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**CITY OF OREGON CITY  
CITY COMMISSION REGULAR MEETING -  
REVISED AGENDA**

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Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City  
Wednesday, July 1, 2026 at 7:00 PM

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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](mailto:recorderteam@orc.org) or call 503-496-1509 by 3:00 PM on the day of the meeting to register)
  - Email [recorderteam@orc.org](mailto: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**

- a. Parks Month Proclamation

**4. PUBLIC COMMENTS**

Please see the public comment guidelines below.

**5. PRESENTATIONS**

- a. 2025 Police Department Annual Report

**6. ADOPTION OF THE AGENDA**

**7. CONSENT AGENDA**

- a. Resolution No. 26-16, Rescinding Resolution No. 26-12 and Adopting Corrected Solid Waste Collection and Disposal Rates Effective July 1, 2026
- b. Public Works Engineering and Operations Warehouse Roof Replacement
- c. Personal Services Agreement with Brown and Caldwell, Inc. for the NPDES MS4 and TMDL Support (PS 26-007)
- d. Approve the 2026-2030 IGA with Metro for the Implementation of the Community Enhancement Grant Program
- e. Approve the 2026-2027 Enhancement Grant Agreements
- f. Personal Services Agreement with DeSantis Landscape for Landscape Maintenance Services on Certain Parks Properties
- g. Minutes of the November 19, 2025 City Commission Regular Meeting

**8. PUBLIC HEARINGS**

**9. GENERAL BUSINESS**

- a. Second Reading of Ordinance No. 26-1008, Adopting Amendments to Oregon City Municipal Code Title 13, Updating the Public Utility Service Billing Code
- b. Amendment No. 1 for Personal Services Agreement with Maul Foster & Alongi, Inc. for the Public Works Center Street Property Phase II Environmental Site Assessment (PS 26-002)

- c. Approve City Sponsored Public Event Grant Applications from Oregon City Porchfest and the Festival of the Arts

**10. COMMUNICATIONS**

**City Manager**

**Commissioners**

**Mayor**

**11. ADJOURNMENT**

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**ORDINANCE NOTICE**

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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.

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**PUBLIC COMMENT GUIDELINES**

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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.

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**ADA NOTICE**

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

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

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

# PROCLAMATION

## PARKS AND RECREATION MONTH

**Whereas**, parks and recreation is an integral part of communities throughout this country, including Oregon City; and

**Whereas**, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

**Whereas**, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

**Whereas**, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

**Whereas**, parks and recreation is a leading provider of healthy meals, nutrition services and education; and

**Whereas**, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

**Whereas**, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

**Whereas**, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

**Whereas**, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

**Whereas**, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

**Whereas**, Oregon City recognizes the benefits derived from parks and recreation resources.

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

July 2026

As

Parks and Recreation Month

**In Witness Whereof**, I have hereunto set my hand this 1<sup>st</sup> day of July 2026.

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Denyse C. McGriff, Mayor

June 19, 2026

Oregon City City Commission  
Office of the City Recorder  
recorderteam@orcite.org

**RE: Public Safety Concerns — Central Point Road at Skellenger Way, Oregon City**

Dear Mayor, Commissioners, and City Staff:

I am a resident and regular pedestrian in the area of Central Point Road and Skellenger Way in Oregon City. I am writing to formally document two public safety concerns at or near this intersection that I believe warrant attention from the City. I respectfully request that these issues be reviewed by the appropriate city department.

**Issue 1: Foliage Encroachment Forcing Pedestrians into Traffic**

**Location: 19624 Central Point Road, Oregon City (at the intersection of Central Point Road and Skellenger Way)**

Overgrown vegetation on private property at 19624 Central Point Road has encroached to the point that the roadside path is fully obstructed. A pedestrian cannot pass this location without either stopping or stepping onto the road surface itself. There is no viable alternative — the foliage extends to the edge of the traveled way.

This stretch of Central Point Road is regularly traveled by large vehicles, and the road geometry and traffic culture do not provide meaningful margin for a pedestrian who is forced into the lane. An adult can manage this hazard by waiting for a gap in traffic, but a child on a bicycle — and children do use this corridor — does not have the judgment or reaction time to reliably do so. This is a foreseeable injury waiting to happen.

I respectfully request that the City notify the property owner of the encroachment and require that the foliage be trimmed to restore a safe clearance from the traveled way. If the property owner does not comply, I ask that the City exercise whatever authority it holds to abate the hazard.

**Issue 2: Inadequate Sight Lines at Skellenger Way Subdivision Entrance**

**Location: Skellenger Way at Central Point Road (residential subdivision entrance)**

The stop sign at the Skellenger Way entrance to the subdivision is positioned such that a driver stopped at the sign line has no meaningful view of Central Point Road in either direction. To achieve any sight line, a driver must advance approximately 20 feet beyond the stop bar — at which point the vehicle is already within the travel lane of Central Point Road.

This hazard is significantly compounded by vehicles that park on both sides of the Skellenger Way entrance. These parked vehicles obstruct the remaining sight lines in both

directions and force exiting drivers to commit further into traffic before they can assess whether it is safe to proceed.

I would suggest the following remedies for the City's consideration, subject to review by city traffic engineering staff:

1. Establish no-parking zones on both sides of the Skellenger Way entrance on Central Point Road, sufficient to restore adequate sight lines for exiting drivers.
2. Commission a sight-line and stopping-sight-distance evaluation of this intersection by city traffic engineering staff to determine whether additional measures — such as stop bar relocation, signage, or vegetation clearance — are warranted.

Both of these concerns are at or immediately adjacent to the same intersection, and I believe they are each independently sufficient to warrant city action. I am documenting them in writing so that there is a record of notice to the City. I am happy to provide additional information or to meet with city staff if that would be helpful.

Thank you for your time and for your service to the community.

Respectfully,

Anthony Verbeck  
Oregon City, OR

**Evan Lee**

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**From:** Michael Peterson [REDACTED]  
**Sent:** Monday, June 22, 2026 10:18 AM  
**To:** City Recorder Team  
**Subject:** Reject Flavor Bans!

Some people who received this message don't often get email from now@advocatetakeaction.com. [Learn why this is important](#)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Jakob Wiley,

As an Oregon City resident and ZYN consumer, I urge you to reject any proposed ban on flavored smoke-free nicotine products, including pouches like ZYN. Flavored nicotine pouches provide adults who smoke with a better alternative that could help them transition away from cigarettes.

Legal-aged adults deserve the right to make choices for themselves. Flavored smoke-free nicotine products have been a critical tool to help adult smokers transition away from cigarettes. Taking this tool away from consumers would be detrimental to public health in our town. Additionally, banning flavored nicotine pouches in Oregon City will also prevent residents from purchasing these smoke-free alternatives from their local retailers. An unintended consequence of this misguided proposal is that adults will seek out these flavored products in nearby jurisdictions or through the internet, potentially impacting local retailers.

A ban on flavored smoke-free options would only hurt responsible Oregon City adults who use these products and the small businesses that responsibly sell them. As your constituent, I urge you to oppose any ban, and as a ZYN consumer, I will be following this issue closely.

Sincerely,

Michael Peterson  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Evan Lee**

---

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Sincerely,

Michael Peterson  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Evan Lee**

---

**From:** Russell Hayden [REDACTED]  
**Sent:** Monday, June 22, 2026 11:26 AM  
**To:** City Recorder Team  
**Subject:** Reject Flavor Bans!

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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A ban on flavored smoke-free options would only hurt responsible Oregon City adults who use these products and the small businesses that responsibly sell them. As your constituent, I urge you to oppose any ban, and as a ZYN consumer, I will be following this issue closely.

Sincerely,

Russell Hayden  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Evan Lee**

---

**From:** Sarah Anne Dominguez [REDACTED]  
**Sent:** Monday, June 22, 2026 11:35 AM  
**To:** Evan Lee  
**Subject:** Reject Flavor Bans!

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Legal-aged adults deserve the right to make choices for themselves. Flavored smoke-free nicotine products have been a critical tool to help adult smokers transition away from cigarettes. Taking this tool away from consumers would be detrimental to public health in our town. Additionally, banning flavored nicotine pouches in Oregon City will also prevent residents from purchasing these smoke-free alternatives from their local retailers. An unintended consequence of this misguided proposal is that adults will seek out these flavored products in nearby jurisdictions or through the internet, potentially impacting local retailers.

A ban on flavored smoke-free options would only hurt responsible Oregon City adults who use these products and the small businesses that responsibly sell them. As your constituent, I urge you to oppose any ban, and as a ZYN consumer, I will be following this issue closely.

Sincerely,

Sarah Anne Dominguez  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Evan Lee**

---

**From:** Jacob Olsen [REDACTED]  
**Sent:** Tuesday, June 23, 2026 12:15 PM  
**To:** City Recorder Team  
**Subject:** Reject Flavor Bans!

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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Sincerely,

Jacob Olsen  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Evan Lee**

---

**From:** Nick Castillo <[REDACTED]>  
**Sent:** Monday, June 22, 2026 1:16 PM  
**To:** Evan Lee  
**Subject:** Reject Flavor Bans!

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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A ban on flavored smoke-free options would only hurt responsible Oregon City adults who use these products and the small businesses that responsibly sell them. As your constituent, I urge you to oppose any ban, and as a ZYN consumer, I will be following this issue closely.

Sincerely,

Nick Castillo

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Good afternoon commissioners and Mayor,

I have recently finished watching your work session on June 9<sup>th</sup>, and I must say, I am completely discouraged. The comments made regarding the DMMO speaking during public comment were frustrating at best. A DMMO is a tourism industry advocate, and its role is to represent and support the tourism industry stakeholders in government relations. If tourism businesses come together and request representation, it is the DMMOs responsibility to offer support, guidance, and solutions. The mayor stated, “talk about biting the hand that feeds”. If you wanted the DMMO under 100% commission control, you should have set it up where the DMMO is a city employee. Instead, you chose to pay a nonprofit partner to provide a service on your behalf, a service you requested and are legally required to pay for.

Furthermore, that statement has repeated in my head, “talk about biting the hand that feeds”, two DMMO board members, are two out of three businesses most affected by the Abernathy Bridge Project, myself and eNRG, Chair and Vice-Chair. You asked us to volunteer our time to promote this city, yet you give no support back and then publicly state we were out of line speaking up for our industry. Sylecia has worked tirelessly, with a VERY small budget, and VERY little resources to lay the groundwork for the DMMO to be successful. Her public comment was respectful, factual, her ideas were well thought out, and her recommendations were presented in a constructive, professional manner. Her documents were also submitted the day prior to the meeting, if you were unaware until 5 minutes before, that is not her fault.

As Chair of the DMMO Board, I attended the meeting after completing a 10-hour workday while missing my son's baseball game because I felt it was important to support a business that is facing significant challenges directly resulting from decisions made by the city. That is without even addressing the significant impacts this project has had on our business.

Given those circumstances, it was disappointing to hear that our attendance was viewed negatively, and that the discussion immediately shifted to questions about her deliverables and reporting responsibilities. Respectfully, those questions could have been answered immediately if our commission liaison had been present at more than two meetings in the last year. There would have been no need to involve the City Manager to get back to you to clarify information that could have been readily available. I would like to acknowledge and thank Adam Marl for attending the Oregon City Business Alliance meeting on May 26<sup>th</sup>, where Sylecia gave an hour and a half long presentation on the DMMO, what we do, why we do it, her plan, and results so far. That was the perfect opportunity for the city to show their support, and you missed it.

If the city wishes to continue benefiting from our efforts to attract visitors and promote the community, we encourage greater support and partnership in return. If this partnership continues on its present course, the DMMO is being set up to fail rather than being provided with the tools and collaboration needed to succeed.

*Holly Pfortmiller Soll*

Holly Pfortmiller Soll

Chair – DMMO Board

General Manager – Best Western Plus Rivershore Hotel

**Evan Lee**

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**From:** Casey Haneberg [REDACTED]  
**Sent:** Wednesday, June 24, 2026 7:43 AM  
**To:** Evan Lee  
**Subject:** Reject Flavor Bans!

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A ban on flavored smoke-free options would only hurt responsible Oregon City adults who use these products and the small businesses that responsibly sell them. As your constituent, I urge you to oppose any ban, and as a ZYN consumer, I will be following this issue closely.

Sincerely,

Casey Haneberg  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**From:** [Justin Allen](#)  
**To:** [City Recorder Team](#)  
**Subject:** Reject Flavor Bans!  
**Date:** Tuesday, June 30, 2026 12:07:48 PM

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Dear Jakob Wiley,

I live in Oregon City and am an adult consumer of ZYN. As your constituent, I respectfully ask that you oppose any proposals to prohibit flavored smoke-free nicotine products from being sold in Oregon City, including nicotine pouches.

For many adults who smoke, flavored smoke-free options can serve as a practical alternative and may support efforts to transition away from cigarettes. Adults of legal age should be able to make informed decisions about their own consumption. Removing access to these products could limit options for some individuals and may undermine tobacco harm reduction efforts in our community.

A local ban could also create unintended consequences. Residents may turn to purchasing these products outside of Oregon City or online, which could divert business away from local retailers who operate responsibly and comply with regulations.

Prohibiting flavored smoke-free nicotine products would ultimately negatively impact adult consumers and the small businesses that serve them. I encourage you to consider these impacts and vote against any such ban. As both your constituent and a legal-aged consumer, I will be paying close attention to how this issue is addressed.

Sincerely,

Justin Allen

[REDACTED]  
Oregon City, OR 97045-3985  
[REDACTED]  
[REDACTED]

**From:** [Adam Cook](#)  
**To:** [City Recorder Team](#)  
**Subject:** Reject Flavor Bans!  
**Date:** Tuesday, June 30, 2026 4:25:08 PM

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Prohibiting flavored smoke-free nicotine products would ultimately negatively impact adult consumers and the small businesses that serve them. I encourage you to consider these impacts and vote against any such ban. As both your constituent and a legal-aged consumer, I will be paying close attention to how this issue is addressed.

Sincerely,

Adam Cook

[REDACTED]

Oregon City, OR 97045-6777

[REDACTED]

[REDACTED]



**CITY OF OREGON CITY**

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

**Staff Report**

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**To:** City Commission **Agenda Date:** July 1, 2026  
**From:** Shaun Davis, Police Chief

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**SUBJECT:**

Item 5.a. - 2025 Police Department Annual Report

**STAFF RECOMMENDATION:**

N/A

**EXECUTIVE SUMMARY:**

This will be a general presentation of our annual report for 2025

**BACKGROUND:**

N/A

**OPTIONS:**

1. Approve 2025 Police Department Annual Report.
2. Approve 2025 Police Department Annual Report with Amendments.
3. Deny 2025 Police Department Annual Report and provide further direction.

**BUDGET IMPACT:**

Amount \$  
Fiscal Year(s):  
Funding Source(s):  
Included in Approved Budget: Yes/No



## CITY OF OREGON CITY

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

### Staff Report

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**To:** City Commission **Agenda Date:** July 1, 2026  
**From:** Dayna Webb, Public Works Director

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#### **SUBJECT:**

Item 7.a. - Resolution No. 26-16, Rescinding Resolution No. 26-12 and Adopting Corrected Solid Waste Collection and Disposal Rates Effective July 1, 2026

#### **STAFF RECOMMENDATION:**

Approve Resolution No. 26-16, rescinding Resolution No. 26-12 and establishing corrected solid waste collection and disposal rates as set forth in Exhibit A, effective July 1, 2026.

#### **EXECUTIVE SUMMARY:**

Ordinance No. 06-1001 was adopted February 1, 2006, establishing an agreement between the City of Oregon City and the Oregon City Garbage Company, Inc. (dba B&B Leasing) to provide solid waste hauling services. The City proceeded to develop Oregon City Municipal Code 8.20 Solid Waste Collection and Disposal, granting Oregon City Garbage Co. the exclusive right, privilege, and franchise to provide solid waste collection and disposal services within Oregon City.

On June 3, 2026, the City Commission adopted Resolution No. 26-12 establishing solid waste collection and disposal rates effective July 1, 2026. During Commission deliberations, direction was provided to hold the residential 20-gallon cart rate at its current level to minimize impacts on customers utilizing the smallest service option.

Following adoption of Resolution No. 26-12, staff identified a mathematical error in the rate schedule. The adopted Exhibit A included an increase to the 20-gallon residential cart rate that was inconsistent with the Commission's direction. Resolution No. 26-16 rescinds Resolution No. 26-12 and adopts a corrected rate schedule that maintains the 20-gallon residential cart rate at its current level while leaving all other previously approved rates unchanged.

#### **BACKGROUND:**

Resolution No. 26-12 was adopted on June 3, 2026, approving a rate adjustment requested by Oregon City Garbage Company. During the Commission's discussion, direction was provided to maintain the residential 20-gallon cart rate at its existing level in order to continue encouraging waste reduction and to minimize impacts to customers utilizing the smallest cart size.

After adoption of Resolution No. 26-12, staff discovered that the final rate schedule did not accurately reflect the Commission's direction.

The adopted schedule included an increase to the 20-gallon residential cart rate due to a mathematical error in the calculation of the revised rates.

Resolution No. 26-16 corrects this error by rescinding Resolution No. 26-12 and adopting a revised Exhibit A that maintains the residential 20-gallon cart rate at its current level. All other rates previously approved by the City Commission remain unchanged.

The correction will result in a minor reduction in projected franchise fee revenue compared to Resolution No. 26-12. The fiscal impact is expected to be minimal.

**OPTIONS:**

1. Approve Resolution No. 26-16, Rescinding Resolution No. 26-12 and Adopting Corrected Solid Waste Collection and Disposal Rates Effective July 1, 2026.
2. Approve Resolution No. 26-16, Rescinding Resolution No. 26-12 and Adopting Corrected Solid Waste Collection and Disposal Rates Effective July 1, 2026 with Amendments.
3. Deny Resolution No. 26-16, Rescinding Resolution No. 26-12 and Adopting Corrected Solid Waste Collection and Disposal Rates Effective July 1, 2026 and provide further direction.

**BUDGET IMPACT:**

Amount	\$30,000 (Revenue)
Fiscal Year(s):	Annually
Funding Source(s):	Franchise Fee – Solid Waste
Included in Approved Budget:	No

Post Office Box 1840  
Oregon City, OR 97045  
503-656-8403  
Fax: 503-656-0320  
www.oregoncitygarbageco.com



OREGON CITY  
GARBAGE  
Company, Inc.

May 1<sup>st</sup>, 2026

Dayna Webb, Public Works Director  
City of Oregon City  
13895 Fir Street  
Oregon City, OR 97045

RE: City of Oregon City Rate Adjustment Request

Dear Ms. Webb,

Oregon City Garbage Company proudly serves Oregon City with solid waste services. Since our founding, we have partnered with the community to offer trash, recycling, and yard debris collection for residential customers, along with commercial trash and recycling services, including Drop Box services. We strive to deliver the highest quality service and value our partnership with Oregon City.

City Commissioners have the exclusive authority to adjust service rates under our franchise agreement (Oregon City Municipal Code 8.20). Rate changes take into account service provision costs, anticipated increases, comparisons with rates in other cities, and other relevant criteria.

### **Cost of Providing Service**

Each year, we assess Oregon City's revenue return alongside Clackamas County's annual cost review. Our recent assessment shows a 3.3% return from 2025 activities. The County evaluates franchise results with an external solid waste finance consulting firm to ensure data accuracy and exclude non-collection fee costs. While Oregon City is aggregated with other cities, specific data is available for review as needed.

### **Anticipated Increases in Costs**

This is the primary reason for requesting the rate adjustment. When projecting revenue for the year, we only factor in known cost increases to avoid speculation about "what ifs." Our known increases usually stem from disposal and labor, and this year is no exception. For disposal, Oregon City Garbage Company transports all tons to Metro or a Metro-approved facility according to Metro's waste shed boundaries. Since June 2019, including this year's proposed 8.9% increase for Metro staff, Metro's rates have risen from \$97.45 to \$176.70 per ton. In our 2025 financial results for Oregon City, Metro accounts for 32.9% of our cost structure; thus, any potential increases in Metro rates, while perhaps justified, will significantly impact our overall expenses.

**Comparison of Rates**

Most residents of Oregon City use 35-gallon carts. The proposed increase raises their monthly rate by \$2.60, from \$37.44 to \$40.05. We aim to keep rates low and defer adjustments whenever possible. The chart below (a larger view is also included as an attachment) shows that the proposed rates remain favorable compared to those in nearby cities. Some jurisdictions are also evaluating their rates due to similar cost increases, so their rates may change soon.

	Oregon City 08/01/25	Oregon City Proposed Opt. #1*	Gladstone 07/01/26*	CC Urban 7/1/2026*	Milwaukie 07/01/25	West Linn 07/01/25	Gresham 07/01/25
20 Gallon	29.82	31.89	33.41	37.15	36.23	31.64	37.15
35 Gallon	37.44	40.05	41.21	42.35	42.18	37.70	43.17
65 Gallon	52.48	56.12	56.02	56.60	54.84	60.38	56.51
95 Gallon	56.74	60.68	60.60	67.50	65.20	66.40	64.32

\* Proposed rates

Without any change to rates and before considering any change to disposal costs, our projected return on revenues for 2026 was estimated at 3.8%. With the new disposal rates, our forecast for returns on revenue in 2026 decreases to 2.5%, and in 2027 to 1.4%. Therefore, we request Staff and City Commissioners' approval for a 6.95% rate increase, effective July 1<sup>st</sup>, to cover the increasing disposal costs, adjusting our forecasted return on revenues (including the disposal increase) to 3.8% and 4.6% in 2026 and 2027, respectively, based on the requested rate adjustment.

We appreciate your consideration of this rate adjustment.

Respectfully,



Oregon City Garbage Company

**Attachments:**

- (1) Proposed Rate Schedules
- (2) Rate Comparisons
- (3) Metro Tip Fee Increase History

**Metro Annual Rate Changes**

<b>Year</b>	<b>Tip Fee</b>	<b>\$ Δ</b>	<b>% Δ</b>
2019-2020	\$98.35	\$0.90	0.9%
2020-2021	\$115.15	\$16.80	17.1%
2021-2022	\$123.45	\$8.30	7.2%
2022-2023	\$137.30	\$13.85	11.2%
2023-2024	\$153.67	\$16.37	11.9%
2024-2025	\$162.14	\$8.47	5.5%
2025-2026	\$176.70	\$14.56	9.0%

**RESOLUTION NO. 26-16**

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**A RESOLUTION RESCINDING RESOLUTION NO. 26-12 AND ADOPTING CORRECTED SOLID WASTE COLLECTION AND DISPOSAL RATES EFFECTIVE JULY 1, 2026**

**WHEREAS**, Ordinance No. 06-1001 was adopted February 1, 2006. Under said Ordinance, an agreement was entered into between the City of Oregon City and Oregon City Garbage Company, Inc. (dba B&B Leasing) for a Solid Waste Collection and Disposal Franchise; and

**WHEREAS**, Chapter 8.20.130 of the Oregon City Municipal Code, provides that rates shall be approved by the City Commission and established by resolution; and

**WHEREAS**, the City Commission adopted Resolution No. 26-12 on June 3, 2026, adjusting solid waste collection and disposal rates effective July 1, 2026; and

**WHEREAS**, the City Commission desires to rescind Resolution No. 26-12 and adopt revised rates as set forth herein; and

**WHEREAS**, following adoption of Resolution No. 26-12, staff identified a mathematical error in the adopted rate schedule that resulted in an increase to the residential 20-gallon cart rate that was inconsistent with the direction provided by the City Commission; and

**WHEREAS**, it is necessary to rescind Resolution No. 26-12 and adopt a corrected rate schedule reflecting the City Commission's intended action.

**NOW, THEREFORE, OREGON CITY RESOLVES** that Resolution No. 26-12, adopted June 3, 2026 is hereby rescinded and repealed in its entirety.

**BE IT FURTHER RESOLVED** that the Rate for Solid Waste Services provided by Oregon City Garbage Company, Inc. (dba B&B Leasing), an Oregon Corporation, shall be set forth in the attached Exhibit A and said rates shall be the maximum rates chargeable by the Franchisee.

**BE IT FURTHER RESOLVED** that the new Rate Schedule set forth in **Exhibit A** shall be effective July 1, 2026.

Approved and adopted at a regular meeting of the City Commission held on the 1st day of July 2026.

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DENYSE C. MCGRUFF  
Mayor

Attested to this 1<sup>st</sup> day of July, 2026:

Approved as to legal sufficiency:

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Jakob Wiley, City Recorder

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City Attorney

Rate Proposal					
Service	Current Rates	Proposed Adjustment	Proposed Rates	Proposed Increase	
<b>Residential Cart</b>					
20 Gal Weekly	\$ 28.74	\$ -	\$ 28.74	0.00%	
35 Gal Weekly	\$ 37.66	\$ 2.39	\$ 40.05	6.33%	
65 Gal Weekly	\$ 52.78	\$ 3.87	\$ 56.65	7.33%	
95 Gal Weekly	\$ 58.03	\$ 2.87	\$ 60.90	4.95%	
35 Gal Monthly	\$ 18.25	\$ 1.27	\$ 19.52	6.95%	
35 Gal Will Call	\$ 15.75	\$ 1.09	\$ 16.84	6.95%	
Extra - 35 Gal Equivalent	\$ 9.40	\$ 0.60	\$ 10.00	6.38%	
Extra - Yard Debris	\$ 4.10	\$ 0.15	\$ 4.25	3.66%	
Yard Debris - Yearly	\$ 85.00	\$ 5.00	\$ 90.00	5.88%	
Recycle Only	\$ 5.70	\$ 0.30	\$ 6.00	5.26%	
<b>Residential Central Billing</b>					
20 Gal Weekly	\$ 28.49	\$ 1.98	\$ 30.47	6.95%	
35 Gal Weekly	\$ 36.16	\$ 2.51	\$ 38.67	6.95%	
65 Gal Weekly	\$ 51.28	\$ 3.56	\$ 54.84	6.95%	
95 Gal Weekly	\$ 55.57	\$ 3.86	\$ 59.43	6.95%	
<b>Commercial Cart</b>					
35 Gal Weekly	\$ 37.66	\$ 2.62	\$ 40.28	6.95%	
65 Gal Weekly	\$ 52.78	\$ 3.67	\$ 56.45	6.95%	
95 Gal Weekly	\$ 57.07	\$ 3.97	\$ 61.04	6.95%	
<b>Commercial Container</b>					
1-1/3 Yard Weekly	\$ 200.83	\$ 13.96	\$ 214.79	6.95%	
1-1/2 Yard Weekly	\$ 221.00	\$ 15.36	\$ 236.36	6.95%	
2 Yard Weekly	\$ 293.81	\$ 20.42	\$ 314.23	6.95%	
3 Yard Weekly	\$ 404.86	\$ 28.14	\$ 433.00	6.95%	
4 Yard Weekly	\$ 538.11	\$ 37.40	\$ 575.51	6.95%	
5 Yard Weekly	\$ 672.63	\$ 46.75	\$ 719.38	6.95%	
6 Yard Weekly	\$ 807.17	\$ 56.10	\$ 863.27	6.95%	
8 Yard Weekly	\$ 1,018.63	\$ 70.79	\$ 1,089.42	6.95%	

Miscellaneous Service Fees	Current Rates	Proposed Adjustment	Proposed Rates	Proposed Increase
Reinstatement Fee	\$ 11.00	\$ -	\$ 11.00	0.00%
Cart Redelivery Fee	\$ 27.50	\$ -	\$ 27.50	0.00%
1st Extra Bag (Small, < 20 Gallon)	\$ 3.85	\$ -	\$ 3.85	0.00%
Add'l Extra Bag (Small, < 20 Gallon)	\$ 2.20	\$ -	\$ 2.20	0.00%
1st Extra Bag (Large, > 20 Gallon)	\$ 5.17	\$ -	\$ 5.17	0.00%
Add'l Extra Bag (Large, > 20 Gallon)	\$ 3.52	\$ -	\$ 3.52	0.00%
Extra Cart (20 Gal.)	\$ 3.85	\$ -	\$ 3.85	0.00%
Extra Cart (35 Gal.)	\$ 8.53	\$ -	\$ 8.53	0.00%
Trash in Yard Debris Cart	\$ 10.89	\$ -	\$ 10.89	0.00%
Trash in Recycle Cart	\$ 12.27	\$ -	\$ 12.27	0.00%
Temp Container Rent (Per Yard, Per Day)	\$ 1.21	\$ -	\$ 1.21	0.00%
Incidental Service Fee (Per 5 Min Increment)	\$ 8.80	\$ -	\$ 8.80	0.00%
Gate Fee	\$ 4.40	\$ -	\$ 4.40	0.00%
1 Truck / 1 Man (Per Hour)	\$ 73.00	\$ -	\$ 73.00	0.00%
1 Truck / 2 Man (Per Hour)	\$ 105.00	\$ -	\$ 105.00	0.00%
Recycle+ Opt-In base Charge (Billed Monthly)	\$ 2.50	\$ -	\$ 2.50	0.00%
Recycle+ Curbside Collection (Each Pick-Up Event)	\$ 9.25	\$ -	\$ 9.25	0.00%
Recycle+ Non-Curbside Collection 5-150 feet (each)	\$ 11.70	\$ -	\$ 11.70	0.00%
Recycle+ Non-Curbside Collection over 150 feet (each)	\$ 13.00	\$ -	\$ 13.00	0.00%
Bulky Item Fees	Current Rates	Proposed Adjustment	Proposed Rates	Proposed Increase
Appliances	\$ 22.00	\$ -	\$ 22.00	0.00%
Fridge, Freezer, AC	\$ 44.00	\$ -	\$ 44.00	0.00%
Dense Foam Mattress (King or Queen)	\$ 19.25	\$ -	\$ 19.25	0.00%
Interspring or Light Foam (King or Queen)	\$ 11.00	\$ -	\$ 11.00	0.00%
Box Springs	\$ 8.25	\$ -	\$ 8.25	0.00%
Couch	\$ 16.50	\$ -	\$ 16.50	0.00%
Chair	\$ 15.00	\$ -	\$ 15.00	0.00%
Tire Off Rim	\$ 5.50	\$ -	\$ 5.50	0.00%
Tire On Rim	\$ 11.00	\$ -	\$ 11.00	0.00%
Truck Tire Off Rim	\$ 11.00	\$ -	\$ 11.00	0.00%
Truck Tire On Rim	\$ 16.50	\$ -	\$ 16.50	0.00%
File Cabinet	\$ 8.25	\$ -	\$ 8.25	0.00%
Treadmill	\$ 22.00	\$ -	\$ 22.00	0.00%
Toilet	\$ 5.50	\$ -	\$ 5.50	0.00%
Car Battery	\$ 11.00	\$ -	\$ 11.00	0.00%
Sharps (1 Gallon)	\$ 19.25	\$ -	\$ 19.25	0.00%
Sharps (5 Gallon)	\$ 25.00	\$ -	\$ 25.00	0.00%
Inside Pick-Up	\$ 5.50	\$ -	\$ 5.50	0.00%
Inside Pick-Up (Per Flight of Stairs)	\$ 9.90	\$ -	\$ 9.90	0.00%
Yard Debris Bags	\$ 3.30	\$ -	\$ 3.30	0.00%

Commercial Rate Schedule - Proposed Rates						
Pickups Per Week	1	2	3	4	5	6
1-1/3 Yard Weekly	\$ 214.79	\$ 402.20	\$ 589.62	\$ 777.03	\$ 964.45	
Each Additional	\$ 176.47	\$ 352.93	\$ 529.40	\$ 705.86	\$ 882.33	
Will Call	\$ 92.78					
Extra Pick Up	\$ 67.38					
1-1/2 Yard Weekly	\$ 236.36	\$ 445.34	\$ 654.33	\$ 863.32	\$ 1,072.30	
Each Additional	\$ 198.04	\$ 396.07	\$ 594.11	\$ 792.14	\$ 990.18	
Will Call	\$ 99.90					
Extra Pick Up	\$ 72.77					
2 Yard Weekly	\$ 314.22	\$ 601.07	\$ 887.92	\$ 1,174.77	\$ 1,461.63	
Each Additional	\$ 275.90	\$ 551.80	\$ 827.70	\$ 1,103.60	\$ 1,379.50	
Will Call	\$ 131.07					
Extra Pick Up	\$ 92.25					
3 Yard Weekly	\$ 433.00	\$ 838.62	\$ 1,244.25	\$ 1,649.87	\$ 2,055.50	
Each Additional	\$ 394.68	\$ 789.35	\$ 1,184.03	\$ 1,578.70	\$ 1,973.38	
Will Call	\$ 170.27					
Extra Pick Up	\$ 121.94					
4 Yard Weekly	\$ 575.51	\$ 1,123.64	\$ 1,671.77	\$ 2,219.91	\$ 2,768.04	\$ 3,316.17
Each Additional	\$ 537.18	\$ 1,074.37	\$ 1,611.55	\$ 2,148.74	\$ 2,685.92	
Will Call	\$ 217.29					
Extra Pick Up	\$ 157.56					
5 Yard Weekly	\$ 719.38	\$ 1,411.39	\$ 2,103.40	\$ 2,795.41	\$ 3,487.42	
Each Additional	\$ 681.06	\$ 1,362.12	\$ 2,043.18	\$ 2,724.24	\$ 3,405.30	
Will Call	\$ 264.77					
Extra Pick Up	\$ 193.53					
6 Yard Weekly	\$ 863.26	\$ 1,699.15	\$ 2,535.03	\$ 3,370.92	\$ 4,206.81	
Each Additional	\$ 824.94	\$ 1,649.87	\$ 2,474.81	\$ 3,299.75	\$ 4,124.69	
Will Call	\$ 312.25					
Extra Pick Up	\$ 229.50					
8 Yard Weekly	\$ 1,089.42	\$ 2,151.47	\$ 3,213.52	\$ 4,275.57	\$ 5,337.62	
Each Additional	\$ 1,051.10	\$ 2,102.20	\$ 3,153.30	\$ 4,204.40	\$ 5,255.50	
Will Call	\$ 386.89					
Extra Pick Up	\$ 286.04					

Service	Current Rates	Proposed Adjustment	Proposed Rates	Proposed Increase
<b>Drop Box</b>				
10 Yard Scheduled Service	\$ 159.50	\$ 10.50	\$ 170.00	6.58%
20 Yard Scheduled Service	\$ 169.50	\$ 10.50	\$ 180.00	6.19%
30 Yard Scheduled Service	\$ 197.00	\$ 13.00	\$ 210.00	6.60%
40 Yard Scheduled Service	\$ 234.00	\$ 16.00	\$ 250.00	6.84%
10 Yard Drop Box	\$ 198.00	\$ 12.00	\$ 210.00	6.06%
20 Yard Drop Box	\$ 208.00	\$ 12.00	\$ 220.00	5.77%
30 Yard Drop Box	\$ 235.50	\$ 14.50	\$ 250.00	6.16%
40 Yard Drop Box	\$ 272.50	\$ 17.50	\$ 290.00	6.42%
< = 20 Yard Compactor	\$ 188.00	\$ 12.00	\$ 200.00	6.38%
< = 29 Yard Compactor	\$ 193.00	\$ 12.00	\$ 205.00	6.22%
30 Yard Compactor	\$ 215.50	\$ 14.50	\$ 230.00	6.73%
40 Yard Compactor	\$ 247.50	\$ 17.50	\$ 265.00	7.07%
30 Yard LEED Box (LEED to Portland Sites)	\$ 625.00	\$ 25.00	\$ 650.00	4.00%
<i>* 15% Surcharge on all Drop Box Disposal Fees (effective 1/1/19)</i>				

Drop Box Fees	Current Rates	Proposed Adjustment	Proposed Rates	Proposed Increase
Rejected Load	\$ 55.00	\$ -	\$ 55.00	0.00%
Compactor Turn Around	\$ 40.00	\$ -	\$ 40.00	0.00%
Dry Run	\$ 36.00	\$ -	\$ 36.00	0.00%
Deadhead Round Trip	\$ 35.00	\$ -	\$ 35.00	0.00%
Occasional Demurrage (Per Day)	\$ 7.70	\$ -	\$ 7.70	0.00%
Occasional Demurrage (Per Month)	\$ 77.00	\$ -	\$ 77.00	0.00%
Ind/Com/MF Demurrage (Per Month)	\$ 60.50	\$ -	\$ 60.50	0.00%
Lid Fee (Perm Box / Month)	\$ 30.00	\$ -	\$ 30.00	0.00%
Lid Fee (Temp Box / Week)	\$ 7.50	\$ -	\$ 7.50	0.00%
Delivery Fee	\$ 38.50	\$ -	\$ 38.50	0.00%
Incidental Service Fee (Per 5 Min Increment)	\$ 8.80	\$ -	\$ 8.80	0.00%



## CITY OF OREGON CITY

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

### Staff Report

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**To:** City Commission **Agenda Date:** July 1, 2026  
**From:** Kyle Christoph, Facilities Manager

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#### **SUBJECT:**

Item 7.b. - Public Works Engineering and Operations Warehouse Roof Replacement

#### **STAFF RECOMMENDATION:**

Staff recommends the City Commission authorize the replacement of the Public Works warehouse roof, including additional fall protection installation and gutter repair sealant protection.

#### **EXECUTIVE SUMMARY:**

The Public Works warehouse roof was an existing component of the building that Public Works renovated in 2021, but was not part of the original project. It has neared the end of its life cycle, and needs replaced to extend the life of the rest of the building components.

#### **BACKGROUND:**

During the renovation and build out of the New Public Works building at 13895 Fir Street, attention and funds were allocated to the front facing office space, and the warehouse was left for future improvements. Over the past 5 years, the warehouse roof has continued to age, and necessary repairs have become more commonplace. In order to protect the building asset itself, as well as the equipment inside, it is necessary to begin upgrading the exterior shell. Multiple options were reviewed including a full tear off of existing material, recovering with a standing seam metal roofing system, or covering the existing metal roof with a Thermoplastic Polyolefin (TPO) membrane. The TPO membrane installation is the most cost-effective in the present and can lead to fewer responses in the future. A standing seam roof replacement would cost in excess of \$1.3 million dollars.

Public Works and the Facilities Department will be contracting with RoofConnect under the state Omnia coop contract for this repair and removes the need for other costs that would be associated with an invitation to bid process.

The staff recommends that the base bid of a 60 mil membrane be combined with alternate package #2 and alternate package #3.

The submitted 60 millimeter membrane project base bid with a cost of a \$472,818 would include a 20 year manufacturer's warranty, and a 2-year workmanship warranty. An addition of alternate #2 would clean and reseal the existing gutters for a total of \$14,520. An addition of alternate #3 would install fall protection and anchor lines to provide safety measures for any future repair work on the surface for a total of \$46,366.

The existing roofing system would remain with additional insulation and blocking to provide the proper substrate for the TPO envelope. This method would limit the downtime for building access, and speed up the install process while also allowing for an additional layer of protection and structure.

**OPTIONS:**

- 1. Approve Public Works Engineering and Operations Warehouse Roof Replacement with additional fall protection installation and gutter repair sealant for a total of \$533,704.
- 2. Approve Public Works Engineering and Operations Warehouse Roof Replacement, amended to include only the base bid at a cost of \$472,818
- 3. Deny Public Works Engineering and Operations Warehouse Roof Replacement and provide further direction.

**BUDGET IMPACT:**

Amount	\$533,704
Fiscal Year(s):	FY26-27
Funding Source(s):	Community Facility Fund 310-525-7032
Included in Approved Budget:	Yes

## CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **RoofConnect** ("Contractor").

### RECITALS

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

B. Contractor 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 **12/31/2026** unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Contractor's performance that has not been cured.

2. Compensation. City agrees to pay Contractor on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **\$533,704**

3. Scope of Services. Contractor'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. 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.

6. 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 below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City  
PO Box 3040  
625 Center Street  
Oregon City, OR 97045  
Attention: City Manager

To Consultant:

RoofConnect  
44 Grant 65  
Sheridan, AR 72150

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

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

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

CITY OF OREGON CITY

RoofConnect

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Anthony J. Konkol, III

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_

City Attorney

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

1. Contractor Identification. Contractor shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor'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 Contractor within thirty (30) days after receipt of Contractor'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 Contractor any fees or costs that City reasonably disputes.

3. Independent Contractor Status.

(a) Contractor is an independent contractor 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) Contractor 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. Contractor 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. Contractor provides services for two or more persons within a 12 month period or routinely engages in advertising, solicitation or other marketing efforts. Contractor makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

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

(c) Contractor 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). Contractor shall furnish the tools or equipment necessary for the contracted labor or services. Contractor agrees and certifies that:

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

(e) Contractor agrees and certifies that it is licensed to do business in the State of Oregon and that, if Contractor 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 Contractor, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Contractor 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 Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

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

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

6. Payment of Laborers: Payment of Taxes.

(a) Contractor shall:

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

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

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

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

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

(d) Contractor and subcontractors, 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. SubContractors and Assignment.

Contractor 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 Contractor.

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

9. Ownership of Work Product: License. All work products of Contractor 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 Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor 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 Contractor 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. Contractor shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

(b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for workers' compensation as required by the State of Oregon. Contractor 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 Contractors of Contractor shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Contractor shall maintain comprehensive general and automobile liability insurance for protection of Contractor and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor'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 Contractor.

14. Legal Expenses. In the event legal action is brought by City or Contractor 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

## STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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 Contractor 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. Contractor 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. Contractor 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 Contractor. Copies as requested shall be provided free of cost to City.

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

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 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,

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

may request such appointment by the presiding judge of the Clackamas County Circuit Court.

jurisdiction's conflicts of law, rules or doctrines.

(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

<https://oregoncity1.sharepoint.com/sites/ocfacilities/Shared%20Documents/New%20Contracts%20SOP/Exhibit%20B%20Standard%20Terms%20and%20Conditions.pdf>

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

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

6. Payment of Laborers; Payment of Taxes.

(a) Contractor shall:

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

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

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

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

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

(d) Contractor and subcontractors, 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. SubContractors and Assignment.

Contractor 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 Contractor.

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

9. Ownership of Work Product; License. All work products of Contractor 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 Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor 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 Contractor 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. Contractor shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.



**Date: 6/11/2026**  
**City of Oregon City, OR**

**Roof Replacement Warehouse at Facilities Complex**  
**13895 Fir Street**  
**Oregon City, OR 97045**

**Bid #: BID-72672**  
**OMNIA Contract # R230403**

**Eric Pickert**  
[eric.pickert@roofconnect.com](mailto:eric.pickert@roofconnect.com)

*The proposed prices are based on current material and energy costs, current production schedule and all noted assumptions made herein. Some of these factors are very volatile and represent significant factors that influence the proposed prices.*

## SCOPE OF WORK

### Base Bid:

- TPO roof membrane system
- 20-year manufacturer's warranty
- Approximate square feet:
- Estimated Start:
- Project Duration:

### Safety and Project Preparation:

- Perform a pre-job meeting to determine jobsite logistics and safety requirements.
- Furnish proposed construction schedule, if needed.
- Furnish and install proper safety equipment.
- Furnish and install warning lines to identified areas associated with ground related roofing activities.
- Clean existing roof free from debris and contaminants.

### System Application:

- Base Bid, 60 MIL TPO, 20 Year NDL warranty
- Set up safety for the duration of the project.
- Cut back the metal roof panels at the roofs eave to accommodate new drip metal into the existing gutters.
- Install ½" CDX plywood strips around the perimeter of the roof to create a structural attachment point for new edge metal.
- Install wood blocking under the 4 skylights on the North end of the building to increase the curb height to 8" minimum.
- Install custom EPS flute filler in the lows of the existing roof panels to create a flat substrate.
- Mechanically attach one layer of ½" High Density insulation to function as a coverboard for the new roof assembly.
- Install tapered crickets at the top side of the skylights to divert water around the curbs.
- Install a new, .060 MIL TPO roof system, attached to the roof purlins with purlin screws and rhinobond induction weld plates.
- System includes all new pipe boots, detail membranes, and wall flashings to complete watertight system.
- This assembly includes the manufacturers 20 Year, No Dollar Limit warranty.
- At the roof's edges, install new clad metal drip edge at the eaves, and gravel stop flashings at the rake conditions.
- Install new 24GA standard color coping metal on the south wall.
- Install new reglet metal at the vertical walls on the small connector roof.
- All equipment and dumpsters are included in the base bid.
- Remove all roof related trash and debris.

**»»» Miscellaneous**

- Nightly tie-ins will be performed to ensure watertight integrity during project.
- Job site will be cleaned daily during the project and at the completion of the project.

**»»» Warranty**

- Once final inspection is performed and final payment is received, provide a 20 year year manufacturer Warranty.
- Roofing Contractor workmanship warranty: 2 year

**»»» BASE BID:**

<b>Base Bid Subtotal:</b>	<b>\$463,725.00</b>	<b>Accepted:</b> <input type="checkbox"/>
<b>P &amp; P Bonds:</b>	<b>\$9,093.00</b>	<b>Accepted:</b> <input type="checkbox"/>
<b>Base Bid Total:</b>	<b>\$472,818.00</b>	<b>Accepted:</b> <input type="checkbox"/>

## ALTERNATE PROPOSALS

The following alternate proposals modify the Base Proposal as indicated as below:

**»»» Alternate Option #1:**

Alternate 1, 80 MIL 25-year Warranty:

- Upgrade the membrane to 80 MIL TPO and increase the NDL warranty to 25 years

**Add:**

<b>Alternate 1 Subtotal:</b>	<b>\$686,054.00</b>	<b>Accepted:</b> <input type="checkbox"/>
<b>P &amp; P Bonds:</b>	<b>\$12,405.00</b>	<b>Accepted:</b> <input type="checkbox"/>
<b>Alternate 1 Total with Bonds</b>	<b>\$698,459.00</b>	<b>Accepted:</b> <input type="checkbox"/>

 **Alternate Option #2:**

- Clean and reseal the gutters with new sealant.

**Add:**

<b>Alternate 2 Subtotal:</b>	<b>\$14,235.00</b>	<b>Accepted:</b> <input type="checkbox"/>
<b>P &amp; P Bonds:</b>	<b>\$285.00</b>	<b>Accepted:</b> <input type="checkbox"/>
<b>Alternate 2 Total:</b>	<b>\$14,520.00</b>	<b>Accepted:</b> <input type="checkbox"/>

 **Alternate Option #3:**

- Fall protection and anchors lines.

**Add:**

<b>Alternate 3 Subtotal:</b>	<b>\$45,676.00</b>	<b>Accepted:</b> <input type="checkbox"/>
<b>P &amp; P Bonds:</b>	<b>\$690.00</b>	<b>Accepted:</b> <input type="checkbox"/>
<b>Alternate 3 Total:</b>	<b>\$46,366.00</b>	<b>Accepted:</b> <input type="checkbox"/>

**Schedule of Reimbursement: To be determined**

**Notes:**

- Upon awarding the project, Payment and Performance (P&P) bonds will be requested. Once the bonds are received an invoice will be immediately issued for payment.
- Once the project is awarded, any required architectural or engineering services, as well as builder's risk insurance, will be invoiced for immediate payment.

**Exclusions:**

- Bonds, permits, and taxes are not included in the price unless stated above.
- Attic insulation, Wood Nailers, Curbs, Soffit, Fascia, Ladders and Vents are excluded. Only sheet metal associated with Roofing is included, unless otherwise stated above.
- RoofConnect is not responsible for Plumbing, Electrical, HVAC, and Containers which may be necessary to complete the project, unless otherwise stated above. RoofConnect is not responsible for Interpretation of Local Building Code.
- This proposal is based upon current, applicable Design Standards and Suitable Decking System for Roof System proposed on this Project. This Proposal is valid for 30 days from above Date.
- Decking, Decking Support Structure, Skylight/Smoke/Hatch Attachment, Mechanical, Plumbing, Electrical, Sheathing, Framing, Bonding, Interior work or protection, Night Work, Additional Mobilizations, Exterior Cladding are excluded.



## Preventative Maintenance Program

You have made the investment and now have a new roofing system. The key to extending the life of this asset is proper maintenance and the completion of timely repairs on a yearly basis or when the need for maintenance is first noticed.

RoofConnect has developed an asset management program to help you complete this very important task. Our program evaluates your roof yearly for maintenance and potential repair items. We then create a customized program with prescribed steps for maintenance and repair. A Customer Service Specialist will be assigned as your primary contact for repairs and we will provide numbers to allow for budgeting and planning for the future.

This investment is more than just a roof. This is one of your largest investments your business has and provides peace of mind knowing your building's contents are protected. With RoofConnect's asset management program, you can take comfort in knowing the serviceable life of your roof asset will be extended and will provide a dry, safe space for employees and customers.

- Annual roof system inspection
- Report & analysis

(1) Yes, I would like to enroll in RoofConnect's Annual Preventative Maintenance Program...\$.025 per square ft (\$1,000 minimum annual charge)	<input type="checkbox"/>
(2) No, I do not want to enroll in a program to maintain my roof and extend my warranty term.	<input type="checkbox"/>
<b>Signature:</b> _____	<input type="checkbox"/>

Preventative Maintenance Program Pricing Options:	Minimum* annual fee of \$1,000.00 per year for 20 years -or-	<input type="checkbox"/>
	Minimum* one-time up-front fee of \$24,500.00  <i>*See pricing chart below for exact pricing model.</i>	<input type="checkbox"/>

### Warranty Extension Program Pricing Options

Year	0 - 40,000 SF	40,001 - 100,000 SF	100,001 - 200,000 SF	200,001 - 500,000 SF	500,000 SF +
1	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00	\$ 2,500.00	\$ 3,000.00
2	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00	\$ 2,500.00	\$ 3,000.00
3	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00	\$ 2,500.00	\$ 3,000.00
4	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00	\$ 2,500.00	\$ 3,000.00
5	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00	\$ 2,500.00	\$ 3,000.00
6	\$ 1,150.00	\$ 1,700.00	\$ 2,200.00	\$ 2,750.00	\$ 3,300.00
7	\$ 1,150.00	\$ 1,700.00	\$ 2,200.00	\$ 2,750.00	\$ 3,300.00
8	\$ 1,150.00	\$ 1,700.00	\$ 2,200.00	\$ 2,750.00	\$ 3,300.00
9	\$ 1,150.00	\$ 1,700.00	\$ 2,200.00	\$ 2,750.00	\$ 3,300.00
10	\$ 1,150.00	\$ 1,700.00	\$ 2,200.00	\$ 2,750.00	\$ 3,300.00
11	\$ 1,300.00	\$ 1,900.00	\$ 2,500.00	\$ 3,150.00	\$ 3,800.00
12	\$ 1,300.00	\$ 1,900.00	\$ 2,500.00	\$ 3,150.00	\$ 3,800.00
13	\$ 1,300.00	\$ 1,900.00	\$ 2,500.00	\$ 3,150.00	\$ 3,800.00
14	\$ 1,300.00	\$ 1,900.00	\$ 2,500.00	\$ 3,150.00	\$ 3,800.00
15	\$ 1,300.00	\$ 1,900.00	\$ 2,500.00	\$ 3,150.00	\$ 3,800.00
16	\$ 1,450.00	\$ 2,100.00	\$ 3,000.00	\$ 3,600.00	\$ 4,400.00
17	\$ 1,450.00	\$ 2,100.00	\$ 3,000.00	\$ 3,600.00	\$ 4,400.00
18	\$ 1,450.00	\$ 2,100.00	\$ 3,000.00	\$ 3,600.00	\$ 4,400.00
19	\$ 1,450.00	\$ 2,100.00	\$ 3,000.00	\$ 3,600.00	\$ 4,400.00
20	\$ 1,450.00	\$ 2,100.00	\$ 3,000.00	\$ 3,600.00	\$ 4,400.00
<b>20 Year Total</b>	<b>\$ 24,500.00</b>	<b>\$ 36,000.00</b>	<b>\$ 48,500.00</b>	<b>\$ 60,000.00</b>	<b>\$ 72,500.00</b>



## ACCEPTANCE

As authorized representative of City of Oregon City, OR, I hereby accept the above proposal, summarized as follows: Pricing is only valid for 30 days due to material volatility.

Proposed Item	Price	Accepted
Base Bid Subtotal	\$463,725.00	<input type="checkbox"/>
P & P Bonds	\$9,093.00	<input type="checkbox"/>
Base Bid Total	\$472,818.00	<input type="checkbox"/>
Alternate 1 Subtotal	\$686,054.00	<input type="checkbox"/>
P & P Bonds	\$12,405.00	<input type="checkbox"/>
Alternate 1 Total	\$698,459.00	<input type="checkbox"/>
Alternate 2 Subtotal	\$14,235.00	<input type="checkbox"/>
P & P Bonds	\$285.00	<input type="checkbox"/>
Alternate 2 Total	\$14,520.00	<input type="checkbox"/>
Alternate 3 Subtotal	\$45,676.00	<input type="checkbox"/>
P&P Bonds	\$690.00	<input type="checkbox"/>
Alternate 3 Total	\$46,366.00	<input type="checkbox"/>
Preventative Maintenance Program	Minimum \$1,000.00 per annual	<input type="checkbox"/>

ACCEPTANCE: The undersigned Customer hereby accepts this Proposal/Contract and, intending to be legally bound hereby, agrees that this writing, including the terms and conditions and documents incorporated herein, shall be a binding contract and shall constitute the entire contract upon execution of this Contract by Customer and RoofConnect. Any additional or different terms and conditions set forth in the Customer's purchase order or any other agreement between Customer and RoofConnect are expressly rejected by RoofConnect and shall not be binding upon RoofConnect. Any modification to this Proposal/Contract, including the terms and conditions and documents incorporated herein, must be in writing, signed by both parties, and it must expressly state that it is intended to modify this Proposal/Contract and its terms and conditions or documents incorporated herein.

**ACCEPTED BY:**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved  
Contract  
Amount:**

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**\$**

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**Purchase  
Order Number:**

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## PROJECT AGREEMENT TERMS AND CONDITIONS

**Nature of Work.** The construction services will be performed by a roofing contractor member of RoofConnect (hereinafter referred to as the "Roofing Contractor") who is qualified and licensed to perform the construction work and services referenced in this Proposal/Contract. The Roofing Contractor shall furnish the labor and material to perform the Work described herein and/or in the referenced contract documents. Neither RoofConnect nor the Roofing Contractor provide design, engineering or architectural services. It is Customer's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished by Customer, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Customer or its licensed architect or engineer is responsible for any loss, damage or expense due to defects in plans or specifications or building code violations, unless such damage results from a deviation by Roofing Contractor from what is specified. Customer is responsible for any losses due to condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which the Roofing Contractor's roofing Work is installed.

**Deck.** Customer warrants that structures on which the Roofing Contractor is to work are in sound condition and capable of withstanding roof construction, equipment and operations. Commencement of roof installation indicates only that the surface of the roof deck appears satisfactory to attach roofing materials and that no visible defects were apparent. Customer and/or its designers and other contractors are responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening and moisture content of the roof deck. Customer is responsible to test or assess moisture content of the roof deck or substrate.

**Asbestos and Toxic Materials.** This Proposal/Contract is based on not coming into contact with asbestos-containing or toxic materials ("ACM"). Customer is responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. The Contract Price shall be increased for additional expenses resulting from the presence of ACM. Customer shall indemnify RoofConnect and Roofing Contractor from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.

**Payment.** Unless stated otherwise on the face of this Proposal/Contract, within ten (10) days of substantial completion of the Work, Customer shall pay RoofConnect the Contract Price plus any additional charges for changed or extra work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to RoofConnect by the fifth (5th) day of the month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1% per month (12% per year). RoofConnect shall be entitled to recover from Customer all costs of collection incurred by RoofConnect, including attorneys' fees, resulting from Customer's failure to make proper payment when due. Customer's acceptance of the Work and payment from Customer is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing. Customer acknowledges that RoofConnect is not an insurance adjuster and that RoofConnect cannot and will not negotiate directly with Customer's insurance carriers on Customer's behalf. Customer shall be solely responsible for payment in full to RoofConnect and any reimbursement to Customer by an insurance carrier shall be Customer's sole responsibility to negotiate and resolve.

**Right to Stop Work.** The failure of Customer to make proper payment when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle RoofConnect, at its discretion, to direct Roofing Contractor to suspend all Work and shipments, including furnishing warranty, until full payment is made. The time period to perform the Work shall be extended for a period equal to the period during which the Work was suspended, and the Contract Price shall be increased by the amount of reasonable costs of shut-down, delay and start-up.

**Insurance.** RoofConnect shall require its Roofing Contractor to carry workers' compensation and commercial general liability insurance. Upon request by Customer, RoofConnect will furnish to Customer a Certificate of Insurance showing the Roofing Contractor's insurance coverage. Customer shall purchase and maintain builder's risk and property insurance sufficient to cover the total value of the entire Project on a replacement cost basis, including labor and materials furnished, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and partially completed Work until the job is completed and accepted. Moneys owed to RoofConnect shall not be withheld by reason of any damage or claim that is covered by liability, property or builder's risk insurance.

**Additional Insured.** If Customer requires that Customer or others be listed as additional insureds on the liability insurance policy, Customer agrees that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured only to the extent the claim is due to the negligence of the Roofing Contractor and it does not apply to or make the insurer liable for claims that are due to the fault of the additional insured.

**Clean-up; Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior depending on existing building conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Customer shall be responsible for clean-up, disturbance, damage or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold harmless RoofConnect and Roofing Contractor from claims of tenants who were not so notified and did not provide protection. Unless otherwise specified on the face of this Proposal/Contract, Customer shall provide all trash dumpsters for disposal of roofing materials during performance of the Work.



**Deck Repairs and Unforeseen Conditions.** Any work required to replace rotten or missing wood or deteriorated decking to make the deck suitable for roof installation shall be done on a labor and material or unit price basis as an extra unless specifically included in the Scope of Work. Deck repairs or replacement shall be performed as needed to provide an adequate substrate for the roofing materials. Unforeseen conditions that may affect the Work will be reported to Customer and authorization requested prior to permanent repairs being performed.

**Schedule.** Any dates provided in this Proposal/Contract for commencement and progress of the Work are estimated and subject to change. RoofConnect will promptly notify Customer of any changes in the date of commencement or estimated date of completion of the Work.

**Damages and Delays/Force Majeure.** Customer shall coordinate the Project so that the Project proceeds in an orderly and customary manner and so as to avoid newly installed roofing being used as a surface for on-going construction work. If others damage the Work, including damage to temporary tie-ins and punctures, cuts and tears in the roof membrane or flashings, Customer agrees to backcharge those causing the damage. Any repairing of the same will be charged as an extra on a time and materials basis, and the time for performance shall be extended for a time sufficient to make such repairs. For damage or delay caused by circumstances beyond the control of the parties, including but not limited to acts of God, pandemics, epidemics, quarantines, accidents, unavoidable casualties, snow, ice dams, fire, adverse weather, vandalism, regulation, strikes, jurisdictional disputes, disruption in supply chains, failure or delay of transportation, shortage of or inability to obtain materials or equipment or labor and delays caused by others, the time for performance of the Work shall be extended and the Contract Price shall be increased for additional costs of performing the Work due to such circumstance(s).

**Roof Projections.** The Work includes flashing roof projections that are in place prior to installation of roofing or shown on the architectural plans provided by Customer. Penetrations not shown on the plans provided by Customer prior to submittal of this Proposal/Contract or required after installation of roofing shall be considered an order for extra work, and the Contract Price shall be increased based on time and material rates for additional expenses resulting from additional penetrations.

**Changes in the Work and Extra Work.** Customer shall be entitled to request in writing extra or changed work that is not part of the original Scope of Work, and the total Contract Price shall be adjusted accordingly. Customer shall not give orders for work that is required to be performed at that time and then refuse to make payment on the grounds that a Change Order was not executed at the time the work was performed or Customer's representative was not authorized to order the change. This Proposal/Contract is based upon all Work being performed during regular working hours. Extra charges will be made for overtime and Work performed outside of regular working hours, if required by Customer.

**Wind Loads or Uplift Pressures.** Design Professional is responsible to design the Work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, the Contract Price is based solely on manufacturer's printed test results. No representations are made regarding wind uplift capacity.

**Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

**Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold RoofConnect and Roofing Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

**Material Cost Escalation.** Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control of the parties. If there is an increase in these or other roofing products between the date of this Proposal/Contract and the time when the Work is to be performed, the Contract Price may be increased to reflect the additional cost, upon submittal of written documentation and advance notice.

**Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer shall be valid unless previously authorized in writing by RoofConnect and unless written notice is given to RoofConnect within five (5) days of the event, act or omission which is the basis of the backcharge.



**Roof Top Safety.** Customer warrants there will be no live power lines on or near the roof servicing the building where the Work will be performed and that Customer will turn off any such power supplies to avoid an electrocution risk. Customer will indemnify Roofing Contractor and RoofConnect from personal injury and other claims and expenses if Customer fails to turn-off power so as to avoid injury resulting from the presence of concealed electrical conduit and live electrical power. Customer is responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Customer shall shut down roof located electronic equipment that emits or receives radio frequency waves while the Work is being performed on the roof so that workers will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold harmless RoofConnect and Roofing Contractor from any personal injury claims resulting from a failure by Customer to do so. Except for workers performing the Work, Customer is responsible for the safety of persons or entities whom Customer allows or authorizes to be on the roof. Customer agrees to and shall indemnify and hold Roofing Contractor and RoofConnect harmless, including attorneys' fees, from claims for personal injury by persons or entities whom Customer has allowed or authorized to be on the roof.

**Conduit and Materials Attached to Deck.** The Contract Price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or top side of the roof deck upon which the new roof will be installed. Customer is responsible for all loss and damage caused by conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.

**Availability of Site.** Customer shall provide direct access to the work site for the passage of trucks and materials and direct access to the roof. The raising, disconnection, re-connection, or relocation of any mechanical equipment on the roof that may be necessary to perform the roofing work shall be performed by others or treated as an extra. The Work shall not be required to begin until underlying areas are ready and acceptable to receive the Work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips to and from the job as a result of the job not being ready for the Work after Customer has provided notice to proceed will be charged as an extra. Customer shall provide at the worksite sufficient storage room for all materials and reasonable use of such facilities as scaffolding, elevators, and such other equipment as may be available for handling materials. Customer shall permit the use of driveways and paved areas leading to or adjacent to the worksite for equipment without liability occasioned by such use. Customer shall supply at the worksite for performance of the Work: water, power, site security, and clear access to work area.

**Warranty.** A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this Proposal/Contract. It is expressly agreed that in the event of alleged defects in the materials furnished, Customer shall have recourse only against the manufacturer of such material. The Roofing Contractor's workmanship warranty, which shall warrant the workmanship for a period of 12 months from completion of the Work, shall be furnished to the Customer. The workmanship warranty will not extend to conditions, leaks or damages caused by (1) abuse, misuse, vandalism, lack of maintenance, accident or negligence in maintaining the roof by Customer or others; (2) lightning, hail, windstorm, hurricane, earthquake, thermal shock or other acts of God; (3) other building components, including solar equipment, building movement, cracking, settlement, deflection of roof deck, dry rot, deterioration of walls, water entry through masonry or other building components, vapor condensation from below, and defects in the materials used as a base under the roof; (4) faulty vents, equipment supports, and other penetrations of the roof work and edge conditions, unless such items were included in the Work; (5) installation, service or maintenance of roof top equipment, solar equipment, plant media, overburden or traffic of any nature on the roof by Customer or others; (6) acts or omissions of Customer or others; (7) movement of metal work; (8) ponding of water; (9) discharge of oils, greases, solvents or chemicals; (10) damage caused by termites, insects, birds or animals; (11) penetration of the roofing from beneath by nails or other fasteners; (12) ice dams; or (13) blockage of roof drains or gutters. If, during the term of the workmanship warranty, the subject property is exposed to tornadoes, hurricanes, or earthquakes, the warranty will be void and cancelled. **ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

**Existing Conditions.** Customer is responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by Roofing Contractor.

**Mold.** Customer agrees to act promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly including prompt notice to RoofConnect if Customer believes there are roof leaks. Repairs to deficient workmanship shall be made promptly after RoofConnect receives written notice of leaks. Customer is responsible for monitoring any leak areas and for indoor air quality. Customer shall hold harmless and indemnify RoofConnect and Roofing Contractor from claims due to indoor air quality and resulting from a failure by Customer to maintain the building in a manner to avoid growth of mold.

**Material References.** Technical specifications (i.e., R-value, ASTM or UL compliance) of materials used are represented as such by the material manufacturers. RoofConnect and its Roofing Contractor are not responsible for verifying such technical specifications.

**Oil-canning.** Metal roofing and wall panels, especially lengthy flat-span sheet-metal panels, often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing work performed. The type of metal roofing or wall panels specified can affect the degree of oil-canning. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.



**Specific Exclusions.** Unless specifically included in the Scope of Work on the face of this Proposal/Contract, the following items are expressly excluded from the Work: (1) bonds of any kind; (2) costs for permits and third-party inspections; (3) overtime, after-hours work, and work on any legally recognized holiday; (4) LEED Certification or any other type of green building certification; (5) repair of any damaged landscaping and repair or painting of other property; (6) abatement of asbestos and any other hazardous material; (7) labor and materials not specifically described on the face of this Proposal/Contract; and (8) security services.

**Dispute Resolution.** If a dispute arises between the parties with respect to any matters or questions arising out of or relating to this Contract or the breach thereof, the parties will seek to mediate the dispute. If mediation is unsuccessful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. Customer agrees to the joinder of any third parties, including Roofing Contractor, in the arbitration proceeding at the request of RoofConnect. The location of such arbitration shall be Little Rock, Arkansas or such other location as agreed by the parties. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. Any legal claim against RoofConnect must be initiated no later than two (2) years after completion of the Work. Collection matters may be processed through litigation or arbitration at the discretion of RoofConnect.

**Governing Law.** This Contract/Proposal shall be governed by the laws of the State of Arkansas.

**Limitation of Liability.** ROOFCONNECT SHALL NOT IN ANY CIRCUMSTANCE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT CLAIMS (INCLUDING NEGLIGENCE) OR OTHER GROUNDS, BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, LOSS OF PRODUCT OR PRODUCTION AND SIMILAR LOSSES. TO THE FULLEST EXTENT PERMITTED BY LAW, ROOFCONNECT'S LIABILITY FOR DAMAGES ARISING OUT OF THIS PROPOSAL/CONTRACT AND/OR THE WORK, WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORTS (INCLUDING NEGLIGENCE) OR OTHER GROUNDS, SHALL NOT EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) OR THE CONTRACT PRICE, WHICHEVER IS LESS. Customer acknowledges and agrees that any advice or other assistance furnished by RoofConnect regarding any labor, equipment, goods, materials, or systems, whether or not furnished hereunder, is provided solely in RoofConnect's capacity as manager of a network of roofing contractors and shall not be construed as advice or assistance of a professional consultant, engineer or designer; therefore, RoofConnect shall have no liability to Customer or others with respect to any such advice or assistance.

**Status of RoofConnect.** It is understood by the parties that RoofConnect itself is not a licensed construction contractor and will not itself perform the construction services referenced in this Proposal/Contract. RoofConnect provides a network of leading professional roofing contractors operating throughout the United States. The construction services will be performed by a Roofing Contractor member of RoofConnect who is qualified and licensed to perform the construction work and services referenced in this Proposal/Contract.

**Entire Agreement.** This Proposal/Contract, including these Terms and Conditions and documents specifically listed as Contract Documents on the Proposal/Contract, constitutes the entire agreement between the parties with respect to the subject matter herein.



The National Roofing Contractors Association (NRCA) performed a study comparing three roof maintenance philosophies and their impact on roof life. Their findings showed the following:

Maintenance Type	Average Life Span
Unmaintained	10 to 14 years
Maintained	14 to 20 years
Managed	20 to 35 years

## ROOFING TOTAL COST OF OWNERSHIP REACTIVE VS. PREVENTATIVE MAINTENANCE

IN GENERAL, MAINTENANCE FALLS INTO TWO CATEGORIES: REACTIVE OR PREVENTATIVE.

**REACTIVE MAINTENANCE** focuses on repairing an asset once failure occurs. **PREVENTATIVE MAINTENANCE**, however, focuses on avoiding repairs and asset failure through preventative and predictive methods.

### THE BENEFITS OF PREVENTATIVE MAINTENANCE

Preventative maintenance is a management strategy to provide and maintain serviceable roofing assets. It is a multi-year planned strategy to select most effective treatments to preserve your roof, to impede their future deterioration and to maintain or to improve their functional condition while maintaining a safe and dry building interior.



A study on repair costs was performed by the country's largest roofing manufacturer. They found the average cost to maintain a roof as part of an asset management program to be \$0.04 per square foot. The average cost of repairs performed on a reactive basis was four times as much at \$0.16 per square foot! While these studies can provide an idea of the costs associated with reactive repairs, they did not include the hidden costs resulting from the need for roof repair. These include damage to insulation (loss of energy efficiency), deck degradation (structural concerns), damage to ceiling tiles, business disruptions, product loss, and slip & fall litigation.

### TOTAL COST OF OWNERSHIP

Choosing to pursue a preventative maintenance plan can save you money and extend the life of your roof. In the example in Figure 2, a case study was performed, comparing total cost of ownership when a preventative maintenance plan is enacted versus the cost of maintaining your roof asset reactively.

**THE PREVENTATIVE MAINTENANCE PLAN NOT ONLY EXTENDS THE LIFE OF YOUR ROOF BUT SAVES YOU 43% OF THE TOTAL COST PER YEAR!**

REACTIVE MAINTENANCE		PREVENTATIVE MAINTENANCE	
Roof Installation Cost	\$265,000.00	Roof Installation Cost	\$265,000.00
Leak Service	\$48,000.00	PM Cost (annual inspection/maintenance)	\$85,000.00
Repair Cost	\$15,000.00	Leak Service	\$10,000.00
<b>Total Cost Roof #1</b>	<b>\$328,000.00</b>	<b>Total Cost</b>	<b>\$375,000.00</b>
Life of Roof (years)	12	Life of Roof (years)	24
Re-roof Installation Cost	\$265,000.00		
Leak Service	\$48,000.00		
Repair Cost	\$15,000.00		
<b>Total Cost of Roof #2</b>	<b>\$328,000.00</b>		
<b>Total Cost Over 24 Years</b>	<b>\$656,000.00</b>	<b>Total Cost Over 24 Years</b>	<b>\$375,000.00</b>
<b>Total Cost of Ownership (per year)</b>	<b>\$23,333.00</b>	<b>Total Cost of Ownership (per year)</b>	<b>\$15,625.00</b>



**CITY OF OREGON CITY**

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

**Staff Report**

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**To:** City Commission **Agenda Date:** July 1, 2026  
**From:** Dayna Webb, Public Works Director

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**SUBJECT:**

Item 7.c. - Personal Services Agreement with Brown and Caldwell, Inc. for the NPDES MS4 and TMDL Support (PS 26-007)

**STAFF RECOMMENDATION:**

Award the contract and authorize the City Manager to execute the Personal Services Agreement with Brown and Caldwell, Inc. in the amount of \$99,981.00 for engineering services related to advising and providing consulting services required for the City’s State NPDES Permit. This is a one-year contract for NPDES MS4 and TMDL Support (PS 26-007).

**EXECUTIVE SUMMARY:**

The City’s renewed National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit became effective on October 1, 2021, and provides guidance and requirements from the State. The City of Oregon City is a co-permittee on the permit along with other jurisdictions within Clackamas County. Each co-permittee is responsible for ensuring that its respective agency meets the requirements outlined within the permit for each of their respective agencies.

The Scope of Work reflects activities to be completed in the 2026-2027 fiscal year, including work assisting with the City’s annual report due in December 2026. The annual report is associated with the NPDES MS4 permit and Total Maximum Daily Load (TMDL) compliance and includes potential NPDES MS4 permit negotiations with the Oregon Department of Environmental Quality (DEQ).

**BACKGROUND:**

On March 15, 2011, the Oregon Department of Environmental Quality issued a renewed Phase I National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) permit for the Clackamas County jurisdictions.

The City’s renewed NPDES MS4 permit became effective on October 1, 2021, and provides guidance and requirements from the State. The City of Oregon City is a co-permittee on the permit along with other jurisdictions within Clackamas County. Each co-permittee is responsible for ensuring that its respective agency meets the requirements outlined within the permit for each of their respective agencies.

The Scope of Work reflects activities to be completed in the 2026-2027 fiscal year, including work assisting with the City’s annual report due in December 2026. The annual report is associated with the NPDES MS4 permit and Total Maximum Daily Load (TMDL)

compliance and includes potential NPDES MS4 permit negotiations with the Oregon Department of Environmental Quality (DEQ).

Brown and Caldwell, Inc. has a long history of providing consulting engineering services to many of the Clackamas County stormwater agencies, including Oregon City, and oversees the overall coordination of the permit for the co-permittees.

This procurement follows Oregon City Municipal Code 2.40.020, which allows use of the Attorney General Model Rules for Engineering and Architectural Services. OAR 137-048-0200 allows for a direct appointment procedure of Related Services to an Architectural and Engineering Services procurement, when the total contract value is under \$100,000.

**OPTIONS:**

1. Approve Personal Services Agreement with Brown and Caldwell, Inc. for the NPDES MS4 and TMDL Support (PS 26-007).
2. Approve Personal Services Agreement with Brown and Caldwell, Inc. for the NPDES MS4 and TMDL Support (PS 26-007) with Amendments.
3. Deny Personal Services Agreement with Brown and Caldwell, Inc. for the NPDES MS4 and TMDL Support (PS 26-007) and provide further direction.

**BUDGET IMPACT:**

Amount	\$99,981.00
Fiscal Year(s):	2026-27
Funding Source(s):	Stormwater Fund
Included in Approved Budget:	Yes

**CITY OF OREGON CITY  
PERSONAL SERVICES AGREEMENT  
NPDES MS4 and TMDL Support (PS 26-007)**

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **BROWN AND CALDWELL, 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 expiration date, 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 **ninety-nine thousand, nine-hundred, eighty-one dollars and 00/100 cents (\$99,981.00)**.

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  
Public Works  
13895 Fir Street  
Oregon City, OR 97045

To Consultant: **Brown and Caldwell, Inc.**  
6500 SW Macadam Avenue, Suite 200  
Portland, OR 97239

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

**CITY OF OREGON CITY**

**BROWN AND CALDWELL, INC**

By: _____	By: _____
Name: <u>Dayna Webb, P.E.</u>	Name: _____
Title: <u>Public Works Director</u>	Title: _____
Dated: _____	Dated: _____

ORIGINAL CITY COMMISSION APPROVAL  
DATE (IF APPLICABLE):

By: \_\_\_\_\_

Name: Anthony J. Konkol, III

Date: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

APPROVED TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A

# 2026/2027

# NPDES MS4 Permit Compliance, TMDL Compliance, and Stormwater Management Support Services

## Scope of Work

This Scope of Work reflects activities to be completed by Brown and Caldwell (BC) during the 2026/2027 fiscal year to support the City of Oregon City (City) with compliance tasks associated with the National Pollutant Discharge Elimination System (NPDES) municipal separate storm sewer system (MS4) permit, Total Maximum Daily Load (TMDL) requirements and other needs related to the City's stormwater management program.

### Phase 1 Support for NPDES MS4 and TMDL Annual Reporting

**Objective** To support the City in the preparation of its NPDES MS4 and TMDL annual compliance reports, summarizing activities for the 2025/2026 permit year.

**Activities** The 2025/2026 reporting year covers the time-period between July 1, 2025, and June 30, 2026, and the annual report is due to DEQ on December 1, 2026.

For the NPDES MS4 permit and TMDL annual compliance reports, tabular matrices have been developed for use in compiling information to summarize activities conducted during the reporting period. The annual report matrices include columns for reporting the status of meeting measurable goals and tracking measures as identified in the City's Stormwater Management Program Document (SWMP) and the TMDL Implementation Plan (TIP). The City will prepare the annual reports and populate the associated matrices for BC's review.

Based on information compiled into the report and provided by the City, BC will review and comment on the tabular matrix, the narrative report, the TMDL annual report, and any associated data (including monitoring data) for completeness and clarity. BC will also conduct a review of the City's completed Your DEQ Online (YDO) form for submission and provide redlines and comments based on a completeness review.

**Deliverables** Deliverables for Phase 1 include the following:

- A reviewed copy of the City's NPDES MS4 2025-2026 annual report and the TMDL annual report with suggested revisions in track changes and comments provided in the margins.
- A reviewed copy of the City's completed YDO form for the 2025-2026 reporting year with suggested revisions in track changes and comments provided in the margins.

**Assumptions** For Phase 1, they include the following:



- BC assumes the draft annual report and matrices as well as the completed YDO form will be provided to BC no later than September 30, 2026.
- BC will provide one round of consolidated comments on the draft annual report and matrices within 3 weeks of receiving them from the City.
- Word processing formatting support has not been included in this scope.

## Phase 2 Meeting Attendance and Facilitation

<b>Objective</b>	To facilitate (as requested) and attend Clackamas co-permittee coordination meetings and/or meetings with DEQ or other Phase I jurisdictions, on behalf of the City.
<b>Activities</b>	Up to 32 hours allotted, BC will facilitate (as requested) and attend Clackamas co-permittee meetings to support consistency, efficiency, and coordination on specific permit compliance issues with other co-permittees. In addition, BC will attend and assist with meetings that may be held with DEQ, the City, and/or other NPDES MS4 permitted jurisdictions to coordinate on permit compliance issues associated with the current MS4 permit or implementation issues associated with Willamette Basin TMDL, or to assist with negotiating permit language for the upcoming renewal of the Phase I NPDES MS4 permit. BC will also support the development of comment letters on DEQ permit drafts up to the 20 hours allotted for this phase.
<b>Deliverables</b>	For Phase 2 include the following: <ul style="list-style-type: none"> <li>• Agendas, presentation materials, and meeting minutes will be provided for meetings facilitated by BC, or as requested by the City.</li> <li>• Draft comment letters on DEQ permit drafts depending on DEQ's schedule for permit issuance.</li> </ul>
<b>Assumptions</b>	For Phase 2, they include the following: <ul style="list-style-type: none"> <li>• BC's effort will be billed on a time-and-materials basis for a not to exceed amount as shown in the budget table at the end of this Exhibit. A minimum of four virtual meetings are included.</li> <li>• As necessary and/or requested by the City, BC will coordinate scheduling of the meetings among interested Clackamas co-permittees.</li> <li>• This phase will be cost-shared among other Clackamas co-permittees and/or NPDES MS4 permitted jurisdictions, as contracts allow.</li> </ul>

## Phase 3 Shade Evaluation

<b>Objective</b>	To assist the City in preparing a shade evaluation to meet Willamette River temperature TMDL requirements.
<b>Activities</b>	The following activities will be conducted to complete the streamside evaluation: <ol style="list-style-type: none"> <li>1. BC will review current City measures to protect streamside areas (i.e., buffer ordinances, etc.). Based on this review, BC will work with the City to establish an estimated channel width and buffer width for use in the evaluation by stream or reach. BC will document the rationale for the selected channel and buffer width(s) for inclusion in the evaluation.</li> <li>2. BC will identify and document the shade curve targets from the Willamette Basin Temperature TMDL that apply to the streams in Oregon City.</li> </ol>



3. BC will evaluate tools and data sources for use in the evaluation (GIS, Planet Data, LiDAR, online DEQ tool, ground truthing, DEQ shade gap analysis, shade curves, etc.) and support the City in selection of the most appropriate tools/data for use.
4. BC will review literature for updates to information regarding the locations of cold water refugia to include in the working map (item 6 below) and incorporate cold water refugia locations into prioritization criteria.
5. BC will work with the City to identify and select prioritization criteria to apply to opportunity areas once delineated in item 6 below. Examples of criteria may include extent of shade gaps, stream orientation, vegetated vs. bare, presence of cold water refugia, equitability issues, etc.
6. Using data sources selected in item 3 above, BC will prepare a working map for use in the streamside evaluation. GIS automation will be used to delineate polygons within defined buffer areas for the various streamside conditions (e.g., vegetation status, land use status, stream orientation, etc.). The map will be reviewed and refined manually based on aerial photos.
7. Resulting unconstrained polygons stemming from the GIS automation process will be listed, categorized and ranked based on prioritization criteria developed under item 4, to identify the best opportunities for enhancing shade. Acreage will be provided for each of the listed areas. BC will review and incorporate any relevant results from DEQ's gap analysis where applicable (i.e., the Willamette and Clackamas rivers).
8. Based on the prioritization of sites, BC will work with the City to develop a planting strategy and/or ground-truthing assessment for unconstrained polygons/ locations. BC will include documentation on the City's plans for planting and/or field verification in the TMDL Implementation Plan along with timelines for the commitments.
9. For areas identified as constrained (physically or jurisdictionally), BC will work with the City to consider whether there are any opportunities to overcome identified constraints. If opportunities are identified, BC will include any resulting commitments and associated timelines in the implementation plan.
10. BC will identify whether other activities are being conducted that will address temperature besides shading (e.g., infiltration, stream restoration, flow augmentation, etc.) and document those activities and commitments as relevant in the implementation plan.
11. BC will prepare a draft and final TMDL Implementation Plan to incorporate results of the above analysis and to include commitments and associated timelines.

**Deliverables** Phase 3 deliverables include the following:



- Draft and final updated TMDL Implementation Plan to include streamside evaluation results.

**Assumptions** For Phase 3, they include the following:

- This Phase of work assumes that the TMDL November 9<sup>th</sup> deadline to include a scope of work for conducting the streamside evaluation in the TMDL Implementation Plan has been completed and approved by DEQ.
- The budget assumes that approximately 9 stream miles will need to be included in the streamside evaluation.
- The City will request Planet Data from DEQ.
- DEQ's geodatabase will be used as a basis for this work.
- BC will respond to one round of consolidated City comments on the Draft TMDL Implementation Plan within three weeks of receipt.

## Phase 4 General SWMP and TMDL Support

**Objective** To provide support as needed for any updates to the City's Stormwater Management Program Document, TMDL Implementation Plan and/or Monitoring Plan.

**Activities** Activities budgeted under Phase 4 may include:

- Assist the City in addressing DEQ inquiries or enforcement follow up.
- Assist the City in addressing any DEQ requests or comments related to the most current TMDL Implementation Plan.
- Assist with questions and provide support related to SWMP, TIP and Monitoring Plan implementation activities.

**Deliverables** Deliverables for Phase 4 include the following:

- To be determined as requested by the City within budget limitations of \$6,368.

**Assumptions** For Phase 4, they include the following:

- BC and the City will agree to support activities and associated budget needed under Phase 4 via email communications.

## Phase 5 Project Management

**Objective** To oversee project schedule, scope, and budget and maintain communications with the City.

**Activities** Activities budgeted under Phase 5 include:

- Overall budget and schedule management
- Monthly invoicing with detailed progress reports
- Regular contract check-in meetings

**Deliverables** Monthly project progress reports with invoices.

**Assumptions** Assumptions for Phase 5 include the following:

- The estimated project duration is 12 months.
- Budget has been included for up to 12 one-hour contract check-in meetings.

**Brown and Caldwell  
Fee**

Oregon City Stormwater Program Support 2026-2027										
		Krista Reiniga	Melanie Johnson	Angela Wieland	Shelby Gilmartin	Wendy Pare	Wilson, Joanna B			
Phase	Description	PM	PA	QA/QC	Engineer	Word Processing		Total Labor Hours	Total Labor Cost	Total Cost
		\$322	\$127	\$304	\$190	\$156	\$156			
<b>001</b>	<b>Support for Annual Reporting</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>5,796</b>	<b>5,796</b>
	Review the MS4 Annual Report	6						6	1,932	1,932
	Reiview the MS4 YDO Form	6						6	1,932	1,932
	Review the TMDL Annual Report	6						6	1,932	1,932
<b>002</b>	<b>Meetings Attendance and Facilitation</b>	<b>32</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52</b>	<b>16,384</b>	<b>16,384</b>
	Four meetings	16		16				32	10,016	10,016
	Comment letter prep	16		4				20	6,368	6,368
<b>003</b>	<b>Shade Evaluation</b>	<b>60</b>	<b>0</b>	<b>10</b>	<b>164</b>	<b>12</b>	<b>0</b>	<b>246</b>	<b>55,392</b>	<b>55,392</b>
	Review ordinance and Establish and document rational for selected buffe	2			8			10	2,164	2,164
	Identify and Document Shade Targets	2			8			10	2,164	2,164
	Identify and compile mapping tool	2			8			10	2,164	2,164
	Develop prioritization criteria	4		2	8			14	3,416	3,416
	Lit review for cold water refugia	2			16			18	3,684	3,684
	Prepare working map and prioritize opportunities	18		2	50			70	15,904	15,904
	Develop plan for planting and/or ground truthing.	6			8			14	3,452	3,452
	Consider opps for constrained areas	2			12			14	2,924	2,924
	Three project meetings throughout course of work to disuss	6			6			12	3,072	3,072
	Develop draft and final TIP	16	0	6	40	12	0	74	16,448	16,448
<b>004</b>	<b>General SWMP and TMDL Support</b>	<b>16</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>6,368</b>	<b>6,368</b>
<b>005</b>	<b>Project Management</b>	<b>30</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>78</b>	<b>16,041</b>	<b>16,041</b>
	<b>TOTAL</b>	<b>156</b>	<b>36</b>	<b>34</b>	<b>164</b>	<b>12</b>	<b>12</b>	<b>414</b>	<b>99,981</b>	<b>99,981</b>

Hours and dollars are rounded to nearest whole number.

## STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

This Standard Condition Agreement shall be applicable to all public contracts for goods, services, personal services, and public improvement projects including:

- Professional services, as referenced in Oregon City Municipal Code (OCMC) Section 2.40.020, and Oregon Revised Statutes (ORS) 279C; or
- Architectural, engineering, photogrammetric mapping, transportation planning or land surveying or related services; or
- Public improvement contracts (capital improvement projects) that cost less than \$50,000, except for solar panels or other solar system installations.

- 1) **Definitions of Terms:** In this Standard Conditions Agreement, the following terms shall be as defined below:
- a) **Agent** means a person who is authorized to act on behalf of the Contractor or the Owner.
  - b) **Applicable Laws** means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work to the Contract or to the Parties individually.
  - c) **Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services** means professional services that are required to be performed by an architect, engineer, photogrammetrist, transportation planner or land surveyor as defined in Oregon Revised Statutes (ORS) Chapter 279C.
  - d) **Amendment** means a written alteration, to include a change order, which, when fully executed by the Parties of the Contract, constitutes a change to the contract price, contract time or contract scope. An Amendment shall not be effective until executed by both parties.
  - e) **Contract or Agreement**, as used interchangeably throughout, means an agreement between two or more Persons which creates an obligation to do or not do a particular thing. Its essentials are competent parties, subject matter, legal consideration, mutuality of agreement and mutuality of obligation.
  - f) **Contract or Agreement Documents** means the full and complete contract for goods or services including the Goods or Personal Services Agreement, Scope of Work and these Standard Conditions and these terms are used interchangeably, unless otherwise specified.
  - g) **Contractor or Consultant**, as used interchangeably throughout, means the Person awarded the Contract or Agreement for the Work contemplated and includes a Person providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services contracted for the provision of services, unless otherwise specified.
  - h) **Design-Build** means an alternative form of procurement for public improvements in which the Contractor provides or obtains specified design services, participates in the project team with the Owner, and manages both design and construction.
  - i) **Goods** means supplies, equipment, materials, personal property, and include any tangible, intangible and intellectual property, rights and licenses.
  - j) **Owner** means the City of Oregon City or any component unit thereof including the City of Oregon City Urban Renewal Agency (URA). Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent.
  - k) **Parties** means any person, group or organization who execute a written agreement to complete Work to be done.
  - l) **Person** means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company, a nonprofit, a trust, or any other entity possessing the legal capacity to enter into a contract.
  - m) **Project** means the total undertaking to be accomplished for Owner by architectural, engineering, photogrammetric mapping, transportation planning or land surveying service providers, Contractors, and others, including planning study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.
  - n) **Public Improvement (Capital Improvement)** means contracts for construction, reconstruction or major renovation of real property by or for the Owner, per ORS 279A.
  - o) **Professional Services** means contracts for professional personal services such as financial, accounting, personnel, risk management, insurance, real estate and economics, architect, engineer, photogrammetrist, transportation planner or land surveyor as defined in Oregon Revised Statutes (ORS)

Last updated November 6, 2025

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## STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

Chapter 279C as well as non-professional services such as a short-term Consultant or services for office maintenance.

- p) **Subcontractor** means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of Work.
- q) **Work** means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits, and regulatory approvals not provided by the Owner necessary to successfully comply with any individual items or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.
- 2) **Contractor Identification.** Contractor shall furnish to Owner its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as Owner deems applicable.
- 3) **Oregon Corporation Registration, Valid Oregon City Business License, and Other Professional Certification Required.** Contractor agrees and certifies that it is licensed to do business in the State of Oregon and that, if Contractor is a corporation, that the corporation is in good standing within the State of Oregon. For the duration of this Contract, Contractor shall maintain a valid Oregon City Business License as per Oregon City Municipal Code Chapter 5.04, or a Metro business license for qualifying projects, and any professional occupation licenses required by state or local law and shall furnish proof to Owner upon request.
- 4) **Payment.**
- a) Invoices submitted in connection with this Contract shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.
  - b) Owner agrees to pay Contractor within thirty (30) days after receipt of Contractor itemized statement, unless the parties agree to payment to be made on other specified terms. Amounts disputed by Owner may be withheld pending settlement.
  - c) Owner certifies that sufficient funds are available and authorized for expenditure to finance the cost of the materials, equipment, labor, and/or services to be provided pursuant to this Contract.
  - d) Owner shall not pay any amount in excess of the compensation amounts set forth in this Contract nor shall Owner pay Contractor any fees or costs that Owner reasonably disputes.
  - e) With respect to Public Improvement Contracts, Owner may withhold retainage not to exceed 5% of the payment due. Retainage shall be released in accordance with ORS 279.C.570 and applicable laws.
- 5) **Independent Contractor Status.**
- a) Contractor is an independent contractor as defined in ORS 670.600 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) Contractor 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. Contractor maintains a business location that is separate from, and not affiliated with, the offices of the Owner and bears the risk of loss related to the Contractor's 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 Contract. Contractor provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Contractor makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and Contractor has the authority to hire or fire persons to provide or assist in providing the services required under this Contract.
  - c) Contractor shall furnish the tools or equipment necessary for the contracted labor or services.
  - d) Contractor agrees and certifies that:
    - i) Contractor is not eligible for any federal social security or unemployment insurance payments. Contractor is not eligible for any Public Employee Retirement System (PERS) or workers' compensation benefits from compensation or payments made to Contractor under this Agreement.

**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

**6) Early Termination.**

- a) This Contract may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties or by the Owner upon ten (10) days written notice to the Contractor, delivered by certified mail, email, or in-person prior to the stated expiration date.
- b) Upon receipt of notice of early termination, Contractor 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 Contract 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 Owner provided in this Contract and relating to defaults by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**7) No Third-Party Beneficiaries.** Owner and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**8) Payment of Laborers; Payment of Taxes.**

- a) Contractor shall:
  - i) Make payments promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Contract.
  - ii) Pay all contributions and amounts due to the State Accident Insurance Fund incurred in the performance of this Contract.
  - iii) Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or materials furnished.
  - iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Contractor under this Contract and, unless Contractor is subject to back-up withholding, the Owner will not withhold from such compensation or payments any amount(s) to cover Contractor'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 Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, the Owner 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 Contractor by reason of this Contract.
- c) The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligations with respect to any unpaid claims.
- d) Contractor and its subcontractors, 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.
- e) With respect to Public Improvement Contracts or Professional Service Agreements, all hours of labor shall comply with ORS 279C.520 and overtime pay provided as specified in ORS 279C.540.

**9) Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the Owner. The Owner, by this Contract, incurs no liability to third parties for payment of any compensation provided herein to the Contractor.

**10) Access to Records.** Contractor shall maintain all books, documents, papers and records, in paper or electronic form, for a period of no less than three years from the date of substantial completion for the purpose of making audit, examination, excerpts and transcripts. Owner shall have access to all books,

## **STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

documents, papers and records of Contractor, existing in paper or electronic form, that are pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcripts.

- 11) Confidentiality.** During the course of completing Work, Contractor or its Agent(s), employees, or consultants, may receive confidential information. Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing Work of the confidentiality obligation that pertains to such information.
- 12) Ownership of Work Product; License.** All work products of Contractor that result from this Contract (the "Work Products") are the exclusive property of Owner. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants Owner 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 Owner or produced by Contractor under this Contract. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Contract are work specially commissioned by Owner, and that any and all such work shall be work made for hire in which all rights and copyrights belong exclusively to Owner. Contractor shall not publish, republish, display or otherwise use any work or Work Products resulting from this Contract without the prior written agreement of Owner. No reports, information and/or data given to or prepared or assembled by the Contractor under this contract shall be made available to any individual or organization by the Contractor without the prior written approval of the Owner.
- 13) Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state, and local laws and ordinances applicable to the Work to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.230, 279B.235, 279B.270 and 279C.515. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503, 504 and 508 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) the Health Insurance Portability and Accountability Act of 1996; (v) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 14) Use of Recycled Products; Demolition Contracts to Require Material Salvage; Lawn and Landscape Maintenance Contracts to Require Composting or Mulching.** Contractors are encouraged to use recycled products, including recycled paper, recycled oil and recycled PETE products, whenever possible and appropriate in completing the Work. In accordance with ORS 279C.510, contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. To the extent applicable to scope of work, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- 15) Professional Standards.** With respect to contracts for Professional Services, Contractor shall be responsible to the level of competency presently maintained by others practicing in the same type of services in Owner's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this Contract
- 16) Completion and Correction of Work.** Work shall be completed in compliance with the terms set forth in the Contract Documents. Owner shall have the right to reject in writing any Work that does not comply with Contract Document specifications. The Contractor shall perform such additional work as may be necessary to correct Contractor's errors without undue delays and without additional cost.
- 17) Modification, Supplements, Change Orders 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

Last updated November 6, 2025

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**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

hereto.

**18) Indemnity and Insurance.**

a) Indemnity.

i) Contractor acknowledges responsibility for liability arising out of Contractor's negligent performance of this Agreement and shall hold Owner, 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, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Contractor, or the agents, consultants or employees of Contractor provided pursuant to this Agreement.

ii) Notwithstanding any other provision of this Contract the foregoing, person(s) providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services shall not be required to defend the Owner against a professional negligence claim resulting from the professional services provided under this Contract, except to the extent that such liability or fault is determined by adjudication, alternative dispute resolution or resolved by mutual settlement agreement, and shall not to exceed the person's proportionate fault.

b) Workers' Compensation Coverage. Contractor certifies that Contractor has or is qualified for and will maintain workers' compensation as required by the State of Oregon, ORS Chapter 656. Contractor shall provide the Owner, within ten (10) days after full execution of this Contract, 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 Owner, pursuant to OAR 836-043-0001. All agents or consultants of Contractor shall maintain such insurance.

c) General Liability and Commercial Automobile Insurance Coverage. Contractor shall maintain general liability and commercial automobile liability insurance for the protection of Contractor and Owner, insuring against liability for bodily injury or property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor's operation. General Liability policy shall be in an amount not less than \$2,000,000, per and \$2,000,000 combined single limit coverage under the Commercial Automobile policy. Such insurance shall name Owner, its directors, officers, agents, and employees, as an additional insured, with the stipulation that Contractor insurance, as to the interest of Owner, shall not be invalidated by any act or neglect or breach of this Agreement by Contractor.

d) Professional Liability Insurance:

Contractor shall provide Owner with evidence of professional liability insurance for the protection of Contractor and its employees, insuring against claims for damage arising out of Contractor's negligent acts, omissions, activities or services in an amount not less than \$1,000,000 per claim and in the aggregate. If professional liability insurance is cancelled or discontinued prior to Work or Services under this Contract, then Contractor shall implement a supplemental reporting period (tail) of no less than 3 years. Contractor shall maintain in force such coverage for not less than six (6) years following completion of the project.

Within ten (10) days after the full execution of the Contract, Contractor shall furnish Owner with a certificate evidencing the dates, amounts, and type of insurance that have been procured pursuant to this Agreement. Contractor will provide for not less than thirty (30) days' written notice to Owner before the policies may be revised, canceled, or allowed to expire. Contractor shall not alter the terms of any policy with prior written authorization from Owner. The provisions of the subsections fully apply to Contractor and its consultants or agents.

e) Such insurance will include contractual liability.

**19) Legal Expenses.** In the event legal action is brought by Owner or Contractor 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.

**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

- 20) **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.
- 21) **Number and Gender.** In this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.
- 22) **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.
- 23) **Hierarchy.** The conditions contained in this document are applicable to every Personal Services Agreement entered into by the Owner in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control 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.
- 24) **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.
- 25) **Notices.** Any notices, bills, invoices, reports or other documents required by this Contract shall be sent by the parties by United States mail with postage prepaid, personally delivered to the addresses listed in the Agreement attached hereto, or sent electronically. All notices shall be in writing and effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.
- 26) **Nonwaiver.** The failure of Owner to insist upon or enforce strict performance by Contractor 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.
- 27) **Information and Reports.** Contractor shall, at such time and in such form as Owner 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 Owner. Contractor shall furnish Owner, 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 Owner but shall remain with Contractor. Copies as requested shall be provided free of cost to Owner.
- 28) **Owner's Responsibilities.** Owner shall furnish Contractor with all available necessary information, data, and materials pertinent to the execution of this Contract. Owner shall cooperate with Contractor in carrying out the work herein and shall provide adequate staff for liaison with Contractor.
- 29) **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 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

**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

- 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.
- 30) 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.
- 31) Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts. Electronic signatures using an electronic verification system approved by the Owner shall be considered as valid signatures.
- 32) Entire Agreement.** This Contract signed by both parties is the parties' final and entire Agreement and supersedes all prior contemporaneous oral or written communications between the Parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.



# CITY OF OREGON CITY

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

## Staff Report

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**To:** City Commission

**Agenda Date:** July 1, 2026

**From:**

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**SUBJECT:**

Item 7.d. - Approve the 2026-2030 IGA with Metro for the Implementation of the Community Enhancement Grant Program

**STAFF RECOMMENDATION:**

Approve the Intergovernmental Agreement (IGA) with Metro for FY26-FY30 for the implementation of the Community Enhancement Grant Program.

**EXECUTIVE SUMMARY:**

Metro and the City of Oregon City have an IGA in place that governs the implementation of the Community Enhancement Grant Program. The current IGA between Metro and The City ends on June 30, 2026.

The purpose of this Agreement is to implement the provisions of Metro Code Chapter 5.06 related to the establishment and operation of a Community Enhancement Grant Program. The new agreement will take effect on July 1, 2026, and remain in place until June 30, 2030. Oregon City will receive quarterly payments from Metro based upon the number of tons of solid waste deposited at the South Metro Transfer Station.

**BACKGROUND:**

The Intergovernmental Agreement between Metro and Oregon City requires the City to establish and implement a solid waste community enhancement program that complies with Metro Code Chapter 5.06. The terms of the new IGA are consistent with the requirements of the agreement, which expires on June 30, 2026. In particular, the City is required to maintain an Enhancement Grant Program Committee to determine grant awards. The City is also required to provide an open public process in reviewing grant applications.

The Agreement specifies that Metro will issue the enhancement fee funds on a quarterly basis. The Agreement allows the city to charge the fund administrative fees that cannot exceed 20% of the annual budget, or a maximum of \$50,000, whichever is less.

**OPTIONS:**

1. Approve Approve the 2026-2030 IGA with Metro for the Implementation of the Community Enhancement Grant Program.

- 2. Approve Approve the 2026-2030 IGA with Metro for the Implementation of the Community Enhancement Grant Program with Amendments.
- 3. Deny Approve the 2026-2030 IGA with Metro for the Implementation of the Community Enhancement Grant Program and provide further direction.

**BUDGET IMPACT:**

# Community Enhancement Grant Program Services Intergovernmental Agreement



Metro Contract No. XXXX

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190, is between Metro, a Metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736 (“Metro”), and the City of Oregon City (the “City”) an Oregon municipal corporation, whose address is 625 Center Street, Oregon City, Oregon 97045.

## Section 1: Purpose

The purpose of this Agreement is to implement the provisions of Metro Code Chapter 5.06 related to the administration of the Solid Waste Community Enhancement Program (“Program”) for Metro South Transfer Station (“Facility”).

## Section 2: Term

This Agreement begins on July 1, 2026 and terminates on December 31, 2030. The parties may mutually terminate this Agreement earlier. Metro may terminate this Agreement under Section 8. The parties may mutually extend the term of the Agreement by written amendment.

## Section 3: Collection and Distribution of Community Enhancement Fee Funds

- A. In accordance with Metro Code, the Facility must collect and remit to Metro a solid waste community enhancement fee (“CEF”) of \$1.00 on each ton of putrescible solid waste, including yard debris mixed with food waste, received at the Facility. If the Facility seeks to collect additional fees for community enhancement, the parties will amend this Agreement so the additional funds are distributed in compliance with the Agreement.
- B. As part of Metro’s goals-based tonnage allocation criteria, the Facility may voluntarily collect and remit to Metro: (1) a community investment fee (“CIF”) of \$0.50 per ton on all putrescible solid waste, including yard debris mixed with food waste received by the Facility; or (2) a community investment fee of \$1.00 per ton on all types of waste received that are not subject to any Solid Waste Community Enhancement Fees. If the Facility seeks to collect additional fees for community investment, the parties will amend this Agreement so the additional funds are distributed in compliance with the Agreement.
- C. Metro will remit to Oregon City the CEF funds and any CIF funds (“Funds”) collected in A and B above on the second Friday of the second month following each quarter-end (February, May, August, and November).
- D. At the request of Oregon City, Metro will provide quarterly reports of activity at the Facility, including data on (1) the gross weight of solid waste received in vehicles that are weighed as they enter the facility; (2) the number of other vehicles assessed fees on an estimated volume basis; and (3) the tonnage of solid waste transferred from the Facility.
- E. At the request of Oregon City, Metro will reasonably assist with the administration of the Program.

## Section 4: City/County Obligations

- A. Oregon City must administer a Program that complies with Metro Code Chapter 5.06 (Exhibit A), and Metro Administrative Rules 5.06 (Exhibit B). Exhibits A and B are incorporated into this Agreement and are binding on Oregon City.

# Community Enhancement Grant Program Services Intergovernmental Agreement



Metro Contract No. XXXX

## B. Solid Waste Community Enhancement Committee

- i. Oregon City will establish a solid waste community enhancement program advisory committee (“Committee”) for the purpose of implementing the Program that complies with Exhibit A and Exhibit B.
- ii. The Committee must be made up of at least five members, including three citizen representatives appointed by the mayor, city manager, or county administrator, and, at Metro’s option, must include the Metro Councilor representing the district where the Facility is located. In lieu of appointing a separate Committee, the City may designate itself plus the Metro Councilor representing the district where the Facility is located to perform the function of the Committee. In either case, the Metro Councilor may serve as co-chair to the Committee at Metro’s option.
- iii. All Committee members must disclose any conflict of interest before participating in a grant decision, and must sign a conflict of interest form provided by Oregon City and approved by the attorney representing Oregon City.
- iv. The City of Oregon City, through the Committee, is responsible for:
  - Establishment of the enhancement area boundary.
  - Adoption of Committee bylaws.
  - Development of a process for soliciting and selecting solid waste community enhancement projects.
  - Compliance with the eligibility criteria set forth in Section 5.06.070 and the goals set forth in Metro Code Section 5.06.080 and creation of additional criteria and goals where appropriate.
  - Annually reviewing the enhancement program revenue estimates provided by Metro staff and propose how these funds will be allocated for the upcoming fiscal year or funding cycle.
  - Upon request of Metro’s COO, presenting an annual report to the Metro Council on all projects approved for funding.
  - Providing an open, public process for project review and selection.
  - Ensuring that funding decisions are made by a majority vote of the Committee.

## C. Program Administration

- i. Develop program materials and communications including a grant application, applicant instructions/handbook, a project website, and Committee evaluation criteria.
- ii. Promote the Program within the Program boundary area. Oregon City must publish information about the Program on its website, including without limitation: funding criteria, goals, application process, and timeline.
- iii. Designate a staff person who is responsible for the administration of the Program and this Agreement. This person must have authority to make decisions regarding this Agreement.
- iv. Oregon City designated Program staff will attend periodically scheduled grant administrator’s learning cohort meetings.
- v. Promote the grant program solicitations to community stakeholders to recruit applicants.
- vi. Meet annually with grantees to get updates on grant activities and grantee needs.
- vii. Promote grantee and grant program accomplishments to community stakeholders.
- viii. No later than August 31st of each year, Oregon City must provide a written report to Metro on the Program that includes revenues and expenditures of the program Funds, including the total amount of awarded Funds that have been paid by June 30th. The report must also include an

# Community Enhancement Grant Program Services Intergovernmental Agreement



Metro Contract No. XXXX

accounting of any funding expended for program administration and the fund balance carried forward, if any.

- ix. Maintain complete and accurate records related to the administration of the Program (including solicitation materials, grant applications, and records of Committee decision making) and all organizational expenses related to administration of the grant program. Oregon City will make these records available to Metro upon request for inspection, auditing, and copying.

## D. Funding Administration

- i. Create separate Program accounts for deposit of the CEF and CIF (if any) funds collected under Section 3. Oregon City must not commingle CEF and CIF funds in its budget. Upon receipt from Metro of the Program's Funds for each grant cycle, City will deposit the Funds in the two separate accounts.
- ii. Oregon City must provide all necessary support to administer the program. Oregon City may charge no more than 20% of the annual budget for the Funds, not to exceed \$50,000, for the direct costs of administering the Program. Direct costs include staff time and materials.
- iii. Prepare an annual budget. The budget must identify the expected distribution of Funds for projects during a fiscal year. The Committee may propose that there be no distribution of Funds during a fiscal year, for a maximum of three consecutive years. The City of Oregon City must notify Metro within 14 days if the Committee determines that no Funds will be distributed in a given Program year.
- iv. Determine each funding year's grant awards no later than June 30. Funds must be spent within three years of the program funding cycle in which the Funds were collected.
- v. Grant funds awarded to a local government must not exceed 15% of the Program's annual grant funding budget or funding cycle. If the Committee is recommending an award of more than 15% of the funding budget to the local government then Oregon City program manager shall contact the Metro program manager before funds are awarded to provide further details on the funding recommendation. Approval for such exceedances may be given by the Metro program manager by email.
- vi. Oregon City must ensure that only projects chosen by a majority of the Committee receive the Funds. Oregon City must carry forward any Funds not expended during a budget year to the following year. Oregon City must not use the Funds for general government purposes.
- vii. Notify Metro immediately if Oregon City expects it will not fully expend annual Funds within three years of the funding cycle in which the Funds were collected.
- viii. Repay to Metro any Funds unexpended after three years or Funds not spent in accordance with this Agreement.

## Section 5: Notices

Legal notice provided under this Agreement must be delivered personally or by certified mail to the following individuals:

### For Oregon City:

Office of Oregon City: Counsel  
City of Oregon City  
625 Center Street  
Oregon City, OR 97045

### For Metro:

Office of Metro Attorney  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736

# Community Enhancement Grant Program Services Intergovernmental Agreement



Metro Contract No. XXXX

Management of this Agreement will be conducted by the following designated Project Managers:

For Oregon City:  
Ann Griffin  
City of Oregon City  
625 Center Street  
Oregon City, OR 97045

For Metro:  
Noelle Dobson  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736

Parties may change the above-designated Project Manager by written notice to the other party (email is sufficient).

## Section 6: Indemnification

Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, Oregon City shall hold harmless Metro, its officers and employees from any claims or damages or property or injury to persons or for any penalties or fines, for Oregon City's actions related to this Agreement.

## Section 7: Dispute Resolution

The parties will attempt to negotiate in good faith resolutions to all disputes arising out of this Agreement.

## Section 8: Termination

During the term of this Agreement, each party retains the right to terminate the Agreement by written notice delivered to the other party no later than 60 days prior to the anniversary date.

If Metro determines that Oregon City is in breach of this Agreement, Metro will give 30 days' written notice to Oregon City describing the nature of the breach and will give City/County an opportunity to cure the breach before taking any further action. Metro may, in its discretion, extend the cure period. If City/County fails to cure the breach, Metro may terminate this Agreement at the end of the cure period without further notice.

## Section 9: Insurance

Oregon City agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.270. Oregon City also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

## Section 10: Integration and Amendment

This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

## Section 11: Severability

# Community Enhancement Grant Program Services Intergovernmental Agreement



Metro Contract No. XXXX

If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless remains in full force and effect and the offending provision will be stricken or revised to the parties' satisfaction.

## Section 12: Counterparts; Signatures

This Agreement may be executed in counterparts or multiples, any one of which has the full force of an original. Metro and Oregon City may conduct this transaction, including any amendments, by electronic means, including the use of electronic signature. The undersigned represent that they are authorized to execute this Agreement on behalf of the entity for whom they are signing.

Oregon City

Metro

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CHAPTER 5.06

SOLID WASTE COMMUNITY ENHANCEMENT PROGRAM

Section	Title
5.06.010	Policy and Purpose
5.06.020	Authority and Jurisdiction
5.06.030	Amount of Enhancement Fee
5.06.040	Enhancement Fee Requirements and Exemptions for Solid Waste Facilities
5.06.050	Establishment and Administration of a Solid Waste Community Enhancement Program
5.06.060	Solid Waste Community Enhancement Program Advisory Committee
5.06.070	Eligibility Criteria for Solid Waste Community Enhancement Projects
5.06.080	Goals for Solid Waste Community Enhancement Projects
5.06.090	Compliance and Dispute Resolution
5.06.100	Administrative Procedures

(Formerly Metro Code Chapter 5.06 "Community Enhancement Programs" repealed and replaced by Ordinance No. 14-1344, Sec. 1.)

5.06.010 Policy and Purpose

It is the policy of Metro to establish and implement a solid waste community enhancement program at all eligible solid waste facilities in the Metro region. The purpose of the program is to rehabilitate and enhance the area around the facility from which the fees are collected.

5.06.020 Authority and Jurisdiction

Metro's solid waste authority, including the authority to collect an enhancement fee and establish and implement a solid waste community enhancement program, is established under the Oregon Constitution, ORS Chapters 268 and 459, and the Metro Charter.

5.06.030 Amount of Enhancement Fee

Solid waste facilities subject to this chapter shall collect an amount not exceeding \$1.00 on each ton of putrescible solid waste delivered to the facility and remit the funds to Metro for use as a solid waste community enhancement fee. Eligible solid waste facilities may also collect an amount not exceeding \$1.00 on each ton of non-putrescible waste delivered to the facility

when the Metro Chief Operating Officer and facility owner determines it is in the public interest. Metro will set the rate of the enhancement fee under Metro Code Section 5.02.020.

5.06.040 Enhancement Fee Requirements and Exemptions for Solid Waste Facilities

(a) Solid waste facilities that operate all or in part as disposal sites, transfer stations, reload facilities, compost facilities, and energy recovery facilities, as defined by Chapter 5.00, shall collect and remit an enhancement fee under this Chapter.

(b) Where only a portion of a solid waste facility's operations qualify for collection of a fee under subsection (a), the facility shall collect and remit an enhancement fee only on the solid waste it accepts as an eligible facility.

(c) Notwithstanding section (a) above, yard debris reload and yard debris composting facilities are not subject to the requirements of this Chapter.

5.06.050 Establishment of a Solid Waste Community Enhancement Program

(a) Upon approval of a license or franchise application, the Metro Chief Operating Officer will inform a solid waste facility of the requirement to collect a solid waste community enhancement fee. The Metro Chief Operating Officer will require collection of the fee in the facility license or franchise.

(b) The Metro Chief Operating Officer will inform the local government where the facility is located that a solid waste community enhancement fee will be collected by the facility and remitted to Metro.

(c) The solid waste community enhancement program will be administered by (1) Metro directly or through a contract; or (2) the local government where the facility is located, so long as Metro and the local government agree on the terms of an intergovernmental agreement.

(d) The Metro Councilor for the district where the facility is located shall be eligible to participate in the solid waste community enhancement program, including without limitation participation as a co-chair and voting member of the community enhancement committee, regardless of whether Metro or the local government, through an intergovernmental agreement, administers the program.

(e) The Metro Chief Operating Officer will establish a timeline for implementation of a solid waste community enhancement program.

(f) The funds collected and remitted to Metro shall be used for solid waste community enhancement projects chosen by a community enhancement committee and may include administrative costs in an amount set by the Metro Chief Operating Officer.

5.06.060 Solid Waste Community Enhancement Program Advisory Committee

A solid waste community enhancement program established under this section shall have a solid waste community enhancement committee. The committee is responsible for implementation of the program, including without limitation:

(a) Establishment of the enhancement area boundary.

(b) Creation of committee bylaws.

(c) Development of a process for soliciting and selecting solid waste community enhancement projects.

(d) Compliance with the eligibility criteria set forth in Section 5.06.070 and the goals set forth in Section 5.06.080 and creation of additional criteria and goals where needed.

(e) Annually review enhancement program revenue estimates provided by Metro staff and propose how these funds will be allocated for the upcoming fiscal year or funding cycle.

(f) Presentation of an annual report to the Metro Council on all projects approved for funding.

(g) Maintenance of complete and accurate records related to the administration of the program, submitted to Metro annually.

5.06.070 Eligibility Criteria for Solid Waste Community Enhancement Projects

A solid waste community enhancement project must meet the following criteria to be eligible for funding. A solid waste community enhancement committee may apply more restrictive eligibility criteria:

(a) The project must be located in the solid waste community enhancement area boundary as specified by the solid waste community enhancement committee or the project must

benefit individuals or programs located inside the solid waste community enhancement area boundary.

(b) The project applicant must be:

- (1) A non-profit organization, including without limitation a neighborhood association or charitable organization with 501(c)(3) status under the Internal Revenue Service; or
- (2) A school or institution of higher learning; or
- (3) A local government, local government advisory committee, department or special district provided that they include documented support from the local government executive officer.

(c) The project must not be used to replace any other readily available source of federal, state, local or regional funds.

(d) The project must not promote or inhibit religion.

(e) The project must not discriminate based on race, ethnicity, age, gender, or sexual orientation.

(f) If the project is located on private land, the project application must establish a clear public benefit and must document landowner permission.

#### 5.06.080 Goals for Solid Waste Community Enhancement Projects

Projects shall meet one or more of the following goals and solid waste community enhancement committees shall give priority to projects that best meet with goals. A solid waste community enhancement committee may adopt additional funding goals. The project will:

(a) Improve the appearance or environmental quality of the community.

(b) Reduce the amount or toxicity of waste.

(c) Increase reuse and recycling opportunities.

(d) Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Code.

(e) Result in the preservation or enhancement of wildlife, riparian zones, wetlands, forest lands and marine areas, and/or improve the public awareness and the opportunities to enjoy them.

(f) Result in improvement to, or an increase in, recreational areas and programs.

(g) Result in improvement in safety.

(h) Benefit youth, seniors, low income persons or underserved populations.

#### 5.06.090 Compliance and Dispute Resolution

The Metro Chief Operating Office is responsible for ensuring compliance with this Chapter.

#### 5.06.100 Administrative Procedures

(a) The Metro Chief Operating Office may issue administrative procedures to implement this chapter.

(b) The Metro Chief Operating Officer shall issue or substantially amend the administrative procedures for this chapter only after providing public notice and the opportunity to comment on the proposed language.

(c) The Metro Chief Operating Officer may hold a public hearing on any proposed new administrative procedures or on any proposed amendment to any administrative procedure if the Metro Chief Operating Officer determines that there is sufficient public interest.

(Ordinance No. 14-1344, Sec. 1.)



METRO

**SOLID WASTE  
ADMINISTRATIVE PROCEDURES**

**Published:**

**Administration of Metro Code Chapter 5.06  
Solid Waste Community Enhancement Program**

**Contents**

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**METRO**

**SOLID WASTE  
ADMINISTRATIVE PROCEDURES**

**AP NO. 5.06  
Section 1**

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**Policy and Legal Authority**

**1.1 Policy and Legal Authority.**

- 1.1.1 Metro's solid waste planning and implementing authority is established under the Metro Charter, the Constitution of the State of Oregon, and ORS Chapters 268 and 459.
- 1.1.2 Metro's solid waste community enhancement program is established based on state law (ORS 459.280 and 459.284).
- 1.1.3 All solid waste administrative procedure shall be subject to the authority of all other applicable laws, regulations or requirements in addition to those contained in this administrative procedure and performance standard.
- 1.1.4 Administrative procedures are adopted, as necessary, to implement the provisions of Metro Code Chapter 5.06 Solid Waste Community Enhancement Program.
- 1.1.5 The purpose of these administrative procedures is to protect and preserve the health, safety and welfare of the Metro residents; to protect and preserve the local environment, to implement cooperatively a solid waste community enhancement fee program; and to reduce the volume and toxicity of waste disposed through source reduction, reuse, recycling, and composting.
- 1.1.6 These administrative procedures and performance standards are issued by the Metro Chief Operating Officer ("Metro COO") pursuant to Metro Code Section 5.06.100.



METRO

**SOLID WASTE  
ADMINISTRATIVE PROCEDURES**

**AP NO. 5.06  
Section 2**

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**Application and Purpose of Chapter 5.06**

**2.1 Application of Chapter 5.06**

- 2.1.1 Chapter 5.06 shall apply to all eligible solid waste facilities within Metro's jurisdictional boundary that are licensed or franchised by Metro pursuant to Metro Code Chapter 5.01.
- 2.1.2 Metro Code Chapter 5.06 shall apply to all eligible solid waste facilities within Metro's jurisdictional boundaries that are owned by Metro.

**2.2 Purpose**

- 2.2.1 Metro has long recognized that certain solid waste facilities may present economic, environmental, health or other impacts on local host communities.
- 2.2.2 Metro's solid waste community enhancement program provides funds that are used for community enhancement grant projects located in the vicinity of each eligible solid waste facility. Funds are to be used for the rehabilitation and enhancement of the area in and around the facility from which the fees are collected, as determined by each solid waste community enhancement committee established in accordance with Metro Code Chapter 5.06.



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## Program Exempt and Program Eligible Facilities

### 3.1 Exempt Facility Types and Ineligible Solid Waste Activities

3.1.1 The following types of facilities are not subject to Metro Code Chapter 5.06.

3.1.1.1 Reuse or recycling facilities that (A) exclusively receive non-putrescible source-separated recyclable materials and (B) reuse or recycle such materials, or transfer, transport or deliver such materials to a person or facility that will reuse or recycle them.

3.1.1.2 Material recovery facilities that (A) exclusively receive non-putrescible solid waste and conduct material recovery on such waste, and may also (B) receive non-putrescible source-separated recyclable materials and reuse or recycle such materials or transfer, transport or deliver such materials to a person or facility that will reuse or recycle them.

3.1.2 The following types of solid waste activities are not subject to Metro Code Chapter 5.06.

3.1.2.1 Yard debris reloading.

3.1.2.2 Yard debris composting.

3.1.2.1 Material recovery on non-putrescible waste, except as provided in Section 3.3.

3.1.2.2 Recycling or reuse of non-putrescible materials.

### 3.2 Program Eligibility by Facility Type and Solid Waste Activity

3.2.1 Eligible facility types include, but are not limited to, the following:

3.2.1.1 Disposal sites.

3.2.1.2 Transfer stations.

3.2.1.3 Reload facilities.

3.2.1.4 Energy recovery facilities.

3.2.1.5 Compost facilities.

3.2.2 Eligible solid waste activities include, but are not limited to, the following:

3.2.2.1 Processing, reloading or transfer of putrescible waste (includes food waste and yard debris mixed with food waste).

3.2.2.2 Composting or any other processing of putrescible waste (includes food waste and yard debris mixed with food waste).

3.2.2.1 Energy recovery (including anaerobic digestion of putrescible waste to include food waste and yard debris mixed with food waste).

3.2.2.2 Disposal (includes landfilling and incineration).

3.3 Special conditions related to non-putrescible waste activities at an eligible facility

3.3.1 Non-putrescible waste that is subject to material recovery and delivered to a transfer station or other eligible solid waste facility shall be subject to Metro Code Chapter 5.06 when a facility owner/operator and the Metro COO determines it to be in the public interest.

3.3.2 For the purpose of this section the public interest shall include, but is not limited to: A) the historical program relationship established between a facility and host local government or community (e.g. Metro Central Transfer Station and Metro South Transfer Station), or B) such conditions necessary to operate a new facility, or at an existing facility conducting a new solid waste activity that is subject to Metro Code Chapter 5.06 and Metro Code Chapter 5.01.



METRO

**SOLID WASTE  
ADMINISTRATIVE PROCEDURES**

**AP NO. 5.06  
Section 4**

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**Establishing a Solid Waste Community Enhancement Program**

The purpose of this section is to establish a general process for Metro and a host local government to implement and administer a solid waste community enhancement program at an eligible solid waste facility.

**4.1 New Facilities Without a Solid Waste Community Enhancement Program**

**4.1.1. Notification to a host local government.**

Upon receipt of a complete Metro license or franchise application for a new eligible solid waste facility that is subject to this chapter, or a new eligible solid waste activity at an existing facility, the Metro COO shall notify the host local government that it qualifies for the solid waste community enhancement program.

**4.1.2 Coordination with Metro and the host local government.**

**4.1.2.1** As part of Metro's license and franchise review or renewal process, the Metro COO will notify the local government hosting an eligible solid waste facility that a solid waste community enhancement program shall be established.

**4.1.2.2** The Metro COO shall provide the host local government with an opportunity to enter into an intergovernmental agreement to administer the program. As provided in Section 5.1, Metro and the local government may consider other approaches to administer the program if an intergovernmental agreement cannot be established.

**4.1.2.3** A host local government shall not be excluded or limited from participating in Metro's solid waste community enhancement program for an eligible solid waste facility, nor shall Metro be limited in implementing a solid waste community enhancement program when a host local government adopts: (1) a tax or charge that imposes a fee on haulers of commercial solid waste or other users of the facility; (2) any tax duly adopted by the local government which is generally applicable for all persons doing business in boundaries of the local government; or (3) any franchise fee collected by the local government from haulers collecting solid waste within the boundaries of the local government,

**4.1.2.4** Metro shall not establish a solid waste community enhancement program at a solid waste facility if the respective host local government has implemented and is actively administering a solid waste community enhancement program

for that solid waste facility under separate authority of ORS 459.284 and 459.290.

- 4.1.2.5 Prior to establishing a solid waste community enhancement program at an eligible solid waste facility, the Metro COO shall inform the Metro Council President and the Metro Councilor whose district hosts the solid waste facility of the decision to establish a solid waste community enhancement program and provide the Metro Councilor with the opportunity to chair, co-chair, or otherwise participate in the solid waste community enhancement committee at the option of the Metro Councilor.

#### 4.2 Programs Established Prior to January 1, 2014

Solid waste community enhancement programs that were established prior to January 1, 2014 and are administered through an intergovernmental agreement with a host local government shall be updated and reissued with an effective date of July 1, 2015 to provide consistency with all applicable provisions in Metro Code Chapter 5.06 and these administrative procedures.

#### 4.3 Existing Eligible Facility Without a Solid Waste Community Enhancement Program

The Metro COO shall notify a host local government of an existing eligible solid waste facility within its jurisdictional boundaries regarding a timeframe and process for the implementation and administration of a solid waste community enhancement program in accordance with this chapter.

#### 4.4 Funding

- 4.4.1 Except as provided in Section 3.3, solid waste facilities subject to Metro Code Chapter 5.06 shall collect an amount not exceeding \$1.00 on each ton of putrescible solid waste delivered to the facility and remit the funds to Metro for use as a solid waste community enhancement fee.
- 4.4.2 Metro may periodically adjust the solid waste community enhancement fee based on the Consumer Price Index (CPI) up to the maximum amount set forth in ORS 459.284.
- 4.4.3 On a quarterly basis, Metro will remit the solid waste community enhancement funds to each host local government with a solid waste community enhancement program established by intergovernmental agreement with Metro in accordance with Metro Code Chapter 5.06.
- 4.4.4 Projects funded from a solid waste community enhancement fund will be made with the positive vote of a majority of the solid waste community enhancement committee created to administer such a program. Frequency of funding projects is also to be determined by the committee.



**METRO**

**SOLID WASTE  
ADMINISTRATIVE PROCEDURES**

**AP NO. 5.06  
Section 5**

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**Establishing a Solid Waste Community Enhancement Committee**

5.1 Establishing a Solid Waste Community Enhancement Committee

- 5.1.1 For the purpose of establishing a solid waste community enhancement committee, the Metro COO shall coordinate with the host local government and the Metro Councilor whose district hosts the eligible solid waste facility.
- 5.1.2 Metro may designate a solid waste community enhancement committee in accordance with Metro Code Chapter 2.19.
- 5.1.3 The Metro COO may enter into an intergovernmental agreement to designate the host local government as the solid waste community enhancement committee. Such a committee shall consist of at least five members and may include the Metro Councilor whose district hosts the solid waste facility (with the option to serve as co-chair to the committee), and three citizen representatives appointed by the mayor, city manager, or county administrator. In lieu of appointment of such a committee, the local government may designate itself and the Metro Council member representing the district that hosts the solid waste facility (with the option to serve as co-chair to the committee) to perform the function of such committee. The term for such intergovernmental agreements should be established to coincide with the term set forth in the subject facility's Metro license or franchise.
- 5.1.4 The Metro COO may enter into an agreement with a recognized non-profit community organization including, but not limited to, a neighborhood district coalition, neighborhood association, committee for citizen involvement or other similar community-based group having a legally constituted active board of directors. The designated solid waste community enhancement committee shall consist of at least five members, and may include the board of directors, the Metro Councilor whose district hosts the solid waste facility, and any number of citizen representatives appointed by the Metro Councilor whose district hosts the solid waste facility.
- 5.1.5 The Metro COO shall establish the terms and conditions of the agreements for the establishment and administration of a solid waste community enhancement committee as provided in Metro Code Chapter 5.06.

5.2 Administration

- 5.2.1 The administration and distribution of funds from a solid waste community enhancement program shall be subject to the approval of a solid waste community enhancement committee.

- 5.2.2 Each solid waste community enhancement committee or host local government shall promote, advertise, solicit and accept requests for proposals or projects to be funded from the solid waste community enhancement fund within its solid waste community enhancement program area boundary.
- 5.2.3 Either Metro or the host local government shall prepare and publish an annual budget for the solid waste community enhancement account. Each budget shall be subject to review and comment by the solid waste community enhancement committee and shall, at a minimum, identify the proposed allocation of grant funding and administrative costs for the upcoming fiscal year, except that a solid waste community enhancement committee may propose that there be no expenditure of funds during a fiscal year for up to a maximum of three consecutive fiscal years, or longer if approved by the Metro COO or the community enhancement committee.
- 5.2.4 Either Metro or the host local government shall segregate solid waste community enhancement funds by establishing a separate set of accounts for the revenues and expenditures of the solid waste community enhancement program to ensure that only committee-authorized plans, projects, and programs receive funding. Funds not expended during a budget year shall be carried forward to each subsequent year.
- 5.2.5 Each solid waste community enhancement committee or host local government shall publish and follow the project funding criteria in Section 6.1 and goals in Section 6.2 for selecting projects or programs to fund during the fiscal year. A solid waste community enhancement committee may request that Metro modify or change the criteria. A community enhancement committee may publish and follow more restrictive program funding criteria, and may adopt and publish additional goals and/or guidelines.
- 5.2.6 Each solid waste community enhancement committee or host local government shall, provide an annual written report to the Metro COO regarding all expenditures from the enhancement fund and shall itemize all enhancement fund expenditures including the amount of funds expended on each project under its jurisdiction including the funding balance by October 1 of each year.
- 5.2.7 Each solid waste community enhancement committee, upon request by the Metro COO, shall provide an oral presentation to the Metro Council at a time such presentation can be scheduled at a Metro Council meeting.
- 5.2.8 If administrative costs incurred by Metro or the host local government to administer the solid waste community enhancement program are reimbursed from the solid waste community enhancement funds as provided in Section 5.3. The annual report required in Section 5.2.6 shall include an accounting of the funds expended for program administration.
- 5.2.9 Each solid waste community enhancement committee will provide an open public process for project/program review and approval.

### 5.3 Administrative Cost Reimbursement

- 5.3.1 A solid waste community enhancement fund may be used to help defray the direct costs incurred to administer a solid waste community enhancement program by Metro or a host local government (e.g., staff time and materials necessary to set up and administer a solid waste community enhancement program).
- 5.3.2 No more than twenty percent (20%), and not more than \$50,000 of a solid waste community enhancement fund that is collected during a program funding cycle may be used to pay for costs directly associated with administering a solid waste community enhancement program. Administrative costs in excess of these amounts shall not be borne by the solid waste community enhancement fund.

### 5.4 Recordkeeping and Audits

- 5.4.1 Each solid waste community enhancement committee or host local government shall maintain complete and accurate records related to the administration of the program and funds expended under its jurisdiction. The committee shall make these records available to Metro for inspection, auditing, and copying.
- 5.4.2 Metro may require, at Metro's expense, that a solid waste community enhancement committee submit to an independent audit conducted by an auditor chosen by Metro. The audit shall address only those matters reasonably related to the solid waste community enhancement program fund and its administration.



METRO

**SOLID WASTE  
ADMINISTRATIVE PROCEDURE**

**AP NO. 5.06  
Section 6**

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**Eligibility Criteria and Goals**

**6.1 Eligibility Criteria for Funding Solid Waste Community Enhancement Projects**

- 6.1.2 To qualify for funding, a proposed solid waste community enhancement project shall meet the following funding criteria. A designated solid waste community enhancement committee may adopt and publish more restrictive eligibility criteria.
- 6.1.2.1 Be within the solid waste community enhancement area boundaries specified by the designated solid waste community enhancement committee or benefit individuals or programs located inside the community enhancement area boundary.
  - 6.1.2.2 Be from non-profit organizations including, but not limited to, neighborhood associations or charitable organizations with 501(c)(3) status under the Internal Revenue Service, or
  - 6.1.2.3 Be from a school, or institution of higher learning, or
  - 6.1.2.4 Be from a local government, local government advisory committee, department or special district provided that they include documented support from the local government executive officer, and, as a guideline, the requested funding not exceed 15% of an annual solid waste community enhancement program budget or funding cycle, or more as otherwise provided in an intergovernmental agreement between Metro and a host local government.
  - 6.1.2.5 Not replace another readily available source of federal, state, regional or local funds.
  - 6.1.2.6 All applicants must go through the official application, review and approval process established by the solid waste community enhancement committee.
  - 6.1.2.7 Not promote or inhibit religion.
  - 6.1.2.8 Not fund organizations, projects or programs that discriminate based upon race, ethnicity, age, gender or sexual orientation.
  - 6.1.2.9 Be able show a clear public benefit if projects are on private land.

6.1.2.10 Have written landowner permission at the time of application.

6.2 Goals for Funding Solid Waste Community Enhancement Projects

- 6.2.1 Projects shall meet one or more of the following goals. Priority will be given to projects that best meet the goals and which offer benefits to the areas and populations most directly impacted by the solid waste facility. A designated solid waste community enhancement committee may adopt and publish additional funding goals. The order of the following listing does not imply ranking or weighting. Projects should:
- 6.2.1.1 Result in an improvement to the appearance or environmental quality of the area/neighborhood within the enhancement area boundaries.
  - 6.2.1.2 Result in the reduction in the amount or toxicity of waste, or increase reuse and recycling opportunities within the enhancement area boundaries.
  - 6.2.1.3 Result in rehabilitation, upgrading or direct increase in the real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Code within the enhancement area boundaries.
  - 6.2.1.4 Result in the preservation or enhancement of wildlife, riparian zones, wetlands, forest lands and marine areas within the enhancement area boundaries, and/or improve the public awareness and the opportunities to enjoy them.
  - 6.2.1.5 Result in improvement to, or an increase in, recreational areas and programs within the enhancement area boundaries.
  - 6.2.1.6 Result in improvement in the safety of the area within the enhancement area boundaries.
  - 6.2.1.7 Result in projects that benefit youth, seniors, low income persons or underserved populations within the enhancement area boundaries.



**METRO**

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## **Dispute Resolution**

- 7.1 The Metro COO shall, in good faith, attempt to negotiate resolutions to all disputes arising out of the implementation and administration of Metro Code Chapter 5.06 and these administrative procedures. Disputes arising out of or relating to the implementation or administration of Metro Code Chapter 5.06 or these administrative procedures shall be resolved as follows:
- 7.1.1 The Metro COO will review the matter or dispute to determine if there is sufficient reason or cause to take action.
  - 7.1.2 When warranted, the Metro COO will notify the host local government and the solid waste community enhancement committee, the Council President and the corresponding councilor whose district hosts the solid waste facility in writing of the dispute or alleged breach. The notice shall describe the nature of the dispute or alleged breach. The notice shall prescribe a resolution process and include a date by which the host local government or solid waste community enhancement committee must respond to the Metro COO's notice.
  - 7.1.3 Within the period specified by the Metro COO, the host local government or solid waste community enhancement committee shall respond to the notice provided by the Metro COO regarding the dispute. Such response may include information that proves that the dispute or alleged breach has been resolved, or that diligent efforts to correct the dispute or alleged violation is being made and is likely to succeed in a reasonable period of time.
  - 7.1.4 If the Metro COO determines that the dispute or alleged violation has not or cannot be resolved within the manner prescribed and in a reasonable period of time, the Metro COO may take further action, including the modification or termination of an intergovernmental agreement to ensure that the dispute or breach is resolved within a reasonable period of time.

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# CITY OF OREGON CITY

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

## Staff Report

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**To:** City Commission **Agenda Date:** July 1, 2026  
**From:** Ann Griffin, Economic Development Coordinator

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**SUBJECT:**

Item 7.e. - Approve the 2026-2027 Enhancement Grant Agreements

**STAFF RECOMMENDATION:**

Approve the 2026-2027 Enhancement Grant Agreements

**EXECUTIVE SUMMARY:**

On June 15, 2026, the Enhancement Grant Program Committee approved Community Enhancement Grant funding for twelve grant applicants. The total amount of grant funding awarded was \$350,000.

**BACKGROUND:**

The Enhancement Grant Program Committee received sixteen applications for funding in 2026-2027. The total amount of grant support requested was more than \$495,000. In all, the EGPC made twelve grant awards as listed in the table below.

Clackamas County Historical Society - Museum of the Oregon Territory	New museum exhibit	40,000
Downtown Oregon City Association	Discover Downtown: Oregon City Wayfinding	40,000
Greater Oregon City Watershed Council	Oregon City Creek Stewardship Project	21,230
Hannah Grace Family	HGF Ascend Music Program	37,755
LoveOne	LoveOne Emergency Outreach and Safety Assistance Program	40,000

Oregon City Parks and Recreation	Hillendale Park Sport Court Improvements	17,500
Oregon City Parks Foundation	Seminar Series Museums and Gardens for People and Wildlife	30,900
Oregon City Police Department and Code Enforcement Division	Keep OC Clean Program	35,000
Oregon City Together / Oregon City School District 62	Oregon City Youth Prevention & Wellness Initiative	30,923
The Father's Heart	Food Services Workforce Support Program TFH	16,692
The STREAM~N Network	STREAM~N Team Youth Service-Learning Program	30,000
Willamette Falls Symphony	2026-2027 Season Contribution	10,000

Two local government sponsored projects were selected. The Oregon City Police Department and Code Enforcement Division received \$35,000 for the "Keep OC Clean" program, which will support graffiti removal, the clean-up of camp areas and the removal of abandoned recreational vehicles. The Parks and Recreation Department received \$17,500 for improvements to the Hillendale Sport Court facility.

**OPTIONS:**

1. Approve the 2026-2027 Enhancement Grant Agreements
2. Approve the 2026-2027 Enhancement Grant Agreements with Amendments.
3. Deny the 2026-2027 Enhancement Grant Agreements and provide further direction.

**BUDGET IMPACT:**

Amount	\$ 350,000
Fiscal Year(s):	FY 2027
Funding Source(s):	Metro Transfer Station Fees
Included in Approved Budget:	Yes

## ENHANCEMENT GRANT AGREEMENT 2026-2027

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("The City") and The Clackamas County Historical Society ("the Grantee"). The City has approved the project described in the proposal reviewed by the Enhancement Grant Program Committee and the award amount finalized at the Enhancement Grant Program Committee meeting on June 15, 2026. Upon execution of this agreement, the parties agree to the following:

- A. Through the Community Enhancement Grant Program, the City agrees to:
  - 1. Award the Grantee \$40,000 to complete the approved Community Enhancement Grant Project, "Land & People of the Willamette Valley: Water Shaped the Land Exhibit," as described in the proposal submitted by the Grantee.
  
- B. The Grantee agrees to:
  - 1. Complete all improvements and/or activities as stated in the Grantee's approved application on or before June 30, 2027. The Grantee's 2026-2027 Enhancement Grant application is an integral part of this application and is attached as Exhibit A. Failure to complete referenced improvements and/or activities could jeopardize any remaining Community Enhancement Grant funding not yet dispersed to the Grantee.
    - a. Grantee will contact the City's Program Coordinator to schedule a time to review the requirements in this agreement and program prior to any advancement of funds to the Grantee.
    - b. Put in place methods to track the number of visitors to the new exhibit and to track how many of the visitors are residents of the City of Oregon City.
  - 2. The Grantee's Project Manager is Stephen Greenwood. All mail related to the grant project will be sent to 211 Tumwater Drive, Oregon City, OR 97045 or sent electronically to director@clackamashistory.org. The Project Manager shall provide all necessary administrative support to manage the project.
  - 3. The Grantee will describe and demonstrate how it meets the metrics as delineated in its approved application. This information should be included in the progress report submitted to the City and described in Item 8 of this Agreement.
  - 4. Insurance: The Grantee will provide documentation of current liability insurance coverage listing the City as an additional insured in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate. The Grantee shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Grantee's administration of the grant proposal.
  - 5. Payment Requests: The Grantee must provide the City with a signed W-9 if it has not received payment from the City before. Once this grant agreement has been fully executed, satisfactory insurance requirements are in place and the initial meeting with the Program Coordinator has taken place, the Grantee may request funds by one of the following methods.
    - a. Submit an Advance Request: The Grantee may submit a written request for an advance of up to 25% of the grant amount. Upon submission of receipts supporting the expenditures of the initial advance, an additional 25% advance can be released

upon written request.

- b. Submit Project Receipts: Expenses paid directly by the Grantee will be reimbursed by submitting a copy of paid receipts and proof of payment. "Proof of payment" includes a receipt that demonstrates that no further payment is required. If the Grantee submits a copy of a check that was used as payment, then a copy of the back of the check should also be included. The Grantee will number the receipts and attach a summary listing of the receipts, indicating how the total requested reimbursement was calculated. Vendors may not submit invoices directly to the City of Oregon City for payment.
- c. Please allow 30 days for the processing of any payment request. If more than 30 days have passed, contact the City's Program Coordinator to verify payment status.

6 Submission of Receipts:

- a. Receipts submitted for reimbursement must demonstrate that expenses were incurred between July 1, 2026, and June 30, 2027.
- b. Proof of Payment. If the Grantee is providing a copy of a check for proof of payment, include a copy of the front and back of the check or a copy of the organization's bank statement to demonstrate that the check has been cashed. Only submit receipts for expenses that were described in the project proposal. A receipt that appears to have been photocopied multiple times will not be accepted.
- c. Staff Time/Wage. To reimburse staff time, the Grantee should provide written verification of the hours worked and payroll verification. A paid receipt from a payroll service or a payroll service report are good examples of payroll verification. Documentation should be redacted to protect personal identification information.

If the Grantee does not have a payroll service, the grantee may submit an itemized listing of personnel involved with the project, the number of hours worked on the project and the amount compensated for the work performed. This report shall be certified/signed by either the financial officer or accountant, bookkeeper, or some other person accountable for financial reporting on behalf of the Grantee

- d. Please note that gasoline/fuel receipts will not be accepted.
  - e. The Grantee will submit at least two reimbursement requests. The full grant amount should not be requested at one time. All expenses must be incurred, and all work must be completed before June 30, 2026. All reimbursement requests must be received before July 8, 2027 unless other arrangements are approved.
7. Documentation of Matching Resources. The Grantee shall provide documentation to verify the expenditure/utilization of the matching resources included in the Enhancement Grant project proposal.
8. Progress Report: The Grantee will provide the City with one written progress report and a final report. The due dates for these reports are January 14, 2027 and June 30, 2027 (the final report). The progress report should include the status of activities and a brief expenditure report indicating how grant funds have been spent to date. Reports should be submitted electronically.

9. Final Report: The Grantee will provide the City with an exit report within 30 days of completion of the project but no later than July 10, 2026. The report should include the following:
- a. Brief description of the project and major project accomplishments.
  - b. Measures of performance based on goals stated in the grantee's application.
  - c. A final total budget, including documentation of all matching resources described in the grant proposal.
  - d. A narrative of how the Enhancement funds were spent.
  - e. Listing of additional sponsors of the project.
  - f. Any before and after photos of the grant project.
  - g. Any promotional material samples, such as advertisements, flyers, or posters.

Failure to provide a final exit report will make the Grantee ineligible for future grants from the program. Any unspent grant money shall be remitted back to the City.

10. Project Extensions. Under certain circumstances, in the sole discretion of the City, the deadline for completing the Project may be extended. Extension requests must be received in writing by May 14, 2027.

**FUNDING AVAILABILITY.** The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed on \_\_\_\_\_, 2026.

City of Oregon City

Clackamas County Historical Society

By \_\_\_\_\_  
 Kelly Hart  
 Community Development Manager

By \_\_\_\_\_  
 Stephen Greenwood  
 Executive Director

By \_\_\_\_\_  
 Anthony J Konkol, III  
 City Manager

**ENHANCEMENT GRANT AGREEMENT  
2026-2027**

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("The City") and The Downtown Oregon City Association ("the Grantee"). The City has approved the project described in the proposal reviewed by the Enhancement Grant Program Committee and the award amount finalized at the Enhancement Grant Program Committee meeting on June 15, 2026. Upon execution of this agreement, the parties agree to the following:

- A. Through the Community Enhancement Grant Program, the City agrees to:
1. Award the Grantee \$40,000 to complete the approved Community Enhancement Grant Project, "Discover Downtown: Oregon City Wayfinding," as described in the proposal submitted by the Grantee.
- B. The Grantee agrees to:
1. Complete all improvements and/or activities as stated in the Grantee's approved application on or before June 30, 2027. The Grantee's 2026-2027 Enhancement Grant application is an integral part of this application and is attached as Exhibit A. Failure to complete referenced improvements and/or activities could jeopardize any remaining Community Enhancement Grant funding not yet dispersed to the Grantee.
    - a. Grantee will contact the City's Program Coordinator to schedule a time to review the requirements in this agreement and program prior to any advancement of funds to the Grantee.
    - b. Put in place methods to track the number of visitors to the new exhibit and to track how many of the visitors are residents of the City of Oregon City.
  2. The Grantee's Project Manager is Juliana Allen. All mail related to the grant project will be sent to 814 Main Street, Oregon City, OR 97045 or sent electronically to juliana@downtownoregoncity.org. The Project Manager shall provide all necessary administrative support to manage the project.
  3. The Grantee will describe and demonstrate how it meets the metrics as delineated in its approved application. This information should be included in the progress report submitted to the City and described in Item 8 of this Agreement.
  4. Insurance: The Grantee will provide documentation of current liability insurance coverage listing the City as an additional insured in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate. The Grantee shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Grantee's administration of the grant proposal.
  5. Payment Requests: The Grantee must provide the City with a signed W-9 if it has not received payment from the City before. Once this grant agreement has been fully executed, satisfactory insurance requirements are in place and the initial meeting with the Program Coordinator has taken place, the Grantee may request funds by one of the following methods.
    - a. Submit an Advance Request: The Grantee may submit a written request for an advance of up to 25% of the grant amount. Upon submission of receipts supporting the expenditures of the initial advance, an additional 25% advance can be released

upon written request.

- b. Submit Project Receipts: Expenses paid directly by the Grantee will be reimbursed by submitting a copy of paid receipts and proof of payment. "Proof of payment" includes a receipt that demonstrates that no further payment is required. If the Grantee submits a copy of a check that was used as payment, then a copy of the back of the check should also be included. The Grantee will number the receipts and attach a summary listing of the receipts, indicating how the total requested reimbursement was calculated. Vendors may not submit invoices directly to the City of Oregon City for payment.
- c. Please allow 30 days for the processing of any payment request. If more than 30 days have passed, contact the City's Program Coordinator to verify payment status.

6 Submission of Receipts:

- a. Receipts submitted for reimbursement must demonstrate that expenses were incurred between July 1, 2026, and June 30, 2027.
- b. Proof of Payment. If the Grantee is providing a copy of a check for proof of payment, include a copy of the front and back of the check or a copy of the organization's bank statement to demonstrate that the check has been cashed. Only submit receipts for expenses that were described in the project proposal. A receipt that appears to have been photocopied multiple times will not be accepted.
- c. Staff Time/Wage. To reimburse staff time, the Grantee should provide written verification of the hours worked and payroll verification. A paid receipt from a payroll service or a payroll service report are good examples of payroll verification. Documentation should be redacted to protect personal identification information.

If the Grantee does not have a payroll service, the grantee may submit an itemized listing of personnel involved with the project, the number of hours worked on the project and the amount compensated for the work performed. This report shall be certified/signed by either the financial officer or accountant, bookkeeper, or some other person accountable for financial reporting on behalf of the Grantee

- d. Please note that gasoline/fuel receipts will not be accepted.
  - e. The Grantee will submit at least two reimbursement requests. The full grant amount should not be requested at one time. All expenses must be incurred, and all work must be completed before June 30, 2026. All reimbursement requests must be received before July 8, 2027 unless other arrangements are approved.
7. Documentation of Matching Resources. The Grantee shall provide documentation to verify the expenditure/utilization of the matching resources included in the Enhancement Grant project proposal.
8. Progress Report: The Grantee will provide the City with one written progress report and a final report. The due dates for these reports are January 14, 2027 and June 30, 2027 , respectively. The progress report should include the status of activities and a brief expenditure report indicating how grant funds have been spent to date. Reports should be submitted electronically.

9. Final Report: The Grantee will provide the City with an exit report within 30 days of completion of the project but no later than July 10, 2026. The report should include the following:

- a. Brief description of the project and major project accomplishments.
- b. Measures of performance based on goals stated in the grantee's application.
- c. A final total budget, including documentation of all matching resources described in the grant proposal.
- d. A narrative of how the Enhancement funds were spent.
- e. Listing of additional sponsors of the project.
- f. Any before and after photos of the grant project.
- g. Any promotional material samples, such as advertisements, flyers, or posters.

Failure to provide a final exit report will make the Grantee ineligible for future grants from the program. Any unspent grant money shall be remitted back to the City.

10. Project Extensions. Under certain circumstances, in the sole discretion of the City, the deadline for completing the Project may be extended. Extension requests must be received in writing by May 14, 2027.

**FUNDING AVAILABILITY.** The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed on \_\_\_\_\_, 2026.

City of Oregon City

Downtown Oregon City Association

By \_\_\_\_\_  
Kelly Hart  
Community Development Manager

By \_\_\_\_\_  
Juliana Allen  
Executive Director

By \_\_\_\_\_  
Anthony J Konkol, III  
City Manager

**ENHANCEMENT GRANT AGREEMENT  
2026-2027**

THIS AGREEMENT is made and entered into by and between the City of Oregon City (“The City”) and The Father’s Heart Street Ministry (“the Grantee”). The City has approved the project described in the proposal reviewed by the Enhancement Grant Program Committee and the award amount finalized at the Enhancement Grant Program Committee meeting on June 15, 2026. Upon execution of this agreement, the parties agree to the following:

- A. Through the Community Enhancement Grant Program, the City agrees to:
1. Award the Grantee \$16,692 to complete the approved Community Enhancement Grant Project, “Food Services Workforce Support Program TFH,” as described in the proposal submitted by the Grantee.
- B. The Grantee agrees to:
1. Complete all improvements and/or activities as stated in the Grantee’s approved application on or before June 30, 2027. The Grantee’s 2026-2027 Enhancement Grant application is an integral part of this application and is attached as Exhibit A. Failure to complete referenced improvements and/or activities could jeopardize any remaining Community Enhancement Grant funding not yet dispersed to the Grantee.
    - a. Grantee will contact the City’s Program Coordinator to schedule a time to review the requirements in this agreement and program prior to any advancement of funds to the Grantee.
    - b. Put in place methods to track the number of visitors to the new exhibit and to track how many of the visitors are residents of the City of Oregon City.
  2. The Grantee’s Project Manager is Stephanie Hollingshead. All mail related to the grant project will be sent to 603 12<sup>th</sup> Street, Oregon City, OR 97045 or sent electronically to shollingshead@tfhsm.org. The Project Manager shall provide all necessary administrative support to manage the project.
  3. The Grantee will describe and demonstrate how it meets the metrics as delineated in its approved application. This information should be included in the progress report submitted to the City and described in Item 8 of this Agreement.
  4. Insurance: The Grantee will provide documentation of current liability insurance coverage listing the City as an additional insured in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate. The Grantee shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Grantee’s administration of the grant proposal.
  5. Payment Requests: The Grantee must provide the City with a signed W-9 if it has not received payment from the City before. Once this grant agreement has been fully executed, satisfactory insurance requirements are in place and the initial meeting with the Program Coordinator has taken place, the Grantee may request funds by one of the following methods.
    - a. Submit an Advance Request: The Grantee may submit a written request for an advance of up to 25% of the grant amount. Upon submission of receipts supporting the expenditures of the initial advance, an additional 25% advance can be released

upon written request.

- b. Submit Project Receipts: Expenses paid directly by the Grantee will be reimbursed by submitting a copy of paid receipts and proof of payment. "Proof of payment" includes a receipt that demonstrates that no further payment is required. If the Grantee submits a copy of a check that was used as payment, then a copy of the back of the check should also be included. The Grantee will number the receipts and attach a summary listing of the receipts, indicating how the total requested reimbursement was calculated. Vendors may not submit invoices directly to the City of Oregon City for payment.
- c. Please allow 30 days for the processing of any payment request. If more than 30 days have passed, contact the City's Program Coordinator to verify payment status.

6 Submission of Receipts:

- a. Receipts submitted for reimbursement must demonstrate that expenses were incurred between July 1, 2026, and June 30, 2027.
- b. Proof of Payment. If the Grantee is providing a copy of a check for proof of payment, include a copy of the front and back of the check or a copy of the organization's bank statement to demonstrate that the check has been cashed. Only submit receipts for expenses that were described in the project proposal. A receipt that appears to have been photocopied multiple times will not be accepted.
- c. Staff Time/Wage. To reimburse staff time, the Grantee should provide written verification of the hours worked and payroll verification. A paid receipt from a payroll service or a payroll service report are good examples of payroll verification. Documentation should be redacted to protect personal identification information.

If the Grantee does not have a payroll service, the grantee may submit an itemized listing of personnel involved with the project, the number of hours worked on the project and the amount compensated for the work performed. This report shall be certified/signed by either the financial officer or accountant, bookkeeper, or some other person accountable for financial reporting on behalf of the Grantee

- d. Please note that gasoline/fuel receipts will not be accepted.
  - e. The Grantee will submit at least two reimbursement requests. The full grant amount should not be requested at one time. All expenses must be incurred, and all work must be completed before June 30, 2026. All reimbursement requests must be received before July 8, 2027 unless other arrangements are approved.
7. Documentation of Matching Resources. The Grantee shall provide documentation to verify the expenditure/utilization of the matching resources included in the Enhancement Grant project proposal.
8. Progress Report: The Grantee will provide the City with one written progress report and a final report. The due dates for these reports are January 14, 2027 and June 30, 2027 (the final report). The progress report should include the status of activities and a brief expenditure report indicating how grant funds have been spent to date. Reports should be submitted electronically.

9. Final Report: The Grantee will provide the City with an exit report within 30 days of completion of the project but no later than July 10, 2026. The report should include the following:

- a. Brief description of the project and major project accomplishments.
- b. Measures of performance based on goals stated in the grantee's application.
- c. A final total budget, including documentation of all matching resources described in the grant proposal.
- d. A narrative of how the Enhancement funds were spent.
- e. Listing of additional sponsors of the project.
- f. Any before and after photos of the grant project.
- g. Any promotional material samples, such as advertisements, flyers, or posters.

Failure to provide a final exit report will make the Grantee ineligible for future grants from the program. Any unspent grant money shall be remitted back to the City.

10. Project Extensions. Under certain circumstances, in the sole discretion of the City, the deadline for completing the Project may be extended. Extension requests must be received in writing by May 14, 2027.

FUNDING AVAILABILITY. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed on \_\_\_\_\_, 2026.

City of Oregon City

The Father's Heart

By \_\_\_\_\_  
Kelly Hart  
Community Development Manager

By \_\_\_\_\_  
Stephanie Hollingshead  
Director of Projects and Impact

By \_\_\_\_\_  
Anthony J Konkol, III  
City Manager

**ENHANCEMENT GRANT AGREEMENT  
2026-2027**

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("The City") and The Greater Oregon City Watershed Council ("the Grantee"). The City has approved the project described in the proposal reviewed by the Enhancement Grant Program Committee and the award amount finalized at the Enhancement Grant Program Committee meeting on June 15, 2026. Upon execution of this agreement, the parties agree to the following:

- A. Through the Community Enhancement Grant Program, the City agrees to:
1. Award the Grantee \$21,230 to complete the approved Community Enhancement Grant Project, "Oregon City Creek Stewardship Project," as described in the proposal submitted by the Grantee.
- B. The Grantee agrees to:
1. Complete all improvements and/or activities as stated in the Grantee's approved application on or before June 30, 2027. The Grantee's 2026-2027 Enhancement Grant application is an integral part of this application and is attached as Exhibit A. Failure to complete referenced improvements and/or activities could jeopardize any remaining Community Enhancement Grant funding not yet dispersed to the Grantee.
    - a. Grantee will contact the City's Program Coordinator to schedule a time to review the requirements in this agreement and program prior to any advancement of funds to the Grantee.
    - b. Put in place methods to track the number of visitors to the new exhibit and to track how many of the visitors are residents of the City of Oregon City.
  2. The Grantee's Project Manager is Kira Smith. Ms. Smith will manage the general implementation of the project. Questions related to invoices, grant payments and other administrative matters should be addressed to Tom Gaskill. All printed mail related to the grant project will be sent to 500 Abernethy Road, Suite 201, Oregon City, OR 97045 or sent electronically to kira@gocwc.org or tom.gaskill@gocwc.org.
  3. The Grantee will describe and demonstrate how it meets the metrics as delineated in its approved application. This information should be included in the progress report submitted to the City and described in Item 8 of this Agreement.
  4. Insurance: The Grantee will provide documentation of current liability insurance coverage listing the City as an additional insured in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate. The Grantee shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Grantee's administration of the grant proposal.
  5. Payment Requests: The Grantee must provide the City with a signed W-9 if it has not received payment from the City before. Once this grant agreement has been fully executed, satisfactory insurance requirements are in place and the initial meeting with the Program Coordinator has taken place, the Grantee may request funds by one of the following methods.
    - a. Submit an Advance Request: The Grantee may submit a written request for an advance of up to 25% of the grant amount. Upon submission of receipts supporting

the expenditures of the initial advance, an additional 25% advance can be released upon written request.

- b. Submit Project Receipts: Expenses paid directly by the Grantee will be reimbursed by submitting a copy of paid receipts and proof of payment. "Proof of payment" includes a receipt that demonstrates that no further payment is required. If the Grantee submits a copy of a check that was used as payment, then a copy of the back of the check should also be included. The Grantee will number the receipts and attach a summary listing of the receipts, indicating how the total requested reimbursement was calculated. Vendors may not submit invoices directly to the City of Oregon City for payment.
- c. Please allow 30 days for the processing of any payment request. If more than 30 days have passed, contact the City's Program Coordinator to verify payment status.

6. Submission of Receipts:

- a. Receipts submitted for reimbursement must demonstrate that expenses were incurred between July 1, 2026, and June 30, 2027.
- b. Proof of Payment. If the Grantee is providing a copy of a check for proof of payment, include a copy of the front and back of the check or a copy of the organization's bank statement to demonstrate that the check has been cashed. Only submit receipts for expenses that were described in the project proposal. A receipt that appears to have been photocopied multiple times will not be accepted.
- c. Staff Time/Wage. To reimburse staff time, the Grantee should provide written verification of the hours worked and payroll verification. A paid receipt from a payroll service or a payroll service report are good examples of payroll verification. Documentation should be redacted to protect personal identification information.

If the Grantee does not have a payroll service, the grantee may submit an itemized listing of personnel involved with the project, the number of hours worked on the project and the amount compensated for the work performed. This report shall be certified/signed by either the financial officer or accountant, bookkeeper, or some other person accountable for financial reporting on behalf of the Grantee

- d. Please note that gasoline/fuel receipts will not be accepted.
- e. The Grantee will submit at least two reimbursement requests. The full grant amount should not be requested at one time. All expenses must be incurred, and all work must be completed before June 30, 2026. All reimbursement requests must be received before July 8, 2027 unless other arrangements are approved.

- 7. Documentation of Matching Resources. The Grantee shall provide documentation to verify the expenditure/utilization of the matching resources included in the Enhancement Grant project proposal.
- 8. Progress Report: The Grantee will provide the City with one written progress report and a final report. The due dates for these reports are January 14, 2027 and June 30, 2027 (the final report). The progress report should include the status of activities and a brief expenditure report indicating how grant funds have been spent to date. Reports should be submitted electronically.

9. Final Report: The Grantee will provide the City with an exit report within 30 days of completion of the project but no later than July 10, 2026. The report should include the following:
  - a. Brief description of the project and major project accomplishments.
  - b. Measures of performance based on goals stated in the grantee's application.
  - c. A final total budget, including documentation of all matching resources described in the grant proposal.
  - d. A narrative of how the Enhancement funds were spent.
  - e. Listing of additional sponsors of the project.
  - f. Any before and after photos of the grant project.
  - g. Any promotional material samples, such as advertisements, flyers, or posters.

Failure to provide a final exit report will make the Grantee ineligible for future grants from the program. Any unspent grant money shall be remitted back to the City.

10. Project Extensions. Under certain circumstances, in the sole discretion of the City, the deadline for completing the Project may be extended. Extension requests must be received in writing by May 14, 2027.

**FUNDING AVAILABILITY.** The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed on \_\_\_\_\_, 2026.

City of Oregon City

Greater Oregon City Watershed Council

By \_\_\_\_\_  
 Kelly Hart  
 Community Development Manager

By \_\_\_\_\_  
 Tom Gaskill  
 Executive Director

By \_\_\_\_\_  
 Anthony J Konkol, III  
 City Manager

## ENHANCEMENT GRANT AGREEMENT 2026-2027

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("The City") and Hannah Grace Family ("the Grantee"). The City has approved the project described in the proposal reviewed by the Enhancement Grant Program Committee and the award amount finalized at the Enhancement Grant Program Committee meeting on June 15, 2026. Upon execution of this agreement, the parties agree to the following:

A. Through the Community Enhancement Grant Program, the City agrees to:

1. Award the Grantee \$37,755 to complete the approved Community Enhancement Grant Project, "HGF Ascend Music," as described in the proposal submitted by the Grantee.

B. The Grantee agrees to:

1. Complete all improvements and/or activities as stated in the Grantee's approved application on or before June 30, 2027. The Grantee's 2026-2027 Enhancement Grant application is an integral part of this application and is attached as Exhibit A. Failure to complete referenced improvements and/or activities could jeopardize any remaining Community Enhancement Grant funding not yet dispersed to the Grantee.
  - a. Grantee will contact the City's Program Coordinator to schedule a time to review the requirements in this agreement and program prior to any advancement of funds to the Grantee.
  - b. Put in place methods to track the number of visitors to the new exhibit and to track how many of the visitors are residents of the City of Oregon City.
2. The Grantee's Project Manager is Jason Hood. All mail related to the grant project will be sent to 1678 S Beaver Creek Rd., Suite F, Oregon City, OR 97045 or sent electronically to hannahgracefamily@yahoo.com. The Project Manager shall provide all necessary administrative support to manage the project.
3. The Grantee will describe and demonstrate how it meets the metrics as delineated in its approved application. This information should be included in the progress report submitted to the City and described in Item 8 of this Agreement.
4. Insurance: The Grantee will provide documentation of current liability insurance coverage listing the City as an additional insured in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate. The Grantee shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Grantee's administration of the grant proposal.
5. Payment Requests: The Grantee must provide the City with a signed W-9 if it has not received payment from the City before. Once this grant agreement has been fully executed, satisfactory insurance requirements are in place and the initial meeting with the Program Coordinator has taken place, the Grantee may request funds by one of the following methods.
  - a. Submit an Advance Request: The Grantee may submit a written request for an advance of up to 25% of the grant amount. Upon submission of receipts supporting the expenditures of the initial advance, an additional 25% advance can be released

upon written request.

- b. Submit Project Receipts: Expenses paid directly by the Grantee will be reimbursed by submitting a copy of paid receipts and proof of payment. "Proof of payment" includes a receipt that demonstrates that no further payment is required. If the Grantee submits a copy of a check that was used as payment, then a copy of the back of the check should also be included. The Grantee will number the receipts and attach a summary listing of the receipts, indicating how the total requested reimbursement was calculated. Vendors may not submit invoices directly to the City of Oregon City for payment.
- c. Please allow 30 days for the processing of any payment request. If more than 30 days have passed, contact the City's Program Coordinator to verify payment status.

6 Submission of Receipts:

- a. Receipts submitted for reimbursement must demonstrate that expenses were incurred between July 1, 2026, and June 30, 2027.
- b. Proof of Payment. If the Grantee is providing a copy of a check for proof of payment, include a copy of the front and back of the check or a copy of the organization's bank statement to demonstrate that the check has been cashed. Only submit receipts for expenses that were described in the project proposal. A receipt that appears to have been photocopied multiple times will not be accepted.
- c. Staff Time/Wage. To reimburse staff time, the Grantee should provide written verification of the hours worked and payroll verification. A paid receipt from a payroll service or a payroll service report are good examples of payroll verification. Documentation should be redacted to protect personal identification information.

If the Grantee does not have a payroll service, the grantee may submit an itemized listing of personnel involved with the project, the number of hours worked on the project and the amount compensated for the work performed. This report shall be certified/signed by either the financial officer or accountant, bookkeeper, or some other person accountable for financial reporting on behalf of the Grantee

- d. Please note that gasoline/fuel receipts will not be accepted.
  - e. The Grantee will submit at least two reimbursement requests. The full grant amount should not be requested at one time. All expenses must be incurred, and all work must be completed before June 30, 2026. All reimbursement requests must be received before July 8, 2027 unless other arrangements are approved.
7. Documentation of Matching Resources. The Grantee shall provide documentation to verify the expenditure/utilization of the matching resources included in the Enhancement Grant project proposal.
8. Progress Report: The Grantee will provide the City with one written progress report and a final report. The due dates for these reports are January 14, 2027 and June 30, 2027, respectively. The progress report should include the status of activities and a brief expenditure report indicating how grant funds have been spent to date. The Progress Report should include the number of young people served and the number of young

people who are Oregon City residents, if known. Reports should be submitted electronically.

9. Final Report: The Grantee will provide the City with an exit report within 30 days of completion of the project but no later than July 10, 2026. The report should include the following:
- a. Brief description of the project and major project accomplishments.
  - b. Measures of performance based on goals stated in the grantee's application.
  - c. A final total budget, including documentation of all matching resources described in the grant proposal.
  - d. A narrative of how the Enhancement funds were spent.
  - e. Listing of additional sponsors of the project.
  - f. Any before and after photos of the grant project.
  - g. Any promotional material samples, such as advertisements, flyers, or posters.

Failure to provide a final exit report will make the Grantee ineligible for future grants from the program. Any unspent grant money shall be remitted back to the City.

10. Project Extensions. Under certain circumstances, in the sole discretion of the City, the deadline for completing the Project may be extended. Extension requests must be received in writing by May 14, 2027.

FUNDING AVAILABILITY. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed on \_\_\_\_\_, 2026.

City of Oregon City

Hannah Grace Family

By \_\_\_\_\_  
Kelly Hart  
Community Development Manager

By \_\_\_\_\_  
Jason Hood  
Director

By \_\_\_\_\_  
Anthony J Konkol, III  
City Manager

## ENHANCEMENT GRANT AGREEMENT 2026-2027

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("The City") and LoveOne ("the Grantee"). The City has approved the project described in the proposal reviewed by the Enhancement Grant Program Committee and the award amount finalized at the Enhancement Grant Program Committee meeting on June 15, 2026. Upon execution of this agreement, the parties agree to the following:

- A. Through the Community Enhancement Grant Program, the City agrees to:
  - 1. Award the Grantee \$40,000 to complete the approved Community Enhancement Grant Project, "Emergency Outreach and Safety Assistance Program," as described in the proposal submitted by the Grantee.
  
- B. The Grantee agrees to:
  - 1. Complete all improvements and/or activities as stated in the Grantee's approved application on or before June 30, 2027. The Grantee's 2026-2027 Enhancement Grant application is an integral part of this application and is attached as Exhibit A. Failure to complete referenced activities could jeopardize any remaining Community Enhancement Grant funding not yet dispersed to the Grantee.
    - a. Grantee will contact the City's Program Coordinator to schedule a time to review the requirements in this agreement and program prior to any advancement of funds to the Grantee.
    - b. Put in place methods to track the number of program participants who are Oregon City residents.
  - 2. The Grantee's Project Manager is Stephanie Hollingshead. All mail related to the grant project will be sent to 1300 John Adams St., Oregon City, OR 97045 or sent electronically to stephanie@loveonecommunity.org. The Project Manager shall provide all necessary administrative support to manage the project.
  - 3. The Grantee will describe and demonstrate how it meets the metrics as delineated in its approved application. This information should be included in the progress report submitted to the City and described in Item 8 of this Agreement.
  - 4. Insurance: The Grantee will provide documentation of current liability insurance coverage listing the City as an additional insured in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate. The Grantee shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Grantee's administration of the grant proposal.
  - 5. Payment Requests: The Grantee must provide the City with a signed W-9 if it has not received payment from the City before. Once this grant agreement has been fully executed, satisfactory insurance requirements are in place and the initial meeting with the Program Coordinator has taken place, the Grantee may request funds by one of the following methods.
    - a. Submit an Advance Request: The Grantee may submit a written request for an advance of up to 25% of the grant amount. Upon submission of receipts supporting the expenditures of the initial advance, an additional 25% advance can be released

upon written request.

- b. Submit Project Receipts: Expenses paid directly by the Grantee will be reimbursed by submitting a copy of paid receipts and proof of payment. "Proof of payment" includes a receipt that demonstrates that no further payment is required. If the Grantee submits a copy of a check that was used as payment, then a copy of the back of the check should also be included. The Grantee will number the receipts and attach a summary listing of the receipts, indicating how the total requested reimbursement was calculated. Vendors may not submit invoices directly to the City of Oregon City for payment.
- c. Please allow 30 days for the processing of any payment request. If more than 30 days have passed, contact the City's Program Coordinator to verify payment status.

6 Submission of Receipts:

- a. Receipts submitted for reimbursement must demonstrate that expenses were incurred between July 1, 2026, and June 30, 2027.
- b. Proof of Payment. If the Grantee is providing a copy of a check for proof of payment, include a copy of the front and back of the check or a copy of the organization's bank statement to demonstrate that the check has been cashed. Only submit receipts for expenses that were described in the project proposal. A receipt that appears to have been photocopied multiple times will not be accepted.
- c. Staff Time/Wage. To reimburse staff time, the Grantee should provide written verification of the hours worked and payroll verification. A paid receipt from a payroll service or a payroll service report are good examples of payroll verification. Documentation should be redacted to protect personal identification information.

If the Grantee does not have a payroll service, the grantee may submit an itemized listing of personnel involved with the project, the number of hours worked on the project and the amount compensated for the work performed. This report shall be certified/signed by either the financial officer or accountant, bookkeeper, or some other person accountable for financial reporting on behalf of the Grantee

- d. Please note that gasoline/fuel receipts will not be accepted.
  - e. The Grantee will submit at least two reimbursement requests. The full grant amount should not be requested at one time. All expenses must be incurred, and all work must be completed before June 30, 2026. All reimbursement requests must be received before July 8, 2027 unless other arrangements are approved.
7. Documentation of Matching Resources. The Grantee shall provide documentation to verify the expenditure/utilization of the matching resources included in the Enhancement Grant project proposal.
8. Progress Report: The Grantee will provide the City with one written progress report and a final report. The due dates for these reports are January 14, 2027 and June 30, 2027, respectively. The progress report should include the status of activities and a brief expenditure report indicating how grant funds have been spent to date. The Progress Report should include the total number of people served and the number of people who are Oregon City residents, if known. Reports should be submitted electronically.

9. Final Report: The Grantee will provide the City with an exit report within 30 days of completion of the project but no later than July 10, 2026. The report should include the following:
- a. Brief description of the project and major project accomplishments.
  - b. Measures of performance based on goals stated in the grantee's application.
  - c. A final total budget, including documentation of all matching resources described in the grant proposal.
  - d. A narrative of how the Enhancement funds were spent.
  - e. Listing of additional sponsors of the project.
  - f. Any before and after photos of the grant project.
  - g. Any promotional material samples, such as advertisements, flyers, or posters.

Failure to provide a final exit report will make the Grantee ineligible for future grants from the program. Any unspent grant money shall be remitted back to the City.

10. Project Extensions. Under certain circumstances, in the sole discretion of the City, the deadline for completing the Project may be extended. Extension requests must be received in writing by May 14, 2027.

**FUNDING AVAILABILITY.** The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed on \_\_\_\_\_, 2026.

City of Oregon City

LoveOne

By \_\_\_\_\_  
 Kelly Hart  
 Community Development Manager

By \_\_\_\_\_  
 Stephanie Hollingshead  
 Program Manager

By \_\_\_\_\_  
 Anthony J Konkol, III  
 City Manager

## ENHANCEMENT GRANT AGREEMENT 2026-2027

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("The City") and The Oregon City Parks Foundation ("the Grantee"). The City has approved the project described in the proposal reviewed by the Enhancement Grant Program Committee and the award amount finalized at the Enhancement Grant Program Committee meeting on June 15, 2026. Upon execution of this agreement, the parties agree to the following:

- A. Through the Community Enhancement Grant Program, the City agrees to:
1. Award the Grantee \$30,900 to complete the approved Community Enhancement Grant Project, "Pioneering Our Open Spaces, Museums and Gardens for People and Wildlife," as described in the proposal submitted by the Grantee.
- B. The Grantee agrees to:
1. Complete all improvements and/or activities as stated in the Grantee's approved application on or before June 30, 2027. The Grantee's 2026-2027 Enhancement Grant application is an integral part of this application and is attached as Exhibit A. Failure to complete referenced improvements and/or activities could jeopardize any remaining Community Enhancement Grant funding not yet dispersed to the Grantee.
    - a. Grantee will contact the City's Program Coordinator to schedule a time to review the requirements in this agreement and program prior to any advancement of funds to the Grantee.
    - b. Put in place methods to track the number of visitors to the new exhibit and to track how many of the visitors are residents of the City of Oregon City.
  2. The Grantee's Project Manager is Dorothy Dahlsrud. All mail related to the grant project will be sent to PO Box 963, Oregon City, OR 97045 or sent electronically to dorothydahlsrud@gmail.com. The Project Manager shall provide all necessary administrative support to manage the project.
  3. The Grantee will describe and demonstrate how it meets the metrics as delineated in its approved application. This information should be included in the progress report submitted to the City and described in Item 8 of this Agreement.
  4. Insurance: The Grantee will provide documentation of current liability insurance coverage listing the City as an additional insured in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate. The Grantee shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Grantee's administration of the grant proposal.
  5. Payment Requests: The Grantee must provide the City with a signed W-9 if it has not received payment from the City before. Once this grant agreement has been fully executed, satisfactory insurance requirements are in place and the initial meeting with the Program Coordinator has taken place, the Grantee may request funds by one of the following methods.
    - a. Submit an Advance Request: The Grantee may submit a written request for an advance of up to 25% of the grant amount. Upon submission of receipts supporting the expenditures of the initial advance, an additional 25% advance can be released

upon written request.

- b. Submit Project Receipts: Expenses paid directly by the Grantee will be reimbursed by submitting a copy of paid receipts and proof of payment. "Proof of payment" includes a receipt that demonstrates that no further payment is required. If the Grantee submits a copy of a check that was used as payment, then a copy of the back of the check should also be included. The Grantee will number the receipts and attach a summary listing of the receipts, indicating how the total requested reimbursement was calculated. Vendors may not submit invoices directly to the City of Oregon City for payment.
- c. Please allow 30 days for the processing of any payment request. If more than 30 days have passed, contact the City's Program Coordinator to verify payment status.

6. Submission of Receipts:

- a. Receipts submitted for reimbursement must demonstrate that expenses were incurred between July 1, 2026, and June 30, 2027.
- b. Proof of Payment. If the Grantee is providing a copy of a check for proof of payment, include a copy of the front and back of the check or a copy of the organization's bank statement to demonstrate that the check has been cashed. Only submit receipts for expenses that were described in the project proposal. A receipt that appears to have been photocopied multiple times will not be accepted.
- c. Staff Time/Wage. To reimburse staff time, the Grantee should provide written verification of the hours worked and payroll verification. A paid receipt from a payroll service or a payroll service report are good examples of payroll verification. Documentation should be redacted to protect personal identification information.

If the Grantee does not have a payroll service, the grantee may submit an itemized listing of personnel involved with the project, the number of hours worked on the project and the amount compensated for the work performed. This report shall be certified/signed by either the financial officer or accountant, bookkeeper, or some other person accountable for financial reporting on behalf of the Grantee

- d. Please note that gasoline/fuel receipts will not be accepted.
  - e. The Grantee will submit at least two reimbursement requests. The full grant amount should not be requested at one time. All expenses must be incurred, and all work must be completed before June 30, 2026. All reimbursement requests must be received before July 8, 2027 unless other arrangements are approved.
7. Documentation of Matching Resources. The Grantee shall provide documentation to verify the expenditure/utilization of the matching resources included in the Enhancement Grant project proposal.
8. Progress Report: The Grantee will provide the City with one written progress report and a final report. The due dates for these reports are January 14, 2027 and June 30, 2027, respectively. The progress report should include the status of activities and a brief expenditure report indicating how grant funds have been spent to date. Please include information on the number of attendees at each of the planned seminars, including the number of Oregon City residents. Please also include information about the number of

Youth Corp participants and the percentage of those participants who may have been Oregon City residents, if known.

9. Final Report: The Grantee will provide the City with an exit report within 30 days of completion of the project but no later than July 10, 2026. The report should include the following:
- a. Brief description of the project and major project accomplishments.
  - b. Measures of performance based on goals stated in the grantee's application.
  - c. A final total budget, including documentation of all matching resources described in the grant proposal.
  - d. A narrative of how the Enhancement funds were spent.
  - e. Listing of additional sponsors of the project.
  - f. Any before and after photos of the grant project.
  - g. Any promotional material samples, such as advertisements, flyers, or posters.

Failure to provide a final exit report will make the Grantee ineligible for future grants from the program. Any unspent grant money shall be remitted back to the City.

10. Project Extensions. Under certain circumstances, in the sole discretion of the City, the deadline for completing the Project may be extended. Extension requests must be received in writing by May 14, 2027.

**FUNDING AVAILABILITY.** The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed on \_\_\_\_\_, 2026.

City of Oregon City

Oregon City Parks Foundation

By \_\_\_\_\_  
Kelly Hart  
Community Development Manager

By \_\_\_\_\_  
Dorothy Dahlsrud

By \_\_\_\_\_  
Anthony J Konkol, III  
City Manager

**ENHANCEMENT GRANT AGREEMENT  
2026-2027**

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("The City") and the Oregon City Parks and Recreation Department ("the Grantee"). The City has approved the project described in the proposal reviewed by the Enhancement Grant Program Committee and the award amount finalized at the Enhancement Grant Program Committee meeting on June 15, 2026. Upon execution of this agreement, the parties agree to the following:

- A. Through the Community Enhancement Grant Program, the City agrees to:
1. Award the Grantee \$17,500 to complete the approved Community Enhancement Grant Project, "Hillendale Park Sport Court Improvements," as described in the proposal submitted by the Grantee.
- B. The Grantee agrees to:
1. Complete all improvements and/or activities as stated in the Grantee's approved application on or before June 30, 2027. The Grantee's 2026-2027 Enhancement Grant application is an integral part of this application and is attached as Exhibit A. Failure to complete referenced improvements and/or activities could jeopardize any remaining Community Enhancement Grant funding not yet dispersed to the Grantee.
    - a. Grantee will contact the City's Program Coordinator to schedule a time to review the requirements in this agreement and program prior to any advancement of funds to the Grantee.
    - b. Put in place methods to track the number of people who use the new sport court facility and to track approximately how many of them are Oregon City residents. If it is difficult to determine who is an Oregon City resident, explain why this is so and describe methods to accurately estimate the number.
  2. The Grantee's Project Manager is Thomas Kissinger. All mail related to the grant project will be sent to 500 Hilda Street, Oregon City, OR 97045 or sent electronically to tkissinger@orc.org The Project Manager shall provide all necessary administrative support to manage the project.
  3. The Grantee will describe and demonstrate how it meets the metrics as delineated in its approved application. This information should be included in the progress report submitted to the City and described in Item 8 of this Agreement.
  4. Insurance: The Grantee will provide documentation of current liability insurance coverage listing the City as an additional insured in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate. The Grantee shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Grantee's administration of the grant proposal.
  5. Payment Requests: The Grantee must provide the City with a signed W-9 if it has not received payment from the City before. Once this grant agreement has been fully executed, satisfactory insurance requirements are in place and the initial meeting with the Program Coordinator has taken place, the Grantee may request funds by one of the following methods.

- a. Submit an Advance Request: The Grantee may submit a written request for an advance of up to 25% of the grant amount. Upon submission of receipts supporting the expenditures of the initial advance, an additional 25% advance can be released upon written request.
  - b. Submit Project Receipts: Expenses paid directly by the Grantee will be reimbursed by submitting a copy of paid receipts and proof of payment. "Proof of payment" includes a receipt that demonstrates that no further payment is required. If the Grantee submits a copy of a check that was used as payment, then a copy of the back of the check should also be included. The Grantee will number the receipts and attach a summary listing of the receipts, indicating how the total requested reimbursement was calculated. Vendors may not submit invoices directly to the City of Oregon City for payment.
  - c. Please allow 30 days for the processing of any payment request. If more than 30 days have passed, contact the City's Program Coordinator to verify payment status.
6. Submission of Receipts:
- a. Receipts submitted for reimbursement must demonstrate that expenses were incurred between July 1, 2026, and June 30, 2027.
  - b. Proof of Payment. If the Grantee is providing a copy of a check for proof of payment, include a copy of the front and back of the check or a copy of the organization's bank statement to demonstrate that the check has been cashed. Only submit receipts for expenses that were described in the project proposal. A receipt that appears to have been photocopied multiple times will not be accepted.
  - c. Staff Time/Wage. To reimburse staff time, the Grantee should provide written verification of the hours worked and payroll verification. A paid receipt from a payroll service or a payroll service report are good examples of payroll verification. Documentation should be redacted to protect personal identification information.  
  
If the Grantee does not have a payroll service, the grantee may submit an itemized listing of personnel involved with the project, the number of hours worked on the project and the amount compensated for the work performed. This report shall be certified/signed by either the financial officer or accountant, bookkeeper, or some other person accountable for financial reporting on behalf of the Grantee
  - d. Please note that gasoline/fuel receipts will not be accepted.
  - e. The Grantee will submit at least two reimbursement requests. The full grant amount should not be requested at one time. All expenses must be incurred, and all work must be completed before June 30, 2026. All reimbursement requests must be received before July 8, 2027 unless other arrangements are approved.
7. Documentation of Matching Resources. The Grantee shall provide documentation to verify the expenditure/utilization of the matching resources included in the Enhancement Grant project proposal.
8. Progress Report: The Grantee will provide the City with one written progress report and a final report. The due dates for these reports are January 14, 2027 and June 30, 2027 (the final report). The progress report should include the status of activities and a brief

expenditure report indicating how grant funds have been spent to date. Reports should be submitted electronically.

9. Final Report: The Grantee will provide the City with an exit report within 30 days of completion of the project but no later than July 10, 2026. The report should include the following:
- a. Brief description of the project and major project accomplishments.
  - b. Measures of performance based on goals stated in the grantee's application.
  - c. A final total budget, including documentation of all matching resources described in the grant proposal.
  - d. A narrative of how the Enhancement funds were spent.
  - e. Listing of additional sponsors of the project.
  - f. Any before and after photos of the grant project.
  - g. Any promotional material samples, such as advertisements, flyers, or posters.

Failure to provide a final exit report will make the Grantee ineligible for future grants from the program. Any unspent grant money shall be remitted back to the City.

10. Project Extensions. Under certain circumstances, in the sole discretion of the City, the deadline for completing the Project may be extended. Extension requests must be received in writing by May 14, 2027.

FUNDING AVAILABILITY. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed on \_\_\_\_\_, 2026.

City of Oregon City

Oregon City Parks & Recreation

By \_\_\_\_\_  
Kelly Hart  
Community Development Manager

By \_\_\_\_\_  
Thomas Kissinger  
Parks and Recreation Deputy Director

By \_\_\_\_\_  
Anthony J Konkol, III  
City Manager

## ENHANCEMENT GRANT AGREEMENT 2026-2027

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("The City") and The Oregon City Police Department and Code Enforcement Division ("the Grantee"). The City has approved the project described in the proposal reviewed by the Enhancement Grant Program Committee and the award amount finalized at the Enhancement Grant Program Committee meeting on June 15, 2026. Upon execution of this agreement, the parties agree to the following:

- A. Through the Community Enhancement Grant Program, the City agrees to:
  - 1. Award the Grantee \$35,000 to complete the approved Community Enhancement Grant Project, "Keep OC Clean," as described in the proposal submitted by the Grantee.
  
- B. The Grantee agrees to:
  - 1. Complete all improvements and/or activities as stated in the Grantee's approved application on or before June 30, 2027. The Grantee's 2026-2027 Enhancement Grant application is an integral part of this application and is attached as Exhibit A. Failure to complete referenced improvements and/or activities could jeopardize any remaining Community Enhancement Grant funding not yet dispersed to the Grantee.
    - a. Grantee will contact the City's Program Coordinator to schedule a time to review the requirements in this agreement and program prior to any advancement of funds to the Grantee.
    - b. Put in place methods to track the number of visitors to the new exhibit and to track how many of the visitors are residents of the City of Oregon City.
  - 2. The Grantee's Project Manager is Kelly Dilbek. All mail related to the grant project will be sent to 1234 Linn Avenue, Oregon City, OR 97045 or sent electronically to kdilbeck@orcify.org. The Project Manager shall provide all necessary administrative support to manage the project.
  - 3. The Grantee will describe and demonstrate how it meets the metrics as delineated in its approved application. This information should be included in the progress report submitted to the City and described in Item 8 of this Agreement.
  - 4. Insurance: The Grantee will provide documentation of current liability insurance coverage listing the City as an additional insured in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate. The Grantee shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Grantee's administration of the grant proposal.
  - 5. Payment Requests: Once this grant agreement has been fully executed, satisfactory insurance requirements are in place and the initial meeting with the Program Coordinator has taken place, the Grantee may request funds by one of the following methods.
    - a. Submit an Advance Request: The Grantee may submit a written request for an advance of up to 25% of the grant amount. Upon submission of receipts supporting the expenditures of the initial advance, an additional 25% advance can be released upon written request.

- b. Submit Project Receipts: Expenses paid directly by the Grantee will be reimbursed by submitting a copy of paid receipts and proof of payment. "Proof of payment" includes a receipt that demonstrates that no further payment is required. If the Grantee submits a copy of a check that was used as payment, then a copy of the back of the check should also be included. The Grantee will number the receipts and attach a summary listing of the receipts, indicating how the total requested reimbursement was calculated. Vendors may not submit invoices directly to the City of Oregon City for payment.
  - c. Please allow 30 days for the processing of any payment request. If more than 30 days have passed, contact the City's Program Coordinator to verify payment status.
6. Submission of Receipts:
- a. Receipts submitted for reimbursement must demonstrate that expenses were incurred between July 1, 2026, and June 30, 2027.
  - b. Proof of Payment. If the Grantee is providing a copy of a check for proof of payment, include a copy of the front and back of the check or a copy of the organization's bank statement to demonstrate that the check has been cashed. Only submit receipts for expenses that were described in the project proposal. A receipt that appears to have been photocopied multiple times will not be accepted.
  - c. Staff Time/Wage. To reimburse staff time, the Grantee should provide written verification of the hours worked and payroll verification. A paid receipt from a payroll service or a payroll service report are good examples of payroll verification. Documentation should be redacted to protect personal identification information.  
  
If the Grantee does not have a payroll service, the grantee may submit an itemized listing of personnel involved with the project, the number of hours worked on the project and the amount compensated for the work performed. This report shall be certified/signed by either the financial officer or accountant, bookkeeper, or some other person accountable for financial reporting on behalf of the Grantee
  - d. Please note that gasoline/fuel receipts will not be accepted.
  - e. The Grantee will submit at least two reimbursement requests. The full grant amount should not be requested at one time. All expenses must be incurred, and all work must be completed before June 30, 2026. All reimbursement requests must be received before July 8, 2027 unless other arrangements are approved.
7. Documentation of Matching Resources. The Grantee shall provide documentation to verify the expenditure/utilization of the matching resources included in the Enhancement Grant project proposal.
8. Progress Report: The Grantee will provide the City with one written progress report and a final report. The due dates for these reports are January 14, 2027 and June 30, 2027, respectively. The progress report should include the status of activities and a brief expenditure report indicating how grant funds have been spent to date. Reports should be submitted electronically.

9. Final Report: The Grantee will provide the City with an exit report within 30 days of completion of the project but no later than July 10, 2026. The report should include the following:

- a. Brief description of the project and major project accomplishments.
- b. Measures of performance based on goals stated in the grantee's application.
- c. A final total budget, including documentation of all matching resources described in the grant proposal.
- d. A narrative of how the Enhancement funds were spent.
- e. Listing of additional sponsors of the project.
- f. Any before and after photos of the grant project.
- g. Any promotional material samples, such as advertisements, flyers, or posters.

Failure to provide a final exit report will make the Grantee ineligible for future grants from the program. Any unspent grant money shall be remitted back to the City.

10. Project Extensions. Under certain circumstances, in the sole discretion of the City, the deadline for completing the Project may be extended. Extension requests must be received in writing by May 14, 2027.

FUNDING AVAILABILITY. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed on \_\_\_\_\_, 2026.

City of Oregon City

Oregon City Police Department

By \_\_\_\_\_  
Kelly Hart  
Community Development Manager

By \_\_\_\_\_  
Shaun Davis  
Chief of Police

By \_\_\_\_\_  
Anthony J Konkol, III  
City Manager

## ENHANCEMENT GRANT AGREEMENT 2026-2027

THIS AGREEMENT is made and entered into by and between the City of Oregon City (“The City”) and The Oregon City School District 62/Oregon City Together (“the Grantee”). The City has approved the project described in the proposal reviewed by the Enhancement Grant Program Committee and the award amount finalized at the Enhancement Grant Program Committee meeting on June 15, 2026. Upon execution of this agreement, the parties agree to the following:

- A. Through the Community Enhancement Grant Program, the City agrees to:
1. Award the Grantee \$30,923 to complete the approved Community Enhancement Grant Project, “Oregon City Youth Prevention & Wellness Initiative,” as described in the proposal submitted by the Grantee.
- B. The Grantee agrees to:
1. Complete all improvements and/or activities as stated in the Grantee’s approved application on or before June 30, 2027. The Grantee’s 2026-2027 Enhancement Grant application is an integral part of this application and is attached as Exhibit A. Failure to complete referenced improvements and/or activities could jeopardize any remaining Community Enhancement Grant funding not yet dispersed to the Grantee.
    - a. Grantee will contact the City’s Program Coordinator to schedule a time to review the requirements in this agreement and program prior to any advancement of funds to the Grantee.
    - b. Put in place methods to track the number of visitors to the new exhibit and to track how many of the visitors are residents of the City of Oregon City.
  2. The Grantee’s Project Manager is Anne Haynes. All mail related to the grant project will be sent to 1417 12<sup>th</sup> Street, Oregon City, OR 97045 or sent electronically to anne.haynes@orecity.k12.or.us. The Project Manager shall provide all necessary administrative support to manage the project.
  3. The Grantee will describe and demonstrate how it meets the metrics as delineated in its approved application. This information should be included in the progress report submitted to the City and described in Item 8 of this Agreement.
  4. Insurance: The Grantee will provide documentation of current liability insurance coverage listing the City as an additional insured in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate. The Grantee shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Grantee’s administration of the grant proposal.
  5. Payment Requests: The Grantee must provide the City with a signed W-9 if it has not received payment from the City before. Once this grant agreement has been fully executed, satisfactory insurance requirements are in place and the initial meeting with the Program Coordinator has taken place, the Grantee may request funds by one of the following methods.
    - a. Submit an Advance Request: The Grantee may submit a written request for an advance of up to 25% of the grant amount. Upon submission of receipts supporting the expenditures of the initial advance, an additional 25% advance can be released

upon written request.

- b. Submit Project Receipts: Expenses paid directly by the Grantee will be reimbursed by submitting a copy of paid receipts and proof of payment. "Proof of payment" includes a receipt that demonstrates that no further payment is required. If the Grantee submits a copy of a check that was used as payment, then a copy of the back of the check should also be included. The Grantee will number the receipts and attach a summary listing of the receipts, indicating how the total requested reimbursement was calculated. Vendors may not submit invoices directly to the City of Oregon City for payment.
- c. Please allow 30 days for the processing of any payment request. If more than 30 days have passed, contact the City's Program Coordinator to verify payment status.

6 Submission of Receipts:

- a. Receipts submitted for reimbursement must demonstrate that expenses were incurred between July 1, 2026, and June 30, 2027.
- b. Proof of Payment. If the Grantee is providing a copy of a check for proof of payment, include a copy of the front and back of the check or a copy of the organization's bank statement to demonstrate that the check has been cashed. Only submit receipts for expenses that were described in the project proposal. A receipt that appears to have been photocopied multiple times will not be accepted.
- c. Staff Time/Wage. To reimburse staff time, the Grantee should provide written verification of the hours worked and payroll verification. A paid receipt from a payroll service or a payroll service report are good examples of payroll verification. Documentation should be redacted to protect personal identification information.

If the Grantee does not have a payroll service, the grantee may submit an itemized listing of personnel involved with the project, the number of hours worked on the project and the amount compensated for the work performed. This report shall be certified/signed by either the financial officer or accountant, bookkeeper, or some other person accountable for financial reporting on behalf of the Grantee

- d. Please note that gasoline/fuel receipts will not be accepted.
  - e. The Grantee will submit at least two reimbursement requests. The full grant amount should not be requested at one time. All expenses must be incurred, and all work must be completed before June 30, 2026. All reimbursement requests must be received before July 8, 2027 unless other arrangements are approved.
7. Documentation of Matching Resources. The Grantee shall provide documentation to verify the expenditure/utilization of the matching resources included in the Enhancement Grant project proposal, including volunteer hours.
8. Progress Report: The Grantee will provide the City with one written progress report and a final report. The due dates for these reports are January 14, 2027 and June 30, 2027, respectively. The progress report should include the status of activities and a brief expenditure report indicating how grant funds have been spent to date. Please include information about the number of students and other individuals who have participated in

program activities, including the percentage of participants who are Oregon City residents. Reports should be submitted electronically.

9. Final Report: The Grantee will provide the City with an exit report within 30 days of completion of the project but no later than July 10, 2026. The report should include the following:

- a. Brief description of the project and major project accomplishments.
- b. Measures of performance based on goals stated in the grantee's application.
- c. A final total budget, including documentation of all matching resources described in the grant proposal.
- d. A narrative of how the Enhancement funds were spent.
- e. Listing of additional sponsors of the project.
- f. Any before and after photos of the grant project.
- g. Any promotional material samples, such as advertisements, flyers, or posters.

Failure to provide a final exit report will make the Grantee ineligible for future grants from the program. Any unspent grant money shall be remitted back to the City.

10. Project Extensions. Under certain circumstances, in the sole discretion of the City, the deadline for completing the Project may be extended. Extension requests must be received in writing by May 14, 2027.

FUNDING AVAILABILITY. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed on \_\_\_\_\_, 2026.

City of Oregon City

Oregon City School District 62/Oregon City  
Together

By \_\_\_\_\_  
Kelly Hart  
Community Development Director

By \_\_\_\_\_  
Dr. Sayle Spitzer  
Superintendent

By \_\_\_\_\_  
Anthony J Konkol, III  
City Manager

**ENHANCEMENT GRANT AGREEMENT  
2026-2027**

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("The City") and The STREAM-NNetwork ("the Grantee"). The City has approved the project described in the proposal reviewed by the Enhancement Grant Program Committee and the award amount finalized at the Enhancement Grant Program Committee meeting on June 15, 2026. Upon execution of this agreement, the parties agree to the following:

- A. Through the Community Enhancement Grant Program, the City agrees to:
1. Award the Grantee \$30,000 to complete the approved Community Enhancement Grant Project, "STREAM-N Team Youth Service-Learning Program with Career Pathways," as described in the proposal submitted by the Grantee.
- B. The Grantee agrees to:
1. Complete all improvements and/or activities as stated in the Grantee's approved application on or before June 30, 2027. The Grantee's 2026-2027 Enhancement Grant application is an integral part of this application and is attached as Exhibit A. Failure to complete referenced improvements and/or activities could jeopardize any remaining Community Enhancement Grant funding not yet dispersed to the Grantee.
    - a. Grantee will contact the City's Program Coordinator to schedule a time to review the requirements in this agreement and program prior to any advancement of funds to the Grantee.
    - b. Put in place methods to track the number of visitors to the new exhibit and to track how many of the visitors are residents of the City of Oregon City.
  2. The Grantee's Project Manager is Rick and Krista Reynolds. All mail related to the grant project will be sent to 650 Alden Street, Oregon City, OR 97045 or sent electronically to streamnnetwork@gmail.com. The Project Manager shall provide all necessary administrative support to manage the project.
  3. The Grantee will describe and demonstrate how it meets the metrics as delineated in its approved application. This information should be included in the progress report submitted to the City and described in Item 8 of this Agreement.
  4. Insurance: The Grantee will provide documentation of current liability insurance coverage listing the City as an additional insured in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate. The Grantee shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Grantee's administration of the grant proposal.
  5. Payment Requests: The Grantee must provide the City with a signed W-9 if it has not received payment from the City before. Once this grant agreement has been fully executed, satisfactory insurance requirements are in place and the initial meeting with the Program Coordinator has taken place, the Grantee may request funds by one of the following methods.
    - a. Submit an Advance Request: The Grantee may submit a written request for an advance of up to 25% of the grant amount. Upon submission of receipts supporting the expenditures of the initial advance, an additional 25% advance can be released

upon written request.

- b. Submit Project Receipts: Expenses paid directly by the Grantee will be reimbursed by submitting a copy of paid receipts and proof of payment. "Proof of payment" includes a receipt that demonstrates that no further payment is required. If the Grantee submits a copy of a check that was used as payment, then a copy of the back of the check should also be included. The Grantee will number the receipts and attach a summary listing of the receipts, indicating how the total requested reimbursement was calculated. Vendors may not submit invoices directly to the City of Oregon City for payment.
          - c. Please allow 30 days for the processing of any payment request. If more than 30 days have passed, contact the City's Program Coordinator to verify payment status.
6. Submission of Receipts:
  - a. Receipts submitted for reimbursement must demonstrate that expenses were incurred between July 1, 2026, and June 30, 2027.
  - b. Proof of Payment. If the Grantee is providing a copy of a check for proof of payment, include a copy of the front and back of the check or a copy of the organization's bank statement to demonstrate that the check has been cashed. Only submit receipts for expenses that were described in the project proposal. A receipt that appears to have been photocopied multiple times will not be accepted.
  - c. Staff Time/Wage. To reimburse staff time, the Grantee should provide written verification of the hours worked and payroll verification. A paid receipt from a payroll service or a payroll service report are good examples of payroll verification. Documentation should be redacted to protect personal identification information.

If the Grantee does not have a payroll service, the grantee may submit an itemized listing of personnel involved with the project, the number of hours worked on the project and the amount compensated for the work performed. This report shall be certified/signed by either the financial officer or accountant, bookkeeper, or some other person accountable for financial reporting on behalf of the Grantee
  - d. Please note that gasoline/fuel receipts will not be accepted.
  - e. The Grantee will submit at least two reimbursement requests. The full grant amount should not be requested at one time. All expenses must be incurred, and all work must be completed before June 30, 2026. All reimbursement requests must be received before July 8, 2027 unless other arrangements are approved.
7. Documentation of Matching Resources. The Grantee shall provide documentation to verify the expenditure/utilization of the matching resources included in the Enhancement Grant project proposal.
8. Progress Report: The Grantee will provide the City with one written progress report and a final report. The due dates for these reports are January 14, 2027 and June 30, 2027, respectively. The progress report should include the status of activities and a brief expenditure report indicating how grant funds have been spent to date. The progress report should include information on the date and nature of project events, the number of

participants, including youth who received project stipends, and the percentage of program participants who are Oregon City residents.

9. Final Report: The Grantee will provide the City with an exit report within 30 days of completion of the project but no later than July 10, 2026. The report should include the following:
- a. Brief description of the project and major project accomplishments.
  - b. Measures of performance based on goals stated in the grantee's application.
  - c. A final total budget, including documentation of all matching resources described in the grant proposal.
  - d. A narrative of how the Enhancement funds were spent.
  - e. Listing of additional sponsors of the project.
  - f. Any before and after photos of the grant project.
  - g. Any promotional material samples, such as advertisements, flyers, or posters.

Failure to provide a final exit report will make the Grantee ineligible for future grants from the program. Any unspent grant money shall be remitted back to the City.

10. Project Extensions. Under certain circumstances, in the sole discretion of the City, the deadline for completing the Project may be extended. Extension requests must be received in writing by May 14, 2027.

**FUNDING AVAILABILITY.** The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed on \_\_\_\_\_, 2026.

City of Oregon City

Stream-N Network

By \_\_\_\_\_  
Kelly Hart  
Community Development Manager

By \_\_\_\_\_  
Rick Reynolds

By \_\_\_\_\_  
Anthony J Konkol, III  
City Manager

## ENHANCEMENT GRANT AGREEMENT 2026-2027

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("The City") and The Willamette Falls Symphony ("the Grantee"). The City has approved the project described in the proposal reviewed by the Enhancement Grant Program Committee and the award amount finalized at the Enhancement Grant Program Committee meeting on June 15, 2026. Upon execution of this agreement, the parties agree to the following:

- A. Through the Community Enhancement Grant Program, the City agrees to:
1. Award the Grantee \$10,000 to complete the approved Community Enhancement Grant Project, "Willamette Falls Symphony, 2026-2027 Season," as described in the proposal submitted by the Grantee.
- B. The Grantee agrees to:
1. Complete all improvements and/or activities as stated in the Grantee's approved application on or before June 30, 2027. The Grantee's 2026-2027 Enhancement Grant application is an integral part of this application and is attached as Exhibit A. Failure to complete referenced improvements and/or activities could jeopardize any remaining Community Enhancement Grant funding not yet dispersed to the Grantee.
    - a. Grantee will contact the City's Program Coordinator to schedule a time to review the requirements in this agreement and program prior to any advancement of funds to the Grantee.
    - b. Put in place methods to track the number of visitors to the new exhibit and to track how many of the visitors are residents of the City of Oregon City.
  2. The Grantee's Project Manager is Mark Perlman. All mail related to the grant project will be sent to PO Box 1251, Oregon City, OR 97045 or sent electronically to markperlman@gmail.com. The Project Manager shall provide all necessary administrative support to manage the project.
  3. The Grantee will describe and demonstrate how it meets the metrics as delineated in its approved application. This information should be included in the progress report submitted to the City and described in Item 8 of this Agreement.
  4. Insurance: The Grantee will provide documentation of current liability insurance coverage listing the City as an additional insured in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate. The Grantee shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Grantee's administration of the grant proposal.
  5. Payment Requests: The Grantee must provide the City with a signed W-9 if it has not received payment from the City before. Once this grant agreement has been fully executed, satisfactory insurance requirements are in place and the initial meeting with the Program Coordinator has taken place, the Grantee may request funds by one of the following methods.
    - a. Submit an Advance Request: The Grantee may submit a written request for an advance of up to 25% of the grant amount. Upon submission of receipts supporting the expenditures of the initial advance, an additional 25% advance can be released

upon written request.

- b. Submit Project Receipts: Expenses paid directly by the Grantee will be reimbursed by submitting a copy of paid receipts and proof of payment. "Proof of payment" includes a receipt that demonstrates that no further payment is required. If the Grantee submits a copy of a check that was used as payment, then a copy of the back of the check should also be included. The Grantee will number the receipts and attach a summary listing of the receipts, indicating how the total requested reimbursement was calculated. Vendors may not submit invoices directly to the City of Oregon City for payment.
- c. Please allow 30 days for the processing of any payment request. If more than 30 days have passed, contact the City's Program Coordinator to verify payment status.

6 Submission of Receipts:

- a. Receipts submitted for reimbursement must demonstrate that expenses were incurred between July 1, 2026, and June 30, 2027.
- b. Proof of Payment. If the Grantee is providing a copy of a check for proof of payment, include a copy of the front and back of the check or a copy of the organization's bank statement to demonstrate that the check has been cashed. Only submit receipts for expenses that were described in the project proposal. A receipt that appears to have been photocopied multiple times will not be accepted.
- c. Staff Time/Wage. To reimburse staff time, the Grantee should provide written verification of the hours worked and payroll verification. A paid receipt from a payroll service or a payroll service report are good examples of payroll verification. Documentation should be redacted to protect personal identification information.

If the Grantee does not have a payroll service, the grantee may submit an itemized listing of personnel involved with the project, the number of hours worked on the project and the amount compensated for the work performed. This report shall be certified/signed by either the financial officer or accountant, bookkeeper, or some other person accountable for financial reporting on behalf of the Grantee

- d. Please note that gasoline/fuel receipts will not be accepted.
  - e. The Grantee will submit at least two reimbursement requests. The full grant amount should not be requested at one time. All expenses must be incurred, and all work must be completed before June 30, 2026. All reimbursement requests must be received before July 8, 2027 unless other arrangements are approved.
7. Documentation of Matching Resources. The Grantee shall provide documentation to verify the expenditure/utilization of the matching resources included in the Enhancement Grant project proposal.
8. Progress Report: The Grantee will provide the City with one written progress report and a final report. The due dates for these reports are January 14, 2027 and June 30, 2027, respectively. The progress report should include the status of activities and a brief expenditure report indicating how grant funds have been spent to date. Please include the number of attendees at the selected performances supported by the grant and

indicate approximately what percentage of the audience was Oregon City residents, and/or how many complimentary tickets were provide to Oregon City residents, if any.

9. Final Report: The Grantee will provide the City with an exit report within 30 days of completion of the project but no later than July 10, 2026. The report should include the following:
- a. Brief description of the project and major project accomplishments.
  - b. Measures of performance based on goals stated in the grantee's application.
  - c. A final total budget, including documentation of all matching resources described in the grant proposal.
  - d. A narrative of how the Enhancement funds were spent.
  - e. Listing of additional sponsors of the project.
  - f. Any before and after photos of the grant project.
  - g. Any promotional material samples, such as advertisements, flyers, or posters.

Failure to provide a final exit report will make the Grantee ineligible for future grants from the program. Any unspent grant money shall be remitted back to the City.

10. Project Extensions. Under certain circumstances, in the sole discretion of the City, the deadline for completing the Project may be extended. Extension requests must be received in writing by May 14, 2027.

FUNDING AVAILABILITY. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed on \_\_\_\_\_, 2026.

City of Oregon City

Willamette Falls Symphony

By \_\_\_\_\_  
Kelly Hart  
Community Development Manager

By \_\_\_\_\_  
Mark Perlman  
WFS Music Director and Conductor

By \_\_\_\_\_  
Anthony J Konkol, III  
City Manager



## CITY OF OREGON CITY

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

### Staff Report

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**To:** City Commission **Agenda Date:** July 1, 2026  
**From:** Scott Archer, Parks and Recreation Director

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#### **SUBJECT:**

Item 7.f. - Personal Services Agreement with DeSantis Landscape for Landscape Maintenance Services on Certain Parks Properties

#### **STAFF RECOMMENDATION:**

Staff recommend approval of the Personal Services Agreement with DeSantis Landscapes for a two-year contract to manage landscape services at the Library, Pioneer Community Center, Ermatinger House, and Swimming Pool.

#### **EXECUTIVE SUMMARY:**

Oregon City Parks and Recreation utilizes ongoing landscape maintenance services at four locations: the Library, Pioneer Center, Ermatinger House, and Pool. These services provide consistent, high-quality landscape maintenance and reliable winter response services to Parks and Recreation facilities, while also freeing up Parks maintenance staff to focus on providing high-quality service to our other parklands. Staff recently conducted an informal procurement to acquire these services for an additional two-year period.

#### **BACKGROUND:**

Three quotes were solicited through an informal process. The scope of services covers regular grounds maintenance and winter response at all four identified locations.

Quotes received:

- DeSantis Landscapes - \$30,144/year. DeSantis provided a competitive quote and a two-year price lock agreement. DeSantis Landscapes was able to meet the requirements for winter service response, ensuring facilities are able to open on time in the event of winter weather.
- Andres Landscape - \$28,380/year. While Andres Landscape submitted a lower quote overall, they are unable to provide winter service response at the level requested. As such, their quote was deemed non-responsive.
- 7 Dees Landscapes - \$46,808/year.

Following a review of quotes received, DeSantis Landscapes has been selected as the recommended vendor. DeSantis has existing familiarity with all four City sites, providing confidence in service continuity and quality. Their established history with the City gives staff assurance regarding their overall level of service. Notably, DeSantis Landscapes offers a reliable winter response service at the level required by the City—a capability not matched by

the other respondents. Additionally, DeSantis has proposed a two-year agreement at a locked price, providing the City with budget predictability through fiscal years 2026-27 and 2027-28.

**OPTIONS:**

- 1. Approve Personal Services Agreement with DeSantis Landscape for Landscape Maintenance Services on Certain Parks Properties.
- 2. Approve Personal Services Agreement with DeSantis Landscape for Landscape Maintenance Services on Certain Parks Properties with Amendments.
- 3. Deny Personal Services Agreement with DeSantis Landscape for Landscape Maintenance Services on Certain Parks Properties and provide further direction.

**BUDGET IMPACT:**

Amount	\$60,288 Total (\$30,144 per year)
Fiscal Year(s):	FY26-27; FY27-28
Funding Source(s):	Parks and Recreation Budget
Included in Approved Budget:	Yes

**CITY OF OREGON CITY  
PERSONAL SERVICES AGREEMENT**

**Oregon City Landscape Services**

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **DeSantis Landscape** (“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 **6/30/2028**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City’s right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant’s performance that has not been cured.

2. **Compensation.** City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **Sixty Thousand, Two Hundred, Eighty Eight Dollars and 00/100 (\$60,288.00)**.

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  
ATTN: **Thomas Kissinger**  
500 Hilda Street  
Oregon City, OR 97045

To Consultant:

**DeSantis Landscapes**  
**7907 State St**  
**Salem, OR 97317**

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 30th day of June, 2026.

CITY OF OREGON CITY

**DeSantis Landscape**

By: \_\_\_\_\_  
Scott Archer  
Title: Parks & Recreation Director

By: \_\_\_\_\_  
Title: \_\_\_\_\_

DATED: \_\_\_\_\_, 20\_\_.

DATED: \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Tony Konkol  
Title: City Manager

Date Authorized by Commission, if applicable:

DATED: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_



## **Contract**

May 15, 2026

**Submitted To: Thomas Kissinger  
13895 Fir St  
Oregon City, OR 97045**

**Property: OC Parks - Oregon City Swimming Pool  
1211 Jackson St  
Oregon City, OR 97045**

DeSantis Landscapes, Inc. proposes to perform Landscape Services as set forth in the "Scope of Work" and to furnish all labor, materials and equipment necessary to perform these services in an efficient and professional manner.

---

### **\*\*\* Scope of Work \*\*\***

#### **Basic Maintenance Weekly Service**

Mowing - Lawns will be mowed on a weekly basis during the growing season, March through October, twice in November and once in December. To avoid damaging turf we may skip a mowing due to extreme wet weather. Grass clippings will be removed from the turf areas as needed to maintain a neat appearance. Additionally, we adjust our mow heights throughout the season to promote water savings and minimize weed germination. This benefits the client by saving water cost and providing a healthier stand of lawn. Finally, we clean our lawnmowers regularly to ensure no cross contamination of invasive species or diseases from one client to another, blades are regularly sharpened to ensure a clean cut and the mow pattern is varied, where possible, to reduce rutting and compaction.

Edging - Lawns will be edged every 2nd or 3rd mowing to maintain a crisp edge. Typically, DLI will use a string trimmer on lawn edges adjacent to beds and hard edgers on areas adjacent to hard surfaces.

Trimming - Lawn areas not accessible with a mower, or obstacles in the lawn, will be trimmed with a string trimmer to maintain a neat appearance.

General - Beds will be raked and hand weeded periodically to maintain a fresh appearance. This bid is based on the assumption that beds will be maintained by client with 2" mulch cover. The mulch cover helps with weed and moss suppression as well as moisture retention. Mechanical removal of moss in planting beds is not included in this price. The property will be reviewed each visit to ensure neat, and clean appearing grounds, debris such as bottles, papers, cartons and similar items are to be disposed of. At the completion of each maintenance visit all pedestrian walkways (sidewalks, curbs, patios, etc, not drives or parking lots) will be swept or blown.

\*\*Pollinator garden and beds will be hand weeded, herbicide use would only be limited to sidewalk crack weeds and curb lines.

#### **Pruning**

All ornamental shrubs, trees (up to 12'), and ground covers will be judiciously pruned in accordance with standards of good practice and in accordance with the intended function of the plant in its present location. DeSantis employs structural pruning and shearing practices where appropriate in the landscape. All pruning debris will be removed from the property. Spent flower heads will be removed periodically as part of our regularly scheduled maintenance visit. Trees will be pruned within 12' above the ground for proper structure and building, vehicular and pedestrian clearance - the maximum height may vary depending on the reach of the pole pruners while technician is standing on the ground. Small ornamental trees less than 12' in height, such as Hinoki cypress, Vine and Japanese Maples, may be pruned for size containment.

Renewal Pruning: Where plants have grown out of their space and require significant cutback, or when there is desire to bring a specimen or a group of specimens back to their natural state from a shearing form, DeSantis can, at the client's request, evaluate to determine cost to perform renewal or rejuvenative pruning techniques. This service is not included in base contract operations.

### **Leaf Cleanup**

During peak leaf season, October through January, all pedestrian walkways will be given first priority for leaf cleanup. Second priority will be given to all turf areas which will typically be cleaned up as the turf is mowed. Finally, all planting beds will have leaves removed during leaf season. Specific schedule and frequency is dependent upon the varieties of trees on each site and the current year weather patterns. Leaves will be removed and disposed of offsite.

### **Shrub Fertilization - Conventional**

Shrubs and ornamental plants will be fertilized to maintain a healthy and vigorous condition. The actual amount and frequency of fertilizer required will be determined by on-site visits.

### **Lawn Fertilization - Conventional - Round 1**

The first lawn fertilization will be applied in the early spring once growing conditions are favorable for turf grass growth. The goal of this application will be to stimulate shoot growth, maximize chlorophyll levels, increase plant stress tolerance, and suppress moss growth. Please stay off the turf for one hour for nutrients to be absorbed into the plant and soil.

### **Lawn Fertilization - Conventional - Round 2**

The second lawn fertilization will take place in early summer. The goal of this application will be to maintain steady shoot growth, increase plant cell wall thickness, stimulate soil microbial population activity, and maximize irrigation efficiency. Nutrients will be watered in using the irrigation system to promote nutrient penetration into the soil.

### **Lawn Fertilization - Conventional - Round 3**

The third lawn fertilization will take place in August. The goal of this application will be to maintain steady growth, stimulate soil microbial activity, increase plant stress tolerance, and increase water penetration into the soil. Nutrients will be watered in through the irrigation system to promote nutrient uptake through the roots.

### **Lawn Fertilization - Conventional - Round 4**

The final lawn fertilization will take place in mid-September through October. The goal of this foliar application will be to prepare the plant for winter by stimulating root growth to store nutrient reserves for the plant through winter. Please stay off the turf for one hour to allow nutrients to dry onto the leaf surface.

### **Walk Through**

The final walk through frequency and schedule will be determined by agreement between the client and account manager.

**Winter Schedule - Please note DLI will reduce frequency of visits during the winter months. The winter schedule typically begins in mid-November and continues through mid-February. Depending on growing or weather conditions, monthly occurrences may differ,**

while yearly activity totals will be provided as specified (except in the case of leaf clean up, where leaves can fall mostly in one small window of time). Please note that a visit scheduled for a certain day of the week may shift the number of visits in any given month

TURF ACTIVITY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
MOWING	AS NEEDED		3	4	4	4	4	4	4	3	AS NEEDED		34-38
EDGING	AS NEEDED		1	2	2	2	2	2	2	2	AS NEEDED		17-19
FERTILIZATION			1		1		1		1				4
BROADLEAF SPRAY	SPRAY TREATMENTS DURING MOWING SEASON AS NEEDED												
INSECT/DISEASE CONTROL	PERIODIC MONITORING WITH RECOMMENDATIONS												
BED ACTIVITY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
HAND WEEDING/RAKING	AS NEEDED		4	4	5	4	5	5	4	4	AS NEEDED		34-38
PRE-EMERGENT			1						1				2
FERTILIZATION				1						1			2
BED SPRAY	AS NEEDED												
PRUNING EVENT				1		1			1				3
LITTER PICK-UP	EACH VISIT												
CLEAN-UP	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
LEAF PICK-UP	AS NEEDED									AS NEEDED			4-8
BLOWING SIDEWALKS & CURB LINES	EACH VISIT												
IRRIGATION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
SPRING TURN ON			1										1
MONITOR & ADJUST	AS NEEDED												
WINTERIZATION											1		1
QUALITY CONTROL	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
SITE WALK WITH CLIENT	AS REQUESTED BY CLIENT												
ACCOUNT MANAGER SITE VISIT	1	1	1	1	1	1	1	1	1	1	1	1	12

**1Terms & Conditions**

- 1) Scope: DeSantis Landscapes, Inc. (DLI) shall furnish all materials, tools, equipment and labor necessary to execute the attached proposal in a substantial and workman-like manner.
- 2) Revision: This proposal is subject to revision if not accepted within thirty days, as availability and costs of many materials is not constant. The proposal is based on the conditions present in the landscape at the time of presentation. Should the proposal be accepted after excessive growth of plants, turf or weeds, it may be necessary to adjust the price to accommodate excessive start-up costs. DLI reserves the right to assess a fuel surcharge if at anytime during the current contract period fuel prices exceed a 25% increase over the average prior year price.
- 3) Dates of Service: This agreement shall continue for an initial period of one year from the stated Start Date. Unless this agreement is terminated, this agreement will continue on a month to month basis.

- 4) Hazardous Conditions: Contractor shall not be held liable to Owner, or any other person, for loss or damage to person or property resulting from any hazardous condition existing upon the real property.
- 5) Owners' Responsibility: It is the owner's responsibility to ensure adequate water supply is available for irrigation system to function properly and to provide reasonable access to areas covered by this contract.
- 6) Unavoidable Interruptions: DLI shall not be held responsible or liable for any loss, damage, or delay caused by weather, strikes, or any other causes beyond our control.
- 7) Payment-Initial Disclosure: Payments Due upon receipt of statement. A finance charge of 1.75% monthly (Annual Percentage Rate of 21%) may be assessed on any amount due, which remains unpaid for 30 days or more after the transaction date on the statement. Payments will be applied first to previously billed finance charges and thereafter, in order, to the previous and finally to new statements.
- 8) Mediation: The parties mutually agree that any dispute under this contract will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of arbitration or litigation. Such mediation shall occur either in Salem or Portland, Oregon, whichever is closer to the work in dispute. All mediator's fees and expenses shall be shared equally by the parties. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- 9) Legal Fees: Should either party hereto bring suit in court to enforce the terms of this agreement, any judgement awarded shall include court costs and reasonable attorney's fees including those on appeal to the successful party plus interest at the legal rate.
- 10) Additional Services: Any Services required or requested which are not specifically mentioned herein, will be deemed "additional services" and a written proposal with the additional costs will be presented. Written, email or text approval of these additional services shall be valid and binding and the payment of additional services are subject to all the terms and conditions of this agreement. Some services may be subcontracted.
- 11) WA Clients: applicable sales tax is not part of this estimate and will be included on the final invoice.
- 12) Contractor is licensed with the Oregon Landscape Contractors Board (LCB#5876) which is located at 2111 Front St NE, Ste 2-101, Salem, OR 97301 (503-378-5909)
- 13) Contract Severability: If any provision, or part of any provision, is found void or unenforceable for any reason, all other provisions and parts of provisions shall remain fully enforceable and unaffected.
- 14) Notice of Deficient Work: If Client believes Contractor is providing deficient work, Client agrees to notify Contractor of deficiencies in writing within 30 days of said occurrence. If written notice is not received by Contractor within 30 days Client knew of the deficiencies, Client agrees to have waived any and all claims relating to that deficiency to recover past payments and/or rights to withhold present or future payments due under this Agreement. Upon such notification, Contractor agrees to rectify deficiencies within 14 days to the client's satisfaction. If the Contractor corrects the deficiencies in accordance with the schedule, it shall not forfeit any amounts due under this Agreement.
- 15) Dissolution of Contract: It is agreed that either party may terminate this Agreement by giving written notice not less than 60 days in advance. However, it is further agreed that Contractor may immediately cease performance and not give any termination notice, if Owner refuses or fails to pay Contractor according to the terms herein.

	Annual Contract Estimate	\$8,316.00
The owner agrees to pay DeSantis Landscapes, Inc. a monthly price of:		\$693.00
	Start Date:	07/01/2026

**2026-27 Pricing Valid Through 06/30/2028**

**Please sign and return one copy.**

By: _____	5/15/2026	Accepted: _____	
Brie Menhart	Date	Thomas Kissinger	Date

**Or authorized client representative**

Bonded & Insured, Landscape Contractors Board license #5876

Billing Information:

---

Contact

---

Address

---

City,State,Zip

---

Phone

---

Email

---



## Contract

May 15, 2026

Submitted To: **Thomas Kissinger**  
**13895 Fir St**  
**Oregon City, OR 97045**

Property: **OC Parks - Francis Ermatinger House**  
**619 6th St**  
**Oregon City, OR 97045**

DeSantis Landscapes, Inc. proposes to perform Landscape Services as set forth in the "Scope of Work" and to furnish all labor, materials and equipment necessary to perform these services in an efficient and professional manner.

---

### \*\*\* Scope of Work \*\*\*

#### **Basic Maintenance Weekly Service**

Mowing - Lawns will be mowed on a weekly basis during the growing season, March through October, twice in November and once in December. To avoid damaging turf we may skip a mowing due to extreme wet weather. Grass clippings will be removed from the turf areas as needed to maintain a neat appearance. Additionally, we adjust our mow heights throughout the season to promote water savings and minimize weed germination. This benefits the client by saving water cost and providing a healthier stand of lawn. Finally, we clean our lawnmowers regularly to ensure no cross contamination of invasive species or diseases from one client to another, blades are regularly sharpened to ensure a clean cut and the mow pattern is varied, where possible, to reduce rutting and compaction.

Edging - Lawns will be edged every 2nd or 3rd mowing to maintain a crisp edge. Typically, DLI will use a string trimmer on lawn edges adjacent to beds and hard edgers on areas adjacent to hard surfaces.

Trimming - Lawn areas not accessible with a mower, or obstacles in the lawn, will be trimmed with a string trimmer to maintain a neat appearance.

General - Beds will be raked and hand weeded periodically to maintain a fresh appearance. This bid is based on the assumption that beds will be maintained by client with 2" mulch cover. The mulch cover helps with weed and moss suppression as well as moisture retention. Mechanical removal of moss in planting beds is not included in this price. The property will be reviewed each visit to ensure neat, and clean appearing grounds, debris such as bottles, papers, cartons and similar items are to be disposed of. At the completion of each maintenance visit all pedestrian walkways (sidewalks, curbs, patios, etc, not drives or parking lots) will be swept or blown.

#### **Pruning**

All ornamental shrubs, trees (up to 12'), and ground covers will be judiciously pruned in accordance with standards of good practice and in accordance with the intended function of the plant in its present location. DeSantis employs structural pruning and shearing practices where appropriate in the landscape. All pruning debris will be removed from the property. Spent flower heads will be removed periodically as part of our regularly scheduled maintenance visit. Trees will be pruned within 12' above the ground for proper structure and building, vehicular and pedestrian clearance - the maximum height may vary depending on the reach of the pole pruners while technician is standing on the ground. Small ornamental trees less than 12' in height, such as Hinoki cypress, Vine and Japanese Maples, may be pruned for size containment.

Renewal Pruning: Where plants have grown out of their space and require significant cutback, or when there is desire to bring a specimen or a group of specimens back to their natural state from a shearing form, DeSantis can, at the client's request, evaluate to determine cost to perform renewal or rejuvenative pruning techniques. This service is not included in base contract operations.

### **Leaf Cleanup**

During peak leaf season, October through January, all pedestrian walkways will be given first priority for leaf cleanup. Second priority will be given to all turf areas which will typically be cleaned up as the turf is mowed. Finally, all planting beds will have leaves removed during leaf season. Specific schedule and frequency is dependent upon the varieties of trees on each site and the current year weather patterns. Leaves will be removed and disposed of offsite.

### **Bed Pre-Emergent - Fall**

Pre-emergent herbicides will be applied in the Fall where appropriate. Applications of herbicides or pesticides will be performed by a state licensed commercial applicator

### **Bed Pre-Emergent - Spring**

Pre-emergent herbicides will be applied to bark beds in the spring where appropriate. Applications of herbicides or pesticides will be performed by a State licensed commercial applicator.

### **Shrub Fertilization - Conventional**

Shrubs and ornamental plants will be fertilized to maintain a healthy and vigorous condition. The actual amount and frequency of fertilizer required will be determined by on-site visits.

### **Bark Bed Spray - Conventional**

All bark bed areas and sidewalk cracks adjacent to landscape areas will be sprayed to control unwanted grasses and broadleaf weeds. Applications of herbicides or pesticides will be performed by a State licensed commercial applicator. Herbicide use will not be a substitute for hand weeding when and where required.

### **Lawn Fertilization - Conventional - Round 1**

The first lawn fertilization will be applied in the early spring once growing conditions are favorable for turf grass growth. The goal of this application will be to stimulate shoot growth, maximize chlorophyll levels, increase plant stress tolerance, and suppress moss growth. Please stay off the turf for one hour for nutrients to be absorbed into the plant and soil.

### **Lawn Fertilization - Conventional - Round 2**

The second lawn fertilization will take place in early summer. The goal of this application will be to maintain steady shoot growth, increase plant cell wall thickness, stimulate soil microbial population activity, and maximize irrigation efficiency. Nutrients will be watered in using the irrigation system to promote nutrient penetration into the soil.

### **Lawn Fertilization - Conventional - Round 3**

The third lawn fertilization will take place in August. The goal of this application will be to maintain steady growth, stimulate soil microbial activity, increase plant stress tolerance, and increase water penetration into the soil. Nutrients will be watered in through the irrigation system to promote nutrient uptake through the roots.

### **Lawn Fertilization - Conventional - Round 4**

The final lawn fertilization will take place in mid-September through October. The goal of this foliar application will be to prepare the plant for winter by stimulating root growth to store nutrient reserves for the plant through winter. Please stay off the turf for one hour to allow nutrients to dry onto the leaf surface.

### **Lawn Weed Spray - Conventional**

Post-emergent herbicides will be used on fine turf areas in the Spring and Fall to control broadleaf turf weeds. The control of foreign grasses, including *Poa Annua*, is not considered part of this scope of work.

### **Walk Through**

The final walk through frequency and schedule will be determined by agreement between the client and account manager.

**Winter Schedule - Please note DLI will reduce frequency of visits during the winter months. The winter schedule typically begins in mid-November and continues through mid-February. Depending on growing or weather conditions, monthly occurrences may differ,**

while yearly activity totals will be provided as specified (except in the case of leaf clean up, where leaves can fall mostly in one small window of time). Please note that a visit scheduled for a certain day of the week may shift the number of visits in any given month

CONTRACT TYPE	Conventional													Total
	(This frequency schedule is representative of the number of visits and scope of services proposed, it is not intended to be a schedule commitment, which will vary depending on weather and other conditions)													
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec		
Total # of Weeks per Month	4	4	4	5	4	4	5	4	5	4	4	5	52	
<b>CONTRACT SERVICES</b>														
Mowing			x	x	x	x	x	x	x	x			38	
Edging			x	x	x	x	x	x	x	x			19	
Fertilizing Lawns			x		x		x		x				4	
Weed Control (broadleaf) in Lawns	Spray Treatments during mowing season as needed													
Insect/Disease Control	Periodic Monitoring with recommendations													
IPM	Periodic Inspections with recommendations													
Prune Hedges-Shearing				x		x		x					3	
Leaf Cleanup									x	x	x	x	4 to 8	
Appearance of Property	After Each Visit													
Monthly Walk Through	x	x	x	x	x	x	x	x	x	x	x	x	12	
Budget Planning	TBD - based on Budget Cycle													

## 1Terms & Conditions

- 1) Scope: DeSantis Landscapes, Inc. (DLI) shall furnish all materials, tools, equipment and labor necessary to execute the attached proposal in a substantial and workman-like manner.
- 2) Revision: This proposal is subject to revision if not accepted within thirty days, as availability and costs of many materials is not constant. The proposal is based on the conditions present in the landscape at the time of presentation. Should the proposal be accepted after excessive growth of plants, turf or weeds, it may be necessary to adjust the price to accommodate excessive start-up costs. DLI reserves the right to assess a fuel surcharge if at anytime during the current contract period fuel prices exceed a 25% increase over the average prior year price.
- 3) Dates of Service: This agreement shall continue for an initial period of one year from the stated Start Date. Unless this agreement is terminated, this agreement will continue on a month to month basis.
- 4) Hazardous Conditions: Contractor shall not be held liable to Owner, or any other person, for loss or damage to person or property resulting from any hazardous condition existing upon the real property.
- 5) Owners' Responsibility: It is the owner's responsibility to ensure adequate water supply is available for irrigation system to function properly and to provide reasonable access to areas covered by this contract.
- 6) Unavoidable Interruptions: DLI shall not be held responsible or liable for any loss, damage, or delay caused by weather, strikes, or any other causes beyond our control.
- 7) Payment-Initial Disclosure: Payments Due upon receipt of statement. A finance charge of 1.75% monthly (Annual Percentage Rate of 21%) may be assessed on any amount due, which remains unpaid for 30 days or more after the transaction date on the statement. Payments will be applied first to previously billed finance charges and thereafter, in order, to the previous and finally to new statements.
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Salem or Portland, Oregon, whichever is closer to the work in dispute. All mediator's fees and expenses shall be shared equally by the parties. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

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12) Contractor is licensed with the Oregon Landscpe Contractors Board (LCB#5876) which is located at 2111 Front St NE, Ste 2-101, Salem, OR 97301 (503-378-5909)

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Annual Contract Estimate	\$1,785.00
The owner agrees to pay DeSantis Landscapes, Inc. a monthly price of:	\$149.00
Start Date:	07/01/2026

**2026-27 Pricing Valid Through 06/30/2028**

**Please sign and return one copy.**

By: \_\_\_\_\_ 5/15/2026  
 Brie Menhart \_\_\_\_\_ Date

Accepted: \_\_\_\_\_  
 Thomas Kissinger \_\_\_\_\_ Date

**Or authorized client representative**

Bonded & Insured, Landscape Contractors Board license #5876

Billing Information:

\_\_\_\_\_  
 Contact  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 City,State,Zip  
 \_\_\_\_\_  
 Phone  
 \_\_\_\_\_  
 Email  
 \_\_\_\_\_



## Contract

May 15, 2026

Submitted To: **Thomas Kissinger**  
**13895 Fir St**  
**Oregon City, OR 97045**

Property: **OC Parks - Pioneer Center**  
**615 5th St**  
**Oregon City, OR 97045**

DeSantis Landscapes, Inc. proposes to perform Landscape Services as set forth in the "Scope of Work" and to furnish all labor, materials and equipment necessary to perform these services in an efficient and professional manner.

---

### \*\*\* Scope of Work \*\*\*

#### **Basic Maintenance Weekly Service**

Mowing - Lawns will be mowed on a weekly basis during the growing season, March through October, twice in November and once in December. To avoid damaging turf we may skip a mowing due to extreme wet weather. Grass clippings will be removed from the turf areas as needed to maintain a neat appearance. Additionally, we adjust our mow heights throughout the season to promote water savings and minimize weed germination. This benefits the client by saving water cost and providing a healthier stand of lawn. Finally, we clean our lawnmowers regularly to ensure no cross contamination of invasive species or diseases from one client to another, blades are regularly sharpened to ensure a clean cut and the mow pattern is varied, where possible, to reduce rutting and compaction.

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General - Beds will be raked and hand weeded periodically to maintain a fresh appearance. This bid is based on the assumption that beds will be maintained by client with 2" mulch cover. The mulch cover helps with weed and moss suppression as well as moisture retention. Mechanical removal of moss in planting beds is not included in this price. The property will be reviewed each visit to ensure neat, and clean appearing grounds, debris such as bottles, papers, cartons and similar items are to be disposed of. At the completion of each maintenance visit all pedestrian walkways (sidewalks, curbs, patios, etc, not drives or parking lots) will be swept or blown.

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Renewal Pruning: Where plants have grown out of their space and require significant cutback, or when there is desire to bring a specimen or a group of specimens back to their natural state from a shearing form, DeSantis can, at the client's request, evaluate to determine cost to perform renewal or rejuvenative pruning techniques. This service is not included in base contract operations.

### **Leaf Cleanup**

During peak leaf season, October through January, all pedestrian walkways will be given first priority for leaf cleanup. Second priority will be given to all turf areas which will typically be cleaned up as the turf is mowed. Finally, all planting beds will have leaves removed during leaf season. Specific schedule and frequency is dependent upon the varieties of trees on each site and the current year weather patterns. Leaves will be removed and disposed of offsite.

### **Bed Pre-Emergent - Fall**

Pre-emergent herbicides will be applied in the Fall where appropriate. Applications of herbicides or pesticides will be performed by a state licensed commercial applicator

### **Bed Pre-Emergent - Spring**

Pre-emergent herbicides will be applied to bark beds in the spring where appropriate. Applications of herbicides or pesticides will be performed by a State licensed commercial applicator.

### **Shrub Fertilization - Conventional**

Shrubs and ornamental plants will be fertilized to maintain a healthy and vigorous condition. The actual amount and frequency of fertilizer required will be determined by on-site visits.

### **Bark Bed Spray - Conventional**

All bark bed areas and sidewalk cracks adjacent to landscape areas will be sprayed to control unwanted grasses and broadleaf weeds. Applications of herbicides or pesticides will be performed by a State licensed commercial applicator. Herbicide use will not be a substitute for hand weeding when and where required.

### **Lawn Fertilization - Conventional - Round 1**

The first lawn fertilization will be applied in the early spring once growing conditions are favorable for turf grass growth. The goal of this application will be to stimulate shoot growth, maximize chlorophyll levels, increase plant stress tolerance, and suppress moss growth. Please stay off the turf for one hour for nutrients to be absorbed into the plant and soil.

### **Lawn Fertilization - Conventional - Round 2**

The second lawn fertilization will take place in early summer. The goal of this application will be to maintain steady shoot growth, increase plant cell wall thickness, stimulate soil microbial population activity, and maximize irrigation efficiency. Nutrients will be watered in using the irrigation system to promote nutrient penetration into the soil.

### **Lawn Fertilization - Conventional - Round 3**

The third lawn fertilization will take place in August. The goal of this application will be to maintain steady growth, stimulate soil microbial activity, increase plant stress tolerance, and increase water penetration into the soil. Nutrients will be watered in through the irrigation system to promote nutrient uptake through the roots.

### **Lawn Fertilization - Conventional - Round 4**

The final lawn fertilization will take place in mid-September through October. The goal of this foliar application will be to prepare the plant for winter by stimulating root growth to store nutrient reserves for the plant through winter. Please stay off the turf for one hour to allow nutrients to dry onto the leaf surface.

### **Lawn Weed Spray - Conventional**

Post-emergent herbicides will be used on fine turf areas in the Spring and Fall to control broadleaf turf weeds. The control of foreign grasses, including Poa Annua, is not considered part of this scope of work.

### **Walk Through**

The final walk through frequency and schedule will be determined by agreement between the client and account manager.

**Winter Schedule - Please note DLI will reduce frequency of visits during the winter months. The winter schedule typically begins in mid-November and continues through mid-February. Depending on growing or weather conditions, monthly occurrences may differ,**

while yearly activity totals will be provided as specified (except in the case of leaf clean up, where leaves can fall mostly in one small window of time). Please note that a visit scheduled for a certain day of the week may shift the number of visits in any given month

CONTRACT TYPE	Conventional													Total
	(This frequency schedule is representative of the number of visits and scope of services proposed, it is not intended to be a schedule commitment, which will vary depending on weather and other conditions)													
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec		
Total # of Weeks per Month	4	4	4	5	4	4	5	4	5	4	4	5	52	
<b>CONTRACT SERVICES</b>														
Mowing			x	x	x	x	x	x	x	x			38	
Edging			x	x	x	x	x	x	x	x			19	
Fertilizing Lawns			x		x		x		x				4	
Weed Control (broadleaf) in Lawns	Spray Treatments during mowing season as needed													
Insect/Disease Control	Periodic Monitoring with recommendations													
IPM	Periodic Inspections with recommendations													
Prune Hedges-Shearing				x		x		x					3	
Leaf Cleanup									x	x	x	x	4 to 8	
Appearance of Property	After Each Visit													
Monthly Walk Through	x	x	x	x	x	x	x	x	x	x	x	x	12	
Budget Planning	TBD - based on Budget Cycle													

## 1Terms & Conditions

- 1) Scope: DeSantis Landscapes, Inc. (DLI) shall furnish all materials, tools, equipment and labor necessary to execute the attached proposal in a substantial and workman-like manner.
- 2) Revision: This proposal is subject to revision if not accepted within thirty days, as availability and costs of many materials is not constant. The proposal is based on the conditions present in the landscape at the time of presentation. Should the proposal be accepted after excessive growth of plants, turf or weeds, it may be necessary to adjust the price to accommodate excessive start-up costs. DLI reserves the right to assess a fuel surcharge if at anytime during the current contract period fuel prices exceed a 25% increase over the average prior year price.
- 3) Dates of Service: This agreement shall continue for an initial period of one year from the stated Start Date. Unless this agreement is terminated, this agreement will continue on a month to month basis.
- 4) Hazardous Conditions: Contractor shall not be held liable to Owner, or any other person, for loss or damage to person or property resulting from any hazardous condition existing upon the real property.
- 5) Owners' Responsibility: It is the owner's responsibility to ensure adequate water supply is available for irrigation system to function properly and to provide reasonable access to areas covered by this contract.
- 6) Unavoidable Interruptions: DLI shall not be held responsible or liable for any loss, damage, or delay caused by weather, strikes, or any other causes beyond our control.
- 7) Payment-Initial Disclosure: Payments Due upon receipt of statement. A finance charge of 1.75% monthly (Annual Percentage Rate of 21%) may be assessed on any amount due, which remains unpaid for 30 days or more after the transaction date on the statement. Payments will be applied first to previously billed finance charges and thereafter, in order, to the previous and finally to new statements.
- 8) Mediation: The parties mutually agree that any dispute under this contract will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of arbitration or litigation. Such mediation shall occur either in

Salem or Portland, Oregon, whichever is closer to the work in dispute. All mediator's fees and expenses shall be shared equally by the parties. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

9) Legal Fees: Should either party hereto bring suit in court to enforce the terms of this agreement, any judgement awarded shall include court costs and reasonable attorney's fees including those on appeal to the successful party plus interest at the legal rate.

10) Additional Services: Any Services required or requested which are not specifically mentioned herein, will be deemed "additional services" and a written proposal with the additional costs will be presented. Written, email or text approval of these additional services shall be valid and binding and the payment of additional services are subject to all the terms and conditions of this agreement. Some services may be subcontracted.

11) WA Clients: applicable sales tax is not part of this estiamte and will be included on the final invoice.

12) Contractor is licensed with the Oregon Landscpe Contractors Board (LCB#5876) which is located at 2111 Front St NE, Ste 2-101, Salem, OR 97301 (503-378-5909)

13) Contract Severabilty: If any provision, or part of any provision, is found void or unenforceable for any reason, all other provisions and parts of provisions shall remain fully enforceable and unaffected.

14) Notice of Deficient Work: If Client believes Contractor is providing deficient work, Client agrees to notify Contractor of deficiencies in writing within 30 days of said occurrence. If written notice is not received by Contractor within 30 days Client knew of the deficiencies, Client agrees to have waived any and all claims relating to that deficiency to recover past payments and/or rights to withhold present or future payments due under this Agreement. Upon such notification, Contractor agrees to rectify deficiencies within 14 days to the client's satisfaction. If the Contractor corrects the deficiencies in accordance with the schedule, it shall not forfeit any amounts due under this Agreement.

15) Dissolution of Contract: It is agreed that either party may terminate this Agreement by giving written notice not less than 60 days in advance. However, it is further agreed that Contractor may immediately cease performance and not give any termination notice, if Owner refuses or fails to pay Contractor according to the terms herein.

Annual Contract Estimate	\$9,432.00
The owner agrees to pay DeSantis Landscapes, Inc. a monthly price of:	\$786.00
Start Date:	07/01/2026

**2026-27 Pricing Valid Through 06/30/2028**

**Please sign and return one copy.**

By: \_\_\_\_\_ 5/15/2026  
 Brie Menhart \_\_\_\_\_ Date

Accepted: \_\_\_\_\_  
 Thomas Kissinger \_\_\_\_\_ Date

**Or authorized client representative**

Bonded & Insured, Landscape Contractors Board license #5876

Billing Information:

\_\_\_\_\_  
 Contact  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 City,State,Zip  
 \_\_\_\_\_  
 Phone  
 \_\_\_\_\_  
 Email  
 \_\_\_\_\_



## Contract

May 15, 2026

Submitted To: **Thomas Kissinger**  
**13895 Fir St**  
**Oregon City, OR 97045**

Property: **OC Parks - Oregon City Public Library**  
**606 John Adams St**  
**Oregon City, OR 97045**

DeSantis Landscapes, Inc. proposes to perform Landscape Services as set forth in the "Scope of Work" and to furnish all labor, materials and equipment necessary to perform these services in an efficient and professional manner.

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### \*\*\* Scope of Work \*\*\*

#### **Basic Maintenance Weekly Service**

Mowing - Lawns will be mowed on a weekly basis during the growing season, March through October, twice in November and once in December. To avoid damaging turf we may skip a mowing due to extreme wet weather. Grass clippings will be removed from the turf areas as needed to maintain a neat appearance. Additionally, we adjust our mow heights throughout the season to promote water savings and minimize weed germination. This benefits the client by saving water cost and providing a healthier stand of lawn. Finally, we clean our lawnmowers regularly to ensure no cross contamination of invasive species or diseases from one client to another, blades are regularly sharpened to ensure a clean cut and the mow pattern is varied, where possible, to reduce rutting and compaction.

Edging - Lawns will be edged every 2nd or 3rd mowing to maintain a crisp edge. Typically, DLI will use a string trimmer on lawn edges adjacent to beds and hard edgers on areas adjacent to hard surfaces.

Trimming - Lawn areas not accessible with a mower, or obstacles in the lawn, will be trimmed with a string trimmer to maintain a neat appearance.

General - Beds will be raked and hand weeded periodically to maintain a fresh appearance. This bid is based on the assumption that beds will be maintained by client with 2" mulch cover. The mulch cover helps with weed and moss suppression as well as moisture retention. Mechanical removal of moss in planting beds is not included in this price. The property will be reviewed each visit to ensure neat, and clean appearing grounds, debris such as bottles, papers, cartons and similar items are to be disposed of. At the completion of each maintenance visit all pedestrian walkways (sidewalks, curbs, patios, etc, not drives or parking lots) will be swept or blown.

**Includes weekly blowing and weed control in upper parking lot across Jefferson St.**

## **Pruning**

All ornamental shrubs, trees (up to 12'), and ground covers will be judiciously pruned in accordance with standards of good practice and in accordance with the intended function of the plant in its present location. DeSantis employs structural pruning and shearing practices where appropriate in the landscape. All pruning debris will be removed from the property. Spent flower heads will be removed periodically as part of our regularly scheduled maintenance visit. Trees will be pruned within 12' above the ground for proper structure and building, vehicular and pedestrian clearance - the maximum height may vary depending on the reach of the pole pruners while technician is standing on the ground. Small ornamental trees less than 12' in height, such as Hinoki cypress, Vine and Japanese Maples, may be pruned for size containment.

**Renewal Pruning:** Where plants have grown out of their space and require significant cutback, or when there is desire to bring a specimen or a group of specimens back to their natural state from a shearing form, DeSantis can, at the client's request, evaluate to determine cost to perform renewal or rejuvenative pruning techniques. This service is not included in base contract operations.

**Includes edge pruning and light shearing on upper parking lot across Jefferson St.**

## **Leaf Cleanup**

During peak leaf season, October through January, all pedestrian walkways will be given first priority for leaf cleanup. Second priority will be given to all turf areas which will typically be cleaned up as the turf is mowed. Finally, all planting beds will have leaves removed during leaf season. Specific schedule and frequency is dependent upon the varieties of trees on each site and the current year weather patterns. Leaves will be removed and disposed of offsite.

**Includes upper parking lot across Jefferson St.**

## **Bed Pre-Emergent - Fall**

Pre-emergent herbicides will be applied in the Fall where appropriate. Applications of herbicides or pesticides will be performed by a state licensed commercial applicator

## **Bed Pre-Emergent - Spring**

Pre-emergent herbicides will be applied to bark beds in the spring where appropriate. Applications of herbicides or pesticides will be performed by a State licensed commercial applicator.

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Shrubs and ornamental plants will be fertilized to maintain a healthy and vigorous condition. The actual amount and frequency of fertilizer required will be determined by on-site visits.

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All bark bed areas and sidewalk cracks adjacent to landscape areas will be sprayed to control unwanted grasses and broadleaf weeds. Applications of herbicides or pesticides will be performed by a State licensed commercial applicator. Herbicide use will not be a substitute for hand weeding when and where required.

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The first lawn fertilization will be applied in the early spring once growing conditions are favorable for turf grass growth. The goal of this application will be to stimulate shoot growth, maximize chlorophyll levels, increase plant stress tolerance, and suppress moss growth. Please stay off the turf for one hour for nutrients to be absorbed into the plant and soil.

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The third lawn fertilization will take place in August. The goal of this application will be to maintain steady growth, stimulate soil microbial activity, increase plant stress tolerance, and increase water penetration into the soil. Nutrients will be watered in through the irrigation system to promote nutrient uptake through the roots.

### **Lawn Fertilization - Conventional - Round 4**

The final lawn fertilization will take place in mid-September through October. The goal of this foliar application will be to prepare the plant for winter by stimulating root growth to store nutrient reserves for the plant through winter. Please stay off the turf for one hour to allow nutrients to dry onto the leaf surface.

### **Lawn Weed Spray - Conventional**

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### **Walk Through**

The final walk through frequency and schedule will be determined by agreement between the client and account manager.

**Winter Schedule - Please note DLI will reduce frequency of visits during the winter months. The winter schedule typically begins in mid-November and continues through mid-February. Depending on growing or weather conditions, monthly occurrences may differ,**

while yearly activity totals will be provided as specified (except in the case of leaf clean up, where leaves can fall mostly in one small window of time). Please note that a visit scheduled for a certain day of the week may shift the number of visits in any given month

CONTRACT TYPE	Conventional													Total
	(This frequency schedule is representative of the number of visits and scope of services proposed, it is not intended to be a schedule commitment, which will vary depending on weather and other conditions)													
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec		
Total # of Weeks per Month	4	4	4	5	4	4	5	4	5	4	4	5	52	
<b>CONTRACT SERVICES</b>														
Mowing			x	x	x	x	x	x	x	x			38	
Edging			x	x	x	x	x	x	x	x			19	
Fertilizing Lawns			x		x		x		x				4	
Weed Control (broadleaf) in Lawns	Spray Treatments during mowing season as needed													
Insect/Disease Control	Periodic Monitoring with recommendations													
IPM	Periodic Inspections with recommendations													
Prune Hedges-Shearing				x		x		x					3	
Leaf Cleanup									x	x	x	x	4 to 8	
Appearance of Property	After Each Visit													
Monthly Walk Through	x	x	x	x	x	x	x	x	x	x	x	x	12	
Budget Planning	TBD - based on Budget Cycle													

### 1Terms & Conditions

- 1) Scope: DeSantis Landscapes, Inc. (DLI) shall furnish all materials, tools, equipment and labor necessary to execute the attached proposal in a substantial and workman-like manner.
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- 4) Hazardous Conditions: Contractor shall not be held liable to Owner, or any other person, for loss or damage to person or property resulting from any hazardous condition existing upon the real property.
- 5) Owners' Responsibility: It is the owner's responsibility to ensure adequate water supply is available for irrigation system to function properly and to provide reasonable access to areas covered by this contract.
- 6) Unavoidable Interruptions: DLI shall not be held responsible or liable for any loss, damage, or delay caused by weather, strikes, or any other causes beyond our control.
- 7) Payment-Initial Disclosure: Payments Due upon receipt of statement. A finance charge of 1.75% monthly (Annual Percentage Rate of 21%) may be assessed on any amount due, which remains unpaid for 30 days or more after the transaction date on the statement. Payments will be applied first to previously billed finance charges and thereafter, in order, to the previous and finally to new statements.
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Salem or Portland, Oregon, whichever is closer to the work in dispute. All mediator's fees and expenses shall be shared equally by the parties. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

9) Legal Fees: Should either party hereto bring suit in court to enforce the terms of this agreement, any judgement awarded shall include court costs and reasonable attorney's fees including those on appeal to the successful party plus interest at the legal rate.

10) Additional Services: Any Services required or requested which are not specifically mentioned herein, will be deemed "additional services" and a written proposal with the additional costs will be presented. Written, email or text approval of these additional services shall be valid and binding and the payment of additional services are subject to all the terms and conditions of this agreement. Some services may be subcontracted.

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15) Dissolution of Contract: It is agreed that either party may terminate this Agreement by giving written notice not less than 60 days in advance. However, it is further agreed that Contractor may immediately cease performance and not give any termination notice, if Owner refuses or fails to pay Contractor according to the terms herein.

Annual Contract Estimate	\$10,603.00
The owner agrees to pay DeSantis Landscapes, Inc. a monthly price of:	\$884.00
Start Date:	07/01/2026

**2026-27 Pricing Valid Through 06/30/2028**

**Please sign and return one copy.**

By: \_\_\_\_\_ 5/15/2026  
Brie Menhart \_\_\_\_\_ Date

Accepted: \_\_\_\_\_  
Thomas Kissinger \_\_\_\_\_ Date

**Or authorized client representative**

Bonded & Insured, Landscape Contractors Board license #5876

Billing Information:

\_\_\_\_\_  
Contact  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City,State,Zip  
\_\_\_\_\_  
Phone  
\_\_\_\_\_  
Email  
\_\_\_\_\_

## STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

This Standard Condition Agreement shall be applicable to all public contracts for goods, services, personal services, and public improvement projects including:

- Professional services, as referenced in Oregon City Municipal Code (OCMC) Section 2.40.020, and Oregon Revised Statutes (ORS) 279C; or
- Architectural, engineering, photogrammetric mapping, transportation planning or land surveying or related services; or
- Public improvement contracts (capital improvement projects) that cost less than \$50,000, except for solar panels or other solar system installations.

- 1) **Definitions of Terms:** In this Standard Conditions Agreement, the following terms shall be as defined below:
- a) **Agent** means a person who is authorized to act on behalf of the Contractor or the Owner.
  - b) **Applicable Laws** means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work to the Contract or to the Parties individually.
  - c) **Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services** means professional services that are required to be performed by an architect, engineer, photogrammetrist, transportation planner or land surveyor as defined in Oregon Revised Statutes (ORS) Chapter 279C.
  - d) **Amendment** means a written alteration, to include a change order, which, when fully executed by the Parties of the Contract, constitutes a change to the contract price, contract time or contract scope. An Amendment shall not be effective until executed by both parties.
  - e) **Contract or Agreement**, as used interchangeably throughout, means an agreement between two or more Persons which creates an obligation to do or not do a particular thing. Its essentials are competent parties, subject matter, legal consideration, mutuality of agreement and mutuality of obligation.
  - f) **Contract or Agreement Documents** means the full and complete contract for goods or services including the Goods or Personal Services Agreement, Scope of Work and these Standard Conditions and these terms are used interchangeably, unless otherwise specified.
  - g) **Contractor or Consultant**, as used interchangeably throughout, means the Person awarded the Contract or Agreement for the Work contemplated and includes a Person providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services contracted for the provision of services, unless otherwise specified.
  - h) **Design-Build** means an alternative form of procurement for public improvements in which the Contractor provides or obtains specified design services, participates in the project team with the Owner, and manages both design and construction.
  - i) **Goods** means supplies, equipment, materials, personal property, and include any tangible, intangible and intellectual property, rights and licenses.
  - j) **Owner** means the City of Oregon City or any component unit thereof including the City of Oregon City Urban Renewal Agency (URA). Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent.
  - k) **Parties** means any person, group or organization who execute a written agreement to complete Work to be done.
  - l) **Person** means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company, a nonprofit, a trust, or any other entity possessing the legal capacity to enter into a contract.
  - m) **Project** means the total undertaking to be accomplished for Owner by architectural, engineering, photogrammetric mapping, transportation planning or land surveying service providers, Contractors, and others, including planning study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.
  - n) **Public Improvement (Capital Improvement)** means contracts for construction, reconstruction or major renovation of real property by or for the Owner, per ORS 279A.
  - o) **Professional Services** means contracts for professional personal services such as financial, accounting, personnel, risk management, insurance, real estate and economics, architect, engineer, photogrammetrist, transportation planner or land surveyor as defined in Oregon Revised Statutes (ORS)

Last updated November 6, 2025

Page | 1

## STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

Chapter 279C as well as non- professional services such as a short-term Consultant or services for office maintenance.

- p) **Subcontractor** means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of Work.
- q) **Work** means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits, and regulatory approvals not provided by the Owner necessary to successfully comply with any individual items or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.
- 2) **Contractor Identification.** Contractor shall furnish to Owner its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as Owner deems applicable.
- 3) **Oregon Corporation Registration, Valid Oregon City Business License, and Other Professional Certification Required.** Contractor agrees and certifies that it is licensed to do business in the State of Oregon and that, if Contractor is a corporation, that the corporation is in good standing within the State of Oregon. For the duration of this Contract, Contractor shall maintain a valid Oregon City Business License as per Oregon City Municipal Code Chapter 5.04, or a Metro business license for qualifying projects, and any professional occupation licenses required by state or local law and shall furnish proof to Owner upon request.
- 4) **Payment.**
- a) Invoices submitted in connection with this Contract shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.
  - b) Owner agrees to pay Contractor within thirty (30) days after receipt of Contractor itemized statement, unless the parties agree to payment to be made on other specified terms. Amounts disputed by Owner may be withheld pending settlement.
  - c) Owner certifies that sufficient funds are available and authorized for expenditure to finance the cost of the materials, equipment, labor, and/or services to be provided pursuant to this Contract.
  - d) Owner shall not pay any amount in excess of the compensation amounts set forth in this Contract nor shall Owner pay Contractor any fees or costs that Owner reasonably disputes.
  - e) With respect to Public Improvement Contracts, Owner may withhold retainage not to exceed 5% of the payment due. Retainage shall be released in accordance with ORS 279.C.570 and applicable laws.
- 5) **Independent Contractor Status.**
- a) Contractor is an independent contractor as defined in ORS 670.600 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) Contractor 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. Contractor maintains a business location that is separate from, and not affiliated with, the offices of the Owner and bears the risk of loss related to the Contractor's 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 Contract. Contractor provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Contractor makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and Contractor has the authority to hire or fire persons to provide or assist in providing the services required under this Contract.
  - c) Contractor shall furnish the tools or equipment necessary for the contracted labor or services.
  - d) Contractor agrees and certifies that:
    - i) Contractor is not eligible for any federal social security or unemployment insurance payments. Contractor is not eligible for any Public Employee Retirement System (PERS) or workers' compensation benefits from compensation or payments made to Contractor under this Agreement.

**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

**6) Early Termination.**

- a) This Contract may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties or by the Owner upon ten (10) days written notice to the Contractor, delivered by certified mail, email, or in-person prior to the stated expiration date.
- b) Upon receipt of notice of early termination, Contractor 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 Contract 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 Owner provided in this Contract and relating to defaults by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**7) No Third-Party Beneficiaries.** Owner and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**8) Payment of Laborers; Payment of Taxes.**

- a) Contractor shall:
  - i) Make payments promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Contract.
  - ii) Pay all contributions and amounts due to the State Accident Insurance Fund incurred in the performance of this Contract.
  - iii) Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or materials furnished.
  - iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Contractor under this Contract and, unless Contractor is subject to back-up withholding, the Owner will not withhold from such compensation or payments any amount(s) to cover Contractor'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 Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, the Owner 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 Contractor by reason of this Contract.
- c) The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligations with respect to any unpaid claims.
- d) Contractor and its subcontractors, 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.
- e) With respect to Public Improvement Contracts or Professional Service Agreements, all hours of labor shall comply with ORS 279C.520 and overtime pay provided as specified in ORS 279C.540.

**9) Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the Owner. The Owner, by this Contract, incurs no liability to third parties for payment of any compensation provided herein to the Contractor.

**10) Access to Records.** Contractor shall maintain all books, documents, papers and records, in paper or electronic form, for a period of no less than three years from the date of substantial completion for the purpose of making audit, examination, excerpts and transcripts. Owner shall have access to all books,

## **STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

documents, papers and records of Contractor, existing in paper or electronic form, that are pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcripts.

- 11) Confidentiality.** During the course of completing Work, Contractor or its Agent(s), employees, or consultants, may receive confidential information. Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing Work of the confidentiality obligation that pertains to such information.
- 12) Ownership of Work Product; License.** All work products of Contractor that result from this Contract (the "Work Products") are the exclusive property of Owner. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants Owner 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 Owner or produced by Contractor under this Contract. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Contract are work specially commissioned by Owner, and that any and all such work shall be work made for hire in which all rights and copyrights belong exclusively to Owner. Contractor shall not publish, republish, display or otherwise use any work or Work Products resulting from this Contract without the prior written agreement of Owner. No reports, information and/or data given to or prepared or assembled by the Contractor under this contract shall be made available to any individual or organization by the Contractor without the prior written approval of the Owner.
- 13) Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state, and local laws and ordinances applicable to the Work to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.230, 279B.235, 279B.270 and 279C.515. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503, 504 and 508 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) the Health Insurance Portability and Accountability Act of 1996; (v) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 14) Use of Recycled Products; Demolition Contracts to Require Material Salvage; Lawn and Landscape Maintenance Contracts to Require Composting or Mulching.** Contractors are encouraged to use recycled products, including recycled paper, recycled oil and recycled PETE products, whenever possible and appropriate in completing the Work. In accordance with ORS 279C.510, contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. To the extent applicable to scope of work, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- 15) Professional Standards.** With respect to contracts for Professional Services, Contractor shall be responsible to the level of competency presently maintained by others practicing in the same type of services in Owner's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this Contract
- 16) Completion and Correction of Work.** Work shall be completed in compliance with the terms set forth in the Contract Documents. Owner shall have the right to reject in writing any Work that does not comply with Contract Document specifications. The Contractor shall perform such additional work as may be necessary to correct Contractor's errors without undue delays and without additional cost.
- 17) Modification, Supplements, Change Orders 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

Last updated November 6, 2025

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## STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

hereto.

### 18) **Indemnity and Insurance.**

#### a) Indemnity.

i) Contractor acknowledges responsibility for liability arising out of Contractor's negligent performance of this Agreement and shall hold Owner, 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, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Contractor, or the agents, consultants or employees of Contractor provided pursuant to this Agreement.

ii) Notwithstanding any other provision of this Contract the foregoing, person(s) providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services shall not be required to defend the Owner against a professional negligence claim resulting from the professional services provided under this Contract, except to the extent that such liability or fault is determined by adjudication, alternative dispute resolution or resolved by mutual settlement agreement, and shall not to exceed the person's proportionate fault.

b) Workers' Compensation Coverage. Contractor certifies that Contractor has or is qualified for and will maintain workers' compensation as required by the State of Oregon, ORS Chapter 656. Contractor shall provide the Owner, within ten (10) days after full execution of this Contract, 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 Owner, pursuant to OAR 836-043-0001. All agents or consultants of Contractor shall maintain such insurance.

c) General Liability and Commercial Automobile Insurance Coverage. Contractor shall maintain general liability and commercial automobile liability insurance for the protection of Contractor and Owner, insuring against liability for bodily injury or property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor's operation. General Liability policy shall be in an amount not less than \$2,000,000, per and \$2,000,000 combined single limit coverage under the Commercial Automobile policy. Such insurance shall name Owner, its directors, officers, agents, and employees, as an additional insured, with the stipulation that Contractor insurance, as to the interest of Owner, shall not be invalidated by any act or neglect or breach of this Agreement by Contractor.

#### d) Professional Liability Insurance:

Contractor shall provide Owner with evidence of professional liability insurance for the protection of Contractor and its employees, insuring against claims for damage arising out of Contractor's negligent acts, omissions, activities or services in an amount not less than \$1,000,000 per claim and in the aggregate. If professional liability insurance is cancelled or discontinued prior to Work or Services under this Contract, then Contractor shall implement a supplemental reporting period (tail) of no less than 3 years. Contractor shall maintain in force such coverage for not less than six (6) years following completion of the project.

Within ten (10) days after the full execution of the Contract, Contractor shall furnish Owner with a certificate evidencing the dates, amounts, and type of insurance that have been procured pursuant to this Agreement. Contractor will provide for not less than thirty (30) days' written notice to Owner before the policies may be revised, canceled, or allowed to expire. Contractor shall not alter the terms of any policy with prior written authorization from Owner. The provisions of the subsections fully apply to Contractor and its consultants or agents.

e) Such insurance will include contractual liability.

**19) Legal Expenses.** In the event legal action is brought by Owner or Contractor 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.

**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

- 20) **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.
- 21) **Number and Gender.** In this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.
- 22) **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.
- 23) **Hierarchy.** The conditions contained in this document are applicable to every Personal Services Agreement entered into by the Owner in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control 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.
- 24) **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.
- 25) **Notices.** Any notices, bills, invoices, reports or other documents required by this Contract shall be sent by the parties by United States mail with postage prepaid, personally delivered to the addresses listed in the Agreement attached hereto, or sent electronically. All notices shall be in writing and effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.
- 26) **Nonwaiver.** The failure of Owner to insist upon or enforce strict performance by Contractor 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.
- 27) **Information and Reports.** Contractor shall, at such time and in such form as Owner 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 Owner. Contractor shall furnish Owner, 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 Owner but shall remain with Contractor. Copies as requested shall be provided free of cost to Owner.
- 28) **Owner's Responsibilities.** Owner shall furnish Contractor with all available necessary information, data, and materials pertinent to the execution of this Contract. Owner shall cooperate with Contractor in carrying out the work herein and shall provide adequate staff for liaison with Contractor.
- 29) **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 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

**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

- 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.
- 30) 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.
- 31) Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts. Electronic signatures using an electronic verification system approved by the Owner shall be considered as valid signatures.
- 32) Entire Agreement.** This Contract signed by both parties is the parties' final and entire Agreement and supersedes all prior contemporaneous oral or written communications between the Parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.





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

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Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City  
Wednesday, November 19, 2025 at 7:00 PM

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**EXECUTIVE SESSION**

The Executive Session will begin after the adjournment of the regular meeting pursuant to ORS 192.660(2)(i): To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

**1. CONVENE MEETING AND ROLL CALL**

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

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

**STAFFERS: 12 -** City Manager Tony Konkol, Assistant City Manager Alex Rains, City Recorder Jakob Wiley, Police Chief Shaun Davis, Public Works Director Dayna Webb, Library Director Greg Williams, Parks and Recreation Director Scott Archer, Communications Manager Jarrod Lyman, Human Resources Director Patrick Foiles, Economic Development Manager James Graham Events and Rentals Coordinator Taylor Miller, Social Service and Community Center Manager Cecily Rose

**2. FLAG SALUTE**

**3. CEREMONIES AND PROCLAMATIONS**

**4. PUBLIC COMMENTS**

**5. PRESENTATIONS**

- a. Oregon Department of Forestry Presentation on Emerald Ash Borer
- b. Updates from Seth Henderson, Level Development NW, on the Redevelopment of the Courthouse Property on Main Street

**6. ADOPTION OF THE AGENDA**

**7. CONSENT AGENDA**

- a. Resolution 25-36, Updating the Appointment Process for Planning Commission, Historic Review Board, and Urban Renewal Commission
- b. DMMO's Coordination and Marketing Plans
- c. Investment Policy Annual Reapproval
- d. Personal Services Agreement with AKS Engineering & Forestry, LLC for design and engineering at Clackamette Park

- e. Personal Services Agreement with Mowreader Computer Consulting LLC for Police Information Technology Services
- f. Minutes of the September 10, 2024 City Commission Work Session
- g. Minutes of the February 19, 2025 City Commission Regular Meeting
- h. Minutes of the March 04, 2025 City Commission Special Interview Meeting
- i. Minutes of the March 05, 2025 City Commission Regular Meeting

**8. PUBLIC HEARINGS**

**9. GENERAL BUSINESS**

- a. Adaptive Re-Use Historic Facade Improvements Update - 703 Main Street
- b. Ordinance 25-1016 - An ordinance of the City of Oregon City amending the Oregon City Municipal Code creating section 9.36 Civil Exclusion Zone applicable within the Downtown Core Area, establishing procedures and penalties

**10. COMMUNICATIONS**

**City Manager**

**Commissioners**

**Mayor**

**11. ADJOURNMENT**

*Mayor McGriff adjourned the meeting at .*

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

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**To:** City Commission **Agenda Date:** July 1, 2026  
**From:** Dayna Webb, Public Works Director

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#### **SUBJECT:**

Item 9.a. - Second Reading of Ordinance No. 26-1008, Adopting Amendments to Oregon City Municipal Code Title 13, Updating the Public Utility Service Billing Code

#### **STAFF RECOMMENDATION:**

Commission approves the second reading of Ordinance No. 26-1008, Adopting Amendments to Oregon City Municipal Code Title 13, Updating the Public Utility Service Billing Code

#### **EXECUTIVE SUMMARY:**

At the February 10, 2026 City Commission work session, staff presented a review of City Code provisions related to utility service charges, to evaluate consistency in billing corrections and exemptions (including lookback periods), and appeal processes. As detailed in the memorandum and matrix provided at that meeting, the review identified inconsistencies across utility services that are billed together on a single utility bill. These inconsistencies can result in differing customer experiences, reliance on interpretation or past practice, and administrative complexity. In addition, the Oregon City Municipal Code 13.16.100, *Storm Drainage Service Charges* currently provides exemptions for certain properties from the stormwater utility monthly fee. Summaries of surrounding cities practices with respect to stormwater fee exemptions and/or reductions were provided and discussed.

On June 3, 2026, the First Reading of this Ordinance (No. 26-1008) was heard by the Commission. The Commission directed staff to make a small revision to language relating to reductions of stormwater utility fee charges for residential uses versus residential zones. The first reading fulfills the first of two required readings under the Oregon City Charter to adopt these code revisions. Commission's directives from the June 3rd meeting have been added to tonight's Reading of Ordinance No. 26-1008.

The City Commission approved the first reading of Ordinance No. 26-1008 on June 17, 2026.

Tonight's second reading of Ordinance No. 26-1008 fulfills the final required reading under the Oregon City Charter to adopt the proposed code revisions to create consistency across all utility service charges and adjust the stormwater fee exemption, as directed by City Commission in their February 10 work session.

**BACKGROUND:**

Staff conducted a review of Municipal Code provisions related to utility service charges to evaluate consistency in billing corrections and exemptions (including lookback periods), and appeal processes. As detailed in the memorandum and matrix provided at the February 10, 2026 work session, the review identified inconsistencies across utility services that are billed together on a single utility bill. These inconsistencies can result in differing customer experiences, reliance on interpretation or past practice, and administrative complexity.

The proposed code changes amend the Water, Sewer, Storm Drainage, and Transportation Utility Service sections for consistency. The proposed revisions include: delinquent charges, service charge adjustments and appeals, exemptions, and reduced rate and financial assistance.

In addition, the Oregon City Municipal Code 13.16.100, *Storm Drainage Service Charges* currently provides exemptions for certain properties from the stormwater utility monthly fee. On February 10, 2026, the City Commission were provided summaries of what other cities do with respect to stormwater fee exemptions and/or reductions. The proposed code change of OCMC 13.16.100 incorporates Commission feedback received from the Work Session.

At its June 3, 2026 meeting, the City Commission directed staff to make a minor revision to the language regarding reductions in stormwater utility fee charges. Specifically, the Commission requested that eligibility be based on residential use rather than residential zoning. This revision was made. The updated language clarifies that properties containing single-family homes, Accessory Dwelling Units (ADUs), duplexes, triplexes, and fourplexes are not eligible for a reduction. Additionally, the Utility Customer Service team had requested one small amendment to allow enforcement when the water meter box is obstructed. The City Commission approved the first reading of Ordinance No. 26-1008 on June 17, 2026.

Tonight's second reading of Ordinance No. 26-1008 fulfills the final required reading under the Oregon City Charter to adopt the proposed code revisions to create consistency across all utility service charges and adjust the stormwater fee exemption, as directed by City Commission in their February 10 work session. The code revisions will become effective August 1, 2026.

**OPTIONS:**

1. Approve Second Reading of Ordinance No. 26-1008, Adopting Amendments to Oregon City Municipal Code Title 13, Updating the Public Utility Service Billing Code.
2. Approve Second Reading of Ordinance No. 26-1008, Adopting Amendments to Oregon City Municipal Code Title 13, Updating the Public Utility Service Billing Code with Amendments.
3. Deny Second Reading of Ordinance No. 26-1008, Adopting Amendments to Oregon City Municipal Code Title 13, Updating the Public Utility Service Billing Code and provide further direction.

**BUDGET IMPACT:**

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

**ORDINANCE NO. 26-1008**

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**AN ORDINANCE ADOPTING AMENDMENTS TO OREGON CITY MUNICIPAL CODE  
TITLE 13: PUBLIC SERVICES**

**WHEREAS**, public service codes of the water service system, sewer regulations, storm drainage service charges and transportation utility fees are not in alignment thus necessitating a change to the City Code; and

**WHEREAS**, the Oregon City Municipal Code contains codes and practices for assessment of rates and charges, lookbacks, exemptions, and appeals; and

**WHEREAS**, City Commission discussed the inconsistency in code and practices at a work session on February 10, 2026 and provided staff direction; and

**WHEREAS**, the amendments will result in clear and consistent practices for utility billing with respect to assessment of rates or charges, lookbacks, exemptions, and appeals.

**NOW, THEREFORE, THE CITY OF OREGON CITY ORDAINS AS FOLLOWS:**

**Section 1.** The City Commission amends the portions of the existing Oregon City Municipal Code, Title 13: Public Services as identified in the red text in **Exhibit A** and fully incorporated in **Exhibit B**, both attached to this Ordinance and incorporated herein by reference.

**Section 2.** The City Commission adopts the Staff Report and Recommendation.

**Section 3.** Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

**Section 4.** Effectiveness. This Ordinance shall take effect 30 days from the date of adoption.

Read for the first time at a regular meeting of the City Commission held on the 17<sup>th</sup> day of June, 2026 and the City Commission enacted the foregoing Ordinance this 1<sup>st</sup> day of July 2026.

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Denyse C. McGriff, Mayor

Attested to this 1<sup>st</sup> day of July, 2026:

Approved as to legal sufficiency:

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Jakob Wiley, City Recorder

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City Attorney

## Chapter 13.04 WATER SERVICE SYSTEM<sup>1</sup>

### 13.04.010 Application for service.

When water service is requested where connection of the premises to the city mains is required, applications must be made to the city, signed by the owner, or agent of the premises to be served, and the applicant must state fully and truly all the purposes for which water may be required, and must agree to conform to the rules and regulations that are now in force or may hereafter be adopted for the proper operation of the water system. The charges for supplying a water service connection shall be in accordance with a schedule of charges adopted by the city commission. All new water service connections shall be metered.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### 13.04.020 Use by applicant only.

No person supplied with water from the city mains will be entitled to use it for any purpose other than that stated in his application, or to supply in any way other persons or families.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### 13.04.030 Permits—Renewal—Change of service.

- A. The city issues engineering permits for water line work in the right-of-way either as a separate public works permit or as part of overall issued public infrastructure construction plans. The various fees for these permits are approved and modified from time to time by the city commission. Failure to meet the conditions of the issued permit shall constitute a violation of the municipal code.
- B. When permits for renewal or change of service are granted, the old service will be shut-off and disconnected at the main by the contractor and inspected by employees of the city. The charge for same shall be the reasonable costs as determined by administrative policy.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### 13.04.040 Service pipe—Approval.

Service pipes, of all sizes, within or without the premises, whether for domestic, commercial or fire protection purposes, must be approved by the city.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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<sup>1</sup>Editor's note(s)—Ord. No. 21-1003, § 1(Exh. A), adopted February 3, 2021 amended Chapter 13.04 in its entirety to read as herein set out. Former Chapter 13.04, §§ 13.04.010—13.04.340, pertained to similar subject matter, and derived from prior code §§ 3-3-1—3-3-33; Ord. No. 98-1001, 1998; Ord. No. 04-1006, 2004 and Ord. No. 10-1003, adopted July 7, 2010.

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#### **13.04.050 Service pipe—Installation.**

The installation of all service pipes from the main to the meter box shall be made by the contractor and inspected by employees of the water department.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.060 Stopcock and shutoff box.**

A stopcock of approved pattern and material will be placed and protected by means of the meter box, which will be furnished and installed by the contractor and inspected by the water department.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.070 Stop and waste cocks.**

Just inside the basement wall a stop and waste cock of approved pattern, protected from frost, must in all cases be placed in a convenient location, by means of which the pipes in the building may be drained at night during freezing weather. If the building is not provided with a basement, the stop and waste cock must be placed near the outside wall thereof. All stores and offices in the building must have separate shutoffs.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.080 Service pipes—Repair and protection.**

The service pipe, within the premises, and throughout its entire length to the curb cock must be kept in repair and protected from freezing at the expense of the owner, who shall be responsible for all damages resulting from leaks or breaks in the service pipe.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.090 Temporary disconnection.**

Should it be desired to discontinue the use of all water supplied to the premise for a period of not less than fifteen days, notice must be given, and payment in full of all arrears made at the utility billing office. The water will then be turned off, and turned on again on application, without charge; provided however, no remission of rates will be made for a period of less than fifteen days.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.100 Service for each house.**

Hereafter, a separate service direct to the tap in the main, will be required for each house or business that is to be supplied with water. A separate meter provided for each place to be so supplied. Where two or more separate residential or business buildings are presently served by a single service the public works director may require separate meter installations wherever possible. A double check valve assembly (DCVA) is required for services that are commercial in nature (includes multi-family dwellings).

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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#### **13.04.110 Discontinuance—Defective fixtures.**

Water will not be furnished where there is defective or leaking faucets, toilets or other fixtures, or where there are toilets or urinals without self-closing valves, or tanks without self-acting float valves; and when such may be discovered the water superintendent shall have authority to immediately install a meter.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.120 Public water usage.**

Contractors must obtain a "hydrant meter" from the city for any unmetered city water usage.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.130 Shut-off for repairs.**

The water may at any time be shut off from the mains without notice, for repairs or other necessary purposes, and the city will not be responsible for any consequent damages. Water for steam boilers for power purposes will not be furnished by direct pressure from the city mains; tanks for holding an ample reserve of water shall always be provided by the owners of the boilers. While water is temporarily shut off from the mains, the hot water faucets should be kept open by the occupants of the premises to allow the steam to escape from the water heater and should damage result to meters by reason of steam or hot water, the owner shall be charged for repairs.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.140 Right-of-entry.**

Agents of the public works department may have free access at proper hours of the day to all parts of the building and premises in which water may be delivered from the city mains, for the purpose of inspecting the condition of the pipes and fixtures and the manner in which the water is used, and for the purpose of fixing water rates for the premises. Public works department staff will not enter into private property without notice and consent of the property owner unless an emergency situation exists, and the property owner did not respond to initial contact or unless previous arrangements have been made to have unnoticed access to the property. **The property owner shall not obstruct the meter box or they will be subject to code enforcement action.**

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.150 Emergency regulations.**

Under emergency conditions the city manager may enforce such regulation of the use of water as conditions require.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.160 Water for building purposes.**

Water for building purposes may be obtained at the rates herein prescribed.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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### **13.04.170 Fire protection pipes.**

Pipes to be used for fire purposes only will be allowed within buildings only where such pipes are entirely disconnected from those used for any other purposes and have a separate connection to the mains. A double check detector assembly (DCDA) is required for all stand-alone fire lines and is to be installed in a vault as close to the property line as possible. The connection with the city main must be made as prescribed in Sections 13.04.050 and 13.04.060.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.180 Use of meters.**

- A. The public works department and its agents shall have the right at any time to attach a meter to, or detach a meter from the service pipe of such places and of such places only, as is deemed best; and where water is supplied through a meter to charge for the quantity of water used or measured at the regular established meter rates. When a meter fails to register accurately, the charge shall be according to the average quantity used daily, as shown by the meter when in order.
- B. The public works department and its agents shall immediately install a meter for any unmetered consumer who is found guilty of violating any of the rules and regulations of the public works department.
- C. Any householder desiring metered water service may obtain the service by making written application to the city for the installation of a meter and by agreeing to pay for the quantity of water used or measured at the regular established meter rates.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.190 Ownership of meters.**

All meters shall be and remain the property of the city and may be removed whenever the public works department may decide to do so.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.200 Use of private water and city water.**

Buildings supplied with water other than that furnished by the city, may obtain city water at meter rates; provided, that no physical connection shall in any way, directly or indirectly exist between the private system and the city's water system. Approved backflow protection is required immediately behind the meter when potential for cross connection exists (wells). The backflow assembly must be tested in place before city water is turned on. When a connection is found to exist, the water will be shut off.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.210 Testing and correcting meters.**

When any consumer whose water supply is metered shall make a complaint that the bill for any particular month is excessive, the water superintendent will, upon request, have the meter reread.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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### **13.04.220 Failure to comply with rules.**

Should anyone fail to comply with the rules and regulations established as conditioned to the use of water, or to pay the water rates at the time and manner hereafter provided, the water may be shut off until payment is made of the amount due, including delinquent payment penalty fees, as well as the amount for the expense of turning the water on. Failure to comply with required annual testing of backflow assemblies will also result in discontinuation of water service.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.230 Authority to turn on water.**

After the water has been shut off at the curb cock, if it should be turned on by any person other than an employee of the public works department, the water will be again shut off, a section of the service pipe removed, and service will not be furnished until the arrears, current month and an additional charge for the reasonable cost of disconnection and resumption of service, as determined by administrative policy, are paid. If the curb cock is damaged from being operated by parties other than city agents, the party who is responsible will be billed for city agents to repair.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.240 Delinquent Charges. ~~Water charged to premises.~~**

All charges for furnishing water within the city shall be chargeable to the premises where water is supplied. Whenever any charge for furnishing water shall not be paid when due, the same shall become delinquent and shall be subject to a delinquent payment penalty fee and discontinuance of service. Written notice of shutoff of water shall be given by mail in advance of such shutoff. After water service has been discontinued, water shall not again be furnished until all outstanding charges shall have been paid in full. All charges for furnishing water or for services relating to the furnishing of water shall be a lien on the property to which the water or water services are supplied. Enforcement of the lien may be commenced at any time after the charge or charges are delinquent for thirty days by suit in equity following the procedures for foreclosure of a mortgage.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.250 Applications.**

Applications for permits to connect premises with the city water system, or requests to turn off water, shall, in all cases, be in writing and signed by the owner, lessee, or agent of the premises to be served.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.260 Water rates.**

- A. Water Rates in City. The rates for water furnished by the city to each user within the city limits shall be established by city commission resolution.
- B. Water Rates Outside City. The rates for water furnished by the city to each user outside of the city limits shall be one and one-half times the rate charged to users within the city limits.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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### 13.04.270 Meter sizes.

The minimum meter sizes shall be as follows:

Unit	Size in Inches
1 unit	$\frac{3}{4}$
2—4 units	1 (or two $\frac{3}{4}$ " for duplexes)
5—10 units	1 $\frac{1}{2}$
11—30 units	2 disc
31—50 units	2 compound

All services shall have the proper size meters as designated by the public works director and approved by the city engineer on existing and future meter installations, and the user shall pay the minimum charge per Section 13.04.260 above for large-size meters. Proper backflow protection is required on all services two inches and greater in size.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### 13.04.275 Service charge adjustments and appeals.

- A. Any person billed for service charges may file a "request for service charge adjustment" with the finance director within thirty days of the date of the bill. However, submittal of such a request does not extend any otherwise applicable deadline requiring payment for the charge. To qualify for any service adjustment or to avoid service interruption, all bills must be timely paid under protest and if an adjustment is granted, any overpayment will be refunded.
- B. A request for service charge adjustment may be granted or approved by the finance director only when one or more of the following conditions exist:
1. The amount charged is in error as an underbill or overbill, which may be the result of a meter malfunction, not caused by tampering or other damage by customer, meter reading errors or administrative mistakes; or
  2. A leak adjustment is requested
    - a. In order to qualify for the leak adjustment the customer must provide documentation, such as a plumber's bill or receipt, that a leak did exist, the leak was sufficient in size to use an excessive amount of utility service and that the leak has been fixed.
    - b. The customer request must be in writing and must include the customer name, service address, date of request, date leak was detected, date leak was repaired and a description of the repairs made.
    - c. The leak adjustment will be applied to the overage of utility service above average usage and any related fees such as sewer adjustments if applicable.
    - d. If there is no previous usage history available, consumption may be estimated on the basis of usage levels of similar customers and under similar conditions. The adjusted portion will be calculated at half the current water rate charged. The adjustment will be credited to the customer account after the utility has obtained a full month meter reading.

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- C. Finance director review of service charge adjustment requests shall be based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when the director identifies additional information is needed. The applicant shall have the burden of proving that the adjustment should be granted. The applicant shall be notified in writing of the director's decision.
  - D. Service charge adjustments shall be available to the bill due and bills subsequently issued. Retroactive adjustments may be granted back to the date of the service error or leak, or six months, if the date of the error or leak cannot be substantiated. In no event, shall the adjustment lookback extend longer than six months. Decisions of the finance director on requests for service charge adjustments shall be final and not appealable to the city commission.

#### **13.04.276 Exemptions.**

Vacant and unimproved properties within the city are exempt from the charges in Section 13.04.260.

#### **13.04.280 Reduced rates and financial assistance.**

A residential customer may qualify for a reduced user rate, or other financial assistance, if certain criteria are met, including if the income of the residents meet certain criteria. Customers requesting the reduced user rates, or other financial assistance, shall make written application and shall certify as to meeting the income criteria established.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.300 Cost participation.**

In the event it is necessary for any developer to extend a city water main larger than necessary to serve the particular development, the city may agree to participate with the developer in the excess cost, said cost participation may be paid from the water fund.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.310 Water connection—Required.**

- A. All new residences, other new buildings, or any other new use requiring domestic water must be connected to the city water service if the same is available at the time of construction and prior to the use thereof.
- B. All residential and other uses connected to a public water supply system must be connected to the city system within sixty days of the city water being made available. All water connections must meet current city standards and regulations.
- C. Domestic backflow prevention is required on services that:
  - 1. Are commercial in nature (includes multi-family dwellings),
  - 2. Are greater than or equal to two inches in diameter,
  - 3. Have piping higher than thirty-two (32) feet above the water main,
  - 4. Have a potential hazard to the public water supply, in the discretion of the Oregon City Water Division (includes new or existing wells), or
  - 5. Irrigation backflow prevention is required on all irrigation systems.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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### 13.04.315 Definitions.

The following definitions shall apply to this chapter:

"Backflow" means any reversal of the normal flow of water from the distribution system that may allow contamination or pollution of the public water supply and render it nonpotable.

"Backflow prevention device or assembly" means any devices or assemblies, or methods approved by the appropriate regulatory agencies for use in the prevention of backflow.

"Contamination" means an impairment of the quality of water that creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids, wastes, etc.

"Cross-connection" means any actual or potential piping connection or structural arrangement allowing the introduction of any liquid, gas, material or substance into any potable water system, thereby rendering it nonpotable.

"Distribution system" means the network of storage facilities, pumps, pipes, valves and other appurtenances between the source and the point of delivery of potable water in the public water system.

"Nonpotable water" means potable water that has been chemically, biologically or physically altered and thereby rendered unfit for human consumption.

"Point of delivery" means the terminal end of a service connection between the distribution system and the consumer's water system at which point the city of Oregon City loses its jurisdiction of and sanitary control over the potable water supply.

"Pollution" means an impairment of the quality of water to a degree that does not create a hazard to public health but affects the aesthetic qualities of such water for domestic use.

"Potable water" means water from any source that has been investigated by the health agency having jurisdiction and has been approved for human consumption.

"Public water supply" means the distribution system supplying potable water to the city of Oregon City consumers.

"Regulatory agencies" means one or more of the following agencies whose specifications and requirements, as presented in their associated publications are accepted as industry standards:

American Water Works Association—Standards C510, C511 and Manual M14.

American Water Works Association, Pacific Northwest Section—Cross-Connection Control Manual, Seventh Edition, 2012.

Department of Human Services—OAR 333-061-0025 (9), OAR 333-061-0070, OAR 333-061-0071.

University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research—Manual of Cross Connection Control, Tenth Edition, 2009.

"Service connection" means the supply piping between the distribution system main and the consumer's water system, normally terminating at the downstream end of the water meter.

"Unprotected cross-connection" means any cross-connection which may exist that allows the introduction of any liquid, gas, material or substance into the public water supply, thereby rendering it nonpotable.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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### **13.04.320 Control of cross-connections.**

The city shall establish, maintain and monitor an on-going cross-connection control program which shall be administered by the public works director and/or their designated appointee(s). Information pertaining to the policies and procedures of the program can be obtained from the public works director.

(Ord. 98-1001 (part), 1998)

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.330 Back-flow prevention assemblies.**

The public water supply shall be protected from any existing and/or future unprotected cross-connections by the installation of an approved backflow prevention assembly at or near the point of delivery according to standards and procedures established by one or more of the defined regulatory agencies. Backflow prevention shall be required in circumstances where an unprotected cross-connection condition may exist. Failure to install an approved backflow assembly or conduct a required annual test on a backflow assembly shall result in denial or discontinuation of water service.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.340 Standard construction specifications.**

The workmanship and materials for any work performed under permits issued per this chapter shall be in accordance with the edition of the "Standard Specifications for Public Works Construction," as prepared by the Oregon Chapter of American Public Works Association (APWA) and as modified and adopted by the city, in effect at the time of application. The exception to this requirement is where this chapter and the Public Works Water Distribution System Design Standards provide other design details, in which case the requirements of this chapter and the Public Works Water Distribution System Design Standards shall be complied with.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

## **Chapter 13.08 SEWER REGULATIONS<sup>2</sup>**

### **13.08.010 Sewer connections—Required.**

- A. All water closets, privies, sinks, bathtubs and drains containing or carrying sewerage in all houses located within the boundaries of any sewer district heretofore established or that may hereafter be established and in which persons are residing shall be connected with the public system of sewers, and within the time specified in the ordinance creating the sewer district.
- B. It is unlawful for any person to reside in any house or upon any premises within the boundaries of any sewer district in the city, after the time specified for connecting the house or premises as provided in the ordinance

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<sup>2</sup>Editor's note(s)—Ord. No. 21-1003, § 1(Exh. A), adopted February 3, 2021 amended Chapter 13.08 in its entirety to read as herein set out. Former Chapter 13.08, §§ 13.08.010—13.08.230, pertained to similar subject matter, and derived from prior code §§ 8-5-1—8-5-22; Ord. No. 90-1052, 1990; Ord. No. 91-1021, 1991; Ord. No. 99-1004, 1999 and Ord. No. 10-1003, adopted July 7, 2010.

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establishing the sewer district in which the house or premises is located unless the house or premises has been connected with the sewer system owned and operated by the City as provided in this section.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.015 Sewer connections—Exemptions.**

Properties may remain on septic if the public sewer is not physically and legally available as defined by OAR 340-071-0160.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.016 Cross connections.**

Sanitary sewers may not connect or convey any sewage to storm sewers.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.020 Connection required—Notice.**

It shall be the duty of the chief of police to ascertain all houses and premises in the districts, whose owners have not complied with the ordinance providing for the connection of the privies, located therein or upon such premises, and to post a notice thereon, that it shall be unlawful for any person to reside in the house or upon the premises, while the water closets, sinks, bathtubs and drains used in connection with the house or premises, remain unconnected with the public sewer in such district.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.030 Privies.**

All property owners within a sewer district are required to close and properly fill with earth all privy vaults, cesspools and septic tanks within the time specified in the ordinance establishing the sewer district and hereafter it is unlawful for any property owner to dig or make use of any cesspool, privy vault or septic tank within any sewer district in which there has been a public sewer constructed to serve the premises.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.040 Engineer—Approval required.**

All connections made with any public sewer or drain in the city shall be made according to the specifications made or approved by the city engineer.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.050 Engineer—Permits.**

- A. The city issues engineering permits for sewer line work in the right-of-way either as a separate public works permit or as part of overall issued public infrastructure construction plans. The various fees for these permits are approved and modified from time to time by the city commission. Failure to meet the conditions of the issued permit shall constitute a violation of the municipal code.

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- B. The city engineer is authorized to grant such permits as deemed necessary for allowing persons to tap the public sewers, and to make connections therewith; provided however, that the permit shall be granted on the express condition that the owner or tenant for whose benefit such connection shall be made, and each succeeding tenant shall in consideration of the privilege thereby granted, hold the city harmless for any loss or damage that may in any way result from or be occasioned by any such tap or connection.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.060 Bond required.**

No person shall be authorized by the engineer to do this work of making connections with any of the public sewers or drains until that person has furnished and filed a surety company bond in the office of the recorder in the sum of five hundred dollars conditioned that to indemnify and save harmless the city from all loss or damage that may be occasioned in any way by accident or the want of care or skill in the prosecution of such work or that may be occasioned by reason of any opening made or caused to be made in a street, market place, or public ground in making of any public or private sewer or drain as aforesaid; and conditioned also to promptly at the proper time replace and restore the street and pavement over the opening to as good state and condition as it was found previous to the opening of the same, and to conform in all respects to the rules and regulations which may from time to time be established by the commission in relation to putting junctions and tapping of the sewers and drains.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.070 Acceptance of connection by city.**

Each person so licensed who shall make connections with the sewers or drains, shall keep in repair and good order the whole of the work executed until the same is accepted by the city engineer, or such other person as may be designated for that purpose, which acceptance shall be given in writing, and shall not be given until the expiration of one year after the completion of the work.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.080 Notification of engineer.**

After the permit has been issued notice in writing must in all cases be left in the office of the city engineer by the person who is about to make the connection with any sewer or drain, stating the time when the work will be ready for inspection previous to making the connection.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.090 Connections to existing work.**

- A. No drain pipe can be extended from work previously done and accepted, or new connection at any time be made with such work unless previous notice of at least twenty-four hours is given to the engineer and permit issued.
- B. In case it shall be necessary to connect a drain or sewer pipe with a public sewer when no junction is left in the same, the new connection with the public sewer can only be made when an officer of the city, duly authorized, is present to see the whole of the work done.

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C. Connections from new development shall connect to the system of drains and sewers operated by the city of Oregon City. Alternative connections may be allowed solely at the discretion of the city engineer.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.100 Barriers.**

All openings and obstructions in any street must be carefully guarded by the person holding the permit authorizing such opening or obstructions at all times with sufficient barriers, and during the nighttime shall be indicated by colored lights, and such other precautions shall be taken as shall be necessary to guard the public against accidents, and at all times the work shall be so done as to cause the least inconvenience to property owners and the general public.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.110 Condition of fixtures.**

It is unlawful for any person in possession of premises into which a pipe or other connection with the public sewers or drains has been laid for the purpose of carrying off animal refuse from privies or water closets, slops from kitchens, or other purposes, to allow the same to remain without good and perfect fixtures so attached as to allow a sufficiency of water to be so applied as to properly carry off such matters and to keep the same unobstructed.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.115 Condition of service lines.**

The service pipe, within the premises, as defined in the sanitary sewer design standards, and throughout its entire length must be kept in good repair at the expense of the owner, who shall be responsible for all damages resulting from leaks or breaks in the service pipe.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.120 Permit revocation.**

Any person authorized to make connections with sewers or drains who shall be guilty of any violation of the provisions of this chapter shall be immediately deprived of a permit.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.125 Right of entry.**

Agents of the public works department may have free access to view the inside of private sewer laterals located on private property that connect to city mains by a camera. Public works department staff will not enter into private property without notice and consent of the property owner.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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### **13.08.130 Development and user charges.**

The city may also establish connection charges and sewer user fees. The amounts of such charges and fees for sewer shall be set by resolution of the city commission. Any connection charge shall be no greater than the amount necessary to reimburse the city for its average cost in inspecting and installing connections.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.140 Applications outside city limits.**

An applicant owning property outside the city limits may apply for permission to connect with the sewer in like manner as one within the city limits and outside of a created sewer district. An applicant owning property outside the city limits, but within the urban growth boundary, may be forced to connect to public sewer, and annex to the city, if the septic is failing and the public sewer is physically and legally available as defined in OAR 340-071-0160. The city may charge different rates for those properties not within city limits.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.150 Permit issuance—Connection supervision.**

When permission is granted by the commission and the fees paid by the applicant a copy of the permit shall be given by the city engineer who, at the expense of the applicant, shall superintend the connection of the sewer with the sewer system in the sewer district in which the privilege has been granted and upon the completion of the connection shall return the same to the recorder with endorsement of the time and place of connection.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.155 Sewer rates.**

~~A. — Sewer Rates. The rates for sewer furnished by the city to each user within the city limits shall be established by city commission resolution.~~

~~(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)~~

### **13.08.155 Service charge adjustments and appeals.**

- A. Any person billed for service charges may file a "request for service charge adjustment" with the finance director within thirty days of the date of the bill. However, submittal of such a request does not extend any otherwise applicable deadline requiring payment for the charge. To qualify for any service adjustment or to avoid service interruption, all bills must be timely paid under protest and if an adjustment is granted, any overpayment will be refunded.
- B. A request for service charge adjustment may be granted or approved by the finance director only when one or more of the following conditions exist:
  - 1. The amount charged is in error as an underbill or overbill, resulting from administrative mistake; or
  - 2. A water leak adjustment is requested as set forth in OCMC 13.04.275.
- C. Finance director review of service charge adjustment requests shall be based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when the director

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identifies additional information is needed. The applicant shall have the burden of proving that the adjustment should be granted. The applicant shall be notified in writing of the director's decision.

- D. Service charge adjustments shall be available to the bill due and bills subsequently issued. Retroactive adjustments may be granted back to the date of the service error or leak, or six months, if the date of the error cannot be substantiated. In no event, shall the adjustment lookback extend longer than six months. Decisions of the finance director on requests for service charge adjustments shall be final and not appealable to the city commission.

### **13.08.156 Exemptions.**

Vacant and unimproved properties within the city are exempt from the charges in Section 13.08.130.

### **13.08.157 Delinquent Charges.**

All charges for furnishing sewer within the city shall be chargeable to the premises where sewer is supplied. Whenever any charge for furnishing sewer shall not be paid when due, the same shall become delinquent and shall be subject to a delinquent payment penalty fee and discontinuance of service. Written notice of shutoff of water shall be given by mail in advance of such shutoff. After water service has been discontinued, water shall not again be furnished until all outstanding charges, including sewer charges, shall have been paid in full. All charges for furnishing sewer or for services relating to the furnishing of sewer, even where no water is also provided, shall be a lien on the property to which the sewer or sewer services are supplied. Enforcement of the lien may be commenced at any time after the charge or charges are delinquent for thirty days by suit in equity following the procedures for foreclosure of a mortgage.

### **13.08.158 Service lateral improvement program.**

When a sewer service falls into disrepair as determined by the public works department, a fee may be assessed to the property owner. The fee may be paid at one time or through a payment program. The fee for repairing or replacing the service shall be in accordance with a schedule of charges adopted by the city commission.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.159 Reduced rates and financial assistance.**

A residential customer may qualify for a reduced user rate, or other financial assistance, if certain criteria are met, including if the income of the residents meet certain criteria. Customers requesting the reduced user rates, or other financial assistance, shall make written application and shall certify as to meeting the income criteria established.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.160 Entry in lien record.**

The recorder shall enter the permit in the docket of the city liens immediately following the entered matter which relates to the system of that sewer district to which permission to connect has been granted, and shall credit the fees paid to the general fund.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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### **13.08.165 Failure to comply with rules.**

Should anyone fail to comply with the rules and regulations established as conditioned to the use of sewer, or to pay the sewer rates or fees at the time and manner hereafter provided, the property may be assessed fines or liens to recover the costs associated with unpaid rates or fees. Failure to pay the charges imposed by this chapter shall subject the user and the premises to the collection and lien provisions imposed for water charges.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.170 Private connections prohibited.**

It is unlawful for any person to connect a private sewer from the property with a private sewer on any other property which is connected with the public sewers without first having made the foregoing application and paying the amount computed by the recorder, as the charge for the privilege, it shall also be unlawful to connect any lot or premises, either directly or indirectly, lying outside of the limits of a sewer district with any public sewer without first complying with the provisions of this chapter.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.180 Unlawful substances.**

It is unlawful for any person to permit to be drained, any oils, greases, chemicals, storm water, surface water, ground water, roof runoff, subsurface drainage, liquids and substances which might be detrimental to the sewage treatment plant, into any sewer, drain or pipe leading to the plant from any premises in the city.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.190 Sanitary requirements.**

In factories and workshops where there are fifteen persons or less of each sex, there shall be provided by the proprietor or owner one water closet for each sex, and one for each additional fifteen persons of each sex or minimum thereof. Toilets shall be separate in all cases. Every co-op or lodging house shall be provided with one water closet for every ten rooms or minimum thereof, and one sink for each floor. All residences and public halls shall be provided with at least one water closet and one sink.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.210 STEP systems.**

- A. "STEP system" which means a septic tank effluent pump system, meeting the standards and specifications of the city engineer (hereinafter "engineer"), shall be permitted as an alternative to the standard sewer used in the city. Such system shall be owned, operated, and maintained by the city as provided in this section.
- B. The engineer shall require, as a condition of approval of any STEP system that the property owner utilizing such system grant the city any easements, permits of entry, or licenses which are necessary or convenient for the construction, operation, or maintenance of the STEP system.
- C. Generally, sewer service through normal sewer facilities (i.e. house sewer, laterals, trunks, and treatment plants) shall be provided when available. However, if service through such normal sewer facilities is unavailable, the engineer may permit use of a STEP system, on an interim basis, when such sewer service is determined by the engineer to be practical, and necessary or convenient to the use of the property proposed

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to be served or when such service is required by the city. The use of a STEP system is declared to be an interim service to served properties and each property owner shall provide the city with a nonremonstrance agreement, waiving all objections, jurisdictional or otherwise, to participation in the formation of a local improvement district to provide such normal sewer facilities in future. The city may record any such waiver of remonstrances in the deed records of the county.

- D. Installation, operation, and, before acceptance by the city, maintenance of a STEP system shall be in accordance with the directions of the engineer and at the expense of the owner of the property serviced by such system. Upon installation, inspection and approval by the engineer, and acceptance by the city, the STEP system shall be owned by the city, which shall thereafter be responsible for maintenance of the system, except as provided in this section. No STEP system shall be accepted unless and until all easements, licenses, and permits necessary for control of the operation, use, and maintenance of such system have been granted. The city may record in the deed records of the county any such easement, license, or permit granted. It shall be the responsibility of the property owner to keep clean and maintain the building sewer from the building to the connection with the public sewer.
- E. The costs of electricity necessary to operate the STEP system shall be borne by the property owner. Any STEP system which is rendered nonoperational by virtue of failure to pay for such costs shall cause the property benefited to be deemed unavailable for human habitation. The owner or occupier of the property served shall be entitled to written notice at least five days before a declaration by the city that the property is to be declared unavailable for occupancy and such person may request in writing a hearing before the city manager prior to such declaration. The decision of the city manager shall be final.
- F. Subject to applicable constitutional limitation, the property owner shall permit entry on the site served for purposes of installation, maintenance, inspection, observation, measurement, sampling or testing of the STEP system. The property owner shall agree to such entry evidenced by a written permit of entry, as a condition precedent to the permit for the use of the STEP system.
- G. The property owner shall be liable for damage to any portion of the STEP system if not caused by the city. The STEP system permit shall indicate that the owner agrees to assume such liability and such assumption shall be a condition precedent to issuance of the permit.
- H. Application for use of a STEP system shall be made by the property owner or owners, who shall remain responsible for compliance with this section and permits thereunder. The property owner may delegate responsibility to the person occupying land for the duties imposed on the property owner under subsections D and G of this section. Such delegation shall be in writing in which the occupier of property accepts such responsibility filed with the engineer and shall be valid for such period as the delegee occupies the property, unless a shorter period is designated by the engineer. Thereafter, the property owner shall reassume responsibility.
- I. No provision of this section shall be construed to exempt an applicant for obtaining additional permits or meeting additional requirements of city, county, state or other appropriate public body with jurisdiction.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.220 Violation—Penalty.**

Any act or omission in violation of this chapter shall be deemed a nuisance. Violation of any provision of this chapter is subject to the code enforcement procedures of Chapters 1.16, 1.20 and 1.24.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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### **13.08.230 Standard construction specifications.**

The workmanship and materials for any work performed under permits issued per this chapter shall be in accordance with the edition of the "Standard Specifications for Public Works Construction," as prepared by the Oregon Chapter of American Public Works Association (APWA) and as modified and adopted by the city, in effect at the time of application. The exception to this requirement is where this chapter and the public works sanitary sewer design standards, the city of Oregon City standard notes, or city of Oregon City standard drawings provide other design details, in which case the requirements of this chapter and the public works sanitary sewer design standards shall be complied with.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.235 Design standards.**

The current version of the Oregon City Public Works Sanitary Sewer Design Standards shall be adhered to for all new sewer construction and connections.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.240 Stormwater and groundwater prohibited.**

- A. Stormwater, including street, roof, or footing drainage, shall not be designed or constructed in a manner to allow discharge into the sanitary sewer system, but shall be removed by a system of storm drains or by some other method separate from the sanitary sewer system. (Language from City of Oregon City Sanitary Sewer Design Standards, § 2.00, paragraph three, page 10.)
- B. No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or ground water to a public sanitary sewer.
- C. Service laterals from building structure to the face of curb or edge of pavement line shall be maintained by the owner of said structure in such a manner as to prevent infiltration of ground water into the sanitary sewer system.
- D. Historic buildings established before the separation of stormwater and sanitary sewer systems may be exempt from groundwater and subsurface discharge into the sanitary sewer system.
- E. Properties may be exempt if removal of stormwater connections to sanitary sewer system is infeasible due to topography or public system constraints.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.250 Party line sewers prohibited.**

No new sewer service lines shall be used by more than one property. Existing party lines shall be modified and separated where practicable per Oregon City Policies and Procedures when repairs or replacements of existing sewers is proposed.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

## **Chapter 13.16 STORM DRAINAGE SERVICE CHARGES**

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### 13.16.010 Intent.

Pursuant to the constitution and general laws of the state and powers granted in the charter of the city, the commission does declare its intention to acquire, own, construct, equip, operate and maintain within and without the city limits, open drainageways, underground storm drains, equipment and appurtenances necessary, useful or convenient for the construction of storm drainage improvements including maintenance, extension and reconstruction of the present storm drainage system of the city.

(Prior code §8-9-1)

### 13.16.020 Definitions.

As used in this chapter, except where the context otherwise requires:

"Area range number (ARN)" are ranges of gross area square footage used to classify nonsingle family residential properties into groups of similar parcel size. Parcels with gross areas of one to two thousand five hundred square feet are assigned an area range number (ARN) 1. Parcels with gross areas of two thousand five hundred to five thousand square feet have an ARN of 2. Parcels with gross areas of five thousand to seven thousand five hundred square feet would have an ARN of 3 and so on so that each additional range of two thousand five hundred square feet shall be counted as an additional ARN of 1.

"Development intensity factor (DIF)" is the runoff coefficient that is indicative of the land use or impervious coverage of each property. The following table represents the DIFs for each of the existing land uses and zoning to the use in the calculations.

<u>Nonresidential Land Use or Zoning</u>	<u>Development Intensity Factor</u>
LOC limited office conditional	0.70
LO limited office	0.80
NC neighborhood commercial	0.80
HC historic commercial	0.70
LC limited commercial	0.70
C general commercial	0.90
CBD central business district	0.90
M1 light industrial	0.70
M2 heavy industrial	0.80
Conditional use or nonconforming	Apply a composite runoff factor

"Equivalent residential unit (ERU)" means a nonresidential configuration estimated to place approximate equal demand on the city's storm drainage system as a residential dwelling unit. The equivalent residential unit (ERU) of a nonresidential property is computed by multiplying the property's area range number (ARN) by its intensity factor (DIF) as follows:

$$ERN = ARN \times DIF$$

"Improved property" means any area which has been altered such that the runoff from the property is greater than that which could have been expected in an undeveloped state. Such condition shall be determined by the city engineer.

"Nonresidential unit" means any building, or facility or other improved property used other than as a residential dwelling unit.

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"Residential dwelling unit" means one or more rooms with bathroom and kitchen facilities designed for occupancy by one family.

(Prior code §8-9-2)

### **13.16.030 Service charges.**

There is established and imposed on all persons occupying improved properties utilizing the city's storm drainage system, a just and equitable storm drainage utility service charge to implement the city's drainage master plan and pay for the city's storm drainage system. Charges collected shall be deposited into the storm drainage fund of the city and used only for storm drainage purposes.

(Ord. 93-1025 §1, 1993: prior code §8-9-3)

### **13.16.040 Determination of service.**

The city commission determines that the property not used for residential dwelling purposes is furnished service in proportion to the size of the property and its development intensity factor based on the definition of "equivalent residential unit" aforesaid.

(Prior code §8-9-4)

### **13.16.050 Rates.**

The following rates are established:

Residential dwelling unit per month	\$2.00
Nonresidential unit per month	2.00/ERU

The service charges, pursuant to this section may be amended by the city commission by resolution so as to continue to recover cost of service.

(Prior code §8-9-5)

### **13.16.060 Payment required.**

Such service charges shall be paid by the current occupant or person entitled to possession of the property from which stormwater discharges (directly or indirectly) to the city storm drainage system.

(Ord. 93-1025 §2, 1993: prior code §8-9-6)

### **13.16.070 Collection.**

The service charges shall be collected with the monthly water bill for those connected to water or billed alone as a storm drainage charge for those users not connected to or not otherwise charged for water service.

(Prior code §8-9-7)

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### **13.16.071 Service charge adjustments and appeals.**

- A. Any person billed for service charges may file a "request for service charge adjustment" with the finance director within thirty days of the date of the bill. However, submittal of such a request does not extend any otherwise applicable deadline requiring payment for the charge. To qualify for any service adjustment or to avoid service interruption, all bills must be timely paid under protest and if an adjustment is granted, any overpayment will be refunded.
- B. A request for service charge adjustment may be granted or approved by the finance director only when one or more of the following conditions exist:
  - 1. The amount charged is in error as an underbill or overbill, resulting from administrative mistake.
- C. Finance director review of service charge adjustment requests shall be based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when the director identifies additional information is needed. The applicant shall have the burden of proving that the adjustment should be granted. The applicant shall be notified in writing of the director's decision.
- D. Service charge adjustments shall be available to the bill then due and bills subsequently issued. Retroactive adjustments may be granted back to the date of the service error or six months, if the date of the error cannot be substantiated. In no event shall the adjustment lookback extend longer than six months. Decisions of the finance director on requests for service charge adjustments shall be final and not appealable to the city commission.

### **13.016.075 Delinquent Charges.**

All charges for managing stormwater within the city shall be chargeable to the premises where stormwater is conveyed, unless determined to be exempt. Whenever any charge for managing stormwater shall not be paid when due, the same shall become delinquent and shall be subject to a delinquent payment penalty fee and discontinuance of water service. Written notice of shutoff of water shall be given by mail in advance of such shutoff. After water service has been discontinued, water shall not again be furnished until all outstanding charges, including stormwater charges, shall have been paid in full. All charges for managing stormwater or for services relating to the management of stormwater shall be a lien on the property to which the stormwater or stormwater services are managed. Enforcement of the lien may be commenced at any time after the charge or charges are delinquent for thirty days by suit in equity following the procedures for foreclosure of a mortgage.

### **13.16.080 Recovery of unpaid charges.**

~~Any charge due hereunder which shall not be paid when due shall be collectable pursuant to collection efforts or other lawful remedies of the city, but no lien may be placed on the property solely for failure to pay the service charges. The city may curtail or cut off the supply of water or other city services to persons who have failed to pay unpaid charges. In no event shall water supply be withheld from any new occupant of property because of the failure of a prior occupant to pay a storm drainage utility service charge.~~

~~(Ord. 93-1025 §3, 1993; prior code §8-9-8)~~

### **13.16.090 Right of entry.**

Subject to Constitutional limitations, the employees of the city shall at all reasonable times have access to any premises served by the city for inspection, repair or the enforcement of the provisions of this chapter.

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(Prior code §8-9-9)

### **13.16.100 Exemptions, reductions and appeal.**

~~Vacant and unimproved properties within the city are exempt from the charges in Section 13.16.050. Any other person seeking an exemption or reduction in the storm drainage fee, or appealing therefrom, may do so pursuant to a demonstration to the city manager or the manager's designee that the public storm drain service does not receive stormwater from property used or occupied by that person. Such demonstration shall include evidence of legal disposal of stormwater to a private retention system, private storm drain system, public water body, or other receiving facility.~~

~~(Ord. 93-1025 §4, 1993; prior code §8-9-10)~~

- A. ~~Vacant and unimproved properties within the city are exempt from the charges in Section 13.16.030.~~
- B. ~~Any person seeking a reduction in the storm drainage fee, or appealing therefrom, may do so pursuant to a demonstration to the public works director or their designee subject to the following:~~
  - 1. ~~Properties containing single family houses, ADUs, duplex, triplex, and quadplex are not eligible for a reduction.~~
  - 2. ~~Pre-existing Development. Where stormwater is directed directly into the main channel of Abernethy, Clackamas, or Willamette Rivers without any downstream water flowing through a City maintained sewer, culvert, bridge or ditch and the stormwater system otherwise complies with the most recent version of the Stormwater and Grading Design Standards at time of filing the permit or appeal, the applicant is eligible for a reduction in the amount of no more than 25% of the stormwater charge.~~
  - 3. ~~New Development. Where the stormwater system complies with the most recent version of the Stormwater and Grading Design Standards at time of filing the permit or appeal; and incorporates some form of enhanced water quality beyond the requirements of the Oregon City Municipal Code and Stormwater and Grading Design Standards, including but not limited to, items such as green roofs, rainwater harvesting, constructed wetlands, etc, the applicant is eligible for a reduction proportionate to the total amount of water subject to enhanced treatment, but no more than 25% of the stormwater charge.~~
- C. ~~Review of exemptions and reductions of the storm drainage fee by the public works director are final and not subject to further appeal.~~

### **13.16.110 Reduced rates and financial assistance.**

~~A residential customer may qualify for a reduced user rate, or other financial assistance, if certain criteria are met, including if the income of the residents meet certain criteria. Customers requesting the reduced user rates, or other financial assistance, shall make written application and shall certify as to meeting the income criteria established.~~

## **Chapter 13.30 TRANSPORTATION UTILITY FEES**

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### **13.30.010 Purpose.**

The purpose of this chapter is to provide cost recovery for maintaining and operating the city of Oregon City transportation system. There is created an enterprise fund known as the "city of Oregon City transportation maintenance fund." All fees and charges imposed herein shall be placed in said fund for the purpose of paying expenses related to the replacement, repair, maintenance, operation, or administration of the transportation system as described in this chapter.

(Ord. 08-1007 § 1(part), 2008)

### **13.30.020 Applicability.**

The requirements of this chapter shall apply to all real property in the city of Oregon City, including publicly and privately owned property.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

### **13.30.030 Definitions.**

As used in this chapter:

"City" means the city of Oregon City, Oregon, or as indicated by the context, may mean any official, officer, employee or agency representing the city in the discharge of his or her duties.

"City roads" means all roads, public and private, excluding state and county roads, within the city limits of Oregon City.

"Developed property" means real property that has been altered by development coverage.

"Gross square footage" means the calculated area of all structures, located on a site, measured along the exterior walls of such structures, including but not limited to enclosed courtyards, stairwells, and square footage on each level of multi-story structures, but not including fences and parking areas which are not enclosed within a building.

"ITE Manual" means the Institute of Transportation Engineers Trip Generation Manual, ninth edition.

"Manager" means the city manager or his or her designee.

"Multi-family residence" means a residential structure accommodating two or more dwelling units.

"Schools" means all schools, kindergarten through grade twelve, providing busing and located within the city limits of Oregon City.

"Service charges" means the amount owed after applying the appropriate rate to property based upon factors established by this chapter.

"Single-family residence" means a residential structure accommodating one dwelling unit.

"Unit rate" means the dollar amount charged per adjusted average daily trip. There shall be a unit rate applied to residential land uses, identified as the residential unit rate, and a unit rate applied to all other land uses, identified as the nonresidential unit rate.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

**13.30.040 Rate structure.**

- A. Service charges for the transportation utility fee are authorized and imposed in amounts and on terms consistent with this chapter.
- B. The rates and service charges shall be based on the service provided and the relative usage of the city transportation system for a given property. The estimated or measured trip generated will be used to determine the relative usage of the property. The rate shall be calculated by multiplying the unit rate by the assigned average daily trip estimate. Average daily trip estimates shall be as follows:
  - 1. Undeveloped Property. Undeveloped property shall not be charged.
  - 2. City Roads. City roads shall not be charged.
  - 3. Single-Family Residential Property. The monthly service charge for single-family residential property shall be computed by multiplying the unit rate times 9.57 trips per day.
  - 4. Multi-Family Residential Property. The monthly service charge for multi-family residential property shall be computed by multiplying the unit rate times 6.72 trips per day.
  - 5. Schools. The monthly service charge for schools shall be computed by multiplying the unit rate times the number of average daily trips applicable to the school, as delineated below:

Elementary schools	0.76 ADTs per student
Middle schools	0.96 ADTs per student
High schools	1.01 ADTs per student

- 6. All Other Developed Properties. The monthly service charge for all other developed properties, including publicly-owned properties, shall be computed by multiplying the unit rate times the number of average daily trips assigned to the bin that is applicable to the property, as delineated in Appendix A (copy on file at the office of the city recorder). All uses not identified in Appendix A (copy on file at the office of the city recorder) shall be assigned to a trip bin based on their trip generation as specified in the ITE Manual.

Bin 1	2 average daily trips
Bin 2	10 average daily trips
Bin 3	25 average daily trips
Bin 4	40 average daily trips
Bin 5	100 average daily trips

- 7. When a particular property includes multiple business types (multiple bin assignments), the rate will be established based on charging each business types in their appropriate bin.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

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### 13.30.050 Unit rate established.

The residential unit rate, to be applied to residential land uses, is established at one dollar and fifteen cents per adjusted average daily trip. The nonresidential unit rate, to be applied to all other land uses, is established at \$0.189 per adjusted average daily trip. Either or both of the residential and the nonresidential unit rates may be revised by resolution of the city commission from time to time. The unit rates shall be adjusted annually to account for inflation in an amount of no more than three percent.

The residential and nonresidential unit rates will be phased in over a five-year period according to the schedule below. The rates for fiscal years 2009/2010 through 2012/2013 include a three percent escalation factor.

Time Period	Residential Rate per Trip	Nonresidential Rate per Trip
July 1, 2008 through June 30, 2009	\$0.470	\$0.077
July 1, 2009 through June 30, 2010	0.627	0.103
July 1, 2010 through June 30, 2011	0.784	0.129
July 1, 2011 through June 30, 2012	0.940	0.154
July 1, 2012 through June 30, 2013	1.172	0.192

(Ord. 08-1007 § 1(part), 2008)

### 13.30.060 Service charge adjustments and appeals.

- A. Any person billed for service charges may file a "request for service charge adjustment" with the **manager finance director** within thirty days of the date of the bill. However, submittal of such a request does not extend the period of payment for the charge. **To qualify for any service adjustment or to avoid service interruption, all bills must be timely paid under protest and if an adjustment is granted, any overpayment will be refunded.**
- B. A request for service charge adjustment may be granted or approved by the **manager finance director** only when one or more of the following conditions exist:
1. The amount charged is in error **as an underbill or overbill, resulting from administrative mistake;** or
  2. The property is nonresidential and the actual trips generated by that property, as established by an engineer at the expense of the owner, **and as supported by the public works director,** would result in inclusion in a trip bin characterized by greater than or less than the applied average daily trip estimate used in determining the charge; or
  3. The property exists in its natural unimproved condition and will remain in its natural unimproved condition with no allowable human activities or man-made improvements that would generate trips to or from the property.
- C. ~~Service charge adjustments will only apply to the bill then due and payable, and bills subsequently issued. The property owner shall have the burden of proving that the service charge adjustment should be granted.~~
- Finance director review of service charge adjustment requests shall be based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when the director identifies additional information is needed. The applicant shall have the burden of proving that the adjustment should be granted. The applicant shall be notified in writing of the director's decision.
- D. ~~Decisions on requests for service charge adjustments shall be made by the manager based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when additional information is needed. The applicant shall be notified in writing of the manager's decision.~~

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~~E. — Decisions of the manager on requests for service charge adjustments shall be final.~~

D. Service charge adjustments shall be available to the bill then due and bills subsequently issued. Retroactive adjustments may be granted back to the date of the service error or six months, if the date of the error cannot be substantiated. In no event shall the adjustment lookback extend longer than six months. Decisions of the finance director on requests for service charge adjustments shall be final and not appealable to the city commission.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

### **13.30.065 Exemptions.**

Vacant and unimproved properties within the city are exempt from the charges in Section 13.30.050.

### **13.30.070 Reduced rates and financial assistance ~~Transportation utility rate waivers.~~**

A residential customer may qualify for a reduced user rate, or other financial assistance, if certain criteria are met, including if the income of the residents meet certain criteria. Customers requesting the reduced user rates, or other financial assistance, shall make written application and shall certify as to meeting the income criteria established.

~~A. — The principal residence of a person may qualify for a special user rate if the person meets certain income criteria as established by resolution of the city commission.~~

~~1. — Any person desiring to receive a transportation rate hardship waiver must submit an application to the city on forms to be provided by the city. Persons requesting transportation rate hardship waiver shall make annual written application for rate credits and shall certify as to meeting the income criteria established by the city commission.~~

~~2. — The amount of transportation utility hardship waivers for eligible persons provided under this chapter shall be established by resolution of the city commission.~~

~~B. — When any developed property within the city becomes vacant as described below, upon written application and approval by the manager, the transportation rate shall thereafter not be billed and shall not be a charge against the property.~~

~~1. — The manager is authorized to cause an investigation of any property for which an application for determination of vacancy is submitted to verify any of the information contained in the application. The manager is further authorized to develop and use a standard form of application, provided it shall contain a space for verification of the information and the person signing such form affirms under penalty for false swearing the accuracy of the information provided therein.~~

~~2. — For purposes of this section, a unit of property is vacant when it has been continuously unoccupied and unused for at least ninety days. Fees shall be waived in accordance with this section only while the property remains vacant. Any occupancy or use of the property terminates the waiver. The city may charge any property with the appropriate transportation rate, including charges for prior billing periods, upon determining by whatever means that the property did not qualify for waiver of charges during the relevant time. The decision of the manager under this section shall be final.~~

~~C. — It is unlawful for any person to make, assist in making or to derive the benefits from any false application for a waiver provided under this chapter. In addition to other penalties provided by law, the city shall be entitled~~

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~~to recover from any person or persons receiving the benefit of a waiver as a result of any false statement made in any application the amount therefore, including interest from the date the waiver was granted.~~

(Ord. 08-1007 § 1(part), 2008)

### **13.30.080 Use of funds.**

Service charges collected under this chapter shall be accounted for separately and expended only for the purpose of paying all or any part of the cost and expense of maintaining the city's transportation system. In expending funds, the city shall endeavor to expend funds based on the following priorities:

- A. Pavement management;
- B. Maintaining and operating the transportation system.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 15-1001, § 5, 3-18-2015)

### **13.30.090 Commencement of charges and collection.**

- A. For new construction, service charges will commence with the issuance of a building permit or installation of a water meter, whichever comes first. Real property annexed to the city shall begin paying the fee the first month following their annexation. For existing structures, service charges will commence on July 1, 2008.
- B. The service charges imposed by this chapter shall be collected with the monthly city utility bill for those properties connected to water or billed alone as a transportation utility fee for those users not connected to or not otherwise charged for water service. The actual costs of billing, collecting and remitting the fees may be paid from the transportation maintenance fund. The transportation utility fee shall be calculated as a monthly charge; however, the fee may be billed on a schedule other than a monthly schedule.
- C. The manager may adopt and amend such rules and policies as are necessary for administration of this chapter.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

### **13.30.100 Delinquent charges.**

~~All charges for managing pavement maintenance within the city shall be chargeable to the premises where water is supplied. Whenever any charge for managing pavement maintenance shall not be paid when due, the same shall become delinquent and shall be subject to a delinquent payment penalty fee and discontinuance of water service. Written notice of shutoff of water shall be given by mail in advance of such shutoff. After water service has been discontinued, water shall not again be furnished until all outstanding charges, including pavement maintenance charges, shall have been paid in full. All charges for managing pavement maintenance or for services relating to the management of pavement maintenance shall be a lien on the property to which the water services are supplied. Enforcement of the lien may be commenced at any time after the charge or charges are delinquent for thirty days by suit in equity following the procedures for foreclosure of a mortgage.~~

~~Payment of a fee is delinquent if not paid within thirty days of the date of the bill. Billing and collecting agents of the transportation utility fee designated by the city may use any legal means available to collect~~

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~~delinquent service charges. Delinquent accounts shall be treated in the same manner as delinquent water service accounts under OCMC Section 13.04.220.~~

(Ord. 08-1007 § 1(part), 2008)

## Chapter 13.04 WATER SERVICE SYSTEM<sup>1</sup>

### 13.04.010 Application for service.

When water service is requested where connection of the premises to the city mains is required, applications must be made to the city, signed by the owner, or agent of the premises to be served, and the applicant must state fully and truly all the purposes for which water may be required, and must agree to conform to the rules and regulations that are now in force or may hereafter be adopted for the proper operation of the water system. The charges for supplying a water service connection shall be in accordance with a schedule of charges adopted by the city commission. All new water service connections shall be metered.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### 13.04.020 Use by applicant only.

No person supplied with water from the city mains will be entitled to use it for any purpose other than that stated in his application, or to supply in any way other persons or families.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### 13.04.030 Permits—Renewal—Change of service.

- A. The city issues engineering permits for water line work in the right-of-way either as a separate public works permit or as part of overall issued public infrastructure construction plans. The various fees for these permits are approved and modified from time to time by the city commission. Failure to meet the conditions of the issued permit shall constitute a violation of the municipal code.
- B. When permits for renewal or change of service are granted, the old service will be shut-off and disconnected at the main by the contractor and inspected by employees of the city. The charge for same shall be the reasonable costs as determined by administrative policy.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### 13.04.040 Service pipe—Approval.

Service pipes, of all sizes, within or without the premises, whether for domestic, commercial or fire protection purposes, must be approved by the city.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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<sup>1</sup>Editor's note(s)—Ord. No. 21-1003, § 1(Exh. A), adopted February 3, 2021 amended Chapter 13.04 in its entirety to read as herein set out. Former Chapter 13.04, §§ 13.04.010—13.04.340, pertained to similar subject matter, and derived from prior code §§ 3-3-1—3-3-33; Ord. No. 98-1001, 1998; Ord. No. 04-1006, 2004 and Ord. No. 10-1003, adopted July 7, 2010.

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#### **13.04.050 Service pipe—Installation.**

The installation of all service pipes from the main to the meter box shall be made by the contractor and inspected by employees of the water department.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.060 Stopcock and shutoff box.**

A stopcock of approved pattern and material will be placed and protected by means of the meter box, which will be furnished and installed by the contractor and inspected by the water department.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.070 Stop and waste cocks.**

Just inside the basement wall a stop and waste cock of approved pattern, protected from frost, must in all cases be placed in a convenient location, by means of which the pipes in the building may be drained at night during freezing weather. If the building is not provided with a basement, the stop and waste cock must be placed near the outside wall thereof. All stores and offices in the building must have separate shutoffs.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.080 Service pipes—Repair and protection.**

The service pipe, within the premises, and throughout its entire length to the curb cock must be kept in repair and protected from freezing at the expense of the owner, who shall be responsible for all damages resulting from leaks or breaks in the service pipe.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.090 Temporary disconnection.**

Should it be desired to discontinue the use of all water supplied to the premise for a period of not less than fifteen days, notice must be given, and payment in full of all arrears made at the utility billing office. The water will then be turned off, and turned on again on application, without charge; provided however, no remission of rates will be made for a period of less than fifteen days.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.100 Service for each house.**

Hereafter, a separate service direct to the tap in the main, will be required for each house or business that is to be supplied with water. A separate meter provided for each place to be so supplied. Where two or more separate residential or business buildings are presently served by a single service the public works director may require separate meter installations wherever possible. A double check valve assembly (DCVA) is required for services that are commercial in nature (includes multi-family dwellings).

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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#### **13.04.110 Discontinuance—Defective fixtures.**

Water will not be furnished where there is defective or leaking faucets, toilets or other fixtures, or where there are toilets or urinals without self-closing valves, or tanks without self-acting float valves; and when such may be discovered the water superintendent shall have authority to immediately install a meter.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.120 Public water usage.**

Contractors must obtain a "hydrant meter" from the city for any unmetered city water usage.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.130 Shut-off for repairs.**

The water may at any time be shut off from the mains without notice, for repairs or other necessary purposes, and the city will not be responsible for any consequent damages. Water for steam boilers for power purposes will not be furnished by direct pressure from the city mains; tanks for holding an ample reserve of water shall always be provided by the owners of the boilers. While water is temporarily shut off from the mains, the hot water faucets should be kept open by the occupants of the premises to allow the steam to escape from the water heater and should damage result to meters by reason of steam or hot water, the owner shall be charged for repairs.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.140 Right-of-entry.**

Agents of the public works department may have free access at proper hours of the day to all parts of the building and premises in which water may be delivered from the city mains, for the purpose of inspecting the condition of the pipes and fixtures and the manner in which the water is used, and for the purpose of fixing water rates for the premises. Public works department staff will not enter into private property without notice and consent of the property owner unless an emergency situation exists, and the property owner did not respond to initial contact or unless previous arrangements have been made to have unnoticed access to the property. The property owner shall not obstruct the meter box or they will be subject to code enforcement action.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.150 Emergency regulations.**

Under emergency conditions the city manager may enforce such regulation of the use of water as conditions require.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.160 Water for building purposes.**

Water for building purposes may be obtained at the rates herein prescribed.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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### **13.04.170 Fire protection pipes.**

Pipes to be used for fire purposes only will be allowed within buildings only where such pipes are entirely disconnected from those used for any other purposes and have a separate connection to the mains. A double check detector assembly (DCDA) is required for all stand-alone fire lines and is to be installed in a vault as close to the property line as possible. The connection with the city main must be made as prescribed in Sections 13.04.050 and 13.04.060.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.180 Use of meters.**

- A. The public works department and its agents shall have the right at any time to attach a meter to, or detach a meter from the service pipe of such places and of such places only, as is deemed best; and where water is supplied through a meter to charge for the quantity of water used or measured at the regular established meter rates. When a meter fails to register accurately, the charge shall be according to the average quantity used daily, as shown by the meter when in order.
- B. The public works department and its agents shall immediately install a meter for any unmetered consumer who is found guilty of violating any of the rules and regulations of the public works department.
- C. Any householder desiring metered water service may obtain the service by making written application to the city for the installation of a meter and by agreeing to pay for the quantity of water used or measured at the regular established meter rates.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.190 Ownership of meters.**

All meters shall be and remain the property of the city and may be removed whenever the public works department may decide to do so.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.200 Use of private water and city water.**

Buildings supplied with water other than that furnished by the city, may obtain city water at meter rates; provided, that no physical connection shall in any way, directly or indirectly exist between the private system and the city's water system. Approved backflow protection is required immediately behind the meter when potential for cross connection exists (wells). The backflow assembly must be tested in place before city water is turned on. When a connection is found to exist, the water will be shut off.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.210 Testing and correcting meters.**

When any consumer whose water supply is metered shall make a complaint that the bill for any particular month is excessive, the water superintendent will, upon request, have the meter reread.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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### **13.04.220 Failure to comply with rules.**

Should anyone fail to comply with the rules and regulations established as conditioned to the use of water, or to pay the water rates at the time and manner hereafter provided, the water may be shut off until payment is made of the amount due, including delinquent payment penalty fees, as well as the amount for the expense of turning the water on. Failure to comply with required annual testing of backflow assemblies will also result in discontinuation of water service.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.230 Authority to turn on water.**

After the water has been shut off at the curb cock, if it should be turned on by any person other than an employee of the public works department, the water will be again shut off, a section of the service pipe removed, and service will not be furnished until the arrears, current month and an additional charge for the reasonable cost of disconnection and resumption of service, as determined by administrative policy, are paid. If the curb cock is damaged from being operated by parties other than city agents, the party who is responsible will be billed for city agents to repair.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.240 Delinquent Charges.**

All charges for furnishing water within the city shall be chargeable to the premises where water is supplied. Whenever any charge for furnishing water shall not be paid when due, the same shall become delinquent and shall be subject to a delinquent payment penalty fee and discontinuance of service. Written notice of shutoff of water shall be given by mail in advance of such shutoff. After water service has been discontinued, water shall not again be furnished until all outstanding charges shall have been paid in full. All charges for furnishing water or for services relating to the furnishing of water shall be a lien on the property to which the water or water services are supplied. Enforcement of the lien may be commenced at any time after the charge or charges are delinquent for thirty days by suit in equity following the procedures for foreclosure of a mortgage.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.250 Applications.**

Applications for permits to connect premises with the city water system, or requests to turn off water, shall, in all cases, be in writing and signed by the owner, lessee, or agent of the premises to be served.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.260 Water rates.**

- A. Water Rates in City. The rates for water furnished by the city to each user within the city limits shall be established by city commission resolution.
- B. Water Rates Outside City. The rates for water furnished by the city to each user outside of the city limits shall be one and one-half times the rate charged to users within the city limits.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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### 13.04.270 Meter sizes.

The minimum meter sizes shall be as follows:

Unit	Size in Inches
1 unit	$\frac{3}{4}$
2—4 units	1 (or two $\frac{3}{4}$ " for duplexes)
5—10 units	1 $\frac{1}{2}$
11—30 units	2 disc
31—50 units	2 compound

All services shall have the proper size meters as designated by the public works director and approved by the city engineer on existing and future meter installations, and the user shall pay the minimum charge per Section 13.04.260 above for large-size meters. Proper backflow protection is required on all services two inches and greater in size.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### 13.04.275 Service charge adjustments and appeals.

- A. Any person billed for service charges may file a "request for service charge adjustment" with the finance director within thirty days of the date of the bill. However, submittal of such a request does not extend any otherwise applicable deadline requiring payment for the charge. To qualify for any service adjustment or to avoid service interruption, all bills must be timely paid under protest and if an adjustment is granted, any overpayment will be refunded.
- B. A request for service charge adjustment may be granted or approved by the finance director only when one or more of the following conditions exist:
1. The amount charged is in error as an underbill or overbill, which may be the result of a meter malfunction, not caused by tampering or other damage by customer, meter reading errors or administrative mistakes; or
  2. A leak adjustment is requested
    - a. In order to qualify for the leak adjustment the customer must provide documentation, such as a plumber's bill or receipt, that a leak did exist, the leak was sufficient in size to use an excessive amount of utility service and that the leak has been fixed.
    - b. The customer request must be in writing and must include the customer name, service address, date of request, date leak was detected, date leak was repaired and a description of the repairs made.
    - c. The leak adjustment will be applied to the overage of utility service above average usage and any related fees such as sewer adjustments if applicable.
    - d. If there is no previous usage history available, consumption may be estimated on the basis of usage levels of similar customers and under similar conditions. The adjusted portion will be calculated at half the current water rate charged. The adjustment will be credited to the customer account after the utility has obtained a full month meter reading.

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- C. Finance director review of service charge adjustment requests shall be based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when the director identifies additional information is needed. The applicant shall have the burden of proving that the adjustment should be granted. The applicant shall be notified in writing of the director's decision.
  - D. Service charge adjustments shall be available to the bill due and bills subsequently issued. Retroactive adjustments may be granted back to the date of the service error or leak, or six months, if the date of the error or leak cannot be substantiated. In no event, shall the adjustment lookback extend longer than six months. Decisions of the finance director on requests for service charge adjustments shall be final and not appealable to the city commission.

#### **13.04.276 Exemptions.**

Vacant and unimproved properties within the city are exempt from the charges in Section 13.04.260.

#### **13.04.280 Reduced rates and financial assistance.**

A residential customer may qualify for a reduced user rate, or other financial assistance, if certain criteria are met, including if the income of the residents meet certain criteria. Customers requesting the reduced user rates, or other financial assistance, shall make written application and shall certify as to meeting the income criteria established.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.300 Cost participation.**

In the event it is necessary for any developer to extend a city water main larger than necessary to serve the particular development, the city may agree to participate with the developer in the excess cost, said cost participation may be paid from the water fund.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

#### **13.04.310 Water connection—Required.**

- A. All new residences, other new buildings, or any other new use requiring domestic water must be connected to the city water service if the same is available at the time of construction and prior to the use thereof.
- B. All residential and other uses connected to a public water supply system must be connected to the city system within sixty days of the city water being made available. All water connections must meet current city standards and regulations.
- C. Domestic backflow prevention is required on services that:
  - 1. Are commercial in nature (includes multi-family dwellings),
  - 2. Are greater than or equal to two inches in diameter,
  - 3. Have piping higher than thirty-two (32) feet above the water main,
  - 4. Have a potential hazard to the public water supply, in the discretion of the Oregon City Water Division (includes new or existing wells), or
  - 5. Irrigation backflow prevention is required on all irrigation systems.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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### 13.04.315 Definitions.

The following definitions shall apply to this chapter:

"Backflow" means any reversal of the normal flow of water from the distribution system that may allow contamination or pollution of the public water supply and render it nonpotable.

"Backflow prevention device or assembly" means any devices or assemblies, or methods approved by the appropriate regulatory agencies for use in the prevention of backflow.

"Contamination" means an impairment of the quality of water that creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids, wastes, etc.

"Cross-connection" means any actual or potential piping connection or structural arrangement allowing the introduction of any liquid, gas, material or substance into any potable water system, thereby rendering it nonpotable.

"Distribution system" means the network of storage facilities, pumps, pipes, valves and other appurtenances between the source and the point of delivery of potable water in the public water system.

"Nonpotable water" means potable water that has been chemically, biologically or physically altered and thereby rendered unfit for human consumption.

"Point of delivery" means the terminal end of a service connection between the distribution system and the consumer's water system at which point the city of Oregon City loses its jurisdiction of and sanitary control over the potable water supply.

"Pollution" means an impairment of the quality of water to a degree that does not create a hazard to public health but affects the aesthetic qualities of such water for domestic use.

"Potable water" means water from any source that has been investigated by the health agency having jurisdiction and has been approved for human consumption.

"Public water supply" means the distribution system supplying potable water to the city of Oregon City consumers.

"Regulatory agencies" means one or more of the following agencies whose specifications and requirements, as presented in their associated publications are accepted as industry standards:

American Water Works Association—Standards C510, C511 and Manual M14.

American Water Works Association, Pacific Northwest Section—Cross-Connection Control Manual, Seventh Edition, 2012.

Department of Human Services—OAR 333-061-0025 (9), OAR 333-061-0070, OAR 333-061-0071.

University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research—Manual of Cross Connection Control, Tenth Edition, 2009.

"Service connection" means the supply piping between the distribution system main and the consumer's water system, normally terminating at the downstream end of the water meter.

"Unprotected cross-connection" means any cross-connection which may exist that allows the introduction of any liquid, gas, material or substance into the public water supply, thereby rendering it nonpotable.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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### **13.04.320 Control of cross-connections.**

The city shall establish, maintain and monitor an on-going cross-connection control program which shall be administered by the public works director and/or their designated appointee(s). Information pertaining to the policies and procedures of the program can be obtained from the public works director.

(Ord. 98-1001 (part), 1998)

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.330 Back-flow prevention assemblies.**

The public water supply shall be protected from any existing and/or future unprotected cross-connections by the installation of an approved backflow prevention assembly at or near the point of delivery according to standards and procedures established by one or more of the defined regulatory agencies. Backflow prevention shall be required in circumstances where an unprotected cross-connection condition may exist. Failure to install an approved backflow assembly or conduct a required annual test on a backflow assembly shall result in denial or discontinuation of water service.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.04.340 Standard construction specifications.**

The workmanship and materials for any work performed under permits issued per this chapter shall be in accordance with the edition of the "Standard Specifications for Public Works Construction," as prepared by the Oregon Chapter of American Public Works Association (APWA) and as modified and adopted by the city, in effect at the time of application. The exception to this requirement is where this chapter and the Public Works Water Distribution System Design Standards provide other design details, in which case the requirements of this chapter and the Public Works Water Distribution System Design Standards shall be complied with.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

## **Chapter 13.08 SEWER REGULATIONS<sup>2</sup>**

### **13.08.010 Sewer connections—Required.**

- A. All water closets, privies, sinks, bathtubs and drains containing or carrying sewerage in all houses located within the boundaries of any sewer district heretofore established or that may hereafter be established and in which persons are residing shall be connected with the public system of sewers, and within the time specified in the ordinance creating the sewer district.
- B. It is unlawful for any person to reside in any house or upon any premises within the boundaries of any sewer district in the city, after the time specified for connecting the house or premises as provided in the ordinance

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<sup>2</sup>Editor's note(s)—Ord. No. 21-1003, § 1(Exh. A), adopted February 3, 2021 amended Chapter 13.08 in its entirety to read as herein set out. Former Chapter 13.08, §§ 13.08.010—13.08.230, pertained to similar subject matter, and derived from prior code §§ 8-5-1—8-5-22; Ord. No. 90-1052, 1990; Ord. No. 91-1021, 1991; Ord. No. 99-1004, 1999 and Ord. No. 10-1003, adopted July 7, 2010.

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establishing the sewer district in which the house or premises is located unless the house or premises has been connected with the sewer system owned and operated by the City as provided in this section.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.015 Sewer connections—Exemptions.**

Properties may remain on septic if the public sewer is not physically and legally available as defined by OAR 340-071-0160.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.016 Cross connections.**

Sanitary sewers may not connect or convey any sewage to storm sewers.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.020 Connection required—Notice.**

It shall be the duty of the chief of police to ascertain all houses and premises in the districts, whose owners have not complied with the ordinance providing for the connection of the privies, located therein or upon such premises, and to post a notice thereon, that it shall be unlawful for any person to reside in the house or upon the premises, while the water closets, sinks, bathtubs and drains used in connection with the house or premises, remain unconnected with the public sewer in such district.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.030 Privies.**

All property owners within a sewer district are required to close and properly fill with earth all privy vaults, cesspools and septic tanks within the time specified in the ordinance establishing the sewer district and hereafter it is unlawful for any property owner to dig or make use of any cesspool, privy vault or septic tank within any sewer district in which there has been a public sewer constructed to serve the premises.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.040 Engineer—Approval required.**

All connections made with any public sewer or drain in the city shall be made according to the specifications made or approved by the city engineer.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.050 Engineer—Permits.**

- A. The city issues engineering permits for sewer line work in the right-of-way either as a separate public works permit or as part of overall issued public infrastructure construction plans. The various fees for these permits are approved and modified from time to time by the city commission. Failure to meet the conditions of the issued permit shall constitute a violation of the municipal code.

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- B. The city engineer is authorized to grant such permits as deemed necessary for allowing persons to tap the public sewers, and to make connections therewith; provided however, that the permit shall be granted on the express condition that the owner or tenant for whose benefit such connection shall be made, and each succeeding tenant shall in consideration of the privilege thereby granted, hold the city harmless for any loss or damage that may in any way result from or be occasioned by any such tap or connection.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.060 Bond required.**

No person shall be authorized by the engineer to do this work of making connections with any of the public sewers or drains until that person has furnished and filed a surety company bond in the office of the recorder in the sum of five hundred dollars conditioned that to indemnify and save harmless the city from all loss or damage that may be occasioned in any way by accident or the want of care or skill in the prosecution of such work or that may be occasioned by reason of any opening made or caused to be made in a street, market place, or public ground in making of any public or private sewer or drain as aforesaid; and conditioned also to promptly at the proper time replace and restore the street and pavement over the opening to as good state and condition as it was found previous to the opening of the same, and to conform in all respects to the rules and regulations which may from time to time be established by the commission in relation to putting junctions and tapping of the sewers and drains.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.070 Acceptance of connection by city.**

Each person so licensed who shall make connections with the sewers or drains, shall keep in repair and good order the whole of the work executed until the same is accepted by the city engineer, or such other person as may be designated for that purpose, which acceptance shall be given in writing, and shall not be given until the expiration of one year after the completion of the work.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.080 Notification of engineer.**

After the permit has been issued notice in writing must in all cases be left in the office of the city engineer by the person who is about to make the connection with any sewer or drain, stating the time when the work will be ready for inspection previous to making the connection.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.090 Connections to existing work.**

- A. No drain pipe can be extended from work previously done and accepted, or new connection at any time be made with such work unless previous notice of at least twenty-four hours is given to the engineer and permit issued.
- B. In case it shall be necessary to connect a drain or sewer pipe with a public sewer when no junction is left in the same, the new connection with the public sewer can only be made when an officer of the city, duly authorized, is present to see the whole of the work done.

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C. Connections from new development shall connect to the system of drains and sewers operated by the city of Oregon City. Alternative connections may be allowed solely at the discretion of the city engineer.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.100 Barriers.**

All openings and obstructions in any street must be carefully guarded by the person holding the permit authorizing such opening or obstructions at all times with sufficient barriers, and during the nighttime shall be indicated by colored lights, and such other precautions shall be taken as shall be necessary to guard the public against accidents, and at all times the work shall be so done as to cause the least inconvenience to property owners and the general public.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.110 Condition of fixtures.**

It is unlawful for any person in possession of premises into which a pipe or other connection with the public sewers or drains has been laid for the purpose of carrying off animal refuse from privies or water closets, slops from kitchens, or other purposes, to allow the same to remain without good and perfect fixtures so attached as to allow a sufficiency of water to be so applied as to properly carry off such matters and to keep the same unobstructed.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.115 Condition of service lines.**

The service pipe, within the premises, as defined in the sanitary sewer design standards, and throughout its entire length must be kept in good repair at the expense of the owner, who shall be responsible for all damages resulting from leaks or breaks in the service pipe.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.120 Permit revocation.**

Any person authorized to make connections with sewers or drains who shall be guilty of any violation of the provisions of this chapter shall be immediately deprived of a permit.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.125 Right of entry.**

Agents of the public works department may have free access to view the inside of private sewer laterals located on private property that connect to city mains by a camera. Public works department staff will not enter into private property without notice and consent of the property owner.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

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### **13.08.130 Development and user charges.**

The city may also establish connection charges and sewer user fees. The amounts of such charges and fees for sewer shall be set by resolution of the city commission. Any connection charge shall be no greater than the amount necessary to reimburse the city for its average cost in inspecting and installing connections.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.140 Applications outside city limits.**

An applicant owning property outside the city limits may apply for permission to connect with the sewer in like manner as one within the city limits and outside of a created sewer district. An applicant owning property outside the city limits, but within the urban growth boundary, may be forced to connect to public sewer, and annex to the city, if the septic is failing and the public sewer is physically and legally available as defined in OAR 340-071-0160. The city may charge different rates for those properties not within city limits.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.150 Permit issuance—Connection supervision.**

When permission is granted by the commission and the fees paid by the applicant a copy of the permit shall be given by the city engineer who, at the expense of the applicant, shall superintend the connection of the sewer with the sewer system in the sewer district in which the privilege has been granted and upon the completion of the connection shall return the same to the recorder with endorsement of the time and place of connection.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.155 Service charge adjustments and appeals.**

- A. Any person billed for service charges may file a "request for service charge adjustment" with the finance director within thirty days of the date of the bill. However, submittal of such a request does not extend any otherwise applicable deadline requiring payment for the charge. To qualify for any service adjustment or to avoid service interruption, all bills must be timely paid under protest and if an adjustment is granted, any overpayment will be refunded.
- B. A request for service charge adjustment may be granted or approved by the finance director only when one or more of the following conditions exist:
  - 1. The amount charged is in error as an underbill or overbill, resulting from administrative mistake; or
  - 2. A water leak adjustment is requested as set forth in OCMC 13.04.275.
- C. Finance director review of service charge adjustment requests shall be based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when the director identifies additional information is needed. The applicant shall have the burden of proving that the adjustment should be granted. The applicant shall be notified in writing of the director's decision.
- D. Service charge adjustments shall be available to the bill due and bills subsequently issued. Retroactive adjustments may be granted back to the date of the service error or leak, or six months, if the date of the error cannot be substantiated. In no event, shall the adjustment lookback extend longer than six months.

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Decisions of the finance director on requests for service charge adjustments shall be final and not appealable to the city commission.

**13.08.156 Exemptions.**

Vacant and unimproved properties within the city are exempt from the charges in Section 13.08.130.

**13.08.157 Delinquent Charges.**

All charges for furnishing sewer within the city shall be chargeable to the premises where sewer is supplied. Whenever any charge for furnishing sewer shall not be paid when due, the same shall become delinquent and shall be subject to a delinquent payment penalty fee and discontinuance of service. Written notice of shutoff of water shall be given by mail in advance of such shutoff. After water service has been discontinued, water shall not again be furnished until all outstanding charges, including sewer charges, shall have been paid in full. All charges for furnishing sewer or for services relating to the furnishing of sewer, even where no water is also provided, shall be a lien on the property to which the sewer or sewer services are supplied. Enforcement of the lien may be commenced at any time after the charge or charges are delinquent for thirty days by suit in equity following the procedures for foreclosure of a mortgage.

**13.08.158 Service lateral improvement program.**

When a sewer service falls into disrepair as determined by the public works department, a fee may be assessed to the property owner. The fee may be paid at one time or through a payment program. The fee for repairing or replacing the service shall be in accordance with a schedule of charges adopted by the city commission.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.159 Reduced rates and financial assistance.**

A residential customer may qualify for a reduced user rate, or other financial assistance, if certain criteria are met, including if the income of the residents meet certain criteria. Customers requesting the reduced user rates, or other financial assistance, shall make written application and shall certify as to meeting the income criteria established.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.160 Entry in lien record.**

The recorder shall enter the permit in the docket of the city liens immediately following the entered matter which relates to the system of that sewer district to which permission to connect has been granted, and shall credit the fees paid to the general fund.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

**13.08.165 Failure to comply with rules.**

Should anyone fail to comply with the rules and regulations established as conditioned to the use of sewer, or to pay the sewer rates or fees at the time and manner hereafter provided, the property may be assessed fines or liens to recover the costs associated with unpaid rates or fees. Failure to pay the charges imposed by this chapter shall subject the user and the premises to the collection and lien provisions imposed for water charges.

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(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.170 Private connections prohibited.**

It is unlawful for any person to connect a private sewer from the property with a private sewer on any other property which is connected with the public sewers without first having made the foregoing application and paying the amount computed by the recorder, as the charge for the privilege, it shall also be unlawful to connect any lot or premises, either directly or indirectly, lying outside of the limits of a sewer district with any public sewer without first complying with the provisions of this chapter.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.180 Unlawful substances.**

It is unlawful for any person to permit to be drained, any oils, greases, chemicals, storm water, surface water, ground water, roof runoff, subsurface drainage, liquids and substances which might be detrimental to the sewage treatment plant, into any sewer, drain or pipe leading to the plant from any premises in the city.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.190 Sanitary requirements.**

In factories and workshops where there are fifteen persons or less of each sex, there shall be provided by the proprietor or owner one water closet for each sex, and one for each additional fifteen persons of each sex or minimum thereof. Toilets shall be separate in all cases. Every co-op or lodging house shall be provided with one water closet for every ten rooms or minimum thereof, and one sink for each floor. All residences and public halls shall be provided with at least one water closet and one sink.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.210 STEP systems.**

- A. "STEP system" which means a septic tank effluent pump system, meeting the standards and specifications of the city engineer (hereinafter "engineer"), shall be permitted as an alternative to the standard sewer used in the city. Such system shall be owned, operated, and maintained by the city as provided in this section.
- B. The engineer shall require, as a condition of approval of any STEP system that the property owner utilizing such system grant the city any easements, permits of entry, or licenses which are necessary or convenient for the construction, operation, or maintenance of the STEP system.
- C. Generally, sewer service through normal sewer facilities (i.e. house sewer, laterals, trunks, and treatment plants) shall be provided when available. However, if service through such normal sewer facilities is unavailable, the engineer may permit use of a STEP system, on an interim basis, when such sewer service is determined by the engineer to be practical, and necessary or convenient to the use of the property proposed to be served or when such service is required by the city. The use of a STEP system is declared to be an interim service to served properties and each property owner shall provide the city with a nonremonstrance agreement, waiving all objections, jurisdictional or otherwise, to participation in the formation of a local improvement district to provide such normal sewer facilities in future. The city may record any such waiver of remonstrances in the deed records of the county.

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- D. Installation, operation, and, before acceptance by the city, maintenance of a STEP system shall be in accordance with the directions of the engineer and at the expense of the owner of the property serviced by such system. Upon installation, inspection and approval by the engineer, and acceptance by the city, the STEP system shall be owned by the city, which shall thereafter be responsible for maintenance of the system, except as provided in this section. No STEP system shall be accepted unless and until all easements, licenses, and permits necessary for control of the operation, use, and maintenance of such system have been granted. The city may record in the deed records of the county any such easement, license, or permit granted. It shall be the responsibility of the property owner to keep clean and maintain the building sewer from the building to the connection with the public sewer.
  - E. The costs of electricity necessary to operate the STEP system shall be borne by the property owner. Any STEP system which is rendered nonoperational by virtue of failure to pay for such costs shall cause the property benefited to be deemed unavailable for human habitation. The owner or occupier of the property served shall be entitled to written notice at least five days before a declaration by the city that the property is to be declared unavailable for occupancy and such person may request in writing a hearing before the city manager prior to such declaration. The decision of the city manager shall be final.
  - F. Subject to applicable constitutional limitation, the property owner shall permit entry on the site served for purposes of installation, maintenance, inspection, observation, measurement, sampling or testing of the STEP system. The property owner shall agree to such entry evidenced by a written permit of entry, as a condition precedent to the permit for the use of the STEP system.
  - G. The property owner shall be liable for damage to any portion of the STEP system if not caused by the city. The STEP system permit shall indicate that the owner agrees to assume such liability and such assumption shall be a condition precedent to issuance of the permit.
  - H. Application for use of a STEP system shall be made by the property owner or owners, who shall remain responsible for compliance with this section and permits thereunder. The property owner may delegate responsibility to the person occupying land for the duties imposed on the property owner under subsections D and G of this section. Such delegation shall be in writing in which the occupier of property accepts such responsibility filed with the engineer and shall be valid for such period as the delegee occupies the property, unless a shorter period is designated by the engineer. Thereafter, the property owner shall reassume responsibility.
  - I. No provision of this section shall be construed to exempt an applicant for obtaining additional permits or meeting additional requirements of city, county, state or other appropriate public body with jurisdiction.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.220 Violation—Penalty.**

Any act or omission in violation of this chapter shall be deemed a nuisance. Violation of any provision of this chapter is subject to the code enforcement procedures of Chapters 1.16, 1.20 and 1.24.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.230 Standard construction specifications.**

The workmanship and materials for any work performed under permits issued per this chapter shall be in accordance with the edition of the "Standard Specifications for Public Works Construction," as prepared by the Oregon Chapter of American Public Works Association (APWA) and as modified and adopted by the city, in effect at the time of application. The exception to this requirement is where this chapter and the public works sanitary sewer design standards, the city of Oregon City standard notes, or city of Oregon City standard drawings provide

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other design details, in which case the requirements of this chapter and the public works sanitary sewer design standards shall be complied with.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.235 Design standards.**

The current version of the Oregon City Public Works Sanitary Sewer Design Standards shall be adhered to for all new sewer construction and connections.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.240 Stormwater and groundwater prohibited.**

- A. Stormwater, including street, roof, or footing drainage, shall not be designed or constructed in a manner to allow discharge into the sanitary sewer system, but shall be removed by a system of storm drains or by some other method separate from the sanitary sewer system. (Language from City of Oregon City Sanitary Sewer Design Standards, § 2.00, paragraph three, page 10.)
- B. No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or ground water to a public sanitary sewer.
- C. Service laterals from building structure to the face of curb or edge of pavement line shall be maintained by the owner of said structure in such a manner as to prevent infiltration of ground water into the sanitary sewer system.
- D. Historic buildings established before the separation of stormwater and sanitary sewer systems may be exempt from groundwater and subsurface discharge into the sanitary sewer system.
- E. Properties may be exempt if removal of stormwater connections to sanitary sewer system is infeasible due to topography or public system constraints.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

### **13.08.250 Party line sewers prohibited.**

No new sewer service lines shall be used by more than one property. Existing party lines shall be modified and separated where practicable per Oregon City Policies and Procedures when repairs or replacements of existing sewers is proposed.

(Ord. No. 21-1003, § 1(Exh. A), 2-3-2021)

## **Chapter 13.16 STORM DRAINAGE SERVICE CHARGES**

### **13.16.010 Intent.**

Pursuant to the constitution and general laws of the state and powers granted in the charter of the city, the commission does declare its intention to acquire, own, construct, equip, operate and maintain within and without the city limits, open drainageways, underground storm drains, equipment and appurtenances necessary, useful or convenient for the construction of storm drainage improvements including maintenance, extension and reconstruction of the present storm drainage system of the city.

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(Prior code §8-9-1)

### 13.16.020 Definitions.

As used in this chapter, except where the context otherwise requires:

"Area range number (ARN)" are ranges of gross area square footage used to classify nonsingle family residential properties into groups of similar parcel size. Parcels with gross areas of one to two thousand five hundred square feet are assigned an area range number (ARN) 1. Parcels with gross areas of two thousand five hundred to five thousand square feet have an ARN of 2. Parcels with gross areas of five thousand to seven thousand five hundred square feet would have an ARN of 3 and so on so that each additional range of two thousand five hundred square feet shall be counted as an additional ARN of 1.

"Development intensity factor (DIF)" is the runoff coefficient that is indicative of the land use or impervious coverage of each property. The following table represents the DIFs for each of the existing land uses and zoning to the use in the calculations.

<u>Nonresidential Land Use or Zoning</u>	<u>Development Intensity Factor</u>
LOC limited office conditional	0.70
LO limited office	0.80
NC neighborhood commercial	0.80
HC historic commercial	0.70
LC limited commercial	0.70
C general commercial	0.90
CBD central business district	0.90
M1 light industrial	0.70
M2 heavy industrial	0.80
Conditional use or nonconforming	Apply a composite runoff factor

"Equivalent residential unit (ERU)" means a nonresidential configuration estimated to place approximate equal demand on the city's storm drainage system as a residential dwelling unit. The equivalent residential unit (ERU) of a nonresidential property is computed by multiplying the property's area range number (ARN) by its intensity factor (DIF) as follows:

$$ERU = ARN \times DIF$$

"Improved property" means any area which has been altered such that the runoff from the property is greater than that which could have been expected in an undeveloped state. Such condition shall be determined by the city engineer.

"Nonresidential unit" means any building, or facility or other improved property used other than as a residential dwelling unit.

"Residential dwelling unit" means one or more rooms with bathroom and kitchen facilities designed for occupancy by one family.

(Prior code §8-9-2)

### 13.16.030 Service charges.

There is established and imposed on all persons occupying improved properties utilizing the city's storm drainage system, a just and equitable storm drainage utility service charge to implement the city's drainage master

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plan and pay for the city's storm drainage system. Charges collected shall be deposited into the storm drainage fund of the city and used only for storm drainage purposes.

(Ord. 93-1025 §1, 1993: prior code §8-9-3)

### **13.16.040 Determination of service.**

The city commission determines that the property not used for residential dwelling purposes is furnished service in proportion to the size of the property and its development intensity factor based on the definition of "equivalent residential unit" aforesaid.

(Prior code §8-9-4)

### **13.16.050 Rates.**

The following rates are established:

Residential dwelling unit per month	\$2.00
Nonresidential unit per month	2.00/ERU

The service charges, pursuant to this section may be amended by the city commission by resolution so as to continue to recover cost of service.

(Prior code §8-9-5)

### **13.16.060 Payment required.**

Such service charges shall be paid by the current occupant or person entitled to possession of the property from which stormwater discharges (directly or indirectly) to the city storm drainage system.

(Ord. 93-1025 §2, 1993: prior code §8-9-6)

### **13.16.070 Collection.**

The service charges shall be collected with the monthly water bill for those connected to water or billed alone as a storm drainage charge for those users not connected to or not otherwise charged for water service.

(Prior code §8-9-7)

### **13.16.071 Service charge adjustments and appeals.**

- A. Any person billed for service charges may file a "request for service charge adjustment" with the finance director within thirty days of the date of the bill. However, submittal of such a request does not extend any otherwise applicable deadline requiring payment for the charge. To qualify for any service adjustment or to avoid service interruption, all bills must be timely paid under protest and if an adjustment is granted, any overpayment will be refunded.
- B. A request for service charge adjustment may be granted or approved by the finance director only when one or more of the following conditions exist:
  - 1. The amount charged is in error as an underbill or overbill, resulting from administrative mistake.

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- C. Finance director review of service charge adjustment requests shall be based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when the director identifies additional information is needed. The applicant shall have the burden of proving that the adjustment should be granted. The applicant shall be notified in writing of the director's decision.
  - D. Service charge adjustments shall be available to the bill then due and bills subsequently issued. Retroactive adjustments may be granted back to the date of the service error or six months, if the date of the error cannot be substantiated. In no event shall the adjustment lookback extend longer than six months. Decisions of the finance director on requests for service charge adjustments shall be final and not appealable to the city commission.

### **13.016.075 Delinquent Charges.**

All charges for managing stormwater within the city shall be chargeable to the premises where stormwater is conveyed, unless determined to be exempt. Whenever any charge for managing stormwater shall not be paid when due, the same shall become delinquent and shall be subject to a delinquent payment penalty fee and discontinuance of water service. Written notice of shutoff of water shall be given by mail in advance of such shutoff. After water service has been discontinued, water shall not again be furnished until all outstanding charges, including stormwater charges, shall have been paid in full. All charges for managing stormwater or for services relating to the management of stormwater shall be a lien on the property to which the stormwater or stormwater services are managed. Enforcement of the lien may be commenced at any time after the charge or charges are delinquent for thirty days by suit in equity following the procedures for foreclosure of a mortgage.

### **13.16.090 Right of entry.**

Subject to Constitutional limitations, the employees of the city shall at all reasonable times have access to any premises served by the city for inspection, repair or the enforcement of the provisions of this chapter.

(Prior code §8-9-9)

### **13.16.100 Exemptions, reductions and appeal.**

- A. Vacant and unimproved properties within the city are exempt from the charges in Section 13.16.030.
- B. Any person seeking a reduction in the storm drainage fee, or appealing therefrom, may do so pursuant to a demonstration to the public works director or their designee subject to the following:
  1. Properties containing single family houses, ADUs, duplex, triplex, and quadplex are not eligible for a reduction.
  2. Pre-existing Development. Where stormwater is directed directly into the main channel of Abernethy, Clackamas, or Willamette Rivers without any downstream water flowing through a City maintained sewer, culvert, bridge or ditch and the stormwater system otherwise complies with the most recent version of the Stormwater and Grading Design Standards at time of filing the permit or appeal, the applicant is eligible for a reduction in the amount of no more than 25% of the stormwater charge.
  3. New Development. Where the stormwater system complies with the most recent version of the Stormwater and Grading Design Standards at time of filing the permit or appeal; and incorporates some form of enhanced water quality beyond the requirements of the Oregon City Municipal Code and Stormwater and Grading Design Standards, including but not limited to, items such as green roofs, rainwater harvesting, constructed wetlands, etc, the applicant is eligible for a reduction proportionate to the total amount of water subject to enhanced treatment, but no more than 25% of the stormwater charge.

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C. Review of exemptions and reductions of the storm drainage fee by the public works director are final and not subject to further appeal.

### **13.16.110 Reduced rates and financial assistance.**

A residential customer may qualify for a reduced user rate, or other financial assistance, if certain criteria are met, including if the income of the residents meet certain criteria. Customers requesting the reduced user rates, or other financial assistance, shall make written application and shall certify as to meeting the income criteria established.

## **Chapter 13.30 TRANSPORTATION UTILITY FEES**

### **13.30.010 Purpose.**

The purpose of this chapter is to provide cost recovery for maintaining and operating the city of Oregon City transportation system. There is created an enterprise fund known as the "city of Oregon City transportation maintenance fund." All fees and charges imposed herein shall be placed in said fund for the purpose of paying expenses related to the replacement, repair, maintenance, operation, or administration of the transportation system as described in this chapter.

(Ord. 08-1007 § 1(part), 2008)

### **13.30.020 Applicability.**

The requirements of this chapter shall apply to all real property in the city of Oregon City, including publicly and privately owned property.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

### **13.30.030 Definitions.**

As used in this chapter:

"City" means the city of Oregon City, Oregon, or as indicated by the context, may mean any official, officer, employee or agency representing the city in the discharge of his or her duties.

"City roads" means all roads, public and private, excluding state and county roads, within the city limits of Oregon City.

"Developed property" means real property that has been altered by development coverage.

"Gross square footage" means the calculated area of all structures, located on a site, measured along the exterior walls of such structures, including but not limited to enclosed courtyards, stairwells, and square footage on each level of multi-story structures, but not including fences and parking areas which are not enclosed within a building.

"ITE Manual" means the Institute of Transportation Engineers Trip Generation Manual, ninth edition.

"Manager" means the city manager or his or her designee.

"Multi-family residence" means a residential structure accommodating two or more dwelling units.

"Schools" means all schools, kindergarten through grade twelve, providing busing and located within the city limits of Oregon City.

"Service charges" means the amount owed after applying the appropriate rate to property based upon factors established by this chapter.

"Single-family residence" means a residential structure accommodating one dwelling unit.

"Unit rate" means the dollar amount charged per adjusted average daily trip. There shall be a unit rate applied to residential land uses, identified as the residential unit rate, and a unit rate applied to all other land uses, identified as the nonresidential unit rate.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

**13.30.040 Rate structure.**

- A. Service charges for the transportation utility fee are authorized and imposed in amounts and on terms consistent with this chapter.
- B. The rates and service charges shall be based on the service provided and the relative usage of the city transportation system for a given property. The estimated or measured trip generated will be used to determine the relative usage of the property. The rate shall be calculated by multiplying the unit rate by the assigned average daily trip estimate. Average daily trip estimates shall be as follows:
  - 1. Undeveloped Property. Undeveloped property shall not be charged.
  - 2. City Roads. City roads shall not be charged.
  - 3. Single-Family Residential Property. The monthly service charge for single-family residential property shall be computed by multiplying the unit rate times 9.57 trips per day.
  - 4. Multi-Family Residential Property. The monthly service charge for multi-family residential property shall be computed by multiplying the unit rate times 6.72 trips per day.
  - 5. Schools. The monthly service charge for schools shall be computed by multiplying the unit rate times the number of average daily trips applicable to the school, as delineated below:

Elementary schools	0.76 ADTs per student
Middle schools	0.96 ADTs per student
High schools	1.01 ADTs per student

- 6. All Other Developed Properties. The monthly service charge for all other developed properties, including publicly-owned properties, shall be computed by multiplying the unit rate times the number of average daily trips assigned to the bin that is applicable to the property, as delineated in Appendix A (copy on file at the office of the city recorder). All uses not identified in Appendix A (copy on file at the office of the city recorder) shall be assigned to a trip bin based on their trip generation as specified in the ITE Manual.

Bin 1	2 average daily trips
Bin 2	10 average daily trips
Bin 3	25 average daily trips

Bin 4	40 average daily trips
Bin 5	100 average daily trips

7. When a particular property includes multiple business types (multiple bin assignments), the rate will be established based on charging each business types in their appropriate bin.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

**13.30.050 Unit rate established.**

The residential unit rate, to be applied to residential land uses, is established at one dollar and fifteen cents per adjusted average daily trip. The nonresidential unit rate, to be applied to all other land uses, is established at \$0.189 per adjusted average daily trip. Either or both of the residential and the nonresidential unit rates may be revised by resolution of the city commission from time to time. The unit rates shall be adjusted annually to account for inflation in an amount of no more than three percent.

The residential and nonresidential unit rates will be phased in over a five-year period according to the schedule below. The rates for fiscal years 2009/2010 through 2012/2013 include a three percent escalation factor.

Time Period	Residential Rate per Trip	Nonresidential Rate per Trip
July 1, 2008 through June 30, 2009	\$0.470	\$0.077
July 1, 2009 through June 30, 2010	0.627	0.103
July 1, 2010 through June 30, 2011	0.784	0.129
July 1, 2011 through June 30, 2012	0.940	0.154
July 1, 2012 through June 30, 2013	1.172	0.192

(Ord. 08-1007 § 1(part), 2008)

**13.30.060 Service charge adjustments and appeals.**

- A. Any person billed for service charges may file a "request for service charge adjustment" with the finance director within thirty days of the date of the bill. However, submittal of such a request does not extend the period of payment for the charge. To qualify for any service adjustment or to avoid service interruption, all bills must be timely paid under protest and if an adjustment is granted, any overpayment will be refunded.
- B. A request for service charge adjustment may be granted or approved by the finance director only when one or more of the following conditions exist:
  - 1. The amount charged is in error as an underbill or overbill, resulting from administrative mistake; or
  - 2. The property is nonresidential and the actual trips generated by that property, as established by an engineer at the expense of the owner, and as supported by the public works director, would result in inclusion in a trip bin characterized by greater than or less than the applied average daily trip estimate used in determining the charge; or
  - 3. The property exists in its natural unimproved condition and will remain in its natural unimproved condition with no allowable human activities or man-made improvements that would generate trips to or from the property.

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Finance director review of service charge adjustment requests shall be based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when the director identifies additional information is needed. The applicant shall have the burden of proving that the adjustment should be granted. The applicant shall be notified in writing of the director's decision.

- D. Service charge adjustments shall be available to the bill then due and bills subsequently issued. Retroactive adjustments may be granted back to the date of the service error or six months, if the date of the error cannot be substantiated. In no event shall the adjustment lookback extend longer than six months. Decisions of the finance director on requests for service charge adjustments shall be final and not appealable to the city commission.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

### **13.30.065 Exemptions.**

Vacant and unimproved properties within the city are exempt from the charges in Section 13.30.050.

### **13.30.070 Reduced rates and financial assistance**

A residential customer may qualify for a reduced user rate, or other financial assistance, if certain criteria are met, including if the income of the residents meet certain criteria. Customers requesting the reduced user rates, or other financial assistance, shall make written application and shall certify as to meeting the income criteria established.

### **13.30.080 Use of funds.**

Service charges collected under this chapter shall be accounted for separately and expended only for the purpose of paying all or any part of the cost and expense of maintaining the city's transportation system. In expending funds, the city shall endeavor to expend funds based on the following priorities:

- A. Pavement management;
- B. Maintaining and operating the transportation system.

(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 15-1001, § 5, 3-18-2015)

### **13.30.090 Commencement of charges and collection.**

- A. For new construction, service charges will commence with the issuance of a building permit or installation of a water meter, whichever comes first. Real property annexed to the city shall begin paying the fee the first month following their annexation. For existing structures, service charges will commence on July 1, 2008.
- B. The service charges imposed by this chapter shall be collected with the monthly city utility bill for those properties connected to water or billed alone as a transportation utility fee for those users not connected to or not otherwise charged for water service. The actual costs of billing, collecting and remitting the fees may be paid from the transportation maintenance fund. The transportation utility fee shall be calculated as a monthly charge; however, the fee may be billed on a schedule other than a monthly schedule.
- C. The manager may adopt and amend such rules and policies as are necessary for administration of this chapter.

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(Ord. 08-1007 § 1(part), 2008)

(Ord. No. 14-1018, § 1, 12-3-2014)

**13.30.100 Delinquent charges.**

All charges for managing pavement maintenance within the city shall be chargeable to the premises where water is supplied. Whenever any charge for managing pavement maintenance shall not be paid when due, the same shall become delinquent and shall be subject to a delinquent payment penalty fee and discontinuance of water service. Written notice of shutoff of water shall be given by mail in advance of such shutoff. After water service has been discontinued, water shall not again be furnished until all outstanding charges, including pavement maintenance charges, shall have been paid in full. All charges for managing pavement maintenance or for services relating to the management of pavement maintenance shall be a lien on the property to which the water services are supplied. Enforcement of the lien may be commenced at any time after the charge or charges are delinquent for thirty days by suit in equity following the procedures for foreclosure of a mortgage.

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## Jakob Wiley

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**From:** James Nicita <james.nicita@gmail.com>  
**Sent:** Monday, June 15, 2026 1:14 PM  
**To:** Denyse McGriff; Rocky Smith, Jr.; Adam Marl; Mike Mitchell; Scott Wilson  
**Cc:** Tony Konkol; Dayna Webb; Carrie Richter; Jakob Wiley; City Recorder Team  
**Subject:** Re: Public Comment: City Commission regular meeting June 17, 2026, Agenda Item 9(d)  
"First Reading of Ordinance No. 26-1008, An Ordinance Adopting Amendments to Oregon City Municipal Code Title 13: Public Services  
**Attachments:** Sheetz.pdf

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Greetings:

I write respectfully to submit public comment on the above-referenced proceeding. I would like to respond to some of the comments made during the discussion at the last City Commission meeting on June 3, 2026. In particular, Commissioner Wilson commented to the effect that a single-family residence that does not discharge into the stormwater system still has impacts on the stormwater system. (Would not this same logic apply to vacant lots, which are in fact being granted full exemptions?)

In turn, Commissioner Mitchell argued to the effect that even a house that is in a bowl will experience rain events that will overtop the sides of the bowl, and then discharge stormwater into the municipal storm drain system.

To frame my response, here is the link to the September 17, 2025 City Commission meeting agenda packet. Item 9a was the request of The Blue at Abernethy Creek for an exemption to the stormwater utility fee, which the City eventually granted.

<https://oregoncityor.portal.civicclerk.com/event/3199/overview>

The fourth document in the agenda packet is "Stormwater Exemption Request — November 22, 2024." This letter from Mr. Miller cites a United States Supreme Court decision called Sheetz v. County of El Dorado for the proposition that "government-imposed fees must be based on actual, measurable impacts," and that such fees "must be *proportional* to direct impacts" and cannot rely on speculative or minimal scenarios." (Emphasis added.)

Significantly, the Sheetz case involved a residential property. A property owner wanted to build a house on land he owned, and the county charged him a \$23,000 traffic impact fee to build the house. The Court held that even a legislative act like an ordinance was subject to the Court's case precedents under the Takings Clause of the Fifth Amendment, and specifically the requirement that a) the fee ordinance have an "essential nexus" to the government's interest, and b) as stated by Mr. Miller, the fees must have a "rough proportionality" to the impacts created by the development. The Court sent the case back down to have lower courts evaluate the fee in question according to the two-part test.

(For those who might be interested, the Sheetz case is attached. It is only 20 pages long. It is not rocket science. Everyone on the current City Commission has the intelligence to read and understand this case. See p. 6 for the "essential nexus" / "rough proportionality" discussion.)

During the same September 17, 2025 City Commission meeting, our city attorney Ms. Richter expressed her agreement with Mr. Miller. Here is the video of that meeting:

<https://www.youtube.com/live/PzwaGB-Im20>

At min. 55:15, Ms. Richter states, in relation to the exemption request by The Blue at Abernethy Creek and our current OCMC 13.16.100:

“The code provides an exemption for a property owner to pursue, and the Sheetz decision from the U.S. Supreme Court does require a *rough proportionality* obligation when an applicant makes a request. And that’s part of why we are going through this and that is why the code is the way the code is.” (Emphasis added.)

As an initial comment, given that the Sheetz case involved a residential property, can a reasonable person draw the conclusion that the Fifth Amendment to the U.S. constitution protects people who own commercial and industrial property, but does not protect people who own single-family residences?

Is it constitutional for the current proposed Oregon City stormwater fee amendments that provide for fee reductions for commercial and industrial property, but specifically exclude properties that are residential in use?

The technical memo from the February 2026 work session indicates that some other municipalities do not allow for residential properties to have exemptions or reductions in stormwater utility fees. That is true, but that does not necessarily mean that those other ordinances are constitutional. It would be relevant to know if these other ordinances were enacted before the Sheetz case was decided.

As to Commissioner Wilson’s comments that even a residential property that does not discharge stormwater into the drainage system still has impacts on that drainage system, it does not seem that the Sheetz case allows a municipality to applying a blanket stormwater fee rate to all residential properties without the ability to determine “rough proportionality.”

The proposed ordinance removes from single family residential property owners any mechanism to demonstrate that their impacts are proportionally less direct or impactful than other properties on the storm drainage system.

Application of the same stormwater fee to a residential property that does not discharge into the drainage system does not appear to be “roughly proportional” to applying a stormwater fee to residential properties that do in fact discharge into the drainage system.

The “rough proportionally” requirement also appears to be relevant to Commissioner Mitchell’s comments. Not every house in a bowl is eventually going to overtop the rim of the bowl and discharge into the drainage system. In the nearly twenty years that I have lived in my house, that has never happened. In fact, even during the years in which my backyard was holding substantial runoff from City property, i.e. Bluff Street and the Promenade, this was not the case: my backyard holds a lot of volume.

But let’s concede that a hypothetical house in a bowl might overtop once every 10 years. It seems to me that “rough proportionality” would require that the stormwater fee be reduced so that that house would be charged only for the 8 hours or so during which the overtopping stormwater is directly impacting the storm drainage system.

It seems to me that in this proceeding, there may be confusion between, and/or conflation of, Sheetz's "essential nexus" requirement and its "rough proportionality" requirement. It seems that there is an assumption that because the proposed ordinance amendments meet the "essential nexus" requirement, that they also meet the "rough proportionality" requirement." Both Commissioner Wilson's and Commissioner Mitchell's comments do speak to "essential nexus," but they do not appear to speak to the "rough proportionality" requirement.

I am curious as to why the Sheetz requirements were not discussed at the February 10, 2026 work session, especially when they were in fact discussed during the September 17, 2025 regular Commission meeting. Ms. Richter was present, and appear to have been a substantial basis for the grant of the full exemption in that case, back to the date of purchase of the property.

Relatedly, here is the video of the February 10 work session:

<https://www.youtube.com/watch?v=-Eg9rLEa0ZM>

Beginning at min. 57:00, Commissioner Mitchell expressed his desire not to grant stormwater fee credits for residential properties, because it would mean an "administrative nightmare" and it would be "not much water and not much money." That appears to be the beginning of the exclusion of residential properties from either exemption or reduction in the current proposed ordinance.

Sheetz is relevant here too. First, if based on Sheetz the City has an obligation to include residential properties in the "rough proportionality" analysis to ensure a residential property owner's constitutional rights, it is probably impermissible to use administrative burden as an excuse to avoid that constitutional obligation.

I would also ask Commissioners to try to put yourselves in the shoes of the citizens who pay the fee, as opposed to those of elected officials and staff. It might be "not much money" for the City, but to an individual property owner it is in fact a lot of money.

Second, as this proceeding has progressed since the February work session, it appears that more information has emerged to allay the concerns over an "administrative nightmare."

At least as far as residential properties in a topographic bowl, at the most recent meeting on this matter on June 3, the city manager Mr. Konkol indicated that there are approximately 15 such properties that staff could identify.

Given that there are thousands of properties in the city, the amount of money the city would lose from granting full exemptions to these few properties would be statistically a nullity. Again, it would make no difference to the City, but it would make a huge difference to the property owners trying to get by in this era of high prices and cost of living.

The few residential properties in a bowl are subject to the same exemption logic as vacant parcels, which do get full exemption under both the current and the proposed code.

The code is assuming/presuming that vacant properties simply do not discharge into the storm drain system. That exact same assumption or presumption applies to properties in a bowl: the rainfall simply seeps into the ground, as on vacant parcels.

It seems to me impermissibly discriminatory to grant vacant parcels full exemptions, but not grant the same full exemption to properties in a bowl.

Thank you for considering these comments.

James Nicita  
302 Bluff Street  
Oregon City

## Syllabus

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States v. Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

**SUPREME COURT OF THE UNITED STATES**

## Syllabus

**SHEETZ v. COUNTY OF EL DORADO, CALIFORNIA****CERTIORARI TO THE COURT OF APPEAL OF CALIFORNIA,  
THIRD APPELLATE DISTRICT**

No. 22–1074. Argued January 9, 2024—Decided April 12, 2024

As a condition of receiving a residential building permit, petitioner George Sheetz was required by the County of El Dorado to pay a \$23,420 traffic impact fee. The fee was part of a “General Plan” enacted by the County’s Board of Supervisors to address increasing demand for public services spurred by new development. The fee amount was not based on the costs of traffic impacts specifically attributable to Sheetz’s particular project, but rather was assessed according to a rate schedule that took into account the type of development and its location within the County. Sheetz paid the fee under protest and obtained the permit. He later sought relief in state court, claiming that conditioning the building permit on the payment of a traffic impact fee constituted an unlawful “exaction” of money in violation of the Takings Clause. In Sheetz’s view, the Court’s decisions in *Nollan v. California Coastal Comm’n*, 483 U. S. 825, and *Dolan v. City of Tigard*, 512 U. S. 374, required the County to make an individualized determination that the fee imposed on him was necessary to offset traffic congestion attributable to his project. The courts below ruled against Sheetz based on their view that *Nollan* and *Dolan* apply only to permit conditions imposed on an ad hoc basis by administrators, not to a fee like this one imposed on a class of property owners by Board-enacted legislation. 84 Cal. App. 5th 394, 402, 300 Cal. Rptr. 3d 308, 312.

*Held:* The Takings Clause does not distinguish between legislative and administrative land-use permit conditions. Pp. 4–11.

(a) When the government wants to take private property for a public purpose, the Fifth Amendment’s Takings Clause requires the government to provide the owner “just compensation.” The Takings Clause saves individual property owners from bearing “public burdens which, in all fairness and justice, should be borne by the public as a

## Syllabus

whole.” *Armstrong v. United States*, 364 U. S. 40, 49. Even so, the States have substantial authority to regulate land use, see *Village of Euclid v. Ambler Realty Co.*, 272 U. S. 365, and a State law that merely restricts land use in a way “reasonably necessary to the effectuation of a substantial government purpose” is not a taking unless it saps too much of the property’s value or frustrates the owner’s investment-backed expectations. *Penn Central Transp. Co. v. New York City*, 438 U. S. 104, 123, 127. Similarly, when the government can deny a building permit to further a “legitimate police-power purpose,” it can also place conditions on the permit that serve the same end. *Nollan*, 483 U. S., at 836. For example, if a proposed development will “substantially increase traffic congestion,” the government may condition the building permit on the owner’s willingness “to deed over the land needed to widen a public road.” *Koontz v. St. Johns River Water Management Dist.*, 570 U. S. 595, 605. But when the government withholds or conditions a building permit for reasons unrelated to its legitimate land-use interests, those actions amount to extortion. See *Nollan*, 483 U. S., at 837.

The Court’s decisions in *Nollan* and *Dolan* address the potential abuse of the permitting process by setting out a two-part test modeled on the unconstitutional conditions doctrine. See *Perry v. Sindermann*, 408 U. S. 593, 597. First, permit conditions must have an “essential nexus” to the government’s land-use interest, ensuring that the government is acting to further its stated purpose, not leveraging its permitting monopoly to exact private property without paying for it. See *Nollan*, 483 U. S., at 837, 841. Second, permit conditions must have “rough proportionality” to the development’s impact on the land-use interest and may not require a landowner to give up (or pay) more than is necessary to mitigate harms resulting from new development. See *Dolan*, 512 U. S., at 391, 393; *Koontz*, 570 U. S., at 612–615. Pp. 4–6.

(b) The County’s traffic impact fee was upheld below based on the view that the *Nollan/Dolan* test does not apply to monetary fees imposed by a legislature, but nothing in constitutional text, history, or precedent supports exempting legislatures from ordinary takings rules. The Constitution provides “no textual justification for saying that the existence or the scope of a State’s power to expropriate private property without just compensation varies according to the branch of government effecting the expropriation.” *Stop the Beach Renourishment, Inc. v. Florida Dept. of Environmental Protection*, 560 U. S. 702, 714 (plurality opinion). Historical practice similarly shows that legislation was the conventional way that governments at the state and national levels exercised their eminent domain power to obtain land for various governmental purposes, and to provide compensation to dispossessed landowners. The Fifth Amendment enshrined this long

## Syllabus

standing practice. Precedent points the same way as text and history. A legislative exception to the *Nollan/Dolan* test “conflicts with the rest of [the Court’s] takings jurisprudence,” which does not otherwise distinguish between legislation and other official acts. *Knick v. Township of Scott*, 588 U. S. 180, 185. That is true of precedents involving physical takings, regulatory takings, and the unconstitutional conditions doctrine which underlies the *Nollan/Dolan* test. Pp. 7–10.

(c) As the parties now agree, conditions on building permits are not exempt from scrutiny under *Nollan* and *Dolan* just because a legislative body imposed them. Whether a permit condition imposed on a class of properties must be tailored with the same degree of specificity as a permit condition that targets a particular development is an issue for the state courts to consider in the first instance, as are issues concerning whether the parties’ other arguments are preserved and how those arguments bear on Sheetz’s legal challenge. Pp. 10–11.

84 Cal. App. 5th 394, 300 Cal. Rptr. 3d 308, vacated and remanded.

BARRETT, J., delivered the opinion for a unanimous Court. SOTOMAYOR, J., filed a concurring opinion, in which JACKSON, J., joined. GORSUCH, J., filed a concurring opinion. KAVANAUGH, J., filed a concurring opinion, in which KAGAN and JACKSON, JJ., joined.

Opinion of the Court

NOTICE: This opinion is subject to formal revision before publication in the United States Reports. Readers are requested to notify the Reporter of Decisions, Supreme Court of the United States, Washington, D. C. 20543, pio@supremecourt.gov, of any typographical or other formal errors.

**SUPREME COURT OF THE UNITED STATES**

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No. 22–1074

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GEORGE SHEETZ, PETITIONER *v.* COUNTY OF  
EL DORADO, CALIFORNIA

ON WRIT OF CERTIORARI TO THE COURT OF APPEAL OF  
CALIFORNIA, THIRD APPELLATE DISTRICT

[April 12, 2024]

JUSTICE BARRETT delivered the opinion of the Court.

George Sheetz wanted to build a small, prefabricated home on his residential parcel of land. To obtain a permit, though, he had to pay a substantial fee to mitigate local traffic congestion. Relying on this Court’s decisions in *Nollan v. California Coastal Comm’n*, 483 U. S. 825 (1987), and *Dolan v. City of Tigard*, 512 U. S. 374 (1994), Sheetz challenged the fee as an unlawful “exaction” of money under the Takings Clause. The California Court of Appeal rejected that argument because the traffic impact fee was imposed by legislation, and, according to the court, *Nollan* and *Dolan* apply only to permit conditions imposed on an ad hoc basis by administrators. That is incorrect. The Takings Clause does not distinguish between legislative and administrative permit conditions.

I  
A

El Dorado County, California is a rural jurisdiction that lies east of Sacramento and extends to the Nevada border. Much of the County’s 1,700 square miles is backcountry. It

## Opinion of the Court

is home to the Sierra Nevada mountain range and the Eldorado National Forest. Those areas, composed mainly of public lands, are sparsely populated. Visitors from around the world use the natural areas for fishing, backpacking, and other recreational activities.

Most of the County's residents are concentrated in the west and east regions. In the west, the towns of El Dorado Hills, Cameron Park, and Shingle Springs form the outer reaches of Sacramento's suburbs. Placerville, the county seat, lies just beyond them. In the east, residents live along the south shores of Lake Tahoe. Highway 50 connects these population centers and divides the County into north and south portions.

In recent decades, the County has experienced significant population growth, and with it an increase in new development. To account for the new demand on public services, the County's Board of Supervisors adopted a planning document, which it calls the General Plan, to address issues ranging from wastewater collection to land-use restrictions.<sup>1</sup> The Board of Supervisors is a legislative body under state law, and the adoption of its General Plan is a legislative act. See Cal. Govt. Code Ann. §65300 *et seq.* (West 2024).

To address traffic congestion, the General Plan requires developers to pay a traffic impact fee as a condition of receiving a building permit. The County uses proceeds from these fees to fund improvements to its road system. The fee amount is determined by a rate schedule, which takes into account the type of development (commercial, residential, and so on) and its location within the County. The amount is not based on "the cost specifically attributable to the particular project on which the fee is imposed." 84 Cal. App. 5th 394, 402, 300 Cal. Rptr. 3d 308, 312 (2022).

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<sup>1</sup>See County of El Dorado Adopted General Plan, [https://edcgov.us/Government/planning/Pages/adopted\\_general\\_plan.aspx](https://edcgov.us/Government/planning/Pages/adopted_general_plan.aspx).

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## B

George Sheetz owns property in the center of the County near Highway 50, which the General Plan classifies as “Low Density Residential.”<sup>2</sup> Sheetz and his wife applied for a permit to build a modest prefabricated house on the parcel, with plans to raise their grandson there. As a condition of receiving the permit, the County required Sheetz to pay a traffic impact fee of \$23,420, as dictated by the General Plan’s rate schedule. Sheetz paid the fee under protest and obtained the permit. The County did not respond to his request for a refund.

Sheetz sought relief in state court. He claimed, among other things, that conditioning the building permit on the payment of a traffic impact fee constituted an unlawful “exaction” of money in violation of the Takings Clause. In Sheetz’s view, our decisions in *Nollan v. California Coastal Comm’n*, 483 U. S. 825, and *Dolan v. City of Tigard*, 512 U. S. 374, required the County to make an individualized determination that the fee amount was necessary to offset traffic congestion attributable to his specific development. The County’s predetermined fee schedule, Sheetz argued, failed to meet that requirement.

The trial court rejected Sheetz’s claim and the California Court of Appeal affirmed. Relying on precedent from the California Supreme Court, the Court of Appeal asserted that the *Nollan/Dolan* test applies only to permit conditions imposed “‘on an individual and discretionary basis.’” 84 Cal. App. 5th, at 406, 300 Cal. Rptr. 3d, at 316 (quoting *San Remo Hotel L. P. v. City and Cty. of San Francisco*, 27 Cal. 4th 643, 666–670, 41 P. 3d 87, 102–105 (2002)). Fees imposed on “a broad class of property owners through legislative action,” it said, need not satisfy that test. 84 Cal. App.

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<sup>2</sup>See Figure LU–1: Land Use Diagram, <https://edcgov.us/government/planning/adoptedgeneralplan/figures/documents/LU-1.pdf>.

## Opinion of the Court

5th, at 407, 300 Cal. Rptr. 3d, at 316. The California Supreme Court denied review.

State courts have reached different conclusions on the question whether the Takings Clause recognizes a distinction between legislative and administrative conditions on land-use permits.<sup>3</sup> We granted certiorari to resolve the split. 600 U. S. \_\_\_ (2023).

## II

## A

When the government wants to take private property to build roads, courthouses, or other public projects, it must compensate the owner at fair market value. The just compensation requirement comes from the Fifth Amendment’s Takings Clause, which provides: “nor shall private property be taken for public use, without just compensation.” By requiring the government to pay for what it takes, the Takings Clause saves individual property owners from bearing “public burdens which, in all fairness and justice, should be borne by the public as a whole.” *Armstrong v. United States*, 364 U. S. 40, 49 (1960).

The Takings Clause’s right to just compensation coexists with the States’ police power to engage in land-use planning. (Though at times the two seem more like in-laws than soulmates.) While States have substantial authority to regulate land use, see *Village of Euclid v. Amber Realty Co.*, 272 U. S. 365 (1926), the right to compensation is triggered if they “physically appropriat[e]” property or otherwise in-

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<sup>3</sup>Compare, e.g., *Home Builders Assn. of Dayton and Miami Valley v. Beaver creek*, 89 Ohio St. 3d 121, 128, 729 N. E. 2d 349, 356 (2000); *Northern Ill. Home Builders Assn. v. County of Du Page*, 165 Ill. 2d 25, 32–33, 649 N. E. 2d 384, 389 (1995) (applying the *Nollan/Dolan* test to legislative permit conditions), with, e.g., *St. Clair Cty. Home Builders Assn. v. Pell City*, 61 So. 3d 992, 1007 (Ala. 2010); *Home Builders Assn. of Central Ariz. v. Scottsdale*, 187 Ariz. 479, 486, 930 P. 2d 993, 1000 (1997) (following California’s approach).

## Opinion of the Court

terfere with the owner’s right to exclude others from it, *Cedar Point Nursery v. Hassid*, 594 U. S. 139, 149–152 (2021). That sort of intrusion on property rights is a *per se* taking. *Loretto v. Teleprompter Manhattan CATV Corp.*, 458 U. S. 419, 426 (1982). Different rules apply to State laws that merely restrict how land is used. A use restriction that is “reasonably necessary to the effectuation of a substantial government purpose” is not a taking unless it saps too much of the property’s value or frustrates the owner’s investment-backed expectations. *Penn Central Transp. Co. v. New York City*, 438 U. S. 104, 123, 127 (1978); see also *Lucas v. South Carolina Coastal Council*, 505 U. S. 1003, 1016 (1992) (“[T]he Fifth Amendment is violated when land-use regulation does not substantially advance legitimate state interests or denies an owner economically viable use of his land” (internal quotation marks omitted)).

Permit conditions are more complicated. If the government can deny a building permit to further a “legitimate police-power purpose,” then it can also place conditions on the permit that serve the same end. *Nollan*, 483 U. S., at 836. Such conditions do not entitle the landowner to compensation even if they require her to convey a portion of her property to the government. *Ibid.* Thus, if a proposed development will “substantially increase traffic congestion,” the government may condition the building permit on the owner’s willingness “to deed over the land needed to widen a public road.” *Koontz v. St. Johns River Water Management Dist.*, 570 U. S. 595, 605 (2013). We have described permit conditions of this nature as “a hallmark of responsible land-use policy.” *Ibid.* The government is entitled to put the landowner to the choice of accepting the bargain or abandoning the proposed development. See R. Epstein, *Bargaining With the State* 188 (1993).

The bargain takes on a different character when the government withholds or conditions a building permit for rea-

## Opinion of the Court

sons unrelated to its land-use interests. Imagine that a local planning commission denies the owner of a vacant lot a building permit unless she allows the commission to host its annual holiday party in her backyard (in property speak, granting it a limited-access easement). The landowner is “likely to accede to the government’s demand, no matter how unreasonable,” so long as she values the building permit more. *Koontz*, 570 U. S., at 605. So too if the commission gives the landowner the option of bankrolling the party at a local pub instead of hosting it on her land. See *id.*, at 612–615. Because such conditions lack a sufficient connection to a legitimate land-use interest, they amount to “an out-and-out plan of extortion.” *Nollan*, 483 U. S., at 837 (internal quotation marks omitted).

Our decisions in *Nollan* and *Dolan* address this potential abuse of the permitting process. There, we set out a two-part test modeled on the unconstitutional conditions doctrine. See *Perry v. Sindermann*, 408 U. S. 593, 597 (1972) (government “may not deny a benefit to a person on a basis that infringes his constitutionally protected interests”). First, permit conditions must have an “essential nexus” to the government’s land-use interest. *Nollan*, 483 U. S., at 837. The nexus requirement ensures that the government is acting to further its stated purpose, not leveraging its permitting monopoly to exact private property without paying for it. See *id.*, at 841. Second, permit conditions must have “rough proportionality” to the development’s impact on the land-use interest. *Dolan*, 512 U. S., at 391. A permit condition that requires a landowner to give up more than is necessary to mitigate harms resulting from new development has the same potential for abuse as a condition that is unrelated to that purpose. See *id.*, at 393. This test applies regardless of whether the condition requires the landowner to relinquish property or requires her to pay a “monetary exactio[n]” instead of relinquishing the property. *Koontz*, 570 U. S., at 612–615.

## Opinion of the Court

## B

The California Court of Appeal declined to assess the County’s traffic impact fee for an essential nexus and rough proportionality based on its view that the *Nollan/Dolan* test does not apply to “legislatively prescribed monetary fees.” 84 Cal. App. 5th, at 407, 300 Cal. Rptr. 3d, at 316 (internal quotation marks omitted). That was error. Nothing in constitutional text, history, or precedent supports exempting legislatures from ordinary takings rules.

The Constitution’s text does not limit the Takings Clause to a particular branch of government. The Clause itself, which speaks in the passive voice, “focuses on (and prohibits) a certain ‘act’: the taking of private property without just compensation.” *Knight v. Metropolitan Govt. of Nashville & Davidson Cty.*, 67 F. 4th 816, 829 (CA6 2023). It does not single out legislative acts for special treatment. Nor does the Fourteenth Amendment, which incorporates the Takings Clause against the States. On the contrary, the Amendment constrains the power of each “State” as an undivided whole. §1. Thus, there is “no textual justification for saying that the existence or the scope of a State’s power to expropriate private property without just compensation varies according to the branch of government effecting the expropriation.” *Stop the Beach Renourishment, Inc. v. Florida Dept. of Environmental Protection*, 560 U. S. 702, 714 (2010) (plurality opinion). Just as the Takings Clause “protects ‘private property’ without any distinction between different types,” *Horne v. Department of Agriculture*, 576 U. S. 351, 358 (2015), it constrains the government without any distinction between legislation and other official acts. So far as the Constitution’s text is concerned, permit conditions imposed by the legislature and other branches stand on equal footing.

The same goes for history. In fact, special deference for legislative takings would have made little sense historically, because legislation was the conventional way that

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governments exercised their eminent domain power. Before the founding, colonial governments passed statutes to secure land for courthouses, prisons, and other public buildings. See, *e.g.*, 4 Statutes at Large of South Carolina 319 (T. Cooper ed. 1838) (Act of 1770) (Cooper); 6 Statutes at Large, Laws of Virginia 283 (W. Hening ed. 1819) (Act of 1752) (Hening). These statutes “invariably required the award of compensation to the owners when land was taken.” J. Ely, “That Due Satisfaction May Be Made:” the Fifth Amendment and the Origins of the Compensation Principle, 36 *Am. J. Legal Hist.* 1, 5 (1992). Colonial practice thus echoed English law, which vested Parliament alone with the eminent domain power and required that property owners receive “full indemnification . . . for a reasonable price.” 1 W. Blackstone, *Commentaries on the Laws of England* 139 (1768).

During and after the Revolution, governments continued to exercise their eminent domain power through legislation. States passed statutes to obtain private land for their new capitals and provided compensation to the landowners. See, *e.g.*, 4 Cooper 751–752 (Act of 1786); 10 Hening 85–87 (1822 ed.) (Act of 1779). At the national level, Congress passed legislation to settle the Northwest Territory, which likewise required the payment of compensation to dispossessed property owners. Northwest Ordinance of 1789, 1 Stat. 52. Two years later, the Fifth Amendment enshrined this longstanding practice. Against this background, it is little surprise that early constitutional theorists understood the Takings Clause to bind the legislature specifically. See, *e.g.*, 3 J. Story, *Commentaries on the Constitution of the United States* §1784, p. 661 (1833); 2 J. Kent, *Commentaries on American Law* 275–276 (1827). Far from supporting a deferential view, history shows that legislation was a prime target for scrutiny under the Takings Clause.

Precedent points the same way as text and history. A

## Opinion of the Court

legislative exception to the *Nollan/Dolan* test “conflicts with the rest of our takings jurisprudence,” which does not otherwise distinguish between legislation and other official acts. *Knick v. Township of Scott*, 588 U. S. 180, 185 (2019). That is true of physical takings, regulatory takings, and the unconstitutional conditions doctrine in which the *Nollan/Dolan* test is rooted.

Start with our physical takings cases. We have applied the *per se* rule requiring just compensation to both legislation and administrative action. In *Loretto*, we held that a state statute effected a taking because it authorized cable companies to install equipment on private property without the owner’s consent. 458 U. S., at 438. In *Horne*, we held that an administrative order effected a taking because it required farmers to give the Federal Government a portion of their crop to stabilize market prices. 576 U. S., at 361. The branch of government that authorized the appropriation did not matter to the analysis in either case. Nor should it have. As we have explained: “The essential question is not . . . whether the government action at issue comes garbed as a regulation (or statute, or ordinance, or miscellaneous decree). It is whether the government has physically taken property for itself or someone else.” *Cedar Point*, 594 U. S., at 149.

This principle is evident in our regulatory takings cases too. We have examined land-use restrictions imposed by both legislatures and administrative agencies to determine whether the restriction amounted to a taking. In *Pennsylvania Coal Co. v. Mahon*, we held a state statute effected a taking because it prohibited the owner of mineral rights from mining coal beneath the surface estate, thus depriving the mineral rights of practically all economic value. 260 U. S. 393, 414 (1922). And in *Palazzolo v. Rhode Island*, we remanded for the lower courts to determine whether an agency decision effected a taking when it denied the owner permission to build a beach club on the wetland portion of

## Opinion of the Court

his property but allowed him to build a home on the upland portion. 533 U. S. 606, 631 (2001). Here again, our decisions did not suggest that the outcome turned on which branch of government imposed the restrictions.

Excusing legislation from the *Nollan/Dolan* test would also conflict with precedent applying the unconstitutional conditions doctrine in other contexts. We have applied that doctrine to scrutinize legislation that placed conditions on the right to free speech, *Agency for Int'l Development v. Alliance for Open Society Int'l, Inc.*, 570 U. S. 205 (2013), free exercise of religion, *Sherbert v. Verner*, 374 U. S. 398 (1963), and access to federal courts, *Terral v. Burke Constr. Co.*, 257 U. S. 529 (1922), among others, e.g., *Memorial Hospital v. Maricopa County*, 415 U. S. 250 (1974) (right to travel). Failing to give like treatment to legislative conditions on building permits would thus “relegat[e the just compensation requirement] to the status of a poor relation” to other constitutional rights. *Dolan*, 512 U. S., at 392.

In sum, there is no basis for affording property rights less protection in the hands of legislators than administrators. The Takings Clause applies equally to both—which means that it prohibits legislatures and agencies alike from imposing unconstitutional conditions on land-use permits.

## III

The County no longer contends otherwise. In fact, at oral argument, the parties expressed “radical agreement” that conditions on building permits are not exempt from scrutiny under *Nollan* and *Dolan* just because a legislature imposed them. Tr. of Oral Arg. 4, 73–74. The County was wise to distance itself from the rule applied by the California Court of Appeal, because, as we have explained, a legislative exception to the ordinary takings rules finds no support in constitutional text, history, or precedent.

We do not address the parties’ other disputes over the validity of the traffic impact fee, including whether a permit

## Opinion of the Court

condition imposed on a class of properties must be tailored with the same degree of specificity as a permit condition that targets a particular development. The California Court of Appeal did not consider this point—or any of the parties’ other nuanced arguments—because it proceeded from the erroneous premise that legislative permit conditions are categorically exempt from the requirements of *Nollan* and *Dolan*. Whether the parties’ other arguments are preserved and how they bear on Sheetz’s legal challenge are for the state courts to consider in the first instance.

\* \* \*

The judgment of the California Court of Appeal is vacated, and the case is remanded for further proceedings not inconsistent with this opinion.

*It is so ordered.*

SOTOMAYOR, J., concurring

**SUPREME COURT OF THE UNITED STATES**

No. 22–1074

GEORGE SHEETZ, PETITIONER *v.* COUNTY OF  
EL DORADO, CALIFORNIA

ON WRIT OF CERTIORARI TO THE COURT OF APPEAL OF  
CALIFORNIA, THIRD APPELLATE DISTRICT

[April 12, 2024]

JUSTICE SOTOMAYOR, with whom JUSTICE JACKSON joins,  
concurring.

I join the Court’s resolution of the limited question presented in this case, that conditions on building permits are “not exempt from scrutiny under *Nollan* and *Dolan* just because a legislature imposed them.” *Ante*, at 10; see *Nollan v. California Coastal Comm’n*, 483 U. S. 825 (1987); *Dolan v. City of Tigard*, 512 U. S. 374 (1994). There is, however, an important threshold question to any application of *Nollan/Dolan* scrutiny: whether the permit condition would be a compensable taking if imposed outside the permitting context.

“A predicate for any unconstitutional conditions claim is that the government could not have constitutionally ordered the person asserting the claim to do what it attempted to pressure that person into doing.” *Koontz v. St. Johns River Water Management Dist.*, 570 U. S. 595, 612 (2013). In the takings context, *Nollan/Dolan* scrutiny therefore applies only when the condition at issue would have been a compensable taking if imposed outside the permitting process. See *Koontz*, 570 U. S., at 612 (“[W]e began our analysis in both *Nollan* and *Dolan* by observing that if the government had directly seized the easements it sought to obtain through the permitting process, it would have committed a *per se* taking”).

SOTOMAYOR, J., concurring

The question presented in this case did not include that antecedent question: whether the traffic impact fee would be a compensable taking if imposed outside the permitting context and therefore could trigger *Nollan/Dolan* scrutiny. The California Court of Appeal did not consider that question and the Court does not resolve it. See *ante*, at 10–11. With this understanding, I join the Court’s opinion.

GORSUCH, J., concurring

**SUPREME COURT OF THE UNITED STATES**

No. 22–1074

GEORGE SHEETZ, PETITIONER *v.* COUNTY OF  
EL DORADO, CALIFORNIA

ON WRIT OF CERTIORARI TO THE COURT OF APPEAL OF  
CALIFORNIA, THIRD APPELLATE DISTRICT

[April 12, 2024]

JUSTICE GORSUCH, concurring.

George Sheetz sued El Dorado County, alleging that the county’s actions violated the Takings Clause under the test this Court set forth in *Nollan v. California Coastal Comm’n*, 483 U. S. 825 (1987), and *Dolan v. City of Tigard*, 512 U. S. 374 (1994). State courts dismissed Mr. Sheetz’s suit, holding that the *Nollan/Dolan* test applies only in challenges to administrative, not legislative, actions. Today, the county essentially confesses error, and the Court corrects the state courts’ mistake. It does so because our Constitution deals in substance, not form. However the government chooses to act, whether by way of regulation “‘or statute, or ordinance, or miscellaneous decree,’” it must follow the same constitutional rules. *Ante*, at 9 (quoting *Cedar Point Nursery v. Hassid*, 594 U. S. 139, 149 (2021)).

The Court notes but does not address a separate question: whether the *Nollan/Dolan* test operates differently when an alleged taking affects a “class of properties” rather than “a particular development.” *Ante*, at 11. But how could it? To assess whether a government has engaged in a taking by imposing a condition on the development of land, the *Nollan/Dolan* test asks whether the condition in question bears an “‘essential nexus’” to the government’s land-use interest and has “‘rough proportionality’” to a property’s impact on that interest. *Ante*, at 6. Nothing about that test

GORSUCH, J., concurring

depends on whether the government imposes the challenged condition on a large class of properties or a single tract or something in between. Once more, how the government acts may vary but the Constitution's standard for assessing those actions does not.

Our precedents confirm as much. In *Nollan*, the California Coastal Commission told the plaintiffs that they could build a home on their land only if they accepted an easement allowing public access across their property along the beach. The plaintiffs argued that the commission's demand amounted to a taking without just compensation, and the Court agreed. In doing so, the Court acknowledged that the commission hadn't singled out the plaintiffs' particular property for special treatment but "had similarly conditioned" dozens of other building projects. 483 U. S., at 829. It acknowledged, too, that the commission's demand of the plaintiffs came about only because of a "comprehensive program" demanding similar public access easements up and down the California coast. *Id.*, at 841. But none of that made any difference in the Court's analysis, the test it applied, or the conclusion it reached. All that mattered was whether the government's action amounted to an uncompensated taking of the property of the plaintiffs whose case was actually before the Court. *Id.*, at 838.

In *Dolan*, the Court faced a similar situation and reached a similar conclusion. There, an Oregon municipality conditioned a building permit on the plaintiff's agreement to dedicate part of her land to "flood control and traffic improvements." 512 U. S., at 377. No one suggested that the city had targeted the plaintiff's development for special treatment; everyone agreed that the city's challenged action was the result of a "comprehensive land use pla[n]," one developed to meet "statewide planning goals." *Ibid.* Even so, the Court held an "individualized determination" necessary to determine whether an unconstitutional taking had occurred under the same test the Court applied in *Nollan*.

GORSUCH, J., concurring

512 U. S., at 393.

The logic of today’s decision is entirely consistent with these conclusions. The Takings Clause, the Court stresses, is no “‘poor relation’ to other constitutional rights.” *Ante*, at 10 (quoting *Dolan*, 512 U. S., at 392). And the government rarely mitigates a constitutional problem by multiplying it. A governmentally imposed condition on the freedom of speech, the right to assemble, or the right to confront one’s accuser, for example, is no more permissible when enforced against a large “class” of persons than it is when enforced against a “particular” group. If takings claims must receive “like treatment,” *ante*, at 10, whether the government owes just compensation for taking your property cannot depend on whether it has taken your neighbors’ property too.

In short, nothing in *Nollan*, *Dolan*, or today’s decision supports distinguishing between government actions against the many and the few any more than it supports distinguishing between legislative and administrative actions. In all these settings, the same constitutional rules apply. With that understanding, I am pleased to join the Court’s opinion.

KAVANAUGH, J., concurring

**SUPREME COURT OF THE UNITED STATES**

No. 22–1074

GEORGE SHEETZ, PETITIONER *v.* COUNTY OF  
EL DORADO, CALIFORNIA

ON WRIT OF CERTIORARI TO THE COURT OF APPEAL OF  
CALIFORNIA, THIRD APPELLATE DISTRICT

[April 12, 2024]

JUSTICE KAVANAUGH, with whom JUSTICE KAGAN and JUSTICE JACKSON join, concurring.

I join the Court’s opinion. I write separately to underscore that the Court has not previously decided—and today explicitly declines to decide—whether “a permit condition imposed on a class of properties must be tailored with the same degree of specificity as a permit condition that targets a particular development.” *Ante*, at 10–11. Importantly, therefore, today’s decision does not address or prohibit the common government practice of imposing permit conditions, such as impact fees, on new developments through reasonable formulas or schedules that assess the impact of classes of development rather than the impact of specific parcels of property. Moreover, as is apparent from the fact that today’s decision expressly leaves the question open, no prior decision of this Court has addressed or prohibited that longstanding government practice. Both *Nollan* and *Dolan* considered permit conditions tailored to specific parcels of property. See *Dolan v. City of Tigard*, 512 U. S. 374, 379–381, 393 (1994); *Nollan v. California Coastal Comm’n*, 483 U. S. 825, 828–829 (1987). Those decisions had no occasion to address permit conditions, such as impact fees, that are imposed on permit applicants based on reasonable formulas or schedules that assess the impact of classes of development.

**From:** [James Nicita](#)  
**To:** [Denyse McGriff](#); [Rocky Smith, Jr.](#); [Adam Marl](#); [Mike Mitchell](#); [Scott Wilson](#)  
**Cc:** [Tony Konkol](#); [Dayna Webb](#); [crichter](#); [Jakob Wiley](#); [City Recorder Team](#)  
**Subject:** Public Comment: City Commission regular meeting July 1, 2026, Agenda Item 9(a) "Second Reading of Ordinance No. 26-1008, An Ordinance Adopting Amendments to Oregon City Municipal Code Title 13: Updating the Public Utility Service Billing Code  
**Date:** Saturday, June 27, 2026 9:21:37 PM  
**Attachments:** [2021 Stormwater Utility Fee Study.pdf](#)

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**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Greetings:

I write respectfully to make public comment on the above-referenced agenda item.

During the City Commission meeting of June 3, 2026, the mayor of Oregon City accused me of submitting comments "at the 11th hour." I don't really agree that my comments were "11th hour." First, the comments were submitted a full 24 hours before the June 3 meeting. Second, I could have simply waited until the public hearing itself and read my comments into the record. I struggle to see how doing so could have merited any "11th hour" criticism. Third, staff actually amended the draft ordinance based on my comments. Fourth, the June 3 hearing was only the first of two readings.

Beyond the inappropriateness of the accusation, the mayor subsequently acted inconsistently in her levying of so-called "11th hour" accusations. During the City Commission meeting of June 17, 2026, staff introduced a reference to a 2021 stormwater utility fee rate study, for the first time in the entirety of these proceedings that began with the City Commission work session on February 10, 2026. Here is the link to the agenda packet for that work session:

<https://oregoncityor.portal.civicclerk.com/event/3240/overview>

As can be plainly seen, the 2021 rate study was not included in the agenda packet for the City Commission to review and use in its deliberations. Why not?

Nor was it included in the agenda packet for the first reading of the proposed amendments to the stormwater utility fee code on June 3, 2026. Why not?

<https://oregoncityor.portal.civicclerk.com/event/3232/overview>

Nevertheless, the mayor made no "11th hour" accusations or criticisms regarding the very late reference to the 2021 stormwater utility fee rate study.

The document is attached. I frankly don't think it is or was my responsibility to provide this document to the City Commission to use in its deliberations on the proposed amendments to the stormwater utility fee code.

It seems to me that the document was referenced during the June 17, 2026 meeting in an attempt to provide evidence and a record that the proposed amendments meet the "essential nexus" and "rough proportionality" tests as set forth in Sheetz v. El Dorado County. But I don't think such an attempt works. The record does not show that the 2021 rate study was ever used or consulted in the development of the proposed amendments. Rather it was used as a *post-hoc* rationalization for the amendments.

And even if it was the latter, the attempt fails, because a) the study actually contradicts the proposed amendments, and/or b) the study pre-dates the Sheetz case, and did not discuss the applicability of the Sheetz tests to the policy options it discussed. The pertinent recommendations that the study made are on the very last page of the attached document. I address them as follows:

1. *Precluding residential properties from exemptions from or reductions to the stormwater utility fee.*

First, the study specifically recommends a reduction for property owners who provide on-site retention, that is, property owners who do not discharge into the public stormwater drainage system.

The study does *not* specifically recommend that single family residences be precluded from applying for such a reduction, or a full exemption. On the penultimate page of the document, the study generally discusses that such reductions or exemptions for single family residential can be an administrative burden, but such administrative burdens are irrelevant to the Sheetz tests.

Blanket preclusion of the ability of a single family residential property that does not discharge into the storm drain system to apply for a full exemption does not meet the "essential nexus" test. As a matter of state law, there is no "essential nexus" between a residential property that does not discharge into the public drainage system and the imposition of a stormwater utility fee on that property.

Under the applicable state law, only properties that actually receive the service of stormwater drainage can be charged the stormwater utility fee. That state law is ORS Chapter 454, the statute that authorizes municipalities to establish stormwater utility fees. Two sections illustrate this:

**454.030 Rates and charges to meet costs of treatment works; use of**

**funds; enforcement.** (1) A municipality is authorized to adopt a system of charges and rates to assure that *each recipient of treatment works services* within the municipality's jurisdiction or service area will pay its proportionate share of the costs of operation, maintenance and replacement of any treatment works facilities or services provided by the municipality. (Emphasis added.)

**454.040 Determination of costs payable by users.** In determining the amount of treatment works costs to be paid *by recipients of treatment works services*, the municipality or, if applicable, the Environmental Quality Commission shall consider the strength, volume, types and delivery flow rate characteristics of the waste; the nature, location and type of treatment works; the receiving waters; and such other factors as deemed necessary. (Emphasis added.)

[Note: Oregon City's public storm drainage system is a "treatment works." ORS 454.010(5)(b) states: "In addition to the definition contained in paragraph (a) of this subsection, 'treatment works' means any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste, including storm water runoff, or industrial waste, including waste in combined storm water and sanitary sewer systems."]

Reduced to the elements that are applicable and pertinent here, the statute reads: "...'treatment works' means any other method or system for...disposing of municipal waste, including storm water runoff..."]

Thus the statute only authorizes municipalities to charge a stormwater utility fee to those users who actually use the public storm drainage system, and it therefore does not permit Oregon City to preclude full exemptions for any property that does not discharge stormwater into the drainage system. Residential properties cannot be precluded from the possibility of an exemption from the stormwater utility fee if such properties do not discharge into the storm drainage system.

2.

*Granting vacant parcels blanket exemptions from the stormwater utility fee.*

Second, the study recommends that vacant parcels pay the stormwater utility fee, because even vacant parcels generate runoff. Nevertheless, the proposed amendments maintain the full exemption for vacant parcels that exists currently in the code.

The continuing blanket exemption for vacant properties is very problematic in light of both 1) the 2021 stormwater rate study that recommends that vacant properties create runoff and therefore should be charged, and 2) the Sheetz case.

Here is the YouTube video of the June 3, 2026 City Commission meeting:

<https://www.youtube.com/watch?v=dnmvMXHD3ZE>

Beginning at approximately 2:12:40, it appears that the justification for the exemption for vacant parcels is the fact that the stormwater utility bill is collected via the water bill, and if

there is no water service / water meter on a vacant parcel, there is no way to charge a vacant parcel the stormwater fee.

Here is the issue, however: the current code already addresses billing a property that does not have a water meter. OCMC 13.16.070 states: “The service charges shall be collected with the monthly water bill for those connected to water *or billed alone as a storm drainage charge for those users not connected to or not otherwise charged for water service.*” (Emphasis added.)

It does not meet the Sheetz/Dolan “rough proportionality” test not to charge vacant parcels a stormwater utility fee even when they are contributing proportionally to the burden on the public storm drainage system.

Nor does it meet ORS 454.030(1), quoted above, that requires that “...each recipient of treatment works services within the municipality’s jurisdiction or service area will pay its *proportionate share* of the costs of operation...” of the public storm drainage system. (Emphasis added.)

Equally problematic is that the question of vacant parcels never arose or was discussed during the February 10, work session, as far as I can discern. Here is the YouTube video of that meeting:

<https://www.youtube.com/watch?v=-Eg9rLEa0ZM>

At approximately min. 52:00 Commissioner Wilson asks how many properties have been given full exemptions. The answer essentially was only the three properties associated with The Blue at Abernethy Creek in 2025.

But that answer did not address the significant number of vacant parcels that are given automatic exemptions under OCMC 13.16.100. It would certainly be possible in short order through GIS to calculate the amount of money the City would receive if it did not grant vacant parcels automatic exemptions. It would certainly be a huge amount, and would utterly overwhelm any loss of funds incurred by a just and fair exemption of those parcels, including single family residential parcels, that genuinely do not discharge into the storm drainage system.

The record simply does not provide justification for or substantiation of a continued full exemption from the stormwater utility fee for vacant parcels.

3.

*What is the real agenda?*

It is hard not to suspect that there is an unspoken agenda going on here: namely, that the

City wants to exempt its own vacant City and urban renewal properties from the stormwater utility fee.

But to do so, it appears to be forming an inappropriate alliance with wealthy corporations and individuals with large tracts of vacant land — such as in the North End, and in the Park Place, Thimble Creek, and South End concept plan areas — who can certainly afford to pay a proportionate share of their properties' contribution to the burden on the public storm water drainage system.

At least as far as these private landowners go, regular citizen property owners have to pay more in their stormwater utility fee bills to make up for the loss of this revenue from large private vacant parcels. That is unjust and unfair.

James Nicita  
302 Bluff Street  
Oregon City

# City of Oregon City

## STORMWATER UTILITY RATE STUDY

DRAFT REPORT  
March 2021

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**FCS GROUP**  
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# Section I. INTRODUCTION

## Utility Background

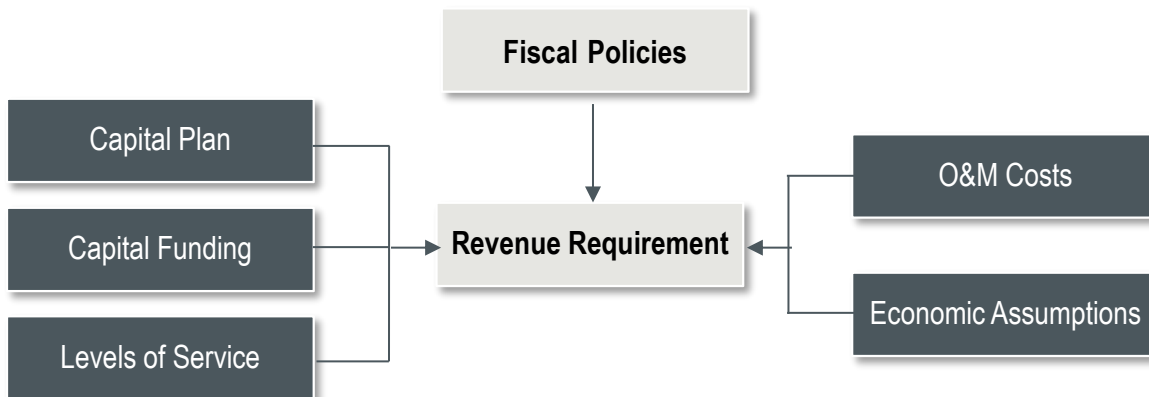
The City of Oregon City (City) stormwater utility prevents damage to people and property and maintains and enhances the City’s natural environment. Stormwater utility services include surface water development review and inspections, maintaining public stormwater systems, inspecting privately maintained stormwater systems, monitoring natural waterways, permit compliance, and providing stormwater education and outreach.

The City bills monthly fees to property owners within the City limits to provide resources needed to plan, manage, design, construct, maintain, revise, and upgrade the storm drainage and surface water runoff systems within the corporate limits of the City. The City contracted with FCS GROUP to perform a stormwater utility rate study, the main purpose of which is to ensure that the City has the resources to continue to provide these valuable services into the future.

## Rate Study

The main purpose of this rate study is to develop a funding plan (“revenue requirement”) for the City’s stormwater utility. The revenue requirement identifies the total revenue needed to fully fund the utility on a standalone basis considering operating and maintenance expenditures, fiscal policy achievement, and the capital project needs of the utility.

Exhibit 1: Revenue Requirement Overview



## Issue Papers

In support of the rate study, three issue papers were developed and have been included in **Appendix C** of this report: *Issue Paper #1: Fiscal Policies*, *Issue Paper #2: Rate Structures*, and *Issue Paper #3: Rate Credits*.

## Section II. FISCAL POLICIES

---

The basic framework for evaluating utility revenue needs includes sound fiscal policies. Several policy topics are important to consider as part of managing the finances of the stormwater utility, including: Cash Reserves, Capital Funding, and Rate Funded System Reinvestment. These policies were initially documented and reviewed with City staff in *Issue Paper #1*.

When evaluating fund reserve levels and objectives, it is important to recognize that the value of reserves lies in their potential use. A reserve strategy that deliberately avoids any use of reserves negates their purpose. The fluctuation of reserve levels may indicate that the system is working, while lack of variation over many years strongly suggests that the reserves are, in fact, unnecessary.

### Operating Reserves

An operating reserve is designed to provide a liquidity cushion; it protects the utility from the risk of short-term variation in the timing of revenue collection or payment of expenses. The most common operating reserve minimum balance target for stormwater utilities with monthly or bi-monthly billing is between 30 days to 45 days of operating expenses.

**Recommended Policy:** Achieve a year-end minimum balance target of **45 days** of total annual operating expenditures. This equates to a target of **\$350,000** in 2020 based on 2020 budgeted expenditures totaling \$2.85 million.

### Capital Reserve

This reserve provides a source of emergency funding for unexpected asset failures or other unanticipated capital needs. This capital reserve policy is not intended to guard against catastrophic system failure or extreme acts of nature. Minimum balances for capital reserves are often based on a percentage (commonly 1% to 2%) of the original cost of utility fixed assets or an amount determined sufficient to fund an emergency capital project or equipment failure.

**Recommended Policy:** Achieve a year-end minimum balance target of **1%** of the original cost of all plant-in-service. This equates to a target of **\$100,000** in 2020 based on a total original cost basis of \$9.80 million.

### Debt Related Policies

The City does not currently have any outstanding stormwater utility debt. Based on discussions with City staff, it is the City's preference that the stormwater utility continues to primarily cash-fund capital projects during the study period.

### Debt Reserve

A debt reserve is most often required as a condition of bond issuance, though some loan programs also require a reserve. The reserve intends to protect bondholders (or the agency issuing loans) from the risk of the borrower defaulting on their payments and is most often linked to either average annual debt service or maximum annual debt service.

**Recommended Policy:** The policy should be dictated by terms outlined in contracts for debt obligations if the stormwater utility chooses to utilize debt in the future.

## Debt Service Coverage

Debt service coverage is typically a requirement associated with revenue bonds, and it is an important benchmark to measure the riskiness of a utility’s capital funding plans. Coverage is most easily understood as a factor applied to annual debt service. In such a case, if it issues revenue bonds, the stormwater utility agrees to collect enough revenue to meet operating expenses and not only pay debt service but to collect an additional 25% above bonded debt service. The extra revenue is a “cushion” that makes bondholders more confident that debt service will be paid on time.

**Recommended Policy:** While 1.25 is a common legal minimum coverage for revenue bonds, FCS GROUP recommends a more conservative internal policy coverage target of at least 1.50 to 2.00 should the stormwater utility choose to utilize debt in the future.

## Rate Funded System Reinvestment

Rate funded system reinvestment is the funding of long-term infrastructure replacement needs through a regular (annual) and predictable rate provision, which helps minimize reliance on debt.

**Recommended Policy:** The City desires to continue to cash-fund its capital program. Therefore, the utility should strive to generate revenues to cover both operating costs and the annual average capital program. The level of rate funded system reinvestment will depend on the Commission’s selected level of service.

**Exhibit 2** provides a summary of the recommended fiscal policies for the stormwater utility.

**Exhibit 2: Summary of Fiscal Policies**

Policy	Recommended Target
Operating Reserve	45 Days of O&M: \$350,000 based on the 2020 budget
Capital Reserve	1% of plant-in-service original cost: \$100,000 in 2020.
Debt Service Coverage	If debt is issued, an internal policy target of at least 1.50 to 2.00 would be prudent
Rate Funded System Reinvestment	Set rates to allow the utility to cash fund its capital program

## Section III. REVENUE REQUIREMENT

This section presents the revenue requirement results for the stormwater utility. The forecasts within this section generate the revenue needed under each level of service to fund the utility on a standalone basis, considering operating and maintenance expenditures, fiscal policy achievement, and a portion of the capital projects identified in the City’s six-year capital plan for the stormwater utility.

### Levels of Service (Without Debt Issuances)

Three levels of service (LOS) have been developed for consideration: Baseline, Moderate Capital, and Full Capital. Each successive level of service introduced two new full time employee positions: a utility maintenance worker and a stormwater engineer, both to be introduced in 2022. Planned capital expenses were portrayed as a ‘capital budget’ for use on capital projects in the City’s capital improvement program (CIP). The three levels of service incorporated annual capital budgets of approximately \$1,700,000 (Baseline), \$2,400,000 (Moderate Capital), and \$3,200,000 (Full Capital). The Baseline level of service will fund all critical master plan and critical capital maintenance needs projects, the Moderate Capital level of service will fund all master plan projects, critical capital maintenance needs, and some additional capital maintenance, and the Full Capital level of service will fund all master plan projects and known capital maintenance needs. **Exhibit 3** summarizes the programs that would be funded under each level of service as well as the monthly rate impacts if the City does not issue debt to fund the capital program.

**Exhibit 3: Levels of Service (Cash Funded)**

Level of Service Matrix	Single Family Monthly Rate				Capital Projects	Cash Funded / Debt Funded Capital
	Existing	Year 1	Year 2	Year 3		
LOS 1: Baseline	\$10.86	\$11.95	\$13.14	\$14.45	Avg. \$1,700,000 / year in Capital Expenditures \$1.2M - critical master plan projects \$500k - critical maintenance needs	\$32,000,000 Cash Funded \$0 Debt Funded
	\$ change:	\$1.09	\$1.19	\$1.31		
LOS 2: Moderate Capital	\$10.86	\$12.54	\$14.48	\$16.73	Avg. \$2,400,000 / year in Capital Expenditures \$1.6M - Fund all master plan projects \$800k - critical maintenance needs and some additional maintenance	\$46,000,000 Cash Funded \$0 Debt Funded
	\$ change:	\$1.68	\$1.94	\$2.25		
LOS 3: Full Capital	\$10.86	\$13.14	\$15.89	\$19.24	Avg. \$3,200,000 / year in Capital Expenditures \$1.6M - Fund all master plan projects \$1.6M - Fund all known maintenance needs projects	\$60,100,000 Cash Funded \$0 Debt Funded
	\$ change:	\$2.28	\$2.75	\$3.35		

## Economic & Inflation Factors

The operating and maintenance expenditure forecast largely relies on the City’s 2020 adopted budget for the stormwater and SDC funds. The line items in the budget are then adjusted each year by utilizing one of the following factors:

- General Cost Inflation – assumed to be 2.0 percent per year based on the 20-City CPI index.
- Construction Cost Inflation – assumed to be 3.0 percent per year based on the historical Engineering News-Record’s Construction Cost Index (20-City Average).
- Labor Cost Inflation – assumed to be 2.0 percent per year based on the Employment Cost Index – Wages and Salaries, as well as a discussion with City staff.
- Benefits Cost Inflation – assumed to be 5.0 percent per year based on the Employment Cost Index – Benefits, as well as a discussion with City staff.
- Taxes – City franchise fee rate of 6.0 percent.
- Fund Earnings – assumed to be 0.50 percent per year based on the Local Government Investment Pool (LGIP) for Oregon.
- Growth in Rate Revenue before Increases – the City is assumed to add approximately 120 new dwelling units per year, per the City’s 2019 Housing Needs Assessment. This results in a growth rate of approximately 0.5 percent per year.

## Fund Balances

The stormwater utility has separate funds for tracking operating and capital activity. The combined beginning July 1, 2020 cash and investments balance was \$1,100,000. Of that total, City finance staff noted that \$739,000 was operating cash in Fund 410 and \$371,000 was reserved for capital expenditures in Fund 412, as shown in **Exhibit 4**.

**Exhibit 4: Stormwater Utility Fund Cash Balances**

Description	Beginning 2020 Cash Balances
Operating Reserve	\$1,064,212
Capital Reserve	\$336,122
SDC Reserve – Reimbursement	\$305,601
SDC Reserve – Improvement	\$85,138
Total Beginning Cash January 1, 2020	\$1,791,073

## Existing Debt Obligations

As noted previously, the City does not have any existing stormwater-related debt obligations. In the following sections, no new debt issuances are assumed.

## Revenue Requirement Results – Baseline LOS

**Exhibit 5** graphically represents the revenue requirement forecast through 2029 for the Baseline Capital LOS scenario. Detailed observations are provided below:

- **Solid line:** Revenue at existing rates.

Total revenue is expected to be roughly \$3,150,000 in 2020 and is expected to increase 0.50 percent per year with customer growth, before future rate adjustments.

- **Dashed line:** Revenues with rate increases.

As the operating and capital costs associated with the Baseline LOS are incorporated into the forecast, rate revenue must increase to cover those obligations. Total revenues are expected to grow to just over \$5,050,000 per year by 2029.

- **Dark blue bar:** Operating and maintenance expense (O&M).

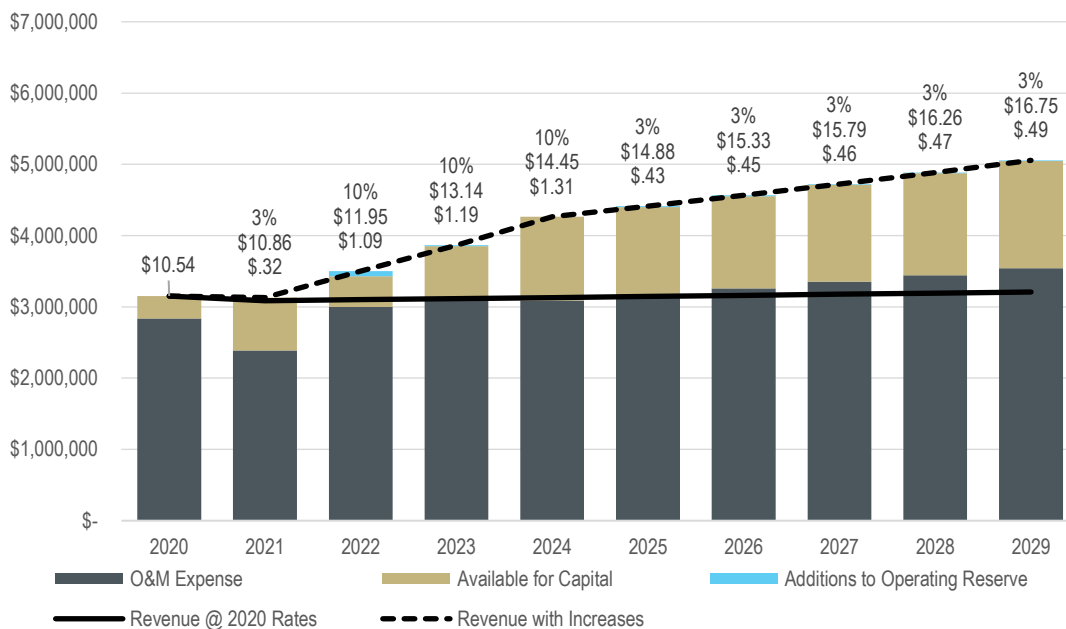
Operating expenses are based on the adopted 2020 budget plus the additional costs associated with the Baseline Capital LOS. Operating expenses are expected to grow to \$3,500,000 by 2029. The one-time ‘drop’ in operating expenses in 2021 is related to transfers out to other City funds.

- **Tan bar:** Available for capital.

This amount increases gradually after 2021 as revenues increase with rate increases. By 2029, \$1,500,000 per year would be available for capital projects.

- **Light blue bar:** Additions to the operating reserve to keep pace with escalating O&M.

**Exhibit 5: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29\* (Baseline LOS)**



*\*The graph labels show the monthly revenue adjustment, the single-family monthly rate, and the monthly change to the single-family rate.*

## Revenue Requirement Results – Moderate Capital LOS

**Exhibit 6** graphically represents the revenue requirement forecast through 2029 for the Moderate Capital LOS scenario. Detailed observations are provided below:

- **Solid line:** Revenue at existing rates.

Total revenue is expected to be roughly \$3,150,000 in 2020 and is expected to increase 0.50 percent per year with customer growth, before future rate adjustments.

- **Dashed line:** Revenues with rate increases.

As the operating and capital costs associated with the Moderate Capital LOS are incorporated into the forecast, rate revenue must increase to cover those obligations. Total revenues are expected to grow to \$5,800,000 per year by 2029.

- **Dark blue bar:** Operating and maintenance expense (O&M).

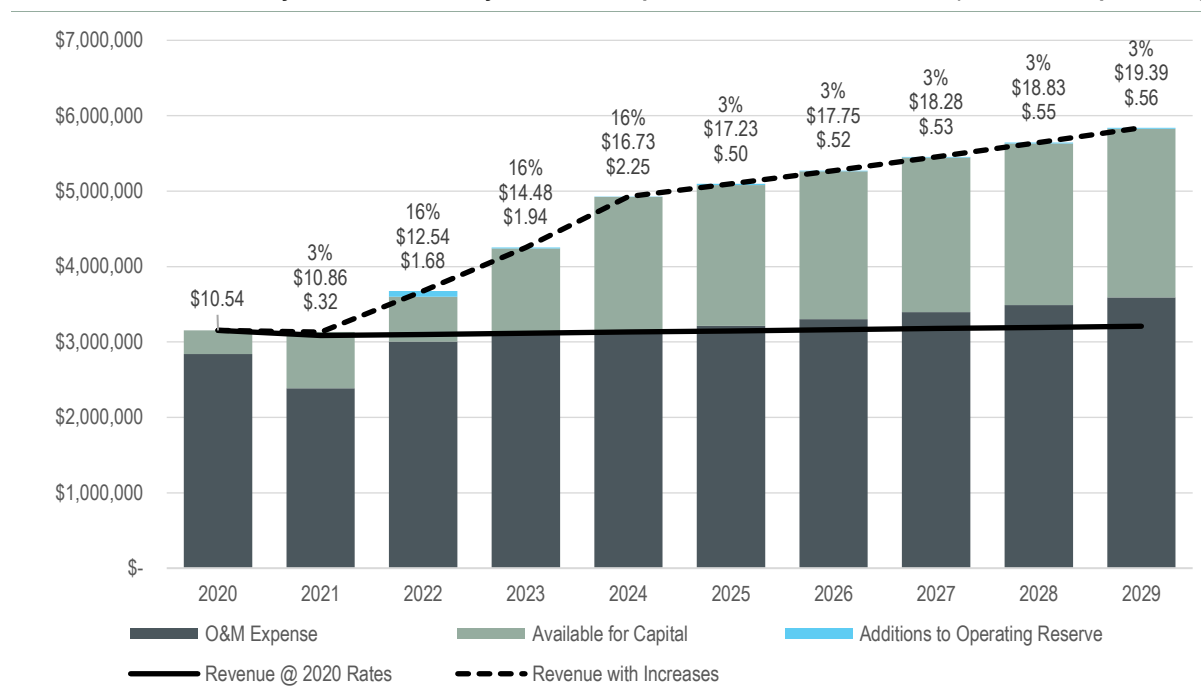
Operating expenses are based on the adopted 2020 budget plus the additional costs associated with the Moderate Capital LOS. Operating expenses are expected to grow to \$3,600,000 by 2029. The one-time ‘drop’ in operating expenses in 2021 is related to transfers out to other City funds.

- **Green bar:** Available for capital.

This amount increases gradually after 2021 as revenues increase with rate increases. By 2029, \$2,200,000 per year would be available for capital projects.

- **Light blue bar:** Additions to the operating reserve to keep pace with escalating O&M.

**Exhibit 6: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29\* (Moderate Capital LOS)**



\*The graph labels show the monthly revenue adjustment, the single-family monthly rate, and the monthly change to the single-family rate.

## Revenue Requirement Results – Full Capital LOS

**Exhibit 7** graphically represents the revenue requirement forecast through 2029 for the Full Capital LOS scenario. Detailed observations are provided below:

- **Solid line:** Revenue at existing rates.

Total revenue is expected to be roughly \$3,150,000 in 2020 and is expected to increase 0.50 percent per year with customer growth, before future rate adjustments.

- **Dashed line:** Revenues with rate increases.

As the operating and capital costs associated with the Full Capital LOS are incorporated into the forecast, rate revenue must increase to cover those obligations. Total revenues are expected to grow to \$6,700,000 per year by 2029.

- **Dark blue bar:** Operating and maintenance expense (O&M).

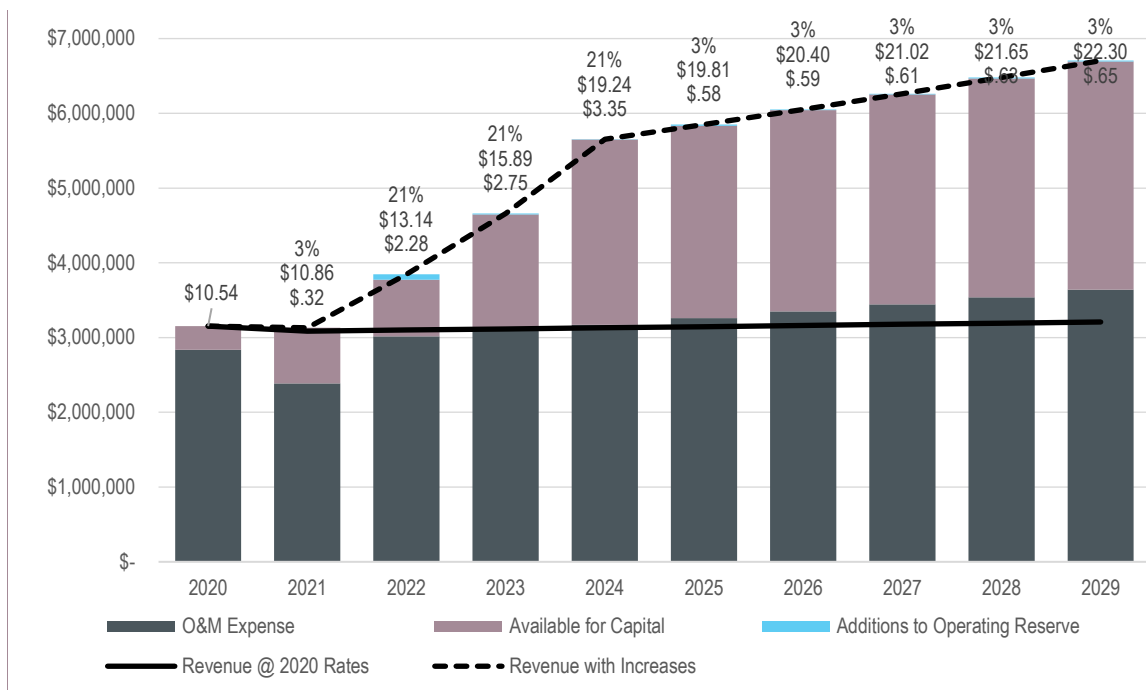
Operating expenses are based on the adopted 2020 budget plus the additional costs associated with the Full Capital LOS. Operating expenses are expected to grow to \$3,650,000 by 2029. The one-time ‘drop’ in operating expenses in 2021 is related to transfers out to other City funds.

- **Lavender bar:** Available for capital.

This amount increases gradually after 2021 as revenues increase with rate increases. By 2029, \$3,050,000 per year would be available for capital projects.

- **Light blue bar:** Additions to the operating reserve to keep pace with escalating O&M.

**Exhibit 7: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29\* (Full Capital LOS)**



\*The graph labels show the monthly revenue adjustment, the single-family annual rate, and the monthly change to the single-family rate.

## Levels of Service (With Debt Issuances)

Alternative scenarios were prepared which assume the issuance of debt to fund some capital projects, rather than funding capital projects entirely through rates. The levels of service in these debt issuance scenarios are the same as assumed in the previous cash-funded scenarios. **Exhibit 8** summarizes the rate impacts if the City issues debt to fund the capital program; these rates may be directly compared to those in the previous section showing the impact of issuing debt.

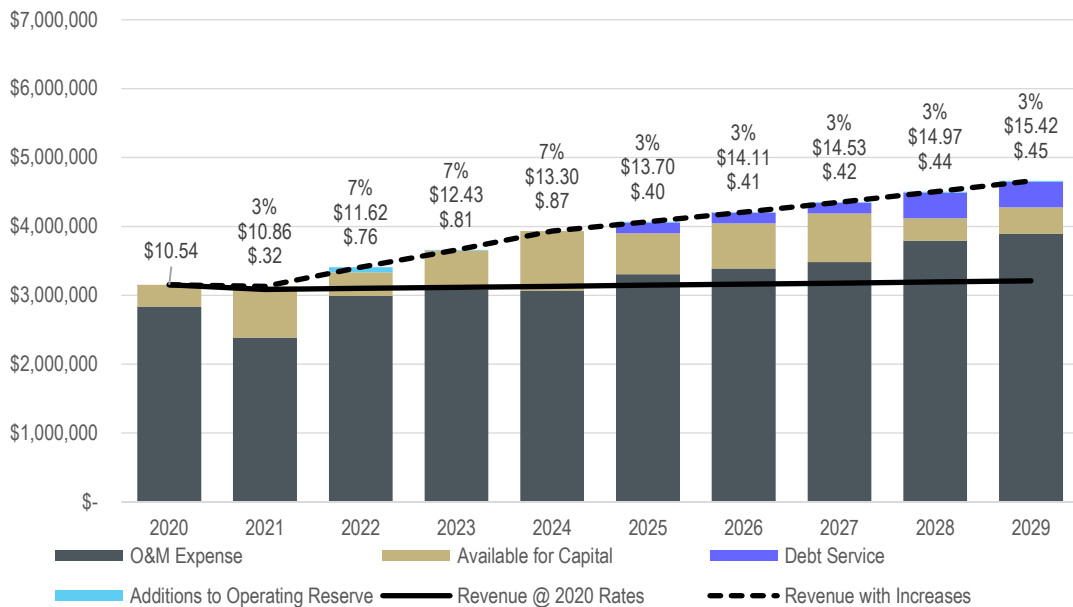
**Exhibit 8: Levels of Service (Debt Funded)**

Level of Service Matrix	Single Family Monthly Rate				Capital Projects	Cash Funded / Debt Funded Capital
	Existing	Year 1	Year 2	Year 3		
LOS 1: Baseline	\$10.86	\$11.62	\$12.43	\$13.30	Avg. \$1,700,000 / year in Capital Expenditures \$1.2M - critical master plan projects \$500k - critical maintenance needs	\$14,200,000 Cash Funded <u>\$17,800,000 Debt Funded</u> \$32,000,000 Total Capital
	\$ change:	\$0.76	\$0.81	\$0.87		
LOS 2: Moderate Capital	\$10.86	\$12.16	\$13.62	\$15.25	Avg. \$2,400,000 / year in Capital Expenditures \$1.6M - Fund all master plan projects \$800k - critical maintenance needs and some additional maintenance	\$21,300,000 Cash Funded <u>\$24,700,000 Debt Funded</u> \$46,000,000 Total Capital
	\$ change:	\$1.30	\$1.46	\$1.63		
LOS 3: Full Capital	\$10.86	\$12.49	\$14.36	\$16.51	Avg. \$3,200,000 / year in Capital Expenditures \$1.6M - Fund all master plan projects \$1.6M - Fund all known maintenance needs projects	\$24,500,000 Cash Funded <u>\$35,600,000 Debt Funded</u> \$60,100,000 Total Capital
	\$ change:	\$1.63	\$1.87	\$2.15		

## Revenue Requirement Results – With Debt Issuances

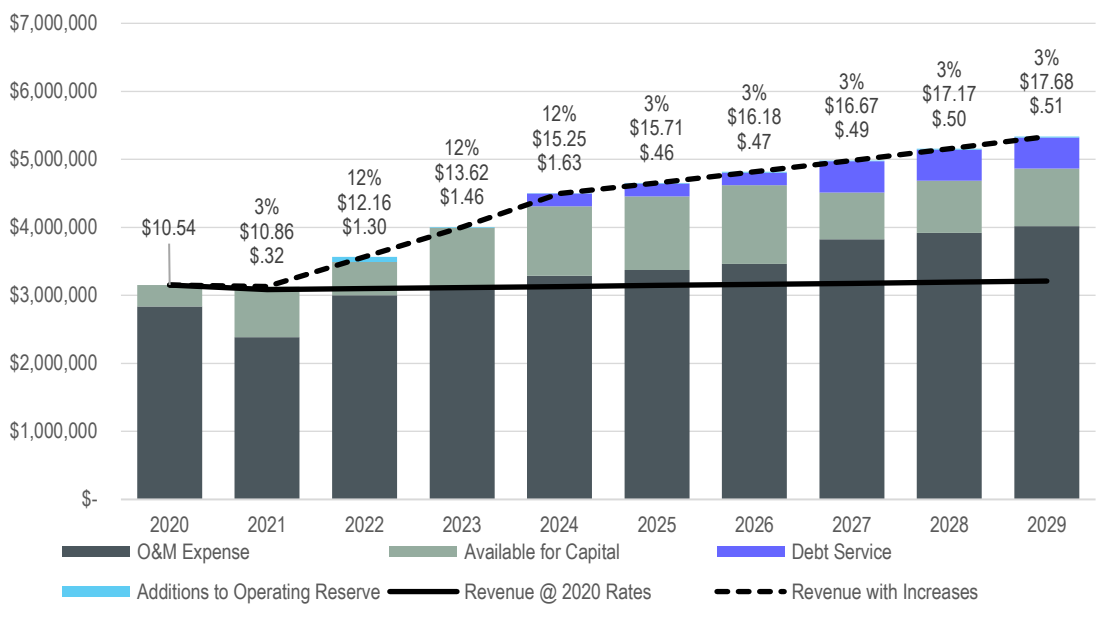
**Exhibits 9, 10, and 11** graphically represent the revenue requirement forecast through 2029 for the each of the previously discussed levels of service, assuming the City issues debt at the levels presented in each scenario.

**Exhibit 9: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29\* (Baseline LOS)**



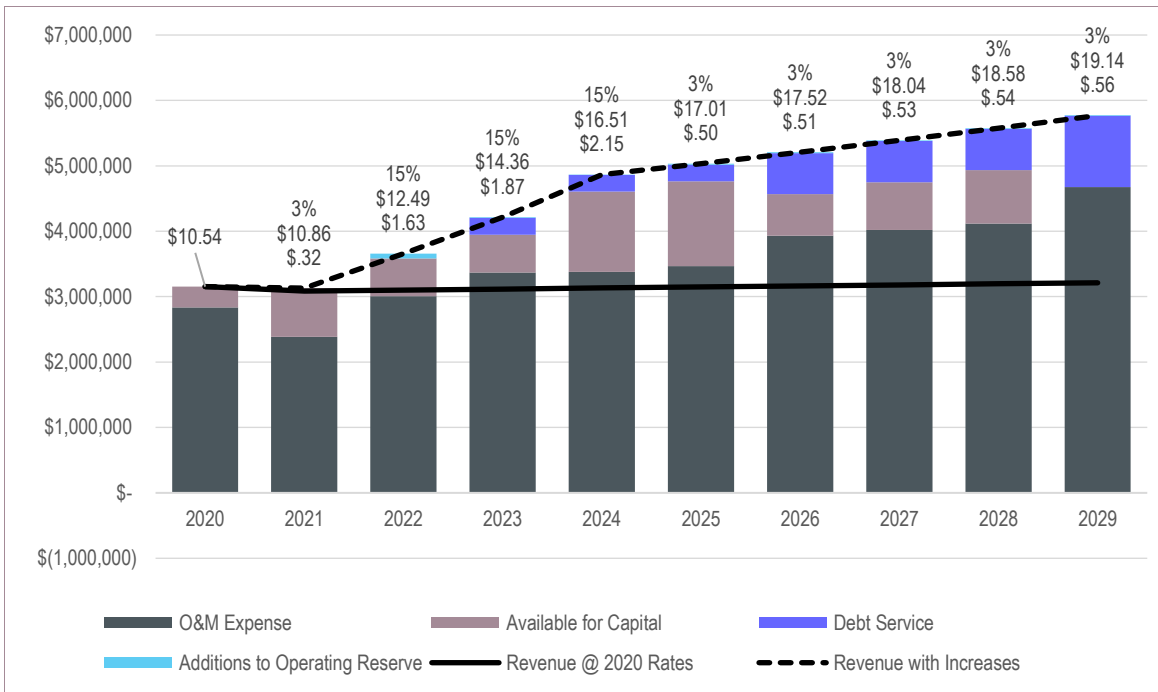
For the Baseline LOS, the total debt issuance is assumed to be \$17,800,000, resulting in annual debt service payments of \$375,000 by 2029.

**Exhibit 10: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29\* (Moderate Capital LOS)**



For the Moderate Capital LOS, the total debt issuance is assumed to be \$24,700,000, resulting in annual debt service payments of \$450,000 by 2029.

**Exhibit 11: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29\* (Full Capital LOS)**



For the Full Capital LOS, the total debt issuance is assumed to be \$35,600,000, resulting in annual debt service payments of \$1,100,000 by 2029.

## Section IV. RATE CREDITS

A stormwater customer who provides onsite mitigation that is over and above the City’s minimum requirements can reduce the utility’s costs. Providing a rate credit for this additional mitigation can therefore be an appropriate incentive. This section provides an analytically-based maximum rate credit that the City may offer (if it offers one at all). For administrative practicality, if the City does decide to offer rate credits, we recommend that only commercial properties should be considered eligible for credits.

After calculating the total revenue requirement for the utility, we determined the maximum rate credit using the following approach. Each category of stormwater program costs was allocated between base and use. “Base” costs are not avoidable even with universal onsite mitigation. “Use” costs are theoretically avoidable with sufficient onsite mitigation. Results are shown in **Exhibit 12** below.

**Exhibit 12: Base and Use Categorization**

Expense Description	% Base	% Use
Personnel Services	92%	8%
Materials and Services	78%	22%
Transfers Out	100%	0%
Cash Funded Capital	33%	67%

These allocations of the FY 2021-22 projected costs resulted in approximately 71 percent of expenses classified as base costs 29 percent classified as use costs.

The maximum rate credit was determined by dividing each component cost by the expected number of ESUs to be charged. It was assumed that up to 10 percent of all ESUs would be lost to credits, or refinements to their chargeable area based on updated measurements. The calculation of the maximum credit amount is summarized in **Exhibit 13** below.

**Exhibit 13: Calculation of Maximum Credit**

	Base	Use	Total (\$)
Total	\$ 2,419,925	\$ 1,018,774	\$ 3,438,698
Storm Units	24,195	24,195	
Credit Qualifying (10%)		(1,379)	
Chargeable Storm Units	24,195	22,816	
<b>Annual Charge per Unit</b>	<b>\$ 100.02</b>	<b>\$ 44.65</b>	<b>\$ 144.67</b>
<i>Maximum Credit Provided</i>		<b>31%</b>	

The result of the credit calculation is a maximum rate credit of 31 percent for qualifying on-site mitigation.

## Section V. SUMMARY

A review of the rates for each scenario (baseline, moderate capital, full capital, with and without debt) is provided as shown in **Exhibit 14**.

**Exhibit 14: Rate Increase Scenarios**

LOS Matricies	Existing	Year 1	Year 2	Year 3
LOS 1: Cash funded	<b>\$10.86</b>	<b>\$11.95</b>	<b>\$13.14</b>	<b>\$14.45</b>
\$ change		\$1.09	\$1.19	\$1.31
LOS 2: Cash funded	<b>\$10.86</b>	<b>\$12.54</b>	<b>\$14.48</b>	<b>\$16.73</b>
\$ change		\$1.68	\$1.94	\$2.25
LOS 3: Cash funded	<b>\$10.86</b>	<b>\$13.14</b>	<b>\$15.89</b>	<b>\$19.24</b>
\$ change		\$2.28	\$2.75	\$3.35
LOS 1: Debt funded	<b>\$10.86</b>	<b>\$11.62</b>	<b>\$12.43</b>	<b>\$13.30</b>
\$ change		\$0.76	\$0.81	\$0.87
LOS 2: Debt funded	<b>\$10.86</b>	<b>\$12.16</b>	<b>\$13.62</b>	<b>\$15.25</b>
\$ change		\$1.30	\$1.46	\$1.63
LOS 3: Debt funded	<b>\$10.86</b>	<b>\$12.49</b>	<b>\$14.36</b>	<b>\$16.51</b>
\$ change		\$1.63	\$1.87	\$2.15

### Commission Decision

Results of this study were presented to the City Commission on March 11<sup>th</sup>, 2021. The commission indicated a preference for the cash-funded LOS 2. **Exhibits 15, 16, and 17** show the forecasted rate increases and reserve balances in this scenario.

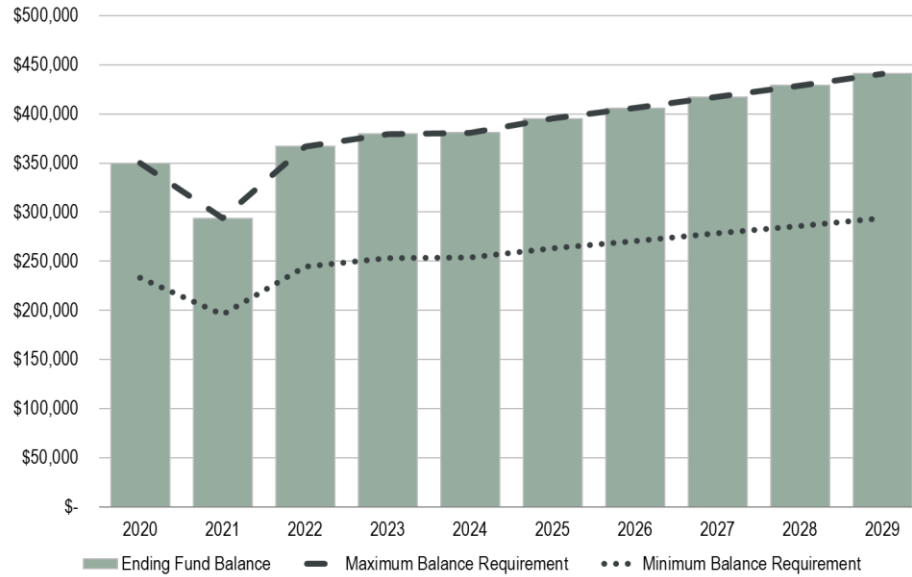
**Exhibit 15: Summary Results of the Revenue Requirement Forecast – Selected LOS**

Summary of Rate Adjustments	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Annual Rate Adjustments	\$10.86	\$12.54	\$14.48	\$16.73	\$17.23	\$17.75	\$18.28	\$18.83	\$19.39

## Forecasted Reserves – LOS 2 Cash Funded

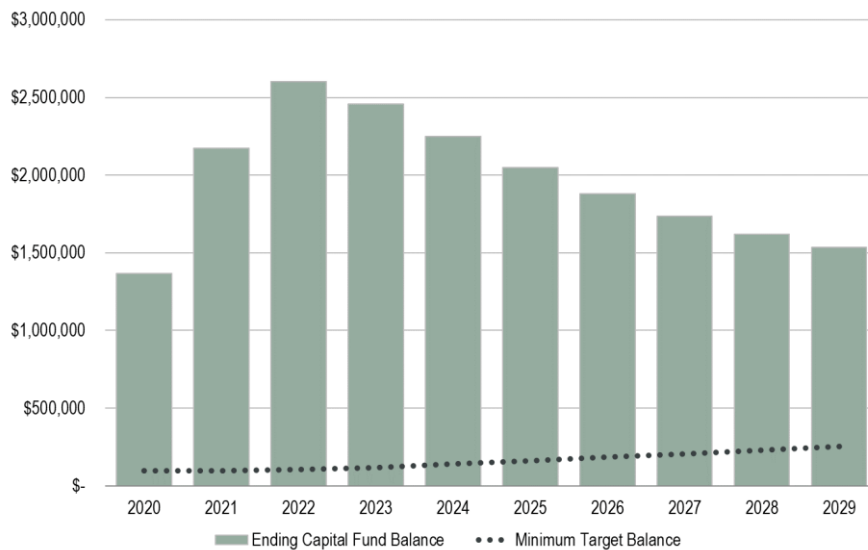
### Operating Reserve

**Exhibit 16: Operating Reserve Forecast**



### Capital Reserve

**Exhibit 17: Capital Reserve Forecast**



The rate strategy does forecast a drawing down of the capital reserve over the twenty-year timeline, as indicated in **Exhibit 17**. Depending on the timing associated with the execution of capital projects, this capital reserve will fluctuate from year-to-year but does not fall below the minimum target balance.

## Section VI. CONCLUSION

### Revenue Requirement & Rate Schedule

The recommended rate increases in **Exhibit 18** allow the stormwater utility to accomplish the following:

- Continue to fund existing and planned operating expenses, plus inflation;
- Allow the utility to fund \$15.6 million in capital projects 2020-2029 (escalated dollars);
- Generate nearly \$2.2 million per year for rate-funded capital by 2029; and
- Maintain utility reserves at a healthy level throughout the forecast.

**Exhibit 18** shows the recommended rate adjustments applied to the City’s existing rate structure.

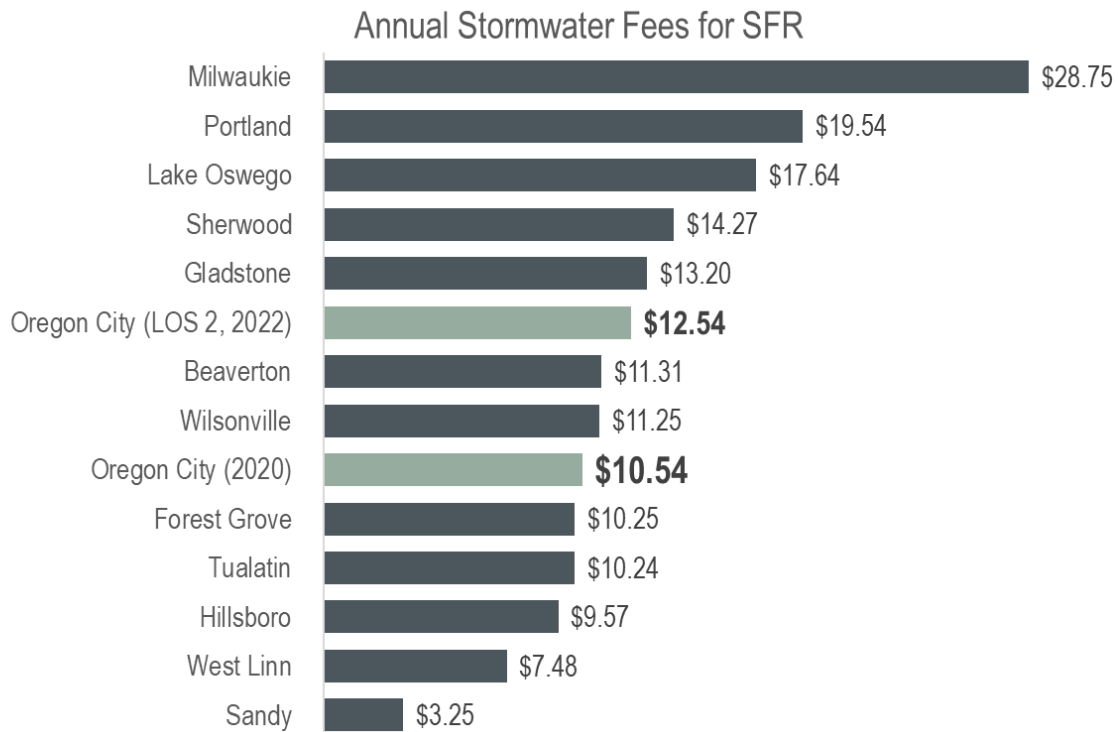
**Exhibit 18: Rate Schedule Forecasts**

Existing Rate Structure	FY 2020	Existing FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
<b>Annual Increases</b>		<b>\$0.32</b>	<b>\$1.68</b>	<b>\$1.94</b>	<b>\$2.24</b>	<b>\$0.50</b>	<b>\$0.52</b>	<b>\$0.53</b>	<b>\$0.55</b>	<b>\$0.56</b>
Single Family Residential (per parcel)	\$10.54	\$10.86	\$12.54	\$14.48	\$16.73	\$17.23	\$17.75	\$18.28	\$18.83	\$19.39
Multi-Family Residential (per ERU)	\$10.54	\$10.86	\$12.54	\$14.48	\$16.73	\$17.23	\$17.75	\$18.28	\$18.83	\$19.39
Commercial Class 1 (per Storm Unit)	\$10.54	\$10.86	\$12.54	\$14.48	\$16.73	\$17.23	\$17.75	\$18.28	\$18.83	\$19.39

## Single-Family Residential Rate Comparison

As a resource to the City and its customers, a rate survey of regional stormwater utilities is provided below. **Exhibit 19** shows each jurisdiction’s 2020 monthly single-family residential rate. Note that each jurisdiction has a unique set of geographic traits, customers, and system characteristics that can have a significant impact on rates.

**Exhibit 19: Monthly 2020 Single-Family Residential Stormwater Rates**



## Updating This Study’s Findings

It is recommended that the City revisit the study findings during the forecast period to check that the assumptions used are still appropriate and that no significant changes have occurred that would alter the results of the study. The City should use the study findings as a living document, routinely comparing the study outcomes to actual revenues and expenses. Any significant or unexpected changes may require adjustments to the rate strategy recommended in this report.

# Section VII. APPENDICES

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## Appendix A - Issue Papers

# STORMWATER FISCAL POLICIES

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## BACKGROUND

The basic framework for evaluating utility revenue needs includes sound fiscal policies. Intended to promote long-term financial viability for the utility, these policies can address a variety of topics including cash management, a capital funding strategy, and financial performance.

There are several policy topics that can be important to consider further as part of managing the finances of the Oregon City Stormwater Division:

- Cash Reserves;
- Debt Management;
- Capital Funding; and
- Replacement Reserve Funding.

When evaluating fund reserve levels and objectives, it is important to recognize that the value of reserves lies in their potential use. A reserve strategy that deliberately avoids any use of reserves negates their purpose. Fluctuation of reserve levels may indicate that the system is working, while lack of variation over many years strongly suggests that the reserves are, in fact, unnecessary.

## CASH RESERVES

Reserves are a key component of any utility financial strategy, as they provide the flexibility to manage variations in costs and revenues that could otherwise have an adverse impact on ratepayers. For the purpose of rate and financial planning, resources are commonly separated into the following distinct accounts or funds:

- Operating Reserves,
- Capital Reserves,
- SDC Reserves, and
- Debt Reserves.

### Operating Reserves

An operating reserve is designed to provide a liquidity cushion; it protects the utility from the risk of short-term variation in the timing of revenue collection or payment of expenses. Like other types of reserves, operating reserves can help smooth rate increases over time.

Target balances for an operating reserve are generally expressed as a certain number of days of operating expenses (less transfers), with the minimum target varying with expected revenue volatility. Industry practice for utility operating reserves typically ranges from 30 days (8%) to 120 days (33%) of operating expenses, with the lower end more appropriate for utilities with stable revenue streams and the higher end of the range more appropriate for utilities with significant seasonal or consumption-based fluctuations.

The most common operating reserve target for stormwater management utilities with monthly billing schedules, like Oregon City, is between 30 days to 60 days of operating expenses (Table 1).

**Table 1. Operating Reserve Policy Recommendation**

Policy	Common Target	Recommended Target
Operating Reserve	30 to 60 Days of O&M	30 to 60 Days of O&M

In any year where operating reserves exceed the maximum days (i.e., 30-60 days) of operating expenses, it is assumed that the excess cash can be used to help pay for capital projects. This can be accomplished by calculating the target balance and comparing it against the actual existing cash balance. If the actual balance is greater than the target, the difference can be designated as a capital resource.

## Capital Reserves

The capital reserve consists of cash that has been set aside for capital purposes. Resources can include utility rate revenue, grants, and debt proceeds. This fund provides a source of emergency funding for unexpected asset failures or other unanticipated capital needs. It can also help the utility address cash flow issues related to capital projects. For example, grants that the utility may rely upon to meet its capital needs may have a local cash matching requirement.

Given these different purposes, there are a variety of potential benchmarks for setting a minimum balance for this reserve. Some potential options include:

- A percentage (commonly 1 to 2%) of the original cost of fixed assets (Table 2);
- A rolling multi-year average of capital improvement program (CIP) costs; or
- An amount determined sufficient to fund an equipment failure.

However, this capital reserve policy is not intended to guard against catastrophic system failure or extreme acts of nature.

**Table 2. Capital Reserve Policy Recommendation**

Policy	Common Target	Recommended Target
Capital Reserve	1 to 2% of Original Cost of Assets	1 to 2% of Original Cost of Assets

## System Development Charge Reserves

System development charge (SDC) revenue includes both reimbursement and improvement fee receipts. Revenue from each fee should be held in a separate reserve account. These funds are used to pay for capital projects, with the improvement fee balance to be used only for projects that expand the capacity of the system.

## DEBT MANAGEMENT

### Debt Reserve

The debt reserve is most often required as a condition of bond issuance, though some loan programs also require a reserve. The intent of the reserve is to protect bondholders (or the agency issuing loans) from the risk of the borrower defaulting on their payments.

The minimum balance for this reserve (typically specified in the bond/loan agreement) is most often linked to either average annual debt service, maximum annual debt service, or the amount issued (Table 3).

**Table 3. Debt Reserve Policy Recommendation**

Policy	Common Target	Recommended Target
Debt Reserve	Depends on type of debt issued.	Policy should be dictated by terms outlined in contracts for debt obligations, if applicable.

### Debt Service Coverage

Debt service coverage is typically a requirement associated with revenue bonds and some state loans, and it is an important benchmark to measure the riskiness of the utility’s capital funding plans. Coverage is most easily understood as a factor applied to annual debt service. In such a case, if it sells revenue bonds, the utility agrees to collect enough revenue to meet operating expenses and not only pay debt service, but collect an additional 25% increment above bonded debt service.

The extra revenue is a “cushion” that makes bondholders more confident that debt service will be paid on time. The extra revenue can be used for capital expenditures, to build reserves for future asset replacement, or for debt service on subordinate debt. Depending on the targeted rating level, some rating agencies suggest an annual debt service coverage target of 1.70 or greater (*Moody’s Rating Methodology, US Municipal Utility Revenue Debt; October 2017*) (Table 4). Achieving a bonded debt service coverage level greater than the minimum required level is a positive signal that bond rating agencies notice, and can result in more favorable terms if the utility goes to the market for bonds.

**Table 4. Debt Service Coverage Policy Recommendation**

Policy	Common Target	Recommended Target
Debt Service Coverage	Depends on type of debt issued and targeted debt rating level (e.g., Aaa, Aa, A, etc.)	According to Moody’s, a target range of between 1.25x and 1.70x might contribute towards an “A” rating. A range of 1.70x and 2.00x; an “Aa” rating.

## CAPITAL FUNDING

Utilities can typically draw funds for capital improvement projects from a variety of sources, such as grants, system development charges, utility rates, and debt. While grants and developer contributions would logically be applied to project costs first, the next choice in the funding “hierarchy” is not necessarily apparent. A list of considerations is provided below.

### Debt Funding

Debt mitigates the financial impact of capital investment on ratepayers, but comes with issuance and interest costs. A utility’s ability to meet coverage and other debt-related requirements may limit the amount of additional debt that it can issue. Additionally, excessive amounts of outstanding debt can affect a utility’s credit rating (and its ability to secure low-interest debt).

### Cash Funding

Capital cash resources (e.g., system development charges, replacement reserve funding) can be applied to project costs directly, or they can be held in reserve or used toward annual debt service payments.

### Resulting Considerations

The specific decision regarding whether to fund projects by debt or by cash is an important policy decision that will likely be driven by a number of considerations. While cash funding will be cheaper in the long run because there is no interest cost, debt funding may be the more practical option since it allows for the payment of costs over an extended period of time. Using debt to spread the cost over time also promotes “generational equity,” ensuring that future customers pay for their fair share of system costs.

The overlay of other financial policies related to coverage and replacement reserve funding can implicitly define equity generation through rates and system development charges, automatically constraining the need for debt to reasonable levels. In this case, a new policy related to debt financing may not provide added value to financial planning or viability.

### Across the Industry

Drawing from a report from Black & Veatch, “*2018 Stormwater Utility Survey*”, of the 75 participants surveyed (from 21 states), the weighted funding profile for surface water and stormwater utility capital projects was approximately 87% cash versus 13% with debt. This result is up from 85% cash in 2014.

## REPLACEMENT RESERVE FUNDING (RRF)

The concept of replacement reserve funding is essentially funding long-term infrastructure replacement needs through a regular and predictable rate provision. An RRF program can be structured to take into account the defined funding source (rate revenue), accumulation of funds when funding exceeds near-term needs, and augmentation of funds (e.g., through debt) when replacement needs exceed available cash resources.

Specific benchmarks for annual funding might include any of the following:

- Original cost depreciation expense;
- Replacement cost depreciation expense;
- Asset management plan; and
- Directly budgeted replacement project expenditures.

Each of these benchmarks are described in more detail in the following subsections.

## Original Cost Depreciation Expense

This approach fully funds the decline in asset value attributable to the wear and tear from routine use, as measured by original construction costs. It avoids decline in system asset value (financial integrity) by replacing physical assets with cash assets.

However, as the General Finance Officers Association (GFOA) notes in their capital asset management recommendations, “Simply budgeting for the historical acquisition value of the asset may not take into account changes in price for a new asset or cases where the asset may not need full replacement based on the condition assessment,” (*Recommendation 7*).

## Replacement Cost Depreciation Expense

This approach estimates the replacement cost of the system, and bases the funding target on this higher cost. This approach more closely conforms to the true cost of replacing the system or asset.

## Asset Management Plan

This approach identifies a specific dollar amount of funding to be budgeted annually, ideally based on an asset management plan. An asset management plan is typically based on an accurate asset inventory, supplemented by routine asset condition assessments.

## Directly Budgeted Replacement Project Expenditures.

By budgeting replacement expenditures as they occur, this approach does not attempt to anticipate or accumulate toward replacement needs and is likely to provide highly variable annual requirements.

## Summary

Of these various approaches, only the Asset Management Plan approach is actually designed to ensure full funding of replacement needs, assuming the accuracy of assumptions used (Table 5). All of the others are intended to provide reasonable contributions toward meeting replacement needs, but do not ensure the adequacy of such funding.

Most commonly, utilities that have addressed replacement funding needs have used historical (original cost) depreciation expense as the basis for a reasonable level of reinvestment in the system. This strategy and level of funding satisfies several standards for reasonable rates:

- It avoids decline in system asset value (financial integrity);

- It charges customers commensurate with their consumption of facility useful lives and avoids the possibility of charging customers more than the current cost to provide service (rate equity); and
- It provides a substantial source of funding for replacement (capital funding adequacy).

**Table 5. Replacement Reserve Funding Recommendation**

Policy	Common Target	Recommended Target
Replacement Reserve Funding	Based on original cost or replacement cost depreciation. Asset management plans are becoming more popular—and important—and would provide a more-detailed funding strategy beyond what annual depreciation would suggest.	Implement an asset management plan. Absent that, fund at least 100% of original cost depreciation. Consider building rates over time to fund replacement cost depreciation.

## RECOMMENDATIONS

We recommend that the City consider the following fiscal policies for the Stormwater Management utility.

**Table 6. Summary of Recommendations**

Policy	Common Target	Recommended Target
Operating Reserve	30 to 60 Days of O&M	30 to 60 Days of O&M
Capital Reserve	1 to 2% of Original Cost of Assets	1 to 2% of Original Cost of Assets
SDC Reserve	Account for reimbursement and improvement fees separately	
Debt Service Coverage	Minimum required: 1.25x	If debt is issued, an internal policy target of 2.00x may be prudent.
Replacement Reserve Funding	Asset management plans are becoming more popular.  Otherwise, a percentage of depreciation (original cost or replacement cost).	Develop Asset Management Plan.  Or fund at least 100% of original cost depreciation.

# STORMWATER RATE STRUCTURE ALTERNATIVES

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## ISSUE

The City of Oregon City imposes monthly storm drainage charges on properties within the City limits. The City has requested an evaluation to determine whether or not the current rate structure is optimal, given the City's policy objectives.

## RATE STRUCTURE ALTERNATIVES

There are a number of potential rate structure alternatives that can be considered for a stormwater utility, several of which are evaluated below. When evaluating these structures, it is important to balance equity and administrative feasibility. For example, if a rate structure is considered to be very equitable but is cost prohibitive to setup and maintain, a less "perfect" approach may be more desirable if it is less costly to administer.

### **Option 1: Impervious Surface Area / Equivalent Service Unit (Recommended for Consideration)**

The most common stormwater rate approach is to charge customers based on impervious surface area, the hard surface area that prevents or impedes the permeation of water into the ground. Impervious surface area is widely accepted as an appropriate measure of a property's contribution of runoff, providing a rational nexus to service received from a stormwater management utility. Given the diversity that exists among non-single-family residential properties, it is common to charge these customers based on actual measured impervious surface area. Because tracking parcel-specific measurements of impervious area for single-family customers would add considerable administrative effort and complexity to the rate structure, the more common practice is to impose a uniform rate on single-family residences based on an estimated average amount of impervious surface area. Though this approach may overcharge smaller residences and undercharge larger residences, it is widely considered to be an acceptable compromise between equity and practicality.

### **Option 2: Density of Development (City of Oregon City's Existing Rate Structure)**

An alternative measurement of runoff contribution involves applying "density factors" to gross parcel size, adjusting charges depending on the percentage of the parcel covered by hard surface. This approach can acknowledge that, for example, 3,000 square feet of impervious area on a 5,000 square foot lot more directly impacts the public system than an equivalent impervious area on a one-acre lot. As with the approach based on impervious surface area, this approach is an appropriate charge basis because it adequately quantifies the relationship between the rate paid and the level of service received.

### **Option 3: Runoff Coefficients**

This approach is similar to the "density of development" approach in that it can be used to adjust a parcel's charge based on its runoff characteristics; however, it is more closely associated with a parcel's physical properties. When applied to lot size, runoff coefficients are generally accepted as a measure of runoff contribution (and service received). Implementing this approach requires

information relating to the basic characteristics of land (e.g., slope and soil type), land use, and lot size. Depending on slope variables and soil characteristics, undeveloped parcels may also be subject to charges under this approach. In measuring runoff contributions by evaluating property-specific characteristics that may impact those contributions, this approach rationally recovers the costs of several aspects of the stormwater utility.

#### Option 4: Land Use

Alternatively, runoff characteristics can be linked to types of land use. For example, empirical analysis may find that industrial land use has a more significant contribution to water quality problems from surface water runoff than undeveloped land (justifying a proportionately higher industrial rate to equitably recover program costs).

#### Option 5: Trip Generation

While most rate structure options focus on runoff contribution, a structure based on trip generation relates automobile traffic to non-point-source pollution contributed by properties. The Institute of Transportation Engineers' *Trip Generation Manual* assigns a number of daily trips to specific categories of land use – this information could be used to recover the costs of water quality activities within the surface water management program. Customer land uses and floor area would also be required in order to calculate equitable rates.

## CITY OF OREGON CITY'S EXISTING RATE STRUCTURE

The City currently utilizes the Density of Development (Option 2) rate structure, as defined in Oregon City Municipal Code (OCMC) Section 13.16.020. The City's storm drainage rate is a fixed charge per equivalent residential unit (ERU). Each residential account is considered one ERU while ERUs for all non-residential accounts are determined by two factors:

- Area Range Number (ARN): ranges of gross area square footages are used to classify non-residential properties into groups of similar parcel size. For example, parcels with gross areas of one to two thousand five hundred square feet are assigned an area range number of 1. Parcels with gross areas of two thousand five hundred to five thousand square feet have an ARN of 2. These increments continue on so that each additional range of two thousand five hundred square feet is counted as an additional ARN of 1.
- Development Intensity Factor (DIF): this factor is indicative of the land use or assumed impervious coverage of each property.

Table 1 represents the DIFs for each of the existing land uses and zoning to be used in determination of non-residential ERUs.

**Table 1. Development Intensity Factors (DIFs)**

Nonresidential Land Use or Zoning	Development Intensity Factor
LOC limited office conditional	0.70
LO limited office	0.80
NC neighborhood commercial	0.80
HC historic commercial	0.70
LC limited commercial	0.70
C general commercial	0.90
CBD central business district	0.90
M1 light industrial	0.70
M2 heavy industrial	0.80
Conditional use or nonconforming	Apply a composite runoff factor

The equivalent residential units (ERUs) for a non-residential property are computed by the following formula:

$$ERUs = ARN \times DIF$$

As of January 1, 2020, the City charges \$10.54 per ERU on a monthly basis.

## CONSIDERATIONS FOR CITY

### Density of Development: Equity Issues at Edges of Non-Residential Area Ranges

While this structure charges more for properties with larger gross square footages with an applied development intensity factor, the structure can perpetuate inequities among customers at the extreme ends of each area range number.

For example, a non-residential property that is 4,900 gross square feet would pay significantly less than a similarly sized property that is 5,100 gross square feet, with the same development intensity factor, even though they have comparable amounts of gross square footage. Meanwhile, a non-residential property that is 7,400 gross square feet would pay the same as a property that is 5,100 gross square feet. Table 2 demonstrates this inequity with three hypothetical non-residential accounts.

**Table 2. Inequities for Accounts at Edge of Area Ranges**

Gross Parcel Size	ARN	DIF	Monthly Charge	\$ Per Gross Square Foot
4,900 SF	2	0.80	\$16.86	\$.0034
5,100 SF	3	0.80	\$25.30	\$.0050
7,400 SF	3	0.80	\$25.30	\$.0034

**Consideration of Other Rate Structures**

While the Density of Development rate basis is generally supported and accepted, it is still worthwhile to consider alternatives that might address the equity issues that the Density of Development structure creates. The City could consider a fee structure that administers charges based on actual, **measured impervious surface area** (Option 1) rather than using ranges of gross square footages with a density factor applied. This impervious-based approach is also known as the equivalent service unit, or ESU approach).

The City could also incorporate a **runoff coefficient** (Option 3). This approach would require a relatively extensive data collection effort on the part of the City. It is also less defensible as a fee basis because it incorporates physical land characteristics over which the customer has minimal control.

While administratively simple compared to an impervious-area approach, an approach based on **land use** (Option 4) is typically used only when property-specific data is unavailable.

**Trip generation** (Option 5), while a supportable means of recovering costs related to water quality, provides little if any advantage over impervious surface area at greater administrative effort and associated cost. A trip generation rate structure should be reserved for communities that primarily deal with water quality issues (more so than water quantity issues).

**RECOMMENDATIONS**

An ideal fee basis creates a standard of charging that quantifies how the amount of impervious surface area impacts the environment through flooding, changes in water quality, and habitat degradation. Therefore, the fee structure basis should proportionately charge customers their share of the system’s cost burden and provide an equitable, defensible means of cost recovery. The City’s current rate structure generally meets these criteria by charging more for a higher percentage of assumed impervious surface area to total surface area for non-residential parcels. However, to address previously noted equity issues at the edges of the area ranges, we recommend the City consider implementing an ESU rate structure, which is outlined below. As mentioned earlier in this discussion, the City will need to weigh the increase in equity achieved through a revised rate structure against the cost to compile the needed data and administer the charge.

### Equivalent Service Unit Approach (Option 1)

The rate itself is most commonly calculated as a dollar amount per ESU. This rate structure would improve the equity over that of the City’s existing rate structure by charging each non-residential property based on their actual measured impervious surface area.

#### Non-Residential Properties

The charge basis for all non-residential customer types is generally actual measured impervious surface area, expressed as a number of ESUs (a single ESU representing the average single-family residential customer). In order to implement this rate structure shift the City would need to gather data for measured impervious surface area on all non-residential properties.

As an example, assume that the average single-family parcel has 3,000 impervious square feet. If a commercial parcel had 12,000 impervious square feet, that parcel would be charged for 4 ESUs (12,000 divided by 3,000), as shown in **Figure 1** below.

#### Single Family Parcels

Rather than compute ESUs for every single-family parcel, as a simplification, it would be possible to group them into rate tiers. For example, single family parcels could be grouped into “Small”, “Medium”, “Large”, and “Measured” impervious footprints. Parcels with comparatively large impervious footprints, the “Measured” tier, would be charged like other developed property – based on the measured amount of impervious surface area. However, implementation of even a hybrid approach would require the same initial data collection to determine tier placement for each property, without significantly improving equity among rate payers.

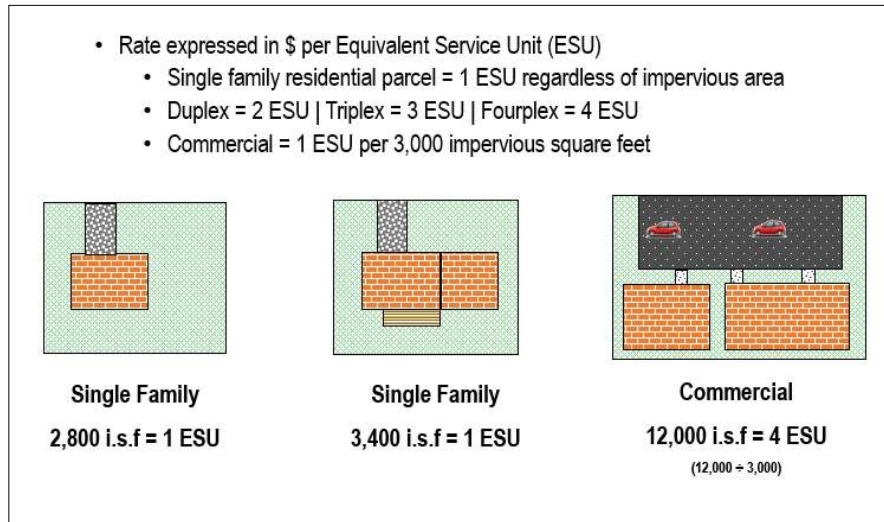
To minimize administrative and data collection costs, it is recommended that the City continue to charge a uniform rate for single family residential customers.

#### Summary

It is recommended that the City apply the ESU approach for non-residential properties and charge a uniform rate for single family residential customers. The ESU value to be incorporated into the non-residential properties (e.g., 3,000 impervious square feet) would be determined by using an average amount of assumed impervious surface area per developed residential property (based on a relevant sample size within the City). All single-family properties would have the same, flat charge.

It is important to note that the City could compile needed impervious data over a period of time, and schedule the transition to an ESU approach, if desired, for later years.

**Figure 1. ESU Rate Structure Example (Assuming 1 ESU = 3,000 impervious square feet)**



# STORMWATER RATE CREDITS & ADJUSTMENTS

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## ISSUE

This paper discusses when it may be reasonable (or required) to provide rate credits or adjustments for Stormwater Management utility customers who mitigate their stormwater impacts – and the rational basis for such credits.

## EXISTING OREGON CITY RATE CREDITS & ADJUSTMENTS

The City of Oregon City currently grants a couple types of rate credits and adjustments, as outlined in Oregon City Municipal Code (OCMC), Section 13.16.100 *Exemptions, reductions and appeal*. The code language is shown below.

**(1) Vacant and unimproved properties.**

Vacant and unimproved properties within the city are exempt from the charges in Section 13.16.050;

**(2) Stormwater retention.**

Any other person seeking an exemption or reduction in the storm drainage fee, or appealing therefrom, may do so pursuant to a demonstration to the city manager or the manager's designee that the public storm drain service does not receive stormwater from property used or occupied by that person. Such demonstration shall include evidence of legal disposal of stormwater to a private retention system, private storm drain system, public water body, or other receiving facility.

## RATE CREDIT METHODOLOGY

There are several elements to review when considering the implementation of a credit(s) program:

- “Should the City offer rate credits?” If yes, “How much should the credit(s) be?”
- “Should credits be offered to single family residential properties, or just non-single family properties?”
- “Should credits be given for meeting current development requirements?” Or, “Should rate credits only be given for exceeding current development requirements?”
- “What activities could warrant a rate credit?”

### Should the City offer Rate Credits?

When considering if, and how much to charge or credit different types of customers, it is important to remember that a storm drainage rate is a fee for service, not a tax. As such, the level of a customer’s charge must somewhat relate to that customer’s proportionate share of the utility’s costs. Overly “generous” credit policies which provide credits that are not cost-based have the potential to move a utility away from the rational linkage between service delivered and the fee amount, so the utility

should bear in mind the financial ramifications, as well as the equity and legal defensibility of any existing or proposed credits.

### **How Much Should the Credit(s) Be?**

A Stormwater Management utility's service to its customers and the community can be analyzed in two functional categories: controlling and reducing stormwater runoff (i.e., water quantity), and controlling and managing pollutants (i.e., water quality). The broader questions to address in establishing credits are (1) whether a rate payer helps the utility reduce its costs, or to avoid additional costs, by providing certain mitigation measures in these two functional areas, and (2) if yes, how much of a cost savings is provided. Comparatively, properties with on-site mitigation have a reduced effect on the public system compared to similar properties lacking this mitigation. Therefore, it might be argued that to the extent that such facilities reduce costs to the utility, they may warrant a rate credit. In contrast, granting rate credits for on-site activities that do not reduce utility costs simply reduces the amount of resources available for basic services to the remainder of the customer base.

### **Should Credits be Offered to Single Family Properties, or Just Non-Single Family Properties?**

Stormwater Management utilities often exclude single family residential customers from a credit program (if credits are offered at all) due to the administrative burden needed to maintain such a system. The City currently offers credits to residential properties, with qualifying retention facilities. The City may wish to review the administrative time and cost associated with providing credits to all customers, even residential customers.

### **Should Credits be Given for Simply Meeting Current Development Requirements?**

Rate credits may be structured to reward customers who provide mitigation that meets or exceeds current development standards, while offering lesser or no credits for mitigation that does not meet or exceed current development standards. Currently, the OCMC does not offer credits for properties that develop stormwater facilities that meet or exceed development standards.

It could be argued that the cost of meeting current City standards and constructing on-site mitigation should be considered a cost of developing within the service area, with no offsetting credits or assistance, since on-site mitigation only partially neutralizes the impact of developing the property in the first place.

### **What Activities Could Warrant a Rate Credit?**

Once it has been determined if credits will be provided for, and if qualifying applicants must meet and or exceed development standards, the next logical question is, "What activities could warrant a rate credit?" We recommend that the City evaluate the overall amount of revenue forgone by offering credits and compare that to the cumulative cost savings associated with the credit programs. Rate credits for on-site mitigation are not required but are discussed in the following sections.

## ACROSS THE INDUSTRY

A review of potential credit approaches reveals a number of alternatives used across the industry.

### **On-site Retention and / or Detention**

Many jurisdictions allow credits for developments that provide on-site retention and or detention facilities as a condition of development, often maintaining such facilities as well.

### **Low Impact Development, Green Building, and Rainwater Harvesting**

Low impact development (LID) best management practices (BMPs), such as rainwater harvesting, permeable pavement, bioretention swales and rain gardens could also be worthy of credits. Other LID BMPs, such as vegetated roofs, may change the effective impervious area of a development or home if properly maintained because they reduce and filter runoff.

Green building techniques include site planning to take greater advantage of natural site features, achieving Leadership in Energy and Environmental Design (LEED) or Built Green certification, planting drought-resistant native landscaping, amending soils with compost, reducing impervious surface area, minimizing site disturbance during development, and previously noted LID features. Implementing these techniques will result in increased natural resource conservation, lower home operating costs, and better stewardship of the City's natural environment. Other than its LID aspects, green building techniques are not strongly linked to a reduction in Stormwater Management utility costs. Aspects that could be directly related to smaller service requirements are the minimization of impervious surface area and improved water quality.

A credit for LID would recognize the fact that effective impervious area can be much smaller than the impervious surface area that is measured from aerial photographs (due to roof rainwater collection systems, permeable paving, vegetated roofs, etc.).

### **Dedicated Open Space**

Developments may incorporate design techniques that concentrate residences or other buildings in a compact area of the development site (lot clustering) and provide open space and natural areas elsewhere, protected by an easement. Such techniques can reduce runoff and mitigate surface water quality issues.

Open space developments have many benefits in comparison to the conventional subdivisions that they replace: they can reduce impervious surface area, surface water pollutants, construction costs, grading, and the loss of natural areas. In addition to the minimization of impervious surface area, the preserved natural areas and tree canopy can significantly mitigate the surface water runoff created by the buildings onsite. Therefore, although affected by the slope characteristics of the property, the preserved portion of the site acts to reduce the effective impervious area of the development and provides a meaningful benefit to the public system when runoff is adequately dispersed.

### **Rate Penalties**

Rate penalties have been considered in other agencies to address private surface water management facilities that are not being properly maintained to City standards. In those locations, it has been concluded that simply offering a rate credit is not effective at encouraging a majority of customers to comply with utility design and maintenance standards.

A basic rationale for a rate penalty may be that when a property does not maintain its on-site infrastructure to a minimum standard, it can create additional inspection, maintenance, and or capital costs that must be borne by the City. If no action is taken to correct deficient infrastructure, that could create a higher risk of localized flooding or water contamination events, which can also create additional costs.

## POLICY CHOICES

### Rate Credit Framework

Table 1 summarizes the key policy items that City stakeholders should agree on, before revisiting which activities should qualify for a rate credit.

**Table 1. General Rate Credit Policy Items for Discussion**

Policy Items for Discussion	
1	Should the City offer rate credits? Should rate credits be offered at all?
2	Should credits be offered to single family properties? In our experience, rate credits are rarely offered to single family properties due to the administrative burden. The exception would be low-income, senior citizen exemptions.
3	How much should the rate credit(s) be? Maximum credit (typically expressed as a percentage) should be analytically based, but be simple enough that it is feasible to implement.
4	What level of achievement qualifies for a rate credit? Are credits offered for meeting regulations? Or only offered for properties that exceed regulations?
5	What activities could warrant a rate credit? In our experience, rate credits are typically related to one of the following: onsite retention / detention; dedicated open spaces; or occasionally LID.

### Qualifying Activities within the Rate Credit Framework

Table 2 summarizes the activities within the service area that the City currently provides credits for. The City should review and consider whether these credit programs align with current Stormwater Management utility goals and priorities.

**Table 2. Activities Currently Qualifying for a Rate Credit or Penalty**

#	Program	Currently Offered by the City?	Amount of Current Credit
1	Vacant, unimproved properties	Yes	100%
2	Onsite Retention	Yes	100%

## RECOMMENDATIONS

### Develop Maximum Rate Credit Percentage to Offer for Qualifying Activities

Many of the Stormwater Management utility’s costs are essentially “fixed” and do not decrease no matter what services customers provide on-site. As a first step, we recommend that the City determine the portion of program costs which can be reduced by the on-site activities of the customer base. Once an allocation of program revenue requirements between fixed, or “base,” program costs, and variable, or “use,” program costs has been made, these component shares of the Stormwater Management utility charge can be determined.

The utility will then be able to determine a theoretical maximum credit to be provided for qualifying on-site mitigation. The above recommendations ensure that properties eligible for rate credits would be reducing the average cost of Stormwater Management utility operations, as well as possibly allowing the City to delay capital projects. As a result, the utility would be able to reduce its costs by implementing the recommended credit policies. The maximum credit approach is more easily applied to an ESU-based rate structure (see Issue Paper #2), but could be considered under the City’s existing approach as well.

This maximum credit approach could apply to any or some of the following activities, and should not be “stackable”:

- Onsite Retention / Detention Facilities;
- Drainage Basis Plans; and
- Water Treatment / Individual NPDES Permit Holders.

An impervious-based approach is philosophically charging for the impact of developed area on increased runoff. As such, it is not consistent with that approach to charge undeveloped land. Vacant developed property should be charged, as it does generate runoff.

A credit approach based on on-site mitigation would not preclude the City from fully exempting low-income, senior customers.



## CITY OF OREGON CITY

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

### Staff Report

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**To:** City Commission **Agenda Date:** July 1, 2026  
**From:** Dayna Webb, Public Works Director

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#### **SUBJECT:**

Item 9.b. - Amendment No. 1 for Personal Services Agreement with Maul Foster & Alongi, Inc. for the Public Works Center Street Property Phase II Environmental Site Assessment (PS 26-002)

#### **STAFF RECOMMENDATION:**

Staff recommends that the City Commission authorize the City Manager to approve and execute Amendment No. 1 to the Personal Services Agreement with Maul Foster & Alongi, Inc. for the Public Works Center Street Property Phase II Environmental Site Assessment (PS 26-002), in the amount of \$44,000.00, for a total contract amount of \$60,000.00.

#### **EXECUTIVE SUMMARY:**

In December 2025, Public Works presented a summary of the Center Street property to the City Commission. Based on the guidance provided during the meeting, the City hired Maul Foster & Alongi, Inc. (MFA) to complete a Phase I Environmental Site Assessment (ESA). Draft Phase I ESAs were reviewed in May 2026 and identified several recognized environmental conditions (RECs) associated with historical uses of the property. Based on the results of the Phase I ESA and the RECs identified, soil contamination may be present at the property, and there may be a risk of vapor intrusion into the buildings due to the contamination.

To further evaluate these concerns, Amendment No. 1 advances the project into a Phase II ESA, which will assess soil and soil vapor conditions at 116 South Center Street, 122 South Center Street, and Clackamas County tax lots 22E31CA0220 and 22E31CA06201 (see Exhibit A.1) in Oregon City.

#### **BACKGROUND:**

The Public Works Center Street property consists of four tax lots, all zoned Institutional, which were acquired over time to support the Department's evolving operational needs.

In December 2025, Public Works provided a summary of the Center Street property, including an overview of each of the four tax lots and the existing and adjacent zoning to the City Commission. This information was intended to guide staff on the preferred course of action among several presented options. Direction was requested on the preferred zoning designation and the level of pre-sale preparation, ranging from selling the property as-is to undertaking selective mitigation or pursuing full site clearance to inform the next steps in the disposition process.

Following direction from the City Commission meeting in December 2025, the City hired Maul Foster & Alongi, Inc. (MFA) to complete a Phase I Environmental Site Assessment (ESA). Draft Phase I ESAs were reviewed in May 2026 which identified several recognized environmental conditions (RECs) associated with historical uses of the property. Based on the results of the Phase I ESA and the RECs identified, soil contamination may be present at the property, and there may be a risk of vapor intrusion into the buildings due to the contamination.

To further evaluate these concerns, Amendment No. 1 advances the project into a Phase II ESA, which will assess soil and soil vapor conditions at 116 South Center Street, 122 South Center Street, and Clackamas County tax lots 22E31CA0220 and 22E31CA06201 (see Exhibit A.1) in Oregon City.

This procurement follows Oregon City Municipal Code 2.40.020, which allows use of the Attorney General Model Rules for Engineering and Architectural Services. OAR 137-048-0200 allows for a direct appointment procedure of Related Services to an Architectural and Engineering Services procurement, when the total contract value is under \$100,000.

The original Center Street Environmental Site Assessment Phase contract with Maul Foster Alongi, Inc. was \$16,000.00. The Public Works Center Street Property Phase II Environmental Site Assessment is an additional \$44,000.00, bringing the total contract amount to \$60,000.00. Amendment No. 1 to the Personal Services Agreement with Maul Foster & Alongi, Inc. aligns with the project budget, and adequate funds are available.

**OPTIONS:**

1. Approve Amendment No. 1 for Personal Services Agreement with Maul Foster & Alongi, Inc. for the Public Works Center Street Property Phase II Environmental Site Assessment (PS 26-002).
2. Approve Amendment No. 1 for Personal Services Agreement with Maul Foster & Alongi, Inc. for the Public Works Center Street Property Phase II Environmental Site Assessment (PS 26-002) with Amendments.
3. Deny Amendment No. 1 for Personal Services Agreement with Maul Foster & Alongi, Inc. for the Public Works Center Street Property Phase II Environmental Site Assessment (PS 26-002) and provide further direction.

**BUDGET IMPACT:**

Amount	\$44,000.00
Fiscal Year(s):	2025-26, 2026-27
Funding Source(s):	Community Facilities Fund - Public Works
Included in Approved Budget:	Yes

## PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and Maul Foster Alongi, 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, unless sooner terminated pursuant to provisions set forth below, shall be from March 25th, 2026, to May 21st, 2026. In addition, the City shall have an option to extend the services for an additional three years at the City’s sole discretion. Any termination of this Agreement 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 \$16,000.00.

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. 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.

6. 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 below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City  
PO Box 3040  
Oregon City, OR 97045  
Attention: Kelly Hart, Community  
Development Director

To Consultant:

Maul Foster Alongi, Inc.  
3140 NE Broadway  
Portland, OR 97323  
  
Attention: Caitlin Bryan, Principal  
Environmental Scientist

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

7. 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 24th day of March, 2026.

CONSULTANT

CITY OF OREGON CITY

By: Caitlin Bryan

By: [Signature]

Title: Principal Environmental Scientist

Title: Assistant Public Works Director

DATED: March 25, 2026.

DATED: March 24, 2026.



March 5, 2026

Project No. M0421.01.003

Kelly Hart

City of Oregon City

Sent via email to khart@orcite.org

Re: Multiple Properties, Oregon City: Proposal for Phase I Environmental Site Assessment

Dear Kelly Hart:

Maul Foster & Alongi, Inc. (MFA), appreciates the opportunity to present this proposal to conduct a Phase I environmental site assessment (Phase I ESA) for each of the properties described below (the Property).

## Background

Clackamas County tax lot number 22E31CA02100, located at 116 S Center Street in Oregon City, encompasses approximately 0.13 acres. According to the Clackamas County assessor's records, the Property is currently zoned for commercial use. The Property appears to be developed with a single, commercial structure.

Clackamas County tax lot number 22E31CA02200 is a parking lot located adjacent to 116 S Center Street and encompasses approximately 0.16 acres. According to the Clackamas County assessor's records, the Property is currently zoned for residential use. The Property appears to be developed and is being used as a parking lot.

Clackamas County tax lot number 22E31CA06201, located adjacent to 122 S Center Street, encompasses approximately 0.08 acres. According to the Clackamas County assessor's records, the Property is currently zoned for residential use. The Property appears to be undeveloped/vacant.

Clackamas County tax lot number 22E31 00500, located at 122 S Center Street in Oregon City, encompasses approximately 1.05 acres. According to the Clackamas County assessor's records, the Property is currently zoned for miscellaneous use. The Property appears to be developed with multiple structures.

## Scope of Work

MFA will conduct a Phase I ESA at the Property. We have designed this scope of work to meet ASTM International Practice E1527-21 and the all appropriate inquiries (AAI) standard under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) in 40 Code of Federal Regulations Part 312. An environmental scientist with relevant education and experience in performing Phase I ESAs will direct this Phase I ESA. MFA has developed this scope of work for the Phase I ESA to provide the necessary information regarding the potential for impacts to site environmental media, allowing the user to satisfy one of the requirements to qualify for the bona fide prospective purchaser, innocent landowner, or contiguous property owner limitations on CERCLA liabilities.

The purpose of the Phase I ESA is to identify evidence of recognized environmental conditions (RECs). ASTM E1527-21 defines RECs as (1) the presence of hazardous substances or petroleum products in, on, or at the Property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the Property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products under conditions that pose a material threat of a future release to the environment. The term REC is not intended to include de minimis conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

MFA will conduct AAI regarding the potential for RECs at the Property. AAI refers to an appropriate level of assessment that balances time and cost demands with an adequate reduction in uncertainty regarding unknown conditions as consistent with CERCLA §101(35)(B)(iii).

The scope of work for this Phase I ESA specifically excludes evaluation of the following issues: asbestos-containing building materials, lead-based paint, lead in drinking water, wetlands, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, biological agents, toxic fungus, mold or microbial growth conditions, naturally occurring radon, high-voltage power lines, and substances not defined as hazardous substances (including some substances generally referred to as emerging contaminants). Fluorescent light ballasts, caulk, paint, or other materials that may contain polychlorinated biphenyls and that are located inside or are part of a structure are outside the scope of this ESA.

No environmental assessment can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. A Phase I ESA is intended to reduce but not eliminate uncertainty regarding the potential for RECs in connection with a property.

## Review Regulatory Agency Records and Helpful Documents

MFA will retain a subcontractor to search publicly available state and federal environmental databases within the ASTM-specified distances.

MFA assumes spending up to two hours reviewing environmental records and reports (e.g., prior Phase I ESA reports) provided by the client, owner, or key site manager. This proposal includes issuance of a regulatory file review request, if necessary, to clarify information contained in the standard environmental databases pertaining to the Property and adjacent properties. Regulatory files received electronically before the conclusion of the agreed-on time frame for this scope of work will be included in MFA's review.

## Historical Land Use

MFA will review available sources of historical land use information to develop a chronology of the Property's development and operational history. MFA's scope of work and cost estimate do not include reviewing the history of adjoining properties.

MFA will use standard sources of historical information to identify prior uses of the Property. We will consult one or more of the following standard historical sources:

- Aerial photographs
- Fire insurance maps

- Property tax files
- Recorded land title records (if provided by client)
- U.S. Geological Survey 7.5-minute topographic map
- Local street directories
- Building department records
- Zoning or land use records
- Fire marshal records
- Other historical sources

## Site Reconnaissance

MFA will conduct site reconnaissance to obtain information that may suggest the presence of RECs in connection with the Property. We will need authorization to access the Property. During the site visit, MFA will observe the uses and conditions of the Property, consistent with ASTM E1527-21, to the extent that they can be visually or physically observed.

MFA will visually observe the periphery and interior of the Property as well as the periphery of all structures on the Property, if applicable. We will observe accessible areas inside structures. MFA will not look under floors, above ceilings, or behind walls. We will also view the Property and adjoining properties from adjacent public thoroughfares.

## Interviews

For purposes of this Phase I ESA, MFA will attempt to interview current and past Property owners and operators. MFA may also attempt to contact current and past owners and operators of adjacent properties that may have environmental issues. The objective of the interviews is to obtain information indicating RECs in connection with the Property.

The interviews may be by telephone, in person, or in writing. The questions asked during the interview will attempt to obtain information about uses and conditions of the Property, identify the presence of RECs, and evaluate the potential for contamination. MFA will attempt to schedule the interviews to coincide with the site reconnaissance, if appropriate.

MFA will also make a reasonable attempt to interview at least one government official by telephone concerning the Property. The official will be from one of the following agencies:

- Local or state agencies that have jurisdiction over hazardous waste disposal or hazardous-substance releases
- The local fire department that serves the Property
- A local health department or the state department of health

## Phase I ESA Report Preparation

MFA will prepare four signed Phase I ESA reports (one for each individual property) that generally follows the format recommended in ASTM E1527-21 and will provide it electronically. The Phase I ESA reports will identify the environmental professional(s) involved in conducting the assessment and will include, as an attachment, a statement of each professional's qualifications. If requested,

MFA can provide the report as hard copies and/or on a CD or USB drive; this will result in additional charges not included in MFA's cost estimate.

## Cost Estimate

The fixed fee to perform the proposed work is \$16,000.

## Schedule

MFA will initiate the scope of work described in this document when we receive your authorization to proceed. We will provide the four Phase I ESA reports to you within six weeks from authorization to proceed, assuming prompt access to the site, the Property owner, and the occupants for site reconnaissance and interviews. This proposal is valid for 30 days.

Please be advised that, according to ASTM E1527-21 you, as the user, are asked to provide MFA with the information requested in the attached Client/User Questionnaire (one per property please), as available.

After you have reviewed this submittal, please indicate your approval of the proposal by signing below. Please also complete and sign the Client/User Questionnaire, return it to us (scanned files are acceptable), and retain a copy for your records.

We appreciate the opportunity to submit this proposal and look forward to talking with you soon.

Sincerely,

Maul Foster & Alongi, Inc.



Caitlin Bryan  
Principal Environmental Scientist


## Attachments

Client/User Questionnaire

General Terms and Conditions

The above proposal, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached General Terms and Conditions (which contains a limitation of liability provision), and Addendum(s), if any, form an express part of the Contract, as evidenced by my signature below:

City of Oregon City

By  Date 3-24-26  
Name Vance Walker Title Assistant PW Director  
(please print)



## General Terms and Conditions

### Article 1—Agreement

These General Terms and Conditions (the “Agreement”) govern all professional services, labor, materials, and equipment (collectively the “Services”) furnished by Maul Foster & Alongi, Inc. (“MFA”), pursuant to the attached proposal (the “Proposal”) and on behalf of MFA’s client (“CLIENT”). MFA’s performance of its Services under this Agreement is conditioned on the acceptance of all the following terms and conditions by CLIENT. This Agreement does not need to be signed by CLIENT to be effective.

### Article 2—Professional Responsibility

MFA shall perform the Services specified in this Agreement consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the Services are performed; subject, however, to any express limitations established by the CLIENT as to the degree of care and amount of time and expense to be incurred and any other limitations contained in this Agreement. No other representation, warranty, or guaranty, express or implied, is included in or intended by this Agreement or any other of MFA’s services, proposals, agreements, or reports contemplated by this Agreement.

### Article 3—Independent Contractor Status; Legal Relationship

The parties intend that MFA, in performing Services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. MFA shall be free to contract for similar services to be performed for other individuals or entities while it is under contract with CLIENT.

The parties further intend that nothing in this Agreement shall be construed or interpreted as requiring MFA to assume the status of an owner, operator, generator, person who arranges for disposal, transporter, or storer, as those terms, or any other similar terms, are used in any federal, state, or local statute, regulation, order, or ordinance governing the treatment, storage, handling, and disposal of any toxic or hazardous substance or waste.

### Article 4—Billing And Payment

Unless stated otherwise in the work order, invoices will be submitted monthly and shall be due and payable upon receipt. Payment shall be made to Maul Foster & Alongi, Inc., and delivered to:

Maul Foster & Alongi, Inc.  
330 E Mill Plain Boulevard, Suite 405  
Vancouver, WA 98660

Except as otherwise agreed in writing, CLIENT agrees that there shall be no retention or holdback of the fee for the Services. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. MFA may, at its option, withhold performance of the Services and/or delivery of reports and any other data pending payment by CLIENT.

## **Article 5—Limitation of Liability**

CLIENT agrees to limit the liability of MFA, its officers, directors, shareholders, affiliates, employees, agents, and representatives (the “MFA Parties”) to CLIENT for all claims and legal proceedings of any type arising out of or relating to the performance of Services under this Agreement (including, but not limited to, MFA’s breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$100,000 or the amount of MFA’s Fee. Failure of CLIENT to give written notice to MFA of any claim of negligent act, error, or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT. In no event shall MFA be liable for any direct, indirect, special, incidental, exemplary, or consequential loss or damages sustained from any cause or arising out of any legal theory, whether contract, negligence, strict tort liability, or otherwise. MFA is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder.

## **Article 6—Indemnification**

Subject to the limitation of liability above, MFA shall indemnify and hold CLIENT harmless from the proportionate share of any claim, suit, liability, damage, injury, cost, or expense, including attorneys’ fees, or other loss (hereafter collectively called “Loss”) arising out of (a) MFA Parties’ breach of this Agreement or (b) MFA Parties’ willful misconduct or negligence in connection with the performance of the Services under this Agreement.

CLIENT agrees to indemnify, defend, and hold harmless MFA Parties from any Loss arising out of (a) CLIENT’s breach of the Agreement, or (b) CLIENT’s willful misconduct or negligence in connection with performance of the Agreement. To the extent a portion of such Loss is caused by MFA’s negligence, CLIENT shall indemnify and hold MFA harmless from the proportional share of the Loss resulting from the acts or negligence of CLIENT.

## **Article 7—Term of Agreement; Termination**

If any Services agreed to be performed hereunder are terminated, CLIENT will pay MFA for Services performed to the date MFA receives notice of termination and shall further pay for any costs reasonably incurred by MFA in connection with terminating Services, including, but not limited to, the costs of completing analysis, records, and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts. The Schedule of Charges included in the work order will be used when establishing costs reasonably incurred by MFA up to the date of client services termination. If no schedule of charges is included, MFA’s standard Schedule of Charges at the time of termination will be used.

The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement.

## **Article 8—Time of Performance/Force Majeure**

MFA makes no warranties regarding the time of completion of Services and shall not be in default of performance under this Agreement where such performance is prevented, suspended, or delayed by any cause beyond MFA’s control, including but not limited to, war, terrorism, pestilence, act of God, mechanical malfunction, unavailability of energy, unavailability of materials, pandemic, cyberattack, accident, fire, explosion, public protest, or governmental actions or legislation.

Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. If such events occur, it is agreed that both parties will use their best efforts to overcome all

difficulties arising and to resume as soon as reasonably possible performance of Services under this Agreement. Delays within the scope of this provision will extend the contract completion date for specified services commensurately or will, at the option of either party, make this Agreement subject to termination or to renegotiation.

## Article 9—Suspension of Services

CLIENT may suspend further performances of Services by MFA by ten (10) days prior written notice. If payment of invoices by CLIENT is not maintained on a thirty (30) day current basis, MFA may suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days will, at the option of MFA, make this Agreement subject to termination or renegotiation.

All suspensions will extend the contract completion date for specified services commensurately, and MFA will be paid for services performed to the suspension date plus suspension charges. Suspension charges are defined as those charges relating to costs incurred which are directly attributable to suspension of services, including, but not limited to, personnel rescheduling, equipment rescheduling, and/or reassignment adjustments.

## Article 10—Changed Conditions

If, during the course of the performance of the Services under this Agreement, conditions or circumstances develop or are discovered which were not contemplated by MFA at the commencement of this Agreement, and which materially affect MFA's ability to perform the Services or which would materially increase the costs to MFA of performing the Services, then MFA shall notify the CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and MFA shall renegotiate in good faith the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after the mailing of such notice, MFA may terminate the Agreement and be compensated as set forth in the section of this Agreement entitled TERM OF AGREEMENT; TERMINATION.

## Article 11—Insurance

MFA agrees to use its best efforts to maintain Professional Liability, Commercial General Liability, Automobile Liability, statutory Worker's Compensation, and Employers' Liability insurance coverage during the period of performance of services hereunder in the following minimum amounts:

		<u>Limits of Liability</u>
A.	Worker's Compensation Employer's Liability	Statutory \$1,000,000
B.	Commercial General Liability (including Contractual Liability) Bodily Injury Property Damage	\$1,000,000 each occurrence and aggregate
		<u>Limits of Liability</u>
C.	Comprehensive Automobile Liability (Owned, Hired, and Non-owned Vehicles) Bodily Injury Property Damage	\$1,000,000 combined single limits for each accident
D.	Professional Liability:	\$1,000,000 for each occurrence or aggregate

At CLIENT's request, insurance certificates will be provided by MFA to evidence such coverages.

## **Article 12—Hazardous or Unsafe Conditions**

CLIENT has fully informed MFA of the type, quantity, and location of any hazardous, toxic, or dangerous materials or unsafe or unhealthy conditions which CLIENT knows or has reason to suspect exists at all real property where the Services are to be performed (the "Project Site"). CLIENT shall immediately inform MFA when it becomes aware of any new information as to the foregoing which may affect the project, such as information to constitute a CHANGED CONDITION subject to the provisions of Article 10 of this Agreement.

MFA shall not be responsible for the health and safety of any persons other than the MFA Parties, nor shall have any responsibility for the operations, procedures, or practices of persons or entities other than the MFA Parties.

## **Article 13—Subsurface Obstructions**

CLIENT shall provide to MFA plans which designate the location of all subsurface structures, such as pipes, tanks, cables, and utilities within the property lines of the Project Site. CLIENT shall be responsible for any damage inadvertently caused by MFA to any subsurface structure not so designated. CLIENT warrants the accuracy of any information supplied by it to MFA and understands and agrees that MFA is entitled to and may rely upon the accuracy of any and all information supplied by CLIENT without independently verifying its accuracy. MFA may assist CLIENT in obtaining locator services to help CLIENT in identifying subsurface obstructions, but CLIENT agrees to indemnify and hold MFA harmless against any Loss arising out of or connected with CLIENT's inaccurate identification of underground obstructions.

## **Article 14—Reporting and Disposal**

CLIENT shall be solely responsible for notifying all appropriate federal, state, regional, local, or other governmental agencies of the existence of any hazardous, toxic, or dangerous materials on or in the Project Site or discovered during the performance of this Agreement. MFA may, in its sole discretion, agree to notify such agencies on behalf of CLIENT, as CLIENT's agent. However, no agreement by MFA to make such notification on behalf of CLIENT shall be construed to be an agreement to make such notification on any preceding or subsequent occasions.

CLIENT shall be solely responsible for arranging and paying the costs to lawfully store, treat, recycle, dispose of, or otherwise handle, hazardous or toxic substances or wastes, including, but not limited to, used or unused samples, drill cuttings, water from well development and/or testing left on-site by MFA in connection with performing Services under this Agreement. MFA may, in its sole discretion, agree to make such arrangements on behalf of CLIENT, as CLIENT's agent. However, no agreement by MFA to make such arrangements of behalf of CLIENT shall be construed to be an agreement to make such arrangements on any proceeding or subsequent occasions.

## **Article 15—Samples, Drill Cuttings and Well Water**

MFA shall not be obligated to preserve soil, rock, water, and other samples obtained from the Project Site as MFA deems necessary for longer than ninety (90) days. CLIENT agrees to receive any such unused sample material for its sole, lawful storage, treatment, or disposal at any time after expiration of the ninety (90) day term.

## **Article 16—Right of Entry and Unavoidable Damages**

CLIENT agrees to grant or arrange for right of entry when deemed necessary by MFA to perform the Services at the Project Site, whether or not the Project Site is owned by CLIENT. CLIENT recognizes that the use of

investigative equipment and practices may unavoidably alter conditions or affect the environment at the Project Site. While MFA will take all reasonable precautions to minimize damage to the Project Site, the cost of repairing any such damage shall be borne by CLIENT, and it is understood that the correction of such damage is not part of the Services or the Fee contemplated by this Agreement.

## **Article 17—Subcontractors**

MFA may, in its sole discretion, subcontract for the services of others without obtaining CLIENT's consent where MFA deems it necessary or desirable to have others perform certain services. If MFA, in its sole discretion, deems it necessary or desirable to obtain Client's advance concurrence as to any proposed subcontract, MFA may make a written request to CLIENT to review the qualifications and suggested scope of work to be performed by such proposed subcontractor and CLIENT shall either grant or deny such concurrence within a reasonable time after receipt of such request.

## **Article 18—Ownership and Reuse of Documents**

All documents furnished by MFA pursuant to this Agreement are instruments of MFA's services. MFA shall retain all ownership and property interests therein, including all common law, statutory, and other reserved rights, including copyrights. Such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse without specific written verification and adaptation by MFA for the specific purpose intended will be at the reuser's sole risk and without liability or legal exposure to MFA. To the fullest extent permitted by law, CLIENT agrees to indemnify and hold harmless MFA Parties from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from CLIENT's use of MFA's documents under this section. Any transfer of electronic data hereunder is solely for CLIENT's convenience "as is" without warranty as to contents and is not the project deliverable unless specifically agreed to the contrary. MFA disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose. The provisions of this section shall survive the expiration or termination of this Agreement.

## **Article 19—No Third-Party Beneficiaries**

There are no third-party beneficiaries of this Agreement, and no third party shall be entitled to rely upon any work performed or reports prepared by MFA hereunder for any purpose whatsoever. CLIENT shall indemnify and hold MFA harmless against any liability to any third party for any Loss arising out of or relating to the reliance by any such third party on any work performed or reports issued by MFA hereunder. The provisions of this section shall survive the expiration or termination of this Agreement.

## **Article 20—Designs and Discoveries**

In the course of providing Services to CLIENT, MFA may utilize or develop designs, ideas, discoveries, inventions, or improvements of these (collectively "Ideas"), made by the MFA Parties. CLIENT agrees that MFA's utilization or development of such Ideas does not grant CLIENT any right in the form or ownership or license to such Ideas. All Ideas utilized or developed while providing CLIENT Services shall be deemed to be property of MFA.

## **Article 21—Laws and Regulations**

Both parties will be entitled to regard all applicable laws, rules, regulations, and orders issued by any federal, state, regional, or local regulatory body as valid and may act in accordance therewith until such time as the same may be modified or superseded by such regulatory body or invalidated by final judgment in a court of

competent jurisdiction, unless prior to such final judicial determination, the effectiveness of such law, rule, or regulation has been stayed by an appropriate judicial or administrative body having jurisdiction.

In the event there are changes in existing laws, codes, regulations, orders or ordinances, or the interpretation thereof, following the performance of professional services, CLIENT agrees to defend, indemnify, and hold MFA harmless from any and all claims, including claims for fines or penalties imposed, resulting from or alleged to have resulted from noncompliance with or nonincorporation of such changes in professional services prior to the effectiveness of such changes.

## **Article 22—Assignment**

Neither party to this Agreement may delegate, assign, or otherwise transfer its rights and interests or duties and obligations under this Agreement without prior written consent of the other party.

## **Article 23—Dispute Resolution**

Any claim, controversy, dispute, or disagreement between the parties arising out of or relating to this Agreement, including but not limited to those arising out of or relating to any Work Order Authorization and including those based on or arising from any statute, constitution, regulation, ordinance, rule, or any alleged tort (collectively “Dispute”), shall be resolved in accordance with the following dispute resolution procedure:

1. CLIENT and MFA agree that discussing and reaching an agreement is often the most cost-effective and beneficial method to resolve a dispute. In the event that any Dispute arises between them, the parties agree to hold a meet-and-confer session between one or more principals of each party with authority to settle the dispute.
2. If the parties cannot reach a mutually acceptable resolution, they shall proceed to non-binding mediation using a mutually agreed upon mediator, with each party being responsible for one-half of the mediator’s fee. Mediation is an express condition precedent to binding arbitration, as provided below.
3. Unless successfully resolved as provided above, the parties agree that any Dispute shall be resolved by binding arbitration with the then-effective arbitration rules of Arbitration Services of Portland, Inc., and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

## **Article 24—Attorneys’ Fees and Costs**

If any action or proceeding is commenced to enforce or interpret any of the terms or conditions of this Agreement or the performance thereof, including the collection of any payments due hereunder, the prevailing party will be entitled to recover all reasonable attorneys’ fees, costs, and expenses, including staff time at current billing rates, expert witness fees, court costs, and other claim-related expenses.

If MFA is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT’s behalf regarding work performed by MFA, CLIENT agrees to pay all costs and expenses incurred by MFA not reimbursed by others in responding to such order, including attorney’s fees, staff time at current billing rates, and reproduction expenses.

## **Article 25—Governing Law and Venue**

This Agreement shall be subject to, interpreted, and enforced according to the laws of the State from which MFA’s services are procured. The parties submit to jurisdiction in Clark County, Washington, and agree that the venue for any and all disputes arising out of or related to this Agreement shall be in Clark County, Washington. Each party further agrees that, in any litigation or arbitration arising out of or related to this

Agreement, the party, and the party's officers, employees, and agents shall appear, at that party's expense, for deposition in Clark County, Washington.

### **Article 26—Severability**

Any provision of this Agreement held in violation of any law will be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. The parties will attempt in good faith to replace any invalid or unenforceable provision(s) of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

### **Article 27—Entire Agreement**

This Agreement constitutes the entire agreement between CLIENT and MFA. It supersedes any and all prior written or oral agreements, negotiations, or proposals, or contemporaneous communications with respect to the subject matter hereof, and has not been induced by any representations, statements, or agreements other than those herein expressed. No amendment to this Agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by authorized representatives of both parties.

## CLIENT/USER QUESTIONNAIRE

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001, the User (defined as the party requesting the Phase I Environmental Site Assessment [ESA]) must conduct the following inquiries required by 40 Code of Federal Regulations (CFR) §§ 312.25, 312.28, 312.29, 312.30, and 312.31. The User should provide the following information to the environmental professional. Failure to conduct these inquiries could result in a determination that “all appropriate inquiries” is not complete. This Client/User Questionnaire is to be completed by the User. Typically, the User is NOT the current owner of the property that is the subject of the ESA (the property).

Property Address: 122 s. Center st. OC, Or. 97045

Name of User Completing Form: Vance Walker

Relationship to Property: Assistant PW Director

1. Environmental liens that are filed or recorded against the property (40 CFR § 312.25).

Did a search of land title records (or judicial records where appropriate, see the note below) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law?

Note: In certain jurisdictions, federal, tribal, state, or local statutes or regulations specify that environmental liens and Activity Use Limitations (AULs) be filed in judicial records rather than in land title records. In such cases judicial records shall be searched for environmental liens and AULs.

No search has been conducted, no liens are anticipated.

2. Activity and land use limitations that are in place on the property or that have been filed or recorded against the property.

Did a search of land title records (or judicial records where appropriate, see the note above) identify any AULs filed or recorded against the property under federal, tribal, state, or local law?

The property is located in the Natural Resource Overlay, and Landslide Buffer Overlay Zone. This does restrict development for the main parcel on the south side of the street.

3. Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR § 312.28).

Do you have any specialized knowledge of or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property and therefore would have specialized knowledge of the chemicals and processes used by this type of business?

none.

4. Relationship of the purchase price to what would be the fair market value of the property if it were not contaminated (40 CFR § 312.29).

Does the purchase price for the property reasonably reflect the fair market value of the property?

Yes  No

If you conclude that **there is a difference**, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

- 
5. Commonly known or reasonably ascertainable information about the property (40 CFR § 312.30).

Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional identify conditions indicative of releases or threatened releases? For example:

(a) Do you know the past uses of the property?  Yes  No (If yes, summarize below.)

Used as a Public Works Operations facility for decades. Private trucking company prior to city purchase.

(b) Do you know of specific chemicals (including petroleum products) that are present or once were present at the property?  Yes  No (If yes, summarize below.)

**Diesel, Mag. Chloride, paint, vehicle / equipment fluids, asphalt crack sealant,**

(c) Do you know of spills or other chemical releases that have taken place at the property?

Yes  No (If yes, summarize below.)

(d) Do you know of any environmental cleanups that have taken place at the property?

Yes  No (If yes, summarize below.)

- 
6. The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR § 312.31).

Based on your knowledge of and experience related to the property, are there any obvious indicators that point to the presence or likely presence of releases at the property?

**No.**

Before MFA's visit to the property, the User must respond to the following questions. It is acceptable to write "I don't know" or "Not that I'm aware of":

Is there any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the property?

**Not that I'm aware of**

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Are there any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the property?

**Not that I'm aware of**

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Are there any notices from any government agency regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?

**Not that I'm aware of**

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#### **Additional Information**

In addition, certain information should be collected, if available, and provided to the environmental professional selected to conduct the Phase I ESA. This information is intended to assist the environmental professional but is not necessarily required to qualify for one of the LLPs. The information includes:

- a. The reason the Phase I ESA is being performed

**To prepare for sale of property.**

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- b. The type of property and type of property transaction; for example, sale, purchase, or exchange

**Sale.**

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- c. The complete and correct address for the property (a map or other documentation showing property location and boundaries, tax lot numbers, and parcel size is helpful)

**122 S. Center st. Oregon City, Or. 97045**

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- d. The scope of services desired for the Phase I ESA (including whether any parties to the property transaction may have a required standard scope of services or whether any considerations beyond the requirements of ASTM International (ASTM) Practice E1527-21 are to be considered)

This is for pre-sale purposes to determine whether there is any contamination. The Phase I is intended to guide whether a parcel is clear for sale, or plan for the scope of a Phase II.

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e. Identification of all parties who will rely on the Phase I ESA report

## City Staff.

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f. Identification of the site contacts and how these contacts can be reached

Vance Walker, Assistant PW Director, vwalker@orcify.org Dayna Webb, Public Works Director, dwebb@orcify.org

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g. Any special terms and conditions that the environmental professional must agree to

n/a

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h. Any other knowledge of or experience with the property that may be pertinent to the environmental professional (for example, copies of any available prior ESA reports, documents, or correspondence concerning the property and its environmental condition)

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Vance Walker

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Printed Name



Signature of Person Completing Form

Assistant Public Works Director

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Title

City of Oregon City

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Company Name

3-24-2026

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Date

**Please provide copies of the following documents (if available) as described in ASTM E1527-21:**

1. Environmental site assessment reports
2. Environmental site investigation reports
3. Environment compliance audit reports
4. Environmental permits (for example, solid waste disposal permits, hazardous waste disposal permits, wastewater permits, National Pollutant Discharge Elimination System permits, underground injection permits)
5. Registrations for underground and aboveground storage tanks
6. Registrations for underground injection systems
7. Safety data sheets (a list may be adequate)
8. Community right-to-know plan
9. Safety plans; preparedness and prevention plans; spill prevention, control, and countermeasure plans, etc.
10. Reports regarding hydrogeologic conditions at the property or in the surrounding area
11. Reports regarding any self-directed or other cleanup activities conducted at the subject property
12. Notices or other correspondence from any government agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property
13. Hazardous waste generator notices or reports
14. Geotechnical studies
15. Risk assessments
16. Recorded activity and use limitations
17. Title records



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## STANDARD CONDITIONS

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### Contracts/Agreements for Goods, Services, Personal Services or Public Improvement Contracts Less Than \$50,000

For staff:

- These Standard Conditions are not to be modified without the approval from the City Attorney. For approved amendments to these Conditions, please create a separate document to detail the modifications, understanding that any modification approval is authorized for a particular agreement and may not be applied to other cases.
- Solar Panels and Systems – Any project involving solar panels or systems must comply with prevailing wage guidelines. When negotiating for any work involving solar panels or the systems that support them, please use the Public Improvement Standard Conditions for projects over \$50,000 and the corresponding contract template.
- These Standard Conditions are to be attached to all Service Agreements, regardless of dollar amount, (personal service agreements, professional service agreements, Architectural, engineering, photogrammetric mapping, transportation planning or land surveying or related services) and Public Improvement Contracts less than \$50,000, in order to ensure consistent implementation of city policy.
- Do not save copies of this on your computer or desktop. Remove previous versions of the Standard Conditions from your computer to ensure the proper document is used going forward. Following these instructions will help ensure all contracts meet current standards and laws.
- Note: Do not include this cover page with your Agreements or Contracts.

NOVEMBER 2025  
CITY OF OREGON CITY

## STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

This Standard Condition Agreement shall be applicable to all public contracts for goods, services, personal services, and public improvement projects including:

- Professional services, as referenced in Oregon City Municipal Code (OCMC) Section 2.40.020, and Oregon Revised Statutes (ORS) 279C; or
- Architectural, engineering, photogrammetric mapping, transportation planning or land surveying or related services; or
- Public improvement contracts (capital improvement projects) that cost less than \$50,000, except for solar panels or other solar system installations.

- 1) **Definitions of Terms:** In this Standard Conditions Agreement, the following terms shall be as defined below:
- a) **Agent** means a person who is authorized to act on behalf of the Contractor or the Owner.
  - b) **Applicable Laws** means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work to the Contract or to the Parties individually.
  - c) **Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services** means professional services that are required to be performed by an architect, engineer, photogrammetrist, transportation planner or land surveyor as defined in Oregon Revised Statutes (ORS) Chapter 279C.
  - d) **Amendment** means a written alteration, to include a change order, which, when fully executed by the Parties of the Contract, constitutes a change to the contract price, contract time or contract scope. An Amendment shall not be effective until executed by both parties.
  - e) **Contract or Agreement**, as used interchangeably throughout, means an agreement between two or more Persons which creates an obligation to do or not do a particular thing. Its essentials are competent parties, subject matter, legal consideration, mutuality of agreement and mutuality of obligation.
  - f) **Contract or Agreement Documents** means the full and complete contract for goods or services including the Goods or Personal Services Agreement, Scope of Work and these Standard Conditions and these terms are used interchangeably, unless otherwise specified.
  - g) **Contractor or Consultant**, as used interchangeably throughout, means the Person awarded the Contract or Agreement for the Work contemplated and includes a Person providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services contracted for the provision of services, unless otherwise specified.
  - h) **Design-Build** means an alternative form of procurement for public improvements in which the Contractor provides or obtains specified design services, participates in the project team with the Owner, and manages both design and construction.
  - i) **Goods** means supplies, equipment, materials, personal property, and include any tangible, intangible and intellectual property, rights and licenses.
  - j) **Owner** means the City of Oregon City or any component unit thereof including the City of Oregon City Urban Renewal Agency (URA). Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent.
  - k) **Parties** means any person, group or organization who execute a written agreement to complete Work to be done.
  - l) **Person** means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company, a nonprofit, a trust, or any other entity possessing the legal capacity to enter into a contract.
  - m) **Project** means the total undertaking to be accomplished for Owner by architectural, engineering, photogrammetric mapping, transportation planning or land surveying service providers, Contractors, and others, including planning study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.
  - n) **Public Improvement (Capital Improvement)** means contracts for construction, reconstruction or major renovation of real property by or for the Owner, per ORS 279A.
  - o) **Professional Services** means contracts for professional personal services such as financial, accounting, personnel, risk management, insurance, real estate and economics, architect, engineer, photogrammetrist, transportation planner or land surveyor as defined in Oregon Revised Statutes (ORS)

Last updated November 6, 2025

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## STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

Chapter 279C as well as non- professional services such as a short-term Consultant or services for office maintenance.

- p) **Subcontractor** means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of Work.
- q) **Work** means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits, and regulatory approvals not provided by the Owner necessary to successfully comply with any individual items or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.
- 2) **Contractor Identification.** Contractor shall furnish to Owner its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as Owner deems applicable.
- 3) **Oregon Corporation Registration, Valid Oregon City Business License, and Other Professional Certification Required.** Contractor agrees and certifies that it is licensed to do business in the State of Oregon and that, if Contractor is a corporation, that the corporation is in good standing within the State of Oregon. For the duration of this Contract, Contractor shall maintain a valid Oregon City Business License as per Oregon City Municipal Code Chapter 5.04, or a Metro business license for qualifying projects, and any professional occupation licenses required by state or local law and shall furnish proof to Owner upon request.
- 4) **Payment.**
- a) Invoices submitted in connection with this Contract shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.
  - b) Owner agrees to pay Contractor within thirty (30) days after receipt of Contractor itemized statement, unless the parties agree to payment to be made on other specified terms. Amounts disputed by Owner may be withheld pending settlement.
  - c) Owner certifies that sufficient funds are available and authorized for expenditure to finance the cost of the materials, equipment, labor, and/or services to be provided pursuant to this Contract.
  - d) Owner shall not pay any amount in excess of the compensation amounts set forth in this Contract nor shall Owner pay Contractor any fees or costs that Owner reasonably disputes.
  - e) With respect to Public Improvement Contracts, Owner may withhold retainage not to exceed 5% of the payment due. Retainage shall be released in accordance with ORS 279.C.570 and applicable laws.
- 5) **Independent Contractor Status.**
- a) Contractor is an independent contractor as defined in ORS 670.600 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) Contractor 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. Contractor maintains a business location that is separate from, and not affiliated with, the offices of the Owner and bears the risk of loss related to the Contractor's 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 Contract. Contractor provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Contractor makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and Contractor has the authority to hire or fire persons to provide or assist in providing the services required under this Contract.
  - c) Contractor shall furnish the tools or equipment necessary for the contracted labor or services.
  - d) Contractor agrees and certifies that:
    - i) Contractor is not eligible for any federal social security or unemployment insurance payments. Contractor is not eligible for any Public Employee Retirement System (PERS) or workers' compensation benefits from compensation or payments made to Contractor under this Agreement.

**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

**6) Early Termination.**

- a) This Contract may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties or by the Owner upon ten (10) days written notice to the Contractor, delivered by certified mail, email, or in-person prior to the stated expiration date.
- b) Upon receipt of notice of early termination, Contractor 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 Contract 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 Owner provided in this Contract and relating to defaults by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**7) No Third-Party Beneficiaries.** Owner and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**8) Payment of Laborers; Payment of Taxes.**

- a) Contractor shall:
  - i) Make payments promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Contract.
  - ii) Pay all contributions and amounts due to the State Accident Insurance Fund incurred in the performance of this Contract.
  - iii) Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or materials furnished.
  - iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Contractor under this Contract and, unless Contractor is subject to back-up withholding, the Owner will not withhold from such compensation or payments any amount(s) to cover Contractor'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 Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, the Owner 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 Contractor by reason of this Contract.
- c) The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligations with respect to any unpaid claims.
- d) Contractor and its subcontractors, 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.
- e) With respect to Public Improvement Contracts or Professional Service Agreements, all hours of labor shall comply with ORS 279C.520 and overtime pay provided as specified in ORS 279C.540.

**9) Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the Owner. The Owner, by this Contract, incurs no liability to third parties for payment of any compensation provided herein to the Contractor.

**10) Access to Records.** Contractor shall maintain all books, documents, papers and records, in paper or electronic form, for a period of no less than three years from the date of substantial completion for the purpose of making audit, examination, excerpts and transcripts. Owner shall have access to all books,

## **STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

documents, papers and records of Contractor, existing in paper or electronic form, that are pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcripts.

- 11) Confidentiality.** During the course of completing Work, Contractor or its Agent(s), employees, or consultants, may receive confidential information. Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing Work of the confidentiality obligation that pertains to such information.
- 12) Ownership of Work Product; License.** All work products of Contractor that result from this Contract (the "Work Products") are the exclusive property of Owner. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants Owner 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 Owner or produced by Contractor under this Contract. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Contract are work specially commissioned by Owner, and that any and all such work shall be work made for hire in which all rights and copyrights belong exclusively to Owner. Contractor shall not publish, republish, display or otherwise use any work or Work Products resulting from this Contract without the prior written agreement of Owner. No reports, information and/or data given to or prepared or assembled by the Contractor under this contract shall be made available to any individual or organization by the Contractor without the prior written approval of the Owner.
- 13) Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state, and local laws and ordinances applicable to the Work to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.230, 279B.235, 279B.270 and 279C.515. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503, 504 and 508 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) the Health Insurance Portability and Accountability Act of 1996; (v) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 14) Use of Recycled Products; Demolition Contracts to Require Material Salvage; Lawn and Landscape Maintenance Contracts to Require Composting or Mulching.** Contractors are encouraged to use recycled products, including recycled paper, recycled oil and recycled PETE products, whenever possible and appropriate in completing the Work. In accordance with ORS 279C.510, contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. To the extent applicable to scope of work, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- 15) Professional Standards.** With respect to contracts for Professional Services, Contractor shall be responsible to the level of competency presently maintained by others practicing in the same type of services in Owner's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this Contract
- 16) Completion and Correction of Work.** Work shall be completed in compliance with the terms set forth in the Contract Documents. Owner shall have the right to reject in writing any Work that does not comply with Contract Document specifications. The Contractor shall perform such additional work as may be necessary to correct Contractor's errors without undue delays and without additional cost.
- 17) Modification, Supplements, Change Orders 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

Last updated November 6, 2025

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**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

hereto.

**18) Indemnity and Insurance.**

a) Indemnity.

i) Contractor acknowledges responsibility for liability arising out of Contractor's negligent performance of this Agreement and shall hold Owner, 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, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Contractor, or the agents, consultants or employees of Contractor provided pursuant to this Agreement.

ii) Notwithstanding any other provision of this Contract the foregoing, person(s) providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services shall not be required to defend the Owner against a professional negligence claim resulting from the professional services provided under this Contract, except to the extent that such liability or fault is determined by adjudication, alternative dispute resolution or resolved by mutual settlement agreement, and shall not to exceed the person's proportionate fault.

b) Workers' Compensation Coverage. Contractor certifies that Contractor has or is qualified for and will maintain workers' compensation as required by the State of Oregon, ORS Chapter 656. Contractor shall provide the Owner, within ten (10) days after full execution of this Contract, 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 Owner, pursuant to OAR 836-043-0001. All agents or consultants of Contractor shall maintain such insurance.

c) General Liability and Commercial Automobile Insurance Coverage. Contractor shall maintain general liability and commercial automobile liability insurance for the protection of Contractor and Owner, insuring against liability for bodily injury or property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor's operation. General Liability policy shall be in an amount not less than \$2,000,000, per and \$2,000,000 combined single limit coverage under the Commercial Automobile policy. Such insurance shall name Owner, its directors, officers, agents, and employees, as an additional insured, with the stipulation that Contractor insurance, as to the interest of Owner, shall not be invalidated by any act or neglect or breach of this Agreement by Contractor.

d) Professional Liability Insurance:

Contractor shall provide Owner with evidence of professional liability insurance for the protection of Contractor and its employees, insuring against claims for damage arising out of Contractor's negligent acts, omissions, activities or services in an amount not less than \$1,000,000 per claim and in the aggregate. If professional liability insurance is cancelled or discontinued prior to Work or Services under this Contract, then Contractor shall implement a supplemental reporting period (tail) of no less than 3 years. Contractor shall maintain in force such coverage for not less than six (6) years following completion of the project.

Within ten (10) days after the full execution of the Contract, Contractor shall furnish Owner with a certificate evidencing the dates, amounts, and type of insurance that have been procured pursuant to this Agreement. Contractor will provide for not less than thirty (30) days' written notice to Owner before the policies may be revised, canceled, or allowed to expire. Contractor shall not alter the terms of any policy with prior written authorization from Owner. The provisions of the subsections fully apply to Contractor and its consultants or agents.

e) Such insurance will include contractual liability.

**19) Legal Expenses.** In the event legal action is brought by Owner or Contractor 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.

**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

- 20) **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.
- 21) **Number and Gender.** In this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.
- 22) **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.
- 23) **Hierarchy.** The conditions contained in this document are applicable to every Personal Services Agreement entered into by the Owner in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control 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.
- 24) **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.
- 25) **Notices.** Any notices, bills, invoices, reports or other documents required by this Contract shall be sent by the parties by United States mail with postage prepaid, personally delivered to the addresses listed in the Agreement attached hereto, or sent electronically. All notices shall be in writing and effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.
- 26) **Nonwaiver.** The failure of Owner to insist upon or enforce strict performance by Contractor 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.
- 27) **Information and Reports.** Contractor shall, at such time and in such form as Owner 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 Owner. Contractor shall furnish Owner, 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 Owner but shall remain with Contractor. Copies as requested shall be provided free of cost to Owner.
- 28) **Owner's Responsibilities.** Owner shall furnish Contractor with all available necessary information, data, and materials pertinent to the execution of this Contract. Owner shall cooperate with Contractor in carrying out the work herein and shall provide adequate staff for liaison with Contractor.
- 29) **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 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

**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

- 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.
- 30) 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.
- 31) Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts. Electronic signatures using an electronic verification system approved by the Owner shall be considered as valid signatures.
- 32) Entire Agreement.** This Contract signed by both parties is the parties' final and entire Agreement and supersedes all prior contemporaneous oral or written communications between the Parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

CITY OF OREGON CITY

Amendment No. 1 to Personal Services Agreement

**PUBLIC WORKS CENTER STREET PROPERTY -  
PHASE II ENVIRONMENTAL SITE ASSESSMENT PROPOSAL (PS 26-002)**

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter called "City"), and **MAUL FOSTER & ALONGI, INC** (hereinafter called "Consultant,") which was previously entered into on **March 25, 2026** ("Contract") for **PUBLIC WORKS CENTER STREET PROPERTY - PHASE II ENVIRONMENTAL SITE ASSESSMENT (PS 26-002)** and

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

WITNESSETH:

1. The **Scope of Services** is hereby amended as follows:  
The scope of services is for the consultant to conduct a focused Phase II environmental site assessment of properties at 116 South Center Street, 122 South Center Street, and Clackamas County tax lots 22E31CA0220 and 22E31CA06201 in Oregon City, Oregon.
2. The **Term of Agreement** is hereby amended as follows:  
The proposed work is scheduled through December 31, 2026.
3. The **Compensation Provisions** is hereby amended as follows:  
The original contract Center Street Environmental Site Assessment Proposal Phase I Environmental Site Assessment contract with Maul Foster Alongi, Inc. (PS 26-002) was \$16,000.00. The Public Works Center Street Property –Phase II Environmental Site Assessment Proposal is an additional \$44,000.00. The total contract shall not exceed \$60,000.00.

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

CITY OF OREGON CITY

MAUL FOSTER & ALONGI, INC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Dayna Webb, P.E.

Name: \_\_\_\_\_

Title: Public Works Director

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 20

Dated: \_\_\_\_\_, 20

By: \_\_\_\_\_

Name: Anthony J. Konkol, III

ORIGINAL CITY COMMISSION APPROVAL IF APPLICABLE:

Dated: \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_

By: \_\_\_\_\_

City Attorney



May 26, 2026

Project No. M0421.04.002

Kelly Hart

City of Oregon City

695 Warner Parrott Road

Oregon City, Oregon 97045

Re: City of Oregon City: Center Street Phase II Environmental Site Assessment Proposal

Dear Kelly Hart:

Maul Foster & Alongi, Inc. (MFA), appreciates the opportunity to submit this proposal to conduct a focused Phase II environmental site assessment (ESA) of the properties at 116 South Center Street, 122 South Center Street, and Clackamas County tax lots 22E31CA0220 and 22E31CA06201 in Oregon City, Oregon (the Property).

MFA completed draft Phase I ESAs of the Property in May 2026. MFA identified several recognized environmental conditions (RECs) associated with historical uses of the Property. Based on the results of the Phase I ESA and the RECs identified, soil contamination may be present at the Property, and there may be a risk of vapor intrusion into the buildings on the Property due to the contamination. The objective of the Phase II ESA proposed herein is to assess soil and soil vapor conditions at the Property.

## Scope of Work

### Task 1—Project Management and Fieldwork Preparation

This task includes project planning, Client and subcontractor communications, preparation of a health and safety plan, and ongoing project management tasks.

### Task 2—Complete Fieldwork

Prior to ground-disturbing activities, MFA will submit a public utility notification request through the Underground Utility Notification Center, which will in turn notify the various utilities in the area to mark any underground installations. In addition, MFA will contract with a geophysical surveying subcontractor to conduct a ground-penetrating radar survey of select portions of the Property. The objectives of the geophysical survey are:

- identify potential subsurface features, such as underground storage tanks (USTs) or tank pits, that may be sources of contamination.
- identify subsurface utilities that may be corridors for vapor migration.
- identify utilities at the proposed drilling locations so that the locations can be moved to avoid the utilities.

Subsurface conditions, such as potential rebar reinforcement in the concrete floors, and structural features (walls, equipment or other immobile items in the building interior) may inhibit the ability of the geophysical survey to positively identify all underground features.

Proposed sample locations are shown on the attached Figure.

Following the geophysical survey, MFA will oversee a drilling subcontractor advance at total of five soil borings:

- one soil boring at 116 South Center Street property (COOC-SB-001)
- two soil borings at 122 South Center Street (COOC-SB-002 and COOC-SB-003)
- one soil boring at each of the tax lots (COOC-SB-004 and COOC-SB-005)

The soil borings will be placed to achieve spatial distribution and target areas with known historical uses (e.g. former USTs, hydraulic oil reserve of the elevator) or portions of the building in proximity to utilities or other subsurface features that may present potential preferential pathways for migration of subsurface contamination or sources of contamination. Each soil boring will be advanced to a maximum depth of 10 feet or until refusal is met, whichever is shallower.

Soil from each boring location will be field-screened for evidence of contamination (e.g., staining, odor, or sheen). One soil sample from each boring location will be collected and submitted to the laboratory for analysis.

At three locations (COOC-SV-001, COOC-SV-002, and COOC-SV-003), MFA will install a temporary soil vapor sampling point approximately 5 feet away from the primary soil boring location to allow for the collection of a soil vapor sample. In addition, MFA will install temporary sub-slab soil vapor sampling points through the building slab at a total of eight locations (COOC-SS-001 through COOC-SS-008) within the buildings at 116 South Center Street and 122 South Center Street. Sub-slab soil vapor sampling locations will be selected to provide representative coverage beneath the building footprint and, where feasible, will be spaced to reduce bias from perimeter conditions (e.g., placed at least several feet from exterior walls). Proposed locations may be adjusted in the field to account for access limitations such as utilities or structural features. At each location, MFA will advance a small-diameter borehole through the concrete slab using a roto hammer or equivalent equipment. A sampling probe will be installed beneath the slab to access sub-slab vapors. Sampling will be conducted using laboratory-supplied sorbent tubes and pre-evacuated summa canisters equipped with calibrated flow controllers. Prior to sample collection, MFA will purge the sampling point, perform leak testing (e.g., helium shroud testing), and verify system integrity using shut-in testing procedures.

All soil and soil vapor samples will be collected in accordance with relevant industry standard procedures and applicable regulatory requirements. Samples from each media type will be submitted to an analytical laboratory for analysis on a standard turnaround time (ten days).

### **Task 3—Analytical Work and QA/QC**

Soil samples collected from 116 South Center Street and 122 South Center Street will be analyzed for the following:

- Hydrocarbon Identification (HCID) by Northwest Total Petroleum Hydrocarbons (NWTPH)-HCID.
- Polycyclic aromatic hydrocarbons by U.S. Environmental Protection Agency (EPA) Method 8270E
- Volatile organic compounds (VOCs) by EPA Method 8260D
- Polychlorinated biphenyls by EPA Method 8082A
- Resource Conservation and Recovery Act 8 metals by EPA Method 6020B

Soil samples collected from both parking lot tax lots will be analyzed for

- HCID by NWTPH-HCID

Pending HCID detections, follow-up analysis may include:

- Diesel- and oil-range organics by NWTPH-Dx
- Gasoline-range organics by NWTPH-Gx

The soil vapor samples will be analyzed for the following:

- Diesel-range organics by EPA Method TO-17
- VOCs by EPA Method TO-15
- Gasoline-range organics by EPA Method TO-15
- Helium (as a leak tracer) by ASTM D1946

All samples will be processed on a standard turnaround time. Upon receipt of the final laboratory report, MFA will import the analytical data into the project database, perform a data quality review, prepare a data validation memorandum, and generate soil and soil vapor data tables. The data will be compared to applicable Oregon Department of Environmental Quality (DEQ) risk-based concentrations for human exposure.

#### **Task 4—Reporting**

MFA will prepare a focused Phase II ESA report that includes the following elements:

- Description of field sampling activities, including observations of subsurface conditions and field indicators of contamination.
- Summary of chemicals detected, including chemical concentrations exceeding the potentially applicable human health RBCs.
- Recommendation for additional assessment activities, if appropriate, based on the sample data.
- Figure showing final sample locations.
- Tabulated sample data compared to the applicable human health RBCs.
- Attachments including field sampling datasheets, boring logs, photo log, final laboratory reports, and data validation memorandum.

The report will be attached to the Phase I ESAs and the findings updated in reflection. All files will be provided electronically.

#### **Assumptions**

In preparing the scope of work, MFA has made the following assumptions to define the services and fees:

- Access to the building will be provided by the building owner.
- Two 55-gallon drums of investigation derived waste (IDW; i.e., soil cuttings and decontamination water) will be stored on the Property while awaiting characterization (analytical results) prior to disposal. IDW will be managed with the Property owner identified as the waste generator, and the Property owner will be required to sign applicable disposal documentation. MFA will evaluate the soil and groundwater analytical results to characterize appropriate disposal of the IDW. The cost for transportation and disposal of the IDW (assumed to be characterized as non-hazardous) is included in this scope of work.

- Drilling locations may be altered in the field based on drill rig access and geophysical survey results.
- All floor penetrations will be filled to generally match the surrounding grade. Surface finishing will not be conducted.
- No regulatory agency communication is included in this scope of work, but it can be included under a future scope if requested.
- Sample locations were selected near known historical use areas to evaluate potential vapor encroachment associated with a suspected plume. Additional soil vapor sampling may be required to fully delineate the extent of the plume.

## Budget

The fixed fee to perform the proposed work is \$44,000.

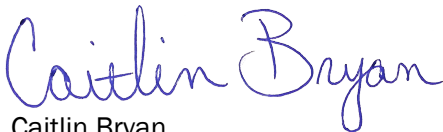
## Schedule

MFA will begin work upon receiving authorization to proceed. This proposal is valid for 60 days.

After you have reviewed this submittal, please indicate your approval of the proposal by signing below.

Sincerely,

Maul Foster & Alongi, Inc.



Caitlin Bryan  
Principal Environmental Scientist

## Attachments

- General Terms and Conditions
- Proposed Sample Locations Figure

The above proposal, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached "General Terms and Conditions" (which contains a limitation of liability provision), and Addendum(s), if any, form an express part of the Contract, as evidenced by my signature below:

City of Oregon City

By \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

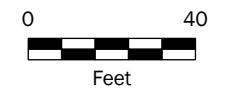


**Figure**  
**Proposed Sample Locations**  
 116 and 122 S Center Street  
 Oregon City, OR

**Legend**

- Proposed soil boring locations
- Proposed sub-slab soil vapor sampling locations
- Proposed soil vapor locations
- Approximate location of decommissioned UST
- Property Location
- Tax lot

**Notes**  
 UST = underground storage tank.



**Data Sources**  
 Aerial photograph obtained from Google; tax lot data obtained from Clackamas County.



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## STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

This Standard Condition Agreement shall be applicable to all public contracts for goods, services, personal services, and public improvement projects including:

- Professional services, as referenced in Oregon City Municipal Code (OCMC) Section 2.40.020, and Oregon Revised Statutes (ORS) 279C; or
- Architectural, engineering, photogrammetric mapping, transportation planning or land surveying or related services; or
- Public improvement contracts (capital improvement projects) that cost less than \$50,000, except for solar panels or other solar system installations.

- 1) **Definitions of Terms:** In this Standard Conditions Agreement, the following terms shall be as defined below:
- a) **Agent** means a person who is authorized to act on behalf of the Contractor or the Owner.
  - b) **Applicable Laws** means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work to the Contract or to the Parties individually.
  - c) **Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services** means professional services that are required to be performed by an architect, engineer, photogrammetrist, transportation planner or land surveyor as defined in Oregon Revised Statutes (ORS) Chapter 279C.
  - d) **Amendment** means a written alteration, to include a change order, which, when fully executed by the Parties of the Contract, constitutes a change to the contract price, contract time or contract scope. An Amendment shall not be effective until executed by both parties.
  - e) **Contract or Agreement**, as used interchangeably throughout, means an agreement between two or more Persons which creates an obligation to do or not do a particular thing. Its essentials are competent parties, subject matter, legal consideration, mutuality of agreement and mutuality of obligation.
  - f) **Contract or Agreement Documents** means the full and complete contract for goods or services including the Goods or Personal Services Agreement, Scope of Work and these Standard Conditions and these terms are used interchangeably, unless otherwise specified.
  - g) **Contractor or Consultant**, as used interchangeably throughout, means the Person awarded the Contract or Agreement for the Work contemplated and includes a Person providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services contracted for the provision of services, unless otherwise specified.
  - h) **Design-Build** means an alternative form of procurement for public improvements in which the Contractor provides or obtains specified design services, participates in the project team with the Owner, and manages both design and construction.
  - i) **Goods** means supplies, equipment, materials, personal property, and include any tangible, intangible and intellectual property, rights and licenses.
  - j) **Owner** means the City of Oregon City or any component unit thereof including the City of Oregon City Urban Renewal Agency (URA). Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent.
  - k) **Parties** means any person, group or organization who execute a written agreement to complete Work to be done.
  - l) **Person** means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company, a nonprofit, a trust, or any other entity possessing the legal capacity to enter into a contract.
  - m) **Project** means the total undertaking to be accomplished for Owner by architectural, engineering, photogrammetric mapping, transportation planning or land surveying service providers, Contractors, and others, including planning study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.
  - n) **Public Improvement (Capital Improvement)** means contracts for construction, reconstruction or major renovation of real property by or for the Owner, per ORS 279A.
  - o) **Professional Services** means contracts for professional personal services such as financial, accounting, personnel, risk management, insurance, real estate and economics, architect, engineer, photogrammetrist, transportation planner or land surveyor as defined in Oregon Revised Statutes (ORS)

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## STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000

Chapter 279C as well as non- professional services such as a short-term Consultant or services for office maintenance.

- p) **Subcontractor** means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of Work.
- q) **Work** means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits, and regulatory approvals not provided by the Owner necessary to successfully comply with any individual items or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.
- 2) **Contractor Identification.** Contractor shall furnish to Owner its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as Owner deems applicable.
- 3) **Oregon Corporation Registration, Valid Oregon City Business License, and Other Professional Certification Required.** Contractor agrees and certifies that it is licensed to do business in the State of Oregon and that, if Contractor is a corporation, that the corporation is in good standing within the State of Oregon. For the duration of this Contract, Contractor shall maintain a valid Oregon City Business License as per Oregon City Municipal Code Chapter 5.04, or a Metro business license for qualifying projects, and any professional occupation licenses required by state or local law and shall furnish proof to Owner upon request.
- 4) **Payment.**
- a) Invoices submitted in connection with this Contract shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.
  - b) Owner agrees to pay Contractor within thirty (30) days after receipt of Contractor itemized statement, unless the parties agree to payment to be made on other specified terms. Amounts disputed by Owner may be withheld pending settlement.
  - c) Owner certifies that sufficient funds are available and authorized for expenditure to finance the cost of the materials, equipment, labor, and/or services to be provided pursuant to this Contract.
  - d) Owner shall not pay any amount in excess of the compensation amounts set forth in this Contract nor shall Owner pay Contractor any fees or costs that Owner reasonably disputes.
  - e) With respect to Public Improvement Contracts, Owner may withhold retainage not to exceed 5% of the payment due. Retainage shall be released in accordance with ORS 279.C.570 and applicable laws.
- 5) **Independent Contractor Status.**
- a) Contractor is an independent contractor as defined in ORS 670.600 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) Contractor 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. Contractor maintains a business location that is separate from, and not affiliated with, the offices of the Owner and bears the risk of loss related to the Contractor's 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 Contract. Contractor provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Contractor makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and Contractor has the authority to hire or fire persons to provide or assist in providing the services required under this Contract.
  - c) Contractor shall furnish the tools or equipment necessary for the contracted labor or services.
  - d) Contractor agrees and certifies that:
    - i) Contractor is not eligible for any federal social security or unemployment insurance payments. Contractor is not eligible for any Public Employee Retirement System (PERS) or workers' compensation benefits from compensation or payments made to Contractor under this Agreement.

**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

**6) Early Termination.**

- a) This Contract may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties or by the Owner upon ten (10) days written notice to the Contractor, delivered by certified mail, email, or in-person prior to the stated expiration date.
- b) Upon receipt of notice of early termination, Contractor 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 Contract 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 Owner provided in this Contract and relating to defaults by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**7) No Third-Party Beneficiaries.** Owner and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**8) Payment of Laborers; Payment of Taxes.**

- a) Contractor shall:
  - i) Make payments promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Contract.
  - ii) Pay all contributions and amounts due to the State Accident Insurance Fund incurred in the performance of this Contract.
  - iii) Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or materials furnished.
  - iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Contractor under this Contract and, unless Contractor is subject to back-up withholding, the Owner will not withhold from such compensation or payments any amount(s) to cover Contractor'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 Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, the Owner 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 Contractor by reason of this Contract.
- c) The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligations with respect to any unpaid claims.
- d) Contractor and its subcontractors, 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.
- e) With respect to Public Improvement Contracts or Professional Service Agreements, all hours of labor shall comply with ORS 279C.520 and overtime pay provided as specified in ORS 279C.540.

**9) Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the Owner. The Owner, by this Contract, incurs no liability to third parties for payment of any compensation provided herein to the Contractor.

**10) Access to Records.** Contractor shall maintain all books, documents, papers and records, in paper or electronic form, for a period of no less than three years from the date of substantial completion for the purpose of making audit, examination, excerpts and transcripts. Owner shall have access to all books,

## **STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

documents, papers and records of Contractor, existing in paper or electronic form, that are pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcripts.

- 11) Confidentiality.** During the course of completing Work, Contractor or its Agent(s), employees, or consultants, may receive confidential information. Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing Work of the confidentiality obligation that pertains to such information.
- 12) Ownership of Work Product; License.** All work products of Contractor that result from this Contract (the "Work Products") are the exclusive property of Owner. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants Owner 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 Owner or produced by Contractor under this Contract. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Contract are work specially commissioned by Owner, and that any and all such work shall be work made for hire in which all rights and copyrights belong exclusively to Owner. Contractor shall not publish, republish, display or otherwise use any work or Work Products resulting from this Contract without the prior written agreement of Owner. No reports, information and/or data given to or prepared or assembled by the Contractor under this contract shall be made available to any individual or organization by the Contractor without the prior written approval of the Owner.
- 13) Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state, and local laws and ordinances applicable to the Work to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.230, 279B.235, 279B.270 and 279C.515. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503, 504 and 508 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) the Health Insurance Portability and Accountability Act of 1996; (v) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 14) Use of Recycled Products; Demolition Contracts to Require Material Salvage; Lawn and Landscape Maintenance Contracts to Require Composting or Mulching.** Contractors are encouraged to use recycled products, including recycled paper, recycled oil and recycled PETE products, whenever possible and appropriate in completing the Work. In accordance with ORS 279C.510, contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. To the extent applicable to scope of work, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- 15) Professional Standards.** With respect to contracts for Professional Services, Contractor shall be responsible to the level of competency presently maintained by others practicing in the same type of services in Owner's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this Contract
- 16) Completion and Correction of Work.** Work shall be completed in compliance with the terms set forth in the Contract Documents. Owner shall have the right to reject in writing any Work that does not comply with Contract Document specifications. The Contractor shall perform such additional work as may be necessary to correct Contractor's errors without undue delays and without additional cost.
- 17) Modification, Supplements, Change Orders 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

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**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

hereto.

**18) Indemnity and Insurance.**

a) Indemnity.

i) Contractor acknowledges responsibility for liability arising out of Contractor's negligent performance of this Agreement and shall hold Owner, 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, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Contractor, or the agents, consultants or employees of Contractor provided pursuant to this Agreement.

ii) Notwithstanding any other provision of this Contract the foregoing, person(s) providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services shall not be required to defend the Owner against a professional negligence claim resulting from the professional services provided under this Contract, except to the extent that such liability or fault is determined by adjudication, alternative dispute resolution or resolved by mutual settlement agreement, and shall not to exceed the person's proportionate fault.

b) Workers' Compensation Coverage. Contractor certifies that Contractor has or is qualified for and will maintain workers' compensation as required by the State of Oregon, ORS Chapter 656. Contractor shall provide the Owner, within ten (10) days after full execution of this Contract, 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 Owner, pursuant to OAR 836-043-0001. All agents or consultants of Contractor shall maintain such insurance.

c) General Liability and Commercial Automobile Insurance Coverage. Contractor shall maintain general liability and commercial automobile liability insurance for the protection of Contractor and Owner, insuring against liability for bodily injury or property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor's operation. General Liability policy shall be in an amount not less than \$2,000,000, per and \$2,000,000 combined single limit coverage under the Commercial Automobile policy. Such insurance shall name Owner, its directors, officers, agents, and employees, as an additional insured, with the stipulation that Contractor insurance, as to the interest of Owner, shall not be invalidated by any act or neglect or breach of this Agreement by Contractor.

d) Professional Liability Insurance:

Contractor shall provide Owner with evidence of professional liability insurance for the protection of Contractor and its employees, insuring against claims for damage arising out of Contractor's negligent acts, omissions, activities or services in an amount not less than \$1,000,000 per claim and in the aggregate. If professional liability insurance is cancelled or discontinued prior to Work or Services under this Contract, then Contractor shall implement a supplemental reporting period (tail) of no less than 3 years. Contractor shall maintain in force such coverage for not less than six (6) years following completion of the project.

Within ten (10) days after the full execution of the Contract, Contractor shall furnish Owner with a certificate evidencing the dates, amounts, and type of insurance that have been procured pursuant to this Agreement. Contractor will provide for not less than thirty (30) days' written notice to Owner before the policies may be revised, canceled, or allowed to expire. Contractor shall not alter the terms of any policy with prior written authorization from Owner. The provisions of the subsections fully apply to Contractor and its consultants or agents.

e) Such insurance will include contractual liability.

**19) Legal Expenses.** In the event legal action is brought by Owner or Contractor 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.

**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

- 20) **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.
- 21) **Number and Gender.** In this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.
- 22) **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.
- 23) **Hierarchy.** The conditions contained in this document are applicable to every Personal Services Agreement entered into by the Owner in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control 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.
- 24) **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.
- 25) **Notices.** Any notices, bills, invoices, reports or other documents required by this Contract shall be sent by the parties by United States mail with postage prepaid, personally delivered to the addresses listed in the Agreement attached hereto, or sent electronically. All notices shall be in writing and effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.
- 26) **Nonwaiver.** The failure of Owner to insist upon or enforce strict performance by Contractor 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.
- 27) **Information and Reports.** Contractor shall, at such time and in such form as Owner 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 Owner. Contractor shall furnish Owner, 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 Owner but shall remain with Contractor. Copies as requested shall be provided free of cost to Owner.
- 28) **Owner's Responsibilities.** Owner shall furnish Contractor with all available necessary information, data, and materials pertinent to the execution of this Contract. Owner shall cooperate with Contractor in carrying out the work herein and shall provide adequate staff for liaison with Contractor.
- 29) **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 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

**STANDARD CONDITIONS TO CONTRACTS FOR GOODS, SERVICES, PERSONAL SERVICES OR PUBLIC IMPROVEMENT CONTRACTS FOR LESS THAN \$50,000**

- 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.
- 30) 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.
- 31) Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts. Electronic signatures using an electronic verification system approved by the Owner shall be considered as valid signatures.
- 32) Entire Agreement.** This Contract signed by both parties is the parties' final and entire Agreement and supersedes all prior contemporaneous oral or written communications between the Parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.



## CITY OF OREGON CITY

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

### Staff Report

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**To:** City Commission **Agenda Date:** July 1, 2026  
**From:** Kelly Hart, Community Development Director

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#### **SUBJECT:**

Item 9.c. - Approve City Sponsored Public Event Grant Applications from Oregon City Porchfest and the Festival of the Arts

#### **STAFF RECOMMENDATION:**

Review and approve the City Sponsored Public Event grant applications for Oregon City Porchfest and the Three Rivers Artist Guild Festival of the Arts

#### **EXECUTIVE SUMMARY:**

The City Sponsored Public Event program supports the growth of Oregon City's tourism industry and enhances Oregon City's community identity. Successful applicants to the City-sponsored Public Event program receive up to \$12,000 to support their event. The program requires that the event attracts a minimum of 1,000 to 3,000 visitors from across the region.

Oregon City Porchfest will take place on Friday, August 7<sup>th</sup> and Saturday, August 8<sup>th</sup>. Venues for Porchfest include the Pioneer Community Center and homes and businesses in the McLoughlin neighborhood.

The Festival of the Arts will take place on Saturday, August 8<sup>th</sup> and Sunday, August 9<sup>th</sup> at the End of the Oregon Trail Interpretive Center.

#### **BACKGROUND:**

The City Sponsored Public Event program continues to play an important role in attracting visitors to Oregon City while simultaneously supporting community events that have become a traditional part of the community's summer calendar.

The City-sponsored public event program is designed to help defray the cost of putting on an event, not cover all associated costs. Event organizers are required to present accurate historical financial reporting and to provide a statement of the event revenues and expenses. In addition, event organizers need to create an environment that encourages attendees to support local businesses. Event organizers must also ensure that the Oregon City tourism logo and brand slogan are highlighted in event advertising.

#### **OPTIONS:**

1. Approve the City Sponsored Public Event Grant applications from Oregon City Porchfest and the Festival of the Arts

- 2. Approve the City Sponsored Public Event Grant applications from Oregon City Porchfest and the Festival of the Arts with Amendments.
- 3. Deny the City Sponsored Public Event Grant applications from Oregon City Porchfest and the Festival of the Arts and provide further direction.

**BUDGET IMPACT:**

Amount	\$ 24,000
Fiscal Year(s):	2025-2027
Funding Source(s):	Tourism
Included in Approved Budget:	Yes



# City-Sponsored Public Event Program Staff Review 2026

## Event Information

Event Name	<u>Oregon City Porchfest 2026</u>
Applicant	
Organization	<u>Oregon City Porchfest</u> Organizer <u>Mandy Dexter</u>
Address	<u>1102 Jefferson St, Oregon City, OR 97045</u>

## Event Information

Event Date(s)	<u>August 7-8, 2026</u>
Event Location	<u>Various – Pioneer Community Center, homes and businesses throughout the McLoughlin neighborhood.</u>
Funding Request	<u>\$12,000</u>

## Application Review

### PROGRAM DESCRIPTION

Oregon City Porchfest is a two-day event that features musical performances and other performance art (such as stand-up comedy) across more than 50 small stages and one main stage located at the Pioneer Community Center. Most of the small venues are indeed porches, or side yards or driveways, located in the McLoughlin neighborhood.

### STAFF REVIEW AND COMMENTS

#### Budget Information

The budget submitted with the grant application indicates anticipated expenses of \$19,950. The primary costs include performer stipends (\$3500), marketing (\$2,200), security (\$1,700), the rental of sound equipment (\$1,600) and the rental of the main stage (\$1,200). Income will be generated through event sponsorships and the sale of event merchandise. The cost of the event in 2025 was approximately \$13,257.

Other Program Criteria:

- A. Nonprofits are allowed to charge a gate fee: Oregon City Porchfest is free and open to the public.
- B. Insurance Information: In 2025, Oregon City Porchfest obtained commercial general liability insurance from Hiscox Inc. Event insurance liability in the amount of \$2,000,000 per incident is required. A certificate of insurance naming the City of Oregon City as an additional insured is required before City funds are released.
- C. The event must be well organized to ensure program resiliency and financial stability on a continual basis.

As noted above, expenses for 2026 are anticipated to be greater than the previous year, in part due to increased rental and insurance costs. Porchfest organizers expect to meet these expenses through increased sponsorships. Oregon City Subaru is the Main Stage sponsor. Additional sponsors include Window Nation, the Arch Bridge Taphouse, Quantum Fiber, Mt Hood Territory and Faulkner Skate, among others.

- D. A methodology that helps to substantiate estimated visitor attendance levels and origin:

Each venue host will be asked to estimate the number of people in attendance at their location at least once during each performance time slot. In addition, 2026 Porchfest will feature a mobile app with venue and performance information. Event organizers can determine how many people have downloaded the app as one way to gauge attendance.

- E. Applicants must involve multiple vendors as partners of the event so as to “spread the financial benefit” beyond just the primary organizers:

As of the date of the CSPE application, 19 vendors had signed up to attend the event.

- F. The event must be designed to increase tourists’ attendance and encourage tourists to spend money with existing local businesses:

Information about local businesses will be included on the mobile app and on the printed event map and program schedule. Porchfest organizers have reached out to local businesses and encouraged them to advertise special promotions during Porchfest.

- G. The event must support the tourism brand (Oregon’s Hometown, Welcome Home!):

The Travel Oregon City logo is featured on the event website and in other event promotions. The Porchfest application states that Porchfest “embodies the branding “Oregon’s Hometown, Welcome Home!” within their mission statement: Oregon City Porchfest is a grassroots celebration of music, community, and creativity. Our mission is to bring people together through free, family-friendly performances hosted on porches,

driveways, and front yards across the city. By transforming everyday spaces into vibrant stages, we aim to strengthen connections, support artists, and create joyful experiences that reflect the heart and soul of Oregon City.

**RECOMMENDATION: Approve the application for 2026 Oregon City Porchfest.**

**Print**

**City-Sponsored Public Event Grant Application - Submission #3465**

**Date Submitted: 5/7/2026**

## City-Sponsored Public Event Grant Application

Before filling out the application, please read the program guidelines for City-sponsored Public Events. You may find the Guidelines [here](#).

All applications must be submitted to the Economic Development Department of Oregon City for initial review. Once approved at the staff level, applications will be forwarded to the Oregon City Commission for final disposition.

Incomplete applications will not be reviewed, nor will they move further along the process. All applications must be signed by the responsible party(ies) in charge of organizing and/or underwriting the event.

Please contact the Economic Development Dept. if you have any questions at 503-974-5517.

**Name of event organizer\***

Mandy Dexter

**Email Address\***

Oregoncityporchfest@gmail.com

**Address\***

1102 Jefferson St.

**City\***

Oregon City

**State\***

OR

**Zip Code\***

97045-1673

**Phone Number\***

5039547122

**Organization Name\***

Oregon City Porchfest

**Is your organization for profit or a nonprofit? \***

- For Profit
- Nonprofit

**What is the name of the event?\***

Oregon City Porchfest

**Please describe the proposed event. When would it be scheduled?\***

Oregon City Porchfest requests city event grant funding to assist with the expenses of the main stage located at the Pioneer Center, as well as advertising and marketing of the event.

The Pioneer Center mainstage is the epicenter of the Oregon City Porchfest event which consists of 100 mini concerts taking place over August 7th and 8th. Oregon City Porchfest is a free festival of performances on porches, yards, driveways, public and historic locations throughout Oregon City's McLoughlin neighborhood, centered around a mainstage at the Pioneer Community Center. This event attracts Oregon City residents as well as visitors from throughout the Portland Metro area and beyond. Data collected at the 2025 event indicate that approximately 3,000 people attended the event with over 20% attending from outside Oregon City.

**Sponsor Organization Address\***

1102 Jefferson St.

City	State	Zip Code
Oregon City	OR	97045-1673

**What is your organization's Tax Payer ID number? (If you are for profit, please upload a signed W-9 form in the next space)\***

99-1816641

**Upload a signed W-9 form**

Choose File No file chosen

**Nonprofit: What is your Federal Tax Exemption Number?**

99-1816641

**Oregon State Registry Number**

223930397

**Oregon City Business License Number\***

009546

**Has this event occurred before?\***

Yes  
 No

**For profit: Do you plan on charging an admission fee?**

Yes  
 No

**Past event: Please upload a revenue and expense report from the last event.**

Community Event Grant Spending (1).pdf

**Upcoming event: Please provide your projected revenue and expenses. \***

Porchfest Mainstage Budget 2026 (2).pdf  
You may also email this information to [James Graham](#).

**Upload the commercial liability rider naming City of Oregon City as an additional insured.**

GL\_ACORD\_CityofOregonCity\_08\_04\_2025.PDF  
If you do not have the rider, please skip to the next question.

If you do not have a commercial liability waiver naming City of Oregon City as additional insured, please enter the name of the provider you intend to use and their contact information. The rider must be purchased for this request to be approved.

[Empty text box]

At the time of this application, how many vendors have signed up to attend the event?\*

19

Do you anticipate holding this event again next year?\*

- Yes
- No

Please describe the methodology you will use to determine the number of attendees?\*

This year we will be using a mobile app which provides an interactive map. This will record attendees zip code and email addresses when they create their account.

How will the event be organized to ensure visitors will likely spend money with local businesses in addition to the vendors?\*

Local businesses are encouraged to host performers at their location. In addition, local businesses are listed on the map/schedule of performances to encourage visitors to patronize. Local businesses are encouraged to advertise specials and other promotions during the event.

How will the event be organized to support the branding "Oregon's Hometown, Welcome Home"?\*

Oregon City Porchfest embodies the branding "Oregon's Hometown, Welcome Home" within it's mission statement. Oregon City Porchfest is a grassroots celebration of music, community, and creativity. Our mission is to bring people together through free, family-friendly performances hosted on porches, driveways, and front yards across the city. By transforming everyday spaces into vibrant stages, we aim to strengthen connections, support artists, and create joyful experiences that reflect the heart and soul of Oregon City. We strive to create a community focused atmosphere where Oregon City residents and visitors alike feel connected to the special place that we call Oregon's Hometown.

How do you plan on promoting the event. Please be specific. What media outlets will be used, what is the outreach schedule?

Billboard, print, social media, signage in yards and local businesses, press releases, radio, mailers. In 2025 we appeared on 3 local TV news programs and 2 radio programs and hope to expand our reach in 2026. In 2026, we are already scheduled to appear in a special KOIN program showcasing Oregon City.

Promotion/Marketing

Total Actual Eligible Costs

2200

Grant Request (60% of Cost)

1320

Fees (rentals, permits etc.)

Total Actual Eligible Costs

8100

Grant Request (60% of Cost)

4820

Equipment

Total Actual Eligible Costs

3150

**Grant Request (60% of Cost)**

1890

**Supplies**

**Total Actual Eligible Costs**

**Grant Request (60% of Cost)**

4800

2880

**Security**

**Total Actual Eligible Costs**

**Grant Request (60% of Cost)**

1700

1020

**Total**

**Total Actual Eligible Costs**

**Grant Request (60% of Cost)**

19950

11930

**Electronic Signature Agreement**

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I agree.

I (We) certify that the information on this application is true and correct and I (We) understand that any misrepresentation of the facts will nullify the grant request and cause the application to be denied. if grant funds have been disbursed under false pretenses or misinformation, the organizers of the public event will be required to return all grant funds under this program to the City of Oregon City within 10 days or risk legal action.

**Electronic Signature**

Amanda Dexter



# City-Sponsored Public Event Program Staff Review 2026

## Event Information

Event Name	Festival of the Arts 2026		
Applicant	Three Rivers Artist		
Organization	Guild	Organizer	Kristen Iseri
Address	PO Box 2648, Oregon City, OR 97045		

## Event Information

Event Date(s)	August 8-9, 2026
Event Location	End of the Oregon Trail, 1726 Washington Street
Funding Request	\$12,000

## Application Review

### PROGRAM DESCRIPTION

The Festival of the Arts is a two-day event that features 50 independent artist vendors, live music, children's activities and food vendors. The event is organized by the Three Rivers Artist Guild (TRAG). The Festival is free. TRAG anticipates that 3,000 to 3200 visitors will attend over the two days (weather permitting).

### STAFF REVIEW AND COMMENTS

#### Budget Information

The City Sponsored Public Event (CSPE) application requires an event budget with projected income and expenditures. TRAG anticipates expenses of \$29,280 to produce the Festival. These costs include television advertising (\$2500), a billboard (\$1700), live music (\$5800), Park rental fees (\$2100) and security (\$1500). Income will be earned through event sponsorships, booth fees, and an on-site silent auction, in addition to the CSPE grant. Total projected income, including the City grant, is \$29,472.

#### Other Program Criteria:

- A. Nonprofits are allowed to charge a gate fee: The Festival of the Arts is free and open to the public.
- B. Insurance Information: In their application, TRAG indicates that they will work with the same insurance provider as they did in 2025, Event Helper Insurance Services. Proof of event insurance is required before City funds are released. Event insurance liability in the amount of \$2,000,000 is required.
- C. The event must be well organized to ensure program resiliency and financial stability on a continual basis.

As TRAG grows the event, they receive more artist applications. All of the art is reviewed by a jury that selects who will be a part of the show, with the goal of representing many price points and a variety of art. The number of sponsors has also increased in 2026.

- D. A methodology that helps to substantiate estimated visitor attendance levels and origin:

The Three Rivers Artist Guild (TRAG) relies on volunteers stationed at the entrance to count the number of attendees using a hand-held clicker. The volunteers welcome event attendees at the same time.

- E. Applicants must involve multiple vendors as partners of the event so as to “spread the financial benefit” beyond just the primary organizers:

TRAG has signed up more than 50 vendors to sell art and art-related merchandise at the event as well as food vendors and live musical performers.

- F. The event must be designed to increase tourists’ attendance and encourage tourists to spend money with existing local businesses:

Some of the food vendors and art vendors are local businesses. TRAG partners with the Downtown Oregon City Association and Soulflags. The Festival program includes information about both of these organizations and has a positive message about shopping local.

- G. The event must support the tourism brand (Oregon’s Hometown, Welcome Home!):

The Oregon City tourism logo is featured on the event website (<https://threeriversartistguild.com/events/oregon-city-festival-of-the-arts>) and on print materials.

**RECOMMENDATION: Approve the application for the 2026 Festival of the Arts.**

**Print**

**City-Sponsored Public Event Grant Application - Submission #3335**

**Date Submitted: 4/11/2026**

## City-Sponsored Public Event Grant Application

Before filling out the application, please read the program guidelines for City-sponsored Public Events. You may find the Guidelines [here](#).

All applications must be submitted to the Economic Development Department of Oregon City for initial review. Once approved at the staff level, applications will be forwarded to the Oregon City Commission for final disposition.

Incomplete applications will not be reviewed, nor will they move further along the process. All applications must be signed by the responsible party(ies) in charge of organizing and/or underwriting the event.

Please contact the Economic Development Dept. if you have any questions at 503-974-5517.

**Name of event organizer\***

Kristen Iseri

**Email Address\***

ocfota@threeriversartistguild.com

**Address\***

711 11th Street

**City\***

Oregon City

**State\***

OR

**Zip Code\***

97045

**Phone Number\***

5037798476

**Organization Name\***

Three Rivers Artist Guild

**Is your organization for profit or a nonprofit? \***

- For Profit
- Nonprofit

**What is the name of the event?\***

Oregon City Festival of the Arts

**Please describe the proposed event. When would it be scheduled?\***

Oregon City Festival of the Arts features juried artists, live musical performances, a variety of food vendors, and engaging art activities for children. The festival draws approximately 3,000 attendees over the weekend, including local residents, business leaders, and visitors from across the Metro area. Scheduled August 8-9, 2026

**Sponsor Organization Address\***

PO Box 2648

City	State	Zip Code
Oregon City	OR	97045

**What is your organization's Tax Payer ID number? (If you are for profit, please upload a signed W-9 form in the next space)\***

20-8808898

**Upload a signed W-9 form**

Choose File No file chosen

**Nonprofit: What is your Federal Tax Exemption Number?**

**Oregon State Registry Number**

428018-94

**Oregon City Business License Number\***

008029

**Has this event occurred before?\***

Yes  
 No

**For profit: Do you plan on charging an admission fee?**

Yes  
 No

**Past event: Please upload a revenue and expense report from the last event.**

2024-25 Budget.pdf

**Upcoming event: Please provide your projected revenue and expenses. \***

2026 Budget (grant) (1).pdf

You may also email this information to [James Graham](mailto:James.Graham@orcicity.org).

**Upload the commercial liability rider naming City of Oregon City as an additional insured.**

Choose File No file chosen

If you do not have the rider, please skip to the next question.

**If you do not have a commercial liability waiver naming City of Oregon City as additional insured, please enter the name of the provider you intend to use and their contact information. The rider must be purchased for this request to be approved.**

same as last year: Event Helper Insurance Services, 530-477-6521, info@theeventhelper.com

**At the time of this application, how many vendors have signed up to attend the event?\***

96 applications + 4 food vendors

**Do you anticipate holding this event again next year?\***

- Yes
- No

**Please describe the methodology you will use to determine the number of attendees?\***

hand held clicker at the entrance from the main parking lot. Greeters with festival programs to pass out and will count guests.

**How will the event be organized to ensure visitors will likely spend money with local businesses in addition to the vendors?\***

Working with chamber members to get involved for mutual promotion and support. Also work with DOCA for ideas.

**How will the event be organized to support the branding "Oregon's Hometown, Welcome Home"?\***

The festival brings guests to the End of the Trail Center & park to begin their journey discovering what Oregon City has to offer. Promotional information from city & chamber will be available. Also asking business and orgs to participate and/or leave information about their group.

**How do you plan on promoting the event. Please be specific. What media outlets will be used, what is the outreach schedule?**

Facebook and Instagram paid advertising campaigns have been ongoing and will continue with increased frequency as spend as we get closer to the event. Billboard and postcard mailers will happen about 4 weeks prior. Cross street banner for one cycle. Morning news segment appearance typically happens the week prior (last year we were able to do two different with 3 appearances - AMNW & Everyday NW). Posters in businesses will start in June.

**Promotion/Marketing**

**Total Actual Eligible Costs**

8930

**Grant Request (60% of Cost)**

4770

**Fees (rentals, permits etc.)**

**Total Actual Eligible Costs**

7400

**Grant Request (60% of Cost)**

4440

**Equipment**

**Total Actual Eligible Costs**

500

**Grant Request (60% of Cost)**

300

**Supplies**

**Total Actual Eligible Costs**

2650

**Grant Request (60% of Cost)**

1590

**Security**

**Total Actual Eligible Costs**

**Grant Request (60% of Cost)**

1500

900

**Total**

**Total Actual Eligible Costs**

**Grant Request (60% of Cost)**

20980

12000

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**Electronic Signature**

Kristen Iseri