDIX A – WAGE RATES

July 1, 2025 – June 30, 2026

3% COLA

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
9	Nutrition Assistant		\$ 17.53	\$ 18.38	\$ 19.32	\$ 20.23	\$ 21.28	\$ 22.34	\$ 22.88	\$ 23.52	\$ 24.08
			\$ 3,039	\$ 3,185	\$ 3,349	\$ 3,507	\$ 3,688	\$ 3,873	\$ 3,966	\$ 4,076	\$ 4,174
			\$ 36,468	\$ 38,220	\$ 40,188	\$ 42,084	\$ 44,256	\$ 46,476	\$ 47,592	\$ 48,912	\$ 50,088
10			\$ 17.96	\$ 18.85	\$ 19.78	\$ 20.79	\$ 21.79	\$ 22.88	\$ 23.52	\$ 24.08	\$ 24.66
			\$ 3,113	\$ 3,267	\$ 3,428	\$ 3,604	\$ 3,776	\$ 3,966	\$ 4,076	\$ 4,174	\$ 4,275
			\$ 37,356	\$ 39,204	\$ 41,136	\$ 43,248	\$ 45,312	\$ 47,592	\$ 48,912	\$ 50,088	\$ 51,300
11			\$ 18.38	\$ 19.32	\$ 20.23	\$ 21.28	\$ 22.34	\$ 23.52	\$ 24.08	\$ 24.66	\$ 25.29
			\$ 3,185	\$ 3,349	\$ 3,507	\$ 3,688	\$ 3,873	\$ 4,076	\$ 4,174	\$ 4,275	\$ 4,383
			\$ 38,220	\$ 40,188	\$ 42,084	\$ 44,256	\$ 46,476	\$ 48,912	\$ 50,088	\$ 51,300	\$ 52,596
12	Food Service Worker		\$ 18.85	\$ 19.78	\$ 20.79	\$ 21.79	\$ 22.88	\$ 24.08	\$ 24.66	\$ 25.29	\$ 25.93
			\$ 3,267	\$ 3,428	\$ 3,604	\$ 3,776	\$ 3,966	\$ 4,174	\$ 4,275	\$ 4,383	\$ 4,495
			\$ 39,204	\$ 41,136	\$ 43,248	\$ 45,312	\$ 47,592	\$ 50,088	\$ 51,300	\$ 52,596	\$ 53,940
13	Accounting Clerk I		\$ 19.32	\$ 20.23	\$ 21.28	\$ 22.34	\$ 23.52	\$ 24.66	\$ 25.29	\$ 25.93	\$ 26.56
			\$ 3,349	\$ 3,507	\$ 3,688	\$ 3,873	\$ 4,076	\$ 4,275	\$ 4,383	\$ 4,495	\$ 4,603
			\$ 40,188	\$ 42,084	\$ 44,256	\$ 46,476	\$ 48,912	\$ 51,300	\$ 52,596	\$ 53,940	\$ 55,236
14			\$ 19.78	\$ 20.79	\$ 21.79	\$ 22.88	\$ 24.08	\$ 25.29	\$ 25.93	\$ 26.56	\$ 27.25
			\$ 3,428	\$ 3,604	\$ 3,776	\$ 3,966	\$ 4,174	\$ 4,383	\$ 4,495	\$ 4,603	\$ 4,724
			\$ 41,136	\$ 43,248	\$ 45,312	\$ 47,592	\$ 50,088	\$ 52,596	\$ 53,940	\$ 55,236	\$ 56,688
15	Office Specialist I Community Center Van Driver		\$ 20.23	\$ 21.28	\$ 22.34	\$ 23.52	\$ 24.66	\$ 25.93	\$ 26.56	\$ 27.25	\$ 28.07
			\$ 3,507	\$ 3,688	\$ 3,873	\$ 4,076	\$ 4,275	\$ 4,495	\$ 4,603	\$ 4,724	\$ 4,865
			\$ 42,084	\$ 44,256	\$ 46,476	\$ 48,912	\$ 51,300	\$ 53,940	\$ 55,236	\$ 56,688	\$ 58,380
16			\$ 20.79	\$ 21.79	\$ 22.88	\$ 24.08	\$ 25.29	\$ 26.56	\$ 27.25	\$ 28.07	\$ 28.59
			\$ 3,604	\$ 3,776	\$ 3,966	\$ 4,174	\$ 4,383	\$ 4,603	\$ 4,724	\$ 4,865	\$ 4,956
			\$ 43,248	\$ 45,312	\$ 47,592	\$ 50,088	\$ 52,596	\$ 55,236	\$ 56,688	\$ 58,380	\$ 59,472
17			\$ 21.28	\$ 22.34	\$ 23.52	\$ 24.66	\$ 25.93	\$ 27.25	\$ 28.07	\$ 28.59	\$ 29.31
			\$ 3,688	\$ 3,873	\$ 4,076	\$ 4,275	\$ 4,495	\$ 4,724	\$ 4,865	\$ 4,956	\$ 5,080
			\$ 44,256	\$ 46,476	\$ 48,912	\$ 51,300	\$ 53,940	\$ 56,688	\$ 58,380	\$ 59,472	\$ 60,960
18			\$ 21.79	\$ 22.88	\$ 24.08	\$ 25.29	\$ 26.56	\$ 28.07	\$ 28.59	\$ 29.31	\$ 30.05
			\$ 3,776	\$ 3,966	\$ 4,174	\$ 4,383	\$ 4,603	\$ 4,865	\$ 4,956	\$ 5,080	\$ 5,208
			\$ 45,312	\$ 47,592	\$ 50,088	\$ 52,596	\$ 55,236	\$ 58,380	\$ 59,472	\$ 60,960	\$ 62,496
19			\$ 22.34	\$ 23.52	\$ 24.66	\$ 25.93	\$ 27.25	\$ 28.59	\$ 29.31	\$ 30.05	\$ 30.80
			\$ 3,873	\$ 4,076	\$ 4,275	\$ 4,495	\$ 4,724	\$ 4,956	\$ 5,080	\$ 5,208	\$ 5,338
			\$ 46,476	\$ 48,912	\$ 51,300	\$ 53,940	\$ 56,688	\$ 59,472	\$ 60,960	\$ 62,496	\$ 64,056
20			\$ 22.88	\$ 24.08	\$ 25.29	\$ 26.56	\$ 28.07	\$ 29.31	\$ 30.05	\$ 30.80	\$ 31.56
			\$ 3,966	\$ 4,174	\$ 4,383	\$ 4,603	\$ 4,865	\$ 5,080	\$ 5,208	\$ 5,338	\$ 5,470
			\$ 47,592	\$ 50,088	\$ 52,596	\$ 55,236	\$ 58,380	\$ 60,960	\$ 62,496	\$ 64,056	\$ 65,640
21	Accounting Clerk II Library Assistant I	Office Specialist II Program Assistant	\$ 23.52	\$ 24.66	\$ 25.93	\$ 27.25	\$ 28.59	\$ 30.05	\$ 30.80	\$ 31.56	\$ 32.37
			\$ 4,076	\$ 4,275	\$ 4,495	\$ 4,724	\$ 4,956	\$ 5,208	\$ 5,338	\$ 5,470	\$ 5,611
			\$ 48,912	\$ 51,300	\$ 53,940	\$ 56,688	\$ 59,472	\$ 62,496	\$ 64,056	\$ 65,640	\$ 67,332
22			\$ 24.08	\$ 25.29	\$ 26.56	\$ 28.07	\$ 29.31	\$ 30.80	\$ 31.56	\$ 32.37	\$ 33.19
			\$ 4,174	\$ 4,383	\$ 4,603	\$ 4,865	\$ 5,080	\$ 5,338	\$ 5,470	\$ 5,611	\$ 5,752
			\$ 50,088	\$ 52,596	\$ 55,236	\$ 58,380	\$ 60,960	\$ 64,056	\$ 65,640	\$ 67,332	\$ 69,024

Agreement between Oregon City and AFSCME Local 350-2

Expires June 30, 2028

Page 34

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
23	Customer Accounting Clerk Recreation Programmer		\$ 24.66 \$ 4,275 \$ 51,300	\$ 25.93 \$ 4,495 \$ 53,940	\$ 27.25 \$ 4,724 \$ 56,688	\$ 28.59 \$ 4,956 \$ 59,472	\$ 30.05 \$ 5,208 \$ 62,496	\$ 31.56 \$ 5,470 \$ 65,640	\$ 32.37 \$ 5,611 \$ 67,332	\$ 33.19 \$ 5,752 \$ 69,024	\$ 33.99 \$ 5,891 \$ 70,692
24	Library Assistant II Office Specialist III		\$ 25.29 \$ 4,383 \$ 52,596	\$ 26.56 \$ 4,603 \$ 55,236	\$ 28.07 \$ 4,865 \$ 58,380	\$ 29.31 \$ 5,080 \$ 60,960	\$ 30.80 \$ 5,338 \$ 64,056	\$ 32.37 \$ 5,611 \$ 67,332	\$ 33.19 \$ 5,752 \$ 69,024	\$ 33.99 \$ 5,891 \$ 70,692	\$ 34.86 \$ 6,042 \$ 72,504
25	Engineering Technician I Parks Maintenance Specialist I Permit Technician Community Engagement Specialist	Utility Customer Service Rep. Utility Maintenance Specialist I Program Specialist - Tourism	\$ 25.93 \$ 4,495 \$ 53,940	\$ 27.25 \$ 4,724 \$ 56,688	\$ 28.59 \$ 4,956 \$ 59,472	\$ 30.05 \$ 5,208 \$ 62,496	\$ 31.56 \$ 5,470 \$ 65,640	\$ 33.19 \$ 5,752 \$ 69,024	\$ 33.99 \$ 5,891 \$ 70,692	\$ 34.86 \$ 6,042 \$ 72,504	\$ 35.69 \$ 6,186 \$ 74,232
26	Library Assistant III Library Safety Specialist		\$ 26.56 \$ 4,603 \$ 55,236	\$ 28.07 \$ 4,865 \$ 58,380	\$ 29.31 \$ 5,080 \$ 60,960	\$ 30.80 \$ 5,338 \$ 64,056	\$ 32.37 \$ 5,611 \$ 67,332	\$ 33.99 \$ 5,891 \$ 70,692	\$ 34.86 \$ 6,042 \$ 72,504	\$ 35.69 \$ 6,186 \$ 74,232	\$ 36.62 \$ 6,347 \$ 76,164
27	Accounting Technician Administrative Assistant Senior Recreation Programmer	Meals on Wheels Coordinator	\$ 27.25 \$ 4,724 \$ 56,688	\$ 28.59 \$ 4,956 \$ 59,472	\$ 30.05 \$ 5,208 \$ 62,496	\$ 31.56 \$ 5,470 \$ 65,640	\$ 33.19 \$ 5,752 \$ 69,024	\$ 34.86 \$ 6,042 \$ 72,504	\$ 35.69 \$ 6,186 \$ 74,232	\$ 36.62 \$ 6,347 \$ 76,164	\$ 37.51 \$ 6,502 \$ 78,024
28	Planning Technician		\$ 28.07 \$ 4,865 \$ 58,380	\$ 29.31 \$ 5,080 \$ 60,960	\$ 30.80 \$ 5,338 \$ 64,056	\$ 32.37 \$ 5,611 \$ 67,332	\$ 33.99 \$ 5,891 \$ 70,692	\$ 35.69 \$ 6,186 \$ 74,232	\$ 36.62 \$ 6,347 \$ 76,164	\$ 37.51 \$ 6,502 \$ 78,024	\$ 38.47 \$ 6,668 \$ 80,016
29	Bldg Facility Maintenance Specialist Environmental Services Tech I Circulation Coordinator Librarian Rentals and Events Coordinator	Mechanic Parks Maintenance Specialist II Recreation Program Coordinator Utility Maintenance Specialist II	\$ 28.59 \$ 4,956 \$ 59,472	\$ 30.05 \$ 5,208 \$ 62,496	\$ 31.56 \$ 5,470 \$ 65,640	\$ 33.19 \$ 5,752 \$ 69,024	\$ 34.86 \$ 6,042 \$ 72,504	\$ 36.62 \$ 6,347 \$ 76,164	\$ 37.51 \$ 6,502 \$ 78,024	\$ 38.47 \$ 6,668 \$ 80,016	\$ 39.42 \$ 6,833 \$ 81,996
30			\$ 29.31 \$ 5,080 \$ 60,960	\$ 30.80 \$ 5,338 \$ 64,056	\$ 32.37 \$ 5,611 \$ 67,332	\$ 33.99 \$ 5,891 \$ 70,692	\$ 35.69 \$ 6,186 \$ 74,232	\$ 37.51 \$ 6,502 \$ 78,024	\$ 38.47 \$ 6,668 \$ 80,016	\$ 39.42 \$ 6,833 \$ 81,996	\$ 40.40 \$ 7,003 \$ 84,036
31	Social Services Coordinator Customer Accounting Coord. Engineering Technician II Parks Maintenance Specialist III	Permit Coordinator Senior Accounting Technician Utility Maintenance Specialist III	\$ 30.05 \$ 5,208 \$ 62,496	\$ 31.56 \$ 5,470 \$ 65,640	\$ 33.19 \$ 5,752 \$ 69,024	\$ 34.86 \$ 6,042 \$ 72,504	\$ 36.62 \$ 6,347 \$ 76,164	\$ 38.47 \$ 6,668 \$ 80,016	\$ 39.42 \$ 6,833 \$ 81,996	\$ 40.40 \$ 7,003 \$ 84,036	\$ 41.43 \$ 7,181 \$ 86,172
32	Economic Development Coordinator Senior Administrative Assistant		\$ 30.80 \$ 5,338 \$ 64,056	\$ 32.37 \$ 5,611 \$ 67,332	\$ 33.99 \$ 5,891 \$ 70,692	\$ 35.69 \$ 6,186 \$ 74,232	\$ 37.51 \$ 6,502 \$ 78,024	\$ 39.42 \$ 6,833 \$ 81,996	\$ 40.40 \$ 7,003 \$ 84,036	\$ 41.43 \$ 7,181 \$ 86,172	\$ 42.45 \$ 7,358 \$ 88,296
33	Assistant Planner Building Inspector Trainee IT Technician Customer Service Team Leader Engineering Technician III	GIS Technician Lead Mechanic Parks Maintenance Team Leader Utility Maintenance Team Leader	\$ 31.56 \$ 5,470 \$ 65,640	\$ 33.19 \$ 5,752 \$ 69,024	\$ 34.86 \$ 6,042 \$ 72,504	\$ 36.62 \$ 6,347 \$ 76,164	\$ 38.47 \$ 6,668 \$ 80,016	\$ 40.40 \$ 7,003 \$ 84,036	\$ 41.43 \$ 7,181 \$ 86,172	\$ 42.45 \$ 7,358 \$ 88,296	\$ 43.58 \$ 7,554 \$ 90,648
34	Librarian II		\$ 32.37 \$ 5,611 \$ 67,332	\$ 33.99 \$ 5,891 \$ 70,692	\$ 35.69 \$ 6,186 \$ 74,232	\$ 37.51 \$ 6,502 \$ 78,024	\$ 39.42 \$ 6,833 \$ 81,996	\$ 41.43 \$ 7,181 \$ 86,172	\$ 42.45 \$ 7,358 \$ 88,296	\$ 43.58 \$ 7,554 \$ 90,648	\$ 44.61 \$ 7,732 \$ 92,784
35	Accountant Asset Management Specialist		\$ 33.19 \$ 5,752 \$ 69,024	\$ 34.86 \$ 6,042 \$ 72,504	\$ 36.62 \$ 6,347 \$ 76,164	\$ 38.47 \$ 6,668 \$ 80,016	\$ 40.40 \$ 7,003 \$ 84,036	\$ 42.45 \$ 7,358 \$ 88,296	\$ 43.58 \$ 7,554 \$ 90,648	\$ 44.61 \$ 7,732 \$ 92,784	\$ 45.70 \$ 7,921 \$ 95,052

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
36	Associate Engineer		\$ 33.99	\$ 35.69	\$ 37.51	\$ 39.42	\$ 41.43	\$ 43.58	\$ 44.61	\$ 45.70	\$ 46.86
	Construction Inspector		\$ 5,891	\$ 6,186	\$ 6,502	\$ 6,833	\$ 7,181	\$ 7,554	\$ 7,732	\$ 7,921	\$ 8,122
			\$ 70,692	\$ 74,232	\$ 78,024	\$ 81,996	\$ 86,172	\$ 90,648	\$ 92,784	\$ 95,052	\$ 97,464
37	Building Inspector I	Water Quality Coordinator	\$ 34.86	\$ 36.62	\$ 38.47	\$ 40.40	\$ 42.45	\$ 44.61	\$ 45.70	\$ 46.86	\$ 48.04
	Business Analyst	Management Analyst	\$ 6,042	\$ 6,347	\$ 6,668	\$ 7,003	\$ 7,358	\$ 7,732	\$ 7,921	\$ 8,122	\$ 8,327
	IT Specialist		\$ 72,504	\$ 76,164	\$ 80,016	\$ 84,036	\$ 88,296	\$ 92,784	\$ 95,052	\$ 97,464	\$ 99,924
38	Development Engineer		\$ 35.69	\$ 37.51	\$ 39.42	\$ 41.43	\$ 43.58	\$ 45.70	\$ 46.86	\$ 48.04	\$ 49.21
	GIS Analyst		\$ 6,186	\$ 6,502	\$ 6,833	\$ 7,181	\$ 7,554	\$ 7,921	\$ 8,122	\$ 8,327	\$ 8,529
	Senior Accountant		\$ 74,232	\$ 78,024	\$ 81,996	\$ 86,172	\$ 90,648	\$ 95,052	\$ 97,464	\$ 99,924	\$ 102,348
39			\$ 36.62	\$ 38.47	\$ 40.40	\$ 42.45	\$ 44.61	\$ 46.86	\$ 48.04	\$ 49.21	\$ 50.44
			\$ 6,347	\$ 6,668	\$ 7,003	\$ 7,358	\$ 7,732	\$ 8,122	\$ 8,327	\$ 8,529	\$ 8,743
			\$ 76,164	\$ 80,016	\$ 84,036	\$ 88,296	\$ 92,784	\$ 97,464	\$ 99,924	\$ 102,348	\$ 104,916
40	Building Inspector II	Senior Business Analyst	\$ 37.51	\$ 39.42	\$ 41.43	\$ 43.58	\$ 45.70	\$ 48.04	\$ 49.21	\$ 50.44	\$ 51.70
	Planner	Senior Construction Inspector	\$ 6,502	\$ 6,833	\$ 7,181	\$ 7,554	\$ 7,921	\$ 8,327	\$ 8,529	\$ 8,743	\$ 8,961
	Plans Examiner	Senior Environmental Coordinator	\$ 78,024	\$ 81,996	\$ 86,172	\$ 90,648	\$ 95,052	\$ 99,924	\$ 102,348	\$ 104,916	\$ 107,532
	Project Engineer										
41	GIS Coordinator		\$ 38.47	\$ 40.40	\$ 42.45	\$ 44.61	\$ 46.86	\$ 49.21	\$ 50.44	\$ 51.70	\$ 53.03
	Network Analyst		\$ 6,668	\$ 7,003	\$ 7,358	\$ 7,732	\$ 8,122	\$ 8,529	\$ 8,743	\$ 8,961	\$ 9,191
			\$ 80,016	\$ 84,036	\$ 88,296	\$ 92,784	\$ 97,464	\$ 102,348	\$ 104,916	\$ 107,532	\$ 110,292
42	Sr Building Inspector/Plans Examiner		\$ 39.42	\$ 41.43	\$ 43.58	\$ 45.70	\$ 48.04	\$ 50.44	\$ 51.70	\$ 53.03	\$ 54.35
			\$ 6,833	\$ 7,181	\$ 7,554	\$ 7,921	\$ 8,327	\$ 8,743	\$ 8,961	\$ 9,191	\$ 9,421
			\$ 81,996	\$ 86,172	\$ 90,648	\$ 95,052	\$ 99,924	\$ 104,916	\$ 107,532	\$ 110,292	\$ 113,052
43			\$ 40.40	\$ 42.45	\$ 44.61	\$ 46.86	\$ 49.21	\$ 51.70	\$ 53.03	\$ 54.35	\$ 55.69
			\$ 7,003	\$ 7,358	\$ 7,732	\$ 8,122	\$ 8,529	\$ 8,961	\$ 9,191	\$ 9,421	\$ 9,653
			\$ 84,036	\$ 88,296	\$ 92,784	\$ 97,464	\$ 102,348	\$ 107,532	\$ 110,292	\$ 113,052	\$ 115,836
44	Senior Development Engineer		\$ 41.43	\$ 43.58	\$ 45.70	\$ 48.04	\$ 50.44	\$ 53.03	\$ 54.35	\$ 55.69	\$ 57.12
			\$ 7,181	\$ 7,554	\$ 7,921	\$ 8,327	\$ 8,743	\$ 9,191	\$ 9,421	\$ 9,653	\$ 9,901
			\$ 86,172	\$ 90,648	\$ 95,052	\$ 99,924	\$ 104,916	\$ 110,292	\$ 113,052	\$ 115,836	\$ 118,812
45			\$ 42.45	\$ 44.61	\$ 46.86	\$ 49.21	\$ 51.70	\$ 54.35	\$ 55.69	\$ 57.12	\$ 58.54
			\$ 7,358	\$ 7,732	\$ 8,122	\$ 8,529	\$ 8,961	\$ 9,421	\$ 9,653	\$ 9,901	\$ 10,147
			\$ 88,296	\$ 92,784	\$ 97,464	\$ 102,348	\$ 107,532	\$ 113,052	\$ 115,836	\$ 118,812	\$ 121,764
46	Senior Planner		\$ 43.58	\$ 45.70	\$ 48.04	\$ 50.44	\$ 53.03	\$ 55.69	\$ 57.12	\$ 58.54	\$ 60.02
	Senior Project Engineer		\$ 7,554	\$ 7,921	\$ 8,327	\$ 8,743	\$ 9,191	\$ 9,653	\$ 9,901	\$ 10,147	\$ 10,404
			\$ 90,648	\$ 95,052	\$ 99,924	\$ 104,916	\$ 110,292	\$ 115,836	\$ 118,812	\$ 121,764	\$ 124,848

Base Salary is Monthly

Monthly X 12 = Annual

Monthly / 173.33 = Hourly

July 1, 2026 – June 30, 2027
3% COLA

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
9	Nutrition Assistant		\$ 18.06	\$ 18.93	\$ 19.90	\$ 20.84	\$ 21.92	\$ 23.01	\$ 23.57	\$ 24.22	\$ 24.80
			\$ 3,130	\$ 3,281	\$ 3,449	\$ 3,612	\$ 3,799	\$ 3,989	\$ 4,085	\$ 4,198	\$ 4,299
			\$ 37,560	\$ 39,372	\$ 41,388	\$ 43,344	\$ 45,588	\$ 47,868	\$ 49,020	\$ 50,376	\$ 51,588
10			\$ 18.50	\$ 19.41	\$ 20.37	\$ 21.42	\$ 22.44	\$ 23.57	\$ 24.22	\$ 24.80	\$ 25.40
			\$ 3,206	\$ 3,365	\$ 3,531	\$ 3,712	\$ 3,889	\$ 4,085	\$ 4,198	\$ 4,299	\$ 4,403
			\$ 38,472	\$ 40,380	\$ 42,372	\$ 44,544	\$ 46,668	\$ 49,020	\$ 50,376	\$ 51,588	\$ 52,836
11			\$ 18.93	\$ 19.90	\$ 20.84	\$ 21.92	\$ 23.01	\$ 24.22	\$ 24.80	\$ 25.40	\$ 26.04
			\$ 3,281	\$ 3,449	\$ 3,612	\$ 3,799	\$ 3,989	\$ 4,198	\$ 4,299	\$ 4,403	\$ 4,514
			\$ 39,372	\$ 41,388	\$ 43,344	\$ 45,588	\$ 47,868	\$ 50,376	\$ 51,588	\$ 52,836	\$ 54,168
12	Food Service Worker		\$ 19.41	\$ 20.37	\$ 21.42	\$ 22.44	\$ 23.57	\$ 24.80	\$ 25.40	\$ 26.04	\$ 26.71
			\$ 3,365	\$ 3,531	\$ 3,712	\$ 3,889	\$ 4,085	\$ 4,299	\$ 4,403	\$ 4,514	\$ 4,630
			\$ 40,380	\$ 42,372	\$ 44,544	\$ 46,668	\$ 49,020	\$ 51,588	\$ 52,836	\$ 54,168	\$ 55,560
13	Accounting Clerk I		\$ 19.90	\$ 20.84	\$ 21.92	\$ 23.01	\$ 24.22	\$ 25.40	\$ 26.04	\$ 26.71	\$ 27.35
			\$ 3,449	\$ 3,612	\$ 3,799	\$ 3,989	\$ 4,198	\$ 4,403	\$ 4,514	\$ 4,630	\$ 4,741
			\$ 41,388	\$ 43,344	\$ 45,588	\$ 47,868	\$ 50,376	\$ 52,836	\$ 54,168	\$ 55,560	\$ 56,892
14			\$ 20.37	\$ 21.42	\$ 22.44	\$ 23.57	\$ 24.80	\$ 26.04	\$ 26.71	\$ 27.35	\$ 28.07
			\$ 3,531	\$ 3,712	\$ 3,889	\$ 4,085	\$ 4,299	\$ 4,514	\$ 4,630	\$ 4,741	\$ 4,866
			\$ 42,372	\$ 44,544	\$ 46,668	\$ 49,020	\$ 51,588	\$ 54,168	\$ 55,560	\$ 56,892	\$ 58,392
15	Office Specialist I Community Center Van Driver		\$ 20.84	\$ 21.92	\$ 23.01	\$ 24.22	\$ 25.40	\$ 26.71	\$ 27.35	\$ 28.07	\$ 28.91
			\$ 3,612	\$ 3,799	\$ 3,989	\$ 4,198	\$ 4,403	\$ 4,630	\$ 4,741	\$ 4,866	\$ 5,011
			\$ 43,344	\$ 45,588	\$ 47,868	\$ 50,376	\$ 52,836	\$ 55,560	\$ 56,892	\$ 58,392	\$ 60,132
16			\$ 21.42	\$ 22.44	\$ 23.57	\$ 24.80	\$ 26.04	\$ 27.35	\$ 28.07	\$ 28.91	\$ 29.45
			\$ 3,712	\$ 3,889	\$ 4,085	\$ 4,299	\$ 4,514	\$ 4,741	\$ 4,866	\$ 5,011	\$ 5,105
			\$ 44,544	\$ 46,668	\$ 49,020	\$ 51,588	\$ 54,168	\$ 56,892	\$ 58,392	\$ 60,132	\$ 61,260
17			\$ 21.92	\$ 23.01	\$ 24.22	\$ 25.40	\$ 26.71	\$ 28.07	\$ 28.91	\$ 29.45	\$ 30.19
			\$ 3,799	\$ 3,989	\$ 4,198	\$ 4,403	\$ 4,630	\$ 4,866	\$ 5,011	\$ 5,105	\$ 5,232
			\$ 45,588	\$ 47,868	\$ 50,376	\$ 52,836	\$ 55,560	\$ 58,392	\$ 60,132	\$ 61,260	\$ 62,784
18			\$ 22.44	\$ 23.57	\$ 24.80	\$ 26.04	\$ 27.35	\$ 28.91	\$ 29.45	\$ 30.19	\$ 30.95
			\$ 3,889	\$ 4,085	\$ 4,299	\$ 4,514	\$ 4,741	\$ 5,011	\$ 5,105	\$ 5,232	\$ 5,364
			\$ 46,668	\$ 49,020	\$ 51,588	\$ 54,168	\$ 56,892	\$ 60,132	\$ 61,260	\$ 62,784	\$ 64,368
19			\$ 23.01	\$ 24.22	\$ 25.40	\$ 26.71	\$ 28.07	\$ 29.45	\$ 30.19	\$ 30.95	\$ 31.72
			\$ 3,989	\$ 4,198	\$ 4,403	\$ 4,630	\$ 4,866	\$ 5,105	\$ 5,232	\$ 5,364	\$ 5,498
			\$ 47,868	\$ 50,376	\$ 52,836	\$ 55,560	\$ 58,392	\$ 61,260	\$ 62,784	\$ 64,368	\$ 65,976
20			\$ 23.57	\$ 24.80	\$ 26.04	\$ 27.35	\$ 28.91	\$ 30.19	\$ 30.95	\$ 31.72	\$ 32.50
			\$ 4,085	\$ 4,299	\$ 4,514	\$ 4,741	\$ 5,011	\$ 5,232	\$ 5,364	\$ 5,498	\$ 5,634
			\$ 49,020	\$ 51,588	\$ 54,168	\$ 56,892	\$ 60,132	\$ 62,784	\$ 64,368	\$ 65,976	\$ 67,608
21	Accounting Clerk II Library Assistant I	Office Specialist II Program Assistant	\$ 24.22	\$ 25.40	\$ 26.71	\$ 28.07	\$ 29.45	\$ 30.95	\$ 31.72	\$ 32.50	\$ 33.34
			\$ 4,198	\$ 4,403	\$ 4,630	\$ 4,866	\$ 5,105	\$ 5,364	\$ 5,498	\$ 5,634	\$ 5,779
			\$ 50,376	\$ 52,836	\$ 55,560	\$ 58,392	\$ 61,260	\$ 64,368	\$ 65,976	\$ 67,608	\$ 69,348
22			\$ 24.80	\$ 26.04	\$ 27.35	\$ 28.91	\$ 30.19	\$ 31.72	\$ 32.50	\$ 33.34	\$ 34.18
			\$ 4,299	\$ 4,514	\$ 4,741	\$ 5,011	\$ 5,232	\$ 5,498	\$ 5,634	\$ 5,779	\$ 5,925
			\$ 51,588	\$ 54,168	\$ 56,892	\$ 60,132	\$ 62,784	\$ 65,976	\$ 67,608	\$ 69,348	\$ 71,100

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
23	Customer Accounting Clerk Recreation Programmer		\$ 25.40	\$ 26.71	\$ 28.07	\$ 29.45	\$ 30.95	\$ 32.50	\$ 33.34	\$ 34.18	\$ 35.01
			\$ 4,403	\$ 4,630	\$ 4,866	\$ 5,105	\$ 5,364	\$ 5,634	\$ 5,779	\$ 5,925	\$ 6,068
			\$ 52,836	\$ 55,560	\$ 58,392	\$ 61,260	\$ 64,368	\$ 67,608	\$ 69,348	\$ 71,100	\$ 72,816
24	Library Assistant II Office Specialist III		\$ 26.04	\$ 27.35	\$ 28.91	\$ 30.19	\$ 31.72	\$ 33.34	\$ 34.18	\$ 35.01	\$ 35.90
			\$ 4,514	\$ 4,741	\$ 5,011	\$ 5,232	\$ 5,498	\$ 5,779	\$ 5,925	\$ 6,068	\$ 6,223
			\$ 54,168	\$ 56,892	\$ 60,132	\$ 62,784	\$ 65,976	\$ 69,348	\$ 71,100	\$ 72,816	\$ 74,676
25	Engineering Technician I Parks Maintenance Specialist I Permit Technician Community Engagement Specialist	Utility Customer Service Rep.	\$ 26.71	\$ 28.07	\$ 29.45	\$ 30.95	\$ 32.50	\$ 34.18	\$ 35.01	\$ 35.90	\$ 36.76
		Utility Maintenance Specialist I	\$ 4,630	\$ 4,866	\$ 5,105	\$ 5,364	\$ 5,634	\$ 5,925	\$ 6,068	\$ 6,223	\$ 6,372
		Program Specialist - Tourism	\$ 55,560	\$ 58,392	\$ 61,260	\$ 64,368	\$ 67,608	\$ 71,100	\$ 72,816	\$ 74,676	\$ 76,464
26	Library Assistant III Library Safety Specialist		\$ 27.35	\$ 28.91	\$ 30.19	\$ 31.72	\$ 33.34	\$ 35.01	\$ 35.90	\$ 36.76	\$ 37.71
			\$ 4,741	\$ 5,011	\$ 5,232	\$ 5,498	\$ 5,779	\$ 6,068	\$ 6,223	\$ 6,372	\$ 6,537
			\$ 56,892	\$ 60,132	\$ 62,784	\$ 65,976	\$ 69,348	\$ 72,816	\$ 74,676	\$ 76,464	\$ 78,444
27	Accounting Technician Administrative Assistant Senior Recreation Programmer	Meals on Wheels Coordinator	\$ 28.07	\$ 29.45	\$ 30.95	\$ 32.50	\$ 34.18	\$ 35.90	\$ 36.76	\$ 37.71	\$ 38.64
			\$ 4,866	\$ 5,105	\$ 5,364	\$ 5,634	\$ 5,925	\$ 6,223	\$ 6,372	\$ 6,537	\$ 6,697
			\$ 58,392	\$ 61,260	\$ 64,368	\$ 67,608	\$ 71,100	\$ 74,676	\$ 76,464	\$ 78,444	\$ 80,364
28	Planning Technician		\$ 28.91	\$ 30.19	\$ 31.72	\$ 33.34	\$ 35.01	\$ 36.76	\$ 37.71	\$ 38.64	\$ 39.62
			\$ 5,011	\$ 5,232	\$ 5,498	\$ 5,779	\$ 6,068	\$ 6,372	\$ 6,537	\$ 6,697	\$ 6,868
			\$ 60,132	\$ 62,784	\$ 65,976	\$ 69,348	\$ 72,816	\$ 76,464	\$ 78,444	\$ 80,364	\$ 82,416
29	Bldg Facility Maintenance Specialist Environmental Services Tech I Circulation Coordinator Librarian Rentals and Events Coordinator	Mechanic	\$ 29.45	\$ 30.95	\$ 32.50	\$ 34.18	\$ 35.90	\$ 37.71	\$ 38.64	\$ 39.62	\$ 40.60
		Parks Maintenance Specialist II	\$ 5,105	\$ 5,364	\$ 5,634	\$ 5,925	\$ 6,223	\$ 6,537	\$ 6,697	\$ 6,868	\$ 7,038
		Recreation Program Coordinator Utility Maintenance Specialist II	\$ 61,260	\$ 64,368	\$ 67,608	\$ 71,100	\$ 74,676	\$ 78,444	\$ 80,364	\$ 82,416	\$ 84,456
30			\$ 30.19	\$ 31.72	\$ 33.34	\$ 35.01	\$ 36.76	\$ 38.64	\$ 39.62	\$ 40.60	\$ 41.61
			\$ 5,232	\$ 5,498	\$ 5,779	\$ 6,068	\$ 6,372	\$ 6,697	\$ 6,868	\$ 7,038	\$ 7,213
			\$ 62,784	\$ 65,976	\$ 69,348	\$ 72,816	\$ 76,464	\$ 80,364	\$ 82,416	\$ 84,456	\$ 86,556
31	Social Services Coordinator Customer Accounting Coord. Engineering Technician II Parks Maintenance Specialist III	Permit Coordinator	\$ 30.95	\$ 32.50	\$ 34.18	\$ 35.90	\$ 37.71	\$ 39.62	\$ 40.60	\$ 41.61	\$ 42.67
		Senior Accounting Technician	\$ 5,364	\$ 5,634	\$ 5,925	\$ 6,223	\$ 6,537	\$ 6,868	\$ 7,038	\$ 7,213	\$ 7,396
		Utility Maintenance Specialist III	\$ 64,368	\$ 67,608	\$ 71,100	\$ 74,676	\$ 78,444	\$ 82,416	\$ 84,456	\$ 86,556	\$ 88,752
32	Economic Development Coordinator Senior Administrative Assistant		\$ 31.72	\$ 33.34	\$ 35.01	\$ 36.76	\$ 38.64	\$ 40.60	\$ 41.61	\$ 42.67	\$ 43.73
			\$ 5,498	\$ 5,779	\$ 6,068	\$ 6,372	\$ 6,697	\$ 7,038	\$ 7,213	\$ 7,396	\$ 7,579
			\$ 65,976	\$ 69,348	\$ 72,816	\$ 76,464	\$ 80,364	\$ 84,456	\$ 86,556	\$ 88,752	\$ 90,948
33	Assistant Planner Building Inspector Trainee IT Technician Customer Service Team Leader Engineering Technician III	GIS Technician	\$ 32.50	\$ 34.18	\$ 35.90	\$ 37.71	\$ 39.62	\$ 41.61	\$ 42.67	\$ 43.73	\$ 44.89
		Lead Mechanic	\$ 5,634	\$ 5,925	\$ 6,223	\$ 6,537	\$ 6,868	\$ 7,213	\$ 7,396	\$ 7,579	\$ 7,781
		Parks Maintenance Team Leader Utility Maintenance Team Leader	\$ 67,608	\$ 71,100	\$ 74,676	\$ 78,444	\$ 82,416	\$ 86,556	\$ 88,752	\$ 90,948	\$ 93,372
34	Librarian II		\$ 33.34	\$ 35.01	\$ 36.76	\$ 38.64	\$ 40.60	\$ 42.67	\$ 43.73	\$ 44.89	\$ 45.95
			\$ 5,779	\$ 6,068	\$ 6,372	\$ 6,697	\$ 7,038	\$ 7,396	\$ 7,579	\$ 7,781	\$ 7,964
			\$ 69,348	\$ 72,816	\$ 76,464	\$ 80,364	\$ 84,456	\$ 88,752	\$ 90,948	\$ 93,372	\$ 95,568
35	Accountant Asset Management Specialist		\$ 34.18	\$ 35.90	\$ 37.71	\$ 39.62	\$ 41.61	\$ 43.73	\$ 44.89	\$ 45.95	\$ 47.07
			\$ 5,925	\$ 6,223	\$ 6,537	\$ 6,868	\$ 7,213	\$ 7,579	\$ 7,781	\$ 7,964	\$ 8,159
			\$ 71,100	\$ 74,676	\$ 78,444	\$ 82,416	\$ 86,556	\$ 90,948	\$ 93,372	\$ 95,568	\$ 97,908

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
36	Associate Engineer		\$ 35.01	\$ 36.76	\$ 38.64	\$ 40.60	\$ 42.67	\$ 44.89	\$ 45.95	\$ 47.07	\$ 48.27
	Construction Inspector		\$ 6,068	\$ 6,372	\$ 6,697	\$ 7,038	\$ 7,396	\$ 7,781	\$ 7,964	\$ 8,159	\$ 8,366
			\$ 72,816	\$ 76,464	\$ 80,364	\$ 84,456	\$ 88,752	\$ 93,372	\$ 95,568	\$ 97,908	\$ 100,392
37	Building Inspector I	Water Quality Coordinator	\$ 35.90	\$ 37.71	\$ 39.62	\$ 41.61	\$ 43.73	\$ 45.95	\$ 47.07	\$ 48.27	\$ 49.48
	Business Analyst	Management Analyst	\$ 6,223	\$ 6,537	\$ 6,868	\$ 7,213	\$ 7,579	\$ 7,964	\$ 8,159	\$ 8,366	\$ 8,577
	IT Specialist		\$ 74,676	\$ 78,444	\$ 82,416	\$ 86,556	\$ 90,948	\$ 95,568	\$ 97,908	\$ 100,392	\$ 102,924
38	Development Engineer		\$ 36.76	\$ 38.64	\$ 40.60	\$ 42.67	\$ 44.89	\$ 47.07	\$ 48.27	\$ 49.48	\$ 50.68
	GIS Analyst		\$ 6,372	\$ 6,697	\$ 7,038	\$ 7,396	\$ 7,781	\$ 8,159	\$ 8,366	\$ 8,577	\$ 8,785
	Senior Accountant		\$ 76,464	\$ 80,364	\$ 84,456	\$ 88,752	\$ 93,372	\$ 97,908	\$ 100,392	\$ 102,924	\$ 105,420
39			\$ 37.71	\$ 39.62	\$ 41.61	\$ 43.73	\$ 45.95	\$ 48.27	\$ 49.48	\$ 50.68	\$ 51.95
			\$ 6,537	\$ 6,868	\$ 7,213	\$ 7,579	\$ 7,964	\$ 8,366	\$ 8,577	\$ 8,785	\$ 9,005
			\$ 78,444	\$ 82,416	\$ 86,556	\$ 90,948	\$ 95,568	\$ 100,392	\$ 102,924	\$ 105,420	\$ 108,060
40	Building Inspector II	Senior Business Analyst	\$ 38.64	\$ 40.60	\$ 42.67	\$ 44.89	\$ 47.07	\$ 49.48	\$ 50.68	\$ 51.95	\$ 53.25
	Planner	Senior Construction Inspector	\$ 6,697	\$ 7,038	\$ 7,396	\$ 7,781	\$ 8,159	\$ 8,577	\$ 8,785	\$ 9,005	\$ 9,230
	Plans Examiner	Senior Environmental Coordinator	\$ 80,364	\$ 84,456	\$ 88,752	\$ 93,372	\$ 97,908	\$ 102,924	\$ 105,420	\$ 108,060	\$ 110,760
	Project Engineer										
41	GIS Coordinator		\$ 39.62	\$ 41.61	\$ 43.73	\$ 45.95	\$ 48.27	\$ 50.68	\$ 51.95	\$ 53.25	\$ 54.62
	Network Analyst		\$ 6,868	\$ 7,213	\$ 7,579	\$ 7,964	\$ 8,366	\$ 8,785	\$ 9,005	\$ 9,230	\$ 9,467
			\$ 82,416	\$ 86,556	\$ 90,948	\$ 95,568	\$ 100,392	\$ 105,420	\$ 108,060	\$ 110,760	\$ 113,604
42	Sr Building Inspector/Plans Examiner		\$ 40.60	\$ 42.67	\$ 44.89	\$ 47.07	\$ 49.48	\$ 51.95	\$ 53.25	\$ 54.62	\$ 55.99
			\$ 7,038	\$ 7,396	\$ 7,781	\$ 8,159	\$ 8,577	\$ 9,005	\$ 9,230	\$ 9,467	\$ 9,704
			\$ 84,456	\$ 88,752	\$ 93,372	\$ 97,908	\$ 102,924	\$ 108,060	\$ 110,760	\$ 113,604	\$ 116,448
43			\$ 41.61	\$ 43.73	\$ 45.95	\$ 48.27	\$ 50.68	\$ 53.25	\$ 54.62	\$ 55.99	\$ 57.36
			\$ 7,213	\$ 7,579	\$ 7,964	\$ 8,366	\$ 8,785	\$ 9,230	\$ 9,467	\$ 9,704	\$ 9,943
			\$ 86,556	\$ 90,948	\$ 95,568	\$ 100,392	\$ 105,420	\$ 110,760	\$ 113,604	\$ 116,448	\$ 119,316
44	Senior Development Engineer		\$ 42.67	\$ 44.89	\$ 47.07	\$ 49.48	\$ 51.95	\$ 54.62	\$ 55.99	\$ 57.36	\$ 58.84
			\$ 7,396	\$ 7,781	\$ 8,159	\$ 8,577	\$ 9,005	\$ 9,467	\$ 9,704	\$ 9,943	\$ 10,198
			\$ 88,752	\$ 93,372	\$ 97,908	\$ 102,924	\$ 108,060	\$ 113,604	\$ 116,448	\$ 119,316	\$ 122,376
45			\$ 43.73	\$ 45.95	\$ 48.27	\$ 50.68	\$ 53.25	\$ 55.99	\$ 57.36	\$ 58.84	\$ 60.30
			\$ 7,579	\$ 7,964	\$ 8,366	\$ 8,785	\$ 9,230	\$ 9,704	\$ 9,943	\$ 10,198	\$ 10,451
			\$ 90,948	\$ 95,568	\$ 100,392	\$ 105,420	\$ 110,760	\$ 116,448	\$ 119,316	\$ 122,376	\$ 125,412
46	Senior Planner		\$ 44.89	\$ 47.07	\$ 49.48	\$ 51.95	\$ 54.62	\$ 57.36	\$ 58.84	\$ 60.30	\$ 61.82
	Senior Project Engineer		\$ 7,781	\$ 8,159	\$ 8,577	\$ 9,005	\$ 9,467	\$ 9,943	\$ 10,198	\$ 10,451	\$ 10,716
			\$ 93,372	\$ 97,908	\$ 102,924	\$ 108,060	\$ 113,604	\$ 119,316	\$ 122,376	\$ 125,412	\$ 128,592

Base Salary is Monthly

Monthly X 12 = Annual

Monthly / 173.33 = Hourly

July 1, 2027 – June 30, 2028

3% COLA

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
9	Nutrition Assistant	\$ 18.60	\$ 19.49	\$ 20.49	\$ 21.46	\$ 22.58	\$ 23.71	\$ 24.28	\$ 24.95	\$ 25.55
		\$ 3,224	\$ 3,379	\$ 3,552	\$ 3,720	\$ 3,913	\$ 4,109	\$ 4,208	\$ 4,324	\$ 4,428
		\$ 38,688	\$ 40,548	\$ 42,624	\$ 44,640	\$ 46,956	\$ 49,308	\$ 50,496	\$ 51,888	\$ 53,136
10		\$ 19.05	\$ 20.00	\$ 20.98	\$ 22.06	\$ 23.11	\$ 24.28	\$ 24.95	\$ 25.55	\$ 26.16
		\$ 3,302	\$ 3,466	\$ 3,637	\$ 3,823	\$ 4,006	\$ 4,208	\$ 4,324	\$ 4,428	\$ 4,535
		\$ 39,624	\$ 41,592	\$ 43,644	\$ 45,876	\$ 48,072	\$ 50,496	\$ 51,888	\$ 53,136	\$ 54,420
11		\$ 19.49	\$ 20.49	\$ 21.46	\$ 22.58	\$ 23.71	\$ 24.95	\$ 25.55	\$ 26.16	\$ 26.82
		\$ 3,379	\$ 3,552	\$ 3,720	\$ 3,913	\$ 4,109	\$ 4,324	\$ 4,428	\$ 4,535	\$ 4,649
		\$ 40,548	\$ 42,624	\$ 44,640	\$ 46,956	\$ 49,308	\$ 51,888	\$ 53,136	\$ 54,420	\$ 55,788
12	Food Service Worker	\$ 20.00	\$ 20.98	\$ 22.06	\$ 23.11	\$ 24.28	\$ 25.55	\$ 26.16	\$ 26.82	\$ 27.51
		\$ 3,466	\$ 3,637	\$ 3,823	\$ 4,006	\$ 4,208	\$ 4,428	\$ 4,535	\$ 4,649	\$ 4,769
		\$ 41,592	\$ 43,644	\$ 45,876	\$ 48,072	\$ 50,496	\$ 53,136	\$ 54,420	\$ 55,788	\$ 57,228
13	Accounting Clerk I	\$ 20.49	\$ 21.46	\$ 22.58	\$ 23.71	\$ 24.95	\$ 26.16	\$ 26.82	\$ 27.51	\$ 28.17
		\$ 3,552	\$ 3,720	\$ 3,913	\$ 4,109	\$ 4,324	\$ 4,535	\$ 4,649	\$ 4,769	\$ 4,883
		\$ 42,624	\$ 44,640	\$ 46,956	\$ 49,308	\$ 51,888	\$ 54,420	\$ 55,788	\$ 57,228	\$ 58,596
14		\$ 20.98	\$ 22.06	\$ 23.11	\$ 24.28	\$ 25.55	\$ 26.82	\$ 27.51	\$ 28.17	\$ 28.92
		\$ 3,637	\$ 3,823	\$ 4,006	\$ 4,208	\$ 4,428	\$ 4,649	\$ 4,769	\$ 4,883	\$ 5,012
		\$ 43,644	\$ 45,876	\$ 48,072	\$ 50,496	\$ 53,136	\$ 55,788	\$ 57,228	\$ 58,596	\$ 60,144
15	Office Specialist I	\$ 21.46	\$ 22.58	\$ 23.71	\$ 24.95	\$ 26.16	\$ 27.51	\$ 28.17	\$ 28.92	\$ 29.78
	Community Center Van Driver	\$ 3,720	\$ 3,913	\$ 4,109	\$ 4,324	\$ 4,535	\$ 4,769	\$ 4,883	\$ 5,012	\$ 5,161
		\$ 44,640	\$ 46,956	\$ 49,308	\$ 51,888	\$ 54,420	\$ 57,228	\$ 58,596	\$ 60,144	\$ 61,932
16		\$ 22.06	\$ 23.11	\$ 24.28	\$ 25.55	\$ 26.82	\$ 28.17	\$ 28.92	\$ 29.78	\$ 30.34
		\$ 3,823	\$ 4,006	\$ 4,208	\$ 4,428	\$ 4,649	\$ 4,883	\$ 5,012	\$ 5,161	\$ 5,258
		\$ 45,876	\$ 48,072	\$ 50,496	\$ 53,136	\$ 55,788	\$ 58,596	\$ 60,144	\$ 61,932	\$ 63,096
17		\$ 22.58	\$ 23.71	\$ 24.95	\$ 26.16	\$ 27.51	\$ 28.92	\$ 29.78	\$ 30.34	\$ 31.09
		\$ 3,913	\$ 4,109	\$ 4,324	\$ 4,535	\$ 4,769	\$ 5,012	\$ 5,161	\$ 5,258	\$ 5,389
		\$ 46,956	\$ 49,308	\$ 51,888	\$ 54,420	\$ 57,228	\$ 60,144	\$ 61,932	\$ 63,096	\$ 64,668
18		\$ 23.11	\$ 24.28	\$ 25.55	\$ 26.82	\$ 28.17	\$ 29.78	\$ 30.34	\$ 31.09	\$ 31.88
		\$ 4,006	\$ 4,208	\$ 4,428	\$ 4,649	\$ 4,883	\$ 5,161	\$ 5,258	\$ 5,389	\$ 5,525
		\$ 48,072	\$ 50,496	\$ 53,136	\$ 55,788	\$ 58,596	\$ 61,932	\$ 63,096	\$ 64,668	\$ 66,300
19		\$ 23.71	\$ 24.95	\$ 26.16	\$ 27.51	\$ 28.92	\$ 30.34	\$ 31.09	\$ 31.88	\$ 32.67
		\$ 4,109	\$ 4,324	\$ 4,535	\$ 4,769	\$ 5,012	\$ 5,258	\$ 5,389	\$ 5,525	\$ 5,663
		\$ 49,308	\$ 51,888	\$ 54,420	\$ 57,228	\$ 60,144	\$ 63,096	\$ 64,668	\$ 66,300	\$ 67,956
20		\$ 24.28	\$ 25.55	\$ 26.82	\$ 28.17	\$ 29.78	\$ 31.09	\$ 31.88	\$ 32.67	\$ 33.48
		\$ 4,208	\$ 4,428	\$ 4,649	\$ 4,883	\$ 5,161	\$ 5,389	\$ 5,525	\$ 5,663	\$ 5,803
		\$ 50,496	\$ 53,136	\$ 55,788	\$ 58,596	\$ 61,932	\$ 64,668	\$ 66,300	\$ 67,956	\$ 69,636
21	Accounting Clerk II	\$ 24.95	\$ 26.16	\$ 27.51	\$ 28.92	\$ 30.34	\$ 31.88	\$ 32.67	\$ 33.48	\$ 34.34
	Library Assistant I	\$ 4,324	\$ 4,535	\$ 4,769	\$ 5,012	\$ 5,258	\$ 5,525	\$ 5,663	\$ 5,803	\$ 5,952
	Office Specialist II Program Assistant	\$ 51,888	\$ 54,420	\$ 57,228	\$ 60,144	\$ 63,096	\$ 66,300	\$ 67,956	\$ 69,636	\$ 71,424
22		\$ 25.55	\$ 26.82	\$ 28.17	\$ 29.78	\$ 31.09	\$ 32.67	\$ 33.48	\$ 34.34	\$ 35.21
		\$ 4,428	\$ 4,649	\$ 4,883	\$ 5,161	\$ 5,389	\$ 5,663	\$ 5,803	\$ 5,952	\$ 6,103
		\$ 53,136	\$ 55,788	\$ 58,596	\$ 61,932	\$ 64,668	\$ 67,956	\$ 69,636	\$ 71,424	\$ 73,236

Agreement between Oregon City and AFSCME Local 350-2

Expires June 30, 2028

Page 40

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
23	Customer Accounting Clerk Recreation Programmer		\$ 28.16	\$ 27.51	\$ 28.92	\$ 30.34	\$ 31.88	\$ 33.48	\$ 34.34	\$ 35.21	\$ 36.06
			\$ 4,535	\$ 4,769	\$ 5,012	\$ 5,258	\$ 5,525	\$ 5,803	\$ 5,952	\$ 6,103	\$ 6,250
			\$ 54,420	\$ 57,228	\$ 60,144	\$ 63,096	\$ 66,300	\$ 69,636	\$ 71,424	\$ 73,236	\$ 75,000
24	Library Assistant II Office Specialist III		\$ 26.82	\$ 28.17	\$ 29.78	\$ 31.09	\$ 32.67	\$ 34.34	\$ 35.21	\$ 36.06	\$ 36.98
			\$ 4,649	\$ 4,883	\$ 5,161	\$ 5,389	\$ 5,663	\$ 5,952	\$ 6,103	\$ 6,250	\$ 6,410
			\$ 55,788	\$ 58,596	\$ 61,932	\$ 64,668	\$ 67,956	\$ 71,424	\$ 73,236	\$ 75,000	\$ 76,920
25	Engineering Technician I Parks Maintenance Specialist I Permit Technician Community Engagement Specialist	Utility Customer Service Rep. Utility Maintenance Specialist I Program Specialist - Tourism	\$ 27.51	\$ 28.92	\$ 30.34	\$ 31.88	\$ 33.48	\$ 35.21	\$ 36.06	\$ 36.98	\$ 37.86
			\$ 4,769	\$ 5,012	\$ 5,258	\$ 5,525	\$ 5,803	\$ 6,103	\$ 6,250	\$ 6,410	\$ 6,563
			\$ 57,228	\$ 60,144	\$ 63,096	\$ 66,300	\$ 69,636	\$ 73,236	\$ 75,000	\$ 76,920	\$ 78,756
26	Library Assistant III Library Safety Specialist		\$ 28.17	\$ 29.78	\$ 31.09	\$ 32.67	\$ 34.34	\$ 36.06	\$ 36.98	\$ 37.86	\$ 38.85
			\$ 4,883	\$ 5,161	\$ 5,389	\$ 5,663	\$ 5,952	\$ 6,250	\$ 6,410	\$ 6,563	\$ 6,733
			\$ 58,596	\$ 61,932	\$ 64,668	\$ 67,956	\$ 71,424	\$ 75,000	\$ 76,920	\$ 78,756	\$ 80,796
27	Accounting Technician Administrative Assistant Senior Recreation Programmer	Meals on Wheels Coordinator	\$ 28.92	\$ 30.34	\$ 31.88	\$ 33.48	\$ 35.21	\$ 36.98	\$ 37.86	\$ 38.85	\$ 39.80
			\$ 5,012	\$ 5,258	\$ 5,525	\$ 5,803	\$ 6,103	\$ 6,410	\$ 6,563	\$ 6,733	\$ 6,898
			\$ 60,144	\$ 63,096	\$ 66,300	\$ 69,636	\$ 73,236	\$ 76,920	\$ 78,756	\$ 80,796	\$ 82,776
28	Planning Technician		\$ 29.78	\$ 31.09	\$ 32.67	\$ 34.34	\$ 36.06	\$ 37.86	\$ 38.85	\$ 39.80	\$ 40.81
			\$ 5,161	\$ 5,389	\$ 5,663	\$ 5,952	\$ 6,250	\$ 6,563	\$ 6,733	\$ 6,898	\$ 7,074
			\$ 61,932	\$ 64,668	\$ 67,956	\$ 71,424	\$ 75,000	\$ 78,756	\$ 80,796	\$ 82,776	\$ 84,888
29	Bldg Facility Maintenance Specialist Environmental Services Tech I Circulation Coordinator Librarian Rentals and Events Coordinator	Mechanic Parks Maintenance Specialist II Recreation Program Coordinator Utility Maintenance Specialist II	\$ 30.34	\$ 31.88	\$ 33.48	\$ 35.21	\$ 36.98	\$ 38.85	\$ 39.80	\$ 40.81	\$ 41.82
			\$ 5,258	\$ 5,525	\$ 5,803	\$ 6,103	\$ 6,410	\$ 6,733	\$ 6,898	\$ 7,074	\$ 7,249
			\$ 63,096	\$ 66,300	\$ 69,636	\$ 73,236	\$ 76,920	\$ 80,796	\$ 82,776	\$ 84,888	\$ 86,988
30			\$ 31.09	\$ 32.67	\$ 34.34	\$ 36.06	\$ 37.86	\$ 39.80	\$ 40.81	\$ 41.82	\$ 42.86
			\$ 5,389	\$ 5,663	\$ 5,952	\$ 6,250	\$ 6,563	\$ 6,898	\$ 7,074	\$ 7,249	\$ 7,429
			\$ 64,668	\$ 67,956	\$ 71,424	\$ 75,000	\$ 78,756	\$ 82,776	\$ 84,888	\$ 86,988	\$ 89,148
31	Social Services Coordinator Customer Accounting Coord. Engineering Technician II Parks Maintenance Specialist III	Permit Coordinator Senior Accounting Technician Utility Maintenance Specialist III	\$ 31.88	\$ 33.48	\$ 35.21	\$ 36.98	\$ 38.85	\$ 40.81	\$ 41.82	\$ 42.86	\$ 43.95
			\$ 5,525	\$ 5,803	\$ 6,103	\$ 6,410	\$ 6,733	\$ 7,074	\$ 7,249	\$ 7,429	\$ 7,618
			\$ 66,300	\$ 69,636	\$ 73,236	\$ 76,920	\$ 80,796	\$ 84,888	\$ 86,988	\$ 89,148	\$ 91,416
32	Economic Development Coordinator Senior Administrative Assistant		\$ 32.67	\$ 34.34	\$ 36.06	\$ 37.86	\$ 39.80	\$ 41.82	\$ 42.86	\$ 43.95	\$ 45.04
			\$ 5,663	\$ 5,952	\$ 6,250	\$ 6,563	\$ 6,898	\$ 7,249	\$ 7,429	\$ 7,618	\$ 7,806
			\$ 67,956	\$ 71,424	\$ 75,000	\$ 78,756	\$ 82,776	\$ 86,988	\$ 89,148	\$ 91,416	\$ 93,672
33	Assistant Planner Building Inspector Trainee IT Technician Customer Service Team Leader Engineering Technician III	GIS Technician Lead Mechanic Parks Maintenance Team Leader Utility Maintenance Team Leader	\$ 33.48	\$ 35.21	\$ 36.98	\$ 38.85	\$ 40.81	\$ 42.86	\$ 43.95	\$ 45.04	\$ 46.24
			\$ 5,803	\$ 6,103	\$ 6,410	\$ 6,733	\$ 7,074	\$ 7,429	\$ 7,618	\$ 7,806	\$ 8,014
			\$ 69,636	\$ 73,236	\$ 76,920	\$ 80,796	\$ 84,888	\$ 89,148	\$ 91,416	\$ 93,672	\$ 96,168
34	Librarian II		\$ 34.34	\$ 36.06	\$ 37.86	\$ 39.80	\$ 41.82	\$ 43.95	\$ 45.04	\$ 46.24	\$ 47.33
			\$ 5,952	\$ 6,250	\$ 6,563	\$ 6,898	\$ 7,249	\$ 7,618	\$ 7,806	\$ 8,014	\$ 8,203
			\$ 71,424	\$ 75,000	\$ 78,756	\$ 82,776	\$ 86,988	\$ 91,416	\$ 93,672	\$ 96,168	\$ 98,436
35	Accountant Asset Management Specialist		\$ 35.21	\$ 36.98	\$ 38.85	\$ 40.81	\$ 42.86	\$ 45.04	\$ 46.24	\$ 47.33	\$ 48.49
			\$ 6,103	\$ 6,410	\$ 6,733	\$ 7,074	\$ 7,429	\$ 7,806	\$ 8,014	\$ 8,203	\$ 8,404
			\$ 73,236	\$ 76,920	\$ 80,796	\$ 84,888	\$ 89,148	\$ 93,672	\$ 96,168	\$ 98,436	\$ 100,848

Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
36	Associate Engineer		\$ 36.06	\$ 37.86	\$ 39.80	\$ 41.82	\$ 43.95	\$ 46.24	\$ 47.33	\$ 48.49	\$ 49.71
	Construction Inspector		\$ 6,250	\$ 6,563	\$ 6,898	\$ 7,249	\$ 7,618	\$ 8,014	\$ 8,203	\$ 8,404	\$ 8,617
			\$ 75,000	\$ 78,756	\$ 82,776	\$ 86,988	\$ 91,416	\$ 96,168	\$ 98,436	\$ 100,848	\$ 103,404
37	Building Inspector I	Water Quality Coordinator	\$ 36.98	\$ 38.85	\$ 40.81	\$ 42.86	\$ 45.04	\$ 47.33	\$ 48.49	\$ 49.71	\$ 50.97
	Business Analyst	Management Analyst	\$ 6,410	\$ 6,733	\$ 7,074	\$ 7,429	\$ 7,806	\$ 8,203	\$ 8,404	\$ 8,617	\$ 8,834
	IT Specialist		\$ 76,920	\$ 80,796	\$ 84,888	\$ 89,148	\$ 93,672	\$ 98,436	\$ 100,848	\$ 103,404	\$ 106,008
38	Development Engineer		\$ 37.86	\$ 39.80	\$ 41.82	\$ 43.95	\$ 46.24	\$ 48.49	\$ 49.71	\$ 50.97	\$ 52.21
	GIS Analyst		\$ 6,563	\$ 6,898	\$ 7,249	\$ 7,618	\$ 8,014	\$ 8,404	\$ 8,617	\$ 8,834	\$ 9,049
	Senior Accountant		\$ 78,756	\$ 82,776	\$ 86,988	\$ 91,416	\$ 96,168	\$ 100,848	\$ 103,404	\$ 106,008	\$ 108,588
39			\$ 38.85	\$ 40.81	\$ 42.86	\$ 45.04	\$ 47.33	\$ 49.71	\$ 50.97	\$ 52.21	\$ 53.51
			\$ 6,733	\$ 7,074	\$ 7,429	\$ 7,806	\$ 8,203	\$ 8,617	\$ 8,834	\$ 9,049	\$ 9,275
			\$ 80,796	\$ 84,888	\$ 89,148	\$ 93,672	\$ 98,436	\$ 103,404	\$ 106,008	\$ 108,588	\$ 111,300
40	Building Inspector II	Senior Business Analyst	\$ 39.80	\$ 41.82	\$ 43.95	\$ 46.24	\$ 48.49	\$ 50.97	\$ 52.21	\$ 53.51	\$ 54.85
	Planner	Senior Construction Inspector	\$ 6,898	\$ 7,249	\$ 7,618	\$ 8,014	\$ 8,404	\$ 8,834	\$ 9,049	\$ 9,275	\$ 9,507
	Plans Examiner	Senior Environmental Coordinator	\$ 82,776	\$ 86,988	\$ 91,416	\$ 96,168	\$ 100,848	\$ 106,008	\$ 108,588	\$ 111,300	\$ 114,084
	Project Engineer										
41	GIS Coordinator		\$ 40.81	\$ 42.86	\$ 45.04	\$ 47.33	\$ 49.71	\$ 52.21	\$ 53.51	\$ 54.85	\$ 56.26
	Network Analyst		\$ 7,074	\$ 7,429	\$ 7,806	\$ 8,203	\$ 8,617	\$ 9,049	\$ 9,275	\$ 9,507	\$ 9,751
			\$ 84,888	\$ 89,148	\$ 93,672	\$ 98,436	\$ 103,404	\$ 108,588	\$ 111,300	\$ 114,084	\$ 117,012
42	Sr Building Inspector/Plans Examiner		\$ 41.82	\$ 43.95	\$ 46.24	\$ 48.49	\$ 50.97	\$ 53.51	\$ 54.85	\$ 56.26	\$ 57.66
			\$ 7,249	\$ 7,618	\$ 8,014	\$ 8,404	\$ 8,834	\$ 9,275	\$ 9,507	\$ 9,751	\$ 9,995
			\$ 86,988	\$ 91,416	\$ 96,168	\$ 100,848	\$ 106,008	\$ 111,300	\$ 114,084	\$ 117,012	\$ 119,940
43			\$ 42.86	\$ 45.04	\$ 47.33	\$ 49.71	\$ 52.21	\$ 54.85	\$ 56.26	\$ 57.66	\$ 59.08
			\$ 7,429	\$ 7,806	\$ 8,203	\$ 8,617	\$ 9,049	\$ 9,507	\$ 9,751	\$ 9,995	\$ 10,241
			\$ 89,148	\$ 93,672	\$ 98,436	\$ 103,404	\$ 108,588	\$ 114,084	\$ 117,012	\$ 119,940	\$ 122,892
44	Senior Development Engineer		\$ 43.95	\$ 46.24	\$ 48.49	\$ 50.97	\$ 53.51	\$ 56.26	\$ 57.66	\$ 59.08	\$ 60.60
			\$ 7,618	\$ 8,014	\$ 8,404	\$ 8,834	\$ 9,275	\$ 9,751	\$ 9,995	\$ 10,241	\$ 10,504
			\$ 91,416	\$ 96,168	\$ 100,848	\$ 106,008	\$ 111,300	\$ 117,012	\$ 119,940	\$ 122,892	\$ 126,048
45			\$ 45.04	\$ 47.33	\$ 49.71	\$ 52.21	\$ 54.85	\$ 57.66	\$ 59.08	\$ 60.60	\$ 62.11
			\$ 7,806	\$ 8,203	\$ 8,617	\$ 9,049	\$ 9,507	\$ 9,995	\$ 10,241	\$ 10,504	\$ 10,765
			\$ 93,672	\$ 98,436	\$ 103,404	\$ 108,588	\$ 114,084	\$ 119,940	\$ 122,892	\$ 126,048	\$ 129,180
46	Senior Planner		\$ 46.24	\$ 48.49	\$ 50.97	\$ 53.51	\$ 56.26	\$ 59.08	\$ 60.60	\$ 62.11	\$ 63.68
	Senior Project Engineer		\$ 8,014	\$ 8,404	\$ 8,834	\$ 9,275	\$ 9,751	\$ 10,241	\$ 10,504	\$ 10,765	\$ 11,037
			\$ 96,168	\$ 100,848	\$ 106,008	\$ 111,300	\$ 117,012	\$ 122,892	\$ 126,048	\$ 129,180	\$ 132,444

Base Salary is Monthly

Monthly X 12 = Annual

Monthly / 173.33 = Hourly

APPENDIX B - PUBLIC WORKS EMERGENCY SHIFT CHANGE NOTIFICATION (ESC)

(Refer to Article 12)

The City expects all Public Works employees to respond as needed in the event of an emergency such as natural disasters, local emergencies, winter weather response, or other kinds of community demands for emergency public service. Under no circumstances shall a regular full time employee end up with a short number of pay period work hours due to an ESC. When these events occur ESC may be implemented by Management and the following would apply:

A. ESC hours of work.

Hours worked under an ESC may vary based on the emergency needs, however it is the intent of this MOU to establish schedule guidelines as follows:

- 1) Regular Day Shift (regularly scheduled workweek) – 7:00 a.m. to 4:30 p.m. (1/2-hour lunch). This shift does not qualify for Overtime Pay under an ESC event as identified in Section D below.
- 2) Non-Regular Day Shift (Saturday, Sunday, Holidays or regularly scheduled Friday off) – 7:30 a.m. to 4:00 p.m. (1/2-hour lunch)
- 3) Swing Shift - 3:30 p.m. to 12:00 a.m. (1/2-hour lunch)
- 4) Graveyard Shift – 11:30 p.m. to 8 a.m. (1/2-hour lunch)

B. Signing up for ESC.

The ESC will be first offered to volunteers in accordance with a list. If there are inadequate volunteers or if certain staff are needed for their skill and knowledge, or if the volunteers are unfairly balanced amongst the various Divisions shifts may be assigned as needed. The City will attempt to fill the list in inverse order of seniority when practical. A new list of shift assignments shall be created every year, preferable on or around July 1 and shall be in effect for the ensuing twelve (12) month period. Employees will sign-up for desired shifts by seniority.

C. Participation in ESC.

All called upon Public Works employees shall participate in ESC.

D. Overtime Pay under ESC.

Employees who work ESC shift(s) 2, 3, and 4 identified in Section A above will be compensated at a rate of one and one-half (1.5) hours of pay for every hour worked during the first two (2) days of an emergency, beginning with the first Non-Regular Day Shift, Swing Shift or Graveyard Shift.

The overtime pay policy under the ESC scenario shall conform to the overtime provisions of the Federal Fair Labor Standards Act and Article 6 of the Collective Bargaining Agreement.

E. Emergency Shift Change Compensation.

Employees who provide emergency services pursuant to this memo shall be entitled to Emergency Shift Change Compensation in accordance with Article 11, but shall not be paid “call back” pay as provided in Article 35.2.

F. Notification and Cancellation of ESC.

Events that might justify implementation of an ESC are typically difficult to schedule. In an effort to provide some level of notice, the City shall publish an ESC schedule annually that identifies staff and their assigned shift. In addition, Management will make a strong effort to provide employees notice of the ESC as early in the emergency as possible. If an employee is scheduled to work an altered shift and it is cancelled without at least eight (8) hours of notification, the employee will be paid for that altered shift in accordance with paragraph D. When returning to their regular schedule, an employee may request not to work their next regular shift of the week or may work part of the next regular shift of the week. The Supervisor may send the employee home during their next regular shift if the Supervisor deems the employee to be a health or safety risk due to employee fatigue.

APPENDIX C – FLEX TIME AGREEMENT

FLEX TIME AGREEMENT FORM

Article 5 of this AFSCME collective bargaining agreement establishes flex time and a flex time agreement requirement. The City Flex Time Agreement (“FTA”) is described in this Appendix and flex time will be administered and applied based on the following guidelines which are not contractual and are established for instructional and informational purposes:

The Alternate Workweek is an exception to the General Rule. The “Alternate Workweek” enables employees whose essential job functions frequently require irregular hours of work (1) to work varied hours, varied starting and quitting time, and varied workdays and days off within a workweek without overtime expense to the City, and (2) to flex time off within the same workweek as determined in accordance with Article 5 to meet operational needs under the Alternate Workweek and/or personal needs consistent with the City’s requirements.

Employees who wish to work under the Alternative Workweek exception routinely and gain the ability to flex time off without need of the supervisor’s approval in each instance must be so designated by the Department Head on a Personnel Action Form. Employees so designated will be paid at the overtime rate only for hours worked in excess of the regularly scheduled hours of work in the workweek and not for daily overtime otherwise provided for as a General Rule under the contract. The Alternate Workweek designation shall be voluntary for each employee, and shall be approved by the employee’s Department Head, and must be approved case-by-case by the Human Resources Director.

The City shall utilize a FTA the terms of which, at a minimum, shall set forth the following:

AFSCME FLEX TIME AGREEMENT

This Flex Time Agreement (“FTA”) is voluntary. If an employee chooses to work subject to a FTA this Agreement must be submitted to and approved by the Human Resources Director. Upon approval the Agreement will be placed in the employee’s HR file and documented by Personnel Action Form (PAF). The PAF shall control the validity and applicability of any FTA. No FTA shall become effective until the City’s acceptance reflected by PAF.

This FTA enables an employee whose essential job functions frequently require irregular hours of work (1) to work varied hours, varied starting and quitting times, and varied workdays and days off within a workweek without overtime expense to the City, (2) to flex time off within the same workweek, and (3) to meet operational and personal needs without administrative process. Employees who wish to work under a FTA in order to routinely gain the ability to flex time off without need of supervisor's approval in each instance may sign this form of agreement.

Under Article 5 of the AFSCME Agreement a bargaining unit employee has the right to daily overtime. However, by signing this FTA the employee understands that the right to such overtime compensation is waived to the extent that flex time applies. If an employee signs this Agreement, the employee will be paid at the overtime rate only for hours worked in excess of forty (40) hours in the workweek, and not for daily overtime otherwise provided for as a General Rule under the contract.

Agreement between Oregon City and AFSCME Local 350-2

Expires June 30, 2028

Page 45

By signing below, I understand the terms of this FTA. I understand if I wish to revoke this Agreement, I must do so in writing. A revocation will take effect the first day of the month following written notice of at least seven (7) calendar days, provided however that if the essential functions of my position require that I work subject to a FTA and this requirement is stated in the position description, then I will not have the option to revoke a FTA made at the time I accept employment, transfer, bumping, recall, or promotion.

Department Head Signature	Printed Name	Date
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Human Resources Signature	Printed Name	Date
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Employee Signature	Printed Name	Date
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CITY OF OREGON CITY CITY COMMISSION WORK SESSION DRAFT MEETING MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, February 11, 2025 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:21 P.M.

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

STAFFERS: 6 - City Manager Tony Konkol, City Recorder Jakob Wiley, Deputy Parks and Recreation Director Tom Kissinger

2. GENERAL BUSINESS

a. Parks SDC Methodology Update

Thomas Kissinger, Deputy Parks and Recreation Director, began by explaining that this discussion on Parks System Development Charges (SDCs) would center on updates based on City Commission feedback from the work session on October 8, 2024. He then read a list of changes that the Commission had requested.

Deb Gallardi, Gallardi Rothstein Group, presented the updated SDC calculations and project list. The updated project list included two newly added items, a neighborhood park in the Park Place Concept Area and redevelopment of the End of Oregon Trail regional park. She noted they had broken out land acquisition costs from park development costs.

Mayor McGriff asked for clarification about what was added to the project list. Mr. Kissinger explained that there are two parks planned for the Park Place concept area. The first was an 8-10 acre community park, which had already been on the list. The second was a 3-5 acre neighborhood park, which was a new addition.

Commissioner Mitchell questioned the large discrepancy between the land acquisition costs for Thimble Creek compared to other projects, and the relatively small amount (\$1.5 million) allocated for Oregon Trail redevelopment. Mr. Kissinger explained that the Oregon Trail redevelopment figure represented only SDC-eligible components like a larger bandshell and accessibility improvements, not replacements of existing amenities like walking paths. For Thimble Creek, the higher cost reflected a series of three parks totaling approximately 9 acres.

Mayor McGriff inquired about how land dedication would be handled in relation to SDCs. Mr. Kissinger explained that acquisition costs had been separated from development costs specifically to address this concern. Splitting these two would allow the city to know how much to credit developers for dedicating park land in these areas. Mrs. Gallardi said this would come up later in the presentation, where they broke down the SDC land acquisition costs by dedication and fee in lieu of dedication.

Deb Gallardi outlined the methodology for determining SDC eligibility based on planned level of service in terms of acres per thousand for outdoor parks and square feet for indoor recreation facilities. For each project, the city would need to determine the growth share, which is SDC-eligible, and the development share, which is not SDC-eligible. After that, the city would need to determine how to equitably allocate the cost between residential and non-residential development. The current SDC methodology was based on hours of opportunity of use. Finally, the Commission would have to determine how to charge individual developments.

Mrs. Gallardi showed a table of the summary of growth costs for SDC-eligible park projects. It showed that the improvement fee portion of the total SDC cost basis was about \$43 million. She explained that the proposed pool and recreation center only had a 23% growth share. This is because people who live outside of the city account for half of the services, and that existing residents account for the rest of the difference.

Mrs. Gallardi broke down the reimbursement fee and compliance cost portions of the total SDC cost basis. The total SDC cost basis was estimated to be about \$51 million. Commissioner Mitchell asked if the reimbursement fee portion could be used for maintenance. Mrs. Gallardi said it could be used for capital maintenance but not for routine operational maintenance. She confirmed that this could be used to repair existing paths in parks.

Mrs. Gallardi then described the current SDC calculations for residential and non-residential buildings. She also showed an updated estimate for an equitable distribution of residential vs non-residential costs, a table of proposed residential SDCs tiered by unit type and size, what the impacts on non-residential SDCs would be if they were also charged for neighborhood parks, an updated table of non-residential employee estimates by building type, a comparison of current and proposed Oregon City residential and non-residential SDCs with nearby cities, and the statutory requirements for adopting SDC methodology.

There was consensus to not include neighborhood parks in the non-residential calculation and to adopt the updated table of non-residential employee estimates by building type. The Commission asked that the Parks and Recreation Advisory Committee review this at their next meeting.

Tony Konkol, City Manager, requested that any implementation approach be kept simple, avoiding complicated matrices based on plat dates or approval timing. He noted that this would be a discussion topic in the future and wanted the Commissioners to keep it in mind.

3. FUTURE AGENDA ITEMS

a. List of Future Work Session Agenda Items

Mr. Konkol reviewed the upcoming work session agenda items. He noted that there would also be a discussion of the 2025-27 Commission Goals at an upcoming work session or regular meeting. Staff were putting together a draft of the goals based on the 2025 Goal Setting Retreat.

4. CITY MANAGER'S REPORT

a. Update on City Projects

Mr. Konkol gave a brief update on the Quiet Zone, charter park discussions, the Cayuse 5 Memorial, the county courthouse, tumwata village, and the Canemah rights of way issue.

Mayor McGriff said that the County Commission had requested a joint meeting with the City Commission to discuss the courthouse.

Commissioner Marl asked if the old public works facility on Center Street could be added to the updates list for future meetings.

5. COMMITTEE REPORTS

Commissioner Wilson said he was formally voted in to the Homeless Coalition Committee.

Commissioner Smith said he attended a goal setting retreat for the End of the Oregon Trail Interpretive Center (EOT) on February 09, 2025. He said the EOT planned to have two more full-day meetings to discuss the future of the EOT. He would give an update to the City Commission after that happened.

Commissioner Marl gave an update on the Clackamas County Coordinating Committee (C4). C4 was creating a Library District task force. Mr. Konkol said that one of the task force's discussion topics would be how to equitably pay for capital improvements and operating costs. He noted that the Oregon City

Library, which is part of this Library District, serves a population that is 55% city residents and 45% not city residents. Oregon City was still paying off debt for an expansion of the library building and provides all human resources services for library employees. He said it was not fair for the city's taxpayers to fully absorb those costs. Commissioner Marl agreed that there were antiquated inequities in library funding.

Commissioner Marl said that C4 discussed using some of their Strategic Investment Fund money to fund improvements at the intersection of Highway 213 and Beavercreek Road. He also shared reporting on Oregon Department of Transportation (ODOT) internal auditing. He said this reporting made it clear that ODOT needed an independent audit.

Commissioner Mitchell said the South Fork Water Board had approved a raw water SDC increase of around \$1,200. They would be looking at water rates next. C4 Metro had informed the city that the city's Highway 99E streetscape improvements project was no longer in consideration for funding.

Mayor McGriff said the Arts Commission was working on a vendor list to restore murals. She said that the Willamette Falls Locks Authority said that the repair work on the locks would cost \$11 million. They were seeking \$7 million in state funding.

6. ADJOURNMENT

Mayor McGriff adjourned the meeting at 8:47 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:** February 18, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 8.a. - Public Hearing and First Reading of Ordinance 26-1001, Vacating Public Rights-Of-Way of An Alley and Portions of Fifth and Main Street, Located West of McLoughlin Boulevard

STAFF RECOMMENDATION:

Public Hearing and First Reading of Ordinance 26-1001, Vacating Public Rights-Of-Way of An Alley and Portions of Fifth and Main Street, Located West of McLoughlin Boulevard.

EXECUTIVE SUMMARY:

This First Reading serves as the procedural introduction of Ordinance No. 26-1001, vacating Public Rights-of-Way of An Alley and Portions of Fifth and Main Street, Located West of McLoughlin Boulevard and provides for a public meeting to receive public testimony for the record. The second reading of this ordinance will be scheduled for the next available Commission meeting for final adoption.

BACKGROUND:

On December 4, 2025, the Confederated Tribes of the Grand Ronde Community of Oregon (CTGR), the current property owners of tumwata village, petitioned the City to vacate a public alley right-of-way (ROW) and portions of Fifth and Main Street, located west of McLoughlin Boulevard. The site is the former Blue Heron Paper Mill, now known as *tumwata village*.

In 2014, the City adopted the Willamette Falls Legacy Project Master Plan (CP 14-02), a long-range planning framework for redeveloping the 23-acre former paper mill site near Willamette Falls. The plan was developed through a partnership of government agencies and community stakeholders and established goals and guidance for future redevelopment, public access, habitat restoration, economic revitalization and integration of the area with downtown Oregon City and the riverfront.

CTGR acquired the site in 2019 and pursued its own vision for tumwata village, rooted in Tribal cultural values, stewardship, healing and community connection. Since the previous Willamette Falls Legacy Project Master Plan did not reflect the Tribe's cultural, ecological or community priorities, CTGR updated its vision documents and worked with the City to amend CP 14-02.

On January 27, 2025, the Oregon City Planning Commission approved Application No. GLUA-24-00027, a Type III Land Use application, amending the Willamette Falls Legacy Project Master Plan to align with CTGR's vision and cultural priorities. The amended plan established

the framework and development standards for tumwata village, addressing open space, public access, and mixed-use development without approving any specific buildings or construction projects.

To further its plans for tumwata village, CTGR petitioned the City on December 4, 2025, to vacate the existing public ROW alley (between Fifth and Main Street) and portions of Fifth and Main Street, west of McLoughlin Boulevard, located on this site in support of the amended Master Plan. In accordance with ORS 271.80, CTGR submitted a completed ROW vacation petition, to include only their signatures, as the tumwata village property will be the only other property directly affected by this vacation. CTGR requests the vacation for the following reasons:

5th Street & Main Street: Vacating the ROW will allow for a private street, designed and built in accordance with the CTGR Master Plan, enabling flexible street layouts and pedestrian-focused, culturally, and environmentally sensitive design rather than strict adherence to City street standards. The vacation will also ensure consistent ownership and maintenance of the streets and private utilities contained within the site.

Alley: The 10-foot-wide alley contains no utilities and is not used or needed by the City, or any franchise utility providers, including electric, natural gas, and telecommunications services. Vacating the ROW will allow for future development consistent with the approved CTGR Master Plan; enable construction of a proposed parking structure that would otherwise be impeded; and support future parking needs for both tumwata village and downtown Oregon City.

Staff reviewed the petition using the following criteria:

1. There is no present or future public need for the street, alley, or easement.
2. The proposed vacation is in the best public interest.
3. The vacation would not adversely impact adjacent properties.
4. Consent has been obtained from adjacent property owners, when required.

Staff determined that the proposed petition satisfies all required statutory requirements and City conditions for the proposed vacation. The City Commission approved Resolution No. 26-01 on January 21, 2026, initiating vacation proceedings, authorizing lawful public notice, and establishing a public hearing date for this meeting date.

Following that meeting, public notice was published in The Oregonian on February 2 and February 9, 2026, and two public notice placards were posted at or near the proposed vacation area, satisfying the statutory public notice requirement of ORS 271.110. No public comments were received during the notification period.

Consistent with Oregon City's two-reading process, this First Reading of Ordinance No. 26-1001 introduces the proposed ordinance to vacate an alley and portions of Fifth and Main street, located west of McLoughlin Boulevard. The purpose of this meeting is to receive public testimony for the record. The ordinance is scheduled for Second Reading and final

adoption at the next available Commission meeting on March 4, 2026.

For these reasons and based on the justification provided by the Confederated Tribes of the Grand Ronde Community of Oregon for the proposed ROW vacation, staff support the approval of the first reading of Ordinance No. 26-1001. Upon completion of the vacation, a certified copy of the ordinance vacation will be filed for with the Clackamas County clerk in accordance with ORS 271.150.

OPTIONS:

1. Approve Public Hearing and First Reading of Ordinance 26-1001, Vacating Public Rights-Of-Way of An Alley and Portions of Fifth and Main Street, Located West of McLoughlin Boulevard.
2. Approve Public Hearing and First Reading of Ordinance 26-1001, Vacating Public Rights-Of-Way of An Alley and Portions of Fifth and Main Street, Located West of McLoughlin Boulevard with Amendments.
3. Deny Public Hearing and First Reading of Ordinance 26-1001, Vacating Public Rights-Of-Way of An Alley and Portions of Fifth and Main Street, Located West of McLoughlin Boulevard and provide further direction.

BUDGET IMPACT:

Amount	N/A
Fiscal Year(s):	N/A
Funding Source(s):	N/A
Included in Approved Budget:	N/A

ORDINANCE NO. 26-1001

AN ORDINANCE OF THE CITY OF OREGON CITY VACATING PUBLIC RIGHTS-OF-WAY OF AN ALLEY AND PORTIONS OF FIFTH AND MAIN STREET, LOCATED WEST OF MCLOUGHLIN BOULEVARD

WHEREAS, On December 4, 2025, The Confederated Tribes of the Grand Ronde Community of Oregon (CTGR) property owners of the 23-acre site, *tumwata village* (formerly Blue Heron Paper Mill), filed a petition to vacate portions of three public rights-of-way (ROW); and

WHEREAS, the portion of Fifth Street ROW proposed for vacation is more particularly described in **Exhibit A** and depicted in **Exhibit B**, which exhibits are attached to this Ordinance and incorporated herein by reference; and

WHEREAS, the proposed portion of Main Street and the entire 10-foot alley ROW proposed for vacation are more particularly described in **Exhibit C** and depicted in **Exhibit D**, which exhibits are attached to this Ordinance and incorporated herein by reference; and

WHEREAS, the Oregon City Public Works Department has determined that the vacation of the rights-of-way do not conflict with their intended uses as a local street or for other public purposes; and

WHEREAS the Oregon City Public Works Department's review of the petition determined that consent has been obtained from adjacent property owners; and

WHEREAS the Oregon City Public Works Department's review of the petition determined that the proposed vacation of the Subject ROW is in the best public interest; and

WHEREAS, on January 21st, 2026, the Oregon City Commission adopted Resolution No. 26-01, initiating ROW vacation proceedings for the proposed Subject ROW vacation and established February 18th, 2026 for consideration of the First Reading Ordinance No. 26-1001 and public hearing for the proposed Subject ROW vacation; and

WHEREAS, in accordance with ORS 271.110, legal notice of the proposed Subject ROW vacation and public hearing date was published in *The Oregonian* newspaper on February 2 & 9, 2026 and signs were posted at or near each end the Subject Right-of-Way within five days of the newspaper publication; and

WHEREAS, on February 18, 2026, a public hearing was held for the proposed Subject ROW vacations; and

WHEREAS, no objections or comments were received during the public notice period nor at the public hearing; and

WHEREAS, the Commission found that the proposed Subject ROW vacation serves the public's best interest, will not adversely impact adjacent property owners; and

WHEREAS, upon completion of the vacation, a certified copy of the ordinance vacation will be filed with the Clackamas County clerk in accordance with ORS 271.150; and

WHEREAS, the provisions of Oregon Revised Statute 271.140 governing public rights-of-way vacations shall apply to this proposed vacation.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The portion of Fifth Street ROW proposed for vacation, more particularly described in **Exhibit A** and depicted in **Exhibit B**, which exhibits are attached to this Ordinance and incorporated herein by reference is hereby vacated.

Section 2. The proposed portion of Main Street and the entire 10-foot alley ROW proposed for vacation, more particularly described in **Exhibit C** and depicted in **Exhibit D**, which exhibits are attached to this Ordinance and incorporated herein by reference, is hereby vacated.

Section 3. This ordinance shall take effect 30 days from the date of adoption.

Read for the first time at a regular meeting of the City Commission held on the 18th day of February, 2026, and the City Commission enacted the forgoing Ordinance this 4th day of March, 2026.

DENYSE C. MCGRUFF
Mayor

Attested to this 4th day of March 2026,

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

5th Street Vacation

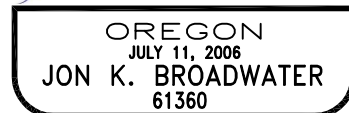
Exhibit A

A portion of 5th Street in Oregon City, Clackamas County, Oregon in accordance with the duly recorded plat of OREGON CITY as follows: Beginning at the most Easterly corner of Lot 8 , Block 3; thence North 53° 40' 16" West, along the Northeasterly line of said Block 3 105.00 feet, to the most Northerly corner of Lot 8, Block 3; thence North 53° 40' 16" West, continuing on the Northwesterly extension of said block line 60.00 feet to the Northwesterly Right of Way line of the vacated Water Street; thence North 36° 19' 44" East 60.00 feet to the Northwesterly extension of the Southwesterly line of Block 4 of said Plat; thence South 19° 36' 14" East 92.98 feet; thence South 86° 17' 44" East 15.00 feet; thence South 41° 40' 45" East 77.03 feet to the point of beginning.

Vacation contains ± 3,370 SQ/FT



Jon K. Broadwater



RENEWAL 12/31/2025

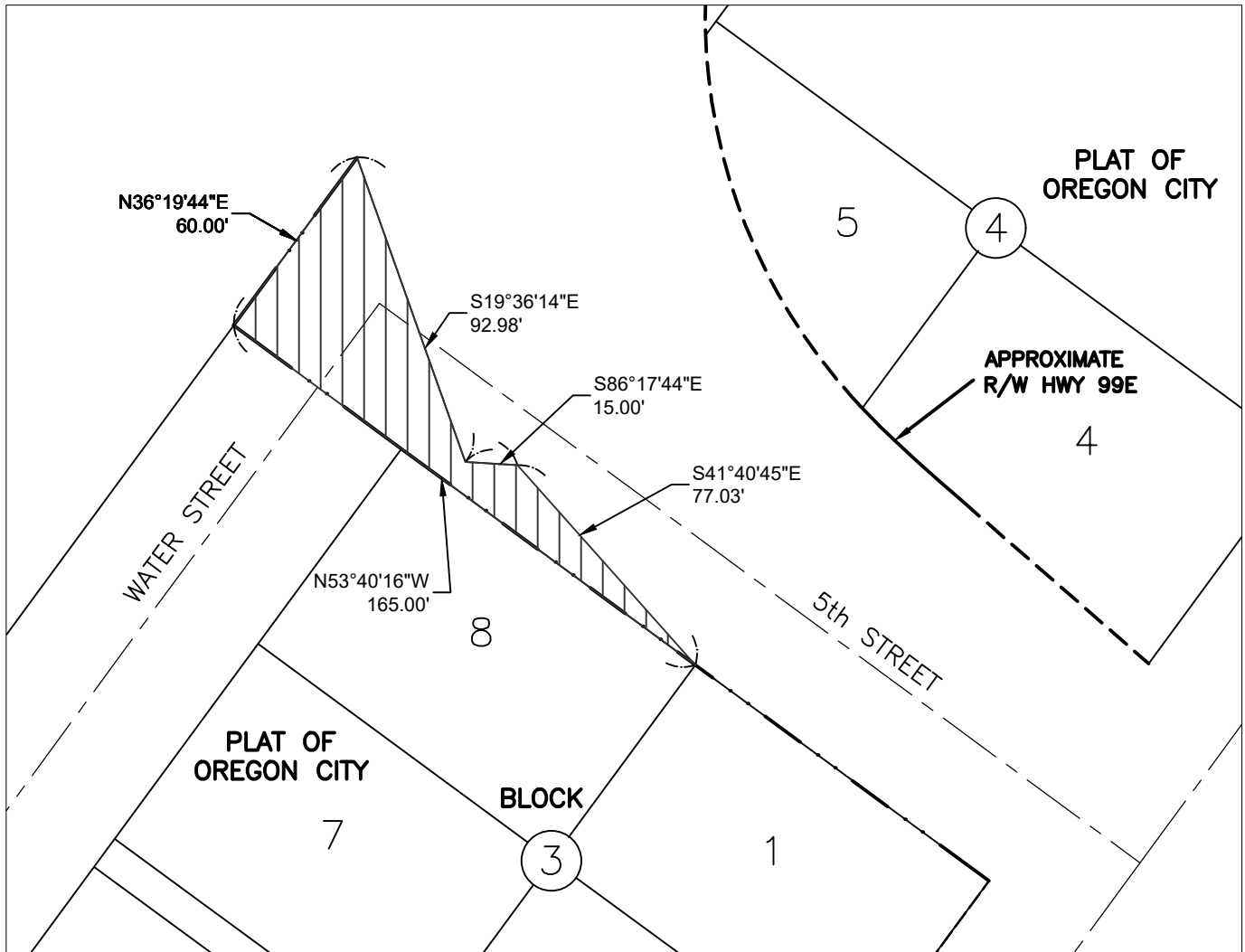
EXHIBIT B

EXHIBIT B
Ord No. 26-1001

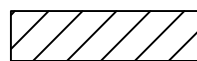
A STREET VACATION BEING A PORTION OF 5TH STREET, OREGON CITY
SITUATED IN THE NORTHWEST QUARTER OF SECTION 31
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON.



5th STREET VACATION



SEE ATTACHED LEGAL DESCRIPTION



STREET VACATION
3,370± SQ FT

CITY OF OREGON CITY
5TH STREET



3 Point
Geomatics
8910 SE Fuller Road
Happy Valley, Oregon 97086

CHECKED BY: MTR

DATE: 9-30-2025

Main Street Vacation

Exhibit A

A portion of Main Street in Oregon City, Clackamas County, Oregon in accordance with the duly recorded plat of OREGON CITY as follows: Beginning at the most Easterly corner of Lot 3, Block 3; thence Northeasterly along the Southeasterly line of said Block, 134.58 feet; thence South 53° 40' 16" East 64.00 feet to the northwesterly line of Block 27 of said plat; thence Southwesterly along the northwesterly line of said Block, 134.66 feet to the most Northerly corner of Lot 6, Block 27; thence Northwesterly along the extension of Northwesterly line of Lot 6, Block 27 to the point of beginning.

Along with all of the 10 foot alley running through Block 27 of said plat, running between the southeasterly line of Main Street and the Southeasterly line of said Block.

Vacation contains ± 10,554 SQ/FT

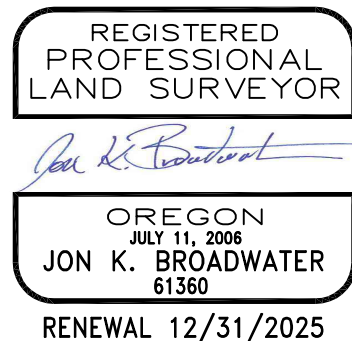
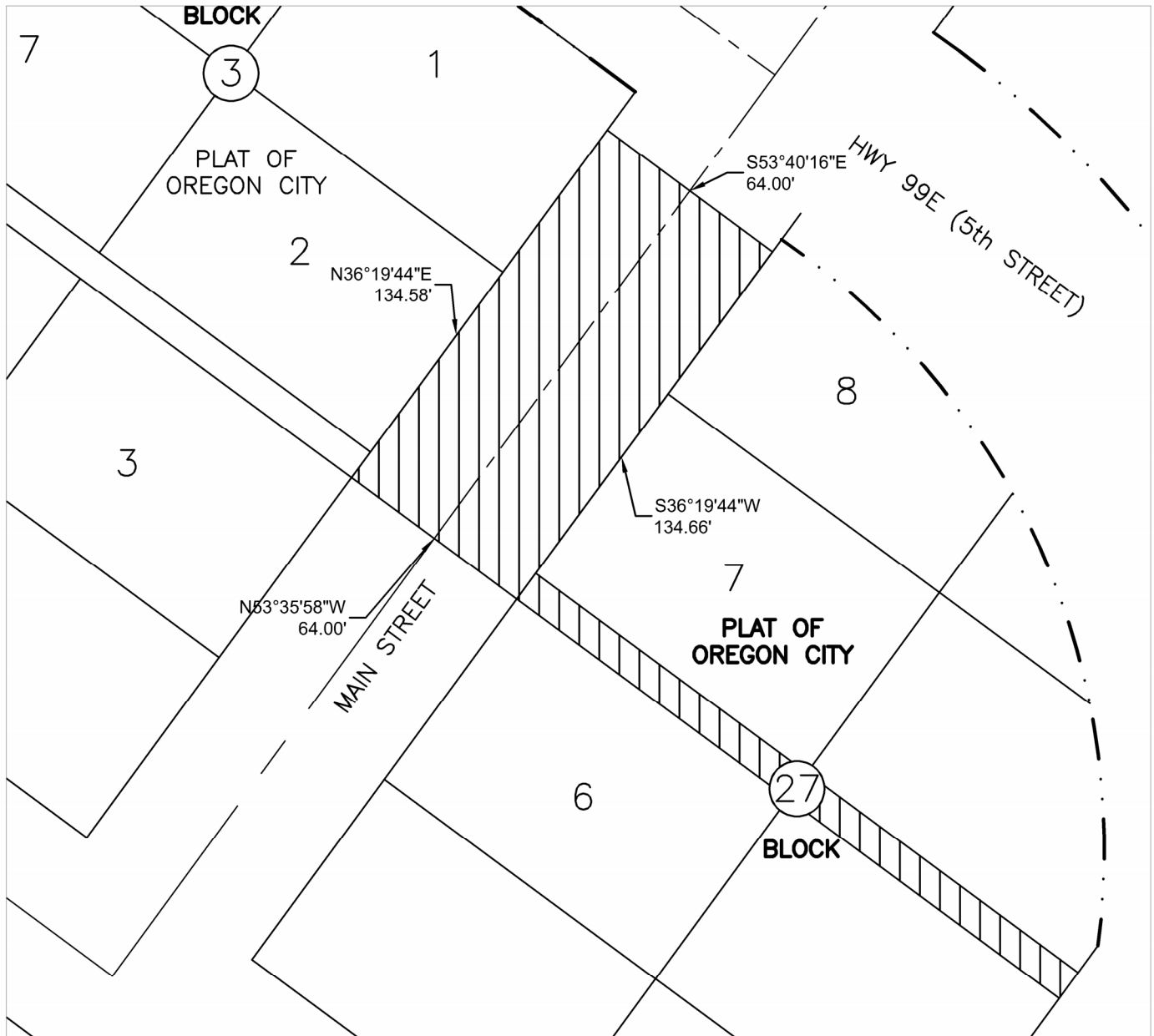


EXHIBIT B

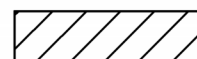
A STREET VACATION BEING A PORTION OF MAIN STREET, OREGON CITY
SITUATED IN THE NORTHWEST QUARTER OF SECTION 31
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON.

EXHIBIT D

Ord. No. 26-1001



SEE ATTACHED LEGAL DESCRIPTION



STREET VACATION
10,554± SQ FT

CITY OF OREGON CITY
MAIN STREET AND ALLEY VACATION

CHECKED BY: MTR

DATE: 9-30-2025

8910 SE Fuller Road
Happy Valley, Oregon 97086

RESOLUTION NO. 26-01

A RESOLUTION INITIATING PROCEEDINGS TO VACATE CERTAIN PUBLIC RIGHTS-OF-WAY, CONSISTING OF AN ALLEY AND PORTIONS OF FIFTH AND MAIN STREET, LOCATED WEST OF MCLOUGHLIN BOULEVARD AT TUMWATA VILLAGE AND ESTABLISHING A PUBLIC HEARING DATE FOR FEBRUARY 18, 2026

WHEREAS, On December 4, 2025, The Confederated Tribes of the Grand Ronde Community of Oregon (CTGR) property owners of the 23-acre site, *tumwata village* (formerly Blue Heron Paper Mill), filed a petition to vacate portions of three public rights-of-way (ROW); and

WHEREAS, the portion of Fifth Street ROW proposed for vacation is more particularly described in **Exhibit A** and depicted in **Exhibit B**, which exhibits are attached to this Resolution and incorporated herein by reference; and

WHEREAS, the proposed portion of Main Street and the entire 10-foot alley ROW proposed for vacation are more particularly described in **Exhibit C** and depicted in **Exhibit D**, which exhibits are attached to this Resolution and incorporated herein by reference; and

WHEREAS, the Oregon City Public Works Department has determined that the vacation of the rights-of-way do not conflict with their intended uses as a local street or for other public purposes; and

WHEREAS, the Public Works Department has further determined that the proposed ROW vacations are not detrimental to the surrounding properties; and

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

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

WHEREAS, proceedings for the proposed portion of Main Street, the entire 10-foot alley ROW and portions of Fifth Street proposed for ROW vacations are hereby initiated by the City Commission; and

WHEREAS, the City Commission hereby sets a public hearing on the proposed ROW vacations for Wednesday, February 18, 2026, 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; and

WHEREAS, The City Commission hereby directs that lawful notice of this public hearing be provided, in accordance with ORS 271.

NOW, THEREFORE, BE IT RESOLVED

The City Commission of Oregon City, Oregon, approval of Resolution No. 26-01, initiates the proceedings to vacate the above-described public rights-of-way described in Exhibit A and Exhibit C, and shown in Exhibit B and Exhibit D.

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

Approved and adopted at a regular meeting of the City Commission held on the 21st day of January 2026.


DENYSE C. MCGRIFF
Mayor

Attested to this 21st day of January 2026:


Jakob Wiley, City Recorder

Approved as to legal sufficiency:


City Attorney



CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	February 18, 2026
From:	Pete Walter, Planning Manager Josh Wheeler, Assistant City Engineer		

SUBJECT:

Second Reading of Ordinance 26-1006, Approving Code Amendments to OCMC 16.12 for Public Improvement Exemptions (GLUA-25-00054 / LEG-25-00003)

STAFF RECOMMENDATION:

Staff recommends approval of the second reading of Ordinance 26-1006.

EXECUTIVE SUMMARY:

The City Commission approved the first reading of Ordinance 26-1006 on February 4, 2026 following a Planning Commission recommendation for approval on January 12, 2026.

The proposed amendments implement House Bill (HB) 2658 (2025) relating to frontage improvements by amending Oregon City Municipal Code section 16.12.011 – Applicability.

Per (HB) 2658, municipalities may not require public street frontage improvements for accessory dwelling units (ADUs), any improvement where the total building square footage does not increase, and any improvement where the total valuation of alteration is less than \$150,000. This proposal amends the Applicability section of Chapter 16.12 of the Oregon City Municipal Code, Minimum Public Improvements and Design Standards for Development.

BACKGROUND:

Please see the attached legislative staff report and recommended findings.

NEXT STEPS:

OPTIONS:

1. Approve the proposal as recommended.
2. Approve the proposal with changes recommended by the City Commission.
3. Do not approval the proposal and provide direction to city staff.

ORDINANCE NO. 26-1006

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING OREGON CITY MUNICIPAL CODE CHAPTER 16.12 RELATING TO PUBLIC FRONTAGE IMPROVEMENTS AND PROVIDING FOR SPECIFIC EXEMPTIONS

WHEREAS, House Bill (HB) HB 2658 (2025) requires municipalities to specifically exempt certain types of building permits from providing frontage improvements; and

WHEREAS, Oregon City Municipal Code Chapter 16.12 requires frontage improvements in proportion to the impact of the development; and

WHEREAS, the proposed amendments will benefit Oregon City residents and businesses by helping to reduce the cost of alterations and improvements to their properties; and

WHEREAS, the proposed amendments are consistent with state law and with the applicable goals of the Oregon City Comprehensive Plan; and

WHEREAS, the Planning Commission reviewed the proposed amendments at a legislative public hearing duly noticed and held on January 12th, 2026, and recommended approval of the amendments to the City Commission;

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City Commission hereby amends Oregon City Municipal Code Chapter 16.12, with the amendments attached hereto as Exhibit 'A'.

Section 2. The City Commission adopts the "Legislative Staff Report and Recommendation" for files LEG-25-03 / GLUA-25-054.

Read for the first time at a regular meeting of the City Commission held on the 4th Day of February, 2026 and the City Commission finally enacted the foregoing ordinance this 18th Day of February, 2026.

DENYSE C. MCGRUFF
Mayor

Attested to this 18th day of February, 2026

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

16.12.011 Applicability.

- A. Compliance with this chapter is required for all development including land divisions, site plan and design review, master plan, detailed development plan and conditional use applications and all public improvements that are required in conjunction with a land use decision.
- B. Compliance with this chapter is also required for new construction or additions which exceed fifty percent of the existing square footage of all single-family detached residential and middle housing units' living space. Garages, carports, sheds, and porches may not be included in the calculation if these spaces are not living spaces. ~~Accessory dwelling units are not subject to compliance with this chapter.~~ All single-family detached residential and middle housing units shall provide any necessary dedications, easements or agreements as identified in the transportation system plan and this chapter, subject to constitutional limitations. In addition, the street frontage shall be improved to include the following priorities for improvements:
 - 1. Improve street pavement, construct curbs, gutters, sidewalks and planter strips; and
 - 2. Plant street trees.

The cost of compliance with the standards identified in subsections 16.12.011.B.1 and 16.12.011.B.2 is calculated based on the square footage valuation from the state of Oregon Building Codes Division and limited to ten percent of the total construction costs. The value of the alterations and improvements is based on the total construction costs for a complete project rather than costs of various project component parts subject to individual building permits. The entire proposed construction project cost includes engineering and consulting fees and construction costs. It does not include permit fees, recording fees, or any work associated with drafting or recording dedications or easements.

- C. Exemptions. The following are exempt from review by this chapter unless public improvements, driveways, PUEs, or other items regulated by this chapter are proposed:
 - 1. Minor site plan and design review applications.
 - 2. Work within the right-of-way.
 - 3. Lot line adjustments and abandonments.
 - 4. Public capital improvement projects.
 - 5. Accessory dwelling units
 - 6. Any improvement where the total building square footage does not increase.
 - 7. Any improvement where the total cost of alteration is less than \$150,000, as adjusted pursuant to Department of Consumer and Business Services rulemaking or other publication reflecting changes in the Consumer Price Index (CPI).

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019; Ord. No. 21-1007, § 1(Exh. A), 4-21-2021; Ord. No. 22-1001, 1(Exh. A), 6-1-2022)

LEGISLATIVE STAFF REPORT AND RECOMMENDATION

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

HEARING DATE: **January 12, 2026** - Planning Commission
7:00 pm, Commission Chambers, Robert Libke Public Safety Building
1234 Linn Ave, Oregon City, OR 97045

FILE NUMBERS: **LEG-25-03 / GLUA-25-054**

APPLICATION TYPE: Legislative (OCMC 17.50.170)

APPLICANT: Josh Wheeler, Oregon City Public Works Assistant City Engineer
City of Oregon City - Planning Division,
PO Box 3040, Oregon City, OR 97045

REVIEWER: Pete Walter, Planning Manager

REQUEST: Implement House Bill (HB) 2658 (2025) relating to frontage improvements by amending Oregon City Municipal Code section 16.12.011 – Applicability, through the legislative review process.

PROJECT WEBPAGE: <https://www.orcity.org/3494/GLUA-25-054-LEG-25-03-Code-Amendments>

LOCATION(S): City Wide

I. BACKGROUND:

This legislative proposal will amend OCMC 16.12.011.B and OCMC 16.12.011.C.

Chapter 16.12 of the municipal code contains development requirements for public improvements for new development, including streets, sidewalks, sanitary sewer, stormwater, and water requirements. This chapter applies when new development is proposed and implements the city's various master plans for infrastructure. The City's adopted public infrastructure plans with their most recent adoption year indicated in parentheses below include:

- Transportation System Plan (2013)
- Sanitary Sewer Master Plan (2014)
- Water Master Plan (2021)
- Stormwater Master Plan (2019)
- Trails Master plan (2004)
- Parks Master Plan (2025)

- Additional ancillary plans related to public improvements are part of the Comprehensive Plan.¹

The term “frontage Improvements” refers to the construction of new or upgraded sidewalks, curbs, gutter, road pavement, street trees, planting areas, utilities, etc. along the public street frontage of new residential and commercial development. "Frontage" means that portion of a parcel of property which abuts a dedicated public street or highway or an approved private way.

HB2658² was passed by the 83rd Oregon Legislative Assembly on June 24, 2025 and was made part of ORS 455.410 to 455.740. HB2658 requires cities to exempt development from frontage improvements when the cost of the development is less than \$150,000 and where the total building square footage does not increase.

Existing Oregon City Municipal Code currently does not require frontage improvements for projects where the total building square footage does not increase; however, to implement HB2658, the exemption is being added to be explicitly stated.

Additionally, as a clarification to code, the existing exemption for Accessory Dwelling Units (ADUs) is being moved from OCMC 16.12.011.B to OCMC 16.12.011.C.

PROCESS

Adoption of the code amendments is a legislative action that requires review and recommendation from the Planning Commission prior to adoption by the City Commission following public hearings.

Public Involvement, Notice and Comment

Staff attended the Citizen Involvement Committee (CIC) on December 1, 2025. CIC members had no comments about the proposed code change.

This is a legislative action that requires public notice pursuant to OCMC 17.50.090.C. - *Notice of Public Hearing on a Legislative Proposal*. The Community Development Director is also required to provide the required Post Acknowledgement Plan Amendment (PAPA) notice to the Oregon Department of Land Conservation and Development 35 days prior to the first evidentiary hearing on the proposal.

Notice of the public hearing is also required to be provided to the Citizen Involvement Committee, Neighborhood Associations, and affected service districts, agencies and parties. This was done by email on December 23rd, 2025, at least 20 days prior to the hearing.

II. DECISION-MAKING CRITERIA

The remainder of this staff report provides additional findings to demonstrate that the proposed annexation code amendments are consistent with applicable approval criteria.

¹ <https://www.orcity.org/DocumentCenter/View/3895/Adopted-Appendix---Ancillary-Plans-PDF>.

² <https://olis.oregonlegislature.gov/liz/2025R1/Downloads/MeasureDocument/HB2658/Enrolled>

Chapter 17.68 - Zoning Changes and Comprehensive Plan Amendments

17.68.010 - Initiation of the amendment.

A text amendment to the comprehensive plan, or an amendment to the zoning code or map or the Comprehensive Plan map, may be initiated by:

- A. A resolution request by the City Commission;*
- B. An official proposal by the Planning Commission;*
- C. An application to the Planning Division; or.*
- D. A Legislative request by the Planning Division.*

All requests for amendment or change in this title shall be referred to the Planning Commission.

Finding: This amendment to the code was initiated by an application to the Planning Division.

17.68.015 –Procedures.

Applications shall be reviewed pursuant to the procedures set forth in Chapter 17.50.

17.50.170 - Legislative hearing process.

A. Purpose. Legislative actions involve the adoption or amendment of the city's land use regulations, comprehensive plan, maps, inventories and other policy documents that affect the entire city or large portions of it. Legislative actions which affect land use shall begin with a public hearing before the planning commission.

B. Planning Commission Review.

1. Hearing Required. The planning commission shall hold at least one public hearing before recommending action on a legislative proposal. Any interested person may appear and provide written or oral testimony on the proposal at or prior to the hearing. The community development director shall notify the Oregon Department of Land Conservation and Development (DLCD) as required by the post-acknowledgment procedures of ORS 197.610 to 197.625, as applicable.

C. City Commission Review.

1. City Commission Action. Upon a recommendation from the planning commission on a legislative action, the city commission shall hold at least one public hearing on the proposal. Any interested person may provide written or oral testimony on the proposal at or prior to the hearing. At the conclusion of the hearing, the city commission may adopt, modify or reject the legislative proposal, or it may remand the matter to the planning commission for further consideration. If the decision is to adopt at least some form of the proposal, and thereby amend the city's land use regulations, comprehensive plan, official zoning maps or some component of any of these documents, the city commission decision shall be enacted as an ordinance.

2. Notice of Final Decision. Not later than five days following the city commission final decision, the community development director shall mail notice of the decision to DLCD in accordance with ORS 197.615(2).

Finding: This legislative action followed the procedures found in OCMC 17.50.170 including meetings with the Citizen Involvement Committee, Planning Commission, and City Commission where applicable.

17.68.020 - Criteria.

The criteria for comprehensive plan amendment or text or map amendment in the zoning code are set forth as follows:

A. The proposal shall be consistent with the applicable goals and policies of the comprehensive plan;

Finding: This legislative action is consistent with the applicable goals and policies of the comprehensive plan as detailed in the responses below. Therefore, the proposed amendments are consistent with Criterion (A).

Conformity of the proposal with the city's comprehensive plan;

Chapter 1: Healthy and Welcoming Communities

GOAL 1 Implement and maintain a community engagement program that provides broad and inclusive opportunities for all Oregon City community members to learn about and understand city government processes, including land use planning, and participate meaningfully in decisions that impact their communities.

Finding: the proposed amendments in this legislative proposal continue to meet the applicable OC2040 Goals for Health and Welcoming Communities. This legislative action followed the procedures found in OCMC 17.50.170 including meetings with the Citizen Involvement Committee, Planning Commission, and City Commission where applicable.

Chapter 2: Diverse Economy

GOAL 1 Provide opportunities for a variety of goods, services, and employment options to work toward a dynamic, ecologically sound, and socially equitable economy.

GOAL 2 Provide housing options, including both rental and ownership opportunities, that are attainable for the full range of Oregon City households.

GOAL 4 Encourage and support new development that incorporates supportive community features and sustainability principles in site design and building construction.

Finding: the proposed amendments in this legislative proposal continue to meet the applicable OC2040 Goals for a Diverse Economy, in particular Goal 2, which is to provide housing options that are attainable for the full range of Oregon City households. HB2658 requires cities to exempt development from frontage improvements when the cost of the development is less than \$150,000 and where the total building square footage does not increase. This means that smaller projects such as home remodels, commercial projects, upgrades for plumbing, electrical, or mechanical (HVAC) projects etc. will be cheaper to implement for homeowners, property owners and businesses as they will not trigger frontage improvements.

Chapter 3: Connected Infrastructure

- GOAL 1** Provide a safe, comfortable, and accessible transportation network that serves all modes of travel, including non- motorized modes.
- GOAL 2** Ensure public utilities and infrastructure are maintained and improved to adequately serve all existing areas of Oregon City and can be extended to serve newly developing areas in a logical and fiscally responsible manner.
- GOAL 3** Serve the health, safety, and welfare of all Oregon City residents through provision of comprehensive public facilities and services.
- GOAL 4** Promote and support energy conservation, sustainability, and resiliency through best practices in infrastructure planning, operations, and management.

Finding: The proposed amendments in this legislative proposal continue to meet the applicable OC2040 goals for Connected Infrastructure. Code requirements and standards for connections to sewer, water and stormwater requirements will still apply. HB2658 requires cities to exempt development from frontage improvements when the cost of the development is less than \$150,000 and where the total building square footage does not increase. This means that smaller projects such as a home remodels, commercial tenant improvements, or plumbing project etc. will be easier to implement for property owners and businesses as they will not trigger frontage improvements but will still comply with applicable building code, life and safety standards and zoning requirements.

Chapter 4: Protected Environment

- GOAL 1** Provide and maintain a comprehensive system of parks, trails, natural resource areas, and recreation amenities that is accessible to residents of all ages and abilities, enhances the environmental and aesthetic quality of the community, and encourages healthy living.
- GOAL 2** Conserve, protect, and enhance the function, health, and diversity of the City's natural resources and ecosystems.
- GOAL 4** Ensure the environmental and economic health of the Willamette River Greenway (WRG) as a key feature of Oregon City and the broader region.

Finding: the proposed amendments in this legislative proposal continue to meet the applicable OC2040 goals for a Protected Environment. Code requirements and standards for connections to sewer, water and stormwater requirements will still apply. The proposal makes no changes to the requirements of the City's overlay districts which protect natural resources such as the Natural Resources Overlay District (OCMC 17.49), Geologic Hazards Overlay District (OCMC 17.44), Willamette River Greenway (OCMC 17.48) and Flood Management Overlay District (OCMC 17.48). Construction site runoff standards will continue to apply (OCMC 17.47) HB 2658 requires cities to exempt development from frontage improvements when the cost of the development is less than \$150,000 and where the total building square footage does not increase. This means that smaller projects such as a home **remodel**, commercial tenant **improvement**, or plumbing project etc. will be easier to implement for property owners and businesses as they will not trigger frontage

improvements. The exemption from frontage improvements will include not having to plant street trees.

Statewide Planning Goals

Finding: The code amendments proposed are the results of state mandated housing rules. No changes to the Comprehensive Plan, zoning districts, or land use designations for lands within the Urban Growth Boundary are proposed currently. The City's Comprehensive Plan and its ancillary documents are already acknowledged by the Oregon Department of Land Use and Conservation (DLCD). No further analysis for consistency with Statewide Planning Goals is required.

Chapter 17.50 Administration and Procedures

17.50.050 – Pre-application conference.

- A. *Pre-application Conference. Prior to a Type II – IV or Legislative application, excluding Historic Review, being deemed complete, the applicant shall schedule and attend a pre-application conference with City staff to discuss the proposal, unless waived by the Community Development Director. The purpose of the pre-application conference is to provide an opportunity for staff to provide the applicant with information on the likely impacts, limitations, requirements, approval standards, fees and other information that may affect the proposal.*
- 1. To schedule a pre-application conference, the applicant shall contact the Planning Division, submit the required materials, and pay the appropriate conference fee.*
 - 2. At a minimum, an applicant should submit a short narrative describing the proposal and a proposed site plan, drawn to a scale acceptable to the City, which identifies the proposed land uses, traffic circulation, and public rights-of-way and all other required plans.*
 - 3. The Planning Division shall provide the applicant(s) with the identity and contact persons for all affected neighborhood associations as well as a written summary of the pre-application conference.*
- B. *A pre-application conference shall be valid for a period of six months from the date it is held. If no application is filed within six months of the conference or meeting, the applicant shall schedule and attend another conference before the City will accept a permit application. The Community Development Director may waive the pre-application requirement if, in the Director's opinion, the development has not changed significantly and the applicable municipal code or standards have not been significantly amended. In no case shall a pre-application conference be valid for more than one year.*
- C. *Notwithstanding any representations by City staff at a pre-application conference, staff is not authorized to waive any requirements of this code, and any omission or failure by staff to recite to an applicant all relevant applicable land use requirements shall not constitute a waiver by the City of any standard or requirement.*

Finding: Staff held the required pre-application conference meeting (File PA-25-00049), on November 12, 2025. The pre-application conference notes are attached to the application.

17.50.055 - Neighborhood association meeting.

Neighborhood Association Meeting. The purpose of the meeting with the recognized neighborhood association is to inform the affected neighborhood association about the proposed development and to receive the preliminary responses and suggestions from the neighborhood association and the member residents.

- A. Applicants applying for annexations, zone change, comprehensive plan amendments, conditional use, Planning Commission variances, subdivision, or site plan and design review (excluding minor site plan and design review), general development master plans or detailed development plans applications shall schedule and attend a meeting with the City-recognized neighborhood association in whose territory the application is proposed no earlier than one year prior to the date of application. Although not required for other projects than those identified above, a meeting with the neighborhood association is highly recommended.*
- B. The applicant shall request via email or regular mail a request to meet with the neighborhood association chair where the proposed development is located. The notice shall describe the proposed project. A copy of this notice shall also be provided to the chair of the Citizen Involvement Committee.*
- C. A meeting shall be scheduled within thirty days of the date that the notice is sent. A meeting may be scheduled later than thirty days if by mutual agreement of the applicant and the neighborhood association. If the neighborhood association does not want to, or cannot meet within thirty days, the applicant shall host a meeting inviting the neighborhood association, Citizen Involvement Committee, and all property owners within three hundred feet to attend. This meeting shall not begin before six p.m. on a weekday or may be held on a weekend and shall occur within the neighborhood association boundaries or at a City facility.*
- D. If the neighborhood association is not currently recognized by the City, is inactive, or does not exist, the applicant shall request a meeting with the Citizen Involvement Committee.*
- E. To show compliance with this section, the applicant shall submit a copy of the email or mail notice to the neighborhood association and CIC chair, a sign-in sheet of meeting attendees, and a summary of issues discussed at the meeting. If the applicant held a separately noticed meeting, the applicant shall submit a copy of the meeting flyer, postcard or other correspondence used, and a summary of issues discussed at the meeting and submittal of these materials shall be required for a complete application.*

Finding: As this is a legislative proposal that affects the code city-wide and is not site specific development, no meeting with a specific neighborhood association is required. Staff presented the amendments to the Citizen Involvement Committee on December 1, 2025. A copy of the proposed code revisions was presented.

17.50.070 - Completeness review and one hundred twenty-day rule.

- C. Once the Community Development Director determines the application is complete enough to process, or the applicant refuses to submit any more information, the City shall declare the application complete. Pursuant to ORS 227.178, the City will reach a final decision on an application within one hundred twenty calendar days from the date that the application is determined to be or deemed complete unless the applicant agrees to suspend the one hundred twenty calendar day time line or unless State law provides otherwise. The one hundred twenty-day period, however, does not apply in the following situations:*

1. *Any hearing continuance or other process delay requested by the applicant shall be deemed an extension or waiver, as appropriate, of the one hundred twenty-day period.*
 2. *Any delay in the decision-making process necessitated because the applicant provided an incomplete set of mailing labels for the record property owners within three hundred feet of the subject property shall extend the one hundred twenty-day period for the amount of time required to correct the notice defect.*
 3. *The one hundred twenty-day period does not apply to any application for a permit that is not wholly within the City's authority and control.*
 4. *The one hundred twenty-day period does not apply to any application for an amendment to the City's comprehensive plan or land use regulations nor to any application for a permit, the approval of which depends upon a plan amendment.*
- D. A one-hundred day period applies in place of the one-hundred-twenty day period for affordable housing projects where:*
1. *The project includes five or more residential units, including assisted living facilities or group homes;*
 2. *At least 50% of the residential units will be sold or rented to households with incomes equal to or less than 60% of the median family income for Clackamas County or for the state, whichever is greater; and*
 3. *Development is subject to a covenant restricting the owner and successive owner from selling or renting any of the affordable units as housing that is not affordable for a period of 60 years from the date of the certificate of occupancy.*
- E. The one hundred twenty-day period specified in OCMC 17.50.070.C or D may be extended for a specified period of time at the written request of the applicant. The total of all extensions may not exceed two hundred forty-five calendar days.*
- F. The approval standards that control the City's review and decision on a complete application are those which were in effect on the date the application was first submitted.*

Finding: not applicable. Legislative actions are not subject to the 120-day deadline.

III. RECOMMENDATION

Based on the findings in this report, staff recommends approval of Planning files LEG-25-03 / GLUA-25-054. If the Planning Commission recommends approval to the City Commission, staff will prepare an Ordinance for consideration by the City Commission to adopt the proposed plan.

Enrolled
House Bill 2658

Sponsored by Representative EVANS; Representative ANDERSEN, Senator SMITH DB (Presession filed.)

CHAPTER

AN ACT

Relating to conditions of development.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Section 2 of this 2025 Act is added to and made a part of ORS 455.410 to 455.740.

SECTION 2. (1) As used in this section:

(a) “Alteration” means any construction or renovation to an existing structure other than a repair or addition to the existing structure.

(b) “Construction permit” means a building permit or a permit for electrical work, mechanical work or plumbing work in a building.

(c)(A) “Frontage improvement” means repairs to or construction or renovation of roadway surfaces, curbs, gutters, sidewalks and similar or related infrastructure that is:

(i) Privately constructed;

(ii) Located within a public right of way; and

(iii) Adjacent to property for which a municipality has issued a construction permit.

(B) “Frontage improvement” does not include repairing damage that a holder of a construction permit caused.

(2)(a) Except as provided in paragraph (b) of this subsection, a municipality with a population of 15,000 or more may not require in, or as a condition of obtaining, a construction permit to renovate or otherwise alter an existing building that the holder of the construction permit install a frontage improvement, or have a frontage improvement installed, if:

(A) The alteration does not result in an increase to the building’s square footage or footprint;

(B) The cost of the alteration does not exceed the amount the Director of the Department of Consumer and Business Services specifies under subsection (3) of this section; and

(C) Existing or proposed uses for the building do not result in a change to the occupancy classification group that applied to the building at the time the municipality received an application for the construction permit.

(b) The prohibition described in paragraph (a) of this subsection does not apply:

(A) To any of the following conditions a municipality may impose upon a construction permit:

(i) A dedication of right-of-way;

(ii) An assessment or required payment of a system development charge;

(iii) A waiver of remonstrance to the formation of a local improvement district; or

(iv) An assessment or collection of fees for a local improvement district or charges in lieu of a local improvement district assessment; or

(B) If the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., as in effect on the effective date of this 2025 Act, requires the municipality to include the installation of a frontage improvement as a condition in, or as a condition of obtaining, a construction permit.

(3) The director shall set the initial cost that an alteration may not exceed under subsection (2)(a)(B) of this section at \$150,000 and each year shall adjust the cost to reflect changes in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor.

(4) If a municipality or the Department of Transportation requires a person to install a frontage improvement along a state highway as a condition in, or a condition of obtaining, a construction permit or obtaining final action on a permit or zone change under ORS 215.427 or 227.175, the municipality and the department shall coordinate with the person to determine if design, engineering or construction plans already exist for the required frontage improvement.

SECTION 3. Section 2 of this 2025 Act is amended to read:

Sec. 2. (1) As used in this section:

(a) "Alteration" means any construction or renovation to an existing structure other than a repair or addition to the existing structure.

(b) "Construction permit" means a building permit or a permit for electrical work, mechanical work or plumbing work in a building.

(c)(A) "Frontage improvement" means repairs to or construction or renovation of roadway surfaces, curbs, gutters, sidewalks and similar or related infrastructure that is:

(i) Privately constructed;

(ii) Located within a public right of way; and

(iii) Adjacent to property for which a municipality has issued a construction permit.

(B) "Frontage improvement" does not include repairing damage that a holder of a construction permit caused.

(2)(a) Except as provided in paragraph (b) of this subsection, a municipality [*with a population of 15,000 or more*] may not require in, or as a condition of obtaining, a construction permit to renovate or otherwise alter an existing building that the holder of the construction permit install a frontage improvement, or have a frontage improvement installed, if:

(A) The alteration does not result in an increase to the building's square footage or footprint;

(B) The cost of the alteration does not exceed the amount the Director of the Department of Consumer and Business Services specifies under subsection (3) of this section; and

(C) Existing or proposed uses for the building do not result in a change to the occupancy classification group that applied to the building at the time the municipality received an application for the construction permit.

(b) The prohibition described in paragraph (a) of this subsection does not apply:

(A) To any of the following conditions a municipality may impose upon a construction permit:

(i) A dedication of right-of-way;

(ii) An assessment or required payment of a system development charge;

(iii) A waiver of remonstrance to the formation of a local improvement district; or

(iv) An assessment or collection of fees for a local improvement district or charges in lieu of a local improvement district assessment; or

(B) If the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., as in effect on the effective date of this 2025 Act, requires the municipality to include the installation of a frontage improvement as a condition in, or as a condition of obtaining, a construction permit.

(3) The director shall set the initial cost that an alteration may not exceed under subsection (2)(a)(B) of this section at \$150,000 and each year shall adjust the cost to reflect changes in the

Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor.

(4) If a municipality or the Department of Transportation requires a person to install a frontage improvement along a state highway as a condition in, or a condition of obtaining, a construction permit or obtaining final action on a permit or zone change under ORS 215.427 or 227.175, the municipality and the department shall coordinate with the person to determine if design, engineering or construction plans already exist for the required frontage improvement.

SECTION 4. The amendments to section 2 of this 2025 Act by section 3 of this 2025 Act become operative on January 1, 2031.

Passed by House April 15, 2025

Received by Governor:

Repassed by House June 24, 2025

.....M.,....., 2025

Approved:

.....
Timothy G. Sekerak, Chief Clerk of House

.....M.,....., 2025

.....
Julie Fahey, Speaker of House

.....
Tina Kotek, Governor

Passed by Senate June 23, 2025

Filed in Office of Secretary of State:

.....M.,....., 2025

.....
Rob Wagner, President of Senate

.....
Tobias Read, Secretary of State



CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	February 18, 2026
From:	Dayna Webb, Public Works Director		

SUBJECT:

Item 9.a. - Downtown Quiet Zone Project Update

STAFF RECOMMENDATION:

Staff will provide an update on the Downtown Quiet Zone Project.

EXECUTIVE SUMMARY:

Oregon City was awarded the United States Department of Transportation (USDOT) Earmark 2022 for safety improvements. These federal funds will provide safety improvements and establish a quiet zone at the 10th Street/Singer Hill & 11th Street railroad crossings. The City has been working with the Oregon Department of Transportation to keep this project moving through the process of delivering a federally funded project.

BACKGROUND:

City staff have been working for several years to establish a railroad quiet zone in downtown Oregon City. Through this effort, two public at grade crossings, 10th Street/Singer Hill and 11th Street, were identified as potential quiet zone locations.

A quiet zone is a designated area where routine train horn sounding at public crossings is eliminated, except in emergency situations. Crossings within a quiet zone must still include standard safety features such as flashing signals, gates, and audible bells. Under the Federal Railroad Administration Train Horn Rule, locomotive engineers are otherwise required to sound the horn 15 to 20 seconds in advance of all public grade crossings using a standardized pattern. The rule allows local governments to establish quiet zones to reduce horn noise, provided they implement measures to address the associated safety risks.

Project Scope

The project includes design and construction of a quiet zone, improving safety at railroad crossings for all modes of travel. It will also support downtown economic development, enhance quality of life through reduced noise impacts, and improve access to the Oregon City Transit Center.

Because the City is not certified to deliver federally funded transportation projects, an intergovernmental agreement was executed authorizing the Oregon Department of Transportation to deliver the project. Federal participation is capped at \$2,000,000, with

the City responsible for all remaining and non-participating costs.

In 2022, the City Commission allocated \$600,000 in American Resue Plan (ARPA) funding for the required local match. This funding is included in the City's 2025-2027 Adopted Biennial Budget.

Project Schedule

The project is currently advancing through final design and right-of-way acquisition. Railroad coordination continues as we work through the final design. Final plans are anticipated in June 2026, with the project scheduled to go out to bid in October 2026. Construction is anticipated to begin in early 2027.

The schedule assumes timely completion of right-of-way acquisition, railroad coordination, and resolution of the identified funding gap. Delays in funding authorization or railroad approvals could affect the anticipated bid and construction timeline.

Project Budget

The attached Project Costs summary compares the current total project cost with the estimate provided to you at the 2023 update. Since that time, the project estimate has increased as design has advanced and requirements have been further defined. The updated cost reflects refinements during design, updated railroad coordination and flagging requirements, federal compliance obligations as there is federal funding, and current construction market conditions.

As the project has progressed, additional detail regarding railroad signal modifications, safety improvements, and construction constraints has resulted in a more comprehensive and accurate cost estimate. In addition, railroad related work and state delivery requirements have contributed to higher anticipated construction and administrative costs.

The project currently has a funding gap of \$1,690,000. Resources to address this funding gap will need to be identified to maintain the anticipated project schedule.

OPTIONS:

1. Approve Downtown Quiet Zone Project Update.
2. Approve Downtown Quiet Zone Project Update with Amendments.
3. Deny Downtown Quiet Zone Project Update and provide further direction.

BUDGET IMPACT:

Amount	\$1,650,000.00
Fiscal Year(s):	2026-27 & 2027-28
Funding Source(s):	Undetermined

Downtown Oregon City Quiet Zone Project Costs

February 11, 2026

Item Description	2019 Estimate	Index Multiplier	2023 Adjusted Estimate	2026 Updated Estimate
10th Street Total Construction Cost	\$924,050	141%	\$1,302,911	\$0
10th Street Additional Costs	\$161,000	132%	\$212,520	\$0
Total Construction Costs			\$1,515,431	\$0
10th Street 30% Contingency			\$454,629	\$0
10th Street Total Construction Costs + Contingency			\$1,970,060	\$0
11th Street Total Construction Cost	\$379,950	141%	\$535,730	\$0
11th Street Additional Costs	\$66,600	132%	\$87,912	\$0
Total Construction Costs			\$623,642	\$0
11th Street 30% Contingency			\$187,092	\$0
11th Street Total Construction Costs + Contingency			\$810,734	\$0
Consultant Services (Design to Bidding)				\$1,330,544
Consultant Services (Construction)				\$644,114
Construction Contract (Non-Rail)				\$816,989
Right-of-Way Acquisition			\$200,000	\$109,000
ODOT Federally Funded Project Delivery Cost			\$150,000	\$150,000
Additional year of 4% cost inflation			\$111,232	
Union Pacific Railroad Construction Expenses				\$1,235,000
Total Project Completion Cost	\$1,531,600		\$3,242,025	\$4,285,648
Federal Funding			\$2,000,000	\$2,000,000
City (ARPA) Funding Commitment			\$600,000	\$600,000
Project Funding Gap			\$650,000	\$1,690,000