



CITY OF OREGON CITY

URBAN RENEWAL COMMISSION - REVISED

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, June 05, 2024 at 6:00 PM

Ways to participate in this public meeting:

- *Attend in person, location listed above*
- *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 testimony via email is 3:00 PM on the day of the meeting)*
- *Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

EXECUTIVE SESSION OF THE URBAN RENEWAL COMMISSION:

The Executive Session will begin after the adjournment of the Urban Renewal Commission meeting.

- *Pursuant to ORS 192.660(2)(e): to conduct deliberations with persons designated by the governing body to negotiate real property transactions.*
- *Pursuant to ORS 192.660(2)(h): To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.*

URBAN RENEWAL COMMISSION MEETING

CALL TO ORDER

ROLL CALL

CITIZEN COMMENTS

Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The Urban Renewal Commission does not generally engage in dialog with those making comments but may refer the issue to the City Manager. Complaints shall first be addressed at the department level prior to addressing the Urban Renewal Commission.

DISCUSSION ITEM

1. [Stimson Property](#) – Appraiser RFP

COMMUNICATIONS**ADJOURNMENT**

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 table, and state your name and city of residence into the microphone. Each speaker is given three (3) minutes to speak. To assist in tracking your speaking time, refer to the timer on the table.

As a general practice, the City Commission does not engage in discussion with those making comments. Electronic presentations are permitted but shall 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 at www.orcity.org 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

Staff Report

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

To: Urban Renewal Commission
From: Executive Director Tony Konkol

Agenda Date: June 5, 2024

SUBJECT:

Stimson Property – Appraiser RFP

STAFF RECOMMENDATION:

Staff recommends that the Urban Renewal Commission review and approve the draft Appraiser RFP for the Stimson Property.

EXECUTIVE SUMMARY:

On March 6, 2024, the Urban Renewal Commission (“URC”) directed staff to proceed with obtaining an appraiser for the Stimson Property.

BACKGROUND:

On March 6, 2024, the URC directed staff to proceed with obtaining an appraiser for The Stimson Property. Previously, the URC approved staff obtaining an environmental assessment as well as a geotechnical report.

During URC’s regular meeting on December 13, 2023, Environmental Works (environmental assessment consultant) presented its final report.

In response to an RFP issued on November 28, 2023 by the Public Works Department, Pali Consulting provided a proposal for Geotechnical Services. The company was approved to conduct the work. In mid-April 2024, Pali Consulting completed its testing of the site. A final report is due on June 7, 2024.

The intent behind obtaining these various studies is to obtain as much information about the site to aid in discussions with a future developer.

OPTIONS:

1. Review and approve the draft Request for Proposal (“RFP”) for an appraiser for the Stimson Property.
2. Do not approve the draft Request for Proposal (“RFP”) for an appraiser for the Stimson Property.

**REQUEST FOR PROPOSALS (RFP)
REAL ESTATE APPRAISAL & COMMERCIAL ECONOMIC
ANALYSIS PROFESSIONAL SERVICES
OREGON CITY
EcDev2024.3**



James N Graham, CECD, Economic Development Manager, Oregon City

Urban Renewal Agency of Oregon City
625 Center Street
Oregon City, OR 97045

Phone: 503-496-1552
Email: jgraham@orccity.org

REQUEST FOR PROPOSALS (RFP)

REAL ESTATE APPRAISAL & COMMERCIAL ECONOMIC ANALYSIS PROFESSIONAL SERVICES

OREGON CITY

EcDev2024.3

INTRODUCTION

The Urban Renewal Agency of Oregon City ("URA") is soliciting proposals from qualified appraisers and/or appraisal firms for the provision of real estate appraisal services. The types of services that are the subject of this Request for Proposal ("RFP") include appraisal and commercial economic analysis of real property. The objective of this RFP is to identify an appraiser or appraisal firm (hereinafter identified as "Proposer(s)") with the required experience, expertise, and capacity to provide the described services. The URA's intention is to enter into a Professional Services Agreement ("PSA") with a selected Proposer. If an award is made, the resulting PSA shall be for no more than one year for a specific parcel of real estate, **The Stimson Property**, see site map **Exhibit 1**). The URA may, at its sole discretion, terminate its PSAs sooner than the expiration of the term specified.

Qualified appraisers or appraisal firms are invited to submit a written proposal describing their qualifications and relevant experience for consideration. Consultants are expected to provide the services and deliverables identified in the Scope of Work ("SOW") as described in Section IV below. Qualified appraiser consultant(s) may be invited to make a presentation or participate in an oral interview. Evaluation will be based on the submissions of the qualified proposal and, if applicable, the presentation and/or oral interview.

BACKGROUND -URBAN RENEWAL

Urban Renewal is an economic development tool used by local governments across the country. More specifically, it is a method to revitalize areas of "blight" through public investments that stimulate private development. Examples of blight include buildings that are unsafe or unfit for occupancy, inadequate streets, or environmentally contaminated areas. Due to these conditions, private real estate developers, property owners or business owners are unable to generate a sufficient profit on potential development in the area. As a result, private investment stalls and the blighted conditions remain.

Public investment is sometimes necessary to support and enable private investment. Public investments might include improving roads and infrastructure, technical and financial assistance to developers, or enhancing community amenities. Once private development becomes financially feasible, investment returns to the area.

Once private development becomes feasible, investment returns to the area. As physical and economic conditions improve over time, further private investment is stimulated, and the local economy is strengthened. The economic vitality, livability, and environmental sustainability of the wider city are often improved by Urban Renewal investments.

The Urban Renewal District/Area

Oregon City has one urban renewal area, the Downtown/Northend URA. The URA includes Downtown Oregon City, Singer Hill Road and High Street in the Historic McLoughlin area, the area around The Cove and Abernathy Road to Highway 213. Please refer to the Downtown/Northend URA site map (**Exhibit 2**).

The Urban Renewal Agency

The Agency is a separate legal entity from the City of Oregon City that is established under State law. Oregon Revised Statutes Chapter 457.035(1) creates “a public body corporate and politic to be known as the urban renewal agency” for each municipality. The Oregon City Urban Renewal Commission is responsible for providing oversight for the District as specified in the Downtown/North End Urban Renewal Plan, amended in January 2023.

The Urban Renewal Commission

On October 5, 1983, Ordinance No. 83-1014 created the Oregon City Urban Renewal Board, composed of seven members appointed by the Mayor. Over the years a variety of changes were made in the composition of the URA Commission as well as some of its functions and authority. Nevertheless, the URA Commission is comprised of seven members, five are existing City Commission members and two are from the public at large.

The Urban Renewal Commission approved the 11th amendment to the Urban Renewal Plan on December 21, 2022. This amendment updated the project plan to three primary projects, which are the Rossman Landfill, Clackamette Cove, and the Stimson Property, and several secondary projects, including the County Courthouse on Main Street, Improvements to the End of the Oregon Trail Interpretive Center, and downtown railroad Quiet Zone, and development of the vacant 12th and Main Street property.



James N Graham, CEcD, Economic Development Manager, Oregon City

625 Center Street
Oregon City, OR 97045

Real Estate Appraisal & Commercial Economic Analysis Professional Services

Section I. GENERAL GUIDELINES AND STIPULATIONS

The anticipated contract start date is **August 1, 2024**, with a contract duration of approximately 7 months. The Proposers shall assume responsibility for all contractual matters and services outlined in their proposal.

Proposals must be received by **5:00 pm on June 27, 2024**, at the City of Oregon City, Economic Development Department, Attn:

Urban Renewal Agency, City of Oregon City
c/o James Graham, Economic Development Department
625 Center Street.
Oregon City, Oregon 97045-0304

It is projected that proposals will be reviewed and approved by **July 17, 2024**.

Section II. ELECTRONIC SUBMITTAL

The URA allows and will accept electronic submittals, in lieu of an official paper submittal.

a. Electronic submittals are to be e-mailed to the Economic Development Manager's email address on or before the deadline (jgraham@orccity.org).

b. Title the e-mail with the label, Appraiser RFP.

c. Any risks associated with ensuring the timely response to this RFP are borne by the respondent. The URA will send a confirmation email.

d. The URA e-mail system will generally allow documents up to, but no larger than, 10 megabytes.

e. If the Proposers also submits a hard copy, the URA will determine which form takes precedence in the event of discrepancies.

Inquiries shall be directed to James Graham, Economic Development Manager, by phone (503) 496-1552 or email (jgraham@orccity.org). Verbal statements made by representatives of the municipal government are not binding unless confirmed in writing.

Proposers are responsible for ensuring that their contact information is correct and that email updates are being received and not being sent to spam folders. Hence, the URA is not responsible for the failure of the Proposer to receive notifications of any changes or corrections made.

An authorized representative of the responding consultant must sign the proposal and their name and title must appear below the person's signature. Signing the proposal certifies that:

- a. the person has the legal authority to do so on behalf of the responding firm;
- b. no employee of The City of Oregon City, or URA, or any partnership or corporation in which the URA has an interest, will or has received any remuneration of any description either directly or indirectly, in connection with the approval or performance of resulting from this RFP;
- c. the statements contained in the proposal are true and complete to the best of the Proposer's knowledge;
- d. the URA reserves the right to waive any minor irregularity, informality, or non-conformity with the provisions or procedures of this RFP, and to seek clarification from the respondent if required;
- e. the URA reserves the right to reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional proposals.
- f. that respondents understand that by submitting this RFP, the URA does not commit to pay any costs incurred by the Proposer's submission or presentation to this RFP, or in making necessary preparation thereof;
- g. questions regarding this project proposal must be submitted to jgraham@orccity.org in writing and that necessary, interpretations or clarifications in response to questions will be made by issuance of an "Addendum" to all responding consultants within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing; and
- h. if an addendum is necessary, the URA, at its discretion, can extend the closing date;
- i. only questions answered by formal written addenda will be binding; oral and other interpretations or clarifications will be without legal effect; and
- j. the Proposer understands that late proposals will not be accepted.

All proposals become part of the public file for the project, without obligation to the City of Oregon City or the URA. The URA may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. In such an event, the URA or the City are not liable for any costs incurred by the Proposer in the preparation or presentation of the proposal.

Section III. QUALIFICATIONS OF PROPOSER(S)

Each Proposer shall provide a statement of qualifications which shall not exceed ten (10) pages (including resumes). This page limit applies only to the statement of qualifications, and does not apply to the Proposal.

The statement of qualifications shall include the following:

- a. Copies of certifications and licenses of the Proposer(s) to provide appraisal services in the State of Oregon.
- b. A cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm.
- b. Brief history and description of the Proposer submitting the proposal.
- c. Identification of the Proposer's professional staff members who will be assigned to this engagement if the Proposer's proposal is selected. Include a resume for each such professional staff member that details qualifications, years and types of experience, education, accomplishments, etc.
- d. The cost of fee for the requested services.

Section IV. SCOPE OF SERVICES

The Economic Development Department of Oregon City seeks proposals from qualified appraisal consulting firms or appraiser consultants that will conduct a new appraisal report that considers multiple appraisal approaches including sales comparison, cost, and income.

The appraiser consultant(s) shall review and analyze real property data including:

- a. Property boundaries
- b. Right of way, easements, and relevant agreements
- c. Circulation, access, traffic reports
- d. Adjacent land uses
- e. Allowable land uses including zoning and other policy restrictions
- f. Environmental Assessment Data
- g. Geo-Technical Services Data
- h. Market Data

Section V. DELIVERABLES

- a. A draft report should be written for the URA's review, a revision to the draft, and a final report should be part of the process.
- b. The final report should include a written narrative and graphic illustrations, as applicable.
- c. The appraisal will include an executive summary which provides a high-level summary of methods used, and rationale for determination of probable property uses.
- d. The appraiser consultants are expected to develop and present an appraisal of probable uses (especially a hotel) for the subject property, applying the standards of recognized professional appraisal organizations such as the Member Appraisal Institute ("MAI") and Uniform Standards of Professional Appraisal Practice ("USPAP").
- e. The executive summary will be written in a logical, sequential manner to provide a clear rationale for the appraiser's determination of probable uses and market values; this summary should be easily understood to non-real estate professionals reading the report.
- f. The narrative report should include clearly labeled tables that summarize written explanations of data analysis.
- g. A hard copy and an electronic version of the final appraisal report must be submitted.

Section VI. TERM OF CONTRACT

Following the selection of an appraiser consultant or consulting firm, the Economic Development Manager and/or designee will negotiate a Professional Service Agreement ("PSA"). A sample Professional Services Agreement included in this document (**Exhibit 3**). The contract period for the service contemplated by this RFP will be one (1) year and shall commence on or about the Effective Date of the executed contract agreement. The URA reserves the right to terminate the contract at any time, with or without cause, upon thirty (30) days written notice.

Section V. BUSINESS LICENSE/FEDERAL ID REQUIRED

Once selected, a City of Oregon City Business License is required. Chapter 5.04 of the City Code states no person shall do business within the City without a current, valid City license. No contracts shall be signed prior to the obtaining of the City of Oregon City Business License. **(Exhibit 4)**

ATTACHMENTS

- Exhibit 1: Stimson Property Site Map
- Exhibit 2: Urban Renewal District Site Map
- Exhibit 3: Standard Professional Services Agreement (“PSA”)
- Exhibit 4: Business License Application

EXHIBIT - B (STIMSON)

EXHIBIT 1

RECORD OF SURVEY

FOR
THE CITY OF OREGON CITY
OF
PROPERTY LINE ADJUSTMENT

SITUATED IN THE GEORGE ABERNETHY D.L.C. NO. 58, AND THE HIRAM STRAIGHT
D.L.C. NO. 42 AND THE NORTHWEST AND SOUTHWEST ONE-QUARTERS OF SECTION 29
IN TOWNSHIP 2 SOUTH AND RANGE 2 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

SCALE: 1"=100'

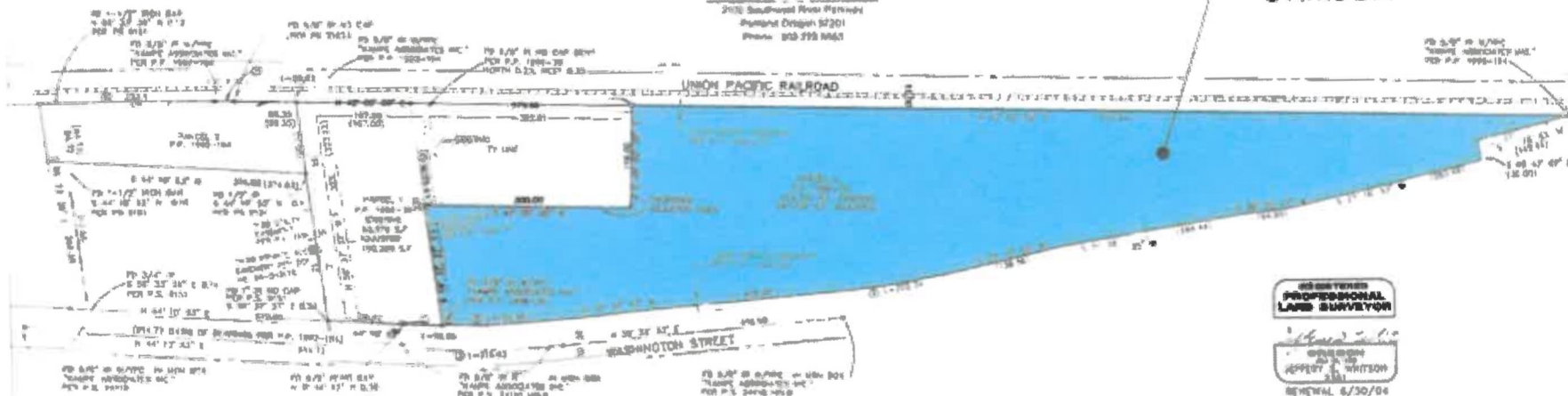
OREGON CITY PLANNING FILE NO. LLO-01

DECEMBER 15, 2001



DAVID EVANS
ASSOCIATES, INC.
2100 Southwood Road, Portland, OR 97201
Phone: 503 299 0661

STIMSON



REGISTERED
PROFESSIONAL
LAND SURVEYOR

JOHN J. WHITSON
RENEWAL 6/30/04

CURVE DATA

① Δ = 1° 14' 11"	② Δ = 9° 12' 02"	③ Δ = 8° 38' 02"
R = 140.36	R = 140.36	R = 140.36
L = 38.94	L = 79.88	L = 79.88
LC = 1° 14' 11" 14'	LC = 9° 12' 02" 12'	LC = 8° 38' 02" 12'
38.94	79.88	79.88
④ Δ = 8° 12' 02"	⑤ Δ = 7° 02' 02"	⑥ Δ = 2° 02' 02"
R = 140.36	R = 140.36	R = 140.36
L = 38.94	L = 79.88	L = 79.88
LC = 8° 12' 02" 12'	LC = 7° 02' 02" 12'	LC = 2° 02' 02" 12'
38.94	79.88	79.88

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO REESTABLISH THE PROPERTY
LINES OF PARCELS 2 OF PARTITION PLAT 1992-184 AND TO DROUGHT A
PROPOSED PROPERTY LINE ADJUSTMENT BETWEEN PARCEL 1 AND PARCELS 2 OF
PARTITION PLAT 1994-30. THE BEARINGS ARE BASED ON THE CENTERLINE OF
WASHINGTON STREET PER PARTITION PLAT 1992-184 AS SHOWN. THE
BOUNDARY LINES OF PARTITION PLATS 1992-184 AND 1994-30 WERE
REESTABLISHED BY HOLDING THE MONUMENTS SET OR FOUND AND RECORD
DATA PER SAID PARTITION PLATS AS SHOWN. THE NEW ADJUSTED LINE WAS
ESTABLISHED PARALLEL WITH AND PERPENDICULAR TO THE SOUTHERN PACIFIC
RAILROAD SOUTHEASTERLY RIGHT-OF-WAY LINE.

LEGEND

- FOUND MONUMENT AS NOTED
- SET 5/8" X 38" IRON ROD WITH YELLOW
PLASTIC CAP STAMPED "DEA INC"
- IR IRON ROD
- IP IRON PIPE
- FD FOUND
- S.F. SQUARE FEET
- P.P. PARTITION PLAT
- () RECORD DATA PER PARTITION PLATS 1992-184
AND 1994-30
- W/P/C WITH YELLOW PLASTIC CAP
- ① CURVE DATA AS NOTED

REFERENCE TABLE

PARTITION PLAT 1992-184
PARTITION PLAT 1994-30
P.S. 24115
P.S. 22174
P.S. 21033
P.S. 8151

APPROVED THIS 15th DAY OF DECEMBER, 2001
BY THE CITY OF OREGON CITY PLANNING DEPARTMENT

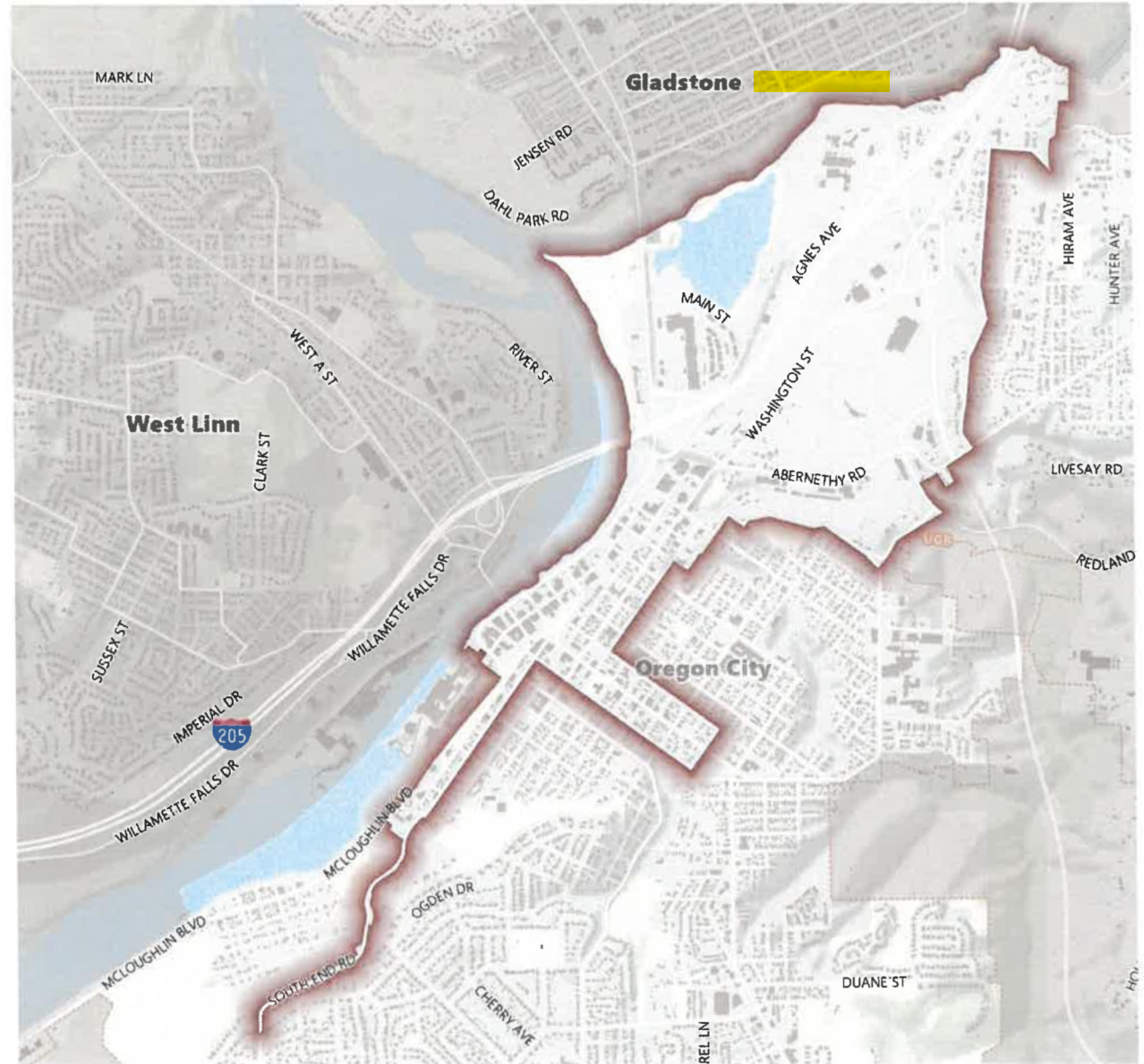
Oregon City Urban Renewal District Boundaries

Downtown Oregon City/North End Urban Renewal District.

855 acres including

- Downtown
- Clackamette Cove
- Landfill redevelopment site
- Washington/7th Street corridor
- Heritage Center area

Oregon City Urban Renewal Study | 10/29/20 Community Meeting



Point of Contact: James Graham, Economic Development Manager
Term of Contract: _____

EXHIBIT 2

**URBAN RENEWAL COMMISSION
PERSONAL SERVICES AGREEMENT**

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the Urban Renewal Commission of Oregon City ("URC") and _____ ("Consultant").

RECITALS

- A. URC 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 URC requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from _____ until _____, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice URC'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. Total compensation for services provided shall be \$ _____.
3. Scope of Services. Consultant will conduct the work associated with this agreement within the area as depicted in **Attachment B**. Consultant's services under this Agreement shall consist of the following services: _____.
4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in **Exhibit A**, attached hereto and by this reference incorporated herein.
5. Integration. This Agreement, along with the scope of services to be performed herein and, where applicable, the Standard Conditions to URC's Personal Services Agreement attached as **Exhibit A**, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.
6. Notices. Any notices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received. Bills and invoices may be sent by e-mail or United States mail.

To the Urban Renewal Commission:

Urban Renewal Commission
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: Economic Development Manager

To Consulting Firm: _____

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

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

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

Urban Renewal Commission

Consulting Firm

By: _____

By: _____

Anthony J. Konkol, III

Title: Executive Director

Title: _____

DATED: _____, 20____.

DATED: _____, 20____.

By: _____

James N. Graham, CEcD

Title: Economic Development Manager

**STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION ("URC")
PERSONAL SERVICES AGREEMENT**

EXHIBIT A

1. Consultant Identification. Consultant shall furnish to Urban Renewal Commission ("URC") its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as URC 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) URC agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by URC may be withheld pending settlement.

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. URC and

**STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION ("URC")
PERSONAL SERVICES AGREEMENT**

EXHIBIT A

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

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

- (i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.
- (ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.
- (iii) Not permit any lien or claim to be filed or prosecuted against the URC on account of any labor or materials furnished.
- (iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the URC will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.
- (v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.
- (b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the URC may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

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

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

7. Subconsultants and Assignment.

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

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

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of URC. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants URC 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 URC or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by URC, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to URC. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of URC.

10. Compliance With Applicable Law.

**STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION ("URC")
PERSONAL SERVICES AGREEMENT**

EXHIBIT A

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

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

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

13. Indemnity and Insurance.

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

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing

coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to URC. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and URC and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/annual aggregate. Such insurance shall name URC as an additional insured, with the stipulation that this insurance, as to the interest of URC, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

14. Legal Expenses. In the event legal action is brought by URC or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or

**STANDARD CONDITIONS TO URBAN RENEWAL COMMISSION ("URC")
PERSONAL SERVICES AGREEMENT** **EXHIBIT A**

construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the URC of Oregon URC 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 URC to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as URC 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 URC. Consultant shall furnish URC, 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 URC, but shall remain with Consultant. Copies as requested shall be provided free of cost to URC.

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

24. Arbitration.

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

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

(b) The party desiring such arbitration shall give written notice to that effect to the other party 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 URBAN RENEWAL COMMISSION ("URC")
PERSONAL SERVICES AGREEMENT**

EXHIBIT A

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

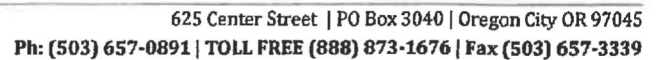
jurisdiction's conflicts of law, rules or doctrines.

(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

NEW ☐ TEMPORARY ☐ OWNERSHIP CHANGE ☐ ADDRESS CHANGE ☐ NAME CHANGE ☐ No. _____Page 21

WHO NEEDS A BUSINESS LICENSE?

Oregon City Municipal Code Chapter 5.04 requires all businesses conducting business inside the city limits of Oregon City to obtain an Oregon City business license.

HOW TO APPLY FOR A BUSINESS LICENSE

Complete this **Application for Business License** form and submit it with the applicable fees, either:

- in person at 625 Center Street
- by mail to Business Licensing, PO Box 3040, Oregon City, OR 97045
- by fax to (503) 657-3339
- by email to licensing@orc.org

This form can be found online at <https://www.orcity.org/economicdevelopment/business-licenses>. Applications must be filled out completely. Incomplete applications will **expire** if not completed within 30 days. In the event a license application expires, the applicant may reapply for the business license. Businesses operating in the City must comply with all building, zoning, signage, fire and police requirements. Completion of the application does not imply business license approval. The business may not begin until the business license and all necessary permits, signs and inspections are approved by the City. Before submitting an application for a business license, please contact Community Development at (503) 722-3789 to verify that your business is a **permitted use within the zone** you are located in. To determine the zoning of the property where the business is located, visit <https://www.orcity.org/405/what-zone-am-i-in>.

Additional forms can be found at <https://www.orcity.org/economicdevelopment/business-licenses>

- Marijuana businesses are required to complete the **Marijuana Business Supplemental Questionnaire** form.
- Home-based businesses located in the City are required to complete the **Home-Based Business Worksheet** form.
- Mobile food cart businesses are required to complete the **Food Cart/Unit in a Pod or Location Approved for 5+ Hours** form.
- Temporary businesses and solicitors operating within the legal boundaries for up to two weeks or less are required to complete the form.

BUSINESS LICENSE FEES

\$

annual business
license fee
(see chart below)

The cost of the annual business license is dependent on the number of employees and whether the business is operating from a fixed place of business within the city. When figuring the number of employees, include all persons involved in the business including owners, officers, employees and others operating within the City of Oregon City. Please verify the business location as it relates to Oregon City's jurisdictional boundary. New businesses that begin after January 31st of the current year will pay a prorated business license fee. The prorated amount is calculated at 1/12 for every month of the calendar year.

	<u>NUMBER OF EMPLOYEES</u>	<u>FIXED PLACE OF BUSINESS WITHIN CITY</u>	<u>NO FIXED PLACE OF BUSINESS WITHIN CITY</u>
Commercial Business:	1 – 25	\$ 178	\$ 228
	26 – 50	\$ 286	\$ 390
	51 or more	\$ 394	\$ 552
*Amounts above include the \$78 Community Safety Advancement Fee. (OCMC 13.36.040)			
Home-based Business:	-n/a-	\$ 100	-n/a-
Temporary Two weeks or less: and each occurrence	-n/a-	\$ 50	\$ 50

Any business that is tax-exempt under section 501(c)(3) of the Internal Revenue Code is exempt from payment of these business license fees upon submission of a copy of their IRS letter indicating their exempt status.

If you intend to have a sign in the Right of Way, please contact Community Development at (503) 722-3789 to discuss hours of placement, size of sign, etc. to determine if additional fees apply.

WHAT IF THE BUSINESS LICENSE IS DENIED?

If the issuance of a business license is denied, the city shall send to the applicant written notice of the denial or revocation, and of the right to an appeal. The denial or revocation of the license is final unless the applicant/license holder appeals the decision in writing to the city manager within ten business days of receipt of the notification. The city manager shall, within ten business days after the appeal is filed, consider all the evidence in support of or against the action appealed and render a decision either sustaining or reversing the denial or revocation. The decision of the City Manager shall be the final decision of the city. (OCMC 5.04.090)

QUESTIONS?

Contact the business license office at 503-657-0891 or visit us at 625 Center Street.