



City of Oregon City

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

Meeting Agenda City Commission

*Doug Neeley, Mayor
Kathy Roth, Commission President
Betty Mumm, Carol Pauli, Rocky Smith, Jr.*

Wednesday, February 20, 2013

7:00 PM

Commission Chambers

1. Convene Regular Meeting and take Roll Call

2. Flag Salute

3. Ceremonies, Proclamations, Presentations

3a. [13-126](#) Annual Report from the Friends of the Oregon City Library

4. 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. The City Commission does not generally engage in discussion with those making comments. Prior to speaking, citizens should read the brochure "Speaking at a City Commission Meeting" (located at the back of the Chambers) and complete a Comment Form and deliver it to the City Recorder.

5. Adoption of the Agenda

6. Public Hearings

6a. [13-118](#) Resolution No. 13-02: Measure Amending Section 58 of City Charter Revising Water Rates Increase Limitation to Oregon City Electors; and Resolution No. 13-03: Measure Amending Section 58 of City Charter Eliminating Water Rate Setback to Oregon City Electors.

Staff: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Resolution No. 13-02: Charter Amendment Water Rates](#)

[Resolution No. 13-03: Charter Amendment Eliminate water rate setback](#)

[Explanatory Statement for Resolution No. 13-02](#)

[Explanatory Statement for Resolution No. 13-03](#)

- 6b. [13-116](#) Legislative File 12-01: Proposed Amendments to the Land Use Appeal Process

Staff: Community Development Director Tony Konkol

Attachments: [Staff Report](#)

[Ordinance No. 13-1005](#)

[Exhibit 1: OCMC 17.50 Text Amendments](#)

[1/28/13 Planning Commission Staff Report](#)

7. General Business

- 7a. [13-117](#) Collaborative Planning Agreement between the City of Oregon City and Peter McKittrick, Trustee of the Blue Heron Paper Company, U.S. Bankruptcy Court for the District of Oregon

Staff: Community Development Director Tony Konkol

Attachments: [Staff Report](#)

[Collaborative Planning Agreement](#)

8. Consent Agenda

This section allows the City Commission to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may only be discussed if it is pulled from the consent agenda.

- 8a. [13-122](#) Minutes of the February 6, 2013 Regular Meeting

Staff: City Recorder Nancy Ide

Attachments: [Minutes of 02-06-2013 regular meeting](#)

- 8b. [13-104](#) Personal Services Agreement for Design and Consulting Services with Harper Houf Peterson Righellis, Inc. (HHPR), for the 2013 Clairmont Waterline Replacement and Roadway Reconstruction Project.

Staff: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Personal Services Agreement](#)

[Site Map](#)

9. Communications

- a. City Manager
- b. Mayor
- c. Commission

10. Adjournment

Citizen Comments: The following guidelines are given for citizens presenting information or raising issues relevant to the City but not listed on the agenda.

**Complete a Comment Card prior to the meeting and submit it to the City Recorder.*

**When the Mayor calls your name, proceed to the speaker table and state your name and city of residence into the microphone.*

**Each speaker is given 3 minutes to speak. To assist in tracking your speaking time, refer to the timer at the dais.*

**As a general practice, the City Commission does not engage in discussion with those making comments.*

Agenda Posted at City Hall, Pioneer Community Center, Library, City Web site.

Video Streaming & Broadcasts: The meeting is streamed live on Internet on the Oregon City's Web site at www.orcity.org and available on demand following the meeting. The meeting can be viewed live on Willamette Falls Television on channels 23 and 28 for Oregon City area residents. The meetings are also rebroadcast on WFMC. Please contact WFMC at 503-650-0275 for a programming schedule.

City Hall is wheelchair accessible with entry ramps and handicapped parking located on the east side of the building. Hearing devices may be requested from the City Recorder prior to the meeting. Disabled 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.



City of Oregon City

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Staff Report

File Number: 13-126

Agenda Date: 2/20/2013

Status: Agenda Ready

To: City Commission

Agenda #: 3a.

From:

File Type: Presentation

SUBJECT:

Annual Report from the Friends of the Oregon City Library

RECOMMENDED ACTION (Motion):

BACKGROUND:



City of Oregon City

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

Staff Report

File Number: 13-118

Agenda Date: 2/20/2013

Status: Public Hearing

To: City Commission

Agenda #: 6a.

From: Public Works Director John Lewis

File Type: Resolution

SUBJECT:

Resolution No. 13-02: Measure Amending Section 58 of City Charter Revising Water Rates Increase Limitation to Oregon City Electors; and
Resolution No. 13-03: Measure Amending Section 58 of City Charter Eliminating Water Rate Setback to Oregon City Electors.

RECOMMENDED ACTION (Motion):

Adopt Resolution No. 13-02; A resolution submitting a measure amending Section 58 of the Oregon City Charter to revise the limitation on increasing water rates to the electors of Oregon City; and

Adopt Resolution No. 13-03; A resolution submitting a measure amending Section 58 of the Oregon City Charter to eliminate the water rate setback to the electors of Oregon City.

BACKGROUND:

In May 1996, voters approved a city charter amendment that returned water rates to 1994 levels with provisions that allowed a 3 percent annual increase and required voter approval for any higher increase even in a water emergency.

Section 58 of the City Charter states:

"Upon passage of this amendment to the City Charter city water rates shall be those in effect as of October 31, 1994. The commission may not increase water rates by more than 3 percent annually without a vote of the people. The commission may not declare any ordinance or resolution establishing water rates to be an emergency nor use any other means to prevent their referral to the voters."

After this City Charter amendment was approved by Oregon City voters, Court proceedings occurred because the City's bond holders claimed that the water rates in effect as of October 31, 1994 would not be sufficient to provide contractual coverage for bonded debt. The court results have been interpreted to mean that when our water bonds are paid off in October 2014, the charter amendment provisions will prevail and in October 2014 the water rates will roll back to those in effect as of October 31, 1994 with the allowance of a 3 percent annual increase each year from 1994.

In January 2012, the City Commission adopted the Water System Master Plan. The plan recommended a Capital Improvement Program (CIP) and an annual capital reinvestment program for the existing water system. The plan also provided preliminary rate forecasts to

implement the recommended CIP and annual system reinvestment.

In April 2012, a presentation was given to the City Commission at their work session for discussion about the water rate rollback, the approach and process to address the City Charter amendment issue, and the next steps to meet City Commission's 2012 goals to "Maintain fiscal health and long-term stability" and "Address critical facility needs".

In May 2012, the City executed a contract with Financial Consulting Solutions (FCS) Group to provide financial services including services to prepare a comprehensive Water Rate Study. FCS Group initiated the rate study process in June 2012. In July 2012, the City executed a contract with Barney & Worth (B&W) to provide services for public outreach support during the water rate study.

In August 2012, a citizen based Water Rate Advisory Work Group (WRAWG) was formed. The advisory group, City staff, FCS Group and B&W conducted three meetings together and discussed the water rate issues, 1996 City Charter Amendment, and scenarios for a new City Charter Amendment. During the third meeting on October 30, 2012, the group provided their advice about what the City Commission should do about the 1996 City Charter Amendment and future water rates.

In October 2012, DHM Research, conducted public opinion polls through a telephone poll and online water survey. A report has been prepared with the findings of this research and will be presented to the City Commission.

In November 2012, City staff presented their recommendation of no rollback and an 8% annual water rate cap to the City Commission to provide a solution for impacts of the 1996 City Charter Amendment on future water rates and the revenue stability needed to sustain the existing water system. Following discussion, the City Commission gave direction to staff to provide scenarios for annual water rate changes between 5% and 8%. In December 2012, City staff presented two more water rate scenarios for 6% and 7% annual water rate caps.

On February 6, 2013, the City Commission discussed the adoption of Resolution 13-02 that submits a measure amending Section 58 of the Oregon City Charter regarding water rates to the electors of Oregon City. City Commission direction to staff was to prepare two Resolutions for discussion at the February 12, 2013, City Commission work session. At the work session, the City Commission finalized the language for Resolution 13-02 and Resolution 13-03. The Resolutions and explanatory statements will be presented at the City Commission Regular Meeting on Wednesday, February 20, 2013, for Public Hearing and adoption.

BUDGET IMPACT:

Funding Source: Water Utility Fund



City of Oregon City

625 Center Street
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Staff Report

File Number: 13-118

Agenda Date: 2/20/2013

Status: Public Hearing

To: City Commission

Agenda #: 6a.

From: Public Works Director John Lewis

File Type: Resolution

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BUDGET IMPACT:

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City of Oregon City

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

Staff Report

File Number: 13-116

Agenda Date: 2/20/2013

Status: Public Hearing

To: City Commission

Agenda #: 6b.

From: Community Development Director Tony Konkol

File Type: Ordinance

SUBJECT:

Legislative File 12-01: Proposed Amendments to the Land Use Appeal Process

RECOMMENDED ACTION (Motion):

Staff recommends that the City Commission adopt the first reading of Ordinance Number 13-1005, amending Chapter 17.50 - Administration and Procedures of the Oregon City Municipal Code.

BACKGROUND:

This amendment application originally included an option, at the City Commission's discretion, to send a land use application appeal to a hearings officer. The City Commission held a work session to discuss this option and determined not to pursue the hearings officer portion of the proposed Oregon City Municipal Code text amendments. All language pertaining to the hearings officer has been removed from the ordinance. The remaining amendments address standing to appeal and the appellate review procedures for Type II hearings to make them consistent with state law under ORS 227.175(10)(a)(C) and (D).

Under the current code, standing to appeal of a Type II decision is limited to those parties who submitted written comments to the Community Development Director within the 14-day comment period. ORS 227.175(10)(a)(C) confers standing on anyone who is "adversely affected or aggrieved" by the decision or is entitled to a notice of decision, which would include those individuals who submitted written comments. Further, ORS 227.175(10)(a)(D) requires that appeals of a decision by the Community Development Director (Type II decisions) be heard de novo by the City Commission.

The Planning Commission reviewed the proposed text amendments at the January 28, 2013 hearing and has recommended that the City Commission approve Legislative File 12-01. The proposed ordinance has been reviewed by the City Attorney and the Community Development Director.



City of Oregon City

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

Staff Report

File Number: 13-116

Agenda Date: 2/20/2013

Status: Public Hearing

To: City Commission

Agenda #: 6b.

From: Community Development Director Tony Konkol

File Type: Ordinance

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OREGON CITY

Community Development – Planning

221 Molalla Ave. Suite 200 | Oregon City OR 97045

Ph (503) 722-3789 | Fax (503) 722-3880

FILE NO.: LE 12-01 – Administration and Procedures Amendment

HEARING DATE: January 28, 2013 - 7:00 p.m., City Hall
625 Center Street
Oregon City, OR 97045

APPLICANT: Planning Division
City of Oregon City
221 Molalla Avenue, Suite 200
Oregon City, OR 97045

REQUEST: To bring our code in compliance with state statute and correct inconsistencies in the code language.

LOCATION: City of Oregon City

REVIEWER: Kelly Moosbrugger, Assistant Planner

RECOMMENDATION: Staff recommends approval of this application based on satisfaction of all required criteria for a Legislative action.

Legislative actions involve the adoption or amendment of the city's land use regulations, comprehensive plan, maps, inventories and other policy documents that affect the entire city or large portions of it. Legislative actions which affect land use must begin with a public hearing before the planning commission.

B. Planning Commission Review.

1. Hearing Required. The planning commission shall hold at least one public hearing before recommending action on a legislative proposal. Any interested person may appear and provide written or oral testimony on the proposal at or prior to the hearing. The planning manager shall notify the Oregon Department of Land Conservation and Development (DLCD) as required by the post-acknowledgment procedures of ORS 197.610 to 197.625, as applicable.
2. Planning Manager's Report. Once the planning commission hearing has been scheduled and noticed in accordance with Section 17.50.090(C) and any other applicable laws, the planning manager shall prepare and make available a report on the legislative proposal at least seven days prior to the hearing.
3. Planning Commission Recommendation. At the conclusion of the hearing, the planning commission shall adopt a recommendation on the proposal to the city commission. The planning commission shall make a report and recommendation to the city commission on all legislative proposals. If the planning commission recommends adoption of some form of the proposal, the planning commission shall prepare and forward to the city commission a report and recommendation to that effect.

C. City Commission Review.

1. City Commission Action. Upon a recommendation from the planning commission on a legislative action, the city commission shall hold at least one public hearing on the proposal. Any interested person may provide written or oral testimony on the proposal at or prior to the hearing. At the conclusion of the hearing, the city commission may adopt, modify or reject the legislative proposal, or it may remand the matter to the planning commission for further consideration. If the decision is to adopt at least some form of the proposal, and thereby amend the city's land use regulations, comprehensive plan, official zoning maps or some component of any of these documents, the city commission decision shall be enacted as an ordinance.
2. Notice of Final Decision. Not later than five days following the city commission final decision, the planning manager shall mail notice of the decision to DLCD in accordance with ORS 197.615(2). (Ord. 98-1008 §1(part), 1998)

IF YOU HAVE ANY QUESTIONS ABOUT THIS APPLICATION, PLEASE CONTACT KELLY MOOSBRUGGER IN THE PLANNING DIVISION OFFICE AT 722-3789.

I. PROPOSED PROJECT

The Planning Division has applied for a text amendment to the Oregon City Municipal Code Chapter 17.50 – Administration and Procedures.

These amendments alter the standing and appellate review procedures for Type II hearings to make them consistent with state law under ORS 227.175(10)(a)(C) and (D). Under the current code, standing to appeal is limited to those parties who submitted written comments to the planning director within the 14-day comment period. ORS 227.175(10)(a)(C) confers standing on anyone who is “adversely affected or aggrieved” by the decision or is entitled of notice of the decision, which would include those individuals who submitted written comments. As such, staff recommends incorporating the standing rules directly from state law. Further, ORS 227.175(10)(a)(D) requires that appeals of a decision by the Community Development Director be heard *de novo*.

The revised language will not alter the scope of work for the Planning Commission.

The proposed amendment to Chapter 17.50 of the Oregon City Municipal Code would impact the following sections of the Oregon City Municipal Code (Exhibit 1).

- 17.50.030 - Summary of the city's decision-making processes.
- 17.50.110 - Assignment of decision-makers.
- 17.50.120 - Quasi-judicial hearing process.
- 17.50.190 - Appeals.

II. FACTS

A. Public Comment

Notice of the Planning Commission and City Commission public hearings for the proposal were published in the Clackamas Review, the Oregonian, and emailed to the Citizen Involvement Council and all neighborhood associations. Notices were additionally posted at City Hall and sent to the Library as well.

A comment was received on the original version of the ordinance, which proposed the option to allow a hearings officer to hear appeals to land use actions. This part of the amendment has been removed from the ordinance. The ordinance no longer contains any language about hearings officers. No other comments were received.

III. DECISION-MAKING CRITERIA:

*Oregon City Municipal Code (OCMC) Chapter 17.68 – Zoning Changes and Amendments
17.68.020 – Criteria*

A. *The proposal shall be consistent with the goals and policies of the comprehensive plan.*

Findings: Complies as Proposed. The appeals process amendment remains consistent with the following Comprehensive Plan goals and policies.

Goal 1.1 Citizen Involvement Program

Implement a Citizen Involvement Program that will provide an active and systematic process for citizen participation in all phases of the land-use decision making process to enable citizens to consider and act upon a broad range of issues affecting the livability, community sustainability, and quality of neighborhoods and the community as a whole.

Goal 1.2 Community and Comprehensive Planning

Ensure that citizens, neighborhood groups, and affected property owners are involved in all phases of the comprehensive planning program.

Policy 1.2.1

Encourage citizens to participate in appropriate government functions and land-use planning.

Goal 1.4 Community Involvement

Provide complete information for individuals, groups, and communities to participate in public policy planning and implementation of policies.

Goal 1.5 Government/Community Relations

Provide a framework for facilitating open, two-way communication between City representatives and individuals, groups, and communities.

Policy 1.5.1

Support the CIC in initiating and planning events in cooperation with the City on issues of mutual interest. Topics may include such things as working with local schools regarding citizen involvement and stakeholders involved with Comprehensive Plan development and Urban Growth Boundary expansion.

The aforementioned policies encourage participation of Oregon City citizens. The proposed amendment does not change the timing or intent of the land use process available to citizens. The Planning Division will continue to educate the public and encourage involvement of the public in planning-related issues.

B. That public facilities and services (water, sewer, storm drainage, transportation, schools, police and fire protection) are presently capable of supporting the uses allowed by the zone, or can be made available prior to issuing a certificate of occupancy. Service shall be sufficient to support the range of uses and development allowed by the zone.

Findings: Not Applicable. This standard is not applicable to this application. The proposed change to Chapter 17.50 of the Oregon City Municipal Code will not impact the level of service of the existing public facilities and services.

C. The land uses authorized by the proposal are consistent with the existing or planned function, capacity and level of service of the transportation system serving the proposed zoning district.

Findings: Not Applicable. This standard is not applicable. The proposed amendments to Chapter 17.50 of the Oregon City Municipal Code will not change the land uses authorized in the underlying zone and will not change the level of service of the transportation system.

D. Statewide planning goals shall be addressed if the comprehensive plan does not contain specific policies or provisions which control the amendment. (Ord. 91-1007 §1 (part), 1991: prior code §11-12-2)

Findings: Complies as Proposed. The Oregon City Comprehensive Plan was adopted in June of 2004 and is consistent with the Statewide Planning Goals. The proposed amendment would not inhibit the ability of the public to participate in land use decisions.

In addition to the land use planning objectives identified within the City's Comprehensive Plan, Statewide Planning Goal 2, Part I, requires that local governments establish planning processes that are "coordinated" and assure that city decisions are supported by an "adequate factual base."

Findings: Complies as Proposed. The proposed amendment does not change the intent or major functions of the land use process. The Planning Division will continue to coordinate planning processes and assure that decisions are supported by an adequate factual basis.

IV. RECOMMENDATION

Staff recommends that the Planning Commission recommend approval of the amendment to Chapter 17.50 of the Oregon City Municipal Code to the City Commission for their consideration at the February 20, 2013 public hearing.

V. EXHIBITS

1. Amended OCMC Chapter 17.50 Administration and Procedures



City of Oregon City

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

Staff Report

File Number: 13-117

Agenda Date: 2/20/2013

Status: Agenda Ready

To: City Commission

Agenda #: 7a.

From: Community Development Director Tony Konkol

File Type: Contract

SUBJECT:

Collaborative Planning Agreement between the City of Oregon City and Peter McKittrick, Trustee of the Blue Heron Paper Company, U.S. Bankruptcy Court for the District of Oregon

RECOMMENDED ACTION (Motion):

Staff recommends that the City Commission approve the Collaborative Planning Agreement between Mr. McKittrick, Trustee of the Blue Heron Paper Company and the City of Oregon City.

BACKGROUND:

Mr. McKittrick, the Bankruptcy Trustee for the Blue Heron property, and the City agree that the land use regulations that affect the property should be revised to reflect the fact that the property is unlikely to be used in the future for industrial use. Given the size and complexity of the property and the structures located on the property, the parties agree that the adoption of a simplified general development master plan through a robust public outreach process would serve the objectives of both parties. The attached agreement between Mr. McKittrick and the City is intended to set forth the respective planning process, monetary commitments and property maintenance obligations of the Trustee and the City in order to work together to develop a master plan for the Blue Heron property.

The following is a summary, rather than complete description of the proposed agreement, which is attached. The City will take responsibility for the development of a master planning and entitlement process for the property. The Trustee agrees to not file a motion to abandon the property with the court prior to April 1, 2014 once the City enters into a contract with the lead consultant for the master planning process. At any time during this process the Trustee could sell the property or be directed by the Court to abandon the property and terminate this agreement. The City agrees to provide a minimum of \$400,000 to fund the master planning process. The City is anticipating these funds to come from multiple sources, including Clackamas County and a Metro Construction Excise Tax grant. If the City is unable to secure adequate funds, then either party may terminate this agreement at any time up to the execution of a contract with the lead consultant. The Trustee agrees to provide a minimum of \$50,000 for the master planning process, with \$25,000 due upon the City entering into a contract with the lead consultant and the remaining \$25,000 due upon completion of the master plan.



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COLLABORATIVE PLANNING AGREEMENT

DATED: February 14, 2013

BETWEEN: CITY OF OREGON CITY, (the "City")
An Oregon municipal corporation
Attn: Tony Konkol,
Community Development Director
625 Center Street
Oregon City, Oregon 97045

AND Peter McKittrick, Trustee of the Estate of (the "Trustee")
Blue Heron Paper Company, U.S. Bankruptcy
Court for the District of Oregon
Case No. 09-40921-rld7
515 NW Saltzman Road, DBM #917
Portland, Oregon 97229

The Trustee owns title to the improved real property described on attached Exhibit A (the "Property"). The Property is the site of the former Blue Heron paper mill. The Trustee owns the Property due to the bankruptcy of the Blue Heron Paper Company. The Trustee is subject to the jurisdiction and authority of the U.S. Bankruptcy Court, Portland, Oregon.

The Trustee's responsibility is to liquidate the Property for the benefit of creditors of the Estate. To date, the Trustee has entered into a contract with NRI Global Inc. to remove salvageable material from the Property. That work will be completed by approximately August 2013. The ultimate liquidation of the Property will be accomplished by a sale of the Property.

The Property is located in Oregon City, Oregon, and has a comprehensive plan designation of Industrial, is zoned General-Industrial, and is subject to other "overlay" land use regulations, all as described in more detail on attached Exhibit A.

The City and the Trustee agree that the land use regulations that affect the Property need to be revised to reflect the fact that the Property is unlikely to be used in the future for industrial use. Further, given the size and complexity of the Property and the structures located on the Property, the City and the Trustee agree that the objectives of the City and the Trustee will best be served by the adoption of a simplified general development master plan (Oregon City

Municipal Code, Section 17.65). The elements of and process for the development of such a master plan is further described on the attached Exhibit B.

This Collaborative Planning Agreement (the "Agreement") is intended to set forth the respective obligations of the City and the Trustee to work together to develop such a master plan.

NOW THEREFORE, in consideration of the mutual promises of the parties set forth in this Agreement, the City and the Trustee agree as follows:

SECTION 1 EFFECTIVENESS OF AGREEMENT

1.1 Trustee

This Agreement shall not be binding on the Trustee unless and until it is approved by the U.S. Bankruptcy Court for the District of Oregon (the "Court"). The Trustee agrees to file a motion with the Court within twenty (20) days after the execution of this Agreement by the City seeking approval of this Agreement. Upon the ruling of the Court, the Trustee will promptly advise the City. To the extent that the Court requires changes in this Agreement, the City and the Trustee will attempt in good faith to negotiate those changes; however, any modified version of this Agreement will not be binding on the Trustee unless it is approved by the Court. If the City and the Trustee cannot agree on such Court-required changes within thirty (30) days of the Court's order, then this Agreement shall automatically terminate.

1.2 City

The City, through the action of its City Commission, approved this Agreement on February 20, 2013, subject to the subsequent approval of the Court pursuant to Section 1.1.

SECTION 2 TERM

The term of this Agreement shall commence on the date first set forth above and shall terminate on the earlier of: (i) any termination pursuant to Sections 1.1 or 3.3, or (ii) submittal to the City Planning Commission of a master plan, a comprehensive plan amendment and a zoning map amendment for the Property.

SECTION 3 OBLIGATIONS OF THE CITY

3.1 In General

The City agrees to take responsibility for the development of a master planning process which will lead to the adoption of a master plan. The outline of the master planning process and the elements of an adopted master plan are set forth in attached Exhibit B. Further, the City agrees to be responsible for retaining, directing, and coordinating all consultants that will be retained by the City to implement the master planning process and produce a completed master plan. The City's role in the development of a master plan does not guarantee approval of the eventual land use applications arising out of the master plan. All land use changes will require approval of the Oregon City Planning Commission and the Oregon City City Commission pursuant to the applicable state and municipal land use processes.

3.2 Cooperation with Trustee

The City agrees to cooperate with the Trustee in the master planning process by means of (i) engaging the Trustee in the master planning process; (ii) inviting the Trustee to participate in all aspects of the master planning process including public and non-public meetings; (iii) allowing the Trustee to review draft reports and deliverables from consultants used in the master planning process; (iv) allowing the Trustee access to all documents, including emails, generated in the master planning process; and (v) giving due consideration to the comments and opinions of the Trustee, as the owner of the Property, in the master planning process.

3.3 Selection of Consultants

The City agrees to be responsible for conducting a process for the selection of all consultants that will be necessary for the master planning process. Accordingly, the City agrees to issue a Request for Proposals ("RFP") within ten (10) days of the date of this Agreement. The City agrees to provide the Trustee with copies of all responses to the RFP, agrees to involve the Trustee in interviews with respondents to the RFP, and agrees to involve the Trustee in the process of selecting the consultants to be involved in the master planning process. The choice of consultants is subject to the mutual agreement of the City and the Trustee and if they cannot agree, then either party may terminate this Agreement by written notice to the other. Once a

consultant is selected, the City shall enter into an agreement with the consultant to prepare a master plan for the Property and to take other actions as agreed to by the parties to this Agreement (the "Master Plan Contract").

SECTION 4 FINANCIAL COMMITMENTS

4.1 By the City

The City agrees provide not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) to fund the master planning process. It is anticipated that these funds will come from multiple sources: City general fund, Clackamas County funds, and Metro funds. To the extent that the City is unable to secure adequate funds, then either party to this Agreement shall have the right to terminate this Agreement at any time up to the execution by the City of the Master Plan Contract.

4.2 By the Trustee

The Trustee agrees to provide not less than FIFTY THOUSAND DOLLARS (\$50,000) to fund the master planning process.

4.3 Expenditure of Funds

One-half of the Trustee's funds will be required to be paid to the City within ten (10) days of the execution of the Master Plan Contract. The remainder of the Trustee's funds shall be paid to the City within ten (10) days of the consultant providing a final version of a master plan. Upon the consultant's delivery of the final version of the master plan for the Property, the City will schedule a public hearing before the City's Planning Commission to consider the land use applications to implement the master plan.

4.4 Indemnity of Trustee

The City will be the only party executing contracts with the chosen consultants. The Trustee will have no liability to the chosen consultants on account of being a party to this Agreement. The City will defend and indemnify the Trustee from any liability with respect to the contracts with the chosen consultants except to the extent the Trustee enters into a separate written agreement with a chosen consultant.

SECTION 5 ADDITIONAL OBLIGATIONS OF THE TRUSTEE

5.1 Abandonment of the Property

Between the date of this Agreement and the date when the City enters into a contract with the lead consultant for the master planning process, the Trustee may abandon the Property and terminate this Agreement, as permitted under the U.S. Bankruptcy Code. However, thereafter, the Trustee agrees not to file a motion to abandon the Property with the Court prior to April 1, 2014. The City acknowledges that the Court has the authority to direct the Trustee to abandon the Property and to terminate this Agreement.

5.2 Maintenance of the Property

From the date of this Agreement until the earlier of (i) the abandonment of the Property, or (ii) May 30, 2014, the Trustee agrees to (a) cover the Property with property damage insurance with a reasonable scope of coverage and reasonable coverage limits, (b) reasonably secure the Property and structures on the Property, and (c) maintain water to the Property for fire protection and maintain reasonable electrical service.

5.3 Access

The Trustee agrees to provide reasonable access to the Property to representatives of the City, the County, Metro, and the chosen consultants. Access will be provided based on reasonable advance notice, which may be arranged by email or telephone and shall be subject to approval by NRI Global Inc. under current protocols.

5.4 Participation in Master Planning Process

The Trustee agrees to actively participate in the selection of the consultants, the specification of the consultants' scope of work, and all aspects of the master planning process. Further, the Trustee will participate in events where the City requests the presence of the owner of the Property.

5.5 Execution of Land Use Applications

5.5.1 In the event the consultant-prepared master plan is not acceptable to both the City and the Trustee, then either the City or the Trustee may terminate this Agreement by written notice to the other

5.5.2 Whenever, in the master planning process, a land use request or application is necessary to initiate a process under the Municipal Code of the City, the Trustee agrees to execute such request or application so as to initiate such process. However, by executing request or application, the Trustee is not necessarily agreeing to the substance of the request or application. The Trustee's obligation to execute such a request or application may be subject to the Court's prior approval, if the Trustee determines that prior approval by the Court is required.

5.6 Transfer of Title to the Property

To the extent that this Agreement has not been completed prior to the transfer of title to the Property by the Trustee to a third party, then the Trustee will use reasonable efforts to have such third party agree to assume this Agreement. However, the parties acknowledge that such an assumption may require changes to this Agreement, which the parties agree to negotiate in good faith.

SECTION 6 GENERAL PROVISIONS

6.1 Complete Agreement

This Agreement constitutes the complete agreement between the parties with respect to the matters covered by this Agreement and supersedes and replaces all prior written or oral agreements on the same matters.

6.2 Governing Law

This Agreement shall be governed by the laws of the State of Oregon and the U.S. Bankruptcy Code. Exclusive jurisdiction for any dispute regarding this Agreement shall be in the United States Bankruptcy Court, District of Oregon.

6.3 Notices

Any notices given under the terms of this Agreement must be in writing and be delivered by messenger or certified mail, return receipt requested, to a party at its address first set forth above.

6.4 Amendment

This Agreement may only be amended by a written amendment signed by both parties.

6.5 Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which may or may not be given in such party's sole discretion.

6.6 Exhibits

The attached Exhibits are an integral part of this Agreement.

IN WITNESS WHEREOF, the parties executed and delivered this Agreement to be effective on the date first set forth above.

City City of Oregon City, an Oregon municipal corporation

By: _____
Its: _____

Trustee

Peter McKittrick
Trustee

EXHIBIT A
DESCRIPTION OF THE PROJECT AREA.

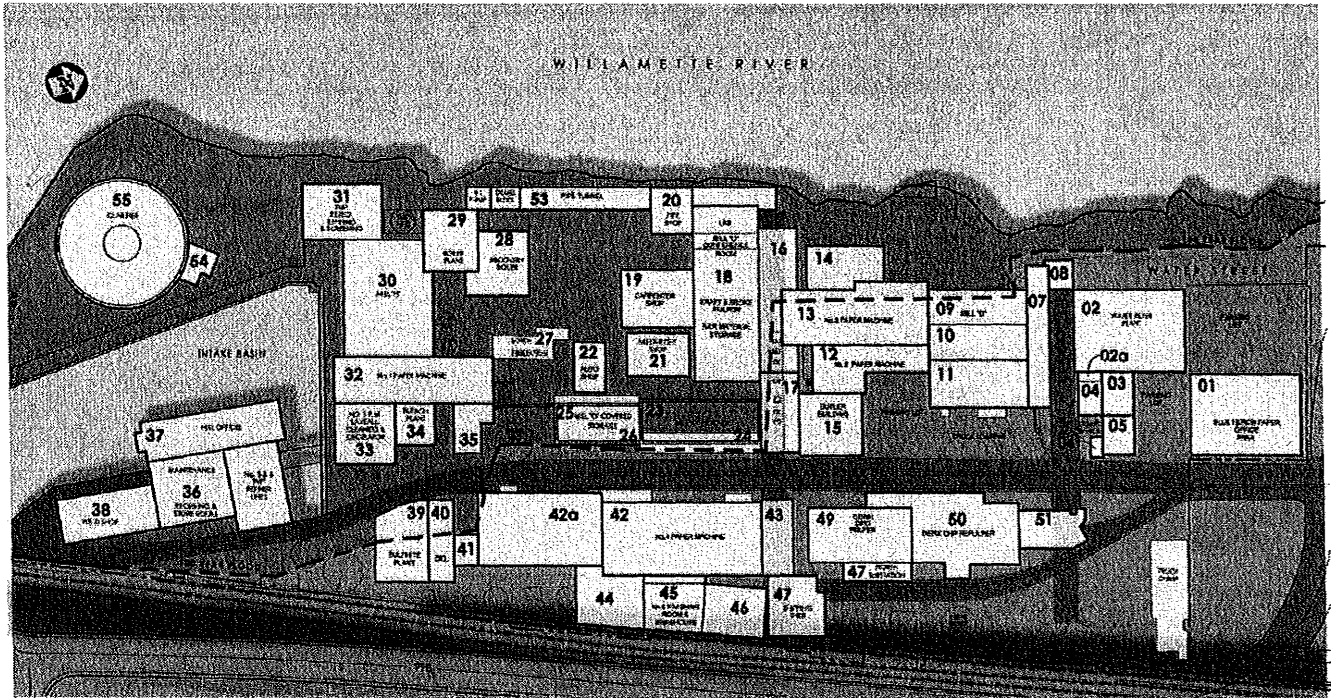


FIGURE 3 - BUILDING KEY PLAN

di loreto ARCHITECTURE

This plan is the property of di loreto architecture. It is not to be reproduced or used in any way without the written consent of di loreto architecture. All rights are reserved. © 2013 di loreto architecture.

Willamette Falls Legacy Project

Oregon City, Oregon



ADDRESS

419 Main Street

TAX LOTS

2-2-E-31BD TL 300 (21.99 acres)

2-2-E-31BD TL 390 (.27 acres)

2-2-E-31BD TL 500 (.63 acres)

2-2-E-31BD TL 600 (.26 acres)

SITE DESCRIPTION

The Project site is located adjacent to Willamette Falls, a natural waterfall on the Willamette River between Oregon City and West Linn, the Oregon City bluffs, as well as Oregon City's downtown commercial core. Willamette Falls is the largest waterfall in the Pacific Northwest and 2nd largest in the United States behind Niagara Falls by volume. The Falls have been an important gathering place for fishing, trading, and gathering of several tribes for many centuries prior to white settlement.

The property includes three blocks facing historic Main Street, which has long been characterized by traditional downtown uses such as barbers, hotels and restaurants. Since the 1830's, the site has been occupied by large industrial uses including a flour mill, sawmill, brick production, woolen mill and, since 1908, a paper mill. Over 600,000 square feet of vacant industrial space cover the site in 57 buildings that are in varying states of condition. The project does not include the settling ponds/lagoon in West Linn, which were purchased by Clackamas County's Water Environment Services (WES)

The Oregon City mill as it is today started in 1908 as the Hawley Pulp and Paper Mill. W.P. Hawley bought the mill and adjacent properties and eventually installed four paper machines to produce a variety of paper products including fruit wrap, bread paper, wrapping paper, toweling, bags and newsprint. Ownership transferred to the Los Angeles Times as Publishers Paper Co. and then to Jefferson Smurfit Corporation. In May 2000, Smurfit Stone Container Corporation sold the mill to its employees and KPS Special Situations Fund, L.P., a New York City-based private equity fund, creating the Blue Heron Paper Company.

In 2006, the employees bought out KPS creating Blue Heron Paper Company as a 100% employee owned ESOP. On February 23, 2011, the Blue Heron Paper Company announced the closure of the mill and the layoff of over 175 employees. The site is currently being held by a bankruptcy trustee who is in the process of property disposition.

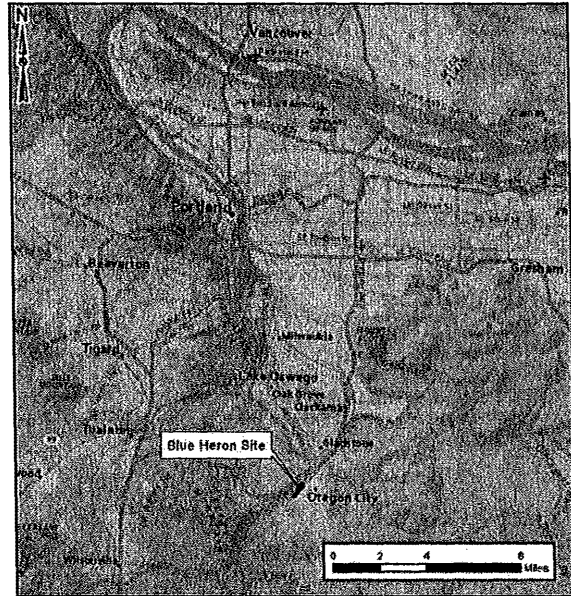


Figure 1: Location Map

STRUCTURES AND BUILDINGS

Existing equipment, utilities and non-building structures with salvage value are currently being removed from the site under a contract between the bankruptcy Trustee and a salvage contractor. Salvage work is scheduled to be completed in November 2013 and includes the removal of the majority of the paper mill operations infrastructure. Major renovation work is necessary to put most of the buildings and much of the site into a stable and usable condition for any type of future use. Roadways would require upgrades for pedestrian/vehicle separation, improvements to the pavement and new lighting.

With the exception of the former Blue Heron Paper Office Building and the Mill E Offices the buildings would be difficult to reuse even as industrial facilities without improving their entries, emergency exiting, general circulation, restroom facilities, heating and cooling systems, power supply distribution and fire protection.

There are over 500,000 square feet of vacant industrial space cover the site in 57 separately identified structures in various state of condition. Preliminary study indicates there is a range of compatibility for adaptive re-use, there are hazardous buildings materials and extensive structural retrofitting considerations. (More detailed information can be found in Exhibit E)

PGE DAM

PGE owns the Willamette Falls Dam and associated property upriver of the site including the land which comprises the foundation of several of the 57 structures. Whilst the Dam's main power generating infrastructure is located on the West Linn side of the River, PGE has rights of access across the Blue Heron Mill site to access its property and maintain its facilities on this side of the Willamette River.

HABITAT

The location of the site near Willamette Falls provides critical habitat opportunities such as refugia for migrating salmonids (on federal list of endangered species) and pacific lamprey and improving connectivity for migrating birds. Currently, fish and wildlife habitat on the site is relatively limited and fragmented due to the proximity of major highways, the railroad and urban development on both shores. Prioritizing and integrating these opportunities would be part of an effective site development strategy.

STORMWATER

Prior to 1995, the process water, stormwater, and excess river water was discharged directly back to the Willamette River via three tailraces located on the site. In 1995, a collection and treatment system was installed to treat both process water and stormwater together prior to discharge.

Industrial processes are no longer occurring at the site and materials from these processes including pipe and building materials are being salvaged from the site. Following salvage operations, some of the buildings may be demolished, and then the site will be stabilized and left essentially dormant until redevelopment occurs.

An Interim Stormwater Plan was created by ESA and Associates and is available in Exhibit E of the RFP. It is intended to provide a conceptual plan for managing stormwater runoff during interim site conditions prior to when any major site improvements have commenced.

Discharges from the site are currently regulated under an industrial NPDES (1200-z) permit issued for the former industrial paper mill operations at the site. While industrial activities for which this permit was originally intended no longer occur at the site, the permit has not been officially terminated. However, the existing system currently discharges to a wetland treatment pond which will be unavailable in the near term. It is understood that the 1200z permit (including monitoring and reporting requirements) will cover stormwater management at the site until the site is stabilized as negotiated with DEQ.

Under the existing stormwater management system, stormwater is centrally collected in the pipe tunnel, pumped to the clarifier and then pumped to the offsite wetland treatment ponds. Redevelopment activities anticipated for the site would not occur for many years and would no longer be covered by an industrial permit, but rather would be required to adhere to the Stormwater Management Plan that is part of the Municipal (MS4) permit for Oregon City and follow adopted City design guidelines at that time.

HISTORIC SIGNIFICANCE

The site is located on the site of Dr. John McLoughlin's original mill as well as the original first 5 blocks of historic Oregon City, which have slowly been overtaken by mill development through the years. The site is also adjacent to scenic Willamette Falls (second largest in the United States and 18th largest by volume in the world). Willamette Falls is also recognized by the Confederated Tribes of the Grand Ronde and Warm Springs, Siletz and Yakama Indian Nation as a sacred gathering place of high cultural significance.

There are currently no locally designated historic structures (OCMC 17.40) located on the property. The Blue Heron site is not currently located within a local or National Register Historic District. However, a report was prepared for Portland General Electric & the Blue Heron Paper Company in cooperation with the West Linn Paper Company in May 2002 by George Kramer, M.S., HP, Sr. Preservation Specialist, Heritage Research Associates that indicated that some of the buildings located onsite are contributing historic structures. *"Willamette Falls Industrial Area Request for Determination of Eligibility 2002" – George Kramer.*

In the spring of 2012, the City of Oregon City provided updated survey data to the 2002 Determination of Eligibility, including additional information on the 1950s structures into the Oregon Historic Site Database. In the fall of 2012, the Oregon State Historic Preservation Office issued a Revised Determination of Eligibility for the site that concurred with the updated

information and due to the salvage work onsite, indicated that the site was no longer eligible for listings as a National Register District. Therefore, all of the buildings were reviewed for individually eligibility. (See Exhibit E for more information on this topic)

Buildings listed in the National Register of Historic Places, either individually or as a contributing building in a historic district are eligible to take advantage of the 20% Federal Tax Credit Program and the State Special Assessment Program. A future property owner may choose to designate some or all of the historically contributing buildings to take advantage of both programs.

WILLAMETTE FALLS HERITAGE AREA COALITION

The Coalition, a partnership of public, private, and nonprofit organizations and citizens that share a common passion for the Willamette Falls and its heritage, is currently applying for National and the newly created State Heritage Area Designation. National Heritage Areas (NHAs) are designated by Congress as places where natural, cultural, and historic resources combine to form a cohesive, nationally important landscape. NHAs are a grassroots, community-driven approach to heritage conservation and economic development. Through public-private partnerships, NHA entities support historic preservation, natural resource conservation, recreation, heritage tourism, and educational projects. Leveraging funds and long-term support for projects, NHA partnerships foster pride of place and an enduring stewardship ethic. The Coalition share many of the same goals for the area will be a major stakeholder in the planning process. A copy of their application for Federal Designation is included in Exhibit E

CURRENT ZONING

Underlying Zone

G-I General Industrial –OCMC 17.36

Comprehensive Plan: Industrial

The General Industrial District is designed to allow uses relating to manufacturing, processing, production, storage, fabrication and distribution of goods or similar as defined by the community development director. The uses permitted in the General Industrial District are intended to protect existing industrial and employment lands to improve the region's economic climate and protect the supply of sites for employment by limiting new and expanded retail commercial uses to those appropriate in type and size to serve the needs of businesses, employees, and residents of the industrial areas.

OVERLAY INFORMATION

Willamette Greenway OCMC 17.48

The City's greenway regulations were established in the 1980 Comprehensive Plan with the purpose of minimizing potential negative impacts to the river, while encouraging industrial uses of the river (for Oregon City, primarily focused on logging/mill uses). Chapter 17.48, which includes the greenway code, is not implemented very often, as the City has limited developable land adjacent to the river. Almost all of the mill site is located within the "compatibility area", which requires a Planning Commission review of the development application/master plan process. The city has generally viewed development that meets the adopted commercial development standards to be in compliance with the goals and standards for the Willamette Greenway District.

Geologic Hazard OCMC 17.44

The Geologic Hazards Overlay regulates development on unstable or steep slopes or on land abutting unstable or steep slopes. The Geologic Review is done at the time of development review and may require enhanced geotechnical reports and documentation by a structural engineer to ensure that the proposed development adequately addresses the Geologic Hazards construction criteria.

Nat. Res. Overlay District (NROD) OCMC 17.49

The Natural Resource Overlay District designation provides a framework for protection of Metro Titles 3 and 13 lands, and Statewide Planning Goal 5 resources within Oregon City. The Natural Resource Overlay District (NROD) implements the Oregon City Comprehensive Plan Natural Resource Goals and Policies, as well as Federal Clean Water Act requirements for shading of streams and reduction of water temperatures, and the recommendations of the Metro ESEE Analysis.

The NROD district utilizes a 200 foot buffer from the ordinary high water line for land abutting the Willamette River. Any new development (new impervious surfaces on existing pervious land) within the buffer must be processed by a Type III Planning Commission Variance. Please note that very little pervious land exists on the main developed mill site. Additionally, a development that involves concurrent demolition/new construction review would be considered exempt from the overlay district as it would be considered an onsite replacement (OCMC 17.49.80- Exemptions "Replacement, additions, alterations and rehabilitation of existing structures, roadways, utilities, etc., where the ground level impervious surface area is not increased."

Flood Management Overlay District OCMC 17.42

The Flood Management Overlay District is an overlay zone classification defining areas subject to periodic flooding or inundation which can result in property harm or loss, disruption of public services, hazards for public health, or added expense for public services. Land within the 1996 flood inundation area and the 100- year flood plain are subject to this chapter. The areas or special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for Clackamas County, Oregon and Incorporated Areas," dated June 17, 2008, with accompanying flood insurance maps is adopted by reference and declared to be a part of this chapter. The Clackamas County FIS study determined that the Base Flood Elevation for Oregon City is 50.8 feet. The 1996 flood event (considered a 100 year flood event) exceeded this elevation in portion of the site.

A good portion of the southern half of the site is also within the Oregon City Flood Overlay District. All new construction or substantial upgrades to buildings located within the overlay district is required to meet all applicable sections of the district. The development standards are found in OCMC 17.42.160. However, variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register or identified as a locally designated historic structure.

While completing the due diligence report this fall, it became apparent that further study is needed to determine how the existing flood management overlay district may be impacted by development at the site. As such, hydraulic modeling or review of the hydraulic model developed in the FIS is recommended as part of the Master Plan process to better answer this question.

PROPOSED ZONING

Mixed Use Downtown- "MUE" OCMC 17.34

The mixed-use downtown (MUD) district is designed to apply within the traditional downtown core along Main Street and includes the "north-end" area, generally between 5th Street and Abernethy Street, and some of the area bordering McLoughlin Boulevard. Land uses are characterized by high-volume establishments constructed at the human scale such as retail, service, office, multi-family residential, lodging or similar as defined by the community development director. A mix of high-density residential, office and retail uses are encouraged in this district, with retail and service uses on the ground floor and office and residential uses on the upper floors. The emphasis is on those uses that encourage pedestrian and transit use.

During the 2004 Comprehensive Plan update, the city approached Blue Heron to see if they were interested in upzoning their property to MUD, but allow the existing industrial use to be permitted onsite. At that time, Blue Heron felt that it was not in their best interest to support a rezoning of the property. Ever since 2004, the city has been generally supportive of rezoning the site to MUD, subject to meeting all applicable criteria.

EXHIBIT B

Willamette Falls Visioning/Master Plan Process

Objective:

The purpose of this Request for Proposals is to select a Consulting Team to assist the City of Oregon City, in cooperation with the bankruptcy trustee, in completing a Master Plan and Rezoning of the former Blue Heron Paper Mill Site. This planning project will create a vision for the site through a robust public process that respects the history and nature of the land and provides needed certainty to the private and non-profit development community by removing existing and perceived barriers to site redevelopment.

The site is currently zone G-1 General Industrial and per Policy 2.2.12 of the Oregon City Comprehensive Plan, is required to undergo a master planning process prior to obtaining a Zone Change and Comprehensive Plan amendment. Understanding the value of gaining entitlements for the site, the bankruptcy trustee has given initial support to sign off on any needed land use applications while the site remains in bankruptcy.

Oregon City will act as the lead agency in the visioning and master planning process. The visioning and master plan process will look at further refining and expanding on the four shared values (Public Access, Economic Development, Cultural Interpretation, and Habitat Restoration) and the existing due diligence documentation that has been performed to date.

Visioning/Community Engagement Plan.

A major component of the plan will be the implementation of a stakeholder and public engagement process that aims to bring a broad base of community interests into a vibrant visioning process. The mill site is not just an Oregon City redevelopment concern, it is located along almost a mile of the Willamette River shoreline abutting the 2nd largest waterfall in the nation (by volume) and on land that can arguably be called the birthplace of Oregon and the industrial expansion of the West. This site elicits local, regional and statewide passion. The public outreach plan aims to engage all these groups to create a plan that fully embraces the four shared values, yet understands the market forces in Oregon City and financing needed to make the vision a reality.

This process will capitalize on existing involvement frameworks (City and Metro); establish public involvement objectives; identify all project stakeholders and their aspirations, values and concerns; describe the array of tools and activities best suited to inform and engage Oregon City, regional residents, businesses, regional and statewide elective officials and other stakeholders (e.g. environmental and historic advocacy groups); establish a schedule for implementation; and incorporate measures to evaluate success. The visioning and engagement plan should also be structured to inspire and create an environment that allows for the creation of champions for the project.

Potential community engagement tools and activities include, but are not limited to:

- Recognizable look or logo included on all project-related materials.
- Informative, accessible and interactive website led by City staff. The consultant will provide consultation and site content, including photos and narrative that describes the status of the project, upcoming meetings, video updates, other opportunities for involvement, and draft and final work products.
- Communications professionals that will ensure the language speak to people in common terms, not only “plannereze.”
- Facebook page to be created and administered by City staff. The Consultant will provide content for updates, photos, community activities, etc.
- 1-3 Open Houses as appropriate.
- Community conversations (30-40) that engage in two-way communication with stakeholders. These conversations are constructed to bring the project team to areas that are familiar and comfortable to the various stakeholders (standing meetings at stakeholder locations, religious buildings, schools, senior centers, farmers markets, existing community celebrations, libraries).
- Activities tailored to engage the area’s youth, minority, elderly and disenfranchised groups.
- Community surveys (2-3) with a potential to utilize the Metro’s Opt in network, Newsletters, flyers, FAQs and other outreach materials that provide project information and publicize community forums and other activities.
- Media releases, short viral films, advertisements and content for potential stories in local and regional publications.
- Guided site tours and facilitated conversations in conjunction with city staff.

Master Plan

Based on the outcome of the visioning process, the city will, in concert with the Blue Heron Bankruptcy Trustee, embark on a simplified general development master plan (CMC 17.65) that will acquire the needed entitlements for the site, a major step for the development community. This plan will provide a balance of certainty and flexibility which will incorporate the core values of the visioning process, but provide enough fluidity for the plan to adapt to changing market forces.

The Master Plan is intended to be a **framework document**, rather than a fleshed out redevelopment plan. It is anticipated that future property development will further refine the document as development occurs.

The Master Plan will provide the following final outputs/deliverables:

1. The Consultant team is responsible for writing and submitting the Quasi-Judicial Land Use application on behalf of the applicant. The application shall be submitted in time to

be heard at April 24, 2014 Planning Commission Hearing. This is part of an agreement with the City and the Trustee. The chosen team will frame all works scopes to meet this timeline. This date can only be amended with approval by the Trustee.

2. Rezone and amended the Comprehensive Plan from GI-Industrial to MUD-Mixed Use Downtown (or equivalent) on the property.
3. Clarification of the flood plain boundary (based on hydrology studies).
4. Identification of off-site impacts and mitigation projects necessary to address the impacts.
5. Infrastructure improvement estimates and financial framework plan.
6. Regional Transportation Plan (RTP) and Transportation Planning Rule (TPR) compliance sign-off and adoption of a Multimodal Mixed-use Areas (MMA) from the Oregon Department of Transportation (ODOT), if necessary
7. Identification of lands available for open space, public access and development.
8. Allow for a partition of open space/public access parcel, if applicable.
9. Allow for general public access from the North to South end of the property and identify opportunities to connect the site to surrounding pedestrian amenities on both land and water.
10. Market study and financial implementation and strategy plan that will guide and educate elected officials and the general public on the fiscal and political approach needed to implement the vision.
11. Identification/incorporation of innovative design approaches and strategies appropriate for the site.
12. Identification of off-site impacts and mitigation projects necessary to address the impacts from redevelopment.
13. Identification of any needed infrastructure improvements with cost estimates.
14. Any additional development standards or other City code changes necessary to implement the vision for the redevelopment of the Property.

Timing

February, 2013	RFP Issuance
March-April, 2013	Selection of consultants and refinement of scope of work
May-December, 2013	Visioning, public engagement, major work phase
January-February, 2014	Finalize report and complete land use application
April 24, 2014	First Planning Commission meeting

Concerns, Aspirations, and Hurdles For the Project

This is a very dynamic site with amazing opportunities and confounding complexities. At its heart, the master plan will need to balance a lot of competing interests with a goal to adopt a plan that will put the site on a firm foundation for site development.

This master plan will, in no particular order, need to:

- Elevate the site into a more regional amenity by providing development and open space opportunities to ensure that the site will be a four-season destination location.
- Find a way to create a master plan and development model that will be financially viable with a firm understanding of the existing Oregon City real estate market.
- Inspire regional, state and national political support for future phases of the project.
- Balance the desires of the bankruptcy trustee and the public without a clear understanding of the needs and wants of a future owner.
- Incorporate innovative and green approaches to redevelopment that encourages rather than deters private investment.

Specialties and Sub-Consultants

The following specialties and sub-consultants listed below will be needed to adequately assess the site, engage the public and provide the desired information for the entitlement process. The specialties/products will mostly likely be amended upon selection of the chosen consultant team and are listed below for informational purposes.

The consultant is encouraged to review the existing information in Exhibit E to determine what existing work products can be utilized by the consultant team, the amount of additional work needed for each specialty/deliverable, and if additional specialties will be needed for this project. Utilizing consultants that have multiple skills sets can also help keep costs within budget.

The total budget shall not exceed \$400,000.

SPECIALTIES	PRODUCTS
Lead Consultant	Co-ordinate Master Plan / Outreach.
Urban Designer / Planner	Develop Urban Design Options, Prepare and submit Master Plan Land Use application.
Preservation Architect	Identify and explore adaptive reuse and historic rehabilitation options for buildings.
Hydraulic Engineer or Water Resource Engineer	Review base flood elevations, hydraulic modeling. Look at the potential for altering existing flood plain boundaries if certain buildings are removed/constructed.

SPECIALTIES	PRODUCTS
Landscape Architect, Biologist	Develop conceptual site design options for open space, habitat conservation/restoration and streetscapes as appropriate to secure public by in.
Commercial Real Estate Advisor	Establish value of development options.
Economic Advisor / Studies	Market studies to (1) guide potential uses; (2) guide current and future investment; (3) development feasibility studies to test market viability; (4) recommendations to seed near and far term development and provide strategies for next steps and implementation; and (5) financial implementation plan, cost breakdown of funding gaps.
Pre-Construction Services	Consult team on proposed development options, cost estimates, constructability.
Transportation Planner	Identify transportation issues and alternate traffic design approaches for entitlement process.
Transportation / access study	Reduce trans. impact requirements for development. Oregon City to formally adopt Regional Center Plan (Regional Center Compliance) to meet ODOT TPR reqs. Obtain MMA if necessary.
Engineering Services	Provide further work on stormwater and infrastructure improvements and timing. With a look at implementing a shared systems approach to the site.
Illustrator / Graphics	Provide illustrations and graphic support for final report.
Outreach / Visioning / Public Engagement Plan	Engage public, stakeholders and other agencies meaningfully in the process with a view to collective support of the final framework master plan, sufficient to support re-zoning.
Cultural / Historic Landscape Inventory / Archeology	Establish a common cultural understanding of the site as a baseline for the Visioning process. Utilize existing work product and augment as needed. Stakeholder work is embedded. Archeological issues white paper and creation of an inadvertent discovery plan for future development.
	Total \$400,000



City of Oregon City

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

Staff Report

File Number: 13-122

Agenda Date: 2/20/2013

Status: Consent Agenda

To: City Commission

Agenda #: 8a.

From: City Recorder Nancy Ide

File Type: Minutes

Minutes of the February 6, 2013 Regular Meeting



City of Oregon City

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

Meeting Minutes - Draft City Commission

Doug Neeley, Mayor
Kathy Roth, Commission President
Betty Mumm, Carol Pauli, Rocky Smith, Jr.

Wednesday, February 6, 2013

7:00 PM

Commission Chambers

1. Convene Regular Meeting and take Roll Call

Mayor Neeley called the meeting to order at 7:10 PM.

Present: 5 - Mayor Doug Neeley, Commissioner Rocky Smith, Commissioner Betty Mumm, Commissioner Carol Pauli and Commissioner Kathy Roth

Staffers: 12 - City Manager David Frasher, City Attorney William Kabeiseman, Police Chief and Public Safety Director Mike Conrad, Public Works Director John Lewis, Community Development Director Tony Konkol, Community Services Director Scott Archer, City Recorder Nancy Ide, Finance Director Wyatt Parno, Library Director Maureen Cole, Economic Development Manager Eric Underwood, Aleta Froman-Goodrich and Lieutenant James Band

2. Flag Salute

3. Ceremonies, Proclamations, Presentations

3a. 13-103 Proclamation Observing February 7-14, 2013 as Congenital Heart Defect Awareness Week

Mayor Neeley read the proclamation declaring February 7-14, 2013 as Congenital Heart Defect Awareness Week.

Wendy Breedlove, resident of Oregon City, discussed her personal story of being born with a congenital heart defect. There was a high mortality rate of undiagnosed infants not being treated.

Victoria Love, resident of Oregon City, discussed her daughter's experience who was also born with a congenital heart defect. She shared a book that discussed the emotional side of the issue.

4. Citizen Comments

David Prideaux, resident of Oregon City, was representing citizens concerned about the implementation of Measure 3-407. The measure was law, and he asked if it had been published in the newspaper or if an official written notice went to the community to inform citizens.

Bill Kabeiseman, City Attorney, explained the City Commission had to proclaim the results of the election, and that was notification to the citizens. That proclamation had already happened.

Tom Geil, resident of Oregon City, thanked the City for the right hand turn lane on Redland onto Holcomb. He gave an update on the CIC who were moving forward positively. A nominating committee was appointed in January and would bring nominations to the next CIC meeting and a vote would take place in April. A CIC bylaw review committee was also appointed. Each neighborhood was asked for two representatives to be kept on file as the voting members.

Amber Holveck, Executive Director of the Oregon City Chamber of Commerce, shared the impact to Oregon City Mike McCarroll had made. He had recently passed away and efforts were underway to pay it forward in his name. It was a great loss to the business community.

5. Adoption of the Agenda

The agenda was adopted as presented.

6. Public Hearings

6a. 13-091 Resolution No. 13-02, Submitting a Measure Amending Section 58 of the Oregon City Charter Regarding Water Rates to the Electors of Oregon City

John Lewis, Public Works Director, showed an old water pipe and discussed Section 58 of the Charter that returned the water rates to 1994 levels and limited the ability to raise water rates higher than a 3% maximum per year. The concern was the ability to pay for infrastructure and operations. The resolution eliminated the roll back provision and reestablished rates to at least the current rate. Staff recommended the rate maximum be set at a higher rate so that the deferred maintenance could be done. He discussed the work and public outreach that had been done on the water rate rollback issue.

Mr. Kabeiseman reviewed the ballot measure as described in the resolution.

There was discussion about the single subject rule for measures, and whether or not to have two different measures, one on the rollback and one on the rate.

Kevin Hunt, resident of Oregon City, did not think the measure complied with the Oregon Constitution in regard to same subject matter. He thought by combining the rollback and allowing the City to raise the rate as much as 8% without a vote that the measure would fail. He urged the Commission to divide the measure into two separate ballot issues, one that would repeal the required rollback in the Charter and the other that would ask whether or not the percentage could be increased without a vote. He thought it would be easy to persuade people that the deferred maintenance necessitated that the rates not be rolled back and that the percentage should be raised higher than 3%.

David Prideaux, resident of Oregon City, agreed that the question should be divided. He thought it would bring clarity to the issue and would be easier to understand. He passed out an example of British parliamentary history for reasons to divide the measure.

William Gifford, resident of Oregon City, thought the current ballot language was not as clear as it could be. There would be a lot of voters not familiar with the issue and the phrase "the rollback" was not as clear as "a Charter rollback." He suggested "the rollback" be changed.

James Nicita, resident of Oregon City, was in support of splitting it into two separate ballot measures. He thought voters would not want to give up their right to vote on the rate they had worked so hard to achieve. He thought people would be receptive to the argument for a higher percentage to fix the old pipes. From a political and strategic viewpoint, they should be separated.

Paul Edgar, resident of Oregon City, thought it should be separated as well. The wording was problematic and if it was difficult to understand, it could be perceived negatively. He suggested "reset" the water rates, not "rollback." He was concerned about the high percentage due to the current economy. He thought 5% was as high as they should go.

Mr. Lewis hoped the community could rally around this issue, and if all that passed was the Charter amendment, the system could still operate, but there would be no money for capital improvements.

Commissioner Mumm thought it should be done in two measures and the rate be no higher than 6%.

Mayor Neeley clarified if the rollback measure passed and the new rate did not pass, it would stay at current rates.

There was consensus to have two separate measures.

Commissioner Smith thought things had changed enough in the City that there should be two measures to help get everyone on board.

Mayor Neeley thought the rate should be 6% and suggested the rollback be explained better.

Mr. Lewis reviewed the two ballot measures staff had prepared in case the Commission decided to go that direction.

There was discussion regarding the wording for the measures. The measure regarding the percentage should read from 3% to no more than 6%.

Mr. Hunt gave suggestions for the wording which he thought was awkward.

Staff would take the suggestions and bring back the measures to the Commission at their Work Session on February 12.

7. General Business

7a. 13-093 2013-2015 City Commission Biennium Goals and Priorities

David Frasher, City Manager, reviewed the Commission goals and priorities for the next two years.

William Gifford, resident of Oregon City, discussed Goal 3, and that implementation of the South End Concept Plan was in the goals, but not implementation of the Beavercreek Concept Plan. He wanted to include implementation of the Beavercreek Concept Plan.

Tony Konkol, Community Development Director, said there was concern about the court proceedings for the Beavercreek Concept Plan. There was a lot of work to do

and he questioned if it could be done in two years.

Mr. Gifford thought there should be the intention of implementing these plans.

Commissioner Pauli wanted to make sure to include under Goal 3 her suggestions for transportation and rethinking the trolley and parking.

Mr. Frasher suggested tabling this item until the transportation suggestions were added.

A motion was made by Commissioner Smith, seconded by Commissioner Mumm, to table the 2013-2015 City Commission Biennium Goals and Priorities. The motion carried by the following vote:

Aye: 5 - Mayor Doug Neeley, Commissioner Rocky Smith, Commissioner Betty Mumm, Commissioner Carol Pauli and Commissioner Kathy Roth

7b. 13-082

Police Department: ODOT eTicket Grant

Jim Band, Police Lieutenant, stated the City was awarded a grant for a software eTicket program. He explained the current process of entering and storing ticket information into the system and how the new program would be faster and more efficient for staff time and cost. The purchase price was \$73,246.39 and the City would be reimbursed all except \$10,000.

There was discussion regarding what was being purchased and the benefits of the program.

A motion was made by Commissioner Mumm, seconded by Commissioner Roth, to approve the purchase of the eTicket program for the Police Department. The motion carried by the following vote:

Aye: 5 - Mayor Doug Neeley, Commissioner Rocky Smith, Commissioner Betty Mumm, Commissioner Carol Pauli and Commissioner Kathy Roth

7c. 13-090

Ordinance No. 13-1004: Repayment of Undercharged Transportation System Development Charges and Declaring an Emergency

Mr. Konkol said this was a request for an emergency ordinance to address the undercharging of the Transportation System Development charges on residential building permits. He gave a background on the issue where the new rates had not been implemented correctly and there was undercollection of the charges. There were 16 applicants that were impacted whose certificate of occupancy had not been issued. He explained the settlement agreement in the ordinance which set up a repayment plan for those applicants. Adoption of the ordinance would codify the City's decision not to collect the total undercharge for the 172 permits that had already received a certificate of occupancy.

Mayor Neeley suggested exempting those who had a contract for sale at the date the problem was discovered.

Mr. Konkol gave options that would include that suggestion.

Kevin Hunt, resident of Oregon City, discussed rumors in the community partly due to the refusal to disclose the report by the Local Government Personnel Institute. He thought public interest did require this matter be fully explained. A lot of people did not believe it was a computer error and he thought to put to rest the rumors the report should be disclosed.

Mr. Frasher said the report had been completed, but the City Attorney had advised not to release it until the employee discipline was finalized. Several no longer worked for the City and had to be notified and given an opportunity to object to the release.

Mayor Neeley stated the person who made the mistake discovered it and admitted the mistake.

James Nicita, resident of Oregon City, discussed the exemption for documents such as these, which were conditionally exempt and could only be withheld if it was in the public interest. He thought in this instance that public interest weighed in support of disclosure. He did not think they had to wait until the process was concluded. The City was required to separate out exempt from non-exempt materials. He thought the Commission should require the report be disclosed, waive any privileges, and be upfront with the citizens about what went on in this matter.

Mr. Kabeiseman explained how he thought the exemption applied to this material.

A motion was made by Commissioner Mumm, seconded by Commissioner Pauli, to approve the first reading of Ordinance No. 13-1004, repayment of undercharged Transportation System Development Charges and declaring an emergency. The motion carried by the following vote:

Aye: 5 - Mayor Doug Neeley, Commissioner Rocky Smith, Commissioner Betty Mumm, Commissioner Carol Pauli and Commissioner Kathy Roth

A motion was made by Commissioner Mumm, seconded by Commissioner Smith, to approve the second reading and final adoption of Ordinance No. 13-1004, repayment of undercharged Transportation System Development Charges and declaring an emergency. The motion carried by the following vote:

Aye: 5 - Mayor Doug Neeley, Commissioner Rocky Smith, Commissioner Betty Mumm, Commissioner Carol Pauli and Commissioner Kathy Roth

13-093

2013-2015 City Commission Biennium Goals and Priorities

Mr. Frasher explained that after further consideration of Commissioner Pauli's comments earlier in the meeting on the trolley, that at the Commission Retreat in January the Commission agreed to hold a Work Session on the trolley and transportation issues and not assign the trolley issue as a goal since it was on the schedule to be addressed.

There was discussion regarding whether or not to include the implementation of the Beaver Creek Concept Plan in the goals. At the moment it was out of the City's hands and was left off of the goals.

A motion was made by Commissioner Mumm, seconded by Commissioner Pauli, to approve the 2013-2015 City Commission Biennium Goals and Priorities. The motion carried by the following vote:

Aye: 5 - Mayor Doug Neeley, Commissioner Rocky Smith, Commissioner Betty Mumm, Commissioner Carol Pauli and Commissioner Kathy Roth

8. Consent Agenda

A motion was made by Commissioner Roth, seconded by Commissioner Mumm, to approve the consent agenda. The motion carried by the following

vote:

Aye: 5 - Mayor Doug Neeley, Commissioner Rocky Smith, Commissioner Betty Mumm, Commissioner Carol Pauli and Commissioner Kathy Roth

- 8a. 13-096** Minutes of the January 8, 2013 Work Session
- 8b. 13-097** Minutes of the January 16, 2013 Regular Meeting
- 8c. PUB 12-006** Jurisdictional Transfer Document No. 800 conveying a portion of Main Street (5th to 8th Streets) and 8th Street (Main Street to McLoughlin Boulevard) from the State of Oregon Department of Transportation to the City of Oregon City.
- 8d. PUB 13-003** Restrictive Covenant Non-Remonstrance Agreements for the "Crabtree Terrace No. 2" and the "Odell Partition" projects - City Planning File No. TP12-01 and MP11-01 respectively.
- 8e. PUB 13-005** Public Utility Easement for the "Crabtree Terrace No. 2" subdivision project - City Planning File No. TP12-01.

9. Communications**a. City Manager**

Mr. Lewis introduced Martin Montalvo, new Operations Manager. He discussed an infomercial that would be shown on cable regarding the water rate rollback.

b. Mayor

Mayor Neeley said Metro was proceeding with a levy on the May ballot for open space maintenance. He announced Metro procured a piece of property in the Canemah Bluffs. He had written a memo to Metro staff regarding land that had been donated because it could not be developed, and asked that Metro consider taking property adjacent to Newell Creek Canyon. Metro was interested, but would not be able to discuss it until the summer.

c. Commission

Commissioner Mumm discussed a conversation with a member of the Oregon City Elks Club who was expecting hundreds of people to visit Oregon City in April 2014 to honor a member becoming president of the Elks in Oregon. She reported on the Clackamas Cities Association Dinner, Chamber Dinner, and a meeting with staff for starting a campaign on the water rate rollback. She encouraged Citizen Involvement Council meetings be available on cable access.

Commissioner Pauli gave an update on the downtown discussions put on by Main Street. She also reported on a tour of the Blue Heron site.

Commissioner Roth reported on the North Clackamas Cities Luncheon and trip to Washington, D.C., where packets of information on the Blue Heron site and the trolley bridge were delivered to Senator Merkely and Senator Wyden.

Commissioner Smith also reported on the trip to Washington, D.C., and announced a former student of his was attending Willamette University and was interested in helping on the Ermatinger House project.

10. Adjournment

Mayor Neeley adjourned the meeting at 9:42 PM.

Respectfully submitted,

Nancy Ide, City Recorder



City of Oregon City

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

Staff Report

File Number: 13-104

Agenda Date: 2/20/2013

Status: Consent Agenda

To: City Commission

Agenda #: 8b.

From: Public Works Director John Lewis

File Type: Contract

SUBJECT:

Personal Services Agreement for Design and Consulting Services with Harper Houf Peterson Righellis, Inc. (HHPR), for the 2013 Clairmont Waterline Replacement and Roadway Reconstruction Project.

RECOMMENDED ACTION (Motion):

Authorize the City Manager to execute the Personal Services Agreement with HHPR to perform design and construction administration services for the 2013 Clairmont Way Waterline Replacements and Roadway Reconstruction Project.

BACKGROUND:

In 2011, the City developed a 5-Year Pavement Maintenance Plan to identify and rank streets most in need of repairs. On February 1, 2012, the Oregon City Water Distribution Master Plan (Water Master Plan) was adopted. Clairmont Way was identified in both plans as needing rehabilitation.

Approximately 3,900 lf of 10-inch cast iron waterline is in need of replacement and the same length of roadway requires reconstruction. HHPR is on the City's short-list of prequalified engineering consulting firms and was selected to submit a proposal to perform design and construction administration services for this project. The proposal in the amount of \$ 113,830 was reviewed by City staff and found to address all needs of the project.

BUDGET IMPACT:

Amount: \$113,830

FY(s): 2012/13 and 2013/14

Funding Source: PMUF and Water Fund



City of Oregon City

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OREGON CITY PUBLIC WORKS PERSONAL SERVICES AGREEMENT

2013 Clairmont Waterline Replacements and Roadway Reconstruction (CI 12-012)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between:

CITY OF OREGON CITY ("City")

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: John M. Lewis, P.E.

and

HARPER HOUF PETERSON RIGHELLIS, INC.
("Consultant")

Harper Houf Peterson Righellis, Inc.
205 S.E. Spokane Street, Suite 200
Portland, Oregon 97202

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 **November 30, 2013**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. **Compensation.** City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **one hundred thirteen thousand eight hundred thirty and 00/100 dollars (\$113,830.00)**.

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

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

5. **Schedule.** The components of the project described in the Scope of Services shall be completed according 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.

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 _____, 2013.

CITY OF OREGON CITY

HARPER HOUF PETERSON RIGHELLIS, INC.

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

By: _____
Title: _____

DATED: _____, 2013.

DATED: _____, 2013.

By: _____
David W. Frasher
Title: City Manager

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: February 20, 2013

DATED: _____, 2013.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

PDX_DOCS:309433.2 [34758-00100]
11/1/2012 3:09 PM

Scope of Services

Harper Houf Peterson Righellis Inc. (HHPR) will provide the civil engineering and survey services for the 2013 Water System and Pavement Improvements project. HHPR's services shall include topographic and monument surveying, design, plans, specifications, bidding, and construction services for the work outlined below. We understand the project will be bid as two phases or alternates. Phase One will include the roadway and water line improvements from Berta Drive to Wasail Lane and Phase Two will be from Wasail Lane to Leland Road. If bid prices allow the entire project will be constructed as one phase.

Project Description

Clairmont Way: The project area includes approximately 3,900 lf of Clairmont Way of roadway renovation and installation of a 10-inch water line with associated appurtenances. It is assumed all water services will be upgraded to 1" copper from the new water line to the existing meters. The water project is identified in the City Water Distribution Master Plan CIP-7. The project also includes the replacement of approximately 180-linear feet of concrete storm pipe.

Project Tasks

I. Establish Project Scope and Design Data

- I.1 **Define Project Objectives and Design Criteria.** Meet with City Staff to review project objectives, identify design criteria, and visit the site to discuss mainline alignment options and identify construction issues. The meeting will include strategizing bid alternates and bid phasing.
- I.2 **Review Data.** Review as-built drawings provided by the City and maps from utility providers.
- I.3 **Clairmont Way Topographic Survey.** HHPR Surveyors will establish a project control network with elevations tied to the NAVD88 vertical datum. A topographic survey will then be prepared which will include the following information:
 - Request utility locates through "One-call" system
 - Topographic survey from curb to curb on 50 foot stations or as needed to locate all existing utilities identified by a standard utility locate request or as-built drawings provided by the client.
 - 50 foot cross sections to include: top of curb, gutter, striping, centerline crown
 - Locate adjoining streets to end of curb return and locate all driveways and curb weep holes within the project area
 - Locate (with measure down data) all storm and sanitary structures in the project area
 - At all tee and meter locations topographic survey shall include all features within 10 feet of the tee and meter including area behind the curb up to the right of way line.

- 1.4 **Clairmont Way Preconstruction Monument Survey.** Prior to the start of construction HHPR Surveyors will identify and locate all existing street centerline survey monuments within the project area. A Pre-Construction Record of Survey of centerline monuments will be prepared and filed with the Clackamas County Surveyors Office in accordance with ORS 209.155.
- 1.5 **Prepare Base Map.** Prepare a base map, which will include approximate right of way limits, existing utilities, edge of pavement or curb line, property addresses, existing structures that may be impacted during construction (retaining walls, fences, etc.), and other features as necessary. The base map shall be prepared in AutoCad Civil 3d 2012.

2. **Complete Design and Prepare Contract Documents**

This task includes work to complete design of the proposed improvements, obtain City review and approval of the design, and prepare final contract documents. Plan and profile drawings shall be scaled at 1"=20'H and 1"=5'V minimum (at full size). Utilize City standard details and supplement with project specific details. The contract specifications will be based on the 2008 ODOT Standard Specifications for Construction in English units and amended with project specific special provisions. Individual subtasks are listed below.

- 2.1 **50% Water Improvements Design Package.** Submit a pdf set of plan sheets of the water system improvements at the 50% design phase showing the alignment of the proposed water mains, hydrant locations, and water services. A cover sheet with index, general notes and legend sheet shall also be included. Attend a review meeting with City staff to discuss review comments.
- 2.2 **50% Street Improvements Design Package.** Submit a pdf set of street plan and profile drawings of same scale for the proposed pavement improvements along Clairmont Way. The pavement design section will be provided by others. The plan and profile drawings should include center line and curb profiles and other grading information as required to maintain positive drainage across existing driveways and toward existing inlet elevations. HHPR will include replacement of existing storm sewer on Clairmont Way between MH 34695 to MH 35890. HHPR will identify and provide design for curb ramps that do not meet current ADA guidelines. Attend a review meeting with the City. It is assumed the meeting will be coordinated with the water line design meeting.
- 2.3 **Submit 90% Design Package.** Submit a pdf set of the entire contract bid package, including specifications and plans at the 90% design phase. Plans shall include detail sheets, connections to existing water main details, ADA ramp details and all other drawings as needed. Provide a 90% construction cost estimate with the 90% design package. Attend a review meeting with City staff to discuss review comments.
- 2.4 **Preliminary Specifications and Special Provisions.** Submit preliminary special provisions based on City of Oregon City and ODOT Standard Specifications for Construction.
- 2.5 **Cost Estimates.** Submit preliminary engineer's cost estimates with each submittal update.

3. **Final Design**

- 3.1 **Final Water Line Improvements.** Incorporate the City's 90% submittal review comments and prepare final drawings and cost estimates for the water line improvements.
- 3.2 **Final Street Improvements.** Incorporate the City's 90% submittal review comments and prepare final drawings and cost estimates for the street and storm sewer improvements.
- 3.3 **Final Specifications.** Prepare final special provisions and specifications for the water line and street improvements.
- 3.4 **Final Bid Package.** HHPR will submit a pdf version of complete bid package including the following items at a minimum:

- Invitation to Bid
- Instructions to Bidders
- Bid Proposal (Includes phases or bid alternates)
- Bid Bond
- Contract for Construction
- Performance Bond
- Certificate of Insurance
- General Conditions
- Supplementary General Conditions
- Special Provisions
- Prevailing Wage Rates
- Standard Specifications
- Construction Drawing

4. **Bidding Services.** Assist the City with bidding services.

- 4.1 Prepare agenda and conduct a pre-bid meeting.
- 4.2 Address questions and verify design issues during bidding process.
- 4.3 Prepare addenda and prepare updated construction documents as necessary.
- 4.4 Attending the bid opening and provide a summary sheet of all bidder questions and responses following the opening of bids, or as requested. Review all bids and associated documents, bonds, and licenses for compliance with the bid requirements. Make recommendation for contractor selection based on responsive apparent low bidder.

5. **Construction Phase Services**

- 5.1 **Submittal Review.** Review submittals for conformity to the Contract Documents. Provide the City pdf copies of all submittal review comments and a log sheet summarizing the transactions and submittal comments. Review pay requests and make recommendations to City staff.

- 5.2 **Clairmont Way Post Construction Survey.** At the conclusion of construction activities HHPR Surveyors will replace any centerline monumentation destroyed by this project and prepare and file a Post-Construction survey with the Clackamas County Surveyors Office in accordance with ORS 209.150.
- 5.3 **Construction Engineering Services.** Provide services during construction to attend construction meetings, prepare monthly progress payment recommendations, prepare change orders, respond to contractor and inspector questions and provide on-site inspection of the work for conformance with the contract requirements (assume 200 hours). The site inspector will provide a final inspection, prepare a punch list, final payment and close out documents for final acceptance. Provide inspector's reports to the City on a weekly basis complete with any construction issues and resolutions.
- 5.4 **Record Drawings.** Record drawings will be prepared in accordance with City standards and two full-size sets of mylar drawings and one electronic set will be provided to the City.

Project Assumptions

- 1) City will provide as-built drawings and GIS data at proposed water connections.
- 2) City will provide geotechnical report with pavement rehabilitation recommendations.
- 3) City will provide boilerplate documents for inclusion in the bid documents.
- 4) Allow 10 days for utility locates to be completed per One-call requirements
- 5) Topographic survey will be performed for Clairmont Way only and will extend 25-feet on each intersection cross street or end of the curb return, whichever is shorter.
- 6) A Pre and Post Construction Survey will be provided for Clairmont Way, but will only include centerline monuments.
- 7) City staff will distribute the contract documents, maintain planholder's list and distribute addenda as needed.
- 8) A traffic study has not been included in this proposal.
- 9) The City will provide a dedicated inspector to provide day to day coordination with the contractor and engineer.
- 10) The scope includes one bid package with bid alternates or phases.

Fees

HHPR proposes to be compensated on a time and materials basis with a not to exceed fee of \$113,830 per the attached fee schedule. Fees per task may vary from the fee schedule but the total will not be exceeded without prior written approval from the City of Oregon.

Agreement

Changes to the assumptions or project description that result in revisions to our work will be considered additional services. The fee for additional services will be discussed and agreed upon prior to performing those services.

This contract shall comply with Exhibit "B", Standard Conditions to Oregon City Personal Services Agreement.

If this proposal meets with your approval, please sign in the space provided below and return a signed copy.

HARPER HOUF PETERSON RIGHELLIS

CITY OF OREGON CITY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

LAND SURVEYING SCOPE CLARIFICATION

The following provides a breakdown of the HHPR Survey numbers for the proposed Clairmont Waterline and Road Reconstruction project. The Scope submitted and currently agreed upon is the controlling document. The following narrative is not meant to change the agreed upon scope, but to further clarify it.

Task 1.2 – Hours reflect research of Clackamas County Survey Records, Utility As-built data and if necessary, property or right of way deeds

Review Existing Survey Related Data:

Project surveyor: 8hr

Task 1.3 – Hours reflect Topographic survey of approximately 4,000 linear feet of roadway to collect xyz data sufficient for waterline design and roadway reconstruction. Scope includes all utilities, cross sections on 50 foot stations curb to curb, all driveways and curb weep hole i.e. elevations and returns at intersecting streets. The final topographic base map shall include one foot contours to facilitate the road reconstruction design.

Next, included in this fee is establishment of project survey control that will be used for the life of the project, including construction staking services and post-construction record of survey. Project control will be tied to NAVD 88 datum

Lastly, this scope includes recovery of all centerline monuments along the centerline of Clairmont. The original plat is unclear as to whether monuments were set or not, however, a centerline monument box was observed during the pre-scope walk through with John Burrell. Depending on what is found this portion of the scope could be fairly intensive and require digging many monuments out of the existing asphalt or if no monuments were set by the plat there will be very little hours expended on monument recovery. There have been very few surveys completed in this area since the original plat which would normally give us valuable information to know what others have found, so there is no way to tell what to expect until we are on the ground.

Control and Monumentation:

Survey Crew: 20hr

Project surveyor: 16hr

Topographic Survey:

Survey Crew: 40hr

Project surveyor: 8hr

Survey Technician: 40hr

Task 1.4 - Once the necessary monumentation is recovered and the right of way is resolved we will prepare and file a Pre-Construction Record of Survey with Clackamas County and respond to all review comments issued by them.

Pre-Const ROS:

Survey Crew: 8hrs
Project surveyor: 24hr
Survey Technician: 16hr

Expenses - \$400 Filing fee to Clackamas County

Task 5.3 – Upon completion of construction HHPR Surveyors will field verify monuments destroyed and replace those that are missing on centerline. Monument box locations will be staked and upon completion of the box installation by the contractor we will set the final monuments and prepare a Post Construction Record of Survey to be filed with Clackamas County and respond to all review comments issued by them.

Post-Const ROS:

Survey Crew: 16hr
Project surveyor: 8hr
Survey Technician: 4hr

Expenses - \$400 Filing fee to Clackamas County

TOTAL SURVEY COST \$24,070

Task		Project	Civil	Civil	Cadd	Field	Landscape	Project	Survey	Survey	Clerical	Expenses	Roadway	Water System	Total
		Manager	Engineer	Designer	Tech	Inspector	Architect	Surveyor	Tech	Crew			Improvements	Improvements	
1	Establish Project Scope and Design Data														
1.1	Predesign Meeting	2	2									\$20	\$285	\$285	\$570
1.2	Review Existing Data	2	4					8				\$20	\$865	\$865	\$1,730
1.3	Clairmont Way Topographic Survey	2						24	40	48			\$13,670		\$13,670
1.4	Clairmont Way Pre-Construction Monument Survey	2						24	16	8		\$400	\$6,030		\$6,030
1.5	Prepare Base Map	2	4	4	8							\$50	\$940	\$940	\$1,880
Task Subtotal												\$21,790	\$2,090	\$23,880	
2	Design and Prepare Contract Documents														
2.1	50% Water Improvement Design	2	16	40	40							\$50		\$9,280	\$9,280
2.2	50% Street Improvement Design	4	20	48	48		8					\$50	\$12,190		\$12,190
2.3	90% Design Package	2	16	40	24		8					\$50	\$4,320	\$4,320	\$8,640
2.4	Preliminary Specifications and Bid Manual	16	8	8							16	\$25	\$2,533	\$2,533	\$5,065
2.5	Cost Estimates	2	4										\$395	\$395	\$790
Task Subtotal												\$19,438	\$16,528	\$35,965	
3	Final Design														
3.1	Final Water Improvement Drawings	2	16	20	40		8					\$50		\$8,200	\$8,200
3.2	Final Street Improvement Drawings	2	16	24	40		8					\$50	\$8,560		\$8,560
3.3	Final Specifications	4	4								4		\$660	\$660	\$1,320
3.4	Final Bid Manual and Cost Estimate Phase One	2	8	8							8	\$50	\$1,240	\$1,240	\$2,480
Task Subtotal												\$10,460	\$10,100	\$20,560	
4	Phase One Bidding Services														
4.1	Attend Pre-Bid Meeting	2	4									\$25	\$408	\$408	\$815
4.2	Respond to Bidder Questions	2	2										\$275	\$275	\$550
4.3	Prepare Bid Addenda	2	4		4						2		\$620	\$620	\$1,240
4.4	Prepare Bid Review	2	4								2		\$450	\$450	\$900
Task Subtotal												\$1,753	\$1,753	\$3,505	
5	Construction Services														
5.1	Summittal Review	2	8	8									\$995	\$995	\$1,990
5.2	Construction Engineering Services	4	16	32		200						\$700	\$10,560	\$10,560	\$21,120
5.3	Clairmont Way Post Construction Survey	2						8	4	16		\$400	\$4,370		\$4,370
5.4	Record Drawings	2		8	16							\$50	\$1,220	\$1,220	\$2,440
Task Subtotal												\$1,990	\$17,145	\$12,775	\$29,920
Hourly Rate		\$155	\$120	\$90	\$85	\$75	\$90	\$115	\$85	\$150	\$55				
Total Hours		62	154	240	220	200	32	64	60	72	32				
Total												\$70,585	\$43,245	\$113,830	

Harper Houf Peterson Righellis Inc.

Standard Billing Rates For 2012

Classification	Standard Rate	
Senior Principal	\$	190.00 /Hr.
Associate Principal	\$	155.00 /Hr.
Structural Manager	\$	135.00 /Hr.
Project Manager	\$	155.00 /Hr.
Project Engineer	\$	145.00 /Hr.
Construction Manager	\$	135.00 /Hr.
Civil Engineer	\$	120.00 /Hr.
Structural Engineer	\$	100.00 /Hr.
Planning Manager	\$	130.00 /Hr.
Senior Planner	\$	120.00 /Hr.
Planner	\$	110.00 /Hr.
Senior Landscape Architect	\$	120.00 /Hr.
Landscape Architect	\$	100.00 /Hr.
Landscape Designer	\$	80.00 /Hr.
Environmental Landscape Architect	\$	115.00 /Hr.
Wetland Specialist/Environmental Coordinator	\$	110.00 /Hr.
Quality Control Engineer	\$	155.00 /Hr.
Senior Civil Designer	\$	115.00 /Hr.
Civil Designer	\$	90.00 /Hr.
Structural Designer	\$	80.00 /Hr.
Inspector	\$	90.00 /Hr.
Inspector - Full Time	\$	80.00 /Hr.
BIM Specialist	\$	90.00 /Hr.
CAD Technician	\$	80.00 /Hr.
CAD Technician II	\$	55.00 /Hr.
Survey Manager	\$	135.00 /Hr.
Project Surveyor	\$	115.00 /Hr.
Survey Technician	\$	85.00 /Hr.
Survey Crew (Crew Chief)	\$	100.00 /Hr.
Survey Crew (Instrument Person)	\$	50.00 /Hr.
Senior Clerical	\$	90.00 /Hr.
Graphics Artist	\$	90.00 /Hr.
Clerical	\$	60.00 /Hr.

Expenses

Mileage	\$	0.555 /Mi.
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Reimbursables	At Cost Without Markup
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STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

2. Payment.

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

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

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

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

3. Independent Contractor Status.

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

licenses, certificates or specialized training and Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

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

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

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

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail 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 City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

5. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or 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 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 Consultant under this Agreement and, unless Consultant is subject to back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

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

(b) If 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, 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 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 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. Subconsultants and Assignment.

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

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

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

10. Compliance With Applicable Law.

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

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

12. Modification, Supplements or

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

13. Indemnity and Insurance.

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

(b) Workers' Compensation Coverage.

Consultant certifies that Consultant has qualified for workers' compensation as required by the state of Oregon. Consultant shall provide the Owner,

within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance.

Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$1,000,000 combined, single-limit, per-occurrence/annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance.

Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

consultants and agents.

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

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

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

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

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. Should contrary provisions be included in a Personal Services Agreement, those contrary provisions shall control over these conditions.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the state of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement

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

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

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

24. Arbitration.

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

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

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

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

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

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

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

25. Governing Law. This Agreement shall be governed and construed in accordance with the



OREGON CITY

625 Center Street | PO Box 3040 | Oregon City OR 97045
Ph: (503) 657-0891 | TOLL FREE (888) 873-1676 | Fax (503) 657-3339

2013 APPLICATION FOR BUSINESS LICENSE

No. _____

RENEWAL ☐

NEW ☐

OWNERSHIP CHANGE ☐

ADDRESS CHANGE ☐

NAME CHANGE ☐

Business Name				Name				
Site Address				Driver's License # and State				
Mailing Address				Home Address				
City, State, Zip				City, State, Zip				
Phone				Phone				
Business E-Mail				E-Mail				
Federal ID No. (EIN) _____-_____-_____				Metro Contractor's License				
4 Digit SIC Code (if known) ____-____-____-____				State License # (if applicable)				
Detailed Description of Business:								
Business Based in Home	No ☐	Yes ☐	☞☞☞	If Yes, Home Occupation Form Required (if in City Limits)				
Is this a Rental Property?	No ☐	Yes ☐		Hours of Operation?				
Hazardous Materials	No ☐	Yes ☐	☞☞☞	List				
Coin-Op Machines	No ☐	Yes ☐	☞☞☞	Type	# of Machines			
Is your business located within the City limits of Oregon City? No ☐ Yes ☐				Total number of persons doing business in Oregon City?				
Please indicate type of ownership ☞☞☞☞☞☞☞☞☞☞				Individual ☐	Partnership ☐	Corporation ☐	Non-Profit ☐	LLC ☐
I CERTIFY THE ABOVE INFORMATION IS CORRECT ☞☞				Applicant's Signature:				
In case of emergency regarding your business, please furnish after hours contact information.								
Name (primary)		Emergency Phone		Name (secondary)		Emergency Phone		
Credit Card Information (if paying with credit card)	Account Number		Exp. Date		3 Digit CSC (back of card)			
			____/____					
	Visa ☐ M/C ☐		Using payment schedule, list amount paid		FEE \$			
PAYMENTS MUST ACCOMPANY APPLICATION. MAKE CHECKS PAYABLE TO: City of Oregon City A business license does not authorize the holder to conduct business in violation of any zoning ordinance or other state, federal, or local law.								
OFFICE USE ONLY								
Amount Paid	Receipt #	☐ Cash ☐ Check	☐ Visa ☐ MasterCard	Approval No.		Date Paid		

WHO NEEDS A BUSINESS LICENSE?

Oregon City Municipal Code Title 5, Chapter 5.04 requires all businesses conducting business inside the city limits of Oregon City to obtain an Oregon City business license.

HOW DO I GET A BUSINESS LICENSE?

Submit a completed application with the applicable fee:

- In person to the City Finance Department at 625 Center Street;
- By mail to Business Licensing, PO Box 3040, Oregon City, OR 97045; or
- Online at www.orcity.org.

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. Home-based businesses located in the City are required to fill out the Home Occupation Worksheet annually.

BUSINESS LICENSE RATES

The cost of the business license is dependent on the location of your business and the number of employees. When figuring the number of employees, include all persons involved in your business including owners, officers, employees and others operating within the City of Oregon City. **New businesses that begin** after June 30th of the current year may pay ½ of the annual fee listed below. Please verify your business location as it refers to Oregon City's jurisdictional boundary.

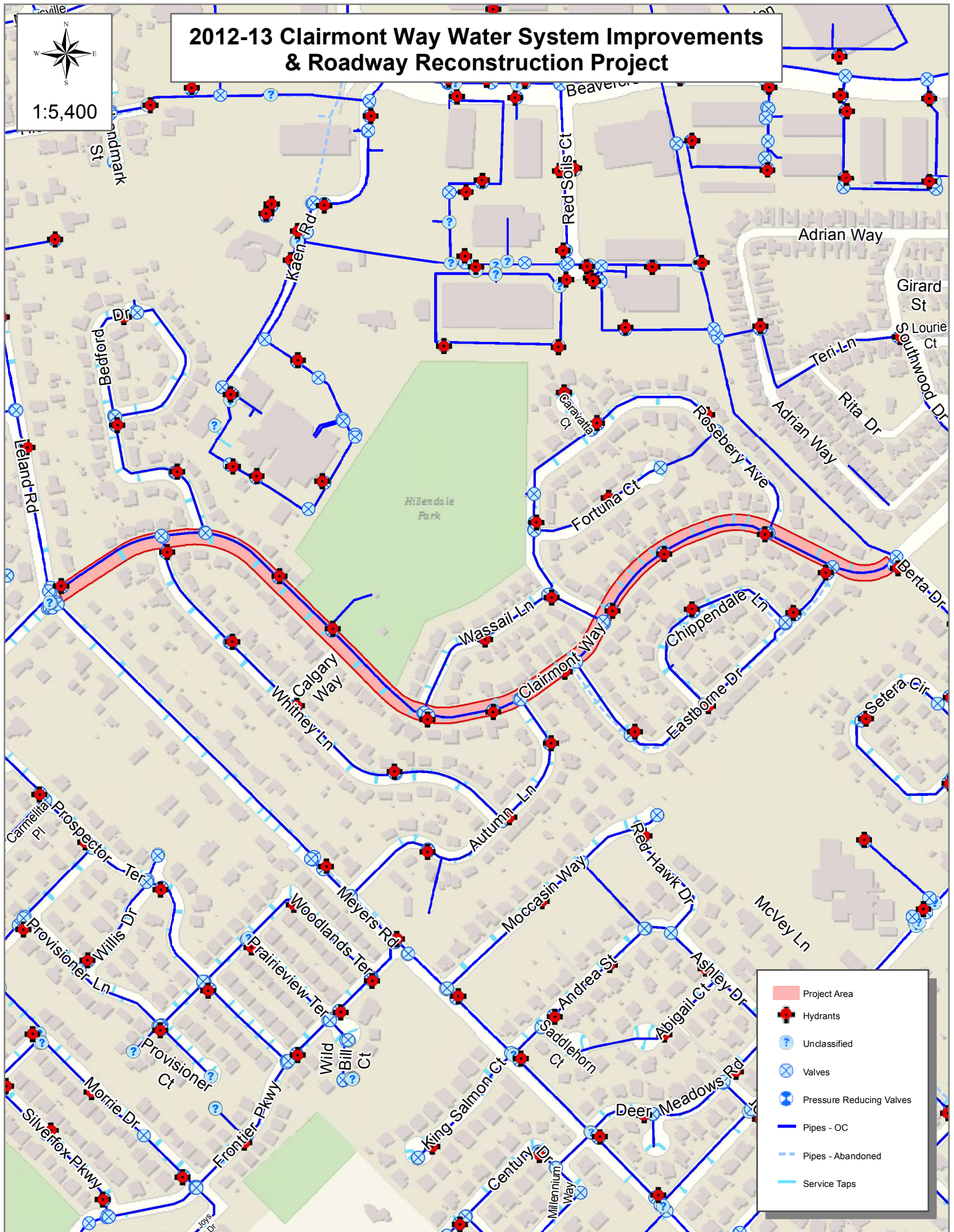
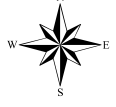
<u>NO. OF EMPLOYEES</u>	<u>INSIDE CITY LIMITS</u>	<u>OUTSIDE CITY LIMITS</u>
1 – 25 persons	\$ 75.00	\$ 112.50
26 – 50 persons	\$ 150.00	\$225.00
51 – 100 persons	\$ 225.00	\$ 337.50
101 or more	\$ 300.00	\$ 450.00

QUESTIONS?

Contact business licensing at 503-657-0891 or visit us at 625 Center Street.

2012-13 Clairmont Way Water System Improvements & Roadway Reconstruction Project

1:5,400



- Project Area
- Hydrants
- Unclassified
- Valves
- Pressure Reducing Valves
- Pipes - OC
- Pipes - Abandoned
- Service Taps

2013 City Commission Report

February 20, 2013

FRIENDS OF THE OREGON CITY PUBLIC LIBRARY

The purpose of this organization as stated in the 2012 Revised bylaws.

This 501(c) 3 non- profit organization shall be operated for literary and educational purposes

- A. to unify a group of persons interested in supporting all library services.
- B. to foster public awareness of the resources, services, and needs of the library.
- C. to support and assist the Oregon City Library.
- D. to participate in programs to secure materials and aid beyond the regular library budget.

Volunteer support in 2012

Farmer's Market: Volunteer hours totaled 305 hours for the season

Responsibility include: sorting books for the market, transporting and setting up the booth, tending the booth, tearing down and returning unsold books to bookstore

Bookstore Personnel: 45 individual volunteers with total hours of 4,600 for the year

Responsibilities include: sorting of donations, pricing, greeting customers, tending the cash register, shelving, displays, financial, advertising and general housekeeping

FOCPL committee members: 8 committee members with a total of 225 volunteer hours for the year

Responsibilities outside board and committee positions: assisting the library director with special projects, creating new print advertising for the library, working with library director at certain functions and events

Total volunteer hours for the Friends of the Oregon City Library for 2012 were 5130 total volunteer hours.

Independent Sector and Points of Light Institute estimate for 2009 was \$20.85*per volunteer hour

Using these national figures, our volunteers contributed \$106,960.50 of their time for our library.

Year End Report for 10/31/2012

1. Gross profit 3.6% increase over previous fiscal year.
2. Library direct support
 - a. Paid for monthly storage
 - b. Annual purchase of Cultural Passes
 - c. Purchased a CD cleaner machine for \$5200.
3. Able to transfer \$5796 to the Capital Building Fund which includes
 - a. 50% of net income from bookstore sales and
 - b. \$1430 of dedicated donations during the year.
4. Store rent increases by 3% each year.
5. Partnership with TRAG continues positively for all involved.
6. Equipment purchases included a new computer and printer.

Accomplishments for 2012

Created an online video for the Big Read book, *Robopocalypse*

Contribute to the monthly Library online newsletter

Revised and update By laws

To Do List for 2013

Continue to contribute to the monthly online newsletter

Membership drive: inserting membership forms in the March utility bill

Coordinating with the 100 year Carnegie Anniversary: A temporary sculpture garden will be installed on the grounds for the celebration and a one day Art and Authors fair will take place in Carnegie Park on June 22, 2013

Assisted funding for the 2013 Big Read author Cheryl Strayed

* <http://www.pointsoflight.org/current-news/independent-sector-announces-new-estimate-value-volunteer-time>

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Cash Basis

FRIENDS OF THE OREGON CITY LIBRARY

Profit & Loss

November 2011 through October 2012

Nov '11 - Oct 12

ENTERED INTO THE RECORD

DATE RECEIVED: 2-20-13

SUBMITTED BY: Lynda Orzen

SUBJECT: Item 3a

Ordinary Income/Expense	
Income	
Book Store	
E-Bay Sales	212.75
Farmer's Market	2,558.22
Book Store - Other	61,463.80
Total Book Store	64,234.77
Contributions Income	
Restricted	1,610.00
Unrestricted	400.00
Total Contributions Income	2,010.00
Membership Dues	1,456.60
Special Events	738.00
Total Income	68,439.37
Cost of Goods Sold	
Purchases	3,858.99
TRAG Commission	13,135.88
Total COGS	16,994.87
Gross Profit	51,444.50
Expense	
Advertising	321.75
Bank Service Charges	1,228.12
Contributions	300.00
Dues and Subscriptions	50.00
Hospitality	126.26
Insurance	250.00
Licenses and Fees	106.00
Maintenance	460.00
Membership	120.00
Miscellaneous	174.95
Postage and Delivery	20.00
Professional Fees	
Accounting	70.00
Professional Fees - Other	48.49
Total Professional Fees	118.49
Program Expense	
Cultural Passes	1,060.00
Library Requests	5,200.00
Total Program Expense	6,260.00
Rent	36,022.29
Supplies	1,605.79
Telephone and Internet	923.93
Total Expense	48,087.58
Net Ordinary Income	3,356.92
Other Income/Expense	
Other Income	
Interest Income	81.69
Other Income	39.80
Total Other Income	121.49
Net Other Income	121.49
Net Income	<u>3,478.41</u>

8:38 PM

02/15/13

Cash Basis

FRIENDS OF THE OREGON CITY LIBRARY

Profit & Loss Prev Year Comparison

November 2011 through October 2012

	Nov '11 - Oct 12	Nov '10 - Oct 11	\$ Change	% Change
Ordinary Income/Expense				
Income				
Book Store				
E-Bay Sales	212.75	0.00	212.75	100.0%
Farmer's Market	2,558.22	2,746.92	-188.70	-6.9%
Book Store - Other	61,463.80	56,615.64	4,848.16	8.6%
Total Book Store	64,234.77	59,362.56	4,872.21	8.2%
Contributions Income				
Restricted				
Capital Building Fund	0.00	2,200.00	-2,200.00	-100.0%
Restricted - Other	1,610.00	50.00	1,560.00	3,120.0%
Total Restricted	1,610.00	2,250.00	-640.00	-28.4%
Unrestricted	400.00	199.44	200.56	100.6%
Total Contributions Income	2,010.00	2,449.44	-439.44	-17.9%
Membership Dues	1,456.60	1,317.00	139.60	10.6%
Miscellaneous Income	0.00	135.00	-135.00	-100.0%
Special Events				
Raffle	0.00	112.00	-112.00	-100.0%
Special Events - Other	738.00	585.00	153.00	26.2%
Total Special Events	738.00	697.00	41.00	5.9%
Total Income	68,439.37	63,961.00	4,478.37	7.0%
Cost of Goods Sold				
Purchases	3,858.99	1,460.63	2,398.36	164.2%
TRAG Commission	13,135.88	13,015.63	120.25	0.9%
Total COGS	16,994.87	14,476.26	2,518.61	17.4%
Gross Profit	51,444.50	49,484.74	1,959.76	4.0%
Expense				
Advertising	321.75	1,345.95	-1,024.20	-76.1%
Annual meeting	0.00	520.00	-520.00	-100.0%
Bank Service Charges	1,228.12	963.97	264.15	27.4%
Contributions	300.00	336.85	-36.85	-10.9%
Dues and Subscriptions	50.00	120.00	-70.00	-58.3%
Hospitality	126.26	0.00	126.26	100.0%
Insurance	250.00	250.00	0.00	0.0%
Licenses and Fees	106.00	105.00	1.00	1.0%
Maintenance	460.00	528.00	-68.00	-12.9%
Membership	120.00	0.00	120.00	100.0%
Miscellaneous	174.95	23.21	151.74	653.8%
Office Supplies	0.00	109.96	-109.96	-100.0%
Postage and Delivery	20.00	26.40	-6.40	-24.2%
Professional Fees				
Accounting	70.00	65.00	5.00	7.7%
Professional Fees - Other	48.49	0.00	48.49	100.0%
Total Professional Fees	118.49	65.00	53.49	82.3%
Program Expense				
Cultural Passes	1,060.00	0.00	1,060.00	100.0%
Library Requests	5,200.00	901.66	4,298.34	476.7%
Total Program Expense	6,260.00	901.66	5,358.34	594.3%
Rent	36,022.29	35,357.52	664.77	1.9%
Supplies	1,605.79	1,660.92	-55.13	-3.3%
Telephone and Internet	923.93	1,058.65	-134.72	-12.7%
Total Expense	48,087.58	43,373.09	4,714.49	10.9%
Net Ordinary Income	3,356.92	6,111.65	-2,754.73	-45.1%
Other Income/Expense				
Other Income				
Interest Income	81.69	315.80	-234.11	-74.1%
Other Income	39.80	0.00	39.80	100.0%
Total Other Income	121.49	315.80	-194.31	-61.5%
Net Other Income	121.49	315.80	-194.31	-61.5%
Net Income	3,478.41	6,427.45	-2,949.04	-45.9%

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to **3 MINUTES**.
- Give to the City Recorder in Chambers **prior** to the meeting.

Date of Meeting

2/20/2013

Item Number From Agenda

Friends Report

Lynda Orzen

NAME:

Lynda Orzen

ADDRESS:

Street:

14943 Quinalt Ct.

City, State, Zip:

Oregon City, 97045

PHONE NUMBER:

503-383-0024

SIGNATURE:

Lynda Orzen

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to **3 MINUTES**.
- Give to the City Recorder in Chambers **prior** to the meeting.

Date of Meeting

20 FEB 13

Item Number From Agenda

4

NAME:

William Gifford

ADDRESS:

Street:

1324 BEAVER LN

City, State, Zip:

OC OR 97045

PHONE NUMBER:

503.723.3456

SIGNATURE:

William Gifford

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to **3 MINUTES**.
- Give to the City Recorder in Chambers **prior** to the meeting.

Date of Meeting 2/20/13
Item Number From Agenda 4 - Citizen Comment

NAME: James Nicita
ADDRESS: Street: 302 Bluff St.
City, State, Zip: OC
PHONE NUMBER: 541-538-0467
SIGNATURE: [Signature]

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to **3 MINUTES**.
- Give to the City Recorder in Chambers **prior** to the meeting.

Date of Meeting 20 Feb 13
Item Number From Agenda 62

NAME: William Gifford
ADDRESS: Street: 1324 Brownell Ln
City, State, Zip: OC OR 97045
PHONE NUMBER: 503.723.3456
SIGNATURE: [Signature]

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to 3 MINUTES.
- Give to the City Recorder in Chambers prior to the meeting.

Date of Meeting 2/20/13

Item Number From Agenda 6A

NAME: Dan Holladay

ADDRESS: Street: _____

City, State, Zip: Oregon City OR

PHONE NUMBER: _____

SIGNATURE: [Signature]

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to 3 MINUTES.
- Give to the City Recorder in Chambers prior to the meeting.

Date of Meeting 2/20/2013

Item Number From Agenda 13-118 WATER RATES

NAME: Paul Edgar

ADDRESS: Street: _____

City, State, Zip: Oregon City

PHONE NUMBER: _____

SIGNATURE: [Signature]

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to 3 MINUTES.
- Give to the City Recorder in Chambers prior to the meeting.

Date of Meeting 2-20-13

Item Number From Agenda 60

Tom Geil

NAME:

Tom Geil

ADDRESS:

Street:

City, State, Zip: Oregon City

PHONE NUMBER:

SIGNATURE:

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to 3 MINUTES.
- Give to the City Recorder in Chambers prior to the meeting.

Date of Meeting 2/20/13

Item Number From Agenda 13-1005 6b

NAME:

PAUL EDGAR

ADDRESS:

Street:

City, State, Zip: Oregon City

PHONE NUMBER:

SIGNATURE:

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to 3 MINUTES.
- Give to the City Recorder in Chambers prior to the meeting.

Date of Meeting 2/20/13

Item Number From Agenda 7a - C

NAME: James J. Nicita

ADDRESS: Street: 302 Bluff St.

City, State, Zip: Oregon City, OR 97045

PHONE NUMBER: 541-578-0467

SIGNATURE: James J. Nicita

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to 3 MINUTES.
- Give to the City Recorder in Chambers prior to the meeting.

Date of Meeting 2/20/13

Item Number From Agenda 7a, 13-117 BLUE HAZARD MASTER PLAN

NAME: Paul Edgar

ADDRESS: Street: _____

City, State, Zip: _____

PHONE NUMBER: _____

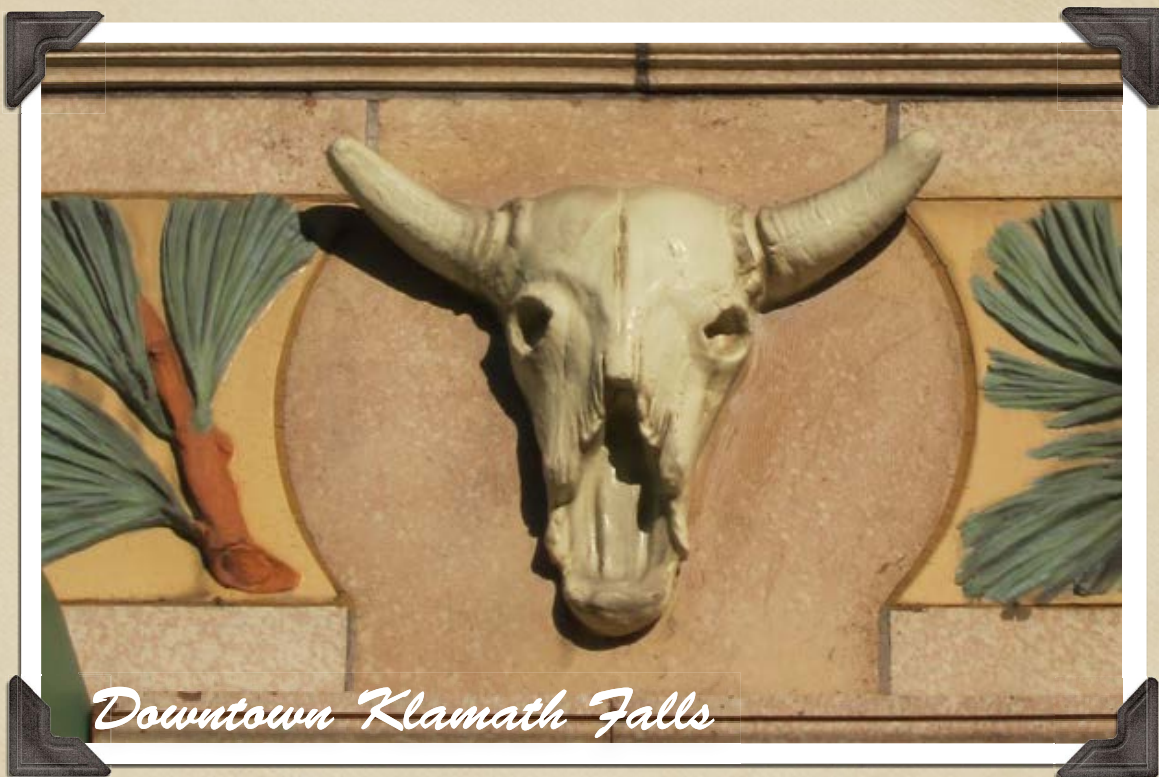
SIGNATURE: Paul Edgar



OREGON MAIN STREET

Annual Report 2012

A Note from Sheri Stuart, Oregon Main Street	3
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It's so exciting to see the progress communities in Oregon are making to revitalize their downtowns. When I first started with Oregon Main Street in 2009, I spent a lot of time on the road selling a vision of how the Main Street Approach® could help communities. I often felt like Oregon's own "Music Man!" Now, I can tell the story of what our communities are accomplishing – and there is much to draw from.

In Dayton, building renovations are transforming this small community. A team from the State Historic Preservation Office developed design concepts for eight buildings ranging from simple, inexpensive improvements to all-out facade renovations. The design concepts were presented at a public meeting to help local business and property owners understand their buildings' uniqueness and possibilities for improvement. The Design Committee encouraged the City to become a Certified Local Government (CLG) and used a CLG grant to provide matching funds to property owners for facade improvements based on the design concepts. Grant funds and donations to implement the facade program totaled \$18,800. Volunteer hours exceeded 350 hours. Private investment was \$26,200 with total project costs at \$45,000. In 2012, another facade was completed at a total project cost of \$133,000 with \$10,000 in assistance from a "Diamonds in the Rough" grant. These renovations have generated renewed interest in downtown and two new businesses opened. This is a great example of a small community working together to accomplish something great. We've also been able to offer design services to Milton-Freewater, Burns, Bandon, Amity, and Enterprise. I can't wait to see what is ahead for them.

Two years ago, Main Street Oregon City was happy with the development of signature events such as the First Friday Art Walks, Arts in Windows, First City Celebration, Concerts in Liberty Plaza, Cruise to Oregon City, and a mid-week Farmers' Market. They were proud of community involvement leading to projects like landscaping, lighting, and artwork at Singer Creek Falls, and the installation of flower baskets and banners to improve the pedestrian feel. Today, they are happy to add \$1 million in private investment annually, \$2.5 million in public infrastructure improvements, and more. Even in the economic downturn they have added 46 new businesses. This success has renewed community interest, and the 166-year-old downtown is evolving into a modern marketplace and returning as the heart and soul of the community.

So much is happening across the state, and it's one of my greatest joys to be able to assist these efforts. A huge thank you to all the amazing staff and volunteers who generously give their time, energy, and creativity to their local main street programs.

Sheri Stuart

Coordinator
Oregon Main Street



2012 National Main Street Accreditation

Todd Barman, Senior Program Officer with National Trust Main Street Center, recognized four Performing Main Street level communities in Oregon who achieved 2012 National Main Street Program Accreditation at the Oregon Main Street Annual Conference:

- * **Albany Downtown Association**
- * **Downtown Corvallis Association**
- * **McMinnville Downtown Association**
- * **Main Street Oregon City**

Mr. Barman stated, "accreditation is meant to recognize programs that are fully operational, and is an achievement which must be sought each year. It is something to which all programs can aspire, and in fairness to others who do so, should be reserved for those who fully reach that goal."

The Accreditation program is a partnership between coordinating Main Street programs and the National Trust Main Street Center to establish standards of performance for local Main Street programs and provide accreditation to those that meet the standards. The National Accreditation designation process annually evaluates downtown revitalization programs according to ten basic performance standards. These standards provide benchmarks and guidelines on the way an organization should be functioning and serve as incentives for improvement.

Technical Assistance and Support Summary (# of Communities Assisted)		Exploring Downtown	Transforming Downtown	Performing Main Street
	Goal Setting	3	4	3
	Committee Training	5	5	--
	Technical Assistance	--	3	1
	Program Evaluations	--	2	--
	Board Training	--	--	1
	Design Assistance	4	1	--
	Presentations	10	2	1
	Historic Surveys	2	--	--
	Manager Orientation	1	2	2
Totals	25	19	8	

The Main Street Four-Point Approach®

Oregon Main Street uses the successful Main Street® methodology developed by the National Trust for Historic Preservation as its foundation for assistance. This methodology is a proven approach to historic commercial district revitalization. The success of the Main Street Approach® is based on its comprehensive nature and emphasizes four critical areas of revitalization:

- * **Organization** helps everyone work towards the same goals and maximizes involvement of public and private leaders within the community.
- * **Promotion** brings people back downtown by helping to attract visitors, shoppers, and investors.
- * **Design** enhances a district's appearance and pedestrian amenities while preserving its historic features.
- * **Economic Restructuring** stimulates business development and helps strengthen the district's economic base.

By fully integrating the four points into a practical downtown revitalization effort, a local program will produce fundamental changes in a community's economy based on preservation strategies.

2012 Performing Main Street Reinvestment Statistics

Private Dollars Reinvested:	\$ 747,260
Public Dollars Reinvested:	\$15,799,854
Total Private Rehab Projects:	58
Net Business Gain:	29
Net Job Gain:	181
Total Volunteer Hours:	8,796
Monetary Value of Volunteer Hours:	\$154,370

2012 Transforming Downtown Reinvestment Statistics (estimated)

Private Dollars Reinvested:	\$2,662,506
Public Dollars Reinvested:	\$3,091,800
Total Private Rehab Projects:	56
Net Business Gain:	36
Net Job Gain:	38

2012 Total Reinvestment Statistics

Private Dollars Reinvested:	\$3,409,766
Public Dollars Reinvested:	\$18,891,654
Total Private Rehab Projects:	114
Net Business Gain:	65
Net Job Gain:	219

Meeting the Needs of Oregon Communities

An important objective of the Oregon Main Street Program is to provide assistance to all communities in Oregon whether they are just beginning to explore options for their downtown or seeking national recognition as an accredited Main Street® town. To accomplish this, services are offered through a tiered system. The levels include:

- * **Affiliate** is for communities that do not wish to become a designated Main Street community or wish to apply the Main Street Approach® in a non-traditional commercial setting and want to receive notification of workshops and conferences sponsored by Oregon Main Street. Interested communities may join at anytime by completing a brief application form.
- * **Exploring Downtown** is for communities just starting a downtown revitalization effort and wish to learn more about using the Main Street Approach®. Interested communities may join at anytime by completing a brief application form.
- * **Transforming Downtown** is for communities who are committed to downtown revitalization using the Main Street Approach® but need technical assistance to take them to the next level. Participation at the Transforming Downtown level does not guarantee selection as a designated Main Street community, but it can help communities strengthen their revitalization efforts. Application rounds are held as resources permit
- * **Performing Main Street** is for those communities with independent nonprofit organizations using the Main Street Approach® as the basis for their downtown revitalization efforts. Application rounds are held as resources permit.



Main Street workshop

Performing Main Street Community Profiles

Albany



Downtown Albany is pleased to be recognized by the National Trust for Historic Preservation as an accredited Main Street Community.

Downtown business remains strong with many shops reporting 2012 as their best year in a while. There were typical business closures, but with seven new businesses opening, the effects on the district were negligible. The Albany Downtown Association (ADA) maintains an available property section online to help connect interested entrepreneurs to building owners. The ADA also proudly serves on several city boards.

Albany Downtown events brought over 16,000 people downtown for 18 events, raising over \$30,000 for area non-profits. Two new events debuted to rave reviews: "Mixology Madness" brought together local bars and restaurants in a cocktail blind taste test contest; and the "Craft Brew Smack-Down" brought area beer makers to downtown to share local brews and interact with event goers.

The program recorded over 2,000 volunteer hours in 2012 and looks forward to even more community involvement in 2013.

Baker City



2012 was a year full of redefining for Baker City. Historic Baker City, Inc. (HBC) energized their base with the filling of nearly all of the Main Street storefronts and assisting new businesses in their opening promotions. The success of the Hells Canyon Motorcycle Rally has spurred on a bigger and better rally and after great lessons learned, they are ready for this year's event. HBC has received several grants to help promote the historic district including \$3,500 in woodworking tools to assist in training craftspeople in historic preservation techniques and \$7,000 for new paint on the 1912 YMCA building currently housing the VFW. This year will mark their 100th anniversary and a new "dress" was in order.

New trees on First Street and undergrounding all utilities on Resort Street are underway and they are sponsoring a four foot bronze salt lick to be located prominently in the beautiful historic district. The Court Street Plaza project is also kicking off and HBC has been donated the 1887 Ison House from Bank of America. Currently, the restoration scope is being written for the building.

Corvallis



The Downtown Corvallis Association (DCA) is dedicated to ongoing efforts to preserve, protect, and enhance Downtown Corvallis as the vibrant core of the community.

To attract visitors downtown, the DCA has various events throughout the year. These include Rhapsody in the Vineyard Wine Walks, Red White & Blue Riverfront Festival, Summer sidewalk sales, children's reading events, Downtown Gingerbear during the Holidays, Trick or Treat, Christmas Parade and more. The business community is closely linked through DCA's monthly Downtown After Hours networking social, monthly Membership Meetings, and weekly Downtown Updates e-newsletter. To strengthen downtown's business acumen, the DCA sponsors free Brown Bag Workshops open to all.

The DCA offers interest-free improvement loans to members to make improvements to building interiors, facades, or upper floors. The DCA honors owners for improvement projects each December at DCA's annual Membership Meeting/Holiday Party/"Downtown Design Awards" Ceremony.

Albany Downtown Association
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oscar@albanydowntown.com
albanydowntown.com

Historic Baker City
Kate Dimon
PO Box 1074
Baker City, OR 97814
541.523.5442
dir@historicbakercity.com
historicbakercity.com

Downtown Corvallis Association
Joan Wessel
PO Box 1536
Corvallis, OR 97339
541.754.6624
joan@downtowncorvallis.org
downtowncorvallis.org

Performing continued ...

McMinnville



Downtown McMinnville continues to be the community's "living room," and the McMinnville Downtown Association (MDA) is proud to be one of its caretakers along with the City, property and business owners, and the general public. We would not be able to carry out our mission and vision without MDA volunteers.

During 2012, an anonymous donor purchased a sculpture of Abraham Lincoln that we placed in front of the Community Center. MDA also worked with two more artists to place their sculptures on loan and installed in early 2013.

While businesses still struggled in 2012, inquiries into downtown vacancies have increased dramatically. Also, a new boutique hotel, restaurant and tasting room complex breaks ground soon. MDA is also serving on the Urban Renewal District Advisory Committee and the city is considering an Urban Renewal District that will include projects downtown. MDA events and promotions brought people downtown to shop, dine and stroll through the district.

All in all, it's been a good year for downtown McMinnville!

Oregon City



Partnership was one of the key themes for Main Street Oregon City (MSOC) in 2013. Key infrastructure projects and physical improvements were made in downtown through partnerships with the City, METRO, Clackamas County, and the Oregon Department of Transportation. In addition, MSOC partnered with business owners, local arts organizations, and community groups to create programs and projects that activate the downtown streetscape.

This past year saw the completion of the 22-month restoration of the Oregon City Arch Bridge – restoring access for 14,000 vehicles a day into the downtown. More than \$2.5 million in funding for street and streetscape improvements were completed in the core. And, more than \$70,000 in grant funds were raised for public art to beautify downtown. Additionally, as a partner advocating for revitalization and adaptive reuse, MSOC helped attract more than \$500,000 in grants for building improvement to help improve the tenability of downtown property.

Roseburg



2012 saw the Downtown Roseburg Association (DRA) take some strides that made a huge difference in downtown. One project completed was the Umpqua Business Center, formerly the DC Farmers Coop. Now a thriving business center - the old saying "a picture is worth a thousand words" is in full effect here. Check out this huge success story at www.umpquabusiness.com.

Working with the bicycle coalition, the waterfront project, and the City, the DRA is helping move projects forward that align with the Oregon Main Street philosophy and accessibility for all to downtown. Additionally, DRA is gaining popularity through events like the Wine and Chocolate Walk, Bowling for Blooms, and the Graffiti Veterans Day Parade to name just a few that took place throughout the year. New businesses have come to downtown and created more traffic that naturally flows into other businesses. Also, a little refresh for the parking structure is on the immediate list of DRA's enhancement plan, as is signage changes to bring more people shopping in historic downtown Roseburg.

McMinnville Downtown Association
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503.472.3605
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downtownmcminnville.com

Main Street Oregon City
Lloyd Purdy
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Downtown Roseburg Association
Roxana Grant, MBA
915 SE Washington Ave
Roseburg, OR 97470
541.673.3352
roxana@downtownroseburg.org
downtownroseburg.org

Transforming Downtown Community Profiles

Astoria



The Astoria Downtown Historic District Association (ADHDA) had several accomplishments over the last year. These included raising funds for a RARE volunteer to provide full-time support to ADHDA; completing phase one of the Building Blocks for a Successful Downtown to engage citizens, property and business owners about downtown revitalization; and raising over \$25,000 through the Pacific Northwest Brew Cup that brought brewers and beer lovers to Astoria from all around the Northwest. All of the events put on by the ADHDA helped raise money for the organization, built community involvement, or supported existing events.

ADHDA continued strengthening its relationship with the City, its volunteers, and the business community to promote the historic downtown as the center of community activity. This is evident through a successful membership campaign; the installation of a new streetscape improvement project; and a couple of facade renovations totaling nearly \$50,000 in improvements.

ADHDA looks forward to more success in 2013!

Bandon



Greater Bandon by the Sea Association's primary accomplishment in 2012 was the development of a facade improvement program for the City's Urban Renewal District. Presently, it assists the City Manager in the review and approval of applications for facade improvement assistance.

The Association continues to work with local businesses to help improve the appearance of our historic downtown. Workshops and consultations have been offered to property and business owners providing help on the elements of good design and applying them to their properties. The community has been engaged in cleanup/fix-up campaigns during the spring and fall.

Current plans include continuing to assist the City with the facade improvement loan program, cleanup/fix-up campaigns, and organizing a vacant window display program to cross promote businesses, non-profits, and school groups. Also, the Association will continue one-on-one technical assistance to property and business owners on elements of good design and how to apply them to their properties with an emphasis this year on energy efficiency.

Canby



In 2012, the City of Canby completed a \$3.2 million redevelopment of 1st Avenue. The project brought new streets, sidewalks, landscaping, utilities. Canby Main Street coordinated with businesses to ensure they had updated project information and served as the liaison between the construction team and business community.

Main Street held two Kick Off Meetings in September to reinvigorate committees that became stagnant during the transition of Main Street managers. Two committees emerged from this meeting with new and returning volunteers, and helped the program gain momentum.

Main Street held several successful events in 2012. The Light the Night event brought more people to downtown Canby than in previous years with a lighted parade and tree lighting. The 1st Ave Grand Reopening took place and was an intimate gathering with music, speakers, and children's activities. The promotion committee worked to streamline downtown Halloween activities, and added to the festivities with a costume parade.

Carlton



The Carlton Business Association (CBA) added a new event, "The Carlton Crush," in 2012. The all-day event was a very successful, well-attended harvest festival for the community. Proceeds from some event activities benefited the local food bank too. "Christmas in Carlton" has doubled in attendance and the traditional tree lighting ceremony expanded to include the entire Upper Park. Santa at the Depot during holiday festivities collected over 300lbs of food for the local food bank. In addition, CBA worked on a new business walking map and advertising ramped up during special events. CBA continues to work with Yamhill County tourism to expand promotional efforts. Dedicated volunteers help keep events active on business and social media calendars as well.

Several buildings saw fresh paint this past year. New awnings were installed while others underwent some badly needed cleaning. All these efforts help create a more cohesive and dynamic look to downtown. In addition, three new businesses have come to town as well as Valley Emporium moving to downtown.

Astoria Downtown Historic
District Association
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503.791.7940
office@astoriadowntown.com
astoriadowntown.com

Greater Bandon by the Sea
Association
Harv Schubothe
PO Box 161
Bandon, OR 97411
541.297.2342
ninerharv2@msn.com

City of Canby
Jamie Stickel
PO Box 930
Canby, OR 97013
503.266.7001 x272
stickelj@ci.canby.or.us
ci.canby.or.us

Carlton Main Street Committee
Carrie Simonson
PO Box 190
Carlton, OR 97111
503.852.7010
carrie@kenwrightcellars.com

Transforming continued ...

Coos Bay



Last year was filled with quite a few great accomplishments for the Coos Bay Downtown Association (CBDA). They were able to hire a full-time Main Street Manager through the Resource Assistance for Rural Environments program at the University of Oregon. CBDA also revamped their membership drive and saw a 60% increase in membership over last year. A new logo for the Marshfield District was created to provide a much needed identity for downtown Coos Bay. The farmers market increased in size over last year and is now a medium-sized farmers market and the largest on Oregon's south coast. In addition, through volunteer effort they were able to turn an unused vacant lot into a temporary park, "4th Street Place," where a concert was held. CBDA, however, feels their biggest accomplishment was the relationships built with the City, Chamber, public, and many other community organizations. They will reap the benefits of these relationships for many years.

Coos Bay Downtown Association
Brian Bowers
100 Central Avenue, Suite A
Coos Bay, OR 97420
541.404.3343
brian.bowers@usbank.com
coosbaydowntown.org

Cottage Grove



Last year, several promotional events positively impacted Cottage Grove Main Street (CGMS) including a successful Art Walk season, Downtown Trick or Treat, and Christmas in Cottage Grove. There was nearly 100% participation in the downtown Christmas decorating contest, a positive sign that businesses want to be involved. Downtown looked especially nice for the holiday season resulting in an enticement to community members to come downtown to view lovely displays and visit shops.

CGMS was successful with grant requests. They received \$1,520 from the Lane County Cultural Coalition for the Art Walk, and a Rural Business Enterprise Grant of \$15,000 for the beautiful Gateway Arch that stands at the entrance to the Cottage Grove Historic District. In addition, a new business opened in a building that was vacant for over three years. The other half of the building is currently vacant, but a new business will be opening very soon.

Cottage Grove Main Street
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400 E Main
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Dayton



Dayton's downtown is looking better and better! The Dayton Community Development Association (DCDA), along with the City's Certified Local Government Program assisted downtown property owners with facade improvements. They also installed mural panels to bring art downtown. The panels represent all that they love about Dayton! And the facade work DCDA facilitated has inspired others to spruce up buildings with paint and repairs.

2012 was a year of "laying the groundwork." DCDA sponsored a consultant to come to town and facilitate "Dayton Forward." After 6 months of well-attended community meetings and workshops, a strategic plan was developed and recently adopted by City Council and DCDA. The plan includes steps the community wants to take to make Dayton a wine country destination.

Other activities this year included the "Dayton Means Business" meeting. DCDA invited area businesses, farmers, and winery owners to showcase all that DCDA and Oregon Main Street are about in Dayton.

Dayton Community Development Association
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Estacada



According to a local artist, "Estacada is the Paris on the Clackamas. It's a great place to live." And in 2012 it got even better.

The Estacada Development Association's Main Street Program worked on the following projects in 2012:

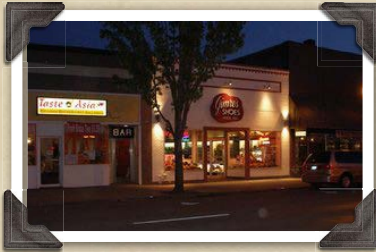
- Estacada Downtown Clean Up Day in April: "Let's Spruce Up the Town."
- Downtown Facade Improvement Project: more than \$75,000 in improvements, by granting \$40,000.
- Working on the Park & Ride lot development to entice cyclists to town.
- Ca\$h Mob Project: Shopping LOCAL at its BEST.
- Estacada Winter Artisan Show and Sale: Brings shoppers to our downtown and gives local artisans a venue for selling their creations.
- Working on "We Speak Cycling" and the Estacada-Detroit Scenic Bikeway: Cycling is great for bringing in tourism dollars.

"Estacada is close to everything, but away from it all."

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Transforming continued ...

Hillsboro



Downtown Hillsboro saw the start of a major construction project in 2012 on a parcel that housed an empty bank building for 14 years and was used for surface parking. The project entails 71 market rate apartments with an additional 3,800 square feet of retail. In addition, the developer will be rehabilitating the empty bank building (approx. 5,000 square feet) into either a natural food grocer or brewpub.

Other physical improvements included Gimre Shoes major storefront improvement. Gimre's took off their awning, painted the building, added exterior lighting, and new signage. It looks wonderful. The estimated value is \$20,000 partially funded by a \$10,000 grant from the City. In addition to these physical improvements, downtown also saw 10 new businesses opening, generating at least 16 new jobs.

Klamath Falls



One of the key successes for the Klamath Falls Downtown Association (KFDA) in 2012 was an increase in membership and awareness of the downtown organization. KFDA went from 49 members last year to 85 members. Also, one of their fundraising events really brought holiday cheer to the district. KFDA purchased holiday lights which they sold to businesses to decorate and light-up the district. The popular Scarecrow Row was also a rousing success and grew from the previous year.

KFDA was also successful in convincing City Council to purchase two derelict buildings downtown to help spur renovation. These building were purchased by the City, and then put back on the market. A local investor purchased the buildings subject to development conditions and schedule. The project is a win for downtown, a win for the developer, and a win for the City.

La Grande



La Grande Main Street focused its efforts in 2012 on enhancing the city's "small town charm" through downtown revitalization. Many downtown owners took advantage of the Facade Grant Program that has made a significant impact to downtown buildings. The grant program gained momentum as La Grande Main Street worked with the Urban Renewal Agency on major streetscape revitalization. The project really enhanced a portion of downtown and plans to expand to the rest of downtown.

La Grande Main Street also further enhanced downtown through four anchor events focused on encouraging people to work, shop, play, and invest in downtown. Most events saw record attendance and growth in community participation and partnerships, including with the local media to help further promote downtown happenings.

La Grande Main Street is excited for a very busy and eventful 2013 as they continue to create an inviting and sustainable downtown, rooted in La Grande's history and culture, while providing a vital center for commercial and community activities.

Medford



In 2012, The Heart of Medford Association (HMA) improved collaboration with community partners and raised awareness about the organization. They launched a new brand for downtown, "Metro Medford," with a grant from the Medford Urban Renewal Agency. The former restaurant association loves the brand and will join with HMA. The Promotions Committee is creating new events to help the community to see Metro Medford in a new light, generating interest and providing activities with broad appeal and funds for HMA.

Other successes were an expanded Pear Blossom Street Fair and Third Fridays. HMA also focused on student engagement and published a Student Directory of downtown businesses with discounts. Through support of a Facade and Building Improvement Matching Grant Program, \$1.2 million in private sector improvements were completed. In addition, the first phase of the Commons project is nearly finished. The 3-story Lithia Headquarters building is now fully occupied and the Commons Park Block #1 is scheduled for dedication in early 2013.

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Transforming continued ...

Molalla



Molalla continues to expand its summertime 2nd Friday craft fair and farmers market. Each month has a theme with this year's September theme being Bigfoot Migration. After his appearance in Molalla, volunteers helped an 8' tall Bigfoot illustration "migrate" to Albany, Oregon City, Canby, and Estacada. To add to the fun, Bigfoot's "Little Sister" showed up in Molalla and to have fun with local residents.

Molalla is beginning to attract investment in downtown. Several property owners painted, repaired front sidewalks, or otherwise enhanced their properties. Although Molalla lost its downtown grocery, a new auto parts store will open soon and plans are in the works for bringing a discount grocer and brewpub to Main Street.

The Team for Economic Action in Molalla (TEAM) worked with local volunteers, businesses, service clubs, and property owners to purchase new flower baskets and holiday banners. In addition, volunteers developed a wonderful holiday event with a live nativity, 25' tree, entertainment, and festive crafts fair. This was a fitting end to a year filled with challenges and successes.

Oakridge



Storefront makeovers are becoming contagious in Oakridge! A company recently bought a building they were leasing and immediately started a facade improvement. All new paint, architectural details and signs now adorn their site. Plus, a long-standing vacant building was purchased by a local entrepreneur. She is moving her business "Uptown" and bringing two other businesses in with her. A building just outside of the district received a new bright coat of paint, and another vacant building was purchased by an out-of-area investor and given a quick facelift. The museum purchased a much larger building along 1st Street and is doing a wonderful job on their facade. Lastly, a very nice facelift is currently near completion on a building just off 1st Street.

In addition, the Uptown Business and Revitalization Association continued to have success with their signature Treelighting Festival and co-sponsored the annual Keg & Cask Festival. Because of their input, one of the Association's board members will be the chairman for next year's event. Oakridge's "Main Street" is now where many of the businesses in town want to be!

Philomath



The Philomath Downtown Association (PDA) had a wonderful year thanks to the support of their Board of Directors, volunteers, City of Philomath, and community members. This year volunteers displayed 91 flower baskets and installed vintage holiday lights. The PDA helped install a new mural "Taste of Philomath" on the side of the CD&J Cafe. This was a great start to the Public Art Program that will begin in 2013.

The Promotions Team began Ca\$h Mobs at several businesses and the Annual Street Party was a huge success that brought citizens to downtown to mingle, dance, and support local vendors. The Trunk or Treat was well-attended by the community with an amazing turn out! Our annual Holiday Display contest brought lights and holiday spirit to Main Street.

The Economic Restructuring Committee held a Social Media Seminar and invited local business and property owners. The seminar was an opportunity for participants to learn how online and social media sites can enhance their business. They are currently planning other seminars in 2013 to assist local businesses.

Port Orford



The mountains and forests meet the ocean in Port Orford on the southern coast, a draw for eco-tourism. The city's economic activity and social fabric features fishermen, artists, and retirees. Port Orford's goal is to revitalize downtown making it worthy of the natural beauty of the area.

Their association continued the annual Main Street clean-up with an appreciation barbecue, "Spiffy Awards" to businesses that improved their appearance, provided more artistic bike racks, assisted in facade design, and helped the soon-to-be local food co-op.

The lighting of their first annual crab-pot Christmas tree evolved into a town party with an art walk, carolers, music, goodies, and more. A designer wall and planters worked to make Triangle Square a gathering place. Quilt murals helped define the quilt shop.

Work-in-progress includes a highway survey to discern public opinion on reconfiguration of the coastal highway which is Main Street, plans to restore two murals, working with the local electric company to help businesses, and working more with other organizations.

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Transforming continued ...

Sandy



A steering committee is leading the organization, developing the work program, and providing necessary leadership to spur downtown revitalization efforts in Sandy. A number of projects were completed including development of FAQ, a new logo, and an advertising brochure. The organization also applied for nonprofit status. The steering committee spent considerable time developing it's internal operations and goal setting. A number of very successful events were held including First Fridays, the Trick or Treat Trail, and a Christmas event including tree lighting attended by at least 350 people. The committee also spearheaded creating new First Friday banners to advertise the event and the creation of postcards for sale.

Urban Renewal provided funding to remodel several more buildings this year. Seven facade enhancement projects were completed in the downtown representing a total project cost of approximately \$140,000. In addition, nine new businesses opened in 2012 creating 20 jobs.

Sherwood



One of the key successes in downtown Sherwood was the opening of the new Cannery Square Plaza which includes a water feature for kids to play in, space for community events, and their holiday tree. In addition, Sherwood Main Street (SMS) created and expanded promotional activities including establishing a First Friday event, partnering with the City to take over Pix on the Plaza, and almost doubling the attendance of their Trick-or-Treat Old Town. They also started a website, an active Facebook page, and developed an organizational brochure for SMS.

Forming partnerships with key stakeholders was also a focus for the year. SMS held meetings to bring together Old Town business and property owners with the City and designers working on street and alley improvements to discuss impacts of the project as well as working with the Sherwood Historical Society, the City of Sherwood, and Oregon Heritage on historic preservation projects. Other activities included coordinating exterior lighting improvements for Old Town businesses and assisting new business in finding space in Old Town.

Springfield



Everyone is excited about transforming downtown Springfield! Improvements include new seasonal banners and repainted storefronts. The expansion of Academy of Arts and Academics brought in student energy and creativity. Thirteen businesses also moved into downtown to create a diverse mix of offerings. The Design Team's Facade Improvement Program offers design assistance to owners and facilitates financial support made possible by the City.

The hugely successful farmers market moved indoors to become Marketplace@Sprout! Opening day saw 1,600 visitors and vendors brought in over \$5,000 in sales. In addition, the Sprout! facility opened rentable commercial kitchen space for entrepreneurs. The Second Friday Art Walk has infused Springfield with a cultural vibrancy.

The Economic Restructuring Team's survey of businesses identified merchant needs. With support from TEAM Springfield and the Business Assistance Program, the Main Street Program collaborates with NEDCO's Hatch Business Incubator to provide trainings and support to grow small businesses. Everyone wins!

The Dalles



Big things are happening in The Dalles! The City recently opened a marine terminal to bring in river cruise ships and a downtown public park to serve as the community event center. These projects are elements of a decade-long downtown revitalization effort that is coming to fruition. The Dalles Main Street Program has been just as busy. The Promotions Committee put on a successful Jammin' July street festival and is looking to take on additional events in 2013. The Design Committee assisted a number of businesses with signage and other beautification projects. The Business committee has been actively working with property owners to find viable tenants and the Steering Committee is putting in the groundwork for an EID.

2013 will see The Dalles Main Street Program continue to build its organizational capacity, recruit new volunteers, and complete projects that support downtown The Dalles and capitalize on its cultural and historic resources.

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Exploring Downtown Communities

Amity
Beaverton
Bonanza
Burns
Condon
Damascus
Enterprise
Eugene/Whitaker
Gresham
Independence
Jacksonville
John Day
Junction City
Lake Oswego
Lakeview
Lebanon
Milton-Freewater
Milwaukie

Mosier
Myrtle Creek
Newberg
North Bend
Nyssa
Pendleton
Reedsport
Riddle
Shady Cove
St. Helens
Stayton
Tillamook
West Linn/
Willamette
Weston
Woodburn
Vernonia
Yoncalla

Affiliate Communities

Aumsville
Canyonville
Creswell
Grass Valley
Irrigon
Jefferson
Lake Grove
Lowell
Madras
Mitchell
Monmouth
Pilot Rock
Silverton
Tigard
Turner



Excellence in Downtown Revitalization Awards

Outstanding Partnership

The Rotatry Club of Oregon City

In November 2011, the Rotary Club of Oregon City approached Main Street Oregon City with an interest in contributing to the revitalization work happening in downtown. They decided to install the first public art piece in downtown Oregon City since the 1980's. The site selected was the base of Singer Falls, a 1930's era WPA public improvement project located in the heart of the district, an increasingly active place for social and cultural programming like the Farmers' Market, the First City Celebration, and the Downtown Car Show. Volunteers from the Rotary Club raised more than \$30,000 from donations and grants. They collaborated with Clackamas County Arts Alliance in selecting "moontrap," a stainless steel signature piece by resident and internationally recognized sculptor Lee Kelly. Beyond the addition of public art, this project laid the foundation for other projects, such as lighting Singer Falls, improving plantings at the Falls, installation of the Willamette Compass artwork, and, indirectly, a \$100,000 award from the National Endowment for the Arts as part of a \$250,000 placemaking and community building project at the Municipal Elevator.



Outstanding Design Program or Project

Facade Improvement Program, Dayton

Over the years, Dayton saw a decline in the number of downtown buildings and businesses, with many buildings suffering from inappropriate alterations and neglect. The DCDA worked in partnership with Oregon Main Street, the State Historic Preservation Office, the City of Dayton, and business owners to offer design assistance and matching grants to encourage private investment in historically appropriate facade improvements. Eight local business and property owners met with the design team to talk about the project and goals for the buildings and businesses. Design concepts were developed for each project, from simple, inexpensive suggestions, to all-out facade renovations. The design concepts were presented at a public meeting to help local business and property owners understand their buildings' uniqueness and possibilities for improvement. The Design Committee encouraged the City to become a Certified Local Government. The city used its first CLG grant to provide matching funds to downtown commercial property owners for facade improvements based on the design concepts provided by the SHPO design team.



Best Public Improvement Project

2-Way Main Street Project, Oregon City

Early in their downtown revitalization efforts, Oregon City was faced with the closure and restoration of the Oregon City Arch Bridge – a major entry point into downtown. Working with downtown stakeholders through Main Street Oregon City, they explored opportunities to serve the community and downtown throughout the 2-year project. They decided to use the closure and reduced traffic flow as a chance to make infrastructure improvements. The \$2.5 million project resulted in a conversion back to a two-way Main Street fully connecting businesses on the north and south ends of downtown. The project led to a second round of public funding for streetscape enhancements that are currently underway and will be the foundation for future public improvements in the Rail Road Avenue Corridor and North end of downtown. To date, they have noted increased visibility for retail storefronts and improved pedestrian walkability.



Awards continued . . .

Best Success Story

SuperGenius/Funnelbox Production Studios, Oregon City

At the end of 2011, entrepreneurs Robb Crocker and Paul Culp spun off the video game creation and animation division of Funnelbox as an independent company now called SuperGenius Studios. Originally created as a project division of Funnelbox in 2008 with one employee, last year SuperGenius transitioned into a separate entity employing more than 40 creative professionals contracting with video game developers worldwide including Activision, Foundation 9, Sony, and others. SuperGenius relocated to a new 5,000 square foot studio in downtown and is now one of the largest studios of its kind in the country. They expect to do more than \$1.3 million in business in 2012. SuperGenius has rapidly grown while most studios of its kind have closed down or moved overseas. Instead of following this trend, they have focused on hiring and doing business locally, which has gained them a loyal following of clients who share their ethical business sense. SuperGenius and Funnelbox Productions are part of a creative core helping revitalize Oregon City's historic downtown by helping to attract investment and to recruit new professionals and more creative firms.



Outstanding Special Event

"Roll Out the Barrels Street Party," Philomath

One of the goals of the Philomath Downtown Association is to promote downtown and enhance the sense of community. What better way to meet this goal than to close off a street in the heart of downtown and throw a party? Reconnecting people with downtown is especially important in Philomath due to the impact on the business corridor related to changes in circulation with a roadway couplet design. The Roll Out the Barrels Street Party also provided an opportunity to showcase local artists who used wine barrels as their medium and increase awareness of local winemakers. The decorated barrels were auctioned off and many were purchased by local businesses and are still on display continuing to add to the pedestrian feel of the district. The planning committee met several times to organize the event, including ideas for securing artists, obtaining wine barrels for painting, recruiting vendors, working through permitting, contacting businesses, and developing an advertising plan. This community-centered event brought people downtown from Philomath and the surrounding area, many of whom may have only driven through and never walked downtown.



Outstanding Retail Event

"Downtown Astoria Business Crawl"

The Downtown Astoria Business Crawl was organized by the Astoria Downtown Historic District Association's Promotion Committee in conjunction with the 10th Annual Pacific Northwest Brew Cup. The goal of the Business Crawl is to draw Brew Cup festival attendees into the downtown area and bring some additional traffic into downtown businesses over the course of the festival weekend. All festival attendees were issued a passport to the Business Crawl. The passport listed names and addresses of the 18 participating businesses. Festival attendees were encouraged to visit each business, have their passport stamped, and collect a raffle ticket. Passport holders were required to return to the festival by the end of the 3-day festival to enter various raffles for a chance to win one of the many fabulous prizes provided by the participating businesses. Participants that visited every venue and got all 18 stamps were eligible for the grand prize donated by Brew Cup sponsors. Locals were excited to explore what downtown had to offer and many mentioned they went into businesses for the first time.

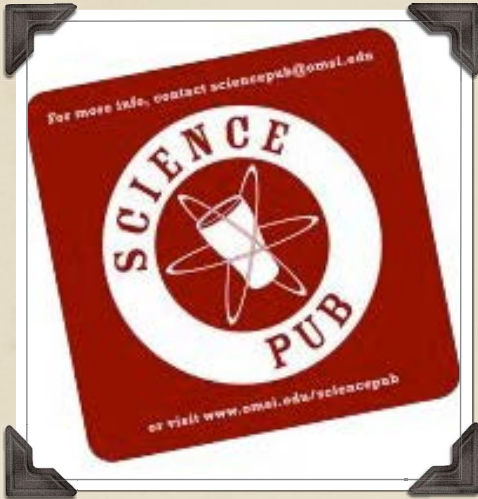


Awards continued . . .

Outstanding Image-Building

Science Pub, Corvallis

Science Pub is a collaboration between the Downtown Corvallis Association, Oregon State University, and the Oregon Museum of Science and Industry. Attendees learn about a plethora of topics in science and technology from leading experts in an interactive, informative atmosphere. They advertise that no scientific background is required – just bring your curiosity, sense of humor, and appetite for food, drinks, and knowledge! Every month DCA promotes this event at their monthly meeting, newsletters, website, and After Hours events. A DCA representative is always in attendance and brings and distributes trivia prizes at the start of the event. From its launch 5 years ago, every Science Pub Corvallis packs Old World Deli, the venue for the presentations. Every month they survey attendees. From this information, they learned a majority of their audience comes from outside the downtown and that, on average, 1/3 of the attendees have not been to the hosting business in the past year.



Special Project

Dayton Palmer Creek Lodge Community Center, Dayton

The Dayton City Council had a strategic plan to develop a community center in Dayton. Originally, conceptual design was to reuse the fire station. But, the \$2 million project didn't seem feasible in this small town of 2,000. As an alternative, the City acquired the Palmer Creek Lodge in 2009 for \$225,000. The Lodge was built in 1955 and originally named the Jacob Meyer Masonic Lodge #10 after Meyer who was the Grand Treasurer and Grand Master of the Masons in Oregon for several years. The facility was located in a blighted area adjacent to the City Hall complex. A conceptual drawing was prepared by an architect in spring of 2010. The City applied for and received an \$800,000 federal CDBG grant in the fall of 2010. This grant was matched with \$30,000 of City funding allowing the City to transform a previously vacant building into a thriving community center. The landscape design was donated by a local landscape architect and the landscaping was installed as part of a community project. The Palmer Creek Lodge is rapidly becoming a venue for local residents to celebrate important events and partake in local activities that enhance small town living.



Honorable Mention

Flower Basket Program, Philomath

Philomath is located along a major thoroughfare from Corvallis to Newport. The downtown area extends along a linear corridor for more than a mile. After the completion of the Hwy 20 couplet, there was a lot of asphalt and concrete, but scarce color in their downtown area. The Flower Basket program started in response to the need to beautify and to unify the downtown corridor and side streets. This program also was the first effort of the PDA to reach deep into the community and ask for volunteer's time and treasure. The response was amazingly positive. Headed by Jack Duren and Dale Collins and their team of volunteers, they start early to recruit basket sponsors by mailing out brochures each February, followed by in-person visits to businesses. Approximately \$5,000 is raised each year. The program has tripled since the first year in 2007, with 91 baskets going up in 2012. From the time the baskets go up in May, they are watered daily by volunteers.

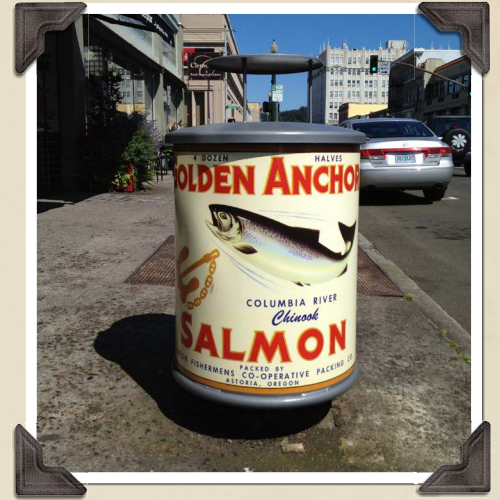


Awards continued . . .

Honorable Mention

Downtown Streetscape Improvement Project, Astoria

The Astoria Downtown Historic District Association highlighted streetscape improvements as a primary goal in 2012 after having dilapidated furniture removed in 2010. As the ADHDA was focusing efforts on downtown beautification, the City approached them and the Astoria Sunday Market to support their application for an ODOT grant that would include funding for street furniture. The ODOT grant was awarded and initial funds supported the purchase and installation of coordinated trash cans, benches, bike racks, bike lockers, bus shelters, and planters. Working collaboratively, the City, the Sunday Market, and ADHDA researched and chose the furniture for downtown. To add a bit of color and be reflective of Astoria's history, they also introduced historic images on a few round trash cans, now called the salmon cans. Realizing they would have extra money after the purchase of the street furniture, the City received approval from ODOT to use the excess funds to pay for rejuvenation of existing bump-outs at the request of ADHDA who agreed to coordinate long-term upkeep. The Job Corps people at Tongue Point installed all the furniture and did the plantings.



Honorable Mention

Les Caves Bier & Kitchen, Corvallis

The owners of Block 15, Nick and Kristen Arzner, were enamored and inspired by the pubs, great local food, and really good beer on a trip to Belgium. They found the atmosphere was classic, yet comfortable. They wanted to recreate the warm European feel as a complement to Block 15. To create "the Caves" as it is affectionately known, Nick & Kristen gutted and did a complete remodel of a vacant downtown space. A focal point of the new location is the bar created from old beer barrels. The Caves features a wide variety of well-crafted beer that can't be found in a 55-mile radius of Corvallis along with locally-sourced, seasonal food. The Arzner's beer curator helps educate customers about beers from around the world which ties in nicely with the fermentation science program at Oregon State University, one of only 2 in the nation. Nick & Kristen planned about 2 years for their restaurants prior to creating them and are very passionate about what they do. They are proud that their 2 restaurants have created 92 jobs combined in downtown, as well as supporting local farms and artisans.



Volunteer of the Year

Kendra Kurtz, Chair, Sherwood Main Street Promotion Committee

Kendra dived right in to develop and lead the newly formed Sherwood Main Street Promotion Committee. Kendra took the lead with volunteers to meet with Old Town business owners who were developing ideas for a First Friday event. The Promotion Committee offered to help the businesses carry out their ideas. They researched other First Fridays, contacted additional businesses, local artists, wineries, and performers to participate, organized a campaign to promote the event, and created flyers and posters – all with no budget to work with! Business owners said they had twice as many people in and more purchases made than they expected. Although First Fridays are common in communities, Kendra dedicated hours upon hours pulling it in just 3 weeks. She has also created almost all of the brochures and flyers for all of Sherwood Main Street's projects and has been key in Sherwood Main Street move forward – they feel they could not have gotten as far without her.



Awards continued . . .

Volunteer Couple of the Year

John Collins and Anne Marie Anderson, Dayton Community Development Association

As new residents to Dayton, John and Ann Marie saw the benefit of having citizens and businesses work together to improve and revitalize downtown and were the catalyst for the formation of the Dayton Community Development Association (DCDA). John has been a true leader as president of the DCDA for 4 years. He taught the board about “following the rules” as a nonprofit and has been a champion to improve the community. The DCDA has asked and received funds from the County for the past 3 years, in part, because John helped them realize that investment in the DCDA is a good one. Ann Marie is active with both the Design Committee and the Organization Committee. She has worked tirelessly on the façade improvement program. During the last year, Ann Marie also created a beautiful website and Facebook page. With John’s help, Ann Marie is dedicated to photographing all of DCDA’s activities and projects and does a wonderful job in promoting the organization. John and Ann Marie have volunteered over 300 hours in the past year and are a valuable asset to DCDA.



Transforming Downtown Coordinator of the Year

Kelly Haverkate, Dayton Community Development Association

Kelly Haverkate approaches her role as the downtown coordinator with enthusiasm and inquiry. Kelly supports the development of new board and committee members, helping to orient them. She works with board members to create events to further the goals of the program, and helped coordinate branding workshops with an expert who offered his services for free. This was followed by workshops and community input on a logo for DCDA. Kelly serves as the go between for groups working on different projects and activities. She routinely meets with City staff and the City Council and invites them to DCDA activities. Because of the knowledge she has gained and the networking she pursues, Kelly is a valuable resource to downtown business owners. For example, she helped guide the business owners participating in the facade improvements, and advocated for simple processes with the city’s CLG program so business owners and contractors could get reimbursed quickly. Kelly volunteers her time and is dedicated to the DCDA while being a small business owner herself. DCDA credits Kelly’s daily efforts as a key factor in their success.



Main Street Manager of the Year

Lloyd Purdy, Main Street Oregon City

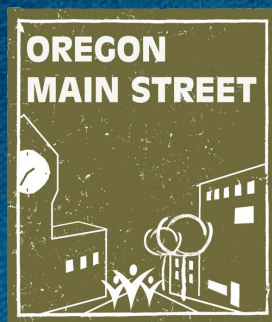
Three and a half years ago, 10 board members with an idea and a \$30,000 commitment from the City hired their founding executive director, Lloyd Purdy. Now, MSOC received designation as a Performing Main Street community, implemented a new EID, built partnerships to obtain grant funding for \$2.5 million in streetscape improvements, installed public art valued at more than \$70,000, established a \$60,000 matching sign grant program to help businesses, received a \$100,000 NEA grant and secured \$150,000 in matching funds, and implemented the \$90,000 blue collar creative business recruitment campaign. All of this even during the economic downturn and a 2-year closure of a primary traffic arterials into the district. MSOC credits much of the accomplishments to Lloyd’s efforts. Perhaps it is time for a rest? It seems unlikely, if anything Lloyd is just hitting his stride. With Lloyd’s continued involvement, MSOC is confident their future holds new infill development, the introduction of residential in downtown, the inclusion of a great natural resource, Willamette Falls, and a burgeoning creative business core and now thriving retail district.



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Nature
HISTORY
Discovery

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