



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING AGENDA

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, August 19, 2026 at 7:00 PM

Ways to participate in this public meeting:

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

REGULAR MEETING OF THE CITY COMMISSION

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

Please see the public comment guidelines below.

- 5. PRESENTATIONS**

- I-205 Abernethy Bridge Update - ODOT

- 6. ADOPTION OF THE AGENDA**

- 7. CONSENT AGENDA**

- OLCC: Liquor License Application–Retail On-Premises Sales & Consumption, Limited On-Premises Sales; Seventh and Monroe, LLC (dba Pepper Lunch Restaurants), 920 7th St., Oregon City
- Resolution No. 26-19, A Resolution Adopting the American with Disabilities Act Transition Plan for the Public Right-of-Way
- Amendment No. 2 for Personal Services Agreement with Precision Locating, Inc for Utility Locate Services (PS 23-013)
- Public Improvement Contract with Tapani, Inc. for the Henrici Water Pump Station and Transmission Improvements WIFIA 3-2 Project (CI 24-004)
- Library Basement Renovation Contract
- Purchase of Two Building Division Replacement Vehicles
- Minutes of the January 07, 2026 Regular City Commission Meeting
- Minutes of the June 10, 2025 City Commission Work Session

- 8. PUBLIC HEARINGS**

- 9. GENERAL BUSINESS**

- Adaptive Reuse Building Rehabilitation Program Application for 706-708 Main Street
- Flavored Nicotine Ban Advocacy Letter
- First and Second Reading of Ordinance 26-1012 Adoption of Chapter 10.26 — Powered and

Electric Rideable Devices and Declaring an Emergency

- d. Second Reading of Ordinance 26-1011, Adoption Of A New Flag

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

- a. 2026-2027 Youth Advisory Commission Appointments

11. ADJOURNMENT

ORDINANCE NOTICE

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

PUBLIC COMMENT GUIDELINES

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

ADA NOTICE

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

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

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



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 19, 2026
From: Shaun Davis, Police Chief

SUBJECT:

Item 7.a. - OLCC: Liquor License Application–Retail On-Premises Sales & Consumption, Limited On-Premises Sales; Seventh and Monroe, LLC (dba Pepper Lunch Restaurants), 920 7th St., Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for Seventh and Monroe, LLC (dba Pepper Lunch Restaurants), 920 7th St., Oregon City

EXECUTIVE SUMMARY:

The attached application is for OLCC Retail On-Premises Sales & Consumption, Limited On-Premises Sales for Seventh and Monroe, LLC (dba Pepper Lunch Restaurants). This is a new license application.

BACKGROUND:

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

The Oregon City Police Department ran a background check on Peter and Benthana Ng and they are eligible to hold a liquor license. This is a new license application for Retail On-Premises Sales & Consumption, Limited On-Premises Sales for Seventh and Monroe, LLC. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve OLCC: Liquor License Application–Retail On-Premises Sales & Consumption, Limited On-Premises Sales; Seventh and Monroe, LLC (dba Pepper Lunch Restaurants), 920 7th St., Oregon City.
2. Approve OLCC: Liquor License Application–Retail On-Premises Sales & Consumption, Limited On-Premises Sales; Seventh and Monroe, LLC (dba Pepper Lunch Restaurants), 920 7th St., Oregon City with Amendments.
3. Deny OLCC: Liquor License Application–Retail On-Premises Sales & Consumption, Limited On-Premises Sales; Seventh and Monroe, LLC (dba Pepper Lunch Restaurants), 920 7th St., Oregon City and provide further direction.

BUDGET IMPACT:

Amount \$

Fiscal Year(s):

Funding Source(s):

Included in Approved Budget: Yes/No



Local Government Recommendation – Liquor License

Per OAR 845-005-0304(3): The Commission requires an applicant for issuance of a new license issued under ORS chapter 471, to provide written notice of the application to the local government in the form of a complete, accurate, and legible Commission form.

The local government is as follows:

- (a) If the address of the premises proposed to be licensed is within a city's limits, the local government is the city.
- (b) If the address of the premises proposed to be licensed is not within a city's limits, the local government is the county.

INSTRUCTIONS:

Step 1: Applicant completes all of Section 1 (including top of Page 2).

Step 2: Applicant submits both pages of the form to the appropriate local government. NOTE: The local government may require additional forms and/or fees.

Step 3: Local government completes at least Section 2 and returns all pages of the form, or a copy thereof, to the applicant. The local government is allowed up to 45 days to complete Section 3.

Step 4: Applicant takes the form with at least Sections 1 and 2 completed and includes it with their CAMP application to meet the Local Government Recommendation document requirement. Submissions that do not have at least Sections 1 and 2 completed will not be accepted.

Step 5: The local government issues its final recommendation in Section 3 and returns the completed form to the applicant. If the applicant has already submitted their initial application via CAMP, they hold on to the final recommendation and provide it to their investigator, when requested. If they have not already submitted their application, they upload the fully completed Local Government Recommendation form with their initial application submission.

Applicants within the city of Portland ONLY: After completing the attached form, please follow these steps to complete the Local Government Recommendation process:

- Apply via the [City of Portland website](#).
- Once you have completed the application with the City of Portland, you will receive an email notifying you that your application has been accepted, usually within two business days. The email will contain an attachment titled "ABC Public Notice."
- Upload the ABC Public Notice document with your CAMP application to meet the Local Government Recommendation document requirement.

NOTE: This document only provides proof of submission. Once you receive your final recommendation from the City of Portland, you will need to provide that to your assigned OLCC investigator.

**Local Government Recommendation – Liquor License****Annual Liquor License Types**

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

Section 1 – Submission – To be completed by Applicant:**License Information**

Legal Entity/Individual Applicant Name(s): Seventh & Monroe, LLC

Proposed Trade Name: Pepper Lunch Restaurants

Premises Address: 920 7th Street

Unit:

City: Oregon City

County: Clackamas

Zip: 97045

Application Type: ☒ New License Application ☐ Change of Ownership ☐ Change of LocationLicense Type: Limited On-Premises Sales ☐ Additional Location for an Existing License**Application Contact Information**

Contact Name: Peter Ng

Phone: 503-969-9905

Mailing Address: [REDACTED]

City: Oregon City

State: OR

Zip: 97045

Email Address: ng@iinet.com

Business Details

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

☐ Manufacturing/Production☐ Retail Off-Premises Sales☒ Retail On-Premises Sales & Consumption

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

☒ Indoor Consumption☐ Outdoor Consumption☒ Proposing to Allow Minors**Section 1 continued on next page**



Local Government Recommendation – Liquor License

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

Legal Entity/Individual Applicant Name(s): Seventh & Monroe, LLC

Proposed Trade Name: Pepper Lunch Restaurants

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

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

Local Government Recommendation Proof of Acceptance

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

City or County Name: City of Oregon City

Optional Date Received Stamp

Date Application Received: 8/10/26

Received by: Kelly Dilbeck

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

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

Name of Reviewing Official:

Title:

Date:

Signature:

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



Application Copy

File Number: 519522

LICENSE TYPE Limited On-Premises Sales	APPLICATION DATE RECEIVED 2026-08-12
ENDORSEMENT(S) None selected	
LICENSEE LEGAL NAME(S) SEVENTH & MONROE, LLC	
LICENSEE TYPE Limited Liability Company	SOS BUSINESS REGISTRY NUMBER 2338793-94
BIN	FEIN 33-3909876
INCORPORATION DATE 2024-12-09	
CORRESPONDENCE ADDRESS c/o WAYFINDER LLC 5200 Meadows Rd, Ste 200 Lake Oswego, OR 97035	
MAILING ADDRESS [REDACTED] Oregon City, OR 97045	
PHYSICAL ADDRESS 920 7th St Oregon City, OR 97045	
CONTACT NAME Peter Ng	CONTACT PHONE (503) 969-9905

ALTERNATE PHONE

FAX

EMAIL

ng@iinet.com

BUSINESS STRUCTURE

TYPE	NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Limited Liability Company	NG PL LLC	Owner	None	100
Individual	Peter Ng	Manager		
Individual	Benthana Ng	Manager		
Trust	Benthana Ng Revocable Trust, u/a/dated June 10, 2013			50
Trust	Peter T. Ng Revocable Trust, u/a/dated June 10, 2013			50

ADDITIONAL INFORMATION

MANAGED BY AGENT

Yes

PREMISES TYPE

Restaurant

TRADE NAME

Seventh & Monroe, LLC

OPERATOR

Peter Ng

COUNTY

Clackamas

PHYSICAL ADDRESS

920 7th St
Oregon City, OR 97045

MAILING ADDRESS

920 7th St
Oregon City, OR 97045

CONTACT NAME

Peter Ng

CONTACT PHONE

(503) 969-9905

ALTERNATE PHONE

FAX

EMAIL

ng@iinet.com

RELATED LICENSE(S)

None selected

QUESTIONS

Limited On-Premises Sales

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

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

No

2. Does this premises have a current liquor license?

No

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

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

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

No

4. Are you allowing minors on the premises?

*Minor means a person under the age of 21.

Yes

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

No

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

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

Peter Ng

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

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

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

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

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

Yes

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

No

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

No

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

No

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

Yes

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

No

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

Yes

14. Will you provide food service?

Yes

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

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

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

Yes

16. Does the premises include any common areas?

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

No

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

Yes

(document uploaded)

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

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

No

19. Per ORS 471.313: the applicant/licensee(s) for an license that allows for on-premises consumption is required to either:
- 1) Hold a valid service permit or temporary service permit issued under ORS 471.375; or
 - 2) Designate an individual who both:
 - A) Holds a valid service permit or temporary service permit; and
 - B) Exercises, or is entitled to exercise, control or responsibility over setting, implementing and changing the applicant's practices for selling and serving alcoholic beverages at the premises.

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

Peter Ng

[REDACTED]

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

Yes

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

No

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

Yes

2026-10-16

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

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

Are you aware of the Responsible Vendor Program?

Yes

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Add/Remove Authorized Representative	1._OLCC_Authorized_Representative.pdf	
Business Information Form	2._OLCC_Business_Information_Form.pdf	
Entity Structure Form	3._OLCC_Entity_Structure.pdf	
Floor Plan - Liquor	4._OLCC_Floor_Plan.pdf	
Liquor Liability Insurance Certificate	5._Pepper_Lunch_LLI_Cert_03_24_26.pdf	
Local Government Recommendation (LGR)	6. OLCC Local Government Recommendation.pdf	
Menu	7._Menu_-_Pepper_Lunch.pdf	

APPLICANT

Elliott Dale

DECLARATION

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

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

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

Data Use Agreement

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



OREGON LIQUOR & CANNABIS COMMISSION

Add/Remove Authorized Representative

What is this form?

An applicant or licensee may give a representative authorization to interact with the OLCC on behalf of the licensee or applicant. The applicant or licensee may use this form to document that authorization.

Section 1 – Applicant/Licensee Information

Applicant/Licensee Name:	Seventh & Monroe, LLC		
Trade Name:	Pepper Lunch Restaurants		
Premise Address:	920 7th Street, Oregon City, OR 97045		
License Type:	Limited On-Premises Sales License	License #:	

Section 2 – Authorization Representative Information

PLEASE ADD:

(Please use additional forms for additional representatives)

Business Name: (if applicable)	Elliott P. Dale, PC Corporation		
Representative Name(s):	Elliott Dale		
Mailing Address:	5200 Meadows Rd, Ste 200, Lake Oswego, OR 97035		
Phone Number:	503-726-5940	Email:	office@elliottdale.com

PLEASE REMOVE:

Representative Name:	
----------------------	--

Section 3 – Authorization

I give permission for the above-named representative to:

- Make changes regarding this license/application on my behalf.
- Sign application forms and documents regarding this license/application on my behalf.
- Receive information about the status of the license/application, including information about pending compliance actions or communications between OLCC and the licensee/applicant.

This authorization will remain in effect until I rescind my permission in writing and provide a copy to the Commission.

DocuSigned by:
Signature: Peter Ng Date: May 4, 2026
3F8FB23D9A7041F...

Name: Peter Ng Title: Manager, Seventh & Monroe, LLC

This form **must** be signed by someone who is a licensee or an applicant for the license.

PLEASE USE ONE FORM PER INDIVIDUAL REPRESENTATIVE



OREGON LIQUOR & CANNABIS COMMISSION

BUSINESS INFORMATION – LIQUOR LICENSE

Applicant Name	Seventh & Monroe, LLC
Trade Name	Pepper Lunch Restaurants
Premises Street Address	920 7th St, Oregon City, OR 97045
License Type	Limited On-Premises Sales License

Business Contact	Peter Ng
Mailing Address	c/o Wayfinder LLC, 5200 Meadows Rd, Ste 200, Lake Oswego, OR 97035
Phone Number	(503) 969-9905
Email Address	ng@iinet.com

Operating Hours

Day of Week	Open Time	Closed Time	Seasonal Variation	Explanation
Monday	11:30am	9:00pm	Yes ☐	
Tuesday	11:30am	9:00pm		Closed on holidays.
Wednesday	11:30am	9:00pm		
Thursday	11:30am	9:00pm	☐	Not open to the public or by appointment only
Friday	11:30am	9:00pm		
Saturday	11:30am	9:00pm		
Sunday	11:30am	9:00pm		

Seating

Restaurant Seating: X Outdoor Seating: _____ Other Seating: _____

☐ No On-Premises Consumption

ENTERTAINMENT

Check all that apply:

- | | |
|--|---|
| ☐ Live Music | ☐ Video Lottery Machines |
| ☐ Recorded Music | ☐ Nude Dancing |
| ☐ DJ Music | ☐ Live Entertainment |
| ☐ Dancing | ☐ Minor Entertainers |
| ☐ Karaoke | ☐ Minor Entertainers in an Area Prohibited to Minors
**Need prior OLCC approval |
| ☐ Coin-operated Games | |
| ☐ Social Gaming | ☐ Other: |
| ☐ Pool Tables | |



OREGON LIQUOR & CANNABIS COMMISSION
ENTITY STRUCTURE REQUEST FORM

Application Information:

Applicant Name (Entity)	Entity Type (LLC, Corp, LP, LLP)
Seventh & Monroe, LLC	Limited Liability Company (LLC)
Business Tradename	
Pepper Lunch Restaurants	

Limited Liability Company: Please list contact information for all 20% or more members and any managers of the entity below.

Corporation: Please list contact information for all officers, directors with 3% or more voting stock and individuals or entities holding 20% or more of the issued stock below.

*If an entity has 20% or more membership, or owns 20% or more stock in an entity applicant, they must submit an additional form with their entity structure information.

Entity Structure & Contact Information:

Name of Member/Manager; or Officer/Director/Stockholder *	Title	Ownership %
NG PL LLC; 100% owner of Seventh & Monroe, LLC	Member (20% or more ownership)	100%
Mailing Address: C/O Wayfinder LLC, 5200 Meadows Rd, Ste 200	City: Lake Oswego	State: Oregon Zip: 97035
Email: ng@iinet.com	Phone: (503) 969-9905	

Name of Member/Manager; or Officer/Director/Stockholder *	Title	Ownership %
Peter Ng; Manager of NG PL LLC and Seventh & Monroe, LLC	Manager of LLC	
Mailing Address: C/O Wayfinder LLC, 5200 Meadows Rd, Ste 200	City: Lake Oswego	State: OR Zip: 97035
Email: ng@iinet.com	Phone: (503) 969-9905	

Name of Member/Manager; or Officer/Director/Stockholder *	Title	Ownership %
Benthana Ng; Manager of NG PL LLC and Seventh & Monroe, LLC	Manager of LLC	
Mailing Address: C/O Wayfinder LLC, 5200 Meadows Rd, Ste 200	City: Lake Oswego	State: OR Zip: 97035
Email: gooselder@gmail.com	Phone: (503) 969-9905	

Name of Member/Manager; or Officer/Director/Stockholder *	Title	Ownership %
Benthana Ng Revocable Trust, u/a/dated June 10, 2013; 50% owner of NG PL LLC	Member (20% or more ownership)	50
Mailing Address: C/O Wayfinder LLC, 5200 Meadows Rd, Ste 200	City: Lake Oswego	State: OR Zip: 97035
Email: gooselder@gmail.com	Phone: (503) 969-9905	

Name of Member/Manager; or Officer/Director/Stockholder *	Title	Ownership %
Peter T. Ng Revocable Trust, u/a/dated June 10, 2013; 50% owner of NG PL LLC	Member (20% or more ownership)	50
Mailing Address: C/O Wayfinder LLC, 5200 Meadows Rd, Ste 200	City: Lake Oswego	State: OR Zip: 97035
Email: ng@iinet.com	Phone: (503) 969-9905	

Name of Member/Manager; or Officer/Director/Stockholder *	Title	Ownership %
	Choose One or Type Multiple Titles	
Mailing Address:	City:	State: Zip:
Email:	Phone:	

If you need additional space for your entity structure, please attach additional documentation with the membership and contact information of the persons/entities we are requesting.



OREGON LIQUOR & CANNABIS COMMISSION FLOOR PLAN

INSTRUCTIONS

1. **Your floor plan MUST be submitted on the Floor Plan Form below**
2. Use a separate Floor Plan Form for each level or floor of the building. The floor plan(s) must show the specific areas of your premises.
3. Label areas i.e. dining area, bar, lounge, lottery, outside patio and sidewalk cafe areas.
4. Food Counters should be labeled as such, and not as a Bar. At a Food Counter, food service/consumption is the predominant activity. At a Bar, alcohol service/consumption is the predominant activity. Please label Food Counters and Bars accordingly.
5. Include all tables and chairs. (See Example below)
6. If you have an outdoor area, please show it in reference to the licensed building.
7. If you have sidewalk seating please contact your local government to see if a permit is required for use.
8. If this is a Food Cart Pod please label the floor plan where the alcohol will be served from, where food will be served, where the seating will be and any other food carts that are in the pod.

Please do not use complex architect drawings as your floor plan, unless they are clearly readable and show all the tables and chairs.

RESTAURANT EXAMPLE

OREGON LIQUOR & CANNABIS COMMISSION

FLOOR PLAN FORM

Your floor plan must be submitted on this form

My Restaurant LLC

My Restaurant

Applicant Name

Trade Name (dba)

Example:

OLCC USE ONLY - MINOR POSTING ASSIGNMENT(S)

Date: _____

Initials: _____

(rev. 02/22)

FOOD CART POD EXAMPLE

OREGON LIQUOR & CANNABIS COMMISSION

FLOOR PLAN FORM

Your floor plan must be submitted on this form

Food Carts LLC

Everyday Food Cart Pod

Applicant Name

Trade Name (dba)

Example:

OLCC USE ONLY - MINOR POSTING ASSIGNMENT(S)

Date: _____

Initials: _____

(rev. 02/22)



OREGON LIQUOR & CANNABIS COMMISSION

FLOOR PLAN FORM

Your floor plan must be submitted on this form

Seventh & Monroe, LLC

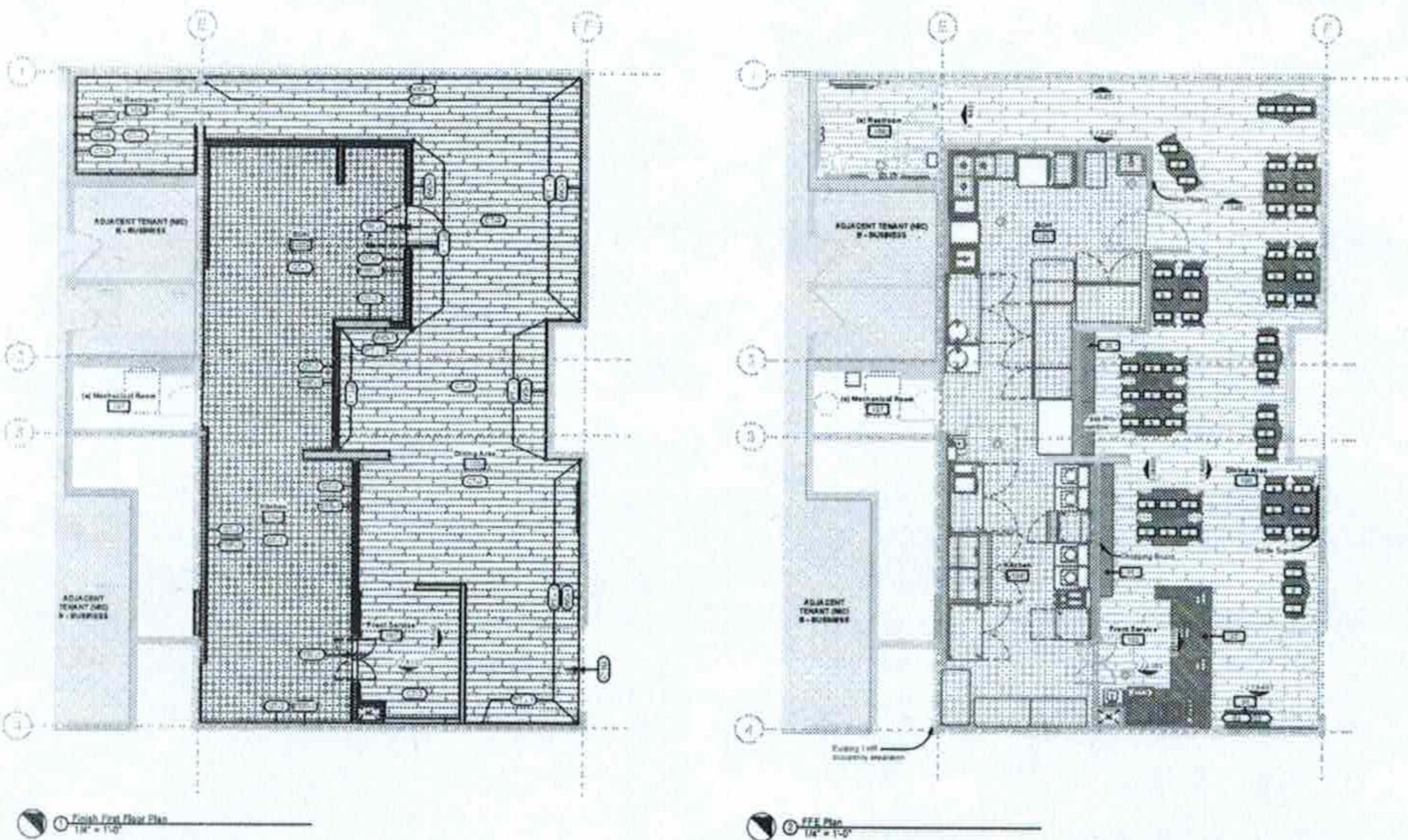
Applicant Name

Pepper Lunch Restaurants

Trade Name (dba)

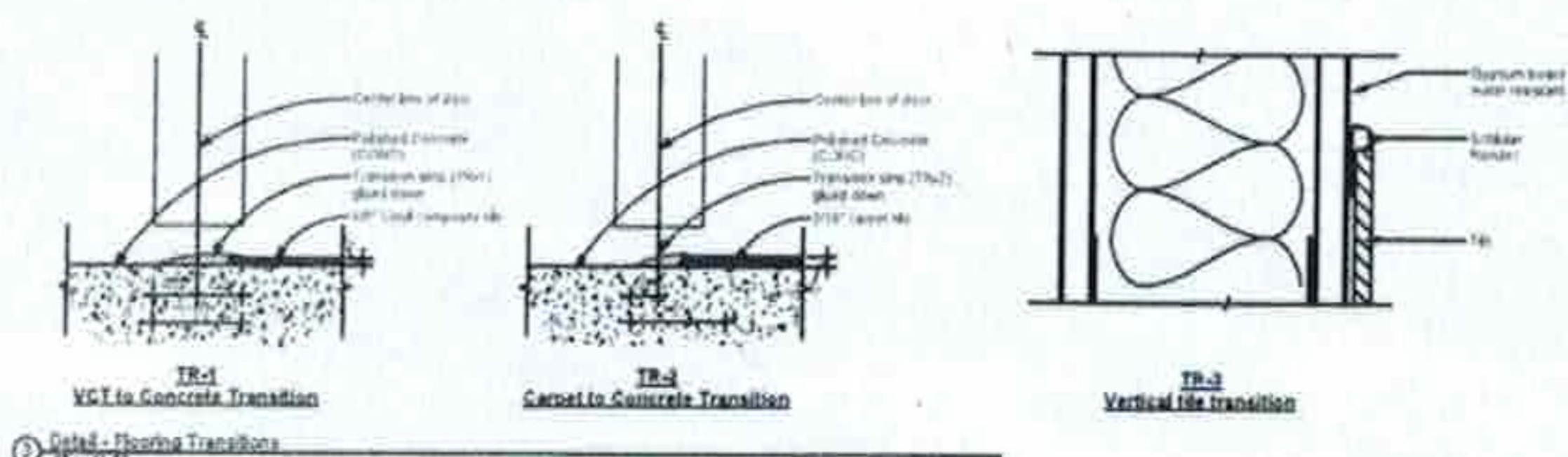
.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date: _____ Initials: _____



① Finish First Floor Plan
1/8" = 1'-0"

② FFE Plan
1/8" = 1'-0"



③ Detail - Floor Transitions
3/8" = 1'-0"

Keynotes

1	Carpet - 100% Nylon 6/6, 24 oz./sq. yd.
2	Carpet - 100% Nylon 6/6, 24 oz./sq. yd.
3	Carpet - 100% Nylon 6/6, 24 oz./sq. yd.

Grout + Graphics + Transitions

Item	Material	Notes	Quantity
TR-1	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-2	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-3	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-4	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-5	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-6	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-7	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-8	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-9	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-10	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000

Legend - FFE

WDR	WDR - 1/2" x 1/2" x 1/2"
WDR	WDR - 1/2" x 1/2" x 1/2"
WDR	WDR - 1/2" x 1/2" x 1/2"
WDR	WDR - 1/2" x 1/2" x 1/2"

Legend - Finishes

WDR	WDR - 1/2" x 1/2" x 1/2"
WDR	WDR - 1/2" x 1/2" x 1/2"
WDR	WDR - 1/2" x 1/2" x 1/2"
WDR	WDR - 1/2" x 1/2" x 1/2"

General Notes - Interiors

1. All interior finishes shall be in accordance with the specifications and standards of the International Association of Building Officials (IABO) and the International Association of Fire Marshals (IAFM).

2. All interior finishes shall be in accordance with the specifications and standards of the International Association of Building Officials (IABO) and the International Association of Fire Marshals (IAFM).

3. All interior finishes shall be in accordance with the specifications and standards of the International Association of Building Officials (IABO) and the International Association of Fire Marshals (IAFM).

4. All interior finishes shall be in accordance with the specifications and standards of the International Association of Building Officials (IABO) and the International Association of Fire Marshals (IAFM).

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6. All interior finishes shall be in accordance with the specifications and standards of the International Association of Building Officials (IABO) and the International Association of Fire Marshals (IAFM).

7. All interior finishes shall be in accordance with the specifications and standards of the International Association of Building Officials (IABO) and the International Association of Fire Marshals (IAFM).

8. All interior finishes shall be in accordance with the specifications and standards of the International Association of Building Officials (IABO) and the International Association of Fire Marshals (IAFM).

9. All interior finishes shall be in accordance with the specifications and standards of the International Association of Building Officials (IABO) and the International Association of Fire Marshals (IAFM).

10. All interior finishes shall be in accordance with the specifications and standards of the International Association of Building Officials (IABO) and the International Association of Fire Marshals (IAFM).

Pepperlunch Material Schedule

Item	Material	Notes	Quantity
TR-1	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-2	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-3	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-4	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-5	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-6	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-7	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-8	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-9	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000
TR-10	Transition	3/8" x 1/2" x 1/2" Stainless Steel	1000



Pepper Lunch LLC
1000 N. 1st Street
Portland, OR 97208
www.pepperlunch.com



Pepper Lunch - Oregon City
920 7th Street,
Oregon City, OR 97045

Location

920 7th Street,
Oregon City, OR 97045

Contract

920 7th Street,
Oregon City, OR 97045

Contract

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Oregon City, OR 97045

Contract

920 7th Street,
Oregon City, OR 97045

Floor Finish & FFE Plan

A111



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blue Lion Insurance, LLC 1256 W Chandler Blvd Suite H Chandler AZ 85224	CONTACT NAME: Damian Greene PHONE (A/C, No, Ext): (800) 665-5154 FAX (A/C, No): E-MAIL ADDRESS: Damian@bluelioninsurance.com														
INSURED Seventh & Monroe LLC dba Pepper Lunch Restaurants 920 7TH ST OREGON CITY OR 97045	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual - Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual - Ohio Casualty Insurance Company	24074	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			JKD70306316	03/11/2026	03/11/2027	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	☐ OCCUR ☐ CLAIMS-MADE							\$
	DED ☐ RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			JKD70306316	03/11/2026	03/11/2027	☐ PER STATUTE ☒ OTHER	EPL Limit \$250,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Liquor Liability			JKD70306316	03/11/2026	03/11/2027	Each Occurrence	\$1,000,000
							Aggregate	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Damian Greene NP#5763074

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PEPPER RICE

Beef Pepper Rice 🍱	\$15.99
Beef Pepper Rice JUMBO 🍱	\$19.99
Chicken Pepper Rice	\$15.99
Salmon Pepper Rice	\$15.99
Shrimp Pepper Rice	\$15.99
Tofu & Veggie Pepper Rice	\$15.99
Kimchi Beef Pepper Rice 🍱	\$16.99
Kimchi Chicken Pepper Rice	\$16.99
Kimchi Tofu & Veggie Pepper Rice	\$16.99

COMBOS

Chicken & Beef Pepper Rice 🍱	\$19.99
Chicken & Salmon Pepper Rice	\$19.99
Chicken & Shrimp Pepper Rice	\$19.99
Salmon & Beef Pepper Rice 🍱	\$19.99
Shrimp & Salmon Pepper Rice	\$19.99

PREMIUM STEAK

Angus Rib Eye Steak 8oz.	\$35.99
Angus New York Steak 8oz.	\$29.99
Angus Hamburg Steak	\$19.99
C.A.B. Angus Diced Cut Steak 🍱	\$19.99

PREMIUM COMBOS

Ribeye & Salmon	\$35.99
New York & Chicken	\$32.99
New York & Salmon	\$30.99
Chicken & Salmon	\$25.99



SIZZLING CURRY RICE

Beef Sizzling Curry 🍱	\$17.99
Chicken Karaage Sizzling Curry	\$18.99
Panko Fried Shrimp Sizzling Curry	\$19.99
Hamburg Sizzling Curry	\$17.99
Double Hamburg Curry	\$20.99
Hamburg & Beef Curry 🍱	\$20.99
Hamburg & Chicken Curry	\$20.99
Hamburg & Shrimp Curry	\$20.99
Tofu & Veggie Curry	\$16.99



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 19, 2026
From: Alexandra Troutman, Assistant City Manager
Josh Wheeler, Assistant City Engineer

SUBJECT:

Item 7.b. - Resolution No. 26-19, A Resolution Adopting the American with Disabilities Act Transition Plan for the Public Right-of-Way

STAFF RECOMMENDATION:

Approve Resolution No. 26-19, adopting the American with Disabilities Act Transition Plan for the Public Right-of-Way.

EXECUTIVE SUMMARY:

Since the passage of the Americans with Disabilities Act (ADA) in 1990, the City has systematically implemented its provisions to improve accessibility. Under the 1991 ADA regulations, all public entities, regardless of size, were required to evaluate their services, policies, and practices and to modify any that did not comply with ADA requirements. Additionally, public entities with 50 or more employees were required to develop a Transition Plan.

The Americans With Disabilities Act Transition Plan for the Public Right-of-Way (ADA Transition Plan) has been developed to ensure compliance with Title II of the Americans with Disabilities Act. This plan outlines the City's approach to identifying and addressing physical barriers with the public right-of-way and provides a framework for bringing these facilities into compliance over time. The plan was presented to the Commission on July 7, 2026 and is now being requested for adoption.

BACKGROUND:

Since the passage of the Americans with Disabilities Act (ADA) in 1990, the City has systematically implemented its provisions to improve accessibility. As federal ADA guidelines have evolved over time, the City has consistently updated its standards and procedures to remain in compliance. These updates have included changes to design elements such as style, color, size, and placement.

Under the 1991 ADA regulations, all public entities, regardless of size, were required to evaluate their services, policies, and practices and to modify any that did not comply with ADA requirements. Additionally, public entities with 50 or more employees were required to develop a Transition Plan. This plan had to identify any necessary structural changes to achieve program access and include a schedule for implementation. Public participation was also mandated, requiring entities to provide an opportunity for interested individuals to contribute to the self-evaluation and transition planning process.

The Americans With Disabilities Act Transition Plan for the Public Right-of-Way (ADA Transition Plan) has been developed to ensure compliance with Title II of the Americans with Disabilities Act. This plan outlines the City's approach to identifying and addressing physical barriers with the public right-of-way and provides a framework for bringing these facilities into compliance over time.

The ADA Transition Plan for the Public Rights-of-Way is limited to evaluating physical barriers specifically within the public right-of-way including, sidewalks, curb ramps, crosswalks, pedestrian signals, and similar features. It does not address ADA barriers that may exist within other City-owned facilities, programs or services.

On July 7, 2026, a presentation was made as part of the public input requirement to the City Commission. Staff also presented to the Citizen Involvement Committee (CIC), Transportation Advisory Committee (TAC), the Parks and Recreation Advisory Committee (PRAC), and the Youth Advisory Committee (YAC) earlier in 2026.

OPTIONS:

1. Approve Resolution No. 26-19, A Resolution Adopting the American with Disabilities Act Transition Plan for the Public Right-of-Way.
2. Approve Resolution No. 26-19, A Resolution Adopting the American with Disabilities Act Transition Plan for the Public Right-of-Way with Amendments.
3. Deny Resolution No. 26-19, A Resolution Adopting the American with Disabilities Act Transition Plan for the Public Right-of-Way and provide further direction.

BUDGET IMPACT:

Amount \$0

Fiscal Year(s): N/A

Funding Source(s): N/A

Included in Approved Budget: Yes

RESOLUTION NO. 26-19

A RESOLUTION ADOPTING THE AMERICAN WITH DISABILITIES ACT TRANSITION PLAN FOR THE PUBLIC RIGHT-OF-WAY

WHEREAS, the United States Federal Government passed the American with Disabilities Act in 1990; and

WHEREAS, the United States Department of Justice issued regulations for Titles II and III of the American with Disabilities Act in 1991; and

WHEREAS, the United States Department of Justice issued revised regulations in 2010 called the ADA Standards for Accessible Design; and

WHEREAS, the American with Disabilities Act requires public entities of 50 or more employees to develop a Transition Plan; and

WHEREAS, the City of Oregon City has been following the ADA Standards for Accessible Design as required by the regulations issued in 1991; and

WHEREAS, the City of Oregon City has been following the elements of the Transition Plan requirements by assessing and updating accessible elements with the public right-of-way; and

WHEREAS, the City of Oregon City has documented 3,381 sidewalk ramps within the City limits at the time of this resolution; and

WHEREAS, the City of Oregon City desires to document the practices of the city's efforts in implementing the American with Disabilities Act by adopting a Transition Plan for the public right-of-way.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. That the Commission, by this Resolution, adopts the City of Oregon City American with Disabilities Act Transition Plan for the Public Right-of-Way, attached to this resolution as Exhibit A.

Section 2. The effective date for the City of Oregon City American with Disabilities Act Transition Plan for the Public Right-of-Way shall be the date this resolution is adopted and signed.

Section 1. That the Commission, by this Resolution, empowers the City Engineer to periodically update the Transition Plan as needed to maintain currency and provide continuing assessments, inspections, and construction data within the document.

Approved and adopted at a regular meeting of the City Commission held on the 19th day of August 2026.

DENYSE C. MCGRUFF
Mayor

Attested to this 19th day of August 2026:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

EXHIBIT A

**Americans with Disabilities Act
Transition Plan
for the Public Right-of-Way**



**Adopted *August 19, 2026*
Resolution No. 26-19**

Acknowledgements

The City of Oregon City gratefully acknowledges the contributions of the staff and community members who participated in the development of the Americans with Disabilities Act Transition Plan for the Public Right-of-Way. Their expertise, feedback, and dedication were essential in creating a plan that reflects the City's commitment to accessibility and inclusivity for all residents and visitors.

City Commission

Denyse McGriff	Mayor
Adam Marl	Commissioner
Mike Mitchell	Commissioner
Rocky Smith, Jr	Commissioner
Scott Wilson	Commissioner

Citizen Involvement Committee

<u>Canemah</u>	<u>Gaffney Lane</u>	<u>McLoughlin</u>
Linda Baysinger	Betty Mum	Amy Wilson
Rita Batchley	Duane Hanson	Tim Powell
<u>Caufield</u>	<u>Hazel Grove</u>	<u>Park Place</u>
Donna Renee Larsen	Chris Nolte	Ryan Richards
John Keis	Mark Beatty	<u>South End</u>
<u>Elyville</u>	<u>Hillendale</u>	Bill Carton
Dorothy Dahlsrud	Sara Peterson	Kathy Robertson
Joy Allen	Josh Kayer	

Transportation Advisory Committee

Bruce Fries	Tim Morgan	Ben Simmons
Cedomir Jesic	Betty Mumm	Gregory Stoll
Emma Lugo	Raymond Rendleman	

Parks & Recreation Advisory Committee

Karen Buerhig	Melissa Deyoe	Erin McClellan
Kevin Cayson	Ken Worcester	Emily Lisborg
Timothy Lainhart	Tim Wuest	

City of Oregon City Staff

Tony Konkol	City Manager
Alex Troutman	Assistant City Manager
Dayna Webb	Public Works Director
Josh Wheeler	Assistant City Engineer
Jake Ashenberner	Public Works Inspector
Chris Dunlop	GIS Coordinator

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Section 1: Introduction & Background

Section 1.1: Executive Summary

Since the passage of the Americans with Disabilities Act (ADA) in 1990, the City has systematically implemented its provisions to improve accessibility. As federal ADA guidelines have evolved over time, the City has consistently updated its standards and procedures to remain in compliance. These updates have included changes to design elements such as style, color, size, and placement. For example, detectable warnings have transitioned from grid patterns to raised truncated domes, while surface colors have ranged from uncolored concrete to dyed finishes and manufactured materials in various hues. Additionally, ramp design has shifted from diagonally oriented placements to more recent standards that require perpendicular orientations in new developments, while still adapting to existing roadway conditions where feasible.

As a City with nearly 200 years of history, much of Oregon City's infrastructure was constructed long before the adoption of the ADA. Between 1990 and 2020, significant growth further expanded the City's infrastructure, making it challenging to retrofit older areas while also keeping pace with new development. However, with the increasing use of computers in the 2000s and the implementation of GIS and other software tools, the City gained the ability to track both existing and newly constructed ADA ramps within the public right-of-way.

Beginning in 2018, with the introduction of computerized tablets and GIS applications, the City launched a comprehensive inventory of ADA ramps. This effort remains ongoing. As of the most recent data, the City estimates approximately 3,029 ADA ramps exist within its jurisdiction. Of these, 1,329 have been inspected and assigned a pass or fail rating. Among the inspected ramps, 780 are currently classified as failing.

Within the City roadways are regulated and maintained under the jurisdiction of either:

- City of Oregon City
- Clackamas County
- Oregon Department of Transportation (ODOT)

This portion of the ADA Transition Plan focuses solely on improvements within the public right-of-way regulated and maintained by the city. ADA compliance within the public right-of-way falls into the following categories:

- Newly constructed ramps associated with roads built by private development
- Replaced ramps on existing roads improved by private development
- Replaced ramps during Capital Improvement Projects (CIP) transportation projects
- Newly added ramps as part of CIP transportation projects
- Tripping hazards on existing sidewalks

- Pedestrian signals at intersection crosswalks
- Rectangular Rapid Flashing Beacons at non-intersection crosswalks
- Traffic signals
- Sidewalk Width obstructions (i.e. Light Poles, Traffic Poles, Power Poles)

Transit Stops and Shelters are the responsibility of the transit agency.

ADA Regulations in the right-of-way on County or State roads are the responsibility of Clackamas County and Oregon Department of Transportation respectively.

ADA Regulations on privately owned and maintained roads are the responsibility of the private land owner(s) or easement designee.

The City requires adjacent property owners to address tripping hazards on public sidewalks; however, this is currently enforced only through a complaint-driven process. The replacement or installation of ADA ramps is performed by the City when a CIP project occurs adjacent to a ramp location or within a crosswalk. In accordance with state law, all new sidewalks constructed by private development must include ADA-compliant corner ramps at any pedestrian crossing.

Section 1.2: History of the City

Oregon City is the oldest incorporated City west of the Rocky Mountains and was founded in 1829 and incorporated in 1844. Oregon City has a population of approximately 37,000, and the City is characterized by topography that rises sharply from the riverfront and downtown to reach 250 feet above the Willamette River. Oregon City, like many jurisdictions, faces the challenge of accommodating population and employment growth while maintaining acceptable service levels on its transportation network.

Section 1.3: The Americans with Disabilities Act

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, is a comprehensive civil rights law prohibiting discrimination on the basis of disability. It protects the rights of individuals with disabilities across various areas, including employment, access to state and local government services, public accommodations, transportation, and other public spaces.

On July 26, 1991, the U.S. Department of Justice (DOJ) issued regulations for Titles II and III of the ADA, which included the 1991 ADA Accessibility Guidelines. Title II specifically prohibits discrimination by public entities, requiring them to ensure that all programs, services, and activities are accessible to individuals with disabilities.

To reflect evolving standards, the DOJ issued revised regulations on September 15, 2010, adopting the 2010 ADA Standards for Accessible Design, which became effective on March 15, 2011. These standards are jointly issued by the Department of Justice (DOJ) and the Department of Transportation (DOT). The DOJ's ADA Standards apply to most facilities,

while public transportation facilities fall under the DOT's jurisdiction. This combined version of the ADA Standards incorporates both sets of requirements and highlights provisions unique to each agency.

The updated standards align with the minimum guidelines issued by the Architectural and Transportation Barriers Compliance Board, commonly known as the Access Board, which is responsible for developing accessibility guidelines and providing technical assistance and training. Under the ADA and the Architectural Barriers Act (ABA), the Access Board has developed guidelines for access to public rights-of-way, including sidewalks, streets, crosswalks, curb ramps, pedestrian signals, and on-street parking. These are outlined in the Public Right-of-Way Accessibility Guidelines (PROWAG).

Under the 1991 ADA regulations, all public entities regardless of size were required to evaluate their services, policies, and practices and to modify any that did not comply with ADA requirements. Additionally, public entities with 50 or more employees were required to develop a Transition Plan. This plan had to identify any necessary structural changes to achieve program access and include a schedule for implementation. Public participation was also mandated, requiring entities to provide an opportunity for interested individuals to contribute to the self-evaluation and transition planning process.

Section 1.4: ADA Transition Plan for the Public Right-of-Way

The Americans With Disabilities Act Transition Plan for the Public Right-of-Way (ADA Transition Plan) has been developed to ensure compliance with Title II of the Americans with Disabilities Act. This plan outlines the City's approach to identifying and addressing physical barriers with the public right-of-way and provides a framework for bringing these facilities into compliance over time.

The ADA Transition Plan for the Public Rights-of-Way is limited to evaluating physical barriers specifically within the public right-of-way including, sidewalks, curb ramps, crosswalks, pedestrian signals, and similar features. It does not address ADA barriers that may exist within other City-owned facilities, programs or services.

The purpose of the plan is to establish a structured process for:

- Identifying existing barriers to accessibility
- Prioritizing improvements
- Monitoring ongoing progress
- Engaging the public in identifying areas of concern

Under Title II of the ADA, public entities are required to include the following key elements in their ADA Transition Plans:

- A self-evaluation identifying existing facilities that pose barriers to accessibility

- A description of the methods and steps that will be taken to remove these barriers, along with a budget estimate and implementation schedule based on available resources
- A recommendation for a monitoring program, including an annual progress report to the City Commission and online public updates
- The designation of a responsible official to oversee barrier removal efforts and track compliance
- A process for public input, allowing individuals to request improvements or report deficiencies within the public right-of-way

The appendices of this report serve as a living inventory of identified barriers and proposed improvements. Since the City does not yet have complete data on all right-of-way facilities, these appendices will be updated regularly to reflect new information, infrastructure changes, and progress made in removing barriers.

This ADA Transition Plan is a living document, it will be reviewed and revised as barriers are removed, new infrastructure is constructed, and facilities are added to the City's inventory.

The U.S. Access Board's PROWAG will be used as the technical standard for evaluating and upgrading infrastructure in the public right-of-way. PROWAG provides detailed guidelines for accessible design of sidewalks, streets, curb ramps, crosswalks, pedestrian signals, on-street parking, and other public right-of-way features.

It is important to note that under Title II of the ADA, cities are not required to install curb ramps at every location where a sidewalk meets a curb. In some cases, traffic safety or engineering constraints may make installation impractical or unsafe. These considerations will be taken into account during the planning and implementation process.

Section 1.5: Federal Requirements & Guidelines

The Federal government established various anti-discrimination laws over the years. ADA disabilities were included in anti-discrimination laws in 1990. To implement this law, ADA transition plans were required for compliance.

[Title VI of the Civil Rights Act of 1964, \[42 U.S.C. 200d-1\]](#)

Title VI prohibits discrimination based on race, color, or national origin in programs and activities receiving federal assistance.

[Section 504 of the Rehabilitation Act of 1973 \[29 U.S.C. 794\]](#)

Section 504 prohibits discrimination against individuals with disabilities under any program or agency receiving federal financial assistance. The head of each such agency shall promulgate such regulations as may be necessary to carry out the amendments to this section made by the Rehabilitation, Comprehensive Services, and Development Disabilities Act of 1978.

[Section 109 of Title I of the Housing and Community Development Act of 1974 \[42 U.S.C. 5309\]](#)

Section 109 prohibits discrimination based on race, color, national origin, sex or religion in programs and activities receiving financial assistance from the U.S. Department of Housing and Urban Development's (HUD) Community Development and Block Grant Programs.

[Americans with Disabilities Act of 1990 \(42 U.S.C. 12101 et seq.\)](#)

The ADA prohibits discrimination against individuals with disabilities, and Title II of the ADA applies specifically to state and local governments.

[Title II of the ADA \[28 CFR Section 35.150\(d\)\]](#)

If structural changes to facilities are required to ensure accessibility compliance, Title II requires that a public entity of 50 or more employees develop a transition plan that establishes the necessary steps to complete the changes. The transition plan should contain, at a minimum, the basic components as follows:

- List of the physical barriers in the right-of-way that limit accessibility of persons with disabilities.
- Description of methods to be utilized to remove the barriers.
- Schedule for taking the necessary steps to achieve compliance. If the plan is longer than one year, identify the steps that will be taken each year over the course of the plan.
- Name of official responsible for transition plan implementation.

An opportunity for public comment on the transition plan shall be made available to interested persons, including those with disabilities or organizations representing individuals with disabilities. A copy of the transition plan shall be made available for public inspection.

[Access Board's Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way \(2011 NPRM, 36 CFR Part 1190, Docket No. ATBCB 2011-04\)](#)

The Access Board's proposed guidelines for the design, construction, and alteration of pedestrian facilities in the public right-of-way are to ensure these facilities are accessible and usable by pedestrians with disabilities. These guidelines were first published for public comment on July 26, 2011, with corrections issued on July 29, 2011, and the comment period was reopened on December 5, 2011 per requests from the National Association of Counties, the National League of Cities, and the U.S. Conference of Mayors. When the guidelines are adopted, with or without additions and modifications, they will become the accessibility standards with mandatory compliance issued by other federal agencies implementing the ADA, section 504 of the Rehabilitation Act, and the Architectural Barriers Act.

The U. S. Department of Transportation's Federal Highway Administration (FHWA) has identified the 2005 draft PROWAG as the current best practice in accessible pedestrian design under the FHWA Federal-aid (504) regulation.

Section 1.6: Oregon State Law

In Oregon, a crosswalk is defined by ORS 801.220 as the portion of a roadway at an intersection, or elsewhere, that is distinctly indicated for pedestrian use by lines or other markings. If no marked crosswalk exists, it is legally defined as an unmarked crosswalk, typically where sidewalks or shoulders would extend across the street at an intersection, or at least six feet wide if no sidewalks or shoulders exist. This means that every intersection in Oregon is considered a crosswalk, regardless of whether it's marked or not.

ORS 447 provides regulation with respect to the ADA which then must be implemented at these crosswalk locations.

The following is a simplified summary of Oregon Revised Statutes relating to ADA Accessibility within the right-of-way.

[Oregon Revised Statutes Chapter 447 – Standards and Specifications for Access by Persons with Disabilities \(sections 447.210 to 447.310\)](#)

The construction standards for curbs on either side of any city street, county road, state highway, or any connecting street, road, or highway for which curbs and sidewalks have been prescribed by the governing body of the city or county or Department of Transportation require at least two (2) curb cuts or ramps per linear block located on or near the crosswalks at intersections. Each curb cut or ramp shall be at least 48 inches wide, where possible, and a minimum of 36 inches wide where 48 inches cannot be accommodated. The slope must not exceed a ratio of 1:12. For cases where a slope of 1:12 is not possible, a slope between 1:10 and 1:12 is allowed for a maximum rise of 6 inches and a slope between 1:8 and 1:10 is permitted for a maximum rise of 3 inches. The slope must never exceed 1:8.

Section 1.7: Oregon City Municipal Code & Adopted Plans

Oregon City Municipal Code (OCMC) Chapter 12.04 Streets, Sidewalks and Public Places and Chapter 16.12 Minimum Public Improvements and Design Standards for Development include various regulations relating to the maintenance and construction of sidewalks and curb ramps.

The City has adopted a Transportation Systems Plan (TSP) which outlines improvements to be completed with the City over a period of years. This plan is updated periodically. The TSP lists Capital Improvement Projects (CIP). When these projects are implemented, the ADA is implemented as well by retrofitting, modernizing, or adding new ADA ramps where they no longer meet the standards.

The City also has adopted a Pavement Maintenance Utility Fee. This fee is used to fund the annual roadway resurfacing program. When a roadway is repaved adjacent to the ramp or through an intersection, the ADA ramps must be retrofitted, modernized, or added to comply with the ADA. These projects create 'alterations' as defined by the ADA.

Maintenance projects such as slurry sealing, pothole patching, chip seals, crack sealing, and striping do not constitute an alteration and are considered maintenance; therefore, ADA upgrades or additions are not provided with these maintenance projects.

Within the City in right-of-way under the jurisdiction of the City, adjacent property owners are the responsible party for maintenance of public sidewalks. The sidewalk is required to be maintained in 'good repair'. The City defines 'good repair' as ensuring no tripping hazard exists. A tripping hazard is defined by the ADA as a vertical change in elevation of ¼" or more. The City does not include cracking, pitting, aesthetics or other imperfections as 'good repair'. These items must include a tripping hazard to be enforced.

Additionally, the City does not require a private property owner to redo a corner ramp if there are tripping hazards. As long as the existing curb is maintained and not wholly replaced, the repair of a tripping hazard allows the corner to remain out of compliance with ADA. If the curb is wholly replaced or the property is subject to development standards, then the corner must come into compliance with ADA standards.

Lastly, the City ensures accessible routes are available on public sidewalks when requests for closures or temporary obstructions occur. The applicant is responsible for providing a traffic control plan which may include a temporary pedestrian accessible route (TPAR).

The following are various sections of Municipal Code and Adopted Plans which relate to sidewalks, paths, and ADA requirements.

[OCMC Section 12.04.030 – Maintenance and repair](#)

The owner of land abutting the street where a sidewalk has been constructed shall be responsible for maintaining said sidewalk and abutting curb, if any, in good repair.

[OCMC Section 12.04.031 – Liability for sidewalk injuries](#)

A. The owner or occupant of real property responsible for maintaining the adjacent sidewalk shall be liable to any person injured because of negligence of such owner or occupant in failing to maintain the sidewalk in good condition.

[OCMC Section 12.04.032 – Required sidewalk repair](#)

A. When the public works director determines that repair of a sidewalk is necessary, written notice shall be provided to the owner of property adjacent to the defective sidewalk.

B. The notice shall require the owner of the property adjacent to the defective sidewalk to complete the repair of the sidewalk within ninety days after the service of notice. The

notice shall also state that if the repair is not made by the owner, the city may do the work and the cost of the work shall be assessed against the property adjacent to the sidewalk.

1. All sidewalks hereafter constructed in the city on improved streets shall be constructed to city standards and widths required in the Oregon City Transportation System Plan and OCMC 16.12. Sidewalks and curbs are to be constructed according to plans and specifications approved by the city engineer.

OCMC Section 12.04.040 – Sidewalk – Enforcement

Any person whose duty it is to maintain and repair any sidewalk, as provided by this chapter, and who fails to do so shall be subject to the enforcement procedures of OCMC 1.16, 1.20, and 1.24. Failure to comply with the provisions of this chapter shall be deemed a nuisance. Violation of any provision of this chapter is subject to the code enforcement procedures of OCMC 1.16, 1.20, and 1.24.

OCMC Section 12.04.120 – Obstructions – Permit Required

B.4.d. Handicap accessible route complying with Americans with Disability Act (ADA) standards;

OCMC Section 16.12.032 – Public off-street pedestrian and bicycle accessways

E. Accessways shall comply with Americans with Disabilities Act (ADA).

Oregon City 2013 Transportation System Plan (TSP): Volume 1 – Section 3: The Vision

Goal 4. Provide an equitable, balanced and connected multimodal transportation system

Oregon City 2013 Transportation System Plan (TSP): Volume 2 – Section B: Project Goals and Objectives

Goal 1, Objective A: Ensure that the transportation system provides equitable access to underserved and vulnerable populations. Provide a transportation system that offers people choices, regardless of age, ability, income level and geographic location, and allows them to respond and adapt to changing conditions.

Modifications to the Street Standards

Modification requests must be submitted using the ADA Modification Request form (see Appendix B of Oregon City Street Standards) for the following circumstances:

- A. Requests for modifications to waive the requirement for a new ADA accessibility feature as part of private development should be submitted and acted upon before land use approval since land use conditions are typically written with little or no flexibility.
- B. Requests for modifications to requirements for a particular element should be submitted during the first plan review and shall be acted upon before permit issuance.

- C. Requests for modification to requirements may be submitted during construction if physical constraints that were not included in the design are identified. In such situations, the Engineer of Record or City Project Manager shall prepare a revised design that maintains accessibility to the greatest extent practicable, and that modification shall be acted upon before constructing the accessibility feature.
- D. Modifications should not be provided for non-compliant features after construction.

The City Engineer will review all modification requests and approve or deny the requested modification.

Section 1.8: Designated ADA Coordinator

The City of Oregon City is committed to providing equal access to its public programs, services, facilities and activities for all citizens including those with disabilities. To achieve that end, Oregon City has designated an **ADA Coordinator** to oversee compliance with **Title II of the ADA**. The ADA Coordinator ensures that all individuals can access City facilities and participate in City services and programs.

When requests for programs, services, facilities and activities are made for the public right-of-way, the ADA Coordinator contacts the Public Works Director to implement any requests. Tasks related to the implementation of this ADA Transition Plan for the Public Right of Way may be delegated to qualified staff. The public works department's responsibilities include:

- Maintaining and updating the ADA Transition Plan for the Public Right-of-Way
- Overseeing enforcement of the OCMC related to sidewalk maintenance in existing neighborhoods
- Managing the modernization of existing ADA ramps and addition of ADA-compliant ramps during transportation-related capital improvement projects
- Interpreting ADA laws and technical standards as necessary for implementation
- Coordinating with other City departments, regional partners, and contractors to ensure consistent ADA compliance
- Supporting staff training in ADA compliance and accessible design
- Receiving public input and managing complaints through the ADA grievance process for the public right-of-way

Contact information for the ADA Coordinator is found on the City ADA Webpage.

Section 2: Self-Evaluation

Section 2.1: Overview

Title II of the ADA Technical Assistance Manual states *“when choosing a method of providing program access, a public entity must give priority to the one that results in the most integrated setting appropriate to encourage interaction among all users, including individuals with disabilities.”*

In alignment with this principle, the city has undertaken an ongoing self-evaluation of its pedestrian infrastructure with the public right-of-way. There is currently 3,368 ADA ramps located within the city limits, of which 3,029 are located on roadways under the jurisdiction of the City. Over the past several years, the city has inspected 1,329 ramps. Initial inspections were conducted on a neighborhood-by-neighborhood basis, as staff resources allowed. More recently, the City has implemented a priority-based approach to guide the inspection of the remaining ramps.

In addition to assessing existing infrastructure, the City also tracks new ADA ramps installed through CIP and private development projects. These new ramps are inspected to ensure compliance with current ADA standards before the City releases final retainage or bond funds on a project.

Currently, the City has the capacity to inspect approximately 20 existing ADA ramps or corners per month. As of the initial adoption of this Transition Plan, approximately 1,700 ramps remain uninspected. At the current pace and staff capacity, full inspection of all city ramps will take an estimated 85 months, or just over 7 years.

Beyond ramps, the City also owns and maintains 38 signalized locations, including vehicle traffic signals, pedestrian signals, Rectangular Rapid Flashing Beacons (RRFBs), and intersection flashers. All pedestrian-related signals must meet ADA accessibility standards. Signal maintenance is provided under contract by Clackamas County.

An inventory of existing signals is included in Exhibit B: ADA Inspection Maps. While the inventory documents equipment type and location, it does not currently assess compliance with ADA features such as appropriate mounting height, reach range, or level landing surfaces. To meet ADA standards, pedestrian signals must be Accessible Pedestrian Signals (APS). At present, 11 of the City’s signals are APS-compliant.

As signal upgrades are implemented, either through standalone signal projects, as part of paving or CIP work, non-compliant signals will be retrofitted with appropriate APS devices, proper push-button height, and accessible landings to bring them into full ADA compliance.

Section 2.2: Prioritization Framework

Given limited funding and resources, the City cannot immediately eliminate all accessibility barriers within the public right-of-way. To ensure a systematic and equitable approach, City staff working closely with stakeholders and incorporating community feedback have developed a prioritization strategy that guides both the self-evaluation process and the implementation of improvements.

This prioritization focuses first on barriers that present the greatest challenges to accessibility, especially in areas with high pedestrian activity and public importance. The highest priority is given to locations adjacent to or serving state, county, and local government buildings, public hospitals and health clinics, public housing projects, homeless shelters, city parks, and public schools including community colleges, high schools, and elementary schools with programs specifically for children with disabilities. It also includes state and local district offices with high public traffic such as transportation hubs, Department of Motor Vehicles offices, state parks, and correctional facilities.

The next level of priority includes areas adjacent to or serving places of public accommodation, such as private medical offices, senior living facilities, major shopping centers, large housing complexes, employment centers, supermarkets, retail strip centers, smaller apartment complexes, disability service organizations, and rehabilitation centers.

Finally, lower priority is assigned to areas within single-family residential neighborhoods, industrial zones, and other locations not encompassed by the previous categories.

Use Priority 1: State and Local Government and Public Use

Priority 1 areas include high-traffic, public-facing facilities and infrastructure that are integral to the daily functioning of government, education, health, and social services. Ensuring accessibility in these locations is essential to promoting public participation, civic engagement, and equal access to core community services and resources.

- State, county, and local government buildings within the City
- Public hospitals, health clinics, medical clinics, mental health clinics, and therapy centers
- Public housing developments and homeless shelters
- City owned parks and recreational areas
- Public educational institutions, including community colleges, high schools, middle, and elementary schools, especially those offering specialized programs for children with disabilities
- High-traffic government offices such as Department of Motor Vehicles (DMV) locations, major transportation hubs, regional service centers, state parks, and correctional facilities

These facilities often represent essential services that residents cannot opt out of or delay using. Accessibility at these locations is necessary to uphold civil rights and ensure compliance with Title II of the ADA.

Use Priority 2: Essential Community Services and Commerce

Priority 2 areas include facilities and corridors that provide goods, services, and community opportunities essential to independent living, economic participation, and social inclusion. These areas are key connectors between residential neighborhoods and critical destinations such as medical care, employment centers, and retail hubs.

- Private hospitals, doctors' offices, and mental health providers
- Senior living facilities and assisted living centers
- Major shopping malls and retail strip centers
- Supermarkets and grocery stores
- Large housing complexes and small apartment communities
- Major employment centers and job access corridors
- Service sites operated by disability and social service organizations
- Physical rehabilitation centers and outpatient care facilities

Accessibility in these areas supports community inclusion, access to healthcare and housing, economic opportunity, and the ability of people with disabilities to engage in community life independently. These corridors often serve as the connective tissue between homes, workplaces, and services.

Use Priority 3: Low-Density Residential and Other Uses

Priority 3 areas are characterized by lower pedestrian activity and primarily serve local, residential, or industrial functions. Although these zones experience less traffic, ensuring long-term accessibility in these areas is vital to maintaining comprehensive network connectivity and supporting the daily lives of all residents.

- Single-family residential neighborhoods
- Industrial and warehouse areas
- Other areas not included in Priorities 1 or 2

Section 2.3: Implementation and Mapping

This prioritization framework informs not only the order of barrier removal but also the planning of future capital improvement projects, routine maintenance schedules, and the integration of accessibility into other city initiatives such as roadway reconstruction, streetscape redesigns, or zoning updates.

A comprehensive visual representation of the prioritization zones is provided in Appendix C: ADA Priority Corridors Map, which serves as a working tool for project planning and public transparency.

Section 2.4: Data Collection

The city addresses ADA compliance for public sidewalks in the right-of-way in two ways:

- Tripping hazards on sidewalks
- ADA curb ramps at intersections or pedestrian crossings

The city maintains an inventory of sidewalk locations; however, it does not proactively evaluate all sidewalks for ADA compliance related to tripping hazards. According to ADA, a tripping hazard is defined as a vertical elevation difference of ¼" or more.

The OCMC Section 12.04.030 requires, *"The owner of land abutting the street where a sidewalk has been constructed shall be responsible for maintaining said sidewalk and abutting curb, if any, in good repair."* In practice, the City responds to sidewalk hazards on a complaint-driven basis. Community members may report tripping hazards, and the Public Works Department and Code Enforcement collaborate to notify the responsible property owner of the required repairs, in accordance with City code.

ADA Curb Ramp Evaluation

City staff inspect existing curb ramps for compliance with the PROWAG. Evaluations are conducted based on a prioritized self-evaluation list and documented in the City's GIS-based ADA Dashboard.

Each curb ramp is assessed using the following PROWAG criteria:

- Ramp Location: Identifies if the ramp is a corner ramp, directional ramp, or mid-block location
- Ramp Running Slope: Must not exceed 8.3%
- Cross Slope: Must not exceed 2%
- Detectable Warning Surface: Must be present and properly sized
- Vertical Surface Discontinuities: Must not exceed ¼ inch in height
- Curb Ramp Width: Must be at least 4 feet wide
- Counter Slope at Gutter: The slope at the gutter or road must not exceed 5%
- Clear Space: Must be a minimum of 4' x 4', or 5 feet wide at the back of the walk if constrained at the sidewalk edge; slope must not exceed 2%
- Vertical Edge: Must meet the PROWAG requirement of ¼ inch maximum

A summary of the facilities evaluated through the self-evaluation process is provided in Appendix B: ADA Inspection Maps.

Appendix C: ADA Priority Corridors Map highlights high-priority corridors identified for inspection and improvement throughout the city.

Section 3: Action Plan

The Action Plan outlines a long-term strategy to achieve compliance with the ADA's program accessibility requirements in the public right-of-way. This plan serves as a working framework to guide the city in identifying, prioritizing, and implementing improvements to pedestrian infrastructure.

The ADA Transition Plan establishes a process for ongoing evaluation, public engagement, and phased implementation of accessibility upgrades. The prioritized list of projects and improvements has been reviewed by the City Commission, the Citizen Involvement Committee, and the Transportation Advisory Committee, ensuring broad community input and oversight.

The following types of improvements are typically necessary to bring existing infrastructure into compliance with ADA standards:

- Barrier removal, including adjustment of noncompliant driveways and relocation of obstructing utilities
- Upgrades to accessible pedestrian signals (APS)
- Reconstruction or upgrade of existing ADA curb ramps
- Installation of new ADA-compliant curb ramps
- Reconstruction of existing sidewalks or pedestrian pathways
- Installation of new sidewalks or pedestrian infrastructure

This Action Plan will be implemented incrementally, as resources allow, and updated periodically to reflect progress, changing priorities, and community needs.

Section 3.1: Project Prioritization

The criteria for prioritizing and ranking these routes align with ADA guidelines outlined in 28 CFR Part 35, Section 35.150(d), which requires that a public entity's transition plan prioritize "walkways serving entities covered by the Act, including State and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas." The routes identified by the City and Committees reflect these priorities.

Project priorities mirror those established in the Prioritization Framework, found in the Self-Evaluation, with one key exception: CIP and PMUF Projects affecting ADA corners or crossings are given top priority, ahead of Priority 1 areas. As long as funding is available for CIP and PMUF projects annually, any deficient corners or crossings within the project scope will be upgraded each year. Should additional funds become available for ramps in areas without planned paving, upgrades will be guided by this Project Prioritization.

Section 3.2: Monitoring

The Public Works Department is responsible for leading the removal of accessibility barriers and tracking the City's progress toward ADA compliance in the public right-of-way.

To ensure consistent progress, Public Works inspectors will continue to monitor ADA compliance by performing regular self-evaluations and updating the ADA Inspection Maps found in Appendix B at least every three years. Monitoring activities will focus on:

- Evaluating slopes and other compliance features of existing curb ramps
- Identifying physical barriers such as utility poles or other obstructions that limit the required minimum 3-foot clearance or prevent adequate turnaround areas
- Verifying newly constructed or reconstructed ramps from Capital Improvement Projects (CIP) and private development

Once the initial self-evaluation of all existing ramps is completed (estimated in approximately eight years), the City will continue to:

- Track the construction of new ramps through development and CIP projects
- Update inspection records and maps as new ramps are installed or reconstructed
- Expand inspection efforts to include barriers within sidewalk corridors (beyond ramp areas) and ADA compliance at signalized pedestrian crossings, as resources allow

Monitoring Schedule Overview:

- Years 0-8 Inspections of existing ramps, verification of newly built ramps
- Year 3 Update of Appendix B: ADA Inspection Maps
- Year 6 Update of Appendix B: ADA Inspection Maps
- Year 9 Update of Appendix B: ADA Inspection Maps
- Years 9-12 Inspections of existing signalized pedestrian crossings
- Year 12 Update of Appendix B: ADA Inspection Maps
- Years 12-20 Inspection of public sidewalk barriers
- Year 15 Update of Appendix B: ADA Inspection Maps
- Year 18 Update of Appendix B: ADA Inspection Maps

This ongoing monitoring process ensures that the City can assess progress, prioritize improvements, and adapt to new developments or changes in ADA standards. The ADA Transition Plan will remain a living document, updated regularly to reflect the most current conditions and compliance status within the public right-of-way.

Section 3.3: Funding

ADA improvements within the public right-of-way are funded through a combination of local, regional, and federal sources. These include capital improvement allocations, grant

programs, development-related contributions, and maintenance utility funds. Due to the scale of identified accessibility needs and the significant cost of compliance, available funding remains a critical factor in determining the pace and scope of implementation.

The City uses a multifaceted funding strategy to ensure steady progress toward ADA compliance while maximizing the efficiency of available resources. Key funding sources include:

Sidewalk Replacement Assistance Program

Launched in 2022, the Sidewalk Replacement Assistance Grant Program provides direct financial support to property owners for repairing sidewalks along private frontages, particularly where ADA tripping hazards have been caused by street trees. The program originally had an annual budget of \$200,000. However, for Fiscal Years 2025–2027, the City has reduced this allocation to \$125,000 annually, based on revised funding priorities and demand.

Capital Improvement Projects (CIP)

Capital Improvement Projects (CIP) are large-scale, planned infrastructure projects such as road reconstruction, streetscape enhancements, or corridor upgrades that present valuable opportunities to incorporate ADA improvements. Curb ramps, sidewalks, and pedestrian crossings within project boundaries are evaluated and upgraded to meet current ADA standards.

CIP projects are typically funded through a mix of local, state, and federal sources and are selected through the City's multi-year capital planning and budgeting process. This coordinated approach ensures that accessibility upgrades are integrated into broader infrastructure investments, improving efficiency and long-term compliance.

Pavement Maintenance Utility Fund (PMUF)

The Pavement Maintenance Utility Fund (PMUF) supports the City's annual roadway resurfacing program. As streets are repaved, ADA-compliant curb ramps and sidewalk corners within the resurfacing limits are reconstructed as necessary to meet current accessibility standards.

This approach, pairing pavement rehabilitation with accessibility upgrades, maximizes cost-effectiveness and ensures compliance with ADA requirements. PMUF projects are identified in the City's adopted 5-Year PMUF Plan and are funded through the City budget.

Rehabilitation vs. Self-Evaluation

The City implements ADA improvements through two complementary strategies:

- **Rehabilitation-Based Improvements:** These are tied to the 5-Year PMUF Plan, with ADA features upgraded in conjunction with street resurfacing projects. Improvements occur on a street-by-street basis, based on pavement condition and maintenance priorities.

- Self-Evaluation-Based Improvements: Guided by the ADA Transition Plan, these projects are prioritized using a citywide inventory and assessment of pedestrian infrastructure. Criteria include proximity to schools, transit, public services, and the level of pedestrian usage. This allows the City to proactively address barriers across the network, independent of street resurfacing schedules.

Funding Sources for Capital Improvement Projects

In addition to local revenues, ADA improvements through Capital Improvement Projects may be supported by a variety of funding sources, including:

- State Highway Fund (City's share)
- Clackamas County Vehicle Registration Fees
- Pavement Maintenance Utility Fee (PMUF)
- Transportation System Development Charges (SDCs)
- Federal and state infrastructure grants
- Private development contributions (land use conditions)
- Public-private partnerships

Strategic Funding and Reprioritization

The City actively pursues competitive grants and new funding opportunities to accelerate ADA compliance. As new funds become available, planned projects may be reprioritized using the ADA Transition Plan's self-evaluation findings and project ranking system. This adaptive approach ensures that resources are directed to areas where they will have the greatest impact, particularly for individuals with disabilities.

The City remains committed to implementing diverse and sustainable funding strategies that support long-term ADA compliance while upholding fiscal responsibility. By coordinating accessibility improvements with other capital and maintenance projects, and by proactively seeking additional funding, the City aims to create a more inclusive, accessible public right-of-way network for all residents.

Section 3.4: Cost of Compliance

As of 2026, the City is responsible for maintaining 3,073 curb ramps within its jurisdiction. Of the ramps inspected to date, approximately 50% have been found to be non-compliant with current ADA standards. If this failure rate remains consistent across the entire inventory, it is estimated that approximately 1,500 ramps will require reconstruction or significant upgrades.

On average, 10–20 ramps are reconstructed per year through CIP and PMUF projects. At a reconstruction cost of approximately \$10,000 per ramp, this equates to an annual expenditure of roughly \$200,000. Given the current inventory and replacement rate, it would take approximately 75 years to fully replace all non-compliant ramps, assuming no inflation and no additional funding sources are secured.

Based on the average reconstruction cost, the total estimated investment needed to achieve full ADA compliance for the non-compliant ramps is approximately \$15 million. This estimate does not include engineering design and assumes the ramps would be constructed as part of a larger road project's design. This estimate does not account for future inflation or potential increases in construction costs. Given the scale of this financial commitment, securing adequate funding and strategically prioritizing projects will be critical to advancing accessibility improvements throughout the City.

Section 3.5: Transition Plan Review

ADA states that a public entity is required to make available to applicants, participants, residents and other interested parties information regarding the ADA Transition Plan and its applicability to the services, programs or activities of the public entity, and to apprise the public of the protections against discrimination afforded to them by the ADA. The city issued a draft of the ADA Transition Plan for Public Review and Comment. The city provided an opportunity for interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of the ADA Transition Plan by submitting comments and making specific recommendations. A copy of the draft ADA Transition Plan was made available for public inspection during a formal public review period.

A public entity that employs 50 or more people is required to seek public input on its ADA Transition Plan. Beyond the legal requirements, public input is vital to assure that those affected by the City's programs, services, and facilities understand the scope and nature of the City's responsibilities for providing equal access to the public.

In March 2026, the Draft ADA Transition Plan was put out for public review and comment. During the comment period, staff posted the plan to the website, presented to various committees, and updated the City's Facebook and Instagram page in order to obtain as much public input as possible. The City also presented the plan to the Citizen Advisory Committee on February 2, 2026, the Transportation Advisory Committee on March 12, 2026, the Parks and Recreation Advisory Committee on March 26, 2026, , and the Youth Advisory Committee on May 11, 2026.

A City Commission hearing was held for the draft ADA Transition Plan on July 7, 2026.

No comments were received during this period.

See Appendix E: Public Outreach Materials.

Section 3.6: Programs Resulting in ADA Improvements

The City advances accessibility within the public right-of-way through a coordinated combination of regulatory enforcement, capital improvement projects, and infrastructure

upgrades required through private development. These ongoing programs include roadway maintenance, infrastructure planning, code enforcement, and land use permitting.

By integrating ADA improvements into these operational and regulatory frameworks, the City is able to incrementally reduce barriers and work toward long-term ADA compliance. This multifaceted approach ensures consistent progress, guided by identified priorities and available funding.

Enforcement of Sidewalk Tripping Hazards*

As of 2025, all violations of the Oregon City Municipal Code, excluding parking enforcement, are addressed through a complaint-driven process. Sidewalk hazard complaints are typically submitted electronically, specifying the location of concern.

- Complaints are initially reviewed by the Code Enforcement Division of the Oregon City Police Department.
- If the issue involves a potential sidewalk tripping hazard, the complaint is forwarded to the Engineering Division of the Public Works Department for inspection.

A Public Works representative assesses whether the reported hazard meets the ADA definition—a vertical elevation difference of ¼ inch or more. If a hazard is confirmed, the City initiates a formal notification and compliance process, requiring the adjacent property owner to make necessary repairs.

Approved repair methods include:

- Grinding the hazard to eliminate the elevation change
- Removing and replacing the affected sidewalk section

If the repair is not completed within the timeframe specified in the Municipal Code, the issue is returned to Code Enforcement. A formal case is then opened, offering a final opportunity for compliance. Continued non-compliance may result in court proceedings. If the City ultimately performs the repairs, cost recovery may include billing the property owner or placing a lien on the property.

Annual Pavement Maintenance Utility Fund (PMUF) Program

Since 2008, Oregon City has collected fees through the Pavement Maintenance Utility Fund (PMUF) to support roadway resurfacing and related improvements. Every five years, the City adopts a new PMUF plan identifying road segments scheduled for resurfacing based on pavement condition, usage, and funding.

Recent PMUF plans explicitly include ADA ramp upgrades as part of resurfacing projects. The process includes:

- Initiating project design roughly 12 months before construction
- Hiring consultants to prepare detailed plans

- Reviewing sidewalk conditions and verifying ADA ramp compliance using the City's ADA inventory
- Adding uninspected or non-compliant ramps to the project scope

Bid packages for PMUF projects typically include both pavement resurfacing and ADA ramp construction or reconstruction. Following project completion, staff or consultants update the ADA inventory and verify that new ramps meet all applicable standards.

Capital Improvement Projects

CIP projects such as road replacements, widening, new road construction, or streetscape improvements occur less frequently and are generally dependent on securing grant funding. Recent examples include the Molalla Avenue Streetscape, Meyers Road Extension, and Main Street intersection improvements. Upcoming projects include the Main Street Streetscape and Washington Street widening.

CIP projects routinely incorporate ADA improvements by installing or upgrading pedestrian infrastructure to meet current design standards, with a focus on curb ramps, crossings, and sidewalks.

Signal Upgrades

Installing Accessible Pedestrian Signals (APS) involves specialized design, electrical upgrades, and coordination with existing signal infrastructure. While not typically cost-prohibitive, APS installations are technically complex and require careful planning to ensure ADA compliance.

Currently, there are no dedicated local funding sources for APS upgrades. The City typically:

- Seeks external grant funding
- Includes APS installations as components of larger CIP projects

APS upgrades are prioritized at intersections with high pedestrian volumes, near transit stops, or in response to specific public requests, particularly from individuals with disabilities.

Private Development Contributions

Private development plays a key role in expanding and upgrading ADA-compliant public infrastructure, particularly in growing or redeveloping areas of the city. As properties are redeveloped, adjacent public improvements are often required to meet current ADA standards.

The City requires developers to complete ADA-related improvements as a condition of land use approval or building permit issuance, including:

- Repairing or replacing non-compliant sidewalks
- Upgrading existing curb ramps

- Installing new ADA-compliant curb ramps at adjacent intersections

This ensures that accessibility upgrades occur incrementally over time without relying solely on public funding. As development continues, these improvements help the City achieve broader ADA compliance goals by addressing barriers at the site level and integrating accessible design into the built environment.

Section 3.7: 3-Year Action Plan

For Calendar Year 2026, 2027, and 2028, the City anticipates providing the following improvements to public sidewalks.

January 1, 2026-December 31, 2026

1. Annual PMUF Project including ramps along Molalla Avenue from Warner Milne Road to Division Street
2. Private Development: TriMet Transit Center Reconstruction at 11th and Main
3. Private Development: Clackamas Heights (Clackamas Housing Authority) Reconstruction impacting Apperson Street and Gain Street
4. Miscellaneous Private Development

January 1, 2027-December 31, 2027

1. Annual PMUF Project including ramps along Boynton Street, Ed Street, Tina Street, Jackson Street, 13th Street, Pierce Street, Prescott Street and Lincoln Street
2. Main Street Streetscape from 10th Street to 15th Street (may finish in 2028)
3. Private Development: Park Place ELD Subdivision (new construction)
4. Miscellaneous Private Development

January 1, 2028-December 31, 2028

1. Annual PMUF Project including ramps along 1st Street, 3rd Street, 4th Street, 6th Street, Washington Street, John Adams Street, Buchanan Street, and 8th Street
2. Washington Street widening from Abernethy Road to Prairie Schooner Way
3. Miscellaneous Private Development

Section 3.8: Construction Standards & Specifications

The City implements the Oregon Standard Specifications for Construction, as prepared by the Oregon Department of Transportation (ODOT) and the Oregon Chapter of the American Public Works Association (APWA). These specifications provide uniform guidance for materials, construction methods, and quality control to ensure durable and accessible infrastructure. For ADA-related facilities, including curb ramps, sidewalks, and pedestrian crossings, the City also follows the most current version of PROWAG. All public right-of-way construction projects must meet these standards to ensure full compliance with federal and state accessibility requirements.

Section 3.9: Exceptions

While the City is committed to providing accessible infrastructure throughout the public right-of-way, there are instances where full ADA compliance may not be immediately achievable. In some cases, improvements may be implemented incrementally, with subsequent upgrades incorporated into future capital improvement projects. This phased approach allows the City to work toward full accessibility while balancing physical constraints, funding limitations, and project timelines.

In certain locations, existing site conditions may limit the City's ability, or make it technically infeasible or structurally impractical, to construct fully compliant ADA facilities. Examples include:

- Ramps obstructed by immovable structures, such as buildings or utility infrastructure
- Steep terrain that prevents the installation of compliant curb ramps
- Limited right-of-way or space constraints that make compliant designs unworkable

Additionally, some neighborhoods are protected under local, state, or federal historic preservation laws. In these areas, modifications that would alter or compromise historically significant features may be restricted. When accessibility upgrades cannot be made without jeopardizing these features, the City may pursue a historical significance exception.

In cases where full compliance is not feasible, the City documents the condition using the Americans with Disabilities Act (ADA) Modification Request Form, as referenced in Section 2.1 of the Oregon City Street Standards. This ensures a formal record of exceptions and provides transparency in the decision-making process.

Section 4: Public Outreach

Public participation is a key requirement in the development of the ADA Transition Plan. To ensure meaningful community involvement, the City shared information and gathered feedback by presenting the draft plan to the Citizen Involvement Committee, the Transportation Advisory Committee, the Parks & Recreation Advisory Committee and the City Commission. A summary of the outreach efforts completed is provided in the following section.

Citizen Involvement Committee (CIC)

On February 2, 2026 staff presented the draft ADA Transition Plan for the Public Right-of-Way to the Citizen Involvement Committee. No significant comments were provided to change anything within the plan. Comments were generally of interest and informational.

Transportation Advisory Committee (TAC)

On March 12, 2026 staff presented the draft ADA Transition Plan for the Public Right-of-Way to the Citizen Involvement Committee. No significant comments were provided to change anything within the plan. Comments were generally of interest and informational.

Parks & Recreation Advisory Committee (PRAC)

On March 26, 2026 staff presented the draft ADA Transition Plan for the Public Right-of-Way to the Citizen Involvement Committee. No significant comments were provided to change anything within the plan. Comments were generally of interest and informational.

Youth Advisory Committee (YAC)

On May 11, 2026 staff presented the draft ADA Transition Plan for the Public Right-of-Way to the Citizen Involvement Committee. No significant comments were provided to change anything within the plan. Comments were generally of interest and informational.

Public Comment Period

On March 30th, 2026, the City placed the Americans with Disabilities Act Transition Plan for the Public Right-of-Way out for public comment. The plan was posted to the website and an opportunity was posted on the city's social media channels.

The following comments were received on the Facebook post made on April 29th, 2026:

1. Maybe the city should have made newly replaced corners ADA compliant. Apparently homeowners that tear out and replace corners don't need to follow ada compliance?
2. Get on over by the hospital on division street. Wheelchairs ride IN THE STREETS because no ramps and not wide enough sidewalks. Half have no side walk at all
(1) if you walk the sidewalks over there, take a video and/or pictures. Then email it with a starting and ending address to Ryan Kersey who "runs" code enforcement for Oregon city. Make sure to specify there are multiple tripping hazards more than 1/4" and it is not compliant with ada standards. By emailing him, you can turn in multiple areas at once instead of each single spot through the city's terrible online portal.
3. Well I was informed its not going to happen at all. They have that area scheduled for bike paths improvement bla bla in 10-20 year's! We moving i cant take it anymore!! Just gotta talk the hubby into it

No other comments were received. The comments did not cause a change to the plan.

City Commission

A work session was held on July 7, 2026 to discuss the ADA Transition Plan. No significant comments were provided to change anything within the plan. Comments were generally of interest and informational.

The Transition Plan for the Public Right of Way was adopted on August 19, 2026.

Refer to Appendix D: Public Outreach Materials & Comments for a summary of feedback received during the community engagement process.

Section 5: Grievances

The City recognizes that not all ADA compliance needs or barriers can be identified solely through internal reviews. Some issues will arise through public input, where community members can report accessibility concerns, barriers, or hazards. To support this process, the City has adopted an ADA Grievance Procedure that provides clear instructions for submitting requests online or by email. Submitted grievances are automatically routed to the appropriate staff member for review and action.

For more information on ADA Grievances, please see the City website:

<https://www.oregoncity.org/3459/ADA-Grievance>

Appendix A: Definitions

Some words used in the Transition Plan have meanings unique and specific when included in the context of the ADA and accessibility requirements. Please refer to the Americans with Disabilities Act for the full text of definitions and explanations <https://www.access-board.gov/prowag> Chapter R1 – R105.

Accessible – Describes a facility in the public right-of-way that complies with this document.

Alteration – A change to a facility in the public right-of-way that affects or could affect pedestrian access, circulation, or use. Alterations include, but are not limited to, resurfacing, rehabilitation, reconstruction, historic restoration, or changes or rearrangement of structural parts or elements of a facility.

Blended Transition – A raised pedestrian street crossing, depressed corner, or similar connection between the pedestrian access route at the level of the sidewalk and the level of the pedestrian street crossing that has a grade of 5 percent or less.

Cross Slope – The grade that is perpendicular to the direction of pedestrian travel.

Curb Line – A line at the face of the curb that marks the transition between the curb and the gutter, street, or highway.

Curb Ramp – A ramp that cuts through or is built up to the curb. Curb ramps can be perpendicular or parallel, or a combination of parallel and perpendicular ramps.

Element – An architectural or mechanical component of a building, facility, space, site, or public right-of-way.

Detectable Warning Surfaces – Tactile surface consisting of truncated domes aligned in a square or radial grid pattern per R305 of the PROWAG.

Facility – All or any portion of buildings, structures, improvements, elements, and pedestrian or vehicular routes located in the public right-of-way.

Grade Break – The line where two surface planes with different grades meet.

Pedestrian Access Route – A continuous and unobstructed path of travel provided for pedestrians with disabilities within or coinciding with a pedestrian circulation path.

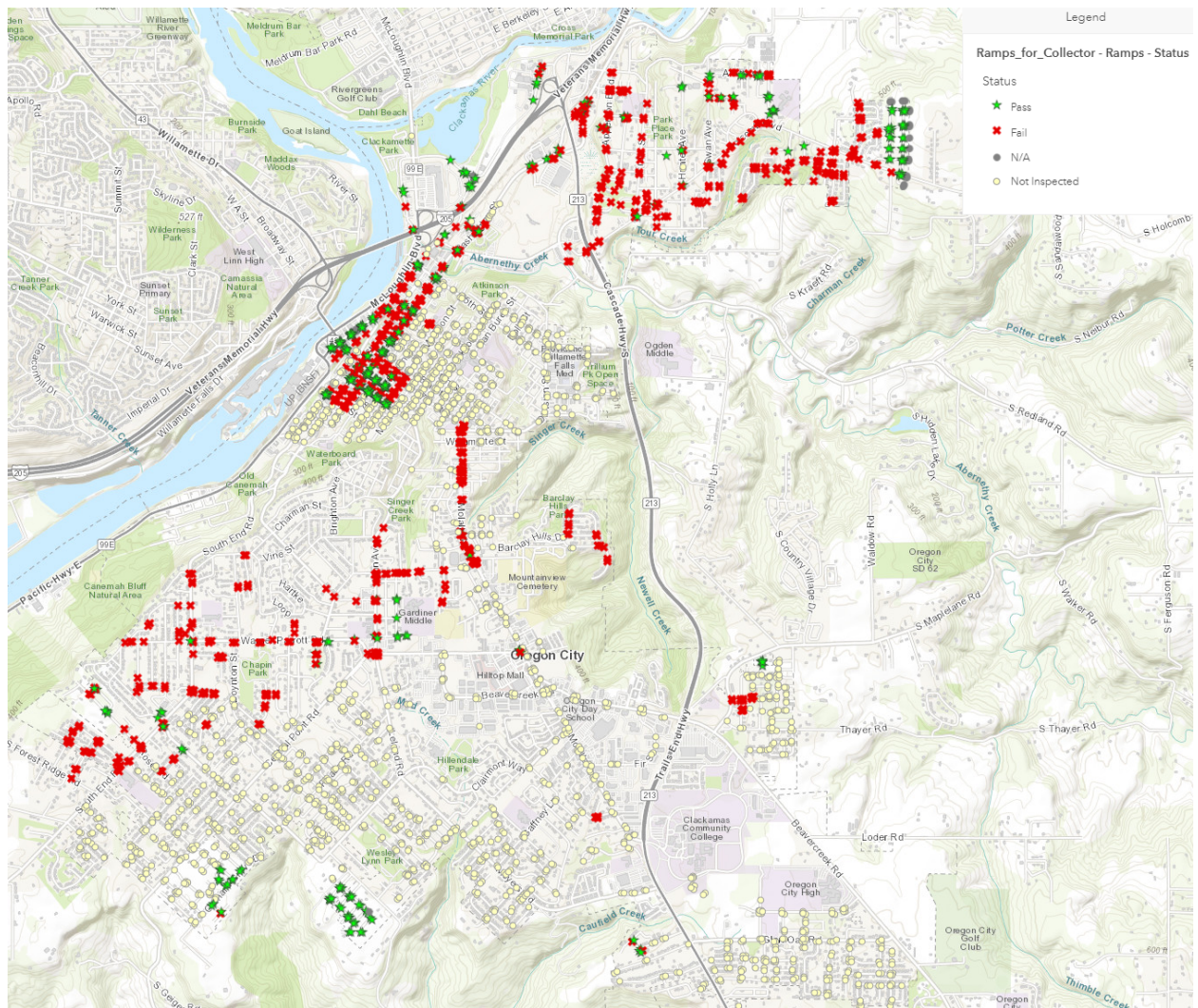
Pedestrian Circulation Path – A prepared exterior or interior surface provided for pedestrian travel in the public right-of-way.

Public Right-of-Way – Public land acquired for, or dedicated to, transportation purposes, or other land where there is a legally established right for use by the public for transportation purposes.

Appendix B: ADA Inspection Maps

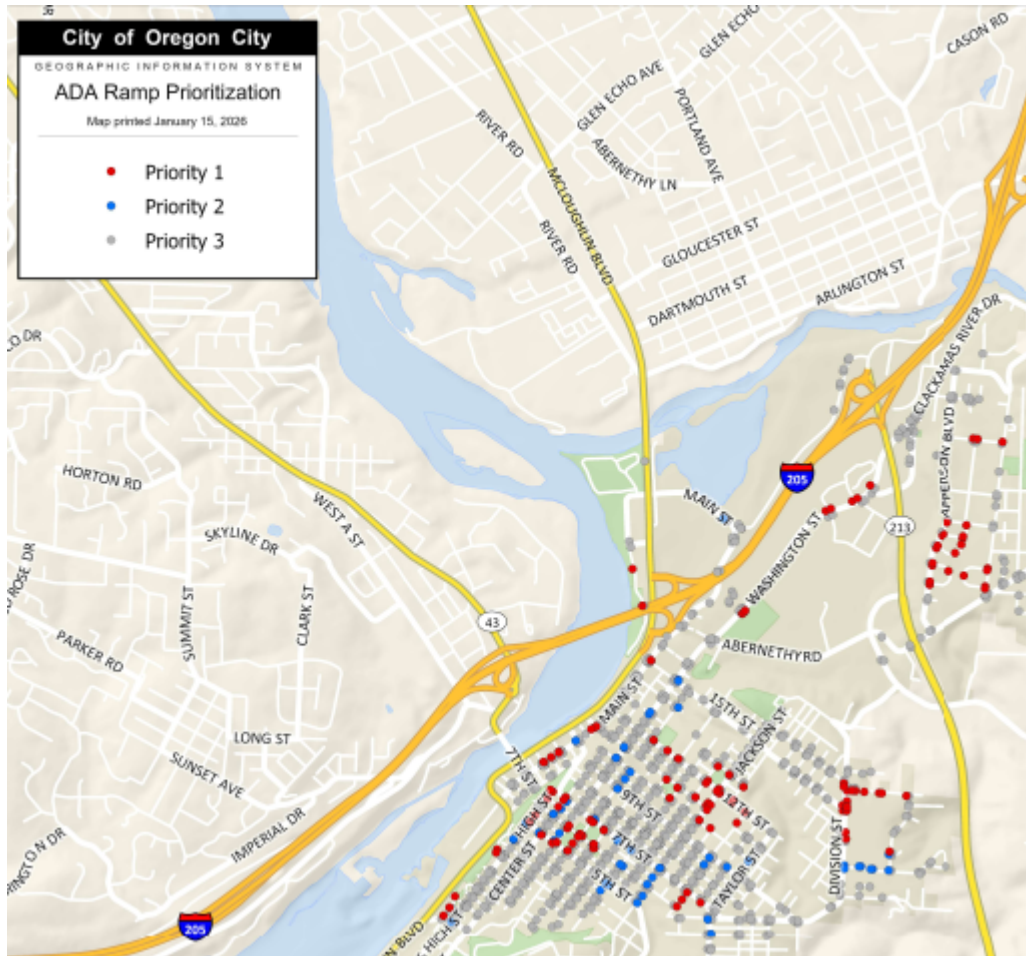
As of August 19, 2026, 3,381 ADA ramps were found within Oregon City. Oregon City has jurisdiction of 3,073 of the ramps.

- 767 failed inspections
- 741 passed inspections



Appendix C: ADA Priority Corridors Map

A portion of the priority map is shown below. The map can be found in its entirety in the project file.



Appendix D: Public Outreach Materials & Comments

Facebook:



Oregon City - City Hall
April 27 · 🌐

...

The current draft of the City's Americans with Disabilities Act Transition Plan for Public Right-of-Way is available for review on the website. Residents have until the... [See more](#)



City Website:

<https://www.orcity.org/3458/Americans-with-Disabilities-Act-ADA>

ADA Notice

ADA Grievance

ADA Self-evaluation and Transition Plan

Home | Departments | City Manager | Americans with Disabilities Act (ADA)

AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) is a civil rights law enacted on July 26, 1990, that prohibits discrimination against individuals with disabilities. It ensures equal rights and opportunities in the following areas:

- Public accommodations
- Employment
- Transportation
- State and local government services
- Telecommunications

ADA Coordinator

The City of Oregon City is committed to providing equal access to its public programs, services, facilities and activities for all citizens including those with disabilities. To achieve that end, Oregon City has designated an **ADA Coordinator** to oversee compliance with **Title II of the ADA**. The ADA Coordinator ensures that all individuals can access City facilities and participate in City services and programs.

If you have questions about accessibility, accommodations, or ADA compliance, please contact the ADA Coordinator at:

Email: adacoordinator@orcity.org

ADA Grievance

To help ensure equal access to City services, programs, and activities, Oregon City will reasonably modify policies and procedures and provide auxiliary aids and services to individuals with disabilities.

To learn more about our ADA Grievance procedure or to file a grievance, please click on "[ADA Grievance](#)" or click on the "**ADA Grievance**" link on the top left of this page.

ADA Self-Evaluation & Transition Plan

Title II of the ADA requires state and local governments to conduct a self-evaluation of services, programs, policies and activities to identify those that discriminate against or prevent participation of persons with disabilities. Additionally, Title II also requires state and local governments to develop a Transition Plan that provides for the removal of physical barriers that limit individuals with disabilities access to government services, programs and activities. The City's ADA Transition Plan focuses in three areas: (1) public buildings - access to public buildings and services; (2) recreational facilities - access to recreation facilities, including play areas, swimming pool and public parks; and (3) transportation activities (rights-of-way) - access to managed pedestrian facilities including sidewalks, pedestrian paths, curb ramps, and street crossing; (4) program accessibility - addressing any communication barriers to participation in city services.

To Learn more about our ADA Self Evaluation & Transition Plan please click on "[ADA Self-Evaluation & Transition Plan](#)" or click on the "**ADA Self-Evaluation & Transition Plan**" at the top left of this page

Requesting ADA Accommodations

To help ensure equal access to City services, programs, and activities, the City of Oregon City will reasonably modify policies/procedures and provide auxiliary aids/services to persons with disabilities. To request an ADA accommodation, please contact the ADA Coordinator.

Email: adacoordinator@orcity.org

ADA Resources

General ADA Information & Assistance:

For questions or concerns about private businesses or services, contact the **ADA Information Line** at 800-514-0301 or visit the [ADA Website](#).

Full Text of the ADA (1990):

Read the original legislation: [Americans with Disabilities Act, Public Law 330 of the 101st Congress, enacted July 26, 1990.](#)

City of Oregon City
ADA Transition Plan for the Public Right-of-Way

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Page 62 of 225



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 19, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.c. - Amendment No. 2 for Personal Services Agreement with Precision Locating, Inc for Utility Locate Services (PS 23-013)

STAFF RECOMMENDATION:

Approve authorizing the City Manager to execute Amendment No. 2, extending the contract for one additional year and increasing the Precision Locating, Inc contract by \$140,000 for continued utility locate services.

EXECUTIVE SUMMARY:

The Utility Locate Services Program is provided by Precision Locating, Inc rather than performed in-house by Public Works Operations staff. This approach allows Operations personnel to focus on essential system operation and maintenance activities. The original contract is a three-year agreement with the option to renew for two additional one-year terms. Amendment No. 2 exercises the option to extend the contract for one more year. To ensure sufficient funding for current and anticipated construction activity, Public Works requests a \$140,000 increase to the contract, bringing the total not-to-exceed amount to \$380,000.

BACKGROUND:

Oregon City Public Works staff have historically performed utility locate services for the City's underground infrastructure, averaging approximately 3,500 locates per year across the Water, Sanitary Sewer, Storm Sewer, and Transportation Divisions. Because these Divisions share locating responsibilities, one FTE is consistently dedicated to locating rather than maintenance activities.

As the City's infrastructure grows and ages, maintenance demands across all divisions continue to increase. Contracting utility locate services allows Public Works to reassign staff to essential maintenance work, a practice that has become increasingly common among municipalities and special districts.

Under this agreement, the contractor provides timely responses to routine and emergency locate requests; reviews and maintains system records; ensures compliance with Oregon's locate laws; assists with damage investigations; and maintains communication with both the City and locate requestors. Funding for contracted locate services is included in the current biennium budget.

The program was advertised on July 21 and 24, 2023, in the Daily Journal of Commerce and

on the City bid site in accordance with City and State contracting procedures. Two proposals were received by the August 4, 2023 deadline. After evaluation by Operations Managers and the Assistant Public Works Director, Precision Locating, Inc was selected as the successful proposer.

Due to a significant increase in construction-related locate requests, Amendment No. 1 increased the contract by \$51,000, adjusting the original \$189,000 contract amount to \$240,000.

The agreement with Precision Locating is a three-year contract with the option to renew two additional, one-year terms. The contract term date is scheduled for September 1, 2026.

Amendment No. 2 exercises the option to extend the contract for an additional year. To ensure adequate funding for current and anticipated construction activity, Public Works requests a \$140,000 increase to the contract, bringing the total not-to-exceed amount to \$380,000.

OPTIONS:

1. Approve Amendment No. 2 for Personal Services Agreement with Precision Locating, Inc for Utility Locate Services (PS 23-013).
2. Approve Amendment No. 2 for Personal Services Agreement with Precision Locating, Inc for Utility Locate Services (PS 23-013) with Amendments.
3. Deny Amendment No. 2 for Personal Services Agreement with Precision Locating, Inc for Utility Locate Services (PS 23-013) and provide further direction.

BUDGET IMPACT:

Amount	\$140,000.00
Fiscal Year(s):	2026-2027 & 2027-2028
Funding Source(s):	Water Fund, Wastewater Fund, Stormwater Fund and Transportation Fund
Included in Approved Budget:	Yes

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

UTILITY LOCATE SERVICES (PS 23-013)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **PRECISION LOCATING, INC** ("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 **September 1, 2026**, unless sooner terminated pursuant to provisions set forth below. The contract will be issued for a three (3) year term with the option to renew for up to two (2) additional one (1) year terms according to the Consumer Price Index (CPI-U) adjustment. 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 and paid at the unit pricing indicated on the Precision Locating Quotation Form dated August 3, 2023. Total compensation, including reimbursement for expenses incurred, shall not exceed **one hundred eighty-nine thousand and 00/100 dollars (\$189,000.00)**.

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

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

7. **Notices.** Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be

deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

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

To Contractor:

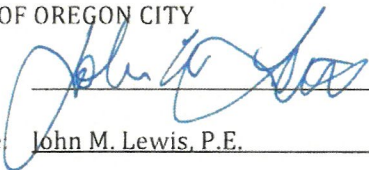
Precision Locating, Inc.
865 NE Tomahawk Island Drive
Suite 102-472
Attention: Stephen Zimmerman

Contractor 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 16th day of August, 2023.

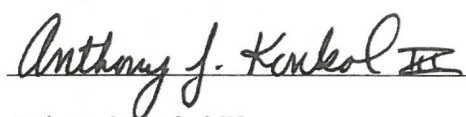
CITY OF OREGON CITY

By: 

Name: John M. Lewis, P.E.

Title: Public Works Director

DATED: August 18, 2023

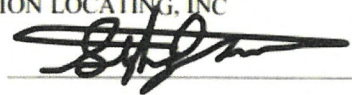
By: 

Name: Anthony J. Konkol III

Title: City Manager

DATED: August 16, 2023

PRECISION LOCATING, INC

By: 

Name: Stephen Zimmerman

Title: President

DATED: 8/30/2023, 2023

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: AUG 16 2023



Dear Oregon City,

Precision Locating, Inc., a local utility locating firm founded in 2013, is pleased to submit our proposal for the Oregon City project. Our commitment to excellence has established a track record of on-time delivery and low damage ratios.

Names and Qualifications of Personnel:

- Stephen Zimmerman (President): 15+ years in locating; 10 in retail/customer service.
- Nicole Tignor (HR/Office/Dispatch Manager): 20+ years in business; 5 in locating.
- Jacob Hollenberry (Field Manager): 5+ years in locating.

Summary of Operations Plan:

- Initial Coordination:** Assign Jacob Hollenberry as a dedicated project manager; kick-off meeting.
- Locating Services Execution:** Mobilize teams; systematic approach to locate utilities.
- Invoicing:** Prompt, detailed invoicing.

Specialized Skills Needed:

- Trained locators with complex project experience.
- Skilled project manager for team coordination.

Sustainable/Eco-Friendly Practices:

We use hybrid vehicles, are mostly paperless, and use water-based paint when possible.

Understanding of the Project and Services:

With over 10 years of experience in public locating, we service over 10 city water, sewer, storm, and fiber locating contracts.

Acceptance of Terms and Conditions:

We accept the terms and conditions in Attachment A and B, City of Oregon Personal Services Agreement, and Standard General Conditions.

We look forward to the opportunity to work with Oregon City, adhering to a 100% on-time policy and delivering unparalleled service. Please reach out with any questions or for further information.

Sincerely,

Stephen Zimmerman

President, Precision Locating, Inc.

Steve@precision811.com

865 NE Tomahawk Island Dr, STE 102-472 Portland OR 97217

503-803-1106 EXT 1355

www.precision811.com



3.3.2 Key Qualifications

References:

The City of Newberg Public Works contract started in March 2015, currently ongoing. The annual revenue of this contract is \$40-50K. The service area is the city of Newberg. In 2021 we performed 2125 locates. No data exists for marked and not marked tickets as we bill this contract at the same flat rate for each.

Russ Thomas,
Public Works Director
PO BOX 970 Newberg, OR 97132
russ.thomas@newbergoregon.gov
503-537-1234

The city of Tualatin Public Works' contract started in January 2020 and is ongoing. The annual revenue of this contract is \$35-40K. The service area is the city of Tualatin. In 2021 we performed 731 marked and 2004 unmarked locates.

Nic Westendorf
Deputy Public Works Director
City of Tualatin | Public Works
10699 SW Herman Road, Tualatin, OR 97062
nwestendorf@tualatin.gov
503-691-3673

Clark Public Utilities Power and Water contract started in January 2020 and is ongoing. Annual revenue is \$600-700K. The service area is all of Clark County in Washington State. In 2021 we performed 25,593 marked, and 9063 unmarked locates.

Michael Redinger
Clark Public Utilities
8600 NE 117th Ave, Vancouver, WA 98662
mredinger@clarkpud.com
360-992-8828

Staffing:

Stephen Zimmerman President, main contact for billing question and contract support
Nicole Tignor VP HR manager and evening/emergency dispatch
Jacob Hollenberry Area manager



Brief Resume of Project manager:

Stephen Zimmerman Contact: 503-803-1106 | Steve@precision811.com

Experience:

- **President/CEO**, Precision Locating, Inc., Portland, OR, 2013 - current
- **Utility Locator, Logistics Manager, and Director of Sales**, Stake Center Locating, Portland, OR & Salt Lake City, UT, 2008 - 2014
- **Lead Sales**, Camera World of Oregon, Portland, OR, 2005 - 2008
- **Store/District Manager**, Kits Camera's, Portland, OR, 1997 - 2004

Education:

- **WWCC**, Walla Walla, WA, Computer Networking
- **MHCC**, Portland, OR, Photography
- **PCC**, Portland, OR, General Studies

Contractor Fleet:

Our fleet consists of mostly Toyota Prius and Toyota RAV4 Hybrids, selected for their fuel efficiency and reduced environmental impact.

Locating Equipment:

We currently use Radio Detection RD7000, RD7100, and RD8000 systems, along with VIVAX Pro 3 systems, for precise utility detection.

IT Programs:

All of our software is web-based, utilizing an in-house ticket billing management system integrated with ITIC (one-call) ticket management system.



Project Understanding:

We understand that this utility locating project requires precise identification and coordination of underground utilities. The tasks encompass managing complex field operations, compliance with legal requirements, quality control, cost management, and timely execution.

Project Approach:

1. **Managing Work Tasks and Coordination:**

Approach: Utilize state-of-the-art locating equipment.

Methodology: Sequence tasks strategically to minimize disruptions and enhance efficiency.

Control: Regular briefings to ensure that field teams are aligned with project objectives.

2. **Ensuring Project Progress, Quality, and Adherence:**

Progress: Implement progress tracking tools to monitor real-time advancements.

Quality Control: Strict adherence to industry standards and regulatory compliance.

Schedule & Budget: Continuous monitoring to ensure that milestones are met within budget.

3. **Communication and Coordination:**

Approach: Maintain transparent communication with stakeholders and regulatory bodies.

During All Phases: Foster collaboration between office and field teams, ensuring seamless information flow.

4. **Minimizing Costs, Timely Services, Ensuring Quality:**

Step 1: Conduct an initial comprehensive survey to minimize surprises.

Step 2: Implement a flexible scheduling strategy to adapt to unforeseen changes.

Step 3: Execute a rigorous quality assurance process to avoid costly errors and rework.



Scope of Work and Budget:

Opinion on Project Scope of Work: Based on the requirements, our approach emphasizes accuracy, compliance, efficiency, and safety.

Recommended Additions/Changes: We propose periodic site audits and an additional contingency plan to handle unexpected underground anomalies.

Quotation: Please refer to Attachment C for the detailed quotation, which has been carefully crafted to cover all aspects of the utility locating project, as per Section 2.2, Scope of Professional Services and Responsibility.



13895 Fir Street | Oregon City OR 97045
Ph (971) 204-4600 | Fax (503) 908-1128

Quotation Form

Underground Utility Locating Services

Bidder's Firm: Precision Locating, Inc.
Address: 865 NE Tomahawk Island Dr STE 102-472
City, State, Zip Code: Portland OR 97217
Contact Name: Stephen Zimmerman
Telephone Number: 503-388-1355

In compliance with this Request for Proposal (RFP), and subject to all condition thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services the services as outlined herein, to provide the services as enumerated within the RFP and associated contract for services attached herein for the City of Oregon City in the amount indicated, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the RFP.

Item	Quantity	Proposed Pricing
Per 811 Ticket (30 minutes locating time)	Per Ticket	\$18.00
Additional Time (after 30 minutes locating time)	Per ¼ hour	\$12.50
Site Surveillance	Per ¼ hour	\$12.50
After Hour Emergencies	Per Hour	\$60hr 2hr min

* Based on 3,500 locates per year

The undersigned certifies he/she is an authorized representative of the bidder's firm and attests to accuracy of the bid put forth herein.

AUTHORIZED SIGNATURE:

Signed:

Date:

8-3-2023

Printed Name:

Stephen Zimmerman

Title:

President

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 (4/2017)

Page 2 of 5

ATTACHMENT B

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

CITY OF OREGON CITY

Amendment No. 1 to Personal Services Agreement

Utility Locate Services (PS 23-013)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter called "City"), and **PRECISION LOCATING, INC** (hereinafter called "Consultant,") which was previously entered into on **August 30, 2023** ("Contract") for **UTILITY LOCATE SERVICES** and

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

WITNESSETH:

1. The **Scope of Services** is hereby amended as follows:
There are no changes to the scope of services.
2. The **Term of Agreement** is hereby amended as follows:
There are no changes to the term of agreement.
3. The **Compensation Provisions** is hereby amended as follows:
The contract amount is increased by \$51,000.00, an estimated \$8,500.00 per month for six months of services. Total compensation, including reimbursable expenses, shall not exceed **two hundred and forty thousand dollars and 00/100 cents (\$240,000.00)**.

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

CITY OF OREGON CITY

PRECISION LOCATING, INC

By: Dayna Webb
Dayna Webb (Apr 2, 2026 11:35:38 PDT)
Name: Dayna Webb, P.E.
Title: Public Works Director
DATED: Apr 2, 2026

By: Stephen Zimmerman
Stephen Zimmerman (Apr 2, 2026 12:11:44 PDT)
Name: Stephen Zimmermsn
Title: President
DATED: Apr 2, 2026

By: Anthony J. Konkol, III
Anthony J. Konkol, III (Apr 2, 2026 12:19:01 PDT)
Name: Anthony J. Konkol, III
Title: City Manager
DATED: Apr 2, 2026

ORIGINAL CITY COMMISSION APPROVAL IF
APPLICABLE:
August 16, 2023

APPROVED AS TO LEGAL SUFFICIENCY:
By: Carrie Richter
Carrie Richter (Apr 5, 2026 08:29:18 PDT)
City Attorney

CITY OF OREGON CITY

Amendment No. 2 to Personal Services Agreement

Utility Locate Services (PS 23-013)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter called "City"), and **PRECISION LOCATING, INC** (hereinafter called "Consultant,") which was previously entered into on **August 16, 2023** ("Contract") for **UTILITY LOCATE SERVICES** and

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

WITNESSETH:

1. The **Scope of Services** is hereby amended as follows:
There are no changes to the scope of services.

The **Term of Agreement** is hereby amended as follows:
The term of agreement is extended one-year by exercising the option to renew two additional, one-year terms. This is the first year the option to renew is being exercised.

2. The **Compensation Provisions** is hereby amended as follows:
The compensation provision increases the total contract by \$140,000.00. Total compensation, including reimbursable expenses, shall not exceed three hundred, eighty thousand dollars and 00/100 cents (\$380,000.00).

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

CITY OF OREGON CITY

By: _____

Name: Dayna Webb, P.E.

Title: Public Works Director

DATED: _____, 2026

By: _____

Name: Anthony J. Konkol, III

DATED: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

PRECISION LOCATING, INC

By: _____

Name: _____

Title: _____

DATED: _____, 2026

ORIGINAL CITY COMMISSION APPROVAL IF
APPLICABLE:

August 18, 2023



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 19, 2026
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.d. - Public Improvement Contract with Tapani, Inc. for the Henrici Water Pump Station and Transmission Improvements WIFIA 3-2 Project (CI 24-004)

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Public Improvement Contract with Tapani, Inc. in the bid amount of \$9,295,710.00 for construction of the Henrici Water Pump Station and Transmission Improvements WIFIA 3-2 Project (CI 24-004).

EXECUTIVE SUMMARY:

This contract will provide for construction of the Henrici Water Pump Station and Transmission Improvements WIFIA 3-2 Project (CI 24-004). Work includes construction of over 7000 linear feet of 24-inch water transmission pipe in Beavercreek Road, from Glen Oak Road to Henrici Road, and along Henrici Road from Beavercreek Road to the City's Henrici Reservoir and a new 4.48 million gallon per day (MGD) pump station. This is the second transmission improvement project included in the City's Water Infrastructure Finance and Innovation Act (WIFIA) loan, improving the city's ability to deliver water to its customers and reservoirs.

BACKGROUND:

This project is identified in the City's Water Master Plan adopted in 2012 and amended in 2021. An Upper System Study completed in 2022 confirmed this as one of the highest priority projects to improve water system transmission in the city's upper pressure zone. This project, referred to as WIFIA 3-2, consists of three different, but related, capital improvement projects (CIP) identified in the planning documents as, CIP 26, 31 and 33.

- CIP 26 will construct a new larger diameter transmission main (24 inch) to replace the existing 16-inch transmission main. The new transmission main will connect to the city's existing system in Glen Oak Road and Beavercreek Road and continue south to the existing Henrici Reservoir.
- CIP 31 will construct a new pump station, to replace the undersized and aging Fairway Downs Pump Station. The new Henrici Pump Station will be located on city-owned property and be sized to serve existing and future customers.
- CIP 33 will repurpose the existing 16-inch transmission main, by converting it to a distribution main delivering water to customers from the new Henrici Pump Station to the area currently served by the existing Fairway Downs PS and the expanded service area, including portions of the Thimble Creek Concept Plan area.

On July 6 and 8, 2026, this project was advertised in the Daily Journal of Commerce and DemandStar, the City's bid procurement platform, in accordance with City and State contracting procedures. The bid opening was held on August 11, 2026, and seven (7) bids were received. Staff and Kennedy/Jenks Consultants, Inc. reviewed the bids and determined that Tapani, Inc. was the low responsive bidder. The contract award value is nine million, two hundred ninety-five thousand, seven hundred and ten dollars and no cents (\$9,295,710.00). The list below includes the bidders and their corresponding bid received for this project:

BIDDER	BID AMOUNT
Tapani, Inc.	\$ 9,295,710.00
Emery & Sons Construction	\$ 9,721,764.00
Canby Excavating	\$ 9,769,850.00
K & E Excavating	\$ 9,787,093.00
JW Fowler	\$ 9,836,057.00
Rotschy, Inc	\$ 9,942,354.98
Moore Excavation	\$10,561,085.00

The engineer's estimate was \$10,134,935.00. All but one of the bids was under the engineer's estimate, with the lowest bidder 8.3% under the engineer's estimate.

Construction is planned to begin in Fall 2026 and anticipated to be complete by Spring 2028. This Public Improvement Contract is in alignment with the project's budget, and adequate funds are available.

OPTIONS:

1. Approve Public Improvement Contract with Tapani, Inc. for the Henrici Water Pump Station and Transmission Improvements WIFIA 3-2 Project (CI 24-004).
2. Approve Public Improvement Contract with Tapani, Inc. for the Henrici Water Pump Station and Transmission Improvements WIFIA 3-2 Project (CI 24-004) with Amendments.
3. Deny Public Improvement Contract with Tapani, Inc. for the Henrici Water Pump Station and Transmission Improvements WIFIA 3-2 Project (CI 24-004) and provide further direction.

BUDGET IMPACT:

Amount	\$9,295,710.00
Fiscal Year(s):	FY 26/27 and FY 27/28
Funding Source(s):	Water Rate and Water System Development Funds
Included in Approved Budget:	Yes

12 August 2026

Patty Nelson, P.E.
Special Projects – Senior Engineer
Public Works - Engineering
City of Oregon City
13895 Fir Street
PO Box 3040
Oregon City, Oregon 97045

Subject: **Recommendation to Award**

Dear Ms. Nelson:

Re: Recommendation to Award Letter for Henrici Water Pump Station and Transmission Improvements
WIFIA 3-2 (CI 24-004)

Kennedy Jenks reviewed the bid results submitted on August 11, 2026 for the above referenced project. A total of seven (7) bids were received for this project, ranging from \$9,295,710.00 to \$10,561,085.00.

Kennedy Jenks reviewed each bid for errors and deficiencies and checked the status relative to state licensing. All bids were reviewed, with only one minor discrepancy found in the second lowest bidder Emery and Sons Construction Group, LLC, equating to a \$30 higher bid amount, but not changing their position as second lowest bidder. The contractors and subcontractors are not listed on the debarred and/or suspended contractors list or on the contractors list for liquidated damages. In addition, all bids were reviewed for completion and accuracy of all required bid documents, listed below:

- Bid Proposal and Bid Schedule
- Addenda Acknowledgement Form (if applicable)
- Compliance with Prevailing Wages Form
- Resident Bidder Status Form
- Certification of Drug Testing Program Form
- Non-Collusion Statement Form
- Asbestos Certification Form
- Registrations
- Business Licenses
- Certification of Non-Discrimination Form
- Certification of Compliance with Tax Laws Form
- State of Oregon First Tier Subcontractor Disclosure Requirements Form
- Bid Bond
- Customer Service Acknowledgement Form
- Qualification of Bidder Form
- WIFIA Funded Project Acknowledgement Form (if applicable)

Portland Branch, 1500 NE Irving Street, Suite 200 | Portland, OR 97232
503-423-4023 | michaelhummm
@kennedyjenks.com

[https://kjcnet-my.sharepoint.com/personal/rebeccaatkison_kennedyjenks_com/documents/documents/wp/michael hummm/rec-to-award-oc henrici pn edits.docx](https://kjcnet-my.sharepoint.com/personal/rebeccaatkison_kennedyjenks_com/documents/documents/wp/michael%20hummm/rec-to-award-oc%20henrici%20pn%20edits.docx)

Patty Nelson, P.E.
City of Oregon City
12 August 2026
Page 2

The lowest responsive and responsible bid was submitted by Tapani, Inc. from Battle Ground, WA, with a bid of nine million two hundred ninety-five thousand seven hundred ten dollars and zero cents (\$9,295,710.00). The Engineer's estimate for this project totaled \$10.1 million and the apparent low bid represents a 8.3% cost decrease under the estimated costs. Kennedy Jenks recommends that the City award the Henrici Water Pump Station and Transmission Improvements WIFIA 3-2 (CI 24-004) Project to Tapani, Inc.

Based on the review of the bid submissions and verification of bid documents, Kennedy Jenks recommends the City award the public improvement contract to:

Tapani, Inc.

Very truly yours,
Kennedy/Jenks Consultants, Inc.



Michael Humm
Chief Technology & Innovation Officer

Enclosure – Bit Tabulations.xls

SECTION III A
CONTRACT AGREEMENT

This Agreement, made and entered into this 19th day of August, 2026, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **TAPANI, INC.** (“CONTRACTOR”).

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

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **HENRICI WATER PUMP STATION AND TRANSMISSION IMPROVEMENTS WIFIA 3-2 (CI 24-004)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Instructions to Bidders Bid Submittal Requirements and Forms Contract Agreement Oregon City Public Improvement Standard Conditions Statutory Conditions to Contract Agreement WIFIA Contract Requirements Payment Bond Performance Bond State of Oregon Statutory Public Works Bond Davis Bacon Wage Rates for Public Works Contracts in Clackamas County, Oregon for Heavy Construction, WD # OR20260053	Prevailing Wage Rates for Public Works Contracts in Oregon, dated January 5, 2026 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated April 5, 2026 Prevailing Wage Apprenticeship Rates dated April 5, 2026 Definitions of Covered Occupations for Public Works Contracts in Oregon dated October 5, 2024 2021 Oregon Standard Specifications for Construction (OSSC), (ODOT and APWA) as referenced by these documents General Conditions Special Provisions Technical Specifications Contract Drawings Archaeological Inadvertent Discovery Plan (IDP) City of Oregon City Standard Details Addendum 1 – July 30, 2026 Addendum 2 – July 31, 2026 Addendum 3 – August 4, 2026 Addendum 4 – August 6, 2026 All items included within these Contract Documents.
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The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be complete within **588 (five hundred eighty-eight)** days from the authorized start date for On-site work as identified in the Notice to Proceed.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **Nine million two hundred ninety-five thousand seven hundred ten dollars and zero cents (\$9,295,710.00).**

ARTICLE IV - Warranty and Quality of Work

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

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

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

CITY OF OREGON CITY

CONTRACTOR NAME

By: _____
Anthony J. Konkol III
City Manager

Printed Name

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

By: _____
Authorized Signature

Approved as to Legal Sufficiency

Title

By: _____
City Attorney

Date

Address:

City Commission Award Date:

August 19, 2026

Federal Taxpayer ID Number

Item	Description	Units	Quantity
1	Extra Work as Authorized	FA	1
2	Mobilization	LS	1
3	Work Zone Traffic Control, Complete	LS	1
4	Construction Survey Work	LS	1
5	Rock Excavation	CY	50
6	Boulder Excavation	CY	50
7	Trench Foundation	CY	50
8	Erosion and Sediment Control	LS	1
9	Pollution Control	LS	1
10	Clearing and Grubbing	LS	1
11	Cold Plane Pavement Removal, 2-inches Deep	SY	9300
12	Level 3, 1/2-inch, ACP Mixture	SY	9300
13	Trench Resurfacing, Permanent, ACP, Level 2	SY	40
14	Trench Resurfacing, Permanent, ACP, Level 3	SY	4800
15	Traffic Signal Modification, Vehicle Detector Loop Replacement	EA	2
16	Positive Restraint Shoring System	LS	1
17	24" Potable Water Pipe, Fittings and Couplings with Restrained Joints and Class A Backfill	LF	810
18	24" Potable Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill	LF	5950
19	24" Potable Water Pipe, Fittings and Couplings with Restrained Joints and Class F Backfill	LF	260
20	18" Potable Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill	LF	10
21	16" Potable Water Pipe, Fittings and Couplings with Restrained Joints and Class F Backfill	LF	35
22	24-Inch Gate Valve (Vertical)	EA	8
23	18-Inch Gate Valve (Vertical)	EA	1
24	16" Beaver creek Road Insertion Valve	EA	1
25	3-Inch Combination Air Release/Air Vacuum Valve Assembly	EA	5
26	3-Inch Combination Air Release/Air Vacuum Valve Assembly in Manhole	EA	1
27	Blowoff Assembly, 6-Inch	EA	2
28	Abandon Existing 16" Beaver creek Road Water Line	EA	1
29	Plug Existing 16" Beaver creek Road Water Line	EA	1
30	Abandon Existing 12" Timberview Service Water Line	EA	1
31	Plug Existing 12" Timberview Service Water Line	EA	1
32	Glen Oak Road 16" Connection	LS	1
33	Beaver creek Road 16" Connection	LS	1
34	Timberview Service 12" Connection	LS	1
35	24" Transmission Main Connection	LS	1
36	Extra Work as Authorized	FA	1
37	Mobilization	LS	1
38	Construction Survey Work	LS	1
39	Erosion and Sediment Control	LS	1
40	Pumps and Motors	LS	1
41	Mechanical Piping, Chemical Systems, and Process Equipment	LS	1
42	Architectural / Structural	LS	1
43	HVAC	LS	1

Engineers Estimate	
Unit Price	Extended
\$150,000.00	\$ 150,000.00
\$261,762.00	\$ 261,762.00
\$175,764.00	\$ 175,764.00
\$25,109.00	\$ 25,109.00
\$180.00	\$ 9,000.00
\$180.00	\$ 9,000.00
\$25.00	\$ 1,250.00
\$27,265.00	\$ 27,265.00
\$12,555.00	\$ 12,555.00
\$3,813.00	\$ 3,813.00
\$48.00	\$ 446,400.00
\$10.00	\$ 93,000.00
\$163.00	\$ 6,520.00
\$207.00	\$ 993,600.00
\$1,913.00	\$ 3,826.00
\$20,908.00	\$ 20,908.00
\$553.00	\$ 447,930.00
\$523.00	\$ 3,111,850.00
\$806.00	\$ 209,560.00
\$442.00	\$ 4,420.00
\$1,359.00	\$ 47,565.00
\$40,515.00	\$ 324,120.00
\$31,479.00	\$ 31,479.00
\$44,515.00	\$ 44,515.00
\$14,766.00	\$ 73,830.00
\$18,155.00	\$ 18,155.00
\$22,674.00	\$ 45,348.00
\$28,778.00	\$ 28,778.00
\$968.00	\$ 968.00
\$862.00	\$ 862.00
\$968.00	\$ 968.00
\$38,326.00	\$ 38,326.00
\$56,740.00	\$ 56,740.00
\$90,062.00	\$ 90,062.00
\$51,035.00	\$ 51,035.00
\$100,000.00	\$ 100,000.00
\$126,173.00	\$ 126,173.00
\$25,109.00	\$ 25,109.00
\$27,265.00	\$ 27,265.00
\$261,715.00	\$ 261,715.00
\$324,845.00	\$ 324,845.00
\$571,069.00	\$ 571,069.00
\$20,832.00	\$ 20,832.00

Apparent Low

TAPANI, INC.	
Unit Price	Extended
\$ 150,000.00	\$ 150,000.00
\$ 593,400.00	\$ 593,400.00
\$ 290,000.00	\$ 290,000.00
\$ 21,500.00	\$ 21,500.00
\$ 126.00	\$ 6,300.00
\$ 124.00	\$ 6,200.00
\$ 78.00	\$ 3,900.00
\$ 40,000.00	\$ 40,000.00
\$ 1,000.00	\$ 1,000.00
\$ 12,000.00	\$ 12,000.00
\$ 4.80	\$ 44,640.00
\$ 16.75	\$ 155,775.00
\$ 114.50	\$ 4,580.00
\$ 144.00	\$ 691,200.00
\$ 2,400.00	\$ 4,800.00
\$ 18,000.00	\$ 18,000.00
\$ 400.00	\$ 324,000.00
\$ 440.00	\$ 2,618,000.00
\$ 933.00	\$ 242,580.00
\$ 1,052.00	\$ 10,520.00
\$ 715.00	\$ 25,025.00
\$ 39,000.00	\$ 312,000.00
\$ 25,500.00	\$ 25,500.00
\$ 74,000.00	\$ 74,000.00
\$ 23,900.00	\$ 119,500.00
\$ 29,400.00	\$ 29,400.00
\$ 11,500.00	\$ 23,000.00
\$ 19,500.00	\$ 19,500.00
\$ 2,100.00	\$ 2,100.00
\$ 8,000.00	\$ 8,000.00
\$ 850.00	\$ 850.00
\$ 30,000.00	\$ 30,000.00
\$ 40,000.00	\$ 40,000.00
\$ 50,000.00	\$ 50,000.00
\$ 50,000.00	\$ 50,000.00
\$ 100,000.00	\$ 100,000.00
\$ 155,000.00	\$ 155,000.00
\$ 9,700.00	\$ 9,700.00
\$ 35,000.00	\$ 35,000.00
\$ 212,000.00	\$ 212,000.00
\$ 306,000.00	\$ 306,000.00
\$ 951,000.00	\$ 951,000.00
\$ 64,000.00	\$ 64,000.00

Other Bidders

EMERY & SONS CONSTRUCTION GROUP, LLC	
Unit Price	Extended
\$ 150,000.00	\$ 150,000.00
\$ 325,150.00	\$ 325,150.00
\$ 243,775.00	\$ 243,775.00
\$ 16,500.00	\$ 16,500.00
\$ 250.00	\$ 12,500.00
\$ 175.00	\$ 8,750.00
\$ 140.00	\$ 7,000.00
\$ 62,150.00	\$ 62,150.00
\$ 1,265.00	\$ 1,265.00
\$ 70,830.00	\$ 70,830.00
\$ 5.00	\$ 46,500.00
\$ 16.50	\$ 153,450.00
\$ 243.00	\$ 9,720.00
\$ 80.00	\$ 384,000.00
\$ 2,180.00	\$ 4,360.00
\$ 28,000.00	\$ 28,000.00
\$ 433.00	\$ 350,730.00
\$ 440.00	\$ 2,618,000.00
\$ 1,015.00	\$ 263,900.00
\$ 1,115.00	\$ 11,150.00
\$ 1,190.00	\$ 41,650.00
\$ 36,175.00	\$ 289,400.00
\$ 27,030.00	\$ 27,030.00
\$ 14,725.00	\$ 14,725.00
\$ 29,540.00	\$ 147,700.00
\$ 37,280.00	\$ 37,280.00
\$ 18,445.00	\$ 36,890.00
\$ 7,380.00	\$ 7,380.00
\$ 2,490.00	\$ 2,490.00
\$ 3,775.00	\$ 3,775.00
\$ 2,490.00	\$ 2,490.00
\$ 57,885.00	\$ 57,885.00
\$ 64,570.00	\$ 64,570.00
\$ 62,600.00	\$ 62,600.00
\$ 50,965.00	\$ 50,965.00
\$ 100,000.00	\$ 100,000.00
\$ 395,250.00	\$ 395,250.00
\$ 5,550.00	\$ 5,550.00
\$ 34,160.00	\$ 34,160.00
\$ 209,450.00	\$ 209,450.00
\$ 873,750.00	\$ 873,750.00
\$ 1,067,685.00	\$ 1,067,685.00
\$ 69,230.00	\$ 69,230.00

CANBY EXCAVATING, INC.	
Unit Price	Extended
\$ 150,000.00	\$ 150,000.00
\$ 350,000.00	\$ 350,000.00
\$ 283,500.00	\$ 283,500.00
\$ 7,000.00	\$ 7,000.00
\$ 550.00	\$ 27,500.00
\$ 220.00	\$ 11,000.00
\$ 125.00	\$ 6,250.00
\$ 40,000.00	\$ 40,000.00
\$ 4,000.00	\$ 4,000.00
\$ 7,000.00	\$ 7,000.00
\$ 5.00	\$ 46,500.00
\$ 18.00	\$ 167,400.00
\$ 45.00	\$ 1,800.00
\$ 100.00	\$ 480,000.00
\$ 2,000.00	\$ 4,000.00
\$ 6,000.00	\$ 6,000.00
\$ 430.00	\$ 348,300.00
\$ 500.00	\$ 2,975,000.00
\$ 720.00	\$ 187,200.00
\$ 1,000.00	\$ 10,000.00
\$ 580.00	\$ 20,300.00
\$ 39,000.00	\$ 312,000.00
\$ 31,000.00	\$ 31,000.00
\$ 74,000.00	\$ 74,000.00
\$ 25,000.00	\$ 125,000.00
\$ 20,000.00	\$ 20,000.00
\$ 11,000.00	\$ 22,000.00
\$ 5,000.00	\$ 5,000.00
\$ 4,000.00	\$ 4,000.00
\$ 4,500.00	\$ 4,500.00
\$ 3,400.00	\$ 3,400.00
\$ 36,000.00	\$ 36,000.00
\$ 38,000.00	\$ 38,000.00
\$ 40,000.00	\$ 40,000.00
\$ 45,000.00	\$ 45,000.00
\$ 100,000.00	\$ 100,000.00
\$ 400,000.00	\$ 400,000.00
\$ 6,800.00	\$ 6,800.00
\$ 38,000.00	\$ 38,000.00
\$ 120,000.00	\$ 120,000.00
\$ 540,000.00	\$ 540,000.00
\$ 1,150,000.00	\$ 1,150,000.00
\$ 100,000.00	\$ 100,000.00

K&E EXCAVATING, INC.	
Unit Price	Extended
\$ 150,000.00	\$ 150,000.00
\$ 550,000.00	\$ 550,000.00
\$ 170,000.00	\$ 170,000.00
\$ 16,000.00	\$ 16,000.00
\$ 300.00	\$ 15,000.00
\$ 250.00	\$ 12,500.00
\$ 120.00	\$ 6,000.00
\$ 30,000.00	\$ 30,000.00
\$ 1,500.00	\$ 1,500.00
\$ 3,000.00	\$ 3,000.00
\$ 3.60	\$ 33,480.00
\$ 15.50	\$ 144,150.00
\$ 95.00	\$ 3,800.00
\$ 120.00	\$ 576,000.00
\$ 2,750.00	\$ 5,500.00
\$ 20,000.00	\$ 20,000.00
\$ 390.00	\$ 315,900.00
\$ 475.00	\$ 2,826,250.00
\$ 1,100.00	\$ 286,000.00
\$ 690.00	\$ 6,900.00
\$ 770.00	\$ 26,950.00
\$ 44,000.00	\$ 352,000.00
\$ 29,000.00	\$ 29,000.00
\$ 69,000.00	\$ 69,000.00
\$ 29,000.00	\$ 145,000.00
\$ 33,000.00	\$ 33,000.00
\$ 19,000.00	\$ 38,000.00
\$ 750.00	\$ 750.00
\$ 750.00	\$ 750.00
\$ 750.00	\$ 750.00
\$ 750.00	\$ 750.00
\$ 45,000.00	\$ 45,000.00
\$ 40,000.00	\$ 40,000.00
\$ 45,000.00	\$ 45,000.00
\$ 55,000.00	\$ 55,000.00
\$ 100,000.00	\$ 100,000.00
\$ 330,000.00	\$ 330,000.00
\$ 12,000.00	\$ 12,000.00
\$ 12,000.00	\$ 12,000.00
\$ 110,000.00	\$ 110,000.00
\$ 620,000.00	\$ 620,000.00
\$ 1,070,000.00	\$ 1,070,000.00
\$ 85,000.00	\$ 85,000.00

J.W. FOWLER	
Unit Price	Extended
\$ 150,000.00	\$ 150,000.00
\$ 538,500.00	\$ 538,500.00
\$ 200,000.00	\$ 200,000.00
\$ 8,500.00	\$ 8,500.00
\$ 410.00	\$ 20,500.00
\$ 410.00	\$ 20,500.00
\$ 115.00	\$ 5,750.00
\$ 13,500.00	\$ 13,500.00
\$ 1,000.00	\$ 1,000.00
\$ 4,000.00	\$ 4,000.00
\$ 5.00	\$ 46,500.00
\$ 22.00	\$ 204,600.00
\$ 155.00	\$ 6,200.00
\$ 130.00	\$ 624,000.00
\$ 1,800.00	\$ 3,600.00
\$ 1,400.00	\$ 1,400.00
\$ 415.00	\$ 336,150.00
\$ 450.00	\$ 2,677,500.00
\$ 1,000.00	\$ 260,000.00
\$ 1,400.00	\$ 14,000.00
\$ 900.00	\$ 31,500.00
\$ 36,000.00	\$ 288,000.00
\$ 24,000.00	\$ 24,000.00
\$ 68,000.00	\$ 68,000.00
\$ 26,704.00	\$ 133,520.00
\$ 36,225.00	\$ 36,225.00
\$ 15,409.00	\$ 30,818.00
\$ 4,040.00	\$ 4,040.00
\$ 2,687.00	\$ 2,687.00
\$ 1,380.00	\$ 1,380.00
\$ 1,564.00	\$ 1,564.00
\$ 52,214.00	\$ 52,214.00
\$ 47,820.00	\$ 47,820.00
\$ 72,904.00	\$ 72,904.00
\$ 50,273.00	\$ 50,273.00
\$ 100,000.00	\$ 100,000.00
\$ 190,300.00	\$ 190,300.00
\$ 4,423.00	\$ 4,423.00
\$ 9,835.00	\$ 9,835.00
\$ 185,000.00	\$ 185,000.00
\$ 894,565.00	\$ 894,565.00
\$ 1,032,000.00	\$ 1,032,000.00
\$ 77,380.00	\$ 77,380.00

ROTSCHY, LLC	
Unit Price	Extended
\$ 150,000.00	\$ 150,000.00
\$ 640,000.00	\$ 640,000.00
\$ 245,333.00	\$ 245,333.00
\$ 12,500.00	\$ 12,500.00
\$ 189.00	\$ 9,450.00
\$ 193.00	\$ 9,650.00
\$ 142.00	\$ 7,100.00
\$ 60,000.00	\$ 60,000.00
\$ 2,500.00	\$ 2,500.00
\$ 10,000.00	\$ 10,000.00
\$ 4.50	\$ 41,850.00
\$ 22.00	\$ 204,600.00
\$ 132.00	\$ 5,280.00
\$ 130.00	\$ 624,000.00
\$ 7,000.00	\$ 14,000.00
\$ 45,000.00	\$ 45,000.00
\$ 410.00	\$ 332,100.00
\$ 491.00	\$ 2,921,450.00
\$ 1,000.00	\$ 260,000.00
\$ 475.00	\$ 4,750.00
\$ 460.00	\$ 16,100.00
\$ 36,000.00	\$ 288,000.00
\$ 28,000.00	\$ 28,000.00
\$ 65,136.98	\$ 65,136.98
\$ 18,000.00	\$ 90,000.00
\$ 22,000.00	\$ 22,000.00
\$ 12,000.00	\$ 24,000.00
\$ 5,200.00	\$ 5,200.00
\$ 1,200.00	\$ 1,200.00
\$ 3,200.00	\$ 3,200.00
\$ 1,000.00	\$ 1,000.00
\$ 32,000.00	\$ 32,000.00
\$ 40,000.00	\$ 40,000.00
\$ 53,000.00	\$ 53,000.00
\$ 45,000.00	\$ 45,000.00
\$ 100,000.00	\$ 100,000.00
\$ 350,000.00	\$ 350,000.00
\$ 5,600.00	\$ 5,600.00
\$ 30,000.00	\$ 30,000.00
\$ 125,000.00	\$ 125,000.00
\$ 675,000.00	\$ 675,000.00
\$ 880,000.00	\$ 880,000.00
\$ 70,000.00	\$ 70,000.00

Apparent Low

Other Bidders

Item	Description	Units	Quantity	Engineers Estimate		TAPANI, INC.		EMERY & SONS CONSTRUCTION GROUP, LLC		CANBY EXCAVATING, INC.		K&E EXCAVATING, INC.		J.W. FOWLER		ROTSCHY, LLC		MOORE EXCAVATION, INC.	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
44	Electrical	LS	1	\$520,217.00	\$ 520,217.00	\$ 544,700.00	\$ 544,700.00	\$ 586,600.00	\$ 586,600.00	\$ 635,000.00	\$ 635,000.00	\$ 485,000.00	\$ 485,000.00	\$ 586,800.00	\$ 586,800.00	\$ 535,000.00	\$ 535,000.00	\$ 450,000.00	\$ 450,000.00
45	Instrumentation	LS	1	\$141,239.00	\$ 141,239.00	\$ 326,600.00	\$ 326,600.00	\$ 95,125.00	\$ 95,125.00	\$ 115,000.00	\$ 115,000.00	\$ 280,000.00	\$ 280,000.00	\$ 112,340.00	\$ 112,340.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
46	Startup and Testing	LS	1	\$188,318.00	\$ 188,318.00	\$ 8,000.00	\$ 8,000.00	\$ 80,500.00	\$ 80,500.00	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 52,379.00	\$ 52,379.00	\$ 23,000.00	\$ 23,000.00	\$ 25,000.00	\$ 25,000.00
47	Pump Station Operational Test and Closeout	LS	1	\$37,664.00	\$ 37,664.00	\$ 11,000.00	\$ 11,000.00	\$ 13,975.00	\$ 13,975.00	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 59,724.00	\$ 59,724.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
48	Generator	LS	1	\$147,186.00	\$ 147,186.00	\$ 69,000.00	\$ 69,000.00	\$ 105,525.00	\$ 105,525.00	\$ 85,000.00	\$ 85,000.00	\$ 115,000.00	\$ 115,000.00	\$ 86,297.00	\$ 86,297.00	\$ 79,000.00	\$ 79,000.00	\$ 80,000.00	\$ 80,000.00
49	16" Potable Water Pipe, Fittings, and Couplings with Restrained Joints and Class A Backfill	LF	185	\$357.00	\$ 66,045.00	\$ 263.00	\$ 48,655.00	\$ 307.00	\$ 56,795.00	\$ 260.00	\$ 48,100.00	\$ 310.00	\$ 57,350.00	\$ 337.00	\$ 62,345.00	\$ 275.00	\$ 50,875.00	\$ 450.00	\$ 83,250.00
50	16" Potable Water Pipe, Fittings, and Couplings with Restrained Joints and Class B Backfill	LF	95	\$609.00	\$ 57,855.00	\$ 559.00	\$ 53,105.00	\$ 460.00	\$ 43,700.00	\$ 360.00	\$ 34,200.00	\$ 520.00	\$ 49,400.00	\$ 574.00	\$ 54,530.00	\$ 420.00	\$ 39,900.00	\$ 500.00	\$ 47,500.00
51	16-Inch Gate Valve (Horizontal)	EA	2	\$25,698.00	\$ 51,396.00	\$ 15,700.00	\$ 31,400.00	\$ 14,408.00	\$ 28,816.00	\$ 17,000.00	\$ 34,000.00	\$ 19,000.00	\$ 38,000.00	\$ 15,350.00	\$ 30,700.00	\$ 16,000.00	\$ 32,000.00	\$ 17,500.00	\$ 35,000.00
52	6-Inch Gate Valve (Vertical)	EA	1	\$16,413.00	\$ 16,413.00	\$ 2,600.00	\$ 2,600.00	\$ 2,740.00	\$ 2,740.00	\$ 500.00	\$ 500.00	\$ 2,900.00	\$ 2,900.00	\$ 2,534.00	\$ 2,534.00	\$ 1,600.00	\$ 1,600.00	\$ 2,400.00	\$ 2,400.00
53	16" Distribution Main Connection	LS	1	\$87,263.00	\$ 87,263.00	\$ 53,000.00	\$ 53,000.00	\$ 53,650.00	\$ 53,650.00	\$ 50,000.00	\$ 50,000.00	\$ 52,000.00	\$ 52,000.00	\$ 71,778.00	\$ 71,778.00	\$ 40,000.00	\$ 40,000.00	\$ 90,000.00	\$ 90,000.00
54	Hydrant Assemblies	EA	1	\$10,158.00	\$ 10,158.00	\$ 8,600.00	\$ 8,600.00	\$ 3,300.00	\$ 3,300.00	\$ 7,500.00	\$ 7,500.00	\$ 8,500.00	\$ 8,500.00	\$ 7,438.00	\$ 7,438.00	\$ 7,300.00	\$ 7,300.00	\$ 7,500.00	\$ 7,500.00
55	Fairway Downs Pump Station Meter Vault Piping Modifications	LS	1	\$15,005.00	\$ 15,005.00	\$ 9,400.00	\$ 9,400.00	\$ 23,150.00	\$ 23,150.00	\$ 12,000.00	\$ 12,000.00	\$ 10,500.00	\$ 10,500.00	\$ 13,616.00	\$ 13,616.00	\$ 22,000.00	\$ 22,000.00	\$ 35,000.00	\$ 35,000.00
56	Valve Vault Modifications	LS	1	\$127,988.00	\$ 127,988.00	\$ 40,000.00	\$ 40,000.00	\$ 44,078.00	\$ 44,078.00	\$ 25,000.00	\$ 25,000.00	\$ 40,000.00	\$ 40,000.00	\$ 41,435.00	\$ 41,435.00	\$ 32,000.00	\$ 32,000.00	\$ 60,000.00	\$ 60,000.00
57	Shed Modification	LS	1	\$21,883.00	\$ 21,883.00	\$ 11,000.00	\$ 11,000.00	\$ 4,765.00	\$ 4,765.00	\$ 13,000.00	\$ 13,000.00	\$ 9,500.00	\$ 9,500.00	\$ 5,714.00	\$ 5,714.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
58	Site Restoration	LS	1	\$1,378.00	\$ 1,378.00	\$ 65,000.00	\$ 65,000.00	\$ 72,250.00	\$ 72,250.00	\$ 26,000.00	\$ 26,000.00	\$ 30,000.00	\$ 30,000.00	\$ 32,557.00	\$ 32,557.00	\$ 80,000.00	\$ 80,000.00	\$ 125,000.00	\$ 125,000.00
59	Gravel Surfacing	SF	6420	\$22.00	\$ 141,240.00	\$ 4.00	\$ 25,680.00	\$ 1.25	\$ 8,025.00	\$ 5.00	\$ 32,100.00	\$ 2.65	\$ 17,013.00	\$ 2.50	\$ 16,050.00	\$ 4.00	\$ 25,680.00	\$ 3.00	\$ 19,260.00
60	Landscaping	LS	1	\$180,396.00	\$ 180,396.00	\$ 108,000.00	\$ 108,000.00	\$ 129,135.00	\$ 129,135.00	\$ 225,000.00	\$ 225,000.00	\$ 160,000.00	\$ 160,000.00	\$ 125,172.00	\$ 125,172.00	\$ 150,000.00	\$ 150,000.00	\$ 215,000.00	\$ 215,000.00
SCHEDULE A - SUBTOTAL (ITEMS 1-35)					\$ 6,866,283.00		\$ 6,047,270.00		\$ 5,614,560.00		\$ 5,892,650.00		\$ 6,052,930.00		\$ 5,981,145.00		\$ 6,313,399.98		\$ 6,733,675.00
SCHEDULE B - SUBTOTAL (ITEMS 36-60)					\$ 3,268,652.00		\$ 3,248,440.00		\$ 4,107,204.00		\$ 3,877,200.00		\$ 3,734,163.00		\$ 3,854,912.00		\$ 3,628,955.00		\$ 3,827,410.00
TOTAL (ITEMS 1 TO 60)					\$ 10,134,935.00	-8.3%	\$ 9,295,710.00	-4.1%	\$ 9,721,764.00	-3.6%	\$ 9,769,850.00	-3.4%	\$ 9,787,093.00	-2.9%	\$ 9,836,057.00	-1.9%	\$ 9,942,354.98	4.2%	\$ 10,561,085.00

CITY OF OREGON CITY
OREGON CITY, OREGON

HENRICI PUMP STATION AND TRANSMISSION MAIN IMPROVEMENTS
WIFIA 3-2
JULY 2026
CI 24-004



PROJECT PERSONNEL

OREGON CITY PROJECT MANAGER
PATTY NELSON PH: 971-204-4627

OREGON CITY PUBLIC WORKS DIRECTOR
DAYNA WEBB PH: 971-204-4633

OREGON CITY ENGINEER
KURT KRUEGER PH: 971-204-4630

KJ PROJECT MANAGER
MICHAEL HUMM PH: 503-423-4072

UTILITY CONTACTS

CITY OF OREGON CITY OF WATER SYSTEM
KEVIN HANKS PH: 971-204-4662

CITY OF OREGON CITY SANITARY AND STORM SYSTEM
CHAD RENARD PH: 971-204-9661

CLACKAMAS COUNTY TRANSPORTATION MAINTENANCE
CARL OLSON PH: 503-742-4684

CLACKAMAS COUNTY TRAFFIC SIGNALS SUPERVISING ELECTRICIAN
AARON GOODERHAM TRAFFICSIGNALS@CLACKAMAS.US

CLACKAMAS COUNTY TRAFFIC SIGNALS TIMING ENGINEER
IOANA COSMA PH: 503-742-4706

PORTLAND GENERAL ELECTRIC
TAMARA O'NEIL PH: 503-732-5534

LUMEN
GREG TRAVIS PH: 503-406-1507

NORTHWEST NATURAL GAS
STEVE MONIER PH: 217-741-4403

CLACKAMAS RIVER WATER DISTRICT
JOSEPH D. ESKEW PH: 503-723-2565

ASTOUND BROADBAND
CORY PASCHALL PH: 971-424-8853

COMCAST CABLE
SCOTT ANDERSON PH: 503-351-9487

CLACKAMAS COUNTY TRANSPORTATION MAINTENANCE
CARL OLSON PH: 503-742-4684

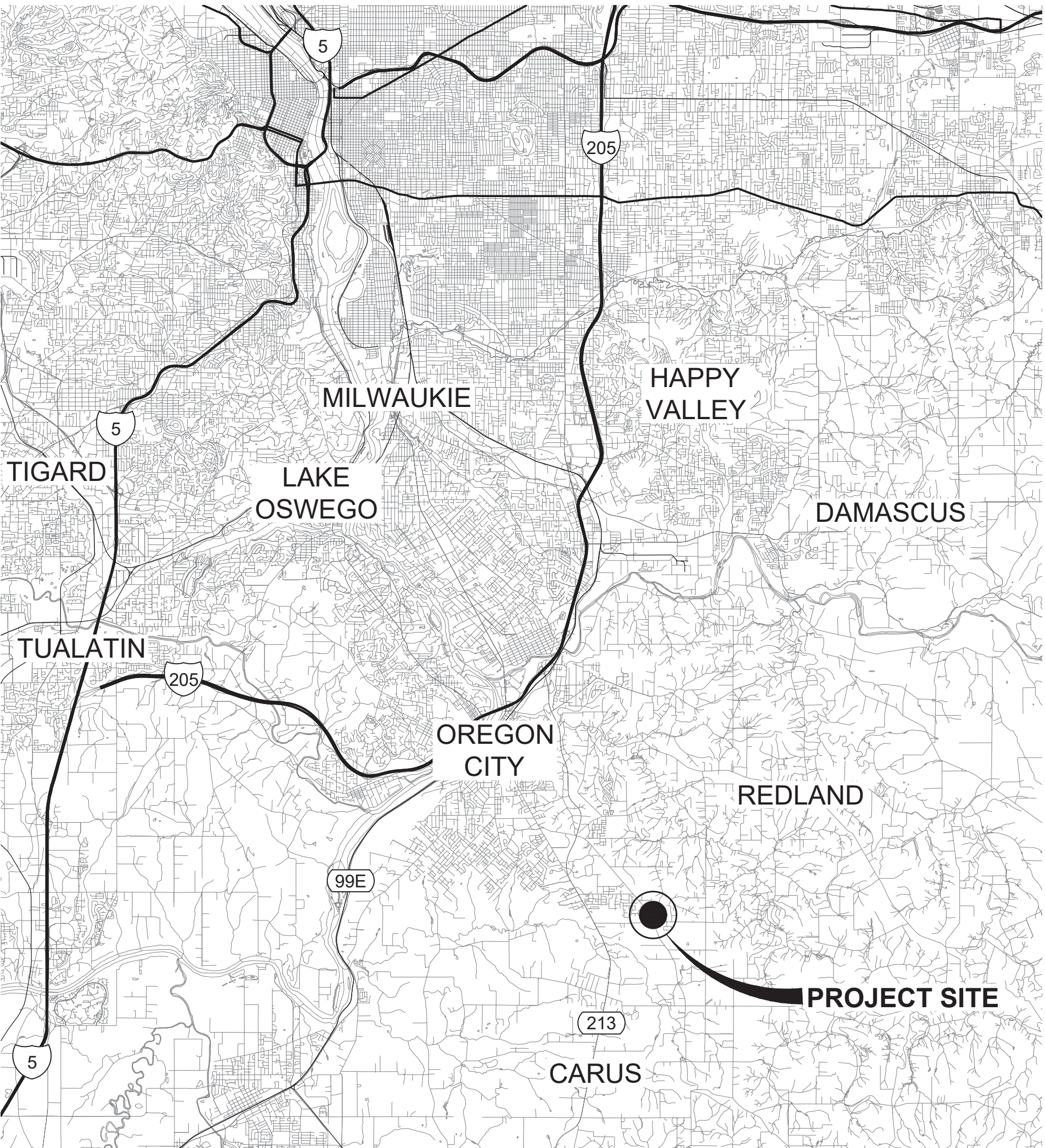
CLACKAMAS BROADBAND EXCHANGE
DUKE DEXTER PH: 503-722-6663

BEAVERCREEK TELEPHONE/DIRECTLINK/CBS OREGON
MATT ALLISON PH: 503-266-8203

ZAYO GROUP
NICK KOMPANIET PH: 541-450-2454



LOCATION MAP
SCALE: NTS



VICINITY MAP
SCALE: NTS



ISSUED FOR BID					SCALES 0 1" 0 25mm IF THIS BAR IS NOT DIMENSION SHOWN, ADJUST SCALES ACCORDINGLY. REGISTERED PROFESSIONAL ENGINEER 76443PE DIGITALLY SIGNED OREGON JAN 08, 2009 MICHAEL DAVID HUMM EXPIRATION DATE: 06/30/2027	DESIGNED AM	CITY OF OREGON CITY OREGON CITY, OREGON HENRICI PUMP STATION AND TRANSMISSION MAIN IMPROVEMENTS OC PROJECT #: CI 24-004 Kennedy Jenks OC RECORD DRAWING #: 100337	COVER, LOCATION AND VICINITY MAPS	SCALE NTS
						DRAWN CEC			JOB NO 2476015.00
						CHECKED JCB			DATE JULY 2026
	NO	REVISION	DATE	BY					SHEET 1 OF 119 G-001

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CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	August 19, 2026
From:	Morgan Sohl, Library Director		

SUBJECT:

Item 7.e. - Library Basement Renovation Contract

STAFF RECOMMENDATION:

Staff recommends approval of the contract to construct two offices in the staff area in the basement.

EXECUTIVE SUMMARY:

With the addition of a new Manager, there is a need for private office space. Creation of these two additional offices will also mean that some frontline staff members currently in the basement can move to other offices on the public floor, allowing them to better serve patrons.

BACKGROUND:

During the addition/renovation in 2016, priority was given to public space, rather than staff. As library services and staff have grown, it has been challenging to create enough workspaces for additional staff. In Fiscal Year 2019/2020, the Library had 6.625 FTE non-managerial benefited staff. By Fiscal Year 2024/2025, that had increased to 12.55 FTE. With the addition of the Library Services Manager, the need for more private office space has arisen. With the creation of the two offices in the basement, the Library Director and Library Operations Manager will move downstairs, allowing the Adult Services Librarians and Library Services Manager to move to the floor with their patrons.

In the 2025/2026 budget, \$73,000 was budgeted for HVAC control upgrades. The current quote for that upgrade is \$1,543, leaving a savings of \$71,457 which we would like to expend on constructing two offices.

OPTIONS:

1. Approve Library Basement Renovation Contract.
2. Approve Library Basement Renovation Contract with Amendments.
3. Deny Library Basement Renovation Contract and provide further direction.

BUDGET IMPACT:

Amount	\$62,405
Fiscal Year(s):	26/27

Funding Source(s): Community Facility Fund

Included in Approved Budget: No



August 3, 2026

Morgan Sohl
Library Director
City of Oregon City
606 John Adams St.
Oregon City, OR 97045

Greetings Morgan--

Thank you for the opportunity to propose a prefabricated interior construction solution which installs faster and cleaner than conventional construction and is far more environmentally sustainable, for your project at the lower level of the Public Library in Oregon City.

Basis of Design:

1. Pricing Plans by Ankrom Moisan, project number 260400, dated 03/03/2026.

Base Bid Proposal - \$59,435 + 5% Contingency of \$2,970

Scope of Solution: includes labor, materials, freight, and delivery

1. Approximately 14 L.F. of fixed glazing, Kai profile, 8'-6" High to underside of ceiling grid. 36 STC glazing partition.
 - a. 1/2" Clear tempered glass, butt-joint with VHB H-clips where occurs
 - b. Factory finished frames, standard Falkbuilt powder coat, white.
2. McNally Solid Wall - base 44 STC (can reach 50+ w/ Rockwool)
 - a. Approximately 28 LF to underside of grid, 8'-5" High, and notched around existing wood-clad heavy timber beam
 - i. Grade B Durafalk, Misty Sky
3. (2) Falkbuilt Narrow Frame sliding glass door, 3/8" clear tempered glass, standard Falkbuilt powder coat, white
 - i. (1) 48" top-locking bar pull, brushed stainless finish or similar, construction core included
 - ii. (1) Soft Close mechanism
 - iii. (1) Drop Seal
4. (2) Transfer grilles, material and design TBD



Scope of Work – Hyphn:

1. Shop drawings, manufacturer coordination, receiving, & delivery to site
2. Structural drawings and calculations as necessary
3. Hyphn project management
4. Procurement, receipt and delivery of all necessary materials including associated materials required for installation (seismic anchors, fasteners, etc.)
5. Installation during regular construction business hours
6. Labor is non-union, but Prevailing Wage

Assumptions:

1. Hyphn can receive deliveries directly to the site at the building entrance.
2. Access is on a maintained/paved road accessible to building entrance.
3. Working hours 1st shift in a clear and ready site
4. Access window exclusive for time/day of deliveries only
5. Proper on-site/indoor staging/laydown and work area zoned for crew
6. Building access clear and free of trades and debris
7. Hyphn to remove own recycling/waste offsite
8. Appropriate restroom accommodation

Exclusions:

1. Any installation and/or procurement of any insulation of any kind, until design is confirmed with client. Could be a day-2 item
2. Demo of any and of all types
3. Any warehousing and/or storage fees
4. Any STC testing fees
5. Any STC fails caused by building conditions/design not related to Falkbuilt.
6. Any custom bracing structure for attachment caused by unforeseen obstacles not noted/communicated within a reasonable time (once awarded) or created after initial mobilization.
7. Any shimming/spacing accommodations for flooring transitions of any nature
8. Dump and/or dumpster fees
9. Patch and repair of existing conditions
10. Any electrical receptacles and/or empty back boxes
11. Electrical wiring and connections for electronic strikes to be made by client's LV vendor
12. Color matching of finishes, routed cladding, fabric-wrapped cladding, acoustic cladding, markerboard cladding, and Falklimation
13. Architectural film or custom graphics on cladding or glass
14. Signage
15. Overtime, exceeding an 8-hour workday.
16. X-ray of slab for seismic anchors
17. Payment application fees
18. Plan check or permit fees
19. Special inspections

Portland

390 NW 13th Avenue
Portland, OR 97209

Mailing

PO Box 4207
Portland, OR 97208

San Diego

350 Camino de la Reina, Suite 160
San Diego, CA 92108

503.226.4151
hyphn.com

HYPHN

20. Floor protection along path to project site and/or procurement of any corner protectors/stainless steel/wainscoting of any kind.
21. Parking permits
22. Time or fees for any security badging requirements
23. Storage of materials at Hyphn's warehouse beyond 30 days of receipt

Additional information:

1. Estimated duration minimum and maximum, intermittent and dependent on other trades:
 - a. (3) days, add more time if insulation is requested
2. Lead time for structure is 4 weeks to site from order processing by manufacturer.
 - a. Manufacturer requires approved submittal for order processing; initial shop drawings creation take approximately 1 week for this project
 - i. This time does not account for shop drawing review and approval process through the architect and GC
 - ii. This time does not account for revisions to shop drawings and associated process and approvals
 - b. Manufacturer requires field-taken measurements or build-to dimensions agreed upon by GC for order processing
3. <https://www.hyphn.com/hyphn-terms>

Thanks again for this opportunity. Please reach out if you have any questions.

Sincerely–



Alex Aujero
Preconstruction Manager
Hyphn
503.525.3493
alex.aujero@hyphn.com

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

LIBRARY BASEMENT RENOVATION

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

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2026**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **Sixty two thousand, four hundred and five dollars (\$62,405)**.

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:

Oregon City Public Library
606 John Adams Street
Oregon City, OR 97045
Attention: Morgan Sohl

To Consultant:

Hyphn
390 NW 13th Ave.
Portland, OR 97209
ATTENTION: Alex Aujero

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

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

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

CITY OF OREGON CITY

Hyphn

By: _____ By: _____

Name: Morgan Sohl Name: _____

Title: Library Director Title: _____

Dated: _____ Dated: _____

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

Name: Anthony J. Konkol, III Date: _____

Title: City Manager

Dated:
APPROVED AS TO LEGAL
SUFFICIENCY

By: _____

Name: _____

Title: City Attorney

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

To: City Commission **Agenda Date:** August 19, 2026
From: Kelly Hart, Community Development Director

SUBJECT:

Item 7.f. - Purchase of Two Building Division Replacement Vehicles

STAFF RECOMMENDATION:

Authorize the purchase of two 2026 Toyota RAV4 Hybrid LE AWD Compact SUVs, Fleet ID #214 and #215.

EXECUTIVE SUMMARY:

The Building Division is using its Fleet Replacement Fund to purchase two 2026 Toyota RAV4 Hybrid LE AWD Compact SUVs, Fleet ID #214 and #215. These vehicles will replace two 2017 Ford Escape AWD Compact SUVs, Fleet ID #207 and #208, which have reached the end of their service life and are recommended for replacement. Once the two new 2026 Toyota RAV4 Hybrid LE AWD Compact SUVs, Fleet ID #214 and #215, are placed into service, the two 2017 Ford Escape AWD Compact SUVs, Fleet ID #207 and #208, will be sent to auction. The proceeds will be deposited into the Building Division Fleet Replacement Fund.

Building Division will contract with Ron Tonkin Toyota under the Oregon State Purchasing Agreement Contract #1646, which procures pricing for government agencies and ensures the lowest pricing for vehicle purchases.

BACKGROUND:

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

The purchase price for two 2026 Toyota RAV4 Hybrid LE AWD Compact SUVs, Fleet ID #214 and #215, is \$72,751.44. This was a previously authorized expenditure within the Fiscal Year 2026-27 adopted budget. The two new Toyota RAV4 Hybrid LE AWD Compact SUVs, Fleet ID #214 and #215, will be used to conduct inspections, site visits, code enforcement activities, and other official business throughout the community. The two existing vehicles, two 2017 Ford Escape AWD Compact SUVs Fleet ID #207 and #208, have reached the end of their useful service life and require replacement to maintain reliable and efficient operations.

Once the two new 2026 Toyota RAV4 Hybrid LE AWD Compact SUVs, Fleet ID #214 and #215, are placed into service, the two 2017 Ford Escape AWD Compact SUVs, Fleet ID

#207 and #208, will be sent to auction. The proceeds will be deposited into the Building Division Fleet Replacement Fund.

The Building Division will contract with Ron Tonkin Toyota under the Oregon State Purchasing Agreement Contract #1646, which provides competitively procured pricing for government agencies and ensures the lowest pricing for vehicle purchases. Attached are the sales quote, a brochure, the Oregon State Purchasing agreement and the sales proposal from Ron Tonkin Toyota. This intermediate procurement (\$25,000 to \$250,000) complies with City procurement guidelines and Oregon Revised Statute. There is adequate funding within the Building Division Fleet Replacement Fund to support and fund these two replacement assets.

OPTIONS:

1. Approve Purchase of Two Building Division Replacement Vehicles.
2. Approve Purchase of Two Building Division Replacement Vehicles with Amendments.
3. Deny Purchase of Two Building Division Replacement Vehicles and provide further direction.

BUDGET IMPACT:

Amount	\$72,751.44
Fiscal Year(s):	2026/27
Funding Source(s):	Building Division Fleet Replacement Fund
Included in Approved Budget:	Yes



TOYOTA

2026 RAV4

Activate your full potential.

With bold design, advanced electrified performance and the versatility to match your lifestyle, RAV4 delivers capability with character—for every kind of driver, on every kind of day.



Bold design. Endless destinations.



Personalized by design.

An all-new RAV4 means all-new bold styling. Stand out with distinct taillights, spacious interiors and signature looks. From Woodland's adventurous spirit and Limited's athletic presence, to the sporty edge of SE and XSE, discover which one helps bring out the best of you.



Exterior LED Lighting

Standard dual beam projector LED headlights brighten the road ahead with crisp light, while available LED fog lights help enhance visibility whenever you need it. In the back, stylish LED taillights leave a lasting impression with their modern design.



Woodland Rugged Exterior

Adventure-ready design meets dynamic capability. RAV4 Woodland's bold front bumper houses standard Rigid Industries®³ LED fog lights that help enhance visibility when the dust or fog rolls in.

Intuitive by design. Ready for anything.

From the moment you step in, experience comfort that's unmistakable and space designed for your every plan.



Modern Interior Cabin

Designed with you in mind, RAV4's interior makes comfort feel effortless. From intuitive controls within easy reach, to space that adapts to your needs, RAV4 is ready to amplify your day no matter where you go.



Power Tilt/Slide Panoramic Glass Roof

Let fresh air and natural light fill every seat with RAV4's available panoramic glass roof that features power tilt and slide capability.



Power-Adjustable SofTex®-Trimmed Seats

Quick and comfortable seating. Both the driver and front passenger can customize their ideal seat positions with RAV4's available 8-way power-adjustable front seats, and the driver's seat also features memory settings for added convenience.



Heated Rear Seats

Warm up the whole crew with RAV4's available heated rear outboard seats, designed for chilly days and cozy nights.

INTERIOR & COMFORT



Heated and Ventilated Front Seats

Whether it's cool mornings or hot afternoons, available heated and ventilated front seats keep you feeling just right.



Woodland Interior Design

Inspired by trail-ready gear, Woodland's vibrant orange stitching brings the spirit of the wild to the seats, steering wheel and center console lid. Distinct patterns on the door and dash, plus a side dash compartment, make every drive feel like a call to adventure.



Cargo Capacity

Room to pack, freedom to play. RAV4's up to 70.4 cu. ft. of cargo space with the second-row seats folded down and easy-fold 60/40 rear seats give you the versatility to bring along whatever the trail—or tailgate—calls for.



All-Weather Floor and Cargo Mats

Ready for sand, mud and everything in between, RAV4 Woodland's all-weather floor and cargo mats ⁶ help keep your cabin adventure-ready with outdoor-inspired, Woodland-exclusive designs.

Adaptable in nature. Capable by design.

Fun can change by the day. RAV4 offers multiple drivetrain options, including AWD for trail-ready confidence or FWD for fuel-saving efficiency, so you can embrace wherever your weekend takes you.



Impressive Towing Capacity

Tow trailers, gear and more with up to 3500 lbs. of towing capacity, designed for your active life.



All-Terrain Tires

Whether you're on the road or off the beaten path, RAV4 Woodland's 18-in. alloy wheels wrapped with all-terrain tires ¹¹ provide a 0.4-in. lift, along with confident grip and control.



Front-Wheel Drive

Available on LE, SE, and XLE Premium, RAV4's Front-Wheel Drive enhances efficiency without sacrificing its athletic feel.



Raised Roof Rails With Cross Bars

Load up and head out without a hitch. Proudly bearing the Woodland badge, RAV4 Woodland's standard raised roof rails with cross bars give you more ways to bring your gear along.



3D Multi-Terrain Monitor

Whether it's dirt, gravel or an uneven path, Woodland's 3D Multi-Terrain Monitor helps you see what's underfoot, so you can push forward with confidence.



Enhanced Hybrid System

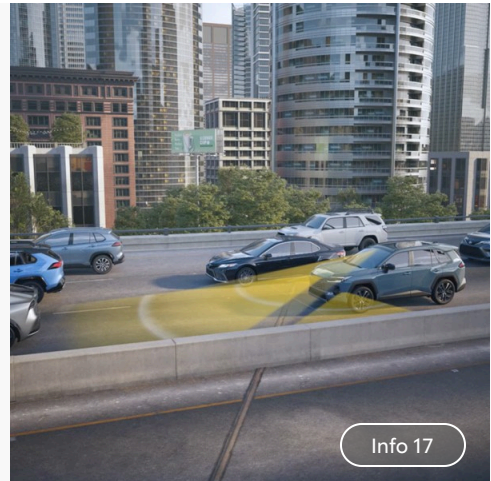
Increased horsepower, reliable performance. RAV4's enhanced hybrid system also gives you increased fuel efficiency and confidence to chase new experiences, near or far.

Bring your world closer.

Technology

Traffic Jam Assist

This available feature helps you navigate the ebb and flow of stop-and-go traffic on controlled-access highways by providing control of the vehicle at speeds under 25 mph. ¹⁴ Requires an active Drive Connect trial or subscription. ¹⁵ 5G network dependent.



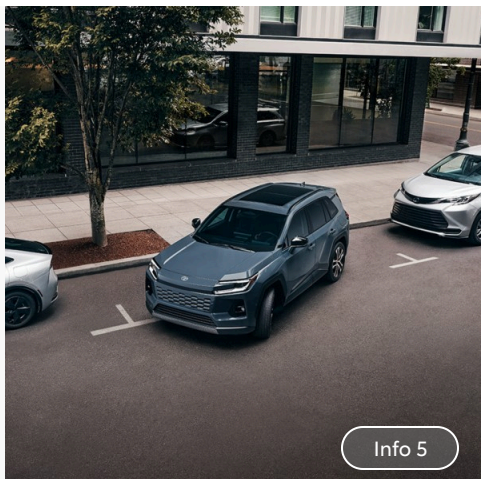
Info 17

12.9-In. Toyota Audio Multimedia

Tap into the latest. RAV4's new available 12.9-in. multimedia touchscreen puts entertainment, directions and controls front and center with crisp visuals and seamless voice commands.

12.3-In. Digital Gauge Cluster

Designed to feel like a natural extension of your multimedia touchscreen experience, the standard customizable 12.3-in. digital gauge cluster keeps your most important info right in sight.



Info 5

Advanced Park

RAV4's available Advanced Park ¹⁶ makes fitting into a tight spot possible with the press of a button. Take your hands off the wheel and watch this advanced system work its magic.

Convenience

Dual Qi Wireless Chargers

Keep the energy flowing. Available dual Qi-compatible wireless chargers ¹⁸ help keep you powered up, no matter where you're headed.

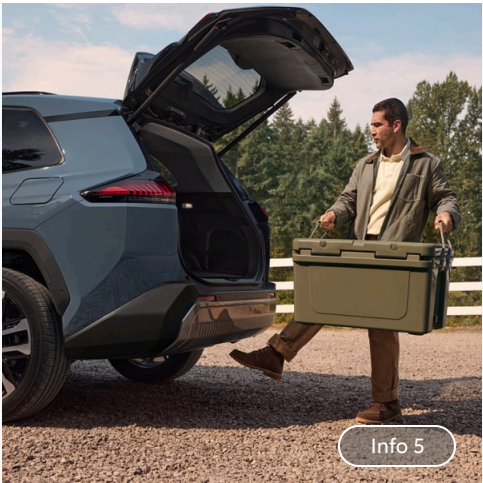


1500-Watt AC Power Outlet

Power up the good stuff, from coffee makers to air pumps. RAV4's available rear cargo 1500W outlet ¹⁹ helps you bring more fun to your latest adventure.

Five USB-C Charging Ports

Stay charged and connected no matter where you sit with up to five USB-C ports ²⁰ throughout the cabin—including a high-power front media port for accelerated charging and media access.



Hands-Free Power Liftgate

With a kick sensor under the rear bumper, RAV4's available hands-free power liftgate ²¹ opens with a simple foot motion, making loading and unloading easy and convenient.

Audio Multimedia



SiriusXM® with 360L 3-Month Trial Subscription

Debuting for Toyota on RAV4, SiriusXM® ²² with 360L brings you the most extensive and personalized audio experience on the road. With a 3-month trial subscription to SiriusXM® with 360L, you get access to all of your favorite entertainment from SiriusXM® to enjoy in your vehicle and on the SiriusXM® app—including ad-free music, plus talk, sports, comedy, news, podcasts and more. Plus, unlock other exclusives on the SiriusXM® app that bring you even closer to your favorite stars, artists, creators, hosts and athletes.



Toyota Audio Multimedia

Toyota's latest generation Audio Multimedia system enhances every moment behind the wheel of your RAV4 while heightening your interaction through sight, touch and voice activation, helping you stay connected to every adventure.



Wireless Apple CarPlay®

Bring along a familiar interface. With RAV4's wireless Apple CarPlay® ²³ compatibility, you can use your compatible iPhone® ²⁴ with the audio multimedia system to get directions, make calls, send and receive messages and listen to music, all while staying focused behind the wheel.



Wireless Android Auto™

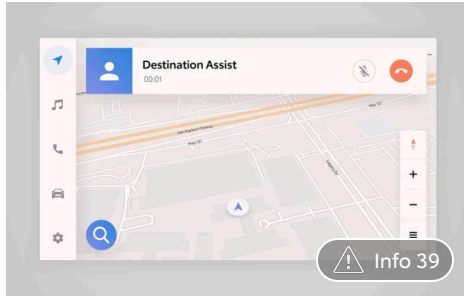
Stay connected on the road. By pairing your compatible Android™ ²⁵ phone with the audio multimedia system, Android Auto™ ²⁶ lets you get real-time traffic alerts, make and receive phone calls, listen to your favorite soundtrack and more.



JBL® Premium Audio System

Enhance the soundtrack to every adventure with RAV4's available JBL® ²⁷ Premium Audio system. With nine speakers, including an amplifier and a subwoofer, this next-gen system brings your audio to life.

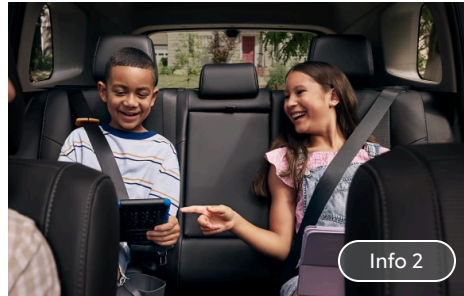
Connected Services



Info 39

Drive Connect

With an active Drive Connect ¹⁵ trial or subscription, the Cloud Navigation ²⁹ and Intelligent Assistant ³⁰ features help you find where you need to be, while Destination Assist ³¹ allows you to talk to a live agent as they help you find your destination's coordinates and offer directions on how to get there. 1-year trial subscription included on select trims. 5G network dependent.



Info 2

Wi-Fi Connect

Turn RAV4 into a hotspot. With an active Wi-Fi Connect ³² trial or subscription, you can easily connect up to ten devices. And, depending on your existing mobile provider, you can add the Wi-Fi Connect subscription to your current mobile plan. We'll even include a 30-day trial subscription with unlimited hotspot data to get you started. 5G network dependent.



Info 40

Remote Connect

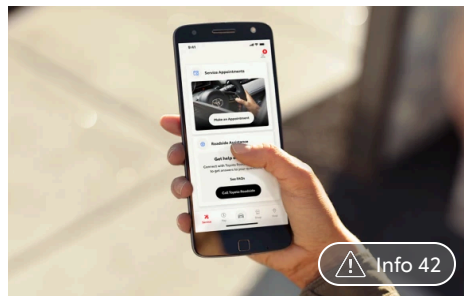
RAV4 is up to speed with the latest tech. With an active Remote Connect ³³ trial or subscription, you can start the engine, lock/unlock doors and locate your vehicle using the Toyota app ³⁴ through your compatible smartphone or smartwatch. 1-year trial included. 5G network dependent.



Info 41

Safety Connect®

Connect to our 24/7 response center in case of an accident or emergency with the press of a button. You also get 24/7 Roadside Assistance ³⁵ and Stolen Vehicle Locator ³⁶ to give you peace of mind that help is on the way. ³⁷ Activation required. 5-year-minimum trial included. 5G network dependent.



Info 42

Service Connect

Stay up to date with your RAV4's information, such as status and alerts, maintenance reminders and more. ³⁸ It's a convenient way to help make sure your RAV4 is running at its best. 5-year-minimum trial included. 5G network dependent.

Safety and Convenience



Blind Spot Monitor With Rear Cross-Traffic Alert

RAV4's Blind Spot Monitor (BSM) ⁴³ warns you when a vehicle enters your blind spot and Rear Cross-Traffic Alert (RCTA) ⁴⁴ helps detect vehicles approaching from the sides as you reverse. Additionally, Safe Exit Alert (SEA) ⁴⁵ helps alert passengers of approaching vehicles or cyclists when a door is opening.



Panoramic View Monitor With 3D View

The Panoramic View Monitor (PVM), ⁴⁶ now with 3D view, helps you see multiple angles as you navigate tight turns, narrow spaces and tricky parking.



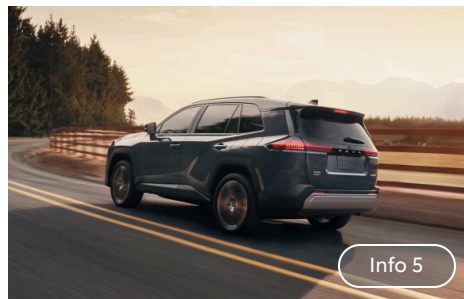
Drive Recorder Dash Cam

From unexpected moments to everyday drives: The standard Drive Recorder Dash Cam ⁴⁷ helps document portions of your journey by capturing front and rear video under certain conditions.



Eight Airbags

RAV4 comes standard with eight airbags ⁴⁸ total, including a driver and front passenger Advanced Airbag System with driver and front passenger seat-mounted side airbags, driver knee airbag, a front passenger seat-cushion airbag, and front and rear side curtain airbags.



Star Safety System™

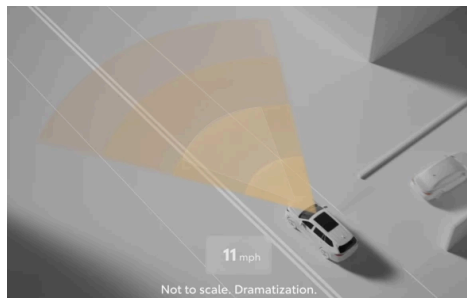
Every new RAV4 is built with our Star Safety System™, an advanced integration of safety technologies designed to enhance traction, braking and more. Armed with these safety features, RAV4 is designed to keep you out of harm's way.



No Cost Maintenance Plan and Roadside Assistance

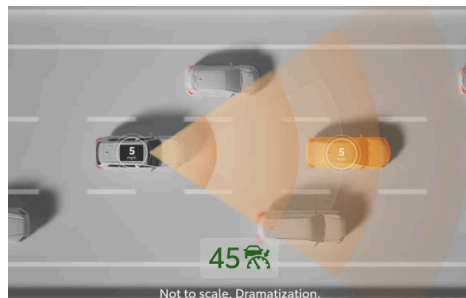
Every new Toyota comes with ToyotaCare, ⁴⁹ a maintenance plan that covers initial normal factory scheduled service and 24-hour Roadside Assistance.

Toyota Safety Sense™ 4.0 ⁵¹



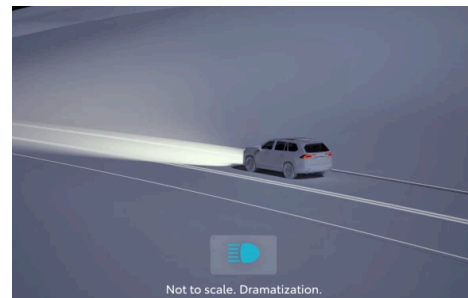
Pre-Collision System With Pedestrian Detection

PCS w/PD ⁵² can alert you to potential collisions and may automatically brake.



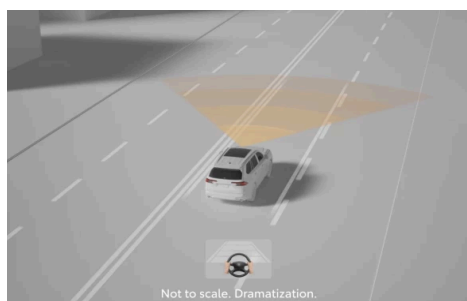
Full-Speed Range Dynamic Radar Cruise Control

DRCC ⁵³ helps maintain a preset distance from the vehicle ahead of you, from highway speeds down to a full stop.



Automatic High Beams

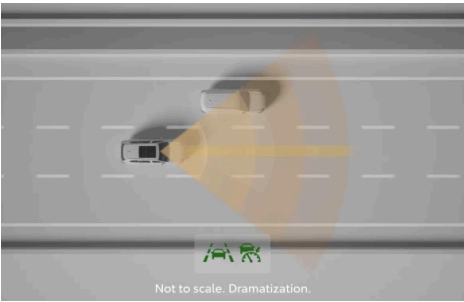
AHB ⁵⁴ can automatically toggle between high and low beams based on the vehicle's surroundings.



Lane Departure Alert With Steering Assist

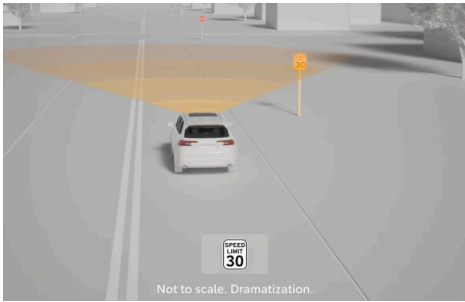
LDA w/SA ⁵⁵ may alert you to inadvertent lane departures and make minor steering corrections to help keep you in your lane.

MORE FEATURES



Lane Tracing Assist

LTA ⁵⁶ helps you center the vehicle within its lane while DRCC ⁵⁷ is active.



Road Sign Assist

RSA ⁵⁸ can recognize certain road signs and display them to you inside the vehicle.



Proactive Driving Assist

PDA ⁵⁹ may provide gentle braking and/or steering to help control distance between your vehicle and a vehicle, pedestrian or bicyclist ahead of you.

Powerfully dynamic.



Hybrid Powertrain

Hybrid Electric Vehicles use a combination of gas engine and electric motor(s) to maximize power and efficiency.

PHEV Powertrain

Plug-in Hybrid Electric Vehicles combine a gas engine with a larger battery, powered by an external charge, to maximize efficiency and driving range.



Beyond Zero



BEYOND ZERO

Beyond Zero is our vision to reach carbon neutrality with our products, services and operations, and go beyond, as we find new ways to create a better world. The Hybrid EV RAV4 is one of the many ways we are reducing carbon emissions to drive toward our Beyond Zero vision.

We currently offer more low and zero emission vehicles combined than any other automaker, to give customers numerous choices to reduce their carbon footprint.

Hybrid EV

RAV4 is a part of the Hybrid Family.

The Power of Choice

Our lineup brings you more than just your choice of electrified powertrains: Hybrid, Plug-in Hybrid, Battery EV and Fuel Cell EV. Whatever you're looking for in a ride—size, style, efficiency, speed—there's a vehicle to suit your lifestyle that allows you to put more electrified miles on the road.

Going Above and Beyond

Whether Toyota is decreasing its plastic waste, supporting water conservation efforts, or expanding programs that protect critical species, we are committed to reducing our environmental footprint and creating a positive impact on society. See Environmental Sustainability (toyota.com) for more information.

RAV4 GRADES



LE

Mechanical Features

- ✓ Front-Wheel Drive (FWD)
- ✓ Hybrid powertrain: 2.5-Liter Dynamic Force 4-Cylinder with SPORT, Eco, NORMAL, EV, ⁶¹ TRAIL, SNOW drive modes
- ✓ Emission rating: Super Ultra Low Emission Vehicle (SULEV)
- ✓ Compression ratio: 14:1

Exterior Features

- ✓ LED projector low- and high-beam headlights, Daytime Running Lights (DRL), front side marker light, parking light and front turn signal light with chrome accent, Automatic High Beams (AHB) ⁵⁴ auto on/off
- ✓ LED taillights
- ✓ LED Daytime Running Lights (DRL)
- ✓ Intermittent windshield wipers and intermittent rear window wiper

Interior Features

- ✓ 12.3-in. digital gauge cluster with customizable settings, integrated multimedia information, odometer, tripmeters, clock, outside temperature, rear passenger seatbelt indicators, fuel gauge, hybrid energy monitor, battery charge meter, fuel economy information, trip timer, shift-position and scheduled maintenance indicators, and warning messages
- ✓ Smart Key System on front doors with Push Button Start, remote keyless entry system with lock, unlock and panic functions, and remote illuminated entry
- ✓ Two 15w front USB-C charging ports ²⁰ and one center console media USB-C charging port ²⁰
- ✓ Overhead console with maplights, sunglasses storage and Safety Connect® ³⁷ button

Audio Multimedia

- ✓ 10.5-in. Toyota Audio Multimedia, six speakers, with wireless Apple CarPlay® ²³ & Android Auto™ ²⁶ compatibility, SiriusXM® with 360L ⁶² 3-month trial subscription. See toyota.com/connected-services for details.
- ✓ Drive Recorder Dash Cam ⁴⁷

Connected Services

- ✓ Remote Connect ³³
- ✓ Safety Connect® ³⁷
- ✓ Service Connect ³⁸

Safety/Convenience

- ✓ Toyota Safety Sense™ 4.0 (TSS 4.0) ⁵¹
- ✓ Blind Spot Monitor (BSM) ⁴³ with Rear Cross-Traffic Alert (RCTA) ⁴⁴ and Safe Exit Alert (SEA) ⁴⁵
- ✓ Eight airbags ⁴⁸
- ✓ Star Safety System™



SE

Mechanical Features

- ✓ Front-Wheel Drive (FWD)
- ✓ Hybrid powertrain: 2.5-Liter Dynamic Force 4-Cylinder with SPORT, Eco, NORMAL, EV, ⁶¹ TRAIL, SNOW drive modes
- ✓ Emission rating: Super Ultra Low Emission Vehicle (SULEV)
- ✓ Compression ratio: 14:1

Exterior Features

- ✓ LED projector low- and high-beam headlights, Daytime Running Lights (DRL), front side marker light, parking light and front turn signal light with chrome accent, Automatic High Beams (AHB) ⁵⁴ auto on/off
- ✓ LED taillights
- ✓ 18-in. multi-spoke black sport alloy wheels with black lug nuts
- ✓ LED Daytime Running Lights (DRL)

Interior Features

- ✓ Fabric-trimmed seats, heated front seats (high-low)
- ✓ 12.3-in. digital gauge cluster with customizable settings, integrated multimedia information, odometer, tripmeters, clock, outside temperature, rear passenger seatbelt indicators, fuel gauge, hybrid energy monitor, battery charge meter, fuel economy information, trip timer, shift-position and scheduled maintenance indicators, and warning messages
- ✓ Two 15w front USB-C, two rear 15w USB-C charging ports ²⁰ and one center console media USB-C charging port ²⁰
- ✓ Overhead console with maplights, sunglasses storage and Safety Connect® ³⁷ button

Audio Multimedia

- ✓ 10.5-in. Toyota Audio Multimedia, six speakers, with wireless Apple CarPlay® ²³ & Android Auto™ ²⁶ compatibility, SiriusXM® with 360L ⁶² 3-month trial subscription. See toyota.com/connected-services for details.
- ✓ Drive Recorder Dash Cam ⁴⁷

Connected Services

- ✓ Remote Connect ³³
- ✓ Safety Connect® ³⁷
- ✓ Service Connect ³⁸

Safety/Convenience

- ✓ Toyota Safety Sense™ 4.0 (TSS 4.0) ⁵¹
- ✓ Blind Spot Monitor (BSM) ⁴³ with Rear Cross-Traffic Alert (RCTA) ⁴⁴ and Safe Exit Alert (SEA) ⁴⁵
- ✓ Eight airbags ⁴⁸
- ✓ Star Safety System™

Options and Packages

- ✓ Convenience Package
- ✓ Moonroof Package
- ✓ Weather Package



XLE Premium

Mechanical Features

- ✓ Front-Wheel Drive (FWD)
- ✓ Hybrid powertrain: 2.5-Liter Dynamic Force 4-Cylinder with SPORT, Eco, NORMAL, EV, ⁶¹ TRAIL, SNOW drive modes
- ✓ Emission rating: Super Ultra Low Emission Vehicle (SULEV)
- ✓ Compression ratio: 14:1

Exterior Features

- ✓ LED projector low- and high-beam headlights, Daytime Running Lights (DRL), front side marker light, parking light and front turn signal light with chrome accent, Automatic High Beams (AHB) ⁵⁴ auto on/off
- ✓ LED taillights
- ✓ Piano-black heated power outside mirrors with turn signal and blind spot warning indicators ⁴³
- ✓ LED Daytime Running Lights (DRL)

Interior Features

- ✓ 12.3-in. digital gauge cluster with customizable settings, integrated multimedia information, odometer, tripmeters, clock, outside temperature, rear passenger seatbelt indicators, fuel gauge, hybrid energy monitor, battery charge meter, fuel economy information, trip timer, shift-position and scheduled maintenance indicators, and warning messages
- ✓ SofTex®-trimmed seats, heated front seats (high-low)
- ✓ Two 45w front USB-C, two 15w rear USB-C charging ports ²⁰ and one center console media USB-C charging port ²⁰
- ✓ Digital Key ⁶³ capability

Audio Multimedia

- ✓ 10.5-in. Toyota Audio Multimedia, six speakers, with wireless Apple CarPlay® ²³ & Android Auto™ ²⁶ compatibility, SiriusXM® with 360L ⁶² 3-month trial subscription. See toyota.com/connected-services for details.
- ✓ Drive Recorder Dash Cam ⁴⁷

Connected Services

- ✓ Remote Connect ³³
- ✓ Safety Connect® ³⁷
- ✓ Service Connect ³⁸

Safety/Convenience

- ✓ Toyota Safety Sense™ 4.0 (TSS 4.0) ⁵¹
- ✓ Eight airbags ⁴⁸
- ✓ Blind Spot Monitor (BSM) ⁴³ with Rear Cross-Traffic Alert (RCTA) ⁴⁴ and Safe Exit Alert (SEA) ⁴⁵
- ✓ Star Safety System™

Options and Packages

- ✓ XLE Driver Assist Package
- ✓ Panoramic Moonroof Package

RAV4 GRADES



Woodland

Mechanical Features

- ✓ All-Wheel Drive Integrated Management (AIM) with Multi-Information Display (MID) monitor
- ✓ All-Wheel Drive (AWD)
- ✓ Hybrid powertrain: 2.5-Liter Dynamic Force 4-Cylinder with SPORT, Eco, NORMAL, EV, ⁶¹ TRAIL, SNOW drive modes
- ✓ Emission rating: Super Ultra Low Emission Vehicle (SULEV)

Exterior Features

- ✓ All-terrain tires ¹¹
- ✓ Unique Woodland-branded raised black roof rails with cross bars
- ✓ Integrated Rigid Industries® ³ LED fog lights
- ✓ LED taillights

Interior Features

- ✓ Woodland all-weather floor mats ⁶ and cargo liner
- ✓ One 120V/1500W AC power outlet in cargo area ¹⁹
- ✓ 12.3-in. digital gauge cluster with customizable settings, integrated multimedia information, odometer, tripmeters, clock, outside temperature, rear passenger seatbelt indicators, fuel gauge, hybrid energy monitor, battery charge meter, fuel economy information, trip timer, shift-position and scheduled maintenance indicators, and warning messages
- ✓ SofTex®-trimmed seats, heated front seats (high-low)
- ✓ Two 45w front USB-C, two 15w rear USB-C charging ports ²⁰ and one center console media USB-C charging port ²⁰

Audio Multimedia

- ✓ 10.5-in. Toyota Audio Multimedia, six speakers, with wireless Apple CarPlay® ²³ & Android Auto™ ²⁶ compatibility, SiriusXM® with 360L ⁶² 3-month trial subscription. See toyota.com/connected-services for details.
- ✓ Drive Recorder Dash Cam ⁴⁷

Connected Services

- ✓ Remote Connect ³³
- ✓ Safety Connect® ³⁷
- ✓ Service Connect ³⁸

Safety/Convenience

- ✓ Toyota Safety Sense™ 4.0 (TSS 4.0) ⁵¹
- ✓ Eight airbags ⁴⁸
- ✓ Blind Spot Monitor (BSM) ⁴³ with Rear Cross-Traffic Alert (RCTA) ⁴⁴ and Safe Exit Alert (SEA) ⁴⁵
- ✓ Panoramic View Monitor (PVM) ⁴⁶ with 3D 360-degree Overhead View in low-speed drive and reverse, and Curb View

Options and Packages

- ✓ Moonroof Package



XSE

Mechanical Features

- ✓ All-Wheel Drive Integrated Management (AIM) with Multi-Information Display (MID) monitor
- ✓ All-Wheel Drive (AWD)
- ✓ Hybrid powertrain: 2.5-Liter Dynamic Force 4-Cylinder with SPORT, Eco, NORMAL, EV, ⁶¹ TRAIL, SNOW drive modes
- ✓ Emission rating: Super Ultra Low Emission Vehicle (SULEV)

Exterior Features

- ✓ Hands-free power liftgate ²¹ with jam protection
- ✓ LED taillights
- ✓ LED projector low- and high-beam headlights, Daytime Running Lights (DRL), front side marker light, parking light and front turn signal light with chrome accent, Automatic High Beams (AHB) ⁵⁴ auto on/off

Interior Features

- ✓ SofTex®/synthetic suede-trimmed seats, heated and ventilated front seats (high-mid-low)
- ✓ 12.3-in. digital gauge cluster with customizable settings, integrated multimedia information, odometer, tripmeters, clock, outside temperature, rear passenger seatbelt indicators, fuel gauge, hybrid energy monitor, battery charge meter, fuel economy information, trip timer, shift-position and scheduled maintenance indicators, and warning messages
- ✓ Two 45w front USB-C, two 15w rear USB-C charging ports ²⁰ and one center console media USB-C charging port ²⁰

Audio Multimedia

- ✓ 12.9-in. Toyota Audio Multimedia, six speakers, with wireless Apple CarPlay® ²³ & Android Auto™ ²⁶ compatibility, SiriusXM® with 360L ⁶² 3-month trial subscription. See toyota.com/connected-services for details.
- ✓ Drive Recorder Dash Cam ⁴⁷

Connected Services

- ✓ Remote Connect ³³
- ✓ Safety Connect® ³⁷
- ✓ Service Connect ³⁸

Safety/Convenience

- ✓ Toyota Safety Sense™ 4.0 (TSS 4.0) ⁵¹
- ✓ Panoramic View Monitor (PVM) ⁴⁶ with 3D 360-degree Overhead View in low-speed drive and reverse, and Curb View
- ✓ Eight airbags ⁴⁸
- ✓ Blind Spot Monitor (BSM) ⁴³ with Rear Cross-Traffic Alert (RCTA) ⁴⁴ and Safe Exit Alert (SEA) ⁴⁵

Options and Packages

- ✓ Panoramic Moonroof Package
- ✓ XSE Driver Assist Package
- ✓ JBL® Premium Audio Package



Limited

Mechanical Features

- ✓ All-Wheel Drive Integrated Management (AIM) with Multi-Information Display (MID) monitor
- ✓ All-Wheel Drive (AWD)
- ✓ Hybrid powertrain: 2.5-Liter Dynamic Force 4-Cylinder with SPORT, Eco, NORMAL, EV, ⁶¹ TRAIL, SNOW drive modes
- ✓ Emission rating: Super Ultra Low Emission Vehicle (SULEV)

Exterior Features

- ✓ Hands-free power liftgate ²¹ with jam protection
- ✓ LED taillights
- ✓ LED projector low- and high-beam headlights, Daytime Running Lights (DRL), front side marker light, parking light and front turn signal light with chrome accent, Automatic High Beams (AHB) ⁵⁴ auto on/off

Interior Features

- ✓ SofTex®-trimmed seats, heated and ventilated front seats (high-mid-low), heated rear seats (on-off)
- ✓ 12.3-in. digital gauge cluster with customizable settings, integrated multimedia information, odometer, tripmeters, clock, outside temperature, rear passenger seatbelt indicators, fuel gauge, hybrid energy monitor, battery charge meter, fuel economy information, trip timer, shift-position and scheduled maintenance indicators, and warning messages
- ✓ Two 45w front USB-C, two 15w rear USB-C charging ports ²⁰ and one center console media USB-C charging port ²⁰
- ✓ Digital Key ⁶³ capability

Audio Multimedia

- ✓ 12.9-in. Toyota Audio Multimedia, 9-speaker JBL® ²⁷ Premium Audio including subwoofer and amplifier, with wireless Apple CarPlay® ²³ & Android Auto™ ²⁶ compatibility, SiriusXM® with 360L ⁶² 3-month trial subscription. See toyota.com/connected-services for details.
- ✓ Drive Recorder Dash Cam ⁴⁷

Connected Services

- ✓ Remote Connect ³³
- ✓ Safety Connect® ³⁷
- ✓ Service Connect ³⁸

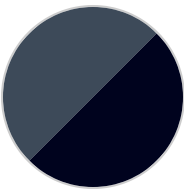
Safety/Convenience

- ✓ Toyota Safety Sense™ 4.0 (TSS 4.0) ⁵¹
- ✓ Advanced Park ¹⁶
- ✓ Panoramic View Monitor (PVM) ⁴⁶ with 3D 360-degree Overhead View in low-speed drive and reverse, and Curb View
- ✓ Eight airbags ⁴⁸

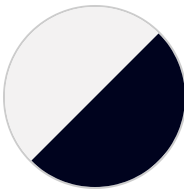
Options and Packages

- ✓ 20-In. Wheel Package
- ✓ 10-In. Color Head-Up Display (HUD)

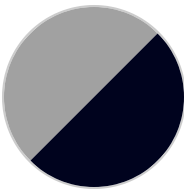
EXTERIOR



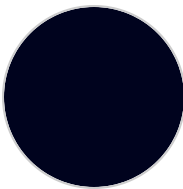
Storm Cloud with
Midnight Black
Metallic roof ⁶⁴



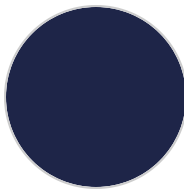
Wind Chill Pearl
with Midnight
Black Metallic roof ⁶⁴



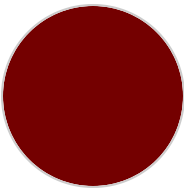
Meteor Shower
with Midnight
Black Metallic roof ⁶⁴



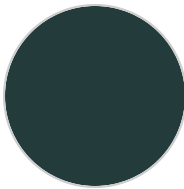
Midnight Black
Metallic



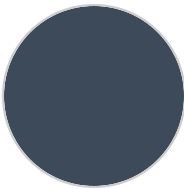
Blueprint



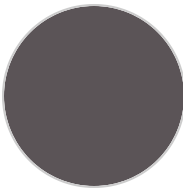
Ruby Flare Pearl ⁶⁴



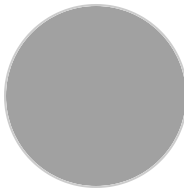
Everest



Storm Cloud



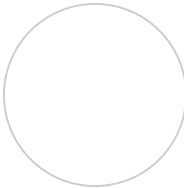
Urban Rock



Meteor Shower

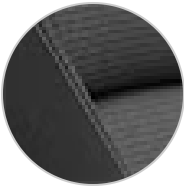


Wind Chill Pearl ⁶⁴

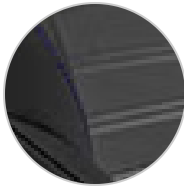


Ice Cap

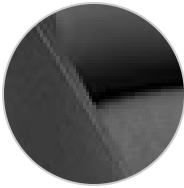
INTERIOR



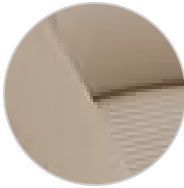
Black Fabric



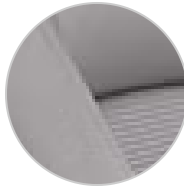
Black/Blue Fabric



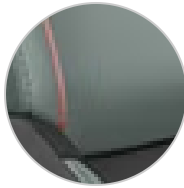
Black SofTex®



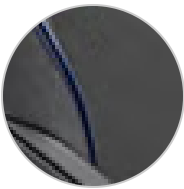
Harvest Beige
SofTex®



Light Gray SofTex®



Mineral SofTex®



Black/Blue
SofTex® Mixed
Media

Exterior	LE	SE	XLE Premium	Woodland	XSE	Limited
Intermittent windshield wipers and intermittent rear window wiper	S					
Rain-sensing variable intermittent windshield wipers with de-icer function and intermittent rear window wiper		A	A	S	A	S
Variable intermittent windshield wipers and intermittent rear window wiper		S	S		S	
Privacy glass on all rear side, quarter and liftgate windows	S	S	S	S	S	S
Piano-black heated power outside mirrors with turn signal and blind spot warning indicators ⁴³		S	S			
Piano-black heated power outside mirrors with turn signal and blind spot warning indicators, ⁴³ and puddle lights				S	S	S
Satin-black power outside mirrors with turn signal and blind spot warning indicators ⁴³	S					
Color-keyed upper front bumper, and satin-black lower front bumper, overfenders and rear bumper	S		S			
Color-keyed upper front bumper, satin black overfenders, silver-painted lower front bumper and rear bumper				S		S
Color-keyed upper front bumper, silver-painted rear bumper, piano-black overfenders and lower front bumper		S			S	
Wide overfenders with black cladding and an ascending belt line with chiseled body panels	S		S			S
Two-tone exterior color ⁶⁴					A	
Low-profile black roof rails	S	S	S		S	S
Unique Woodland-branded raised black roof rails with cross bars				S		
LED projector low- and high-beam headlights, Daytime Running Lights (DRL), front side marker light, parking light and front turn signal light with chrome accent, Automatic High Beams (AHB) ⁵⁴ auto on/off	S	S	S	S	S	S
Aero-stabilizing fins and underbody with active front spats	S	S	S	S	S	S
LED Daytime Running Lights (DRL)	S	S	S	S	S	S
Integrated LED fog lights						S
Integrated Rigid Industries® ³ LED fog lights				S		
Vertical LED front bumper accent lights					S	
Hands-free power liftgate ²¹ with jam protection					S	S
Height-adjustable power liftgate ²¹ with jam protection		A	S	S		
All-terrain tires ¹¹				S		
Black exterior accents, including outside door handles and rear hatch garnish				S		
Black outside door handles with touch-sensor lock/unlock feature on front doors				S		
Tow hitch ⁶⁵				S		
Dual exhaust	S	S	S	S	S	S
Black roof-mounted shark-fin antenna	S	S	S	S	S	S
17-in. dark gray metallic wheels	S					
18-in. dark gray metallic wheels			S			
18-in. machined 5-spoke dark gray metallic wheels						S

Exterior (continued)

	LE	SE	XLE Premium	Woodland	XSE	Limited
18-in. multi-spoke black sport alloy wheels with black lug nuts		S				
20-in. multi-spoke black sport alloy wheels with black lug nuts					S	
20-in. multi-spoke machined black wheels						A
Unique 18-in. 6-spoke matte-metallic gray alloy wheels with black lug nuts				S		
LED taillights	S	S	S	S	S	S
Black Woodland and powertrain badging				S		
Panoramic tilt/slide panoramic moonroof			A		A	S
Power tilt/slide moonroof with one-touch open/close		A		A	S	
Body-colored grille	S	S	S		S	S
Body-colored grille with dark chrome accents		S			S	
Body-colored grille with satin chrome accents						S
Unique rugged front bumper design with satin-black upper and lower grilles				S		

Interior

Dual zone automatic climate control system with dust and pollen filter and rear-seat vents	S	S	S	S	S	S
Leather-trimmed shift lever with sequential mode		S	S	S	S	
Shift lever with sequential mode	S					
Toggle shift-by-wire shifter lever					A	S
Sun visors with illuminated vanity mirrors	S	S	S	S	S	S
Electric Parking Brake (EPB) ⁶⁶ with Brake Hold ⁶⁷	S	S	S	S	S	S
Color Head-Up Display (HUD) with speedometer and Road Sign Assist (RSA) ⁵⁸						A
Digital Key ⁶³ capability — Digital Key enables smartphone to be used instead of a physical key (Remote Connect ³³ subscription required)			S	S	S	S
Remote keyless entry system with lock, unlock, panic functions and remote illuminated entry	S	S	S	S	S	S
Smart Key System on front doors and liftgate ²¹ with Push Button Start, remote keyless entry system with lock, unlock and panic functions, power liftgate and remote illuminated entry		A	S	S	S	S
Smart Key System on front doors with Push Button Start, remote keyless entry system with lock, unlock and panic functions, and remote illuminated entry	S	S				
Heated leather-trimmed tilt/telescopic 3-spoke steering wheel with silver accent and controls for audio, Multi-Information Display (MID), Bluetooth [®] ⁶⁸ hands-free phone, voice-command, Dynamic Radar Cruise Control (DRCC), ⁵⁷ Lane Departure Alert (LDA), ⁵⁵ and Lane Trace Assist (LTA) ⁵⁶		A	A	S	A	S
Leather-trimmed tilt/telescopic 3-spoke steering wheel with silver accent and controls for audio, Multi-Information Display (MID), Bluetooth [®] ⁶⁸ hands-free phone, voice-command, Dynamic Radar Cruise Control (DRCC), ⁵⁷ Lane Departure Alert (LDA), ⁵⁵ and Lane Trace Assist (LTA) ⁵⁶		S	S		S	

Interior (continued)	LE	SE	XLE Premium	Woodland	XSE	Limited
Turn signal stalk with headlight controls and one-touch 3-blink lane change turn signals	S	S	S	S	S	S
Urethane tilt/telescopic 3-spoke steering wheel with controls for audio, Multi-Information Display (MID), Bluetooth® ⁶⁸ hands-free phone, voice-command, Dynamic Radar Cruise Control (DRCC), ⁵⁷ Lane Departure Alert (LDA) ⁵⁵ and Lane Trace Assist (LTA) ⁵⁶	S					
12.3-in. digital gauge cluster with customizable settings, integrated multimedia information, odometer, tripmeters, clock, outside temperature, rear passenger seatbelt indicators, fuel gauge, hybrid energy monitor, battery charge meter, fuel economy information, trip timer, shift-position and scheduled maintenance indicators, and warning messages	S	S	S	S	S	S
Center console with covered storage compartment, reversible armrest/console tray, two cup holders, drive mode (Trail, Snow, Normal and EV Mode ⁶¹), auto LSD/VSC, Electric Parking Brake (EPB) ⁶⁶ and automatic Brake Hold ⁶⁷ controls, and front storage tray	A	A	A	S	S	S
Center console with covered storage compartment, reversible armrest/console tray, two cup holders, drive mode, EV Mode, ⁶¹ auto LSD/VSC, Electric Parking Brake (EPB) ⁶⁶ and automatic Brake Hold ⁶⁷ controls, and front storage tray	S	S	S			
Dual-purpose storage door hand holds	S	S	S	S	S	S
Front-door storage pockets with bottle holders	S	S	S	S	S	S
Passenger-side lockable glove compartment	S	S	S	S	S	S
Removeable front cupholder divider	S	S	S	S	S	S
Two front and two rear cup holders; two front and two rear bottle holders	S	S	S	S	S	S
Cargo area light	S	S	S	S	S	S
LED front-seat reading lights, dome light and cargo area light	S	S	S	S	S	S
White ambient illuminated foot wells				S	S	S
White ambient illumination for front cup holders				S	S	S
Fabric-trimmed seats, heated front seats (high-low); 8-way power-adjustable driver's seat with lumbar support; 6-way manual front passenger seat with seatback pocket		S				
Fabric-trimmed seats; 6-way manual front seats with seatback pocket	S					
SofTex®-trimmed seats, heated and ventilated front seats (high-mid-low), heated rear seats (on-off); 8-way power-adjustable driver's seat with memory function and lumbar support; 8-way power front passenger seat with seatback pocket						S
SofTex®-trimmed seats, heated front seats (high-low); 8-way power-adjustable driver's seat with lumbar support; 6-way manual front passenger seat with seatback pocket			S	S		
SofTex®/synthetic suede-trimmed seats, heated and ventilated front seats (high-mid-low); 8-way power-adjustable driver's seat with memory function and lumbar support; 8-way power front passenger seat with seatback pocket					S	

Interior (continued)	LE	SE	XLE Premium	Woodland	XSE	Limited
60/40 split reclining fold-flat rear seat with center armrest and cup holders	S	S	S	S	S	S
Overhead console with maplights, sunglasses storage and Safety Connect® ³⁷ button	S	S	S	S	S	
Black interior door handles	A					
Silver-colored interior door handles		S	S	S	S	S
Cargo area tonneau cover	S	S	S	S	S	S
Height-adjustable rear cargo area deck board	S	S	S	S	S	S
Woodland all-weather floor mats ⁶ and cargo liner				S		
Black carpet flooring with driver-side footrest	S	S	S	S	S	S
Auto-dimming rearview mirror with HomeLink® ⁶⁹ universal transceiver					S	
Day/night rearview mirror	S	S	S	S		
Digital rearview mirror with HomeLink® ⁶⁹ universal transceiver			A		A	S
Black anti-slip in-dash storage trays				S	S	S
Blue interior stitching accents		S			S	
Uniquely patterned perforated soft-touch door and dash panels with interior red orange accents				S		
One 120V/1500W AC power outlet in cargo area ¹⁹				S		
One 12V/120W auxiliary power outlet ⁷⁰ in front instrument panel storage tray				S		
One 12V/120W auxiliary power outlet ⁷⁰ in front instrument panel storage tray and one 12V/120W auxiliary power outlet ⁷⁰ in cargo area	S	S	S		S	S
Two 15w front USB-C charging ports ²⁰ and one center console media USB-C charging port ²⁰	S					
Two 15w front USB-C, two rear 15w USB-C charging ports ²⁰ and one center console media USB-C charging port ²⁰		S				
Two 45w front USB-C, two 15w rear USB-C charging ports ²⁰ and one center console media USB-C charging port ²⁰			S	S	S	S
Dual Qi-compatible wireless charging with charge indicator light ¹⁸						S
Single Qi-compatible wireless charging with charge indicator light ¹⁸			S	S	S	
Power windows with auto up/down and jam protection in all positions	S	S	S	S	S	S
Power door locks with shift-linked automatic lock/unlock feature	S	S	S	S	S	S
Rear liftgate window defogger	S	S	S	S	S	S

Audio Multimedia

Drive Recorder Dash Cam ⁴⁷ — built-in drive recording system that utilizes front and rear (Panoramic View Monitor, if equipped) camera systems for video recording	S	S	S	S	S	S
10.5-in. Toyota Audio Multimedia, six speakers, with wireless Apple CarPlay® ²³ & Android Auto™ ²⁶ compatibility, SiriusXM® with 360L ⁶² 3-month trial subscription. See toyota.com/connected-services for details	S	S	S	S		

Audio Multimedia (continued)

LE

SE

XLE Premium

Woodland

XSE

Limited

12.9-in. Toyota Audio Multimedia, 9-speaker JBL®
²⁷ Premium Audio including subwoofer and
 amplifier, with wireless Apple CarPlay® ²³ &
 Android Auto™ ²⁶ compatibility, SiriusXM® with
 360L ⁶² 3-month trial subscription. See
toyota.com/connected-services for details

S

12.9-in. Toyota Audio Multimedia, six speakers,
 with wireless Apple CarPlay® ²³ & Android Auto™
²⁶ compatibility, SiriusXM® with 360L ⁶² 3-month
 trial subscription. See [toyota.com/connected-](https://toyota.com/connected-services)
[services](https://toyota.com/connected-services) for details

S

Safety and Convenience

Rain-sensing variable intermittent windshield
 wipers with de-icer function

A

A

S

A

S

Anti-theft system with engine immobilizer ⁷¹

S

S

S

S

S

S

Blind Spot Monitor (BSM) ⁴³ with Rear Cross-
 Traffic Alert (RCTA) ⁴⁴ and Safe Exit Alert (SEA) ⁴⁵

S

S

S

S

S

S

Downhill Assist Control (DAC) ⁷²

A

A

A

S

S

S

Front and Rear Parking Assist with Automatic
 Braking (PA w/AB) ⁷³

S

S

S

S

S

Hill Start Assist Control (HAC) ⁷⁴

S

S

S

S

S

S

Trailer-Sway Control (TSC) ⁷⁵

S

S

S

S

S

S

Vehicle Proximity Notification System (VPNS) ⁷⁶

S

S

S

S

S

S

3-point seatbelts for all seating positions; driver-
 side Emergency Locking Retractor (ELR) and
 Automatic/Emergency Locking Retractor
 (ALR/ELR) on all passenger seatbelts

S

S

S

S

S

S

Adjustable front shoulder anchors

S

S

S

S

S

S

Front and outboard second-row seatbelts with
 seatbelt pretensioners with force limiters

S

S

S

S

S

S

LATCH (Lower Anchors and Tethers for CHildren)
 includes lower anchors on outboard rear seats
 and tether anchors on all rear seats

S

S

S

S

S

S

Advanced Park ¹⁶

A

S

Front Cross-Traffic Alert (FCTA), ⁷⁷ Lane Change
 Assist (LCA), ⁷⁸ Traffic Jam Assist (TJA) ⁷⁹ and
 Driver Monitor

A

S

S

S

Toyota Safety Sense™ 4.0 (TSS 4.0) ⁵¹ — Pre-
 Collision System w/Pedestrian Detection (PCS
 w/PD), ⁸⁰ Lane Tracing Assist (LTA), ⁵⁶ Full-Speed
 Range Dynamic Radar Cruise Control (DRCC), ⁵³
 Lane Departure Alert w/Steering Assist (LDA
 w/SA), ⁵⁵ Automatic High Beams (AHB), ⁵⁴ Road
 Sign Assist (RSA), ⁵⁸ Proactive Drive Assist (PDA)
⁵⁹

S

S

S

S

S

S

Backup camera ⁸¹ with dynamic gridlines

S

S

S

S

S

S

Multi-Terrain Monitor (MTM) with selectable
 front, side and rear views

S

Panoramic View Monitor (PVM) ⁴⁶ with 3D 360-
 degree Overhead View in low-speed drive and
 reverse, and Curb View

S

S

S

Safety and Convenience (continued)

	LE	SE	XLE Premium	Woodland	XSE	Limited
Eight airbags ⁴⁸ — includes driver and front passenger Advanced Airbag System, driver and front passenger seat-mounted side airbags, driver's knee airbag, front passenger seat cushion airbag, and front and rear side curtain airbags	S	S	S	S	S	S
Tire Pressure Monitor System (TPMS) ⁸² with direct pressure readout and individual tire location alert	S	S	S	S	S	S
Front and rear side-impact door beams	S	S	S	S	S	S
Star Safety System™ — includes Vehicle Stability Control (VSC), ⁸³ Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology® (SST) ⁸⁴	S	S	S	S	S	S
Child-protector rear door locks and power window lockout control	S	S	S	S	S	S

Mechanical/Performance

Compression ratio: 14:1	S	S	S	S	S	S
Emission rating: Super Ultra Low Emission Vehicle (SULEV)	S	S	S	S	S	S
Hybrid powertrain: 2.5-Liter Dynamic Force 4-Cylinder with SPORT, Eco, NORMAL, EV, ⁶¹ TRAIL, SNOW drive modes; 226 net combined hp	S	S	S			
Hybrid powertrain: 2.5-Liter Dynamic Force 4-Cylinder with SPORT, Eco, NORMAL, EV, ⁶¹ TRAIL, SNOW drive modes; 236 net combined hp	A	A	A	S	S	S
Electronically controlled Continuously Variable Transmission (ECVT) with sequential shift mode	S	S	S	S	S	S
Engine oil cooler, automatic transmission fluid cooler and hybrid system cooler	S	S	S	S	S	S
Independent MacPherson strut front suspension with stabilizer bar; multi-link rear suspension with stabilizer bar	S	S	S	S	S	S
All-Wheel Drive (AWD)	A	A	A	S	S	S
All-Wheel Drive Integrated Management (AIM) with Multi-Information Display (MID) monitor	A	A	A	S	S	S
Front-Wheel Drive (FWD)	S	S	S			
Hill Start Assist Control (HAC) ⁷⁴	S	S	S	S	S	S
Electric Power Steering (EPS); power-assisted rack-and-pinion	S	S	S	S	S	S
Max. Torque: 170 lb.-ft. (231 N•m)	S	S	S	S	S	S
Power output (front/rear): 100/40 kW	S	S	S	S	S	S
Rated voltage: 248V (Li-ion)	S	S	S	S	S	S
Type: Sealed Lithium-ion (Li-ion)	S	S	S	S	S	S
Drive mode button with SPORT, Eco and NORMAL modes	S	S	S	S	S	S
Active Cornering Assist (ACA)	S	S	S	S	S	S
Electronically Controlled Braking (ECB) system with integrated regenerative braking	S	S	S	S	S	S

INFO AND DISCLOSURES

1. Woodland shown in Urban Rock. Prototype shown with options. 2. Limited interior shown in Black SofTex® trim. Prototype shown. 3. Rigid Industries® is a registered trademark of JST Performance, LLC d/b/a Rigid Industries. 4. Woodland shown in Urban Rock; Limited shown in Storm Cloud. Prototypes shown with options. 5. Limited shown in Storm Cloud. Prototype shown with options. 6. This floor mat/floor liner was designed specifically for use in your model and model year vehicle and SHOULD NOT be used in any other vehicle. To avoid potential interference with pedal operation, each mat/liner must be secured with its fasteners. Do not install a floor mat/floor liner on top of an existing floor mat/floor liner. 7. Limited interior shown in Black SofTex® trim. Prototype shown with options. 8. Limited interior shown in Black SofTex® trim. Prototype shown. Simulation shown. 9. Woodland interior shown in Mineral SofTex® trim. Prototype shown with options. 10. Limited shown in Storm Cloud. Prototype shown with options. Cargo and load capacity limited by weight and distribution. Always properly secure cargo and cargo area. 11. Use of all-terrain tires may significantly impact the attainable range of the vehicle. 12. Never tow beyond a vehicle's published towing capacities. Installation of a tow hitch receiver or other accessories located near the rear bumper may require disabling or removing the kick sensor, and the sensor operation setting in your vehicle should be turned off. Follow all instructions in your Owner's Manual. 900-lb. towing capacity shown. Limited shown in Storm Cloud. Prototype shown with options. 13. Front-Wheel Drive (FWD) Hybrid drivetrain system shown. 14. Traffic Jam Assist is not an automated driving system, requires driver supervision at all times, and is designed to function on controlled access freeways at speeds of 25 mph or less. Operation requires Lane Tracing Assist to be active. Use this system in accordance with applicable laws. Requires an active subscription to Drive Connect that depends on 4G network availability and other factors. Service requires account registration through the Toyota app and acceptance of Connected Services Terms of Use at www.toyota.com/content/dam/toyota/privacyvts/pdf/connected-services-terms-use.pdf and Master Data Consent. Data charges may apply. Before operating, refer to Owner's Manual for instructions and limitations. 15. Drive Connect services may vary and are subject to change at any time without notice. Availability and accuracy depend on 5G network availability, a cellular connection and GPS signal. Without any one or more of these things, operability may be limited or precluded. Further, if and when 5G network changes or is discontinued, or the underlying technology required to support service becomes obsolete, then services will not work, and will need to be discontinued. Services require account registration through Toyota app and acceptance of Connected Services Terms of Use at www.toyota.com/content/dam/toyota/privacyvts/pdf/connected-services-terms-use.pdf and Master Data Consent. Data charges may apply. For Toyota's Connected Services' vehicle-generated data collection, use, sharing, and retention practices and agreements, see www.toyota.com/support/privacy-notice/. Trial period begins on original purchase or lease date of new vehicle. Services may vary and are subject to change without notice. Requires app download/registration, acceptance of Terms of Use and active trial or subscription required. Data charges may apply. 16. Do not overly rely on Advanced Park and use only in accordance with applicable laws. Remain attentive to surroundings. Before operating, review Owner's Manual for instructions and limitations. 17. Limited shown in Storm Cloud. Prototype shown with options. Simulation shown. 18. Wireless charging may not be compatible with all mobile phones, smart devices, tablets, e-readers, MP3/WMA players and like products. 19. Rated for 1500 watts for a single outlet. See Owner's Manual for limitations. 20. May not be compatible with all mobile phones, smart devices, tablets, e-readers, MP3/WMA players and like models. 21. Installation of a tow hitch receiver or other accessories located near the rear bumper or side-door kick sensors may require disabling or removing the kick sensor, and the sensor operation setting in your vehicle should be turned off. Water, weather, dirt, and other conditions also may cause the sensor to not operate properly or to operate unintentionally. See Owner's Manual for limitations. 22. Service will automatically stop at the end of your trial subscription period unless you decide to continue service. Trial is non-transferable. If you do not wish to enjoy your trial, you can cancel by calling the number below. All SiriusXM services require a subscription, each sold separately by SiriusXM after the trial period. Service subject to the SiriusXM Customer Agreement and Privacy Policy, visit siriusxm.com for complete terms and how to cancel which includes online methods or calling 1-866-635-2349. Some services and features are subject to device capabilities and location availability. Satellite service not available in AK & HI. Content varies by SiriusXM subscription plan. All fees, content and features are subject to change. SiriusXM and related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries. 23. Apple CarPlay® requires a compatible iPhone® with an active data plan. Check compatibility at <https://www.apple.com/ios/carplay/>. Operability depends on network availability, a cellular connection and GPS signal. Services vary by vehicle and are subject to change at any time without notice. Data charges may apply. To learn more, go to <https://www.toyota.com/audio-multimedia/>. To learn more about Toyota Connected Services data collection, use, sharing and retention practices, please visit <https://www.toyota.com/support/privacy-notice/>. Apple CarPlay® is a registered trademark of Apple Inc. 24. iPhone® is a registered trademark of Apple Inc. All rights reserved. 25. Google, Android, Android Auto, Google Maps, and other marks are trademarks of Google LLC. Compatible Android phone and compatible active data plan required. 26. Wireless use of Android Auto requires a compatible Android 11.0+ phone and compatible active data plan. Check <https://g.co/androidauto/requirements> for compatibility. Operability depends on network availability, a cellular connection, and GPS signal. Services vary by vehicle and are subject to change at any time without notice. Data charges may apply. To learn more, go to <https://www.toyota.com/audio-multimedia/>. To learn more about Toyota's Connected Services data collection, use, sharing, and retention practices, please visit <https://www.toyota.com/support/privacy-notice/>. Google, Android, Android Auto, Google Maps, and other marks are trademarks of Google LLC. Compatible Android phone and compatible active data plan required. 27. JBL® is a registered trademark of Harman International Industries, Inc. 28. Limited interior shown in Black SofTex® trim. Prototype shown. Screen depiction accurate at time of posting. 29. Cloud Navigation requires a trial or subscription to Drive Connect. Drive Connect availability and accuracy depend on certain factors outside of Toyota's control in order to operate, including 5G network availability, a cellular connection and GPS signal. Without any one or more of these things, operability may be limited or precluded. Services subject to change at any time without notice. Requires app download/registration and active trial or subscription. Terms of Use apply. Data charges may apply. See Owner's Manual and <https://www.toyota.com/connected-services/> for limitations. To learn about Toyota's Connected Services data collection, use, sharing and retention practices, visit <https://www.toyota.com/support/privacy-notice/>. 30. Intelligent Assistant requires an active Drive Connect trial or subscription. Drive Connect availability and accuracy depend on certain factors outside of Toyota's control in order to operate, including 5G network availability, a cellular connection and GPS signal. Without any one or more of these things, operability may be limited or precluded. Services subject to change at any time without notice. Requires app download/registration and active trial or subscription. Terms of Use apply. Data charges may apply. See Owner's Manual and <https://www.toyota.com/connected-services/> for limitations. To learn about Toyota's Connected Services data collection, use, sharing and retention practices, visit <https://www.toyota.com/support/privacy-notice/>. 31. On select models, Destination Assist will require a trial or subscription to Drive Connect. Drive Connect services may vary and are subject to change at any time without notice. Availability and accuracy depend on 5G network availability, a cellular connection and GPS signal. Without any one or more of these things, operability may be limited or precluded. Further, if and when 5G network changes or is discontinued, or the underlying technology required to support service becomes obsolete, then services will not work, and will need to be discontinued. Services require account registration through Toyota app and acceptance of Connected Services Terms of Use at

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www.toyota.com/content/dam/toyota/privacyvts/pdf/connected-services-terms-use.pdf and Master Data Consent. Data charges may apply. For Toyota's Connected Services' vehicle-generated data collection, use, sharing, and retention practices and agreements, see www.toyota.com/support/privacy-notice/. Trial period begins on original purchase or lease date of new vehicle. Services may vary and are subject to change without notice. Requires app download/registration, acceptance of Terms of Use and active trial or subscription. Data charges may apply. The Destination Assist trial period begins on original purchase or lease date of new vehicle. Active trial or subscription required. Terms of Use apply. **32.** Wi-Fi Connect services not available everywhere or in every vehicle, may vary and are subject to change at any time without notice. Services require 5G network availability, a cellular connection and GPS signal. Without any one or more of these things, operability may be limited or precluded, including access to response center and emergency support. Further, if and when the 5G network changes or is discontinued, or the underlying technology required to support service becomes obsolete, then Connected Services will not work, and Toyota will need to discontinue impacted services. Services also require account registration through the Toyota app and acceptance of Connected Services Terms of Use at <https://www.toyota.com/content/dam/toyota/privacyvts/pdf/connected-services-terms-use.pdf> and Master Data Consent. Data charges may apply. For Toyota Connected Services' vehicle-generated data collection, use, sharing, and retention practices and agreements, see <https://www.toyota.com/support/privacy-notice/>. **33.** Use only if aware of vehicle surroundings and it is legal and safe to do so (e.g., do not remotely start a gas engine vehicle in an enclosed space or if vehicle is occupied by a child).. Remote Connect services vary and are subject to change at any time without notice. Services require 5G network availability, an active cellular network, a cellular network connection, and GPS signal. Without any one or more of these things, operability may be limited or precluded, including access to response center and emergency support. Further, if and when the 5G network changes or is discontinued, or the underlying technology required to support service becomes obsolete, then Remote Connect will not work, and Toyota will need to discontinue impacted services. Services also require account registration through the Toyota app and acceptance of Connected Services Terms of Use at www.toyota.com/content/dam/toyota/privacyvts/pdf/connected-services-terms-use.pdf and Master Data Consent. Digital Key requires Bluetooth® connectivity. Not available on manual transmissions. Data charges may apply. For Toyota's Connected Services' vehicle-generated data collection, use, sharing, and retention practices and agreements, see www.toyota.com/support/privacy-notice/. Trial period begins on original purchase or lease date of new vehicle. Active trial or subscription required. Terms of Use apply. **34.** An active Remote Connect trial or subscription is required to use the features mentioned in the Toyota app. **35.** Enhanced 24/7 Roadside Assistance allows use of in-vehicle SOS button to assist response agent to identify vehicle location. Unlimited mileage coverage effective with an active Safety Connect® trial or subscription that depends on certain factors, including network availability. Services require account registration through the Toyota app and acceptance of Connected Services Terms of Use at www.toyota.com/content/dam/toyota/privacyvts/pdf/connected-services-terms-use.pdf and Master Data Consent. Data charges may apply. For Toyota's Connected Services' vehicle-generated data collection, use, sharing, and retention practices and agreements, see www.toyota.com/support/privacy-notice/. Enhanced Roadside Assistance does not include parts and fluids, except limited emergency gas delivery. Towing distance up to 25 miles. Restrictions apply. Service subject to change at any time. Available in the continental U.S. and Canada. See Toyota dealer for details and exclusions. **36.** Building and/or parking structures may limit system effectiveness. Stolen vehicle police report required to use Stolen Vehicle Locator. For additional assistance contact the Toyota Brand Engagement Center at 1-800-331-4331. **37.** Safety Connect® services vary by vehicle and are subject to change at any time without notice. Services depend on 5G network availability, a cellular connection, and GPS signal. Without any one or more of these things, operability may be limited or precluded, including access to response center and emergency support. Further, if and when 5G network changes or is discontinued, or the underlying technology required to support service becomes obsolete, then the services will not work and will need to be discontinued. Stolen vehicle police report required to use Stolen Vehicle Locator. Services require account registration through Toyota app and acceptance of Connected Services Terms of Use at <https://www.toyota.com/content/dam/toyota/privacyvts/pdf/connectedservices-terms-use.pdf> and Master Data Consent. Data charges may apply. For Toyota's Connected Services' vehicle-generated data collection, use, sharing, and retention practices and agreements, see <https://www.toyota.com/support/privacy-notice/>. The Safety Connect® trial is included for 5 years. 5G network dependent. **38.** Service Connect services may vary and are subject to change at any time without notice. Services require 5G network availability, a cellular connection, and GPS signal. Without any one or more of these things, operability may be limited or precluded, including access to response center and emergency support. Further, if and when the 5G network changes or is discontinued, or the underlying technology required to support service becomes obsolete, then Service Connect will not work, and Toyota will need to discontinue impacted services. Services also require account registration through the Toyota app and acceptance of Connected Services Terms of Use at <https://www.toyota.com/content/dam/toyota/privacyvts/pdf/connected-services-terms-use.pdf> and Master Data Consent. Data charges may apply. For Toyota Connected Services' vehicle-generated data collection, use, sharing, and retention practices and agreements, see <https://www.toyota.com/support/privacy-notice/>. The Service Connect trial is included for 5 years. 5G network dependent. **39.** Drive Connect shown. Drive Connect services may vary and are subject to change at any time without notice. Availability and accuracy depend on 5G network availability, a cellular connection and GPS signal. Without any one or more of these things, operability may be limited or precluded. Further, if and when 5G network changes or is discontinued, or the underlying technology required to support service becomes obsolete, then services will not work, and will need to be discontinued. Services require account registration through Toyota app and acceptance of Connected Services Terms of Use at www.toyota.com/content/dam/toyota/privacyvts/pdf/connected-services-terms-use.pdf and Master Data Consent. Data charges may apply. For Toyota's Connected Services' vehicle-generated data collection, use, sharing, and retention practices and agreements, see www.toyota.com/support/privacy-notice/. Trial period begins on original purchase or lease date of new vehicle. Services may vary and are subject to change without notice. Requires app download/registration, acceptance of Terms of Use and active trial or subscription required. Data charges may apply. **40.** Remote Connect shown. Use only if aware of vehicle surroundings and it is legal and safe to do so (e.g., do not remotely start a gas engine vehicle in an enclosed space or if vehicle is occupied by a child).. Remote Connect services vary and are subject to change at any time without notice. Services require 5G network availability, an active cellular network, a cellular network connection, and GPS signal. Without any one or more of these things, operability may be limited or precluded, including access to response center and emergency support. Further, if and when the 5G network changes or is discontinued, or the underlying technology required to support service becomes obsolete, then Remote Connect will not work, and Toyota will need to discontinue impacted services. Services also require account registration through the Toyota app and acceptance of Connected Services Terms of Use at www.toyota.com/content/dam/toyota/privacyvts/pdf/connected-services-terms-use.pdf and Master Data Consent. Digital Key requires Bluetooth® connectivity. Not available on manual transmissions. Data charges may apply. For Toyota's Connected Services' vehicle-generated data collection, use, sharing, and retention practices and agreements, see www.toyota.com/support/privacy-notice/. Trial period begins on original purchase or lease date of new vehicle. Active trial or subscription required. Terms of Use apply. **41.** Available Safety Connect® shown. Safety Connect® services vary by vehicle and

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are subject to change at any time without notice. Services depend on 5G network availability, a cellular connection, and GPS signal. Without any one or more of these things, operability may be limited or precluded, including access to response center and emergency support. Further, if and when 5G network changes or is discontinued, or the underlying technology required to support service becomes obsolete, then the services will not work and will need to be discontinued. Stolen vehicle police report required to use Stolen Vehicle Locator. Services require account registration through Toyota app and acceptance of Connected Services Terms of Use at <https://www.toyota.com/content/dam/toyota/privacyvts/pdf/connectedservices-terms-use.pdf> and Master Data Consent. Data charges may apply. For Toyota's Connected Services' vehicle-generated data collection, use, sharing, and retention practices and agreements, see <https://www.toyota.com/support/privacy-notice/>. The Safety Connect® trial is included for 5 years. 5G network dependent. **42.** Service Connect shown. Service Connect services may vary and are subject to change at any time without notice. Services require 5G network availability, a cellular connection, and GPS signal. Without any one or more of these things, operability may be limited or precluded, including access to response center and emergency support. Further, if and when the 5G network changes or is discontinued, or the underlying technology required to support service becomes obsolete, then Service Connect will not work, and Toyota will need to discontinue impacted services. Services also require account registration through the Toyota app and acceptance of Connected Services Terms of Use at <https://www.toyota.com/content/dam/toyota/privacyvts/pdf/connected-services-terms-use.pdf> and Master Data Consent. Data charges may apply. For Toyota Connected Services' vehicle-generated data collection, use, sharing, and retention practices and agreements, see <https://www.toyota.com/support/privacy-notice/>. The Service Connect trial is included for 5 years. 5G network dependent. **43.** Do not rely exclusively on Blind Spot Monitor. Look over shoulder and use turn signal. See Owner's Manual for limitations. **44.** Do not rely exclusively on the Rear Cross-Traffic Alert. Visually confirm clearance during use. See Owner's Manual for limitations. **45.** Do not rely exclusively on Safe Exit Alert. Always look for approaching traffic before exiting the vehicle. See Owner's Manual for limitations. **46.** The Panoramic View Monitor does not provide a comprehensive view of the area surrounding your vehicle. Look around to confirm clearance. See Owner's Manual for limitations. **47.** Drive Recorder may not record under all conditions. Use in accordance with applicable laws. See Owner's Manual for limitations. **48.** Airbag systems supplement the seatbelts and are designed to inflate only under certain conditions and in certain types of severe collisions. Always wear seatbelt, sit upright in middle and as far back in seat as possible to help decrease risk of injury. Do not put objects in front of an airbag. See Owner's Manual for limitations. **49.** ToyotaCare covers normal factory scheduled maintenance for 1 year or 10,000 miles, whichever comes first, and 24/7 Roadside Assistance is for 2 years/unlimited mileage, with the following exceptions: (1) ToyotaCare for Mirai is 3 years/35,000 miles and ToyotaCare for vehicle model years 2026 and earlier is 2 years/25,000 miles; and (2) Roadside Assistance for Mirai, Prius, Toyota BEVs and PHEVs is 3 years/unlimited mileage. Roadside Assistance does not include parts and fluids, except limited emergency gas delivery. Towing distance up to 25 miles. Restrictions apply. ToyotaCare valid only in the continental U.S.; Roadside Assistance valid in continental U.S., Hawaii and Canada. See Toyota dealer for details and exclusions. **50.** Do not rely exclusively on Blind Spot Monitor. Look over shoulder and use turn signal. See Owner's Manual for limitations. Plug-in Hybrid GR SPORT shown in Supersonic Red with Midnight Black Metallic roof, and Woodland interior shown in Mineral SofTex® trim. Prototypes shown. **51.** Toyota Safety Sense™ effectiveness is dependent on many factors including road, weather and vehicle conditions. Drivers are responsible for their own safe driving. Always pay attention to your surroundings and drive safely. See Owner's Manual for limitations. **52.** The Pre-Collision System (PCS) with Pedestrian Detection (PD) is designed to determine if impact is imminent and help reduce impact speed and damage in certain frontal collisions involving a vehicle, a pedestrian, a bicycle, or a motorcyclist. PCS w/PD is not a substitute for safe and attentive driving. System effectiveness depends on many factors, such as speed, size and position of pedestrian or bicyclist and weather, light and road conditions. See Owner's Manual for limitations. **53.** Full-Speed Range Dynamic Radar Cruise Control is not a substitute for safe and attentive driving. See Owner's Manual for instructions and limitations. **54.** Automatic High Beams operate at speeds above 21 mph. See Owner's Manual for instructions and limitations. **55.** Lane Departure Alert with Steering Assist is designed to read visible lane markers under certain conditions. It provides a visual/audible alert and slight steering force when lane departure is detected. It is not a collision-avoidance system or a substitute for safe and attentive driving. Effectiveness depends on many factors including road, weather and vehicle conditions. See Owner's Manual for limitations. **56.** The Lane Tracing Assist (LTA) lane centering function is designed to read visible lane markers and detect other vehicles under certain conditions. It is only operational when DRCC is engaged. See Owner's Manual for limitations. **57.** Dynamic Radar Cruise Control is not a substitute for safe and attentive driving. See Owner's Manual for limitations. **58.** Road Sign Assist only recognizes certain road signs. See Owner's Manual for limitations. **59.** Proactive Driving Assist (PDA) is designed to detect certain objects or curves in the road and provide gentle braking and/or steering support. PDA is not a substitute for safe and attentive driving. System effectiveness depends on many factors, such as speed, size and position of detected objects and weather, light and road conditions. See Owner's Manual for additional limitations and details. **60.** Plug-in Hybrid GR SPORT shown in Supersonic Red with Midnight Black Metallic roof. Prototype shown. **61.** EV Mode allows for operation solely on battery power at low speeds for short distances and in limited circumstances, such as in a parking garage. Different conditions may prevent or limit usage. See your Owner's Manual for instructions and limitations. **62.** Services will automatically stop at the end of your trial subscription period unless you decide to continue services. Trial is non-transferable. If you do not wish to enjoy your trial, you can cancel by calling the number below. All SiriusXM services require a subscription, each sold separately by SiriusXM after the trial period. Services subject to the SiriusXM Customer Agreement and Privacy Policy, visit siriusxm.com for complete terms and how to cancel which includes online methods or calling 1-866-635-2349. Some services and features are subject to device capabilities and location availability. Satellite services not available in AK & HI. Certain features and/or content may not be available in vehicles with SiriusXM with 360L unless an active data connection is enabled in the vehicle. Content varies by SiriusXM subscription plan. All fees, content and features are subject to change. SiriusXM and related logos are trademarks of Sirius XM Radio LLC and its respective subsidiaries. **63.** Digital Key requires active Remote Connect subscription. Remote start/stop and/or lock/unlock and other features of Remote Connect are only available on select models. Use only if aware of circumstances surrounding the vehicle it is legal and safe to do so (e.g., do not remotely start a gas engine vehicle in an enclosed space or if the vehicle is occupied by a child). Remote Connect depends on certain factors outside of Toyota's control in order to operate, including 4G network availability, a cellular connection, and GPS signal. Without any one or more of these things, operability may be limited or precluded. Digital Key also requires Bluetooth® connectivity. Remote Connect is included with select paid Connected Services packages. See your Toyota dealer for details. Services may vary and are subject to change without notice. Services require account registration through the Toyota app and acceptance of the Connected Services Terms of Use at <https://www.toyota.com/content/dam/toyota/privacyvts/pdf/connected-services-terms-use.pdf> and Master Data Consent. Data charges may apply. For Toyota Connected Services' vehicle-generated data collection, use, sharing, and retention practices and agreements, see <https://www.toyota.com/support/privacy-notice/>. **64.** Extra-cost color. **65.** Never tow beyond a vehicle's published towing capacities. Installation of a tow hitch receiver or other accessories located near the rear bumper may require disabling or removing the kick sensor, and the sensor operation setting in

your vehicle should be turned off. Follow all instructions in your Owner's Manual. **66.** When the system is on, Automatic Electric Parking Brake is designed to automatically engage the Electric Parking Brake under limited conditions. It may not hold the vehicle under all conditions and does not function when the vehicle is in Reverse. Automatic Electric Parking Brake is not a substitute for manual use of the Electric Parking Brake. See Owner's Manual for additional limitations and details. **67.** When the system is on and the vehicle is in Drive, Brake Hold may temporarily keep the brakes engaged after the driver brings the vehicle to a complete stop. See Owner's Manual for limitations. **68.** A compatible Bluetooth®-enabled phone must first be paired. Phone performance depends on software, coverage and carrier. The Bluetooth® word mark and logos are registered trademarks of Bluetooth SIG, Inc. Use of such marks by Toyota is under license. **69.** HomeLink® and the HomeLink® house icon are registered trademarks of Gentex Corporation. **70.** Rated for 12 volts/10 amps. See Owner's Manual for additional limitations and details. **71.** The engine immobilizer is a state-of-the-art anti-theft system initiated when the key is inserted into ignition switch or a Smart Key fob is in/near the vehicle. Engine will only start if the code in the transponder chip inside the key/fob matches the code in vehicle's immobilizer. The transponder chip is embedded in the key/fob and can be costly to replace. For lost key or fob, see a Toyota dealer or go to www.aloa.org to find a qualified locksmith for high-security key service. **72.** Downhill Assist Control is designed to help driver maintain vehicle control and speed on steep, downhill descents and is not a substitute for safe driving judgment and practices. Factors including speed, grade, surface conditions and driver input can affect the DAC's ability to prevent loss of control. See Owner's Manual for additional limitations and details. **73.** Front and Rear Parking Assist with Automatic Braking (PA w/AB) may warn drivers of, and potentially brake for front and rear collisions with certain objects when traveling at low speeds. Drivers should visually confirm clearance during use. See Owner's Manual for instructions and limitations. **74.** Hill Start Assist Control is designed to minimize backward rolling on steep ascents. Not a substitute for safe driving judgment and practices. Speed, grade, surface conditions, driver input, etc., can all affect HAC function. See Owner's Manual. **75.** Trailer-Sway Control (TSC) is an electronic system designed to help the driver maintain vehicle control under adverse conditions. It is not a substitute for safe driving practices. Factors including speed, road conditions, weather and driver steering input can all affect whether TSC will be effective in preventing a loss of control. See Owner's Manual for additional limitations and details. **76.** When Vehicle Proximity Notification System is active, it is the driver's responsibility to maintain a lookout for pedestrians, cyclists, other cars and objects and to drive the vehicle in a safe and attentive manner to avoid making contact. **77.** Do not overly rely on the Front Cross-Traffic Alert system. Always visually confirm that it is safe to proceed. See Owner's Manual for limitations. **78.** Lane Change Assist operates only when Dynamic Radar Cruise Control (DRCC) and Lane Tracing Assist (LTA) are activated. Do not overly rely on this system. Driver must confirm lane is clear. See Owner's Manual for limitations. **79.** Traffic Jam Assist is not an automated driving system, requires driver supervision at all times, and is designed to function on controlled access freeways at speeds of 25 mph or less. Operation requires Lane Tracing Assist to be active. Use this system in accordance with applicable laws. Requires an active subscription to Drive Connect that depends on 5G network availability and other factors. Service requires account registration through the Toyota app and acceptance of Connected Services Terms of Use at www.toyota.com/content/dam/toyota/privacyvts/pdf/connected-services-terms-use.pdf and Master Data Consent. Data charges may apply. Before operating, refer to Owner's Manual for instructions and limitations. **80.** Pre-Collision System with Pedestrian Detection (PCS w/PD) is designed to help detect a vehicle, pedestrian, bicyclist, or motorcyclist and provide an audio/visual forward-collision warning under certain circumstances. If you don't react, the system is designed to provide automatic emergency braking. **81.** The backup camera does not provide a comprehensive view. Always look over shoulder and use outside mirrors. See Owner's Manual for limitations. **82.** The Tire Pressure Monitor System alerts the driver when tire pressure is critically low. For optimal tire wear and performance, tire pressure should be checked regularly with a gauge; do not rely solely on the monitor system. See Owner's Manual for limitations and details. **83.** Vehicle Stability Control is not a substitute for safe and attentive driving practices. Factors including speed, road conditions, weather and steering input can affect whether VSC will be effective. See Owner's Manual for limitations. **84.** Smart Stop Technology® will reduce power to help the brakes bring vehicle to a stop during certain contemporaneous brake and accelerator pedal applications. See Owner's Manual for limitations.

INFO AND DISCLOSURES

Toyota strives to build vehicles to match customer interest and thus they typically are built with popular options and option packages. Not all options/packages are available separately and some may not be available in all regions of the country. See toyota.com for information about options/packages commonly available in your area. If you would prefer a vehicle without any or with different options, contact your dealer to check for current availability or the possibility of placing a special order.

Color(s) depicted may vary based on multiple factors, including ambient lighting and the format in which it is being viewed (e.g., computer, mobile device or print).

Some vehicles are shown with available equipment. Seatbelts should be worn at all times. For details on vehicle specifications, standard features and available equipment in your area, contact your Toyota dealer. A vehicle with particular equipment may not be available at the dealership. Ask your Toyota dealer to help locate a specifically equipped vehicle.

All information presented herein is based on data available at the time of posting, is subject to change without notice and pertains specifically to mainland U.S.A. vehicles only. Vehicles shown may be prototypes, shown using visual effects and/or shown with options. Actual models may vary.

LEGEND

Info

Vehicle Information

 Info

Legal Disclosure

WARRANTIES

Date and mileage limitations refer to whichever occurs first from the date of purchase. Warranty coverage is subject to other terms and conditions. Refer to applicable Warranty and Maintenance Guide for full details.

Date and mileage limitations refer to whichever comes first from the date of first purchase. Warranty coverage is subject to other terms and conditions. Refer to applicable Warranty and Maintenance Guide for full details and for information regarding the Federal and California Emission Control Warranties, and Tire Limited Warranties. Emission coverages vary under Federal and California regulations.

For Toyota hybrid, plug-in hybrid, fuel cell and battery electric vehicles beginning model year 2020, the hybrid (HV) battery is covered for 10 years from date of first use or 150,000 miles, whichever comes first. Coverage is subject to the terms and conditions of your New Vehicle Limited Warranty. See the Toyota Owner's Warranty and Maintenance Guide for details.



FOR THE LOVE of CARS

www.tonkin.com

Hello Dan,

07/30/2026

Here is the quote under Oregon State contract # 1646.

2026 Toyota Rav4 Hybrid LE AWD in Ice Cap with Black Fabric interior.

Sale price \$34234.00

2 Extra Key Fobs \$1100.00

VCAF \$325.00

Title Fee \$116.00

E-Plates \$31.00

Doc Fee \$200.00

EVR Fee \$50.00

C.A. Tax \$143.05

Privilege Tax \$176.67

Total Price Each \$36375.72

Thank you,

A handwritten signature in black ink, appearing to read "Mansour Gdarah".

Mansour Gdarah

Fleet Manager

Ron Tonkin Toyota

503-888-3433

RON TONKIN TOYOTA

730 S.E. 122nd Avenue, Portland, OR 97233
(503) 255-0177 • Fax (503) 257-7586

State of Oregon



PRICE AGREEMENT WITH

Gee Automotive Portland I, LLC (dba Ron Tonkin Toyota)

FOR

Toyota Brand Vehicles
Price Agreement # 1646

This Price Agreement ("Agreement") is between the State of Oregon (the "State"), acting by and through its Department of Administrative Services Procurement Services ("DAS PS" or "Agency") and Gee Automotive Portland I, LLC (dba Ron Tonkin Toyota), a Washington Limited Liability Company ("Contractor").

Section 1 –Agreement

1.1 Parties

- 1.1.1 The only parties to this Agreement are Contractor and DAS PS.
- 1.1.2 Authorized Purchasers may purchase goods and related services specified in Exhibit A ("Goods") by issuing ordering instruments that create and become part of separate contracts ("Contracts"). The only parties to Contracts created by ordering instruments are the applicable Authorized Purchaser and Contractor. DAS PS is an intended beneficiary of each Contract created by an ordering instrument.
- 1.1.3 As used in this Agreement, "Authorized Purchaser" means: State agencies of Oregon, Oregon Cooperative Procurement Program ("ORCPP") participants and authorized members to the State of Washington Master Contracts Usage Agreement (MCUA). Contractor may be required to obtain manufacturer authorization prior to an MCUA member's purchase of Goods under this Agreement.

1.2 Ordering Instrument

- 1.2.1 Authorized Purchasers may order Goods during the Term of this Agreement using an ordering instrument:
 - a) Authorized Purchasers who are agencies of the State of Oregon under DAS procurement authority may issue ordering instruments under this Price Agreement for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Authorized Purchasers who are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval as required.
 - b) Authorized Purchasers that are agencies of the State of Oregon may use either of the following as ordering instruments: i) the DAS PS approved purchase order form. Exhibit B is a sample DAS PS approved purchase order form; or ii) an electronic ordering method when the Authorized Purchaser is using a Small Purchase Order Transaction System (SPOTS) card. Unless expressly

- authorized by DAS PS in writing, Contractor shall not accept a different type of ordering instrument from a State agency.
- c) Authorized Purchasers that are not agencies of the State of Oregon may use their own purchase order forms as ordering instruments.
 - d) To be effective, the ordering instrument must specify all of the following:
 - i) Language stating that the ordering instrument is submitted under this Agreement (and include the Agreement reference number from the Agreement coversheet).
 - ii) The specific Goods and quantity of each item ordered.
 - iii) The net price.
 - iv) The requested delivery schedule.
 - v) The delivery location(s).
 - vi) The invoicing address.
 - vii) The Authorized Purchaser's authorized representative and relevant contact information, including an e-mail address or fax number.
- 1.2.2 A Contract created by an ordering instrument consists only of the terms specified or required by this Agreement. Additional, different or conflicting terms and conditions in any purchase order or any other form of either an Authorized Purchaser or the Contractor may not vary the terms of a Contract. Additional, different or conflicting terms and conditions on a purchase order or other form are of no effect.
- 1.2.3 Contractor shall accept ordering instruments from Authorized Purchasers that comply with the provisions of this Agreement until this Agreement terminates.
- 1.2.4 An ordering instrument is deemed accepted by Contractor unless Contractor rejects an ordering instrument within three (3) business days after it is received. Contractor may reject an ordering instrument: i) using the same means as were used to deliver the ordering instrument, or ii) by e-mail if the email address is evident on the ordering instrument. Contractor shall specify the reason(s) for rejection.
- 1.2.5 Accepted ordering instruments establish separate Contracts between the Authorized Purchaser and Contractor and include the terms set forth in Sections 2 and 3. As used in the Contracts, "Price Agreement" means this Agreement.
- 1.2.6 DAS PS is not obligated or liable under an ordering instrument unless DAS PS is purchasing Goods as the Authorized Purchaser.
- 1.2.7 Nothing in this Agreement obligates any Authorized Purchaser to place any ordering instrument or to purchase any Goods.

- 1.2.8 Contractor shall reject an ordering instrument from any entity that is not an Authorized Purchaser under this Agreement. Contractor may verify that Authorized Purchasers are ORCPP participants at the following address:

<https://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx>

Contractor may verify that Authorized Purchasers are MCUA members at the following address:

<https://apps.des.wa.gov/DESContracts/Home/MCUAListing>

- 1.2.9 Contractor shall reject an ordering instrument that does not meet the requirements of this Agreement.

1.3 Prices

- 1.3.1 Except as provided in this Section, during the Term of this Agreement, Contractor shall offer Goods to Authorized Purchasers at prices that do not exceed the prices listed in Exhibit A. The pricing for this Agreement is in U.S. dollars.

- 1.3.2 Contractor and an Authorized Purchaser may agree to lower prices for Goods. Those lower prices apply only to applicable Contracts between Contractor and Authorized Purchaser.

- 1.3.3 Contractor shall subtract from percentages or prices charged to Authorized Purchasers any unit price decrease that has been achieved or gained by the Contractor, whether through the manufacturer or otherwise. Contractor shall give Authorized Purchasers the immediate benefit of the decrease. Contractor shall promptly notify the DAS-PS Contract Administrator ("Contract Administrator") of the amount and effective date of the decrease.

- 1.3.4 Either party to this Agreement may request a price adjustment, or an adjustment to the discount percentage, for some or all of the Goods, subject to Section 1.3.5 below.

- 1.3.5 Contractor may request unit price increases from DAS PS following the first year of the term of the Contract, but no more than once in any 12-month period. Contractor must submit a request to the Contract Administrator in writing at least 60 days before the proposed effective date of the increase, or at such other time as specified by the Contract Administrator for submittal of the request. The request must show all proposed increases by line item and include supporting documentation acceptable to DAS PS. DAS PS may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or

Consumer Price Index data, published MSRP or any other relevant manufacturer or industry data substantiating the increase.

- 1.3.6 Discontinued Goods may be subtracted and new Goods meeting or exceeding the RFP specifications may be added throughout the term of this Agreement. Goods may be adjusted upon both parties' approval in writing, without a signed amendment to this Agreement. All adjustments will be included on a revised Exhibit A.

1.4 Contractor Reporting and Payment Requirements

Contractor will be required to submit Volume Sales Reports and Vendor Collected Administrative Fees.

1.4.1. Volume Sales Reports

Pursuant to the process defined by DAS PS found at: <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Volume Sales Report ("VSR") to DAS PS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the applicable quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DAS PS, **Contractor shall submit the VSR on a monthly basis, VSR due date to be determined by DAS PS.**

The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS PS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the reporting period, a report must be submitted stating "***No Sales for the Reporting Period***".

1.4.2. Vendor Collected Administrative Fee

Pursuant to the process defined by DAS PS and published at <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Vendor Collected Administrative Fee ("VCAF"), as directed by DAS PS. The VCAF is a charge equal to one percent (1%), not to exceed a total of \$325 per vehicle, of Contractor's gross total sales, less any credits, made to Authorized Purchasers during the reporting period.

1.5 Term of Agreement

- 1.5.1 The initial term of this Agreement begins on the later of May 1, 2021 or the date this Agreement has been signed by DAS PS and Contractor and all required approvals have been obtained (the "Effective Date") and expires two (2) years after the Effective Date unless sooner terminated or extended as provided in this Agreement. DAS PS has the option to extend this Agreement for one or more additional 1-year terms, provided that the initial term, together with all extensions, shall not exceed a total of five (5) years. DAS PS may exercise these options to extend by giving Contractor written notice of such exercise no later than 30 calendar days before the expiration of the then current term. The initial term, together with all extension terms are collectively referred to herein as the "Term" of this Agreement.
- 1.5.2 Notwithstanding the foregoing, DAS PS reserves the right in its sole discretion to extend the Agreement for a maximum of one (1) calendar month beyond the end of any term. DAS PS shall notify Contractor in writing of the one (1) month extension. Consecutive one (1) month extensions obtained under this Section 1.5.2 are not allowed.
- 1.5.3 After termination or expiration of this Agreement, Contractor shall not accept new ordering instruments.
- 1.5.4 Termination of this Agreement also terminates "blanket" ordering instruments in which the Contractor is not required to deliver specific quantities of Goods at specific times. The intent of this paragraph is to terminate what is commonly known as blanket purchase orders (orders that may contain details of the Goods, but under which actual sales of Goods are made by periodic releases that specify a date for delivery of specific Goods).
- 1.5.5 Except as provided in Section 1.5.4, termination of this Agreement does not terminate any right or obligation of a party to a Contract that is based on an ordering instrument that was accepted before termination of this Agreement, for non-recurring deliveries of Goods.
- 1.5.6 DAS PS may, in its sole discretion, terminate this Agreement upon 30 calendar days' written notice to Contractor for any or no reason.

1.6 Insurance

Contractor shall obtain insurance specified in Exhibit C and shall maintain the insurance until all Contracts under this Agreement are terminated.

1.7 Miscellaneous

- 1.7.1 Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- 1.7.2 Designation of Forum and Consent to Jurisdiction. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- 1.7.3 Amendments. Unless otherwise defined in this Agreement, no amendment of this Agreement is valid unless it is in writing and signed by the parties.
- 1.7.4 Transfer. Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of DAS PS. DAS PS' consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided, their permitted legal successors and assigns.
- 1.7.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.
- 1.7.6 Force Majeure. Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent. DAS PS may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement within an acceptable time period. In the event of any such delay, Contractor's obligations are suspended to the extent of and for the duration of such causes. However, Contractor shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of

Contractor's obligations with all reasonable diligence. DAS PS, in its sole discretion, may extend the period for performance under this Agreement to enable Contractor, once such causes have been removed, to fulfill its obligations hereunder.

- 1.7.7 Entire Agreement. This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter.
- 1.7.8 Notices. Except as otherwise expressly provided in this Price Agreement, any communications between the parties, or notices to be given under this Price Agreement, are effective only if given in writing or by personal delivery, email or United States Postal Service, postage prepaid, to the Contract Administrator for Contractor or DAS-PS, as applicable, or to such other addresses or numbers as either party may later indicate pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section.
- 1.7.9 No Third Party Beneficiaries. DAS PS 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 will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 1.7.10 Waiver. The failure of DAS PS to enforce any provision of this Agreement or the waiver of any violation or nonperformance of this Agreement in one instance does not constitute a waiver by DAS PS of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such a failure to enforce waiver, if made, is effective only in the specific instance and for the specific purpose given.
- 1.7.11 Certification of Compliance with Tax Laws. Contractor has complied with the tax laws of this State and all applicable tax laws of political subdivisions of this State. Contractor shall, throughout the duration of this Agreement and any Contract and any extensions thereof, comply with all tax laws of this State and all applicable tax laws of any

political subdivision of this State. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this State that applied to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Any failure to comply with the provisions of this subsection 1.7.11 constitutes a material default of this Agreement and any Contract. Any failure to comply entitles DAS PS or Authorized Purchaser to terminate this Agreement or any Contract, as applicable and to pursue and recover any and all damages that arise from the default and the termination of this Agreement or any Contract, and to pursue any or all of the remedies available under this Agreement or any Contract, at law, or in equity, including but not limited to:

- Termination of this Agreement or any Contract, as applicable, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's or Authorized Purchaser's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DAS PS or Authorized Purchaser may recover any and all damages suffered as the result of Contractor's default of this Agreement or any Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods, services and applications.

1.7.12 Recycled Products. DAS PS' performance under this Agreement is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated into this Agreement by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

1.7.13 Records Archiving. Contractor shall retain, maintain and keep accessible all records relevant to this Price Agreement (the "Records")

for a minimum of six (6) years, or such longer period as may be required by applicable law following termination of this Agreement. Such period shall be further extended until the conclusion of any audit, controversy or litigation commenced during such period and arising out of or related to this Agreement or any Contract. Financial Records must be kept in accordance with Generally Accepted Accounting Principles. During the record-retention period established in this Section, Contractor shall permit DAS-PS, the State of Oregon and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

- 1.7.14 Performance Evaluations. DAS PS may conduct evaluations of Contractor's performance during the term of this Agreement. DAS PS will compile and maintain completed evaluations, which will become a written record of Contractor's performance. DAS PS may also maintain as part of that written record information obtained from Contractor during an exit interview following Contract termination. DAS PS may provide copies of any documents in the written record to the Contractor and third parties upon request. DAS PS may use performance evaluations in any way it deems necessary, in its sole discretion, including but not limited to making responsibility determinations and decisions to award contracts.
- 1.7.15 Reporting. This Agreement and Contract(s) of Authorized Purchasers who are State agencies will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Agreement or any Contract or (ii) exercising a right of setoff against Contractor's compensation under this Agreement or any Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.
- 1.7.16 Survival: All rights and obligations cease upon termination or expiration of this Price Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination, including without limitation this Section 1.7.16, and provisions regarding warranties and liabilities, independent Contractor status and taxes and withholding, compensation, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

Section 2 – Standard Terms for Contracts Under This Agreement

- 2.1 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** The Contract consists of the ordering instrument and the provisions in Sections 2 and 3 of the Price Agreement. In the event of a conflict between the ordering instrument and provisions in Sections 2 and 3, the provisions in Sections 2 and 3 take precedence.
- 2.2 PAYMENT:** Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under this Contract. AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THIS CONTRACT. Subject to Authorized Purchaser's acceptance of Goods, payment is due from Authorized Purchaser within 45 calendar days after the date of the invoice.
- 2.3 OVERDUE CHARGES:** At Contractor's option, it may assess overdue account charges to Authorized Purchaser up to a maximum rate of two-thirds of one percent per month (8% per annum).
- 2.4 PAYMENT ADDRESS:** Payments must be sent to the address specified in the Contractor's invoice.
- 2.5 INVOICES:** Contractor shall invoice Authorized Purchaser only after delivery of all Goods ordered. Invoices shall be sent to the address provided by Authorized Purchaser for that purpose. Contractor shall include all of the following in its invoice:
- 2.5.1. Price Agreement number.
 - 2.5.2. Ordering instrument number.
 - 2.5.3. Goods ordered.
 - 2.5.4. Date delivered.
 - 2.5.5. Volume or quantity of Goods delivered.
 - 2.5.6. The price per item.
 - 2.5.7. The total amount invoiced.
 - 2.5.8. The address to which payment is to be sent.
 - 2.5.9. Additional Taxes (e.g. privilege or vehicle use tax and corporate activity tax) (determined based on the state of purchase)
- 2.6 PRICES:** Contractor represents that all prices for Goods under this Contract are equal to or better than the prices listed in the Price Agreement.
- 2.7 CANCELLATION; INSPECTIONS AND ACCEPTANCE:** The Authorized Purchaser may cancel an order in whole or in part before Goods described in the cancelled whole or part are delivered. The Authorized Purchaser has ten (10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods. If the Goods are rejected, the Authorized Purchaser shall provide Contractor with written notice of rejection. Notice of rejection must include itemization of apparent defects,

including but not limited to (i) discrepancies between the Goods and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or (ii) otherwise nonconforming Goods (including late delivery). If the Authorized Purchaser elects to provide Contractor an opportunity to cure the defects, notice of rejection must also specify such opportunity to cure, and the time period in which such cure must be completed.

2.7.1. The Authorized Purchaser may elect to have Contractor deliver substitute conforming Goods at no additional cost to the Authorized Purchaser. In such an event, Contractor shall deliver substitute conforming Goods within ten (10) calendar days of receipt of notice of rejection.

2.7.2. If the Goods are rejected or acceptance is revoked, Contractor shall refund any Contract payments that have been made with regard to the rejected Goods, and shall (at Contractor's sole cost and expense) remove the Goods within seven (7) calendar days of receiving notice of rejection or revocation of acceptance.

2.7.3. Nothing contained in Section 2.7 precludes Authorized Purchaser from other remedies to which it may be entitled upon rejection or revocation of acceptance.

2.8 REPRESENTATIONS AND WARRANTIES:

2.8.1. **OFFICER STATUS, INSURANCE:** Contractor represents and warrants that it is not an "officer," "employee," or "agent" of the Authorized Purchaser, as those terms are used in ORS 30.265. Contractor represents and warrants that Contractor has obtained and will maintain during the term of this Contract all insurance required by the Price Agreement.

2.8.2. **WARRANTY ON MATERIALS, DESIGN AND MANUFACTURE:** Unless otherwise approved, in writing, by the Authorized Purchaser, Contractor represents and warrants that all Goods are new, unused, current production models, and are free from defects in materials, design and manufacture. Contractor further represents and warrants that all Goods are in compliance with and meet or exceed all specifications in Exhibit D to the Price Agreement.

2.8.3. **WARRANTY ON SERVICE STANDARDS:** Contractor warrants that all services required to be performed, if any, shall be performed in a good and workmanlike manner in accordance with the highest standards prevalent in the industry.

2.8.4. **WARRANTY OF TITLE:** Contractor represents and warrants that all Goods are free and clear of any liens or encumbrances, that Contractor has full legal title to the Goods, and that no other person or entity has any right, title or interest in the Goods that is superior to or infringes upon the rights granted to the Authorized Purchaser under this Contract.

2.8.5. **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that Goods provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration ("OSHA"), and all Oregon safety and health requirements, including, but not limited to, those of the Oregon Consumer and Business Services Department.

2.8.6. **MANUFACTURER WARRANTIES:** Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Authorized Purchaser, and provide warranty documents to the Authorized Purchaser, at time of delivery at no charge.

2.8.7. **WARRANTIES CUMULATIVE:** The warranties set forth in this Section 2.8 are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties provided in this Contract are cumulative, and are intended to afford the Authorized Purchaser the broadest warranty protection available.

2.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

2.9.1 **LAWS AND REGULATIONS:** Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract as they may be adopted or amended from time to time.

2.9.2 **STATUTORY TERMS:** Authorized Purchaser's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

2.9.3 **NONCOMPLIANT GOODS:** In the event of a conflict between the specifications in this Contract and applicable federal or State law, the

law will prevail. Contractor shall make any modifications required to achieve compliance with law. When Contractor is notified or becomes aware of any required modifications, Contractor shall immediately notify DAS PS and Authorized Purchaser.

2.9.4 RECALLED GOODS OR COMPONENTS: In the event any Goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable specifications, Contractor shall immediately notify DAS PS, and the Authorized Purchaser of the recall or non-compliance, and shall provide copies of the notice or other documentation. Upon notification, Authorized Purchaser may elect to do any of the following:

- a) Reject the Goods.
- b) Revoke its acceptance of the Goods.
- c) Require Contractor to complete necessary modifications, where applicable, in a timely manner, at no charge to the Authorized Purchaser.
- d) Terminate the Contract in its entirety or with respect to the recalled or noncompliant Goods.

In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods at its sole cost and expense, and shall reimburse Authorized Purchaser for any payments made.

2.10 FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue ("ODR") all information required by the ODR relative to the Contract. Authorized Purchaser may withhold final payment under the Contract until Contractor has met this requirement.

2.11 SAFETY DATA SHEET: Contractor shall provide the Authorized Purchaser at time of delivery with a Material Safety Data Sheet ("SDS") as defined by the OSHA for any Goods provided under the Price Agreement that may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Goods. Additionally, Contractor shall deliver EPA labels and MSDS information if available and as requested by Authorized Purchasers.

2.12 TIME IS OF THE ESSENCE: Time is of the essence for performance of Contractor's performance obligations under this Contract.

2.13 FORCE MAJEURE: Neither Authorized Purchaser nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Authorized Purchaser may terminate this Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract within an acceptable time period.

2.14 RESERVED

2.15 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS: If Authorized Purchaser is an agency of the State of Oregon or another governmental body, payment obligations under this Contract are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract. At the time the ordering instrument was issued, Authorized Purchaser had sufficient funds available and authorized to make payments under this Contract.

2.16 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

2.16.1 Contractor is an independent contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for the Goods and (ii) to evaluate the quality of completed performance, Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.

2.16.2 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

2.17 INDEMNIFICATION:

2.17.1 Contractor shall defend, save, hold harmless, and indemnify the Authorized Purchaser, the State of Oregon and its officers, employees and agents from and against

all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review) (collectively, "claim") which may be brought or made against any Authorized Purchaser, the State, or their agents, officials, employees and arising out of or related to (i) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of Contractor, its employees or agents, (ii) any act or omission by Contractor that constitutes a material default of this Contract, including without limitation any breach of warranty, or (iii) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use of the Goods. Authorized Purchaser or the State shall promptly notify Contractor in writing of any claim of which Authorized Purchaser or State becomes aware. Contractor's obligation under this Section shall not extend to any claim solely caused by (i) the negligent or willful misconduct of Authorized Purchaser, or (ii) Authorized Purchaser's modification of Goods without Contractor's approval and in a manner inconsistent with the purpose and proper usage of such Goods.

2.17.2 The Oregon attorney general must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State or its officers, employees and agents prior to such action or representation. Further, the State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of the State, its officers, employees or agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those incurred by the State in assuming its own defense and that of its officers, employees, or agents under clauses (i) and (ii) above.

2.18 DEFAULT:

2.18.1 **BY CONTRACTOR:** Contractor is in default under this Contract if:

- a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- b) Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor's obligations under this Contract; or
- c) Contractor commits any default of any covenant, representation, warranty, obligation or certification under this Contract, provided however that Contractor may cure the default within the period specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the default is curable by Contractor within an acceptable time period.

2.18.2 BY AUTHORIZED PURCHASER: Authorized Purchaser is in default of this Contract if:

- a) Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of this Contract, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of Contractor's notice of such failure or such longer period as Contractor may specify in such notice; or
- b) Authorized Purchaser commits any default of any covenant, warranty, or obligation under this Contract and such default is not cured within ten (10) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice.

2.19 REMEDIES:

2.19.1 AUTHORIZED PURCHASER'S REMEDIES: If Contractor is in default under Section 2.18.1, in addition to the remedies afforded elsewhere in this Contract, the Authorized Purchaser may recover any and all damages suffered as the result of Contractor's default, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- a) Termination of the Contract as provided in Section 2.20.2;
- b) Withholding all monies due for invoiced Goods or services that Contractor has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and
- d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty to Authorized Purchaser.

These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

2.19.2 CONTRACTOR'S REMEDIES: If Authorized Purchaser terminates this Contract, or if Authorized Purchaser is in default under Section 2.18.2 and whether or not Contractor elects to exercise its right to terminate this Contract under Section 2.20.3, Contractor's sole remedy is: (a) A claim against Authorized Purchaser for the unpaid purchase price for Goods delivered and accepted by Authorized Purchaser, (b) with respect to services compensable on an hourly basis, a claim for unpaid

invoices, hours worked but not yet billed and authorized expenses for services completed and accepted by Authorized Purchaser, and (c) with respect to deliverable-based services, a claim for the sum designated for completing the deliverable multiplied by the percentage of services completed and accepted by Authorized Purchaser, less previous amounts paid and any claim(s) which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to Authorized Purchaser upon written demand.

2.20 TERMINATION:

2.20.1 BY MUTUAL CONSENT: This Contract may be terminated at any time by mutual written consent of Authorized Purchaser and Contractor.

2.20.2 RIGHTS OF AUTHORIZED PURCHASER. Authorized Purchaser may, at its sole discretion, terminate this Contract or other ordering instrument for convenience with thirty (30) days' written notice. Authorized Purchaser may terminate this Contract immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (a) Authorized Purchaser fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way so as to prohibit either the purchase of the Goods by Authorized Purchasers under the Price Agreement or Authorized Purchaser's payment for such Goods from the planned funding sources; or (c) Contractor is in default of this Contract under Section 2.18.1. Upon receipt of written notice of termination, Contractor shall stop performance under this Contract if and as directed by Authorized Purchaser.

2.20.3 RIGHTS OF THE CONTRACTOR: Contractor may terminate this Contract with ten (10) days' written notice to Authorized Purchaser, if Authorized Purchaser is in default of this Contract as described in Section 2.18.2.

2.21 ACCESS TO RECORDS: Contractor shall retain, maintain, and keep accessible all records relevant to this Contract (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles ("GAAP"). During the record-retention period established in this Section, Contractor shall permit DAS PS, the

Authorized Purchaser, their duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

2.22 NOTICES: Except as otherwise expressly provided in this Contract, any communications between the parties, or notices to be given under this Contract, are effective only if given in writing by personal delivery, email or United States Postal Service, postage prepaid, to the party's authorized representative. For Authorized Purchaser, the authorized representative and the address or number for notices or communications to be given to that authorized representative are as identified in the ordering instrument or as later indicated by Authorized Purchaser pursuant to this Section. For Contractor, the authorized representative and the address or number for notices or communications to be given to that authorized representative are as identified in the Price Agreement or as later indicated by Contractor pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section.

2.23 ORDERING INSTRUMENTS; ACKNOWLEDGEMENTS: The parties acknowledge and agree that other than designation of order quantities, types of Goods, delivery destination, dates of order, and scheduled delivery of other performance, any purchase orders or acknowledgement documents are simply for the convenience of the parties to initiate or confirm an order of Goods under this Contract and that no other terms or conditions contained in those documents are of any force or effect or are binding upon the parties.

2.24 GOVERNING LAW: This Contract is governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

2.25 VENUE; CONSENT TO JURISDICTION:

2.25.1 STATE OF OREGON CONTRACT VENUE; CONSENT TO JURISDICTION: Any claim, action, suit or proceeding (collectively, "Claim") between an Authorized Purchaser that is an agency of the State of Oregon and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District

of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.25.2 NON STATE OF OREGON CONTRACT VENUE; CONSENT TO JURISDICTION: Any Claims between Contractor and an Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such Authorized Purchaser resides, or at the Authorized Purchaser's option, within such other county as the Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such Authorized Purchaser resides. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.26 SURVIVAL: The following provisions survive termination or expiration of this Contract: Sections 2.8, 2.9.1, 2.9.4, 2.16, 2.17, 2.18, 2.19, 2.21, 2.23, 2.24, 2.25, 2.26; the paragraph in Exhibit C bearing the caption "TAIL COVERAGE"; and any other provision that by its nature would reasonably be expected to survive termination or expiration.

2.27 SEVERABILITY: If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

2.28 ASSIGNMENTS, SUBCONTRACTS, AND SUCCESSORS: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Authorized Purchaser. Further, no such written approval shall relieve Contractor of any obligations under the Contract, and any assignee,

transferee, or delegate shall be considered the agent of Contractor. The provisions of this Contract are binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns.

2.29 MERGER CLAUSE; AMENDMENT; WAIVER: This Contract constitutes the entire agreement between Contractor and Authorized Purchaser on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, not specified in this Contract on the subject matter of this Contract. No amendment of this Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of the Authorized Purchaser to enforce any provision of this Contract is not a waiver by Authorized Purchaser of that or any other provision.

2.30 INTENDED BENEFICIARY. DAS PS is an intended beneficiary of this Contract. However, the parties to this Contract may modify the ordering instrument or terminate this Contract without the consent of DAS PS.

2.31 ASSIGNMENT OF ANTITRUST RIGHTS. Contractor irrevocably assigns to the State Of Oregon any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under this Agreement to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Agreement, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

Section 3 – Special Terms for Contracts under this Agreement

- 3.1 CONTRACTOR CERTIFICATIONS:** If Contractor offers Goods under the Price Agreement, Contractor shall maintain its status as a manufacturer-authorized product reseller for the Goods throughout the Term of the Price Agreement. If Contractor offers installation and/or maintenance services under this Price Agreement, Contractor shall maintain its status as a manufacturer-authorized service provider. If any required status is discontinued, this Contract may be terminated.
- 3.2 SELECTION PROCESS:** This is not an exclusive agreement. DAS PS intends to award multiple Price Agreements and Participating Addenda for the Goods and services offered under this solicitation. Authorized Purchasers who are State of Oregon Agencies must follow the selection process outlined below. Authorized Purchasers who are **not** State of Oregon Agencies may select the Contractor of Authorized Purchaser's choice in compliance with applicable statute and rules.
- 3.2.1** For purchases under \$10,000, Authorized Purchasers who are State Agencies may select the Contractor of their choice in compliance with applicable statute and rule.
- 3.2.2** For purchases over \$10,000 Authorized Purchasers who are State Agencies shall use one of the following selection processes:
- a) **Brand Name Justification** - A documented brand name justification in compliance with applicable statutes and rules.
 - b) **Best Value Analysis** - Authorized Purchaser may conduct a comparison of the offers based upon the following best value analysis process;
 - i. Determine category of need, if more than 3 Contractors offer Goods and services in the category of need, contact at least 3 Contractors and request a quote for the anticipated Goods and services. If 3 or less Contractors offer Goods and Services in category of need, contact all Contractors that provide Goods and services in the category of need and request a quote for anticipated Goods and services. Quoted rates must not exceed the most competitive rates and discounts set forth in this Price Agreement. Authorized Purchaser may provide a deadline for quote response to Contractor.
 - ii. Determine which Contractor and Authorized Dealer provides the best value for Authorized Purchaser. Some or all of the following factors may be used in the Authorized Purchaser's determination of best value (additional factors not listed may also be used) :
 - Applicable discounts and incremental pricing options;
 - Shipping costs;
 - Manufacture timelines;

- Delivery process;
 - Maintenance and repair service levels;
 - Applicable warranties;
 - Contractor's past performance record through reference checks;
 - Contractor's service area;
 - Price comparison
 - Life cycle costing including expected life, salvage value and discounted total cost of ownership.
- iii. Negotiate with one or more Contractors to gain the best value for the desired Goods and services.
- iv. Authorized Purchasers may make award decisions based on price alone, or may also take value and technical and past performance considerations into account.
- c) Document Authorized Purchasers procurement files describing the process, considerations, findings, and decisions used for determining the Contractor selected through the Best Value Analysis.
- 3.3 DELIVERY CHARGES:** For all orders, FOB destination delivery costs up to 60 miles from dealership shall be paid by the Contractor. Additional delivery charges for delivery beyond 60 miles must be based on delivery cost outlined in Exhibit A.
- 3.4 ADVANCE PAYMENT PROHIBITED:** No advance payment shall be made for the Goods or services furnished by Contractor pursuant to this Contract.
- 3.5 NOTICE OF ORDER SHORTAGES:** Contractor shall notify Authorized Purchaser within twenty-four (24) hours of receiving notice that ordered Goods or services will not be available for shipment or scheduling on the scheduled delivery day. This includes a notice to Authorized Purchaser whenever a particular Good will be short-shipped. Notice of unavailability for services or projected short-shipment of Goods will not eliminate Authorized Purchaser's right to pursue all available remedies.
- 3.6 UNAUTHORIZED WORK:** Goods or services provided without or prior to receipt of written authority (i.e. without a Purchase Order duly issued under the Price Agreement) will be considered unauthorized and may not be paid for by Authorized Purchaser.
- 3.7 PRICE QUOTES:** Contractor price quotes will be considered a firm offer (or maximum price) for a set time period of 90 days after issuance. Upon any negotiations with an Authorized Purchaser, Contractor will update the quote, or provide a new "not-to-exceed" final price quote for desired Goods and Services prior to Authorized Purchaser placing an order. Price Quotes must include all costs, including but not limited to, additional options, taxes (including privilege tax and corporate activity or vehicle use tax for State of Oregon), fees, and delivery and registration costs.

Section 4 – Signature of Contractor’s Duly Authorized Representative

4.1 The undersigned represents:

- (a) Signee is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Contractor;
- (b) Contractor is bound by and will comply with all requirements, specifications, and terms contained in this Agreement;
- (c) Contractor will furnish the Goods in accordance with Contracts under this Agreement; and
- (d) Contractor shall furnish federal identification number or social security number under a separate document.
- (e) All Contractor affirmations contained in its bid or proposal related to this Agreement are true and correct.
- (f) Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws.
- (g) Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discriminating against employees who are members of a protected class. Contractor agrees, as a material term of the Price Agreement, to maintain the policy and practiced in force during the entire Price Agreement term.
- (h) Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
- (i) Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor’s employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor’s compliance with this Section constitutes a material element of this Price Agreement and a failure to comply constitutes a default that entitles Agency to terminate this Price Agreement for cause.
- (j) Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.

Agreed:

Contractor's Name: Gee Automotive Portland I, LLC (dba Ron Tonkin Toyota)

Authorized Signature: [Signature]

Printed Name of Authorized Signature: Jon V Geffen

Title of Authorized Signature: GM Corp Fleet

Date: 3/29/2021

Contractor Administrative Contact (also referred to as Contract Administrator):

Name	<u>Jon Geffen</u>
Address	<u>750 SE 122nd</u>
Telephone	<u>503 572 4397</u>
E-mail	<u>jgeffen@portlandi.oll</u>

Section 5 – Signature of DAS PS

Agreed:

Authorized Signature: Darwin Kumpula Digitally signed by Darwin Kumpula
Date: 2021.04.01 10:16:03 -07'00'

Date: 4/1/21

DAS PS Contract Administrator (Type or Print):

Name	Brent Lutz
Address	1255 SE Ferry Street, Salem, OR 97301
Telephone	(971) 719-3436
E-mail	brent.l.lutz@oregon.gov

Legal Review:

Approved pursuant to ORS 291.047

Approved by Marc S. Bocci, Senior Assistant Attorney General

Per email dated

Exhibit B

		STATE OF OREGON		PURCHASE ORDER (PO) NO.		PAGE #
Authorized Purchaser's Authorized Representative			Purchase Order Date		Requisition No.	
Contractor Name and Address			Authorized Purchaser's Invoicing Address			
Contractor FEIN		Price Agreement number		Authorized Purchaser's Authorized Representative Email Address		
Deliver to Address			Authorized Purchaser's Authorized Representative Phone and Fax Number			
			Delivery Schedule or Delivery Date			
Item	Description	Quantity	U/M	Unit Price	Net Price	
				Sub Total		
				Freight		
				Total		
This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon Solicitation # DASPS-2295-20 and Price Agreement #1646. The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.						
Agency's Authorized Representative to Make Purchase				Date		

Exhibit C

INSURANCE REQUIREMENTS

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit C prior to performing under this Price Agreement and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ **Required** ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than **\$2,000,000** per occurrence. Annual aggregate limit shall not be less than **\$4,000,000**.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than **\$2,000,000** for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Price Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

SPECIFICATIONS

1. GENERAL PROVISIONS:

- 1.1 **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be interpreted as requiring that Contractor shall perform to only the best commercial practice and that Contractor shall supply and incorporate into Goods only materials and workmanship of first quality. However, if any omitted specification results in ambiguity as to material characteristics of the Goods, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, and Contractor failed to seek a formal request for change during the solicitation process for the Agreement, then Contractor shall be required to provide Goods meeting the Authorized Purchaser's needs with regard to any omitted specification.
- 1.2 **ADHERENCE TO THE SPECIFICATIONS:** Deviations from specifications discovered after purchase shall be corrected by Contractor at no cost to the Authorized Purchaser.

2. SPECIFICATIONS:

Specifications below provide a minimum requirement.

- 2.1 All Base Model Vehicles must include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications. All Vehicle Base Models must include two (2) sets of keys and all user manuals.
- 2.2 Additional equipment packages, factory installed options and aftermarket options may also be offered. Cab and Chassis optional Body Upfit may also be offered. Contractor shall provide all sub-contractors for Body Upfits to DAS PS.
- 2.3 All required installation services must be completed by the manufacturer or a manufacturer authorized installer and Contractor must certify completed vehicle conforms to all Federal Motor Vehicle Safety Standards ("FMVSS") and all body modifications must have National Highway Traffic Safety Administration ("NHTSA") certification.
- 2.4 Unless otherwise DAS PS approved, all Vehicles must be no older than 1 year beyond the current Manufacturer's model year, new and unused, free of damage, rust and other defects that may affect appearance or serviceability.
- 2.5 All Vehicles must comply with all federal and State laws, requirements, and regulations applicable to the type and class of Vehicles and contractual services. This includes, but is not limited to, FMVSS, Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State laws, requirements, and regulations. In addition, if any applicable federal or State legislation becomes effective during the term of the Contract regarding the Goods and related services, including but not limited to requirements concerning specifications and safety, and environmental requirements, those requirements shall immediately become a part of the Agreement and each Contract. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor shall contact the Contract Administrator immediately.
- 2.6 Vehicles must not contain Dealer's advertising or identification (name, logos, etc.) including all Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their components. Manufacturer's advertising or identification (name, model, logos, etc.) will be permitted on the respective Vehicles if such

advertising or identification is a Manufacturer's standard on the specific Vehicle.

- 2.7 Acceptable Vehicle fuel and alternative fuel options include gasoline (E-10), diesel, bio-diesel, natural gas (compressed or liquefied), ethanol flex fuel (E-85), liquefied petroleum gas, Hydrogen Fuel Cell Electric Hybrid, Plug-in Hybrid Electric and Plug-in Electric Vehicle. Additional fuel options may be accepted upon DAS PS approval.



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING DRAFT MEETING MINUTES

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

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:12 P.M.

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

STAFFERS: 7 - City Manager Tony Konkol, Assistant City Manager Alex Rains, City Recorder Jakob Wiley, Police Chief Shaun Davis, Public Works Director Dayna Webb, Community Development Director Kelly Hart, Library Director Greg Williams

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

a. Election of 2026 Commission President

Motion by Commissioner Smith, seconded by Mayor McGriff, to elect Commissioner Wilson as Commission President. The motion carried by the following vote:

YES: Mayor McGriff, Commissioner Mitchell, Commissioner Wilson, Commissioner Marl, and Commissioner Smith

Mayor McGriff administered the Oath of Office to Commission President Wilson.

4. PUBLIC COMMENTS -

None.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

Item 7b was pulled from the consent agenda. The agenda was adopted as amended.

7. CONSENT AGENDA

Motion by Commissioner Marl, seconded by Commissioner Smith, to approve the consent agenda except Item 7b. The motion carried by the following vote:

YES: Mayor McGriff, Commissioner Mitchell, Commissioner Wilson, Commissioner Marl, and Commissioner Smith

a. Purchase of Bulk Fuel at the Fir Street Fuel Site with CECO, Inc (Carson Oil Company)

b. Purchase of Library Outreach Vehicle (Customized 2026 Sprinter Class 3 Cargo Van)

Commissioner Mitchell asked how they planned to fund the vehicle and any additional staffing needed.

Greg Williams, Library Director, said they would use it in support of their existing outreach activities and not be adding new ones. He was confident that this would not require any additional staff time, beyond the initial training. The vehicle costs had already been budgeted, and the Library was setting aside money for a replacement in 8 to 10 years. He agreed it was expensive and explained that it had been competitively bid.

Mayor McGriff asked what the first outreach would be. Mr. Williams said he hoped the vehicle would be delivered by summer reading and used for those activities. He also thought they could bring technology support to those who lived further away, which was a recently identified need.

Motion by Commissioner Mitchell, seconded by Commissioner Wilson, to approve Item 7b. The motion carried by the following vote:

YES: Mayor McGriff, Commissioner Mitchell, Commissioner Wilson, Commissioner Marl, and Commissioner Smith

- c. Purchase of two (2) 2026 Chevrolet Tahoe Police Pursuit Vehicle 4WD
- d. Confederated Tribes of Grand Ronde BUILD Grant Letter of Support
- e. Minutes of the November 12, 2024 City Commission Work Session
- f. Minutes of the November 20, 2024 City Commission Work Session
- g. Minutes of the March 19, 2025 City Commission Regular Meeting
- h. Minutes of the April 02, 2025 City Commission Regular Meeting

8. PUBLIC HEARINGS

- a. Second Reading of Ordinance No. 26-1001, Emergency Annexation for 19717 Leland Road (GLUA-25-00017, AN-25-0001)

Mayor McGriff opened the public hearing.

There was no public testimony.

Mayor McGriff closed the public hearing.

Motion by Commissioner Marl, seconded by Commissioner Smith, to approve the second reading and final adoption of Ordinance No. 26-1001, emergency annexation for 19717 Leland Road (GLUA-25-00017, AN-25-0001). The motion carried by the following vote:

YES: Mayor McGriff, Commissioner Mitchell, Commissioner Wilson, Commissioner Marl, and Commissioner Smith

- b. Second Reading of Ordinance No. 26-1002, Emergency Annexation for 19530 S Central Point Road (GLUA-25-00035, AN-25-0002)

Mayor McGriff opened the public hearing.

There was no public testimony.

Mayor McGriff closed the public hearing.

Motion by Commissioner Wilson, seconded by Mayor McGriff, to approve the second reading and final adoption of Ordinance No. 26-1002, emergency annexation for 19530 S Central Point Road (GLUA-25-00035, AN-25-0002). The motion carried by the following vote:

YES: Mayor McGriff, Commissioner Mitchell, Commissioner Wilson, Commissioner Marl, and Commissioner Smith

- c. Second Reading of Ordinance No. 26-1003, Zone Change & Comprehensive Plan Amendment, 214 Tumwater Dr & 313 S 2nd St (GLUA 25-00042, CPA25-0001, ZC25-0003)

Mayor McGriff opened the public hearing.

Commissioner Marl pointed out in the staff report it stated that an Urban Renewal Agency (URA) goal was to provide housing to low- and moderate-income households, and the URA had not officially made that declaration. Due to the condition of the properties, it would be difficult to turn them into an affordable opportunity.

Commissioner Mitchell verified the properties would be rezoned to R-3.5.

Mayor McGriff closed the public hearing.

Motion by Commissioner Mitchell, seconded by Commissioner Wilson, to approve the second reading and final adoption of Ordinance No. 26-1003, Zone Change & Comprehensive Plan Amendment, 214 Tumwater Dr & 313 S 2nd St (GLUA 25-00042, CPA25-0001, ZC25-0003). The motion carried by the following vote:

YES: Mayor McGriff, Commissioner Mitchell, Commissioner Wilson, Commissioner Marl, and Commissioner Smith

9. GENERAL BUSINESS

10. COMMUNICATIONS

City Manager

None

Commissioners

Commissioner Marl spoke about the Governor's request that the legislature repeal the recently passed transportation package. The Commission discussed the items they wanted retained from the package.

Motion by Commissioner Marl, seconded by Mayor McGriff, to affirm the City Commission's position that tolling language should be permanently stricken from the statutes and that ODOT accountability should be a central part of any transportation fix. The motion carried by the following vote:

YES: Mayor McGriff, Commissioner Mitchell, Commissioner Wilson, Commissioner Marl, and Commissioner Smith

Commissioner Wilson discussed a recent Facebook post about the resolution the Commission passed affirming they would not interfere in immigration enforcement. He was disappointed in the comments from those who were frustrated about the Commission upholding state law. He confirmed state law prohibited them from participating in immigration activities. This was the purview of the federal government.

Mayor McGriff said the School Board was going to pass a similar resolution on January 12 and some residents had asked the Commission to attend.

There was discussion regarding declaring a state of emergency. Staff would come back with a scope of options.

Mayor

- a. Board and Committee Appointments

There was discussion regarding changing the City Committee application form. Jakob Wiley, City Recorder, said when someone checked a box, a message would appear asking for specific interest on the committee. There was consensus to add a disclaimer for the Historic Review Board and Planning Commission that it

would require a public meeting interview with the full City Commission.

b. Updates to City Commissioner Committee Assignments

Mayor McGriff suggested Commissioner Mitchell be an ex officio member of the Downtown Oregon City Association Board along with her. Commissioner Mitchell thought it would be best if the Commission only maintain the one ex-officio member. He would attend as a citizen, not as a member.

Tony Konkol, City Manager, noted the Arts Commission was not identified in the Municipal Code. Mayor McGriff said she had assigned herself to it because they asked her to attend. Mr. Konkol said they would remove it as an identified committee assignment.

11. ADJOURNMENT

Mayor McGriff adjourned the meeting at 7:55 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder

Date Approved: _____



CITY OF OREGON CITY CITY COMMISSION WORK SESSION DRAFT MEETING MINUTES

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, June 10, 2025 at 6:00 PM

1. CONVENE MEETING AND ROLL CALL

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

PRESENT: 4 - Commissioner Adam Marl, Commissioner Rocky Smith, Commissioner Scott Wilson, Mayor McGriff

EXCUSED: 1 - Commissioner Mike Mitchell

STAFFERS: 8 - City Manager Tony Konkol, Assistant City Manager Alex Rains, Executive Assistant to the City Manager Kori Buth, Police Chief Shaun Davis, Public Works Director Dayna Webb, Assistant City Engineer Josh Wheeler, Economic Development Manager James Graham, Code Enforcement Manager Ryan Kersey

2. GENERAL BUSINESS

a. Update on Portland General Electric (PGE) Pilot Program for Electric Vehicle Charging Stations in City Right-of-Way

Josh Wheeler, Assistant City Engineer, and Adam Reese, PGE Program Manager, presented an update on PGE's pole-mounted Level 2 EV charging station pilot program. The program targeted underserved communities as defined by House Bill 2165, focusing on areas with high concentrations of multifamily housing, renters, and low-income residents.

Since the prior presentation on August 21, 2024, PGE eliminated the requirement for a contract with host cities. Instead, PGE would go through a standard right-of-way permit process. PGE would bear all costs for installation, maintenance, and operation. With help from Public Works staff, PGE had identified eight proposed installation sites within Oregon City. The sites were concentrated in the northern part of the city, with one location in Barclay Hills.

There was discussion about charger maintenance, the price of charging, signage that would accompany chargers, and how charger locations were selected. Mayor McGriff noted that most of the locations were in McLoughlin Neighborhood. She raised concerns about the impact these chargers would have on the already limited parking in the neighborhood.

b. Discussion of Sidewalk Replacement Process

Carrie Richter, City Attorney, presented a memorandum outlining the city's sidewalk standards, enforcement framework, and options for potential program expansion. Panel replacement costs are estimated at \$700–\$1,000 per panel. She noted that the existing Street Tree Grant Program, established in 2021, reimburses up to \$1,500 per affected site where sidewalk damage is caused by street tree roots. Of 67 complaints filed in the McLoughlin neighborhood between April and mid-May 2025, 60 properties required repairs. Of those, 40 did not qualify for the program as they had no associated street trees, while 20 were eligible or partially eligible.

There was discussion about whether or not the City should offer additional assistance, how to target assistance to only the McLoughlin Neighborhood, setting a hard cap on the amount of financial assistance the City would give, and reducing or eliminating related permit fees.

There was discussion about suspending enforcement while the City contemplated how best to handle the

sidewalk repair issue. Mrs. Richter advised that the City would be exposing itself to greater risk by formally suspending enforcement. Staff was directed to come back with recommendations for a sidewalk assistance program that included eligibility and options for reimbursement rates.

The Commission took a break from 7:35 P.M. to 7:44 P.M.

c. McLoughlin Promenade Encroachments Follow Up

Alex Rains, Assistant City Manager, presented an updated property list reflecting the status of 17 properties with encroachments along the McLoughlin Promenade. The Commission had done a walking tour of the Promenade to inspect the encroachments of 11 of the properties on April 16, 2025. Mrs. Rains said the options had not changed since the Commission discussed this at work session on March 11, 2025. Staff were seeking direction from the Commission on how to approach the encroachments.

The Commission first discussed the Veterans of Foreign Wars (VFW) property. The Commission remained open to exploring the property owner's proposed lot line adjustment, with the understanding that the VFW should bear a share of associated costs.

The Commission next discussed 123 High Street. The property had a shed that encroached on both the Promenade and the public right-of-way. The Commission directed that the property owner secure a right-of-way permit for the shed, with consideration of a fee reduction. An acknowledgment letter would address the Promenade encroachment. The letter would state that if the shed were ever demolished, it must not be rebuilt within the right-of-way nor the Promenade.

For 214 Bluff Street, the Commission asked staff to send an acknowledgement letter for the deck and require that all other encroachments be removed. For 210 Bluff Street, the Commission asked that all encroachments be removed.

The Commission next discussed 302 Bluff Street. There was disagreement about whether or not to vacate land between the homeowner's property line and the street running through the Promenade.

The Commission also discussed whether the letters and agreements that the City was sending to encroaching properties were useful in light of changes to state law around recreational immunity in parks. James Nicita, owner of 302 Bluff Street, said he did not think the letters would help the City with its ultimate goal of designating the Promenade as a charter park. Mrs. Richter said the City could write an ordinance dedicating the Promenade as a park with either letters or licenses.

The Commission next discussed 306 Promenade Street. There was consensus to allow the deck and stairs to remain on the Promenade. All other encroachments would have to be removed, and parking would not be allowed on the Promenade.

The Commission then discussed 406 Promenade Street. There was consensus to allow the deck, stairs, and parking. There was consensus to require the sign and fence be removed. For 408 Promenade Street, there was consensus that none of the existing encroachments needed to be removed.

The Commission next discussed 503 High Street, also known as the Latourette House. The property had extensive landscaping in the Promenade. There was consensus to require that the owners remove their "Private Property" sign from the Promenade. There was discussion about maintenance of the landscaping, but no direction was given.

The Commission then discussed 515 High Street, which was owned by the Yates family. A small portion of the foundation of the house encroached on the Promenade. There was still consensus to vacate that portion of the Promenade. The Commission also agreed to allow the existing irrigation system encroachment.

The Commission next discussed 110, 112, 114, and 116 S. Bluff Street. There was consensus to allow parking but require all other storage encroachments to be removed. For 118 Promenade Street, there was consensus to require the property owners to remove all encroaching pavers from the Promenade and stop parking on the Promenade.

The Commission next discussed 311 High Street. The Commission discussed whether or not there was sufficient access to the house from High Street. Josh Adams, property owner, said they did not use High Street for access because empty parking spaces were hard to find. He added that they did upkeep the area

of the Promenade that they were using for parking. There was no consensus on what to do with the parking encroachments for this property.

The Commission then discussed 127 S. High Street. This property had significant landscaping encroachments in a part of the Promenade that was difficult to access. There was discussion about connecting this portion of the Promenade to the rest of the Promenade. There was consensus to allow the existing landscaping but no additional improvements.

For 111 High Street and 509 High Street, the Commission felt that no further action was needed. For 524 High Street, there was consensus to allow the existing landscaping but no additional improvements.

3. FUTURE AGENDA ITEMS

a. List of Future Work Session Agenda Items

Tony Konkol, City Manager, reviewed the future work session items identified in the staff report. Staff were still working with the Confederated Tribes of Grand Ronde to solidify a meeting date and location.

4. CITY MANAGER'S REPORT

a. Update on City Projects

Mr. Konkol summarized the staff report.

5. COMMITTEE REPORTS

a. Commissioner Wilson

Commissioner Wilson said the groundbreaking for the Caring Place would be on September 08, 2025.

b. Commissioner Smith

Commissioner Smith gave an update on the Destination Management and Marketing Organization's search for an Executive Director, use of the Travel Oregon City brand and website, and questions about grants and funding that were raised at their most recent meeting.

Commissioner Smith also gave an update on the Clackamas Heritage Partners (CHP) and the End of the Oregon Trail Interpretive Center (EOT). CHP would be taking part of the Curtis Heritage Education Center's wagon collection. CHP planned to build storage facilities at EOT to house the wagons.

The EOT would be celebrating 30 years at its current location on June 17, 2025. The EOT would also be hosting the City's Juneteenth celebration on June 21, 2025.

c. Commissioner Marl

Commissioner Marl said the Youth Advisory Commission had its final meeting of the term. The next term would begin in September. Commissioner Marl also gave an update on the Clackamas County Coordinating Committee (C4). C4 had written a letter to Metro ranking its priorities for the Regional Flexible Fund Allocation Program. The letter included Oregon City's McLoughlin Boulevard enhancements from 10th Street to tumwata village.

d. Commissioner Mitchell

e. Mayor McGriff

Mayor McGriff said that Clackamas Water Environmental Services had approved its budget, which included a reduction in systems development charges (SDCs). She also gave an update on the Willamette Falls Lock Authority, which was hoping to have the locks open in 2027.

6. **ADJOURNMENT**

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

Respectfully submitted,

Jakob S. Wiley, City Recorder

Date Approved: _____



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 19, 2026
From: Ann Griffin, Economic Development Coordinator

SUBJECT:

Item 9.a. - Adaptive Reuse Building Rehabilitation Program Application for 706-708 Main Street

STAFF RECOMMENDATION:

Review the proposal from T5 Equities for the renovation of the commercial property at 706-708 Main Street and determine whether or not the project should move forward in the Adaptive Reuse Building Rehabilitation program.

EXECUTIVE SUMMARY:

The Adaptive Reuse Building Rehabilitation Program is designed to support reinvestment in Oregon City's downtown, reduce underutilized older buildings and create new commercial spaces. T-5 Equities will build additional commercial spaces on both the ground floor and second floor. The change will allow for the installation of a third storefront space. The company also plans to install skylights on the second floor.

BACKGROUND:

T5 Equities is a domestic LLC registered in the State of Oregon and based in Oregon City. According to the LinkedIn profile of T5 Equities partner Robb Crocker, the firm owns and manages over 60,000 square feet of retail and office space in seven commercial buildings on Main Street. In addition to the 706-708 Main Street building, T5 Equities also owns the McCald building at 712 Main Street and the Mason Lodge building at 709 Main Street.

The Adaptive Reuse Building Rehabilitation application was submitted by Chris Edmiston and Race Clark. The proposed \$325,000 building renovation includes \$189,000 in planned interior improvements, such as the development of new interior walls, a new skylight and restored flooring. The project will also include a new HVAC system for the building. The full project budget is shown in the attached materials.

OPTIONS:

1. Approve the proposed commercial rehabilitation project at 706-708 Main Street for the Adaptive Reuse Building Rehabilitation Program.
2. Approve the proposed commercial rehabilitation project at 706-708 Main Street for the Adaptive Reuse Building Rehabilitation Program with Amendments.
3. Deny the proposed commercial rehabilitation project at 706-708 Main Street for the Adaptive Reuse Building Rehabilitation Program and provide further direction.

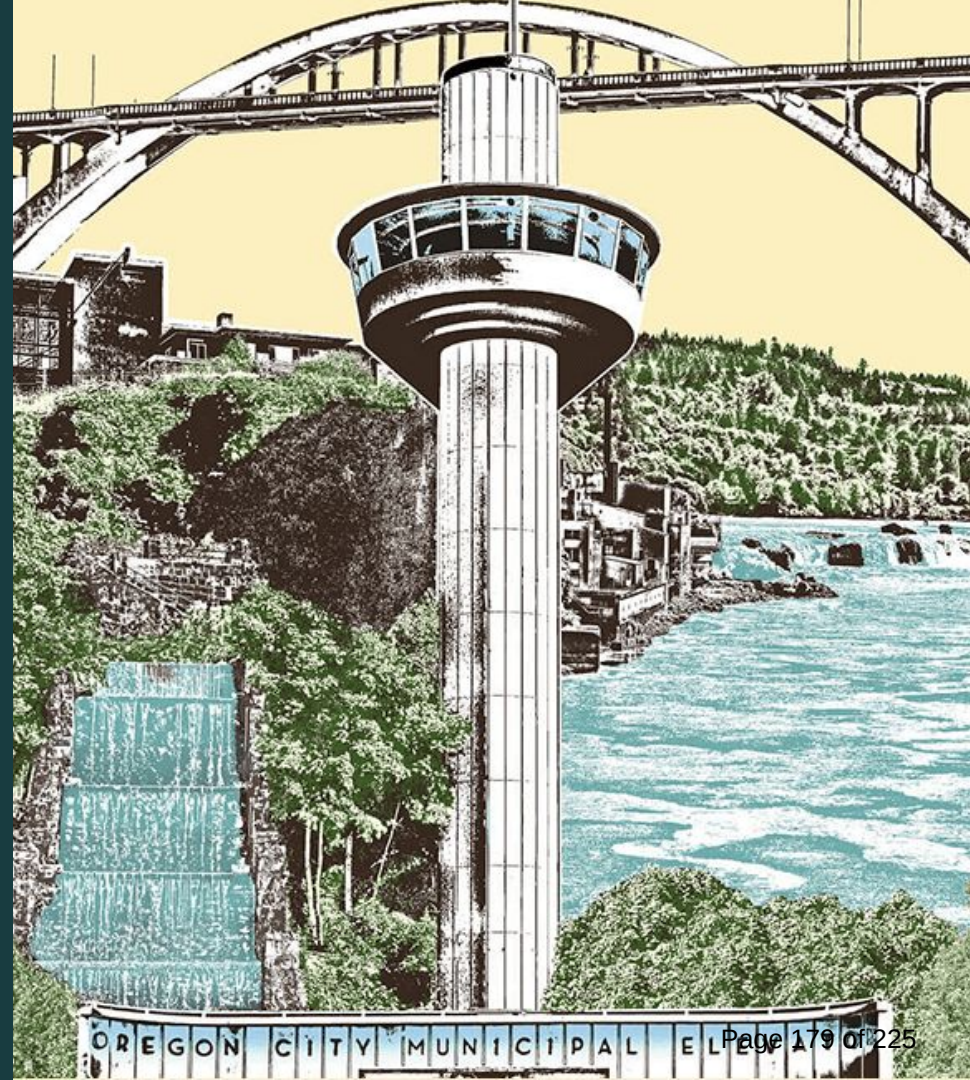
BUDGET IMPACT:

Amount	\$125,000
Fiscal Year(s):	2027
Funding Source(s):	General Fund
Included in Approved Budget:	Yes

T5 Equities
May 29, 2026

Adaptive Reuse Proposal

706 / 708 – Delta Building



706/ 708
Delta
Building



Overview

1

Project
Background

2

Selective
Demolition

3

Re-shaping
spaces

4

Occupant
comfort

5

Updating
finishes

6

Project Budget

7

Concept
photos

8

Questions

Project Background

Vacancies

- COVID heavily disrupted commercial office leasing
- Historic courthouse relocation moved many tenants
- Large anchor tenants were lost and never replaced
- 706/ 708 has been **mostly vacant for over 2 years**

Tenant placement challenges

- Buildings were configured for larger tenants; now harder to come by
- Courthouse related tenants are no longer interested in this area**
- Smaller spaces attract a wider pool of tenants
- Market-wide commercial vacancies require updated spaces to compete

Remodel challenges

- High vacancies have eliminated cashflow
- Minimal funds available for major repairs, re-configuring spaces, or updating spaces

Selective Demolition



Level 1 / Level 2/ Basement

-L1 has a few partitions with an un-accommodating layout. Removing partitions will adapt the space for new uses.

-L2 is too compartmentalized. Opening the break room will make it more accessible.

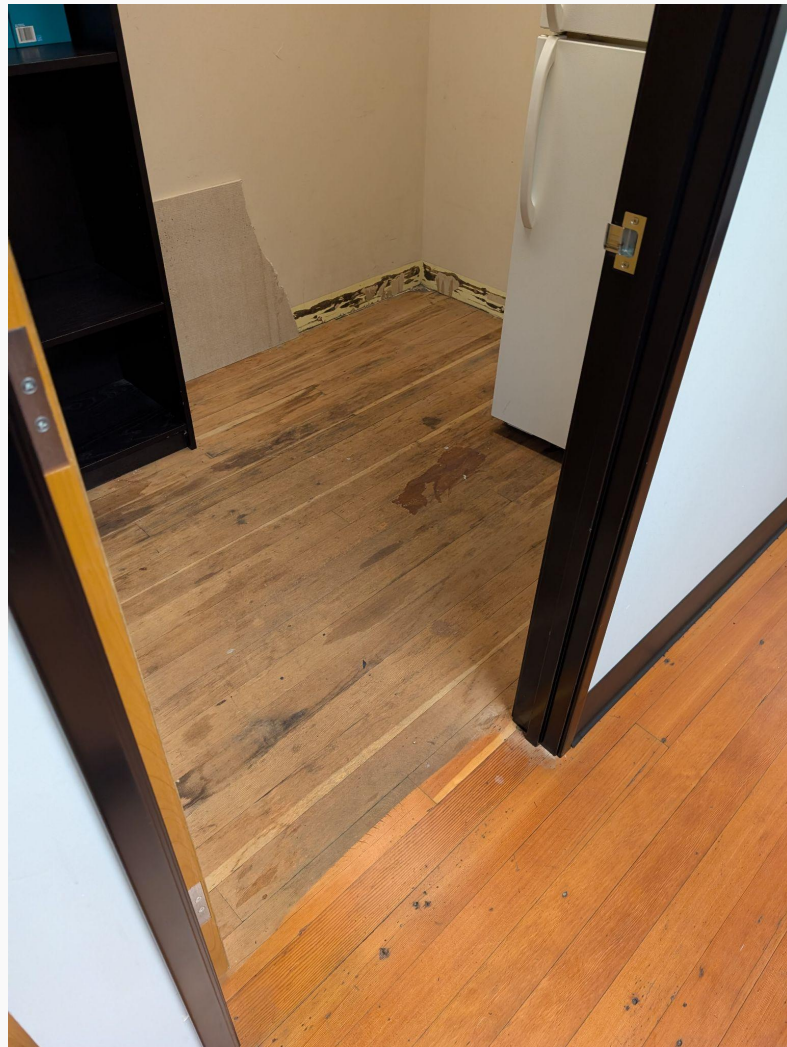
-L2 drop ceiling constricts the space. Removing it will expose the original structure and allow for additional natural lighting.

-Basement is full of discarded materials, impeding other uses or future development.

Level 1



Level 2



Level 2



Re-shaping spaces



Level 1 / Level 2

-Level 1 has few partitions and overly large areas. It will receive additional framing to allow it to fit several smaller tenants.

-The building is configured with only two storefronts. The third storefront will be activated to allow for more businesses.

-Level 2 large spaces will be re-configured. Break room walls will be modified.

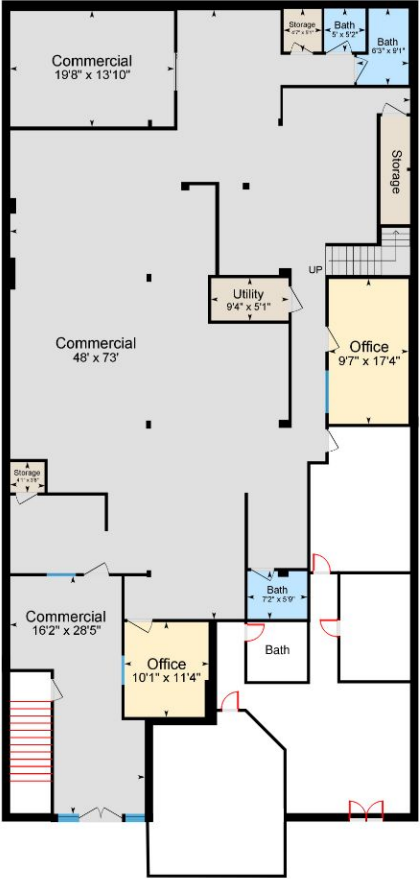
Level 1



Level 1

**CURRENT
FLOOR
PLAN**

LEVEL 1



Storefront



Occupant Comfort



Level 1

-An aging HVAC system has frequent breakdowns, is expensive to run, and struggles to keep spaces cool in the summer.

Level 2

-L2 has limited natural light penetration. Adding skylights will greatly improve natural lighting.

-L2 relies on additional window air conditioners at the south face of the building. The HVAC system will be expanded to serve the entire floor.

Level 2



708 L2

15



HVAC



Updating Finishes



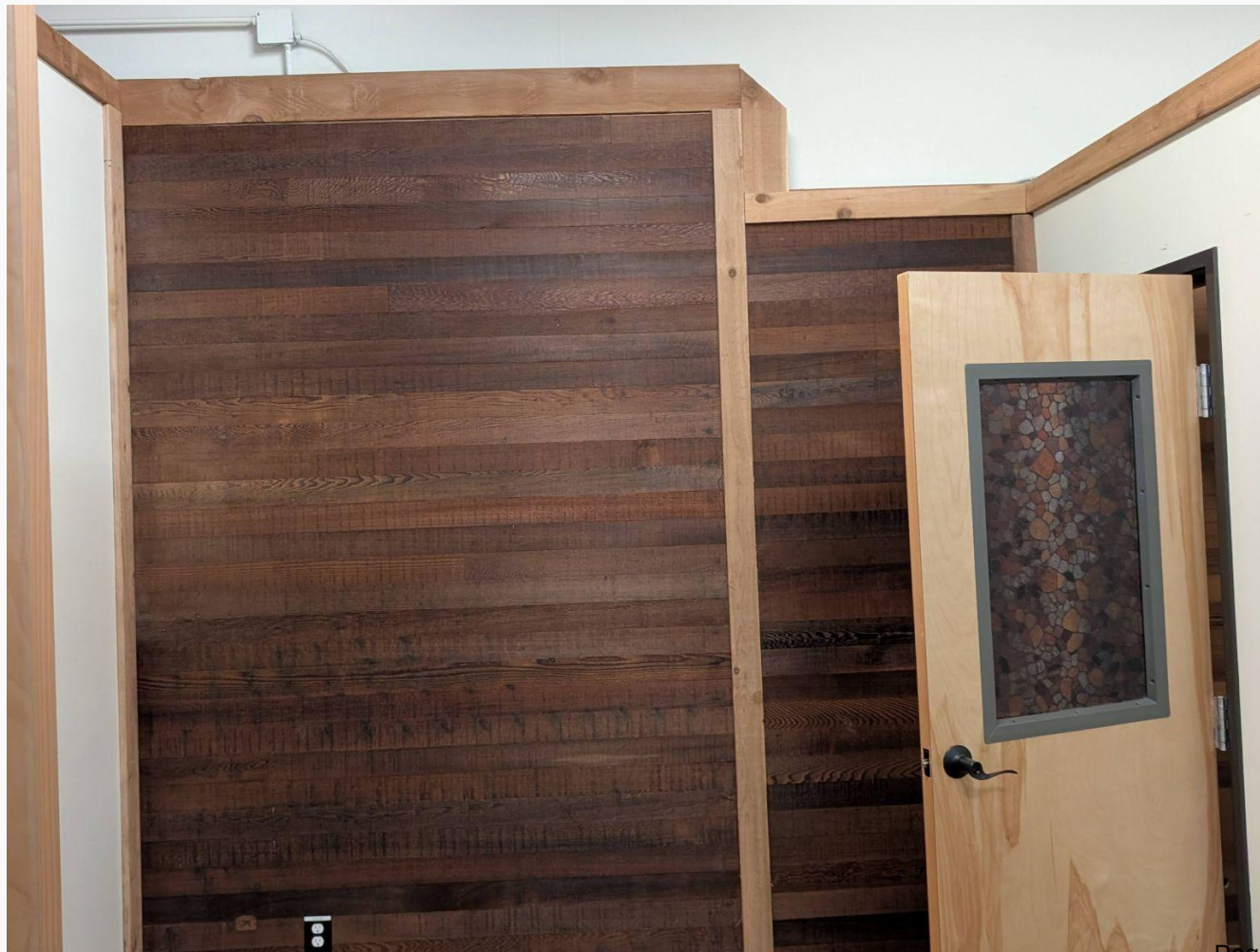
Level 1 / Level 2

- Outdated, dark wall finishes will be replaced with clean, modern drywall.
- Darker paint colors will be replaced with bright white paint.
- Wood trim and paneling will be selectively removed.
- Other architectural accent pieces like corrugated metal wall paneling will be removed and replaced with standard drywall finishes.
- Historic flooring will be restored and replaced where needed.

Level 1



Level 1



Level 2

20



Project Budget

Item	Building	Work item	Cost estimate	Category	Notes	Approx Area (sq ft)
1	708	Replace building HVAC equipment	\$70,000	Hard-cost facility upgrades		
2	708	Reconfigure air handler/ duct L1	\$10,000	Hard-cost facility upgrades		
3	708	Expand HVAC system L2	\$15,000	Hard-cost facility upgrades		
4	708	Roof repairs	\$10,000	Exterior renovations		
5	708	Selective demo Basement	\$12,000	Interior demo		
6	708	Selective demo L1	\$8,000	Interior demo		
7	708	Selective demo L2	\$6,000	Interior demo		
8	708	Framing/ drywall L1	\$35,000	Improvements/ expansion		3,600
9	708	Framing/ drywall L2	\$15,000	Improvements/ expansion		4,800
10	708	Added skylights L2	\$25,000	Exterior renovations		
11	708	Replace wall finishes L1	\$10,000	Improvements/ expansion		
12	708	Replace wall finishes L2	\$20,000	Improvements/ expansion		
13	708	Painting L1	\$13,000	Improvements/ expansion		
14	708	Painting L2	\$15,000	Improvements/ expansion		
15	708	Re-finish historic flooring L1	\$15,000	Improvements/ expansion		
16	708	Re-finish historic flooring L2	\$15,000	Improvements/ expansion		
17	All	Unforeseen conditions	\$20,000	Improvements/ expansion	Just a guess at this point	
18	All	Engineering/ arch fees	\$5,000	Engineering/ arch fees	Just a guess at this point	
19	All	Permit fees	\$5,000	Permit fees	Just a guess at this point	
		TOTAL	\$324,000			

Concept Photos

Concept Photos



Concept Photos



Concept
Photos



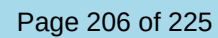
Concept Photos



Concept Photos

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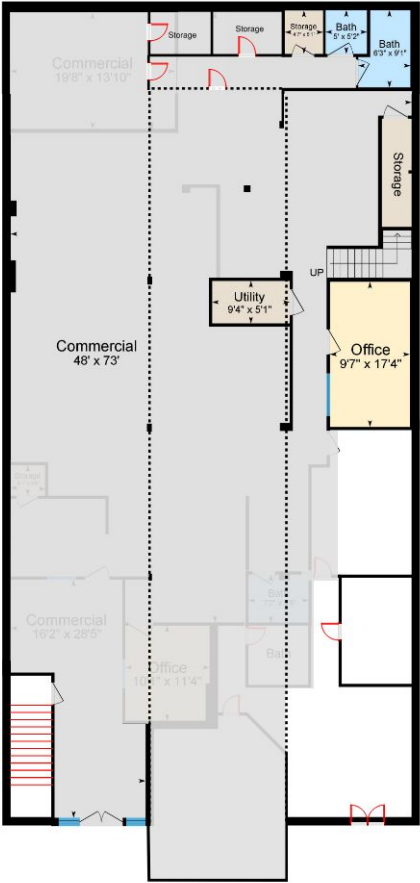




Level 1

**PROPOSED
FLOOR
PLAN**

LEVEL 1



Questions?



CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	August 19, 2026
From:	Carrie Richter, City Attorney Tony Konkol, City Manager		

SUBJECT:

Item 9.b. - Flavored Nicotine Ban Advocacy Letter

STAFF RECOMMENDATION:

Please provide direction to staff on whether to prepare the Flavored Nicotine Ban advocacy letter for distribution by the Mayor to neighboring cities and Clackamas County.

EXECUTIVE SUMMARY:

During the regular City Commission meeting on July 15, the City Commission directed staff to amend the draft Flavored Nicotine Ban Advocacy Letter that was presented for approval. Additionally, they instructed staff to share the draft with the Mayor to make further edits before it was brought back for final approval.

BACKGROUND:

During the work session on July 7, the City Commission discussed the potential for a flavored nicotine ban. As part of that discussion, the benefits of partnering with neighboring cities to advocate for a ban with Clackamas County was highlighted as a possible path forward. Ultimately, consensus was reached that the Commissioners were interested in the Mayor distributing the advocacy letter to neighboring cities and lobbying Clackamas County for County-wide implementation. They directed staff to present the advocacy letter during the regular meeting on July 15 for formal approval. During the regular Commission Meeting on July 15, additional amendments to the advocacy letter were requested as well as another review by the Mayor prior to final approval.

OPTIONS:

1. Approve distribution of the Flavored Nicotine Ban Advocacy Letter
2. Approve distribution of the Flavored Nicotine Ban Advocacy Letter with amendments
3. Deny distribution of the Flavored Nicotine Ban Advocacy Letter and provide further direction

BUDGET IMPACT:

N/A

To: Mayors and City Councils of Cities within Clackamas County

From: Mayor Denyse McGriff and the Oregon City Commission

Date: August, 2026

Re: Joint Advocacy Invitation Seeking an Ordinance Banning Flavored Tobacco and Synthetic Nicotine Sales in Clackamas County

The purpose of this memo is to ask for your support in petitioning Clackamas County to pass an ordinance banning flavored tobacco and synthetic nicotine sales in the County. Our neighboring Counties have already done so, and it is past time for Clackamas County to follow suit.

The Problem: The use of tobacco products remains the leading cause of preventable death and disease, killing nearly 8,000 Oregonians each year from cancer and cardiovascular and respiratory diseases. 27.5% of cancer deaths in Oregon are attributable to smoking. Studies show that the younger someone is when they start smoking, the harder it is to quit. Nine out of ten adults who smoke report that they started smoking before turning 18. Eight out of ten youth who have ever used a tobacco product initiated with a flavored (vape) product. The popularity of these flavored products has increased four-fold from 5% to 23% from 2013 to 2019, despite a 25-year trend of reduced combustible cigarette sales. Two in three of 11th graders who have ever used tobacco report first using flavored tobacco.

In 2022, e-cigarette use by 11th graders in Clackamas County was 12.5%, which is significantly higher than in other tri-county areas with Multnomah County at 9.1% and Washington County at 5.6%. 84% reported using flavored products such as mint, fruit, coffee, candy, or other flavors. For example, of Oregon City 11th grade vape users, 6.7% said that they got their tobacco from a local retailer where the minimum age to buy is 21 years old.

Washington County has 0.52 tobacco retailers per 1,000 residents. There are 0.68 tobacco retailers per 1,000 residents in Clackamas County, meaning that there are 263 licensed tobacco retailers, and of those, 30 are considered vape shops. Many of these retailers are located within 1000 feet of a school.

Although legislation was introduced during the 2026 legislative session to ban flavored products statewide, SB 702 did not pass. Many Youth Advisory Committees from around the state spent time lobbying the legislature to enact a statewide ban. We understand that no such legislation is proposed for the 2027 session.

The Solution: In May 2026, the Oregon Supreme Court issued a decision upholding a Washington County ordinance banning flavored tobacco¹ against challenges by retailers. *Schwartz v. Washington County*, 375 Or 227 (2026).² First adopted and challenged in 2021, the retailers secured an injunction barring the ordinance prohibition from taking effect. Now that the Supreme Court has ruled, Washington County, awaiting some final resolution by the lower court, expects to move forward with implementation in the near future. Enforcement will be complaint-driven through its code enforcement department, funded through a tobacco license surcharge collected by the Oregon Department of Revenue and passed along to the County.

In 2024, Multnomah County adopted a similar flavor ban ordinance, which was challenged and stayed awaiting resolution of the *Schwartz* case, but now should be free to move forward. Multnomah County implements the Oregon Health Authority tobacco licensing program and has health department personnel who handle regular business inspection as well as enforcement.

We request that Clackamas County partner with the other two Metro counties and similarly move forward with a flavor ban ordinance akin to what is in place in Washington and Multnomah counties. This will not only significantly contribute to curbing youth and young adult access to flavored nicotine products, but it will also keep youth from seeking these products in Clackamas County.

This effort could be funded through a combination of a tobacco license surcharge, collected by the Oregon Department of Revenue, and from affected cities. If County inspection and enforcement is not available, perhaps inspection and enforcement could happen at the municipal level.

If you may be interested in joining Oregon City in this effort, please respond to Assistant City Manager Alex Troutman at ATroutman@OrCity.org expressing your interest on or before **October _____, 2026.**

¹ These bans would affect only the retail sale and distribution of “flavored products” which are cigarettes, cigarillos, pouches, or vapes that contains a taste or smell other than tobacco that are subject to state tobacco retail licensing. This would not include FDA-approved tobacco cessation such as nicotine replacement therapy.

² The *Schwartz* decision is focused on the statewide tobacco licensing scheme under which the Oregon Health Authority (OHA) and a “local public health authority” i.e. a county government, regulates and tracks compliance with Oregon tobacco laws. As a “local public health authority,” Clackamas County would be similarly situated as Washington and Multnomah counties who benefit from this ruling.



CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	August 19, 2026
From:	Shaun Davis, Police Chief		

SUBJECT:

Item 9.c. - First and Second Reading of Ordinance 26-1012 Adoption of Chapter 10.26 – Powered and Electric Rideable Devices and Declaring an Emergency

STAFF RECOMMENDATION:

Staff recommends the City Commission adopt the first and second reading of Ordinance 26-1012 – Powered and Electric Rideable Devices which revises the City Code by adding Municipal Code Chapter 10.26 and declaring an emergency

EXECUTIVE SUMMARY:

This ordinance proposes the adoption of a municipal code aligning with Oregon Vehicle Code while establishing reasonable local regulations and enforceable regulations governing personal powered and electric rideable devices within the City. The primary objective is to promote public safety, reduce conflicts in shared public spaces, and protect pedestrians, bicyclists, and other users of the public right of way with the City.

BACKGROUND:

Over the past year, the City has experienced a significant increase in community complaints regarding unsafe riding behavior involving personal powered and electric rideable devices; specifically electric assisted bicycles, motor assisted scooters or e-scooter, electric personal assistive mobility devices, powered mobility devices, and e-motorcycles or vehicles manufactured for off-road use. Residents have consistently raised concerns about riders:

- Riding illegally on the roadway and in traffic
- Performing stunts in public areas
- Riding through parks and damaging park property
- Riding recklessly in ways that endanger themselves and others

During the same period of time, the police department has responded to several crashes involving these vehicles which have resulted in injury to the riders.

The City of Oregon City currently does not have a City Ordinance in the municipal code that regulates or prohibits certain types of riding behavior involving personal powered and electric rideable devices. Oregon legislation recently addressed certain aspects of these

devices in HB 4007 including:

- Rider age requirements
- Classification and type of e-bikes
- Restrictions on sidewalk riding

However, state law does not adequately address the dangerous riding behaviors our community is experiencing. Neighboring communities are also experiencing these same unsafe operations and have adopted similar ordinances to address these dangerous riding behaviors.

The proposed ordinance will align local regulations with the Oregon Vehicle Code while establishing reasonable local regulations and enforcement discretion. The ordinance is also behavior-based and focused on public safety. The ordinance will prohibit unsafe riding conduct, including but not limited to:

- Reckless or careless riding
- Stunt riding such as wheelies, riding on handlebars, jumping, trick riding, or other similar conduct;
- Moving between the bicycle lane, bicycle path, roadway, and/or sidewalk quickly, unpredictably, or without providing a visual or audible signal;
- Using a mobile device or wearing devices that hinder the ability to hear road noises such as earbuds, earphones, headphones, or headsets in both ears;
- Attempting to elude law enforcement or code enforcement officers;
- Operating while under the influence of intoxicants;
- Failure to yield the right-of-way at intersections or crosswalks;
- Other similar conduct that endangers or would be likely to endanger any person or property.

The intent is to create clear behavioral expectations for riders while maintaining a balanced approach that still supports responsible riding within the community.

The ordinance includes a structured penalty framework and provides law enforcement and the Municipal Court with several enforcement options depending on the severity of the violation and risk posed to the public.

The safe-keeping and impound provision is intended only for the most serious situations where riding behavior demonstrates a substantial danger to the rider or the public.

An important component of this issue involves parental awareness and accountability. Parents and guardians must understand that they may bear responsibility for the actions of minor children operating personal powered and electric rideable devices illegally or recklessly. Across the country, including in California, there have been instances where riders and parents have faced criminal consequences following accidents resulting in

serious injury or death.

The City believes proactive education and early intervention are critical to preventing similar tragedies in our community. The primary objective is to promote public safety, reduce conflicts in shared public spaces, and protect pedestrians, bicyclists, and other users of the public right of way with the City.

The City recognizes that personal powered and electric rideable devices serve as an important transportation and recreation tool for many residents, especially youth traveling to school, work, parks, and activities. This ordinance seeks to strike a balance between supporting responsible use while ensuring public safety remains the highest priority.

The City's expectation is that enforcement efforts will emphasize education first, while still providing meaningful consequences for dangerous behavior.

This ordinance was discussed at the July 15, 2026 Commission meeting, and the Commission provided direction to staff to move forward with an ordinance and bring it forward as an emergency. Staff worked with the City Attorney and City Prosecutor to draft the proposed ordinance.

OPTIONS:

1. Approve First and Second Reading of Ordinance 26-1012 Adoption of Chapter 10.26 — Powered and Electric Rideable Devices and Declaring an Emergency.
2. Approve First and Second Reading of Ordinance 26-1012 Adoption of Chapter 10.26 — Powered and Electric Rideable Devices and Declaring an Emergency with Amendments.
3. Deny First and Second Reading of Ordinance 26-1012 Adoption of Chapter 10.26 — Powered and Electric Rideable Devices and Declaring an Emergency and provide further direction.

BUDGET IMPACT:

N/A

ORDINANCE NO. 26-1012

**AN ORDINANCE OF THE CITY OF OREGON CITY REVISING THE CITY CODE
BY ADDING MUNICIPAL CODE CHAPTER 10.26 – POWERED AND ELECTRIC RIDEABLE
DEVICES AND DECLARING AN EMERGENCY**

WHEREAS, the City Commission of the City of Oregon City seeks to promote public safety and ensure the safe use of public streets, sidewalks, bicycle lanes, pathways, parks, and other public property; and

WHEREAS, increased use of personal powered and electric rideable devices has resulted in higher speeds, unsafe operation and conflicts within shared public spaces; and

WHEREAS, the City desires to align local regulations with the Oregon Vehicle Code while establishing reasonable local regulations and enforcement discretion.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The Oregon City Municipal Code is hereby amended to include Chapter 10.26 attached as Exhibit A to this ordinance

Section 2. 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 3. Declaring an Emergency. This Ordinance shall take effect August 19, 2026, unless the City Commission approval is not unanimous. If the vote is not unanimous, the effective date shall be 30 days after final adoption.

Read for the first and second time at a regular meeting of the City Commission held on the 19th day of August 2026 and taking effect on August 19, 2026.

DENYSE C. MCGRUFF
Mayor

Attested to this day of ,

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Exhibit A

Chapter 10.26– POWERED AND ELECTRIC RIDEABLE DEVICES

10.26.010 - Purpose

- A. The purpose of this Chapter is to regulate the operation of personal powered and electric rideable devices; specifically electric assisted bicycles, motor assisted scooters or e-scooter, electric personal assistive mobility devices, powered mobility devices, and e-motorcycles or vehicles manufactured for off-road use to promote public safety, reduce conflicts in shared public spaces, and protect pedestrians, bicyclists, and other users of the public right-of-way; and
- B. This Chapter is intended to supplement and be consistent with the Oregon Vehicle Code.

10.26.020 - Definitions

The following definitions shall apply only to this chapter:

- A. **“Electric Assisted Bicycle”** means a vehicle that is equipped with an electric motor and that is a Class 1 electric assisted bicycle, a Class 2 electric assisted bicycle or a Class 3 electric assisted bicycle.
 - 1 **“E-Bike”** shall mean the same as “Electric Assisted Bicycle.”
 - 2 **“Class 1 Electric Assisted Bicycle”** means an electric assisted bicycle that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.
 - 3 **“Class 2 Electric Assisted Bicycle”** means an electric assisted bicycle that may be propelled by its motor without a rider pedaling and ceases to provide assistance once the bicycle reaches a speed of 20 miles per hour.
 - 4 **“Class 3 Electric Assisted Bicycle”** means an electric assisted bicycle that provides assistance only when the rider is pedaling, ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour, and is equipped with a speedometer.
- B. **“Motor assisted scooter or e-scooter”** means a vehicle that:
 - 1. Is designed to be operated on the ground with not more than four wheels;
 - 2. Has a foot support or seat for the operator’s use;
 - 3. Can be propelled by motor or human propulsion; and
 - 4. Is equipped with a power source that:
 - a. On or before December 31, 2026, is incapable of propelling the vehicle at a speed greater than 24 miles per hour on level ground; or
 - b. On or after January 1, 2027, is incapable of propelling the vehicle at a speed of greater than 20 miles per hour on level ground; and
 - 5. If the power source is a combustion engine, has a piston or rotor displacement of 35 cubic centimeters or less regardless of the number of chambers in the power source; or if the power source is electric, has a power output of not more than 1,000 watts.
- C. **“Electric personal assistive mobility device”** means a device that:

Exhibit A

1. Is self-balancing on two non-tandem wheels;
2. Is designed to transport one person in a standing position;
3. Has an electric propulsion system; and
4. Has a maximum speed of 15 miles per hour.

D. **“Powered Micromobility Device”** means a vehicle that:

1. Is designed to transport a person;
2. Has a propulsion system;
3. Has a maximum speed of 28 miles per hour; and
4. Has an unloaded weight of less than 100 pounds.
5. **“Powered Micromobility Device”** does not include:
 - a. Devices exclusively powered by human power; or
 - b. The following devices or vehicles:
 - (i) Electric assisted bicycles;
 - (ii) Electric personal assistive mobility devices;
 - (iii) Motor assisted scooters;
 - (iv) Motorized wheelchairs;
 - (v) Motorcycles, as defined in ORS 801.365;
 - (vi) Mopeds, as defined by ORS 801.345; or
 - (vii) E-Motorcycle or Vehicle Manufactured for Off-Road Use.

E. **“E-Motorcycle or Vehicle Manufactured for Off-Road Use”** means a vehicle that:

1. Does not meet federal motor vehicle safety standards for public roadway operation; and
2. Is capable of traveling faster than 20 mph without peddling on level ground; and
 - a. If the power source is a combustion engine, has a piston or rotor displacement of more than 35 cubic centimeters regardless of the number of chambers in the power source; or
 - b. The power source is an electric motor.
3. Examples of “Vehicles Manufactured for Off-Road Use” include, but are not limited to, mini-motorcycles, mini-choppers, pocket bikes, go-karts and all-terrain vehicles.

F. **“Guardian”** means a parent, legal guardian, or person legally responsible for supervising a minor.

G. **“Minor”** means any person younger than eighteen (18) years of age.

H. **“Highway”** means every public way, road, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of the city, including private roads which are open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right.

10.26.030 - General Operating Regulations

Exhibit A

- A. It is unlawful for any person to operate an electric assisted bicycle, motor assisted or e-scooter, electric personal assistive mobility device, or powered micromobility device while carrying more persons on the device than the number for which it is designed or safely equipped.
- B. It is unlawful for any person to operate an electric assisted bicycle, motor assisted or e-scooter, or powered micromobility device on a sidewalk, in a park, or other public property that is designated for pedestrian use.
- C. It is unlawful for any person:
 - 1. Under 14 years of age to operate an electric assisted bicycle, a motor assisted scooter, electric personal assistive mobility device, powered micromobility device or e-motorcycle; or
 - 2. Under 16 years of age to operate a Class 2 or Class 3 electric assisted bicycle, a motor assisted scooter, electric personal assistive mobility device, powered micromobility device or e-motorcycle as described in this section.
- D. All minors under 16 years of age must wear protective headgear of a type approved under state law when operating an electric assisted bicycle, motor assisted scooter or e-scooter, electric personal assistive mobility device, or powered micromobility device on a highway or on any premises open to the public.
 - 1. This requirement does not apply when wearing protective headgear would violate a religious belief or practice of the person. This exemption is an affirmative defense, to be established by the person asserting the defense by a preponderance of the evidence.
- E. Except as provided in subsection (1) of this section, it is unlawful for any person to operate an electric assisted bicycle, motor assisted scooter or e-scooter, electric personal assistive mobility device, or powered micromobility device on any portion of a roadway that is not a bicycle lane or bicycle path when a bicycle lane or bicycle path is adjacent to or near the roadway.
 - 1. A person is not in violation of the offense under this section if the person is able to safely move out of the bicycle lane or path for the purpose of:
 - a. Overtaking and passing another bicycle, a vehicle or a pedestrian that is in the bicycle lane or path and passage cannot safely be made in the lane or path.
 - b. Preparing to execute a left turn at an intersection or into a private road or driveway.
 - c. Avoiding debris or other hazardous conditions.
 - d. Preparing to execute a right turn where a right turn is authorized.
 - e. Continuing straight at an intersection where the bicycle lane or path is to the right of a lane from which a motor vehicle must turn right.
- F. It is unlawful for any person operating an electric assisted bicycle, motor assisted scooter or e-scooter, electric personal assistive mobility device, or powered micromobility device to overtake or pass another person:
 - 1. without providing an audible warning; or
 - 2. on the right unless overtaking or passing the other person on the left would be unsafe due to debris, road conditions, or some other similar obstacle.

10.26.040 - Reckless or Careless Operation

Exhibit A

- A. It is unlawful for any person to operate an electric assisted bicycle, motor assisted scooter or e-scooter, electric personal assistive mobility device, powered micromobility device, e-motorcycle or vehicle manufactured for off-road use in a careless or reckless manner. Careless or reckless riding includes but is not limited to:
- a. Stunt riding such as wheelies, riding on handlebars, jumping, trick riding, or other similar conduct;
 - b. Moving between the bicycle lane, bicycle path, roadway, and/or sidewalk quickly, unpredictably, or without providing a visual or audible signal;
 - c. Using a mobile device or wearing devices that hinder the ability to hear road noises such as earbuds, earphones, headphones, or headsets in both ears;
 - d. Attempting to elude law enforcement or code enforcement officers;
 - e. Operating while under the influence of intoxicants;
 - f. Failure to yield the right-of-way at intersections or crosswalks;
 - g. Other similar conduct that endangers or would be likely to endanger any person or property.
- B. It is unlawful for any person to operate an e-motorcycle or vehicle manufactured for offroad use on any highway, public street, sidewalk, pathway, trail, park, or any other public property within the City, except as authorized under Chapter 10.20.

10.26.050 - Violations-Penalty

- A. A violation of this chapter is punishable by a fine as follows:
1. Any person who violates Section 10.26.030 of this chapter shall be subject to a fine not more than \$250.00. For a second or subsequent violation of Section 10.26.030 within twelve months thereafter, such person shall be subject to a fine in the amount of \$500.00.
 2. Any person who violates Section 10.26.040 of this chapter shall be subject to a fine in the amount of \$500.00. Any subsequent violation of Section 10.26.040 within twelve months of the initial violation of Section 10.26.040 or within twelve months of any subsequent violation of Section 10.26.030 shall be subject to a fine in the amount of \$1,000.00.
- B. No legal guardian shall cause, permit, or knowingly allow a minor under the age of eighteen (18) years of age to operate an electric assisted bicycle, motor assisted scooter or e-scooter, electric personal assistive mobility device, e-motorcycle or vehicle manufactured for off-road use on any public street, road, alley, trail, or other public property within the City in violation of state law or this ordinance. Any guardian found guilty of, or entering a plea of guilty or no contest to, a violation of this subsection shall be subject to a fine not more than \$500.00. For a second or subsequent violation within twelve months thereafter, such guardian shall be subject to a fine in the amount of \$1,000.00.

10.26.060 – Authorization to Impound and Tow

- A. Law enforcement officers are hereby authorized to seize for safe-keeping any vehicle regulated under this ordinance when the officer has probable cause to believe is being operated on any highway or any other public property within the City by a minor in violation of the provisions of state law or this ordinance.

Exhibit A

1. Whenever a vehicle regulated by this ordinance is seized for safe-keeping, and the identity of the minor who was operating the vehicle is known, the minor or minor's guardian shall be given a property in custody report.
 2. In the event a vehicle regulated by this ordinance is seized for safe-keeping pursuant to this subsection, the guardian of the minor of such vehicle, in possession of the custody report, shall be the only person the police department will release the seized vehicle.
- B. Law enforcement officers are hereby authorized to impound any e-motorcycle or vehicle manufactured for off-road use when the officer has probable cause to believe is being operated on the public streets, roads, trails, alleys, or any other public property within the City by any person over 18 years of age in accordance with Chapter 10.36.

10.26.070 - Severability

If any provision of this chapter is, for any reason, held to be invalid or otherwise unenforceable by a court of competent jurisdiction, that specific portion so declared to be invalid or unenforceable shall be deemed separate, distinct and independent and any such hold shall not affect the validity or enforceability of the remaining portions of this chapter.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 19, 2026
From: Jarrod Lyman, Communications Manager

SUBJECT:

Item 9.d. - Second Reading of Ordinance 26-1011, Adoption Of A New Flag

STAFF RECOMMENDATION:

EXECUTIVE SUMMARY:

The City Commission has requested a new flag be designed to represent Oregon City. After two rounds of public input and three design reviews, the Commission has chosen a design they wished to see made official. The passing of the attached ordinance will make the new design the official flag of Oregon City.

BACKGROUND:

In September of 2025, the City Commission directed staff to begin the process of creating a new City flag.

Staff worked with the North American Vexillological Association (NAVA) to determine the process for adopting a new banner.

In February, the city conducted the "Flag Poll" asking residents what elements of the City which be easily represented on a flag, and which colors the thought most represented the community.

The more than 200 responses to that survey were given to NAVA to start creating design options. About two dozen options were submitted, which were reviewed both by staff and by a representative with the Confederated Tribes of the Grand Ronde. Five designs were presented to the Commission, who then narrowed that down further to three.

Those three designs were shared on Social Media for twelve days. The feedback was presented to the Commission, who after additional reviews, chose the design presented today. The first reading of the ordinance was approved during the Aug. 5 General Meeting.

OPTIONS:

1. Approve the Second Reading of Ordinance 26-1011 Adoption Of A New Flag
2. Deny the Second Reading of Ordinance 26-1011 Adoption Of A New Flag and provide further direction.

BUDGET IMPACT:

N/A

ORDINANCE NO. 26-1011

AN ORDINANCE OF THE CITY OF OREGON CITY ADOPTING A NEW CITY FLAG

WHEREAS, the current City Flag was adopted in 1989 and the City Commission desires to revise and update the flag design; and

WHEREAS, the City has worked with experts in flag design, conducted public outreach, consulted with tribal organizations, and reviewed several variations of the final design; and

WHEREAS, the new City Flag incorporates several symbolic elements of Oregon City and meets the standards provided by the North American Vexillological Association.

NOW, THEREFORE, THE CITY COMMISSION ORDAINS AS FOLLOWS:

Section 1. The current Oregon City Municipal Code Chapter 1.12 is repealed and replaced with the new Chapter 1.12 attached as Exhibit A.

Read for the first time at a regular meeting of the City Commission held on the 5th day of August, 2026 and the City Commission finally enacted the foregoing ordinance this 19th day of August 2026.

DENYSE C. MCGRUFF
Mayor

Attested to this 19th day of August 2026,

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Exhibit A

Chapter 1.12 - CITY FLAG

1.12.010 - Adopted.

A. The Oregon City Flag is officially adopted as described in this chapter. It shall be referred to as the “City of Oregon City Flag.”

1.12.020 - Description.

A. The official flag shall consist of a horizontal white stripe ending at an angle intersecting a vertical white line representing the Municipal Elevator and fishing platforms used by indigenous tribes. A second horizontal white stripe will meet the vertical one at the bottom and extend to the right, representing Willamette Falls. Below the lower white stripe is a green stripe of equal thickness representing the McLoughlin Promenade. This green stripe meets a green square in the lower left corner representing our parks, which were initially identified as “public squares” in the City’s original plat. A field of blue will represent the sky and the waters of the two rivers where Oregon City is situated.

The color blue shall be:

hex code: 0668bb,

RGB: 6,104,187

CMYK: 89-60-0-0

Pantone 285c

The colors for green shall be:

Hex Code: 08801a

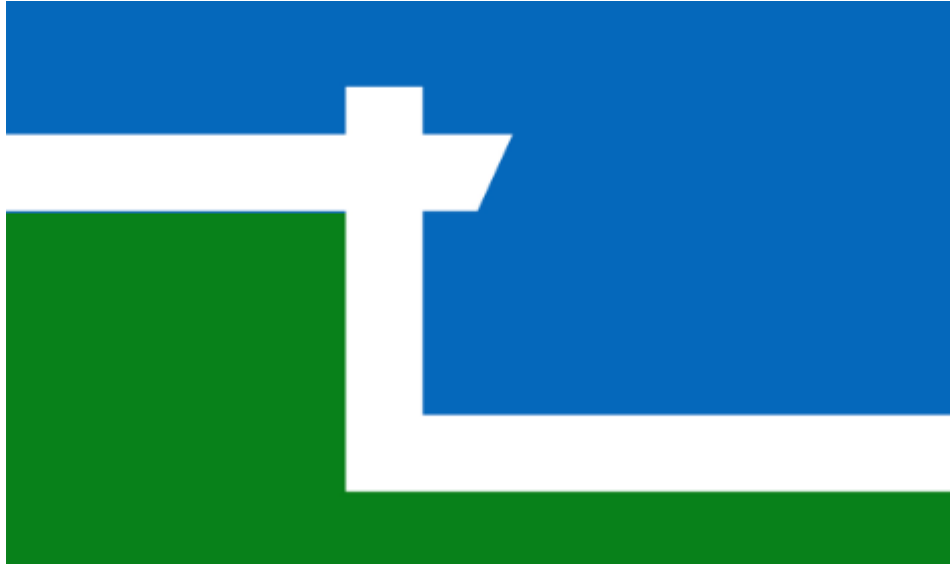
RGB: 8,128,26

CMYK: 87,25,100,13

Pantone 2258c

1.12.030 – Design

A. The official flag shall appear as below:



1.12.040 - Display.

A. The official city flag shall be displayed in the manner of the national and state flags. When flown alongside or near the US and Oregon flag, it shall be flown in a manner consistent with US Flag Code.



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 19, 2026
From: Hannah Schmidt, Community Engagement Specialist

SUBJECT:

Item a. - 2026-2027 Youth Advisory Commission Appointments

STAFF RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

The Mayor has appointed the following individuals to the Youth Advisory Commission for the 2026-2027 term:

- Betty Chappell (returning)
- Emma Artman (returning)
- Eva Lopez
- Evan Conley (returning)
- Gabriel Johnson
- Gaby Rysdam (returning)
- Hadley Taylor (returning)
- Hayden Teel
- Hyrum Freestone (returning)
- Levi Manselle
- Maxwell Bishop (returning)
- McKenzie Gilmore (returning)
- Peyton Kieffer
- Quintin Vetter
- Zirui Zhu

BACKGROUND:

N/A

OPTIONS:

BUDGET IMPACT: