



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING AGENDA

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, April 15, 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

- Oath of Office for New Oregon City Police Officers
- Oregon City "If I Were Mayor..." Contest Winners
- Sexual Assault Awareness Month Proclamation
- National Library Week Proclamation

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

- Public Meeting Law Update
- 2026 Short Session Wrap Up

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

- OLCC: Liquor License Application–Retail On-Premises Sales & Consumption; Golden Taste Restaurant, 904 Molalla Ave., Oregon City
- Intergovernmental Agreement between Clackamas County for Opportunity to Recycle, Plastic Pollution and Recycling Modernization Act Cooperation
- Amendment No. 3 to the Personal Services Agreement with Water System Consulting, Inc. for the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014)
- Purchase of Public Works Water Division Replacement Equipment: 2026 Vermeer VX-50-500 Vacuum Excavator Trailer #377
- Public Improvement Contract with Five Star Electric, Inc. for the Sanitary Pump Station Generator Replacements (CI 24-007)
- Minutes of the March 11, 2025 City Commission Work Session
- Minutes of the July 02, 2025 City Commission Regular Meeting
- Minutes of the July 16, 2025 City Commission Regular Meeting

- i. Minutes of the August 06, 2025 City Commission Regular Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- a. Intergovernmental Agreement for Riverwalk Project
- b. Resolution No. 26-05, a Resolution Adopting Updated City of Oregon City Public Works Water Distribution System Design Standards
- c. City Seal Approval

10. COMMUNICATIONS

City Manager

- a. Quarterly Goal Update
- b. Exclusion Zone Update

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

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

PUBLIC COMMENT GUIDELINES

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

ADA NOTICE

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

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

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

OATH OF OFFICE

Sworn Police Officer
Oregon City Police Department

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

GIVEN THIS 15TH DAY OF APRIL 2026

Denyse C. McGriff, Mayor

SUBSCRIBED AND SWORN to before me this 15th day of April 2026.

OATH OF OFFICE

Sworn Police Officer
Oregon City Police Department

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

GIVEN THIS 15TH DAY OF APRIL 2026

Denyse C. McGriff, Mayor

SUBSCRIBED AND SWORN to before me this 15th day of April 2026.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** April 15, 2026
From: Hannah Schmidt, Community Engagement Specialist

SUBJECT:

Item 3.b. - Oregon City "If I Were Mayor..." Contest Winners

STAFF RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

The winners of the local "If I Were Mayor..." Contest were selected by Mayor McGriff and the Youth Advisory Commission on March 15, 2026 with help from a panel of six Oregon City Staff judges. The winners of each category are listed below along with their allocated prize funds:

POSTER CONTEST

1. Aleah C. Gil-Rosales, 5th grade, Candy Lane Elementary School - \$75
2. Olivia Cain, 5th grade, Candy Lane Elementary School - \$50
3. Lily Chase, 4th grade, Holcomb Elementary School - \$25

ESSAY CONTEST

1. Miriam Wolf, 6th grade, Gardiner Middle School - \$75

MULTIMEDIA CONTEST

1. Zirui Zhu, 10th grade, Oregon City High School - \$100

To view the winning submissions for the 2026 Oregon City "If I Were Mayor..." Contest, please visit <https://www.orcity.org/3524/2026-if-I-Were-Mayor-Contest-Winners>

BACKGROUND:

In collaboration with the Oregon Mayors Association, the City of Oregon City invited local youth to participate in the annual "If I Were Mayor..." Contest. The local contest ran for four months, from December 2025 through March 15, 2026, and was open to students enrolled in 4th–12th grade during the 2025–26 academic year.

**CITY OF OREGON CITY
COUNTY OF CLACKAMAS
STATE OF OREGON**

CERTIFICATE OF ACHIEVEMENT

The following award is given to

Aleah C. Gil-Rosales

On behalf of the Oregon City Youth Advisory Commission, The City of Oregon City proudly presents this Certificate of Achievement to Aleah C. Gil-Rosales. This certificate recognizes Aleah C. Gil-Rosales as the 1st place poster entry winner in the local Oregon City "If I Were Mayor..." Contest.

DENYSE MCGRUFF, OREGON CITY MAYOR

YOUTH ADVISORY COMMISSION CHAIR

**CITY OF OREGON CITY
COUNTY OF CLACKAMAS
STATE OF OREGON**

CERTIFICATE OF ACHIEVEMENT

The following award is given to

Lily Chase

On behalf of the Oregon City Youth Advisory Commission, The City of Oregon City proudly presents this Certificate of Achievement to Lily Chase. This certificate recognizes Lily Chase as the 3rd place poster entry winner in the local Oregon City "If I Were Mayor..." Contest.

DENYSE MCGRUFF, OREGON CITY MAYOR

YOUTH ADVISORY COMMISSION CHAIR

**CITY OF OREGON CITY
COUNTY OF CLACKAMAS
STATE OF OREGON**

CERTIFICATE OF ACHIEVEMENT

The following award is given to

Miriam Wolf

On behalf of the Oregon City Youth Advisory Commission, The City of Oregon City proudly presents this Certificate of Achievement to Miriam Wolf. This certificate recognizes Miriam Wolf as the 1st place essay entry winner in the local Oregon City "If I Were Mayor..." Contest.

DENYSE MCGRIFF, OREGON CITY MAYOR

YOUTH ADVISORY COMMISSION CHAIR

**CITY OF OREGON CITY
COUNTY OF CLACKAMAS
STATE OF OREGON**

CERTIFICATE OF ACHIEVEMENT

The following award is given to

Olivia Cain

On behalf of the Oregon City Youth Advisory Commission, The City of Oregon City proudly presents this Certificate of Achievement to Olivia Cain. This certificate recognizes Olivia Cain as the 2nd place poster entry winner in the local Oregon City "If I Were Mayor..." Contest.

DENYSE MCGRUFF, OREGON CITY MAYOR

YOUTH ADVISORY COMMISSION CHAIR

**CITY OF OREGON CITY
COUNTY OF CLACKAMAS
STATE OF OREGON**

CERTIFICATE OF ACHIEVEMENT

The following award is given to

Zirui Zhu

On behalf of the Oregon City Youth Advisory Commission, The City of Oregon City proudly presents this Certificate of Achievement to Zirui Zhu. This certificate recognizes Zirui Zhu as the 1st place multimedia entry winner in the local Oregon City "If I Were Mayor..." Contest.

DENYSE MCGRIFF, OREGON CITY MAYOR

YOUTH ADVISORY COMMISSION CHAIR

PROCLAMATION

SEXUAL ASSAULT AWARENESS MONTH

Whereas, April marks Sexual Assault Awareness Month (SAAM), a time to honor 25 years of progress and recommit to creating safer communities for all. This year’s theme, “25 Years Strong: Looking Back, Moving Forward,” celebrates the resilience of survivors and the communities that have worked for change; and

Whereas, For 25 years, SAAM has supported survivors, raised awareness, and inspired action to prevent sexual assault, abuse, and harassment. As we reflect on how far we have come, we also recognize the work that lies ahead; and

Whereas, Prevention starts with all of us. It is in how we support one another, practice consent, and create spaces rooted in care and respect. When we act with intention, we move closer to a future free from violence; and

Whereas, We honor the survivors who have shared their stories and the advocates who have led the way. Their courage reminds us that prevention is possible and that each of us has a role to play; and

Whereas, Statistics show, most women and men across all sexual identities who experience contact sexual violence report that the person who harmed them was someone they knew; and

Whereas, One in five women in the United States experience completed or attempted rape during their lifetime, with approximately half (51.1%) of female victims reporting an intimate partner as the perpetrator and 40.8% reporting an acquaintance; and

Whereas, One in three female victims and one in four male victims of completed or attempted rape experience it for the first time between the ages of 11 and 17; and

Whereas, As we look to the next 25 years, we renew our commitment to building a future free from sexual violence. Together, we can continue to strengthen prevention, support healing, and create communities where everyone feels safe and valued;

Now, Therefore, I, Mayor Denyse C. McGriff, hereby proclaim:

April 2026

as

Sexual Assault Awareness Month

And, Encourage all residents to support survivors, learn more about prevention, and work together to build a community rooted in respect, dignity, and safety for all.

In Witness Whereof, I have hereunto set my hand this 15th day of April 2026.

Denyse C. McGriff, Mayor

PROCLAMATION

Whereas, libraries spark creativity, fuel imagination, connect people with knowledge, and inspire lifelong learning; and

Whereas, libraries serve as vibrant community hubs, fostering civic engagement, critical thinking, and cultural enrichment; and

Whereas, libraries provide free and equitable access to books, technology, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive; and

Whereas, libraries partner with schools, businesses, and other organizations to maximize resources, increase efficiency, and strengthen the entire community; and

Whereas, libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources and training that support career growth and economic success; and

Whereas, libraries nurture young minds through storytimes, programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime; and

Whereas, libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression; and

Whereas, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all; and

Whereas, libraries, librarians, and library workers across the country are joining together to celebrate National Library Week under the theme “Find Your Joy”.

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

April 19 - 25, 2026

as

National Library Week in Oregon City

And, encourage all Oregon City residents to visit their library, explore its resources, and celebrate all the ways that the library helps our community find joy.

In Witness Whereof, I have hereunto set my hand this 15th day of April 2026.

DENYSE C. MCGRIFF, MAYOR



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** April 15, 2026
From: Jakob Wiley, City Recorder
Carrie Richter, City Attorney

SUBJECT:

Item 5.c. - Public Meeting Law Update

STAFF RECOMMENDATION:

Information Only.

EXECUTIVE SUMMARY:

The Oregon State Legislature recently passed HB 4177, HB 4161, and HB 4159, which made changes to the Public Meeting Law and changed some ethical rules for public officials.

BACKGROUND:

During the 2026 session, the Oregon Legislature made a number of changes to the Oregon Public Meeting laws and the obligations of public officials as required by the government ethics rules. These changes came in response to concerns over recent interpretations by the Oregon Government Ethics Commission (OGEC) relating to communications between public body members, grievances and the penalties for violations, and the gifting limits. These changes will apply to all public officials including volunteers appointed to serve on City-sponsored board or committee, elected officials and city staff.

HB 4177 (2026):

This bill contains several changes to the Public Meeting Law and its enforcement by the Oregon Government Ethics Commission (“OGEC”). This bill has been controversial; a great deal of opposition has come from the media arguing that these amendments will allow decision-making, under the guise of fact-gathering, without public notice or a record. It is unclear whether the Governor will sign it. Assuming that HB 4177 is signed, it will take effect on June 5, 2026.

1. Public Meetings and “Deliberation”

This bill redefines the meaning of “deliberation” under the Public Meeting Law. Previously, “deliberation” was defined as “discussion or communication that is part of a decision-making process.” ORS 192.610(3). The term is now defined as “discussion or communication in which the members of a governing body examine, weigh or reflect upon the reasons for or against a decision that is subject to the jurisdiction of the governing body.” Whether to make a decision, its scope and justification would constitute

“deliberation” under this new definition.

Importantly, the bill also makes exceptions to certain kinds of communication that are not subject to the Public Meetings Law under ORS 192.690(n) (bold text has been added, bracketed text has been removed):

(A) Are related purely to procedural matters and convey no deliberation or decision on the substance of the matter in question;

(B) Contain only factual or educational information or that share the views of someone other than a member of the governing body, including but not limited to published articles or constituent letters;

(C) Are made to representatives of the news media, constituents, members of the public or other persons, unless the persons are being used as intermediaries to allow the governing body to engage in deliberations or make a decision;

(D) Are made for the purpose of gathering information related to a decision that will be deliberated upon or made by the governing body;

[(B)] (E) Except as otherwise provided in this paragraph, are not related to any matter that, at any time, could reasonably be foreseen to come before the governing body for deliberation and decision; or

[(C)] (F) Are nonsubstantive in nature, such as communication relating to scheduling, leaves of absence and other similar matters.

Before this amendment, the language of the subsection (A) exception above stated “purely factual or educational in nature and that convey no deliberation or decision on any matter that might *reasonably come before the governing body*” (emphasis added). The new language in the statute removes the ambiguity about whether a topic could “reasonably” come before a governing body and instead changes the scope to anything within the governing body’s jurisdiction. However, the subsection (E) exception appears to reinsert an authorization for discussion of items not reasonably foreseeable to come before the governing body.

Taken together, these changes allow greater administrative flexibility when coordinating and conducting a meeting. As for expanding the authority for conversations with constituents and the media, decision-makers should exercise care. It will be very difficult to discern whether a comment by an official is pursued to gather information or serves as some form of “deliberation.” By simply asking a question, a decision-maker could be seen to express a preference. To the extent that fact-finding efforts as a quorum is pursued, the safest course would be for officials to do nothing more than receive facts without offering any substantive response that could be construed as an examination or weighing of the information received. Some examples for reference are added in italics:

Subject to Public Meeting Law requirements:

- Communication between the governing body where the members “examine, weigh, or reflect” on a topic that is subject to its jurisdiction
 - *Should the City change the way that it regulates tree removal on private property? What evidence, either favorable or unfavorable, is compelling for making this decision? Subject to what terms?*
- Any communication between the governing body where any person, including the news media, is being used as an intermediary to “examine, weigh, or reflect” on a topic that is subject to its jurisdiction
 - *One member of the public body posts on social media that at its next meeting it must amend the code to prohibit tree removal on private property.*

Not subject to Public Meeting Law requirements:

- Communication between the governing body about procedural matters only
 - *A request to staff to provide a print copy of an oversized plan or map and ask if other members would also appreciate receiving copies.*
- Communications between members of the governing body that are for the purpose of gathering information
 - *A site visit to a park to gather facts as to the nature of certain encroachments.*
- Purely factual or educational communication between the governing body
 - *The sharing of a published article about the housing crises and potential solutions without offering any opinion about the substance.*
- Communication with the news media or other people, unless they are being used as an intermediary
 - *A quorum of decisionmakers attending a Chamber of Commerce meeting where people are sharing future proposals so long as the decisionmaker offers no position on these points.*
- Communication about subjects that could not reasonably be foreseen to come before the governing body
 - *Sharing of a family recipe or the health benefits of daily exercise.*
- Non-substantive communication about scheduling, absences, or similar matters
 - *Inquiries about availability or absences shared with the group.*

2. Public Body Liability

Under current law, only individual members of the governing body could be held liable for a

violation of Public Meeting Law, including violations caused by issues with the meeting notice or access. The bill revises the language allowing a “public body” to be subject to an investigation and potential liability. For example, the public body would be subject to investigation and/or fines if there was a critical error in a public meeting notice, not the governing body (and the error was not cured through the grievance process discussed in greater detail below).

3. Public Meeting Law Training Timeline

There is an existing public meeting law training requirement for governing bodies that have a total expenditures over \$1 million per year. Under current law, the public official is required to attend the training during the official’s term. The training must now be attended between 3 months prior to 12 months after to assuming office.

4. Curing Violations and Grievance Process

If a person believes there has been a Public Meeting Law violation, that person is required to file a grievance with the public body. This bill makes several changes to this process:

- The grievance must be filed within 90 days of the alleged violation. Under existing law, the deadline is 30 days.
- Under the current law, the governing body remained liable for the violation and subsequent OGEC investigation, even where it is active engaged in response. This bill provides that a public body may “cure” the violation in the following ways:
 1. Rescinding the decision,
 2. Acknowledge the grievance in a meeting held within 90 days, and identify practices and procedures to prevent violation in the future, or
 3. Describe some other action the public body or governing body will take to ensure compliance with an implementation date.
- If the response to the grievance is adequate, the OGEC would not open an investigation. If the response (1) denies a violation, (2) admits a violation, but does not adequate steps to cure the issue, or (3) fails to respond, then OGEC would proceed with an investigation.

HB 4161 (2026):

There is a general prohibition on the use of an official position to “obtain a financial gain or avoid financial detriment” not otherwise available “but for” holding the position. ORS 244.040(1). A recent formal opinion from the OGEC interpreted this prohibition to include food and beverages provided by a public body to members of its governing body, unless the benefit was recognized in the public official’s compensation package. This interpretation applied to both volunteers and employees of the public body.

This bill remedies this outcome by providing that food and beverages provided to a public official, including employees, as part of events, meetings, or required by law are exempt from the general prohibition described above.

Further the bill also exempts merchandise provided by the public body to a public official that does not exceed \$100 per calendar year, except as provided policy provided by the public body.

Although this is not terribly controversial, the Governor has yet to sign this bill into law. This bill will take effect as soon as it is signed.

HB 4159 (2026):

This bill provides that at least one member of the OGEC must have local government experience. Further, it provides that attorney-client privilege is preserved for communications providing information regarding a complaint alleging a violation of government ethics laws or public meetings laws.

Conclusion:

Most of these amendments will bring greater efficiency and sustenance to the administration of the city. Allowing a local government to cure a violation in lieu of punitive penalties and placing some of the risk for such penalties on the local government rather than individual officials are also good things. Communications of a quorum of public body officials outside of a public meeting is a much thornier issue and should be exercised with extreme caution. All indications are that the legislature intends to take this issue back up during the 2027 session so more to come.

We look forward to discussing this matter and responding to your questions during the meeting on April 15.

OPTIONS:

Information Only.

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:** April 15, 2026
From: Kelly Hart, Community Development Director

SUBJECT:

Item 5.b. - 2026 Short Session Wrap Up

STAFF RECOMMENDATION:

Staff recommends that the City Commission receive and file the report and provide any direction.

EXECUTIVE SUMMARY:

During the 2026 Oregon Short Session, Oregon City monitored legislation affecting local government operations and engaged directly on priority policy and funding matters. In addition to tracking bills across multiple subject areas, the City submitted testimony and letters on measures involving public meetings, housing and land use, recreation liability, transient lodging tax flexibility, and capital funding.

A major focus of the session was the City’s request for state capital funding for the Highway 213/Beavercreek Road intersection project. Staff coordinated sponsorship of the request, prepared a one-pager, conducted legislator outreach, and arranged testimony in support of the project. Separately, the City also submitted a federal Community Project Funding request for the Oregon City Police Department technology modernization. Both efforts reflected the City’s broader legislative strategy of pairing bill tracking with targeted advocacy on projects and policy issues of direct operational importance.

BACKGROUND:

The 2026 Oregon Short Session required concentrated monitoring and advocacy within a compressed legislative timeline. Oregon City tracked 55 bills across 12 policy categories. Of those tracked measures, 30 died in committee, 13 passed and were signed by the Governor, and 12 passed the Legislature and were awaiting gubernatorial action at the time of this update. The Governor has until April 17, 2026, to sign or veto bills passed during the session.

The City’s tracked bills covered a broad range of municipal policy areas. Table 1 summarizes the number of bills tracked by policy area, the number of bills that passed in each category, and the bill numbers for the measures that passed.

Table 1
2026 Short Session Bill Tracking by Policy Area

Policy Area	No. Bills Tracked	No. Bills Passed	Bills Passed
Public Safety	11	3	HB 4072, HB 4138, HB 4007
Land Use	10	7	HB 4035, HB 4082, SB 1521, SB 1561, HB 4036, HB 4037, HB 4108
Infrastructure	7	3	SB 1566, HB 4005, HB 4025
Taxation	7	4	SB 1599, HB 4134, HB 4148, SB 1507
Economic Development	5	2	HB 4062, HB 4086
Human Resources	5	0	—
Public Meetings	3	2	HB 4159, HB 4177
Emergency Management	2	1	HB 4121
Quality of Life	2	2	HB 4022, HB 4057
Recreation	1	0	—
IT	1	0	—
Funding	1	1	SB 5701
Stats	55	25	45% adoption rate

Note. “Passed” includes bills identified as either passed and signed by the Governor or passed and awaiting gubernatorial signature.

Throughout the session, Oregon City submitted written testimony and advocacy letters on several bills with direct relevance to local government operations.

On public meetings legislation, the City supported HB 4177, HB 4161, and HB 4159, emphasizing the need for greater clarity in distinguishing prohibited deliberation from permissible information gathering and other non-deliberative communications. The City later submitted a letter to the Governor in support of HB 4177, stating that the bill preserved the prohibition on private deliberation while providing clearer statutory boundaries and a more workable accountability structure.

On housing and land use legislation, the City submitted testimony on HB 4037. The testimony supported portions of the bill related to affordable housing opportunities and restoration of homes destroyed by natural disaster, while requesting removal or amendment of several procedural sections that would reduce due process, limit citizen involvement, and create implementation uncertainty for local governments.

On recreational liability, the City submitted testimony on SB 1517, expressing support for continued legislative work to improve recreational liability waivers while requesting amendment because the bill’s exceptions would complicate and weaken the intended framework.

On transient lodging tax legislation, the City supported HB 4148 and SB 1562, arguing that the LOCAL Act would provide greater flexibility for communities to address infrastructure, transportation, facility, and public safety impacts associated with tourism while maintaining support for tourism promotion.

A significant portion of the City’s legislative work involved the pursuit of state capital funding through SB 5701 for the Highway 213/Beavercreek Road intersection project. The City requested \$4 million in state funding toward a \$6 million project, with the City providing a \$2 million local match. The project was presented as a transportation investment that would improve safety and congestion at a regional choke point while also removing a constraint on planned housing development. The City’s one-pager identified approximately 190 acres of buildable land, the potential for 1,500+ housing units, and an estimated 11,500 daily trips associated with future growth in the area if the transportation issue remains unresolved.

To support that request, staff prepared a one-page project summary, coordinated with Senator Meek’s office to sponsor the request, sent more than 30 emails to legislators in support of the project, and arranged testimony by Dayna Webb, Public Works Director, before the Legislature. Her testimony described the project as a regionally significant, housing-enabling transportation investment. The City’s request was ultimately not funded through the short-session capital package, and, based on the City’s review of the final funded projects, transportation requests were not included among those selected for funding.

Separate from the Highway 213/Beavercreek Road funding request, the City also submitted a federal Community Project Funding request through Senators Merkley and Wyden and Representative Janelle Bynum for Oregon City Police Department technology modernization. This would support modernization and integration of the Police Department’s public safety technology systems, including conducted energy devices, body-worn cameras, in-car fleet cameras, interview room recording systems, digital evidence management tools, translation capability, virtual reality training, and enhanced situational awareness technology. This would yield stronger evidence handling, improved prosecutorial coordination, enhanced officer safety, and operational efficiencies as key outcomes. The total estimated cost identified in the narrative is \$3,645,917.81 for a one-time 10-year service program purchase. That request remains pending and subject to further discussion and decision-making.

OPTIONS:

Receive and file report. Provide staff with any direction.

BUDGET IMPACT:

No fiscal impact.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** April 15, 2026
From: Shaun Davis, Police Chief

SUBJECT:

Item 7.a. - OLCC: Liquor License Application–Retail On-Premises Sales & Consumption; Golden Taste Restaurant, 904 Molalla Ave., Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for Golden Taste Restaurant, 904 Molalla Ave., Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Retail On-Premises Sales & Consumption, Golden Taste Restaurant. This is a change of ownership application for Retail On-Premises Sales & Consumption.

BACKGROUND:

Beginning August 12, 2024, OLCC no longer accepts paper applications for new annual licenses, changes to existing annual licenses, or special event licenses. All applications are now electronic, which is why the OLCC form has a different look.

The Oregon City Police Department ran a background check on Yanfen Li, and he is eligible to hold a liquor license. This is a change of ownership license application for Retail On-Premises Sales & Consumption for Golden Taste Restaurant, which will keep the same business name. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve OLCC: Liquor License Application–Retail On-Premises Sales & Consumption; Golden Taste Restaurant, 904 Molalla Ave., Oregon City.
2. Approve OLCC: Liquor License Application–Retail On-Premises Sales & Consumption; Golden Taste Restaurant, 904 Molalla Ave., Oregon City with Amendments.
3. Deny OLCC: Liquor License Application–Retail On-Premises Sales & Consumption; Golden Taste Restaurant, 904 Molalla Ave., Oregon City and provide further direction.

BUDGET IMPACT:

Amount \$

Fiscal Year(s):

Funding Source(s):

Included in Approved Budget: Yes/No



Local Government Recommendation – Liquor License

Annual Liquor License Types	
Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): Li's Brothers Enterprise Inc

Proposed Trade Name: Golden Taste Restaurant

Premises Address: 904 Molalla Ave

Unit:

City: Oregon City

County: Clackamas

Zip: 97045

Application Type: New License Application Change of Ownership Change of Location

License Type: Full On-Premises Sales, Commercial Additional Location for an Existing License

Application Contact Information

Contact Name: Emily Gallagher

Phone: 503-777-9027

Mailing Address: 3202 SE 82nd Ave., Ste A

City: Portland

State: OR

Zip: 97266

Email Address: payroll@jpaccounting.com

Business Details

Please check all that apply to your proposed business operations at this location:

Manufacturing/Production

Retail Off-Premises Sales

Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

Indoor Consumption

Outdoor Consumption

Proposing to Allow Minors

Section 1 continued on next page



Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): Li's Brothers Enterprise Inc

Proposed Trade Name: Golden Taste Restaurant

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC.
Section 2 must be completed **by the local government** for this form to be accepted with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name:

Optional Date Received Stamp

Date Application Received:

Received by:

Section 3 – Recommendation - To be completed by Local Government:

- Recommend this license be granted**
- Recommend this license be denied** (Please include documentation that meets [OAR 845-005-0308](#))
- No Recommendation/Neutral**

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.



OREGON LIQUOR & CANNABIS COMMISSION BUSINESS INFORMATION – LIQUOR LICENSE

Applicant Name	Li's Brothers Enterprise Inc	Business Contact	Sean Khoo
Trade Name	Golden Taste Restaurant	Mailing Address	9530 SE Parkwood Way Happy Valley, OR 97086
Premises Street Address	904 Molalla Ave Oregon City OR 97045	Phone Number	971-533-0421
License Type	Full On-Premises Sales Commercial	Email Address	seankpdx@gmail.com

Operating Hours

Day of Week	Open Time	Closed Time	Seasonal Variation	Explanation
Monday	11:00 am	9:30 pm	Yes <input type="checkbox"/>	
Tuesday	11:00 am	9:30 pm		
Wednesday	11:00 am	9:30 pm		
Thursday	11:00 am	9:30 pm	<input type="checkbox"/>	Not open to the public or by appointment only
Friday	11:00 am	9:30 pm		
Saturday	11:00 am	9:30 pm		
Sunday	11:00 am	9:30 pm		

Seating Count

Restaurant Seating #: 80 Outdoor Seating #: _____ Other Seating #: _____

No On-Premises Consumption

ENTERTAINMENT

Check all that apply:

- | | |
|--|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Live Music <input type="checkbox"/> Recorded Music <input type="checkbox"/> DJ Music <input type="checkbox"/> Dancing <input type="checkbox"/> Karaoke <input type="checkbox"/> Coin-Operated Games <input checked="" type="checkbox"/> Pool Tables <input type="checkbox"/> Social Gaming (ex: gambling)
[As defined in ORS 167.117(21)]
A game, other than a lottery, between players in a private business, private club or place of public accommodation where no house player, house bank or house odds exist and there is no house income from the operation of the social game. | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Video Lottery Machines <input type="checkbox"/> Nude Dancing <input type="checkbox"/> Live Entertainment <input type="checkbox"/> Minor Entertainers <input type="checkbox"/> Minor Entertainers in an Area Prohibited to Minors
**Need prior OLCC approval <input type="checkbox"/> Other: |
|--|--|

Rev: 7.15.25



OLCC

9079 SE McLoughlin Blvd, Milwaukie, OR 97222,
United States

Application Copy

File Number: 347001

LICENSE TYPE

Full On-Premises Sales -
Commercial

APPLICATION DATE RECEIVED

2026-02-03

ENDORSEMENT(S)

None selected

LICENSEE LEGAL NAME(S)

Li's Brothers Enterprise Inc

LICENSEE TYPE

Business Corporation

SOS BUSINESS REGISTRY NUMBER

2468811-97

BIN

01904172-4

FEIN

39-4510790

INCORPORATION DATE

2025-09-19

CORRESPONDENCE ADDRESS

9530 SE Parkwood Way
Happy Valley, OR 97086

MAILING ADDRESS

9530 SE Parkwood Way
Happy Valley, OR 97086

PHYSICAL ADDRESS

904 Molalla Ave
Oregon City, OR 97045

CONTACT NAME

Sean Khoo

CONTACT PHONE

(971) 533-0421

ALTERNATE PHONE		FAX		
EMAIL				
seankpdx@gmail.com				
BUSINESS STRUCTURE				
TYPE	NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Individual	Yanfen Li	President		100
Individual	Yanfen Li	Secretary		100
ADDITIONAL INFORMATION				
MANAGED BY AGENT				
Yes				
AGENT			AGENT TYPE	
J & P Accounting and Tax Services			Limited Liability Company	
PREMISES TYPE			TRADE NAME	
Restaurant			Li's Brothers Enterprise Inc	
OPERATOR			COUNTY	
Yanfen Li			Clackamas	
PHYSICAL ADDRESS				
904 Molalla Ave Oregon City, OR 97045				
MAILING ADDRESS				
9530 SE Parkwood Way Happy Valley, OR 97086				
CONTACT NAME				
Sean Khoo				

CONTACT PHONE
(971) 533-0421

ALTERNATE PHONE

FAX

EMAIL

seankpdx@gmail.com

RELATED LICENSE(S)

None selected

QUESTIONS

Full On-Premises Sales - Comme

1. Does this premises have a current liquor license?

Yes

Lucky Hearts Inc DBA: Golden Taste Restaurant

2. Is this an event space or a business whose main focus is something other than food or alcohol service?

No

3. Are you moving your existing licensed business to a new location?

No

4. OLCC requires the alcohol license applicant to read the {Law Orientation for Retailers | https://www.oregon.gov/olcc/docs/liquor_license_and_license_process/law_orientation/law_orientation_retailers.pdf} booklet.

Please list the name of the applicant who has read the Law Orientation for Retailers booklet.

Yanfen Li

- 5. Will you make at least five different meals available at all times in all areas where alcohol service is available?

OLCC defines "meal" as a food item, or combination of food items, prepared or cooked on the licensed premises that the Commission determines is a main course and is a serving of food sufficient to satisfy the appetite of one individual. Note: Food items that are appetizers, snacks, and desserts do not qualify as a meal.

Yes

- 6. Are you allowing minors on the premises?

*Minor means a person under the age of 21.

Yes

- 7. According to {ORS 471.394,[|https://www.oregonlegislature.gov/bills_laws/ors/ors471.html](https://www.oregonlegislature.gov/bills_laws/ors/ors471.html)} a retail licensee may not hold interest in a manufacturer/wholesaler license and vice versa unless an exception applies. Exceptions are outlined in {ORS 471.396|https://www.oregonlegislature.gov/bills_laws/ors/ors471.html}.

Retail licenses include Full On-Premises, Limited On-Premises, Off-Premises sales licenses. Manufacturer/wholesaler licenses include Brewery, Brewery-Public House, Distillery, Grower Sales Privilege, Winery, Warehouse, Wholesale Malt Beverage and Wine.

Do you currently hold any interest in any OLCC manufacturer/wholesaler license?

No

- 8. Is this a public passenger carrier such as a train, plane, or boat?

No

9. Does this premises have any current recreational marijuana licenses or other recreational marijuana license applications pending? If yes please provide license/application number.

No

10. Do you also want to be able to cater some private events off of the annually licensed premises?

NOTE: If you have not already added the Catering Privilege to this application, please go back to Step 1, "Getting Started". Under Endorsement(s), you may add the Catering Privilege, then continue your application.

No

11. Per {OAR 845-005-0400|<https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=297387>}, this license type requires the licensee to maintain liquor liability insurance or bond.

For proof of liquor liability insurance, the Commission typically accepts an ACORD 25 form that lists the following:

- The correct LLC/Corporation/Applicant name(s)
- The complete physical address of the building
- Specifies Liquor Liability Insurance
- The dates the liquor liability coverage starts and ends
- The amount of liquor liability coverage not less than \$300,000 per occurrence
- The policy number
- Names OLCC as the certificate holder, with address: PO Box 22297, Milwaukie, OR, 97269-2297

If you have the ACORD 25 form already, please upload it in the Documents tab before submission. If you do not have this yet, it will be needed before issuing the license.

I understand that this requirement will need to be met prior to license issuance and maintained at all times the license is active.

Yes

12. Do you plan on having Lottery on this premises?

Yes

1) video lottery
2) Yes 04/01/2026

13. Does at least one applicant listed in the Licensee section or the Business Structure section have the legal right to occupy and control the real physical property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document?

Yes

14. Are any of the applicants for this license under 21 years of age?

No

15. Will you have at least 30 dining seats (indoor/outdoor) during a period of time that must last at least two hours prior to 10:00 p.m.?

OLCC defines "dining seats" as seating at tables - or food counters as defined in {OAR 845-006-0340(2)(j) | <https://secure.sos.state.or.us/oard/view.action?ruleNumber=845-006-0340>} - located in areas of the licensed premises regularly open to the public where the Commission determines that each table top or seating area provides a minimum space that will accommodate a place setting consisting of a plate or dish, glassware, napkin and utensils for each seat.

Note: Seats at counters in entertainment areas - and at bars as defined in {OAR 845-006-0340(2)(i) | <https://secure.sos.state.or.us/oard/view.action?ruleNumber=845-006-0340>} - do not qualify as dining seating.

Yes

16. Is everyone that has an ownership interest in the business listed in the Licensee section or Business Structure section, unless the person qualifies to have that ownership interest waived under {OAR 845-005-0311|<https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=297374>}?

Yes

17. Will you not allow on-premises consumption of food or alcohol and ONLY cater events that are OFF of the annually licensed premises?

No

18. Does the applicant for this license have any other pending liquor application(s)?

No

19. Does the premises include any common areas?

A "common area" is an area that will be used by the applicant as part of their premises, but the area is not exclusively leased to the applicant. For example: The premises is located in a multi-tenant building and there is a patio that is shared by all tenants of the multi-tenant building. The applicant is proposing to license the patio, even though the applicant does not have the exclusive right to use the patio. The patio would be considered a "common area."

No

20. Are you a Non-Profit Private Club (i.e. Fraternal or Veterans Organization) and have at least 100 members?

No

21. Please acknowledge that, in order to submit an acceptable Local Government Recommendation document, you must submit a document that includes at least the following pieces of information:

- Date the local government received the application
- Trade name of the business
- Premises street address (where the business will be located)
- Name of the local government (city or county name)
- That the submission is for a Liquor License

If you use the OLCC-provided Local Government Recommendation form, you must complete Section 1 and must also have the local government complete at least Section 2, otherwise your application may not be accepted.

Yes

22. If the premises includes common areas, does anyone else besides you have the authority to sell or serve alcohol in the common area?

**If there is no common area, select NO.

No

23. Please indicate whether or not an Authorized Representative will be overseeing this license on behalf of the Licensee. An Authorized Representative is an authorized person, other than the licensee, who is authorized to preform renewals, apply for amendments and applications, and add endorsements. Examples of an Authorized Representative may include but are not limited to a business manager, compliance manager, or a third-party entity such as a lawyer, compliance specialist, or consultant who helps with licensing activities.

Yes

(document uploaded)

24. Do you acknowledge responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including the common areas (if applicable)?

Yes

25. Are you a For-Profit Private Club and have at least 100 members?

No

26. Per ORS 471.313: the applicant/licensee(s) for an license that allows for on-premises consumption is required to either:

1) Hold a valid service permit or temporary service permit issued under ORS 471.375; or

2) Designate an individual who both:

A) Holds a valid service permit or temporary service permit; and

B) Exercises, or is entitled to exercise, control or responsibility over setting, implementing and changing the applicant's practices for selling and serving alcoholic beverages at the premises.

Please provide the first name, last name, and date of birth of the designated person(s) that will maintain a service permit to meet this requirement, even if it is the licensee themselves.

Yanfeng Li



27. Does the premises to be licensed have any area(s) like sidewalk or street seating etc. on the property controlled by a public entity (i.e. a city, county, or state)?

No

28. Do you have a target date you would like to begin operating by, should this license be approved by OLCC?

Yes

2026-04-01

29. With this license type, you would be eligible to apply for the {Responsible Vendor Program}[https://www.oregon.gov/olcc/lic/Pages/responsible_vendor_program.aspx].

You can apply to this program after you are licensed or you can add it to this application by selecting the RVP endorsement in the "Getting Started Step" of this application.

Are you aware of the Responsible Vendor Program?

Yes

30. Will you be serving distilled spirits by the glass for consumption on the premises?

Yes

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Add/Remove Authorized Representative	authorization form.pdf	
Business Information Form	Business Information.pdf	
Entity Structure Form	Entity Structure.pdf	
Floor Plan - Liquor	Floor Plan.pdf	
Local Government Recommendation (LGR)	Local Recommendation - signed.pdf	
Menu	Menu.pdf	

APPLICANT

Emily Gallagher

DECLARATION

- I affirm that all my answers are true and complete. I also understand that OLCC may deny my proposed amendment application if my answers are found to be incorrect.

By checking this box, I affirm that all information submitted is true and correct to the best of my knowledge.

I have reviewed all information submitted as part of the application including, but not limited to, information regarding my criminal history, residence information, and financial involvement in the business. All information submitted is true and correct to the best of my knowledge.

Data Use Agreement

By checking the box below, Licensee acknowledges that the Oregon Liquor and Cannabis Commission (OLCC) owns all data entered into the Cannabis and Alcohol Management Program (CAMP) and has full rights to its use and dissemination, subject to existing law and current OLCC rules. Except for information exempt under Oregon law, information collected from Licensee, including through CAMP, is subject to Oregon Public Records Law, including ORS 192.410 to 192.505 and the provisions for the custody and maintenance of public records, ORS 192.005 to 192.170.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** April 15, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.b. - Intergovernmental Agreement between Clackamas County for Opportunity to Recycle, Plastic Pollution and Recycling Modernization Act Cooperation

STAFF RECOMMENDATION:

Authorize the City Manager to execute an Intergovernmental Agreement (IGA) between the City of Oregon City (City) and Clackamas County for the Opportunity to Recycle, Plastic Pollution and Recycling Modernization Act Cooperation.

EXECUTIVE SUMMARY:

The proposed IGA formalizes and expands the City’s longstanding partnership with Clackamas County to implement recycling and waste reduction programs. The agreement consolidates prior arrangements into a single comprehensive document and allows the County to continue administering programs, reporting, and funding on behalf of the City. It also ensures compliance with new requirements under the Plastic Pollution and Recycling Modernization Act (RMA), including allowing the County to receive and manage Producer Responsibility Organization (PRO) funding.

BACKGROUND:

The City of Oregon City has partnered with Clackamas County for several decades to implement recycling and waste reduction programs and to meet state and regional requirements. Beginning in the early 1990s, cities in Clackamas County agreed to a coordinated approach in which the County would administer certain recycling programs and receive Metro funding on behalf of participating jurisdictions. This partnership was formalized in a 2008 Letter of Understanding, under which the County has provided countywide education, outreach, and reporting services to the Oregon Department of Environmental Quality (DEQ) and Metro.

This collaborative model evolved into the Clackamas County Recycling Partnership, through which the County and cities coordinate resources to efficiently meet requirements under Oregon’s Opportunity to Recycle Act and regional waste plans.

In 2021, the Oregon Legislature adopted the Plastic Pollution and Recycling Modernization Act (RMA), which establishes new requirements for local governments, including expanded recycling services, contamination reduction programs, and additional reporting obligations. The law also creates a new funding mechanism through a Producer Responsibility Organization (PRO) to reimburse eligible program costs.

The proposed IGA reflects Clackamas County’s approach to implementing these new requirements on a countywide basis. It would replace the 2008 Letter of Understanding with a single, comprehensive agreement that addresses both longstanding recycling partnership activities and new RMA responsibilities.

Under the IGA, Clackamas County would continue to provide recycling and waste reduction programming, coordinate regional planning efforts, manage reporting to DEQ, and administer funding associated with these programs on behalf of the City.

OPTIONS:

- 1. Approve Intergovernmental Agreement between Clackamas County for Opportunity to Recycle, Plastic Pollution and Recycling Modernization Act Cooperation.
- 2. Approve Intergovernmental Agreement between Clackamas County for Opportunity to Recycle, Plastic Pollution and Recycling Modernization Act Cooperation with Amendments.
- 3. Deny Intergovernmental Agreement between Clackamas County for Opportunity to Recycle, Plastic Pollution and Recycling Modernization Act Cooperation 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

**Intergovernmental Agreement between
Clackamas County and
City of Oregon City**

**Opportunity to Recycle, Plastic Pollution and Recycling Modernization
[ORS 459A; OAR 340-090]**

1. Purpose

This Agreement is entered into by and between the City of Oregon City (the “City”) and Clackamas County (the “County”) for the cooperation of units of local government under the authority of ORS 190.010. This Agreement provides for the County, on behalf of the City and as a part of the Clackamas County Recycling Partnership, to meet the requirements of the Opportunity to Recycle Act, the Plastic Pollution and Recycling Modernization Act, and OAR chapter 340, division 90, as applicable to the City, in carrying out certain county-wide recycling programs and activities, including but not limited to recycling, waste prevention, and contamination reduction programming.

2. Background

Through the Clackamas County Recycling Partnership, the County provides county-wide recycling and waste reduction programs and activities that meet many of the requirements of Oregon’s “Opportunity to Recycle Act” (ORS chapter 459A) that apply to the metropolitan service district (Metro) for Clackamas, Multnomah, and Washington counties and the cities therein, including the City, to develop integrated solid waste management plans—the Regional Waste Plan (RWP)—and implement associated activities to meet goals established by the Oregon Department of Environmental Quality (DEQ). The County also reports to DEQ via Metro, the watershed representative, on these programs and activities on behalf of cities in the partnership, including the City.

Key components of meeting the goals established in the RWP are directly related to the activities of the solid waste collection franchisee(s). Some of the collection practices considered to be standard components of the RWP include but are not limited to: 1) Weekly collection of the uniform statewide collection list (commingled recycling); 2) Collection of glass separated from other recyclables; and 3) Providing the opportunity for all business and multifamily communities to have recyclables collected. Metro maintains regional service standards (RSS) that detail minimum solid waste and recycling collection service levels to be provided for compliance with Opportunity to Recycle Act requirements.

The Plastic Pollution and Recycling Modernization Act [SB 582 (2021)] created requirements (starting in 2025) for cities to provide for recycling in their communities, including by collecting a uniform statewide list of materials and implementing new contamination reduction programs. Local governments may receive compensation for eligible costs to implement these additional requirements from the statewide Producer Responsibility Organization (PRO), Circular Action Alliance (CAA). Local governments may elect to receive PRO funding directly or may authorize service providers and/or other entities that incur eligible costs to receive compensation directly from the PRO for activities conducted (and reporting) for their community.

The RWP, Metro Code and rules, and state law related to waste reduction and recycling requires implementation throughout the entirety of the Metro watershed. Local governments may receive compensation annually based on the funds Metro has allocated for the Annual Waste Reduction Plan (subset of RWP) in the adopted Metro budget. Local governments may elect to receive Metro funding directly or may authorize the County to receive compensation directly from Metro for the activities conducted (and reporting) for their community.

3. Scope of Work

- A. In keeping with the Clackamas County Recycling Partnership, the County shall carry out the recycling programs and activities—including but not limited to waste reduction and contamination reduction planning, program implementation, and education—that meet the requirements of OAR chapter 340, division 90, on behalf of the City.
- B. The County shall represent the City in the planning effort, in collaboration with regional partners and service providers where appropriate, to develop one or more funding agreements with the producer responsibility organization that designate how funds will be distributed to meet those requirements for the City, pursuant to the planning efforts of the Clackamas County Recycling Partnership. With the City’s prior authorization, this may include distribution of funds directly to the City’s franchised hauler.
- C. Pursuant to the delegation of authority below, the County shall file such reports as may be necessary with DEQ to acknowledge receipt and to report eligible expenses, and to otherwise act as required or permitted by OAR chapter 340, division 90, on behalf of the City.
- D. The County shall have an opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee(s) presented to the City for the purpose of ensuring continued compliance with the RSS and with RWP and Opportunity to Recycle Act requirements. The County agrees to present the findings of the review to the City.
- E. The County shall provide the City with standardized forms to request annual production and financial data from the City’s solid waste collection franchisee for use in the City’s annual review and establishment of service rates. The City shall request that their franchisee share the City-specific data with the County for the County’s annual review to support standardized data collection and compliance with Opportunity to Recycle Act and Plastic Pollution and Recycling Modernization Act requirements for fees. The County may request other City-specific operational data from the City’s franchisee as needed to support compliance with state and local recycling requirements and programming.

4. Delegation of Authority by City to County. The City designates the County as its authorized agent to receive eligible compensation directly from the producer responsibility organization through DEQ’s Funding Authorization Process pursuant to OAR 340-090-0810.

5. Term and Termination

- A. This Agreement becomes effective on January 1, 2026, and shall be automatically renewed each calendar year unless otherwise terminated as provided herein.

- B. Either party may terminate this Agreement at the end of the then-current calendar year by providing notice to the other party at least ninety (90) days before the end of that calendar year. Where this Agreement is terminated at the end of a calendar year, the County shall complete all reporting requirements for that calendar year.
- C. Either party may terminate this Agreement in the event of a breach of the Agreement by the other party. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- D. Neither party shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- E. Either party may terminate this Agreement in the event the terminating party fails to receive expenditure authority sufficient to allow that party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the terminating party is prohibited from performing under the Agreement. The terminating party shall give written notice of termination stating the effective date of the termination.
- F. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

6. General Provisions.

A. Liability.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify and hold harmless the City, its officers, elected officials, agents, and employees, from and against all third party claims and actions, and all expenses incidental to the investigation and defense thereof, including reasonable attorney fees, arising out of or based upon damage or injuries to persons or property caused by the negligent acts or omissions of the County, its employees or agents, while performing under this Agreement.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify and hold harmless the County, its officers, elected officials, agents, and employees, from and against all third party claims and actions, and all expenses incidental to the investigation and defense thereof, including reasonable attorney fees, arising

out of or based upon damage or injuries to persons or property caused by the negligent acts or omissions of the City, its employees or agents, while performing under this Agreement.

- B. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of the County, without giving effect to the conflict of law provisions thereof. Any claim between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, that, if a claim must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. The City hereby consents to the in personam jurisdiction of the courts referenced in this section.
- C. Compliance with Applicable Law. The parties shall comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- D. Non-Exclusive Rights and Remedies. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other party.
- E. Access to Records. The City shall retain, maintain, and keep accessible all records relevant to this Agreement (the "Records") for a minimum of six (6) years following termination of or full performance under this Agreement, or for any longer period as may be required by applicable law, or until the conclusion of an audit, controversy, or litigation arising out of or related to this Agreement, whichever is later. The City shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, the City shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examining and copying.
- F. Work Product. All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers, and other materials produced in connection with this Agreement.
- G. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon the appropriation of funds. Any provisions herein that conflict with the above-referenced laws are deemed inoperative to that extent.

- H. Severability. If any provision of this Agreement is found to be unconstitutional, illegal, or unenforceable, this Agreement nevertheless shall remain in full force and effect, and the offending provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal, or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.
- I. Integration, Amendment, and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties regarding the subject matter described herein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- J. Interpretation. The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. Independent Contractor. Each party shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee, or contractor of one party shall be deemed to be a representative, agent, employee, or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture, or similar relationship, and each party hereby specifically disclaims any such relationship.
- L. No Third-Party Beneficiary. The City and the County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. Subcontract and Assignment. The City shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. The County's consent to any subcontract shall not relieve the City of any of its duties or obligations under this Agreement.
- N. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, and all of which shall constitute the same instrument.
- O. Survival. All provisions in this Section 6 shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

Signatures on next page.

Signed:

CLACKAMAS COUNTY

By: _____

Title: _____

Date: _____

CITY OF OREGON CITY

By: _____

Title: _____

Date: _____

Approved as to Form:

Carrie Richter, City Attorney



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** April 15, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.c. - Amendment No. 3 to the Personal Services Agreement with Water System Consulting, Inc. for the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014)

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 3 to the Personal Services Agreement with Water System Consulting, Inc. for the Molalla Avenue Transmission Main WIFIA 3-1 (CI 22-014) in the amount of \$98,262.88.

EXECUTIVE SUMMARY:

Amendment No. 3 for modifications to the fee on the existing Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014) Personal Services Agreement with Water System Consulting, Inc.

BACKGROUND:

On July 5, 2023, the city entered into a Personal Services Agreement with Water System Consulting, Inc., in the amount of \$1,285,548.00 for design and construction services of the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014). This project is identified in the City's Water Master Plan adopted in 2012 and amended in 2021. An Upper System Study completed in 2022 confirmed this as the highest priority project to improve water system transmission in the city's upper pressure zone. Identified as CIP 22 in the subject documents, this project constructed a 24-inch water transmission main from the Mountain View Pump Station south down Molalla Avenue, crossing Beaver Creek Blvd. where it connected to the 18-inch water main, which was completed as part of the Molalla Streetscape Project in 2022.

Design began in July 2023 and construction on January 6, 2025. As work progresses on the project, the following modifications have been identified and negotiated with the consultant for this amendment:

Amendment No. 3, for an increase of \$98,262.88 for Task 11 Construction Services.

Previously approved Amendments include the following:

- Amendment No. 1 was issued to extend the contract and account for additional costs associated with the extension.
- Amendment No. 2 added the replacement of the failing 16-inch water main in

Beavercreek Way.

Over the course of this project, the city has added a variety of work items, all of which provide value to the community. The original contract price was awarded at \$1,285,548.00. The net increase of Amendments No. 1 through 3 is \$280,082.88, resulting in a contract price equal to \$1,565,630.63. This Amendment is in alignment with the project's budget, and adequate funds are available.

OPTIONS:

1. Approve Amendment No. 3 to the Personal Services Agreement with Water System Consulting, Inc. for the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014).
2. Approve Amendment No. 3 to the Personal Services Agreement with Water System Consulting, Inc. for the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014) with Amendments.
3. Deny Amendment No. 3 to the Personal Services Agreement with Water System Consulting, Inc. for the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014) and provide further direction.

BUDGET IMPACT:

Amount	\$98,262.88
Fiscal Year(s):	2025-2026
Funding Source(s):	Water Fund and Water System Development Charge Fund
Included in Approved Budget:	Yes

CITY OF OREGON CITY
Amendment No. 3 to Personal Services Agreement

Molalla Avenue Transmission Main WIFIA 3-1 (CI 22-014)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **WATER SYSTEM CONSULTING, INC** (hereinafter called "Consultant,") which was previously entered into on **July 5, 2023** ("Contract") for **MOLALLA 24-INCH TRANSMISSION MAIN WIFIA 3-1 (CI 22-014)** and

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

WITNESSETH:

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

Task 1 Project Management

Scope Change: Additional \$2,000 for administrative time to complete the project.

Justification: While Amendment 1 provided for the contract extension, additional funding was not added to Task 1 at that time in an attempt to finish within remaining budget. We are now near the end of the project and additional funding is needed to complete the work.

Task 11 Construction Phase Services

Scope Change: Additional \$160,769.37 to complete construction

Justification: While Amendment 1 provided for the extended construction duration to 72 weeks, the revised budget assumed 40 weeks of inspection only. This assumption did not fully capture the costs associated with the actual construction, as we have experienced increased night work and longer workdays than anticipated. In addition, the revised contractors schedule calls for increased inspections time of 54.5 weeks. Not accounted for in Amendment 1 but captured in this amendment is the increased costs associated with meetings and submittals, which have doubled from the original base assumptions increasing administrative and design support services during construction.

Task 12 Beaver Creek Way WM Replacement

Scope Change: Reduce the task budget by \$25,005.00

Justification: Amendment 2 added work to complete the replacement of the existing 16-inch in Beaver Creek Way. The time required to construct the main was less than budgeted. This amendment reduces the task budget but retains sufficient funds to complete the remaining work.

Task 10 Bid Phase Services and OT 1.1 On-Site Archeological Monitoring

Scope Change: These two tasks are complete with the remaining budgets of \$3,166.25 for Task 10 and \$38,308.81 for Task OT 1.2 will be transferred to Task 11.

Justification: Tasks have been completed. Remaining budget is not required for these tasks. Available budget was made available for Task 11 in January to cover increases while we tracked progress to determine if a full contract amendment was needed.

Fee Adjustment Summary: The following reflects task budget adjustments covered in this amendment, totally up to the revised contract amount.

Task No.	Task Description	Original Budget	Current Budget Thru Amendment 2	Amendment 3 Adjustments	
				Budget Adjustment	Revised Budget
0	Project Management	\$ 81,330.00	\$ 81,330.00	\$ 942.94	\$ 82,272.94
1	Public Outreach	\$ 48,090.00	\$ 46,588.18	\$ -	\$ 46,588.18
2	Survey & Mapping	\$ 84,931.00	\$ 83,805.22	\$ -	\$ 83,805.22
3	Archeological/Historical Review	\$ 26,091.00	\$ 22,533.16	\$ -	\$ 22,533.16
4	Geotechnical & Field Investigations	\$ 55,720.00	\$ 46,667.33	\$ -	\$ 46,667.33
5	Environmental Review	\$ 12,830.00	\$ 12,753.13	\$ -	\$ 12,753.13
6	Utility Coordination	\$ 68,480.00	\$ 68,457.67	\$ -	\$ 68,457.67
7	Permitting & Property Acquisition	\$ 5,920.00	\$ 8,485.00	\$ -	\$ 8,485.00
8	Design	\$ 396,418.00	\$ 426,320.00	\$ -	\$ 426,320.00
9	Bid Documents	\$ 29,960.00	\$ 76,665.00	\$ -	\$ 76,665.00
10	Bid Phase Services	\$ 16,054.00	\$ 16,054.00	\$ (3,166.25)	\$ 12,887.75
11	Construction Phase Services	\$ 301,419.00	\$ 412,294.00	\$ 163,800.00	\$ 576,094.00
12	Beavercreek Way WM Replacement		\$ 63,765.00	\$ (25,005.00)	\$ 38,760.00
OT 1.1	On-Site Archeological Monitoring	\$ 78,850.00	\$ 69,528.00	\$ (38,308.81)	\$ 31,219.19
OT 1.2	Phase II ESA	\$ 32,750.00	\$ 32,122.06	\$ -	\$ 32,122.06
OT 1.3	Easement Acquisition	\$ 46,705.00	\$ -	\$ -	\$ -
	Total	\$ 1,285,548.00	\$ 1,467,367.75	\$ 98,262.88	\$ 1,565,630.63

- The **Term of Agreement** is hereby amended as follows:
 No changes in term of agreement.
- The **Compensation Provisions** is hereby amended as follows:
 Additional \$98,262.88, increasing the contract from \$1,467,367.75 to a not to exceed amount of \$1,565,630.63.

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

CITY OF OREGON CITY URBAN RENEWAL AGENCY WATER SYSTEM CONSULTING, INC

By: _____ By: _____
 Name: Anthony J. Konkoll, III Name: Scott Duren, P.E.
 Title: City Manager Title: Vice President
 DATED: _____, 2026 DATED: _____, 2026

APPROVED AS TO LEGAL SUFFICIENCY:
 By: _____
 City Attorney

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

MOLALLA 24-INCH TRANSMISSION MAIN WIFIA 3-1 (CI 22-014)

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

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 1, 2025**, 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 **one million two hundred eighty-five thousand, five hundred forty-eight dollars and no cents (\$1,285,548.00)**.

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

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

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

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

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

To the City:

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

To Consultant:

WATER SYSTEMS CONSULTING, INC.
4640 S. Macadam, Suite 110
Portland, OR 97239
Attention: Scott Duran

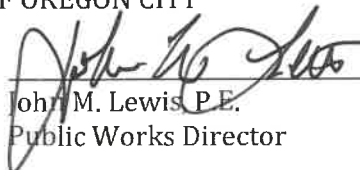
Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

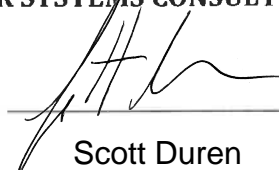
8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 7 day of July, 2023.

CITY OF OREGON CITY

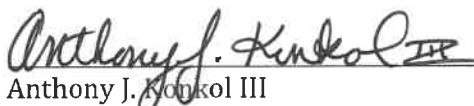
WATER SYSTEMS CONSULTING, INC.

By: 
John M. Lewis, P.E.
Title: Public Works Director

By: 
Name: Scott Duren

DATED: 7-5-, 2023.

Title: Vice President

By: 
Anthony J. Konkol III
Title: City Manager

DATED: July 7th, 2023.

DATED: July 5, 2023

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: JUL 05 2023

APPROVED AS TO LEGAL SUFFICIENCY:

By: 
City Attorney

Exhibit A

Contract Statement of Work, Delivery Schedule and Summary of Estimate for Services
Molalla Avenue 24-inch Water Transmission Main – WIFIA 3-1
City Project #: CI 22-014

Oregon City

Project Manager: Patty Nelson
Oregon City Engineering and Operations
13895 Fir Street
Oregon City, Oregon 97045
971-204-4627
pnelson@orc-city.org

Water Systems Consulting

Project Manager: Scott Duren
4640 S Macadam Ave
Suite 110
Portland, OR 97239
(916) 764-7824
sduren@wsc-inc.com

Project Understanding and Work Scope for Complete Project

Overview

The purpose of this project is to construct approximately 4,600 linear feet of new 24-inch diameter water transmission main from the Mountain View Pump Station to a connection with an existing 18-inch diameter water transmission main in Molalla Avenue just south of the Beaver Creek Road intersection. The project will also replace approximately 2,400 linear feet of parallel 6-inch diameter cast iron distribution system pipelines with new 8-inch diameter ductile iron pipe within Molalla Avenue. Federal funding through the Water Infrastructure Finance and Innovation Act (WIFIA) will be used for the completion of the project.

Scope of Work Elements

The scope of work for the project will include the following tasks:

- **Task 0 – Project Management.** Includes the coordination, administration, and management of the project including quality assurance/quality control (QA/QC) and document gathering and review.
- **Task 1 – Public Outreach.** Includes the development and execution of a Public Outreach Plan to gather information from, and provide project information to, businesses and residential customers.
- **Task 2 – Survey Mapping.** Includes field and office activities to develop a basemap to be used in the development of construction contract documents.
- **Task 3 – Archeological Review.** Includes a reconnaissance survey of the project area to determine if culturally significant archeological sites may be encountered during construction and provides recommendations for field monitoring during construction.
- **Task 4 – Geotechnical and Field Investigations.** Includes field investigations of subsurface conditions along the pipeline alignment using borings, ground penetrating radar, and ground resistivity testing, and provides recommendations to inform design of the project.

- **Task 5 – Environmental Review.** Includes a hazardous materials corridor study to identify potential presence of contaminated soils or groundwater within areas of proposed excavation and an owner option to conduct follow-up site sampling to characterize the nature and extent of contamination.
- **Task 6 – Utility Coordination.** Includes research of existing utilities along the proposed alignment to identify and resolve conflicts, and limited subsurface utility exploration to positively locate underground utilities.
- **Task 7 – Permitting & Property Acquisition.** Includes preparation of permit applications necessary to complete the project and an owner option to obtain easements within private property for elements of the new water transmission and/or distribution systems.
- **Task 8 – Design.** Includes an alternatives analysis to confirm the northern alignment for the project near the Mountain View Pump Station and the preparation of design plans, specifications, and engineer’s opinion of probable construction costs with collaborative interim reviews by the City.
- **Task 9 – Bid Documents.** Includes the preparation of contract documents for use in competitive bidding of the project.
- **Task 10 – Bid Phase Services.** Includes supporting the City by providing information to prospective bidders during the bid period to promote the successful award of the project without protest.
- **Task 11 – Construction Phase Services.** Includes engineering services during construction to review Contractor submittals and requests for information, construction management and observation, post-construction surveys, and an owner option to conduct archeological/historical monitoring during construction.

Project Team

The project team consists of the following core team members and subconsultants:

- Scott Duren, Project Manager, Water Systems Consulting, Inc. (WSC)
- Susan Schlangen, Project Engineer, WSC
- Jennifer Rogers, Public Outreach Lead, WSC
- Jeff Lawrence, Quality Assurance/Quality Control, WSC
- Jason Kelly, Construction Manager, DOWL
- Andy Silbernagel, Surveyor, DOWL
- Matthew Phillips, Traffic Control Lead, DOWL
- Elliot Mecham, Geotechnical Lead, Shannon & Wilson (S&W)
- Teresa Trost, Archeological/Historical Lead, Archeological Investigations Northwest (AINW)
- Joshua Eilts, Cathodic Protection Lead, Norton Corrosion
- Alia Hubbard, Environmental Review Lead, S&W
- Leslie Finnegan, Property Acquisition Lead, Universal Field Services (UFS)



- Jason Jones, Subsurface Utility Exploration Lead, VacX

Schedule

The anticipated duration of the project is assumed to require five hundred and fifty one (551) working days from Notice to Proceed through completion of construction phase services. The project schedule as planned is shown on attached Molalla Ave Pipeline Schedule dated 6/26/2023. As planned, the following is a breakdown of phases:

Design Phase	July 14, 2023 thru June 28, 2024
Bid Phase	June 28, 2024 thru August 9, 2024
Construction	August 10, 2024 thru September 16, 2025

Fee

The attached contract price reflects the level of effort and fee shown on the attached Molalla Ave Pipe Fee Schedule dated 6/26/2023. Billing and management of budget will be by Task level. No mark-up for direct expenses and 5% maximum markup for subconsultant services. Mileage is not billable within 60 miles of Oregon City.

Task 0 Project Management

This task will provide project administration, coordination, quality control, and data gathering to support the successful delivery of the scope of work within the proposed budget and schedule.

0.1 Project Administration

The project administration will include the day-to-day management of the project including the following tasks:

- Invoicing. Prepare monthly invoices to include a breakdown by task including the following:
 - Approved budget
 - Amount invoiced for current month
 - Total invoiced to date
 - Remaining balance
 - Hours and rates for individuals billing to project
 - Subconsultant charges and expenses
- Progress Reports. Prepare a monthly progress report, to be included with the monthly invoice, including the following:
 - Summary of work completed within each task corresponding with invoice amounts
 - Summary of earned value by task including the percentage of complete as a measure of the work actually done compared to the scope
 - Summary of major decisions or milestones during previous month
 - Description of significant work anticipated in following month
- General Coordination. Coordinate project team activities including the scheduling of meetings, tracking and updating of the project schedule, tracking and monitoring of the project budget, and conformance to contracted scope of services.
- Subconsultant Management. Coordination and management of subconsultants necessary for the completion of the scope of services.
- Change Management. Work with City PM to identify and track risks to maintaining the project scope, schedule and budget to identify issues early and agree on solutions to mitigate impacts through proactive mitigation measures.
- Update Project Schedule. When significant changes arise that require modifications to the project schedule, prepare an updated project schedule for review by City PM. An updated project schedule will be submitted at the completion of each design deliverable described in Task 8.
- Quality Assurance/Quality Control. Identify an internal quality assurance/quality control (QA/QC) plan and coordinate the internal reviews. Effort for internal review of deliverables will be included within the individual task corresponding to each deliverable.

Deliverables:

- (1) Monthly invoice and progress report
- (2) Updated project schedules at 30%, 60%, and 90% design deliverables
- (3) Updated project schedule at bid set deliverable

Assumptions:

- (1) Progress reports and invoices will be submitted monthly for the duration of the project in accordance with total project duration assumption provided in the overview of this scope of work.

0.2 Meetings and Coordination

During the project, regular meetings will be necessary to coordinate activities both externally between the Consultant and the City, as well as internally within the Consultant team. This task provides for both external and internal meetings including the following:

- Kick-Off Meeting. Conduct a kick-off meeting with the City PM and select City staff to provide an overview of the project, establish procedures and protocols, and discuss critical success factors. Project Manager, Project Engineer, and Construction Manager will attend.
- PM Coordination Meetings. Conduct biweekly progress meetings with the City PM during the design phase of the project to discuss progress, review project risks, identify data needs, develop project action items, and discuss overall status of the project. Meetings will occur monthly during the construction phase of the project.
- Internal Team Meetings. Conduct internal team coordination meetings during the design phase. Attendees will include WSC PM, Project Engineer (PE), and staff engineer at each meeting. Other team members including drafting lead, traffic engineering lead, and construction manager will attend select meetings.

Deliverables:

- (1) Monthly PM meeting agendas and notes

Assumptions:

- (1) PM coordination meetings of 30-minute duration, held virtually, for a total of 36 meetings with a biweekly frequency through the design phase and a monthly frequency during the construction phase.
- (2) Internal team meetings of 30-minute duration, held virtually, during the design phase of the project for a total of 32 meetings.
- (3) Kick-off meeting will be held in-person at City offices, the location to be determined later, and will be 1-hour in duration.

0.3 Document and Data Review

The City maintains records that the Consultant team will require prior to completing the tasks described in this scope of work. Requests for data will be coordinated with the City PM with

documentation of what is available within City records. Data requests and coordination include the following tasks:

- Data Request and Review. Prepare a data request and submit to the City PM to facilitate tracking and documentation of what data is available and what is not.
- Review Online Data. Access the City online GIS database to obtain available information on City owned utilities.
- Hydraulic Modeling. Prepare one written request for hydraulic modeling to provide information necessary to support the project design.

Deliverables:

- (1) Data request and tracking log
- (2) Hydraulic modeling request

Assumptions:

- (1) Consultant will be provided with an account and secure log-in to access the City online GIS database which includes access to utility record drawings, geotechnical reports, property ownership, and easement records.
- (2) Hydraulic modeling work will be performed by others through an on-call contract with the City and will be coordinated by the City Project Manager with findings provided within four weeks from receipt of hydraulic modeling request.

Task 1 Public Outreach

Public outreach will consist of the preparation of a Public Outreach Plan, preparing materials for City use to disseminate information about the project, and direct outreach to key stakeholders to gain information that may inform project decisions relative to business access along the alignment. Public outreach will commence following the kick-off meeting described in Task 0 and will continue to occur throughout the duration of the project.

1.1 Public Outreach Plan

A Public Outreach Plan (POP) will be developed and reviewed with the City to confirm the extents of outreach, the key stakeholders to be targeted, and the roles and responsibilities of the Consultant team and City staff. Preparation of the POP will include the following tasks:

- Meet with City. Conduct a one-hour virtual meeting with City, including the Consultant PM and Public Outreach Lead, to discuss the desired outcomes and responsibilities for POP prior to creating a draft document.
- Draft POP. Prepare a draft public outreach plan to include the following:
 - Stakeholder list
 - Methods of outreach and engagement
 - List of materials to be developed
 - Roles and responsibilities of outreach team & City staff
 - Schedule for implementation

- Review Meeting. Following the City review of the draft POP and receipt of comments, a response to comment log will be prepared. Conduct a review meeting with the City to discuss proposed resolutions to City comments on POP and confirm revisions to POP. Review meeting will be in-person at City office and will be attended by Consultant PM and Public Outreach Lead.
- Final POP. Revise and finalize POP to incorporate resolutions to City comments.

Deliverables:

- (1) Draft and Final POP electronically in *.pdf
- (2) Response to comments on City review of draft document

Assumptions: None.

1.2 Stakeholder Database

To track communications and specific concerns and needs of public stakeholders with residences or businesses along the proposed project alignment, a database will be established. Information related to access will be collected and tracked for businesses along the alignment and will be used to inform the detailed design of the project. Preparation of the database will commence following a final POP as described in Task 1.1 and selection of a preferred alignment as described in Task 8.1 and will be maintained throughout the duration of the project. The following tasks are included:

- Develop Database. Develop a database of property owners and businesses anticipated to be impacted along the pipeline alignment using City GIS and publicly available tax records.
- Track Communications. The database will be used to track direct communications with residents and businesses including mailers, phone conversations, emails, and survey participation.
- Update Business Information. Information provided by businesses related to access constraints or other considerations will be updated within the database as it becomes available.

Deliverables:

- (1) Electronic stakeholder database in Microsoft Excel format

Assumptions:

- (1) Database will be maintained in Microsoft Excel and is limited to one entry for each property along the alignment with the approximate size of the database assumed to include up to 100 properties.

1.3 Outreach to Businesses

Direct outreach to businesses will be used to collect information that will be considered during the detailed design of the project. Mailers and an on-line survey will be used to collect information efficiently, with follow-up virtual meetings, direct phone calls and in-person meetings

to obtain information from businesses that have significant concerns and potential impacts from limited access during construction. Results from the survey, virtual meetings, and direct calls with businesses will be used during the development of the 60-percent design to identify sequencing and traffic control measures that will mitigate impacts to businesses. Findings from in-person meetings with select businesses will be used to develop any specific measures or considerations at the 90-percent design that must be communicated to the Contractor. The outreach will include the following tasks:

- Project Mailer. Prepare a draft one- or two-page mailer to be sent to businesses along the alignment to advertise upcoming virtual meetings and providing links and/or a QR code to an online survey to solicit input. Following receipt of City comments on the draft mailer, a final mailer will be provided for the City to print and mail to businesses.
- Online Survey. Prepare an online survey through a third-party provider with a link to be posted on the City website that will direct businesses to the online survey. A draft survey will be prepared for review by the City, with comments incorporated into a final version prior to posting for public access. Survey will identify specific constraints for each business owner and collect information, including the following:
 - Contact information
 - Best method of communication
 - Type of access needed
 - Hours when access is needed
 - Hours of operation
 - Special permitting or coordination requirements
- Virtual Meeting Support. Provide draft materials to be used for two virtual meetings tailored towards businesses, to be provided at different times of day and on different dates, to allow concerned business owners and/or managers to attend and provide input. Review draft materials with City and incorporate comments into a final version. City staff will organize and lead the virtual meetings. Virtual attendees will be asked to register and complete the online survey described above. The Consultant Public Outreach Lead will attend each virtual meeting to provide support and to take notes.
- Direct Calls to Businesses. Prepare a template, based on the on-line survey, for use in collecting information during direct calls with businesses. Conduct a thirty (30) minute phone call with business owners that did not provide feedback through the survey or attendance at virtual meetings. Prepare written notes on each call to be incorporated into database described in separate task.
- In-Person Meetings. Schedule and meet with up to eight (8) business owners to discuss specific constraints and potential mitigation measures that would reduce impacts following City review of the 60-percent design documents described in Task 8. A City representative will attend and lead each meeting with the Public Outreach Lead in attendance to capture written notes to summarize key findings. Coordinate

with City to confirm the list of business owners to be met with, but it is anticipated that the following businesses will be included:

- Grocery Outlet
- Chevron
- Shell
- McLoughlin Place Senior Living
- AFC Urgent Care
- Safeway
- Texaco
- Walgreens

Deliverables:

- (1) Electronic draft and final mailer in *.pdf
- (2) Electronic draft and final survey content in Microsoft Word format
- (3) Electronic draft and final virtual meeting presentation in Microsoft PowerPoint format
- (4) Electronic notes from virtual meetings, direct calls and in-person meetings with businesses in Microsoft Word format

Assumptions:

- (1) Up to 65 businesses along Molalla Ave will be sent a mailer, WSC will provide an electronic version of the mailer and addresses, and City will conduct the printing, mailing and postage.
- (2) Online survey will be provided through a third-party provider with links made available through the City website and/or provided in mailers using QR codes.
- (3) City staff will lead all virtual meetings and will attend and lead all in-person meetings.
- (4) City will provide the format and technical support necessary for hosting virtual meetings.
- (5) Up to one-third of business owners, or approximately 22 businesses, will require a follow-up telephone call in an attempt to populate the database with missing information.
- (6) Up to eight (8) in-person meetings with businesses will be held.

1.4 Meet with Stakeholder Groups

Following the completion and City review of 60-percent design documents described in Task 8, general public outreach will commence to provide information about the proposed project.

Mailers, open-house meetings, and attendance at active stakeholder group meetings will be used to disseminate project information and encourage feedback prior to bidding the project.

The following tasks are included:

- General Public Mailer. Prepare a draft one- to two-page mailer targeted for providing project information to the general public and to residential neighbors to the project

alignment including an invitation to open-house public meetings, a link to the City website that will be used to convey project updates, and a link to subscribe to text or email updates from the City. Following receipt of City comments on the draft mailer, a final mailer will be provided for the City to print and mail.

- Open-house Meeting Support. Provide draft materials to be used for two general open-house public meetings, to be provided at different times of day and on different dates, to provide project information to the general public. Review draft materials with City and incorporate comments into a final version. City staff will organize and lead the open-house meetings. The Consultant Public Outreach Lead will attend each meeting to provide support and to take notes.
- Stakeholder Meeting Support. Update presentation materials from the open-house public meeting based on public comments received during the open-house for subsequent use in communicating about the project to active stakeholder groups.

Deliverables:

- (1) Electronic draft and final general public mailer in *.pdf
- (2) Electronic draft and final open-house meeting presentation in Microsoft PowerPoint format
- (3) Electronic update of open-house meeting presentation for use in stakeholder meetings in Microsoft PowerPoint format
- (4) Electronic notes from open-house meetings in Microsoft Word format

Assumptions:

- (1) One open-house meeting will be held in person in Oregon City, at a location to be determined, and one will be held virtually.
- (2) City will provide the format and technical support necessary for hosting both virtual and in-person open-house meetings.
- (3) City will lead and attend meetings with active stakeholder groups and Consultant attendance will not be necessary.

1.5 Updates During Construction

During the construction phase of the project, written and graphic content will be provided to the City for use on the City website to communicate project information and status. The following tasks are included:

- Initial Project Description. Provide draft written and graphic content for posting on the City website to convey information about the project. Following receipt of City comments on the draft materials, a final version of the written and graphic content will be prepared for posting.
- Periodic Updates. At significant project milestones during the course of the project, WSC will provide a draft update to the project description with key upcoming activities and status of the work. Following receipt of City comments on draft updates, a final version will be prepared for posting.

Deliverables:

- (1) Electronic draft and final initial project description in *.pdf
- (2) Electronic draft and final project updates in *.pdf

Assumptions:

- (1) Initial project description will be limited to two- to three-pages of written content and up to two graphics to depict the project extents and activities.
- (2) Assume that up to ten (10) updates will be provided, requiring 4 hours of effort to create, over the course of the project construction.

Task 2 Survey-Mapping

2.1 Topographic Survey

A topographic survey and base map will be prepared for the preferred project alignment based on a field survey by the Surveyor. The survey extents will extend from edge of right-of-way to edge-of-right of way starting 100 feet south of the intersection of Molalla Avenue and Beaver Creek Road and running north along Molalla Avenue to Mountain View Street, then turning down Mountain View Street for 300 feet. The survey will also include a pre-construction survey as required by Clackamas County to identify and document monumentation ahead of construction. A post-construction survey is included as part of Task 11 Construction Phase Services. The topographic survey includes the following tasks:

- Notifications. Prepare a Survey Notification Letter and mail it to adjacent property owners.
- Traffic Control. Engage a local certified flagging company to provide traffic control for survey work within Molalla Ave and Mountain View Street. The traffic control plan will be reviewed with Oregon City Development Desk for approval prior to conducting field survey work.
- Set Controls. Establish horizontal and vertical control points, including the establishment of primary control monuments and maintaining line of sight throughout the entire survey limits. Where control points are established, they will be located outside of planned work zones, so they are available during construction.
- Field Survey. Survey existing surface features within the survey limits with elevations consistent with the vertical datum including, but not limited to, the following:
 - Face of buildings
 - Fences
 - Utilities, including locate markings provided by utility owners, and identifications such as numbers shown on power and/or telephone poles, vault tags, telephone pedestals (also known as risers), cabinets, meters, fences or screened enclosures for gas regulators, and sanitary sewer pump stations.
 - Ditches
 - Driveways

- Structures
- Culverts
- Trees with diameter at chest height greater than 8-inches
- Signs
- Centerline and edge of pavement
- Traffic striping
- Sanitary sewer and storm sewer manhole rim elevation, and depth to invert of all pipes connected to each manhole, including pipe diameter, orientation of connection to manhole (i.e., north, southwest, etc.), and pipe material
- Storm sewer catch basins, sedimentation manhole, and dry well rim and/or grate elevations, depth to bottom of sump, depth to invert of all pipe connected, including pipe diameter, orientation of connection, and pipe material.
- Top of actuator nut on water main valves to determine approximate depth.
- Measure vertically the lowest wires that cross street or road intersections and calculate a true elevation of those wires. DOWL shall note this in the field notes and survey base map.
- Utility Locates. Gather the field data necessary to show utility locations in the base mapping for the roadway design. A request will be made for underground utilities to be marked in the field (known as “field locates”) within the immediate Project area as identified using the statewide “One-call” utility notification system and submittal of a “pre-survey” locate request. All utility operators with buried facilities subscribe to the One-Call system (OUNC-Oregon Utility Notification Center). When surveying marked lines, DOWL will record in the field notes the utility ownership when describing the line data points. DOWL shall tie all non-tangent markings (i.e., survey shots shall be of sufficient frequency to accurately record each facility’s alignment and deviation). DOWL shall indicate aerial line alignments by rotating cell elements for poles, such that the small line that bisects the square or round symbol is arranged to the wire alignment.
- Create a Digital Terrain Model (DTM). DTM shall depict the actual surface shape in each section. DOWL shall gather topographic data for this Project by techniques consistent with preparing a DTM. DOWL shall use a combination of survey data at break lines, features, and spot locations to develop the DTM model. DOWL shall perform the topographic survey to establish the configuration of the ground and the location of natural and man-made objects.
- Establish Confidence. Collect confidence points with the intent to verify surface modeling within triangles created during development of the DTM surface, striving for intervals of no greater than 200 feet. DOWL shall collect confidence points over the DTM at approximately two percent (2%) to five percent (5%) of total contourable points. DOWL shall produce a confidence report to verify the accuracy of the DTM.
- Right-of-Way Research. Perform right-of-way research (surveys, plats, deeds, etc.) to locate existing monuments and to resolve existing roadway centerlines and right-of-

way lines within the project limits. Obtain Lot Book Reports for each of the properties adjoining Molalla Avenue. Assumed Fifty (50) properties. Resolve the existing centerline and right-of-way lines for Molalla Avenue and OR 213. Existing side street centerline and right-of-way lines will not be resolved, as necessary, in the project areas. Existing property lines will not be resolved, but will be calculated from survey and deed records, as necessary. Parcel tax lot ID numbers, owner names, property addresses (if applicable), existing property lines (entire property), and existing right-of-way lines will be compiled on a right-of-way map.

- Pre-Construction Survey. Perform a field survey of existing monuments subject to disturbance by the project or needed to resolve existing right-of-way lines. If the initial search is inconclusive, a second search will be made utilizing coordinates calculated from nearby found monuments and/or additional measurements. DOWL shall survey at least one Public Land Survey System (PLSS) corner tie for ROW descriptions and future filing of the survey. Prepare a pre-construction record of survey to show the existing centerlines and right-of-way lines to document the factors pertaining to resolution of centerline and right-of-way lines, and to show control established. This survey will also dimension the location of monuments that may be disturbed by construction. The survey will conform to ORS 209.155 and ORS 209.250. The units will be in International Feet and the record of survey will be filed with the Clackamas County Surveyors Office.

Deliverables:

- (1) Electronic ASCII file with reference control points
- (2) Electronic scan of field notes in *.pdf
- (3) Electronic survey notification letter in *.pdf
- (4) Electronic survey base map & DTM in AutoCAD v2018 format
- (5) Electronic confidence point report in *.pdf
- (6) Electronic pre-construction record of survey in *.pdf

Assumptions:

- (1) No permit fees or application will be necessary for field survey other than a City review of traffic control measures
- (2) Survey extents are from right-of-way to right-of-way
- (3) City will provide access to manholes and valve boxes as necessary to collect utility invert and depth of pipe data
- (4) The Oregon Coordinate Reference System – Portland Zone using horizontal datum of NAD 83 (2011) Epoch 2010.00 and vertical datum of NAVD 88 (Geoid 12A) Epoch 2010 are assumed.
- (5) Filing fees for pre-construction survey with Clackamas County will be paid by City

Task 3 Archeological/Cultural Review

The Archeological Lead will conduct a reconnaissance level survey to assess the need for archeological permitting and monitoring during construction. The need for monitoring during construction is not currently understood and will be included as an Owner directed task based on recommendations from the reconnaissance level survey.

3.1 Reconnaissance Level Survey

The Archeological Lead will conduct research to evaluate the potential of a significant archeological resource being adversely affected by the project. Field observations of geotechnical borings described in Task 4 will be the only field investigations conducted prior to preparing a Phase 1 Archeological Survey Report with recommendations for field monitoring during construction. The following tasks are included:

- Archival Research. Perform archival research to evaluate the probability of a significant archeological resource being adversely affected by the project including the following sources:
 - State Historic Preservation Office archeological database
 - Historical maps such as General Land Office maps
 - Early aerial photographs
- Monitor Geotechnical Borings. Monitor aspects of geotechnical field survey, including field observation of borings and ground penetrating radar surveys
- Phase 1 Archeological Survey Report. Prepare a draft Phase 1 Archeological Survey Report that includes the results of the archival research, describes the geotechnical survey observations, and presents recommendations regarding further archaeological investigation within the project area. Review city comments and conduct a review meeting to confirm resolution prior to preparing a final version of the report.

Deliverables:

- (1) Electronic draft and final Phase 1 Archeological Survey Report in *.pdf

Assumptions:

- (1) For the archival research, an area extending approximately one-mile outwards in all directions from the project area is assumed for limiting the extents of work.
- (2) No additional field survey will be required to complete the Phase 1 report. If archival research and/or geotechnical field survey observations indicate a need for additional field survey to complete a Phase 1 report, a scope and level of effort will be prepared for City review as an amendment.
- (3) Additional projects that are part of the overall WIFIA loan package are believed to be in locations with historical use that differs enough from Molalla Ave that a separate reconnaissance level survey will be necessary and the reconnaissance level survey in this project will not be sufficient to cover the overall program.

3.2 Archeological Permitting

An archeological permit and Inadvertent Discovery Plan (IDP) are anticipated to be necessary for the project and will be prepared following the completion of the reconnaissance level survey described in the previous task. The following tasks are included:

- Archeological Excavation Permit Application. Prepare a draft application for an Archeological Excavation Permit from the State Historic Preservation Office (SHPO) and provide to the City for review. Incorporate City comments into a final application to be submitted to SHPO on behalf of the City.
- General IDP. Prepare a draft general Archeological IDP in accordance with state guidelines and requirements that can be used for the project, as well as for other planned transmission main projects that are part of the overall WIFIA loan package. Incorporate City comments on the draft Archeological DIP into a final version.

Deliverables:

- (1) Electronic draft and final Archeological Excavation Permit Application in *.pdf
- (2) Electronic draft and final Archeological IDP in Microsoft Word format

Assumptions:

- (1) City will pay for any permit application fees required for the archeological excavation permit.
- (2) An Archeological IDP will be capable of describing necessary guidelines and procedures in a general manner so that it can cover other projects included in the overall WIFIA program
- (3) The Archeological IDP will be an appendix to the Excavation Permit application

Task 4 Geotechnical and Field Investigations

The geotechnical and field investigations will include field collections of borings, ground penetrating radar, and soil resistivity testing to inform the design phase of the project. A geotechnical design report will be provided with recommendations.

4.1 Geotechnical Investigation

The Geotechnical Lead will develop an Exploration Work Plan (EWP) for review with the City to plan and coordinate subsurface borings along the proposed pipeline alignment. Borings will be conducted in accordance with the EWP and findings will be shared with the City. The following tasks are included:

- Data Review. Review available geologic, groundwater, subsurface and geologic hazard information along the proposed pipe routes, including published maps and previous borings or subsurface information within the City's and Geotechnical Lead's files.
- Site Visit. Perform a reconnaissance level site visit to assess existing conditions, mark boring locations, and calling for utility locates to confirm locations are feasible.

- Exploration Work Plan (EWP). Prepare an EWP to describe field explorations to be performed, including a health and safety plan, sampling plan, and traffic control plan, for review by design team and City.
- Field Work and Laboratory Analysis. Conduct the following geotechnical exploration and laboratory testing program:
 - Borings will be advanced with a drill rig capable of performing SPT sampling and asphalt core samples will be performed at each boring location.
 - Perform laboratory analyses to provide data on the physical characteristics and identification of subsurface materials including standard classification tests, water content, Atterberg limits, and gradation analysis.
 - Compaction tests and corrosivity testing of the native material are not included as the new pipeline will use imported granular material for pipe bedding and backfill
 - Review draft field logs and samples and develop boring logs using GINT software.

Deliverables:

- (1) Electronic draft and final Exploration Work Plan in *.pdf
- (2) Electronic boring logs and laboratory analysis reports in *.pdf

Assumptions:

- (1) Standard traffic control plans from the Oregon Temporary Traffic control Handbook will be acceptable for City approval, no site-specific traffic control plans will be required, and no permit fees are required by the City for field work within Molalla Ave.
- (2) Up to eight (8) borings will be collected to a depth of ten (10) feet below ground surface. The exact number and depth of borings will be determined as part of the Exploration Work Plan.
- (3) No below ground obstructions, such as buried concrete panels, rocks, or other objects will impede the ability to collect borings to the desired depth.
- (4) No contaminated soil will be encountered and excavated soil can be disposed of at a facility that accepts clean fill.
- (5) No rock coring will be required.
- (6) Davis-Bacon, or other non-standard wage considerations will not apply to drilling work that is supporting design

4.2 Ground Penetrating Radar

Ground penetrating radar (GPR) will be used to survey cross-sections of the Molalla Ave right-of-way to locate the approximate extents of any buried concrete panels from the old farm to market road. Information from the GPR survey will be used to convey the approximate locations of subsurface concrete to bidders in the design documents. The following tasks are included:

- GPR Survey. A geophysical survey would be performed at cross-sections approximately every 50 feet along the alignment. Field survey work would be conducted at night to minimize traffic impacts.
- GPR Report. Findings from the geophysical survey will be provided in a brief report to summarize locations and depths of potential buried concrete panels.

Deliverables:

- (1) Electronic GPR Report in *.pdf

Assumptions:

- (1) Standard traffic Davis-Bacon, or other non-standard wage considerations will not apply to GPR work that is supporting design

4.3 Geotechnical Design Report

The Geotechnical Lead will oversee the preparation of a Geotechnical Design Report (GDR) that includes interpretation of data obtained in previous tasks and recommendations for the transmission pipeline design. The GDR will be prepared in parallel with the design and will be completed prior to the preparation of 90-percent design documents so that recommendations can be reflected within the technical specifications and design details. The following tasks are included:

- Geotechnical Analysis. Data will be collected and engineering evaluations will be performed that will lead to the preparation of conclusions and recommendations concerning the following:
 - Physical properties and characteristics of the subsurface soils including pavement and base rock thickness and depth to bedrock, if encountered at boring locations, including groundwater levels, and perched groundwater.
 - Presence and potential extents of fill material versus native soils
 - General excavation methods and types of shoring system – specific approach and design by construction contractor;
 - Assessment of groundwater control and types of groundwater control methods;
 - Subgrade preparation and pipe bedding;
 - Trench backfill.
- Draft GDR. A draft Geotechnical Design Report will be prepared presenting the results of various field, laboratory and office studies, and conclusions and recommendations for review and comment
- Final GDR. A final Geotechnical Design Report will be prepared addressing and incorporating any City review comments.

Deliverables:

- (1) Electronic draft and final GDR Report in *.pdf

Assumptions:

- (1) No trenchless pipeline installation will be included in the project and thus will not be covered in the report.
- (2) The pipeline is located outside of areas with elevated slope stability or seismic liquefaction risk.

4.4 Cathodic Protection

To assess the potential for corrosion of the buried water transmission main, resistivity testing will be conducted by the Cathodic Protection Lead within the soils along the alignment. Results of the resistivity testing will be summarized in writing along with recommendations for cathodic protection of the pipeline. Resistivity testing will be completed prior to the preparation of 90-percent design documents so that recommendations can be reflected within the technical specifications and design details. Tasks include the following:

- Field Resistivity Testing. Norton Corrosion shall perform soil resistivity testing along the preferred pipeline alignment, and review findings from the geotechnical investigations in Task 2.1 to assess the corrosive potential of the soils.
- Stray Current Research. Request and review information on potential stray current sources along the alignment including the potential for impressed current cathodic protection systems on other utilities.
- Recommendations. Provide recommendation for preferred cathodic protection system(s) including preliminary sizing of facilities and estimated construction costs.

Deliverables:

- (1) Electronic written recommendations for cathodic protection in email format

Assumptions:

- (1) Soil resistivity will be conducted outside of the paved roadway in landscaping areas and will not require traffic control.
- (2) No significant stray current sources are anticipated to be present within the pipeline alignment.

Task 5 Environmental Review

5.1 Hazardous Materials Corridor Study

To assess the potential for contaminated soils along the pipeline alignment, the Environmental Review Lead will conduct a Hazardous Materials Corridor Study (HMCS). The HMCS will provide a summary of research and database review and will provide recommendations for additional soil sampling, if necessary, to characterize soils and determine appropriate disposal methods. Phase II soil sampling is not anticipated to be necessary, but if findings in the HMCS lead to a recommendation for sampling, a scope of work and fee estimate would be developed as an owner directed task. The HMCS will commence following the Kick-off Meeting and will be completed prior to the 30-percent design so that findings can be considered during alignment development. The following tasks are included:

- Site Visit. Conduct a site reconnaissance to identify potential sources of contamination that could impact construction in accordance with the Hazardous Waste guide for Project Development by the AASHTO Special Committee on Environment, Archeology and Historic Preservation.
- Research. Review available federal and state environmental databases to identify sites that could potentially impact the project. Research and database review will be limited to properties immediately adjacent to the right-of-way along the proposed pipe alignment.
- Assess Need for Sampling. Assess whether soil sampling is required to determine if the corridor meets DEQ's clean fill screening levels for contaminants of concern. For fee estimating purposes, it is assumed that no Phase II sampling will be required however an optional task has been included to provide additional sampling if necessary.
- Draft HMCS. Prepare one Draft Hazardous Materials Corridor Study (HMCS) report for all proposed work that may include ground disturbance along Molalla Avenue, including a summary of research and database review, and recommendations for further investigation, if necessary.
- Final HMCS. Incorporate comments into a Final HMCS report.

Deliverables:

- (1) Electronic draft and final HMCS report in *.pdf

Assumptions:

- (1) Project extents for database research will be limited to properties immediately adjacent to the right-of-way along the pipeline alignment.
- (2) No Phase II sampling is anticipated to be necessary, but if the HMCS identifies a significant risk of encountering contaminated soils or groundwater during transmission main construction, a proposal for additional sampling will be developed.

Task 6 Utility Coordination

Utility coordination will consist of two steps; utility research to gather information on existing buried utilities to assess the potential for a conflict, and field subsurface utility exploration (SUE) to confirm if conflicts exist.

6.1 Utility Research

The utility research will consist of outreach to existing utility owners to obtain records, showing utility locations on existing plans to confirm locations, and working with utilities to resolve potential conflicts. The initial utility research will commence after the project kick-off meeting and continues through the detailed design. Draft utility letters will be provided for City review and comment prior to sending to utility owners. The following tasks are included:

- Utility Coordination Log. Following the initiation of a utility location ticket through the Oregon Utility Notification Center as described in Task 2 Topographic Survey, a utility coordination tracking log will be developed to identify potential underground utility owners along the alignment and the appropriate contact information. The utility coordination log will also be used to document the status and results of information requests and subsequent communications from utility owners.
- Initial Utility Letters. Initiate a written request, provided to each utility owner by email, for available record drawings or other documentation from existing utilities within the proposed alignment. A draft of each utility letter will be provided to the City for review and comment prior to sending. The initial utility letters will be sent in parallel with commencing field topographic survey. Obtain and review available record drawings from utility owners for use in depicting locations and depths of underground utilities on pipeline plan and profile drawings.
- Second Utility Letters. Upon completion of the 30-percent design described in Task 8, prepare a second set of written letters, delivered by email to each utility owner, and provide a set of 30-percent design plans for review and confirmation of utility locations relative to the proposed transmission main alignment. A draft of each second utility letter will be provided for City review and comment prior to sending.
- Utility Conflict Log. Following the completion of the 30-percent design drawings for the pipeline, including available information from utility field locates and record drawings, prepare a utility conflict log with an entry for each anticipated utility crossing along the alignment, indicating one of the following status entries for each location:
 - No conflict exists
 - Potential for conflict exists and further subsurface utility exploration is needed
 - Conflict exists and coordination with utility will be required to resolve
- Third Utility Letters. Following preparation of 60-percent design drawings with pipeline profile, prepare a third set of written letters, delivered by email to each utility owner along with a set of 60-percent design plan and profile plans for review and confirmation of potential conflicts, or lack thereof. Where potential conflicts exist, a request for owner field verification will be made. A draft of each third utility letter will be provided for City review and comment prior to sending. Coordination with utility owners will determine if subsurface utility exploration by the Consultant will be necessary.
- Relocation Request Letters. Following subsurface utility exploration indicating a conflict does exist, a final set of written letters, delivered by email to utility owners with confirmed conflicts, will request a relocation of the conflicting utility per the City's franchise agreement and a proposed schedule for the relocation. A draft of each relocation request letter will be provided for City review and comment prior to sending.

Deliverables:

- (1) Electronic draft and final first, second, and third utility letters in *.pdf
- (2) Electronic draft and final relocation request letters in *.pdf
- (3) Electronic utility conflict log along with each design deliverable in Microsoft Excel format

Assumptions:

- (1) Utility letters will only be necessary for non-City owned utilities and limited to electrical power, natural gas, and communications.
- (2) Any relocation of a utility, if necessary, will be designed and managed by the utility owner and will not be included as a design task under this contract.

6.2 Subsurface Utility Exploration

To confirm potential utility conflicts, the Subsurface Utility Exploration (SUE) Lead will conduct potholing to determine the depth, size, and material for select buried utilities. Traffic control plans will be prepared and reviewed with the City prior to conducting SUE in the field. The following tasks are included:

- Potholing Plan. Develop a potholing plan following 60-percent design to identify critical SUE locations where a risk of potential conflict exists, as identified in the utility conflict log and confirmed by utility owners. A draft SUE plan will be submitted to the City for review and comment. A final SUE plan will be developed to incorporate City comments and will serve the basis for developing traffic control plans.
- Traffic Control Plan. Prepare a traffic control plan for each potholing location and confirm plans are acceptable with City Development Desk prior to conducting field activities. Assume that potholing can be completed during daytime working hours and night-work is not required.
- Field Investigations. Using a modified vactor truck, the SUE Lead will core pavement and vacuum excavate an approximate 12-inch diameter hole to locate underground utilities identified in the Potholing Plan. The SUE Lead will coordinate with the utility owners for assistance in location prior to potholing. Each pothole will be backfilled in accordance with City standards upon completion.
- SUE Report. Prepare a SUE report for each pothole location with documentation of field location efforts, depth to utility, diameter and pipe material type. A separate report will be prepared for each pothole location.

Deliverables:

- (1) Electronic draft and final Potholing Plan
- (2) Electronic SUE Reports in *.pdf

Assumptions:

- (1) Up to 10 potholes will be performed during design phase. The potholing quantity is based on the assumption that the proposed transmission main and distribution pipe replacements will be located in the center turn lane of Molalla Ave which appears to

be free of utilities, and that elevations will be surveyed for all sewer and storm drain crossing inverts at upstream and downstream manholes and top of valve actuators in valve boxes for all water main valves along the alignment.

- (2) Potholing is anticipated to be limited to natural gas and locations where exact depths or horizontal locations are necessary to confirm a conflict does not exist.
- (3) Field investigations will be conducted during daytime hours and will not require night or weekend work.

Task 7 Permitting and Property Acquisition

The proposed alignment is anticipated to disturb more than one acre for construction of the pipelines and a 1200-C permit will be required with the Oregon Department of Environmental Quality (DEQ). A review of the City GIS files indicates that the edge of right-of-way is set back from the back of sidewalk on one side of Molalla or the other for most of the alignment, and the need for property acquisition is not anticipated, however an optional task has been included to provide for the acquisition of three temporary construction easements that can be included as an Owner option if necessary.

7.1 Oregon Dept. of Environmental Quality 1200-C Permit

An application for an Oregon DEQ 1200-C Permit will be prepared, including a complete set of Erosion and Sediment Control Plans (ESCPs) indicating the Best Management Practices (BMPs) to be used by the Contractor during construction. The tasks include the following:

- Permit Application. Upon completion of the ESCPs as part of the detailed design, a 1200-C Permit Application Form and Land Use Compatibility Statement (LUCS) will be prepared for submittal to DEQ. A draft application will be provided for City review and comment prior to submittal to DEQ.
- Review Meeting. Following receipt of comments from DEQ, if necessary, a review meeting will be scheduled to discuss and resolve any comments prior to resubmittal of the ESCPs.

Deliverables:

- (1) Electronic draft and final 1200-C Permit Application

Assumptions:

- (1) The City will assist in gaining signatures for the LUCS and will pay the permit application fees required by DEQ
- (2) No known contamination exists along the alignment that would require preparation of an Environmental Management Plan.
- (3) City has the ability to self-review water improvement plans on behalf of the Oregon Health Authority and no plan review will be necessary.
- (4) No additional property acquisition will be required for the pipelines or appurtenances.

Task 8 Design

The design will include an alignment alternatives analysis, followed by 30-, 60-, and 90-percent design deliverables with increasing amounts of detail provided for City review and comment. The scope of work assumes the transmission pipe will be approximately 4,600 linear feet of 24-inch diameter pipe, and distribution piping replacements will include 2,400 of 8-inch diameter pipe.

8.1 Alignment Alternatives Analysis

The alignment alternatives analysis will focus on the northern portion of the alignment from the Mountain View Pump Station to the intersection of May Street and Molalla Ave where there are three potential alternatives. Alignment selection criteria will be developed with the City and used to evaluate each alignment alternative. A workshop with City staff will review the results of the evaluation and confirm the recommendation for a preferred alignment alternative. The evaluation will be documented in a brief Technical Memorandum. The following tasks are included:

- Alignment Criteria. Prepare preliminary alignment criteria for discussion and review in preparation for the alignment analysis.
- Alignment Analysis Workshop. Prepare exhibits for each alignment alternative and rank each based on the alignment criteria. Prepare agenda and a ranking matrix for an Alignment Analysis Workshop to discuss the alignment and crossing alternatives and determine the recommended option. The workshop will be attended by the PM, Project Engineer, Traffic Control Engineer, and Construction Manager.
- Tech Memo. Prepare a draft TM summarizing the alignment analysis and recommendations for review by City. Finalize TM to incorporate comments on the draft TM.

Deliverables:

- (1) Electronic draft and final Alignment Alternatives Technical Memorandum in *.pdf

Assumptions:

- (1) The City will provide staff for participation in the workshop, with exact attendance to be determined in the future.
- (2) Alignment analysis workshop will occur in-person at a City building to be determined later and will be up to 2 hours in duration.

8.2 30-Percent Design

The primary goal of the 30-percent design will be to get feedback and confirm the horizontal alignment of the transmission and distribution main replacement pipelines within the project alignment. The following tasks are included:

- Plans. Using the survey base map, the design team will prepare detailed design plan and profile drawings for use in the construction of the pipeline alignment. When

completed, plans will show the horizontal alignment and profile of the watermain, existing road surface, and other key features in addition to locations of tees, bends, gate valves, blow-off valves, air release/vacuum valves, meters, hydrants, and other incidental appurtenances. A preliminary list of anticipated drawings is provided as Attachment A to this scope of services. For the 30-percent design deliverable, only pipeline plan and profile drawings and preliminary traffic control plans will be provided. The pipeline plans will indicate the alignment and stationing for pipelines with profile showing the ground surface elevations only and will include available underground utility information to indicate potential conflicts. Preliminary traffic control plans will be provided to begin discussion with the City regarding daytime or night-time work and to confirm horizontal location of the alignment is acceptable.

- Details. Details will not be included in the 30-percent design, but a list of anticipated standard City details will be included and a preliminary detail sheet count will be provided.
- Technical Specifications. A list of anticipated technical specifications for the project will be included.
- Estimate. Prepare an engineer's estimate of probable construction costs with appropriate contingencies for a 30-percent design.
- Design Deliverable. A 30-percent design deliverable will be provided for City review and comment. Plans will be provided both in electronic *.pdf format as well as two (2) full-size 22"x34" hard copies. An internal review of the deliverable will be completed for consistency, technical feasibility, and constructability with comments addressed and reflected in the deliverable provided to the City.
- Review Meeting. Upon receipt of City review comments, a response to comments table will be prepared to include each City review comment and the proposed design team response and resolution. A 30-percent review meeting will be conducted with City staff, to review specific comments that require further discussion to confirm a mutually acceptable resolution.

Deliverables:

- (1) Electronic 30-percent design plans in *.pdf
- (2) Two sets of full-size 22"x34" hard copies (or roll maps) of 30-percent design plans
- (3) Electronic list of anticipated technical specifications and details in *.pdf
- (4) Electronic engineer's opinion of probable construction costs in Microsoft Excel format
- (5) Electronic response to comments log in Microsoft Excel format

Assumptions:

- (1) Plan and profile drawings will be prepared using a scale of 1-inch equals 20 feet horizontal and 1-inch equals 5 feet vertical, or roughly 400 linear feet of alignment per 22" x 34" drawing.

- (2) Plans for 30-percent design will be limited to only include title sheet, general notes, plan and profile drawing sheets, and preliminary traffic control drawings. Vertical profile portion of plans will only include ground surface elevation at 30-percent and no piping will be shown.
- (3) Design review meeting will be held in-person at City offices, with location to be determined, and will be attended at a minimum by PM and Construction Manager. City staff attendance will be determined by City PM. Meeting will be 2 hours in duration.
- (4) City will provide a table with all review comments one week prior to design review meeting and will address conflicting and duplicate comments prior to sending.

8.3 60-Percent Design

The primary goal of the 60-percent design will be to get feedback and confirm the vertical alignment of the transmission and distribution main replacement pipelines, including the locations of air relief valves, blow-offs, and other appurtenances. The following tasks are included:

- Plans. The plans described in the previous task will be updated to incorporate approved resolutions to City comments and to add design elements for pipeline profiles as well as preliminary details for appurtenances that are necessary to demonstrate the operability of the pipelines. A preliminary list of anticipated drawings is provided as Attachment A to this scope of services.
- Technical Specifications. A full set of technical specifications for the project will be provided, with highlighted sections to indicate where additional work will be required prior to the next design deliverable.
- Estimate. The engineer's estimate of probable construction costs will be updated to reflect quantities and project elements identified in the 60-percent design plans and specifications.
- Design Deliverable. A 60-percent design deliverable will be provided for City review and comment. Plans will be provided both in electronic *.pdf format as well as two (2) full-size 22"x34" hard copies. An internal review of the deliverable will be completed for consistency, technical feasibility, and constructability with comments addressed and reflected in the deliverable provided to the City.
- Review Meeting. Upon receipt of City review comments, a response to comments table will be prepared to include each City review comment and the proposed design team response and resolution. A 60-percent review meeting will be conducted with City staff to review specific comments that require further discussion to confirm a mutually acceptable resolution.

Deliverables:

- (1) Electronic 60-percent design plans in *.pdf
- (2) Two sets of full-size 22"x34" hard copies of 60-percent design plans

- (3) Electronic technical specifications book in *.pdf
- (4) Electronic engineer's opinion of probable construction costs in Microsoft Excel format
- (5) Electronic response to comments log in Microsoft Excel format

Assumptions:

- (1) Plans for 60-percent design will include all drawings with the exception of pavement restoration and ESCP sheets. Some details will be provided with placeholders for project-specific details that will be provided at 90-percent design.
- (2) A full set of technical specifications will be provided with notation of specifications that are still in progress and will not be ready for a detailed City review until 90-percent design.
- (3) Design review meeting will be held in-person at City offices, with location to be determined, and will be attended at a minimum by PM and Construction Manager. City staff attendance will be determined by City PM. Meeting will be 3 hours in duration.
- (4) City will provide a table with all review comments one week prior to design review meeting and will address conflicting and duplicate comments prior to sending.

8.4 90-Percent Design

The 90-percent design is effectively a complete draft of the final design. The goal of the 90-percent deliverable will be to get feedback on detailed aspects of the work and conformance with City standards and preferences. The following tasks are included:

- Plans. The plans described in the previous task will be updated to incorporate approved resolutions to City comments and to add detailed design elements for pipeline plan and profiles and the full set details for appurtenances that are necessary to demonstrate the operability of the pipelines. A preliminary list of anticipated drawings is provided as Attachment A to this scope of services. Plans will be provided for pavement restoration, erosion and sediment control plans, traffic control plans, and cathodic protection details.
- Technical Specifications. A full set of draft technical specifications for the project will be provided for City review. Major revisions or additions from the 60-percent design deliverable will be indicated for focused City review.
- Draft Bid Book. An updated version of the City's standard front-end documents will be provided to constitute a complete draft of the bid book.
- Estimate. The engineer's estimate of probable construction costs will be updated to reflect quantities and project elements identified in the 90-percent design plans and specifications.
- Site Walk. A final site-walk will be conducted to confirm that the 90-percent design reasonably reflects existing conditions along the pipeline alignment.

- Design Deliverable. A 90-percent design deliverable will be provided for City review and comment. Plans will be provided both in electronic *.pdf format as well as two (2) full-size 22"x34" hard copies. An internal review of the deliverable will be completed for consistency, technical feasibility, and constructability with comments addressed and reflected in the deliverable provided to the City.
- Review Meeting. Upon receipt of City review comments, a response to comments table will be prepared to include each City review comment and the proposed design team response and resolution. A 90-percent review meeting will be conducted with City staff, to review specific comments that require further discussion to confirm a mutually acceptable resolution.

Deliverables:

- (1) Electronic 90-percent design plans in *.pdf
- (2) Two sets of full-size 22"x34" hard copies of 90-percent design plans
- (3) Electronic bid book and technical specifications in *.pdf
- (4) Electronic engineer's opinion of probable construction costs in Microsoft Excel format
- (5) Electronic response to comments log in Microsoft Excel format

Assumptions:

- (1) Design review meeting will be held in-person at City offices, with location to be determined, and will be attended at a minimum by PM and Construction Manager. City staff attendance will be determined by City PM. Meeting will be 3 hours in duration.
- (2) City will provide a table with all review comments one week prior to design review meeting and will address conflicting and duplicate comments prior to sending.

Task 9 Bid Documents

9.1 Prepare Bid Documents

Following completion of the 90-percent design review meeting, preparation of the bid documents will commence. A screen check set will be provided for City review to confirm that City design comments have been addressed. Final backcheck comments on the check set will be incorporated into a complete set of signed and sealed bid documents ready for advertisement. Tasks include the following:

- Plans. The plans described in the previous task will be updated to incorporate approved resolutions to City comments. A preliminary list of anticipated drawings is provided as Attachment A to this scope of services.
- Technical Specifications. A full set of draft technical specifications for the project will be provided.

- Bid Book. An updated version of the City's standard front-end documents will be provided to constitute a complete draft of the bid book. Items that will require update prior to advertisement, such as the date and time of pre-bid meeting, will be highlighted and flagged so they can be updated before finalizing the bid set.
- Estimate. The engineer's estimate of probable construction costs will be updated to reflect quantities and project elements modified based on City comments on the 90-percent design.
- Check-Set. A check-set deliverable will be provided for City review and comment. Plans will be provided both in electronic *.pdf format as well as two (2) full-size 22"x34" hard copies. Technical specifications and bid book will be assembled into an electronic *.pdf.
- Review Meeting. Upon receipt of City review comments, a response to comments table will be prepared to include each City review comment and the proposed design team response and resolution. A check-set review meeting will be conducted with City staff, to review specific comments that require further discussion to confirm a mutually acceptable resolution.
- Bid Documents. City comments will be incorporated into a complete set of bid documents. Plans will be signed and sealed by engineer of record with responsibility for each drawing sheet. Provide a signed and sealed set of electronic plans in *.pdf format (both half-size 11"x17" and full size 22"x34") for distribution to bidders. A fly sheet will be included with the technical specifications to indicate the professional engineer of record with responsibility for each section along with a seal and signature. A final engineer's opinion of probable construction costs will be provided.

Deliverables:

- (1) Electronic check-set and final signed and sealed design plans in *.pdf
- (2) Two sets of full-size 22"x34" hard copies of check-set design plans
- (3) Electronic bid books with technical specifications in *.pdf
- (4) Electronic engineer's opinion of probable construction costs in Microsoft Excel format
- (5) Electronic response to comments log in Microsoft Excel format

Assumptions:

- (1) Design review meeting will be held in-person at City offices, with location to be determined, and will be attended at a minimum by PM and Construction Manager. City staff attendance will be determined by City PM. Meeting will be 2 hours in duration.
- (2) City will provide a table with all review comments one week prior to design review meeting and will address conflicting and duplicate comments prior to sending.

Task 10 Bid Phase Services

10.1 Bid Phase Services

The Consultant will provide support to the City during the bid phase. Background information and answers to bidder questions will be provided at a pre-bid meeting. Written responses to bidder questions will be provided, and if deemed necessary, addenda will be issued to revise bid documents. Following the notice of intent to award, an updated set of contract documents will be issued that have been conformed to include addenda. The following tasks will be included.

- Pre-Bid Conference. Attend a mandatory pre-bid conference to review the project with prospective bidders.
- Response to Bidder Questions. Respond to questions from bidders regarding the bid documents and maintain a bidder question log. Proposed responses will be sent to the City PM for review prior to issuing to Contractor. All responses to bidder questions will be issued by the City.
- Addenda. Issue up to two (2) addenda for the purpose of clarification of bid documents, if necessary, to address bidder questions and/or clarify any discrepancies in the bid documents. A draft of each addenda will be provided to the City for review and comment. City comments will be incorporated into a final version of each addenda.
- Conformed Set. Prepare a conformed set of contract documents to incorporate any addenda into a clean set of plans, technical specifications, and bid book. A check set will be provided for City review with comments incorporated into a final conformed set.

Deliverables:

- (1) Electronic responses to bidder questions provided within bidder question log in Microsoft Excel format
- (2) Electronic draft and final addenda in *.pdf
- (3) Electronic check-set and final conformed set in *.pdf

Assumptions:

- (1) City will arrange for publication of project advertisement in appropriate media and cover advertisement costs.
- (2) City will distribute the contract documents (including addenda if necessary) to the appropriate plan centers and to prospective bidders, subcontractors, equipment suppliers and other vendors upon request, maintain a list of plan holders for distribution upon request, and will be the primary point of contact for bidders' inquiries.
- (3) Mandatory pre-bid conference will be held in-person at City offices, at a location to be determined, and will be organized and led by City staff.

- (4) No guided site walk or site visits will be included in the pre-bid meeting.
- (5) Each addendum is assumed to include up to 12 hours of engineering time and 4 hours of CAD drafting and will consist of a written addenda and up to one reissued drawing sheet.

Task 11 Construction Phase Services

Construction phase services will include both engineering support, construction management, and other specific services that are anticipated to be required to meet federal funding and local requirements.

11.1 Pre-Construction Conference

A pre-construction conference will be held with the successful Contractor and City staff. The following tasks are included:

- Agenda. Prepare an agenda for a pre-construction conference and coordinate with the City regarding the details for organizing.
- Pre-Construction Conference. Conduct the pre-construction conference and prepare a written summary for distribution to all attendees.

Deliverables:

- (1) Electronic draft and final conference agenda in *.pdf
- (2) Electronic meeting notes in *.pdf

Assumptions:

- (1) Pre-construction meeting will be held in-person at City offices and will be 2 hours in duration. Consultant PM, Construction Manager, and lead inspector will attend.

11.2 Engineering Services

Engineering services during construction will be provided to review submittals, respond to requests for information (RFIs), attend site visits if necessary to evaluate field modifications to the design, and to assist in resolving change orders for unforeseen project elements. Upon completion of the construction phase, record drawings will be prepared to capture Contractor and inspector notes for deviations from the bid plans. The following tasks are included:

- Submittals. Engineering review of shop drawings and other submittals prepared by the Contractor as required in the contract documents and provide review comments within 14 days of receipt.
- RFIs. Review and respond to RFIs from the Contractor with the goal of providing a response within five days of receipt, depending on the complexity of the RFI. Maintain a log to track the status of submittals and RFIs received from the Contractor.
- Site Visits. Project Manager and/or Project Engineer(s) will prepare for and attend periodic meetings at the construction site to address important issues that require

interpretation and/or coordination with the Contract documents, as requested by the City.

- Change Order Support. Engineering assistance in review of contractor change orders to the construction contract for unforeseen changes in conditions.
- Record Drawings. Prepare draft record drawings based on Contractor supplied red lines for review by City. Incorporate comments into a final set of record drawings for the project.

Deliverables:

- (1) Electronic submittal reviews and RFI responses in *.pdf
- (2) Electronic draft and final record drawings in *.pdf

Assumptions:

- (1) One (1) submittal is required for each technical specification, for a total of twenty-two (22) submittals and an additional five (5) resubmittals.
- (2) Up to ten (10) RFIs will be submitted by the Contractor that will require engineering response.
- (3) A total of five (5) onsite meetings will be attended, with each meeting attended by the Project Manager and the Project Engineer.
- (4) Up to two (2) change orders submitted by Contractor requiring engineering review.

11.3 Construction Management

Following the bid period and notice of intent to award, the Construction Manager will oversee construction and coordinate with the City to provide day-to-day construction contract administration and construction oversight. The Construction Manager will coordinate with the City PM to provide updates on progress and will review pay applications. Oversight of substantial and final completion and preparation of project close out documentation will be provided. The following tasks are included:

- Administration. Provide day-to-day construction contract administration of the construction contract as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures, the Non-field-Tested Materials Accepted Guide, the ODOT Inspector’s Manual, QCCS Handbook, Qualified Products List (“QPL”), the Contract Plans and Specifications, and this amendment, and including the following:
 - Issue First Notification when on-site construction work begins.
 - Monitor overall budget and costs included in the Project Construction Authorization
 - Monitor and evaluate the construction schedule and determine whether the Contractor is proceeding in a manner that will result in timely Project completion in conformance with the construction contract documents. If the Contractor is not proceeding in this manner, document the delay and determine and pursue the appropriate action
 - Review Contractor’s Request for Subcontract Consent

- Perform Labor Compliance monitoring
- Prepare, submit, and coordinate processing of Commitment Change Orders (CCOs) and Extra Work Orders (EWOs)
- Prepare, track, and submit to City billings from Contractor.
- Progress Reports. Prepare the monthly preliminary progress estimate for Contractor's work performed through the last working day of the month and submit the preliminary progress estimate to the City with Contractor invoice.
- Progress Meetings. Construction manager shall attend and participate in project progress meetings, including the Pre-Construction Conference, as well as activity specific technical kick-off meetings. Project progress meetings are assumed to be weekly during active construction with no more than two (2) consultant staff attending for up to thirty (30) meetings.
- Shop Drawings and Submittals. Construction manager shall administer shop drawing and submittal review, including the following activities:
 - Review shop drawings and working drawings submitted electronically and provide responses in accordance with technical specifications and contract documents
 - Process submittals in accordance with the ODOT Guide to Electronic Shop Drawing Submittal
 - Log and track each submittal to provide timely response and document when each is returned to the Contractor
 - Maintain as-submitted copies in project files
 - Include construction contract number on all submittals
 - Assumes a total of fifty (50) submittals and resubmittals (note that Construction Manager will also process submittals that do not require engineering technical review in addition to the quantity described in the previous task)
- RFIs. Provide processing and assistance in coordinating written responses to requests for information (RFIs). Assume a total of ten (10) RFIs will be submitted.
- Construction Monitoring. Provide on-site monitoring and inspection of construction including the following activities:
 - Providing a certified inspector on-site during critical times of construction to monitor and enforce conformance with contract documents
 - Monitor Contractor's quality control processes for compliance with contract requirements
 - Conduct environmental inspection site visits to monitor and document compliance with environmental permits and assess effectiveness of best management practices
 - Perform work zone monitoring as required by ODOT Construction Manual, ODOT Inspectors Manual, and contract documents
 - Monitor and enforce permit compliance and temporary traffic controls in accordance with approved traffic control plans

- Monitor Contractor completion and approval of necessary deliverables and submittals in conformance with contract documents
- Document all pay quantities for work and materials incorporated into the project
- Prepare General Daily Progress Reports for days when on-site monitoring is provided including photos of various construction activities. For budgeting purposes, one inspector is anticipated to be necessary for 40 hours per week for 26 weeks of construction activity.
- Environmental Compliance. Provide environmental compliance and mitigation monitoring, in addition to the activities described above for on-site monitoring and inspection, to include the following:
 - Assess compliance with project permits including the pollution control plan, erosion and sediment control plan, inadvertent discovery plan, and other environmental requirements
 - Identify deficiencies and potential permit compliance issues and provide guidance to aid in avoiding potential regulatory agency involvement or violations
 - Provide input and clarifications during construction activities to facilitate biological functioning as outlined in Project permits, based on the Project’s significant site rehabilitation measures (to offset Project impacts)
 - In the event that deficiencies are noted, Consultant’s Environmental Specialist shall immediately bring the deficiency to the attention of the CITY PM and recommend a corrective course of action to comply with environmental regulations, performance standards, and permit conditions
 - Review Contractor submittals for Temporary Water Management Plan, Pollution Control Plan, and Erosion and Sediment Control Plan for compliance with construction contract and permits
 - Conduct environmental inspection site visits and prepare brief construction environmental inspection report or monitoring memoranda summarizing site conditions and providing recommended measures to facilitate permit compliance and correct deficiencies. Assume up to six environmental inspection site visits.
- QC Program. Monitor the Contractor’s quality control (QC) program and perform the QCCS functions as defined in the QCCS Handbook including the following activities:
 - Review and monitor Contractor’s documentation for the quality of materials incorporated into the project
 - Verify that all materials furnished, inspected, and placed on the Project comply with the approved specifications.
 - Certify that the documentation confirms that all materials comply with Construction Contract requirements.
 - Identify and monitor Contractor’s quality control technicians and require proper and current certification(s) and require that proper testing frequencies and procedures are being followed. Monitoring must be done by staff experienced in all areas of

field testing and documentation and certified by ODOT's Technician Certification Program for the specific tests being monitored.

- Take appropriate action if Contractor's quality contract technicians do not have proper or current certifications or if proper testing frequencies and procedures are not being followed.
- Final Inspection. Complete interim and final on-site inspections and submit Project records required for final payment and acceptance, including the following activities:
 - Attend a review of Project at a time close to completion of on-site work
 - Attend a Final Inspection with Contractor and City within 15 days of receiving notice from the Contractor that all punch list items, final trimming, and cleanup have been completed
 - If additional construction items are identified, provide input to a punch-list of items to be completed by Contractor.
 - Once punch-list items have been completed, meet at Project site with City PM for a follow-up to final inspection
- Record Drawings. Monitor and review Contractor maintained records for as-constructed plans in conformance with City standards and contract documents and provide contractor's red-line record drawing markups.
- Final Documentation. Submit final project documents including all quality and quantity documentation.
- Conduct a post-construction survey and prepare a Survey Filing Map for delivery to Clackamas County Surveyor's office to recover and document that all monuments identified during the pre-construction survey are accounted for.

Deliverables:

- (1) Electronic responses to bidder questions provided within bidder question log in Microsoft Excel format
- (2) Electronic draft and final addenda in *.pdf
- (3) Electronic check-set and final conformed set in *.pdf

Assumptions:

- (1) City will arrange for publication of project advertisement in appropriate media and cover advertisement costs.
- (2) City will distribute the contract documents (including addenda if necessary) to the appropriate plan centers and to prospective bidders, subcontractors, equipment suppliers and other vendors upon request, maintain a list of plan holders for distribution upon request, and will be the primary point of contact for bidders' inquiries.
- (3) Mandatory pre-bid conference will be held in-person at City offices, at a location to be determined, and will be organized and led by City staff.

11.4 Post-Construction Survey

To comply with Clackamas County requirements, a post-construction survey will be performed by the Survey Lead. The following tasks are included:

- Post-Construction Survey. Conduct a post-construction survey and prepare a Survey Filing Map for delivery to Clackamas County Surveyor's office to recover and document that all monuments identified during the pre-construction survey are accounted for.

Deliverables:

- (1) Electronic draft and final post-construction survey in *.pdf

Assumptions:

- (1) Survey lead will set controls and right-of-way monumentation within 45 days of completion of construction.
- (2) Up to five monuments will require restoration following construction.

11.5 Archeological Monitoring

If a potential for encountering sites of cultural significance is identified during Task 3, field monitoring during trenching and excavation for pipeline installation may be required. An archeologist will be present on-site to oversee excavation and monitor for potential findings of significance. The following tasks are included:

- On-Site Monitoring. Provide on-site monitoring of trench excavations and other ground-disturbing activity by a staff archeologist.
- Documentation. Collect photos, documenting footage and location completed during each shift, and any significant findings within daily field notes to be compiled weekly and provided to the City.
- Report. Prepare a monitoring report including discussion of field activities and findings, including a map showing the areas monitored and photographs.

Deliverables:

- (1) Electronic daily field reports in *.pdf
- (2) Electronic draft and final monitoring report in *.pdf

Assumptions:

- (1) On-site monitoring will be provided for 40 hours per week over a total duration of 16 weeks to coincide with the trenching and installation of the water transmission main.

Optional Task 1 Owner-Directed Tasks

To account for the potential for additional work to conduct Phase II Environmental Site Assessment sampling and to acquire temporary construction easements, the following tasks are included but will not commence without owner direction.

01.1 Phase II Environmental Site Assessment

- If hazardous materials are anticipated to be encountered during excavation of the pipeline, a Phase II ESA may be necessary to characterize the nature and extent of contaminated soils. For fee estimating purposes, a budget of \$32,990 has been assumed but will require adjustment based on findings from the HMCS.

01.2 Easement Acquisition

- A review of the City GIS appears to indicate that for the majority of the alignment along Molalla Ave, the edge of right-of-way on one or both sides of the roadway is located such that there is space available beyond back of sidewalk for locating new water main appurtenances such as air relief valves, blow-offs, and fire hydrants. Design of the pipeline will strive to avoid any easements, however in the unforeseen event that an easement is unavoidable, support will be provided to the City for obtaining temporary construction easements.
- Prepare up to three (3) legal descriptions for the acquisition of temporary construction easements that may be necessary to complete the project. Descriptions will be based upon a description of roadway centerline, with stationing overcalls and offsets.
- Provide support to the City in providing recommendations regarding valuations for up to three (3) temporary construction easements (TCE's) that may be necessary to complete the proposed work. For fee estimate purposes, the City will determine the valuation of each TCE with UFS providing information on land and TCE values in the area for reference.
- Review up to three (3) properties that may be affected by the project as well as existing agreements the City has with the property owner or issues with the title. For fee estimate purposes, assume that the City will record easements and make payments to property owners.
- Conduct negotiations on behalf of the City, for right-of-way acquisition in accordance with City policies and Oregon law. Property owners will be met in person and presented offers if at all possible. If owners are out of the area, the offer will be mailed certified. The owners will be presented with written offers, copies of all documents to be signed and an explanation of the valuation information.
- Prepare documents for the offer package, present the written offers and copies of documents to be signed and provide notifications and documents accordingly to keep complete files for recording and payment and for the City documentation.

**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 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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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 provided that Consultant has been paid all undisputed amounts.

(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.

Upon payment to Consultant for all undisputed work, 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.

City agrees to indemnify, defend and hold the Consultant harmless from and against any claims or damages that may result from the City's subsequent use, reuse, transfer or modification of Consultant's drawings and specifications, except on projects where the Consultant has been retained to provide services.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

10. Compliance With Applicable Law.

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 to the extent caused by 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 reasonable attorney fees, incurred as a result of third-party tort claims to the extent caused 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 Commercial, General, and Automobile Insurance. Consultant shall maintain ~~comprehensive~~ commercial general and automobile liability insurance for protection of Consultant and name as Additional Insureds the City and for their directors, officers, ~~agents,~~ and employees, insuring against liability for damages because of personal injury, bodily injury, death, and ~~broader 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 per occurrence and in the aggregate. 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. Consultant is entitled to reasonably rely upon the accuracy of the services, information, surveys, and reports provided by City or any of its subcontractors.

24. Arbitration.

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

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

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

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

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

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

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

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

33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

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

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

CITY OF OREGON CITY
Amendment No. 1 to Personal Services Agreement

MOLALLA 24-INCH TRANSMISSION MAIN WIFIA 3-1 (CI 22-014)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **WATER SYSTEM CONSULTING, INC.** hereinafter called "PS Consultant," which was previously entered into on **July 5, 2023** ("Contract") for **MOLALLA 24-INCH TRANSMISSION MAIN WIFIA 3-1 (CI 22-014)** and

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

WITNESSETH:

1. The **Project Name** is hereby amended to delete reference to "24-inch" and replace with "Avenue". The amended project name is **Molalla Avenue Transmission Main WIFIA 3-1 (CI 22-014)**.
2. The **Scope of Services** is hereby amended as follows:
 - **Task 1.5 Public Involvement During Construction:** Delete. Services are not needed during construction.
 - **Task 7 Permitting:** Add - Development and completion of Contaminated Media Management Plan as part of 1200C permit.
 - **Task 8 Design:** Delete City providing compiled comments into Table for each design deliverable.
 - **Task 11 Construction:** Change duration of construction monitoring from 26 weeks to 40 weeks.
 - **Optional Task 01.2 Easements:** Delete – no easements were necessary. Budgeted amount applied to Design phase over-run.
 - **Fee Estimate:** Amended task budgets with amended scope as follows:

Task No.	Task Description	Original Budget	Budget Amendment 1	Revised Budget Amendment 1
0	Project Management	\$ 81,330	\$ -	\$ 81,330
1	Public Outreach	\$ 48,090	\$ (1,502)	\$ 46,588
2	Survey & Mapping	\$ 84,931	\$ (1,126)	\$ 83,805
3	Archeological/Historical Review	\$ 26,091	\$ (3,558)	\$ 22,533
4	Geotechnical & Field Investigations	\$ 55,720	\$ (9,053)	\$ 46,667
5	Environmental Review	\$ 12,830	\$ (77)	\$ 12,753
6	Utility Coordination	\$ 68,480	\$ (22)	\$ 68,458
7	Permitting & Property Acquisition	\$ 5,920	\$ 2,565	\$ 8,485
8	Design	\$ 396,418	\$ 29,902	\$ 426,320
9	Bid Documents	\$ 29,960	\$ 46,705	\$ 76,665
10	Bid Phase Services	\$ 16,054	\$ -	\$ 16,054
11	Construction Phase Services	\$ 301,419	\$ 110,875	\$ 412,294
OT 1.1	On-Site Archeological Monitoring	\$ 78,850	\$ (9,322)	\$ 69,528
OT 1.2	Phase II ESA	\$ 32,750	\$ (628)	\$ 32,122
OT 1.3	Easement Acquisition	\$ 46,705	\$ (46,705)	\$ -
TOTAL		\$ 1,285,548	\$ 118,055	\$ 1,403,603

3. The **Term** is hereby amended as follows:

The Term of the Contract is being extended from December 1, 2025 to June 30, 2026.

4. The **Compensation** is hereby amended as follows:

The contract price shall be increased by **one hundred eighteen thousand, fifty-five dollars (\$118,055.00)**, increasing the contract total compensation not to exceed amount to **one-million four hundred-three thousand, six hundred -three dollars (\$1,403,603.00)**.

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

CITY OF OREGON CITY

By: Dayna Webb
Dayna Webb (Dec 5, 2024 16:56 PST)

Name: Dayna Webb, P.E.

Title: Public Works Director

DATED: Dec 05, 2024

WATER SYSTEM CONSULTING, INC.

By: Scott Duren
Scott Duren (Dec 7, 2024 10:40 PST)

Name: Scott Duren, P.E.

Title: Vice President

DATED: Dec 07, 2024

By: Anthony J. Konkol III
Anthony J. Konkol III (Dec 7, 2024 16:11 PST)

Name: Anthony J. Konkol III

Title: City Manager

DATED: Dec 07, 2024

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: July 5, 2023

APPROVED AS TO LEGAL SUFFICIENCY:

By: Bill Kabeiseman
Bill Kabeiseman (Dec 5, 2024 14:58 PST)

City Attorney

CITY OF OREGON CITY
Amendment No. 2 to Personal Services Agreement

Molalla Avenue Transmission Main WIFIA 3-1 (CI 22-014)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **WATER SYSTEM CONSULTING, INC** (hereinafter called "Consultant,") which was previously entered into on **July 5, 2023** ("Contract") for **MOLALLA 24-INCH TRANSMISSION MAIN WIFIA 3-1 (CI 22-014)** and


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

WITNESSETH:

1. The **Scope of Services** is hereby amended as follows:
Addition of Task 12 Beaver Creek Way Water Main Replacement including design and construction services for replacement of an existing 16-inch water main in Beaver Creek Way as described in Exhibit A, attached.
2. The **Term of Agreement** is hereby amended as follows:
No changes in term of agreement.
3. The **Compensation Provisions** is hereby amended as follows:
Additional \$63,765, increasing the contract from \$1,403,603 to a not to exceed amount of \$1,467,368.

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

CITY OF OREGON CITY URBAN RENEWAL AGENCY WATER SYSTEM CONSULTING, INC

By: <u><i>Anthony J. Konkoll, III</i></u> <small>Anthony J. Konkoll, III (Aug 7, 2025 12:16:41 PDT)</small>	By: <u></u> <small>Scott Duren (Aug 7, 2025 13:32:19 PDT)</small>
Name: <u>Anthony J. Konkoll, III</u>	Name: <u>Scott Duren, P.E.</u>
Title: <u>City Manager</u>	Title: <u>Vice President</u>
DATED: <u>Aug 7, 2025</u>	DATED: <u>Aug 7, 2025</u>

APPROVED AS TO LEGAL SUFFICIENCY:

By: *Carrie Richter*
Carrie Richter (Aug 8, 2025 12:09:08 PDT)
City Attorney

Exhibit A – Amendment 2 to Professional Services Agreement

Contract Statement of Work, Delivery Schedule and Summary of Estimate for Services
Molalla Avenue Transmission Main – WIFIA 3-1
City Project #: CI 22-014

Oregon City

Project Manager: Patty Nelson
Oregon City Engineering and Operations
13895 Fir Street
Oregon City, Oregon 97045
971-204-4627
pnelson@orcify.org

Water Systems Consulting

Project Manager: Scott Duren
4640 S Macadam Ave
Suite 110
Portland, OR 97239
(916) 764-7824
sduren@wsc-inc.com

Project Understanding and Work Scope for Beaver Creek Way Water Main Replacement

Overview

The purpose of this amendment to the project is to replace approximately 500 linear feet of 16-inch diameter steel water main with new 16-inch diameter ductile iron pipe within Beaver Creek Way. During construction activities the existing 16-inch water main was found to be in poor condition and in need of immediate replacement. In discussions with the Molalla Avenue Transmission Main contractor, Emery and Sons, the additional work can be completed within approximately 3 weeks and will be scheduled for completion prior to connecting the full project to the City water system.

Scope of Work Elements

The additional scope of work for the project will include the following tasks:

- **Task 12 – Beaver Creek Way Water Main Replacement.** Includes preparation of design plans and construction management for the replacement of the 16” water main on Beaver Creek Way

Schedule

The anticipated duration of the additional design task is assumed to require twenty (20) working days to prepare a draft design and will commence upon receipt of field measurements as described in Task 12.1. Preparation of detailed design will require ten (10) working days and will commence upon receipt of all comments on the draft design.

Fee

The attached contract price reflects the level of effort and fee shown on the attached Fee Schedule dated 7/17/2025. Billing and management of budget will be by Task level. No mark-up for direct expenses and 5% maximum markup for subconsultant services. Mileage is not billable within 60 miles of Oregon City.

Task 12 Beaver Creek Way WM Replacement Design

The design will include draft and final design deliverables provided for City review and comment. The scope of work assumes the water main will be approximately 500 linear feet of 16-inch diameter pipe.

12.1 Mapping

A base map will be developed for the project alignment based on a county-provided digital elevation model, aerial photographs, and curb tie offs conducted by City Staff. The project extents will extend from edge of right-of-way to edge-of-right of way starting at intersection of Molalla Avenue and Beaver Creek Way and running southeast along Beaver Creek Way to Beaver Creek Road for approximately 500 feet. The base map development includes the following tasks:

- Field Survey. Horizontal measurements from curb to existing surface features within the survey limits will be conducted by City Staff including, but not limited to, the following:
 - Utilities, including locate markings where available
 - Structures
 - Culverts
 - Trees with diameter at chest height greater than 8-inches
 - Signs
 - Sanitary sewer and storm sewer manhole rims elevation, and depth to invert of all pipes connected to each manhole, including pipe diameter, orientation of connection to manhole (i.e., north, southwest, etc.), and pipe material
 - Storm sewer catch basins, sedimentation manhole, and dry well rim and/or grate elevations, depth to bottom of sump, depth to invert of all pipe connected, including pipe diameter, orientation of connection, and pipe material.
 - Top of valve lid for water main valves
- Create a Digital Terrain Model (DTM). DTM shall depict the actual surface shape in each section. WSC shall gather topographic data for this Project by techniques consistent with preparing a DTM. WSC shall use DEM data at break lines, features, and spot locations to develop the DTM model. WSC shall integrate field tie off measurements provided by the City to establish the location of natural and man-made objects. WSC shall integrate aerial photography to establish the location of roadway boundaries.

Deliverables:

- (1) None

Assumptions:

- (1) No permit fees or application will be necessary

- (2) Project extents are from right-of-way to right-of-way
- (3) Right-of-way boundaries will be estimated using City GIS data
- (4) Aerial photographs are not ortho-rectified
- (5) City Staff will provide legible and accurate tie off measurements to develop a basemap for the project area
- (6) The Oregon Coordinate Reference System – Portland Zone using horizontal datum of NAD 83 (2011) Epoch 2010.00 and vertical datum of NAVD 88 (Geoid 12A) Epoch 2010 are assumed.

12.2 Beaver Creek Way Draft Design

The draft design is effectively a complete draft of the final design. The goal of the draft design deliverable will be to get feedback on detailed aspects of the work and conformance with City standards and preferences. The following tasks are included:

- Plans. Using the survey base map, the design team will prepare detailed design plan and profile drawings for use in the construction of the pipeline alignment. When completed, plans will show the horizontal alignment and profile of the watermain, existing road surface, and other key features in addition to locations of tees, bends, gate valves, blow-off valves, air release/vacuum valves, meters, hydrants, and other incidental appurtenances. The pipeline plans will indicate the alignment and stationing for the pipeline with profile showing the ground surface elevations only and will include available underground utility information to indicate potential conflicts.
- Details. Standard Details will not be included in this task, but details developed and included in the CI 22-014 conformed drawing set will be referenced in these plan sheets. Two connection details are assumed to be required: one for the tie in on Beaver Creek Road, and one revised connection detail for the Molalla Ave / Beaver Creek Way tie in.
- Technical Specifications. No additional technical specifications for the project will be developed in this task. Specifications developed and included in the CI 22-014 conformed set will be referenced for this work.
- Estimate. An engineer's estimate of probable construction costs will not be included in this task. Estimated costs will be provided by Emery and Sons.
- Design Deliverable. A draft design deliverable will be provided for City review and comment. Plans will be provided in electronic *.pdf format. An internal review of the deliverable will be completed for consistency, technical feasibility, and constructability with comments addressed and reflected in the deliverable provided to the City.
- Review Meeting. Upon receipt of City review comments, a response to comments table will be prepared to include each City review comment and the proposed design team response and resolution. A draft design review meeting will be conducted with City staff, to review specific comments that require further discussion to confirm a mutually acceptable resolution.

Deliverables:

- (1) Electronic draft design plans in *.pdf
- (2) Electronic response to comments log in Microsoft Excel format

Assumptions:

- (1) Two plan and profile drawings will be prepared using a scale of 1-inch equals 20 feet horizontal and 1-inch equals 5 feet vertical, or roughly 400 linear feet of alignment per 22" x 34" drawing.
- (2) Two connection detail drawings will be prepared using a scale of 1-inch equals 4 feet horizontal per 22" x 34" drawing.
- (3) No additional details (besides the two connection details noted), specifications, or cost estimate will be developed in this task.
- (4) Design review meeting will be held virtually and will be attended at a minimum by City PM and Construction Manager. City staff attendance will be determined by City PM. Meeting will be 1 hour in duration.
- (5) City will provide a table with all review comments 2 days prior to design review meeting and will address conflicting and duplicate comments prior to sending.

12.3 Beaver Creek Way Final Design

Following completion of the draft design review meeting, preparation of the final amendment documents will commence. A screen check set will be provided for City review to confirm that City design comments have been addressed. Final backcheck comments on the check set will be incorporated into a complete set of signed and sealed plans ready for incorporation into the contract documents. The following tasks are included:

- Plans. The plans described in the previous task will be updated to incorporate approved resolutions to City comments and to add detailed design elements for pipeline plan and profiles and the full set details for appurtenances that are necessary to demonstrate the operability of the pipelines.
- Technical Specifications. No additional technical specifications for the project will be developed in this task. Specifications developed and included in the CI 22-014 conformed set will be referenced for this work.
- Estimate. An engineer's estimate of probable construction costs will not be included in this task.
- Design Deliverable. A final design deliverable will be provided for City to work with the Contractor to provide costs for this work. Plans will be provided in electronic *.pdf format. An internal review of the deliverable will be completed for consistency, technical feasibility, and constructability with comments addressed and reflected in the deliverable provided to the City.

Deliverables:

- (1) Electronic final design plans in *.pdf

- (2) Electronic response to comments log in Microsoft Excel format

Assumptions:

- (1) Two plan and profile drawings will be prepared using a scale of 1-inch equals 20 feet horizontal and 1-inch equals 5 feet vertical, or roughly 400 linear feet of alignment per 22" x 34" drawing.
- (2) Two connection detail drawings will be prepared using a scale of 1-inch equals 4 feet horizontal per 22" x 34" drawing.
- (3) No additional details (besides the two connection details noted), specifications, or cost estimate will be developed in this task.

12.4 Construction Management

The Molalla Ave Transmission Main construction contract will be amended to include the additional Beaver Creek Way water main replacement. DOWL will provide construction management as described in Task 11 to cover the anticipated work. Following tasks are included:

- Construction inspection as described in Task 11
- Engineering support for response to requests for information as described in Task 11
- Inclusion of contractor red lines into record drawings as described in Task 11

Assumptions: The anticipated duration of construction for this work will be four weeks.



Task No. Task Description	WSC										DOWL	ALL FIRMS
	QAQC	PM	PE	Drafting	Drafting Assistant	WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee	Labor Fee	Total Fee	
	Jeffery Lawrence	Scott Duren	Patrick Finn	Paul D'Santi	Colby Harrington							
<i>Billing rates, \$/hr</i>	\$365	\$320	\$205	\$180	\$135							
12 Beaver Creek Way Water Main Replacement												
12.1 Mapping		2	8	15	30	55	\$ 9,030	\$ -	\$ 9,030		\$ 9,030	
12.2 Beaver Creek Way Draft Design	4	8	18	17	17	64	\$ 13,065	\$ -	\$ 13,065		\$ 13,065	
12.3 Beaver Creek Way Final Design	2	4	8	8	8	30	\$ 6,170	\$ -	\$ 6,170		\$ 6,170	
12.4 Construction Management		4	8		8	20	\$ 4,000	\$ -	\$ 4,000	\$ 31,500	\$ 35,500	
SUBTOTAL	6	18	42	40	63	169	\$ 32,265	\$ -	\$ 32,265	\$ 31,500	\$ 63,765	
COLUMN TOTALS	6	18	42	40	63	169	\$ 32,265	\$ -	\$ 32,265	\$ 31,500	\$ 63,765	

5% mark-up on direct expenses; 5% mark-up for sub-contracted services
 Standard mileage rate \$0.70 per mile (or current Federal Mileage Reimbursement Rate)
 Rates are subject to revision as of January 1 each year.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** April 15, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.d. - Purchase of Public Works Water Division Replacement Equipment: 2026 Vermeer VX-50-500 Vacuum Excavator Trailer #377

STAFF RECOMMENDATION:

Authorize the purchase of 2026 Vermeer VX-50 -500 Vacuum Excavator Trailer #377, replacing 2002 Vac-Tec Vacuum Excavator Trailer #373.

EXECUTIVE SUMMARY:

Public Works is utilizing its Fleet Replacement Fund to purchase a new 2026 Vermeer VX-50-500 Vacuum Excavator Trailer #377. This vehicle will replace 2002 Vac-Tec Vacuum Excavator Trailer #373, which has reached the end of its service life and is up for replacement. Once the new 2026 Vermeer Vacuum VX-50-500 Excavator Trailer #377 is placed into service, the 2002 Vac-Tec Vacuum Excavator Trailer #373 will be sent to auction. The proceeds will be deposited into the Water Division’s Fleet Replacement Fund.

Public Works will contract with RDO Equipment Company under the Sourcewell Contract #100421-VRM, which procures pricing for government agencies and ensures the lowest pricing for equipment purchase.

BACKGROUND:

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

The purchase price of the 2026 Vermeer VX-50 -500 Vacuum Excavator Trailer #377 is \$144,875.68. This was a previously authorized expenditure with the Fiscal Year 2026-27 adopted budget. The new trailer will be used primarily by the Water Division for potholing, including exposing underground utilities to safely locate leaks and repair water lines, as well as clean out water meter boxes for repairs and readings. The 2002 Vac-Tec Vacuum Excavator Trailer #373 has reached the end of its service life, and replacement parts are nearly impossible to obtain. Once the 2026 Vermeer Vacuum VX-50-500 Excavator Trailer #377 is placed into service, the 2002 Vac-Tec Vacuum Excavator Trailer #373 will be sent to auction with proceeds deposited into the Water Division’s Fleet Replacement Fund.

Public Works will contract with RDO Equipment Company under the Sourcewell Contract 110421-VRM, which provides competitively procured pricing for government agencies and

ensures the lowest pricing for the vehicle purchase. Attached are the sales quote, a brochure, the Sourcewell Documentation and Vermeer Pricing.

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

OPTIONS:

1. Approve Purchase of Public Works Water Division Replacement Equipment: 2026 Vermeer VX-50-500 Vacuum Excavator Trailer #377.
2. Approve Purchase of Public Works Water Division Replacement Equipment: 2026 Vermeer VX-50-500 Vacuum Excavator Trailer #377 with Amendments.
3. Deny Purchase of Public Works Water Division Replacement Equipment: 2026 Vermeer VX-50-500 Vacuum Excavator Trailer #377 and provide further direction.

BUDGET IMPACT:

Amount	\$144,875.68
Fiscal Year(s):	2026-27
Funding Source(s):	Water Division Fleet Replacement Fund
Included in Approved Budget:	Yes



Retail Purchase Order

RDO Equipment Co.
7640 NE 33RD DR
Portland OR, 97211

Phone: (503) 282-0694 - Fax: (503) 281-8601

Bill To:
OREGON CITY PUBLIC WORKS
13895 FIR STREET
PO BOX 3040
OREGON CITY, OR, 97045
CLACKAMAS ()
(503) 657-0891

#377 Replacing #373

Purchase Order Date: 3/10/2026
Purchase Order #: 1988800
Purchaser Account #: 8241014
Customer Purchase Order #: TBD
Customer Purchaser Type:
Customer Market Use:
Location of First Working Use: OREGON CITY, OR, 97045
Dealer Account Number: 65300
Account Manager: Joe Williams
Phone: 1 (971) 717-6849
Fax:
Email: JDWilliams@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2026 VERMEER VX50-500	\$144,190.98
Freight Out FREE DELIVERY & TRAINING				\$0.00
Other SOURCEWELL CONTRACT #110421-VRM/CUSTOMER ACCOUNT #2371				\$0.00
Equipment Subtotal:				\$144,190.98

Purchase Order Totals

Balance:	\$144,190.98
Total Taxable Amount:	\$0.00
OR STATE TAX:	\$0.00
Sales Tax Total:	\$0.00
VEHICLE PRIVILEGE:	\$684.70
Sub Total:	\$144,875.68
Cash with Order:	\$0.00
Balance Due:	\$144,875.68

Legal Information

For the Vermeer Equipment

Warranty Disclaimer and Limitation of Liability - EXCEPT FOR THE WARRANTIES EXPRESSLY AND SPECIFICALLY MADE HEREIN, RDO MAKES NO OTHER WARRANTIES, AND ANY POSSIBLE LIABILITY OF RDO HEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL RDO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT PROVIDED HEREUNDER. UNLESS OTHERWISE PROVIDED BELOW, THIS EQUIPMENT IS SOLD AS IS WITH NO WARRANTY PROVIDED.

For Deals with Trades - I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Product, as a 'trade-in' to be applied against the cash price. Such items(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

Purchase Agreement - I (we), the undersigned, hereby order from you the Equipment described above, to be delivered as shown above. This order is subject to your ability to obtain such Equipment from the manufacturer and you shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown above is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new increased taxes imposed upon the sale of the Equipment after the date of this order.

ACKNOWLEDGEMENTS - I (we) promise to pay the balance due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished and I (we) hereby grant a security interest to RDO Equipment Co. in the Equipment.

SIC Information - Please be advised that RDO has assigned its rights to sell construction rental equipment (as defined under SIC code #3531 and as described in this document) and the rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange LLC. as part of IRC Sec. 1031 exchange.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature)

(Date Accepted)

(Authorized Signature of Dealer)

(Date Accepted)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2026 VERMEER VX50-500	VX501055 VX50-500 GAL BOOM W/ 2X125 GAL WATER (14K GVWR) VX502040 VX50 BOOM WITH HYD-ROTATION VX503520 VX50 HYD JACK BOOM MACHINE VX504151 QUICK FILL, 125 GAL WATER TANK VX504175 6" DRAIN VALVE CAP ASSEMBLY VX504831 HOTBOX 300K BTU VX504841 500 GAL WATER RECIRC.

VX50 VACUUM EXCAVATOR



HYDRAULIC BOOM (OPTION). Exclusive 4 in (10.2 cm) telescoping boom maintains hose length during extension and incorporates a remote controlled hydraulic valve for vacuum shut off. Available with manual or hydraulic rotations.



CAM-OVER REAR DOOR. Provides a 360-degree positive seal, even under reverse pressure without additional clamping requirements. The highly-reliable cam-over door has a no in-tank moving parts, so all maintenance is external.



THREE-STAGE CYCLONIC FILTRATION. Engineered to help prolong filter and blower life, the system is suitable for wet and dry applications. The cyclones use a tuned vortex system in which the outer vortex spiral forces small particles to fall into a separate canister. The filtered stream then passes up through the inner cyclone tube and is carried to the final poly filter.



IN-TANK WASHDOWN. Delivers a high-pressure water spray to the tank interior helping simultaneously dump material and clean the inside of the tank. Minimizes cleanup time and helps remove difficult debris.



AUTO BELT TENSIONERS. Keeps proper belt tensions at all times and helps extend belt life.



REMOTE DRAINS. Remote fluid drains and grease points are centrally located near operator controls for ease of service.

VX50 VACUUM EXCAVATOR

DIMENSIONS - TRAILER	500	500LT	800	800LT	1200
Length	203.5 in (516.9 cm)	203.5 in (516.9 cm)	237.3 in (602.7 cm)	237.3 in (602.7 cm)	268.5 in (682.0 cm)
Width	98.1 in (249.2 cm)	98.1 in (249.2 cm)	98.1 in (249.2 cm)	98.1 in (249.2 cm)	101.5 in (257.8 cm)
Height	85.9 in (218.2 cm)	85.9 in (218.2 cm)	91.9 in (233.4 cm)	91.9 in (233.4 cm)	112.8 in (286.5 cm)
Empty weight	6,370 lb (3,025.5 kg)	6,250 lb (2,834.9 kg)	7,270 lb (3,297.6 kg)	7,170 lb (3,252.3 kg)	9,275 lb (4,201.1 kg)
GVWR	12,000 lb (5,443.1 kg)	9,999 lb (4,535.5 kg)	18,000 lb (8,164.7 kg)	16,000 lb (7,257.5 kg)	26,000 lb (11,793.4 kg)
Trailer axles	(2) 6,000 lb (2,721 kg)	(2) 6,000 lb (2,721 kg)	(2) 9,000 lb (4,082.3 kg)	(2) 9,000 lb (4,082.3 kg)	(2)15,000 lb (6,803.9 kg)
ENGINE					
Make and model	Kubota Tier 4 Final	Kubota Tier 4 Final	Kubota Tier 4 Final	Kubota Tier 4 Final	Kubota Tier 4 Final
Horsepower	49 hp (36.5 kW)	49 hp (36.5 kW)	49 hp (36.5 kW)	49 hp (36.5 kW)	49 hp (36.5 kW)
Fuel tank capacity	22 gal (83 L)	22 gal (83 L)	22 gal (83 L)	22 gal (83 L)	22 gal (83 L)
Enclosure	Yes	Yes	Yes	Yes	Yes
WATER TANK					
Water tank capacity	250 gal (946 L)	100 gal (379 L)	410 gal (1,552 L)	250 gal (946 L)	410 gal (1,552 L)
Number of tanks	2	2	2	2	2
High pressure pump flow rate	5.6 gpm (21.2 L/min)	5.6 gpm (21.2 L/min)	5.6 gpm (21.2 L/min)	5.6 gpm (21.2 L/min)	5.6 gpm (21.2 L/min)
High pressure pump	3,000 psi	3,000 psi	3,000 psi	3,000 psi	3,000 psi
High pressure hose length	50 ft (15 m)	50 ft (15 m)	50 ft (15 m)	50 ft (15 m)	50 ft (15 m)
Low water shutoff	Electric	Electric	Electric	Electric	Electric
SPOIL TANK					
Spoil tank capacity	500 gal (1,892.7 L)	500 gal (1,892.7 L)	800 gal (3,028.3 L)	800 gal (3,028.3 L)	1,200 gal (4,542.5 L)
Rear door type	Cam-over hydraulic	Cam-over hydraulic	Cam-over hydraulic	Cam-over hydraulic	Cam-over hydraulic
Tank lift type	Dual cylinder	Dual cylinder	Dual cylinder	Dual cylinder	Dual cylinder
VACUUM					
Type of filters	2 micron washable	2 micron washable	2 micron washable	2 micron washable	2 micron washable
Hose length	(2) 15 ft (4.6 m)	(2) 15 ft (4.6 m)	(2) 15 ft (4.6 m)	(2) 15 ft (4.6 m)	(2) 15 ft (4.6 m)
Hose width	4 in (10.2 cm)	4 in (10.2 cm)	4 in (10.2 cm)	4 in (10.2 cm)	4 in (10.2 cm)
Vacuum	1,025 cfm (1,741 m ³ /hr)	1,025 cfm (1,741 m ³ /hr)	1,025 cfm (1,741 m ³ /hr)	1,025 cfm (1,741 m ³ /hr)	1,025 cfm (1,741 m ³ /hr)
Vacuum blower type	PD blower	PD blower	PD blower	PD blower	PD blower
Vacuum mercury	15 in hg (.5 bar)	15 in hg (.5 bar)	15 in hg (.5 bar)	15 in hg (.5 bar)	15 in hg (.5 bar)
CONTROL PANEL					
Controls	Curbside	Curbside	Curbside	Curbside	Curbside
Gauges	Analog	Analog	Analog	Analog	Analog
OPTIONS					
<ul style="list-style-type: none"> Hot box water heater Arrow board 	<ul style="list-style-type: none"> Strong arm Manual or hydraulic rotation boom 				

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**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vermeer Manufacturing Company, dba Vermeer Corporation, 1210 Vermeer Road, East Pella, IA 50219 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

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

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell

Vermeer Manufacturing Company,
dba Vermeer Corporation

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/20/2021 | 2:09 PM CST

DocuSigned by:
Chad Tousey
By: 04052E97E152483...
Chad Tousey
Title: Corporate Accounts Manager
Date: 12/20/2021 | 12:44 PM PST

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 12/20/2021 | 3:51 PM CST

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Vermeer Corporation
Does your company conduct business under any other name? If yes, please state: ?
Address: 1210 E Vermeer Road
Pella, Iowa 50219
Contact: Chad Tousey
Email: ctousey@vermeer.com
Phone: 641-629-6903
Fax: 641-629-6903
HST#: 42-0663191

Submission Details

Created On: Thursday September 16, 2021 10:00:12
Submitted On: Thursday November 04, 2021 15:17:41
Submitted By: Chad Tousey
Email: ctousey@vermeer.com
Transaction #: f642a28d-11f8-4e9b-b3fe-62714e5f92c2
Submitter's IP Address: 163.116.133.114

Specifications**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vermeer Manufacturing Company (dba Vermeer Corporation) Tax ID: 42-0663191 Phone: (641) 628-3141 Email: salesinfo@vermeer.com
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vermeer MV Solutions
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not Applicable
4	Proposer Physical Address:	1210 Vermeer Road East, Pella, IA 50219 U.S.A.
5	Proposer website address (or addresses):	www.vermeer.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chad Tousey Corporate Accounts Manager ctousey@vermeer.com 641-629-6903
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Tousey Corporate Accounts Manager ctousey@vermeer.com 641-629-6903
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Samantha Van Wyk Corporate Accounts Specialist samanthavanwyk@vermeer.com 641-621-7548

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Since its inception in 1948, Vermeer Corporation has grown from a one-person Iowa operation, to an international organization that manufactures agricultural, construction, environmental, and industrial equipment. Vermeer Corporation has been in the industry since it was founded in Pella, Iowa, in 1948. Gary Vermeer once said, "Find a need. Fill that need with a product built to last. And simply build the best!" This is a guiding principle for Vermeer. Stemming from this philosophy, Vermeer provides its customers with equipment through a dedicated independent, authorized dealer network offering sales, support, service, and parts. Vermeer is committed to its vision of "Equipped To Do More"</p> <p>In the early years and shortly thereafter, Vermeer developed many "firsts" including the world's first large round hay baler, tree spade, and stump cutter. Now more than 7 decades later, Vermeer Corporation is still developing new products and is an industry market leader in brush chippers, tub and horizontal grinding equipment, composting equipment, trommel screens, trenchers, directional drills and mini skid steers. As a leading trencher equipment manufacturer, Vermeer trenching equipment has been utilized on road construction and mining projects, within the equipment rental industry, and various other job applications.</p> <p>Vermeer corporate offices and manufacturing facilities are in Pella, Iowa, U.S.A., and have 194 dealerships located worldwide. This includes 127 dealerships covering all the United States and 16 dealerships that cover all of Canada. The Vermeer philosophy strongly reflects the Company's character, which encompasses the solid foundation built from decisions made in the past and planning for the organization's present and future. Vermeer's 4P philosophy, Principles, People, Products and Profit, is at the forefront of Vermeer. These principles steer the hub for Vermeer. Now, Vermeer is recognized within our industry as the company that "sets" the standards for quality and customer support.</p>
10	What are your company's expectations in the event of an award?	In the event the Sourcewell evaluation team determines that Vermeer is a company that can provide great value to its members and because we believe Sourcewell has its own unique attributes, we would like to continue our efforts in promoting the overall program. This would include continuing our efforts to design, enhance and build quality products that offers the most value over the life cycle of any given product. We plan to enhance our efforts to promote the Sourcewell program, which we feel also provides great value to any existing or potential member. Vermeer would put a strong focus on training; utilizing Sourcewell's assets (web training, promotional literature, contract support and the new Marketplace) and our assets (internal training links, education of sales representatives on the street, and attending trade shows promoting the Sourcewell Contract). The use of periodicals, mass mailings, newsletters and web presence will also be utilized.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See Document: Financial Strength
12	What is your US market share for the solutions that you are proposing?	<p>Directional Borers (Under 15,000) FY2021 United States: estimate over 50 percent</p> <p>Directional Borers (15,000 – 50,000) FY2021 United States: estimate over 40 percent</p> <p>Riding Trenchers FY2021 United States: estimate over 30 percent</p> <p>Vibratory Plows FY2021 United States: estimate over 35 percent</p>
13	What is your Canadian market share for the solutions that you are proposing?	<p>Directional Borers (Under 15,000) FY2021 Canada: estimate over 50 percent</p> <p>Directional Borers (15,000 – 50,000) FY2021 Canada: estimate over 40 percent</p> <p>Riding Trenchers FY2021 Canada: estimate over 30 percent</p> <p>Vibratory Plows FY2021 Canada: estimate over 35 percent</p>
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Vermeer Corporation is a manufacturer with production facilities in Pella, Iowa, and wholly owned manufacturing subsidiaries in Freeman, SD, Greenville, SC and Okahumpka, FL. Vermeer products are sold, distributed, and supported by an independent, dedicated and authorized dealer network, a true extension of Vermeer's ideals and sales efforts.</p> <p>Vermeer's dealers are dedicated to Vermeer and Vermeer's full Product Line. This contrasts with most dealerships in our industry which represent multiple products from multiple manufacturers. Having "dedicated" dealerships provides greater benefits to the end users and to the members of Sourcewell. Each Dealer has multiple field sales personnel and technicians that specialize in this complicated machinery industry. Each dealer provides complete parts and service capabilities for all Vermeer equipment they sell.</p> <p>The sales and service specialists are trained by Vermeer annually and network with each other, so all operate as one group, providing consistent value to our customers and Sourcewell members.</p> <p>The entire Vermeer dealership network has a limited number of independent principle owners and works directly with Vermeer Corporation. Vermeer Corporation and Vermeer dealers work together with professionalism and shared values.</p>
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Vermeer holds a certificate of existence to do business in the state of Iowa, along with a certificate of insurance.</p> <p>See Document: Insurance</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>January 2014 - Present</p> <p>Best Place to Work in Marion County (2014, 2015, 2016, 2017) Named Best Place to Work (250+ employees) and Best Supporter of Community Projects (250+ employees) in the Best of Red Rock Awards (2018, 2019, 2020) 401(k) Plansponsor of the Year Finalist by Plansponsor Magazine (2017) Plansponsor Magazine's Best in Class 401(k) plans Plansponsor of the Year Award from ABG (2019) 2nd place in the Special Projects Category of Pension and Investments Eddy Awards (2021) North American Equipment Dealer Association's Dealer Choice Award (2013, 2014, 2015, 2016) Equipment Dealer's Association Dealer Choice Award (2019, 2020) Des Moines Register's Top 100 Workplaces in Iowa (2014, 2015) Business of the Year Award by Habitat for Humanity Private Board of the Year Award for serving the business, team members and community with best practices in structure and performance (2019) Chair Emeritus Bob Vermeer inducted into the Association of Equipment Manufacturers Hall of Fame (2016) Founder Gary Vermeer inducted into the Association of Equipment Manufacturers Hall of Fame (1996) Founder Gary Vermeer induction into Power and Communication Contractors Association (PCCA) Hall of Fame (2015) Chair Emeritus Mary Andringa inducted into the Association of Equipment Manufacturers Hall of Fame (2019) Chair Emeritus Mary Andringa was inducted into the Power and Communication Contractors Association (PCCA) Hall of Fame (2019) Chair Emeritus Mary Andringa was Iowa Business Record's Women of Influence honoree (2020) Chair Emeritus Mary Andringa receives the National Association of Women Business Owners Iowa Legacy Award and inducted into NAWBO Hall of Fame Chair Emeritus Mary Andringa commissioned as Honorary Iowa Colonel of the Militia for contribution to community service Third-Generation Shareholder Mindi Vanden Bosch receives the Red Rock Area Top 10 Young Professionals Award Vermeer Corporation awarded 2021 Trade & Industry Magazine's CiCi (Corporate Investment/Corporate Impact) Award in the Community Impact category for work following 2018 tornado Habitat for Humanity Service Above Self Award to Kevin Glesener 2017 Trenchless Technology Person of the Year to Jim Rankin STEP Awards to Mary Andringa, Wanti Muchtar, Alicia Kuhlman and Eileen Eick Red Rock Area Top 10 Under 40 Awards to Liz Sporrer (2018), Dan Huitink (2019) and Seth Williams (2020) National Certified Welding Inspector (CWI) of the Year Award received by Jeff Redding at FABTECH Metal Manufacturing Conference (2019) Vermeer security team members along with local first responders were honored with the American Heart Association's HeartSaver Hero Award for saving the life of Product Specialist II Kyle Newendorp (2020) Todd Atchison and Seth Howard awarded Patriot Award by the Iowa Employer Support of the Guard and Reserve (ESGR) Two Bronze Telly Awards in the Branded Content: Promotional category and one Silver Telly Award in the Non-Broadcast: Corporate Image category (2019) Public Relations Society of America (PRSA) Award of Excellence in Crisis Communications category (2019) Ames Economic Impact Award by Ames Economic Development Commission Vermeer invited to National Governors' Association Showcase Association of Equipment Manufacturers Pillar of Industry Award (2015, 2016) Vermeer FT100 receives 2015 Contractors' Top 50 New Products from Equipment Today STEM Culture of Excellence Award Vermeer inducted into International Mining Technology Hall of Fame Vermeer MC Series Mower Conditioner receives 2015 FinOvation Award from Farm Industry News Vermeer Freeman receives the Meritorious Achievement Award for better-thanindustry-average incident rates Vermeer MV Solutions – South Carolina received Workplace Safety Award from McGriff Insurance Services for excellent 2019 safety performance BC1000XL receives top new products in 2014 by Arbor Age Legends of Manufacturing Award from the Iowa Association of Business and Industry Association of Equipment Manufacturers Pillar of Industry Award Association of Equipment Manufacturers I Make America Legacy Award Vermeer ZR5 self-propelled round baler on the top 10 stories list for Agriculture.com Named Manufacturing Technology Company of the Year at the Technology Association of Iowa (TAI) Awards (2019) Manufacturing Leadership Award winner in Operational Excellence Leadership for our work with digital instructions (DI) and the role it played in quickly recovering after the tornado (2019) Awarded the Pella Area Community & Economic Alliance (PACE) Impact award (2019)</p>
19	What percentage of your sales are to the governmental sector in the past three years	<p>2018: 4.1% of total sales are to the government sector 2019: 4.4% of total sales are to the government sector 2020: 4.3% of total sales are to the government sector</p>

20	What percentage of your sales are to the education sector in the past three years	2018: 0.09% of total sales are to education sector 2019: 0.08% of total sales are to education sector 2020: 0.09% of total sales are to education sector	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Vermeer Corporation holds contract STS515 with the State of Ohio that includes a select group of equipment. 2018: \$918,473 2019: \$983,552 2020: \$720,263 Vermeer holds contract GSS13673-GRND_MAINT with the State of Delaware. The State of Delaware adopted Vermeer Corporation's Sourcwell contract #031721-VRM 2018: \$121,124 2019: \$0 2020: \$0	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Columbia County	Glenn O'Steen	706-868-3305	*
City of Chesapeake	William "Bud" Cartwright	757-382-6923	*
City of Ventura	Frank Palmer	805-652-4573	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City	Government	California - CA	Brush Chippers Trommel Screens, Vacuums and Stump Cutters	\$118,000	\$1,885,000	*
City	Government	Georgia - GA	Brush Chippers	\$180,000	\$600,000	*
City	Government	Iowa - IA	Brush Chippers, Vacuums and Horizontal Grinder	\$246,000	\$1,229,000	*
City	Government	South Dakota - SD	Horizontal Grinder and Transport	\$453,000	\$905,000	*
Sanitation	Government	California - CA	Horizontal Grinders	\$673,000	\$1,344,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	Factory product specialists and our dealership network consists over 500 sales reps. Vermeer and its dealers can sell and support our products across the globe. This entire group focuses on Vermeer products such as those included in this RFP and overall customer support.	*
26	Dealer network or other distribution methods.	Vermeer has 127 dealership locations in the United States, 16 dealership locations in Canada, and 194 locations worldwide, each with numerous sales people. With this dealership group, we can sell and support Vermeer's entire product line and our customers throughout all North America and Hawaii. The entire group in North America focuses their efforts on Vermeer products such as those included in this RFP and overall customer support. Between Vermeer Corporation and the Vermeer dealership network we have a sales force of over 450 individuals in the United States. See Document: Ability to Sell and Deliver Service	*
27	Service force.	Vermeer Corporation has approximately 75 service technicians and product specialists that work directly with customers and with our dealership network. Between this group of individuals and our dealership network of 566 in the United States, and just under 50 in Canada, we can service and support our products across the globe. This entire group focuses their efforts on Vermeer products and related services such as those included in this RFP. Additionally, each of these dealerships has multiple equipped service trucks that allow us to provide support and service for our products and customers in the field or at the customer's facilities.	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Because Vermeer relies on its network of authorized independent dealers to work closely with Sourcewell members to execute the terms of this Agreement, Vermeer wishes to clarify that it may assign to those dealers certain of Vermeer's obligations under this agreement and/or engage those dealers as subcontractors to fulfill the same.</p> <p>Vermeer acknowledges and agrees that it will remain fully responsible for the performance of its authorized dealers with respect to all obligations assigned or subcontracted hereunder."</p> <p>Vermeer Corporation will utilize a Business-to-Government order process and funds flow.</p> <p>The Process Flow for Sourcewell orders will be structured to minimize the impact for both the sales team and our customers as indicated below:</p> <p>Customer contacts the local dealer or factory for Sourcewell for a contract purchase</p> <p>Determine if local agency is Sourcewell member If member – proceed If not a current member – assist agency with online membership application</p> <p>Dealer determines product specifications and supplies quote</p> <p>Pricing – percentage discount from catalog pricing</p> <p>Develop quote with:</p> <p>Machine pricing Freight – based on zoned freight matrix Quote presented to local agency Accepted – proceed to order process Denied – Dealer does not proceed, seeks possible assistance from Vermeer Corporate & Sourcewell Dealer will use machine from current inventory or places an order and delivers when available</p>
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>All Vermeer personnel are trained, in their respective roles, so they can offer the best services and ultimately, the most value to our customers. Customers often tell us our exceptional service and on-going support is one thing that differentiates us in the industries we serve. Vermeer construction equipment parts have stood the test of time on work sites throughout the world. Serious contractors choose Vermeer tooling and accessories for good reason: Using quality Vermeer tooling helps increase production, job completion and efficiencies. From directional drill to ride-on trencher parts to construction equipment, Vermeer parts are backed by a proven distribution and service network. Vermeer is committed to building reliable equipment and backing it with an exclusive, worldwide network of knowledgeable service personnel. Vermeer dealer service technicians can participate in Vermeer University training programs — an industry leading, field-proven educational training program</p> <ul style="list-style-type: none"> • Any Sourcewell member or customer can contact any Vermeer dealership for warranty, service or support. • Typically, a service representative is available at the point of contact to discuss a service concern or issue. • Response times to begin service work can vary depending on seasons and daily work load, but often service work itself can be done within hours or shortly thereafter. • Vermeer equipment parts are readily available to meet your service needs. To benefit our customers, each of our dealerships has a wide array of parts in stock around North America and the world. • Vermeer equipment parts and accessories are precision engineered and manufactured to exacting tolerances to provide rugged, longer-lasting service in the field. • Since 1948, our product support service teams have provided a level of experience and expertise that goes far beyond product knowledge, sales training and financing programs. • Vermeer is the only utility equipment manufacturer that backs its products with an exclusive worldwide dealer organization. • Vermeer service technicians are a group of dedicated experts who believe in lasting relationships and take the time to understand your working conditions and stand ready to provide service, parts or equipment maintenance on your job site, your facilities or at our dealerships. • Vermeer is recognized as having one of the industry's best response time and overall product support.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Vermeer is honored to be a currently-awarded Sourcewell vendor. In the event of an award through this RFP, Vermeer will continue to eagerly place priority on serving, and selling our quality Utility products to, the Sourcewell membership.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Vermeer has a very robust dealer presence throughout Canada. Through our dealers, Vermeer is capable and willing to provide products to all Sourcewell participating entities in Canada.</p>
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Vermeer is capable of serving all geographic areas of the United States and Canada.</p> <p>See Document: Ability to Sell and Deliver Service</p>

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	With 127 store locations owned by 18 independent dealers throughout the United States, Vermeer Manufacturing Company's Industrial Distribution Network is well equipped to support all Sourcewell needs. Each store location includes either immediate parts inventory accessibility or the ability to order parts on short lead times. In addition, the service technicians located at each location can access Vermeer's vast service library to help ensure equipment issues are addressed in an efficient manner.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	With store locations in both Anchorage, Alaska and Waipahu, Hawaii (just outside Honolulu), Vermeer Manufacturing Company is ready to serve the needs of customers working in these locations. Additionally, a store is in San Juan, Puerto Rico and the remainder of the Caribbean US Territories are easily supported via our Vermeer Industrial Dealer in Boynton Beach, Florida. The island of Guam is served via our Industrial Dealer that headquarters in Singapore but regularly does business on the island.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Vermeer's priority for marketing this contract will be to enable and empower our dealer sales force, our "feet on the street", through education and awareness. Our dealers will be the primary source to build customers' awareness of this Sourcewell contract and procurement method. We have very intentional training and support efforts in place to continually improve our dealers' understanding, embracement, and success of our Sourcewell contracts.</p> <p>Digital marketing is also a priority for Vermeer. Since 2016, Vermeer has proudly included a section within our website dedicated to describing the benefits of (NJPA) Sourcewell, cooperative purchasing and promoting Vermeer's inclusion in the Sourcewell family of awarded vendors. We reference resources directly from Sourcewell to support this content, including the "The Sourcewell Advantage" video to quickly describe the benefits and to build awareness and comfort for the viewers.</p> <p>In developing the page content for Vermeer.com, we utilized strategic keywords based on common terminology around the cooperative buying process. By including this in our page copy, it will help to capture the audience searching for cooperative buying solutions on equipment buying and drive that search traffic to this page.</p> <p>https://www.vermeer.com/NA/en/N/support/cooperative_buying</p> <p>In addition to the dedicated page currently on Vermeer.com for Sourcewell information, Vermeer will be adding information on each specific product page for applicable models to direct customers back to the Sourcewell page on Vermeer.com. This will increase awareness of not only Sourcewell, but let customers know during their research phase that the model can be purchased through a Sourcewell contract.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>As mentioned above, we have a significant Sourcewell presence on Vermeer.com and will continually monitor our effectiveness in driving traffic to our pages through search engine optimization. We are continually increasing our search engine marketing efforts, and will begin adding more Sourcewell and public sector cooperative purchasing terms into our ad sets moving forward to further increase awareness. In addition, we will also use our primary social channels to further drive awareness of our Sourcewell contract.</p> <p>We will continue to share customer's stories highlighting those customers that have utilized Sourcewell contracts to purchase their Vermeer equipment. We are also actively working on better aligning with our sales team to be alerted of products purchased through the Sourcewell contract so we can look for more opportunities to share more stories throughout the year. Within our blogs, we can tag these customer stories with Sourcewell terminology to make it easier to search for and raise awareness; then link to these stories to our informational page on Vermeer.com enhance credibility.</p> <p>As an example, Vermeer featured a customer story on our blog and shared to our Facebook page about the purchase of a horizontal grinder using a formerly NJPA, now Sourcewell contract. This post reached over 12,000 people, received over 130 likes and was shared 17 times. As we continue to hear of customers who take advantage of the Sourcewell opportunity with Vermeer, we will continue to endorse those stories on our social channels and utilize them as testimonials to the value of purchasing Vermeer equipment through Sourcewell.</p> <p>See Document: Marketing.zip</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We view Sourcewell as the industry leader within the Cooperative Purchasing industry, which is the role we desire Sourcewell to maintain. We look to Sourcewell to continue to build awareness and acceptance among public procurement professionals, and we appreciate the tradeshow presence that Sourcewell has been committed to providing. We also look to Sourcewell to keep the vendor community informed on pending legislation, as well as any legal challenges relating to cooperative purchasing across US and Canada.</p> <p>The information provided on sourcewell-mn.gov is a helpful resource for both members and vendors, and to promote our contract and display current information on a Vermeer landing page.</p> <p>The contract support team at Sourcewell are invaluable to the vendor from the Contract Launch and VBM to the report requests and weekly membership updates. We look to the contract administrator for assistance when we need government-to-government conversations, additional training whether it be a Sales Accelerator event or a vendor training event, in addition to all the support provided through trade shows and overall passion for Sourcewell. Vermeer will do its part through utilizing these great people resources and building upon existing relationships. We will promote the services that they provide to our dealership network. We will utilize the Sourcewell marketing materials at applicable trade shows.</p> <p>At Vermeer, our Sourcewell contracts are placed as our main go-to-market strategy in the public sector. We have integrated Sourcewell into our company culture, and continue to invest in training and support resources available to and for our dealers. Along with a dedicated internal governmental department, Vermeer continues to work with GST - Government Solutions Team, LLC to our support resources. GST specializes in providing factory sponsored, focused efforts to increase dealers' confidence and competency related to Sourcewell, and travels out in territories to encourage and mentor sales people and governmental fleet customers about Sourcewell. GST helps our dealers overcome customers' objections to using Sourcewell as a buying method. Our investment in GST is another example of Vermeer's commitment to doing all we can to make our Sourcewell contracts successful.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Vermeer is currently considering the feasibility of implementing an E-procurement, Emarketplace system and working with Sourcewell on their new "Marketplace" rollout.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Vermeer provides product training for operation and maintenance on our entire product line. The training is standard and is included with each new product delivered. Local dealers will conduct overview sessions or one-on-one reviews with operators. New product introductions and training programs are performed on a regular basis, for both existing and prospective customers. Offering localized ongoing training and support is another benefit of having long term dedicated dealers and specialists throughout the United States.
40	Describe any technological advances that your proposed products or services offer.	Vermeer is considered to be the innovator within the industry creating newer, more efficient products. We are continuously developing environmental and economic features in our products. Each product has its own features and benefits. Life cycle costs and safety are the key drivers used during the engineering and enhancement of all our products. Vermeer has designed many safety features into our products and makes them standard, not optional, features in all our products. The Vermeer website provides extensive product information and can be cross referenced by equipment type, i.e. construction or environmental and by industry (gas, electric, etc). This provides the members with information that is specific to their application and helps make the purchasing decision more efficient. A local Vermeer dealer can be located using the 'Dealer Locator' feature on the website.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vermeer has developed and implemented an Environmental Management System (EMS) that has been recognized by the U.S. EPA, the IDNR, and the Governor's office as an industry model for environmental excellence. Key elements of our Environmental Management System include: <ul style="list-style-type: none"> • Corporate Vision – Following the "Stewardship Principle" of our "4-P Philosophy" we are committed to being good stewards of our resources by being "Resource Smart." Our desire is more than just being compliant; it's going above and beyond compliance to ensure that our activities and products have a positive impact on the global environment we all share. That's not only in our company efforts but also what our company is developing as a part of our products. • Energy Reduction – Vermeer has committed to reduce our energy footprint by 25% by 2025 by partnering with the US Department of Energy's Better Plants Program. <ul style="list-style-type: none"> o A 870kW solar field was installed and in operation in 2016 which will provide approximately 5% of Vermeer's total electrical usage o Lighting technology has been upgraded in several locations to energy efficient LEDs as well as motion sensors and variable lighting depending on the time of day and natural light. o Resource Conservation is achieved in three ways...Reduction...Reuse...and...Recycling. Multiple resource conservation initiatives have been implemented both internally and externally to positively impact each of these conservation mechanisms. o In 2020, 76% of our waste was recycled. o About 3000 pounds of organic waste is composted every month. o Since a 2006 baseline year, Vermeer has reduced water usage by 40 percent. • Pollution Prevention – Vermeer has implemented multiple layers of pollution prevention mechanisms across our campus to minimize risk of environmental pollution from our operations. Recent additions include: <ul style="list-style-type: none"> o Our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions. o All shot blasting of parts and machines is done in an enclosed area and controlled with pollution control equipment. • Vermeer utilizes LEAN manufacturing principles and promotes Kaizen training and events to reduce waste and build efficiencies in the manufacturing process. • Community Outreach – is the very essence of what environmental stewardship is about. Examples of Vermeer's Community outreach efforts include: <ul style="list-style-type: none"> o Annual waste collection days during Earth Day for the local community o Environmental education grants o Environmental Educational Tours and Programs (Teachers / Students / Community) o Support volunteerism for disaster clean-up and recovery efforts o Environmental Internships o Partnerships with colleges for technical educational programs that benefit the environment • Product Innovation – Vermeer is driven to support our customers, local communities, and global nations, with exciting new products that enable them to be successful in the current and newly emerging recycling and resource conservation markets such as: <ul style="list-style-type: none"> o Bio-waste conversion to energy and ethanol o Geothermal applications o Wind energy o Water quality o Waste processing and composting • Vermeer products are currently being used to install and maintain emerging alternative energy sources which reduce our reliance on fossil fuel power. The Vermeer line of organic recycling equipment – including brush chippers, whole tree chippers, horizontal and tub

		<p>grinders, and compost tuners – process organic waste quickly and efficiently, so that it can be turned into useful end product, and our utility installation products help bring energy sources to the grid.</p> <ul style="list-style-type: none"> o Brush chippers, whole tree chippers and horizontal and tub grinders are being used to process wood waste into biomass for power generation facilities. o From soil amendment to erosion control, compost is utilized in a variety of applications and plays an important role in today's world. Vermeer compost turners introduce oxygen into the compost pile, helping speed the decomposition process. o Horizontal directional drills are being used to help install loops for residential geothermal heat pump systems, while trenchers and directional drills are helping to bring wind energy from the farm to the grid. For the installation of commercial solar fields, Vermeer offers a solution in the PD10 pile driver for fast, easy installation of solar panels. <ul style="list-style-type: none"> • Innovations in Vermeer products help reduce environmental impact, with features such as Ecolde™ engine control system on select brush chippers that monitors engine inactivity to help reduce fuel consumption and noise. • Vermeer is puts environmental stewardship into the design and manufacturing of its products. Some recycled steel is being used in our products, and we're exploring ways to integrate more recycled plastics and rubber components. We've also made a conscious effort to begin incorporating engine hoods and shields made from recycled ABS plastic into some of our product designs. In addition, our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions. • Future Goals – Our continued efforts to minimize waste and conserve natural resources will ensure our operations remain environmentally sustainable. The focus will be: <ul style="list-style-type: none"> o Continue to focus on energy improvements to meet or exceed our 25% goal for reduction in electrical usage o Complete a water usage analysis and set new goals for reductions and reuse o Develop a longer-term sustainability process by reviewing and selecting a sustainability partner or tool to help plan and drive our next steps.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not Applicable
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Vermeer has a small business partner who is certified HUBZone, certified Service-Disabled Veteran Owned Small Business (SDVOSB). With this program, agencies can purchase equipment for their underground/specialty excavation needs within the small business set aside parameters. This program will incorporate a third party and any fees associated with that third party.</p> <p>Mary Andringa, daughter of Vermeer's founder Gary Vermeer has been involved in the business since 1982. Mary has served in many leadership roles including CEO and currently Chair of the Board. Mary has been a passionate ambassador for manufacturing, continuous improvement and global trade. One of 18 private sector members of President Obama's Export Council, representing manufacturing on important trade matters. Served two-year term as chair of the National Association of Manufacturers (NAM), the nation's largest manufacturing association, leading efforts to promote a stronger manufacturing industry. Past member of the Export-Import Bank Advisory Committee. Inducted into Industry Week's Manufacturing Hall of Fame.</p>
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Vermeer Corporation celebrates 7 decades of manufacturing. From modest beginnings, quality product innovations and demand has allowed the company to expand offering in more than 60 countries. Our full line is considered the innovator of quality products within the industry. The reputation of the Vermeer brand allows for typically higher resale of used equipment bringing more value to the governmental agency. Vermeer's product support is among the best in the industry, enabling the equipment investment to last longer, again adding value. Vermeer implements a training program for customers helping to maintain a safe work environment for the operators.</p> <p>Vermeer is the only supplier that can offer such a wide variety of equipment. For this Utility RFP, we are including products from our Infrastructure and MV Solutions segments.</p>

Table 9: Warranty

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

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	All materials and labor are covered as described in manufacturer Warranty Statements. See document: Warranty
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard Warranty is subject to one full year or 1,000 hours, whichever comes first as described in Manufacturer Warranty Statements. Extended warranties for parts and/or labor are available for a variety of terms and hours.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Standard warranty repair or replacement must be made at the dealer location as described in manufacturer Warranty Statements. Extended warranties and preventative maintenance programs are available that would include some travel time.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have the facilities and technicians available to perform warranty throughout the entire United States and Canada. Sourcewell entities will be provided service/warranty repair in our dealer's shops or on the job site when applicable.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranties will be passed on to the original equipment manufacturer.
50	What are your proposed exchange and return programs and policies?	Vermeer routinely accepts trade-ins for new equipment. The value for a specific piece can be discussed with a member and their local Vermeer representative. With the warranty we provide combined with a member's ability to try and/or see a piece of equipment operate in their local area, the need for simply returning or exchanging a product is not generally applicable to the type of equipment we deliver.
51	Describe any service contract options for the items included in your proposal.	Service contracts are available for purchase. It is marketed as Confidence Plus® with standard, base, and premium coverage options. See document: Warranty

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30. Cash, Credit, Financing and Leasing.
53	Describe any leasing or financing options available for use by educational or governmental entities.	A variety of leasing programs are available. This includes standard leases as well as leases with different purchase options at the end of the term. Purchase Options using predetermined or fair market values can be used to tailor monthly payments to a member's budget. Rates and terms can vary and be tailored to the members needs and based on their application.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Transaction documents will vary by dealer location, but typically a signed sales order and/or purchase order is acceptable.
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	If the P-card is associated with one of the major charge card issuers, then the P-card can be used for parts and service at multiple dealerships. Standard card issuer fees apply.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Vermeer is offering percentage discounts from our stated list prices. For the equipment in the Public Utility Equipment RFP, the discounts are up to 14%. There is a pricing list included with the RFP that incorporates the appropriate and stated discount for each unit and options for each model. The price list utilizes model numbers and sales codes rather than SKU numbers. A Freight Matrix is included with our pricing files. The Freight Matrix is broken out by Zone and Machine for each Vermeer product. The Freight Matrix shows the maximum amount that can be charged to a Sourcewell member. In most cases the location allows the freight to be much lower than is listed on the matrix. In order to determine total price, the Vermeer dealer will utilize the discounted list price on the price list and the freight matrix. By supplying both product price and freight as part of the "contract price", the member will be able to have full assurance of contracted pricing eliminating all the potential "gray area" for the Purchasing Officer. We will continue to work with Sourcewell to refine this method if needed. See document: Pricing and Delivery
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For equipment related to this RFP, discount is up to 14%. It is important to note that Vermeer utilizes one pricing system which is not inflated. Vermeer does not have a separate list price which includes higher prices for government entities or for discounting purposes. We have used the same process for establishing list prices for many decades.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealership network have the authority to consider volume discounts, member loyalty and may offer additional discounts at their discretion. Please contact the appropriate Vermeer Dealer or the Vermeer Corporate Accounts Department to discuss.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods will be provided through the Vermeer dealership with the following pricing maximums: Cost Plus up to 18% trailers Cost Plus up to 35% all other items
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Equipment Parts-Vermeer Corporation at 1210 Vermeer Road East in Pella, Iowa is the sole source manufacturer of Vermeer Genuine Parts. The Vermeer dealership network is the sole source distributor for genuine Vermeer parts that are recommended for use on all equipment. The pricing should not exceed the suggested list price. There are some specific local and state taxes that might be included in the acquisition price from the dealer. A few examples are the following: RDO Pacific in Oregon has a state privilege tax of 0.5% on all towable equipment RDO Vermeer Pacific in California, which is part of the Vermeer dealership network includes the following additional charges: CARB registration fee for any unit with a 50 hp engine and over. CARB is California Air Resources Board. This is government mandated. The dealership begins the registration process as soon as they can because the machine must sit until the registration process is complete or there is risk of being issued a citation. Tire tax of \$1.75 per tire. This is required for anything with tires. Registration fee for units that must be licensed and plated. This is done as a courtesy to the customer. If a customer prefers to take responsibility for this on their own, then the dealer does not charge a registration fee.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We have provided a freight matrix which includes any applicable freight and dealer prep costs. We included a maximum freight rate to provide the Sourcewell member with a check point and a not to exceed amount. The total price for each piece of equipment is determined by using the discounted model price in conjunction with the zone based freight matrix. Delivery is included in this total price for each unit.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have Vermeer dealerships covering Alaska, Hawaii, Canada, as well as throughout the globe. The Vermeer dealer works with Vermeer Corporation's logistics team to ship the product from the manufacturing plant to their location. The dealer then preps and delivers the equipment to the customer.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the nature of our product and business model, Vermeer is set up to distribute and deliver through the Vermeer dealership network. The service, longevity, and expertise of this dealership network along with the relationship with Vermeer Corporation is what makes it a unique distribution channel. Having a zoned freight matrix is something Vermeer does specific for Sourcewell.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Each dealer receives funding from Vermeer Corporation for products sold and delivered to Sourcewell members. To receive this funding the dealer must submit paperwork to the Vermeer Corporate Accounts Department, stating the Sourcewell program was utilized and who the purchasing member is. This paperwork along with submitted equipment registration is used as an accounting tool and in our audit process. Vermeer Corporation supplies marketing materials and schedules training sessions, allowing Vermeer to educate the Vermeer Dealers in the proper use and promotion of the Sourcewell program.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Vermeer has a 13 year sales history with NJPA/Sourcewell with consecutive years of year over year growth. We base our success on the contract by evaluating growth from the previous year, along with dealer engagement with quotes, sales and training.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Vermeer Corporation is proposing a 0.75% administrative fee to be paid to Sourcewell when reporting monthly equipment sales. Vermeer Corporation assumes this fee and will not ask dealers or members to pay any additional costs.

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Directional Drills- From a heritage of underground utility installation going back decades, Vermeer has been a market leader and innovator in the horizontal directional drill industry for more than 30 years. With a range of size and power offerings across our drill lineup, Vermeer has made a commitment to helping you tackle jobs in the tightest spaces and in the most difficult ground conditions, helping to maximize your productivity and improve your efficiency as you work to meet demanding deadlines.</p> <p>Ride-On Trenchers, Plows & Rock Wheels- Vermeer trenchers are available with a range of attachments from standard center mount to offset with conveyor, helping you to exceed jobsite expectations every time. Our RTX models feature the quad-track system for work in a wider range of weather and ground conditions. When we introduced quad tracks, we affirmed our commitment to making once unthinkable productivity rates possible. Vermeer also offers a variety of plows that help power down through turf with minimal ground disturbance. From our exclusive multi-blade plow for use in underground dripper line installation, to our versatile walk-behind plows and vibratory plows that make quick work of fiber-optic, gas and water utility installations. Cut through rock, concrete and other tough surfaces easily with a Vermeer rockwheel.</p> <p>Vacuum Excavators-Productive and powerful vacuum excavators that can be used with pothole applications and fluid management. A modular design allows it to be trailer or truck mounted.</p> <p>Piercing Tools-Also known as "Hole Hammers" these tools put the power of a proven, simple and reliable design in your hands. Vermeer Hole Hammers can handle a full range of projects, including gas, electric, fiber, telecom, water and irrigation installations.</p> <p>Pile Driver- As the world's population grows, alternative energy sources will become increasingly important contributors to the world's store of available energy. Vermeer offers solar industry pioneers the high-quality, productive equipment solution this rapidly expanding market demands.</p> <p>Locator (McLaughlin G3 Verifier)- McLaughlin's newest locator combines trusted precision with a simple, user-friendly interface. Contractors face congested underground conditions, unmarked utilities and increasingly strict regulations, making accurate, and timely locating more important than ever.</p> <p>Specialty Excavation- Vermeer can help find you the best trench digging machine. Whether you're cutting through hard rock or installing a cross-country pipeline, Vermeer has a trenching solution to meet your needs.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no subcategories under Specialty Excavation, Lawn Plows, Directional Drills, Piercing Tools, Locating Systems, Trenchless Vacs, Utility Trenchers and Pile Drivers.

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

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

Line Item	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable to the Vermeer product line	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable to the Vermeer product line	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vermeer offers all options listed	*
73	Utility locating equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vermeer offers locating equipment	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vermeer offers parts and services related to the offering	*

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

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing and Delivery.pdf - Thursday November 04, 2021 15:10:45
- [Financial Strength and Stability](#) - Financial Strength.pdf - Thursday November 04, 2021 14:15:08
- [Marketing Plan/Samples](#) - Marketing Plan.zip - Thursday November 04, 2021 15:02:05
- [WMBE/MBE/SBE or Related Certificates](#) - Insurance.pdf - Thursday November 04, 2021 14:15:31
- [Warranty Information](#) - Warranty.pdf - Thursday November 04, 2021 14:15:19
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Ability to Sell and Deliver Service.pdf - Thursday November 04, 2021 14:21:01

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Tousey, Corporate Accounts Manager, Vermeer Corporation

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	<input checked="" type="checkbox"/>	1



CONTRACT EXTENSION

Contract Number: 110421-VRM

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

Vermeer
1210 E Vermeer Rd

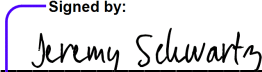
Pella, Iowa
(Vendor) 50219-7660

have entered into Contract Number: 110421-VRM
for the procurement of: Public Utility Equipment with Related Accessories and Supplies

The Contract has an expiration date of 2025-12-27 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-12-27 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:

C0FD2A139D06489
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

10/20/2025 | 4:52 PM CDT
Date

Signed by:

EBC777E511D427
Authorized Signature

Chad Tousey
Name

Corporate Account Manager
Title

10/21/2025 | 2:05 PM CDT
Date

Vermeer #110421-VRM

Pricing for contract #110421-VRM offers Sourcewell participating agencies the following discounts:

- Up to a 14% discount off list price
- In addition to the discount off MSRP, Vermeer's dealership network has the authority to consider volume discounts, member loyalty, and additional discounts at their discretion. Please contact the appropriate Vermeer Dealer or the Vermeer Corporate Accounts Department to discuss.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** April 15, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.e. - Public Improvement Contract with Five Star Electric, Inc. for the Sanitary Pump Station Generator Replacements (CI 24-007)

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Public Improvement Contract with Five Star Electric, Inc. in the amount of \$254,391.00 for construction of the Sanitary Pump Station Generator Replacements (CI 24-007) Project.

EXECUTIVE SUMMARY:

This project will provide replacement back-up generators at Barclay Hills, Hidden Creek, Nobel Ridge, Parrish Road and Settlers Point pump stations to ensure they remain operational during emergencies and power outages. Due to the age of the equipment, replacement parts are difficult to obtain, with long lead times, delays and increased costs. Replacement of these five generators (replaced in-kind) will increase the ease of maintenance since parts for newer generators are easier to obtain.

BACKGROUND:

The existing backup generators at five (5) sewer pump stations (locations listed below) need to be replaced. Due to the age of the equipment, replacement parts are difficult to obtain, with long lead times, delays and increased costs. These sewer pump stations must remain operational during emergency power outages. Therefore, waiting for parts when repairs are needed is detrimental to the functioning of the generators. All five (5) existing generators run on natural gas and will be replaced in-kind.

The list below provides the names and locations of the existing pump stations to be replaced.

Pump Station	Address
Settlers Point	19468 Wild Bill Court
Parrish Road	11520 Parrish Road
Barclay Hills	17881 Peter Skene Way
Hidden Creek	19833 Highway 213
Nobel Ridge	13181 Gaffney Lane

On February 6, 2026, the project was advertised in the *Daily Journal of Commerce* and DemandStar, the City's bid procurement platform, in accordance with City and State contracting procedures. The bid opening was held on March 26, 2026 and seven (7) bids

were received. Staff and RH2 Engineering, Inc. reviewed the bids and determined that Five Star Electric, Inc. was the low responsive bidder. The contract award value is two hundred fifty-four thousand, three hundred ninety-one dollars and zero cents (\$254,391.00).

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

Five Star Electric, Inc.	\$254,391.00
Western United Civil Group, LLC	\$305,190.00
RA Gray Construction, LLC	\$308,848.00
Sampson Construction	\$323,922.00
La Londe Electric	\$363,143.00
Fulcrum Construction	\$438,050.00
Slateco, LLC	\$466,986.30

The Engineer’s Estimate was \$353,000. The average bid was consistent with the engineer’s estimate, and the lowest bidder was 27.9% below the engineer’s estimate. Bids from RA Gray Construction, LLC and Slateco, LLC had clerical errors that caused their true bid to differ from what they submitted. These errors do not affect the status of Five Star Electric, Inc. as the lowest responsive bidder. The bid by La Londe Electric was rejected because it was missing unit pricing for two bid items.

Construction will begin in the Spring of 2026 and work is anticipated to be completed by Fall of 2026.

The total budget for the Sanitary Pump Station Generator Replacement Project (CI 24-007) is \$549,000.00. This Public Improvement Contract is in alignment with the project’s budget, and adequate funds are available.

OPTIONS:

1. Approve Public Improvement Contract with Five Star Electric, Inc. for the Sanitary Pump Station Generator Replacements (CI 24-007).
2. Approve Public Improvement Contract with Five Star Electric, Inc. for the Sanitary Pump Station Generator Replacements (CI 24-007) with Amendments.
3. Deny Public Improvement Contract with Five Star Electric, Inc. for the Sanitary Pump Station Generator Replacements (CI 24-007) and provide further direction.

BUDGET IMPACT:

Amount	\$254,391.00
Fiscal Year(s):	2026-2027
Funding Source(s):	Sanitary Sewer Fund
Included in Approved Budget:	Yes

SECTION III A
CONTRACT AGREEMENT

This Agreement made and entered into this 15th day of April 2026, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **FIVE STAR ELECTRIC, INC.** (“CONTRACTOR”).

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

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **SANITARY PUMP STATION GENERATOR REPLACEMENTS (CI 24-007)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Submittal Requirements and Forms Contract Agreement Oregon City Public Improvement Standard Conditions Statutory Conditions to Contract Agreement Payment Bond Performance Bond State of Oregon Statutory Public Works Bond	Prevailing Wage Rates for Public Works Contracts in Oregon, dated January 5, 2026 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dates October 5, 2025 Prevailing Wage Apprenticeship Rates dated January 5, 2026 Definitions of Covered Occupations for Public Works Contracts in Oregon dated October 5, 2024 2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents General Conditions Special Provisions Contract Drawings Archaeological Inadvertent Discovery Plan (IDP) City of Oregon City Standard Details All items included within these Contract Documents. Addendum 1 – March 20, 2026
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The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The entire project shall be substantially complete by October 15, 2026 and ready for final acceptance by November 13, 2026 as identified in 00180.50(b) of the Special Provisions.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **two hundred fifty-four thousand, three hundred, ninety-one dollars (\$254,391.00)**.

ARTICLE IV - Warranty and Quality of Work

In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that the work will be of good quality, free from faults and defects and in conformance with the City's specifications. Work that does not conform to these standards shall be considered defective.

Contractor shall, at its own expense, make good and repair any and all defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to the Contractor within 60 days after the expiration of the warranty period. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used to repair the defect.

In witness whereof, the parties hereto have executed this agreement, the day and year first above written.

CITY OF OREGON CITY

FIVE STAR ELECTRIC, INC.

By: _____
Anthony J. Konkol III
City Manager

Printed Name

By: _____
Dayna Webb, P.E.
Public Works Director

By: _____
Authorized Signature

Approved as to Legal Sufficiency

Title

By: _____
City Attorney

Date

Address:

City Commission Award Date:

Federal Taxpayer ID Number



RH2 ENGINEERING
Portland

2 Centerpointe Drive, Suite 325
Lake Oswego, OR 97035
1.800.720.8052 / rh2.com

March 31, 2026

Sang Pau
Project Manager
City of Oregon City
625 Center Street
Oregon City, OR 97045

Sent via: Email

Subject: Sanitary Pump Station Generator Replacements (CI 24-007)
Recommendation for Award

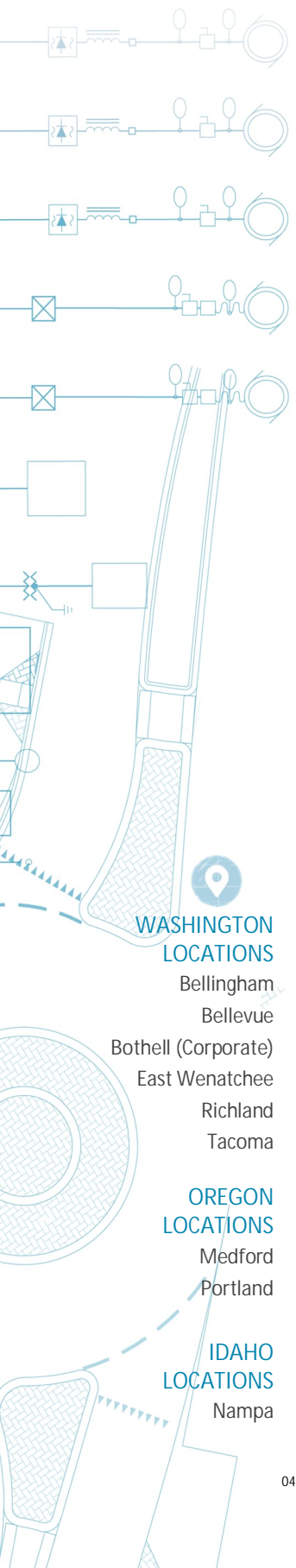
Dear Mr. Pau:

The bids for the City of Oregon City's (City) Sanitary Pump Station Generator Replacements project were opened as advertised on Thursday, March 26, 2026, at 2:00 PM at the City's Public Works Department. Of the 7 bids received, Five Star Electric, Inc., submitted the lowest bid at \$254,391.00, followed by Western United Civil Group, LLC, at \$305,190.00. A summary of the lowest four bid totals is provided as follows:

- | | |
|------------------------------------|--------------|
| 1. Five Star Electric, Inc. | \$254,391.00 |
| 2. Western United Civil Group, LLC | \$305,190.00 |
| 3. RA Gray Construction | \$308,888.00 |
| 4. Sampson Construction Co, Inc. | \$323,922.00 |

A review of the bids shows that Five Star Electric's low bid was approximately 27.9 percent lower than the Engineer's Estimate of \$353,000.00.

Based on a review of the bid submissions received, RH2 Engineering, Inc., recommends that the City award the contract to Five Star Electric, Inc.



WASHINGTON LOCATIONS

- Bellingham
- Bellevue
- Bothell (Corporate)
- East Wenatchee
- Richland
- Tacoma

OREGON LOCATIONS

- Medford
- Portland

IDAHO LOCATIONS


- Nampa



If you have any questions or would like to discuss anything further regarding this recommendation or the bid results, please contact me at (360) 510 4350 or mbraaksma@rh2.com. Thank you for the opportunity to assist you with this project.

Sincerely,

RH2 ENGINEERING, INC.


Mark Braaksma, PE
Project Manager
MWB/fs/gn



Client City of Oregon City
 Project Name and CI # 24-007 Sanitary Pump Station Generator Replacements
 Bid Tabulation
 Date: 4/2/2026

Apparent Low

Other Bidders

Item	Description	Units	Quantity	Engineers Estimate		Five Star Electric LLC		Westen United Civil Group, LLC		RA Gray Construction, LLC		Sampson Construction		REJECTED La Londe Electric		Fulcrum Construction		Slateco, LLC		
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price
1	Extra Work as Authorized	FA	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	\$ 3,000.00	\$ 3,000.00	\$ 27,500.00	\$ 27,500.00	\$ 29,843.00	\$ 29,843.00	\$ 30,000.00	\$ 30,000.00	\$ 31,988.00	\$ 31,988.00	\$ 31,988.00
3	Chain Link Fence	FT	90	\$ 100.00	\$ 9,000.00	\$ 103.00	\$ 9,270.00	\$ 81.00	\$ 7,290.00	\$ 74.00	\$ 6,660.00	\$ 116.00	\$ 10,440.00		\$ 7,500.00	\$ 125.00	\$ 11,250.00	\$ 104.57	\$ 9,411.30	\$ 104.57
4	Vinyl Fences and Gates	FT	25	\$ 696.00	\$ 17,400.00	\$ 208.00	\$ 5,200.00	\$ 156.00	\$ 3,900.00	\$ 140.00	\$ 3,500.00	\$ 187.00	\$ 4,675.00		\$ 8,500.00	\$ 350.00	\$ 8,750.00	\$ 297.52	\$ 7,438.00	\$ 297.52
5	Hidden Creek Electrical	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 42,513.00	\$ 42,513.00	\$ 50,000.00	\$ 50,000.00	\$ 55,800.00	\$ 55,800.00	\$ 45,232.00	\$ 45,232.00	\$ 59,550.00	\$ 59,550.00	\$ 70,100.00	\$ 70,100.00	\$ 65,588.00	\$ 65,588.00	\$ 65,588.00
6	Nobel Electrical	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 35,050.00	\$ 35,050.00	\$ 45,000.00	\$ 45,000.00	\$ 58,100.00	\$ 58,100.00	\$ 45,787.00	\$ 45,787.00	\$ 58,550.00	\$ 58,550.00	\$ 69,700.00	\$ 69,700.00	\$ 68,910.00	\$ 68,910.00	\$ 68,910.00
7	Settlers Electrical	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 31,358.00	\$ 31,358.00	\$ 32,000.00	\$ 32,000.00	\$ 32,245.00	\$ 32,245.00	\$ 42,933.00	\$ 42,933.00	\$ 33,850.00	\$ 33,850.00	\$ 81,250.00	\$ 81,250.00	\$ 72,900.00	\$ 72,900.00	\$ 72,900.00
8	Parrish Electrical	LS	1	\$ 51,000.00	\$ 51,000.00	\$ 43,500.00	\$ 43,500.00	\$ 42,000.00	\$ 42,000.00	\$ 57,118.00	\$ 57,118.00	\$ 51,733.00	\$ 51,733.00	\$ 61,700.00	\$ 61,700.00	\$ 71,400.00	\$ 71,400.00	\$ 75,030.00	\$ 75,030.00	\$ 75,030.00
9	Barclay Electrical	LS	1	\$ 80,600.00	\$ 80,600.00	\$ 57,500.00	\$ 57,500.00	\$ 70,000.00	\$ 70,000.00	\$ 67,425.00	\$ 67,425.00	\$ 70,622.00	\$ 70,622.00	\$ 78,650.00	\$ 78,650.00	\$ 70,600.00	\$ 70,600.00	\$ 110,721.00	\$ 110,721.00	\$ 110,721.00
TOTAL (ITEMS 1 TO 9)					\$ 353,000.00	-27.9%	\$ 254,391.00	-13.5%	\$ 305,190.00	-12.5%	\$ 308,848.00	-8.2%	\$ 323,922.00	2.9%	\$ 363,143.00	24.1%	\$ 438,050.00	32.3%	\$ 466,986.30	

Note: Cells highlighted in Yellow are bid items with mathematical errors. Contract states that unit prices prevail and math errors are corrected.
 Cells highlighted in Orange: Bid has missing unit prices for items. Bid is rejected per Section I 12.B.3.



CITY OF OREGON CITY

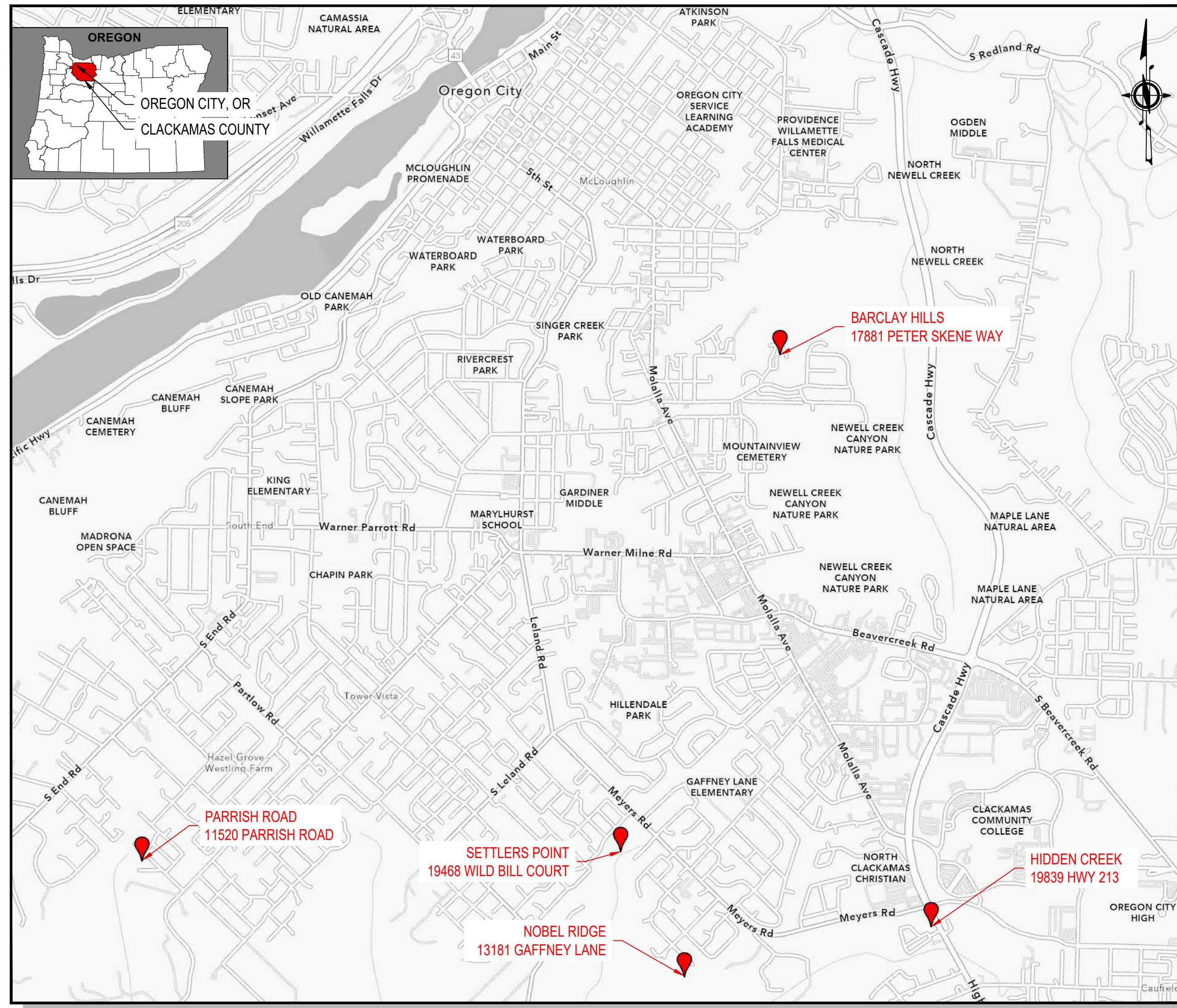
SANITARY PUMP STATION GENERATOR REPLACEMENTS

WINTER 2025/2026
VOLUME I OF I



REGISTERED PROFESSIONAL ENGINEER
104363PE
OREGON
MARK WILLIAM BRAAKSMA
EXPIRES: 12/31/2027

PROJECT LOCATION MAP



CALL 48 HOURS BEFORE YOU DIG ONE CALL 1-800-332-2344

ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER AT 503-232-1978.

CONTACT PERSONNEL

CONTACT	AGENCY	PHONE
SANG PAU (PROJECT MANAGER)	OREGON CITY	(971) 204-4629
JOSH WHEELER (ASST. CITY ENGINEER)	OREGON CITY	(971) 204-4634
CHAD RENHARD (WASTE/STORMWATER)	OREGON CITY	(971) 204-4673
KEVIN HANKS (WATER)	OREGON CITY	(971) 204-4662
JAYSON THORNBERG (STREETS)	OREGON CITY	(971) 204-4680
MARK BRAAKSMA, P.E.	RH2 ENGINEERING	(360) 510-4350
ALEX BRAAKSMA	RH2 ENGINEERING	(503) 446-2885
RYAN WINFREE	NW NATURAL GAS	(971) 401-0869
SCOTT ANDERSON	COMCAST	(503) 351-9487
GREG TRAVIS	LUMEN/CENTURYLINK	(503) 416-1507
BRYAN HANGARTNER	PORTLAND GENERAL ELECTRIC	(541) 963-6988

DRAWING INDEX

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06	NOBEL ELECTRICAL PLAN	E05	16	ELECTRICAL DETAILS	E15
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CONSTRUCTION NOTES

General Notes

- CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THIS PROJECT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS INCLUDING SUCH INCIDENTALS AS MAY BE NECESSARY TO MEET THE INTENT OF THE PROJECT CONTRACT DOCUMENTS, APPLICABLE AGENCY REQUIREMENTS AND OTHER WORK AS NECESSARY TO PROVIDE A COMPLETE PROJECT.
- THE WORK ON THIS PROJECT SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ODOT'S STANDARD SPECIFICATIONS, THE CITY'S STANDARD SPECIFICATIONS, ORS CHAPTER 333, AWWA AND APWA STANDARDS, AND THE PROJECT TECHNICAL SPECIFICATIONS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS BEFORE START OF WORK. THE CONTRACTOR SHALL TAKE ALL NECESSARY FIELD MEASUREMENTS AND OTHERWISE VERIFY ALL DIMENSIONS AND EXISTING CONSTRUCTION CONDITIONS INDICATED AND/OR SHOWN ON THE PLANS. SHOULD ANY ERROR OR INCONSISTENCY EXIST, THE CONTRACTOR SHALL NOT PROCEED WITH THE WORK AFFECTED UNTIL REPORTED TO THE PROJECT ENGINEER FOR CLARIFICATION OR CORRECTION.
- ANY INSPECTION BY THE CITY, COUNTY, STATE, FEDERAL AGENCY OR PROJECT ENGINEER SHALL NOT, IN ANY WAY, RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN COMPLIANCE WITH APPLICABLE CODES, REGULATIONS, CITY STANDARDS AND PROJECT CONTRACT DOCUMENTS.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY REQUIRED PERMITS IN ADDITION TO PERMITS PROVIDED BY OWNER. THE CONTRACTOR SHALL OBTAIN THE APPROPRIATE UTILITY PERMIT(S) FROM THE CITY, STATE, OR COUNTY WITH JURISDICTION FOR THE STREETS OR ROADS WITHIN THE PROJECT WORK AREA PRIOR TO CONSTRUCTION OF SYSTEM IMPROVEMENTS. A CITY BUSINESS PERMIT IS REQUIRED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS AND THE METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES REQUIRED TO PERFORM THE WORK. CONTRACTORS SHALL ABIDE BY ALL OSHA AND OTHER APPLICABLE SAFETY REGULATIONS.
- CONTRACTOR SHALL MAINTAIN AND COORDINATE ACCESS TO ALL AFFECTED PROPERTIES.
- THE CONTRACTOR SHALL GIVE THE CITY A MINIMUM OF 72 HOURS NOTICE IN ADVANCE OF START OF WORK AND CONNECTION TO EXISTING SYSTEM AND PRIOR TO SHUTTING DOWN ANY EXISTING WATER MAIN OR SERVICE.
- CONTRACTOR SHALL CALL 1-800-332-2344 FOR UTILITY LOCATES BEFORE CONSTRUCTION. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BY THE APPROPRIATE UTILITY LOCATING PROFESSIONALS, PRIOR TO AND DURING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND THE UTILITY COMPANY WHEN A CONFLICT OCCURS.
- THE CONTRACTOR SHALL MAKE PROVISIONS TO KEEP ALL EXISTING UTILITIES IN SERVICE AND PROTECT THEM DURING CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY DAMAGED UTILITIES USING MATERIAL AND METHODS APPROVED BY THE UTILITY OWNER. NO SERVICE INTERRUPTIONS SHALL BE PERMITTED WITHOUT PRIOR WRITTEN AGREEMENT WITH THE UTILITY PROVIDER.
- THE CONTRACTOR SHALL CLEAN UP ALL AREAS AFFECTED BY CONSTRUCTION ACTIVITY TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AT THE END OF EACH WORKING DAY OR MORE FREQUENTLY IF REQUIRED. THIS INCLUDES REMOVAL OF ALL DUST, MUD, ROCKS, ASPHALT DEBRIS, AND REFUSE FROM STREETS, SIDEWALKS, DRIVEWAYS, AND ANY OTHER AREAS AFFECTED BY THE CONSTRUCTION ACTIVITIES. THE OWNER'S REPRESENTATIVE CAN SHUTDOWN THE PROJECT IF CLEAN UP IS NOT PERFORMED TO THEIR SATISFACTION. WORK WILL RESUME ONCE THE PROJECT SITE IS CLEAN AND ORDERLY AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL ADHERE TO ALL APPLICABLE EROSION CONTROL REQUIREMENTS.
- HOURS OF CONSTRUCTION SHALL BE 7:00 AM TO 6:00 PM, MONDAY THROUGH FRIDAY UNLESS SPECIFICALLY NOTED ELSEWHERE. WORK ON SATURDAY OR SUNDAY & HOLIDAYS MUST BE APPROVED BY PROJECT ENGINEER. CONSTRUCTION ACTIVITIES INCLUDE ALL FIELD MAINTENANCE OF EQUIPMENT, REFUELING, PICKUP AND DELIVERY OF EQUIPMENT AS WELL AS ACTUAL CONSTRUCTION ACTIVITY.
- CONTRACTOR SHALL RESTORE ALL ROADS, DRIVEWAYS, AND OTHER TRENCHED OR DISTURBED AREAS TO THEIR EXISTING CONDITION OR BETTER AND PER CITY STANDARDS AND THESE PLANS AND SPECIFICATIONS.

- ANY ALTERATION OR VARIANCE FROM THESE PLANS, EXCEPT MINOR FIELD ADJUSTMENTS NEEDED TO MEET EXISTING FIELD CONDITIONS, SHALL FIRST BE SUBMITTED TO THE OWNER IN WRITING FOR APPROVAL PRIOR TO IMPLEMENTATION. ANY ALTERATION OR VARIANCE FROM THESE PLANS SHALL BE DOCUMENTED ON CONSTRUCTION FIELD PRINTS AND TRANSMITTED TO THE PROJECT ENGINEER.
- CONTRACTOR MUST KEEP (1) COPY OF APPROVED PLANS ON-SITE WHENEVER CONSTRUCTION IS IN PROGRESS. UPON COMPLETION OF CONSTRUCTION AND PRIOR TO CLOSEOUT, THE CONTRACTOR SHALL SUBMIT "REDLINE DRAWINGS" TO THE CITY FOR PREPARATION OF RECORD DRAWINGS. THE "REDLINE DRAWINGS" ARE TO DOCUMENT ALL DEVIATIONS AND REVISIONS TO THE APPROVED PLANS.
- ALL FACILITIES ON THIS PROJECT ARE ASSIGNED RISK CATEGORY III IN ACCORDANCE WITH THE OREGON STRUCTURAL SPECIALTY CODE.

Existing Utilities

- ALL UTILITIES: UTILITIES SHOWN ARE BASED ON UNDERGROUND UTILITY LOCATE MARKINGS AS PROVIDED BY OTHERS. THE ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND LOCATES REPRESENT THE ONLY UTILITIES IN THE AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INDEPENDENTLY VERIFY THE ACCURACY OF ALL UTILITY LOCATIONS AND THE SIZE OF ALL UTILITIES SHOWN TO AVOID DAMAGE AND/OR DISTURBANCE TO SUCH UTILITIES, AND TO FURTHER DISCOVER AND AVOID ANY OTHER UTILITIES NOT SHOWN HEREON WHICH MAY BE AFFECTED BY THE IMPLEMENTATION OF THIS PLAN. CONTRACTOR SHALL PRESERVE, PROTECT AND SUPPORT ALL EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION. REPAIR, OR REPLACE ALL EXISTING STRUCTURES DAMAGED DURING CONSTRUCTION.

TESC General Notes

- CONTRACTOR SHALL ADHERE TO ALL APPLICABLE EROSION CONTROL REQUIREMENTS AND SHALL PROVIDE EROSION AND SEDIMENTATION CONTROL MEASURES AND FACILITIES AS REQUIRED TO PREVENT EROSION.
- IN THE EVENT OF ANY EROSION CONTROL MEASURE FAILURE, IMMEDIATE ACTION SHALL BE TAKEN TO REPAIR, REPLACE, OR CONSTRUCT ADDITIONAL MEASURES AS REQUIRED TO ENSURE ADEQUATE EROSION CONTROL PROTECTION.
- ANY DISCHARGE OF SEDIMENT-LADEN RUN-OFF OR OTHER POLLUTANTS TO WATERS OF THE STATE IS SUBJECT TO ENFORCEMENT ACTION, THE COST FOR WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- DURING CONSTRUCTION, ALL RELEASES OF OILS, HYDRAULIC FLUIDS, FUELS, OTHER PETROLEUM PRODUCTS, PAINTS, SOLVENTS, AND OTHER DELETERIOUS MATERIALS MUST BE CONTAINED AND REMOVED IN A MANNER THAT WILL PREVENT THEIR DISCHARGE TO WATERS AND SOILS. THE CLEANUP OF SPILLS SHALL TAKE PRECEDENCE OVER OTHER WORK ON THE PROJECT. BARRELS, PETROPHILIC PADS, TARPS, AND OTHER EQUIPMENT NECESSARY FOR CAPTURING, CONTROLLING, AND DISPOSING OF HAZARDOUS FLUIDS SHALL BE AVAILABLE ON-SITE AT ALL TIMES.
- OWNER REPRESENTATIVES MAY DIRECT MAINTENANCE AND REPAIR OF TESC MEASURES AND/OR FACILITIES AS THE HIGHEST PRIORITY WORK AT ANY TIME. THE TESC MEASURES AND/OR FACILITIES DO NOT MEET THE PERMIT, CITY AND PLAN REQUIREMENTS. TESC MEASURES AND FACILITIES ARE NOT SHOWN ON THE PLANS, BUT SHALL BE PROVIDED BASED ON WEATHER CONDITIONS AND CONSTRUCTION PRACTICES AT THE DISCRETION OF THE OWNER.
- FILTER FABRIC INLET BARRIERS ARE TO BE CONSTRUCTED AROUND ALL STORM SYSTEM INLETS WHICH ARE DOWNSTREAM FROM THE CONSTRUCTION SITE AND SUBJECT TO RECEIVING SEDIMENT OR SEDIMENT LADEN WATER AS A RESULT OF THE CONSTRUCTION OPERATIONS.
- DUST CONTROL MUST BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL USE A VACUUM STREET SWEEPER TO REMOVE DUST AND DEBRIS FROM PAVEMENT AREAS AS DIRECTED BY THE ENGINEER OR OWNER'S REPRESENTATIVE. FLUSHING OF STREETS SHALL NOT BE PERMITTED WITHOUT PRIOR CITY AND COUNTY APPROVAL. POWER BROOMS SHALL NOT BE USED, NOR PERMITTED ON SITE.

OC PROJECT #: CI 24-007
SANITARY PUMP STATION
GENERATOR REPLACEMENTS
COVER

REVISION	DATE	DESCRIPTION
1	3/17/26	REVISED PER ADDENDUM 1



DATE: 3/18/2026
OC RECORD DRAWING#:

DRAWING NUMBER:
COV
SHEET 01 OF 17



CITY OF OREGON CITY CITY COMMISSION WORK SESSION DRAFT MEETING MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, March 11, 2025 at 6:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 6:08 P.M.

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

STAFFERS: 4 - City Manager Tony Konkol, Assistant City Manager Alex Rains, Assistant City Recorder Evan Lee, Community Development Director Aquilla Hurd-Ravich

2. GENERAL BUSINESS

a. Legislative Update from Representative Hartman

Annessa Hartman, State Representative, gave a presentation on the ongoing state legislative session.

Mayor McGriff asked what House Bill (HB) 2964 does that was not already allowed by existing legislation. Representative Hartman said this bill would allow churches to build housing on their land, which is something that some churches in unincorporated Clackamas County were not currently allowed to do. It would also provide funding to churches for the predevelopment phase of housing construction on their land. Mayor McGriff said it was a bad idea to build housing outside of cities' Urban Growth Boundaries, because those houses would not be able to receive services.

b. Climate Friendly Equitable Communities - Conceptual Report

Aquilla Hurd-Ravich, Community Development Director, gave a recap of the City Commission's discussions of Climate Friendly Equitable Communities (CFEC) to date. The discussion at this meeting would center around feedback from the public and the city's options moving forward.

Brian Davis, a consultant helping the city with CFEC compliance, presented a conceptual approach to implementing state requirements. Davis explained that the city had previously selected "Option 3" from the three available CFEC compliance options, which requires eliminating parking minimums within transit buffer areas while allowing the city to maintain some regulatory control.

The presentation covered key elements of CFEC requirements, including the elimination of parking minimums within half a mile of Metro bus routes and within a quarter-mile of downtown Oregon City and the implementation of parking maximums within these areas. Additional requirements included redeveloping underused parking spaces, ensuring tree canopy or solar panel coverage for parking areas, providing electric vehicle charging infrastructure, and establishing bicycle and mobility device parking provisions.

Davis emphasized that eliminating parking minimums does not mean no parking will be built. Rather, market forces would determine appropriate parking levels. He noted that the city's existing parking regulations already substantially comply with many CFEC requirements, with only minor adjustments needed.

The Planning Commission (PC) recommended citywide application of parking maximums to simplify the development code, rather than only applying them in transit buffer areas. The PC also favored prioritizing tree canopy coverage over solar panel installations for environmental mitigation in parking areas. There was discussion about tree well sizes and creating a list of acceptable tree species.

Commissioner Mitchell highlighted that the state mandate allowed for off street parking to be up to 2,000

feet away and said he opposed adopting these regulations citywide.

Mayor McGriff said that the rules did not work for Oregon City because the transit corridor was too large. She wanted to find an "Option Four." She said that Oregon City residents needed cars because the existing public transit provided by TriMet was insufficient. She argued that the CFEC requirements would negatively impact the livability of Oregon City.

Mrs. Hurd-Ravich said the city had already received multiple extensions from the state to adopt CFEC code updates. The current legislative deadline was the end of June 2025. She asked if bringing code updates to the Planning Commission in April 2025 and then to the City Commission in May 2025 was an acceptable timeline.

Mayor McGriff said she was still holding out for a fourth option that would work better for Oregon City. Commissioner Marl said the city already tried the fourth option when they joined a losing lawsuit against CFEC regulations. He said the city should move ahead with the proposed timeline.

There was discussion about what would happen if the city did not adopt anything. Bill Kabeiseman, City Attorney, said that the state would likely force the city to apply any relevant statute and Oregon Administrative Rule (OAR). The Department of Land Conservation and Development (DLCD) could also pull funds from the city in an enforcement action.

There was consensus to move ahead with the timeline proposed by Mrs. Hurd-Ravich.

The Commission took a break from 7:40 P.M. to 7:51 P.M.

c. McLoughlin Promenade Follow Up

Alex Rains, Assistant City Manager, presented a progress report on addressing encroachments onto the McLoughlin Promenade. On January 15, 2025, the Commission had instructed staff to send encroachment license agreements to property owners with encroachments. Some property owners had signed the agreements. Others had either not responded or taken issue with the language of the agreement. She said the staff report included potential other options of how to deal with encroachments that staff could send to property owners.

City Attorney Bill Kabeiseman explained that the city's options were limited by the fact that the promenade was dedicated to the city for public purposes. Unlike privately purchased property, dedicated property creates a trustee relationship where the city can only use it for the purposes for which it was dedicated. This meant that the city could likely not use easements or lot line adjustment to deal with encroachments. He also added that adverse possession claims could not be pressed against government entities.

There was discussion about what the vacation process would look like and how costly it might be. Tony Konkol, City Manager, said that writing the legal description for a vacation would be more difficult than a normal vacation.

The Commission chose to go analyze each property in the order provided in the staff report.

Mr. Konkol detailed the history of how the VFW property was created. Damon Mabee, speaking on behalf of the VFW, proposed exchanging some of its property to the city for some of its encroaching property. He said the proposal would net the city about 4,200 square feet. There was consensus to move forward with the proposal and work out a cost-sharing agreement in the future.

The second property, 123 High Street, had a shed encroaching on the promenade and adjacent right of way. There was consensus that the owner needed to apply for a permit for the right of way permit encroachment. If the shed was not on a foundation, then the shed could be moved out of the promenade. If it was on a foundation, then the owner would need to sign the encroachment license agreement.

The Commission reached consensus that the third property, 214 Bluff Street, remove its rock border and fire pit from the promenade. There was consensus that the deck could stay if the license agreement were signed.

The Commission agreed that all encroachments from the fourth property, 210 Bluff Street, be removed.

For properties five through eight and thirteen, there was discussion about if Bluff Street and Promenade Street should serve as boundaries for the promenade. Commissioner Mitchell asked that staff reach out to the Tax Assessor to find out what impact vacating this land would have on the adjacent property owners' tax bills. Commissioner Wilson requested a walking tour of the portion of the promenade near these properties.

421 High Street was added to the list. There was consensus to review encroaching parking spaces adjacent to 421 High Street during a walking tour.

The owner of property nine, 503 High Street, had not signed the letter because of the indemnity agreement. There was discussion about the indemnity language and recreational immunity law. The Commission would revisit this and property ten, 515 High Street, after the walking tour.

Property eleven, which consisted of 110, 112, 114, and 116 South Bluff Street, had vehicle, boat, and trailer storage encroaching on the promenade. There was consensus for staff to come back with a proposal that would allow working vehicle parking but exclude trailer and boat storage.

There was consensus that the owner of property twelve, 118 Promenade Street, be required to remove all encroachments.

The Commission discussed access to the encroachments by property fourteen, 127 South High Street. There was consensus to discuss it further after their walking tour.

Properties fifteen and sixteen, 111 High Street and 509 High Street, had both signed the encroachment license agreement.

The Commission wanted to review the retaining wall encroachments adjacent to property seventeen, 524 High Street, on their walking tour.

3. FUTURE AGENDA ITEMS

- a. List of Future Work Session Agenda Items

Mr. Konkol reviewed the list of future work session agenda items listed in the staff report.

4. CITY MANAGER'S REPORT

- a. Update on City Projects

Mr. Konkol reviewed the staff report of updates on city projects.

5. COMMITTEE REPORTS

Commissioner Wilson said the Homeless Solutions Coalition of Clackamas County had demolished the former Miles Fiberglass building. They were looking at a groundbreaking in May or June of 2025. They were also planning to invite people to public sessions to give information on what they would be doing with the property.

6. ADJOURNMENT

Mayor McGriff adjourned the meeting at 9:50 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder
Date Approved: _____



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

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, July 2, 2025 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:04 P.M.

PRESENT: 4 - Commissioner Adam Marl, Commissioner Mike Mitchell, Commissioner Rocky Smith, Mayor Denyse McGriff

EXCUSED: 1 - Commissioner Scott Wilson

STAFFERS: 9 - City Manager Tony Konkol, Assistant City Manager Alex Rains, City Recorder Jakob Wiley, Police Chief Shaun Davis, Finance Director Matt Zook, Planning Manager Christina Robertson-Gardiner, Parks and Recreation Director Scott Archer, Public Works Director Dayna Webb, Economic Development Manager James Graham

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

a. Parks and Recreation Month

Mayor McGriff read the proclamation declaring July 2025 as Parks and Recreation Month.

4. PUBLIC COMMENTS

Joyce Gifford, resident of Oregon City, spoke about a boat tour last Wednesday. She also said there were two Oregon City sites in the Oregon Wildlife Viewing Guide.

5. PRESENTATIONS

a. Water Environment Services Update

Greg Geist, Director of Clackamas Water Environment Services (WES), presented the 2024 Annual Report. He explained their vision and mission, service area, financial stewardship, commitment to reasonable and predictable rates, System Development Charges, upgrading and upsizing aging infrastructure, serving wastewater needs, facility operations, energy conservation wins, and partnering with Oregon City.

Tony Konkol, City Manager, discussed the great partnership with WES. There was discussion regarding what the Rotary Water Club does.

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

Motion by Commissioner Marl, seconded by Commissioner Mitchell, to approve the consent agenda.

motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell

NO: None

- a. Resolution No. 25-21, Supporting the submission for a Housing Planning Assistance Grant to the Department of Land Conservation and Development (DLCD) to pay for the city's next Housing Capacity Analysis
- b. Personal Services Agreement with Brown and Caldwell, Inc. for the NPDES MS4 and TMDL Support (PS 25-012)
- c. Approval of Lumen Rights-of-Way Fee Settlement & Release Agreement
- d. Enhancement Grant Awards for FY 2025/2026

8. PUBLIC HEARINGS

- a. Resolution No. 25-20, Supplemental Budget for the 2025-27 Biennium

Chair McGriff opened the public hearing.

Matt Zook, Finance Director, said this would create a new fund that was not known at the time the budget was adopted. It was a separate fund to care for the cemetery grounds.

There was no public testimony.

Chair McGriff closed the public hearing.

Motion by Commissioner Marl, seconded by Commissioner Mitchell, to approve Resolution No. 25-20, Supplemental Budget for the 2025-27 Biennium. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell

NO: None

9. GENERAL BUSINESS

- a. Resolution No. 25-17, Adjusting Solid Waste Collection and Disposal Rates Effective August 1, 2025

Pam Bloom and Will Mathias, B&B Leasing, and Dayna Webb, Public Works Director, presented the solid waste collection and disposal rates adjustment. They reviewed state, regional, and local solid waste regulations, regional rates, Oregon City rates by container size, the recycle+ program, and properly disposing of batteries. The proposal was for a 4.35% increase for all residential size cans.

There was discussion regarding recycling and food waste, incentivizing smaller 20 gallon cans by not raising that rate and passing the additional costs to the 95 gallon cans.

The resolution would come back to the July 16, 2025 meeting with the amended rate as proposed.

- b. Ordinance 25-1009, an ordinance of the City of Oregon City revising the City Code by adding Municipal Code Chapter 8.23 – Outdoor Burning and declaring an emergency

Shaun Davis, Police Chief, said at the last meeting the Commission had requested language changes to Exhibit A, Section D, numbers 2, 3, and 4. Those changes had been made.

Motion by Commissioner Marl, seconded by Mayor McGriff, to approve the first reading of Ordinance 25-1009, an ordinance of the City of Oregon City revising the City Code by adding Municipal Code Chapter

8.23 – Outdoor Burning and declaring an emergency. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell
NO: None

Motion by Commissioner Marl, seconded by Mayor McGriff, to approve the second reading and final adoption of Ordinance 25-1009, an ordinance of the City of Oregon City revising the City Code by adding Municipal Code Chapter 8.23 – Outdoor Burning and declaring an emergency. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell
NO: None

c. Downtown Oregon City Association Memorandum of Understanding

James Graham, Economic Development Manager, presented the new MOU for 2025-2027. The City provided DOCA with \$60,000 per year and DOCA provided several deliverables to the City including three events, cross-promotion, and financial statements.

Motion by Commissioner Mitchell, seconded by Mayor McGriff, to approve the Downtown Oregon City Association Memorandum of Understanding for the 2025-2027 biennium. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell
NO: None

10. COMMUNICATIONS

City Manager -

None.

Commissioners -

None.

Mayor -

Mayor McGriff reported on the Lamprey Festival. She announced the First City Festival on July 26 and Rereading History event on July 15.

a. Appointments to the Citizen Involvement Committee

Mayor McGriff appointed Donna Renee Larsen, Deby Butzer, and Mark Beatty to the Citizen Involvement Committee

11. ADJOURNMENT

Mayor McGriff adjourned the meeting at 7:58 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder

Date Approved: _____



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

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, July 16, 2025 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:02 P.M.

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

STAFFERS: 7 - Assistant City Manager Alex Rains, Assistant City Recorder Evan Lee, Police Chief Shaun Davis, Public Works Director Dayna Webb, Parks and Recreation Director Scott Archer, Economic Development Manager James Graham, IT Director Mike Dobaj

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

4. PUBLIC COMMENTS

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

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

7. CONSENT AGENDA

Motion by Commissioner Smith, seconded by Mayor McGriff, to approve the consent agenda except Item 7d. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Marl, Commissioner Wilson, and Commissioner Mitchell

NO: None

- a. Nomination of David Goldberg to Library District Advisory Committee (LDAC)
- b. Resolution No. 25-17, Adjusting Solid Waste Collection and Disposal Rates Effective August 1, 2025
- c. Holcomb Boulevard Safe Routes to School Project (CI 22-011) Grant Amendment No. 2
- d. Resolution No. 25-23, Establishing Immunity from Certain Personal Injury or Property Damage Claims Described in ORS 105.668, as Amended by Senate Bill 179 (2025)

Item 7.d. was discussed after Item 9.

Alex Rains, Assistant City Manager, said following the incident in Newport, there was a ruling that took away cities' ability to use recreational immunity. Oregon City would need to opt in in order to take advantage of the new protections offered.

Carrie Richter, City Attorney, said cities under 500,000 had to opt in by passing a resolution implementing recreational immunity which extended to all city staff. Oregon City had an implementing resolution on the books for the temporary bill, but this needed to be updated to reflect the permanent bill.

Motion by Commissioner Marl, seconded by Mayor McGriff, to approve Item 7d. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Marl, Commissioner Wilson, and Commissioner Mitchell

NO: None

- e. Vectra Network Monitoring Tool 3-Year Renewal
- f. Municipal Court Bailiff Services Contract with Succor Global

8. PUBLIC HEARINGS

- a. Continuation of Resolution Modifying System Development Charges for Parks and Recreation Facilities

Scott Archer, Parks and Recreation Director, said staff presented the Parks SDCs in June and the Commission asked staff to bring back additional information on the amount for the aquatic center and tiering the multifamily rate. He asked that this item be continued to August 20 to redraft the methodology based on the Commission's direction.

There was discussion regarding what would happen to SDC rates if the Commission decided to go for a bond for the aquatic center before SDCs collected the full amount for that project.

Motion by Commissioner Wilson, seconded by Commissioner Mitchell, to continue the resolution modifying System Development Charges for Parks and Recreation Facilities to August 20 with the methodology for 9.1 million for the aquatic center and a tiered multifamily rate. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Wilson, and Commissioner Mitchell

NO: Commissioner Marl

9. GENERAL BUSINESS

- a. Resolution No. 25-18, Redesignation of Oregon City Enterprise Zone

James Graham, Economic Development Manager, said the Enterprise Zone had been in existence for ten years. It was time to re-designate it, as its current configuration was ineligible. The zone was designed to encourage job creation. Mr. Graham gave examples of businesses that had benefitted from the current enterprise zone program. The new law stated all enterprise zones had to go to the School District for their support. Oregon City School District had submitted their resolution of support on July 01, 2025.

Barrett Lewis, Echo NW, reviewed the state eligibility criteria and explained the analysis that was done to qualify for the Enterprise Zone. He analyzed maps of the existing and proposed enterprise zones, summaries of the existing and proposed enterprise zones, a boundary change site analysis, and next steps. The existing enterprise zone was not eligible for renewal as-is under the current criteria. However, the proposed enterprise zone met the new criteria. Expansion improved the commercial/industrial alignment, and the School Board was in support.

There was discussion comparing the two maps and how a portion of downtown would qualify that did not qualify now, how the Commission would approve hotels and motels on a case-by-case basis, and how businesses couldn't benefit from both Urban Renewal and the Enterprise Zone.

Motion by Commissioner Marl, seconded by Commissioner Mitchell, to approve Resolution No. 25-18, Redesignation of Oregon City Enterprise Zone. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Marl, Commissioner Wilson, and Commissioner Mitchell

NO: None

10. COMMUNICATIONS

City Manager -

None.

Commissioners -

Commissioner Smith gave an update on the DMMO, Destination Oregon City.

Mayor -

Mayor McGriff announced the One Community One Book event on July 22, 2025.

11. ADJOURNMENT

Mayor McGriff adjourned the meeting at 7:51 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder

Date Approved: _____



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

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, August 6, 2025 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:02 P.M.

PRESENT: 4 - Commissioner Mike Mitchell, Commissioner Rocky Smith, Commissioner Scott Wilson, Mayor Denyse McGriff

EXCUSED: 1 - Commissioner Adam Marl

STAFFERS: 7 - City Manger Tony Konkol, Assistant City Manager Alex Rains, Assistant City Recorder Evan Lee, Police Chief Shaun Davis, Parks and Recreation Director Scott Archer, Deputy Parks and Recreation Director Tom Kissinger, Economic Development Manager James Graham

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

a. Oath of Office for New Oregon City Police Officer

Shaun Davis, Police Chief, introduced Officer Hudson Ehrich. Mayor McGriff administered the Oath of Office to Officer Ehrich.

4. PUBLIC COMMENTS

Tim Powell, resident of Oregon City, spoke about a Metro Enhancement Grant for event printing costs for the McLoughlin Neighborhood Association. In the grant agreement, it stated the neighborhood association had to purchase insurance for the event; however, this event was neighborhood garage sales with no event venue or contracts with sellers, and everyone handled their own individual sales. He contacted insurance companies, but they said they could not provide insurance as there was nothing to insure against. He asked for an exemption from the insurance requirement.

The Commission reached consensus to add this to the agenda as Item 9.b.

Mr. Powell also discussed a sidewalk situation in the McLoughlin neighborhood. He had talked to the County about a CDBG grant but there was no funding until 2026. They had met with concrete contractors to come up with ideas to reduce costs.

Tyson Brown, resident of Oregon City, spoke about sidewalk replacements in the McLoughlin neighborhood. He asked the Commission for support in reducing the costs for the permits, expanding the timeline for residents to finish the repairs, and expanding the sidewalk repair program to include damage not caused by street trees.

Michael Sugar, resident of Oregon City, echoed the comments about sidewalks. He thought sidewalks were an asset to the community, but liabilities to property owners. He thought there should be a City-wide vested interest in protecting the sidewalks and financial support should be expanded beyond street tree damage. The fee structure for the permitting should also be reviewed. He thought longer timeframes and

ranking priority for ordinance violations should be considered.

James Nicita, resident of Oregon City, asked if property owners were responsible for repairs to sidewalk corners. Mayor McGriff said they were not.

Corinne Patel, resident of Oregon City, discussed the expense of repairing the sidewalks. She asked the City to reconsider how they handled the sidewalk reimbursement program and not have residents pay the costs up front, since many did not have the money.

Seth Henderson, DOCA Vice President, reported on the First City Celebration including attendance, vendors, and sponsors.

Damon Mabee, resident of Oregon City, discussed a sidewalk issue the City Commission dealt with in the past. The resolution was that property owners were responsible for removing the sidewalks and the City was responsible for putting in new sidewalks.

Mayor McGriff said the Commission planned to address the sidewalks on August 20 with a public hearing and documentation from staff.

There was consensus to add the sidewalk issue to the agenda as Item 9.a.

5. PRESENTATIONS

None

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

Motion by Commissioner Smith, seconded by Commissioner Mitchell, to approve the consent agenda. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Mitchell, and Commissioner Wilson

NO: None

- a. Resolution No. 25-24, A Resolution Declaring an Emergency and Temporarily Exempting the Construction Activities in 6th Street, Main Street, and South 2nd Street Right-of-Ways and Travel Lanes Associated with the 2025 Oregon City Roadway Reconstruction Project PMUF (CI 24-006) from the Prohibition Against Unlawful Noises
- b. Resolution No. 25-25, A Resolution Declaring an Emergency and Temporarily Exempting Pole Replacement Construction Activities Adjacent to 1145 Molalla Avenue from Prohibition Against Unlawful Noises
- c. Resolution No. 25-26, A Resolution Declaring an Emergency and Temporarily Exempting Construction Activities at 1842 Molalla Avenue from Prohibition Against Unlawful Noises
- d. Change Order No. 1 for the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014)
- e. Amendment No. 2 to the Personal Services Agreement with Water System Consulting, Inc. for the Molalla Avenue Transmission Main WIFIA 3-1 (CI 22-014) Project
- f. Personal Services Agreement with Century West Engineering for the Clairmont Area

Sanitary Rehabilitation Project (CI 25-004)

- g. Deed of Dedication for the Washington Street Improvements Project (CI 25-005) - Stimson Property (1795 Washington Street)
- h. Personal Services Agreement with Friends of Trees for 2025-2027 Neighborhood Tree Planting Events
- i. Minutes of the October 16, 2024, City Commission Regular Meeting
- j. Minutes of the November 06, 2024 City Commission Regular Meeting
- k. Minutes of the November 20, 2024 City Commission Regular Meeting

8. PUBLIC HEARINGS

- a. Removal of Dead Elm at Library Park by City Staff (SP-25-00056)

Mayor McGriff opened the public hearing.

Scott Archer, Parks and Recreation Director, presented the staff report. This was a request for removal and mitigation of a dead Elm tree at Library Park. He explained the existing conditions, tree assessment, proposed tree mitigation, and options for the Commission.

There was discussion regarding the replacement tree species and size and how many replacement trees to plant.

Lyle Feilmeier, arborist with Bartlett Tree Services, explained why the replacement Elm species was chosen.

There was no public comment.

Mayor McGriff closed the public hearing.

The Commission deliberated on whether to require a larger tree or multiple trees.

Motion by Commissioner Mitchell, seconded by Mayor McGriff, to approve the removal of the dead Elm tree at Library Park by City Staff (SP-25-00056) and for staff to come back with an alternate mitigation plan. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Mitchell, and Commissioner Wilson

NO: None

The Commission took a break from

9. GENERAL BUSINESS

- a. Items for August 20 Meeting

There was discussion regarding additional information staff should bring back to the August 20 meeting including assistance for property owners who had to replace more than two sidewalk panels, property owners paying into a fund for the City to replace the sidewalks, implications of a short term City-wide moratorium on the permit fee, implications of a short term no interest loan, and other creative solutions.

- b. Insurance Requirement for the McLoughlin Neighborhood Association

There was discussion regarding waiving the insurance requirement for this unique circumstance and how the neighborhood association was not an entity like the other groups that received grants. There was consensus that the grant program needed to be evaluated prior to the deadline next year.

Motion by Commissioner Mitchell, seconded by Mayor McGriff, to approve the exemption request for the insurance requirement for the McLoughlin Neighborhood Association. The motion passed by the following vote:

YES: Commissioner Smith, Mayor McGriff, and Commissioner Wilson
NO: Commissioner Mitchell

c. McLoughlin Promenade

Alex Rains, Assistant City Manager, reviewed the list of properties and estimated costs for vacations/lot line adjustments that would be necessary to fulfill the proposals in the acknowledgement letters, starting with 104 Tumwater Drive. She noted the lot line adjustment for this property would result in a split zone parcel. The estimated cost was \$9,161.

There was discussion regarding the applicant contributing to the cost.

Damon Mabee, representing the property owners, VFW, said they were willing to put some money towards this; however, they were giving a lot of property back to the City.

Motion by Commissioner Smith, seconded by Commissioner Mitchell, to approve the Acknowledgement Letter for 104 Tumwater Drive and to have the parties work together on the amount contributed by the VFW. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Mitchell, and Commissioner Wilson
NO: None

The next property discussed was 123 High Street. The property owner would need to get a right-of-way permit, which was \$689, and they would be allowed to remain in the encroachment area.

There was discussion about whether to allow the accessory structure to be rebuilt if it was removed or destroyed.

Motion by Commissioner Wilson, seconded by Commissioner Smith, to approve the Acknowledgement Letter for 123 High Street with the amendment that if the structure was removed or destroyed, it would have to comply with current regulations to be rebuilt, and the permit would be discounted 100%. The motion passed by the following vote:

YES: Commissioner Smith, Commissioner Mitchell, and Commissioner Wilson
NO: Mayor McGriff

The next property discussed was 214 Bluff Street. All the encroachments would be removed except for the deck.

There was discussion regarding giving the applicant longer than 60 days for removal.

Motion by Commissioner Mitchell, seconded by Commissioner Wilson, to approve the Acknowledgement Letter for 214 Bluff Street with the amendment to extend the timeline to 120 days. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Mitchell, and Commissioner Wilson
NO: None

The next property discussed was 210 Bluff Street. All encroachments needed to be removed.

Motion by Commissioner Wilson, seconded by Mayor McGriff, to approve the Acknowledgement Letter for 210 Bluff Street with the amendment to extend the timeline to 120 days. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Mitchell, and Commissioner Wilson
NO: None

The next property discussed was 302 Bluff Street. The items would be allowed to remain in the

encroachment area.

Commissioner Wilson was not in support of giving permission to park on Promenade property.

There was discussion regarding the wood stairs and deck not being able to be rebuilt on City property.

Motion by Commissioner Wilson, seconded by Commissioner Mitchell, to approve the Acknowledgement Letter for 302 Bluff Street with the amendment that the permission to park on Promenade property be removed.

There was discussion regarding how this property did not have other options for parking.

Commissioner Mitchell withdrew his second.

There was consensus to discuss the applications with parking separately and come back to this application.

The next property discussed was 503 High Street. It had extensive landscaping that would be allowed to remain as long as it was maintained. Any signage indicating the property was private would be removed.

Motion by Commissioner Mitchell, seconded by Mayor McGriff, to approve the Acknowledgement Letter for 503 High Street as proposed. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Mitchell, and Commissioner Wilson

NO: None

The next property discussed was 515 High Street. The portion of the Promenade where the foundation of the home was located would be vacated. The cost would be \$1,823.

There was discussion regarding how much of the cost should be paid by the applicant.

Motion by Commissioner Wilson, seconded by Mayor McGriff, to approve the Acknowledgement Letter for 515 High Street as proposed. The motion failed by the following vote:

YES: Mayor McGriff and Commissioner Wilson

NO: Commissioner Mitchell and Commissioner Smith

The next property discussed was 127 S High Street. The items would be allowed to remain in the encroachment area. There was discussion about whether to allow replanting.

Motion by Commissioner Mitchell, seconded by Commissioner Smith, to approve the Acknowledgement Letter for 127 S High Street as written. The motion carried by the following vote:

YES: Commissioner Smith, Commissioner Mitchell, and Commissioner Wilson

ABSTAIN: Mayor McGriff

The next property discussed was 524 High Street. There was a rock retaining wall and landscaping, which would be allowed to remain.

Motion by Commissioner Mitchell, seconded by Mayor McGriff, to approve the Acknowledgement Letter for 524 High Street as proposed. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Mitchell, and Commissioner Wilson

NO: None

There was discussion regarding the properties with parking allowed in the Promenade area. Commissioner Wilson thought all the properties had the option to park on the street. Commissioner Smith thought they should look at Bluff Street and how to make it work better.

The Commission next discussed 302 Bluff Street. There was concern about whether to allow repair and replacement of the deck and stairs.

James Nicita, owner of 302 Bluff Street, said when the City vacated the lot for the VFW, the ordinance defined the Promenade as a street. Some of the deeds for the property owners in this area had legal boundaries as so many feet from Bluff Street or Promenade Street. Historically the east side of the Promenade right-of-way was on the Promenade and the west side was on Railroad Avenue. Back in the 19th century, Railroad Avenue was called Bluff Street. They were referring to the entirety of the right-of-way back then, above and below, as a street. He said that the city's setback requirements were listed as distance from adjacent streets, not the Promenade. To enforce setback requirements, the city would have to consider Promenade Street as a street.

There was discussion regarding access to the house if the stairs were removed.

Mr. Nicita said originally the house was one story, but in 1995 it was raised about four feet off the ground. Originally if someone went out the front door, they would go down the steps to Third Street. When they raised the house, that's when the front steps were built. If the steps had to be removed now, he would not be able to get into the front of the house.

Commissioner Mitchell thought homeowners should have the right to rebuild like for like wherever they were allowing decks or stairs to remain. He asked if the letters allowed that.

Carrie Richter, City Attorney, said they allowed for maintenance, including replacing boards or posts. However, if they were removed or destroyed, the stairs would not be able to go back where they were.

There was concern about on-street parking and how the code said they could not park on-street for more than 72 hours. It was noted that the McLoughlin neighborhood had a residential parking permit program for parking on the street longer term.

Josh Adams, owner of 311 High Street, said there was an apartment to the north. Those residents parked on High Street, and the neighbor to the south had several cars that parked on High Street and Bluff Street. If he could not park on Promenade property, he would not have any available parking after work except two to three blocks away. He did not think that was reasonable. The area on the Promenade next to him could be maintained by the Parks Department when he was gone during the day, but they did not.

Commissioner Smith did not know how to fix some of these issues without fixing Bluff Street first. He suggested aligning Bluff Street parallel with High Street to create a parallel property line that would match for most of the property owners. He did not think the decisions would be consistent otherwise.

Mayor McGriff did not think parking should be allowed at 118 Promenade Street.

Motion by Commissioner Wilson, seconded by Mayor McGriff, to approve the Acknowledgement Letter for 302 Bluff Street with the amendment that the permission to park on Promenade property be removed. The motion failed by the following vote:

YES: Commissioner Mitchell and Commissioner Wilson

NO: Commissioner Smith and Mayor McGriff

There was discussion regarding 515 High Street and how much the owner should pay for the survey work.

Motion by Commissioner Mitchell, seconded by Mayor McGriff, to approve the Acknowledgement Letter for 515 High Street with a 50% contribution by the property owner. The motion carried by the following vote:

YES: Commissioner Smith, Mayor McGriff, Commissioner Mitchell, and Commissioner Wilson

NO: None

There was discussion regarding 406 Promenade Street, where the deck stairs would remain, but the fence, sign, and landscaping would be removed.

Motion by Commissioner Wilson, seconded by Mayor McGriff, to approve the Acknowledgement Letter for 406 Promenade Street with the amendment that the permission to park on Promenade property be removed and to extend the timeline for removal of items to 120 days. The motion passed by the following vote:

YES: Mayor McGriff, Commissioner Mitchell, and Commissioner Wilson
NO: Commissioner Smith

There was discussion regarding what parking was available for 408 Promenade Street.

Motion by Commissioner Wilson, seconded by Mayor McGriff, to approve the Acknowledgement Letter for 408 Promenade Street with the amendment that the permission to park on Promenade property be removed. The motion failed by the following vote:

YES: Commissioner Wilson
NO: Commissioner Smith, Mayor McGriff, and Commissioner Mitchell

There was discussion regarding 114 & 116 S Bluff Street and how the trailer, recreational vehicle, and boat storage needed to be removed. There was further discussion regarding the access issues.

Motion by Commissioner Wilson to approve the Acknowledgement Letter for 114 & 116 S Bluff Street with the amendment that the permission to park on Promenade property be removed and to extend the timeline for removal to 120 days. The motion died for lack of a second.

Commissioner Smith thought something needed to be done to get equitable frontage along the properties to allow parallel parking in front of their houses before they approved any other letters.

Mayor McGriff thought the parking should be tabled, but the items that were encroaching should still be removed. Commissioner Mitchell was concerned about sending people two separate letters.

Motion by Commissioner Mitchell, seconded by Commissioner Smith, to table the letters for the seven locations that had outstanding parking issues and rescind the approval of 406 Promenade Street. The motion carried by the following vote:

YES: Commissioner Smith, Commissioner Mitchell, and Commissioner Wilson
ABSTAIN: Mayor McGriff

Commissioner Smith wanted to know more about the right-of-way connections from Bluff Street and Promenade Street to High Street and which had been vacated, and which had not been vacated.

10. COMMUNICATIONS

City Manager

None

Commissioners

Commissioner Mitchell thanked staff for a great job on the National Night Out event.

Mayor

Mayor McGriff acknowledged staff's work at the First City event and Concerts in the Park.

a. Appointment of Betty Mumm to TAC as Chamber Representative

Mayor McGriff appointed Betty Mumm to the Transportation Advisory Committee.

11. ADJOURNMENT

Mayor McGriff adjourned the meeting at 9:57 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:** April 15, 2026
From: Alexandra Troutman, Assistant City Manager

SUBJECT:

Item 9.a. - Intergovernmental Agreement for Riverwalk Project

STAFF RECOMMENDATION:

Staff recommend City Commission authorize the City Manager to sign the intergovernmental agreement and easements for the Riverwalk Project.

EXECUTIVE SUMMARY:

On August 25, 2025, the City of Oregon City entered into a grant agreement with the State of Oregon authorizing the expenditure of \$12,500,000 in lottery grant funds for the enhancement and improvement of the Riverwalk area of Willamette Falls, a publicly accessible pedestrian trail, extending from Highway 99E to the PGE Dam adjacent to the Willamette River.

Since then, the City has conducted negotiations with the Confederated Tribes of Grand Ronde (CTGR), the owner of the former Blue Heron Paper Mill property, and come to terms on an intergovernmental agreement (IGA) and easements for the design and improvement of the Riverwalk. Pursuant to the agreement and City oversight, CTGR will oversee the design and construction of the Riverwalk adjacent to Block 2 between 3rd and 4th streets using State funds. These improvements will be located within a public access easement that, once construction concludes, will be operated by the City's Parks Department.

BACKGROUND:

On August 25, 2025, the City of Oregon City entered into a grant agreement with the State of Oregon authorizing the expenditure of \$12,500,000 in lottery grant funds for the enhancement and improvement of the area of Willamette Falls. Shortly after the grant agreement was signed, the City began negotiating with the Confederated Tribes of Grand Ronde (CTGR), the owner of the former Blue Heron Paper Mill property, on an intergovernmental agreement (IGA) and corresponding easements for the design and improvement of the Riverwalk, a publicly accessible pedestrian trail, extending from Highway 99E to the PGE Dam adjacent to the Willamette River. It is anticipated that the Riverwalk Design and Construction will occur concurrently with the development of the CTGR's tumwata village Master Plan, a mixed-use redevelopment.

As of April 1, 2026, the CTGR confirmed their agreement with the IGA and applicable easements as written and are planning to present to their Tribal Council soon for approval. Pursuant to the agreement, the CTGR have agreed to oversee the design and construction of

the Riverwalk adjacent to Block 2 between 3rd and 4th streets using State funds, under the oversight of the City. These improvements will be located within a public access easement that, once construction concludes, will be operated by the City's Parks Department.

The IGA and easements are attached in their entirety to this staff report for review and a summary of highlights is provided below:

- To date, the Project has only been conceptually designed without the benefit of schematic engineering or detailed final design drawings. In recognition of this, the parties have agreed to a series of easements corresponding to each development phase of the project, along with an agreement that if any easement expires or is otherwise terminated and the State seeks return of the Grant funds, the Parties shall be jointly responsible for sharing in the repayment on an equal basis.
- The temporary Access Easement will be granted during the design phase of the project, to be followed and replaced by the permanent Construction and Access Easement at the initiation of the construction phase of the project.
- The Riverwalk Advisory Group will be comprised of the City's Project Manager and staff and the CTGR Development Manager and Staff. The Advisory Group shall include six members total.
- Development of the Riverwalk Project is the sole obligation of the City, consistent with the grant agreement. However, the City intends that all management decisions with respect to the project will be a joint, consensus-driven effort consistent with the Riverwalk Project Advisory Group recommendations. If there is no consensus with the Advisory Group, a final determination will be made by the City's Project Manager.

OPTIONS:

1. Authorize the City Manager to sign the intergovernmental agreement and easements for the Riverwalk Project.
2. Authorize the City Manager to sign the intergovernmental agreement and easements for the Riverwalk Project with Amendments.
3. Do not authorize the City Manager to sign the intergovernmental agreement and easements for the Riverwalk Project and provide further direction.

BUDGET IMPACT:

Amount	\$12,500,000
Fiscal Year(s):	
Funding Source(s):	Grant
Included in Approved Budget:	

COOPERATIVE IMPROVEMENT AGREEMENT
Riverwalk Block 2 Project

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and among the CITY OF OREGON CITY (the “City”) and the CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF OREGON (“CTGR”) (each a “Party” and collectively, the “Parties”), effective as of the last date of signature below (the “Effective Date”).

RECITALS

A. On November 12, 2014, a Notice of Decision was issued for redevelopment at the former Blue Heron Paper Company located at 419/427 Main Street, Oregon City, Oregon (the “Property”). The land-use decision included the Willamette Falls Legacy Project Master Plan CP14-02, Zone Change and Text Amendment ZC 14-03, Comprehensive Plan Map Amendment and Amendments to Ancillary Documents of the Comprehensive Plan PZ14-01 via Ordinance No. 14-1016. The land use decision allowed mixed-use development on the Property and provided a conceptual alignment and process for development of a Riverwalk Project, a pedestrian and non-motorized vehicle public access adjacent to the Willamette River running in a north-south direction from 5th Ave to the Willamette Falls (“Prior Riverwalk Project”).

B. On August 15, 2019, CTGR acquired the Property and on September 6, 2022 CTGR formally renamed the Property to “tumwata village” (the “tumwata village”).

C. On January 27, 2025, a Notice of Decision was issued for land-use decision GLUA-24-00027: MAS-24-00002 (Master Plan Revision to CP 14-02) MAS-24- 00010, NROD-24-00030, GEO-24-00006, WRG-24-00001 (Detailed Development Plan to build street network). The tumwata village Master Plan, amended the Willamette Falls Legacy Master Plan to reflect CTGR development objectives for the Property including future pedestrian routes through tumwata village, but also retained the Prior Riverwalk Project’s conceptual Project alignment along the Willamette River, as depicted in Figure 8 Framework Plan of the land-use decision and attached as Exhibit A (“Riverwalk Project”).

D. The City intends to construct the Riverwalk Project in phases ultimately providing a continuous and permanent public pedestrian access to and along the river to the Willamette Falls in collaboration with CTGR as funds become available. The phases and the status of each effort are as follows:

1. Block 1 between Hwy 99 to the south side of Heron Place– CTGR has obtained building permits and is in the process of installing a curb-tight variable 14’ wide multi-use path along the Willamette River side of Eel Road which will serve as the Riverwalk Project along this block.
2. Block 2 between Heron Place and Story Place – Necessary engineering, design and construction for this work has yet to begin but grant funds have been secured and work will proceed subject to this cooperative agreement. It

is anticipated that construction efficiencies will be realized if construction occurs in coordination with CTGR's planned improvements on Block 2.

3. Blocks 3, 4 and south to Willamette Falls – The timing, design and funding sources for continuing the Riverwalk Project along Blocks 3 and 4 is unknown.

E. On August 25, 2025, the City entered into a Grant Agreement (the "Grant Agreement" or "Grant") with the State of Oregon authorizing the grant of \$12,500,000 dollars to begin construction of Block 2 of the Riverwalk Project subject to certain conditions. This agreement is attached as Exhibit B.

F. Pursuant to the Grant Agreement, the City must obtain a permanent Construction and Public Access easement, as defined in subsection 4.1 and 4.2 below to allow for construction of the Riverwalk Block 2 Project. Because the Riverwalk Block 2 Project has only been conceptually designed without the benefit of schematic engineering or detailed final design drawings, the Parties have agreed to a series of easements corresponding to each development phase detailed below, along with an agreement that if any easement expires or is otherwise terminated and the State seeks return of expended Grant funds, the Parties shall be jointly responsible for sharing in the repayment on an equal basis.

G. Therefore, concurrent with signing this Agreement, CTGR will convey to the City a nonexclusive access easement (the "Access Easement") for the purpose of developing Final Design of the Riverwalk Block 2. The term of the Access Easement will expire on the earlier of: (1) 5 years from the date of the Access Easement; (2) upon termination of the Access Easement by mutual agreement of the parties; or (3) replacement by permanent construction and access easement (the "Permanent Easement") between Owner and City for the Riverwalk Project following Final Design and prior to construction of the Block 2 portion.

H. Once Final Design is completed and prior to construction, CTGR will convey a Permanent Easement to allow for construction of the Riverwalk Project. The Permanent Easement will be for an area limited exclusively to that necessary for construction consistent with the Final Design and once construction is completed it will be amended to further reduce the area to be limited exclusively to that necessary to provide for public access and maintenance for the Riverwalk Project Block 2. The Parties acknowledge that there is a possibility, however unlikely, that the Riverwalk Project Block 2 may not be completed and therefore agree that the permanent easement may be terminated if construction of the Riverwalk Project is not implemented within 5 years of Final Design or by mutual agreement.

I. The Parties recognize that design, engineering and construction efficiencies will be realized by coordinating and working with CTGR on Riverwalk Project construction in tandem with CTGR as they move forward with development of tumwata village.

J. The Parties now desire to enter into this Agreement for the purpose of outlining a consensus-based approach for managing and implementing construction of the Riverwalk Project

Block 2 consistent with the terms of the Grant Agreement on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties agree as follows:

AGREEMENTS

1. Term. The term of this Agreement shall commence on the Effective Date and expire or be amended by mutual agreement of the parties but in no event earlier than the date when all of the funds provided through the Grant Agreement are expended, and in no event later than September 5th, 2028.

2. Definitions. In addition to the definitions set forth in the Recitals, above, capitalized terms used in this Agreement shall have the definitions set forth in this Section 2, below.

2.1 City Project Manager. Staff person employed by the City to be the project manager of the Riverwalk Block 2. The City's Project Manager for this Project is Scott Archer, Parks and Recreation Director, or assigned designee upon individual's absence. City may change the foregoing Project Manager and address by giving prior written notice to all other Parties at their notice addresses.

2.2 CTGR Development Manager. Staff person employed by CTGR charged with day-to-day design and construction management and implementation oversight of Riverwalk Block 2. CTGR's Development Manager for this Project is Ryan Webb, Engineering and Planning Manager, or assigned designee upon individual's absence. CTGR may change the foregoing CTGR Development Manager and address by giving prior written notice to all other Parties at their notice addresses.

2.3 Final Design. The "Final Design" shall occur after completion of engineered plans, specifications, construction estimate, issuance of all permits as well as the drafting legal descriptions of the revised easement area boundaries for Riverwalk Block 2.

2.4 Project Costs. Expenditures reasonable, necessary, and directly related to construction of the Riverwalk Block 2 as authorized by the Grant Agreement.

2.5 Riverwalk Block 2. Riverwalk Block 2 is generally defined to include the area from, and including Heron Place to Story Place parallel and adjacent to the Willamette River and Block 2 of the tumwata village master plan approval as depicted in Exhibit A.

2.6 Riverwalk Project. The Riverwalk Project is defined in Recital D and Exhibit A includes the design, engineering and completion of construction drawings necessary for construction, obtaining all necessary permits and construction of Riverwalk Block 2.

2.7 Riverwalk Project Advisory Group. The advisory governing body for the Riverwalk Block 2 comprised of the City Project Manager and staff as determined by the City, and

the CTGR Development Manager and staff as determined by CTGR. The Advisory Group shall include six members, three from the City including the City Project Manager, and three from CTGR including the CTGR Development Manager.

3. Authority

3.1 Reservation of Regulatory and Legislative Authority. Each Party expressly reserves its regulatory and ownership authority with respect to the Riverwalk Block 2 and the Property, including, for example, the City's regulatory authority over land use approvals and CTGR's authority over development of the Property.

3.2 Project Management Authority. Development of the Riverwalk Block 2 consistent with the Grant Agreement is the sole obligation of the City. However, the City intends that all management decisions with respect to Riverwalk Block 2 Project implementation as well as the Riverwalk Project in its entirety, will be a joint, consensus-driven effort consistent with the Riverwalk Project Advisory Group recommendations.

3.3 Riverwalk Block 2 Project Implementation. The City Project Manager shall be responsible for identifying all development objectives and approving all design and building plans necessary to implement the Riverwalk Block 2 Project consistent with the Riverwalk Project Advisory Group recommendations. The CTGR Development Manager shall be responsible for implementing design and building plans including negotiating all contracts for design, engineering and construction work as well as day-to-day oversight and management of Riverwalk Block 2 work.

4. CTGR Obligations

4.1 Riverwalk Block 2 Access Easement. Concurrent with executing this Agreement, CTGR shall convey a nonexclusive access easement (the "Access Easement"), attached as Exhibit C, as necessary to pursue Final Design of Riverwalk Block 2. The easement width shall initially be 100-foot wide from the high-water mark which shall serve as a place-holder until such time as design and engineering is completed. The term of the Access Easement will expire on the earlier of: (1) 5 years from the date of the Easement; (2) termination of the Access Easement by mutual agreement of the parties; or (3) replacement by a Permanent Easement following Final Design and prior to construction of the Riverwalk Project in a form substantially similar to what is attached as Exhibit D.

4.2 Riverwalk Block 2 Permanent Easement. Following development of Final Design and prior to construction, CTGR shall convey a Permanent construction and public access easement for the construction of the Riverwalk Project in the form attached as Exhibit D, with area to be determined following Final Design and engineering is completed. Once construction concludes, the construction and public access easement will be amended or replaced with an easement, which will narrow or refine the easement boundaries to an area limited exclusively to that necessary to provide for public access and maintenance for the Riverwalk Project.

4.3 Easement Expiration Repayment Obligation. If any of the easements conveyed pursuant to this Agreement expire for any reason and the State of Oregon responds seeking recovery of any expended Grant Funds, the Parties shall be jointly responsible for sharing this repayment obligation on an equal basis.

4.4 Design Engineering and Project Management and Construction. CTGR Development Manager, or their consultants, shall manage the design engineering and construction efforts necessary to develop the Riverwalk Block 2 including, but not limited to, solicitation, contracting and payment for all design engineering necessary to produce and provide final plans, obtaining specifications and costs estimates for the Block 2 Project; identify and obtain all required permits; prepare all bid and contract documents for public improvements; advertise for construction bid proposals; award all contracts; pay all contractor costs; provide technical inspection, project management services and other necessary functions for sole administration of the contracts entered into for Riverwalk Block 2. Provided however, payment of all costs shall be contingent upon available Grant funds to reimburse CTGR.

4.5 Project Completion. CTGR acknowledges that Riverwalk Block 2 engineering and construction efforts shall continue only for so long as the City has Grant funds available and as such this work will need to be phased in close coordination with the Project Advisory Group to ensure that no contractual commitments exceed the funding available.

4.6 Applicable Law. CTGR agrees to comply in all ways with applicable local state and federal ordinances, statutes, laws and regulations for completion of all design engineering and construction of Riverwalk Block 2.

4.7 Contracts for Services and Improvements. To the extent possible, CTGR Development Manager shall provide copies of all draft contracts and scope of work to the City's Project Manager, allowing for a reasonable opportunity for review and comment. Prior to executing a contract related to the Riverwalk Block 2, consensus should be obtained from the Riverwalk Project Advisory Group as to contract scope, schedule, budget, workplan, and deliverables.

4.8 Contractual Commitments. In addition to any otherwise applicable public procurement and prevailing wage obligations, CTGR shall ensure that all professional services agreements and public improvement contracts for the Riverwalk Block 2 include the following provisions:

4.8.1. City as Beneficiary. Contractor names the City as a third-party beneficiary in any contract.

4.8.2. Indemnity. Contractor shall indemnify, defend and hold harmless State and City, CTGR and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under this Contract.

4.8.3. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State and City. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$ 2,000,000.

4.8.4. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.

4.8.5. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include State and City, CTGR and their divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

4.8.6. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State and City and CTGR. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

4.9 Document Delivery. Upon successful completion and acceptance of the Riverwalk Block 2, or each identified milestone therein, CTGR shall relinquish all physical improvements made as part of Riverwalk Block 2 Project to the City, except for any agreed CTGR installed interpretive signage. Any and all design and engineering drawings, manufacturer or contractor's warranties, guarantees, operation manuals or similar items necessary to operate or maintain the physical improvements will also be provided to the City.

4.10 Reporting. CTGR shall provide a quarterly report to the Riverwalk Project Advisory Group explaining the Project status, progress along with invoices for Project Costs paid or to be paid by the City out of Grant funds.

4.11 Communication. Neither Party shall publish any information about the status of the Project without consent from the Riverwalk Advisory Group.

5. City Obligations

5.1 Riverwalk Project Advisory Group. City shall coordinate and convene the Riverwalk Project Advisory Group quarterly to review and discuss the CTGR status report, review draft contracts, review City reimbursed invoices paid to CTGR for the past quarter and offering consensus-based recommendations on the necessary next steps to complete the Riverwalk Block 2 Project.

5.1.1. If the need for a decision is urgent, the City's Project Manager may set emergency meetings of the Riverwalk Project Advisory Group. The Parties shall use best efforts to attend and participate in these meetings.

5.1.2. Members of the Riverwalk Project Advisory Group shall communicate with their respective decisionmakers keeping them informed of Riverwalk Block 2 Project direction and to ensure any decisions of Riverwalk Block 2 Project that require approval of such Party's governing body are brought to the Party's governing body for consideration.

5.1.3. All external publicity and strategic communications for the Riverwalk Block 2 Project will be coordinated through the Riverwalk Project Advisory Group, so that the Parties can deliver unified direction and messages to outside parties. Each Party commits to working within Riverwalk Project Advisory Group channels and the structure set forth in this Agreement, especially with respect to any potential conflicts, disagreements, external events, or pressures.

5.2 Qualifying Project Costs. The City shall commit to continue funding the Riverwalk Block 2 Project design and construction up to the amount of \$12,500,000, which may include costs for design engineering consultants, construction firms plus reasonable costs incurred by CTGR in managing and overseeing the work.

5.3 Request for Reimbursement and Prompt Payment. In order to initiate reimbursement, CTGR shall submit a written request for reimbursement to the City along with copies of the invoices documenting eligibility for Qualifying Project Costs. Review and agreement that reimbursement is due shall be done efficiently and in mutual coordination of both Parties. The City shall make prompt reimbursement to CTGR within thirty (30) days after receipt of the reimbursement request, unless denied by the City's Project Manager in writing citing the basis for denial pursuant to the terms of this Agreement.

5.4 City Development Oversight Obligations. City's Project Manager, in coordination with the Riverwalk Project Advisory Group, shall review and approve all conceptual Riverwalk Block 2 Project development objectives, which include, but are not limited to, identifying the project scope, selecting proposed improvements and approving all value engineering efforts, project scheduling, budgeting, and project feasibility.

6. Project Decision-Making

6.1 Consensus. Decision-making for the Riverwalk Block 2 shall be by consensus. Consensus is defined as the point where all Parties agree on an option with which

they are willing to move forward, and includes the opportunity for a Party to express reservations or dissent while nevertheless agreeing to allow the Riverwalk Block 2 Project to move forward. Each Party commits its confidences to the Riverwalk Block 2 Project's decision-making structure, recognizing this project structure and the collaboration it represents among the Parties represent the Riverwalk Block 2 Project's best chance for success.

6.2 Protocols for Disagreement. If there is no consensus at the Riverwalk Project Advisory Group, recognizing that the City is final owner of the Riverwalk Block 2 Project improvements, any final determination on direction shall be made by the City's Project Manager.

6.3 Riverwalk Block 2 Project Construction. The Parties acknowledge that CTGR has voluntarily assumed the risk associated with contracting with all design and engineering consultants and constructing the Riverwalk Block 2 Project. In acknowledgment of the financial, staffing, and scheduling complexity and risk that CTGR is assuming, once the development values and design objectives are identified and agreed to by the Project Advisory Group, CTGR shall have sole authority and is granted discretion to implement the design engineering and construction of the Riverwalk Block 2 Project, including negotiating contracts for design, engineering and construction, obtaining all necessary permits, and overseeing construction. However, the CTGR Development Manager shall use best efforts to inform the City's Project Manager, to obtain input from the Riverwalk Project Advisory Group of significant construction decisions, and to otherwise keep the City updated and engaged on the Riverwalk Block 2 Project. Any and all permit, land use and similar applications for the Riverwalk Block 2 Project, shall be submitted through a joint application by the City and CTGR and the parties agree that their consent for permits in furtherance of the Riverwalk Block 2 Project objections will not be unreasonably withhold or delayed.

6.4 Termination.

6.4.1. The City or CTGR, by mutual written agreement, may terminate this Agreement at any time.

6.4.2. Either the City or CTGR may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

6.4.3. The City or CTGR shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written

waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

6.4.4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination. Upon termination, CTGR shall be reimbursed for all Project Advisory Group approved Riverwalk Block 2 and Riverwalk Project financial obligations incurred prior to and up to the date of termination.

6.4.5. Termination of this agreement shall not eliminate the Parties' shared obligation to equally disgorge expended Grant funds should the State of Oregon seek reimbursement as a result of expiration of the easement as set forth in Section 4.3.

7. Indemnification.

7.1 Subject to the limitations set forth under Oregon law, including without limitation, the Oregon Constitution, the Oregon Tort Claims Act and the Oregon City Charter, the City and its successors and assigns hereby agrees to indemnify, defend and hold CTGR, and its agents and employees, harmless from and against any and all claims of third persons for any losses, damages, liabilities, costs or expenses (including but not limited to attorneys' fees) arising from use of or activities pursued in furtherance of the Riverwalk Block 2 Project by the City or its successors and assigns, tenants, contractors, licensees, invitees, guests, agents and employees in furtherance of the Riverwalk Block 2 Project.

7.2 Subject to the limitations set forth under Oregon law, including without limitation, the Oregon Constitution, the Oregon Tort Claims Act and the Oregon City Charter, CTGR and its successors and assigns hereby agrees to indemnify, defend and hold the City, and its agents and employees, harmless from and against any and all claims of third persons for any losses, damages, liabilities, costs or expenses (including but not limited to attorneys' fees) arising from use of or activities on the Easement Area by the CTGR or its successors and assigns, tenants, contractors, licensees, invitees, guests, agents and employees in furtherance of the Riverwalk Block 2 Project. Nothing contained within this agreement shall be construed to be a waiver of the sovereign immunity of the CTGR.

8. Miscellaneous

8.1 Waiver of Liability. Each Party assumes all risks arising out of such Party's participation in the Riverwalk Block 2 Project, including with respect to the condition of the Property, and no Party shall be liable to another for such risks, except to the extent caused by a Party's gross negligence or willful misconduct.

8.2 Maintenance of Records. The Parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document their performance. Each Party acknowledges and agrees that it shall retain such documents for a period of three (3) years after termination of this Agreement, or such longer period as may be required by applicable law. In the event of any audit, controversy,

or litigation arising out of or related to this Agreement, the Parties shall retain such documents until the conclusion thereof.

8.3 Relationship of Parties. Each of the Parties hereto is deemed an independent contractor for purposes of this Agreement. No representative, agent, employee, or contractor of one Party shall be deemed to be an employee, agent or contractor of any other Party for any purpose. Nothing herein is intended, nor may it be construed, to create among the Parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each Party hereby disclaims any such relationship.

8.4 No Third-Party Beneficiary. This Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

8.5 Assignment. No Party may assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other Party.

8.6 Entire Agreement; Prior Agreements. This Agreement constitutes the entire agreement among the Parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

8.7 Amendment. This Agreement may be amended or modified at any time by mutual agreement of the Parties.

8.8 Modification; Waiver. No course of dealing between the Parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification, or change of terms of this Agreement will bind any Party unless in writing and signed by the Parties. The failure of a Party to enforce any provision of this Agreement will not constitute a waiver by a Party of that or any other provisions.

8.9 Authority. The representatives signing on behalf of the Parties certify they are duly authorized by the Party for whom they sign to make this Agreement.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF OREGON CITY

CONFEDERATED TRIBES OF THE
GRAND RONDE COMMUNITY OF OREGON

Printed Name: _____
Title: _____
Date: _____

Printed Name: _____
Title: _____
Date: _____

- Exhibit A: GLUA-24-00027 Figures 8
- Exhibit B: Grant Agreement
- Exhibit C: Access Easement
- Exhibit D: Permanent Easement

08 FRAMEWORK PLAN

PROPOSED

3rd St = Story Place
 4th St = Heron Place
 Water St = Eel Road



LEGEND

- Master Plan Boundary
- 2' Contour
- Blocks
- Proposed Streets
- Modified Street/Accessways
- Development Parcel
- Open/Public Space
- Special Development/Open Space Area
- Potential Development or Open/Public Space
- Proposed Riverwalk
- Proposed Riverwalk (Ownership by Others)
- Enhanced Setback
- Block Number

NOTES

1. Water access is envisioned at one or more locations along the walamt (Willamette River) on the subject property with focus being placed on access points in Block 1 and Block 9 inclusive of dock and/or ramp.
 2. Locations of structures are diagrammatic only and do not reflect the structural integrity of different elements and their individual ability for full or partial retention and reuse. The dashed line is to reflect that the boundary in some locations portions of walls/foundations may not exist or are no longer structurally viable.
- * The alignment of the Broad, Natural Walkway is unknown, and it is anticipated to adjust and reflect site conditions upon redevelopment. Dedication of an easement/right-of-way to reflect the final alignment will occur at a future date.



**STATE OF OREGON LOTTERY REVENUE BONDS
GRANT AGREEMENT**

(Governmental Entity – Reimbursement)

Grantee: City of Oregon City

Project Name: Willamette Falls Improvements

Lottery Bonds Series Number: Series 2009 A, Series 2009 C and Series 2017 A

This Grant Agreement (“Agreement”), is made by the State of Oregon, acting by and through its Oregon Parks and Recreation Department (“OPRD”), and the City of Oregon City (“Grantee”) for financing of the project referred to above and described in Exhibit A (the “Project”). This Agreement becomes effective only when fully signed and approved as required by applicable law and shall expire on the date of the last disbursement of the funds provided under this Agreement or the third anniversary date of the sale of the bonds funding this Agreement, whichever is earlier. This Agreement includes the following exhibits, incorporated into, and made a part of this Agreement:

Exhibit A: Project Description

Exhibit B: Project Budget

SECTION 1 – DEFINITIONS OF KEY TERMS

The following capitalized terms have the meanings assigned below.

“Bond Counsel” means a law firm that serves as bond counsel to the State because it has knowledge and expertise in the field of municipal law and issues opinions that are generally accepted by purchasers of municipal bonds.

“Bonds” means the State of Oregon Lottery Revenue Bonds Series 2009 A, Series 2009 C and Series 2017 A issued pursuant to House Bill 5036 (2007), Senate Bill 5533 (2013), House Bill 5030 (2015), as amended by House Bill 5202 (2016), codified at Oregon Laws 2007, Chapter 746; Oregon Laws 2013, Chapter 786, Section 9; Oregon Laws 2015, Chapter 812, Section 30; and Oregon Laws 2016, Chapter 66, Section 2, a portion of the sale proceeds of which are funding the Grant.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Date of Issuance” means the date the Bonds were issued, which occurred April 2, 2009 and April 5, 2017.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Grant Amount” means an amount of proceeds from the sale of the Bonds, not to exceed \$12,500,000.

“Grant Closeout Deadline” means 90 days after the earlier of the Grant Completion Date or the Grant Completion Deadline.

“Grant Commitment Date” means the date that is 24 months after the date on which OPRD has made the first disbursement of the Grant Amount to Grantee.

“Grant Completion Date” means the date that is 36 months after the date on which OPRD has made the first disbursement of the Grant Amount to Grantee.

“Grant Completion Deadline” means 36 months after the date on which OPRD has made the first disbursement of the Grant Amount to Grantee to fund the Project Costs.

“Private Person” means any person or entity other than a state or local governmental unit or an individual not acting in a trade or business. Accordingly, a Private Person would include the federal government, for-profit organizations, non-profit organizations, and individuals who are acting in a trade or business capacity.

“Private Use” means, subject to certain exceptions, the use of a portion or all of the Project by a Private Person if such use is other than as a member of the general public. Private Use can include ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management contract, service or incentive payment contract, output contract, naming rights contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use by employees of Grantee solely in their capacity as employees ordinarily will not be considered Private Use.

“Project” means the project described in Exhibit A.

“Project Budget” means the budget for the Project described in Exhibit B.

“Project Costs” means expenditures incurred by Grantee that comply with each of (a) through (g), below. Costs of the Project must be:

- (a) reasonable, necessary, and directly related to the Project;
- (b) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code;
- (c) eligible or permitted uses under the Act and this Agreement, including Section 4;
- (d) not internal costs charged to the Project by Grantee if such costs are not capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code of the asset being financed;
- (e) not payments made to Related Parties, except to the extent that those costs represent out-of-pocket payments to or for the benefit of unrelated parties;
- (f) not loans or grants made to third parties; and

(g) not interest payments on interim financing for the Project and may only include principal payments on interim financing for the Project with the prior written consent of the State.

“Related Parties” means, in reference to governmental units or 501(c)(3) organizations, members of the same controlled group within the meaning of Section 1.150-1(e) of the Code, and in reference to any person that is not a governmental unit or a 501(c)(3) organization, a related person as defined in Section 144(a)(3) of the Code.

“State” means the State of Oregon, acting by and through its agencies including but not limited to OPRD, the Office of the State Treasurer and any other agency authorized to administer proceeds and payment of the Bonds.

SECTION 2 – FINANCIAL ASSISTANCE

OPRD shall provide Grantee, and Grantee shall accept from OPRD, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

SECTION 3 – REIMBURSEMENTS

- A. Reimbursement. The Grant shall be disbursed to Grantee on or before September 15, 2025.
- B. Conditions to Disbursement. OPRD has no obligation to disburse any of the Grant unless all of the following conditions are met on the date of disbursement:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made by Grantee in this Agreement are true and correct as if made on such date.
 - (3) The Bonds have been issued by the State.
 - (4) OPRD, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments, allocation and other expenditure authority to authorize the disbursement.
 - (5) OPRD has received the following items in form and substance satisfactory to OPRD:
 - (a) This Agreement duly signed by an authorized officer of Grantee.
 - (b) Such other certificates, documents, opinions, and information as OPRD may reasonably require.
 - (6) Any conditions to disbursement elsewhere in this Agreement or in the other financing documents for this Project are met.

- C. Disbursement by OPRD. Upon satisfaction of the conditions set forth in Section 3.B, OPRD shall disburse or cause to be disbursed some or all the Grant Amount requested by Grantee.

SECTION 4 – USE OF GRANT FUNDS

- A. Use of Proceeds. Grantee shall use the Grant only for the activities described in Exhibit A. Grantee shall use disbursements of the Grant to reimburse itself or pay the contractor directly for eligible Project Costs as defined in this Agreement.
- B. Costs Paid for by Others. Grantee may not use any of the Grant to pay internal costs charged to the Project by Grantee or by Related Parties or to repay the interest owed for any interim financing for the Project. Grantee may not use any of the Grant to repay the principal owed on interim financing for the Project without the prior written consent of the State.
- C. Earnings on Bond Proceeds. Any earnings on proceeds of the Bonds prior to disbursement will be retained by the State.
- D. Proceeds Expenditure Deadline. Grantee shall expend the Grant Amount on or before the Grant Completion Deadline.
- E. Proceeds Commitment Deadline. Grantee shall fully commit the Grant Amount on or before the Grant Commitment Date.
- F. Unexpended Disbursed Proceeds. Grantee shall fully expend the Grant Amount on eligible costs of the Project, as defined by the Project Description provided in Exhibit A, on or before the Grant Completion Deadline. Grantee shall immediately repay to OPRD, unless OPRD otherwise directs, any portion of the Grant disbursed to Grantee, and any interest earned by Grantee on the Grant disbursement, that are not used for Project Costs or that remain after the earliest of (i) the Grant Completion Date, (ii) the date this Agreement has expired or is terminated; or (iii) the Grant Completion Deadline.

SECTION 5 – REPRESENTATIONS AND WARRANTIES OF GRANTEE

Grantee represents and warrants to the State:

- A. Organization and Authority.
- (1) Grantee is a City Government validly created and existing under the laws of the State of Oregon.
 - (2) Grantee has all necessary right, power and authority under its applicable enabling statutes, code, ordinances, or other Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive financing for and carry out the Project.

- (3) This Agreement has been duly authorized by a vote, resolution or other act of the governing body or officer of Grantee, is executed by an authorized representative of Grantee, and when executed by OPRD, is legal, valid, and binding, and enforceable in accordance with its terms.
-
- B. Full Disclosure. Grantee has disclosed in writing to OPRD all facts that may materially adversely affect the Project, or the ability of Grantee to perform all obligations required by this Agreement. Grantee has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, regarding the Grant, the Project, and this Agreement. The information contained in this Agreement is true and accurate in all respects.
- C. Pending Litigation. Grantee has disclosed in writing to OPRD all proceedings, environmental or otherwise, pending (or to the knowledge of Grantee, threatened) against or affecting Grantee, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.
- D. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution, or delivery of this Agreement.
- (2) Grantee has not violated and has not received notice of any claimed violation of any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.
- E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Grantee is a party or by which the Project or any of Grantee's property or assets may be bound; (ii) violate any provision of the applicable enabling statutes, code, charter, ordinances or other Oregon law pursuant to which Grantee was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Grantee, the Project or Grantee's properties or operations.
- F. Governmental Consent. Grantee has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Agreement and undertaking and completion of the Project, including without limitation, all land use approvals and development permits required under local zoning or development ordinances, state law and federal law for the use of the land on which the Project will be located. "Land use approvals and development permits" includes, but is not limited to, any necessary "land use decision" or "limited land use decision" as those terms are defined by ORS 197.015(10) and (12).

- G. Project Budget. The Project Budget as described in Exhibit B represents the total cost of the Project based on contracts entered into or solicited by Grantee or Grantee's estimate of the labor and materials necessary to complete the Project.

SECTION 6 – COVENANTS OF GRANTEE

Grantee covenants as follows for so long as the Bonds and any obligations issued to refund the Bonds are outstanding:

- A. Compliance with Laws. Grantee shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement and the Project. These laws, rules, regulations, and orders are incorporated by reference in this Agreement to the extent required by law.
- B. Project Reporting Obligations.
- (1) Promptly after the Grant Completion Date and in no event later than the Grant Closeout Deadline, Grantee shall furnish the State with a final report on Grantee's expenditure of the Grant; and
 - (2) Beginning January 1, 2026, Grantee shall submit quarterly reports to the State on the status of the Project including descriptions of the expenditure of the Grant Amount and other funds on the Project compared to the Project Budget and descriptions of the Project milestones or deadlines met, or not met, in accordance with the Project schedule. Each quarterly report shall be due to the State on or before the date that is thirty (30) days after the end of the preceding calendar quarter.
 - (3) Grantee shall provide such additional reports as the State may reasonably request from time to time, including information or documentation that the State determines is necessary to comply with arbitrage and private use restrictions that may apply to the Bonds.
- C. Real Property. Grantee shall obtain a duly recorded permanent public access easement sufficient to allow the construction of improvements, rehabilitation and enhancement of the area in or around and including Willamette Falls.
- D. Operation and Maintenance of the Project. Grantee agrees to construction of the Project in accordance with the Project plans, specifications, and budget and to contract with competent, properly licensed, and bonded contractors and professionals in accordance with the Oregon Public Contracting Code and all other applicable federal, state, and local laws regulating construction of the Project. Grantee agrees to have plans and specifications for the Project prepared by a licensed architect or licensed engineer and to require that the Project meets applicable standards of survival in good condition. Prior to commencement of any Project construction, Grantee shall require the general contractor for the Project to procure and maintain in full force and effect throughout the entire time

of construction and until one year after the Project is completed, a performance and payment bond for the faithful performance and payment of all of the contractor's obligations for the total cost of the Project. Grantee shall be named as the obligee on the bond. Grantee shall operate and maintain the Project in good repair and operating condition so as to preserve the public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements until the bonds are no longer outstanding.

- E. Insurance, Damage. Grantee shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage, or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating, and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to the State, not to exceed the amount necessary to call or defease the portion of the then outstanding Bonds relating to the Project (including all allocable costs of issuance), unless the State agrees in writing that the insurance proceeds will be used to rebuild the Project.
- F. Sales, Leases and Encumbrances. Grantee shall not sell, transfer, encumber, lease, or otherwise dispose of any property paid for with disbursements of the Grant, unless worn out, obsolete, or, in the reasonable business judgment of Grantee, no longer useful in the operation of the Project. Nevertheless, the State may consent to such disposition if it has received prior written notice from Grantee. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project, Grantee shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to the State, not to exceed the amount necessary to call or defease the portion of the then outstanding Bonds relating to the Project (including all allocable costs of issuance), unless the State agrees otherwise in writing.
- G. Condemnation Proceeds. If the Project, or any portion of the Project, is condemned, within 30 days of receipt of any condemnation proceeds, Grantee shall pay such proceeds to the State, not to exceed the amount necessary to call or defease the portion of the then outstanding Bonds relating to the Project (including all allocable costs of issuance), unless Grantee has informed OPRD in writing that the condemnation proceeds will be used to rebuild the Project.
- H. Financial Records. Grantee shall keep accurate books and records regarding use of the Grant and maintain them according to generally accepted accounting principles established by the Governmental Accounting Standards Board in effect at the time.

- I. Inspections; Information. Grantee shall permit the State and any party designated by the State: (i) to inspect the Project and (ii) to inspect and make copies of any accounts, books, and records, including, without limitation, Grantee’s records regarding receipts, disbursements, contracts, investments, and any other related matters. Grantee shall supply any reports and information related to the Project as the State may reasonably require.
- J. Records Maintenance. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Project, or the Grant until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Agreement or applicable law.
- K. Notice of Default. Grantee shall give OPRD prompt written notice of any Default as soon as any senior administrative or financial officer of Grantee becomes aware of its existence or reasonably believes a Default is likely.
- L. Representations and Covenants Regarding Prevailing Wage.
 - (1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870 and the administrative rules promulgated thereunder (“PWR”), or, if applicable, 40 U.S.C. 3141 et seq. (“Davis-Bacon Act”). If applicable, Grantee shall:
 - (a) be responsible for compliance with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board (applicable wage rates are those in effect on the effective date of this Agreement and may be accessed via: BOLI : Prevailing Wage : For Employers : State of Oregon and <https://sam.gov>; if a project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, contractors and subcontractors must be paid not less than the higher of the applicable state or federal prevailing rate of wage); and
 - (b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project.
 - (2) If Grantee believes the Project is not subject to PWR, Grantee must obtain and provide OPRD with a copy of a coverage determination letter from the BOLI that confirms the Project is not subject to PWR requirements before Grantee enters into a contract for construction management, contracts with a contractor to act as general manager of the project or proceeds to act as Grantee’s own general contractor.

- (3) Grantee represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

These laws, rules, regulations and orders are incorporated by reference in this Agreement to the extent required by law.

M. Contributory Liability and Contractor Indemnification—Tort Claims.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third-Party Tort Claim”) against a party to this Agreement (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third-Party Tort Claim.

If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Agreement.

- (2) Grantee shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Contractor Tort Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Agreement.

N. Indemnity; Release—Claims Other Than Torts.

- (1) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section M above, to the extent authorized by law, Grantee shall defend, indemnify, save and hold harmless and release the State, Treasury, OPRD, and their respective officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims), related to any actual or alleged act or omission by Grantee, or its officers, employees, contractors, or agents in connection with this Agreement, including without limitation any petition for review as follows: (a) the tax-exempt status of interest on the Bonds and any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by the Internal Revenue Service, the Securities and Exchange Commission, Municipal Securities Rulemaking Board and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction over the Bonds arising from the Project or the actions or omissions of Grantee, or its officers, employees, contractors, or agents; (b) any federal arbitrage and rebate penalties arising from the actions of Grantee; (c) the use or condition of any property financed with the Grant; and (d) any actual or alleged act or omission by Grantee, or its officers, employees, contractors or agents. The indemnity provided under this Section shall be payable only from funds of Grantee legally available for such purpose, which include, without limitation, all charges, rents and other operating revenue of Grantee.
- (2) Notwithstanding the foregoing, neither Grantee nor any attorney engaged by Grantee may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Grantee settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Grantee will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, OPRD, of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Grantee, such attorney fees shall not exceed the rate charged to OPRD by its attorneys.

O. Representations and Covenants Regarding the Tax-Exempt Status of the Bonds.

- (1) Grantee acknowledges that the Bonds have been or are expected to be issued with the interest paid on the Bonds excludable from gross income for federal income tax purposes and that the uses of the Grant proceeds and the Project by Grantee during the term of the Bonds may impact the tax-exempt status of the Bonds. Grantee agrees to comply with all applicable provisions of the Code necessary to protect the exclusion of interest on the Bonds from federal income taxation.

(2) Grantee shall not, without prior written consent of the State, permit more than five percent (5%) of the Project to be used in a Private Use by a Private Person if such Private Use could result in the State of Oregon receiving direct or indirect payments or revenues (excluding generally applicable taxes) from the portion of the Project to be privately used.

(3) Unless Grantee receives the prior written approval from the State, Grantee shall not directly or indirectly use any of the Grant proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

P. Representations and Covenants Regarding “Arbitrage Bonds”. Grantee shall not directly or indirectly use or permit the use of any of the Grant Amount or any other funds or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of 26 U.S.C. Section 148(a).

SECTION 7 – DEFAULTS

A. Grantee Default. Any of the following constitutes an “Event of Default” of Grantee:

- (1) Any false or misleading representation is made by or on behalf of Grantee, in this Agreement or in any document provided by Grantee to OPRD related to this Grant or the Project or in regard to compliance with the requirements of section 103 and sections 141 through 150 of the Code.
- (2) Grantee fails to perform any obligation required under this Agreement, other than those referred to in subsection A(1) of this Section 7, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Grantee by OPRD, or such longer period as OPRD may agree to in writing, if OPRD determines Grantee has instituted and is diligently pursuing corrective action.
- (3) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

- B. OPRD Default. OPRD will be in default under this Agreement if it fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8 – REMEDIES

- A. Remedies. Upon any Event of Default, OPRD may pursue any or all remedies in this Agreement, and any other remedies available at law or in equity (including specific performance) to collect amounts due or to become due or to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:
- (1) Terminating OPRD’s commitment and obligation to make any further disbursements of the Grant under this Agreement.
 - (2) Barring Grantee from receiving future grants.
 - (3) While any of the Grant remains undisbursed, withholding amounts otherwise due to Grantee and applying such amounts to the payment of amounts due under this Agreement.
 - (4) Requiring repayment upon demand from OPRD of all or a portion of the Grant, the State of Oregon’s costs of exercising its remedies under this Agreement, and interest on all or any portion of the Grant moneys required to be returned.
 - (5) Terminating the Agreement.
- B. Application of Moneys. Any moneys collected by OPRD pursuant to Section 8.A will be applied first, to pay any reasonable attorneys’ fees and other fees and expenses incurred by the State of Oregon; then, to repay any Grant moneys owed; and last, to pay any other amounts due and payable under this Agreement.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OPRD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right, power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OPRD is not required to provide any notice in order to exercise any right or remedy, except as set forth in Section 7.A.2.
- D. Grantee Remedies. In the event of default by OPRD, Grantee’s sole remedy will be for reimbursement of Project Costs reviewed and accepted by OPRD, less any claims OPRD has against Grantee.

SECTION 9 – MISCELLANEOUS

- A. Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.
- B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Agreement will be binding upon and inure to the benefit of OPRD, Grantee, and their respective successors and permitted assigns.
 - (4) Grantee may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of the State. In the event of an assignment, Grantee shall pay, or cause to be paid to OPRD, any fees or costs incurred because of such assignment, including but not limited to reasonable attorneys' fees of OPRD's counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OPRD beyond those in this Agreement, nor does assignment relieve Grantee of any of its duties or obligations under this Agreement.
 - (5) OPRD may assign this Agreement to a successor agency or entity without the consent of or notice to Grantee.
- C. Disclaimer of Warranties; Limitation of Liability. Grantee agrees that:
- (1) OPRD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event is OPRD, any agency of the State of Oregon or its agents liable or responsible for any direct, indirect, incidental, special, consequential, or punitive damages in connection with or arising out of this Agreement or the existence, furnishing, functioning or use of the Project.
- D. Notices. All notices to be given under this Agreement must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery, email or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered. Any communication or notice given by email becomes effective (1) upon the sender's receipt of confirmation generated by the Grantee's email

system that the notice has been received by the Grantee's email system or (2) the Grantee's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OPRD: Lisa Sumption, Director
Oregon Parks and Recreation Department
725 Summer Street NE, Suite C
Salem, OR 97301
Phone: (503) 986-0707
Email: lisa.sumption@opr.d.oregon.gov

If to Grantee: Tony Konkol, City Manager
City of Oregon City
625 Center Street
Oregon City, OR 97045
Phone: (971) 204-4626
Email: tkonkol@orc.city.org

- E. No Construction Against Drafter. This Agreement is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Agreement is declared by a court of competent jurisdiction as illegal, invalid, or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Survival. The covenants of Grantee under this Agreement related to the tax-exempt status, if any, of the Bonds, the continued operation and maintenance of the Project, default and remedies, including without limitation Sections 6, 7, 8, and 9.G. and I. of this Agreement, shall survive disbursement of the Grant Amount and termination of this Agreement until the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) are no longer outstanding.
- H. Amendments, Waivers. This Agreement may be amended only by mutual written agreement of the parties. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- I. Choice of Law; Designation of Forum; Federal Forum.
 - (1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Agreement (including all exhibits, schedules, or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements, or representations, oral or written, regarding this Agreement.

K. False Claims. Grantee will refer to the OPRD contact identified for receipt of notices under this Agreement, any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act, ORS 180.750 to 180.785, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Agreement.

L. Execution in Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through the
Oregon Parks and Recreation Department

CITY OF OREGON CITY

By: _____
Name: Lisa Sumption
Title: Director

By: Anthony J. Konkol, III
Anthony J. Konkol, III (Aug 25, 2025 11:10:53 PDT)
Name: Anthony J. Konkol, III
Title: City Manager

Date: _____

Date: Aug 25, 2025

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Devon Thorson
Assistant Attorney General

Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through the
Oregon Parks and Recreation Department

CITY OF OREGON CITY

By: *Lisa Sumption*
Lisa Sumption (Aug 24, 2025 08:32:23 PDT)
Name: Lisa Sumption
Title: Director

By: _____
Name: Tony Konkol
Title: City Manager

Date: 08/24/25

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Devon Thorson
Assistant Attorney General

EXHIBIT A – PROJECT DESCRIPTION

Project Name: Willamette Falls Improvements

Project Description: Grantee will utilize funds for land acquisition, improvements, rehabilitation and enhancement of the area in Clackamas County in or around the area including the Willamette Falls.

EXHIBIT B – PROJECT BUDGET

Project Revenues	
Lottery Grant Amount	\$12,500,000
Total project budget	\$12,500,000
Expenditure Plan	
Jul-Sep 2025	\$700,000
Oct-Dec 2025	700,000
Jan-March 2026	700,000
April-June 2026	1,040,000
Jul-Sep 2026	1,040,000
Oct-Dec 2026	1,040,000
Jan-March 2027	1,040,000
April-June 2027	1,040,000
Jul-Sep 2027	1,040,000
Oct-Dec 2027	1,040,000
Jan-March 2028	1,040,000
April-June 2028	1,040,000
Jul-Sep 2028	1,040,000
Total	\$12,500,000

**RECORDATION REQUESTED BY, AND
AFTER RECORDATION, RETURN TO:**

Jakob Wiley, City Recorder
City of Oregon City
625 Center St.
Oregon City, OR 97045

ACCESS EASEMENT

DATE: _____, 2026

PARTIES: CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF OREGON (the "Owner")
and CITY OF OREGON CITY (the "City" or collectively the "Parties")

RECITALS:

- A. The Confederated Tribes of the Grand Ronde Community of Oregon (the "Owner") is the current owner of two parcels abutting the Willamette River - 2-2E-31BD-00300, with a street address of 428 Water Street, and 202E031BD-00390, with a street address of 419 Main Street - in the City of Oregon City (the "City"), in Clackamas County, Oregon depicted on Exhibit A attached hereto (the "Property");
- B. On January 27, 2025, the City approved Owner's request to amend the 2014 approval, known as the tumwata village Master Plan for the Property, GLUA-24-00027: MAS-24-00002 (Master Plan Revision to CP 14-02) MAS-24-00010, NROD-24-00030, GEO-24-00006, WRG-24-00001 (Detailed Development Plan to build street network), with no effect on the Riverwalk Project, and Owner is moving forward with tumwata village Master Plan which includes the Riverwalk Project;
- C. On August 25, 2025, the City entered into a Grant Agreement with the State of Oregon authorizing the grant of \$12,500,000 dollars to begin construction of the Riverwalk Project subject to certain conditions;
- D. Pursuant to the Grant Agreement, the City must secure a "duly recorded permanent public access easement sufficient to allow the construction of improvements, rehabilitation and enhancement of the area in or around and including Willamette Falls;"
- E. Because the Riverwalk Block 2 has only been conceptually designed without the benefit of schematic engineering or detailed design drawings, the appropriate location and width of the eventual operational scope of the public access area is unknown. Therefore, it is anticipated that once the design is finalized and immediately prior to construction a permanent Construction and Public Access Easement will be conveyed by Owner to the City with an area limited exclusively to that necessary for construction with the intent that upon completion of construction the permanent easement will be amended to reduce the easement are to that exclusively necessary to provide for public access and maintenance for the Riverwalk Project; and
- F. Subject to the terms and conditions set forth here, Owner has agreed to grant City an access easement for the Riverwalk Project described as 100-foot wide extending inland from the ordinary high-water mark of Willamette River between and inclusive of Heron Place and Story Place and adjacent to the tumwata village Master Plan Block 2, as depicted on Exhibit A.

NOW THEREFORE, in consideration of the recitals set forth above and for other good and adequate consideration, the parties agree as follows:

1. Grant of Easement for Public Access. Subject to the terms hereof, the Owner hereby grants and conveys to the City a nonexclusive access easement (the "Easement") on, over, and across those lands described in Recital F for the purpose of developing Final Design of the Riverwalk Block 2 as described in greater detail in the concurrently adopted Cooperative Improvement Agreement.
2. Easement Term. The term of the Easement will expire on the earlier of: (1) 5 years from the date of the Easement; (2) upon termination of the Easement by mutual agreement of the parties; or (3) replacement by permanent easement between Owner and City for the Riverwalk Project following Final Design and prior to construction of the Riverwalk Project.
3. Consideration. The true consideration of this conveyance is \$1.00, the receipt of which is hereby acknowledged by the City and the Owner.
4. Ownership. The Owner hereby covenants to and with the City that Owner is lawfully seized in fee simple of the above granted Easement Area, free from all encumbrances except those appearing of record as of the date hereof including a 2014 public access easement held by Metro, Recording No. 2014-064826.
5. Schematic Design. Following recordation of this Easement, the City, in collaboration and through consensus with Owner, intends to commence schematic design of the Riverwalk Block 2 Project to, among other things, determine the specific Riverwalk Block 2 Project alignment which will be located within a future permanent easement subject to the terms set forth in the Cooperative Improvement Agreement.
6. Final Design. Once the Riverwalk Block 2 Project has obtained "Final Design," the Parties shall enter into a permanent easement to include only those areas that reflect the "Final Design," which will fully replace this Access Easement. The "Final Design" shall occur after completion of engineered plans, specifications, construction estimate, issuance of all permits as well as the drafting legal descriptions of the revised easement area boundaries.
7. Development within the Easement by Owner. The Owner shall not install or erect any permanent structures within the Access Easement Area. If temporary occupancy of this area is necessary to accommodate tumwata village Master Plan development, the City will be notified and permission will not be unreasonably withheld, conditioned or delayed.
8. Maintenance and Control of the Easement Area. Owner will be solely responsible for maintenance of the Easement Area protecting the area from trespass and waste.
9. Waiver of Liability. City assumes all risks arising out of the use of the Easement including without limitation the use by any City representative or of the public, except to the extent causes by gross negligence or willful misconduct by Owner. Owner assumes all risks arising out of its use of the Easement Area and City shall not be liable to any person or entity for any use of the Easement Area by Grantor, except to the extent causes by the gross negligence or willful misconduct of City.
10. Indemnification.
 - a. Subject to the limitations set forth under Oregon law, including without limitation, the Oregon Constitution, the Oregon Tort Claims Act and the Oregon City Charter, the City and its successors and assigns hereby agrees to indemnify, defend and hold the Owner, and its agents and employees, harmless from and against any and all claims of third persons for any losses, damages, liabilities, costs or expenses (including but not limited to attorneys' fees) arising from use of or activities on the Easement Area by the City or its successors and assigns, tenants, contractors, licensees, invitees, guests, agents and employees subject to the limitations set out in

Section 6.

- b. Subject to the limitations set forth under Oregon law, including without limitation, the Oregon Constitution, the Oregon Tort Claims Act and the Oregon City Charter, the Owner and its successors and assigns hereby agrees to indemnify, defend and hold the City, and its agents and employees, harmless from and against any and all claims of third persons for any losses, damages, liabilities, costs or expenses (including but not limited to attorneys' fees) arising from use of or activities on the Easement Area by the Owner or its successors and assigns, tenants, contractors, licensees, invitees, guests, agents and employees. Nothing contained within this agreement shall be construed to be a waiver of the sovereign immunity of the Confederated Tribes of the Grand Ronde Community of Oregon.

11. Remedies. If either party fails to perform any obligation under this Agreement following written notice and a commercially reasonable opportunity to cure the default, the other party shall be entitled to require specific performance of such obligation, to obtain appropriate injunctive relief (without the necessary of showing inadequate remedies at law) to cure the default of such obligation and recover the costs thereof from the party breaching such obligation, or to pursue any other remedy available at law or in equity.

12. Change in Ownership.

1. Owner shall notify the City in writing of any change in ownership of the Property, and the new owner(s) shall become the "Owner" for purposes of this Agreement.

2. The Owner shall inform the new owner of the obligations required under this Agreement and upon providing such notice and upon the sale or transfer, shall be released from liability for any fact, event or occurrence which first occurs or accrues after the date of such sale or transfer.

13. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given at the earliest of (a) when mailed, if sent by registered or certified mail (return receipt requested), (b) or when delivered, if delivered personally, in each case to the parties at the following addresses (or at such other addresses as shall be specified by like notice):

If to the Owner, at: Confederated Tribes of
Grand Ronde
9615 Grand Ronde Road
Grand Ronde, OR 97347
Attention: Chief of Staff

If to the City, at: City of Oregon City
625 Center Street
Oregon City, OR 97045
Attention: City Manager

14. Headings. The headings used in this Agreement are solely for convenience of reference, are not a part of this Agreement, and are not to be considered in construing or interpreting this Agreement.

15. Final and Entire Agreement. This Agreement and the exhibits hereto set forth the final and entire understanding of the parties with respect to the subject matter hereof and supersede all existing agreements between the parties with respect to such subject matter.

16. Invalidity or Unenforceability. In the event any provision of this Agreement shall be invalid or

unenforceable in any respect for any reason; the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

17. Modifications and Amendments. No modification or amendment to this Agreement or any part hereof shall be valid, unless it is in writing and signed by the parties.

18. Waiver. A provision of this Agreement may be waived only in writing signed by the parties. No waiver of one provision shall be deemed to be a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. The failure to enforce a provision shall not operate as a waiver of that provision or any other provision.

19. Ambiguities. This Agreement is deemed to have been prepared jointly by the parties hereto and any uncertainty or ambiguity existing herein shall not be construed against any one party but shall be construed according to the application of the rules of interpretation of contracts.

20. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Oregon.

21. Successors and Assigns. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

22. Further Assurances. Each of the parties agrees to provide such cooperation as is reasonably required to give effect to the intent of this Agreement and, from time to time, each of the parties hereto shall execute and deliver such additional documents or instruments as may be necessary to carry out the provisions of this Agreement. Such obligation of cooperation shall extend to cooperation by either party with the mortgagee (or beneficiary under a deed of trust) of the other party, including without limitation, promptly executing and delivering such modifications and amendments to this Agreement as are reasonable.

IN WITNESS WHEREOF, the Owner and the City have executed this Access Easement on the date above written.

OWNER
CONFEDERATED TRIBES OF THE GRAND
RONDE COMMUNITY OF OREGON

By: _____
Title: _____

CITY
THE CITY OF OREGON CITY

By: _____
Title: _____

STATE OF OREGON)
County of Clackamas)

This instrument was acknowledged before me on _____, 202__, by
_____, as _____ of _____.

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
County of Clackamas)

This instrument was acknowledged before me on _____, 202__, by
_____, as _____ of _____.

Notary Public for Oregon
My commission expires: _____

EXHIBIT A

**RECORDATION REQUESTED BY, AND
AFTER RECORDATION, RETURN TO:**

Jakob Wiley, City Recorder
City of Oregon City
625 Center St.
Oregon City, OR 97045

CONSTRUCTION AND PUBLIC ACCESS EASEMENT

DATE: _____, 2026

PARTIES: CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF OREGON (the "Owner")
and CITY OF OREGON CITY (the "City" or collectively the "Parties")

RECITALS:

A. The Confederated Tribes of the Grand Ronde Community of Oregon (the "Owner") is the current owner of two parcels abutting the Willamette River - 2-2E-31BD-00300, with a street address of 428 Water Street, and 202E031BD-00390, with a street address of 419 Main Street - in the City of Oregon City (the "City"), in Clackamas County, Oregon depicted on Exhibit A attached hereto (the "Property");

B. On January 27, 2025, the City approved Owner's request to amend the 2014 approval, known as the tumwata village Master Plan for the Property, GLUA-24-00027: MAS-24-00002 (Master Plan Revision to CP 14-02) MAS-24-00010, NROD-24-00030, GEO-24-00006, WRG-24-00001 (Detailed Development Plan to build street network), with no effect on the Riverwalk Project, and Owner is moving forward with tumwata village Master Plan which includes the Riverwalk Project;

C. On August 25, 2025, the City entered into a Grant Agreement with the State of Oregon authorizing the grant of \$12,500,000 dollars to begin construction of the Riverwalk Project subject to certain conditions and the City desires to commit these funds to the design and construction of the Riverwalk Block 2 Project;

D. Pursuant to the Grant Agreement, the City must secure a "duly recorded permanent public access easement sufficient to allow the construction of improvements, rehabilitation and enhancement of the area in or around and including Willamette Falls;"

E. As the Riverwalk Block 2 Project has achieved "Final Design," the Parties wish to replace the Access Easement dated _____, 2026 with this Construction and Access Easement revising the easement area and setting forth terms for construction and operation. It is contemplated that this easement may be further amended to reduce the easement area to that exclusively necessary to provide for public access and maintenance for the Riverwalk Block 2 Project or to address any other mutually agreed upon term once construction concludes; and

F. Subject to the terms and conditions set forth here, Owner has agreed to grant City a Construction and Access Easement for the Riverwalk Project. The Access Easement shall initially be 100-feet wide from the high-water mark until design and engineering is completed and as more fully described as follows:

Insert description here.

NOW THEREFORE, in consideration of the recitals set forth above and for other good and adequate consideration,

CONST/ACCESS ESMT- 1

the parties agree as follows:

1. Grant of Easement for Construction and Public Access. Subject to the terms hereof, the Owner hereby grants and conveys to the City a nonexclusive access easement (the "Easement") on, over, and across those lands described in Recital F for the purpose of construction and public access along Riverwalk Block 2.
2. Easement Term. If construction of the Riverwalk Block 2 Project is not completed within five years after Final Design, as detailed in the Cooperative Improvement Agreement, this Easement will expire.
3. Consideration. The true consideration of this conveyance is \$1.00, the receipt of which is hereby acknowledged by the City and the Owner.
4. Ownership. The Owner hereby covenants to and with the City that Owner is lawfully seized in fee simple of the above granted Easement Area, free from all encumbrances except those appearing of record as of the date hereof including a 2014 public access easement held by Metro, Recording No. 2014-064826.
5. Scope of Improvements, Operations and Management. The scope of the Riverwalk Block 2 improvements, operations and management will be determined through collaboration and efforts to reach mutual agreement between the Parties as outlined in the Cooperative Improvement Agreement and may be amended through mutual agreement of the parties any time.
 - a. It is anticipated that the permanent easement reflecting the Final Design will include at least the following components: (a) a linear multi-modal public path connecting to the multi-modal path on Eel Road adjacent to Block 1 and extending to Story Place adjacent to Block 2; (b) the Block 2 Project path will be lighted and served with utilities at levels sufficient to allow for recreation use; (c) the path will include trash cans, benches, viewing areas, and directional and interpretive signage; and (d) natural habitat restoration and landscaping consistent with Owner's tumwata village Master Plan improvements.
 - b. All onsite improvements shall be consistent with the Owner's Material Palette Guide presented in the tumwata village Master Plan.
 - c. Riverwalk Block 2 will be managed and maintained by the City's Parks and Recreation Department consistent with City policy and shall include annual inspections.
 - d. Riverwalk Block 2 will be open and accessible to the public consistent with policies set by the City Parks Department after taking into consideration Owner's preferences.
6. Development within the Easement by Owner. The Owner shall not install or erect any permanent structures within the Easement Area. If temporary occupancy of this area is necessary to accommodate tumwata village Master Plan development, the City will be notified and permission will not be unreasonably withheld, conditioned or delayed. **In no event shall the Easement location interfere with Owner's improvements on Block 2.**
7. Maintenance and Control of the Easement Area. Prior to construction completion, Owner will be solely responsible for maintenance of the Easement Area protecting the area from trespass and waste. Once construction concludes, unless the Parties agree otherwise, City shall solely be responsible for maintenance and control of the Easement Area.
8. Waiver of Liability. City assumes all risks arising out of the use of the Easement including without limitation the use by any City representative or of the public, except to the extent causes by gross negligence or willful misconduct by Owner. Owner assumes all risks arising out of its use of the Easement Area and City shall not be liable to any person or entity for any use of the Easement Area by Grantor, except to the extent causes by the gross negligence or willful misconduct of City.

Commented [CR1]: Once improved, the easement area is going to be managed by the City's Parks Department consistent with the City's policies for providing public access. The City is willing to be fully transparent and work with CTGR on how this access occurs but ultimately, this area will be controlled and managed by the City.

Commented [CR2]: Again, the City cannot agree to deleting this language as it will ultimately control the access but it is committed to working with CTGR pursuant to the IGA.

9. Indemnification.

- a. Subject to the limitations set forth under Oregon law, including without limitation, the Oregon Constitution, the Oregon Tort Claims Act and the Oregon City Charter, the City and its successors and assigns hereby agrees to indemnify, defend and hold the Owner, and its agents and employees, harmless from and against any and all claims of third persons for any losses, damages, liabilities, costs or expenses (including but not limited to attorneys' fees) arising from use of or activities on the Easement Area by the City or its successors and assigns, tenants, contractors, licensees, invitees, guests, agents and employees subject to the limitations set out in Section 6.
- b. Subject to the limitations set forth under Oregon law, including without limitation, the Oregon Constitution, the Oregon Tort Claims Act and the Oregon City Charter, the Owner and its successors and assigns hereby agrees to indemnify, defend and hold the City, and its agents and employees, harmless from and against any and all claims of third persons for any losses, damages, liabilities, costs or expenses (including but not limited to attorneys' fees) arising from use of or activities on the Easement Area by the Owner or its successors and assigns, tenants, contractors, licensees, invitees, guests, agents and employees. Nothing contained within this agreement shall be construed to be a waiver of the sovereign immunity of the Confederated Tribes of the Grand Ronde Community of Oregon.

10. Remedies. If either party fails to perform any obligation under this Agreement following written notice and a commercially reasonable opportunity to cure the default, the other party shall be entitled to require specific performance of such obligation, to obtain appropriate injunctive relief (without the necessary of showing inadequate remedies at law) to cure the default of such obligation and recover the costs thereof from the party breaching such obligation, or to pursue any other remedy available at law or in equity.

11. Change in Ownership.

1. Owner shall notify the City in writing of any change in ownership of the Property, and the new owner(s) shall become the "Owner" for purposes of this Agreement.

2. The Owner shall inform the new owner of the obligations required under this Agreement and upon providing such notice and upon the sale or transfer, shall be released from liability for any fact, event or occurrence which first occurs or accrues after the date of such sale or transfer.

12. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given at the earliest of (a) when mailed, if sent by registered or certified mail (return receipt requested), (b) or when delivered, if delivered personally, in each case to the parties at the following addresses (or at such other addresses as shall be specified by like notice):

If to the Owner, at: Confederated Tribes of
Grand Ronde
9615 Grand Ronde Road
Grand Ronde, OR 97347
Attention: Chief of Staff

If to the City, at: City of Oregon City
625 Center Street
Oregon City, OR 97045

Attention: City Manager

13. Headings. The headings used in this Agreement are solely for convenience of reference, are not a part of this Agreement, and are not to be considered in construing or interpreting this Agreement.
14. Final and Entire Agreement. This Agreement and the exhibits hereto set forth the final and entire understanding of the parties with respect to the subject matter hereof and supersede all existing agreements between the parties with respect to such subject matter.
15. Invalidity or Unenforceability. In the event any provision of this Agreement shall be invalid or unenforceable in any respect for any reason; the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.
16. Modifications and Amendments. No modification or amendment to this Agreement or any part hereof shall be valid, unless it is in writing and signed by the parties.
17. Waiver. A provision of this Agreement may be waived only in writing signed by the parties. No waiver of one provision shall be deemed to be a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. The failure to enforce a provision shall not operate as a waiver of that provision or any other provision.
18. Ambiguities. This Agreement is deemed to have been prepared jointly by the parties hereto and any uncertainty or ambiguity existing herein shall not be construed against any one party but shall be construed according to the application of the rules of interpretation of contracts.
19. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Oregon.
20. Successors and Assigns. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
21. Further Assurances. Each of the parties agrees to provide such cooperation as is reasonably required to give effect to the intent of this Agreement and, from time to time, each of the parties hereto shall execute and deliver such additional documents or instruments as may be necessary to carry out the provisions of this Agreement. Such obligation of cooperation shall extend to cooperation by either party with the mortgagee (or beneficiary under a deed of trust) of the other party, including without limitation, promptly executing and delivering such modifications and amendments to this Agreement as are reasonable.

IN WITNESS WHEREOF, the Owner and the City have executed this Easement for Construction and Public Access on the date above written.

OWNER
CONFEDERATED TRIBES OF THE GRAND
RONDE COMMUNITY OF OREGON

By: _____
Title: _____

CITY

CONST/ACCESS ESMT- 4

THE CITY OF OREGON CITY

By: _____
Title: _____

CONST/ACCESS ESMT-5

STATE OF OREGON)
County of Clackamas)

This instrument was acknowledged before me on _____, 202__, by
_____, as _____ of _____.

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
County of Clackamas)

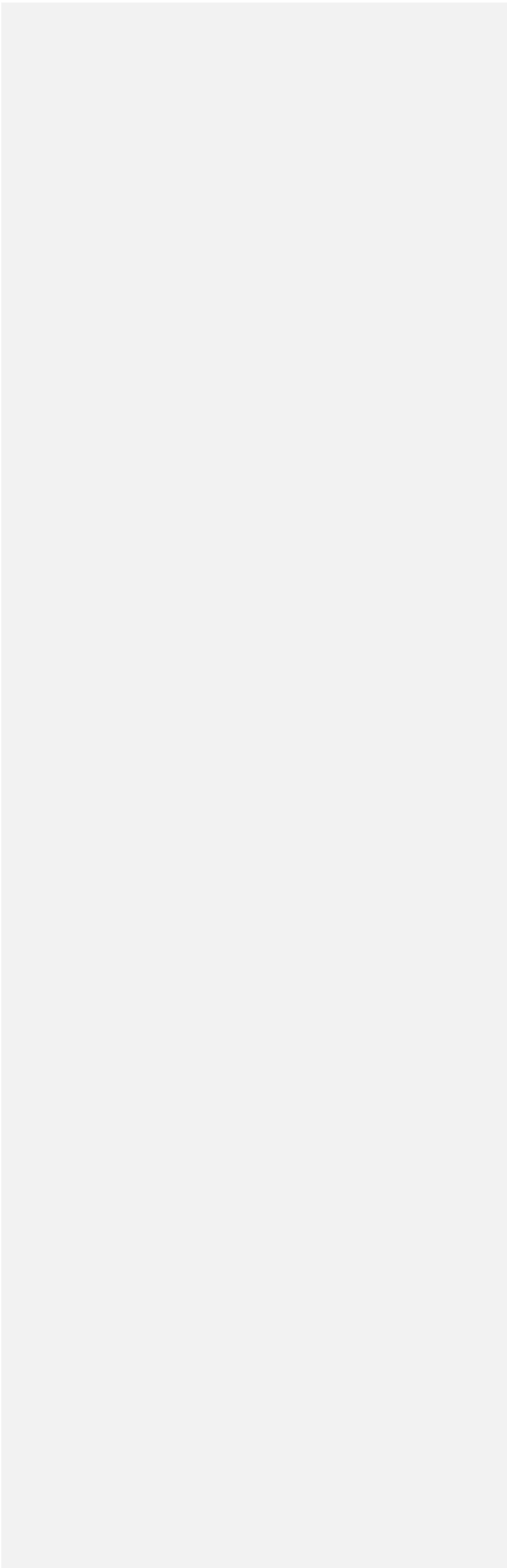
This instrument was acknowledged before me on _____, 202__, by
_____, as _____ of _____.

Notary Public for Oregon
My commission expires: _____

EXHIBIT A

EASEMENT AGREEMENT - 7

EASEMENT AGREEMENT - 8





CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** April 15, 2026
From: Dayna Webb, Public Works Director
Josh Wheeler, Assistant City Engineer

SUBJECT:

Item 9.b. - Resolution No. 26-05, a Resolution Adopting Updated City of Oregon City Public Works Water Distribution System Design Standards

STAFF RECOMMENDATION:

Approve Resolution No. 26-05, adopting updated City of Oregon City Public Works Water Distribution System Design Standards.

EXECUTIVE SUMMARY:

The City Commission adopted Resolution No. 19-10 on May 1, 2019, adopting revisions to the City's Revised Water Distribution System Design Standards. Per Section 4 of the Resolution, the City Engineer was authorized to make minor updates, as needed, to maintain current with standard engineering practices. Subsequently, on May 25, 2022, additional revisions were made to the Standards.

Staff is seeking approval of these proposed revisions to the Water Distribution System Design Standards, to ensure they remain current with today's codes and standards.

BACKGROUND:

In 2018, Public Works Engineering staff started updating all the City Design Standards as many of them were several years old. The Water Distribution System Design Standards were previously adopted in 1993 and the revisions were necessary to align the standards with the current codes and industry practices of the time. After a full review and revision of the Standards, Resolution No. 19-10 was adopted, approving updates to Water Standards.

Within Resolution No. 19-10, Section 4 provided flexibility to allow staff to make minor revisions to the Standards without City Commission approval. Section 4 states, "That the Commission, by this Resolution, empowers the City Engineer to periodically update these Standards as needed to maintain currency with standard engineering practices and standards." To that end, staff made a subsequent revision to the Standards on May 22, 2022.

The May 2022 revision included changes to the depth of watermains and discontinuation of the use of butterfly valves (used to control or isolate water flow), to comply with 2022 City practices and to improve the usability of valves throughout the system.

While Resolution No. 19-10 provided staff flexibility to make minor revisions, these new

proposed revisions are based on some City practices and standards which are unclear and have caused some challenges with current and past construction projects, as well as concerns for future maintenance. Therefore, City staff is requesting City Commission approval of Resolution No. 26-05 for the following new proposed revisions:

1. Minor updates to wording and definitions to clean up inconsistencies.
2. Clarifications about high pressure and Clackamas River Water (CRW) areas of the system.
3. Updates to the backflow prevention portion of the standards.
4. Location of service lines and meters.
5. Clarifications on water main testing.
6. Means and methods.

OPTIONS:

1. Approve Resolution No. 26-05, a Resolution Adopting Updated City of Oregon City Public Works Water Distribution System Design Standards.
2. Approve Resolution No. 26-05, a Resolution Adopting Updated City of Oregon City Public Works Water Distribution System Design Standards with Amendments.
3. Deny Resolution No. 26-05, a Resolution Adopting Updated City of Oregon City Public Works Water Distribution System Design Standards and provide further direction.

BUDGET IMPACT:

Amount	\$0
Fiscal Year(s):	NA
Funding Source(s):	NA
Included in Approved Budget:	No

RESOLUTION NO. 26-05

A RESOLUTION ADOPTING UPDATED CITY OF OREGON CITY PUBLIC WORKS WATER DISTRIBUTION SYSTEM DESIGN STANDARDS

WHEREAS, the City of Oregon City operates a water distribution system in order to provide water from the lower Clackamas river to the residents of the City; and

WHEREAS, the City's water system serves over 5,500 acres of developed property within the City limits and is comprised of over 140 miles of pipelines and other facilities including fire hydrants, valves, and service lines; and

WHEREAS, the City finds it necessary to establish and implement uniform engineering design standards for all Public Works Water Distribution System projects in the interest of health, safety, and welfare of the residents of the City of Oregon City; and

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. That the Commission, by this Resolution, adopts the Public Works Water Distribution System Design Standards, attached to this resolution as Exhibit 'A', for application to all publicly-owned Water Distribution Stem improvements within the City.

Section 2. The effective date for the Public Works Water Distribution System Design Standards shall be the date this resolution is adopted and signed.

Section 3. The Public Works Water Distribution System Design Standards adopted by this resolution shall supersede the Public Works Water Distribution System Design Standards, as adopted on May 1, 2019.

Section 4. That the Commission, by this Resolution, empowers the City Engineer to periodically update these Standards as needed to maintain currency with standard engineering practices and standards.

Approved and adopted at a regular meeting of the City Commission held on the 15th day of April 2026.

DENYSE C. MCGRUFF
Mayor

Attested to this 15th day of April 2026:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

**PUBLIC WORKS
WATER DISTRIBUTION SYSTEM
DESIGN STANDARDS**

**RESOLUTION NO. 26-05
ADOPTED: April 15, 2026**

**PREPARED BY
Public Works Department
13895 Fir Street
Oregon City, Oregon 97045-0304**

WATER DISTRIBUTION SYSTEM DESIGN STANDARDS

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SECTION I - GENERAL

1.00 PURPOSE

The purpose of these Water Distribution System Design Standards is to provide a consistent policy under which certain physical aspects of the public water distribution design will be implemented. Most of the elements contained in this document are Public Works oriented and most are related to public improvements and City contract projects; however, it is intended that they apply to both public and private work designated herein.

These Standards cannot provide for all situations. They are intended to assist but not to substitute for competent work by design professionals. It is expected that land surveyors, engineers, and architects will bring to each project the best skills from their prospective disciplines.

The Standards are also not intended to unreasonably limit any innovative or creative effort that could result in better quality, cost savings, or both. Any proposed departure from the Standards will be judged on the likelihood that such variance will produce a compensating or comparable result, in every way adequate for the user and the City resident.

1.01 GOALS

Following from the above purpose, the Standards have the objective of developing a water distribution system, which will:

- A. Be consistent with the Oregon City Comprehensive Plan, Oregon City Municipal Code, the Oregon City Water Distribution System Master Plan, the Oregon State Health Division Administrative Rules (Chapter 333), the State Plumbing Code, Clackamas Fire District #1 Oregon Fire Code Applications Guide, Oregon Fire Code – Appendix B, the most recent edition of the AWWA Standard Specifications, the most recent revision to the ODOT/APWA Standard Specifications for Construction, and City Code Chapter 13.04;
- B. Provide sufficient capacity to maintain minimum pressure during periods of maximum use and to provide sufficient volumes of water at adequate pressures to

- provide the expected average daily consumption plus fire flows at a minimum energy loss;
- C. Have sufficient structural strength to resist all expected loads, both internal and external, which may be imposed; and able to preserve the potability of the water supply;
 - D. Be economical and safe to build and maintain.
 - E. Be of materials resistant to both corrosion and erosion, and have a minimum design life of 75 years or the maximum industry standard, whichever is greater;

Alternative materials and methods will be considered for approval based on these objectives.

Whenever any conflict exists between the references in 1.01.A. and these standards, the references in 1.01.A. take precedence.

1.02 REVISIONS TO THESE STANDARDS

It is anticipated that revisions to these Standards will be made from time to time. The date appearing on the title page is the date of the latest revision. Users should apply the latest published issue to the work contemplated. The Standard Drawings referenced in Section III may be revised from time to time as deemed necessary without revision to this overall document.

1.03 SHORTENED DESIGNATION

These City of Oregon City Water Distribution System Design Standards shall be cited routinely in the text as the "Standards"

1.04 APPLICABILITY

These Standards shall govern all construction and upgrading of the facilities for public water distribution system in the City of Oregon City and/or applicable work within its service areas.

Some areas of Oregon City may be served by Clackamas River Water (CRW) when the City of Oregon City and CRW have executed an interagency agreement that provides the terms and provisions for CRW to provide water service to specific designated areas or properties within the City limits.

Properties located at elevation 450 or above with the City's Upper Zone of the Water Distribution System require service by CRW.

Whenever possible, the public water distribution pipelines shall be located within the public rights of way. Where pipelines are required to pass through private property, public water easements shall be obtained from the property owner.

The public distribution system shall include, but is not limited to, the distribution mains, fire hydrant assemblies, isolation valves, and the service lines including the water meter boxes in the public right-of-way or easement. The public distribution system is owned and maintained by the City of Oregon City unless otherwise noted.

The privately owned and maintained piping from the customer's property line, or the meter where provided, to the point of water use (the customer supply line) is subject to the requirements of the Oregon Plumbing Specialty Code.

Fire suppression water lines are considered privately owned and maintained beyond the public isolation valve in the public right of way or public easement.

Permanent public water distribution systems shall be provided to all property within the City of Oregon City in accordance with these standards, including legal lots of record created by partitioning or subdivision of land as per City of Oregon City Municipal Code.

Where applicable, developing property shall provide public water distribution extension along their frontage or through their site for extension to undeveloped property.

The design of the following are considered special facilities and are not covered in detail in these Standards:

- A. Water Distribution Pump Stations
- B. Reservoirs
- C. Relining of Existing Water Mains
- D. Treatment Plants
- E. Pressure Regulating Devices
- F. Flow Measurement Devices

Review and approval of the above special facilities by the City Engineer shall be required. The City Engineer may designate a qualified State of Oregon licensed Civil Engineer to perform the review. When requested by the City, full design calculations shall be submitted for review prior to approval.

1.05 REFERENCES

The Standards are intended to be consistent with the most currently adopted provision of:

- A. Oregon City Municipal Code
- B. Oregon City Comprehensive Plan
- C. Oregon City Water Distribution System Master Plan
- D. Oregon Plumbing Specialty Code
- E. Oregon Statewide Planning Goals and Guidelines
- F. Oregon Administrative Rules, Chapter 333
- G. Referenced National Trade Standards such as AWWA, ASTM, ANSI
- H. Appendix B of the Oregon Fire Code
- I. Clackamas Fire District #1 Oregon Fire Code Applications Guide
- J. Local Trade Standards such as ODOT/APWA

1.06 STANDARD SPECIFICATIONS

The workmanship and materials shall be in accordance with the current edition of the “Standard Specifications for Public Works Construction” except where the Standards provide other design detail. These standards are prepared by the Oregon Chapter of APWA, as modified by the City of Oregon City.

1.07 DEFINITIONS AND TERMS

Approved Air Gap - A physical vertical separation (two times the diameter of the pipe with a minimum of one-inch) between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressurized receiving vessel.

Approved Backflow Prevention Assembly- An assembly that has been investigated and approved by the regulatory agency having jurisdiction.

As-Built Plans/Record Drawing - Plans signed, stamped, and dated by the Consulting Engineer or approved Professional indicating that the plans have been reviewed and revised, if necessary, to accurately show all known construction details of a particular public works project.

Backflow - Backflow is the flow of water or other liquids, mixtures, or substances into the distribution pipes of a potable water supply from any sources other than its intended source, and is caused by backsiphonage or backpressure.

Backflow Preventer - A backflow preventer is a device or means to prevent backflow into the potable water system.

Backpressure - An elevation of pressure downstream of the distribution system that would cause, or tend to cause, water to flow opposite of its intended direction.

Backsiphonage – A drop in distribution system pressure below atmospheric pressure (partial vacuum), that would cause, or tend to cause, water to flow opposite of its intended direction.

Building Official - The Building Official of the City of Oregon City or his/her authorized representative.

City - The City of Oregon City, Oregon.

City Engineer - The City Engineer of the City of Oregon City or his/her authorized representative.

Consulting Engineer - The engineer of record, licensed by the State of Oregon as a Civil Engineer, under whose direction construction plans, profiles, and details for the work are prepared and submitted to the City for review and approval.

Cross Connection – means any actual or potential unprotected connection or structural arrangement between the public or user’s potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substances other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel, or change-over devices, and other temporary or permanent devices through which, or because of which, backflow can occur are considered cross connections.

Customer Line - Pipe carrying potable water from the water meter or other source of water supply to a building or other point of use or distribution to a property.

Cut Sheets - Sheets of tabulated data, indicating stations, structures, fittings, angle points, beginning of curve, points on curve, end of curves, staking offset, various elevations, and offset cuts.

Definition of Words - Wherever, in these Standards, the words directed, required, permitted, ordered, designated, or words of like importance are used, they shall be understood to mean the direction, requirement, permission, order, or designation of the City Engineer. Similarly, the words approved, acceptable, and satisfactory shall mean by, acceptable to, or satisfactory to the City Engineer.

Distribution System - Distribution main pipelines, pumping stations, pressure reducing stations, valves, and ancillary equipment used to transmit water from the supply source to the service line.

Double Check Valve Assembly - An assembly composed of two, independently acting, approved check valves, including tightly closing resilient seated shut-off valves attached at each end of the assembly and fitted with properly located resilient sealed test cocks.

Double Check - Detector Assembly - A specially designed assembly composed of a line size approved double check valve assembly assembled with a bypass containing a specific water meter and an approved double check valve assembly. The meter shall register accurately for only very low rates of flow up to three gallons per minute and shall show a registration for all rates of flow.

Dwelling Unit - A habitable living unit that provides basic living requirements including permanent cooking, and toilet facilities.

Easement - Easements are areas along the line of all public water mains and appurtenances that are outside of dedicated public rights-of-way and shall be prepared on approved forms granting rights along the public water line and appurtenances to the City.

Fire Flow - The flow rate of a water supply, measured at twenty (20) pounds per square inch (psi) residual pressure that is available for firefighting at fire hydrants.

Fire Hydrant Assembly - The fire hydrant head, bury, piping and attached auxiliary valve.

Fire Protection Service - A connection not metered to the public water main that is intended only to provide service to fire suppression systems that extinguish fires and the flushing necessary for the fire system's proper maintenance. The fire protection service shall not have any cross connections to any onsite domestic water and/or irrigation water systems that are metered from the public water system.

Fixture Unit Equivalents - The unit equivalent of plumbing fixtures as tabulated in the Oregon Plumbing Specialty Code.

Hydrant Lead - The line connecting the fire hydrant and bury to the auxiliary valve at the City public water main.

Irrigation Service - A separate metered connection from the domestic water metered connection intended for seasonal use and delivering irrigation water that is not discharged to the sanitary sewer system.

Multiple Family Dwelling - A building or portion designed thereof for occupancy by two or more families, living independently of each other.

Manufacturer's Name - Any manufacturer's name, specification, catalog number, or type used herein as specified by make and order to establish the standard requirements of the City. Other equivalent makes will be considered for approval, providing they are comparable with this established standard.

Owner - Any individual, partnership, firm, or corporation by whom the consulting engineer has been retained or who, as a property owner, is making arrangements with the City.

Person - Individual firm, corporation, association, agency, or other entity.

Plans - Construction plans, including system site plans, water system plans, profiles, cross sections, detail drawings, etc., or reproductions thereof, approved or to be approved by the City Engineer. These plans shall show the location, character, dimensions, and details for the work to be done, in which constitutes a supplement to these standards.

Potable Water - Potable water is water that is satisfactory for drinking, culinary, and domestic purposes and meets the requirements of the health authority having jurisdiction.

Premise - Any lot, parcel, or tract of land owned by a single entity.

Private or Private Use - In the classification of plumbing fixtures, "private" or "private use" applies to plumbing fixtures in residences and apartments, to private bathrooms in hotels and hospitals, to restrooms in commercial establishments containing restricted use, single fixtures, and to similar installations where the fixtures are intended for the use of a family or an individual.

Public or Public Use - In the classification of plumbing fixtures, "public" or "public use" applies to plumbing fixtures in commercial or industrial establishments, restaurants, bars, public buildings, comfort stations, schools, gymnasiums, and railroad stations. This use applies to fixtures placed where the public is invited or which are frequented by the public without special permission or special invitation. This use also applies to fixtures in other installations (whether pay or free) where fixtures are installed so that their use is similarly unrestricted.

Public Right-of-way - All land or interest therein which by deed, conveyance, agreement, easement, dedication, usage, or process of law is reserved for or dedicated to the use of the general public. Within this right-of-way, the City shall have the right to install or maintain waterlines and other public utilities.

Public Water Main - The water main (street main) is a water supply pipe for public or community use.

Residential User - The owner, lessee, or occupant of a single dwelling unit in one structure.

Roadway - The public right-of-way dedicated, granted, used, or to be used for transportation purposes by the general public.

Public Service Line - The line or pipe connecting the City water main to the water meter.

Single Family Dwelling - Any residential building designed to house one family.

Standard Drawings - The drawings of structures or devices commonly used for City public works infrastructure and referred to on the design plans. These standard drawings are included in Section III.

Streets or Roads - Any public highway, road, street, avenue, alley, way, easement, or public right-of-way used or to be used for a motor vehicle, bicycle, or other legal mode of transportation for the general public.

Traveled Way - That portion of the roadway for the movement of motor vehicles, bicycles, or other legal modes of transportation, exclusive of the shoulder and auxiliary lanes.

Uniform Plumbing Code - The Uniform Plumbing Code adopted by the International Association of Plumbing and Mechanical Officials, current edition as revised by the State of Oregon, called the “Oregon Plumbing Specialty Code.”

Water Supply System - The water distribution pipes, and the necessary connecting pipes, fittings, control valves, and all appurtenances carrying or supplying potable water.

1.08 ENGINEERING POLICY

The engineering policy of the City of Oregon City requires strict compliance with Oregon Revised Statute 672 for professional engineers.

All engineering plans, reports, or documents shall be prepared by a registered professional Civil Engineer licensed in the State of Oregon. These documents may also be prepared by a subordinate employee under his/her direction, and shall be signed by him/her and stamped with his/her seal to indicate his/her responsibility for them. It shall be the consulting engineer’s responsibility to review any proposed system, extension, and/or existing system change with the City, before engineering or proposed design work, to determine any special requirements or whether the proposal is permissible. A City approval granted on the plans or other documents, for any job, does not in any way relieve the consulting engineer of his/her responsibility to meet all requirements of the City. A City approval also does not relieve the consulting engineer of his/her obligation to protect the life, health, and property of the public. The plan for any job shall be revised or supplemented at any time if it is determined that the full requirements of the City have not been met.

The City will warn a consulting engineer in writing of their conduct for submitting false or inaccurate information of a material nature. The City will also advise the Oregon State Board of Engineering Examiners.

1.09 APPROVAL OF ALTERNATIVE MATERIALS OR METHODS

Any alternate material or method not explicitly approved herein will be considered for approval based on the objectives set forth in Section 1.00 PURPOSE. Persons seeking such approvals shall make the request in writing. Approval of any major deviation from these Standards will be in written form. Approval of minor matters will be made in writing if requested.

Any alternate must meet or exceed the minimum requirements set in these standards.

The written request is to include, but is not limited to, the manufacturer's specifications and testing results, design drawings, calculations, and other pertinent information.

Any deviations or special problems shall be reviewed on a case-by-case basis and approved by the City Engineer. When requested by the City, full design calculations shall be submitted for review with the request for approval.

1.10 ISSUANCE OF BUILDING PERMIT

Water improvements as well as all other public infrastructure improvements are required to be completed and be accepted by the City before any building permits for connection to new single family residential dwellings can be issued.

Building permits may be issued for commercial, industrial, and multi-family projects once city engineering approval has been provided for the plans.

Occupancy may not be granted to a building until all improvements are complete to the satisfaction of the City Engineer and Building Official; however, temporary occupancy may be provided if certain conditions are met as determined by the Building Official.

1.11 TRANSFER OF ENGINEERING RESPONSIBILITY

Project water plans shall always have an engineer of record performing the function of consulting engineer. If the consulting engineer is changed during the course of the work, the City shall be notified in writing and the work shall be stopped until the replacement engineer has agreed to accept the responsibilities of the consulting engineer. The new consulting engineer shall provide written notice of accepting project responsibility to the City within seventy-two hours of accepting the position as consulting engineer.

SECTION II - DESIGN

2.00 GENERAL DESIGN CONSIDERATIONS

Within the limits of economic feasibility, the designed water system shall have sufficient capacity to keep variations in pressure to a minimum and provide minimum pressure of 35 pounds per square inch (psi) at the highest using fixture during periods of maximum use. The water system shall also provide sufficient volumes of water at adequate pressures to satisfy the expected daily consumption plus fire flows. Typically, the working service pressure range under average daily demand operating conditions is 40 to 100 psi. Where mainline distribution pressures exceed 80 psi, customer services shall be equipped with individual pressure reducing valves (PRVs) to protect water heaters per the Oregon Plumbing Specialty Code. The minimum pressure shall be 35 psi in the building at the highest distribution point (such as a showerhead).

PRVs are required within the Upper Zone of the Water Distribution System at elevation 415 or lower or where pressures will exceed 80 psi..

In general, water distribution systems should be designed to provide for maximum development of the service area with recognition of possible urban renewal, industrial expansion, and so forth.

As a condition of water service, all developments will be required to provide public water mains of sufficient size for fire protection to adjacent parcels. This shall include the extension of water mains in easements across the property to adjoining properties and across the street frontage of the property to adjoining properties when the main is located in the street right-of-way.

The acceptable velocities in mains under Maximum Daily Demand (MDD) conditions shall be less than four (4) feet per second (fps) and during fire flow conditions less than ten (10) fps. However, velocity criteria are secondary to pressure and fire flow requirements. A 20-psi residual pressure under fire flow conditions shall be maintained in the distribution system as required by Oregon Health Authority, Drinking Water Program, OAR Chapter 333 Division 61 regulations.

All materials shall be new and undamaged. No rebuilt, reconditioned, or used material shall be allowed unless approved by the City Engineer. The same manufacturer of each item shall be used throughout the project.

All work and materials shall conform to the most recent edition of the ODOT/APWA Oregon Standard Specifications for public works construction as adopted and modified by the City of Oregon City.

2.01 WATER SYSTEM CAPACITY

The Water Distribution System Master Plan has been in place for the City for several years as far back as the mid-1990s. A plan was readopted in 2004 and updated in 2012 and in 2019. The plan is subject to periodic updates. A hydraulic analysis computer model was developed as part of the Water Master Plan effort to evaluate the performance of the existing distribution system and to aid in the development of future improvements. Hydraulic modeling performed provides the basis for development of capital improvement plans, financing plans, and technical memorandums aiding the City in understanding the deficiencies with the existing system, potential deficiencies caused by development, and solutions to correct or prevent those deficiencies.

On a case-by-case situation, the City may require a water model to analyze the operation of the existing distribution system given the required fire flow for a proposed development at the expense of the applicant. The fire flow requirement for a development shall be determined by the Clackamas Fire District #1 (Fire District) in compliance with the latest version of the Oregon Fire Code.

The following design criteria shall be used to determine system adequacy and recommend improvement to provide required fire flow:

Minimum Residual Pressure - 20 psi

Maximum Demand Fire Flow Velocity in Main - <10 fps

The minimum fire flow required:

Residential - 1,500 gpm (for 2 hours)

Office/Commercial - 3,500 gpm (for 3 hours)

Mixed Use/Schools - 3,500 gpm (for 3 hours)

Industrial - 5,000 gpm (for 4 hours)

Actual required fire flow:

Case-by-case determined by the Fire District.

For reference to the fire flow requirements for buildings, see the latest version of the Oregon Fire Code based on the International Fire Code, Appendix B and the latest version of the Clackamas Fire District #1 Oregon Fire Code Applications Guide.

2.02 MAIN CLASSIFICATION

A. Supply mains (Transmission Mains)

Mains that are used for transporting water from the source of supply and catchment reservoirs to the centralized point of distribution and distribution reservoirs.

B. Feeder Mains

Mains that transport water from centralized points of distribution and distribution reservoirs, to the various points of interconnection with the grid system of mains and centralized points of consumption.

1. Primary - Those feeder mains not supplying individual consumers, but their sole purpose being to transport water from centralized points of distribution to various points of interconnection with the grid system and centralized points of consumption.
2. Secondary - Those feeder mains which serve the same purpose as any other feeder mains except that individual consumers are served by this group because no other main is available or that the required supply to the consumer demands a large main.

C. Distribution Mains

Those mains that are used for supplying the individual consumer. As a rule, these are the small mains in the water supply system.

2.03 WATER SYSTEM CONSTRUCTION PLANS

A. General

Complete plans and specifications for all proposed water systems improvements, including any necessary dedications and easements, shall be submitted to the City. The City will review these documents for compliance with this Standard and issue approval when the documents meet City Standards. Plans must receive the required approval prior to construction permit issuance and beginning of construction. See Section 2.07 for required submittal information.

Improvements shall be constructed as shown on the City approved plans and in accordance with these Standards and the latest version of the Standard Drawings. Equipment and materials shall be installed in compliance with the manufacturer's recommendations, except where a higher quality of workmanship is required by the City Approved Plan, Specifications, and these Standards.

All materials and work shall be in strict accordance with any applicable regulations and requirements of Federal, State, and local authorities. The Contractor may be required to arrange for inspection by these agencies and submit evidence of their approval, when required or requested by the City.

Take care to prevent damage to pipe, fittings, and other materials (not including granular material) and equipment during transportation, unloading, and final placement for installation. Manufacturer recommended product handling shall be followed to protect coatings, linings, and structural integrity of materials used in public water system construction. Under no circumstances shall materials be dropped or dumped into the trench.

All damaged materials and equipment during construction shall be replaced or repaired to the satisfaction of the City.

The Contractor shall maintain safe working conditions for employees, City staff, and the general public in and around trench excavations. Precautions shall be taken to avoid damage to franchise utilities, adjacent properties, existing water infrastructure, and public or private landscapes/hardscapes. If any underground utilities are damaged, report damage to the City and Utility Owner, and 811 immediately.

B. Plan Preparation

Construction plans and specifications for public water main systems shall be prepared by a professional civil engineer licensed in the State of Oregon. Plans and specifications shall be prepared in accordance with the following requirements:

1. Dimensions - Construction plans shall be clearly and legibly drawn on a 24 inches by 36 inches wide format with a 1½ inch clear margin on the left side and one inch (1") margins on all other sides unless another format is approved by the City Engineer and using the latest version of the City's standard plan sheet template.
2. Scale - Horizontal scale shall be not smaller than 1" = 50'; vertical scale shall be not smaller than 1" = 5' or as approved by the City Engineer. 1" = 20' shall be required when more detail is needed.
3. Form - Title Sheet, Overall Utility Plan, Erosion/Sedimentation Control Plan, Grading Plan (if applicable), Plan and Profiles, and Details.

The water plans can be combined with the sanitary sewer plan if the water plans are part of a subdivision, commercial development, or City project where other public facilities are involved (sanitary sewer, storm, streets). However, the Consulting Engineer must ensure the notes for the sanitary sewer and water are drafted to distinguish a definite difference between the water and sanitary. For example: surround all water notes with a cloud symbol and all sewer notes with a box symbol.

Each utility will be required to be on its own page if required by the City.

2.04 TITLE SHEET

- A. Plan view (Site Plan) of the entire project, showing street right-of-way and/or subdivision layout to a scale of 1" = 100'. A smaller scale may be used on large projects upon approval of the City Engineer. A project is too large when a minimum dimension of two inches (2") cannot be maintained between the title, system site plan, and vicinity map. A scale of 1" = 200' may be used in this case.

The site plan shall be a composite plan showing all complete properties to be served by the water system improvements and properties adjacent to and within 250 feet of those served. The site plan shall also show existing and proposed water lines, tract names and numbers, addresses, and lot numbers or property owner's names and street names.

- B. Index of sheets, including a graphical index if more than one (1) plan sheet.
- C. Complete legend of symbols used.
- D. Vicinity Map to a scale of not less 1" = 800' showing the project locations unless another scale is approved by the City Engineer.
- E. Engineer Title Block - located in lower right-hand corner or right edge of paper with scale, north point, date, drawing number, the engineer's name, address and official stamp, and where applicable, the owner/developer's name and address as determined by current standards maintained by the City Engineer.
- F. Space for City Approval Stamp, 3" X 3", preferably in the lower right-hand corner (to be provided on each sheet of the plan set) as determined by current standards maintained by the City Engineer.
- G. Temporary and permanent benchmarks including their descriptions (see comment under profiles).
- H. Current City Standard Construction Notes and other special notes relating to construction methods, or include the City Standard Construction Notes in the Contract Documents with a note on the drawings so indicated.
- I. City Planning File No. or City Capital Improvement Project No.
- J. City G.P.S. Control (see Section 2.22 As-Built Drawings/Digital Mapping Requirements).

NOTE: If all the above items cannot be located on the title sheet, a different location within the plans may be used upon the approval by the City Engineer.

2.05 PLAN AND PROFILES

A. Plan

Plan view of water system shall be to a scale of not smaller than 1" = 50' (1" = 20' shall be required when more detail is needed) unless a different scale is approved by the City Engineer and shall contain the following information in addition to the above:

1. Adjacent street curbs and property lines, edge of pavement, right-of-way and utility easements referenced to property corners, property identification (Lot number or tax number), street intersection, or section lines. Adequate two foot (2') contour lines or property corner and curb elevations to help determine if existing basements or proposed daylight basements in new subdivisions can or should be served.
2. Location of water mains, service lines, meter boxes, fire hydrants, thrust block with bearing areas, and appurtenances with each fitting and branch line stationed to facilitate coordination in locating appurtenances. The stationing shall be tied to existing property corners or street monuments with the relationship of each valve and fitting shown to the property owners or street centerline. Each line with separate designation shall be stationed continuously from 0+00 at its point of connection to another line and each service line stationed.
3. Size, length, type of material, and class of pipe between fittings.
4. Location of existing water courses, geologic hazards, stream and railroad crossings, gas mains, culverts, sanitary and storm drains, underground and overhead power and other utilities (including but not limited to gas, electric, telephone, cable, fiber), and hydrants within 100 feet of the proposed extension. All water course crossings must show the 100-year flood plains and floodways.
5. Location of other proposed public improvements (including but not limited to sanitary sewer, storm sewer, curbs, traffic signals, street lighting, street signage).
6. Location of existing private facilities (including but not limited to driveways, retaining walls, mailboxes, trees)
7. Location of other public utilities (non-City owned)
8. Match lines with sheet number references.
9. Location and description of all known existing surveying monuments, including, but not limited to, section corners, quarter corners, donation land claim corners, and City control survey monuments. Any monuments removed or destroyed by construction shall be replaced per ORS 209.150. If a boundary control survey or plat is prepared in conjunction with the construction plans, a copy shall be

submitted with the construction plans for review. See Section 2.22 As-Built Drawing/Digital Mapping Requirements.

10. Location of existing water valves that would be necessary to isolate project during construction if required.

B. Profiles

Profiles for the individual water lines shall be to the same horizontal scale and preferably on the same sheet, drawn immediately below the corresponding plan view reading from 0+00 left to right. However; if spatial and clarity needs are met better by having plan and profiles on separate sheets, they may be on separate sheets. Profiles shall be required in the following instances:

1. Railroad and culvert crossings, geologic hazard areas, ditch or stream crossings with elevations of the ditch or streambed and the 100-year flood elevations profile and casing details. Horizontal scale 1" = 20', vertical scale 1" = 2'.
2. Utility crossings that conflict with the proposed water line installation. Same horizontal and vertical scale as (1) above.
3. Mains installed in easements across private property. Horizontal scale 1" = 50', vertical scale 1" = 5', or other standard scale.
4. Mains 12 inches in size or larger.

Profiles shall be based on one of the following bench mark systems:

- a. City of Oregon City,
- b. ODOT, or
- c. U.S. Geodetic Survey.

Show the location and elevation of the reference benchmark and any temporary benchmarks set on the title sheet.

Profiles shall show proposed waterline appurtenances, all utility crossings, existing and proposed finished grade, line sizes, slopes, elevations at grade brakes stationing, and required minimum clearances. For mains 12 inches and larger, include backfill classification.

SPECIAL NOTE: If practicable, the consulting engineer shall field locate and verify the alignment, depth, and inverts of all existing facilities shown on the plans that will be crossed by proposed facilities. City as-built records are only to

be used as an aid to the consulting engineers when verifying the existing facilities in the field.

2.06 WATER SYSTEM APPURTENANCES/CONSTRUCTION NOTES

A. Appurtenances

Detailed drawings shall be included for all water system appurtenances including fire hydrants, thrust blocks, valve boxes, blow offs, and service installations.

B. Construction Notes

Standard City General Construction Notes and Water Notes shall be included on the plans, or in the Construction Documents with a note on the drawing so indicating. These notes may be added to or revised, upon City Engineer approval, in order to accommodate specific projects.

2.07 PLAN SUBMITTAL, APPROVALS, INSPECTION REQUIREMENTS

A. Construction plans shall be submitted to the Public Works Department for checking to ensure compliance with these Standards, City of Oregon City Ordinances, and good engineering practice. Submitted plans shall include the following:

1. Engineer's Preliminary Cost Estimate (or Opinion of Probable Cost),
2. Engineering Review Checklist checked by consulting engineer, and
3. A tie to the City horizontal control system. Survey ties to include monuments tied and closure results.

B. Submitted plans shall also include (if applicable) the following:

1. Supplemental specifications,
2. Soils report and design recommendations,
3. Geotechnical report and design recommendations,
4. Natural Resource report and design recommendations,
5. Easement and right-of-way descriptions and sketches,
6. A tie to the City Bench Mark systems, including closure results,
7. Boundary control survey,
8. Final plat, and

9. Other material as requested by the City Engineer
- C. A plan review check fee, (based on an approved engineer's cost estimate) will be levied at the time plans are submitted to the Engineering Division. This fee is a percentage of an approved engineer's cost estimate for all site improvements. Plans will not be checked until fee is paid.
- D. Once the plans are approved and construction permit issued, the Consulting Engineer for private development projects shall be responsible for providing inspection and surveying services necessary to stake and construct the project. The Consulting Engineer shall prepare the as-built drawings when the project is complete.
- E. The Consulting Engineer preparing the plans for a privately funded public improvement project shall execute a "City of Oregon City, Developer/Engineer Agreement for Public Works Improvements." This agreement provides for the following services from the Consulting Engineer:
1. Perform surveying sufficient to prepare construction plans.
 2. Prepare construction plans and specifications, and obtain approvals.
 3. Attend a preconstruction meeting.
 4. Perform construction staking and inspection.
- F. If the Consulting Engineer is not furnishing all of the above services, the specific arrangements, i.e., subcontracting, must be supplied to the City. The name, address and telephone number of Consulting Engineer, surveyor, and contact person shall be included.
- G. Should the services of the Consulting Engineer be terminated or curtailed below the specific tasks, he/she shall correspond with the City so indicating.
- H. The Consulting Engineer doing inspection for a privately funded public improvement project shall follow the City's "Minimum Guidelines for Inspection/Observation of Public Works Construction" or similar current policy.
- I. It shall be the policy of the City of Oregon City to provide spot check inspection services for non-public-funded public improvements. A 2½ % inspection fee or currently established fee (the fee is a percentage of an engineer's cost estimate) will be collected at the time the plans are approved. This inspection fee is in addition to the plan check fee. A permit is issued for construction when the following items are provided:
1. Approved Engineering Plan,
 2. Engineer's Final Cost Estimate (or Opinion of Probable Cost),

3. Accepted Geotechnical Report (if required),
 4. Accepted Natural Resource Plan (if required),
 5. Performance Bond,
 6. Developer/Engineer Agreement,
 7. Erosion Control Permit (if required),
 8. Permits from other jurisdiction if working in their right-of-way,
 9. Approval from State of Oregon Health Division (if City does not continue its program to approve plans on behalf of the State), and
 10. Any other permits required from any other agencies having jurisdiction on the project.
- J. A project becomes accepted by the City when construction is complete and the following have been completed or obtained:
1. Maintenance Bond,
 2. Consulting Engineer's Certificate of Completion,
 3. Completed Punchlist, and
 4. Recorded Subdivision or Easement Document (when required).
- K. A water main becomes fully owned and maintained by the City once the City has accepted the new improvement and released the performance bond. The City will provide all locates and supervise all new taps to that main once it has been connected to the public water distribution system. The contractor is responsible for a two-year period following release of the performance bond for warranty to that new water main and is required to make repairs if the line or appurtenances fail in any way as determined by the City. If repairs are not made, the City may use the maintenance bond for any repairs.

2.08 WATER MASTER PLAN REQUIREMENTS

The City uses the current adopted Water Distribution System Master Plan to recommend improvements to the existing and future distribution system. These recommendations shall be included in the design; however, they may be modified based on updating of the Water Distribution System Master Plan or updated computer model runs for specific fire flow requirements.

2.09 PIPE MATERIALS

Pipe materials shall conform to standards listed in this section. All water mains and services shall be designed for a cold water working pressure of 250 psi (refer to AWWA C 150 and DIPRA Technical Bulletin “Designing for Ductile Iron Pipe”). Fittings and valves shall be specified to have a working pressure of 250 psi unless an alternative is approved by the City Engineer.

Waterlines less than 30 inches shall be ductile iron pipes, cement mortar lined and seal coated, and shall conform to ASTM A536, ANSI/AWWA C151/A21.5, ANSI/AWWA C104/A21.4, and ANSI/AWWA C111/A21.11. Waterlines shall be thickness Class 52 with push-on joints. Joint and/or mechanical joint type conforming to ANSI A21.11 (AWWA C11). All joints shall be restrained unless approved by the City Engineer. Higher thickness class may be required where analysis indicates abnormal loading condition (see AWWA H-3).

All tees, bends, valves, and blow-off locations shall, unless otherwise noted and approved by the City Engineer, be restrained with a Mega-Lug follower, or approved equal.

Straddle blocks shall be provided on any dead end water mains.

Waterlines that are thirty inches (30") and larger or meet other Special Conditions shall be of acceptable alternate materials that include reinforced concrete water pipe, steel cylinder type, pre-tensioned conforming to AWWA C303 as approved by the City Engineer.

Acceptable abbreviations for showing existing types of pipe on the plans are as follows:

- AC - Asbestos Cement
- CI - Cast Iron
- DI - Ductile Iron
- CC - Concrete Steel Cylinder
- PE - Polyethylene
- PVC - Poly-Vinyl Chloride

A. General

Furnish the size, strength, and thickness classification; the type of joints; and type of materials as specified. Furnish catalog data for all materials and shop drawings for all fabricated items for approval prior to ordering or fabricating.

B. US Made Products

All materials shall be made in the United States of America unless approved by the City Engineer. Exceptions to US Made may only be approved by the City Engineer if the product is not available in the USA or if the City Engineer determines that the lead time required will negatively affect the general public.

C. Ductile Iron Pipe

Ductile iron pipe material shall conform to ASTM A536. Pipe shall be centrifugally cast, conforming to ANSI A 21.51 (AWWA C151), and shall be cement mortar lined and seal coated, conforming to ANSI A 21.4 (AWWA C 104). Pipe joints shall be mechanical, flanged, or push-on types. All joints shall be restrained. Furnish gaskets and joint lubricant conforming to ANSI A 21.11 (AWWA C 111), suitable for designated pipe joint, size, and pressure rating.

D. Concrete Cylinder Pipe

Concrete cylinder pipe shall conform to AWWA C 300. Steel cylinder thickness, reinforcing wire diameter and spacing, and cement mortar lining and coating shall be as specified. Design shall furnish flanged, welded, or Carnegie-type push-on joints as required.

E. Pipe Fittings and Specials

Pipe fittings and specials used with cast and ductile iron pipe shall conform to ANSI A 21.10 (AWWA C 110). Fittings shall be mortar lined, Class 250, and shall be mechanical, restrained, or flanged as required. The manufacturer's fittings and specials for concrete cylinder pipe shall be in accordance with AWWA C 300. Fittings may be furnished with plain ends for welding, flanged joints, or restrained joints, as specified.

Unless otherwise stated, manufacture fittings for steel pipe in accordance with AWWA C 200 and AWWA C 208. Furnish fittings for steel pipes that have plain ends, restrained joints as specified, or flanged ends. Protect steel pipe fittings and accessories by applying coal-tar enamel as specified in AWWA C 203 or as otherwise specified.

All fittings shall be ductile iron conforming to ASTM A536, ANSI/AWWA C110/A21.10, ANSI/AWWA C104/A21.4, and ANSI/AWWA C153/A21.53. Fittings shall have cast upon them the manufacturer's identification, pressure rating, nominal diameters or openings, and the number of degrees or fractions of a circle for all bends. Fittings shall be coated inside with cement mortar with an asphaltic seal-coat. When specified, fittings shall be ductile iron mechanical joint (MJ) or flange joint (FLG) conforming to AWWA C153 and C110.

The maximum allowable joint deflection shall not exceed twelve (12) inches per eighteen (18) feet of laying length.

F. Flanges and Gaskets

Provide flanges and gaskets conforming to the requirements of AWWA C 207, Class D unless otherwise specified, rated at 150 to 174 psi. Provide bolts and gaskets conforming to AWWA C 207.

G. Mechanical Couplings

Provide mechanical couplings where connecting pipes are made of cast or ductile iron. Provide steel mechanical couplings where connecting pipes are made of steel or concrete cylinder pipe. Couplings shall be capable of withstanding the designated internal hydrostatic test pressure without leakage or over stressing. Coupling diameter shall be compatible with the outside diameter of the pipe on which the coupling is installed. Steel couplings shall receive corrosion protection as specified in sub paragraph 501.3.06. Mechanical couplings shall have a minimum metal ring dimension as shown. Bolts shall be stainless steel or ductile iron compatible with the coupling used.

H. Restrained Joint

Restrained joints and gaskets shall be used on all projects involving City of Oregon City public water in place of other joints and thrust blocks unless approved by the City Engineer. Achieve joint restraint using flanges, welded joint, joint harnesses, or other means as shown. Field welding of steel joints shall conform to AWWA C 206. Where joint harnesses are used, they shall consist of steel tie bolts extending across the pipe joints with lugs shop-welded to the pipe barrel as shown. Joint harness assemblies shall conform to AWWA Manual M 11. Sized as required to withstand the hydrostatic test pressure on the pipe. Components of joint harness shall be hot-dip galvanized after fabrication.

I. Material for Thrust Blocks

Furnish and place thrust blocks sized as shown using Portland Cement concrete conforming to ASTM C 94, developing a 28-day compressive strength of at least 4,000 psi, placed as shown on the Plans per the standard detail.

J. Material for Straddle Blocks

Where straddle blocks are required, they shall use Portland Cement concrete with a minimum 28 day compressive strength of 4,000 psi per standard detail.

K. Pipe Joining

1. Cleaning

Before joining, all pipe contact surfaces are to be thoroughly cleaned, wire brushed if necessary, and kept clean until joining is completed. Remove all lumps, blisters, and excess coal tar coating from the bell and spigot ends of each pipe and fitting.

2. Mechanical Joints

All mechanical joints shall be installed with joint restraints except on cast iron pipe.

Installation of mechanical joints shall be as recommended by the manufacturer and in accordance with ANSI/AWWA C111/A21.11 Appendix A. If effective sealing is not obtained, the joint shall be disassembled, thoroughly cleaned, and reassembled.

Bolts shall be uniformly tightened to the torque values listed below or according to manufacturer’s instructions, whichever is greater.

Joint Size (in.)	Bolt Size (in.)	Range of Torque (ft-lbs)
3	5/8	45-60
4-24	¾	75-90
30-36	1	100-120
42-48	1¼	120-150

The above torque loads may be applied with torque measuring or indicating wrenches.

If effective sealing is not attained by the maximum torque indicated above, disassemble the joint and reassemble after thorough cleaning. Overstressing of bolts to compensate for poor installation is not permitted.

3. Push-on Joints

All push-on joints shall be restrained.

Installation of push-on joints shall be according to manufacturer’s recommendations and AWWA C600.

All joint surfaces shall be lubricated immediately before joining of pipe with an NSF-approved joint lubricant, as recommended by the gasket manufacturer.

The Contractor shall take precaution not to damage the pipe, gasket, or fittings when pushing pipe together. Pipe spigot is to be squared with pipe bell prior to the joining process. If deflection is needed at a push-on joint, deflection shall take place after pipe is shoved home in the bell.

4. Deflection

Pipe deflection shall not exceed the values listed in the table below, or the manufacturer’s maximum allowable pipe joint deflection, whichever is less.

(18-foot pipe length)		
Pipe Diameter (inches)	Push-On Joint Maximum Deflection	
	Angle (degrees)	Offset per 18-foot pipe length (in.)
4	5	18
6	5	18
8	5	18
12	5	18
18	3	15
24	2.5	9.5

5. Flange Joints

Installation of flange joints shall be according to manufacturer's recommendations and ANSI/AWWA C111/A21.11 Appendix C.

Flange faces shall be flat and perpendicular to the pipe center line. Flange faces must be cleaned with a wire wheel prior to installation of the valve. Flange bolts shall be tightened in a progressively crisscross pattern, such as by first tightening the bottom bolt; then the top bolt; next the bolts on either side; finally, the remaining bolts. This process should be repeated until all bolts are sufficiently tightened. Bolts for flange fittings shall be long enough to tighten through the nut and have three threads exposed beyond the nut.

6. Thrust and Straddle Blocks

The Water Department will only accept concrete thrust blocking where shown on Standard Drawings or for applications where joint restraints are not feasible. Cost is not a determining factor in feasibility.

When permitted, install thrust blocking according to the Standard Drawings. Concrete shall have a slump of 2 to 4 inches and shall comply with ODOT Standard Specifications Section 2001.29 (Class 3000 – ¾-inch) "Commercial Grade Concrete." Any field mixing of concrete must be approved by the City staff.

Concrete blocking shall extend from the fitting to solid, undisturbed earth and installed so that all joints are accessible for repair. Prior to using high-early concrete for thrust blocking, the Contractor shall submit a mix design from the supplying concrete plant for City approval.

Concrete thrust restraint for vertical bends shall include embedded steel rebar hooks as shown in the Standard Drawings.

All pipe and fittings in contact with concrete shall be completely wrapped in two (2) layers of 4- mil polyethylene sheets or one (1) layer of 8-mil polyethylene prior to the placement of the concrete.

Straddle blocks installed on existing waterlines 8-inch and smaller require U.G. clamps or mid span restraint glands. Straddle blocks on waterlines 10 inches and larger require designed rebar reinforcement stamped by a registered professional engineer and approved by the Water Department.

2.10 MAIN SIZE

A. Grid System

The distribution system mains shall be looped at all possible locations to provide circulation and water quality.

B. Size of Pipe

1. 2-inch - shall not be used as part of the distribution system.
2. 3-inch - shall not be used as part of the distribution system as well as service lines and fire lines.
3. 6-inch - may only be used on dead-end streets not requiring a fire hydrant that is less than a center line distance of 200 feet in length. This 200 feet is measured from the center of the intersecting street to the radius point of the cul-de-sac of a dead-end street. This line may not serve more than 12 residences and shall be connected to a looped minimum six-inch (6") main.
4. 8-inch - the minimum size distribution water main in residential subdivisions for the grid (looped) system. Looping of the distribution grid shall be at least every 600 feet to 1,200-foot intervals, unless otherwise approved. Also, the minimum size for permanently dead-ended mains supplying fire hydrants with a fire flow less than 1,500 gpm and for secondary feeder mains in residential subdivisions. 6-inch may be used if approved by the City Engineer and this guideline is followed.
5. 12-inch - and larger, as required, for primary feeder mains in industrial subdivisions.
6. Full pipe sections shall be eighteen (18) feet in length unless industry standards change between updates of these standards, whereby the City Engineer can approve any changes.
7. Exceptions to this section may be requested with rationale to the City Engineer for decision.

2.11 MINIMUM DEPTH

The standard minimum cover over buried water mains within the street right-of-way shall be thirty-six inches (36") from finish grade to top of pipe for all pipes 10" and smaller.

The minimum cover for mains in easements across private property shall be thirty-six inches (36") from finish grade to top of pipe for all pipes 10" and smaller.

For pipes 12" and larger, minimum cover shall be 48" or greater as determined and approved by the City Engineer.

Where the main is located in the cut or fill side slope or where mains are located in easements, finish grade shall mean at the water main alignment. The intent is to provide a minimum cover over the pipe of 36 inches in the street right-of-way and 36 inches in easements.

Deviation from the above standards will be considered on a case-by-case basis when the following circumstance exists:

Underlying rock strata - required: a request in writing to the City Engineer together with submission of a soils report with a plan and profile certifying that bed rock exists less than three feet (3') below the undisturbed ground surface.

When deviating from the standard depth, a profile shall be required.

2.12 LOCATION

A. Water Mains Within Street Right-of-Way

The standard location for water mains within public streets and roads shall be four feet (4') from the face of curb for such streets and roads under the pavement section and preferably on the south and east sides of the street. Exceptions to these requirements may be made to avoid conflicts with other existing underground facilities and to permit sanitary sewers to be installed on the low sides of streets.

Mains should not be installed in alleys. As nearly as practical, mains shall be installed in a particular street with the distance from the curb line of the street varied as little as possible. On curved streets, the mains may be laid on a curve provided the following minimum radius are not exceeded (minimum radius was calculated using one half manufacturer allowable deflection):

PIPE SIZE - MINIMUM RADIUS	
6 inches through 12 inches	500 feet
14 inches through 16 inches	600 feet
18 inches through 24 inches	800 feet

On curved streets where mains are to be laid in straight lines, they shall be laid along the tangent between selected angle points to avoid conflicts with other utilities. The angle point of tangent section shall not be less than four feet (4') from curb face or pavement edge.

All new water pipelines under construction shall be physically disconnected from the City's existing distribution system and may only be connected after passing hydrostatic and bacteriological testing and the City's approval.

B. Within Easements

Mains laid in easements along property lines, with the easements centered on property line, shall have the main and easement centerline offset forty-two inches (42") from the property line. The installation of mains within easements across privately-owned property is to be done only when absolutely necessary, such as avoiding dead-end conditions. Such easements, when required, shall be a minimum of fifteen feet (15') in width except that the minimum width shall be twenty feet (20') or more for transmission water mains and the conditions of the easement shall be such that the easement shall not be used for any purpose which would interfere with the unrestricted use for water main purposes. Typically, 15 feet is used for placement in private roadways or parking areas and 20 feet is used when vehicular access is not normally available. Under no circumstances shall a building or structure be placed over a water main or water main easement. This includes overhanging structures with footings located outside the easement. The intent is to provide an unobstructed area in which to operate or repair equipment. Concrete pads, patios, walkways, and landscaping may be installed but is subject to removal at the property owner's expense. Trees shall only be allowed within 10 feet horizontally from the water main.

Easement locations for public mains serving a planned unit development, apartment complex, or commercial/industrial development shall be in parking lots, private driveways, or similar open areas which will permit an unobstructed vehicle access for maintenance by City forces, and shall be located at least twenty feet (20') from the edge of existing or proposed structures.

Easement widths shall vary from the fifteen foot (15') minimum in five foot (5') increments (i.e., 15, 20 feet).

All easements must be furnished to the City for review and approval prior to acceptance and recording. Standard City utility easement document forms and guidelines for preparation of descriptions and sketches shall be used.

The easement shall be exclusive for water mains and appurtenances and not shared with other utilities or structures (unless approved by Public Works).

C. Relation to Sewer Lines and Other Utilities

Whenever possible, mains shall be installed a minimum clear distance of ten feet (10') horizontally from sanitary sewers and shall go over the top of such sewers with a minimum of eighteen inches (18") of clearance at intersections of these pipes. A City approved design exception shall be obtained if these clearances cannot be met. In all instances in this section and the following sections, the distances shall be measured edge to edge. If the recommended spacing cannot be achieved, then construction standards, as outlined per the Oregon Administrative Rule Chapter 333-61-050, shall be followed. The minimum spacing between water mains and storm drains, gas lines, and other underground utilities, excepting sanitary sewers, shall be three feet (3') horizontally when the standard utility location cannot be maintained.

Where water mains are being designed for installation parallel with other water mains, utility pipe, or conduit lines, the vertical separation shall be a minimum of twelve inches (12") or in such a manner which will permit future side connections of mains, hydrants, or services and avoid conflicts with parallel utilities without abrupt changes in vertical grade of the above-mentioned main, hydrant or service. Where crossing of non-sanitary sewer utilities is required, the minimum vertical clearance shall be twelve inches (12"). A City approved design exception shall be obtained if these clearances cannot be met.

Sanitary sewers crossing a water main shall be made at approximately 90 degrees and have a minimum of eighteen (18) inches of vertical clearance. Otherwise, the sanitary sewer shall be constructed of ductile iron water pipe with watertight joints for a distance of nine (9) feet from both sides of the water line.

2.13 SURFACE WATER

Surface water crossings of mains shall be over or under water depending on the location and size of the pipe.

A. Above Water Crossings

The pipe shall be adequately supported and anchored, with care taken to protect from freezing and damage, yet be accessible for repair and maintenance. All above water crossings will require the approval of the City Engineer.

B. Underwater Crossings

1. Mains crossing stream or drainage channels shall be designed to cross as nearly perpendicular to the channel as possible.
2. Where the watercourse is more than 15 feet wide, the pipe shall be of special construction with flexible watertight joints, valves shall be provided on both sides of the crossing so the section can be isolated for testing or repair, and test cocks shall be provided at the valves. The valves shall be easily accessible and not subject to flooding.
3. The following water surface crossings will be treated on a case-by-case basis:
 - a) Stream or drainage channel crossing for pipes twelve inch (12") inside diameter or greater.
 - b) River or creek crossings requiring special approval from the Division of State Lands.
4. The minimum cover from the top of pipe shall be thirty-six inches (36") to the bottom of the stream bed or drainage channel.
5. A scour pad centered on the water line will be required for mains less than twelve inch (12") inside diameter when the cover from the top of the pipe to the bottom of the stream bed or drainage channel is thirty inches (30") or less. The scour pad shall be six inches (6") thick and six feet (6') wide reinforced with (#4) bars twelve inches (12") on center both ways and shall extend to a point where a one-to-one slope, that begins at the top of the bank and slopes down from the bank away from the channel center line intersects the top of the pipe.

2.14 VALVES

A. Description

1. General

This section covers furnishing and installing the valves listed herein. The type and location of other special valves not listed herein will be specified and shown in the Plans and Special Specifications, when required. Valves shall be the same size as the mains in which they are installed. Gate valves will be used for pipe eight inches (8") or less. Gate valves will be used for twelve inch (12") and larger pipe rated for 250 psi for new water mains. Butterfly valves may be used to replace existing butterfly valves. Gate valves shall be considered as a replacement of existing butterfly valves when depth allows. Gate valves for 12" and larger pipe require a depth of 48" or greater as determined and approved by the City Engineer. No City of Oregon City valves shall be operated without authorization from the Public Works Department.

2. Certification

Furnish certification properly executed by the manufacturer showing compliance with the required specifications and results of test performance.

B. Materials

1. Gate Valves

Gate valves shall be ductile iron body, bronze mounted, non-rising stem valves with O-ring seals and shall be manufactured to open when the stem is rotated counterclockwise. Provide a two-inch (2") square operating nut. Valve ends and sizes shall be as shown. All gate valves shall have resilient seats and conform to the latest revision of AWWA C 509. All gate valves shall be UL listed and FM approved.

Joint materials for mechanical joints shall conform to AWWA C 111. Joint materials for flanged joints will consist of 1/8-inch thick, full face, one piece, cloth inserted, rubber gaskets conforming to Section 7 of AWWA C 207. Bolts and nuts shall conform to section 8 of AWWA C 207.

2. Butterfly Valves

Unless otherwise specified, butterfly valves shall have ductile iron body and conform in all respects to the physical and performance requirements of AWWA C 504, short body type having operators suitable for direct burial. Furnish Class 250 valves unless otherwise indicated. Valves shall have a two inch (2") square operating nut which shall rotate counterclockwise to open unless otherwise specified.

The valve stem for butterfly valves shall be located on the street centerline side of the waterline unless otherwise noted on the plans or directed in the field.

3. Valve Boxes

All valves shall have a valve box for access. The valve box shall be constructed per City of Oregon City Standard Drawing 410, sized as shown in the applicable Standard Drawings, having cast iron top section and cover. Valve box extensions shall be Schedule 40 or 3034 sewer pipe 6" diameter.

Valve lids located in roadways with high-volume traffic or speed limits 35 mph and greater shall have locking lids to prevent lid from being dislodged.

All lids shall contain the Oregon City design logo.

C. Location

Distribution system valves shall be located at the “T” or cross fitting as near as possible. Whenever a conflict exists with curbs or other physical obstructions, the valve shall be located at the intersection of the main with a property line. There shall be a sufficient number of valves located so that not more than four (4) and preferably three (3) valves must be operated to affect any one particular shutdown. Three (3) valves shall be required on a “T” intersection. The spacing of the valves shall be such that the length of any one shutdown in high value areas shall not exceed 500 feet nor 800 feet in other areas. The maximum distance between main line valves shall be 800 feet.

Generally, valves shall be installed at water main intersections in groups of three (3) for tee applications and four (4) for cross applications.

Valves shall be installed in areas adequate to allow for a 3-foot clear zone maintained around all water system valve boxes. Fencing, trees, large bushes, retaining walls, and anything else that may interfere with the operation of a water valve is prohibited within the clear zone.

Valves shall not be located within a curb, gutter, driveway, sidewalk surfaced area, or ADA ramp.

Transmission water mains shall have valves spaced at no more than 2,000 feet and preferably spaced at 1,300 feet. Hazardous crossings, such as creek, railroad, and freeway crossings, shall have valves on each side.

Distribution taps on transmission mains shall not be spaced less than 1,300 feet apart where practical and shall have valves and be plugged.

D. Phased Construction

Water mains installed by phased construction, which will be extended in the future, shall terminate with a valve and blow-off. Also, see Section 2.17 (B) Blow-offs.

All developments will be required to extend mains across existing or proposed streets for future extensions by the City or other developments. All terminations shall be planned and located such that new or existing pavement will not have to be cut in the future when the main is extended.

2.15 BACKFLOW PREVENTION

General

An approved backflow prevention assembly shall be required per the City's Cross Connections/Backflow Prevention Program Policies & Procedures and in compliance with the Oregon Plumbing Specialty Code. All plans should be routed to the water quality coordinator for review and comment regarding cross connection control requirements. Conditions as set forth in the City Cross Connection Control Ordinance will prevail in all cases.

The meter user or the owner of the property shall have the assembly tested by an Oregon certified tester at least once per year. The water user or the owner of the property is responsible for the operation and maintenance of all approved backflow-prevention assemblies.

2.16 FIRE HYDRANTS

A. Coverage

1. Distribution of hydrants shall be based upon the required fire flow and the area served. The Fire District shall determine the required fire hydrant distribution based on their judgment in applying adopted fire codes. See Section VII, Uniform Fire Code, Appendix III A & B, Fire Flow, Fire Hydrants.
2. Preferred coverage shall result in hydrant spacing of:
 - a. 500 feet (when measured along a route accessible to vehicles) in residential areas,
 - b. 200 to 500 feet in high-value districts including industrial subdivisions, and
 - c. No further than 250 feet away from any dwelling, business, garage, or building.
 - d. When new water mains are extended along streets where hydrants are not required for the protection of surrounding structures or other fire concerns, fire hydrants shall be provided at a spacing not exceeding 1,000 feet, for transportation hazards. When streets are provided with median dividers which cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis up to a fire-flow requirement of 1,500 gallons per minute and 400 feet for higher fire-flow requirements.

B. Location

No fire hydrant shall be installed on a water main of less than eight-inch (8") inside diameter unless approved by the City Engineer and the Fire Marshall. The hydrant run shall be a minimum six-inch (6") inside diameter. Long eight-inch (8") dead-end

lines to fire hydrants shall be avoided whenever possible to prevent water quality problems (stagnant water). When unavoidable, a fire hydrant shall be installed at the end of the line. Long dead-end lines over **30** feet shall be approved by the City Engineer. Hydrants shall be located as close to the mainline as possible and in no case shall be over 30 feet away.

Hydrant supply lines shall not exceed 30 feet in length. Hydrants shall be located:

- a. As near as possible to the corner of street intersections (curb returns),
- b. Within at least 200 feet from any cul-de-sac radius point, and
- c. At property lines extended into the right-of-way to not interfere with driveways.

When possible, hydrants shall be provided on the street side closest to the water main to avoid long supply lines.

Hydrants shall be placed within the grass parkway area of the right-of-way except when curb tight sidewalk (or integral sidewalk and curb). Hydrants in the grass parkway shall be located 24 inches behind face of curb and hydrants with curb tight sidewalk shall be placed at the back of sidewalk within the right-of-way to allow proper ADA access along sidewalk.

When placed at mid-block locations, fire hydrants are to be installed at a common property line.

Hydrants shall not be installed closer than five feet (5') from an existing utility pole or guy wire nor shall a guy wire or utility pole be placed less than five feet (5') from an existing hydrant.

Hydrants shall not be installed closer than five feet (5') from any proposed or existing trees, shrubs, signs, benches, structures, etc. that would prevent access to the Fire Department.

Hydrants shall not be located adjacent to a parking space that would prevent access to the Fire Department.

Hydrants are to be installed in accordance with AWWA C600, AWWA Manual M17 and the manufacturer's recommendations. Hydrants shall be located as shown on the approved plans or as directed by the fire code official.

See 2.22 Mobile Home Parks and 2.23 Planned Unit Developments for locations under special conditions.

C. Hydrant

Approved hydrant type is Centurion as produced by Mueller Co., with a 5 ¼ inch opening, three (3) port nozzles, two (2) inch hose nozzles, and four (4) inch threaded

pumper nozzle or alternatives as approved by the Public Works Department. Allowed alternatives with written approval from the Public Works Department are Clow Valve Company, Medallion Model NO. F-2545. All hydrants in a particular project shall be the same manufacture and model.

All city owned fire hydrants shall be painted per the standard detail.

D. Auxiliary Valve

Each fire hydrant shall have an auxiliary valve and valve box which will permit repair of the hydrant without shutting down the main supplying the hydrant. Such auxiliary valves shall be gate valves conforming to Section 2.14 B.1. of this Design Standard. Refer to City Standard Details for illustration.

E. Bollards

Bollards shall be provided in parking lots and drives when the hydrant is exposed to vehicular traffic. Bollards shall be located no closer than five feet (5') to the hydrant to provide adequate room to operate the hydrant.

F. Private Fire Hydrants

The City Engineer may approve private fire hydrants in consultation with the Fire Marshall and Public Works Water Department. The owner of the private fire hydrant shall furnish the City a signed operations and maintenance agreement acceptable to the City Attorney. The owner shall pay the County recording fees for this document upon signature by the responsible City official. The owner must install an approved backflow prevention assembly and have it tested at least once per year. All private fire hydrants shall be painted red following NFPA 291.

2.17 AIR RELEASE VALVES/BLOW OFFS

A. Air Release/Combination Air and Vacuum Release Valve

An air release valve or combination air and vacuum release valve shall be permanently installed at high points on all water mains twelve-inch (12") inside diameter and greater where air can accumulate. The combination air and vacuum release valve shall be used where directed by the City Engineer. In general, the combination air and vacuum release valves are used in hilly terrain rather than gentle, rolling terrain. The air release valve or combination air and vacuum release valves shall be installed in a manhole off the street where flooding of the manhole or chamber will not occur.

Mains less than twelve-inch (12") diameter may make use of a service line system for release of air during construction.

The air release shall be installed per the standard detail.

B. Blow-Offs

Mains that can conceivably be extended later shall have a blow-off assembly preceded by a two-inch (2") valve. The blow-off shall be located within the street unless approved by the City Engineer. Also see Section 2.14 (D), Valves, Phased Construction.

All low points shall be provided with adequate means for flushing, either by using a fire hydrant or blow-off hydrant.

Straddle Blocks are required at all blow-off locations.

C. Chamber Drainage

Chambers or manholes containing valves, blow-offs, meters, or other such appurtenances to a distribution system shall provide for drainage.

2.18 SERVICE LINES

The term "service lines" or "public service line" is meant to be used only for the water line extending from the distribution main to the meter, hydrant, backflow prevention assembly, or fire sprinkler system double check valve.

The City of Oregon City Public Works Department is responsible for serving and maintaining water pipes from the water main to the customer's side of the water meter. Maintaining the piping between the water meter and the property being served is the customer's responsibility.

A. Pipe Sizes

1. Service Lines - the sizes of pipes from the water main to the meter that may be used are:
 - a. 1 inch,
 - b. 2 inch,
 - c. 4 inch,
 - d. 6 inch,
 - e. 8 inch,
 - f. 10 inch, and
 - g. 12 inch.

Service lines will be reviewed for effects on the distribution system and shall not be greater in size than the distribution main.

An existing service line may be reused if it is in good condition as determined or approved by the Public Works Department.

2. Water Service Connections – the sizes of meters may be:

- a. 5/8" x 3/4",
- b. 3/4",
- c. 1",
- d. 1-1/2",
- e. 2",
- f. 3",
- g. 4",
- h. 6",
- i. 8", and
- j. 10".

The minimum size water service is based on fixture counts as outlined in the current edition of the Oregon Plumbing Specialty Code as determined by the Building Official. The size of meters is determined by the applicant, most often the architect.

B. Location

1. Domestic

Service taps shall be a minimum of 18-inches from water main joints and fittings and minimum 18 inches from another tap. Multiple direct taps shall be staggered if installed closer than 2 feet apart.

The service lines shall be extended from the main to a point where the meter, and meter box will be located. In general, service connections shall terminate in front of the property to be served.

Service lines and meters shall always be located within the grass parkway for new development and all redevelopment. Alternate locations as described below are allowed for maintenance and replacement or only where grass parkways are not available.

For new development, service lines shall be placed in an area where no tree, driveway, private sidewalk, hydrant, inlet, roof drain, or manhole are proposed. The service line and accompanying meter shall be located within the grass parkway. If no grass parkway exists due to curb tight sidewalk, the meter may be placed behind the back of sidewalk and within a public right-of-way or a public utility easement.

When no right-of-way or public utility easement beyond the sidewalk is or can be made available, the meter may be placed in the sidewalk. The meter must be flush to the sidewalk with no edge or lip which could cause tripping or a hazard.

In the event, the service line cannot be located without impacting other pre-existing infrastructure, the service line may be located within the driveway or private sidewalk.

If the entire frontage has no room for a water service due to trees, hydrants, etc., the meter may be placed within the sidewalk portion of the driveway. If no sidewalk is proposed or exists, the meter may be placed in the driveway itself within the right-of-way or a public utility easement. At no time may a meter be located in the 'wing' of the driveway. Any meter boxes placed in driveways or sidewalk within driveways shall be traffic rated.

A service line may never cross an adjacent property owner's property line. The line shall only cross the property line of the property who is using it.

2. Relation to Sewer Lines and Other Utilities and Appurtenances

Service lines shall be installed at a minimum clear distance of five feet (5') horizontally from any sanitary sewer and one and a half feet (1.5') or more above the top of the nearest sewer line. Otherwise, the water line shall be installed at minimum clear distance of ten feet (10') horizontally from any sanitary sewer.

The minimum offset from storm drains, gas lines, and other underground utilities, except sanitary sewers, shall be three feet (3') horizontally and one foot (1') vertically. A City approved design exception shall be obtained if these clearances cannot be met.

The minimum horizontal offset of a service line to a street tree or fire hydrant shall be five feet (5')

3. Private Fire Service

The service line shall normally extend from the main to the property line with a valve located at the property line.

A backflow prevention device shall be placed at the property line unless an agreement signed by the City Engineer permits otherwise. Plans for such service shall include a vicinity map, adjoining street name, width, curb and property line, location of existing water line referenced to property line, and the distance to property pins where the service crosses the property line.

SPECIAL NOTE:

A pump shall not be used on a service line to provide adequate pressure to a subdivision lot or property located above the pressure level of the supply main.

C. Materials

Pipe materials shall be described on the plans and conform to requirements of this section.

1. Service Water Pipe and Fittings

All one-inch service pipelines with a 5/8"x3/4" or 3/4" or 1" meter shall be seamless Type 'K' soft copper water tubing conforming to AWWA C 800 Type K and ASTM B88.

The piping for 2-inch service lines shall be 2" rigid copper tubing type L with 1-1/2" or 2" meters.

All meters shall be as shown in the Standard Drawings. Refer to Section 2.21 for type of meter boxes and standard drawing.

All fittings, brass, and cast iron type fittings will be used with the aid of Teflon tape or Teflon paste.

If an active cathodic protection system is encountered, Schedule 40 PVC Shall be installed as shown in the Standard Drawings.

All A.C., cast iron, plastic, and steel pipe shall be saddle tapped. All saddles will be iron pipe thread made of D.I. bodied with two (2) stainless steel straps, nuts, and washers.

Meter installations one and a half-inch (1.5") and larger shall have a fabricated bypass of adequate size and lockout capability. The City's standard drawings shall be used, and the design drawing shall be submitted showing the vault and fitting requirements, with the expected flow requirements and proposed water usage.

Corporation taps can be made on the following ductile iron pipe sizes. All other sizes shall be saddle tapped. (Y=yes, N=no)

D.I.	Class	1"	1 1/2"	2"
4"	52	Y	N	N
6"	52	Y	N	N
8"	52	Y	N	N
10"	52	Y	N	N
12"	52	Y	Y	Y
14"	52	Y	Y	Y
16"	52	Y	Y	Y
20"	52	Y	Y	Y

*All cast iron pipes shall be saddle tapped.

2. Valves and Special Valves

Resilient-seated gate valves with square operating nut and a minimum rated working pressure of 200 psi shall be used for 2-inch service. All valves shall be hydro tested to 300 psi or air tested to 100 psi under water by manufacturer.

Galvanized pipe is not an approved material for underground service.

3. Service Taps

All service wet taps must be installed by an approved tapping contractor and under the direction of a Public Works Department representative. Contact the Public Works Department for a list of approved contractors.

Service taps on 4-inch and smaller water main pipe shall be tapped through a tapping saddle. Service taps on 6-inch and larger ductile water main pipe can be directly tapped for 1-inch copper tubing and tapped with a tapping saddle or sleeve for 1½-inch and larger meter water services.

Special sleeved taps shall be used when tapping existing cast iron water main.

D. Existing Service

It is required to maintain continuous water service to existing water users at all times. The Contractor shall schedule construction work accordingly. When it becomes necessary to shut down service to make required inter-ties or repairs, the Contractor shall notify and get shut-off date approval from the Public Works Department so affected customers can be timely notified in advance.

If a fire system is affected, the Contractor is required to contact the approved Fire Code Official for alternate fire protection requirements.

Water main and service shut-offs are to be coordinated through a Public Works Department representative. Customers are required to be notified a minimum of 48-hours prior for residential properties and 72-hours for commercial or industrial properties. Weekends and holidays are not to be counted as part of notification time.

2.19 BEDDING AND BACKFILL

All backfilling under streets, parking lots, driveways, and sidewalks will be ¾-inch - minus crushed aggregate material.

Backfill for all other areas may consist of native materials providing that no rocks larger than three-inch (3") maximum dimension or clods of soil larger than six-inch (6") maximum dimension are included. No sharp objects or any other material is acceptable.

Provide imported base material under all pipe where, in the opinion of the Engineer, material satisfactory for fine upgrading and bedding the pipe is not available at the trench. Imported base material will be used principally where ground water or rock conditions make it impractical to use a lesser quality base.

All trench excavation shall be in conformance with Oregon City Standard Drawing for Pipe Bedding and Backfill and shall be classified as either rock or common excavation.

Disposal of all excavated materials shall be at an approved permitted dumpsite meeting all State and local requirements.

Pipe bedding and trench backfill may be Class A on all water lines outside public streets or outside paved areas. Trench backfill shall be Class B in all public streets or paved areas in the project as outlined in Oregon City Standard Drawing for Pipe Bedding and Backfill. The Class B backfill shall extend a minimum of three feet (3') beyond the edge of street or hard surfaced areas. CDF backfill may be required instead of Class B as applicable per Oregon City Pavement Cut Standard or as shown on plans or as directed in the field.

CDF backfill is required on all existing Arterial and Collector Streets per ODOT Standards, Section 00442 for all trench transverse or perpendicular crossings of vehicle travel lanes as well as City standard detail.

Trench backfill compaction shall be 95% of AASHTO T-180 Modified Proctor from top of pipe zone up to road base. Contract shall determine type of equipment and method to use to achieve required compaction. 95% compaction, AASHTO T-180, is required in public streets and paved areas. 85% compaction, AASHTO T-99, is required in non-paved or unimproved areas (except when future pavement or hard surface is anticipated).

Open trenches shall be strictly limited to a maximum of 100 feet within active street rights of way unless limited to a lesser amount by permit. No trenches will be allowed to remain open overnight. Use of steel plates overnight shall be kept to a minimum and can only be used in the following ways:

- A. For Local Streets, cold or hot asphalt mix may be used with pins to firmly secure plates.
- B. For Collector and Arterial Streets, plates must be level with the pavement with no ramping of asphalt and must be firmly secured.

Utility trenches 12 feet in depth and under, a minimum of one compaction and density test at approximately one half of the trench depth is required along with one test at or near the surface. For trenches over 12 feet in depth, tests shall be at approximately 4 feet above the pipe, at the surface, and one additional test halfway between the surface and the first test. Compaction density tests shall be performed at a minimum of every 100 feet.

2.20 CONNECTIONS AND TESTING

Connection to the City's existing distribution system shall be made after passing hydrostatic and bacteriological testing and acceptance by the City of Oregon City Public Works Department. Hydrostatic testing shall be monitored by City staff. Bacteriological test shall be taken by City staff who are certified Distribution Operators by Oregon Department of Human Services, Drinking Water Program. Connection of new pipelines to the existing system shall be observed by City staff and shall occur within 2 weeks of a passing Bacteriological Test and Pressure Test per the direction of City staff.

Facilities shall be provided for the proper dewatering and disposal of all water removed from water mains and excavations to avoid damage to adjacent property.

Special care shall be taken to prevent contamination while dewatering, cutting into, and making connections with existing water pipe. Trench water, mud, or other contaminating substances shall not be permitted to enter the water pipes. The interior of all pipe, fittings, and valves installed in water connections shall be thoroughly cleaned and then swabbed, sprayed, or dipped in a 1% hypochlorite solution prior to assembly.

A. Hydrostatic Tests

The test shall conform with AWWA C600, with the exception that the test duration shall be 60 minutes with zero loss in pressure allowed. The test pressure shall be 150 psi at the highest point of elevation in any section or one and a half times the working pressure, as determined by the City. The duration and pressure shall be monitored by City staff.

B. Disinfection

Pipelines shall be flushed and disinfected before placing into service. Disinfection shall conform with the latest version of AWWA C651. Super-chlorinate the new pipeline for a minimum of 24 hours, but no more than 36 hours. After 24 hours, the chlorine concentration must be a minimum of 10 ppm, at which time the pipeline is flushed until residual chlorine level is met (nominal 1 ppm). Pipeline shall remain in static condition with distribution water (nominal 1 ppm chlorine residual) a minimum of 16 hours, then the City's Public Works Department shall take two (2) bacteriological samples 15 minutes apart while leaving the water running at the sample locations. Highly chlorinated water used for disinfection shall not be discharged into the City's municipal separate storm sewer system or surface waters. Compliance with all applicable federal, state, and local regulations concerning discharge of chlorinated water shall be followed. Granulated chlorine is not allowed without approval from the Public Works Department.

No chlorine shall be introduced to a new water main until the hydrostatic pressure test has been passed and accepted by City staff.

C. Wet Tapping

Connection to existing water pipe may be made by means of a wet tap. The cutting in of tees will not be permitted unless approved and signed off by the Public Works Department.

All wet taps shall be installed by a contractor approved by the Public Works Department and installed under the direction of a Public Works Department representative. Contact the Public Works Department for a list of approved tapping contractors.

D. Connection to Existing Valves

Water improvements that include connection to the City water system by means of an older existing valve may require the replacement of said valve if the valve's condition is determined by the Public Works Department to be questionable in performing the necessary pressure testing and disinfection.

E. Means and Methods

Means and methods for connections and testing are not dictated by the City of Oregon City. AWWA Standards, ODOT/APWA Standards, and general industry standards shall be followed when installing water infrastructure and its connections. All contractors installing water infrastructure must be licensed by the State of Oregon to do the proposed work and have a valid license to operate a business in Oregon City. If the proposed work is not completed per the City Standard Drawings, the Water Distribution Standards, or to the industry standard as determined by the Oregon City Public Works Department, the City has the right to complete the work themselves or with a third party and bill the owner for the completed work on their behalf. A maximum of two attempts to complete the work will be allowed.

2.21 METERS

City Water Department personnel will furnish and install all water meters scheduled for services inside the City of Oregon City at the request and expense of the customer.

Meter size shall be equal to the service piping size, unless supporting calculations are supplied and approved. Single family houses and duplexes assume the use of a 5/8"x3/4" meter unless supporting calculations are supplied and approved. Meter size is determined by the applicant for all uses. For four-inch (4") and greater service, the City's standard drawings and the design drawing shall be submitted showing the vault and fitting requirements, with the expected flow requirements and proposed water usage.

All water meters 2 inches and smaller shall be installed by the Public Works Department; and 3 inches and larger water meters shall be furnished (at the Contractor's cost) to the Contractor by the Public Works Department and shall be the responsibility of the Contractor to install the larger water meters.

A. Meter Boxes

Unless otherwise approved, all meter boxes must be as specified per City Standard drawings.

B. Location

When a curb and sidewalk are provided by a development or in the existing condition, the meter shall be located in the planter strip between the curb and the sidewalk.

When the planter strip does not exist, the location shall be determined in the field by Public Works personnel.

The meter shall not be located in the same vault with a backflow prevention device.

Meters shall be located at the termination of the City service line in the public right-of-way.

1. 5/8"x3/4" through two-inch meters

Installed in the right-of-way, as described in Section 2.18 B.1.

2. Three-inch and larger meters

Near the curb and in the public right-of-way to allow for easy meter reading and maintenance without entering private property. If due to constraints the meter is located on private property, then City approval and a water line easement are required. The meter and vault shall also be accessible with a crane truck to be within ten feet (10') of the installation. There shall be no obstructions within a ten-foot (10') vertical clearance from the top of the meter.

The meter, vault, and piping are to be protected from freezing, vandals, and vehicles. The area around the vault shall be sloped in such a manner to prevent storm water from ponding over the vault.

A minimum three-foot (3') clear space or more shall be provided around the vault to provide ample working space for maintenance.

C. Hydrant Meters

Water may be available for the contractor's use from approved fire hydrants upon deposit of a cash bond from the Public Works Department. Site-specific fire hydrants for Bulk Water usage may be allowed on a case-by-case basis, at the sole discretion of the Public Works Department. The contractor or developer shall request and obtain the hydrant meter and backflow assembly to use water from a specific fire hydrant at the Public Works Operations Center. All bulk water usage shall be metered and include an approved backflow assembly when required. All water usage shall be paid

by the contractor or developer prior to returning the hydrant meter and receiving the cash bond back.

2.22 MOBILE HOME PARKS

General design considerations shall conform to requirements set forth by the State Department of Human Resources, Health Division, by the Oregon State Plumbing Specialty Code (Chapter 10 and Appendixes A and E), and these design standards.

Previously-introduced requirements for public water distribution mains or service lines shall apply in the design for mobile home parks subject to approval by the State Health Division.

A. Fire Protection

Previously introduced requirements for fire hydrants shall apply for fire protection within mobile home parks subject to the following special requirements:

1. Each mobile home must be within a 200-foot radius of a fire hydrant.
2. Maximum area coverage per fire hydrant shall not exceed 160,000 square feet.
3. Minimum fire flow from each hydrant shall be 1,000 gallons per minute at 20-psi residual pressure (see Section 2.00) and maximum velocity of ten feet (10') per second in the main or as required by Oregon Fire Code and Fire District whichever is the higher flow requirement.
4. The minimum main size supplying fire hydrants shall be eight inches (8") per City standard.
5. In mobile home developments requiring more than one fire hydrant, there shall be two (2) or more connections to the main distribution system for the mains supplying the fire hydrants.

2.23 PLANNED UNIT DEVELOPMENT (PUD)

General design consideration shall conform to requirements set forth in the Oregon Plumbing Specialty Code and these design standards.

Previously-introduced requirements in the City's Design Standard for capacity, materials, grids, valves, fire protection, service lines, and meters shall also be applicable to design within PUD areas.

2.24 ABANDONING FACILITIES

The Contactor shall fill abandoned pipes 6-inches and larger with a controlled density fill (CDF), seal the open ends of all pipes, fittings, etc. that are to be abandoned with an end cap, coupling, or a concrete plug with a thickness equal to the diameter of the pipe. The Public Works Department requires that all abandoned piping be severed as close to active piping as practical.

All service lines are required to be severed at the main and for the corporation stops to be capped if not required to be removed. A 4" diameter by 4" long piece of PVC pipe is to be installed over all capped corporation stops that remain as part of abandonment. All other parts of the service lines and other appurtenances are to be cut off and removed at 24 inches minimum below finish grade.

Structures (vaults, meter boxes, etc.) shall be removed completely to eliminate conflict with any future utility improvements. Abandonment of structures shall be completed only after piped systems have been properly abandoned.

Abandoned valve boxes in pavement areas shall be cut off 24 inches below grade, removed, gravel filled, and plugged with compacted asphalt. Valve boxes outside of pavement areas shall be cut off 24 inches below grade, removed, and filled with native backfill.

The Public Works Department has first claim to any removed or abandoned water materials (valves, hydrants, fittings, etc.). The contractor shall dispose of all unwanted materials in an approved manner.

2.25 AS-BUILT DRAWINGS/DIGITAL MAPPING REQUIREMENTS

A. As-built Drawings

For the purposes of this section, as-built drawings will also mean drawings of record, record drawings, or terms indicative of an attempt to record the as-constructed state of the improvement.

Following completion of construction, the Consulting Engineer shall submit as-built drawings in the form requested by the City Engineer. As-built drawings shall be the same size and format as the construction plans. As-built drawings shall describe all revisions to the previously-approved construction plans. The Consulting Engineer shall also certify that the public improvements have been completed in accordance with the City of Oregon City Public Works Standards and Specifications to the best of his/her knowledge. (This is completed with a Certificate of Completion.) The words "As-Built Drawing" or "Record Drawing" shall appear as the last entry in the revision block along with the month, day, and year the as-built drawing was prepared.

Submission of as-built drawings shall be made within 90 days of acceptance by the

City. The cost to produce these as-built drawings shall be included in the Consulting Engineer's cost estimate for establishing the surety amount for the performance surety. Failure to submit these as-built drawings shall be grounds for withholding final release of the surety amount.

The Consulting Engineer shall provide design calculations and complete test results to the City Engineer.

All as-builts shall follow the most recent version of the City of Oregon City's "As-Built Drawing and Post Construction Survey Requirements."

The following minimum information shall be noted on water main as-built drawings:

1. Generally, the location of cleanouts, vaults, fire hydrants, blowoff assemblies, water meters, and water valves shall be shown.
2. Station and/or property line/corner to valves (not a standard location), all fittings, blow-offs, and dead-ended lines.
3. All changes from standard 36-inch depth cover. Limits shall be shown on plan with annotated reason for change. Actual pipe elevation (top of pipe) will be taken at every fitting.
4. Show alignment changes, grade changes, and changes in construction materials. If changed alignment results in station changes, a station equation shall be shown as appropriate at a value.
5. Identify types of fittings (i.e., MJ x MJ, FLG x MJ, etc.). Provide an inventory list on construction drawings for appurtenances including fire hydrants, thrust blocks, valves, blow-offs, service installations, tees, bends, tapping sleeves, air releases, and so forth.
6. Any other change altering the approved plans.
7. Actual location and depth from finish grade of street of any other utilities encountered during construction.

Provide photographs of all installed valves and fittings in place before backfill. Photographs should be provided with daily inspection reports during the course of construction.

**PUBLIC WORKS
WATER DISTRIBUTION SYSTEM
DESIGN STANDARDS**

**RESOLUTION NO. 26-05
ADOPTED: April 15, 2026**

**PREPARED BY
Public Works Department
13895 Fir Street
Oregon City, Oregon 97045-0304**

WATER DISTRIBUTION SYSTEM DESIGN STANDARDS

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SECTION I - GENERAL

1.00 PURPOSE

The purpose of these Water Distribution System Design Standards is to provide a consistent policy under which certain physical aspects of the public water distribution design will be implemented. Most of the elements contained in this document are Public Works oriented and most are related to public improvements and City contract projects; however, it is intended that they apply to both public and private work designated herein.

These Standards cannot provide for all situations. They are intended to assist but not to substitute for competent work by design professionals. It is expected that land surveyors, engineers, and architects will bring to each project the best skills from their prospective disciplines.

The Standards are also not intended to unreasonably limit any innovative or creative effort that could result in better quality, cost savings, or both. Any proposed departure from the Standards will be judged on the likelihood that such variance will produce a compensating or comparable result, in every way adequate for the user and the City resident.

1.01 GOALS

Following from the above purpose, the Standards have the objective of developing a water distribution system, which will:

- A. Be consistent with the Oregon City Comprehensive Plan, Oregon City Municipal Code, the Oregon City Water Distribution System Master Plan, the Oregon State Health Division Administrative Rules (Chapter 333), the State Plumbing Code, Clackamas Fire District #1 Oregon Fire Code Applications Guide, Oregon Fire Code – Appendix B, the most recent edition of the AWWA Standard Specifications, the most recent revision to the ODOT/APWA Standard Specifications for Construction, and City Code Chapter 13.04;
- B. Provide sufficient capacity to maintain minimum pressure during periods of maximum use and to provide sufficient volumes of water at adequate pressures to

provide the expected average daily consumption plus fire flows at a minimum energy loss;

- C. Have sufficient structural strength to resist all expected loads, both internal and external, which may be imposed; and able to preserve the potability of the water supply;
- D. Be economical and safe to build and maintain.
- E. Be of materials resistant to both corrosion and erosion, and have a minimum design life of 75 years or the maximum industry standard, whichever is greater;

Alternative materials and methods will be considered for approval based on these objectives.

Whenever any conflict exists between the references in 1.01.A. and these standards, the references in 1.01.A. take **precedence**.

1.02 REVISIONS TO THESE STANDARDS

It is anticipated that revisions to these Standards will be made from time to time. The date appearing on the title page is the date of the latest revision. Users should apply the latest published issue to the work contemplated. The Standard Drawings referenced in Section III may be revised from time to time as deemed necessary without revision to this overall document.

1.03 SHORTENED DESIGNATION

These City of Oregon City Water Distribution System Design Standards shall be cited routinely in the text as the "Standards"

1.04 APPLICABILITY

These Standards shall govern all construction and upgrading of the facilities for public water distribution system in the City of Oregon City and/or applicable work within its service areas.

Some areas of Oregon City may be served by Clackamas River Water (CRW) when the City of Oregon City and CRW have executed an interagency agreement that provides the terms and provisions for CRW to provide water service to specific designated areas or properties **within** the City limits.

Properties located at elevation 450 or above with the City's Upper Zone of the Water Distribution System require service by CRW.

Whenever possible, the public water distribution pipelines shall be located within the public rights of way. Where pipelines are required to pass through private property, public water easements shall be obtained from the property owner.

The public distribution system shall include, but is not limited to, the distribution mains, fire hydrant assemblies, isolation valves, and the service lines including the water meter boxes in the public right-of-way or easement. The public distribution system is owned and maintained by the City of Oregon City unless otherwise noted.

The privately owned and maintained piping from the customer's property line, or the meter where provided, to the point of water use (the **customer** supply line) is subject to the requirements of the Oregon Plumbing Specialty Code.

Fire suppression water lines are considered privately owned and maintained beyond the public isolation valve in the public right of way or public easement.

Permanent public water distribution systems shall be provided to all property within the City of Oregon City in accordance with these standards, including legal lots of record created by partitioning or subdivision of land as per City of Oregon City Municipal Code.

Where applicable, developing property shall provide public water distribution extension along their frontage or through their site for extension to undeveloped property.

The design of the following are considered special facilities and are not covered in detail in these Standards:

- A. Water Distribution Pump Stations
- B. Reservoirs
- C. Relining of Existing Water Mains
- D. Treatment Plants
- E. Pressure Regulating Devices
- F. Flow Measurement Devices

Review and approval of the above special facilities by the City Engineer shall be required. The City Engineer may designate a qualified State of Oregon licensed Civil Engineer to perform the review. When requested by the City, full design calculations shall be submitted for review prior to approval.

1.05 REFERENCES

The Standards are intended to be consistent with the most currently adopted provision of:

- A. Oregon City Municipal Code
- B. Oregon City Comprehensive Plan
- C. Oregon City Water Distribution System Master Plan
- D. Oregon Plumbing Specialty Code
- E. Oregon Statewide Planning Goals and Guidelines
- F. Oregon Administrative Rules, Chapter 333
- G. Referenced National Trade Standards such as AWWA, ASTM, ANSI
- H. Appendix B of the Oregon Fire Code
- I. Clackamas Fire District #1 Oregon Fire Code Applications Guide
- J. Local Trade Standards such as ODOT/APWA

1.06 STANDARD SPECIFICATIONS

The workmanship and materials shall be in accordance with the current edition of the “Standard Specifications for Public Works Construction” except where the Standards provide other design detail. These standards are prepared by the Oregon Chapter of APWA, as modified by the City of Oregon City.

1.07 DEFINITIONS AND TERMS

Approved Air Gap - A physical vertical separation (**two times the diameter of the pipe with a minimum of one-inch**) between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressurized receiving vessel.

Approved Backflow Prevention Assembly- An **assembly** that has been investigated and approved by the regulatory agency having jurisdiction.

As-Built Plans/Record Drawing - Plans signed, stamped, and dated by the Consulting Engineer or approved Professional indicating that the plans have been reviewed and revised, if necessary, to accurately show all known construction details of a particular public works project.

Backflow - Backflow is the flow of water or other liquids, mixtures, or substances into the distribution pipes of a potable water supply from any sources other than its intended source, and is caused by backsiphonage or backpressure.

Backflow Preventer - A backflow preventer is a device or means to prevent backflow into the potable water system.

Backpressure - An elevation of pressure downstream of the distribution system that would cause, or tend to cause, water to flow opposite of its intended direction.

Backsiphonage – A drop in distribution system pressure below atmospheric pressure (partial vacuum), that would cause, or tend to cause, water to flow opposite of its intended direction.

Building Official - The Building Official of the City of Oregon City or his/her authorized representative.

City - The City of Oregon City, Oregon.

City Engineer - The City Engineer of the City of Oregon City or his/her authorized representative.

Consulting Engineer - The engineer of record, licensed by the State of Oregon as a Civil Engineer, under whose direction construction plans, profiles, and details for the work are prepared and submitted to the City for review and approval.

Cross Connection – means any actual or potential unprotected connection or structural arrangement between the public or user’s potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substances other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel, or change-over devices, and other temporary or permanent devices through which, or because of which, backflow can occur are considered cross connections.

Customer Line - Pipe carrying potable water from the water meter or other source of water supply to a building or other point of use or distribution to a property.

Cut Sheets - Sheets of tabulated data, indicating stations, structures, fittings, angle points, beginning of curve, points on curve, end of curves, staking offset, various elevations, and offset cuts.

Definition of Words - Wherever, in these Standards, the words directed, required, permitted, ordered, designated, or words of like importance are used, they shall be understood to mean the direction, requirement, permission, order, or designation of the City Engineer. Similarly, the words approved, acceptable, and satisfactory shall mean by, acceptable to, or satisfactory to the City Engineer.

Distribution System - Distribution main pipelines, pumping stations, pressure reducing stations, valves, and ancillary equipment used to transmit water from the supply source to the service line.

Double Check Valve Assembly - An assembly composed of two, independently acting, approved check valves, including tightly closing resilient seated shut-off valves attached at each end of the assembly and fitted with properly located resilient sealed test cocks.

Double Check - Detector Assembly - A specially designed assembly composed of a line size approved double check valve assembly assembled with a bypass containing a specific water meter and an approved double check valve assembly. The meter shall register accurately for only very low rates of flow up to three gallons per minute and shall show a registration for all rates of flow.

Dwelling Unit - A habitable living unit that provides basic living requirements including permanent cooking, and toilet facilities.

Easement - Easements are areas along the line of all public water mains and appurtenances that are outside of dedicated public rights-of-way and shall be prepared on approved forms granting rights along the public water line and appurtenances to the City.

Fire Flow - The flow rate of a water supply, measured at twenty (20) pounds per square inch (psi) residual pressure that is available for firefighting at fire hydrants.

Fire Hydrant Assembly - The fire hydrant head, bury, piping and attached auxiliary valve.

Fire Protection Service - A connection not metered to the public water main that is intended only to provide service to fire suppression systems that extinguish fires and the flushing necessary for the fire system's proper maintenance. The fire protection service shall not have any cross connections to any onsite domestic water and/or irrigation water systems that are metered from the public water system.

Fixture Unit Equivalents - The unit equivalent of plumbing fixtures as tabulated in the Oregon Plumbing Specialty Code.

Hydrant Lead - The line connecting the fire hydrant and bury to the auxiliary valve at the City public water main.

Irrigation Service - A separate metered connection from the domestic water metered connection intended for seasonal use and delivering irrigation water that is not discharged to the sanitary sewer system.

Multiple Family Dwelling - A building or portion designed thereof for occupancy by two or more families, living independently of each other.

Manufacturer's Name - Any manufacturer's name, specification, catalog number, or type used herein as specified by make and order to establish the standard requirements of the City. Other equivalent makes will be considered for approval, providing they are comparable with this established standard.

Owner - Any individual, partnership, firm, or corporation by whom the consulting engineer has been retained or who, as a property owner, is making arrangements with the City.

Person - Individual firm, corporation, association, agency, or other entity.

Plans - Construction plans, including system site plans, water system plans, profiles, cross sections, detail drawings, etc., or reproductions thereof, approved or to be approved by the City Engineer. These plans shall show the location, character, dimensions, and details for the work to be done, in which constitutes a supplement to these standards.

Potable Water - Potable water is water that is satisfactory for drinking, culinary, and domestic purposes and meets the requirements of the health authority having jurisdiction.

Premise - Any lot, parcel, or tract of land owned by a single entity.

Private or Private Use - In the classification of plumbing fixtures, "private" or "private use" applies to plumbing fixtures in residences and apartments, to private bathrooms in hotels and hospitals, to restrooms in commercial establishments containing restricted use, single fixtures, and to similar installations where the fixtures are intended for the use of a family or an individual.

Public or Public Use - In the classification of plumbing fixtures, "public" or "public use" applies to plumbing fixtures in commercial or industrial establishments, restaurants, bars, public buildings, comfort stations, schools, gymnasiums, and railroad stations. This use applies to fixtures placed where the public is invited or which are frequented by the public without special permission or special invitation. This use also applies to fixtures in other installations (whether pay or free) where fixtures are installed so that their use is similarly unrestricted.

Public Right-of-way - All land or interest therein which by deed, conveyance, agreement, easement, dedication, usage, or process of law is reserved for or dedicated to the use of the general public. Within this right-of-way, the City shall have the right to install or maintain waterlines and other public utilities.

Public Water Main - The water main (street main) is a water supply pipe for public or community use.

Residential User - The owner, lessee, or occupant of a single dwelling unit in one structure.

Roadway - The public right-of-way dedicated, granted, used, or to be used for transportation purposes by the general public.

Public Service Line - The line or pipe connecting the City water main to the water meter.

Single Family Dwelling - Any residential building designed to house one family.

Standard Drawings - The drawings of structures or devices commonly used for City public works infrastructure and referred to on the design plans. These standard drawings are included in Section III.

Streets or Roads - Any public highway, road, street, avenue, alley, way, easement, or public right-of-way used or to be used for a motor vehicle, bicycle, or other legal mode of transportation for the general public.

Traveled Way - That portion of the roadway for the movement of motor vehicles, bicycles, or other legal modes of transportation, exclusive of the shoulder and auxiliary lanes.

Uniform Plumbing Code - The Uniform Plumbing Code adopted by the International Association of Plumbing and Mechanical Officials, current edition as revised by the State of Oregon, called the "Oregon Plumbing Specialty Code."

Water Supply System - **The** water distribution pipes, and the necessary connecting pipes, fittings, control valves, and all appurtenances carrying or supplying potable water.

1.08 ENGINEERING POLICY

The engineering policy of the City of Oregon City requires strict compliance with Oregon Revised Statute 672 for professional engineers.

All engineering plans, reports, or documents shall be prepared by a registered professional Civil Engineer licensed in the State of Oregon. These documents may also be prepared by a subordinate employee under his/her direction, and shall be signed by him/her and stamped with his/her seal to indicate his/her responsibility for them. It shall be the consulting engineer's responsibility to review any proposed system, extension, and/or existing system change with the City, before engineering or proposed design work, to determine any special requirements or whether the proposal is permissible. A City approval granted on the plans or other documents, for any job, does not in any way relieve the consulting engineer of his/her responsibility to meet all requirements of the City. A City approval also does not relieve the consulting engineer of his/her obligation to protect the life, health, and property of the public. The plan for any job shall be revised or supplemented at any time if it is determined that the full requirements of the City have not been met.

The City will warn a consulting engineer in writing of their conduct for submitting false or inaccurate information of a material nature. The City will also advise the Oregon State Board of Engineering Examiners.

1.09 APPROVAL OF ALTERNATIVE MATERIALS OR METHODS

Any alternate material or method not explicitly approved herein will be considered for approval based on the objectives set forth in Section 1.00 PURPOSE. Persons seeking such approvals shall make the request in writing. Approval of any major deviation from these Standards will be in written form. Approval of minor matters will be made in writing if requested.

Any alternate must meet or exceed the minimum requirements set in these standards.

The written request is to include, but is not limited to, the manufacturer's specifications and testing results, design drawings, calculations, and other pertinent information.

Any deviations or special problems shall be reviewed on a case-by-case basis and approved by the City Engineer. When requested by the City, full design calculations shall be submitted for review with the request for approval.

1.10 ISSUANCE OF BUILDING PERMIT

Water improvements as well as all other public infrastructure improvements are required to be completed and be accepted by the City before any building permits for connection to new single family residential dwellings can be issued.

Building permits may be issued for commercial, industrial, and multi-family projects once city engineering approval has been provided for the plans.

Occupancy may not be granted to a building until all improvements are complete to the satisfaction of the City Engineer and Building Official; however, temporary occupancy may be provided if certain conditions are met as determined by the Building Official.

1.11 TRANSFER OF ENGINEERING RESPONSIBILITY

Project water plans shall always have an engineer of record performing the function of consulting engineer. If the consulting engineer is changed during the course of the work, the City shall be notified in writing and the work shall be stopped until the replacement engineer has agreed to accept the responsibilities of the consulting engineer. The new consulting engineer shall provide written notice of accepting project responsibility to the City within seventy-two hours of accepting the position as consulting engineer.

SECTION II - DESIGN

2.00 GENERAL DESIGN CONSIDERATIONS

Within the limits of economic feasibility, the designed water system shall have sufficient capacity to keep variations in pressure to a minimum and provide minimum pressure of 35 pounds per square inch (psi) at the highest using fixture during periods of maximum use. The water system shall also provide sufficient volumes of water at adequate pressures to satisfy the expected daily consumption plus fire flows. Typically, the working service pressure range under average daily demand operating conditions is 40 to 100 psi. Where mainline distribution pressures exceed 80 psi, customer services shall be equipped with individual pressure reducing valves (PRVs) to protect water heaters per the Oregon Plumbing Specialty Code. The minimum pressure shall be 35 psi in the building at the highest distribution point (such as a showerhead).

PRVs are required within the Upper Zone of the Water Distribution System at elevation 415 or lower or where pressures will exceed 80 psi..

In general, water distribution systems should be designed to provide for maximum development of the service area with recognition of possible urban renewal, industrial expansion, and so forth.

As a condition of water service, all developments will be required to provide public water mains of sufficient size for fire protection to adjacent parcels. This shall include the extension of water mains in easements across the property to adjoining properties and across the street frontage of the property to adjoining properties when the main is located in the street right-of-way.

The acceptable velocities in mains under Maximum Daily Demand (MDD) conditions shall be less than four (4) feet per second (fps) and during fire flow conditions less than ten (10) fps. However, velocity criteria are secondary to pressure and fire flow requirements. A 20-psi residual pressure under fire flow conditions shall be maintained in the distribution system as required by Oregon Health Authority, Drinking Water Program, OAR Chapter 333 Division 61 regulations.

All materials shall be new and undamaged. No rebuilt, reconditioned, or used material shall be allowed unless approved by the City Engineer. The same manufacturer of each item shall be used throughout the project.

All work and materials shall conform to the most recent edition of the ODOT/APWA Oregon Standard Specifications for public works construction as adopted and modified by the City of Oregon City.

2.01 WATER SYSTEM CAPACITY

The Water Distribution System Master Plan has been in place for the City for several years as far back as the mid-1990s. A plan was readopted in 2004 and updated in 2012 and in 2019. The plan is subject to periodic updates. A hydraulic analysis computer model was developed as part of the Water Master Plan effort to evaluate the performance of the existing distribution system and to aid in the development of future improvements. Hydraulic modeling performed provides the basis for development of capital improvement plans, financing plans, and technical memorandums aiding the City in understanding the deficiencies with the existing system, potential deficiencies caused by development, and solutions to correct or prevent those deficiencies.

On a case-by-case situation, the City may require a water model to analyze the operation of the existing distribution system given the required fire flow for a proposed development at the expense of the applicant. The fire flow requirement for a development shall be determined by the Clackamas Fire District #1 (Fire District) in compliance with the latest version of the Oregon Fire Code.

The following design criteria shall be used to determine system adequacy and recommend improvement to provide required fire flow:

Minimum Residual Pressure - 20 psi

Maximum Demand Fire Flow Velocity in Main - <10 fps

The minimum fire flow required:

Residential - 1,500 gpm (for 2 hours)

Office/Commercial - 3,500 gpm (for 3 hours)

Mixed Use/Schools - 3,500 gpm (for 3 hours)

Industrial - 5,000 gpm (for 4 hours)

Actual required fire flow:

Case-by-case determined by the Fire District.

For reference to the fire flow requirements for buildings, see the latest version of the Oregon Fire Code based on the International Fire Code, Appendix B and the latest version of the Clackamas Fire District #1 Oregon Fire Code Applications Guide.

2.02 MAIN CLASSIFICATION

A. Supply mains (Transmission Mains)

Mains that are used for transporting water from the source of supply and catchment reservoirs to the centralized point of distribution and distribution reservoirs.

B. Feeder Mains

Mains that transport water from centralized points of distribution and distribution reservoirs, to the various points of interconnection with the grid system of mains and centralized points of consumption.

1. Primary - Those feeder mains not supplying individual consumers, but their sole purpose being to transport water from centralized points of distribution to various points of interconnection with the grid system and centralized points of consumption.
2. Secondary - Those feeder mains which serve the same purpose as any other feeder mains except that individual consumers are served by this group because no other main is available or that the required supply to the consumer demands a large main.

C. Distribution Mains

Those mains that are used for supplying the individual consumer. As a rule, these are the small mains in the water supply system.

2.03 WATER SYSTEM CONSTRUCTION PLANS

A. General

Complete plans and specifications for all proposed water systems improvements, including any necessary dedications and easements, shall be submitted to the City. The City will review these documents for compliance with this Standard and issue approval when the documents meet City Standards. Plans must receive the required approval prior to construction permit issuance and beginning of construction. See Section 2.07 for required submittal information.

Improvements shall be constructed as shown on the City approved plans and in accordance with these Standards and the latest version of the Standard Drawings. Equipment and materials shall be installed in compliance with the manufacturer's recommendations, except where a higher quality of workmanship is required by the City Approved Plan, Specifications, and these Standards.

All materials and work shall be in strict accordance with any applicable regulations and requirements of Federal, State, and local authorities. The Contractor may be required to arrange for inspection by these agencies and submit evidence of their approval, when required or requested by the City.

Take care to prevent damage to pipe, fittings, and other materials (not including granular material) and equipment during transportation, unloading, and final placement for installation. Manufacturer recommended product handling shall be followed to protect coatings, linings, and structural integrity of materials used in public water system construction. Under no circumstances shall materials be dropped or dumped into the trench.

All damaged materials and equipment during construction shall be replaced or repaired to the satisfaction of the City.

The Contractor shall maintain safe working conditions for employees, City staff, and the general public in and around trench excavations. Precautions shall be taken to avoid damage to franchise utilities, adjacent properties, existing water infrastructure, and public or private landscapes/hardscapes. If any underground utilities are damaged, report damage to the City and Utility Owner, and 811 immediately.

B. Plan Preparation

Construction plans and specifications for public water main systems shall be prepared by a professional civil engineer licensed in the State of Oregon. Plans and specifications shall be prepared in accordance with the following requirements:

1. Dimensions - Construction plans shall be clearly and legibly drawn on a 24 inches by 36 inches wide format with a 1½ inch clear margin on the left side and one inch (1") margins on all other sides unless another format is approved by the City Engineer and using the latest version of the City's standard plan sheet template.
2. Scale - Horizontal scale shall be not smaller than 1" = 50'; vertical scale shall be not smaller than 1" = 5' or as approved by the City Engineer. 1" = 20' shall be required when more detail is needed.
3. Form - Title Sheet, Overall Utility Plan, Erosion/Sedimentation Control Plan, Grading Plan (if applicable), Plan and Profiles, and Details.

The water plans can be combined with the sanitary sewer plan if the water plans are part of a subdivision, commercial development, or City project where other public facilities are involved (sanitary sewer, storm, streets). However, the Consulting Engineer must ensure the notes for the sanitary sewer and water are drafted to distinguish a definite difference between the water and sanitary. For example: surround all water notes with a cloud symbol and all sewer notes with a box symbol.

Each utility will be required to be on its own page if required by the City.

2.04 TITLE SHEET

- A. Plan view (Site Plan) of the entire project, showing street right-of-way and/or subdivision layout to a scale of 1" = 100'. A smaller scale may be used on large projects upon approval of the City Engineer. A project is too large when a minimum dimension of two inches (2") cannot be maintained between the title, system site plan, and vicinity map. A scale of 1" = 200' may be used in this case.

The site plan shall be a composite plan showing all complete properties to be served by the water system improvements and properties adjacent to and within 250 feet of those served. The site plan shall also show existing and proposed water lines, tract names and numbers, addresses, and lot numbers or property owner's names and street names.

- B. Index of sheets, including a graphical index if more than one (1) plan sheet.
- C. Complete legend of symbols used.
- D. Vicinity Map to a scale of not less 1" = 800' showing the project locations unless another scale is approved by the City Engineer.
- E. Engineer Title Block - located in lower right-hand corner or right edge of paper with scale, north point, date, drawing number, the engineer's name, address and official stamp, and where applicable, the owner/developer's name and address as determined by current standards maintained by the City Engineer.
- F. Space for City Approval Stamp, 3" X 3", preferably in the lower right-hand corner (to be provided on each sheet of the plan set) as determined by current standards maintained by the City Engineer.
- G. Temporary and permanent benchmarks including their descriptions (see comment under profiles).
- H. Current City Standard Construction Notes and other special notes relating to construction methods, or include the City Standard Construction Notes in the Contract Documents with a note on the drawings so indicated.
- I. City Planning File No. or City Capital Improvement Project No.
- J. City G.P.S. Control (see Section 2.22 As-Built Drawings/Digital Mapping Requirements).

NOTE: If all the above items cannot be located on the title sheet, a different location within the plans may be used upon the approval by the City Engineer.

2.05 PLAN AND PROFILES

A. Plan

Plan view of water system shall be to a scale of not smaller than 1" = 50' (1" = 20' shall be required when more detail is needed) unless a different scale is approved by the City Engineer and shall contain the following information in addition to the above:

1. Adjacent street curbs and property lines, edge of pavement, right-of-way and utility easements referenced to property corners, property identification (Lot number or tax number), street intersection, or section lines. Adequate two foot (2') contour lines or property corner and curb elevations to help determine if existing basements or proposed daylight basements in new subdivisions can or should be served.
2. Location of water mains, service lines, meter boxes, fire hydrants, thrust block with bearing areas, and appurtenances with each fitting and branch line stationed to facilitate coordination in locating appurtenances. The stationing shall be tied to existing property corners or street monuments with the relationship of each valve and fitting shown to the property owners or street centerline. Each line with separate designation shall be stationed continuously from 0+00 at its point of connection to another line and each service line stationed.
3. Size, length, type of material, and class of pipe between fittings.
4. Location of existing water courses, geologic hazards, stream and railroad crossings, gas mains, culverts, sanitary and storm drains, underground and overhead power and other utilities (including but not limited to gas, electric, telephone, cable, fiber), and hydrants within 100 feet of the proposed extension. All water course crossings must show the 100-year flood plains and floodways.
5. Location of other proposed public improvements (including but not limited to sanitary sewer, storm sewer, curbs, traffic signals, street lighting, street signage).
6. Location of existing private facilities (including but not limited to driveways, retaining walls, mailboxes, trees)
7. Location of other public utilities (non-City owned)
8. Match lines with sheet number references.
9. Location and description of all known existing surveying monuments, including, but not limited to, section corners, quarter corners, donation land claim corners, and City control survey monuments. Any monuments removed or destroyed by construction shall be replaced per ORS 209.150. If a boundary control survey or plat is prepared in conjunction with the construction plans, a copy shall be

submitted with the construction plans for review. See Section 2.22 As-Built Drawing/Digital Mapping Requirements.

10. Location of existing water valves that would be necessary to isolate project during construction if required.

B. Profiles

Profiles for the individual water lines shall be to the same horizontal scale and preferably on the same sheet, drawn immediately below the corresponding plan view reading from 0+00 left to right. However; if spatial and clarity needs are met better by having plan and profiles on separate sheets, they may be on separate sheets. Profiles shall be required in the following instances:

1. Railroad and culvert crossings, geologic hazard areas, ditch or stream crossings with elevations of the ditch or streambed and the 100-year flood elevations profile and casing details. Horizontal scale 1" = 20', vertical scale 1" = 2'.
2. Utility crossings that conflict with the proposed water line installation. Same horizontal and vertical scale as (1) above.
3. Mains installed in easements across private property. Horizontal scale 1" = 50', vertical scale 1" = 5', or other standard scale.
4. Mains 12 inches in size or larger.

Profiles shall be based on one of the following bench mark systems:

- a. City of Oregon City,
- b. ODOT, or
- c. U.S. Geodetic Survey.

Show the location and elevation of the reference benchmark and any temporary benchmarks set on the title sheet.

Profiles shall show proposed waterline appurtenances, all utility crossings, existing and proposed finished grade, line sizes, slopes, elevations at grade brakes stationing, and required minimum clearances. For mains 12 inches and larger, include backfill classification.

SPECIAL NOTE: If practicable, the consulting engineer shall field locate and verify the alignment, depth, and inverts of all existing facilities shown on the plans that will be crossed by proposed facilities. City as-built records are only to

be used as an aid to the consulting engineers when verifying the existing facilities in the field.

2.06 WATER SYSTEM APPURTENANCES/CONSTRUCTION NOTES

A. Appurtenances

Detailed drawings shall be included for all water system appurtenances including fire hydrants, thrust blocks, valve boxes, blow offs, and service installations.

B. Construction Notes

Standard City General Construction Notes and Water Notes shall be included on the plans, or in the Construction Documents with a note on the drawing so indicating. These notes may be added to or revised, upon City Engineer approval, in order to accommodate specific projects.

2.07 PLAN SUBMITTAL, APPROVALS, INSPECTION REQUIREMENTS

A. Construction plans shall be submitted to the Public Works Department for checking to ensure compliance with these Standards, City of Oregon City Ordinances, and good engineering practice. Submitted plans shall include the following:

1. Engineer's Preliminary Cost Estimate (or Opinion of Probable Cost),
2. Engineering Review Checklist checked by consulting engineer, and
3. A tie to the City horizontal control system. Survey ties to include monuments tied and closure results.

B. Submitted plans shall also include (if applicable) the following:

1. Supplemental specifications,
2. Soils report and design recommendations,
3. Geotechnical report and design recommendations,
4. Natural Resource report and design recommendations,
5. Easement and right-of-way descriptions and sketches,
6. A tie to the City Bench Mark systems, including closure results,
7. Boundary control survey,
8. Final plat, and

9. Other material as requested by the City Engineer
- C. A plan review check fee, (based on an approved engineer's cost estimate) will be levied at the time plans are submitted to the Engineering Division. This fee is a percentage of an approved engineer's cost estimate for all site improvements. Plans will not be checked until fee is paid.
- D. Once the plans are approved and construction permit issued, the Consulting Engineer for private development projects shall be responsible for providing inspection and surveying services necessary to stake and construct the project. The Consulting Engineer shall prepare the as-built drawings when the project is complete.
- E. The Consulting Engineer preparing the plans for a privately funded public improvement project shall execute a "City of Oregon City, Developer/Engineer Agreement for Public Works Improvements." This agreement provides for the following services from the Consulting Engineer:
1. Perform surveying sufficient to prepare construction plans.
 2. Prepare construction plans and specifications, and obtain approvals.
 3. Attend a preconstruction meeting.
 4. Perform construction staking and inspection.
- F. If the Consulting Engineer is not furnishing all of the above services, the specific arrangements, i.e., subcontracting, must be supplied to the City. The name, address and telephone number of Consulting Engineer, surveyor, and contact person shall be included.
- G. Should the services of the Consulting Engineer be terminated or curtailed below the specific tasks, he/she shall correspond with the City so indicating.
- H. The Consulting Engineer doing inspection for a privately funded public improvement project shall follow the City's "Minimum Guidelines for Inspection/Observation of Public Works Construction" or similar current policy.
- I. It shall be the policy of the City of Oregon City to provide spot check inspection services for non-public-funded public improvements. A 2½ % inspection fee or currently established fee (the fee is a percentage of an engineer's cost estimate) will be collected at the time the plans are approved. This inspection fee is in addition to the plan check fee. A permit is issued for construction when the following items are provided:
1. Approved Engineering Plan,
 2. Engineer's Final Cost Estimate (or Opinion of Probable Cost),

3. Accepted Geotechnical Report (if required),
 4. Accepted Natural Resource Plan (if required),
 5. Performance Bond,
 6. Developer/Engineer Agreement,
 7. Erosion Control Permit (if required),
 8. Permits from other jurisdiction if working in their right-of-way,
 9. Approval from State of Oregon Health Division (if City does not continue its program to approve plans on behalf of the State), and
 10. Any other permits required from any other agencies having jurisdiction on the project.
- J. A project becomes accepted by the City when construction is complete and the following have been completed or obtained:
1. Maintenance Bond,
 2. Consulting Engineer's Certificate of Completion,
 3. Completed Punchlist, and
 4. Recorded Subdivision or Easement Document (when required).
- K. A water main becomes fully owned and maintained by the City once the City has accepted the new improvement and released the performance bond. The City will provide all locates and supervise all new taps to that main once it has been connected to the public water distribution system. The contractor is responsible for a two-year period following release of the performance bond for warranty to that new water main and is required to make repairs if the line or appurtenances fail in any way as determined by the City. If repairs are not made, the City may use the maintenance bond for any repairs.

2.08 WATER MASTER PLAN REQUIREMENTS

The City uses the current adopted Water Distribution System Master Plan to recommend improvements to the existing and future distribution system. These recommendations shall be included in the design; however, they may be modified based on updating of the Water Distribution System Master Plan or updated computer model runs for specific fire flow requirements.

2.09 PIPE MATERIALS

Pipe materials shall conform to standards listed in this section. All water mains and services shall be designed for a cold water working pressure of 250 psi (refer to AWWA C 150 and DIPRA Technical Bulletin “Designing for Ductile Iron Pipe”). Fittings and valves shall be specified to have a working pressure of 250 psi unless an alternative is approved by the City Engineer.

Waterlines less than 30 inches shall be ductile iron pipes, cement mortar lined and seal coated, and shall conform to ASTM A536, ANSI/AWWA C151/A21.5, ANSI/AWWA C104/A21.4, and ANSI/AWWA C111/A21.11. Waterlines shall be thickness Class 52 with push-on joints. Joint and/or mechanical joint type conforming to ANSI A21.11 (AWWA C11). All joints shall be restrained unless approved by the City Engineer. Higher thickness class may be required where analysis indicates abnormal loading condition (see AWWA H-3).

All tees, bends, valves, and blow-off locations shall, unless otherwise noted and approved by the City Engineer, be restrained with a Mega-Lug follower, or approved equal.

Straddle blocks shall be provided on any dead end water mains.

Waterlines that are thirty inches (30") and larger or meet other Special Conditions shall be of acceptable alternate materials that include reinforced concrete water pipe, steel cylinder type, pre-tensioned conforming to AWWA C303 as approved by the City Engineer.

Acceptable abbreviations for showing existing types of pipe on the plans are as follows:

- AC - Asbestos Cement
- CI - Cast Iron
- DI - Ductile Iron
- CC - Concrete Steel Cylinder
- PE - Polyethylene
- PVC - Poly-Vinyl Chloride

A. General

Furnish the size, strength, and thickness classification; the type of joints; and type of materials as specified. Furnish catalog data for all materials and shop drawings for all fabricated items for approval prior to ordering or fabricating.

B. US Made Products

All materials shall be made in the United States of America unless approved by the City Engineer. Exceptions to US Made may only be approved by the City Engineer if the product is not available in the USA or if the City Engineer determines that the lead time required will negatively affect the general public.

C. Ductile Iron Pipe

Ductile iron pipe material shall conform to ASTM A536. Pipe shall be centrifugally cast, conforming to ANSI A 21.51 (AWWA C151), and shall be cement mortar lined and seal coated, conforming to ANSI A 21.4 (AWWA C 104). Pipe joints shall be mechanical, flanged, or push-on types. All joints shall be restrained. Furnish gaskets and joint lubricant conforming to ANSI A 21.11 (AWWA C 111), suitable for designated pipe joint, size, and pressure rating.

D. Concrete Cylinder Pipe

Concrete cylinder pipe shall conform to AWWA C 300. Steel cylinder thickness, reinforcing wire diameter and spacing, and cement mortar lining and coating shall be as specified. Design shall furnish flanged, welded, or Carnegie-type push-on joints as required.

E. Pipe Fittings and Specials

Pipe fittings and specials used with cast and ductile iron pipe shall conform to ANSI A 21.10 (AWWA C 110). Fittings shall be mortar lined, Class 250, and shall be mechanical, restrained, or flanged as required. The manufacturer's fittings and specials for concrete cylinder pipe shall be in accordance with AWWA C 300. Fittings may be furnished with plain ends for welding, flanged joints, or restrained joints, as specified.

Unless otherwise stated, manufacture fittings for steel pipe in accordance with AWWA C 200 and AWWA C 208. Furnish fittings for steel pipes that have plain ends, restrained joints as specified, or flanged ends. Protect steel pipe fittings and accessories by applying coal-tar enamel as specified in AWWA C 203 or as otherwise specified.

All fittings shall be ductile iron conforming to ASTM A536, ANSI/AWWA C110/A21.10, ANSI/AWWA C104/A21.4, and ANSI/AWWA C153/A21.53. Fittings shall have cast upon them the manufacturer's identification, pressure rating, nominal diameters or openings, and the number of degrees or fractions of a circle for all bends. Fittings shall be coated inside with cement mortar with an asphaltic seal-coat. When specified, fittings shall be ductile iron mechanical joint (MJ) or flange joint (FLG) conforming to AWWA C153 and C110.

The maximum allowable joint deflection shall not exceed twelve (12) inches per eighteen (18) feet of laying length.

F. Flanges and Gaskets

Provide flanges and gaskets conforming to the requirements of AWWA C 207, Class D unless otherwise specified, rated at 150 to 174 psi. Provide bolts and gaskets conforming to AWWA C 207.

G. Mechanical Couplings

Provide mechanical couplings where connecting pipes are made of cast or ductile iron. Provide steel mechanical couplings where connecting pipes are made of steel or concrete cylinder pipe. Couplings shall be capable of withstanding the designated internal hydrostatic test pressure without leakage or over stressing. Coupling diameter shall be compatible with the outside diameter of the pipe on which the coupling is installed. Steel couplings shall receive corrosion protection as specified in sub paragraph 501.3.06. Mechanical couplings shall have a minimum metal ring dimension as shown. Bolts shall be stainless steel or ductile iron compatible with the coupling used.

H. Restrained Joint

Restrained joints and gaskets shall be used on all projects involving City of Oregon City public water in place of other joints and thrust blocks unless approved by the City Engineer. Achieve joint restraint using flanges, welded joint, joint harnesses, or other means as shown. Field welding of steel joints shall conform to AWWA C 206. Where joint harnesses are used, they shall consist of steel tie bolts extending across the pipe joints with lugs shop-welded to the pipe barrel as shown. Joint harness assemblies shall conform to AWWA Manual M 11. Sized as required to withstand the hydrostatic test pressure on the pipe. Components of joint harness shall be hot-dip galvanized after fabrication.

I. Material for Thrust Blocks

Furnish and place thrust blocks sized as shown using Portland Cement concrete conforming to ASTM C 94, developing a 28-day compressive strength of at least 4,000 psi, placed as shown on the Plans per the standard detail.

J. Material for Straddle Blocks

Where straddle blocks are required, they shall use Portland Cement concrete with a minimum 28 day compressive strength of 4,000 psi per standard detail.

K. Pipe Joining

1. Cleaning

Before joining, all pipe contact surfaces are to be thoroughly cleaned, wire brushed if necessary, and kept clean until joining is completed. Remove all lumps, blisters, and excess coal tar coating from the bell and spigot ends of each pipe and fitting.

2. Mechanical Joints

All mechanical joints shall be installed with joint restraints except on cast iron pipe.

Installation of mechanical joints shall be as recommended by the manufacturer and in accordance with ANSI/AWWA C111/A21.11 Appendix A. If effective sealing is not obtained, the joint shall be disassembled, thoroughly cleaned, and reassembled.

Bolts shall be uniformly tightened to the torque values listed below or according to manufacturer’s instructions, whichever is greater.

Joint Size (in.)	Bolt Size (in.)	Range of Torque (ft-lbs)
3	5/8	45-60
4-24	¾	75-90
30-36	1	100-120
42-48	1¼	120-150

The above torque loads may be applied with torque measuring or indicating wrenches.

If effective sealing is not attained by the maximum torque indicated above, disassemble the joint and reassemble after thorough cleaning. Overstressing of bolts to compensate for poor installation is not permitted.

3. Push-on Joints

All push-on joints shall be restrained.

Installation of push-on joints shall be according to manufacturer’s recommendations and AWWA C600.

All joint surfaces shall be lubricated immediately before joining of pipe with an NSF-approved joint lubricant, as recommended by the gasket manufacturer.

The Contractor shall take precaution not to damage the pipe, gasket, or fittings when pushing pipe together. Pipe spigot is to be squared with pipe bell prior to the joining process. If deflection is needed at a push-on joint, deflection shall take place after pipe is shoved home in the bell.

4. Deflection

Pipe deflection shall not exceed the values listed in the table below, or the manufacturer’s maximum allowable pipe joint deflection, whichever is less.

(18-foot pipe length)		
Pipe Diameter (inches)	Push-On Joint Maximum Deflection	
	Angle (degrees)	Offset per 18-foot pipe length (in.)
4	5	18
6	5	18
8	5	18
12	5	18
18	3	15
24	2.5	9.5

5. Flange Joints

Installation of flange joints shall be according to manufacturer's recommendations and ANSI/AWWA C111/A21.11 Appendix C.

Flange faces shall be flat and perpendicular to the pipe center line. Flange faces must be cleaned with a wire wheel prior to installation of the valve. Flange bolts shall be tightened in a progressively crisscross pattern, such as by first tightening the bottom bolt; then the top bolt; next the bolts on either side; finally, the remaining bolts. This process should be repeated until all bolts are sufficiently tightened. Bolts for flange fittings shall be long enough to tighten through the nut and have three threads exposed beyond the nut.

6. Thrust and Straddle Blocks

The Water Department will only accept concrete thrust blocking where shown on Standard Drawings or for applications where joint restraints are not feasible. Cost is not a determining factor in feasibility.

When permitted, install thrust blocking according to the Standard Drawings. Concrete shall have a slump of 2 to 4 inches and shall comply with ODOT Standard Specifications Section 2001.29 (Class 3000 – ¾-inch) "Commercial Grade Concrete." Any field mixing of concrete must be approved by the City staff.

Concrete blocking shall extend from the fitting to solid, undisturbed earth and installed so that all joints are accessible for repair. Prior to using high-early concrete for thrust blocking, the Contractor shall submit a mix design from the supplying concrete plant for City approval.

Concrete thrust restraint for vertical bends shall include embedded steel rebar hooks as shown in the Standard Drawings.

All pipe and fittings in contact with concrete shall be completely wrapped in two (2) layers of 4- mil polyethylene sheets or one (1) layer of 8-mil polyethylene prior to the placement of the concrete.

Straddle blocks installed on existing waterlines 8-inch and smaller require U.G. clamps or mid span restraint glands. Straddle blocks on waterlines 10 inches and larger require designed rebar reinforcement stamped by a registered professional engineer and approved by the Water Department.

2.10 MAIN SIZE

A. Grid System

The distribution system mains shall be looped at all possible locations to provide circulation and water quality.

B. Size of Pipe

1. 2-inch - shall not be used as part of the distribution system.
2. 3-inch - shall not be used as part of the distribution system as well as service lines and fire lines.
3. 6-inch - may only be used on dead-end streets not requiring a fire hydrant that is less than a center line distance of 200 feet in length. This 200 feet is measured from the center of the intersecting street to the radius point of the cul-de-sac of a dead-end street. This line may not serve more than 12 residences and shall be connected to a looped minimum six-inch (6") main.
4. 8-inch - the minimum size distribution water main in residential subdivisions for the grid (looped) system. Looping of the distribution grid shall be at least every 600 feet to 1,200-foot intervals, unless otherwise approved. Also, the minimum size for permanently dead-ended mains supplying fire hydrants with a fire flow less than 1,500 gpm and for secondary feeder mains in residential subdivisions. 6-inch may be used if approved by the City Engineer and this guideline is followed.
5. 12-inch - and larger, as required, for primary feeder mains in industrial subdivisions.
6. Full pipe sections shall be eighteen (18) feet in length unless industry standards change between updates of these standards, whereby the City Engineer can approve any changes.
7. Exceptions to this section may be requested with rationale to the City Engineer for decision.

2.11 MINIMUM DEPTH

The standard minimum cover over buried water mains within the street right-of-way shall be thirty-six inches (36") from finish grade to top of pipe for all pipes 10" and smaller.

The minimum cover for mains in easements across private property shall be thirty-six inches (36") from finish grade to top of pipe for all pipes 10" and smaller.

For pipes 12" and larger, minimum cover shall be 48" or greater as determined and approved by the City Engineer.

Where the main is located in the cut or fill side slope or where mains are located in easements, finish grade shall mean at the water main alignment. The intent is to provide a minimum cover over the pipe of 36 inches in the street right-of-way and 36 inches in easements.

Deviation from the above standards will be considered on a case-by-case basis when the following circumstance exists:

Underlying rock strata - required: a request in writing to the City Engineer together with submission of a soils report with a plan and profile certifying that bed rock exists less than three feet (3') below the undisturbed ground surface.

When deviating from the standard depth, a profile shall be required.

2.12 LOCATION

A. Water Mains Within Street Right-of-Way

The standard location for water mains within public streets and roads shall be four feet (4') from the face of curb for such streets and roads under the pavement section and preferably on the south and east sides of the street. Exceptions to these requirements may be made to avoid conflicts with other existing underground facilities and to permit sanitary sewers to be installed on the low sides of streets.

Mains should not be installed in alleys. As nearly as practical, mains shall be installed in a particular street with the distance from the curb line of the street varied as little as possible. On curved streets, the mains may be laid on a curve provided the following minimum radius are not exceeded (minimum radius was calculated using one half manufacturer allowable deflection):

PIPE SIZE - MINIMUM RADIUS	
6 inches through 12 inches	500 feet
14 inches through 16 inches	600 feet
18 inches through 24 inches	800 feet

On curved streets where mains are to be laid in straight lines, they shall be laid along the tangent between selected angle points to avoid conflicts with other utilities. The angle point of tangent section shall not be less than four feet (4') from curb face or pavement edge.

All new water pipelines under construction shall be physically disconnected from the City's existing distribution system and may only be connected after passing hydrostatic and bacteriological testing and the City's approval.

B. Within Easements

Mains laid in easements along property lines, with the easements centered on property line, shall have the main and easement centerline offset forty-two inches (42") from the property line. The installation of mains within easements across privately-owned property is to be done only when absolutely necessary, such as avoiding dead-end conditions. Such easements, when required, shall be a minimum of fifteen feet (15') in width except that the minimum width shall be twenty feet (20') or more for transmission water mains and the conditions of the easement shall be such that the easement shall not be used for any purpose which would interfere with the unrestricted use for water main purposes. Typically, 15 feet is used for placement in private roadways or parking areas and 20 feet is used when vehicular access is not normally available. Under no circumstances shall a building or structure be placed over a water main or water main easement. This includes overhanging structures with footings located outside the easement. The intent is to provide an unobstructed area in which to operate or repair equipment. Concrete pads, patios, walkways, and landscaping may be installed but is subject to removal at the property owner's expense. Trees shall only be allowed within 10 feet horizontally from the water main.

Easement locations for public mains serving a planned unit development, apartment complex, or commercial/industrial development shall be in parking lots, private driveways, or similar open areas which will permit an unobstructed vehicle access for maintenance by City forces, and shall be located at least twenty feet (20') from the edge of existing or proposed structures.

Easement widths shall vary from the fifteen foot (15') minimum in five foot (5') increments (i.e., 15, 20 feet).

All easements must be furnished to the City for review and approval prior to acceptance and recording. Standard City utility easement document forms and guidelines for preparation of descriptions and sketches shall be used.

The easement shall be exclusive for water mains and appurtenances and not shared with other utilities or structures (unless approved by Public Works).

C. Relation to Sewer Lines and Other Utilities

Whenever possible, mains shall be installed a minimum clear distance of ten feet (10') horizontally from sanitary sewers and shall go over the top of such sewers with a minimum of eighteen inches (18") of clearance at intersections of these pipes. A City approved design exception shall be obtained if these clearances cannot be met. In all instances in this section and the following sections, the distances shall be measured edge to edge. If the recommended spacing cannot be achieved, then construction standards, as outlined per the Oregon Administrative Rule Chapter 333-61-050, shall be followed. The minimum spacing between water mains and storm drains, gas lines, and other underground utilities, excepting sanitary sewers, shall be three feet (3') horizontally when the standard utility location cannot be maintained.

Where water mains are being designed for installation parallel with other water mains, utility pipe, or conduit lines, the vertical separation shall be a minimum of twelve inches (12") or in such a manner which will permit future side connections of mains, hydrants, or services and avoid conflicts with parallel utilities without abrupt changes in vertical grade of the above-mentioned main, hydrant or service. Where crossing of non-sanitary sewer utilities is required, the minimum vertical clearance shall be twelve inches (12"). A City approved design exception shall be obtained if these clearances cannot be met.

Sanitary sewers crossing a water main shall be made at approximately 90 degrees and have a minimum of eighteen (18) inches of vertical clearance. Otherwise, the sanitary sewer shall be constructed of ductile iron water pipe with watertight joints for a distance of nine (9) feet from both sides of the water line.

2.13 SURFACE WATER

Surface water crossings of mains shall be over or under water depending on the location and size of the pipe.

A. Above Water Crossings

The pipe shall be adequately supported and anchored, with care taken to protect from freezing and damage, yet be accessible for repair and maintenance. All above water crossings will require the approval of the City Engineer.

B. Underwater Crossings

1. Mains crossing stream or drainage channels shall be designed to cross as nearly perpendicular to the channel as possible.
2. Where the watercourse is more than 15 feet wide, the pipe shall be of special construction with flexible watertight joints, valves shall be provided on both sides of the crossing so the section can be isolated for testing or repair, and test cocks shall be provided at the valves. The valves shall be easily accessible and not subject to flooding.
3. The following water surface crossings will be treated on a case-by-case basis:
 - a) Stream or drainage channel crossing for pipes twelve inch (12") inside diameter or greater.
 - b) River or creek crossings requiring special approval from the Division of State Lands.
4. The minimum cover from the top of pipe shall be thirty-six inches (36") to the bottom of the stream bed or drainage channel.
5. A scour pad centered on the water line will be required for mains less than twelve inch (12") inside diameter when the cover from the top of the pipe to the bottom of the stream bed or drainage channel is thirty inches (30") or less. The scour pad shall be six inches (6") thick and six feet (6') wide reinforced with (#4) bars twelve inches (12") on center both ways and shall extend to a point where a one-to-one slope, that begins at the top of the bank and slopes down from the bank away from the channel center line intersects the top of the pipe.

2.14 VALVES

A. Description

1. General

This section covers furnishing and installing the valves listed herein. The type and location of other special valves not listed herein will be specified and shown in the Plans and Special Specifications, when required. Valves shall be the same size as the mains in which they are installed. Gate valves will be used for pipe eight inches (8") or less. Gate valves will be used for twelve inch (12") and larger pipe rated for 250 psi for new water mains. Butterfly valves may be used to replace existing butterfly valves. Gate valves shall be considered as a replacement of existing butterfly valves when depth allows. Gate valves for 12" and larger pipe require a depth of 48" or greater as determined and approved by the City Engineer. No City of Oregon City valves shall be operated without authorization from the Public Works Department.

2. Certification

Furnish certification properly executed by the manufacturer showing compliance with the required specifications and results of test performance.

B. Materials

1. Gate Valves

Gate valves shall be ductile iron body, bronze mounted, non-rising stem valves with O-ring seals and shall be manufactured to open when the stem is rotated counterclockwise. Provide a two-inch (2") square operating nut. Valve ends and sizes shall be as shown. All gate valves shall have resilient seats and conform to the latest revision of AWWA C 509. All gate valves shall be UL listed and FM approved.

Joint materials for mechanical joints shall conform to AWWA C 111. Joint materials for flanged joints will consist of 1/8-inch thick, full face, one piece, cloth inserted, rubber gaskets conforming to Section 7 of AWWA C 207. Bolts and nuts shall conform to section 8 of AWWA C 207.

2. Butterfly Valves

Unless otherwise specified, butterfly valves shall have ductile iron body and conform in all respects to the physical and performance requirements of AWWA C 504, short body type having operators suitable for direct burial. Furnish Class 250 valves unless otherwise indicated. Valves shall have a two inch (2") square operating nut which shall rotate counterclockwise to open unless otherwise specified.

The valve stem for butterfly valves shall be located on the street centerline side of the waterline unless otherwise noted on the plans or directed in the field.

3. Valve Boxes

All valves shall have a valve box for access. The valve box shall be constructed per City of Oregon City Standard Drawing 410, sized as shown in the applicable Standard Drawings, having cast iron top section and cover. Valve box extensions shall be Schedule 40 or 3034 sewer pipe 6" diameter.

Valve lids located in roadways with high-volume traffic or speed limits 35 mph and greater shall have locking lids to prevent lid from being dislodged.

All lids shall contain the Oregon City design logo.

C. Location

Distribution system valves shall be located at the “T” or cross fitting as near as possible. Whenever a conflict exists with curbs or other physical obstructions, the valve shall be located at the intersection of the main with a property line. There shall be a sufficient number of valves located so that not more than four (4) and preferably three (3) valves must be operated to affect any one particular shutdown. Three (3) valves shall be required on a “T” intersection. The spacing of the valves shall be such that the length of any one shutdown in high value areas shall not exceed 500 feet nor 800 feet in other areas. The maximum distance between main line valves shall be 800 feet.

Generally, valves shall be installed at water main intersections in groups of three (3) for tee applications and four (4) for cross applications.

Valves shall be installed in areas adequate to allow for a 3-foot clear zone maintained around all water system valve boxes. Fencing, trees, large bushes, retaining walls, and anything else that may interfere with the operation of a water valve is prohibited within the clear zone.

Valves shall not be located within a curb, gutter, driveway, sidewalk surfaced area, or ADA ramp.

Transmission water mains shall have valves spaced at no more than 2,000 feet and preferably spaced at 1,300 feet. Hazardous crossings, such as creek, railroad, and freeway crossings, shall have valves on each side.

Distribution taps on transmission mains shall not be spaced less than 1,300 feet apart where practical and shall have valves and be plugged.

D. Phased Construction

Water mains installed by phased construction, which will be extended in the future, shall terminate with a valve and blow-off. Also, see Section 2.17 (B) Blow-offs.

All developments will be required to extend mains across existing or proposed streets for future extensions by the City or other developments. All terminations shall be planned and located such that new or existing pavement will not have to be cut in the future when the main is extended.

2.15 BACKFLOW PREVENTION

General

An approved backflow prevention assembly shall be required per the **City's Cross Connections/Backflow Prevention Program Policies & Procedures** and in compliance with the Oregon Plumbing Specialty Code. All plans should be routed to the water quality **coordinator** for review and comment regarding cross connection control requirements. Conditions as set forth in the City Cross Connection Control Ordinance will prevail in all cases.

The meter user or the owner of the property shall have the assembly tested by an **Oregon** certified tester at least once per year. The water user or the owner of the property is responsible for the operation and maintenance of all approved backflow-prevention assemblies.

2.16 FIRE HYDRANTS

A. Coverage

1. Distribution of hydrants shall be based upon the required fire flow and the area served. The Fire District shall determine the required fire hydrant distribution based on their judgment in applying adopted fire codes. See Section VII, Uniform Fire Code, Appendix III A & B, Fire Flow, Fire Hydrants.
2. Preferred coverage shall result in hydrant spacing of:
 - a. 500 feet (when measured along a route accessible to vehicles) in residential areas,
 - b. 200 to 500 feet in high-value districts including industrial subdivisions, and
 - c. No further than 250 feet away from any dwelling, business, garage, or building.
 - d. When new water mains are extended along streets where hydrants are not required for the protection of surrounding structures or other fire concerns, fire hydrants shall be provided at a spacing not exceeding 1,000 feet, for transportation hazards. When streets are provided with median dividers which cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis up to a fire-flow requirement of 1,500 gallons per minute and 400 feet for higher fire-flow requirements.

B. Location

No fire hydrant shall be installed on a water main of less than eight-inch (8") inside diameter unless approved by the City Engineer and the Fire Marshall. The hydrant run shall be a minimum six-inch (6") inside diameter. Long eight-inch (8") dead-end

lines to fire hydrants shall be avoided whenever possible to prevent water quality problems (stagnant water). When unavoidable, a fire hydrant shall be installed at the end of the line. Long dead-end lines over **30** feet shall be approved by the City Engineer. Hydrants shall be located as close to the mainline as possible and in no case shall be over 30 feet away.

Hydrant supply lines shall not exceed 30 feet in length. Hydrants shall be located:

- a. As near as possible to the corner of street intersections (curb returns),
- b. Within at least 200 feet from any cul-de-sac radius point, and
- c. At property lines extended into the right-of-way to not interfere with driveways.

When possible, hydrants shall be provided on the street side closest to the water main to avoid long supply lines.

Hydrants shall be placed within the grass parkway area of the right-of-way except when curb tight sidewalk (or integral sidewalk and curb). Hydrants in the grass parkway shall be located 24 inches behind face of curb and hydrants with curb tight sidewalk shall be placed at the back of sidewalk within the right-of-way to allow proper ADA access along sidewalk.

When placed at mid-block locations, fire hydrants are to be installed at a common property line.

Hydrants shall not be installed closer than five feet (5') from an existing utility pole or guy wire nor shall a guy wire or utility pole be placed less than five feet (5') from an existing hydrant.

Hydrants shall not be installed closer than five feet (5') from any proposed or existing trees, shrubs, signs, benches, structures, etc. that would prevent access to the Fire Department.

Hydrants shall not be located adjacent to a parking space that would prevent access to the Fire Department.

Hydrants are to be installed in accordance with AWWA C600, AWWA Manual M17 and the manufacturer's recommendations. Hydrants shall be located as shown on the approved plans or as directed by the fire code official.

See 2.22 Mobile Home Parks and 2.23 Planned Unit Developments for locations under special conditions.

C. Hydrant

Approved hydrant type is Centurion as produced by Mueller Co., with a 5 ¼ inch opening, three (3) port nozzles, two (2) inch hose nozzles, and four (4) inch threaded

pumper nozzle or alternatives as approved by the Public Works Department. Allowed alternatives with written approval from the Public Works Department are Clow Valve Company, Medallion Model NO. F-2545. All hydrants in a particular project shall be the same manufacture and model.

All **city owned** fire hydrants shall be painted per the standard detail.

D. Auxiliary Valve

Each fire hydrant shall have an auxiliary valve and valve box which will permit repair of the hydrant without shutting down the main supplying the hydrant. Such auxiliary valves shall be gate valves conforming to Section 2.14 B.1. of this Design Standard. Refer to City Standard Details for illustration.

E. Bollards

Bollards shall be provided in parking lots and drives when the hydrant is exposed to vehicular traffic. Bollards shall be located no closer than five feet (5') to the hydrant to provide adequate room to operate the hydrant.

F. Private Fire Hydrants

The City Engineer may approve private fire hydrants in consultation with the Fire Marshall and Public Works Water Department. The owner of the private fire hydrant shall furnish the City a signed operations and maintenance agreement acceptable to the City Attorney. The owner shall pay the County recording fees for this document upon signature by the responsible City official. **The owner must install an approved backflow prevention assembly and have it tested at least once per year. All private fire hydrants shall be painted red following NFPA 291.**

2.17 AIR RELEASE VALVES/BLOW OFFS

A. Air Release/Combination Air and Vacuum Release Valve

An air release valve or combination air and vacuum release valve shall be permanently installed at high points on all water mains twelve-inch (12") inside diameter and greater where air can accumulate. The combination air and vacuum release valve shall be used where directed by the City Engineer. In general, the combination air and vacuum release valves are used in hilly terrain rather than gentle, rolling terrain. The air release valve or combination air and vacuum release valves shall be installed in a manhole off the street where flooding of the manhole or chamber will not occur.

Mains less than twelve-inch (12") diameter may make use of a service line system for release of air during construction.

The air release shall be installed per the standard detail.

B. Blow-Offs

Mains that can conceivably be extended later shall have a blow-off assembly preceded by a two-inch (2") valve. The blow-off shall be located within the street unless approved by the City Engineer. Also see Section 2.14 (D), Valves, Phased Construction.

All low points shall be provided with adequate means for flushing, either by using a fire hydrant or blow-off hydrant.

Straddle Blocks are required at all blow-off locations.

C. Chamber Drainage

Chambers or manholes containing valves, blow-offs, meters, or other such appurtenances to a distribution system shall provide for drainage.

2.18 SERVICE LINES

The term "service lines" or "**public service line**" is meant to be used only for the water line extending from the distribution main to the meter, hydrant, backflow prevention **assembly**, or fire sprinkler system double check valve.

The City of Oregon City Public Works Department is responsible for serving and maintaining water pipes from the water main to the customer's side of the water meter. Maintaining the piping between the water meter and the property being served is the customer's responsibility.

A. Pipe Sizes

1. Service Lines - the sizes of **pipes from the water main to the meter** that may be used are:
 - a. 1 inch,
 - b. 2 inch,
 - c. 4 inch,
 - d. 6 inch,
 - e. 8 inch,
 - f. 10 inch, and
 - g. 12 inch.

Service lines will be reviewed for effects on the distribution system and shall not be greater in size than the distribution main.

An existing service line may be reused if it is in good condition as determined or approved by the Public Works Department.

2. Water Service Connections – the sizes of meters may be:

- a. 5/8" x 3/4",
- b. 3/4",
- c. 1",
- d. 1-1/2",
- e. 2",
- f. 3",
- g. 4",
- h. 6",
- i. 8", and
- j. 10".

The minimum size water service is based on fixture counts as outlined in the current edition of the Oregon Plumbing Specialty Code as determined by the Building Official. The size of meters is determined by the applicant, most often the architect.

B. Location

1. Domestic

Service taps shall be a minimum of 18-inches from water main joints and fittings and minimum 18 inches from another tap. Multiple direct taps shall be staggered if installed closer than 2 feet apart.

The service lines shall be extended from the main to a point where the meter, and meter box will be located. In general, service connections shall terminate in front of the property to be served.

Service lines and meters shall always be located within the grass parkway for new development and all redevelopment. Alternate locations as described below are allowed for maintenance and replacement or only where grass parkways are not available.

For new development, service lines shall be placed in an area where no tree, driveway, private sidewalk, hydrant, inlet, roof drain, or manhole are proposed. The service line and accompanying meter shall be located within the grass parkway. If no grass parkway exists due to curb tight sidewalk, the meter may be placed behind the back of sidewalk and within a public right-of-way or a public utility easement.

When no right-of-way or public utility easement beyond the sidewalk is or can be made available, the meter may be placed in the sidewalk. The meter must be flush to the sidewalk with no edge or lip which could cause tripping or a hazard.

In the event, the service line cannot be located without impacting other pre-existing infrastructure, the service line may be located within the driveway or private sidewalk.

If the entire frontage has no room for a water service due to trees, hydrants, etc., the meter may be placed within the sidewalk portion of the driveway. If no sidewalk is proposed or exists, the meter may be placed in the driveway itself within the right-of-way or a public utility easement. At no time may a meter be located in the 'wing' of the driveway. Any meter boxes placed in driveways or sidewalk within driveways shall be traffic rated.

A service line may never cross an adjacent property owner's property line. The line shall only cross the property line of the property who is using it.

2. Relation to Sewer Lines and Other Utilities and Appurtenances

Service lines shall be installed at a minimum clear distance of five feet (5') horizontally from any sanitary sewer and one and a half feet (1.5') or more above the top of the nearest sewer line. Otherwise, the water line shall be installed at minimum clear distance of ten feet (10') horizontally from any sanitary sewer.

The minimum offset from storm drains, gas lines, and other underground utilities, except sanitary sewers, shall be three feet (3') horizontally and one foot (1') vertically. A City approved design exception shall be obtained if these clearances cannot be met.

The minimum horizontal offset of a service line to a street tree or fire hydrant shall be five feet (5')

3. Private Fire Service

The service line shall normally extend from the main to the property line with a valve located at the property line.

A backflow prevention device shall be placed at the property line unless an agreement signed by the City Engineer permits otherwise. Plans for such service shall include a vicinity map, adjoining street name, width, curb and property line, location of existing water line referenced to property line, and the distance to property pins where the service crosses the property line.

SPECIAL NOTE:

A pump shall not be used on a service line to provide adequate pressure to a subdivision lot or property located above the pressure level of the supply main.

C. Materials

Pipe materials shall be described on the plans and conform to requirements of this section.

1. Service Water Pipe and Fittings

All one-inch service pipelines with a 5/8"x3/4" or 3/4" or 1" meter shall be seamless Type 'K' soft copper water tubing conforming to AWWA C 800 Type K and ASTM B88.

The piping for 2-inch service lines shall be 2" rigid copper tubing type L with 1-1/2" or 2" meters.

All meters shall be as shown in the Standard Drawings. Refer to Section 2.21 for type of meter boxes and standard drawing.

All fittings, brass, and cast iron type fittings will be used with the aid of Teflon tape or Teflon paste.

If an active cathodic protection system is encountered, Schedule 40 PVC Shall be installed as shown in the Standard Drawings.

All A.C., cast iron, plastic, and steel pipe shall be saddle tapped. All saddles will be iron pipe thread made of D.I. bodied with two (2) stainless steel straps, nuts, and washers.

Meter installations one and a half-inch (1.5") and larger shall have a fabricated bypass of adequate size and lockout capability. The City's standard drawings shall be used, and the design drawing shall be submitted showing the vault and fitting requirements, with the expected flow requirements and proposed water usage.

Corporation taps can be made on the following ductile iron pipe sizes. All other sizes shall be saddle tapped. (Y=yes, N=no)

D.I.	Class	1"	1 1/2"	2"
4"	52	Y	N	N
6"	52	Y	N	N
8"	52	Y	N	N
10"	52	Y	N	N
12"	52	Y	Y	Y
14"	52	Y	Y	Y
16"	52	Y	Y	Y
20"	52	Y	Y	Y

*All cast iron pipes shall be saddle tapped.

2. Valves and Special Valves

Resilient-seated gate valves with square operating nut and a minimum rated working pressure of 200 psi shall be used for 2-inch service. All valves shall be hydro tested to 300 psi or air tested to 100 psi under water by manufacturer.

Galvanized pipe is not an approved material for underground service.

3. Service Taps

All service wet taps must be installed by an approved tapping contractor and under the direction of a Public Works Department representative. Contact the Public Works Department for a list of approved contractors.

Service taps on 4-inch and smaller water main pipe shall be tapped through a tapping saddle. Service taps on 6-inch and larger ductile water main pipe can be directly tapped for 1-inch copper tubing and tapped with a tapping saddle or sleeve for 1½-inch and larger meter water services.

Special sleeved taps shall be used when tapping existing cast iron water main.

D. Existing Service

It is required to maintain continuous water service to existing water users at all times. The Contractor shall schedule construction work accordingly. When it becomes necessary to shut down service to make required inter-ties or repairs, the Contractor shall notify and get shut-off date approval from the Public Works Department so affected customers can be timely notified in advance.

If a fire system is affected, the Contractor is required to contact the approved Fire Code Official for alternate fire protection requirements.

Water main and service shut-offs are to be coordinated through a Public Works Department representative. Customers are required to be notified a minimum of 48-hours prior for residential properties and 72-hours for commercial or industrial properties. Weekends and holidays are not to be counted as part of notification time.

2.19 BEDDING AND BACKFILL

All backfilling under streets, parking lots, driveways, and sidewalks will be ¾-inch - minus crushed aggregate material.

Backfill for all other areas may consist of native materials providing that no rocks larger than three-inch (3") maximum dimension or clods of soil larger than six-inch (6") maximum dimension are included. No sharp objects or any other material is acceptable.

Provide imported base material under all pipe where, in the opinion of the Engineer, material satisfactory for fine upgrading and bedding the pipe is not available at the trench. Imported base material will be used principally where ground water or rock conditions make it impractical to use a lesser quality base.

All trench excavation shall be in conformance with Oregon City Standard Drawing for Pipe Bedding and Backfill and shall be classified as either rock or common excavation.

Disposal of all excavated materials shall be at an approved permitted dumpsite meeting all State and local requirements.

Pipe bedding and trench backfill may be Class A on all water lines outside public streets or outside paved areas. Trench backfill shall be Class B in all public streets or paved areas in the project as outlined in Oregon City Standard Drawing for Pipe Bedding and Backfill. The Class B backfill shall extend a minimum of three feet (3') beyond the edge of street or hard surfaced areas. CDF backfill may be required instead of Class B as applicable per Oregon City Pavement Cut Standard or as shown on plans or as directed in the field.

CDF backfill is required on all existing Arterial and Collector Streets per ODOT Standards, Section 00442 for all trench transverse or perpendicular crossings of vehicle travel lanes as well as City standard detail.

Trench backfill compaction shall be 95% of AASHTO T-180 Modified Proctor from top of pipe zone up to road base. Contract shall determine type of equipment and method to use to achieve required compaction. 95% compaction, AASHTO T-180, is required in public streets and paved areas. 85% compaction, AASHTO T-99, is required in non-paved or unimproved areas (except when future pavement or hard surface is anticipated).

Open trenches shall be strictly limited to a maximum of 100 feet within active street rights of way unless limited to a lesser amount by permit. No trenches will be allowed to remain open overnight. Use of steel plates overnight shall be kept to a minimum and can only be used in the following ways:

- A. For Local Streets, cold or hot asphalt mix may be used with pins to firmly secure plates.
- B. For Collector and Arterial Streets, plates must be level with the pavement with no ramping of asphalt and must be firmly secured.

Utility trenches 12 feet in depth and under, a minimum of one compaction and density test at approximately one half of the trench depth is required along with one test at or near the surface. For trenches over 12 feet in depth, tests shall be at approximately 4 feet above the pipe, at the surface, and one additional test halfway between the surface and the first test. Compaction density tests shall be performed at a minimum of every 100 feet.

2.20 CONNECTIONS AND TESTING

Connection to the City's existing distribution system shall be made after passing hydrostatic and bacteriological testing and acceptance by the City of Oregon City Public Works Department. Hydrostatic testing shall be monitored by City staff. Bacteriological test shall be taken by City staff who are certified Distribution Operators by Oregon Department of Human Services, Drinking Water Program. Connection of new pipelines to the existing system shall be observed by City staff and **shall occur within 2 weeks of a passing Bacteriological Test and Pressure Test per the direction of City staff.**

Facilities shall be provided for the proper dewatering and disposal of all water removed from water mains and excavations to avoid damage to adjacent property.

Special care shall be taken to prevent contamination while dewatering, cutting into, and making connections with existing water pipe. Trench water, mud, or other contaminating substances shall not be permitted to enter the water pipes. The interior of all pipe, fittings, and valves installed in water connections shall be thoroughly cleaned and then swabbed, sprayed, or dipped in a 1% hypochlorite solution prior to assembly.

A. Hydrostatic Tests

The test shall conform with AWWA C600, with the exception that the test duration shall be 60 minutes with zero loss in pressure allowed. The test pressure shall be 150 psi at the highest point of elevation in any section or one and a half times the working pressure, as determined by the City. The duration and pressure shall be monitored by City staff.

B. Disinfection

Pipelines shall be flushed and disinfected before placing into service. Disinfection shall conform with the latest version of AWWA C651. Super-chlorinate the new pipeline for a minimum of 24 hours, but no more than 36 hours. After 24 hours, the chlorine concentration must be a minimum of 10 ppm, at which time the pipeline is flushed until residual chlorine level is met (nominal 1 ppm). Pipeline shall remain in static condition with distribution water (nominal 1 ppm chlorine residual) a minimum of 16 hours, then the City's Public Works Department shall take two (2) bacteriological samples 15 minutes apart while leaving the water running at the sample locations. Highly chlorinated water used for disinfection shall not be discharged into the City's municipal separate storm sewer system or surface waters. Compliance with all applicable federal, state, and local regulations concerning discharge of chlorinated water shall be followed. Granulated chlorine is not allowed without approval from the Public Works Department.

No chlorine shall be introduced to a new water main until the hydrostatic pressure test has been passed and accepted by City staff.

C. Wet Tapping

Connection to existing water pipe may be made by means of a wet tap. The cutting in of tees will not be permitted unless approved and signed off by the Public Works Department.

All wet taps shall be installed by a contractor approved by the Public Works Department and installed under the direction of a Public Works Department representative. Contact the Public Works Department for a list of approved tapping contractors.

D. Connection to Existing Valves

Water improvements that include connection to the City water system by means of an older existing valve may require the replacement of said valve if the valve's condition is determined by the Public Works Department to be questionable in performing the necessary pressure testing and disinfection.

E. Means and Methods

Means and methods for connections and testing are not dictated by the City of Oregon City. AWWA Standards, ODOT/APWA Standards, and general industry standards shall be followed when installing water infrastructure and its connections. All contractors installing water infrastructure must be licensed by the State of Oregon to do the proposed work and have a valid license to operate a business in Oregon City. If the proposed work is not completed per the City Standard Drawings, the Water Distribution Standards, or to the industry standard as determined by the Oregon City Public Works Department, the City has the right to complete the work themselves or with a third party and bill the owner for the completed work on their behalf. A maximum of two attempts to complete the work will be allowed.

2.21 METERS

City Water Department personnel will furnish and install all water meters scheduled for services inside the City of Oregon City at the request and expense of the customer.

Meter size shall be equal to the service piping size, unless supporting calculations are supplied and approved. Single family houses and duplexes assume the use of a 5/8"x3/4" meter unless supporting calculations are supplied and approved. Meter size is determined by the applicant for all uses. For four-inch (4") and greater service, the City's standard drawings and the design drawing shall be submitted showing the vault and fitting requirements, with the expected flow requirements and proposed water usage.

All water meters 2 inches and smaller shall be installed by the Public Works Department; and 3 inches and larger water meters shall be furnished (at the Contractor's cost) to the Contractor by the Public Works Department and shall be the responsibility of the Contractor to install the larger water meters.

A. Meter Boxes

Unless otherwise approved, all meter boxes must be as specified per City Standard drawings.

B. Location

When a curb and sidewalk are provided by a development or in the existing condition, the meter shall be located in the planter strip between the curb and the sidewalk.

When the planter strip does not exist, the location shall be determined in the field by Public Works personnel.

The meter shall not be located in the same vault with a backflow prevention device.

Meters shall be located at the termination of the City service line in the public right-of-way.

1. 5/8"x3/4" through two-inch meters

Installed in the right-of-way, as described in Section 2.18 B.1.

2. Three-inch and larger meters

Near the curb and in the public right-of-way to allow for easy meter reading and maintenance without entering private property. If due to constraints the meter is located on private property, then City approval and a water line easement are required. The meter and vault shall also be accessible with a crane truck to be within ten feet (10') of the installation. There shall be no obstructions within a ten-foot (10') vertical clearance from the top of the meter.

The meter, vault, and piping are to be protected from freezing, vandals, and vehicles. The area around the vault shall be sloped in such a manner to prevent storm water from ponding over the vault.

A minimum three-foot (3') clear space or more shall be provided around the vault to provide ample working space for maintenance.

C. Hydrant Meters

Water may be available for the contractor's use from approved fire hydrants upon deposit of a cash bond from the Public Works Department. Site-specific fire hydrants for Bulk Water usage may be allowed on a case-by-case basis, at the sole discretion of the Public Works Department. The contractor or developer shall request and obtain the hydrant meter and backflow assembly to use water from a specific fire hydrant at the Public Works Operations Center. All bulk water usage shall be metered and include an approved backflow assembly when required. All water usage shall be paid

by the contractor or developer prior to returning the hydrant meter and receiving the cash bond back.

2.22 MOBILE HOME PARKS

General design considerations shall conform to requirements set forth by the State Department of Human Resources, Health Division, by the Oregon State Plumbing Specialty Code (Chapter 10 and Appendixes A and E), and these design standards.

Previously-introduced requirements for public water distribution mains or service lines shall apply in the design for mobile home parks subject to approval by the State Health Division.

A. Fire Protection

Previously introduced requirements for fire hydrants shall apply for fire protection within mobile home parks subject to the following special requirements:

1. Each mobile home must be within a 200-foot radius of a fire hydrant.
2. Maximum area coverage per fire hydrant shall not exceed 160,000 square feet.
3. Minimum fire flow from each hydrant shall be 1,000 gallons per minute at 20-psi residual pressure (see Section 2.00) and maximum velocity of ten feet (10') per second in the main or as required by Oregon Fire Code and Fire District whichever is the higher flow requirement.
4. The minimum main size supplying fire hydrants shall be eight inches (8") per City standard.
5. In mobile home developments requiring more than one fire hydrant, there shall be two (2) or more connections to the main distribution system for the mains supplying the fire hydrants.

2.23 PLANNED UNIT DEVELOPMENT (PUD)

General design consideration shall conform to requirements set forth in the Oregon Plumbing Specialty Code and these design standards.

Previously-introduced requirements in the City's Design Standard for capacity, materials, grids, valves, fire protection, service lines, and meters shall also be applicable to design within PUD areas.

2.24 ABANDONING FACILITIES

The Contactor shall fill abandoned pipes 6-inches and larger with a controlled density fill (CDF), seal the open ends of all pipes, fittings, etc. that are to be abandoned with an end cap, coupling, or a concrete plug with a thickness equal to the diameter of the pipe. The Public Works Department requires that all abandoned piping be severed as close to active piping as practical.

All service lines are required to be severed at the main and for the corporation stops to be capped if not required to be removed. A 4" diameter by 4" long piece of PVC pipe is to be installed over all capped corporation stops that remain as part of abandonment. All other parts of the service lines and other appurtenances are to be cut off and removed at 24 inches minimum below finish grade.

Structures (vaults, meter boxes, etc.) shall be removed completely to eliminate conflict with any future utility improvements. Abandonment of structures shall be completed only after piped systems have been properly abandoned.

Abandoned valve boxes in pavement areas shall be cut off 24 inches below grade, removed, gravel filled, and plugged with compacted asphalt. Valve boxes outside of pavement areas shall be cut off 24 inches below grade, removed, and filled with native backfill.

The Public Works Department has first claim to any removed or abandoned water materials (valves, hydrants, fittings, etc.). The contractor shall dispose of all unwanted materials in an approved manner.

2.25 AS-BUILT DRAWINGS/DIGITAL MAPPING REQUIREMENTS

A. As-built Drawings

For the purposes of this section, as-built drawings will also mean drawings of record, record drawings, or terms indicative of an attempt to record the as-constructed state of the improvement.

Following completion of construction, the Consulting Engineer shall submit as-built drawings in the form requested by the City Engineer. As-built drawings shall be the same size and format as the construction plans. As-built drawings shall describe all revisions to the previously-approved construction plans. The Consulting Engineer shall also certify that the public improvements have been completed in accordance with the City of Oregon City Public Works Standards and Specifications to the best of his/her knowledge. (This is completed with a Certificate of Completion.) The words "As-Built Drawing" or "Record Drawing" shall appear as the last entry in the revision block along with the month, day, and year the as-built drawing was prepared.

Submission of as-built drawings shall be made within 90 days of acceptance by the

City. The cost to produce these as-built drawings shall be included in the Consulting Engineer's cost estimate for establishing the surety amount for the performance surety. Failure to submit these as-built drawings shall be grounds for withholding final release of the surety amount.

The Consulting Engineer shall provide design calculations and complete test results to the City Engineer.

All as-builts shall follow the most recent version of the City of Oregon City's "As-Built Drawing and Post Construction Survey Requirements."

The following minimum information shall be noted on water main as-built drawings:

1. Generally, the location of cleanouts, vaults, fire hydrants, blowoff assemblies, water meters, and water valves shall be shown.
2. Station and/or property line/corner to valves (not a standard location), all fittings, blow-offs, and dead-ended lines.
3. All changes from standard 36-inch depth cover. Limits shall be shown on plan with annotated reason for change. Actual pipe elevation (top of pipe) will be taken at every fitting.
4. Show alignment changes, grade changes, and changes in construction materials. If changed alignment results in station changes, a station equation shall be shown as appropriate at a value.
5. Identify types of fittings (i.e., MJ x MJ, FLG x MJ, etc.). Provide an inventory list on construction drawings for appurtenances including fire hydrants, thrust blocks, valves, blow-offs, service installations, tees, bends, tapping sleeves, air releases, and so forth.
6. Any other change altering the approved plans.
7. Actual location and depth from finish grade of street of any other utilities encountered during construction.

Provide photographs of all installed valves and fittings in place before backfill. Photographs should be provided with daily inspection reports during the course of construction.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** April 15, 2026
From: Jarrod Lyman, Communications Manager

SUBJECT:

Item 9.c. - City Seal Approval

STAFF RECOMMENDATION:

Approve the files to replace the current City Seal and direct staff to begin the process of switching to the newly approved version.

EXECUTIVE SUMMARY:

In 2025 the City Commission directed staff to begin creating a new City Seal to replace the current version. After three rounds of reviews, a final concept received support from the Commission to send to a graphic designer for final creation.

BACKGROUND:

The City Commission has asked for the creation of a new City Seal to replace the one currently in use. The original, prior seal bears a striking similarity to one now in use by a neighboring community, so a new design was sought.

Staff created some alternatives for review by the City Commission with the intent of getting approval for a proof of concept, and then forwarding the files and that concept to a professional designer for finalization. This process was chosen as a cost-saving measure as multiple rounds of designs with a contractor would incur additional costs.

After three rounds of design reviews, a concept was approved. Staff sent an RFQ to multiple designers. Julie Rea Design submitted the most favorable quote. The files were provided to the designer along with additional comments provided by the Commission after the most recent review. The attached designs are now presented to the Commission for review and possible adoption as the new City Seal.

(The color seal has been uploaded, the black and white file to be used on an embosser will be added once the file is received by the end of this week.)

OPTIONS:

1. Approve City Seal.
2. Approve City Seal with Amendments.
3. Deny City Seal and provide further direction.

BUDGET IMPACT:

Amount	\$1400
Fiscal Year(s):	2025/2026
Funding Source(s):	100-125-6016

Included in Approved Budget: Yes

Oregon City seal - revised Draft 1

Mountain, Tree line, Elevator, and Bridge redrawn.
Other elements minimally adjusted for this draft.
Bridge in particular may benefit from some shading.



GOALS AND STRATEGIES 2025-2027

Last updated 4/8/2026

42% COMPLETED

[25-27 Biennial Budget City Commission Document](#)

Goals	ASSIGNED TO	PROGRESS	START	END	April 2026 Updates
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Goal - Diversity, Equity, and Inclusion/Safe Inclusive Community

Integration of principles and values that provide for a diverse, equitable, inclusive and safe City that is welcoming for community members and visitors and strives to create an environment that supports the long-term tenure of employees.

1.1 Reducing Barriers	Human Resources	<div style="width: 10%;"><div style="width: 10%;"></div></div> 10%	7/1/2025	6/30/2027	
1.2 OC Businesses & Buy Local	HR/Ec Dev/Finance	<div style="width: 10%;"><div style="width: 10%;"></div></div> 10%	7/1/2025	6/30/2027	
1.3 Empower Staff	Human Resources	<div style="width: 25%;"><div style="width: 25%;"></div></div> 25%	7/1/2025	6/30/2027	
1.4 Internalize DEI	Human Resources	<div style="width: 25%;"><div style="width: 25%;"></div></div> 25%	7/1/2025	6/30/2027	
1.5 External Community Taskforce	Human Resources	<div style="width: 5%;"><div style="width: 5%;"></div></div> 5%	7/1/2025	6/30/2027	

Goal - Facilities & Infrastructure

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.

2.1 Pool & EOT Development Plans	Parks & Recreation	<div style="width: 20%;"><div style="width: 20%;"></div></div> 20%	7/1/2025	6/30/2027	
2.2 Community Engagement for Funding	Parks & Rec/Communications	<div style="width: 30%;"><div style="width: 30%;"></div></div> 30%	7/1/2025	6/30/2027	
2.3 Funding Lobbyist	Planning/Public Works	<div style="width: 15%;"><div style="width: 15%;"></div></div> 15%	7/1/2025	6/30/2027	
2.4 Strategic Investments in IT Advancement	IT	<div style="width: 45%;"><div style="width: 45%;"></div></div> 45%	7/1/2025	6/30/2027	

Goal - Community Engagement

Increase participation opportunities for all residents and create an informed community that participates in the public process.

3.1 Communication Techniques	Communications	<div style="width: 25%;"><div style="width: 25%;"></div></div> 25%	7/1/2025	6/30/2027	
3.2 Creation of New Public Events	Communications/Parks	<div style="width: 30%;"><div style="width: 30%;"></div></div> 30%	7/1/2025	6/30/2027	
3.3 Current Community Events	Communications/Parks & Rec/PD	<div style="width: 35%;"><div style="width: 35%;"></div></div> 35%	7/1/2025	6/30/2027	
3.4 Support CICs and NAs	Commission/Communications	<div style="width: 25%;"><div style="width: 25%;"></div></div> 25%	7/1/2025	6/30/2027	
3.5 Trail News Enhancement	Communications	<div style="width: 100%;"><div style="width: 100%;"></div></div> 100%	7/1/2025	6/30/2027	

Goal - Homelessness

Advocate for proportional resources to address homelessness and leverage partnerships to achieve equitable funding for the population being served.

4.1 Advocate for Funding	Police/City Manager	<div style="width: 33%;"><div style="width: 33%;"></div></div> 33%	7/1/2025	6/30/2027	
4.2 Identify Impacts and Solutions	Police	<div style="width: 33%;"><div style="width: 33%;"></div></div> 33%	7/1/2025	6/30/2027	
4.3 Meeting Expectations	Police/Court	<div style="width: 33%;"><div style="width: 33%;"></div></div> 33%	7/1/2025	6/30/2027	
4.4 Increased Communication	Police/Communications	<div style="width: 33%;"><div style="width: 33%;"></div></div> 33%	7/1/2025	6/30/2027	
4.5 Creative Solutions	Police/City Manager	<div style="width: 33%;"><div style="width: 33%;"></div></div> 33%	7/1/2025	6/30/2027	
4.6 Caring Place Collaboration	Court	<div style="width: 25%;"><div style="width: 25%;"></div></div> 25%	7/1/2025	6/30/2027	

4.7 Engage with Neighbors to Increase Services	City Manager	<div style="width: 33%;">33%</div>	7/1/2025	6/30/2027
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Goal - Economic Development & Tourism

Create economic development and tourism programs and opportunities to promote a healthy and sustainable local economy that supports and contributes to the surrounding neighborhoods, businesses, and visitors.

5.1 DMMO Transition and Support	Economic Development	<div style="width: 30%;">30%</div>	7/1/2025	6/30/2027
5.2 Review Process for Event Planning & Grant Applications	Economic Development	<div style="width: 60%;">60%</div>	7/1/2025	6/30/2027
5.3 Employment Lands	Economic Development	<div style="width: 35%;">35%</div>	7/1/2025	6/30/2027
5.4 Broadband Feasibility Study	Economic Development	<div style="width: 99%;">99%</div>	7/1/2025	6/30/2027
5.5 Future of the Courthouse	Ec Dev/City Manager	<div style="width: 95%;">95%</div>	7/1/2025	6/30/2027
5.6 Downtown OC Business Support & Parking Study	Economic Development	<div style="width: 90%;">90%</div>	7/1/2025	6/30/2027
5.7 Enterprise Zone & Vertical Housing Tax Credit	Economic Development	<div style="width: 90%;">90%</div>	7/1/2025	6/30/2027

Goal - Housing

Increase the availability of housing options and the construction of mixed-use commercial buildings using incentives and available public lands, with a priority of creating work force

6.1 Pre-Approved Designs	Planning	<div style="width: 5%;">5%</div>	7/1/2025	6/30/2027
6.2 Discontinue Center Street Property Use	PW - Engineering	<div style="width: 35%;">35%</div>	7/1/2025	6/30/2027
6.3 Investigate Potential Uses of Center Street Property	PW - Engineering	<div style="width: 15%;">15%</div>	7/1/2025	6/30/2027
6.4 Inclusionary Zoning and Vertical Housing Tax Credit	Economic Development	<div style="width: 50%;">50%</div>	7/1/2025	6/30/2027
6.5 Implement Tiered SDCs	PW - Engineering	<div style="width: 30%;">30%</div>	7/1/2025	6/30/2027
6.6 Supportive Infrastructure Funding	Planning/PW - Engineering	<div style="width: 60%;">60%</div>	7/1/2025	6/30/2027
6.7 Public Land Use for Workforce Housing	Economic Development	<div style="width: 2%;">2%</div>	7/1/2025	6/30/2027

Goal - Park Lands & Natural Resources

Protect and preserve our environment and natural resources for a healthy, sustainable community.

7.1 Adopt a 5-Year CIP	Parks and Recreation	<div style="width: 50%;">50%</div>	7/1/2025	6/30/2027
7.2 Bee City USA Recognition	Parks and Recreation	<div style="width: 35%;">35%</div>	7/1/2025	6/30/2027
7.3 Maintain Tree City USA Status	Parks and Recreation/Planning	<div style="width: 100%;">100%</div>	7/1/2025	6/30/2027
7.4 Grant-fund Tree Canopy Assessment	Parks and Recreation/Planning	<div style="width: 35%;">35%</div>	7/1/2025	6/30/2027
7.5 Clackamette Park Boat Ramp and Improvements	Parks and Recreation	<div style="width: 25%;">25%</div>	7/1/2025	6/30/2027

GOALS AND STRATEGIES 2023-25 Rolled over (not reassigned)

2.6 Assess the Communication Infrastructure and Equipment (from 2021/23)	Economic Development	<div style="width: 99%;">99%</div>		
6.1 Expand Housing Choices & Develop a Housing Strategy	Planning	<div style="width: 90%;">90%</div>		

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	Human Resources	Current Date:	April 1 st , 2026
Percentage Complete:	10%	Target Completion Date:	June 30 th , 2027
<p>GOAL: CREATE A DIVERSE, EQUITABLE, INCLUSIVE, AND SAFE COMMUNITY AND WORKPLACE – Integration of principles and values that provide for a diverse, equitable, inclusive, and safe City that is welcoming for community members and visitors and strives to create an environment that supports the long-term tenure of employees</p> <p>PRIORITY: Identify methods to reduce barriers for community members to participate in city processes and to increase access to city services and programs</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <p>~ No Update ~</p> <p>Staff anticipate launching an initiative in the late Spring of 2026. Staff plans to Survey the Community and ask community members about their involvement in and utilization of city programs and services.</p> <p>The goal is to better understand who is currently participating in the various programs and services and just as importantly, who is not. The survey will explore barriers that may be preventing broader participation.</p> <p>Staff anticipates gathering information about varying departments and programs such as Parks facilities, Recreation programs, Community concerts and cultural events, Commission meetings, community development, planning processes, etc.</p> <p>Data is the best way to have an impact on improving participation.</p> <p>As part of this process, the city will ask a set of baseline questions, such as:</p> <ul style="list-style-type: none"> • Who is currently participating in City and who wants to but is not currently? • What programs and services are you most interested in? • What are the barriers? <p>Collecting and analyzing this data will help guide future policy decisions, program development, and resource allocation, with the goal of reducing barriers and expanding access for community engagement Citywide.</p>			

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	Economic Dev & Human Resources	Current Date:	March 11 th , 2026
Percentage Complete:	10%	Target Completion Date:	April 30 th , 2026
<p>GOAL: CREATE A DIVERSE, EQUITABLE, INCLUSIVE, AND SAFE COMMUNITY AND WORKPLACE – Integration of principles and values that provide for a diverse, equitable, inclusive, and safe City that is welcoming for community members and visitors and strives to create an environment that supports the long-term tenure of employees</p>			
<p>PRIORITY: Find methods to encourage Oregon City-based businesses to take part in City procurement processes and to prioritize buying local</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <p>The creation of a small business vendor list for eligible Oregon City businesses seeking to conduct commerce with Oregon City Municipal Government. (January 2026)</p> <p>A draft set of guidelines will be crafted by staff for internal review.</p>			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • Met with Assistant City Manager and Human Resources to discuss the formation of a small business procurement program. • Economic Dev Staff met to discuss future program guidelines and procedures. • No update 			

2025-2027 Commission Goals and Strategies

Job Category



April 2026 Update			
Department Contact:	Human Resources	Current Date:	April 1 st , 2026
Percentage Complete:	25%	Target Completion Date:	June 30 th , 2027
<p>GOAL: CREATE A DIVERSE, EQUITABLE, INCLUSIVE, AND SAFE COMMUNITY AND WORKPLACE – Integration of principles and values that provide for a diverse, equitable, inclusive, and safe City that is welcoming for community members and visitors and strives to create an environment that supports the long-term tenure of employees</p> <p>PRIORITY: Empower staff to identify, implement, and operationalize the principles of a diverse, equitable, safe, and inclusive workplace</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <p>The initiatives and projects supporting this priority and goal are ongoing and continual throughout the biennium. Staff completed an RFP and selection process to identify a professional facilitator and consultant. The City entered into an agreement and began working with Triangle Advising (Lamont Browne) on February 1, 2026.</p> <p>Lamont and staff have been meeting and scheduling activities to support the goals. Lamont is scheduled to provide professional training and facilitation of three programs:</p> <ul style="list-style-type: none"> • City Engagement and Leadership Workgroup • Aspiring Leaders Cohort • Training: Leadership Training and All Staff Trainings <p>All three initiatives directly support this priority to Empower staff to identify, implement, and operationalize the principles of a diverse, equitable, safe, and inclusive workplace.</p> <p>12 different sessions have been scheduled over the next six months, through September.</p> <p>Aspiring Leadership Cohort Session 1 - Tuesday, May 12, 2026 Session 2 - Tuesday, June 9, 2026 Session 3 - Tuesday, July 14, 2026</p> <p>Engagement and Leadership Workgroup Session 1 - Tuesday, May 12, 2026 Session 2 - Tuesday, June 9, 2026 Session 3 - Tuesday, July 14, 2026</p>			

Leadership training

Leaders	Wednesday, September 9	12:00 - 2:00	Supervising with and for Excellence
Staff	A: Monday, September 14 B: Monday, September 14 C: Tuesday, September 15 D: Tuesday, September 15	2:00 - 4:00 6:00 - 8:00 9:00 - 11:00 12:00 - 2:00	Understanding the New Performance Evaluation System
Leaders	Wednesday, September 23	12:00 - 2:00	Conducting Effective Evaluations

Status: (what has been done/is being done)

Update:

A Request for Proposals (RFP) to solicit professional facilitation was issued on October 27. The RFP was distributed through the City's standard procurement channels to ensure broad and competitive outreach. The City received seven (7) proposals from qualified firms by the submission deadline.

Five staff members representing multiple departments independently reviewed and evaluated the proposals using established criteria outlined in the RFP, including relevant experience, proposed approach and objectives, qualifications of key personnel, and cost considerations. Based on the initial scoring, two firms were identified as finalists.

The finalists were invited to participate in interviews and provide formal presentations to the evaluation panel. These presentations allowed staff to further assess each firm's facilitation approach, understanding of the City's needs, and ability to effectively engage stakeholders. Following the interviews, final scoring was completed, and Triangle Advising was identified as the highest-ranked firm.

Staff are currently working to draft a professional services agreement and negotiate final scope and cost terms. Once finalized, the agreement will be brought forward for Commission approval.

2 Key deliverables:

1. Facilitate and strategic support for the City's DEI Employee Workgroup
2. Design and delivery of staff training and leadership development which aligns with both the DEI priority and the recommendations outlined in the Stay Survey Action Plan.

The projects will include initiatives such as:

- Aspiring Leaders Cohort
An investment in identifying and developing future leaders within the organization, particularly individuals from underrepresented groups who demonstrate potential for leadership roles.
- Leadership training

Focused on equipping current and emerging leaders with the skills and understating necessary to lead inclusiveness, support diverse teams, and advance the values across departments.

- All staff training
Organization-wide sessions designed to build foundational knowledge around:
- Unconscious and implicit bias
- Empathy in the workplace
- Belonging
- Tools for inclusive communication and collaboration

2025-2027 Commission Goals and Strategies

Job Category



April 2026 Update			
Department Contact:	Human Resources	Current Date:	April 1 st , 2026
Percentage Complete:	25%	Target Completion Date:	June 30 th , 2027
<p>GOAL: CREATE A DIVERSE, EQUITABLE, INCLUSIVE, AND SAFE COMMUNITY AND WORKPLACE – Integration of principles and values that provide for a diverse, equitable, inclusive, and safe City that is welcoming for community members and visitors and strives to create an environment that supports the long-term tenure of employees</p> <p>PRIORITY: Strive to internalize DEI into the organization and reduce the long-term need for consultant assistance to successfully continue and expand workplace advancements, education, and training</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <p>The supporting initiatives and projects remain ongoing and continual throughout the biennium. Staff recently completed an RFP process and identified Triangle Advising Group to serve as facilitator and trainer.</p> <p>Staff expect to start meeting with facilitator late January.</p> <p>This facilitator will support the City's DEI Employee Workgroup and assist in the continued implementation of training and planning deliverables aligned with the Stay Survey Action Plan.</p>			
<p>Status: (what has been done/is being done)</p> <p>The project continues to move forward as planned. The Request for Proposals (RFP) process has been completed, and Triangle Advising has been selected as the consulting partner to support this work. Initial planning meetings are underway, and session schedules have been confirmed.</p> <p>The Engagement and Leadership Workgroup has been formed with 18 members representing all departments and levels across the organization. This group will play a central role in building internal leadership capacity and advancing key DEI initiatives.</p> <p>Workgroup Session Schedule</p> <ul style="list-style-type: none"> • Session 1: Tuesday, May 12, 2026 • Session 2: Tuesday, June 9, 2026 • Session 3: Tuesday, July 14, 2026 <p>Meetings begin in May and will focus on developing shared understanding, supporting organizational culture change, and strengthening leadership skills that reinforce equity and inclusion.</p> <p>The City Employee DEI Workgroup continues to explore concepts and build internal leadership capacity. Members are actively engaged in developing initiatives that support a more inclusive, equitable, and welcoming environment for all community members, visitors, and employees.</p> <ul style="list-style-type: none"> • Employee DEI Workgroup – Structure and Leadership • Stay Survey Action Plan 			

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	Human Resources	Current Date:	April 1 st , 2026
Percentage Complete:	5%	Target Completion Date:	June 30 th , 2027
<p>GOAL: CREATE A DIVERSE, EQUITABLE, INCLUSIVE, AND SAFE COMMUNITY AND WORKPLACE – Integration of principles and values that provide for a diverse, equitable, inclusive, and safe City that is welcoming for community members and visitors and strives to create an environment that supports the long-term tenure of employees</p> <p>PRIORITY: Work with the External Community DEI taskforce to increase involvement and engagement with the community</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> 			
<p>Status: (what has been done/is being done)</p> <p>No update -</p> <p>July 8, 2025, the City Commission met in a Work Session to discuss and consider the future of the DEI Task Force.</p> <p>During the discussion, Mayor McGriff and Commissioner Marl expressed an interest in meeting with current Task Force members to furth explore next steps and gather input.</p> <p>City staff is prepared to support and assist in the coordination of future meetings.</p>			

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	Scott Archer	Current Date:	March 31 st , 2026
Percentage Complete:	20%	Target Completion Date:	April 30 th , 2027
<p>GOAL: INVEST IN CITY FACILITIES AND INFRASTRUCTURE – 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</p> <p>PRIORITY: Create development plans for the Oregon City Pool and End of the Oregon Trail Museum that reflect a community-supported vision for the future location and costs to update or reconstruct the facilities</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <p>RFP Released August 6, 2025 Questions Due August 26, 2025 Proposal Due September 17, 2025 @ 3 p.m. Staff Review of Proposals September 17 – October 17, 2025 Contract Negotiations October 28, 2025 – January, 2026 Contract Award at City Commission February 18, 2026 Aquatics Project Kick-off March 10, 2026 EOT Project Kick-off March 20, 2026 Initial Research and Planning will continue through Spring 2026 Community Engagement opportunities will kick off Summer 2026</p>			
<p>Status: (what has been done/is being done)</p> <p>RFP was advertised beginning August 6, 2025. Proposals were received on September 17th for review. Five qualified proposals were received. A selection committee was formed to review each proposal. The selection committee included individuals from the Parks & Rec staff team, the City Manager’s Office, Facilities, PRAC, End of the Oregon Trail/CHP, and Economic Development. Interviews were scheduled for the top three proposers, based on the selection committee’s scoring. Finalist interviews were held on October 28th and a preferred consultant was selected. Parks and Recreation staff are currently negotiating the scope of work and fee proposal with the preferred consultant. We are hoping to bring a contract for City Commission approval in late January-early February.</p> <p>Parks and Recreation staff have attended several community meetings to introduce and discuss the upcoming public engagement efforts, including neighborhood association meetings, the Youth Advisory Committee, and PRAC’s annual update to the City Commission. We held updates for this project as part of the Pool’s 60th Birthday Party in January.</p> <p>Now that a contract has been executed, both project components have begun with initial research and project refinement. Community engagement planning is starting, with a goal of holding events this summer.</p>			

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	Jarrold Lyman/Scott Archer	Current Date:	March 31 st , 2026
Percentage Complete:	30%	Target Completion Date:	June 30 th , 2027
<p>GOAL: INVEST IN CITY FACILITIES AND INFRASTRUCTURE – 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</p> <p>PRIORITY: Increase community engagement, education, and outreach about the need for new funding sources to maintain, update, and expand parks and recreation facilities</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • Several community engagement opportunities related to the Clackamette Park and Aquatics Center/EOT design projects are being planned for late spring into the Summer 2026 season • OC Fall Fest, on October 4th, was a huge success! There were lots of great opportunities for community engagement about funding sources • The 60th birthday event for the Oregon City Swimming Pool on January 24th, 2026 was well attended! • We will continue distributing community outreach materials at Concerts in the Park, First City Celebration, and other community events 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • Developed outreach materials for Parks projects and updates to be used at events city-wide • Incorporated robust community engagement into the scopes of work for Clackamette Park and Aquatics Center/EOT design projects. Each project includes several engagement opportunities • Incorporated an outreach table at OC Fall Fest • Attended neighborhood association meetings and city committee meetings to inform the community about upcoming projects • Utilized the 60th birthday event for the Oregon City Swimming Pool as an opportunity to kick off public engagement for the conceptual design of a new Aquatics and Recreation Center. • Community engagement plans are being developed for Clackamette Park, End of the Oregon Trail, and the new Aquatics and Recreation Center. • Staff have produced a new Parks and Recreation Guide to supplement the monthly Trail News publication. 			

2025-2027 Commission Goals and Strategies

Job Category



April 2026 Update			
Department Contact:	Dayna Webb/Kelly Hart	Current Date:	March 16 th , 2026
Percentage Complete:	15%	Target Completion Date:	June 30 th , 2027
<p>GOAL: INVEST IN CITY FACILITIES AND INFRASTRUCTURE – 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</p> <p>PRIORITY: Consider lobbyist support to identify and secure federal, state, county, and regional funding and grants for needed transportation, water, sewer, and stormwater infrastructure investments and to influence Legislative actions that impact the City</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • Reviewing and refining City legislative priorities related to facilities and infrastructure funding • Developing a legislative plan for the City, including a legislative calendar, a legislative platform process, and training for key staff in preparation for the long session. • Aligning advocacy efforts with anticipated state and federal funding opportunities. 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • Held initial meetings with Public Works leadership to discuss: <ul style="list-style-type: none"> ○ Infrastructure needs and project scope ○ Funding gaps and potential grant opportunities ○ Legislative issues impacting transportation, water, sewer, and stormwater systems • Submitted Capital Funding Request for lottery bond funding for Hwy 213/Beavercreek intersection • 2026 Short session bill tracking for infrastructure and other key areas of interest for the City. • Kelly Hart and Dayna Webb collaborated to prepare public testimony in support of the capital funding request. • Held meetings with Senator Meek and his Chief of Staff for sponsorship of the City’s funding request. 			

2025-2027 Commission Goals and Strategies

Job Category



April 2026 Update			
Department Contact:	Michael Dobaj	Current Date:	April 1 st , 2026
Percentage Complete:	See below for % Complete, some projects Ongoing	Target Completion Date:	June 30 th , 2027
<p>GOAL: INVEST IN CITY FACILITIES AND INFRASTRUCTURE – 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</p> <p>PRIORITY: Strategically invest in Information Technology Systems that can keep pace with technological changes and advances, such as Artificial Intelligence, while providing an accessible, safe, and secure Information Technology Environment</p> <p>Note:</p> <p>The daily operation of IT is to maintain a safe, secure and accessible environment. The projects listed below are items that IT is implementing to improve security, improve / update internal or public services and keep ahead of technical dept as much as budget and staff resources allow.</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • Tyler Technologies applications migration to their hosted environment. 55% • Microsoft Teams Migration 99% • Transition of City domain to oregoncityor.gov 10% • AI policy deployment with staff training 99% • Bring Your Own Device (BYOD) Policy deployment. <ul style="list-style-type: none"> Exempt BYOD 100% Non-Exempt BYOD 50% Android MDM 100% Apple MDM 50% • Replace VMWare infrastructure with Nutanix. 50% • Deploy security tool, Cloudflare which is a Web Access Firewall. 25% • Replace all old Wireless Access Points. 100% 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • Tyler Migration to Hosted <ul style="list-style-type: none"> ○ Tyler Technologies have started building the SaaS applications and have begun building the City’s environments in their hosted location. The following are updates on this progress: 			

- Tyler Time – In order for us to move this application to their hosted environment we need to change the applications connection to the City and what password users are using to login. This change has been communicated to all staff, and the change will happen on Friday April 3rd at around 6:00 PM. Once this change is completed staff will be able to continue to login after this application is moved to their hosted environment.
 - After this application has been moved to hosted, we will implement a version upgrade to the latest version around September 2026.
 - Tyler Content Manager
 - All files that were in the cities database have been moved to their hosted database. All new files being added are automatically being placed in their hosted database and the cities database has been shrunk to accommodate being able to move the rest of the data during go-live on May 15th.
 - Parallels Install
 - A new application called Parallels is needed for City staff to connect to and use ERP Pro 10 and Municipal Justice. This application has been installed on all needed workstations, and the connection details are being worked on.
 - Enterprise Permitting and Licensing
 - Hosted environment is currently being built. We expect to have access to this new environment in the next two weeks so City staff can begin testing
 - Current go-live date is scheduled to begin Friday May 15th after 7:00 PM. The data transfer will take all weekend and into Monday to complete. Staff are expected to begin the testing of our new environment on Monday May 18th. The rest of the staff are expected to be able to login and begin work on Tuesday May 19th with Tyler Technologies supplying instant support for 1 week after go-live for any issues that arise.
- **Teams Migration**
 - All departments except Police have fully migrated to Teams and are operating fully in Teams. Users are still learning how to share files with other City staff as well as externally as well as still learning all the Office 365 features that are now available. This migration has been successful, and staff are now able to utilize features such as better collaboration by editing the same file at the same time. Being able to recover a previous version without IT Support and organize files in a better more structured view and manage access to those files.
- **Domain change to .gov**
 - IT needed to clean up old servers and infrastructure to be able to upgrade our Active Directory version before we can begin this project. We have been able to remove those old servers and improve the processes those servers were performing by migrating those servers to Azure. IT is now reviewing the needed requirements to upgrade our Active Directory to make sure we are ready for that process. Once we upgrade our Active Directory version, we will be able begin this project as well as migrating all City workstations to Intune management.

- **AI policy**
 - AI Policy completed and has been sent to staff. Staff AI Training is in progress and approved AI application list has been created on the cities Intranet. This will be a continuous process as we continue to refine our policy and learn more about how the City will be using AI and how we can keep the City and citizen data safe. This project includes building a Data Governance committee, building an AI risk matrix and determining data classifications not only for AI data policies but to help with record retention and overall data maintenance.

- **Bring Your Own Device Policy**
 - The BYOD management policy was completed and added to the management handbook. The Intune MDM policy build for Android devices is complete and the Apply policy is being reviewed and changed. We need to clean up only policies so we can design an updated policy to properly manage Apple devices. This will include building a Windows policy as well to being to manage all City devices in the City's Intune application as a Cloud First model.

- **Infrastructure Replacement (Nutanix)**
 - Due to the licensing cost of our current City-wide infrastructure application, VMWare, as well as the cost of replacing our hardware that is past its normal useful life it was decided the City needed to determine a viable alternative. The solution IT decided on after researching to find the best solution as well as discussing what other cities are using, is a well-reviewed solution called Nutanix. This solution will replace our current old hardware as well as supply a new hypervisor application that is easy to use, extremely stable and less expensive. This new solution will allow City IT to take over maintenance; server builds and support from our current MSP which will also save the City money to be able to continue to invest in IT systems. The new Nutanix hardware is ordered and expected to arrive in the first part of June 2026 with an installation and migration of our current environment to Nutanix July / August 2026. Our current City-wide infrastructure hardware is showing signs of failure but is expected to continue to operate and support City services until the new environment is in place and operational.

- **Cloudflare Deployment**
 - This is a project to continue the ongoing effort to improve cybersecurity for public access to City web services such as GIS. At one of the IT conferences I went to, a county IT director informed me of a solution, free to government agencies, from a company called Cloudflare. Cloudflare is a highly reviewed company that offers Web Access Firewalls, WAF's, to protect the agencies web services by placing a firewall between the web service and the public. They scan and help prevent bad actors from being able to access those services and compromise them. This is a tool that we would not be able to afford but due to the program this company is offering we are able to implement at no cost. We now have access to this new tool and our domain "orcity.org" has been moved to the City's new registrar. The next steps are to move the City's DNS to Cloudflare then begin to build the Web Access Firewall rules to continue the ongoing effort to improve the City's cybersecurity posture.

- Replace all old wireless access points
 - I am happy to announce that this project is complete and the City now has better control over our wireless services. This will allow us to change how the public and staff connect to wireless to be simpler for the public and more secure for staff. The library also now has City wireless for staff to be able to utilize as needed. The library has never has City wireless so this is a big move to not only support library staff but to allow other staff to utilize library rooms if needed.

2025-2027 Commission Goals and Strategies
Job Category



April 2026 Update			
Department Contact:	Jarrold Lyman	Current Date:	March 30 th , 2026
Percentage Complete:	Ongoing	Target Completion Date:	June 30 th , 2027
<p>GOAL: INCREASE COMMUNITY ENGAGEMENT OPPORTUNITIES – Increase participation opportunities for all residents and create an informed community that participates in the public process.</p> <p>PRIORITY: Increase the material and content on the City’s website and social media channels, as well as the methods by which they are produced and delivered, to maximize the information provided in a short and concise manner, including possible expanded use of video</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <p>Fine tuning the process of content sharing between Trail News and E-Trail News. What goes in both, vs. what goes in only one.</p>			
<p>Status: (what has been done/is being done)</p> <p>Staff time has been devoted to Trail News, now that the process is beginning to settle in, more effort can be placed on generating new video content again.</p>			

2025-2027 Commission Goals and Strategies

Job Category



April 2026 Update			
Department Contact:	Scott Archer/Thomas Kissinger	Current Date:	March 31 st , 2026
Percentage Complete:	30%	Target Completion Date:	June 30 th , 2027
<p>GOAL: INCREASE COMMUNITY ENGAGEMENT OPPORTUNITIES – Increase participation opportunities for all residents and create an informed community that participates in the public process</p>			
<p>PRIORITY: Expand community engagement and participation opportunities through the creation of new public events and programs such as community open houses, forums, surveys, and town halls</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • Parks & Rec staff implemented a new community event, OC Fall Fest, on October 4th, 2025. This event had vendor booths, community organizations, and opportunities for City departments to engage the community. The event was well attended and received well by the community! • Parks & Rec staff planned a 60th birthday party for the Oregon City Swimming Pool, which celebrates this landmark in 2026. We plan to utilize this fun and engaging event as a kickoff to the planning process for the future Recreation & Aquatics Center project. The event was held on January 24, 2026. It was a great event with lots of attendees! • Community engagement and participation opportunities are a key component of the scope of work for the Clackamette Park and Recreation & Aquatics Center/End of the Oregon Trail projects. Our project teams will utilize new and innovative community events to spread the word about these projects and solicit feedback from the community. A contract has been executed for the Clackamette Park project, with upcoming opportunities for community engagement. A contract has been executed for the Recreation & Aquatics Center/EOT project. Community Engagement planning is now occurring for all three projects. 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • The Parks & Rec Dept have continued to coordinate and grow our popular long-standing community events including Concerts in the Park and Movies in the Park. These events have evolved and grown over time. Staff continue to look for ways to improve upon the success, thus expanding our connection and engagement with our community. • The annual 4th of July event was reinstated in 2024 after years of hiatus. • The annual National Night Out event is led by the Police Department and supported by multiple departments in the city. • Staff worked with several City departments and sponsors to produce a new community event, OC Fall Fest, which took place on October 4, 2025. This event provided new opportunities to engage with and educate the community in a fun, family-friendly format. • Staff worked with local partners to reinstitute the Historic Cemetery Tours, which will take place at Mountain View Cemetery on the evening of October 4th, 2025. This event provided the community with an opportunity to explore and engage with our historic Pioneer Cemetery. This event was well attended and appreciated by the community • Community engagement was a key focus for the Clackamette Park and Recreation & Aquatics Center/ EOT project scopes of work. Proposers were asked to consider how community events 			

and education opportunities could effectively be utilized to gather support and input on these projects.

- Staff are working to improve communications related to parks projects, including a redesigned parks project website with associated marketing materials to help inform the community of upcoming and in-progress projects.

2025-2027 Commission Goals and Strategies

Job Category



April 2026 Update			
Department Contact:	Jarrold Lyman	Current Date:	March 30 th , 2026
Percentage Complete:	35%	Target Completion Date:	June 30 th , 2027
<p>GOAL: INCREASE COMMUNITY ENGAGEMENT OPPORTUNITIES – Increase participation opportunities for all residents and create an informed community that participates in the public process</p> <p>PRIORITY: Utilize community events, such as Concerts in the Park, National Night Out, and others to increase community education and engagement</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <p>Ivy League events have been scheduled for May, June and September. Application for First City Celebration has been submitted. Working with Parks staff to determine the best way to collaborate for Concerts series.</p> <p>Upcoming Events:</p> <p>Leaps and Bounds Easter Egg Hunt- April 4 Teddy Bear Parade- May 2 City Memorial Day Event- May 25 OC Library’s Touch a Truck Event- July 8 OCPD Youth Summer Camp- July 20-24 First City Celebration- July 25</p>			
<p>Status: (what has been done/is being done)</p> <p>First event of the season, Spring Forward, was held in March.</p> <p>OCPD Citizen’s Academy - 10-week OCPD Citizen’s Academy completed March 10, 2026, with 15 graduates.</p> <p>Continuing internal planning and coordination for department hosted events that will occur during the summer months.</p>			

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	Jarrold Lyman	Current Date:	April 2 nd , 2026
Percentage Complete:	25%	Target Completion Date:	June 30 th , 2027
<p>GOAL: INCREASE COMMUNITY ENGAGEMENT OPPORTUNITIES – Increase participation opportunities for all residents and create an informed community that participates in the public process</p> <p>PRIORITY: Continue to support the Citizen Involvement Committee and Neighborhood Associations and strive to identify methods to increase community involvement and improve communication with the City Commission</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • Staff have been communicating with a new contact in the Rivercrest neighborhood who have expressed an interest in reactivating the association. Rivercrest is the last remaining inactive neighborhood. Resources and assistance will continue to be provided in an effort to reactivate the group. • Eleven of the twelve neighborhood association resolutions have been located and cleaned up in preparation of displaying them in the Community Room at Community Development, where the majority of the associations meet. The last remaining resolution is Two Rivers, which staff are attempting to locate. Because this resolution was made several years later than the others, it was not located with the other resolutions. • The CIC will be having a work session on Monday, April 6, to go over their goals and ensure alignment with the City Commission Goals. 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • Improvements have been made to the Mt. Hood Room AV system to enable CIC meetings to once again be held in the facility, with improved audio. • The new monthly Trail News format allows for the associations to use that for meeting announcements, saving the City money on the postcard mailings. • The CIC recently had their annual report to the City Commission, where the Chair provided an update on the CIC’s progress over the past year. • 			

2025-2027 Commission Goals and Strategies
Job Category



April 2026 Update			
Department Contact:	Jarrold Lyman	Current Date:	March 30 th , 2026
Percentage Complete:	100%	Target Completion Date:	September 30 th , 2026
<p>GOAL: INCREASE COMMUNITY ENGAGEMENT OPPORTUNITIES – Increase participation opportunities for all residents and create an informed community that participates in the public process</p> <p>PRIORITY: Investigate opportunities and costs to enhance Trail News and focus on more up to date material and information that is produced on a more regular basis</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <p>Trail News process will continue to be refined as a routine is settled on.</p>			
<p>Status: (what has been done/is being done)</p> <p>The new format has been finalized, and the third issue is currently in residents’ hands.</p>			

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	Shaun Davis/Kelly Hart	Current Date:	March 16 th , 2026
Percentage Complete:	33%	Target Completion Date:	On-going
<p>GOAL: REDUCE HOMELESSNESS IN OREGON CITY – Advocate for proportional resources to address homelessness and leverage partnerships to achieve equitable funding for the population being served</p> <p>PRIORITY: Advocate for proportional federal, state, regional, and county funding to address the impacts on the community and to provide adequate local services to support the demands created by increased housing and social services</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> Review previous years’ statistics to identify specific impacts on the department that will help us advocate for county, regional, and state funding opportunities. Work with Kelly Hart on lobby support at the state legislature specifically to identify possible state and regional funding sources. See Commission Goal 2.3 for general updates on lobbying plan for City. 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> Since July 1, we have spent \$23,390.49 of MEG funds with an additional \$10,024.50 of matching PD funds for camp clean-ups. Our contractor has cleaned up over 25 camps, spent 437 hours cleaning up camps, and dumped 46,620 pounds of trash at Metro. Since July 1, Code Enforcement has picked up 35 bags of trash and picked up 120 shopping carts across 84 different locations. They have also cleaned 3 locations that contained graffiti. Applied for and was awarded \$40,000 for the Metro Enhancement Grant for PD/Code project: Keep OC Clean (Homelessness Cam Cleanup/Graffiti Removal/Shopping Car Pickup) Applied for and was awarded \$40,000 for the Metro Enhancement Grant for PD/Code project: Keep OC Clean (Homelessness Cam Cleanup/Graffiti Removal/Shopping Car Pickup) Tracked 10 public safety related bills during the 2026 short session. Submitted a Community Initiated Projects grant through Wyden/Merkley and Bynum’s offices for COPS grant funding for direct appropriations Conducted an initial meeting with Senator Wyden’s office to obtain an understanding of the funding review process. Requested additional meetings with elected officials present. 			

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	Shaun Davis	Current Date:	March 31 st , 2026
Percentage Complete:	33%	Target Completion Date:	On-going
<p>GOAL: REDUCE HOMELESSNESS IN OREGON CITY – Advocate for proportional resources to address homelessness and leverage partnerships to achieve equitable funding for the population being served</p> <p>PRIORITY: Work with business partners downtown, Clackamas County, and non-profits to address existing impacts and identify solutions, especially the impacts associated with the existing after-hours and weekend homeless service gaps</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • Continue monthly DOCA meetings and coordination with Love One and our HOS • Review previous years’ statistics to identify specific impacts on the department that will help identify possible additional partners that can help provide resources. 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • Mayor, City Manager, and Chief of Police met with Love One to discuss housing/shelter needs. • Since codified, there have been 3 individuals who were served notices of exclusions from the Downtown Core Area. • Prepared and presented an Exclusion Zone Ordinance to City Commission. The exclusion zone ordinance was passed by a unanimous vote and goes into effect on January 2, 2026. • Chief Davis meets monthly with DOCA Director Juliana Allen to share information and work to identify solutions to reduce the impacts associated with homelessness in the downtown area. • The PD coordinates with Love One and our Homeless Outreach Specialist to identify homeless individuals that need outreach and resources. 			

2025-2027 Commission Goals and Strategies

Job Category



April 2026 Update			
Department Contact:	Shaun Davis	Current Date:	March 31 st , 2026
Percentage Complete:	33%	Target Completion Date:	On-going
<p>GOAL: REDUCE HOMELESSNESS IN OREGON CITY – Advocate for proportional resources to address homelessness and leverage partnerships to achieve equitable funding for the population being served</p> <p>PRIORITY: Provide for social services while utilizing enforcement as needed to meet community members and businesses expectations for a safe and inviting City</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • Our BHU continues to provide key mental health services to the homeless community and work with community partners to provide resources as needed. • Evaluate the newly approved downtown core exclusion zone and report back to the Commission. 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • BHU is part of the Clackamas County O.W.L.S Crisis Intervention Team (CIT). This is a multidisciplinary partnership that is to enhance community-based crisis response by bringing together professionals from multiple disciplines who provide direct services to individuals experiencing behavioral crisis. The team meets quarterly. • Since codified, there have been 3 individuals who were served notices of exclusions from the Downtown Core Area. • BHU trained all non-sworn office staff in PD and Code Enforcement on deescalation. • Prepared and presented Exclusion Zone Ordinance to City Commission which was passed by a unanimous vote. Ordinance goes into effect on January 2, 2026. • Worked with City Prosecutor and municipal court on future Caring Court • We utilize our Love One Homeless Outreach Specialist to provide social services and outreach to homeless individuals our staff encounter. • Had a Work Session with the Commission on Exclusions Zones at the 09/09/25 Work Session. Staff were provided with directions to move forward with an Exclusion Zone ordinance and bring back to a future Commission Meeting. • Our BHU continues to provide mental health services to the homeless community as needed. 			

2025-2027 Commission Goals and Strategies
Job Category



April 2026 Update			
Department Contact:	Shaun Davis	Current Date:	March 31 st , 2026
Percentage Complete:	33%	Target Completion Date:	On-going
<p>GOAL: REDUCE HOMELESSNESS IN OREGON CITY – Advocate for proportional resources to address homelessness and leverage partnerships to achieve equitable funding for the population being served</p> <p>PRIORITY: Increase communication about the services, resources, and the role of the City and steps that are being taken to address homelessness in the community</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> Continue to identify communication needs and share information about services and resources available to address homelessness in the community. 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> Did article in Trail News Article and news stories on the CEZ. Created a one-page information flyer about the new Downtown Exclusion Zone Ordinance. This was shared with DOCA, downtown businesses, and the Father’s Heart. Placed new Exclusion Zone Ordinance information on City’s website. Chief Davis meets monthly with DOCA President Juliana Allen to share information and create solutions with homelessness related calls in the downtown area. 			

2025-2027 Commission Goals and Strategies
Job Category



April 2026 Update			
Department Contact:	Shaun Davis	Current Date:	March 31 st , 2026
Percentage Complete:	33%	Target Completion Date:	On-going
<p>GOAL: REDUCE HOMELESSNESS IN OREGON CITY – Advocate for proportional resources to address homelessness and leverage partnerships to achieve equitable funding for the population being served</p> <p>PRIORITY: Continue to be a regional leader in identifying and implementing creative solutions and partnerships to reduce homelessness and its impact on the community</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> Review previous years’ statistics to identify specific impacts on the department that will help us identify potential solutions and partnerships. 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> Through the Clackamas County City-Led Initiative Grant, Love One was awarded a grant to hire a Homeless Outreach Specialist for Oregon City. We coordinate with Love One and our Homeless Outreach Specialist to identify homeless individuals that need outreach and resources. 			

2025-2027 Commission Goals and Strategies

Job Category



April 2026 Update			
Department Contact:	Aubrey Sorensen/Matt Zook	Current Date:	March 26 th , 2026
Percentage Complete:	25%	Target Completion Date:	June 30 th , 2027
<p>GOAL: REDUCE HOMELESSNESS IN OREGON CITY – Advocate for proportional resources to address homelessness and leverage partnerships to achieve equitable funding for the population being served</p> <p>PRIORITY: Strive to embed the Oregon City Support Services Community Court into the proposed Caring Place facility to consolidate supportive services into one location</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • March 2026: Post position for defense attorney (2 yr contract) • April 2026: Recidivism and demographic report added to Caring Court website • May 2026: Meet with Bearing Construction to discuss building security at the Caring Place • June 2026: Renew 1 yr contract with prosecutor, and 2yr contract for attorney 			
<p>Status: (what has been done/is being done)</p> <p>Follow up:</p> <ul style="list-style-type: none"> - Caring Court staff have continued to engage in Trauma Informed training and have completed 2/8hours. This is ongoing and will occur every quarter. -The sixth month recidivism and demographics report is ready and will be posted on the Caring Court webpage after 04/01/2026. -Caring Court is still working on a mental health treatment plan for participants. NAMI is providing limited peer support but has not had the capacity to add a support group with current employee turnover. <p>After six months, Caring Court is making a real difference in people’s lives, and you can feel that impact in the courtroom each week. We’ve celebrated 15 graduates so far and are currently walking alongside 30 active participants—many of whom are navigating significant challenges like houselessness, substance use, and mental health needs. What stands out most is the level of engagement: participants are showing up, with a 90% attendance rate. We’re watching people begin to stabilize—getting into housing, connecting with treatment, and other resources. It’s been incredibly rewarding to see the trust building between participants and the Caring Court team, and it’s clear that Caring Court is becoming a place where real change is possible.</p>			

2025-2027 Commission Goals and Strategies
Job Category



April 2026 Update			
Department Contact:	Shaun Davis	Current Date:	March 31 st , 2026
Percentage Complete:	33%	Target Completion Date:	June 30 th , 2027
<p>GOAL: REDUCE HOMELESSNESS IN OREGON CITY – Advocate for proportional resources to address homelessness and leverage partnerships to achieve equitable funding for the population being served</p> <p>PRIORITY: Advocate for engagement and partnerships with neighboring communities to provide resources within their jurisdictions to increase services throughout the region</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> Review previous years’ statistics to identify specific impacts on the department and city. Use the statistics to engage and build partnerships with neighboring communities. 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> Mayor, City Manager, and Chief of Police met with Love One to discuss housing/shelter needs. Advocated resources needs to be addressed county wide, not just in Oregon City. 			

2025-2027 Commission Goals and Strategies

Job Category



April 2026 Update			
Department Contact:	James Graham	Current Date:	March 11 th , 2026
Percentage Complete:	30%	Target Completion Date:	June 30 th , 2027
<p>GOAL: SUPPORT ECONOMIC DEVELOPMENT AND TOURISM THROUGHOUT OREGON CITY – Create economic development and tourism programs and opportunities to promote a healthy and sustainable local economy that supports and contributes to the surrounding neighborhoods, businesses, and visitors</p> <p>PRIORITY: Ensure a smooth transition and the necessary support and coordination between the Destination Marketing and Management Organization and the City.</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • The DMMO Administrator and Economic Development staff have set up regular check-in meetings on the first Tuesday of each month. • Work with the DMMO Administrator to fulfill the terms and conditions of the City’s MOU Agreement (ongoing) 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • On August 22nd, staff had their first meeting with the new DMMO Administrator to discuss the terms and conditions of the City’s MOU. • Staff have been engaged with the DMMO, attending board meetings, and participating in special activities sponsored by the DMMO. • Staff worked with the DMMO Administrator to assist with preparing the DMMO’s contractual presentation before the City Commission for the entity to receive program funding. • Staff have held monthly meetings with the DMMO Administrator to answer questions and to share ideas as to how to engage the nonprofit community in Oregon City as well as discuss new funding streams for the organization. 			

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	James Graham	Current Date:	March 11 th , 2026
Percentage Complete:	60%	Target Completion Date:	June 30 th , 2027
<p>GOAL: SUPPORT ECONOMIC DEVELOPMENT AND TOURISM THROUGHOUT OREGON CITY – Create economic development and tourism programs and opportunities to promote a healthy and sustainable local economy that supports and contributes to the surrounding neighborhoods, businesses, and visitors</p> <p>PRIORITY: Review the process for public and private event planning, the City grant processes, and the Metro Enhancement Grant program to determine if the application submittal and review process can be simplified and improved</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • Staff is currently working to establish a meeting in October with the Community Enhancement Grant Committee to review and revise program guidelines. (October 20, 2025) • Staff will be working on program procedures and application guidelines to improve the application process of the City-Sponsored Public Event Program. Recommendations will be forwarded to the City Commission for review and approval. (December 2025) • The Metro Community Enhancement Grant Program Committee met in February 2026 to review the program guidelines, application, and scoring system. • On March 10, 2026, Staff met with the City Commission to begin the discussion about streamlining the process for permitting public events and instituting street closure policy. 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • Community Enhancement Grant Program. A doodle poll has been submitted to members of the Community Enhancement Grant Committee to identify a date to meet. The meeting is scheduled for October 20, 2025. • City-Sponsored Public Event Program. Staff have begun reviewing existing program procedures and application guidelines. • On October 20, 2025, the Community Enhancement Grant Program Committee held a special program meeting to craft new program guidelines to mitigate the challenges associated with the existing program. The committee was successful with crafting new program guidelines. • Community Enhancement Grant Committee and staff completed revising program guidelines and scoring system. • Newly revised Community Enhancement Grant Program guidelines will be available online on March 16, 2026. 			

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	James Graham	Current Date:	March 11 th , 2026
Percentage Complete:	35%	Target Completion Date:	June 30 th , 2027
<p>GOAL: SUPPORT ECONOMIC DEVELOPMENT AND TOURISM THROUGHOUT OREGON CITY – Create economic development and tourism programs and opportunities to promote a healthy and sustainable local economy that supports and contributes to the surrounding neighborhoods, businesses, and visitors</p>			
<p>PRIORITY: Focus on the marketing and development of the employment lands within the Thimble Creek Concept Plan and along Meyers Road</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • Convene a meeting of the Thimble Creek Ad Hoc Committee to discuss the property owned by the Clackamas Community College and identify other properties that may be ready for development. (November 2025) • Ad Hoc Committee to meet with the City Commission during a work session to brief Commission members on the challenges impeding the Thimble Creek Concept Plan and to discuss potential opportunities for development of several properties. (December 2025) • Staff will schedule a meeting with City Commission Liaison Members to brief them on a previous discussion with the Community College. 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • Staff have met with various property owners in the Thimble Creek area. Several property owners have expressed their desire to sell their properties. • A Thimble Creek Ad Hoc Committee has been established. The committee is comprised of two City Commission members as well as the City Manager, staff from economic development and planning. • The Oregon City Commission adopted via resolution the Thimble Creek Industrial Land Readiness Strategic Plan in the Spring of 2025 • City staff met with Clackamas Community College to discuss options for development of their recently acquired property in the Thimble Creek Area. • On March 2, 2026, two City Commissioners, Ec. Dev. Staff and officials from Clackamas Community College met to discuss property purchased by the community college. It was agreed that a technical working group would be created to move forward on addressing the development obstacles facing the Thimble Creek Concept Plan and to establish a public partnership with the Community College to draft options for the development of land owned by the college. • On March 10th, Denyse McGriff and Mike Mitchell briefed their fellow colleagues on the meeting with the Community College. 			

2025-2027 Commission Goals and Strategies

Job Category



April 2026 Update			
Department Contact:	James Graham	Current Date:	March 11 th , 2026
Percentage Complete:	99%	Target Completion Date:	March 2026
<p>GOAL: SUPPORT ECONOMIC DEVELOPMENT AND TOURISM THROUGHOUT OREGON CITY – Create economic development and tourism programs and opportunities to promote a healthy and sustainable local economy that supports and contributes to the surrounding neighborhoods, businesses, and visitors</p>			
<p>PRIORITY: Complete the feasibility study for the expansion opportunities of broadband in Oregon City</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • Staff from public works, community development, IT, and finance (interdepartmental team) will come together to revisit and review the Magellan Fiber Optic Study. (January 2026) 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • Consultants, Magellan Advisors, finished their fiber optics feasibility study (Delivered in December 2022). The City of Oregon City experienced a cyber-attack in Feb 2023. • No update 			

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	James Graham	Current Date:	March 11 th , 2026
Percentage Complete:	95%	Target Completion Date:	February 2026
<p>GOAL: SUPPORT ECONOMIC DEVELOPMENT AND TOURISM THROUGHOUT OREGON CITY – Create economic development and tourism programs and opportunities to promote a healthy and sustainable local economy that supports and contributes to the surrounding neighborhoods, businesses, and visitors</p> <p>PRIORITY: Participate in discussions with Clackamas County to determine the future of the downtown County Courthouse and how to safely and securely manage the building while it is vacant to ensure it does not negatively impact the downtown businesses and visitor experience, while maintaining public access to Liberty Plaza</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • The Main Street County Courthouse building is slated to be demolished during the Spring of 2026. Staff will work with the County and the new investor group up to the demolition date of the structure to safely secure the site. • Developer recently purchased the Main Street Courthouse and has begun the entitlement process. 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • In April of 2025, staff met and participated on the County’s Main Street Courthouse Request For Expressions of Interest (RFEI) Selection Advisory Committee. • In July of 2025, the County initially secured the building with fencing around the Courthouse. Shortly after all personnel were relocated to the new facility, the building was locked down, and security cameras were installed around the building. • The County is currently negotiating with an investor group to develop the Main Street Courthouse. The proposed disposition and development agreement (DDA) requires the investor group to commit to a lot line adjustment for Liberty Plaza to be dedicated to the City of Oregon City. • On September 18, 2025, the board of county commissioners voted unanimously to approve a proposal from Next Level Development to develop the Main Street County Courthouse • On December 16, 2025, staff met with the developer of the Main Street Courthouse to discuss possible city incentives, the development of Liberty Plaza by the City and the application of SDC charges against the project. • Developer has applied to the vertical housing tax credit program. 			

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	James Graham	Current Date:	March 11 th , 2026
Percentage Complete:	90%	Target Completion Date:	March 31 st , 2026
<p>GOAL: SUPPORT ECONOMIC DEVELOPMENT AND TOURISM THROUGHOUT OREGON CITY – Create economic development and tourism programs and opportunities to promote a healthy and sustainable local economy that supports and contributes to the surrounding neighborhoods, businesses, and visitors</p> <p>PRIORITY: Investigate opportunities to expand the enterprise zone, vertical housing tax credit, and other programs in the mixed use, commercial, employment, and industrial areas to support and encourage businesses, employment, and housing investments in Oregon City</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • The Oregon Enterprise Zone application was submitted to Business Oregon for final approval on September 9, 2025. We await their response. (Est. time Oct. 2025) • Adaptive Reuse Rehabilitation Building Program. Staff will continue to work with London D. Aesthetics as the business moves through the permit entitlement process. (Oct through Dec 2025). • Staff will identify another applicant to apply for the remaining funds under Adaptive Reuse Rehab program. (January 2026) • Staff to develop new draft guidelines and procedures for the Vertical Housing Tax Credit Program with the intent to streamline the application process and to enhance clarity of the guidelines. • The newly reinstated and expanded Enterprise Zone has been officially approved. 			
<p>Status: (what has been done/is being done)</p> <p>Oregon Enterprise Zone</p> <ul style="list-style-type: none"> • On March 7, 2025, Business Oregon notified Economic Development that the current Enterprise zone configuration was ineligible for renewal. The renewal deadline for the existing Enterprise Zone was June 30, 2025. • Ec. Dev. requested and was granted a 60-day extension to reinstitute the Oregon City Enterprise Zone. The extension was to August 15, 2025. • In May of 2025, Eco Northwest was hired to conduct an analysis of the existing enterprise zone to explore ways to bring the zone into compliance with state law and to enlarge the existing zone. • Met with taxing districts and school district. • On June 30, 2025, staff met with the Oregon City School District to gain its support for Oregon City’s Enterprise renewal application. • On June 30, 2025, the school district voted unanimously to support Oregon City’s Enterprise Zone renewal application. 			

- On July 16, 2025, the Oregon City Commission voted to approve the enlarged Enterprise Zone from 717 acres to 837 acres.
- New program guidelines for the Enterprise Zone program will be drafted to implement the newly reinstated and expanded initiative.
- **Adaptive Reuse Rehabilitation Building Program**

On August 20, 2025, the Oregon City Commission reviewed an application from London D. Aesthetics. The Commission expressed its interest in seeing the application move forward in the process.

The applicant to obtain Planning and Building review of the project.

The loan review committee will meet on March 18, 2026, to review the applicant's loan application.
- **Vertical Housing Tax Credit Program**

Staff will be obtaining information from other jurisdictions to ascertain how they manage their respective Vertical Housing Tax Credit Programs with the intent to revise Oregon City's existing tax zone as well as the program's guidelines.

Next Level Development has applied to the Vertical Housing Tax Credit Program.

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	Kelly Hart	Current Date:	March 16 th , 2026
Percentage Complete:	5%	Target Completion Date:	June 30 th , 2027
<p>GOAL: INCREASE HOUSING OPPORTUNITIES – Increase the availability of housing options and the construction of mixed-use commercial buildings using incentives and available public lands, with a priority of creating work force housing</p> <p>PRIORITY: Create pre-approved designs for accessory dwelling units that would be allowed throughout the City, with the exception of the McLoughlin Conservation and Canemah Historic Districts</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <p><i>THIS WAS NOT FUNDED IN THE 25-27 BUDGET</i></p>			
<p>Status: (what has been done/is being done)</p> <p>Staff to research grant funding opportunities:</p> <ul style="list-style-type: none"> • Legislative adoption of OCMC 17.40 code amendments and the creation of a new HRB Policy #13 allowing for building permit review of small dwelling units on non-designated resources in the McLoughlin Conservation District, in accordance with the Compatible Change HRB policy direction. (Spring 2026 – still on track) • Funding is also available through Dept. of Land Conservation Housing Grants, National Trust for Historic Preservation. • Concurrent efforts underway in response to HB 2258, Department of Consumer and Business Services • Overlay District regulations for Natural Resources and Geologic Hazards constrain land, require Land Use process. • Work will be informed by DLCD mandated Housing Production Strategy to be adopted in 2027, following completion of Housing Needs Analysis in 2026. • City will begin the Housing Capacity Analysis and Contextual Housing Needs process in Spring 2026. • Awaiting DLCD completion of permit ready plans for accessory dwelling units. 			

2025-2027 Commission Goals and Strategies

Job Category



April 2026 Update			
Department Contact:	Dayna Webb	Current Date:	April 1 st , 2026
Percentage Complete:	35%	Target Completion Date:	Fall 2026
<p>GOAL: INCREASE HOUSING OPPORTUNITIES – Increase the availability of housing options and the construction of mixed-use commercial buildings using incentives and available public lands, with a priority of creating work force housing</p> <p>PRIORITY: Continue the process of discontinuing City use of the Center Street property</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <p>The contractor has started work to construct the Magnesium Chloride (De-Icer) & Sanding Rock Storage; the work should be completed by Fall 2026.</p> <p>Staff will continue working with WES staff to develop an IGA for long term use of their facility for sewage decanting.</p>			
<p>Status: (what has been done/is being done)</p> <p>Staff have identified a handful of items that need to be addressed to prepare the Center Street Property for its next chapter. These include:</p> <p>Magnesium Chloride (De-Icer) & Sanding Rock Storage:</p> <ul style="list-style-type: none"> The contract for construction of this project has been awarded, and the contractor has started work, and be completed this Fall. <p>Decant Facility:</p> <ul style="list-style-type: none"> City staff have met with Water Environment Services staff and WES has verbally agreed they can accept our raw sewage materials for decant. City staff have visited the WES decant site and been trained in using their facility. Staff are working with WES to develop an IGA for the long-term use of their facility for decant purposes. Once the terms of the IGA are determined, the IGA will be presented to City Commission for approval once complete. <p>Sandbag Station:</p> <ul style="list-style-type: none"> The sandbag filling station has been relocated to Hillendale Park, near the Camp Host. <p>General Site Clean-up:</p> <ul style="list-style-type: none"> Staff will continue working to remove any remaining items at Center Street. 			

2025-2027 Commission Goals and Strategies

Job Category



April 2026 Update			
Department Contact:	Dayna Webb	Current Date:	April 1 st , 2026
Percentage Complete:	15%	Target Completion Date:	June 30 th , 2027
<p>GOAL: INCREASE HOUSING OPPORTUNITIES – Increase the availability of housing options and the construction of mixed-use commercial buildings using incentives and available public lands, with a priority of creating work force housing</p> <p>PRIORITY: Investigate the use of the Center Street property for workforce housing and potential public access to the upper yard and the two parking lots for private residential development</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <p>Staff are currently working with a consultant to complete the Phase 1 & 2 Environmental Reports.</p> <p>Staff will continue to work towards removing barriers to the sale and redevelopment of the Center Street Property.</p>			
<p>Status: (what has been done/is being done)</p> <p>Staff provided an overview of the four Public Works Properties at the December 9, 2025 Work Session. This included a Property Acquisition Summary, confirming when and which fund purchased each piece of property associated with the Center Street properties.</p> <p>The properties are currently zoned Institutional. City Commission discussion identified Medium Density Residential, which is the adjacent zoning, as the best option for the properties moving forward.</p> <p>City Commission also discussed options to continue looking at opportunities to discuss workforce housing or partnerships related to the redevelopment of the site.</p> <p>Staff will continue to work towards removing barriers to the sale and redevelopment of the Center Street Property and prepare the property for sale:</p> <ul style="list-style-type: none"> • Staff presented a Property Summary the four tax lots that encompass the Public Works Center Street property and the information available related to the acquisition of the properties. Staff will continue to understand the constraints and encumbrances on the property, and work to remove barriers to redevelopment that include: <ul style="list-style-type: none"> ○ Title Reports – Done! ○ Phase 1 & 2 Environmental Reports – Underway, Grant funding awarded to support this work ○ Hazardous Materials Study 			

- State Historic Preservation Office (SHPO) Review
- Rezoning of the property: CC Work Session on 12/9/2025 consensus was to move forward with Medium Density Residential (R-3.5)
- Utility Lines & Easements: Sewer line is not in use, and the Upper Yard area can be served from other sewer lines in the area that do not bisect the Lower Yard. Details of the Power lines are being reviewed to determine if they can be moved.

2025-2027 Commission Goals and Strategies
Job Category



April 2026 Update			
Department Contact:	James Graham	Current Date:	March 11 th , 2026
Percentage Complete:	50%	Target Completion Date:	June 30 th , 2027
<p>GOAL: INCREASE HOUSING OPPORTUNITIES – Increase the availability of housing options and the construction of mixed-use commercial buildings using incentives and available public lands, with a priority of creating work force housing</p> <p>PRIORITY: Consider the creation of an inclusionary zoning program and extend the vertical housing tax credit where appropriate, primarily in the mixed-use zones</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • Staff will begin reviewing the existing Vertical Housing Tax Credit Program to improve and enhance the incentive. During this process the investment community will have an opportunity to weigh in. 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • Staff will obtain information from other jurisdictions to ascertain how they manage their respective Vertical Housing Tax Credit Programs. • Staff meet with a developer to discuss the nature of their experience with the program in other jurisdictions. • Next Level Development applied to the Vertical Housing Tax Credit Program. • Staff will examine the need to revise the existing guidelines for the Vertical Housing Tax Credit Program. 			

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	Dayna Webb	Current Date:	April 1 st , 2026
Percentage Complete:	30%	Target Completion Date:	June 30 th , 2027
<p>GOAL: INCREASE HOUSING OPPORTUNITIES – Increase the availability of housing options and the construction of mixed-use commercial buildings using incentives and available public lands, with a priority of creating work force housing</p> <p>PRIORITY: Implement tiered system development charges that reduce charges on workforce housing and smaller housing units while remaining revenue neutral</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <p>Staff are working with the City’s consultant to develop a scope of work that will:</p> <ul style="list-style-type: none"> Facilitated an initial work session on concepts for tiering Utility SDCs (Water, Stormwater, Sanitary Sewer, and Transportation). Preparing for follow-up work session to finalize the SDC tiering methodology. Present to the City Commission, for discussion, the potential Code Amendments to allow deferral of SDC payments from Building Permit issuance to prior to trade inspection requests. 			
<p>Status: (what has been done/is being done)</p> <p>A City Commission Work Session was held January 13, 2026, and another is scheduled for April 7, 2026, and includes discussion of the following topics:</p> <p>SDC Tiering:</p> <ul style="list-style-type: none"> Sanitary Sewer SDC Tiering: It is anticipated that the Sanitary Sewer SDC’s will be modeled after the recently adopted parks SDC’s. Using the WES square footage for single-family, and the number of bedrooms for multi-family. Staff will use the feedback from the work session around Tearing Utility SDC’s to determine which SDC to move forward with next for tiering and will present that information at the April 7, 2026 Work Session. <p>Other Options to support development of workforce housing and housing units:</p> <ul style="list-style-type: none"> The Municipal Code currently requires SDCs to be paid before a Building Permit is issued. Staff will present a possible Code Amendment to add a Short-Term option of delaying the payment of SDC’s until prior to trade inspections. This will be presented at the April 7, 2026 Work Session. 			

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	Dayna Webb	Current Date:	April 1 st , 2026
Percentage Complete:	50%	Target Completion Date:	June 30 th , 2027
<p>GOAL: INCREASE HOUSING OPPORTUNITIES – Increase the availability of housing options and the construction of mixed-use commercial buildings using incentives and available public lands, with a priority of creating work force housing</p> <p>PRIORITY: Advocate for infrastructure funding at the regional, state, and federal levels that would support the construction of new housing and the implementation of state mandates</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <p>Continue to work with Metro on preparing for the McLoughlin Boulevard Project.</p> <p>Staff have met with the Oregon Water Resources Department who will administer the funding for the Henrici Reservoir grant. The Lottery Bond sale that funds this grant is anticipated in March 2027. Staff will bring the Grant Agreement to City Commission for approval once it is ready. This is anticipated to occur around the time of the bond sale.</p>			
<p>Status: (what has been done/is being done)</p> <p>Funding obtained:</p> <ul style="list-style-type: none"> • WIFIA Transmission Phase 3: <ul style="list-style-type: none"> ○ <u>Project Title:</u> Oregon City Water Transmission Main Phase 3 ○ <u>Project Description:</u> complete the final phase of our Water Transmission Main project, by upgrading undersized pipes. ○ <u>Source/Funding Type:</u> Federal Transportation Funds, administered by ODOT. This project is part of Congresswoman Janelle Bynum FY 26 Community Project Funding Requests. ○ <u>Total Estimated Cost:</u> \$2,600,000 ○ <u>Total Funds requested:</u> \$1,092,000 ○ <u>Timing:</u> This funding is for Federal Fiscal Year 2026. Staff are working to get more details on any agreements and contracting requirements. • Metro Regional Flexible Funds Grant: <ul style="list-style-type: none"> ○ <u>Project Title:</u> OR 99E (McLoughlin Boulevard) 10th Street to tumwata village: Shared-Use Path and Streetscape Enhancements Project Development ○ <u>Project Description:</u> Complete design for streetscape reconfiguration on McLoughlin Boulevard, which will include widened sidewalks, curb extensions, improved crossings, and new green spaces. ○ <u>Source/Funding Type:</u> Federal Transportation Funds, administered by ODOT. ○ <u>Total Estimated Cost:</u> \$2,670,970 ○ <u>Total Regional Flexible Funds:</u> \$2,232,341 			

- Timing: The funding is for Federal Fiscal Year 2029, which begins 10/1/2028, so the work will not get started for a while.
- Status Update: Staff anticipates beginning work with Metro on the IGA for this project in early 2026.
- **Henrici Reservoir #2 Funding:**
 - Project Title: Henrici Reservoir #2
 - Project Description: New 2.5 MG welded steel drinking water reservoir that addresses a critical water storage deficiency in the City's Upper Zone. This project supports 1,105 housing units in the Thimble Creek Concept Plan area.
 - Source/Funding Type: State Lottery Bond Funds, administered by City. This project made possible with the support of Representative Annessa Hartman.
 - Total Estimated Cost: \$6,500,000
 - Total State Lottery Bond Funds: \$6,500,000
 - Timing: The funding is for 2025-2027 Legislatively Adopted Budget.
 - Status Update: Staff have met with the Oregon Water Resources Department who will administer this grant. The Lottery Bond sale that funds this grant is anticipated in March 2027.
- **Washington Street Improvements:**
 - Project Title: Washington Street: Metro South to Abernethy Road
 - Project Description: Project to modernize road systems and provide easier, safer access to community, retail, and entertainment facilities. Construction of center turn lane, pedestrian level street lighting, sidewalks and planter/stormwater treatment area, and installation of an RRFB.
 - Source/Funding Type: Federal Transportation Funds, administered by ODOT.
 - Total Estimated Cost: \$4,457,000
 - Total Federal Funds: \$4,000,000
 - Status Update: The project IGA has been executed; staff are working with ODOT to move forward with the Request for Proposals for consultant services. .

Funding pending:

- **ARTS Applications – Citywide Signal Improvements:**
 - Project Title: Oregon City Signal Safety Improvements
 - Project Description: Complete signal hardware safety upgrades, install pedestrian countdown timers, implement signal safety improvements and install leading pedestrian intervals where appropriate.
 - Source/Funding Type: Federal Transportation Funds, administered by ODOT
 - Total Estimated Cost: \$1,657,000
 - Total Federal Funds: \$1,491,300
 - Timing: The funding is for Federal Fiscal Years 2028-2030.
 - Status Update: Waiting for an update from ODOT on which projects will be funded.
- **ARTS Applications – Molalla Avenue & Pearl Street Safety Improvements:**
 - Project Title: Molalla Avenue and Pearl Street Intersection
 - Project Description: Implementation of appropriate intersection lighting, providing curb ramp extension on the SW corner and adding pedestrian countdown timers

- Source/Funding Type: Federal Transportation Funds, administered by ODOT
- Total Estimated Cost: \$760,000
- Total Federal Funds: \$684,000
- Timing: The funding is for Federal Fiscal Year 2028-2030.
- Status Update: Waiting for an update from ODOT on which projects will be funded.

- **Clackamas County Strategic Investment Fund (SIF):**

- Project Title: OR 213 & Beaver Creek Road Capacity Improvements
- Project Description: Complete capacity enhancing improvements for the westbound Beaver Creek Road to Northbound Hwy 213 movement. This addresses the AM peak hour capacity constraints.
- Source/Funding Type: Clackamas County SIF funds to support a regionally significant transportation project. Staff continue to work with County staff to identify an opportunity for SIF to contribute to this project.
- Total Estimated Cost: \$6,000,000
- Total Funds Requested: \$750,000
- Timing: Staff are moving forward with the Request for Proposals and hope to get that out before the end of the year.

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	Economic Development	Current Date:	March 11 th , 2026
Percentage Complete:	2%	Target Completion Date:	March 2027
<p>GOAL: INCREASE HOUSING OPPORTUNITIES – Increase the availability of housing options and the construction of mixed-use commercial buildings using incentives and available public lands, with a priority of creating work force housing</p> <p>PRIORITY: Identify opportunities to use public land in partnership with non-profits for the development of long-term workforce housing</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> Identify City-Owned or Urban Renewal properties to be utilized for building workforce housing. Approval from the appropriate governing bodies will be required. (January 2026) 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> No Update 			

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	Thomas Kissinger	Current Date:	March 31 st , 2026
Percentage Complete:	35%	Target Completion Date:	January 2027
<p>GOAL: IMPROVE THE CITY'S PARK LANDS AND NATURAL RESOURCES – Transition from planning to constructing amazing parks and open spaces and create a plan to share with the community about the costs, revenue generation opportunities, and potential improvements to the City's Park system to address the existing deferred maintenance</p> <p>PRIORITY: Strive to become recognized as a Bee City USA and increase high-quality habitat for pollinators, in particular native bees</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> Finalized draft Bee City USA plan for Oregon City was presented for review by PRAC and NRC at their February joint meeting. Refine the plan based on feedback received from both groups. Review the feedback with relevant departments to ensure suggestions are possible to achieve. Present the draft Bee City USA plan to City Commission for review and feedback. Refine the draft plan based on Commission feedback. Once the draft plan has been finalized, submit the application and draft plan to Bee City USA for review. Adjust the plan as needed to meet Bee City USA requirements. Present the finalized Bee City USA plan to relevant committees and City Commission. Begin implementation of the plan. 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> Compiled and summarized Bee City USA commitments for review by applicable City departments. A meeting was held in September to review the goal and each department's role/responsibility. Parks & Rec, Public Works, and Community Development provided input on the proposed Bee City USA policy. Met with other City agencies that have achieved Bee City USA and collected information on their best management practices for review by project team. Identified commitments that are already met or could be easily met with minimal change in operations. Identified proposed targets for reductions in pesticide usage and proposed future project sites. Collected relevant documentation from Bee City USA for review by the project team. During September meeting, assigned project leads and established estimated timeline for completion. 			

- Identified the annual joint NRC/PRAC meeting as the possible Bee City USA Committee meeting
- Drafted a working Bee City USA Plan for Oregon City that was reviewed by NRC and PRAC at their February joint meeting.
- We are incorporating this feedback and developing a potential pollinator habitat project list into our draft plan prior to review by City Commission.

2025-2027 Commission Goals and Strategies

Job Category



April 2026 Update			
Department Contact:	Kelly Hart	Current Date:	March 16 th , 2026
Percentage Complete:	100%	Target Completion Date:	December 15 th , 2026
<p>GOAL: IMPROVE THE CITY'S PARK LANDS AND NATURAL RESOURCES – Transition from planning to constructing amazing parks and open spaces and create a plan to share with the community about the costs, revenue generation opportunities, and potential improvements to the City's Park system to address the existing deferred maintenance</p> <p>PRIORITY: Maintain our Tree City USA designation</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • Submit application by 12/15/2025 (complete – application approved on December 18, 2025) • Arbor Day event was held on Saturday, March 14, 2026 in coordination with Friends of Trees planting event. 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • Planning Division has submitted the annual TCUSA application since 2013 when Oregon City was enrolled in the program. • 9/15/2025 ODF announced opening of TCUSA application for 2025. • Data has been compiled from Planning, Public Works and Parks Departments. Public Works has reported. • The reporting period includes data for the calendar year starting 1/1/2025, so the application is typically submitted close to the deadline to ensure current numbers are included. • Tree City USA Requirements <ol style="list-style-type: none"> 1. Expenditure of min. \$2 per resident on trees. City typically exceeds \$10 per resident. 2. Tree Ordinance (Public Trees) 3. Observe Arbor Day 4. Designated Tree Board or City Manager (Natural Resource Committee) • Application was approved on December 18, 2025. • Arbor Day event was held on Saturday, March 14, 2026 in coordination with Friends of Trees planting event. • Staff will prepare to apply for the TCUSA again in fall 2026. 			

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	Scott Archer/Tom Kissinger	Current Date:	March 31 st , 2026
Percentage Complete:	35%	Target Completion Date:	March 31 st , 2027
<p>GOAL: IMPROVE THE CITY'S PARK LANDS AND NATURAL RESOURCES – Transition from planning to constructing amazing parks and open spaces and create a plan to share with the community about the costs, revenue generation opportunities, and potential improvements to the City's Park system to address the existing deferred maintenance</p> <p>PRIORITY: Identify and apply for grant funding to complete a tree canopy assessment and determine the need and costs associated with a City Arborist</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • Continue to upload tree survey data into TreePlotter for refinement • Compile information on potential grants or other funding sources for tree canopy assessments • Work with Planning, Public Works, and Parks to develop draft scope of work • Verify with granting agencies that draft scope of work qualifies for grant • Prepare work session with City Commission to discuss draft scope of work and funding opportunities to receive input 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • Staff uploaded first data set of tree locations into TreePlotter and are refining it into usable data for both EAB mitigation planning and tree canopy assessment. • Staff met with representatives of Oregon Department of Forestry to discuss obtaining access to a state-sponsored version of TreePlotter, a software developed by PlanItGeo for tree inventories and canopy assessment. Staff have obtained access to this software and are beginning to upload existing tree data to develop an inventory and assessment. The software will be able to use this data, as well as publicly available imagery to produce some assessments of our existing tree canopy. • Emerald Ash Borer and associated mitigation may provide some opportunities for partnership and funding on tree inventory/canopy assessment work. Staff are attending local agency-led partnership coordination meetings to learn more about these opportunities. • Parks, Planning, and Public Works met to discuss project timeline, potential funding opportunities and scope of work. Several potential funding opportunities were identified. Initial thoughts on scope of work are to limit this to City-owned property and focus on canopy assessment/planning instead of tree inventory. A tree canopy assessment, which can be performed mostly using GIS imagery, will provide an assessment of our current tree canopy coverage, compare tree canopy to benchmarks, and recommended strategies to maintain or 			

increase tree canopy as needed. A tree inventory would require significant investment in data collection and data management that may not be feasible at this time.

- Attended Department of Land Conservation and Development (DLCD) webinar to learn more about their potential funding opportunities. Determined that our project is not eligible because Oregon City does not have any green infrastructure improvement zones, and the tree inventory is not part of an existing formal plan to increase tree cover and is not proposing one at this time.
- Staff have begun communicating with agency representatives to gather information on grant opportunities and determine eligibility of projects. Staff will also begin communicating with potential partners, such as Clackamas Soil and Water Conservation District/Greater Oregon City Watershed Council to see if there is any interest in partnering on a project.

2025-2027 Commission Goals and Strategies



Job Category

April 2026 Update			
Department Contact:	Thomas Kissinger	Current Date:	March 31 st , 2026
Percentage Complete:	25%	Target Completion Date:	June 30 th , 2027
<p>GOAL: IMPROVE THE CITY'S PARK LANDS AND NATURAL RESOURCES – Transition from planning to constructing amazing parks and open spaces and create a plan to share with the community about the costs, revenue generation opportunities, and potential improvements to the City's Park system to address the existing deferred maintenance</p> <p>PRIORITY: Identify funding and grants to begin the design and construction of a replacement boat ramp and park improvements at Clackamette Park</p>			
<p>Breakdown of Projected Timeline: (looking ahead at the next 3 months)</p> <ul style="list-style-type: none"> • Consultant team has started to provide updated plans and designs for the project area, including a new boat ramp, RV park, play area, sport courts, and revitalization of the existing RV park area. We will be sharing these with City Commission and the community in the coming months for feedback. • Staff identified a potential grant opportunity through the Metro Nature in Neighborhoods Capital Grants program. A pre-application was submitted, and we have been invited to submit a full application. • Shortly after notice to proceed was issued to the contracted Clackamette Park design & engineering consultant team, much of the initial analysis work began. This analysis includes development of boat ramp plans. The natural resources team has begun gathering data for pre-applications. The survey team will begin their land survey of the park in the 1st week of January. Additional analysis will begin later in January, pending the results of this work. • Community engagement opportunities are being planned for the Spring 2026 to coincide with some of the other large-scale project work. Our engagement consultant will ensure that engagement opportunities are maximized to take advantage of the many different opportunities created by our large-scale projects (Clackamette Park and Rec Center/EOT projects) 			
<p>Status: (what has been done/is being done)</p> <ul style="list-style-type: none"> • RFP released July 15, 2025 with proposals due August 27, 2025. • Seven proposals received and reviewed for compliance on August 27, 2025. • Selection committee formed and met on September 10, 2025 to review proposal scoring. • Top proposers were invited to an interview with the selection committee. • Following interviews, contract negotiations began with the top proposer. • A contract with the top proposer, AKS Engineering & Forestry LLC, was approved by City Commission on November 19, 2025. • Following contract award, notice to proceed was given. A project kickoff meeting was held to refine the project and gather data. Initial analytical work has begun at Clackamette Park. The 			

natural resources team and survey team have begun their field work.
Community/Stakeholder engagement will be planned for Winter 2026.

- Consultant team has started to provide initial conceptual designs for specific park features for review by City Commission and the community at large. This work builds upon the previous master planning efforts and more specifically identifies what the park can look like in the future.