



City of Oregon City

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

Meeting Agenda City Commission

Dan Holladay, Mayor
Carol Pauli, Commission President
Brian Shaw, Rocky Smith, Jr., Daphne Wuest

Wednesday, March 18, 2015

7:00 PM

Commission Chambers

6:30 P.M. - EXECUTIVE SESSION OF THE CITY COMMISSION

a. Pursuant to ORS 192.660(2)(h): To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

An additional Executive Session to immediately follow the regular meeting of the City Commission.

b. Pursuant to ORS 192.660(2)(i): To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

1. Convene Regular Meeting and Roll Call

2. Flag Salute

3. Ceremonies, Proclamations

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. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The City Commission does not generally engage in dialog with those making comments, but may refer the issue to the City Manager. Complaints shall first be addressed at the department level prior to addressing the City Commission.

5. Adoption of the Agenda

6. Public Hearings

- 6a. [15-111](#) Resolution No. 15-05, Closing Unnecessary Funds within the Accounting System and Adopting a Supplemental Budget to Establish New Funds

Sponsors: Finance Director Wyatt Parno

Attachments: [Staff Report](#)

[Resolution 15 - 05](#)

[Budget Adjustment](#)

- 6b. [15-158](#) Ordinance No. 15-1002, Adopting the First Six-Month Extension to the

Existing Moratorium on Land Development and Building and Sewer Permit Approvals in Certain Areas within Oregon City due to a Lack of Sanitary Sewer System Capacity and Declaring an Emergency

Sponsors: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Ordinance No. 15-1002](#)

[Constrained Area Maps](#)

[City Engineer Findings](#)

7. General Business

- 7a. [15-146](#) Second Reading, Ordinance No. 15-1001, Amending the Oregon City Municipal Code to Allow for the Closing of Unnecessary Funds within the Accounting System

Sponsors: Finance Director Wyatt Parno

Attachments: [Staff Report](#)

[Ordinance No. 15 - 1001](#)

- 7b. [15-159](#) Resolution No. 15-06, Amending Oregon City's Local Legacy Share Allocation Projects for the 2006 Metro Natural Areas Bond Measure

Sponsors: Community Development Director Tony Konkol

Attachments: [Staff Report](#)

[Resolution No. 15-06](#)

[Resolution No. 06-04 Local Legacy Share Allocation](#)

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. [15-169](#) Contract with Wallis Engineering, PLLC in the Amount of \$199,088.00 for the 2015 Oregon City Roadway Reconstruction Projects Contract

Sponsors: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Personal Services Agreement](#)

- 8b. [PUB 15-026](#) Execution of an Assignment of Easement Agreement Transferring Ownership of the Sanitary Sewer Easement Located Across the Barclay School Site from the Tri-City Service District to the City of Oregon City

Sponsors: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Assignment of Easement Agreement](#)

[Vicinity Map](#)

- 8c. [15-165](#) Contract to Emery and Sons Construction, Inc. in the Amount of \$227,606.00 for the Linn Avenue Waterline Emergency Construction

Contract

Sponsors: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Emergency Construction Contract](#)

[Construction Plans](#)

- 8d. [15-166](#) Personal Services Agreement with ECONorthwest for the Willamette Falls Legacy Project Financing Strategy

Sponsors: Economic Development Manager Eric Underwood

Attachments: [Staff Report](#)

[PSA - contract ECONorthwest](#)

[Exhibit A - Consultant's Services](#)

[Exhibit B - Standard Conditions \(ECONorthwest\)](#)

- 8e. [15-155](#) OLCC: Liquor License Application-Limited On-Premises Sales, New Outlet: Applying as a Limited Liability Company, Yvonne's, 818 Main Street #A, Oregon City, OR 97045.

Sponsors: Police Chief and Public Safety Director James Band

Attachments: [Staff Report](#)

[Yvonne's Liquor License Application](#)

- 8f. [15-160](#) OLCC: Liquor License Application- Full On-Premises Sales, Commercial Establishment, Greater Privilege, Limited Liability Company, Weathervane Coffee House, 13001 Clackamas River Dr. #110, Oregon City, OR 97045

Sponsors: Police Chief and Public Safety Director James Band

Attachments: [Staff Report](#)

[OLCC: Liquor License Application- Weathervane Coffee House](#)

- 8g. [15-177](#) Minutes of the February 18, 2015 Regular Meeting

Sponsors: City Recorder Kattie Riggs

Attachments: [Minutes of 02/18/2015](#)

- 8h. [15-178](#) Minutes of the March 4, 2015 Regular Meeting

Sponsors: City Recorder Kattie Riggs

Attachments: [Minutes of 03/04/2015](#)

9. **Communications**

a. **City Manager**

b. **Commission**

c. **Mayor**

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 on the table.*

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

**Electronic presentations are permitted, but shall be delivered to the City Recorder 48 hours in advance of the meeting.*

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

625 Center Street
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Staff Report

File Number: 15-111

Agenda Date: 3/18/2015

Status: Public Hearing

To: City Commission

Agenda #: 6a.

From: Finance Director Wyatt Parno

File Type: Resolution

SUBJECT:

Resolution No. 15-05, Closing Unnecessary Funds within the Accounting System and Adopting a Supplemental Budget to Establish New Funds

RECOMMENDED ACTION (Motion):

After holding a public hearing, move to adopt Resolution No. 15-05, A Resolution to Close Unnecessary Funds within the Oregon City Financial Accounting Structure and to Adopt a Supplemental Budget to the 2013-2015 Adopted Biennial Budget to Establish New Funds.

BACKGROUND:

The City Commission is committed to transparent financial reporting and stewardship of public funds. An important aspect of these goals is to maintain an accounting system that is easy to understand and allows for the segregation of designated monies. The City's current accounting structure was established over twenty years ago and includes several unnecessary funds. Generally Accepted Accounting Principles state that unnecessary funds result in inflexibility, undue complexity, and inefficient financial administration (NCGA Statement 1), and the Oregon Department of Revenue advises that unnecessary funds complicate the budget, making it more difficult to understand and work with (Budgeting Manual).

Oregon Budget Law provides the legal basis for the City Commission to close funds by resolution. In addition, a public hearing and supplemental budget are required to establish two new funds that will be used to segregate restricted resources.



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Oregon Budget Law provides the legal basis for the City Commission to close funds by resolution. In addition, a public hearing and supplemental budget are required to establish two new funds that will be used to segregate restricted resources.

RESOLUTION NO. 15-05

A RESOLUTION TO CLOSE UNNECESSARY FUNDS WITHIN THE OREGON CITY FINANCIAL ACCOUNTING STRUCTURE AND TO ADOPT A SUPPLEMENTAL BUDGET TO THE 2013 - 2015 ADOPTED BIENNIAL BUDGET TO ESTABLISH NEW FUNDS

Close Unnecessary Funds

WHEREAS, the City of Oregon City is committed to the highest standards for financial reporting and stewardship of public resources; and

WHEREAS, Generally Accepted Accounting Principles state that unnecessary funds result in inflexibility, undue complexity, and inefficient financial administration (NCGA Statement 1), and the Oregon Department of Revenue advises that unnecessary funds complicate the budget, making it more difficult to understand and work with (Budgeting Manual); and

WHEREAS, the City's current accounting structure contains several funds which are unnecessary. Closing the funds will reduce the complexity of the financial reporting structure, resulting in greater transparency; and

WHEREAS, ORS 294.353 provides the legal basis for the City Commission to declare by resolution the elimination of unnecessary funds, and requires the disposition of residual balances to the General Fund; and

WHEREAS, the Oregon Department of Revenue advises that closing funds does not require a supplemental budget, however the City desires to establish a budget adjustment to guide the accounting for closing the funds and to reallocate restricted resources into separate divisions and accounts to ensure proper segregation.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Funds shall be closed in accordance with the attached document titled *Oregon City, Request for Budget Adjustment, 2013-2015 Budget Adjustment 4*, and be made a part hereof and authorized.

Supplemental Budget

WHEREAS, the City Commission adopted a budget for the 2013-2015 Biennium and made appropriations by Resolution No. 13-17; and

WHEREAS, through the course of routine operations, conditions that were not known at the time the budget was prepared have occurred and require a change in financial planning; and

WHEREAS, ORS 294.471 provides the legal basis for the City Commission to adopt a supplemental budget by resolution and the Oregon Budgeting Manual (Rev. 05-12, page 65) requires a supplemental budget to establish new funds; and

WHEREAS, ORS 294.473 requires a public hearing on supplemental budgets that change estimated expenditures in a fund by more than ten percent, including any expenditures in a new fund. The City Commission held a public hearing on March 18, 2015 after notice of the hearing was published in *Oregon City News*, a newspaper of general circulation, on March 11, 2015; and

WHEREAS, a supplemental budget is needed to establish new funds, and the City desires to create two new funds for the reallocation of residual balances that were closed to the General Fund pursuant to the preceding section (Close Unnecessary Funds). Additional resources will be reallocated to existing funds as well to ensure that committed and restricted City resources are properly segregated.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

The Supplemental Budget as attached and titled *Oregon City, Request for Budget Adjustment, 2013-2015 Budget Adjustment 4*, shall be made a part hereof and authorized.

Approved and adopted at a regular meeting of the City Commission held on the 18th day of March, 2015.

DAN HOLLADAY, Mayor

Attested to this 18th day of March, 2015:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Oregon City
Request for Budget Adjustment
2013-2015 Budget Adjustment 4

<u>Description</u>	<u>Account</u>	<u>Original Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised Budget</u>
Close Unnecessary Funds to the General Fund and Reallocate to Restricted Divisions and Accounts as Required					
Cable TV					
ROW Usage Charges	R 409-200-214	\$ 296,000	\$ 106,100	\$ -	\$ 402,100
Contingency	E 409-200-888	\$ 193,900	\$ -	\$ 193,900	\$ -
Transfers Out	E 409-200-976	\$ -	\$ 300,000	\$ -	\$ 300,000
Civic Improvement Trust					
Beginning Fund Balance	R 331-200-911	\$ 6,000	\$ 20,195	\$ -	\$ 26,195
Hotel/Motel Tax Receipts	R 331-200-781	\$ 122,000	\$ 173,805	\$ -	\$ 295,805
Contingency	E 331-200-888	\$ 6,000	\$ -	\$ 6,000	\$ -
Transfers Out	E 331-200-976	\$ -	\$ 200,000	\$ -	\$ 200,000
Business Development					
Beginning Fund Balance	R 332-200-911	\$ 13,825	\$ 14,028	\$ -	\$ 27,853
Business Licenses	R 332-200-411	\$ 100,000	\$ 32,397	\$ -	\$ 132,397
Contingency	E 332-200-888	\$ 13,575	\$ -	\$ 13,575	\$ -
Transfers Out	E 332-200-976	\$ -	\$ 60,000	\$ -	\$ 60,000
Economic Improvement District					
Beginning Fund Balance	R 338-200-911	\$ 250	\$ 4,805	\$ -	\$ 5,055
Business Licenses	R 338-200-895	\$ 230,000	\$ 4,695	\$ -	\$ 234,695
Contingency	E 338-200-888	\$ 500	\$ -	\$ 500	\$ -
Transfers Out	E 338-200-976	\$ -	\$ 10,000	\$ -	\$ 10,000
Solid Waste Enhancement					
Beginning Fund Balance	R 341-200-911	\$ 54,414	\$ 28,773	\$ -	\$ 83,187
Intergovernmental Revenue	R 341-200-351	\$ 240,000	\$ 79,813	\$ -	\$ 319,813
Contingency	E 341-200-888	\$ 91,414	\$ -	\$ 91,414	\$ -
Transfers Out	E 341-199-976	\$ -	\$ 200,000	\$ -	\$ 200,000
Police Services Reserve					
Beginning Fund Balance	R 307-171-911	\$ 603,600	\$ 25,786	\$ -	\$ 629,386
Permit Revenue	R 307-171-411	\$ 330,000	\$ 135,364	\$ -	\$ 465,364
Contingency	E 307-171-888	\$ 138,850	\$ -	\$ 138,850	\$ -
Transfers Out	E 307-171-976	\$ -	\$ 300,000	\$ -	\$ 300,000
City Cleanup					
Garbage Franchise Revenue	R 315-199-231	\$ 387,000	\$ 173,173	\$ -	\$ 560,173
Contingency	E 315-199-888	\$ 76,827	\$ -	\$ 76,827	\$ -
Transfers Out	E 315-199-976	\$ -	\$ 250,000	\$ -	\$ 250,000
Downtown Parking					
Charges for Services	R 321-200-525	\$ 570,350	\$ 340,365	\$ -	\$ 910,715
Contingency	E 321-200-888	\$ 59,635	\$ -	\$ 59,635	\$ -
Transfers Out	E 321-200-976	\$ -	\$ 400,000	\$ -	\$ 400,000
Code Enforcement					
Fines & Penalties	R 354-200-612	\$ 20,000	\$ 96,749	\$ -	\$ 116,749
Contingency	E 354-200-888	\$ 3,251	\$ -	\$ 3,251	\$ -
Transfers Out	E 354-200-976	\$ -	\$ 100,000	\$ -	\$ 100,000
Endowment Care					
Beginning Fund Balance	R 605-172-911	\$ 104,470	\$ 4,430	\$ -	\$ 108,900
Contingency	E 605-172-871	\$ 105,570	\$ -	\$ 105,570	\$ -
Transfers Out	E 605-172-976	\$ -	\$ 110,000	\$ -	\$ 110,000
Parks & Recreation Trust					
Beginning Fund Balance	R 608-200-911	\$ 188,000	\$ 36,195	\$ -	\$ 224,195
Donations	R 608-200-773	\$ 30,000	\$ 120,805	\$ -	\$ 150,805
Contingency	R 608-200-888	\$ 193,000	\$ -	\$ 193,000	\$ -
Transfers Out	E 608-200-976	\$ -	\$ 350,000	\$ -	\$ 350,000
General Fund					

Oregon City
Request for Budget Adjustment
2013-2015 Budget Adjustment 4

<u>Description</u>	<u>Account</u>	<u>Original Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised Budget</u>
Transfers In	R 300-199-976	\$ -	\$ 2,280,000	\$ -	\$ 2,280,000
Ending Fund Balance	E 300-199-888	\$ -	\$ 2,280,000	\$ -	\$ 2,280,000
The above funds will be closed to the general fund with resources committed or restricted as follows. Cable TV resources, the PEG component (once established) will be restricted with separate accounts in the City Recorder budget. Civic Improvement Trust, Economic Improvement District and Solid Waste Enhancement resources will be restricted with separate accounts in the Economic Development budget. Police Services Reserve resources will be restricted with separate accounts in the Police budget. City Cleanup, Downtown Parking and Code Enforcement resources will be restricted with a separate division in the Police budget. Endowment Care and Parks & Recreation Trust resources will be restricted with separate accounts and a separate division, respectively in the Parks budget.					
Close Unnecessary Funds to General Fund and Reallocate to Transportation Fund with Restricted Division for Pavement Maintenance					
Upgrade Streets Annexed					
Miscellaneous Income	R 412-125-712	\$ 1,750	\$ 7,250	\$ -	\$ 9,000
Capital Outlay	E 412-125-571	\$ 60,000	\$ -	\$ 60,000	\$ -
Contingency	E 412-125-888	\$ 132,750	\$ -	\$ 132,750	\$ -
Transfers Out	E 412-125-976	\$ -	\$ 200,000	\$ -	\$ 200,000
Pavement Maintenance					
Beginning Fund Balance	R 415-401-911	\$ 514,948	\$ 450,782	\$ -	\$ 965,730
Utility Revenue	R 415-401-534	\$ 3,693,281	\$ 1,386,929	\$ -	\$ 5,080,210
Contingency	E 415-401-888	\$ 162,289	\$ -	\$ 162,289	\$ -
Transfers Out	E 415-401-976	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000
General Fund					
Transfers In	R 300-199-976	\$ -	\$ 2,200,000	\$ -	\$ 2,200,000
Transfers Out	E 300-199-976	\$ -	\$ 2,200,000	\$ -	\$ 2,200,000
Transportation Fund					
Transfers In	R 401-122-976	\$ 365,118	\$ 2,200,000	\$ -	\$ 2,565,118
Contingency	E 401-122-888	\$ 137,291	\$ 2,200,000	\$ -	\$ 2,337,291
The Upgrade Streets Annexed Fund contains residual interest income from resources previously used to upgrade annexed streets to City standards. The Pavement Maintenance Fund accounts for street maintenance projects funded by pavement maintenance utility fees and are restricted for that purpose. The balance of these funds will pass through the General Fund and be reallocated to the Transportation Fund, with the Pavement Maintenance monies restricted in a separate division.					
Close Unnecessary Funds to the General Fund and Reallocate to the Newly Established System Development Fund with Restricted Divisions					
Transportation SDC					
Beginning Fund Balance	R 411-401-911	\$ 2,577,970	\$ 964,508	\$ -	\$ 3,542,478
System Development Charges	R 411-401-534	\$ 1,050,000	\$ 5,035,492	\$ -	\$ 6,085,492
Transfers Out	E 411-401-976	\$ 45,684	\$ 6,000,000	\$ -	\$ 6,045,684
Water SDC					
Beginning Fund Balance	R 511-501-911	\$ 1,630,620	\$ 818,617	\$ -	\$ 2,449,237
System Development Charges	R 511-501-534	\$ 1,000,000	\$ 3,181,383	\$ -	\$ 4,181,383
Transfers Out	E 511-501-976	\$ 71,973	\$ 4,000,000	\$ -	\$ 4,071,973
Wastewater SDC					
Beginning Fund Balance	R 512-502-911	\$ 1,990,208	\$ 191,123	\$ -	\$ 2,181,331
System Development Charges	R 512-502-534	\$ 516,000	\$ 2,808,877	\$ -	\$ 3,324,877
Transfers Out	E 512-502-976	\$ 65,196	\$ 3,000,000	\$ -	\$ 3,065,196
Stormwater SDC					
Beginning Fund Balance	R 522-521-911	\$ 391,887	\$ 64,347	\$ -	\$ 456,234
System Development Charges	R 522-521-534	\$ 250,000	\$ 935,653	\$ -	\$ 1,185,653
Transfers Out	E 522-521-976	\$ 56,342	\$ 1,000,000	\$ -	\$ 1,056,342
Park SDC					
Beginning Fund Balance	R 611-606-911	\$ 1,167,199	\$ 1,092,268	\$ -	\$ 2,259,467
System Development Charges	R 611-606-534	\$ 600,000	\$ 2,907,732	\$ -	\$ 3,507,732

Oregon City
Request for Budget Adjustment
2013-2015 Budget Adjustment 4

<u>Description</u>	<u>Account</u>	<u>Original Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised Budget</u>
Transfers Out	E 611-606-976	\$ 52,420	\$ 4,000,000	\$ -	\$ 4,052,420
General Fund					
Transfers In	R 300-199-976	\$ -	\$ 18,000,000	\$ -	\$ 18,000,000
Transfers Out	E 300-199-976	\$ -	\$ 18,000,000	\$ -	\$ 18,000,000
System Development Fund					
Transfers In	R 280-526-976	\$ -	\$ 6,000,000		\$ 6,000,000
Transfers In	R 280-551-976	\$ -	\$ 4,000,000		\$ 4,000,000
Transfers In	R 280-552-976	\$ -	\$ 3,000,000		\$ 3,000,000
Transfers In	R 280-553-976	\$ -	\$ 1,000,000		\$ 1,000,000
Transfers In	R 280-310-976	\$ -	\$ 4,000,000		\$ 4,000,000
Restricted Fund Balance - Transportation	E 280-526-999	\$ -	\$ 6,000,000		\$ 6,000,000
Restricted Fund Balance - Water	R 280-551-999	\$ -	\$ 4,000,000		\$ 4,000,000
Restricted Fund Balance - Wastewater	R 280-552-999	\$ -	\$ 3,000,000		\$ 3,000,000
Restricted Fund Balance - Stormwater	R 280-553-999	\$ -	\$ 1,000,000		\$ 1,000,000
Restricted Fund Balance - Park	R 280-310-999	\$ -	\$ 4,000,000		\$ 4,000,000
System development charges are restricted under Oregon law. The balance of the above five funds will pass through the General Fund and be reallocated to the newly established System Development Fund with separate restricted divisions. The change in structure will align with the City's plans to establish an ongoing Capital Improvement Plan document.					
Close Unnecessary Funds to the General Fund and Reallocate to the Newly Establish Community Facility Capital Project Fund with Restricted Divisions					
Police Building Reserve					
Beginning Fund Balance	R 301-199-911	\$ 47,224	\$ 5,777	\$ -	\$ 53,001
Police - Technical Services	E 301-199-386	\$ 15,000	\$ -	\$ 15,000	\$ -
Police - Capital Outlay - Land	E 301-199-581	\$ 1,562,224	\$ -	\$ 61,223	\$ 1,501,001
Transfers Out	E 301-199-976	\$ -	\$ 82,000	\$ -	\$ 82,000
Ermatinger House					
Beginning Fund Balance	R 442-200-911	\$ 240,000	\$ 250,000	\$ -	\$ 490,000
Transfers Out	E 442-200-976	\$ -	\$ 250,000	\$ -	\$ 250,000
Library Reserve					
Beginning Fund Balance	R 568-134-916	\$ 2,303,460	\$ 3,950,000	\$ -	\$ 6,253,460
Intergovernmental Revenue	R 568-134-933	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000
Bond Proceeds	R 568-134-916	\$ -	\$ 6,000,000	\$ -	\$ 6,000,000
Miscellaneous	R 568-134-581	\$ 6,000	\$ 50,000	\$ -	\$ 56,000
Transfers Out	E 568-134-976	\$ -	\$ 11,000,000	\$ -	\$ 11,000,000
PW Building Reserve					
Beginning Fund Balance	R 569-132-901	\$ 5,282,692	\$ 8,000,000	\$ -	\$ 13,282,692
Transfers Out	E 569-132-976	\$ -	\$ 8,000,000	\$ -	\$ 8,000,000
General Fund					
Transfers In	R 300-199-976	\$ -	\$ 19,332,000	\$ -	\$ 19,332,000
Transfers Out	E 300-199-976	\$ -	\$ 19,332,000	\$ -	\$ 19,332,000
Community Facilities Capital Project Fund					
Transfers In	E 310-210-976	\$ -	\$ 82,000	\$ -	\$ 82,000
Transfers In	R 310-310-976	\$ -	\$ 250,000	\$ -	\$ 250,000
Transfers In	R 310-320-976	\$ -	\$ 11,000,000	\$ -	\$ 11,000,000
Transfers In	R 310-525-976	\$ -	\$ 8,000,000	\$ -	\$ 8,000,000
Restricted Fund Balance - Community Safety Building	E 310-210-999	\$ -	\$ 82,000	\$ -	\$ 82,000
Restricted Fund Balance - Ermatinger House	R 310-310-999	\$ -	\$ 250,000	\$ -	\$ 250,000
Restricted Fund Balance - Library Expansion	R 310-320-999	\$ -	\$ 11,000,000	\$ -	\$ 11,000,000
Restricted Fund Balance - Public Works Operations C	R 310-525-999	\$ -	\$ 8,000,000	\$ -	\$ 8,000,000
Oregon City is investing in community facilities over the next several years. A capital projects fund allows the City to accumulate and segregate resources and capital expenditures. It is most efficient to account for capital projects in a single capital project fund with separate restricted divisions. The balance of these funds will pass through the General Fund and be reallocated to the newly established Community Facilities Capital Project Fund with separate restricted divisions for each project.					

Oregon City
Request for Budget Adjustment
 2013-2015 Budget Adjustment 4

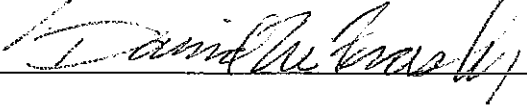
<u>Description</u>	<u>Account</u>	<u>Original Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised Budget</u>
Close Unnecessary Fund to the General Fund and Reallocate the Resources to the Water Fund					
Water Rate Stabilization Fund					
Contingency	E 515-501-888	\$ 492,242	\$ -	\$ 492,242	\$ -
Transfers Out	E 515-501-976	\$ -	\$ 492,242	\$ -	\$ 492,242
General Fund					
Transfers In	R 300-199-976	\$ -	\$ 492,242	\$ -	\$ 492,242
Transfers Out	E 300-199-976	\$ -	\$ 492,242	\$ -	\$ 492,242
Water Fund					
Transfers In	R 501-151-976	\$ -	\$ 492,242	\$ -	\$ 492,242
Contingency	E 501-151-888	\$ 294,437	\$ 492,242	\$ -	\$ 786,679
The Water Rate Stabilization Fund is an optional fund that was established through the City's water master debt resolution. All debt in the Water Fund has been paid. The balance of the Water Rate Stabilization Fund will pass through the General Fund and be reallocated to the Water Fund for unrestricted use.					
Close Unnecessary Funds to the General Fund and Reallocate the Resources to the Wastewater Fund					
Wastewater Rate Stabilization Fund					
Contingency	E 516-502-888	\$ 623,252	\$ -	\$ 623,252	\$ -
Transfers Out	E 516-502-976	\$ -	\$ 623,252	\$ -	\$ 623,252
HOPP Sewer Construction Fund					
Beginning Fund Balance	R 531-160-911	\$ 4,000	\$ 40,000	\$ -	\$ 44,000
Assessment Revenue	R 531-160-826	\$ 26,800	\$ 53,500	\$ -	\$ 80,300
Contingency	E 531-160-888	\$ 6,500	\$ -	\$ 6,500	\$ -
Transfers Out	E 531-160-976	\$ 24,000	\$ 100,000	\$ -	\$ 124,000
General Fund					
Transfers In	R 300-199-976	\$ -	\$ 723,252	\$ -	\$ 723,252
Transfers Out	E 300-199-976	\$ -	\$ 723,252	\$ -	\$ 723,252
Wastewater Fund					
Transfers In	R 502-181-976	\$ -	\$ 723,252	\$ -	\$ 723,252
Contingency	E 502-181-888	\$ 313,154	\$ 723,252	\$ -	\$ 1,036,406
The Wastewater Rate Stabilization Fund is an optional fund that was established through the City's wastewater master debt resolution. The HOPP Sewer Construction Fund is a capital fund that should have been closed many years ago. Assessment revenues have been received in the HOPP fund, and then transferred to the Wastewater Fund each year to make debt service payments. The balances of both funds will be closed to the General Fund, and then reallocated to the Wastewater Fund with most of the resources committed for future debt service (in case the City can save money with early debt payoff in 2017).					

Department Director: Various (met with each department director)

Date: _____

Finance Director: 

Date: 3/13/15

City Manager: 

Date: 3-13-15



City of Oregon City

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

Staff Report

File Number: 15-158

Agenda Date: 3/18/2015

Status: Public Hearing

To: City Commission

Agenda #: 6b.

From: Public Works Director John Lewis

File Type: Ordinance

SUBJECT:

Ordinance No. 15-1002, Adopting the First Six-Month Extension to the Existing Moratorium on Land Development and Building and Sewer Permit Approvals in Certain Areas within Oregon City due to a Lack of Sanitary Sewer System Capacity and Declaring an Emergency

RECOMMENDED ACTION (Motion):

Approve the first reading and adopt Ordinance No. 15-1002 declaring a six-month extension to the existing moratorium on land development and building and sewer permit approvals in certain areas within Oregon City due to a lack of sanitary sewer system capacity and declaring an emergency.

BACKGROUND:

The City of Oregon City's new Sanitary Sewer Master Plan (SSMP) became effective November 1, 2014. During the course of the update of the master plan, the City's consultant, Brown and Caldwell (B&C), evaluated the City's sanitary sewer system. The SSMP provides detailed collection system modeling results and a capital improvement projects program for existing and future development needs. In addition, the SSMP identified four areas within the City's existing sanitary sewer collection system which currently have capacity deficiencies during wet weather (both in the 5-yr-24-hr and 10-yr-24-hr design storm event conditions). In some cases, these capacity deficiencies result in pipe system surcharge and limited overflows discharging inadequately treated sewage into surfacewater.

The City of Oregon City's Comprehensive Land Use Plan requires that the rate of community growth and development may not exceed the community's ability to provide essential public services, including a sanitary sewer system. Policy 11.2.1 of the City's Comprehensive Plan requires that the City "plan, operate and maintain the wastewater collection system for all current and anticipated city residents;" Policy 11.2.3 requires that the City "...provide enough collection capacity to meet standards established by the Oregon Department of Environmental Quality (DEQ) to avoid discharging inadequately treated sewage into surfacewater."

Based upon reasonably available information, the findings of the SSMP demonstrated the need for a moratorium as required by ORS 197,520(2). An initial 6-month moratorium went into effect through the adoption of Ordinance No. 14-1006, which became effective on August 6, 2014. During the initial six-month moratorium, the City initiated sanitary sewer rate increases and has taken steps to implement solutions to resolve current capacity deficiencies. Steps taken include the execution of two personal services agreements with engineering

consulting firms to provide technical engineering services for the design of improvements for two of the four areas, being 12th Street (NW, NE, SW) and 12th St/13th St/Division St. The design phases are expected to be completed spring/summer 2015 with the construction phases to be completed fall 2015 and winter 2016.

While this moratorium remains in effect, all development within the flow-constrained areas shall be subject to the following notice and restrictions:

1. Property owners and representatives, shall be notified by staff, of the moratorium at the earliest opportunity either during pre-application conferences or before. However, failure to provide notice shall not alter the development restrictions imposed by this moratorium.
2. Land use permit applications will continue to be processed during the moratorium period, and if approved, appropriate conditions shall be imposed restricting development until the flow-constrained sewer condition is remedied.
3. No building or plumbing permit, and/or a public works sewer or construction plan permit applications may be accepted or issued until flow-constrained sewer condition are remedied and the moratorium is officially lifted.

Any development or redevelopment proposal using conventional wastewater conveyance that does not increase wastewater flows to these capacity restrained areas will be exempt from the moratorium.

An extension to the moratorium will allow staff the time to complete studies to identify solutions, collect necessary funding and plan for the construction of necessary improvements. This moratorium shall expire six (6) months from the date of its enactment unless the City Commission extends the moratorium in accordance with state law. Staff anticipates the need to extend the moratorium beyond the initial twelve (12) month period to allow time for the construction of necessary improvements. As a result of implementation of sanitary sewer rate increases, staff anticipates a project implementation schedule that resolves all moratorium areas within 4 years. State law allows for a maximum of 7 years to address the moratorium areas but will require re-occurring City Commission time extension authorizations during the moratorium as a means to obtain an official check-in on improvement progress. As improvements are implemented in each of the capacity-deficient areas, the moratorium will be lifted from these areas during supplemental extensions.



City of Oregon City

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

Staff Report

File Number: 15-158

Agenda Date: 3/18/2015

Status: Public Hearing

To: City Commission

Agenda #: 6b.

From: Public Works Director John Lewis

File Type: Ordinance

SUBJECT:

Ordinance No. 15-1002, Adopting the First Six-Month Extension to the Existing Moratorium on Land Development and Building and Sewer Permit Approvals in Certain Areas within Oregon City due to a Lack of Sanitary Sewer System Capacity and Declaring an Emergency

RECOMMENDED ACTION (Motion):

Approve the first reading and adopt Ordinance No. 15-1002 declaring a six-month extension to the existing moratorium on land development and building and sewer permit approvals in certain areas within Oregon City due to a lack of sanitary sewer system capacity and declaring an emergency.

BACKGROUND:

The City of Oregon City's new Sanitary Sewer Master Plan (SSMP) became effective November 1, 2014. During the course of the update of the master plan, the City's consultant, Brown and Caldwell (B&C), evaluated the City's sanitary sewer system. The SSMP provides detailed collection system modeling results and a capital improvement projects program for existing and future development needs. In addition, the SSMP identified four areas within the City's existing sanitary sewer collection system which currently have capacity deficiencies during wet weather (both in the 5-yr-24-hr and 10-yr-24-hr design storm event conditions). In some cases, these capacity deficiencies result in pipe system surcharge and limited overflows discharging inadequately treated sewage into surfacewater.

The City of Oregon City's Comprehensive Land Use Plan requires that the rate of community growth and development may not exceed the community's ability to provide essential public services, including a sanitary sewer system. Policy 11.2.1 of the City's Comprehensive Plan requires that the City "plan, operate and maintain the wastewater collection system for all current and anticipated city residents;" Policy 11.2.3 requires that the City "...provide enough collection capacity to meet standards established by the Oregon Department of Environmental Quality (DEQ) to avoid discharging inadequately treated sewage into surfacewater."

Based upon reasonably available information, the findings of the SSMP demonstrated the need for a moratorium as required by ORS 197,520(2). An initial 6-month moratorium went into effect through the adoption of Ordinance No. 14-1006, which became effective on August 6, 2014. During the initial six-month moratorium, the City initiated sanitary sewer rate increases and has taken steps to implement solutions to resolve current capacity deficiencies. Steps taken include the execution of two personal services agreements with engineering

consulting firms to provide technical engineering services for the design of improvements for two of the four areas, being 12th Street (NW, NE, SW) and 12th St/13th St/Division St. The design phases are expected to be completed spring/summer 2015 with the construction phases to be completed fall 2015 and winter 2016.

While this moratorium remains in effect, all development within the flow-constrained areas shall be subject to the following notice and restrictions:

1. Property owners and representatives, shall be notified by staff, of the moratorium at the earliest opportunity either during pre-application conferences or before. However, failure to provide notice shall not alter the development restrictions imposed by this moratorium.
2. Land use permit applications will continue to be processed during the moratorium period, and if approved, appropriate conditions shall be imposed restricting development until the flow-constrained sewer condition is remedied.
3. No building or plumbing permit, and/or a public works sewer or construction plan permit applications may be accepted or issued until flow-constrained sewer condition are remedied and the moratorium is officially lifted.

Any development or redevelopment proposal using conventional wastewater conveyance that does not increase wastewater flows to these capacity restrained areas will be exempt from the moratorium.

An extension to the moratorium will allow staff the time to complete studies to identify solutions, collect necessary funding and plan for the construction of necessary improvements. This moratorium shall expire six (6) months from the date of its enactment unless the City Commission extends the moratorium in accordance with state law. Staff anticipates the need to extend the moratorium beyond the initial twelve (12) month period to allow time for the construction of necessary improvements. As a result of implementation of sanitary sewer rate increases, staff anticipates a project implementation schedule that resolves all moratorium areas within 4 years. State law allows for a maximum of 7 years to address the moratorium areas but will require re-occurring City Commission time extension authorizations during the moratorium as a means to obtain an official check-in on improvement progress. As improvements are implemented in each of the capacity-deficient areas, the moratorium will be lifted from these areas during supplemental extensions.

ORDINANCE NO. 15-1002

AN ORDINANCE EXTENDING AN EXISTING MORATORIUM ON LAND DEVELOPMENT, BUILDING AND SEWER PERMIT APPROVALS IN CERTAIN AREAS WITHIN THE CITY OF OREGON CITY DUE TO A LACK OF SANITARY SEWER SYSTEM CAPACITY FOR AN ADDITIONAL SIX MONTHS AND DECLARING AN EMERGENCY

WHEREAS, the City of Oregon City (City) is a home rule city under the laws of the State of Oregon and has a duly acknowledged Comprehensive Land Use Plan; and

WHEREAS, on August 6, 2014, the City Commission adopted Ordinance 14-1006, declaring a moratorium based on a lack of sanitary sewer capacity to allow new or expanded connections to the City's sewer system in four areas of the City, as identified on the map attached as Exhibit A; and

WHEREAS, on October 1, 2014, the City Commission adopted Ordinance No. 14-1012, adopting the City of Oregon City Sanitary Sewer Master Plan (SSMP), which sets forth solutions necessary to correct the problem creating the need for the moratorium and serves as the City's corrective program under ORS 197.530; and

WHEREAS, Section 3 of Ordinance No. 14-1012 and ORS 197.530(1) provides that upon adoption of the SSMP, the effective date of the moratorium adopted through Ordinance 14-1006, will expire six months *from* the date of SSMP enactment unless otherwise extended; and

WHEREAS, the City finds a demonstrated need to prevent sanitary sewer overflows that would occur if the moratorium does not remain in place; and

WHEREAS, on September 17, 2014, the City Commission adopted Resolution No. 14-17, adopting new monthly sanitary sewer collection charges that will allow for the implementation of the SSMP identified solutions to resolve the current capacity deficiencies but those improvements have not yet been made and the problem giving rise to the moratorium still exists; and

WHEREAS, pursuant to ORS 197.530(4), the City has provided written notice to the Department of Land Conservation and Development on February 18, 2015, which is more than 14 days prior to the public hearing for adoption of this ordinance;

WHEREAS, pursuant to ORS 197.530(2), the City has made written findings justifying the need for an extension; and

WHEREAS, pursuant to ORS 197.530(2), on March 18th, 2015, the City Commission held a duly noticed public hearing on declaring a moratorium based on the lack of sanitary sewer capacity to allow new or expanded connections to the City's sewer system in four areas and the findings which support the moratorium.

NOW, THEREFORE, THE CITY OF OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Moratorium Extended. Based on the findings set forth in Exhibit B, the moratorium based on lack of sanitary sewer capacity for new development is extended for the areas identified in the map attached as Exhibit A, as set forth in Ordinance No. 14-1006.

Section 2. Term. This moratorium shall be effective as of April 1, 2015 and will expire on October 1, 2015, unless otherwise extended in accordance with state law.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

Section 4. Emergency. This Ordinance being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this Ordinance takes effect on April 1, 2015.

Read for the first time at a regular meeting of the City Commission held on the 18th day of March, and the City Commission finally enacted the foregoing ordinance this 18th day of March 2015.

DAN HOLLADAY, Mayor

Attested to this 18th day of March 2015:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Exhibits:

Exhibit A - Maps identifying the areas affected by moratorium

Exhibit B - City Engineer Findings



GSB:5018021.1

City of Oregon City - Flow-Constrained Areas Sanitary Sewer Collection System

EXHIBIT A

Figure 1A

Legend

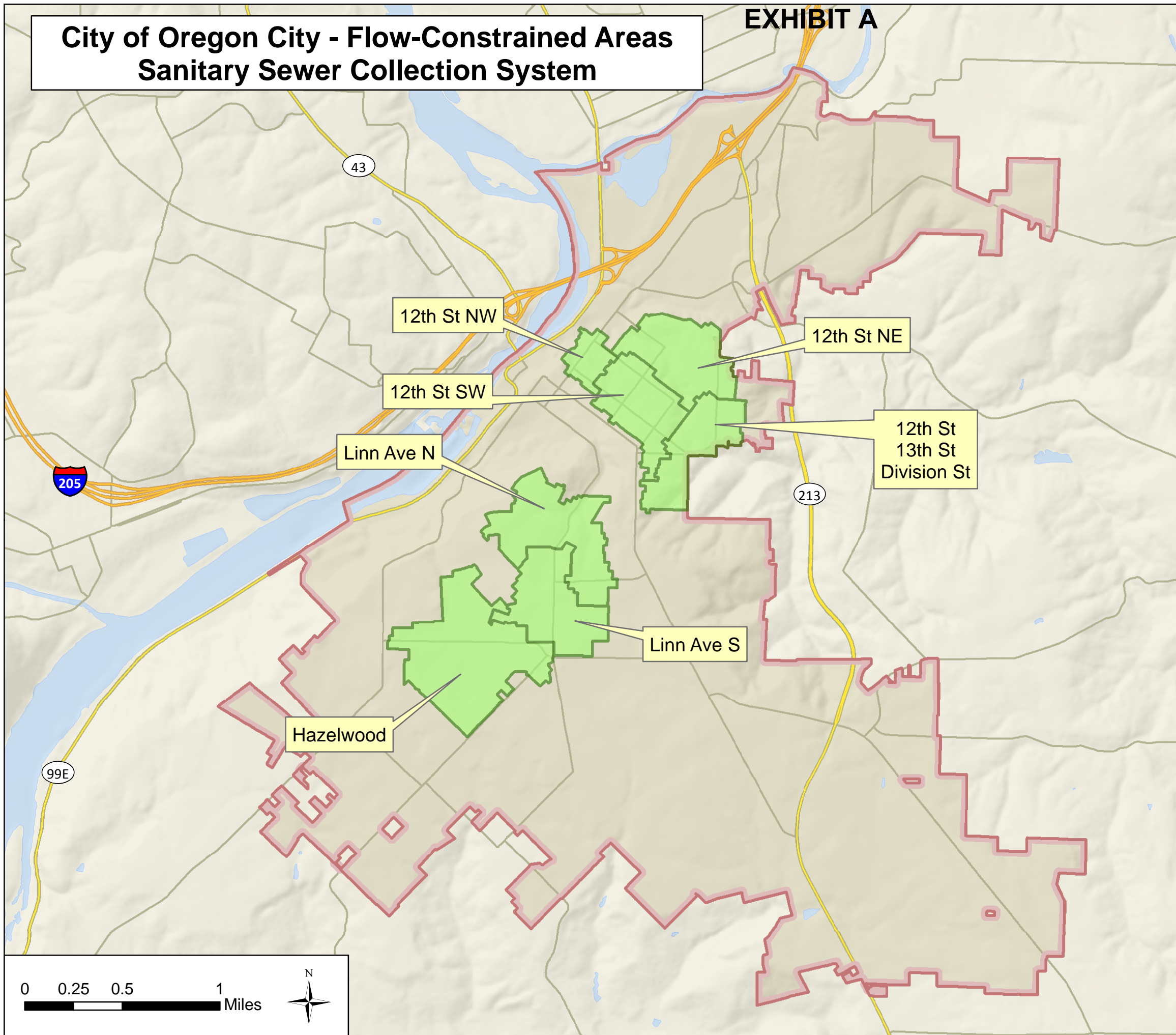
-  City Limits
-  Sanitary Sewer Flow-Constrained Area

Zoning District Classification

Zone	Description
I	Institutional District
MUC-1	Mixed Use Corridor 1 District
MUD	Mixed Use Downtown District
MUE	Mixed Use Employment District
R-2	Multi-Family Dwelling District (2,000 sq ft)
R-3.5	Dwelling District (3,500 sq ft)
R-6	Single-Family Dwelling District (6,000 sq ft)
R-8	Single-Family Dwelling District (8,000 sq ft)
R-10	Single-Family Dwelling District (10,000 sq ft)

Summary - Total Lot Acreage of Flow-Constrained Areas by Zoning District

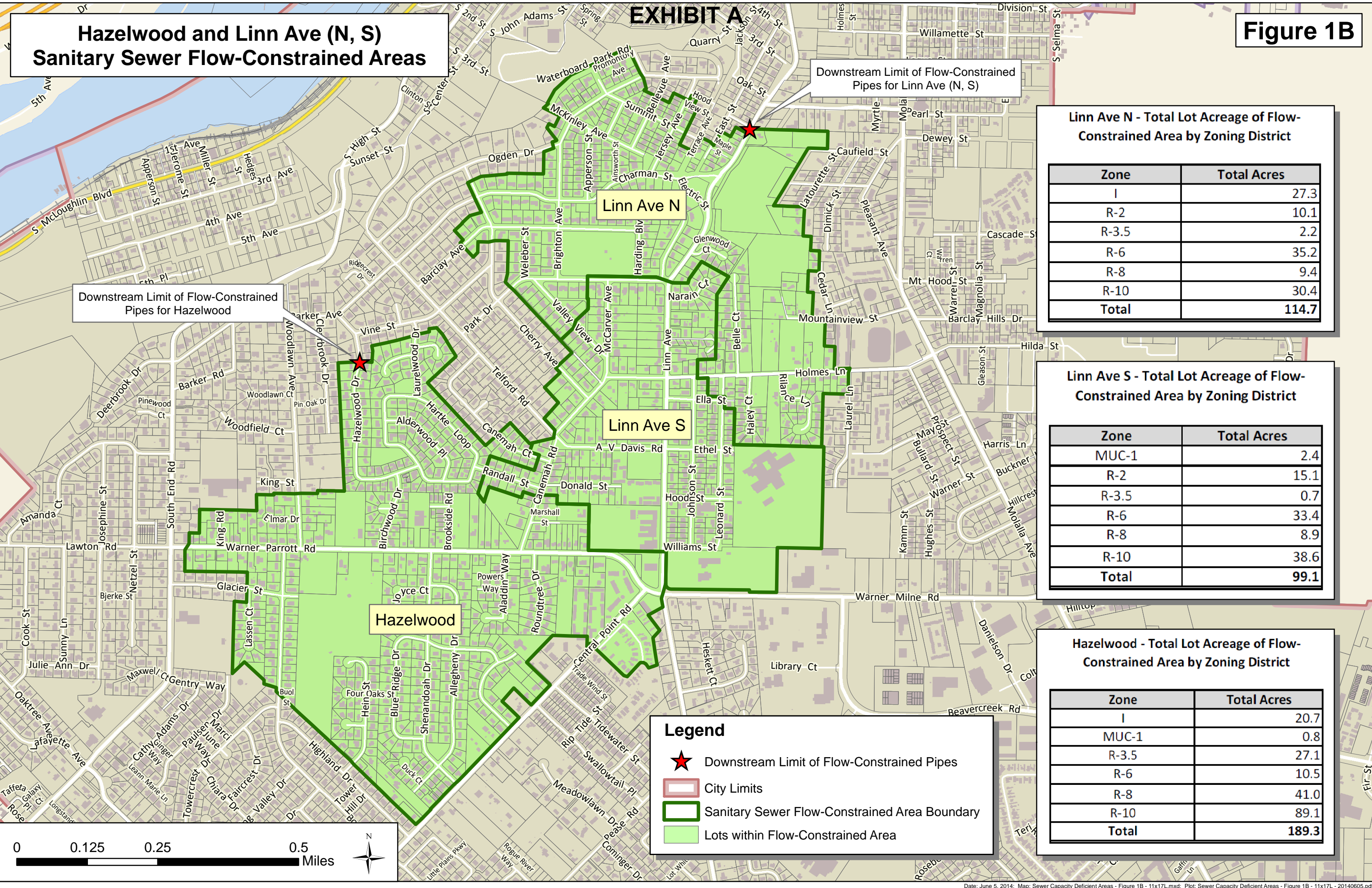
Zone	Total Acres
I	54.3
MUC-1	4.3
MUD	1.5
MUE	28.2
R-2	32.0
R-3.5	68.5
R-6	238.2
R-6/R-3.5	0.9
R-8	59.3
R-10	158.1
Total - All Areas	645.3



Hazelwood and Linn Ave (N, S)
Sanitary Sewer Flow-Constrained Areas

EXHIBIT A

Figure 1B



Linn Ave N - Total Lot Acreage of Flow-Constrained Area by Zoning District

Zone	Total Acres
I	27.3
R-2	10.1
R-3.5	2.2
R-6	35.2
R-8	9.4
R-10	30.4
Total	114.7

Linn Ave S - Total Lot Acreage of Flow-Constrained Area by Zoning District

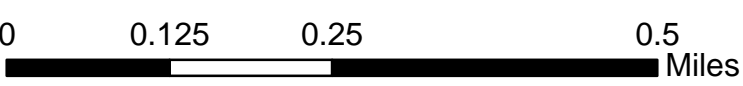
Zone	Total Acres
MUC-1	2.4
R-2	15.1
R-3.5	0.7
R-6	33.4
R-8	8.9
R-10	38.6
Total	99.1

Hazelwood - Total Lot Acreage of Flow-Constrained Area by Zoning District

Zone	Total Acres
I	20.7
MUC-1	0.8
R-3.5	27.1
R-6	10.5
R-8	41.0
R-10	89.1
Total	189.3

Legend

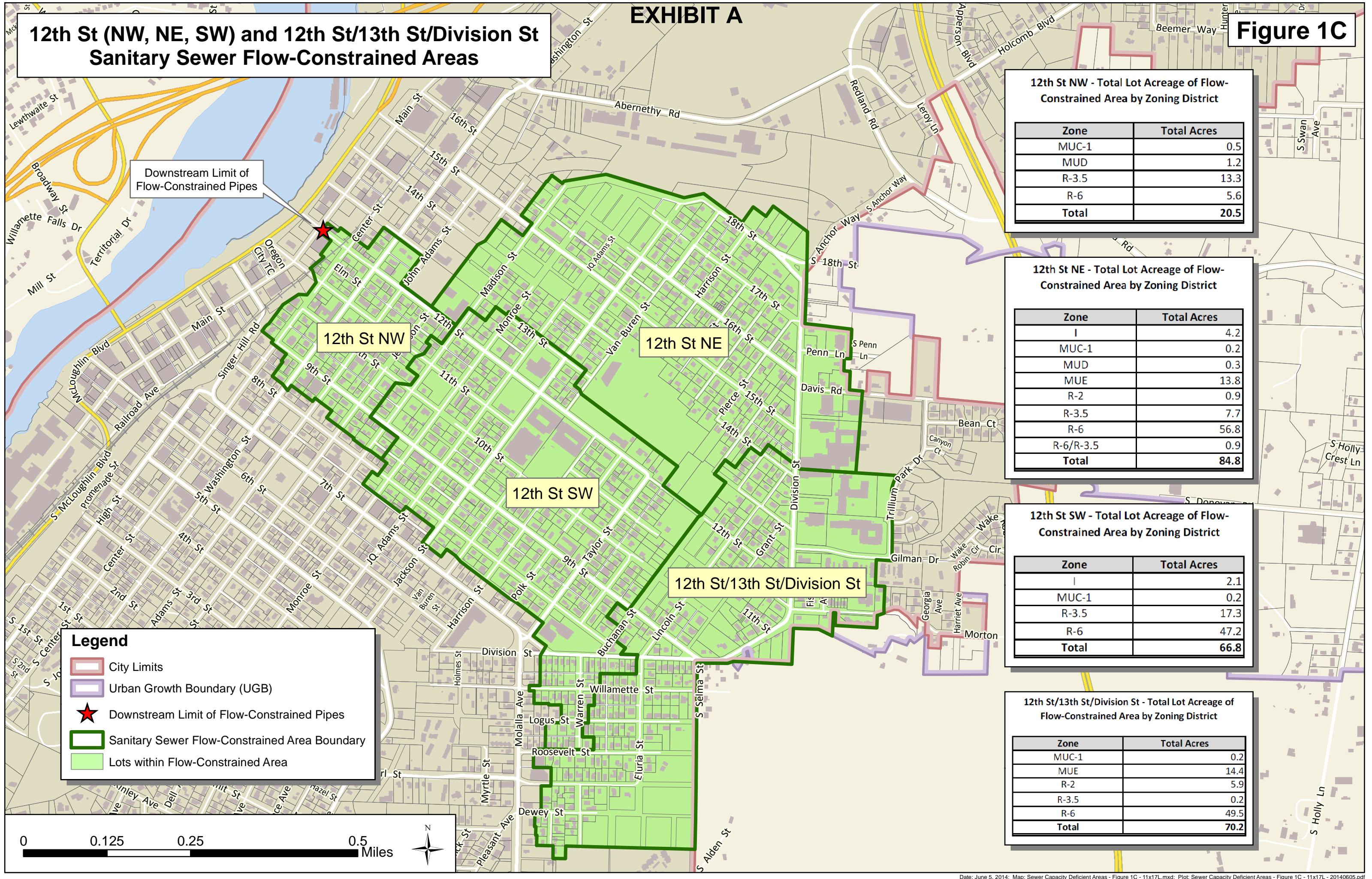
- ★ Downstream Limit of Flow-Constrained Pipes
- City Limits
- Sanitary Sewer Flow-Constrained Area Boundary
- Lots within Flow-Constrained Area



12th St (NW, NE, SW) and 12th St/13th St/Division St
Sanitary Sewer Flow-Constrained Areas

EXHIBIT A

Figure 1C



**M E M O R A N D U M**

PREPARED FOR: City Commission, City of Oregon City

SUBJECT: Ordinance No. 15-1002 *Adopting the First 6-Month Extension to the Existing Moratorium on Land Development and Building Permit Approvals in Certain Areas Within the City of Oregon City Due to Lack of Sanitary Sewer System Capacity; and Declaring an Emergency*

PLANNING FILE: L 14-03 Sanitary Sewer Moratorium

FROM: Aleta Froman-Goodrich, P.E., City Engineer

DATE: March 2, 2015

Background

The City of Oregon City (City) provides sanitary sewer collection services to nearly 33,000 people across an area of approximately 9.3 square miles. Currently there are over 10,400 service connections to the sanitary sewer collection system which includes approximately 9,740 residential, 520 commercial, and 130 industrial users. The City owns the following infrastructure: over 148 miles of gravity pipelines, ranging in size from approximately 2 to 36 inches in diameter; 3,700 manholes; 12 (major) pumping stations; and 6 miles of sanitary force mains. The City's buildout population is expected to reach 52,500 by the year 2035, with most of the growth occurring around the fringes of the existing city limits.

On August 6, 2014, the City Commission adopted Ordinance 14-1006, declaring a moratorium on land development and building permit approvals, in certain areas within the City, based on a lack of sanitary sewer capacity to allow new or expanded connections to the City's sanitary sewer collection system. The certain areas are identified on the map attached as Exhibit A. On October 1, 2014, the City Commission adopted Ordinance No. 14-1012, adopting the City of Oregon City 2014 Sanitary Sewer Master Plan (SSMP), which sets forth solutions necessary to correct the problem creating the need for the moratorium and serves as the City's corrective program under ORS 197.530. On September 17, 2014, the City Commission adopted Resolution No. 14-17, adopting new monthly sanitary sewer collection charges that will allow for the implementation of the SSMP identified solutions to resolve the current capacity deficiencies but those improvements have not yet been made and the problem giving rise to the moratorium still exists.

Status of Corrective Program

Over the past six months since the declaration of the sanitary sewer moratorium, adoption of the corrective program and new sanitary sewer rates, the City has taken more steps to implement the solutions to resolve the current capacity deficiencies. The City has executed two personal services agreements with engineering consulting firms to provide technical engineering services for the design of improvements for two of the four areas, being 12th Street (NW, NE, SW) and 12th St/13th St/Division St. The design phase is expected to be completed spring/summer 2015 with the construction phase to be completed fall 2015 and winter 2016.

Exhibit B

Another step currently being worked on by City staff is the preparation of the Biennial Budget for fiscal years 2015-2016 and 2016-2017, with the effective date of July 1, 2015. The objective of the budget plan related to the corrective program is to allocate appropriate funds to continue with the implementation solutions to resolve the current capacity deficiencies in the sanitary sewer collection system.

Summary

There are still four existing flow-constrained areas, Linn Avenue, Hazelwood Drive, 12th Street (NW, NE, SW), and 12th Street/13th Street/Division Street, that have some sewers that are undersized and currently operating beyond existing capacity, during both the 1- in 5-year and 1- in 10-year storm events. The City is implementing a corrective program under ORS 197.530 based on the 2014 SSMP, which sets forth solutions necessary to correct the problem creating the need for the moratorium.

The City has adopted new sanitary sewer rates to generate revenue to fund the implementation of solutions to resolve the current capacity deficiencies. Two personal services agreements have been executed for engineering services to design the capacity improvements for two areas, 12th Street (NW, NE, SW) and 12th Street/13th Street/Division Street. The proposed 2015-2016 and 2016-2017 Biennial Budget is being prepared with funds being allocated to continue the implementation of capacity improvements for the corrective program.



City of Oregon City

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

Staff Report

File Number: 15-146

Agenda Date: 3/18/2015

Status: Agenda Ready

To: City Commission

Agenda #: 7a.

From: Finance Director Wyatt Parno

File Type: Ordinance

SUBJECT:

Second Reading, Ordinance No. 15-1001, Amending the Oregon City Municipal Code to Allow for the Closing of Unnecessary Funds within the Accounting System

RECOMMENDED ACTION (Motion):

Move to approve the second reading and adoption of Ordinance No. 15-1001, An Ordinance of the City of Oregon City Amending Sections of the Oregon City Municipal Code to Allow for the Closing of Unnecessary Funds within the City's Financial Accounting Structure.

BACKGROUND:

The City Commission is committed to transparent financial reporting and stewardship of public funds. An important aspect of these goals is to maintain an accounting system that is easy to understand and allows for the segregation of designated monies. The City's current accounting structure was established over twenty years ago and includes several unnecessary funds. Generally Accepted Accounting Principles state that unnecessary funds result in inflexibility, undue complexity, and inefficient financial administration (NCGA Statement 1), and the Oregon Department of Revenue advises that unnecessary funds complicate the budget, making it more difficult to understand and work with (Budgeting Manual).

Oregon City Municipal Code includes chapters for the regulation of various functions, some of which include a section on disposition of related revenues. With modern accounting systems, designated monies can be segregated using separate accounts within the accounting structure, rather than separate funds. This ordinance amends sections of the Code to allow for closing of unnecessary funds while maintaining segregation.

Several other funds should be closed prior to adopting the 2015-2017 Biennial Budget, however those funds are not referenced in Code. At the March 18th City Commission meeting, the Finance Department will present a comprehensive resolution to close all of the unnecessary funds. At that meeting, the Commission will be asked to approve the second reading of Ordinance No. 15-1001, adopt a resolution to close the funds, and hold a public hearing on the supplemental budget needed to complete the accounting transactions.



City of Oregon City

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

Staff Report

File Number: 15-146

Agenda Date: 3/18/2015

Status: Agenda Ready

To: City Commission

Agenda #: 7a.

From: Finance Director Wyatt Parno

File Type: Ordinance

SUBJECT:

Second Reading, Ordinance No. 15-1001, Amending the Oregon City Municipal Code to Allow for the Closing of Unnecessary Funds within the Accounting System

RECOMMENDED ACTION (Motion):

Move to approve the second reading and adoption of Ordinance No. 15-1001, An Ordinance of the City of Oregon City Amending Sections of the Oregon City Municipal Code to Allow for the Closing of Unnecessary Funds within the City's Financial Accounting Structure.

BACKGROUND:

The City Commission is committed to transparent financial reporting and stewardship of public funds. An important aspect of these goals is to maintain an accounting system that is easy to understand and allows for the segregation of designated monies. The City's current accounting structure was established over twenty years ago and includes several unnecessary funds. Generally Accepted Accounting Principles state that unnecessary funds result in inflexibility, undue complexity, and inefficient financial administration (NCGA Statement 1), and the Oregon Department of Revenue advises that unnecessary funds complicate the budget, making it more difficult to understand and work with (Budgeting Manual).

Oregon City Municipal Code includes chapters for the regulation of various functions, some of which include a section on disposition of related revenues. With modern accounting systems, designated monies can be segregated using separate accounts within the accounting structure, rather than separate funds. This ordinance amends sections of the Code to allow for closing of unnecessary funds while maintaining segregation.

Several other funds should be closed prior to adopting the 2015-2017 Biennial Budget, however those funds are not referenced in Code. At the March 18th City Commission meeting, the Finance Department will present a comprehensive resolution to close all of the unnecessary funds. At that meeting, the Commission will be asked to approve the second reading of Ordinance No. 15-1001, adopt a resolution to close the funds, and hold a public hearing on the supplemental budget needed to complete the accounting transactions.

ORDINANCE NO. 15-1001

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING SECTIONS OF THE OREGON CITY MUNICIPAL CODE TO ALLOW FOR THE CLOSING OF UNNECESSARY FUNDS WITHIN THE CITY'S FINANCIAL ACCOUNTING STRUCTURE

WHEREAS, the City of Oregon City is committed to the highest standards for financial reporting and stewardship of public resources; and

WHEREAS, Generally Accepted Accounting Principles state that unnecessary funds result in inflexibility, undue complexity, and inefficient financial administration (NCGA Statement 1), and the Oregon Department of Revenue advises that unnecessary funds complicate the budget, making it more difficult to understand and work with (Local Budgeting Manual); and

WHEREAS, the City's current accounting structure contains several funds which are unnecessary. Closing the funds will reduce the complexity of the financial reporting structure, resulting in greater transparency; and

WHEREAS, Oregon City Municipal Code includes chapters for the regulation of various functions, some of which include a section on disposition of related program revenues and require the use of separate funds, which are not necessary to track such disposition. Restricted resources are segregated more effectively by using separate accounts within the financial accounting structure.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Oregon City Municipal Code Section 3.04.050 is hereby amended as follows with additions shown in underline and deletions shown in ~~striketrough~~. The rest of Chapter 3.04 remains unchanged.

Chapter 3.04 - TRANSIENT ROOM TAX

3.04.050 - Tax—Disposition.

All transient room taxes collected by the city shall be accounted for separately allocated ~~to the city civic improvement trust fund and devoted to the promotion of tourism as designated therein.~~

Section 2. Oregon City Municipal Code Section 5.04.040 is hereby amended as follows with additions shown in underline and deletions shown in ~~striketrough~~. The rest of Chapter 5.04 remains unchanged.

Chapter 5.04 - BUSINESS LICENSES

5.04.040 - Disposition of proceeds.

All monies received from licenses issued hereunder shall be accounted for separately deposited ~~in the general fund, and dedicated, after payment of costs, to economic development and administration.~~

Section 3. Oregon City Municipal Code Section 8.20.060 is hereby amended as follows with additions shown in underline and deletions shown in ~~striketrough~~. The rest of Chapter 8.20 remains unchanged.

Chapter 8.20 - SOLID WASTE COLLECTION AND DISPOSAL

8.20.060 - Franchise—Fee.

In consideration of the franchise granted by this chapter, the franchisee shall pay quarterly to the city a franchise fee equal to four percent of the collected fees for each quarter. The franchise fee shall be due by the twentieth of the month after the quarter ends. End of the quarter shall be on March 31, June 30, September 30 and December 31. There shall be a written report showing the calculation with each payment. Failure to remit timely will incur a ten percent of the amount due penalty if not received by the last day of the month due and shall incur an interest charge at twelve percent per year from the due date. The city may grant an extension of time to file and avoid both penalties. The extension shall be confirmed in writing and signed by an official of the city. Receipts from fees, penalties, and charges shall be accounted for separately ~~placed in the city solid waste fund~~ and shall be expended only for the following matters:

- A. Nuisance abatement;
- B. Solid waste services rendered to the city;
- C. Removal of trees, leaves, and brush;
- D. Solid waste programs authorized by the city commission.

Section 4. Oregon City Municipal Code Section 10.16.200 is hereby amended as follows with additions shown in underline and deletions shown in ~~striketrough~~. The rest of Chapter 10.16 remains unchanged.

Chapter 10.16 - PARKING

10.16.200 - Device and permit proceeds.

Proceeds from sale of the permits and from meter and pay station fees shall be accounted for separately ~~credited to a parking improvement fund~~. The proceeds ~~revenues of the fund~~ shall be used to print and distribute permits, lease, purchase, improve or otherwise acquire from public and private sources additional parking areas that would serve the parking needs of the public in the regulated area, maintenance of lots, insurance and provide revenues necessary to sustain the program.

Section 5. Oregon City Municipal Code Section 13.30.080 is hereby amended as follows with additions shown in underline and deletions shown in ~~striketrough~~. The rest of Chapter 13.30 remains unchanged.

Chapter 13.30 - TRANSPORTATION UTILITY FEES

13.30.080 - Use of funds.

Service charges collected under this chapter shall be accounted for separately and expended only deposited into the city of Oregon City transportation maintenance fund for the purpose of paying all or any part of the cost and expense of maintaining the city's transportation system. In expending funds, the city shall endeavor to expend funds based on the following priorities:

- A. Pavement management;
- B. Maintaining and operating the transportation system;

Read for the first time at a regular meeting of the City Commission held on the 4th day of March, 2015, and the City Commission finally enacted the foregoing ordinance this 18th day of March, 2015.

DAN HOLLADAY, Mayor

Attested to this 18th day of March, 2015,

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney



City of Oregon City

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

Staff Report

File Number: 15-159

Agenda Date: 3/18/2015

Status: Agenda Ready

To: City Commission

Agenda #: 7b.

From: Community Development Director Tony Konkol

File Type: Resolution

SUBJECT:

Resolution No. 15-06, Amending Oregon City's Local Legacy Share Allocation Projects for the 2006 Metro Natural Areas Bond Measure

RECOMMENDED ACTION (Motion):

Staff recommends that the City Commission approve proposed Resolution No. 15-06, Amending Oregon City's Local Legacy Share Allocation projects to include the design and construction of the Riverwalk to Willamette Falls and to remove the projects Holcomb Creek watershed acquisition and Meyers Road / Caufield Creek watershed area acquisition.

BACKGROUND:

In November of 2006, Metro placed a Natural Areas bond measure on the ballot that was approved. As part of the bond measure a direct allocation to local government park and open space providers of a portion of the bond money was included. The direct allocation, known as the Local Legacy Share Allocation, is available to local communities to use on qualified projects and acquisitions that preserve and protect natural areas and benefit clean water.

On February 15th, 2006 the City Commission of Oregon City adopted Resolution No. 06-04 which recommended four projects/areas to Metro for Oregon City's Local Legacy Share Allocation component of the 2006 Natural Areas Bond Measure. The list of recommended projects, or any amendments to the list, must be adopted in resolution form and forwarded to Metro. Last year the City Commission amended the list to include acquisition of areas along the Willamette River (Resolution 14-10).

The design and construction of the Riverwalk to Willamette Falls is recommended for inclusion on the list of Oregon City projects. The Riverwalk project provides numerous opportunities for water quality improvements, public access, habitat preservation and restoration. The Holcomb Creek watershed acquisition and Meyers Road / Caufield Creek watershed area acquisition areas are recommended to be removed from the list due to lack of funding. The remaining funds available in the Local Legacy Share Allocation, approximately \$340,580, will be directed towards the design and construction of the Riverwalk and utilized in coordination with additional City and non City funds for the project.



City of Oregon City

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

Staff Report

File Number: 15-159

Agenda Date: 3/18/2015

Status: Agenda Ready

To: City Commission

Agenda #: 7b.

From: Community Development Director Tony Konkol

File Type: Resolution

SUBJECT:

Resolution No. 15-06, Amending Oregon City's Local Legacy Share Allocation Projects for the 2006 Metro Natural Areas Bond Measure

RECOMMENDED ACTION (Motion):

Staff recommends that the City Commission approve proposed Resolution No. 15-06, Amending Oregon City's Local Legacy Share Allocation projects to include the design and construction of the Riverwalk to Willamette Falls and to remove the projects Holcomb Creek watershed acquisition and Meyers Road / Caufield Creek watershed area acquisition.

BACKGROUND:

In November of 2006, Metro placed a Natural Areas bond measure on the ballot that was approved. As part of the bond measure a direct allocation to local government park and open space providers of a portion of the bond money was included. The direct allocation, known as the Local Legacy Share Allocation, is available to local communities to use on qualified projects and acquisitions that preserve and protect natural areas and benefit clean water.

On February 15th, 2006 the City Commission of Oregon City adopted Resolution No. 06-04 which recommended four projects/areas to Metro for Oregon City's Local Legacy Share Allocation component of the 2006 Natural Areas Bond Measure. The list of recommended projects, or any amendments to the list, must be adopted in resolution form and forwarded to Metro. Last year the City Commission amended the list to include acquisition of areas along the Willamette River (Resolution 14-10).

The design and construction of the Riverwalk to Willamette Falls is recommended for inclusion on the list of Oregon City projects. The Riverwalk project provides numerous opportunities for water quality improvements, public access, habitat preservation and restoration. The Holcomb Creek watershed acquisition and Meyers Road / Caufield Creek watershed area acquisition areas are recommended to be removed from the list due to lack of funding. The remaining funds available in the Local Legacy Share Allocation, approximately \$340,580, will be directed towards the design and construction of the Riverwalk and utilized in coordination with additional City and non City funds for the project.

RESOLUTION NO. 15-06

**A RESOLUTION AMENDING OREGON CITY'S LOCAL LEGACY SHARE ALLOCATION
PROJECTS FOR 2006 METRO NATURAL AREAS BOND MEASURE**

WHEREAS, Metro placed a natural areas bond measure before voters in November 2006 that was approved; and

WHEREAS, the Metro bond measure focuses on regional and local governmental acquisitions and design and construction projects that preserve natural areas and benefit clean water; and

WHEREAS, Metro has created a direct allocation portion of the proposed bond measure to local government park and open space providers known as the Local Legacy Share Allocation for use on qualified projects within each jurisdiction; and

WHEREAS, the Oregon City Commission approved Resolution 06-04 on February 15th, 2006 which identified a list of recommended projects for the Local Legacy Share Allocation component of the bond measure; and

WHEREAS, the Oregon City Commission amended Resolution 06-04 on April 24th, 2014 by adopting Resolution 14-10 and including the ability to acquire property along the Willamette River; and

WHEREAS, the Oregon City Commission may amend the recommended project list by approval of an amending Resolution; and

WHEREAS, the Oregon City Commission wishes to amend the recommended project list to include the design and construction of the Riverwalk to Willamette Falls and to remove the projects Holcomb Creek watershed acquisition and Meyers Road / Caufield Creek watershed area acquisition.

NOW, THEREFORE, BE IT RESOLVED that the City Commission of Oregon City recommends the attached list of projects to Metro for Oregon City's Local Legacy Share allocation component of the 2006 Natural Areas Bond Measure.

Approved and adopted at a regular meeting of the City Commission held on the 18th day of March 2015.

DAN HOLLADAY, Mayor

Attested to this 18th day of March 2015:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Metro Natural Areas 2006 Bond Measure
Local Legacy Share Allocation
Amended Recommended Project List
City of Oregon City

Amended March 18, 2015
Resolution 15-06

(In recommended priority order)

1. Design and construction of the Riverwalk to Willamette Falls (added with Resolution 15-06)
2. Willamette River area property acquisition (added with Resolution 14-10)
3. High School area property acquisition
4. Canemah area acquisition
5. ~~Meyers Road / Caulfield Creek watershed area acquisition~~
6. ~~Holcomb Creek watershed acquisition~~

RESOLUTION NO. 06-04

**A RESOLUTION RECOMMENDING OREGON CITY'S LOCAL LEGACY SHARE ALLOCATION
PROJECTS FOR 2006 METRO NATURAL AREAS BOND MEASURE**

WHEREAS, Metro is proposing to place a natural areas bond measure before voters in November 2006; and

WHEREAS, this proposed Metro bond measure will focus on regional and local government acquisitions and projects designed to preserve and protect natural areas and benefit clean water; and

WHEREAS, Metro has created a direct allocation portion of the proposed bond measure to local government park and open space providers known as the Local Legacy Share Allocation for use on qualified projects within each jurisdiction; and

WHEREAS, the Oregon City Commission adopted a resolution on October 19, 2005 supporting Clackamas County's recommendation to Metro related to establishing the distribution formula for the Local Legacy Share Allocation; and

WHEREAS, Metro has requested that each local government agency, including Oregon City, develop a list of recommended projects for the Local Legacy Share Allocation component of the bond measure; and

WHEREAS, Metro has requested that this list of recommended projects be adopted in resolution form and forwarded before March 1, 2006 for use in bond measure information; and

WHEREAS, Community Services Department staff, working with the Parks and Recreation Advisory Committee, have developed a list of recommended projects based on identified community need and priorities, as well as obtainable acquisition and project opportunities that fit the criteria of this program;

NOW, THEREFORE, BE IT RESOLVED that the City Commission of Oregon City recommends the attached list of projects in priority order to Metro for Oregon City's Local Legacy Share allocation component of the 2006 Natural Areas Bond Measure.

Adopted, signed and approved this 15th day of February 2006.

Mayor

Commissioner

Commissioner

Commissioner

Commissioner

Comprising the City Commission
of Oregon City, Oregon



City of Oregon City

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

Staff Report

File Number: 15-169

Agenda Date: 3/18/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8a.

From: Public Works Director John Lewis

File Type: Contract

SUBJECT:

Contract with Wallis Engineering, PLLC in the Amount of \$199,088.00 for the 2015 Oregon City Roadway Reconstruction Projects Contract

RECOMMENDED ACTION (Motion):

Award the bid and authorize the City Manager to execute the Personal Services Agreement in the amount of \$199,088.00 with Wallis Engineering, PLLC to provide consultation and engineering services to complete the 2015 Oregon City Roadway Reconstruction Projects Contract.

BACKGROUND:

In 2011, the City developed a 5-year Pavement Maintenance Plan to identify and rank streets most in need of repairs utilizing the previously established Pavement Maintenance Utility Fee (PMUF). A portion of these fees are allocated to the reconstruction and/or resurfacing of existing roadways identified by the City as needing rehabilitation. The City has identified several streets to receive pavement rehabilitation in 2015.

Under this contract Wallis Engineering will further evaluate the existing pavement conditions, utility coordination needs, and ADA accessibility needs and then prepare the construction documents and bid solicitation package for the associated project needs. In addition, Wallis Engineering will provide detailed opinions of costs for the project, pre and post survey monument surveys, bid phases services and construction phases inspection and project management services. The list of streets included for work can be found in Exhibit A of the Personal Services Agreement.

Wallis Engineering is one of four firms currently on the City's prequalified consultant short list for Engineering of Transportation Infrastructure. The City has negotiated a fee proposal with Wallis Engineering, PLLC for the pavement evaluation services, bidding services, and design solutions. The contract award value is One Hundred Ninety-Nine Thousand Eighty-Eight Dollars and 00/100 (\$199,088.00).

BUDGET IMPACT:

Amount: \$199,088.00
FY(s): 2014-15, 2015-16
Funding Source: PMUF

ATTACHMENT(S):

Personal Services Agreement for CI 15-001 Oregon City Roadway Reconstruction Projects



City of Oregon City

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

Staff Report

File Number: 15-169

Agenda Date: 3/18/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8a.

From: Public Works Director John Lewis

File Type: Contract

SUBJECT:

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BUDGET IMPACT:

Amount: \$199,088.00
FY(s): 2014-15, 2015-16
Funding Source: PMUF

ATTACHMENT(S):

Personal Services Agreement for CI 15-001 Oregon City Roadway Reconstruction Projects

OREGON CITY PUBLIC WORKS PERSONAL SERVICES AGREEMENT

2015 Oregon City Roadway Reconstruction Projects (CI 15-001)

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: Martin Montalvo

and

WALLIS ENGINEERING, PLLC ("Consultant")

Wallis Engineering, PLLC
215 W 4th Street, Suite 200
Vancouver, WA 98660
Attn: Adam Crafts

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 **October 1, 2015**, 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 Ninety-Nine Thousand Eighty-Eight Dollars and 00/100 (\$199,088.00)**.

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 _____, 2015.

CITY OF OREGON CITY

WALLIS ENGINEERING, PLLC

By: _____
John M. Lewis
Title: Public Works Director

By: _____
Title: _____

DATED: _____, 2015.

DATED: _____, 2015.

By: _____
David W. Frasher
Title: City Manager

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

DATED: _____, 2015.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

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

WALLIS ENGINEERING
APPENDIX B: SCOPE OF WORK

City of Oregon City
2015 Pavement Improvements

March 2015
WE#1392A

BACKGROUND

The City of Oregon City's (City) transportation system includes about 135 miles of City-owned surface streets of varying sizes and capacities requiring periodic maintenance to keep them operational. The City established a Pavement Maintenance Utility Fee (PMUF) in 2007 to address maintenance needs for City streets. A portion of the fees collected are allocated to the reconstruction and/or resurfacing of existing roadways identified by the City as needing rehabilitation.

GENERAL SCOPE OF PROJECT

This project includes the evaluation of existing pavement conditions and the preparation of contract documents to solicit bids for pavement rehabilitation in separate areas in Oregon City. Minor utility maintenance upgrades may also be completed as part of the project if found to be necessary in the specific project areas covered.

The City has identified several streets to receive pavement rehabilitation in 2015. Wallis Engineering will design rehabilitation improvements to the streets identified by the City based on available budget. To meet the requirements of recent Department of Justice rulings, pedestrian ramps at each intersection within the project areas will be evaluated and replaced if found to be out of compliance with current ADA requirements. A list of the identified streets and proposed improvements are provided below:

Street	From	To	Length (ft)	Proposed Improvement	Existing Curb Ramps	Anticipated Curb Ramp Reconstructions to meet ADA
Center Street ^{1,2}	5 th Street	7 th Street	670	2-inch HMAC inlay	8	8
9 th Street ¹	Monroe Street	Jackson Street	600	Reconstruct	12	12
9 th Street ¹	Jackson Street	Taylor Street	1,100	Reconstruct	14	14
Molalla Avenue ¹	Warner-Milne Road	Beavercreek Road	1,155	2-inch HMAC inlay	20	12
Main Street	N/O I-205 @ End of Curb	200' N/O I-205	200	Reconstruct	0	0
Washington Street	Abernethy Road	1,492 ft north of Abernethy	1,492	2-inch HMAC inlay	11	7

¹ GPR investigations have previously been completed for the street segments noted. The previous data collected will be utilized with this scope of work.

² Utility Improvement design is currently underway by a separate Consultant within this project area. City to confirm schedule of these improvements as it relates to this contract.

SPECIFIC SCOPE OF WORK

Task 1 Project Management and Administration

- 1.1 Define Project Objectives** The project manager and design engineer will attend one meeting with City Staff to define the project goals, locations, design criteria, and the project schedule. These items will be included in the Final scope of work.
- 1.2 Project Management and Administration** Provide management, coordination, and direction to the project design team to complete the project.
- 1.2.1 Prepare a project design schedule outlining design and deliverable milestones.
- 1.2.2 Prepare monthly status reports and schedule updates to be included with consultant invoices.
- 1.2.3 Coordinate project team meetings and prepare meeting agendas and meeting minutes. This task assumes the following meetings:
- Predesign Review Meeting
 - 50% Design Review Meeting
 - 90% Design Review Meeting

Task 1 Assumptions:

- Design phase of the project is assumed to be March – May 2015.
- City project manager will complete all stakeholder coordination, public involvement, and lead all necessary permitting efforts.

Task 1 Deliverables:

- Final Scope and Schedule.
- Monthly status reports and invoices.
- Meeting agendas and minutes.

Task 2 Data Collection

2.1 Site Investigation and Data Collection.

- 2.1.1 Review asbuilt drawings, existing mapping, aerial photos and GIS provided by the City and private utility providers.
- 2.1.2 Conduct site investigation of the project areas to verify mapping accuracy, examine the condition of catch basins and manholes and examine site drainage.
- 2.1.3 Conduct pavement distress surveys on all street segments to identify areas with distresses indicating the potential for soft and/or failed subgrade as requested by the City. This task will identify areas with moderate to high severity fatigue (alligator) cracking, which is commonly associated with soft and/or failed subgrade, particularly if rutting, pumping, and/or potholes also exist in these

areas. This task includes a 1 hour site visit to each project area to evaluate existing conditions with City Staff, Wallis Engineering and GeoDesign.

2.2 Survey. See Exhibit A1 for Compass Land Surveyors (Compass) specific Scope of Work.

2.2.1 Monument Research and Pre- and Post-Construction Monument Survey. Compass Land Surveyors will conduct research of the project areas to determine the presence of existing monuments. Following this research effort, pre-construction surveys will be conducted and recorded with Clackamas County to record the location of all monuments within the project areas. A post-construction survey will be recorded with the County following construction, and will include all monuments replaced during construction and the verified location of undisturbed monuments. Compass will provide construction staking for the replacement of all disturbed monuments during construction.

2.2.2 Topographical Survey (Contingency Task). Compass Land Surveyors will complete base map, surface and field topographic survey as needed to complete the final design. Topographical survey may be needed in isolated areas for each project segment to provide the appropriate level of detail for the design of curb ramps with steep or flat grades and for drainage issues. All work under this contingency task shall be on an as needed basis and shall be first authorized with a separate written Notice-to-Proceed. For estimating purposes, 4 hours of field time accompanied by oversight from a licensed surveyor and technician have been included for each project segment.

2.3 Base Map Preparation. Prepare a project base map utilizing City GIS and information obtained from other tasks. This base map will include edge of pavement, curb lines, and approximate location of utilities, including valve boxes, manholes, catch basins, and other utility structures. The base map will also include the collected monument information and any topographic survey information collected.

2.4 ADA Compliancy Review. Conduct intersection reviews based on aerial and street-view imagery to identify existing curb ramp locations and locations where new curb ramps are needed. Evaluate existing curb ramps to remain on-site for ADA compliance and document using the FHWA checklist.

2.5 Utility Notification.

2.5.1 Notify private utility providers of the proposed improvements and coordinate to determine if any infrastructure improvements are planned in these areas. Maps of the project areas will be sent to each private utility. The maps will be followed up with phone conversations and a letter to each utility. If utilities are planning improvements, Wallis Engineering will coordinate with the City regarding any schedule impacts. It is anticipated that the first notification will be sent to all utilities by April 6, 2015.

Coordinate with City staff in regards to maintenance upgrades that may be required for water, storm sewer, and sanitary sewer infrastructure in the project areas not previously identified.

- 2.5.2 Coordinate with Clackamas County in regards to detection loop replacement for the Molalla Avenue segment. Discuss methods for maintaining signal functionality during construction when loops are demolished. Eight (8) hours of coordination time for this task is estimated.

Task 2 Assumptions:

- The City will provide City GIS information in AutoCAD format and available asbuilts for use by the Consultant.
- The City will provide information on historical drainage issues and other proposed City utility needs.
- All project sites except the Main Street site will require a pre- and post-record of survey as well as field time to re-set monuments during construction.
- Approximately 65 curb ramps will be evaluated for ADA compliance.
- Signal Detection Loop replacement will be limited to 2 intersections on Molalla Avenue. The existing signal at Washington Street and Abernethy Road utilizes radar detection, and pavement resurfacing will not impact the existing detection system.

Task 2 Deliverables:

- Pre- and post-construction record of survey.
- Project base map and topographical survey in AutoCAD format.
- ADA compliancy documentation.
- Utility contact list.
- Information letters and project notices to each affected utility.

Task 3 Pavement Evaluation Services

See Exhibit A1 for GeoDesign specific scope of work.

- 3.1 *Field Investigations.*** GeoDesign will conduct GPR testing and pavement coring to estimate the existing pavement thickness along segments not previously tested. GeoDesign will also conduct additional investigations at the intersection of Molalla Avenue and Beavercreek Road including pavement coring, subgrade strength testing and GPR testing (as necessary) to help determine the cause of the settled pavement section which currently ponds during rainfall events. Traffic Control will be provided by a subcontractor for this work.
- 3.2 *Pavement Preservation Support.*** GeoDesign will assist the design team in a field review of existing conditions on each site, provide pavement material recommendations to be included in the construction documents, and review the contract documents at submittal stages.
- 3.3 *Pavement Design*** GeoDesign will develop recommendations for pavement sections for the street segments the City has proposed for reconstruction (i.e., Main Street and both segments along 9th Street). The road section recommendations will be based on field

data, soil samples used to determine the existing road subgrade stiffness value and traffic counts available through the City's web site.

Task 3 Assumptions:

- All permitting requirements and fees will be completed by the City.
- Full reconstruction road sections will be determined through Task 3.3.

Task 3 Deliverables:

- Field investigation findings summary letter.
- Construction material specification recommendations.
- Provide street section recommendations for full reconstruct areas.

Task 4 Design Phase

4.1 Predesign Report. A brief pre-design memo will be prepared, discussing the following items:

- An outline of the project areas.
- A summary of the pavement evaluation and recommended pavement design section for each area.
- A summary of known drainage issues and recommended solutions.
- A summary of the required ADA curb ramps improvement locations. FHWA checklists will be provided as an appendix.
- A summary of any public/private utility improvement projects/upgrades.
- Identification of traffic signal loops that will require replacement.
- Discussion on maintaining traffic and public access during construction.
- An outline of contract documents, including scale and level of detail on plan sheets.

4.2 50% Plans, Specifications Outline and Opinion of Cost

4.2.1 Plans will be prepared to 50% design level for pavement, curb ramp and utility improvements as determined in the predesign phase. Drawing format will be AutoCAD Civil 3D 2013, and will be prepared using standard City title block as provided by the City. Plans will include the following:

- Plans and detail sheets. Where necessary, more detail will be included such as centerline or curb line profiles (if topographical survey is available), striping plans, utility improvement plans, and signal detection and demolition plans.
- Traffic control details.
- Erosion control plans prepared to meet City standards.
- The following is the anticipated list of plan sheets:

Description	Sheets	Running Total
Cover, Drawing Index	1	1
Legend and General Notes	1	2
Sheet Layout Map	1	3
Plan Sheet – Center Street	1	4
Plan Sheet – 9 th Street	3	7
Plan Sheet – Molalla Avenue	2	9
Plan Sheet – Main Street	1	10
Plan Sheet – Washington Street	2	12
Details	8	20

4.2.2 A specifications outline and 50% opinion of cost will be prepared.

4.2.3 Electronic versions of the 50% plans, specifications outline, and opinions of cost will be submitted to the City for review. Wallis Engineering will attend one meeting to review City comments.

4.3 90% Plans, Specifications and Opinion of Cost

4.3.1 90% plans will be prepared incorporating review comments from the City.

4.3.2 Develop a grading plan for the Molalla/Beavercreek intersection to eliminate the low point in the existing roadway. The previous topographical survey information obtained for the Beavercreek Right Turn Lane project appears to be sufficient to complete the design. Investigations completed under Task 3 are assumed to identify any subsurface anomalies or deficiencies causing the depressed area. Provisions to correct deficiencies will be included in the Contract Plans.

4.3.3 Develop striping improvement plans for the Molalla Avenue project segment to increase left turn storage capacities by extending left turn lanes.

4.3.4 Develop two-dimensional curb ramp retrofit/replacement layouts. Layouts will be developed to the extent possible with limited information to conform to PROWAG and ODOT/APWA standards utilizing City and ODOT standard drawings. It is assumed the construction contractor will be ultimately responsible for new ramps meeting ADA requirements. Wallis Engineering will coordinate final layout and grades with the construction contractor under Task 6.

4.3.5 Detailed Curb Ramp Design (Contingency Task). Additional topographic survey, as discussed in Task 2.2, may be needed to aid in the design of curb ramps and utilities. Curb ramp design completed under this task will include detailed grading and dimensional information for each curb ramp based on the gathered topographic survey. For estimating purposes, a total of 8 curb ramps are anticipated to require this detailed design approach.

4.3.6 Prepare and submit 90% specifications for City review. Specifications will use City of Oregon City standards and the “2015 Oregon/APWA Standard Specifications for Public Works Construction”. Special Provisions will be prepared, as needed, to address project work not adequately covered in the

Standard specifications and will include any Special Provisions previously prepared by the City to address asphalt concrete workmanship.

- 4.3.7 Electronic versions of the 90% plans, specifications, and opinions of cost will be submitted to the City for review. Wallis Engineering will attend one meeting to review City comments.

4.4 Final Plans, Specifications and Opinion of Cost

Final plans, specifications, and an opinion of cost will be prepared as a reproducible set incorporating review comments from the City.

Task 4 Assumptions:

- Of the 65 existing ramps within the proposed project areas, approximately 53 ramps appear to require reconstruction based on a preliminary visual survey of existing ramp geometry using aerial and street view software. It is assumed that adequate Right of Way is available for these reconstructions.
- The contingency task for detailed curb ramp design assumes that a maximum of 8 ramps will require this approach.
- Signing and striping improvements will be limited to replacing the existing delineation and signs in like kind and location unless specifically noted.
- Utility improvements will be limited to adjusting existing structures to grade and adjusting grades of drainage inlets. No new utility installation be included.
- Traffic control plans included in the Contract plans will be limited to general notes and ODOT standard plans. No site-specific traffic control plans will be prepared. It is assumed that the Contractor will prepare detailed and site specific traffic control plans.
- The City will provide legal review of all front-end bidding documents.

Task 4 Deliverables:

- Predesign report.
- Electronic versions of the 50%, 90% and final PS&E.

Task 5 Bidding Phase

5.1 Bidding Services

Wallis Engineering will provide bidding services to the City, including responding to bidder's questions and preparing up to two (2) addenda (as needed). A summary sheet of all bidder questions and responses will be provided to the City following the opening of bids, or as requested.

Task 5 Assumptions:

- City will distribute the contract documents, maintain a plan holder's list, and distribute addenda as needed.

- Wallis Engineering will not attend the bid opening.
- City will provide the Recommendation of Award.

Task 5 Deliverables:

- Addenda (as needed).
- Bidder question and response summary sheet.

Task 6 Construction Phase

The Consultant will provide construction administration and inspection services with support from the City for public notifications and other coordination related items as needed.

Construction phase services shall include:

6.1 Construction Administration

- 6.1.1 Conduct the pre-construction meeting with City staff, the contractor and representatives of the utility companies to effectively communicate those areas of the project which will require special attention during construction.
- 6.1.2 Review monthly payment requests by the contractor, verify quantities included in each pay request and prepare payment recommendations to the City. Complete a final pay estimate at project completion.

6.2 Construction Engineering and Field Inspection

- 6.2.1 Review and respond to contractor submittals, shop drawings, requests for information, the Contractor prepared Quality Control and Quality Assurance plan, and completed field testing for conformance to the contract documents. Consult with the City regarding the acceptability of material substitutes or 'as-equal' items proposed by the contractor.
- 6.2.2 Attend weekly construction progress meetings to address construction related issues.
- 6.2.3 Provide daily site inspections to monitor the quality and progress of the work. Provide inspector's daily report of construction activities for each day of inspection along with project photos. The budget assumes 40 hours per week for a ten-week construction period and includes assistance with monthly progress payments and attendance of the weekly meetings. Daily inspection services can be supplemented or replaced by City Staff at the discretion of the City.
- 6.2.4 Provide a final walk-through with the contractor and City staff at the project completion. Provide written punch list to the contractor and recommendation of final acceptance when appropriate.
- 6.2.5 Prepare record drawings for any utility improvements upon completion of construction.

Task 6 Assumptions:

- Inspection hours based on a ten-week construction schedule at 40 hours per week.
- Construction staking services will be provided by the Contractor.
- Quality control testing services and material laboratory analysis will be provided by the Contractor.
- Post-Construction asbuilt survey will not be performed.

Task 6 Deliverables:

- Monthly pay estimates and recommendations.
- Submittal comments and response log.
- Inspector's daily report for each working day of inspection.
- Weekly meeting minutes for each construction meeting.
- Final Punch List and Recommendation of Final Acceptance.
- Electronic version of Record Drawings.

Exhibit B - Fee Estimate
City of Oregon City - 2015 Pavement Improvements
WE #1392A
 March 2015

		E1	E3	E4	T1	C1	Staff Cost	Expenses	Subconsultants		Total
	BASE CONTRACT								GeoDesign	Compass	Cost
Task 1	Project Management	\$145	\$118	\$96	\$90	\$66					
	Scope of Work	2	12	0	0	2	\$1,838	\$20 (M)			\$1,858
	Project Schedule	1	4			1	\$683				\$683
	Monthly Status Reports		18			6	\$2,520	\$60 (P)			\$2,580
	Project Meetings (3)		12	12		6	\$2,964	\$100 (M)			\$3,064
	TASK 1 SUBTOTAL	3	46	12	0	15	\$8,005	\$180	\$0	\$0	\$8,185
Task 2	Data Collection										
	Site Investigation and Data Collection		8	16	8		\$3,200		\$1,925		\$5,125
	Monument Research and Pre/Post- Construction Monument Survey		2			2	\$368			\$24,976	\$25,344
	Topographical Survey (Contingency Task)		8		4		\$1,304			\$5,148	\$6,452
	Base Map Preparation		4	8	20		\$3,040				\$3,040
	ADA Compliancy Review		24	24		8	\$5,664	\$60 (M)			\$5,724
	Private Utility Notification		2	6		2	\$944				\$944
	Clackamas County Coordination		8				\$944				\$944
	TASK 2 SUBTOTAL	0	56	54	32	12	\$15,464	\$60	\$1,925	\$30,124	\$47,573
Task 3	Pavement Evaluation Services										
	Field Investigations		2				\$236		\$11,473		\$11,709
	Pavement Preservation Support		2				\$236		\$3,663		\$3,899
	Pavement Design		4				\$472		\$3,080		\$3,552
	TASK 3 SUBTOTAL	0	8	0	0	0	\$944	\$0	\$18,216	\$0	\$19,160
Task 4	Design Phase										
	Predesign Report	1	6	12		4	\$2,269	\$25 (P)			\$2,294
	50% Plans, Specifications, and Opinion of Cost	2	90	68	124		\$28,598	\$50 (P)			\$28,648
	90% Plans, Specifications, and Opinion of Cost	4	60	32	50		\$15,232	\$50 (P)			\$15,282
	Detailed Curb Ramp Design (Contingency Task)	1	32		12		\$5,001				\$5,001
	Final Plans, Specifications, and Opinion of Cost	4	12	24	24		\$6,460	\$50 (P)			\$6,510
	TASK 4 SUBTOTAL	12	200	136	210	4	\$57,560	\$175	\$0	\$0	\$57,735
Task 5	Bidding Phase										
	Bidder Questions		4			4	\$736				\$736
	Addenda		4	8		4	\$1,504				\$1,504
	TASK 5 SUBTOTAL	0	8	8	0	8	\$2,240	\$0	\$0	\$0	\$2,240
Task 6	Construction Phase Services										
	Pre-Construction Meeting		6	2		2	\$1,032	\$50 (M)	1,287		\$2,369
	Monthly Progress Payments (3)		12				\$1,416				\$1,416
	Submittal and RFI Review		16	32		6	\$5,356		1,628		\$6,984
	Progress Meetings		32				\$3,776	\$200 (M)			\$3,976
	Construction Inspection		24	400			\$41,232	\$1,250 (M)	3,454		\$45,936
	Final Inspection		8	8			\$1,712	\$50 (M)			\$1,762
	As-Built Drawings		8	8			\$1,712	\$40 (M)			\$1,752
	TASK 6 SUBTOTAL	0	106	450	0	8	\$56,236	\$1,590	\$6,369	\$0	\$64,195
	TOTAL	15	424	660	242	47	\$140,449	\$2,005	\$26,510	\$30,124	\$199,088

FEE SUMMARY			
Staff	Hours	Rate	Fees
E1 - Engineer 1	15	\$145	\$2,175
E3 - Engineer 3 (PM)	424	\$118	\$50,032
E4 - Engineer 4	660	\$96	\$63,360
T1 - Technician 1	242	\$90	\$21,780
C1 - Clerical 1	47	\$66	\$3,102
Total Fees from Staff			\$140,449
Subconsultant			Fees
GeoDesign (Geotech)			\$26,510
Compass (Surveying)			\$30,124
Total Fees from Subconsultants			\$56,634
NOTE: Fee includes 10% markup			
Expenses			Cost
Printing (P)			\$235
Mileage (M)			\$1,770
Total Fees from Expenses			\$2,005
TOTAL BUDGET			\$199,088



2015 RATE SCHEDULE

<u>Staff</u>	<u>Rate</u>
Quality Control Manager	\$185.00/hour
Engineer 1	\$145.00/hour
Engineer 2	\$135.00/hour
Engineer 3	\$118.00/hour
Engineer 4	\$96.00/hour
Engineer 5	\$90.00/hour
Engineer 6	\$80.00/hour
Inspector	\$90.00/hour
Senior Designer	\$115.00/hour
Technician 1	\$90.00/hour
Technical Writer	\$80.00/hour
Clerical 1	\$66.00/hour

- These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.



**City of Oregon City
2015 Pavement Improvements Project**

Site Number 1: Center Street (5th Street to 7th Street)

This project will entail grinding and inlay of new pavement for approximately 670 feet between 5th and 7th Street on Center Street. Our survey records research does not indicate the likely presence of any monuments (other than an old iron pipe in Center Street between 5th and 6th Streets which was shown but not located on a survey by Clackamas County filed as SN 1974-007) between the curblines but does indicate the presence of several monuments along the right of way lines as well as offset monuments in the sidewalk and ramp areas. If any of these offset monuments in or near the ramp areas are still in existence today, it is assumed they will be destroyed and it will be necessary to file a Pre-Construction Record of Survey with the County Surveyor office prior to construction and, upon completion of construction, file a Post-Construction Record of Survey to show that the any monument which has been destroyed has been properly replaced.

Estimated Fee:

- Research, field surveying, calculating and drafting to prepare and file a Pre-Construction Record of Survey. Field surveying and drafting to prepare and file a Post-Construction Record of Survey.

Pre-Construction Record of Survey

Staff Type	Hours	Rate	Total
Field Crew	4.0	\$ 150.00	\$ 600.00
PLS	8.0	\$ 110.00	\$ 880.00
ACAD	4.0	\$ 80.00	\$ 320.00
Reprographic Fee	1.0	\$ 35.00	\$ 35.00
Filing Fee			\$ 400.00
Total			\$ 2,235.00

Establish location of centerline monument box for contractor

Field	2.50	\$ 150.00	\$ 375.00
Total			\$ 375.00

Post Construction Record of Survey

Field Crew	4.00	\$ 150.00	\$ 600.00
PLS	6.00	\$ 110.00	\$ 660.00
ACAD	4.00	\$ 80.00	\$ 320.00
Reporgraphic Fee	1.00	\$ 35.00	\$ 35.00
Filing Fee			\$ 400.00
Total			\$ 2,015.00

Topographic Mapping

Field Crew	4.00	\$ 150.00	\$ 600.00
PLS	2.00	\$ 110.00	\$ 220.00
ACAD	2.00	\$ 80.00	\$ 160.00
Total			\$ 980.00



Site Number 2: 9th Street (Monroe St. to Taylor St.)

This project will entail full depth reconstruction for approximately 1700 feet between Monroe Street and Taylor Street on 9th Street. Our survey records research indicates the presence of centerline monuments in this area as well as several right of way monuments. A Pre-Construction Record of Survey will be required as it is anticipated that the centerline monuments will be disturbed. It is also possible that some of the right of way monuments could be disturbed should they be located in areas where ramp reconstruction activity is to occur. Following completion of construction activity, it will be necessary to replace any disturbed monuments and to file a Post-Construction Record of Survey.

Estimated Fee:

- Research, field surveying, calculating and drafting to prepare and file a Pre-Construction Record of Survey. Field surveying and drafting to prepare and file a Post-Construction Record of Survey.

Pre-Construction Record of Survey				
	Staff Type	Hours	Rate	Total
	Field Crew	10.0	\$ 150.00	\$ 1,500.00
	PLS	8.0	\$ 110.00	\$ 880.00
	ACAD	6.0	\$ 80.00	\$ 480.00
	Reprographic Fee			\$ 35.00
			Total	\$ 2,895.00
Establish location of centerline monument boxes for contractor				
	Field Crew	4	\$ 150.00	\$ 600.00
			Total	\$ 600.00
Post Construction Record of Survey				
	Field	6.00	\$ 150.00	\$ 900.00
	PLS	6.00	\$ 110.00	\$ 660.00
	ACAD	4.00	\$ 80.00	\$ 320.00
	Reporgraphic Fee			\$ 35.00
			Total	\$ 1,915.00
Topographic Mapping				
	Field Crew	8.00	\$ 150.00	\$ 1,200.00
	PLS	2.00	\$ 110.00	\$ 220.00
	ACAD	4.00	\$ 80.00	\$ 320.00
			Total	\$ 1,740.00



Site Number 3: Molalla Avenue (Warner Milne Road to Beaver Creek Road)

This project will entail grinding and inlay of new pavement for approximately 1155 feet between Warner Milne Road and Beaver Creek Road on Molalla Avenue. Our survey records research indicates the presence of centerline monuments in this area as well as several right of way monuments. A Pre-Construction Record of Survey will be required as it is anticipated that the centerline monuments will be disturbed. It is also possible that some of the right of way monuments could be disturbed should they be located in areas where ramp reconstruction activity is to occur. Following completion of construction activity, it will be necessary to replace any disturbed monuments and to file a Post-Construction Record of Survey.

Estimated Fee:

- Research, field surveying, calculating and drafting to prepare and file a Pre-Construction Record of Survey. Field surveying and drafting to prepare and file a Post-Construction Record of Survey.

Pre-Construction Record of Survey

Staff Type	Hours	Rate	Total
Field Crew	8.0	\$ 150.00	\$1,200.00
PLS	8.0	\$ 110.00	\$ 880.00
ACAD	6.0	\$ 80.00	\$ 480.00
Traffic control Flaggers			\$ 300.00
Reprographic Fee			\$ 35.00
	Total		\$2,895.00

Establish location of centerline monument boxes for contractor

Field Crew	4	\$ 150.00	\$ 600.00
	Total		\$ 600.00

Post Construction Record of Survey

Field Crew	8.00	\$ 150.00	\$1,200.00
PLS	6.00	\$ 110.00	\$ 660.00
ACAD	6.00	\$ 80.00	\$ 480.00
Traffic Control Flaggers			\$ 300.00
Reprographic Fee			\$ 35.00
	Total		\$2,675.00

Topographic Mapping

Field Crew	4	\$150.00	\$600.00
PLS	2	\$110.00	\$220.00
ACAD	2	\$80.00	\$160.00
	Total		\$980.00



Site Number 4: Main Street (North of I-205)

This project will entail full depth reconstruction and placement of new curb for approximately 200 feet. Our survey records research does not indicate the presence of any monuments in the street area where the construction is expected to occur. Although right of way monuments exist in the vicinity of this project, they appear to be out of the construction zone. It is recommended that these monuments be flagged so the contractor will not disturb them during construction. No Pre-Construction Survey or Post-Construction Survey is anticipated for this project.

Estimated Fee (based upon the assumption that no new monumentation is required):

- Research and field surveying to flag existing monuments along the right of way in the vicinity of construction.

Pre-Construction Services

Staff Type	Hours	Rate	Total
Field Crew	4.0	\$ 150.00	\$ 600.00
PLS	4.0	\$ 110.00	\$ 440.00
		Total	\$ 1,040.00



Site Number 5: Washington Street (From Abernethy Road north for approximately 1492 feet)

This project will entail grinding and inlay of new pavement for approximately 1492 feet from the intersection of Washington Street and Abernethy Road north for approximately 1492 feet. Our survey records research indicates the presence of centerline monuments in this area as well as several right of way monuments. A Pre-Construction Record of Survey will be required as it is anticipated that the centerline monuments will be disturbed. It is also possible that some of the right of way monuments could be disturbed should they be located in areas where ramp reconstruction activity is to occur. Following completion of construction activity, it will be necessary to replace any disturbed monuments and to file a Post-Construction Record of Survey.

Estimated Fee:

- Research, field surveying, calculating and drafting to prepare and file a Pre-Construction Record of Survey. Field surveying and drafting to prepare and file a Post-Construction Record of Survey.

Pre-Construction Record of Survey				
	Staff Type	Hours	Rate	Total
	Field Crew	8.0	\$ 150.00	\$ 1,200.00
	PLS	8.0	\$ 110.00	\$ 880.00
	ACAD	6.0	\$ 80.00	\$ 480.00
	Traffic Control			\$ 300.00
	Reprographic Fee			\$ 35.00
			Total	\$ 2,895.00
Establish location of centerline monument boxes for contractor				
	Field Crew	4	\$ 150.00	\$ 600.00
			Total	\$ 600.00
Post Construction Record of Survey				
	Field Crew	6.00	\$ 150.00	\$ 900.00
	PLS	5.00	\$ 110.00	\$ 550.00
	ACAD	6.00	\$ 80.00	\$ 480.00
	Reprographic Fee			\$ 35.00
			Total	\$ 1,965.00
Topographic Mapping				
	Field Crew	4	\$150.00	\$600.00
	PLS	2	\$110.00	\$220.00
	ACAD	2	\$80.00	\$160.00
			Total	\$980.00

Assumptions: All requirements for a Pre-Construction Record of Survey and a Post-Construction Record of Survey can be met with the filing of just one of each.

GEODESIGN, INC. SCOPE OF WORK

INTRODUCTION

GeoDesign, Inc. is pleased to submit this proposal for pavement engineering services for the City of Oregon City, Oregon (City). We understand the City has identified several roadway segments proposed for rehabilitation or reconstruction during 2015. Table 1 lists the street segments and proposed improvements. We understand the City desires to know the thickness of the surface layer along the streets proposed for 2-inch grind-and inlay. We also understand the City desires pavement thickness design on street sections proposed for reconstruction. The scope of this proposal is to conduct field investigations to assist in estimating the thickness of the surface layer of the streets planned for rehabilitation and to provide information necessary for recommending pavement sections for the streets planned for reconstruction. We propose subsurface explorations and ground penetrating radar (GPR) testing and analysis for estimating surface layer thickness and dynamic cone penetrometer (DCP) testing and analysis to support our pavement design recommendations. Our proposal also includes tasks to provide pavement preservation and construction support.

Table 1. Proposed Street Segments and Proposed Improvements

Street	From	To	Approximate Length (feet)	Proposed Improvement
Center Street	5 th Street	7 th Street	670	2-inch HMAC Inlay
9 th Street	Monroe Street	Jackson Street	600	Reconstruct
9 th Street	Jackson Street	Taylor Street	1,100	Reconstruct
Molalla Avenue	Warner-Milne Road	Beavercreek Road	1,155	2-inch HMAC Inlay
Main Street	North of I-205 @ End of Curb	200 feet north of I-205	200	Reconstruct
Washington Street	Abernethy Road	1,492 feet north of Abernethy Road	1,492	2-inch HMAC Inlay

GeoDesign has previously estimated the thickness of the surface layer along some of the street segments by conducting GPR testing and subsurface explorations as indicated in Table 2. Consequently, additional GPR testing along these streets will be unnecessary. However, given that plans are to reconstruct the segments along 9th Street, we propose additional subsurface explorations to assist in developing pavement designs.

Table 2. Street Segments Previously Estimated and Type of Information Obtained

Street	Year Estimated	Number of Cores	GPR Data
Center Street	2012	Two	Yes
9 th Street, Monroe Street to Jackson Street	2012	None	Yes
9 th Street, Jackson Street to Taylor Street	2012	Two	Yes

APPROACH

In general, our overall scope of work includes pavement investigation and analysis, pavement design, and construction support. We propose pavement investigations involving GPR testing, pavement borings, DCP testing, and pavement condition surveys. We propose utilizing the American Association of State Highway and Transportation Officials Guide for Design of Pavement Structures for developing our pavement section recommendations. The following sections describe our proposed scope of work in more detail.

SCOPE OF WORK***TASK 1 – FIELD INVESTIGATION***

We propose GPR testing and pavement coring to estimate the existing pavement thickness along segments not previously tested. New GPR testing will be completed on Main Street and Washington Street. In addition, based on evaluation of GPR results along Molalla Avenue, thin pavement surfacing appears to exist in the outside lanes in both directions, which may pose problems during the grinding operations associated with the proposed improvement of a 2-inch inlay. We propose obtaining three additional cores along this segment to provide better characterization of the surface layer thickness as well as improved correlation to the GPR results. We propose drilling one of the cores in the low point in the Molalla Avenue/Beavercreek Road intersection and conducting geotechnical investigations to assist in determining the cause of settlement in this area. Our specific scope of services for this task will include the following:

- Identify and mark coring locations and call in utility locates.
- Provide traffic control plans and traffic control through our subcontractor when required. We anticipate that permitting requirements and fees will be handled by City personnel.
- Explore subsurface conditions by completing core borings to depths of up to 3 feet below ground surface (BGS). We estimate the following core borings:
 - Main Street: one core
 - Washington Street: two cores
 - Molalla Avenue: three cores (one in the Molalla Avenue/Beavercreek Road intersection)
- Maintain a detailed log of the explorations. Classify the subgrade soil during field explorations. Obtain samples of the pavement, base, and subgrade materials encountered.
- Conduct DCP testing in the boring locations along Molalla Boulevard and within the Molalla Avenue/Beavercreek Road intersection. Evaluate DCP results and soil classification results to estimate the resilient modulus of the subgrade soil and to assist in determining the cause of settlement within the intersection.
- Conduct laboratory testing to determine the in situ moisture content of the subgrade soil to assist in determining the likelihood of potential problems during construction.
- Conduct GPR tests in the outside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna on each street.
- Analyze truck-mounted GPR data and provide a plot of estimated asphalt concrete thickness by pavement station. GPR data to be supplemented by subsurface exploration data.
- Provide a letter report summarizing our field investigation findings (including those from past investigations).

TASK 2 – PAVEMENT PRESERVATION SUPPORT

We propose providing assistance to the design team regarding the street segments that are proposed to receive the 2-inch inlay preservation treatment as identified by the City (i.e., Center Street, Molalla Avenue, and Washington Street). Our specific scope of services for this task will include the following:

- Attend a field review of conditions together with City and Wallis Engineering personnel.
- Provide pavement design support including pavement material recommendations and consulting with design team personnel.
- Review pavement-design specific portions of the plans and specifications
- Attend 50 and 90 percent plan review meetings with the City and Wallis Engineering.

TASK 3 – CONSTRUCTION SUPPORT

We propose assisting the design team with regard to construction activities. Our specific scope of services for this task will include the following:

- Attend pre-construction meetings for road construction where applicable.
- Provide requests for information (RFI) and review material submittals when requested.
- Provide field support during construction when requested.

TASK 4 – PAVEMENT DISTRESS SURVEYS

We propose conducting pavement distress surveys on all street segments to identify areas with distresses indicating potential soft and/or failed subgrade. We will identify areas with moderate to high severity fatigue (alligator) cracking, which is commonly associated with soft and/or failed subgrade, particularly if rutting, pumping, and/or potholes also exist in these areas. The overall goal will be to identify the subgrade stabilization limits and total area along each street. We will work with Wallis Engineering in developing plans and estimates that incorporate the relevant distress data. Our specific scope of services for this task will include the following:

- Complete a distress survey of the existing pavement segments and log the extent of moderate to high severity fatigue cracking and other distresses that are commonly associated with soft and/or failed subgrade.
- Provide an AutoCAD drawing (electronic and hardcopy) indicating the areas along each segment where subgrade stabilization may be required during rehabilitation and reconstruction activities.
- Include our findings in the letter report for the “Field Investigation” task.

TASK 5 – PAVEMENT DESIGN

We propose assisting the design team in developing recommendations for pavement sections for the street segments the City has proposed for reconstruction (i.e., Main Street and both segments along 9th Street). Evaluation of alternatives will require an estimate of the subgrade soil stiffness along the street segments, together with an estimate of the traffic volumes and truck classifications along each segment. We propose dynamic cone penetrometer (DCP) testing at boring locations through the pavement to estimate subgrade stiffness properties and utilizing the classification counts conducted in 2014 and available through the City’s web site for estimating current and future equivalent single axle load (ESAL) values. Our specific scope of services for this contingency task will include the following:

- Identify and mark coring locations and call in utility locates.

- Provide traffic control plans and traffic control through our subcontractor when required. We anticipate that permitting requirements and fees will be handled by City personnel.
- Explore subsurface conditions by completing core borings to depths of up to 3 feet below ground surface (BGS). We estimate the following core borings:
 - Main Street: one core
 - 9th Street: two cores (one core for each segment)
- Maintain a detailed log of the explorations. Classify the subgrade soil during field explorations. Obtain samples of the pavement, base, and subgrade materials encountered.
- Conduct DCP testing in the boring locations. Evaluate DCP results and soil classification results to estimate the resilient modulus of the subgrade soil.
- Conduct laboratory testing to determine the in situ moisture content of the subgrade soil to assist in determining the likelihood of potential problems during construction.
- Analyze traffic loadings based on 2014 classification counts available through the City's web site.
- Provide recommended pavement sections for reconstruction.
- Provide recommendations for materials and construction.
- Provide our recommendations in the letter report for the "Field Investigation" task.
- Provide a final letter report summarizing our recommendations and the recommendations of the design team.

SCHEDULE AND FEE

We will schedule our work upon receipt of a signed task order from Wallis Engineering. Please note that GPR measurements require dry pavement for completion and that our field schedule will be flexible as a result. During our analysis, we will provide information as it develops and provide regular status updates. We will complete the work described above on a time-and-expense basis for the not-to-exceed fee itemized below.

<i>TASK 1 – FIELD INVESTIGATION</i>	Estimated Fee
Field Labor, Equipment, and Materials	\$3,645
Laboratory	150
Analysis, Reporting, Meetings, and Project Management	4,325
Subcontractor fees	<u>2,310</u>
SubTotal	\$10,430
<i>TASK 2 – PAVEMENT PRESERVATION SUPPORT</i>	
Field Review, Design Support and Review, Meetings	<u>\$3,330</u>
SubTotal	\$3,330
<i>TASK 3 – CONSTRUCTION SUPPORT</i>	
Pre-construction meetings, 6 hours assumed	\$1,170
RFI Responses and submittal review, 8 hours assumed	1,480
Field support during construction, 16 hours assumed	<u>3,140</u>
SubTotal	\$5,790
<i>TASK 4 – PAVEMENT DISTRESS SURVEYS</i>	
Field Labor, Equipment, and Materials	\$935
Analysis, Reporting, Meetings, and Project Management	<u>815</u>

EXHIBIT A

	SubTotal	\$1,750
<i>TASK 5 – PAVEMENT DESIGN (FIELD WORK CONCURRENT WITH TASK 1)</i>		
Field Labor, Equipment, and Materials		\$400
Lab oratory		50
Analysis, Reporting, Meetings, and Project Management		1,860
Subcontractor fees		<u>490</u>
	SubTotal	\$2,800
Total (Tasks 1 – 5):		\$24,100

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

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from 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.

10. Compliance With Applicable Law.

Consultant shall comply with all federal, state, and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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 Consultants and agents.

14. Legal Expenses. In the event legal action is brought by City or Consultant against the other to

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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 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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

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

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

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

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

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



City of Oregon City

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

Staff Report

File Number: PUB 15-026

Agenda Date: 3/18/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8b.

From: Public Works Director John Lewis

File Type: Public Works
Item

SUBJECT:

Execution of an Assignment of Easement Agreement Transferring Ownership of the Sanitary Sewer Easement Located Across the Barclay School Site from the Tri-City Service District to the City of Oregon City

RECOMMENDED ACTION (Motion):

Authorize the mayor to execute the Assignment of Easement Agreement transferring the sanitary sewer easement located on the Barclay School property from the Tri-City Service District to the City of Oregon City.

BACKGROUND:

In 1987, the Oregon City School District (OCSD) granted a sewer easement across the Barclay School property (817 12th Street) to the Tri-City Service District (TCSD). In 1990, the TCSD and the City of Oregon City entered into an agreement to complete sewer separation work which was generally the process of ensuring that stormwater and sanitary sewer were conveyed through separate pipe collection systems. This was of critical importance in order to minimize the discharge of sanitary sewer into the stormwater system and was implemented through the construction of new sanitary sewer pipes including one across the Barclay School property.

In accordance with TCSD Order No. 90-700, transfer of all facilities constructed by the TCSD and the City were to become part of the City's system upon completion of the sewer separation work; however, transfer of the easement across the Barclay School property to the City never occurred. The City owns and maintains the sanitary sewer line, but the rights to the easement remains under the TCSD control.

The attached Assignment of Easement Agreement, once executed and recorded at Clackamas County, will ensure that the sanitary sewer easement is appropriately transferred from the TCSD to the City so that the City can legally gain access and maintain its sanitary sewer pipeline.



City of Oregon City

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

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ASSIGNMENT OF EASEMENT AGREEMENT

DATE: February 23rd, 2015

BETWEEN: Tri-City Service District ("Assignor")
150 Beavercreek Road
Oregon City, OR 97045

AND: City of Oregon City
625 Center St
Oregon City, OR 97045 ("Assignee")

Recitals

A. Assignor, Tri-City Service District, and the Oregon City School District ("OCSD") are parties to a sewer easement dated March 18, 1987 (the "Easement"), a copy of which is attached to this Assignment of Easement Agreement ("this Agreement") as Exhibit A, pertaining to certain property (the "Property") more particularly described in the Easement.

B. Assignor transferred the sewer and related facilities within the Easement to Assignee on June 6, 1990, as part of an agreement between the City of Oregon City and Tri-City Service District Order No. 90-700, attached to this Agreement as Exhibit B.

C. The sewer and related facilities within the Easement is now owned and operated by Assignee and Assignor no longer retains any interest in the sewer and related facilities.

D. Assignor desires to assign its rights under the Easement to Assignee, the City of Oregon City, and Assignee desires to assume Assignor's rights and obligations under the Easement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, Assignor and Assignee agree as follows:

Section 1. Assignment and Assumption

1.1 Assignment. Assignor hereby assigns to Assignee all rights, title, and interests under the Easement, effective on January 1, 2015 (the "Effective Date").

1.2 Assumption. Assignee hereby accepts the assignment and assumes and agrees to perform all obligations of the Assignor under the Easement from and after the Effective Date.

Section 2. Miscellaneous

2.1 Effect of Assignment. This Assignment does not amend the Easement or any other agreement between Assignor and Assignee. The Easement is unmodified and is in full force and effect.

SEWER EASEMENT
TRI-CITY SERVICE DISTRICT

KNOW ALL MEN BY THESE PRESENTS, THAT School District No. 62, Clackamas County, Oregon hereinafter referred to as the Grantor, for the consideration hereinafter stated, paid by Tri-City Service District, Clackamas County Oregon, and the mutual benefit hereby gained, which consideration and benefit are hereby acknowledged and receipted by the Grantor, do hereby bargain, sell and convey unto Tri-City Service District, Clackamas County, Oregon, a permanent easement and right to lay down, construct, reconstruct, replace, operate, inspect and perpetually maintain a sewer and all related facilities through, under and along the following described property in the County of Clackamas and State of Oregon:

See Exhibit A attached hereto and incorporated by reference.

The temporary right shall cease when the construction of said sewer is completed.

It is understood and agreed that no building shall be erected upon said easement premises without the written consent of Tri-City Service District and that the said District shall replace, as near as practicable, the surface of said easement premises after construction and maintenance work on said sewer.

This instrument does not grant or convey unto Tri-City Service District, any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, constructing, reconstructing, replacing, operating, inspecting and maintaining the same. This instrument gives immediate possession of the foregoing premises.

The true and actual consideration for this transfer is: ELEVEN THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$11,300.00) paid here with; \$-0- to be paid prior to construction.

The only other persons, firms or corporation known by Grantor to have any interest in the foregoing premises are: NONE

IN WITNESS WHEREOF, the grantor s above named, have hereunto set their hands and seals this 18th day of March, 1987.



County of Clackamas

School District No. 62

by Brenda J. Tank, Business Mgr.
Name and Title

by _____
Name and Title

On this 18th day of March, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Brenda J. Tank and _____ who are known to be the Business Manager and _____ of the above named corporation voluntarily for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

After recording, return to:
Tri-City Service District
902 Abernethy Road
Oregon City, Oregon 97045

R. David Feinauer
Notary Public for Oregon
My Commission Expires: 4/5/91

EXHIBIT "B"

153 0632
89 36501

Exhibit A

LEGAL DESCRIPTION FOR PERMANENT SEWER EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENTS
OVER TAX LOTS 4700 & 4800, 2 2E 32BB
OREGON CITY, CLACKAMAS COUNTY, OREGON

A portion of blocks 117 and 118, Oregon City, according to the duly recorded plat thereof.

Beginning at a point in the Northeasterly line of 12th Street where said line is intersected by the centerline of Jefferson Street (vacated by Ord. 74-34043); thence running along said centerline of Jefferson Street N35°30'E, 200.63 feet; thence leaving said centerline N64°14'15"E, 293.52 feet, to a point in the Southwesterly line of the 26 foot wide alleyway leading from Madison Street Northwesterly through block 118 to the vacated portion of Jefferson Street; thence S51°30'E along the Southwesterly line of said alleyway, 22.80 feet; thence S64°14'15"W (20 feet Southeasterly and parallel to the second course), 269.25 feet; thence S79°49'20"W, 25.00 feet; thence S35°30'W (17 feet Southeasterly and parallel to the first course), 204.02 feet to the Northeasterly line of 12th Street; thence along said Northeasterly line of 12th Street N54°30'W, 17.00 feet, the POINT OF BEGINNING.

The above permanent sewer easement containing 9,188 sq.ft., more or less.

Together with 20 foot wide temporary construction easements parallel to the 2nd, 4th, 5th & 6th courses above, said temporary construction easements to terminate at the respective property lines and, also, at the existing frame structure lying Southeasterly of the sixth course of the permanent sewer easement above.

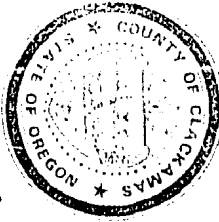
906.16/192.23

-1-

153 0633

STATE OF OREGON
County of Clackamas
I, John F. Kaufman, County Clerk, for the County of Clackamas do hereby certify that the instrument of writing was received for recording in the records of said county at

1989 AUG 22 PM 9:39



Witness my hand and seal of said County of Clackamas
John F. Kaufman
County Clerk
Recording Certificate
CCP 124.00 12 891

89 36501

153 0634

MAP TO ACCOMPANY DESCRIPTION
OF PERMANENT & TEMPORARY SEWER EASEMENTS
OVER TAX LOTS 4700 & 4800
IN THE CITY OF OREGON CITY,
CLACKAMAS COUNTY, OREGON
MARCH 11, 1986

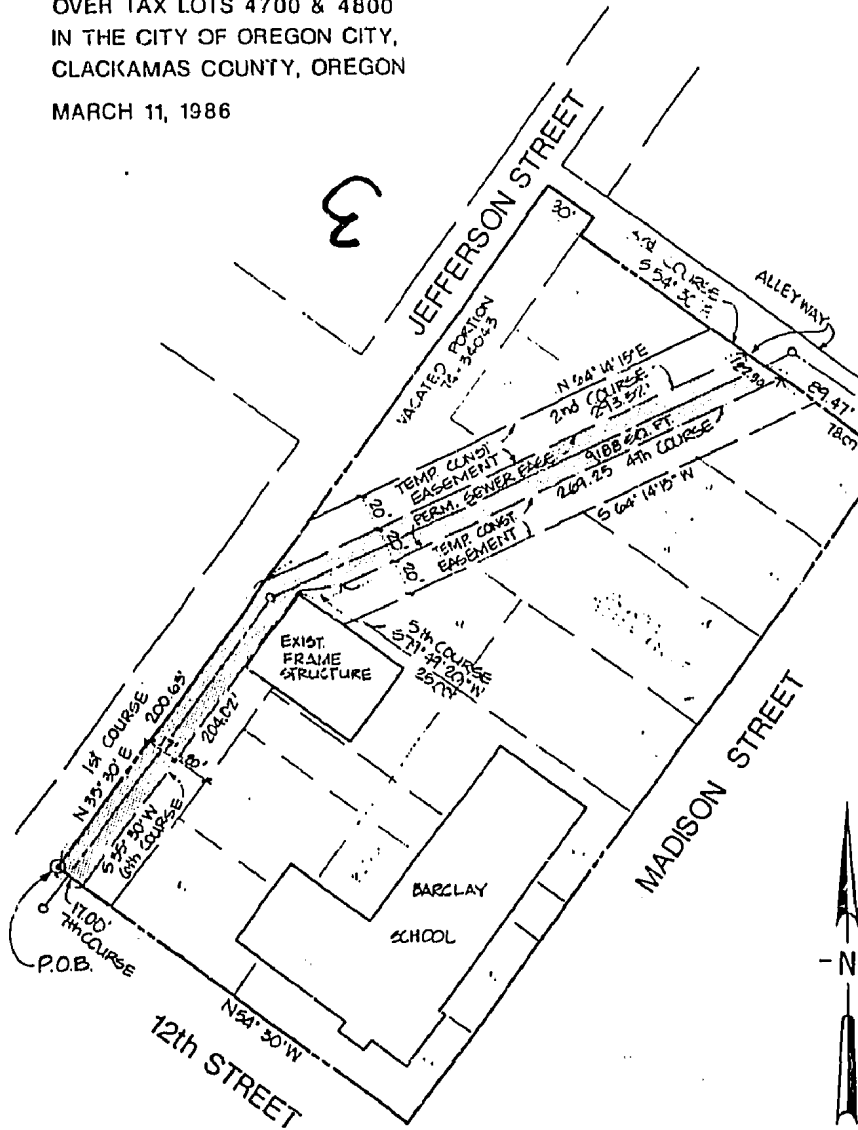


EXHIBIT B
BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of an Order
Approving an Agreement between
the City of Oregon City and
Tri-City Service District,
Clackamas County, Oregon.

ORDER NO. 90-700

This matter came before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of Tri-City Service District, a county service district ("District"), to approve an agreement between the City of Oregon City and the District, attached hereto as Exhibit "A" and incorporated by reference. The District has obtained various grants and NPDES permits from the United States Environmental Protection Agency based upon a Sewerage Facilities Plan, Volume 3, Financing, dated December, 1979 prepared by Bartle Wells Associates, whereby the City and District were to perform portions of sewer separation work. The District has completed its portion of the work, and the parties now wish to provide a plan for early payment of equalization and for the City to have an option to use proceeds from the District's 1982 general obligation and 1989 refunding bonds for completion of separation work. The Board finding that said agreement is necessary and being fully advised, it is

ORDERED that the Agreement between the City of Oregon City and Tri-City Service District, attached as Exhibit "A" and incorporated by reference, is hereby approved and that an executed copy shall be kept on file at the offices of Clackamas County Department of Utilities.

DATED this 28 day of June, 1990.

BOARD OF COUNTY COMMISSIONERS
CLACKAMAS COUNTY, OREGON, as
the governing body for Tri-City
Service District, Clackamas
County, Oregon

By Darlene Hooley
Darlene Hooley, Chair

By Ed Lindquist
Ed Lindquist, Commissioner

By Judie Hammerstad
Judie Hammerstad, Commissioner

AGREEMENT

THIS AGREEMENT is made this 6th day of June, 1990 by and between TRI-CITY SERVICE DISTRICT, a county service district, ("District") and THE CITY OF OREGON CITY, a municipal corporation, ("City").

RECITALS:

District has obtained various grants and NPDES permits from the United States Environmental Protection Agency. These grants and permits were based upon the facilities plan and the financing plan, approved by the City, whereby the City and District were to perform portions of sewer separation work. A condition of the grant is that the District's portion of the sewer separation work within the City be completed by July 1, 1988 and the City will complete its portion by April 1, 1993, at its expense. The District has completed its work and now the parties wish to enter into an agreement regarding the City's work segment and reconciliation of other financial matters between the parties and, therefore, the parties agree:

1. City hereby agrees and covenants that it shall complete its portion of sewer separation by April 1, 1993 in such workmanlike manner to enable the District and City to comply completely with all applicable grant conditions, NPDES permit requirements and federal and state statutes, rules and regulations. The projects to be performed are attached hereto as Exhibit "A" and incorporated by reference.

2. City agrees to indemnify and hold harmless the District, its Board, employees and agents, from any and all damages, liability, claims, penalties and expense, including any attorneys fees, costs and disbursements arising out of the performance of or failure to perform construction or from violation of any grant conditions, NPDES permits and federal and state statutes, rules and regulations relating to the sewer separation projects performed by the City as set forth on Exhibit "A."

3. The parties recognize that completion of all separation work is of critical importance to the proper operation of the public sewerage system to comply with discharge limits. City agrees to provide District with a schedule of its program regarding methods of financing and budgeting and to provide District adequate opportunity to review and approve the design, plans and specifications prior to bid. Notwithstanding the foregoing, the City agrees to commence construction of Phase 4 not later than June 1, 1991 and have the construction of all phases completed by April 1, 1993. Further, at the end of the twelve month warranty period, City, and its engineer (outside consultant or City engineer), shall issue a certification to the District in the form attached hereto as Exhibit "B" and incorporated by reference. The parties further agree that completion of Phase 4 is of paramount importance to the proper operation of the public sewerage system. If construction of Phase 4 has not commenced by June 1, 1991 or it appears that

construction of all phases will not be completed by April 1, 1993, the District reserves the right, and the City hereby grants the District the right, to undertake construction and the City shall pay for same. The parties agree this right granted in favor of the District is for the benefit of the District and the Cities within its boundaries.

4. District has completed separation projects known as Phases 1A, 1B, 2 and 3. The total cost, paid or committed by the District, for these projects was \$4,312,159.20. The City is obligated to perform the sewer separation projects described on Exhibit "A." The District and City are obligated to each pay 50% of the total sewer separation cost. The projected cost for the remaining phases described on Exhibit "A" is \$4,337,494.10. Therefore, the total Oregon City separation cost is \$8,649,653.29. The parties agree that the District's 50% share for all separation work is \$4,324,826.65 and the City's share is \$4,324,826.64. The District has expended \$4,312,159.20 in its phases of separation and this is less than its 50% share of total separation cost by \$12,667.44, and that amount is now due and owing by District to City. The parties agree that this is a final allocation of costs.

5. By earlier agreement dated June, 1988, the parties agreed that District owed City \$29,589.32 arising out of construction of the project known as Newell Trunk, Schedule IIA. Further, the District has advanced City \$22,000 for engineering costs related to that project and \$63,890.44 for extension of the

project from its original terminus to Caufield Road. Finally, the City is entitled to equalization funds as set forth in the Sewerage Facilities Plan, Volume 3, Financing, dated December, 1979 prepared by Bartle Wells Associates in the amount of \$284,775, plus interest accruing at five percent (5%) per annum from May 15, 1986 until paid. As of January 1, 1990, the amount is \$51,766.27. Interest accrues at \$39.01 per day. Therefore, the parties agree to the following reconciliation of accounts for these matters, also set forth on Exhibit "C", attached hereto and incorporated by reference:

	<u>Amount Owed By District</u>	
Separation Difference	\$ 12,667.44	
Newell Trunk, Schedule IIA	29,589.32	
Equalization Principal	284,775.00	
Interest Through 1/1/90	<u>51,766.27</u>	
TOTAL		\$378,798.03
	<u>Less Offset for Amount Owed by City</u>	
Buford Engineering	\$ 22,000.00	
Caufield Road Extension	<u>63,890.44</u>	
TOTAL		<u>85,890.44</u>
TOTAL AMOUNT OWED BY DISTRICT		\$292,907.59

The excess owing by District to City after application of the credit and accrued interest shall be paid by District within thirty (30) days following execution of this Agreement. ~~The~~

~~parties agree that interest shall cease to accrue on March 1, 1990.~~

City covenants to spend these funds on sewer capital improvement projects.

6. By execution of this Agreement, District agrees to hold in reserve until June 30, 1990 \$4,337,494.10 from the District's general obligation bond fund of \$25,000,000 issued in 1982 and refunded in 1989 for use in construction of the remaining phases of separation to achieve these federally mandated requirements set forth in the District's grants. By execution of this Agreement, City gives written notice of intent to use the funds in construction of the remaining phases of separation. District and City agree to negotiate and by June 30, 1990 execute a separate agreement regarding application of the funds to construction of the remaining phases of separation and City shall provide a schedule for completion. District agrees to advance funds to the City as construction payment requests are submitted by City to District. The City shall be obligated to repay the reserve funds (principal) disbursed to City and all interest, (based on the refunded interest rate) fees, administrative costs or other charges as determined by the separate agreement and to hold harmless the District and other Cities from that portion of the bonded debt from the date funds are disbursed to the City. The District may obtain such security as it deems necessary regarding repayment of any funds advanced. If the City fails to make all or a portion of any required payments, the District shall have all rights accruing at law, as well as those under this Agreement or the agreement to be negotiated. The parties agree to execute all documents necessary to effect this transaction. District shall have no obligation to

maintain these funds in reserve after June 30, 1990.

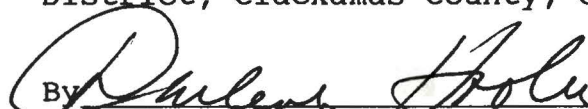
7. In consideration of the terms of this Agreement, City and District agree that District shall transfer and City shall accept the facilities constructed by District under Phases 1A, 1B, 2 and 3 and these shall become part of the City's system.

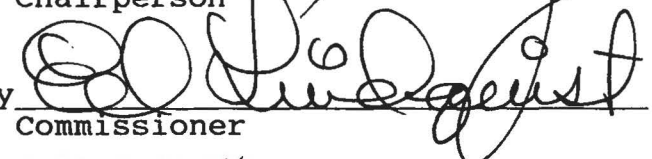
8. If suit or action is commenced to enforce any of the terms of this Agreement, the prevailing party shall be entitled to such reasonable attorneys fees as may be awarded by the trial court or any appeal therefrom.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth opposite their signatures.

CLACKAMAS COUNTY BOARD OF
COMMISSIONERS, acting as the
governing body of Tri-City Service
District, Clackamas County, Oregon

Dated: _____

By 
Chairperson

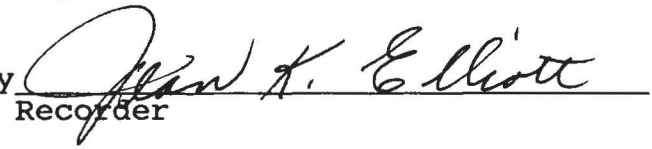
By 
Commissioner

By 
Commissioner

CITY OF OREGON CITY, a municipal
corporation

Dated: 6-6-90

By 
Mayor

By 
Recorder

CITY OF OREGON CITY SEPARATION WORK

The projects described by R.A. Wright & Associates known as Phases 4, 5, 6 and 7 and in the Facilities Plan, Volume 1, dated December 1979 and the Sewerage Facilities Plan, Volume 3, Financing, dated December 1979 by Bartle Wells.

EXHIBIT "A"

TO: Tri-City Service District
902 Abernethy Road
Oregon City, Oregon 97045

Attention David J. Abraham

RE: City of Oregon City Phase _____ Sewer Separation

Pursuant to agreement between Tri-City Service District and the City of Oregon City and the Agreement to Furnish Engineering Services to the City of Oregon City, hereinafter referred to as Agreement, _____, hereinafter referred to as Engineer, does hereby certify that Phase _____, Oregon City Sewer Separation Project, hereinafter referred to as the Project, is in full compliance with the contract documents, plans and specifications and that Engineer has provided engineering services during construction, as provided in the Agreement. For operation, the Engineer has:

1. Directed Project operations and maintenance, as necessary; and
2. Provided Project with specific training to operating personnel, prepared the required curricula and training material and revised the operations and maintenance manuals, as appropriate for the Project; and
3. Advised the City on the status of the Project meeting performance standards.

The Engineer, having access to and control of all the necessary data and having monitored the construction of the Project, hereby certifies that the Project meets the performance and operations requirements applicable to the Project and the specifications for which the Project was planned, designed and built to achieve. The enclosed report represents test results and observations made to support this certificate.

By _____
Project Engineer

DATED: _____

Enclosures

EXHIBIT "B"

Oregon City

Separation Cost Summary

3-Nov-89

Phases 1A, 1B, 2, 3	\$4,312,159.20
Phases 4, 5, 6, 7	\$4,337,494.10

Total Separation	\$8,649,653.29
------------------	----------------

Districts 50% Share	\$4,324,826.65
City 50% Share	\$4,324,826.64

District Owes City	\$12,667.44
--------------------	-------------

Equilization Summary

Principle from Plan	\$284,775.00
---------------------	--------------

Interest at 5%

From 15-May-86	
To 1-Jan-90	\$51,766.27

Total Equilization Due City	\$336,541.27
-----------------------------	--------------

District Owes City	
Plus Newell Trunk , Schedule II A	\$29,589.32
Less Separation Difference	\$12,667.44

Net District Owes City	\$378,798.03
------------------------	--------------

City Owes District	
Less Buford Design Newell IIA	(\$22,000.00)
Less Caufield Road Extension	(\$63,890.44)
Total City Owes District	(\$85,890.44)

Net District Owes City	\$292,907.59
------------------------	--------------

EXHIBIT "C"

ADDENDUM TO AGREEMENT

This Addendum to Agreement ("Addendum") is effective the 1st day of October, 1987, by and between TRI-CITY SERVICE DISTRICT ("District") and THE CITY OF OREGON CITY, a Municipal Corporation of the State of Oregon ("City").

RECITAL:

On or about February 18, 1982, these parties entered into an Agreement regarding, inter alia, division of connection charges per Equivalent Dwelling Unit ("E.D.U.") levied by the District and collected by City. The connection charge of \$1,400 has remained the same since the 1986-87 fiscal year and will continue for the 1988-89 and 1989-90 fiscal years. The parties agree to amend the Agreement to provide for allocation of that connection charge and, therefore, agree as follows:

1. The City acknowledges that the connection charge of \$1,400 per E.D.U. shall continue for the 1988-89 and 1989-90 fiscal years. The parties agree that for all connections made within the City's boundaries after July 1, 1988, the City shall retain \$400 of the connection charge and remit \$1,000 to the District. The parties further agree that this allocation shall apply to the property commonly known as WALDOW VIEW ACRES/COUNTRY VILLAGE even though it is not currently annexed to Oregon City. If the City has not annexed WALDOW VIEW ACRES/COUNTRY VILLAGE by the end of the 1989-90 fiscal year, this Agreement for allocation of connection charges for that property still located outside the City's boundaries shall terminate. The revenues retained by the

City shall be used for studies and capital improvements to the sewerage system.

2. The parties agree that if a property owner applies and qualifies for deferral of the connection and collection sewer charges under the District's Rules and Regulations, the owner may defer and mortgage only the District's portion of the connection and collection sewer charges. The owner shall pay the City's portion of the applicable charges at the time of connection. Nothing herein shall prevent the City and the owner from making such other payment arrangements for the City's portion of the charges as the City deems appropriate.

3. In all other respects, the Agreement dated February 18, 1982, is in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum to Agreement effective the date and year first above written.

THE CITY OF OREGON CITY, a
Municipal Corporation of the
State of Oregon

BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, OREGON,
acting as the governing body
for Tri-City Service District,
Clackamas County, Oregon

By David D. Spear
Mayor

By Dorlene Hooley
Chairperson

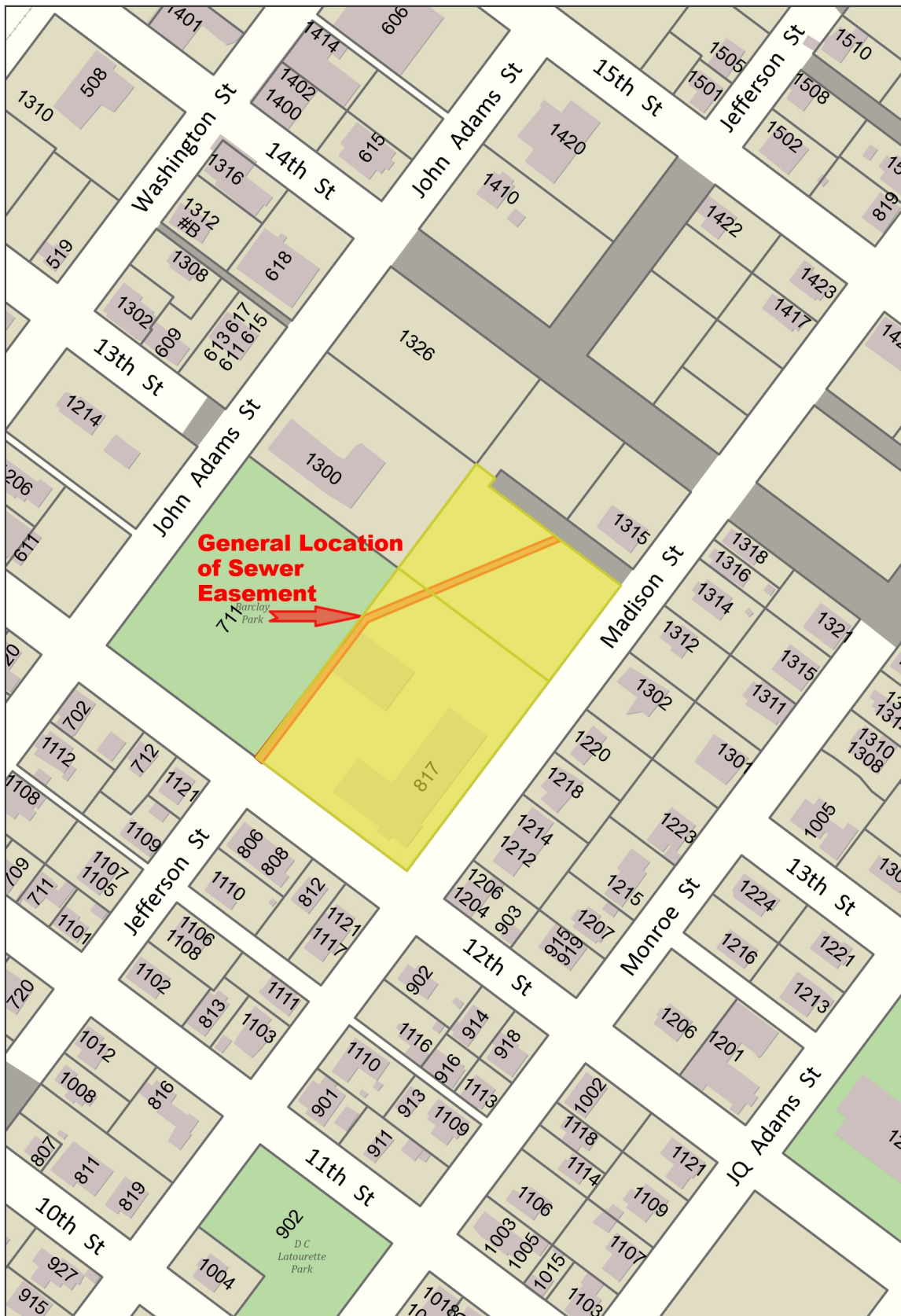
By Stan K. Elliott
Recorder

By Billie Joquist
Commissioner

Dated: 6-6-90

By Judy Hammett
Commissioner

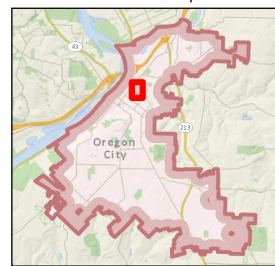
Oregon City GIS Map



- Legend**
- Taxlots
 - Taxlots (Outside UGB)
 - Unimproved ROW
 - City Limits
 - UGB
 - Basemap

Notes

Overview Map



The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.



0 193 Feet

1: 2,319

BARCLAY SCHOOL - 817 12th Street

Map created 3/11/2015

City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.orcity.org





City of Oregon City

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

Staff Report

File Number: 15-165

Agenda Date: 3/18/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8c.

From: Public Works Director John Lewis

File Type: Contract

SUBJECT:

Contract to Emery and Sons Construction, Inc. in the Amount of \$227,606.00 for the Linn Avenue Waterline Emergency Construction Contract

RECOMMENDED ACTION (Motion):

Award the bid and authorize the City Manager to execute the Contract Agreement in the amount of \$227,606.00 with Emery and Sons Construction, Inc. to provide construction services to complete the Linn Avenue Waterline Emergency Construction Contract.

BACKGROUND:

The City of Oregon City Public Works Department has determined the need to conduct an emergency repair related to the Linn Avenue Waterline repairs. On January 6, 2015, the Public Works Department discovered that a 12-inch steel water main located beneath the Linn Avenue Right of Way (ROW) from Pearl Street to Maple Street was severely impaired and poses an immediate threat to public safety. This is justification for an emergency procurement pursuant to ORS 279A.010(cc)(B) and ORS 279B.080. Because the amount of the contract exceeds \$50,000.00, the decision to award the contract must be made by the City Commission under OCMC 2.40.030(A)(3).

The water main in question has a direct connection to the City's two million gallon water reservoir located at 437 Mountainview Street. The water main serves as one of the two primary connections between the City's Upper Water Pressure Zone and the Intermediate Water Pressure Zone with over 1,800 municipal water services. Further analysis indicated the leak was significant in nature with signs of water upwelling through portions of the existing asphalt. The exact age of the pipe is unknown due to lack of design plans, but it is estimated to be in excess of 80 years. Water pressure readings within the damaged pipe system have been measured in excess of 100 pounds per square inch. Based on the location, age, and condition of the pipe the City has determined an immediate need to isolate this water main from the City's water distribution system. Should the line rupture, the resulting damage would gravely impact the adjoining ROW, private properties, and the City's overall water distribution system.

Based on the City's hydraulic water model, City engineering staff, following the advice of the consulting engineer, has determined that the most expedient means of isolating the impaired pipe is to create an alternate distribution connection to service the Intermediate Water Pressure Zone by means of a new Pressure Reduction Valve (PRV). The new PRV would

allow the City to abandon the impaired pipe section in place and retain adequate flows throughout the distribution system. The City has retained Wallis Engineering to design the new PRV under its existing rotating engineering contract.

The City has obtained a bid from Emery and Sons Construction, Inc. for an emergency contract to construct the design solution prepared by Wallis Engineering. This selection was based on input from the engineering firm of record and the availability of local contracting firms to accommodate the accelerated timeline. This emergency procurement is consistent with ORS 279.B.080 Emergency Procurements requirements. The contract award value is Two Hundred and Twenty Seven Thousand, Six Hundred and Six dollars (\$227,606.00).

BUDGET IMPACT:

Amount: \$227,606.00

FY(s): 2014-15

Funding Source: Water Capital Construction

ATTACHMENT(S):

CI 14-017 Linn Avenue Waterline Emergency Construction Contract



City of Oregon City

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

Staff Report

File Number: 15-165

Agenda Date: 3/18/2015

Status: Consent Agenda

To: City Commission

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BUDGET IMPACT:

Amount: \$227,606.00

FY(s): 2014-15

Funding Source: Water Capital Construction

ATTACHMENT(S):

CI 14-017 Linn Avenue Waterline Emergency Construction Contract

SECTION IIIA

CONTRACT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2015 between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and Emery & Sons Construction Inc. (“CONTRACTOR”).

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

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **Linn Avenue Waterline Project** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid	Statutory Conditions to Contract Agreement
Scope of Work	Performance Bond
Instructions to Bidders	Payment Bond
Bid Proposal and Bid Schedule	State of Oregon Statutory Public Works Bond
Compliance with ORS 279C.840	General Conditions
Resident Bidder Status	Prevailing Wage Rates for Public Works Contracts in Oregon dated January 1, 2015
Certification of Drug Testing Program	Prevailing Wage Apprenticeship Rates dated January 1, 2015
Non-Collusion Statement	Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1 2014
Asbestos Certification	Special Provisions
Registrations	Contract Drawings
Certification of Non-Discrimination	City of Oregon City Standard Details
Certification of Compliance with Tax Law	Technical Specifications
Bidder Responsibility Form	2015 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents
First Tier Subcontractor Disclosure Form	All items included within these Contract Documents.
Customer Service Agreement	
Contract Agreement	
Oregon City Public Improvement Standard Conditions	

The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be at substantial completion 60 consecutive calendar days after the Notice to Proceed. The project shall be ready for final acceptance within 75 consecutive calendar days after Notice to Proceed.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **Two Hundred and Twenty Seven Thousand, Six Hundred and Six dollars (\$227,606.00).**

ARTICLE IV - Warranty and Quality of Work

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

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

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

CITY OF OREGON CITY

EMERY & SONS CONSTRUCTION INC.

by: _____
David W. Frasher
City Manager

by: _____
Authorized signature

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

Title

Federal Taxpayer ID Number:

Approved as to Legal Sufficiency:

Address:

3831 Fairview Industrial Dr, SE

By: _____
City Attorney

P.O. Box 4109

Salem, OR 97302

City Commission Award Date:



City of Oregon City

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

Staff Report

File Number: 15-166

Agenda Date: 3/18/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8d.

From: Economic Development Manager Eric Underwood

File Type: Contract

SUBJECT:

Personal Services Agreement with ECONorthwest for the Willamette Falls Legacy Project Financing Strategy

RECOMMENDED ACTION (Motion):

Staff recommends that the City Commission authorize the City Manager to sign the Personal Services Agreement with ECONorthwest for Willamette Falls Legacy Project Financing Strategy

BACKGROUND:

The Willamette Falls Legacy Project is a partnership between the site owner, the City of Oregon City, Metro, Clackamas County and the State of Oregon with the goal of transforming the 22-acre Blue Heron mill site into a mixed use destination that embodies the four core values of public access, economic redevelopment, habitat restoration and historic and cultural interpretation.

A key component of the approved plan for the site is the Riverwalk, a walkway along the shoreline of the site that connects 99E all the way out to the Falls along the PGE dam. This Riverwalk will provide the public access that is greatly desired and needed in order to catalyze the rest of the site for redevelopment. The schematic design of the Riverwalk will begin in July 2015.

This financing strategy is broken into two projects:

The first project will identify the funding sources and options Oregon City will have for the operations and maintenance of the Riverwalk. This plan will produce a long-term strategy to fund operations, maintenance, and replacement of the facility. ECONorthwest will work closely with the Riverwalk schematic design team over the design project period to ensure the operations and maintenance needs and costs are estimated properly.

The second project will include an evaluation of infrastructure funding mechanisms that could be utilized for the private redevelopment portions of the Willamette Falls Legacy Project area. An emphasis will be placed on transportation and parking infrastructure.

These two financing strategies will guide the City and partners in decisions and tasks related to future development agreements, project implementation, and budgeting.

BUDGET IMPACT:

Amount: Up to \$65,000

FY(s): 2015/16

Funding Source: Half from Economic Development, half from Community Development



City of Oregon City

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

Staff Report

File Number: 15-166

Agenda Date: 3/18/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8d.

From: Economic Development Manager Eric Underwood

File Type: Contract

SUBJECT:

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RECOMMENDED ACTION (Motion):

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These two financing strategies will guide the City and partners in decisions and tasks related to future development agreements, project implementation, and budgeting.

BUDGET IMPACT:

Amount: Up to \$65,000

FY(s): 2015/16

Funding Source: Half from Economic Development, half from Community Development

OREGON CITY ECONOMIC DEVELOPMENT PERSONAL SERVICES AGREEMENT

Project Name

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and ECONorthwest ("Consultant") for the Willamette Falls Legacy Project Infrastructure Financing Strategy Project.

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 October 19, 2016 unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Contractor's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed \$65,000 unless otherwise agreed upon by both parties.

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 to the City by United States mail, postage prepaid, or personally delivered to the City at the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City: City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: Eric Underwood

City Attorney: Garvey Schubert Barer
121 SW Morrison Street, 11th Floor
Portland, OR 97204
Attention: Bill Kabeiseman

To Consultant: ECONorthwest
222 SW Columbia Street, Suite 1600
Portland, OR 97201
Attention: Lorelei Juntunen

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

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 18th day of March, 2015.

CITY OF OREGON CITY

ECONorthwest

By: _____
David Frasher
Title: City Manager

By: _____
Title: _____

APPROVED AS TO LEGAL SUFFICIENCY:

DATED: _____, 2015.

By: _____
City Attorney

PDX_DOCS:309433.2 [34758-00100]
9/9/2010 2:02 PM

Work Program

Project Initiation

The City will provide the ECO Team with all necessary background documents. Key personnel on the ECO Team will familiarize themselves with these documents. Key personnel who have not previously visited the site, including Jim Chappell from MJM, will participate in a site visit with City staff. At this meeting, we will all discuss which facilities to include in the case studies analysis in Phase A1.

Product:	N/A
Meetings:	One site visit
Schedule:	Week 1
Est. Budget:	\$5,500

Project A: Riverwalk Operations and Maintenance

Phase A1: Riverwalk Case Studies

The analysis of the Riverwalk operations and maintenance needs should be grounded in the real world experience of other similar facilities. Thus, our team will conduct five case studies, evaluating facilities from across the world. The RFP and the Vision Document identify the following possible case studies:

- Battery Park (New York City)
- Ballast Point Park (Sydney)
- Mill Ruins Park, (Minneapolis, MN)
- Shoshone Falls (Idaho)
- Riverwalk (Columbus, Georgia)

In addition to this list of potential facilities, we recommend other facilities for consideration. These include: The High Line (New York City), and Mission Bay, Union Square, and Yerba Buena Gardens (all in San Francisco where MJM is the asset manager). Once MJM has a better understanding of the potential facility components, it is possible that other potential facilities will be recommended for inclusion in the case study analysis.

We will have one meeting with City staff to determine the relative merits of each potential facility, before ultimately selecting the five facilities to include in our case study analysis. This meeting with City staff could occur simultaneously with the site visit described in Task 1, to allow MJM staff to participate in person.

The case study analysis will include both quantitative and qualitative methods. Looking at budgetary and financial data on the operations and maintenance of these facilities, as well as interviews with managers of these facilities. The analysis will clearly state the annual operating

revenues, and O&M costs of these facilities, highlighting key implications for the WFLP, including lessons learned from other communities.

Note that as an asset manager of public spaces, MJM has deep knowledge of actual operations and maintenance costs as well as replacement costs. If any of the selected case study facilities are facilities managed by MJM, we will be able to pull more detailed information on their operation and maintenance.

The results of the case study analysis will be described in a summary report, including summary tables to allow easy comparison of key statistics from each of the five facilities included in the analysis. The case study report will also identify and summarize the options Oregon City will have for funding operations and maintenance of the Riverwalk. These options will be evaluated and further explored in Task 5. Note that the funding mechanisms presented in these case studies are likely to represent only a subset of the universe of potential funding mechanisms that could be used for the Riverwalk. Additional funding sources may be evaluated in later tasks. We will present our findings to City Commission, including a PowerPoint presentation.

Product:	Case study summary report
Meetings:	One meeting to select case study facilities (combined with project initiation site visit) One meeting with Project Team to discuss draft results One presentation to City Commission
Schedule:	Weeks 1 – 12
Est. Budget:	\$14,500

Phase A2: Riverwalk Operations and Maintenance Coordination and Strategy

Metro will contract with a separate team of consultants to provide analysis on the Riverwalk design, engineering, and capital costs (the Design Team). We will participate in regular communication with the Design Team to provide feedback on how their design and programming choices are likely to affect the operations and maintenance costs of the facility.

MJM's expertise as an asset manager of public spaces will prove valuable for this task. Their planning team, as well as their in-house operating engineers, regularly review developer's estimates on behalf of local governments, and advise architects, landscape architects and developers on the infrastructure necessary to support the intended uses.

We anticipate that our case study analysis would be completed in the early stages of the Design Team analysis, and therefore, our Case Study Report will be a useful document for the Design Team to refer to. However, as the Design Team comes up with new ideas and concepts, that aren't specifically addressed in the Task 2 report, we will be available to discuss these ideas with the Design Team.

Once the concept design of the Riverwalk is completed and costs of maintenance and operations can be estimated, we will create a strategy to fund operations and maintenance of the facility. Ultimately, this means identifying one funding source (or a package of funding sources) that

would be used, and getting buy-off from City Commission , private property owners, and other key stakeholders on this funding package. The purpose of this document is to tie together the results from each of the previous tasks into a strategy that shows the City a financially sustainable approach to long-term operations, maintenance, and replacement of the Riverwalk.

The details of the scope of work for this phase, as well as the budget, and schedule are undetermined at this time, and subject to an amendment to this scope of work. Although this scope of work identifies a budget of up to \$25,000 for this task, the actual budget amount may be less, and no work will begin on this task without a written notice to proceed from the City specifying the refined scope of work and budget amount. The detailed scope will be determined when the Riverwalk Schematic design project scope is written in summer of 2015, and a product will be completed sometime in 2016.

Product:	Technical Memorandum; additional products TBD
Meetings:	Meeting and conference calls with design team, number TBD
Schedule:	Concurrent with Riverwalk Schematic Design, approximately mid 2015 to late 2016
Est. Budget:	Up to \$25,000

Project B: Evaluation of Infrastructure Funding Sources and Financing Mechanisms

While the previous tasks are specific to the Riverwalk, analysis in this task will relate to other infrastructure types (especially transportation and parking). We will identify the universe of funding mechanisms that might be applicable for the on-site infrastructure needed to serve development, and evaluate the relative merits of these funding mechanisms, narrowing the list down to a short list of tools (approximately four, though it could be more or fewer, depending on the results of our evaluation) that are most likely to be useful for implementation of the WFLP.

To the extent that useful corollaries are available, ECO will provide examples of infrastructure funding using these approximately four tools from other similar sized jurisdictions in Oregon. Examples will provide evidence that tools have been used successfully in similar public-private partnerships in other places.

Our evaluation of infrastructure funding sources will be described in a draft summary report that defines funding options and describes the trade-offs of each. The evaluation will include estimates of revenue potential from taxes, SDCs, etc., based on a range of realistic rates and development scenarios from the Willamette Falls Legacy Project Framework Plan. These revenue estimates can be updated at a later date, when the private property owners have a more certain development program for the site. The findings about the various infrastructure financing options will be presented to City Commission for discussion and confirmation with the Commission. The focus of this task is education of stakeholders and elected officials, setting the stage for successful decision making when a more specific development program has been proposed.

After receiving approval from the City Commission, we will conduct a more detailed evaluation on the short list of funding sources.

The draft summary report will be updated to include the more thorough analysis on the short list of funding sources, resulting in a final technical memorandum. Note that many of these funding sources may only be suitable for funding capital projects. Some of these funding sources, however, may be applicable for operating and maintenance costs for the Riverwalk. To the extent that these sources are applicable for operating and maintenance costs for the Riverwalk, we will include them in our analysis in later tasks.

Products:	Draft and Final Funding Source Technical Memo Handouts/Info sheets about up to 4 financing mechanisms
Meetings:	Two meetings with Project team to review drafts, presentations One presentation to Joint URC/City Commission Up to two presentations to City Commission One-on-one or two-by-two discussions with Commissioners, as appropriate
Schedule:	Weeks 1 – 20
Est. Budget:	\$20,000

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

2. Payment.

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

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

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

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

3. Independent Contractor Status.

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

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

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

(c) Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Contractor shall furnish the tools or equipment necessary for the contracted labor or services. Contractor agrees and certifies that:

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

6. Payment of Laborers; Payment of Taxes.

(a) Contractor shall:

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

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

(iii) Not permit any lien or claim to be filed or prosecuted against 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 Contractor under this Agreement and, unless Contractor is subject to back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligation.

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

(b) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, 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 Contractor by reason of this Agreement.

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

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

7. SubContractors and Assignment.

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

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

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

10. Compliance With Applicable Law. Contractor shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

13. Indemnity and Insurance.

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

(b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for workers' compensation as required by the state of Oregon. Contractor shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to

City. All agents or Contractors of Contractor shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Contractor shall maintain comprehensive general and automobile liability insurance for protection of Contractor and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor's operation, each in an amount not less than \$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 Contractor.

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

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

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

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

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

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

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

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

23. City's Responsibilities. City shall furnish Contractor with all available necessary

information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Contractor in carrying out the work herein and shall provide adequate staff for liaison with Contractor.

24. Arbitration.

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

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

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

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

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

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

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

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

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

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City of Oregon City

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

Staff Report

File Number: 15-155

Agenda Date: 3/18/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8e.

From: Police Chief and Public Safety Director James Band

File Type: License

SUBJECT:

OLCC: Liquor License Application-Limited On-Premises Sales, New Outlet: Applying as a Limited Liability Company, Yvonne's, 818 Main Street #A, Oregon City, OR 97045.

RECOMMENDED ACTION (Motion):

Staff recommends the City Commission approves OLCC Application for Yvonne's Limited Liability Company, 818 Main St #A, Oregon City, OR 97045 for a Limited On-Premises Sales, New Outlet.

BACKGROUND:

The Oregon City Police Department ran a background check on the Corporate Officer. Raymond Haney is eligible to hold a liquor license.



City of Oregon City

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

Staff Report

File Number: 15-155

Agenda Date: 3/18/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8e.

From: Police Chief and Public Safety Director James Band

File Type: License

SUBJECT:

OLCC: Liquor License Application-Limited On-Premises Sales, New Outlet: Applying as a Limited Liability Company, Yvonne's, 818 Main Street #A, Oregon City, OR 97045.

RECOMMENDED ACTION (Motion):

Staff recommends the City Commission approves OLCC Application for Yvonne's Limited Liability Company, 818 Main St #A, Oregon City, OR 97045 for a Limited On-Premises Sales, New Outlet.

BACKGROUND:

The Oregon City Police Department ran a background check on the Corporate Officer. Raymond Haney is eligible to hold a liquor license.



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)
- ☐ Commercial Establishment
- ☐ Caterer
- ☐ Passenger Carrier
- ☐ Other Public Location
- ☐ Private Club
- ☒ Limited On-Premises Sales (\$202.60/yr)
- ☐ Off-Premises Sales (\$100/yr)
- ☐ with Fuel Pumps
- ☐ Brewery Public House (\$252.60)
- ☐ Winery (\$250/yr)
- ☐ Other: _____

ACTIONS

- ☐ Change Ownership
- ☒ New Outlet
- ☐ Greater Privilege
- ☐ Additional Privilege
- ☐ Other _____

90-DAY AUTHORITY

☐ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- ☐ Limited Partnership ☐ Corporation ☒ Limited Liability Company ☐ Individuals

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: JP

Date: 2-27-15

90-day authority: ☐ Yes ☐ No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Yvonne's LLC ③ _____

② _____ ④ _____

2. Trade Name (dba): Yvonne's

3. Business Location: 818 A Main St Oregon City Clackamas OR 97045
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 20820 SE Lansing Ln, Damascus OR 97089
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503-334-9383
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☐ Yes ☒ No

7. If yes to whom: _____ Type of License: _____

8. Former Business Name: n/a

9. Will you have a manager? ☒ Yes ☐ No Name: Raymond Haney
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Oregon City
(name of city or county)

11. Contact person for this application: Ray Haney 503-334-9383
(name) (phone number(s))
20820 SE Lansing Ln, Damascus, OR 97089 rayhaney@gmail.com
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 10-30-14 ③ _____ Date _____
② _____ Date _____ ④ _____ Date _____



City of Oregon City

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

Staff Report

File Number: 15-160

Agenda Date: 3/18/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8f.

From: Police Chief and Public Safety Director James Band

File Type: License

SUBJECT:

OLCC: Liquor License Application- Full On-Premises Sales, Commercial Establishment, Greater Privilege, Limited Liability Company, Weathervane Coffee House, 13001 Clackamas River Dr. #110, Oregon City, OR 97045

RECOMMENDED ACTION (Motion):

Staff recommends City Commission approves OLCC Application for Weathervane Coffee House, 13001 Clackamas River Dr. #110, Oregon City, OR 97045 for a Full On-Premises Sales, Commercial Establishment, Greater Privilege, Limited Liability Company.

BACKGROUND:

The Oregon City Police Department ran a background check on the Corporate Officer. Laura L. Buzzini is eligible to hold a liquor license



City of Oregon City

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

Staff Report

File Number: 15-160

Agenda Date: 3/18/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8f.

From: Police Chief and Public Safety Director James Band

File Type: License

SUBJECT:

OLCC: Liquor License Application- Full On-Premises Sales, Commercial Establishment, Greater Privilege, Limited Liability Company, Weathervane Coffee House, 13001 Clackamas River Dr. #110, Oregon City, OR 97045

RECOMMENDED ACTION (Motion):

Staff recommends City Commission approves OLCC Application for Weathervane Coffee House, 13001 Clackamas River Dr. #110, Oregon City, OR 97045 for a Full On-Premises Sales, Commercial Establishment, Greater Privilege, Limited Liability Company.

BACKGROUND:

The Oregon City Police Department ran a background check on the Corporate Officer. Laura L. Buzzini is eligible to hold a liquor license



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- ☒ Full On-Premises Sales (\$402.60/yr)
☒ Commercial Establishment
☐ Caterer
☐ Passenger Carrier
☐ Other Public Location
☐ Private Club
☐ Limited On-Premises Sales (\$202.60/yr)
☐ Off-Premises Sales (\$100/yr)
☐ with Fuel Pumps
☐ Brewery Public House (\$252.60)
☐ Winery (\$250/yr)
☐ Other: _____

ACTIONS

- ☐ Change Ownership
☐ New Outlet
☒ Greater Privilege
☐ Additional Privilege
☐ Other: _____

90-DAY AUTHORITY

☐ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- ☐ Limited Partnership ☐ Corporation ☒ Limited Liability Company ☐ Individuals

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

City of Oregon City
 (name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____
 (signature) (date)

Name: Dan Holladay

Title: Mayor

OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 2-25-15

90-day authority: ☐ Yes ☐ No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Weatherlane Coffee House LLC ③ _____

② _____ ④ _____

2. Trade Name (dba): Weatherlane Coffee House

3. Business Location: 13001 Clackamas River Dr #110 Oregon City OR 97045
 (number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: PO Box 278 Gladstone OR 97027
 (PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: (503) 655-7200 (503) 655-7201
 (phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No

7. If yes to whom: Weatherlane Coffee House Type of License: Limited On-Premises

8. Former Business Name: N/A

9. Will you have a manager? ☒ Yes ☐ No Name: Laura L. Buzzini
 (manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Oregon City
 (name of city or county)

11. Contact person for this application: Laura Buzzini (503) 655-7200 (503) 805-8424
 (name) (phone number(s))
13001 Clackamas River Dr #110, Oregon City, (503) 655-7201
 (address) (fax number) (e-mail address)
coffee@wa-net.com

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Weatherlane Coffee House LLC Date 2-25-15 ③ _____ Date _____

② _____ Date _____ ④ _____ Date _____



City of Oregon City

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

Staff Report

File Number: 15-177

Agenda Date: 3/18/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8g.

From: City Recorder Kattie Riggs

File Type: Minutes

Minutes of the February 18, 2015 Regular Meeting



City of Oregon City

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

Meeting Minutes - Draft City Commission

Dan Holladay, Mayor
Carol Pauli, Commission President
Brian Shaw, Rocky Smith, Jr., Daphne Wuest

Wednesday, February 18, 2015

7:00 PM

Commission Chambers

1. Convene Regular Meeting and Roll Call

Mayor Holladay called the meeting to order at 7:00 PM.

Present: 4 - Commissioner Brian Shaw, Commissioner Rocky Smith, Commissioner Carol Pauli and Mayor Dan Holladay

Absent: 1 - Commissioner Daphne Wuest

Staffers: 12 - City Manager David Frasher, Assistant City Attorney Carrie Richter, Police Chief and Public Safety Director James Band, City Engineer Aleta Froman-Goodrich, Community Development Director Tony Konkol, Community Services Director Scott Archer, City Recorder Kattie Riggs, Human Resources Director Jim Loeffler, Finance Director Wyatt Parno, Library Director Maureen Cole, Economic Development Manager Eric Underwood and Planner Pete Walter

2. Flag Salute

3. Ceremonies, Proclamations

4. Citizen Comments

There were no citizen comments.

5. Adoption of the Agenda

The agenda was adopted as presented.

6. Public Hearings

6a. Two Appeals of Planning File SP 14-01- Beaver Creek Road Live/Work Apartments (Planning Files: AP 14-01 and AP 14-02).

Mayor Holladay opened the public hearing.

Carrie Richter, City Attorney, read the public hearing format and asked if the Commission had any conflicts of interest, ex parte contacts, bias, or statements to declare since the last hearing.

Commissioner Smith declared that he worked across the street at the High School. He had a few people from the school wanting to talk about the topic, but he had

stated that he could not talk about it.

Tony Konkol, Community Development Director, stated this was an appeal concerning a proposed 121 unit live/work apartment complex on Beaver Creek Road. The hearing had been continued from February 4. In the staff report, staff included a memo from Ms. Froman-Goodrich, City Engineer, regarding infrastructure issues and a memo from staff with updated information.

Ms. Richter discussed who was able to participate in the appeal hearing. Because it was contested and staff was not as clear as they could have been, she thought they should open it up and take testimony from everyone.

There was consensus to allow anyone to testify.

Ms. Richter explained the applicant's appeal for revisions to two conditions. For Condition 34, staff agreed with the applicant on the location of the sanitary sewer collection system. For Condition 37, reimbursement of \$545,000 if the Glenn Oak improvements were not made, the condition had been revised to provide expressly that the payment would be used for Glenn Oak or Beaver Creek and the applicant would not be included in an LID or similar contribution structure in the future. Staff believed the applicant's issues were resolved.

Pete Walter, Planner, summarized the issues that had been raised since the last hearing. Regarding traffic issues, there was no significant effect due to the modest increase in trip generation rates used to calculate the impacts. The intersection performance at Highway 213 and Beaver Creek Road was expected to exceed the mobility standard, but that intersection was exempt from the mobility standards in the TSP. The other intersections that were analyzed were expected to function normally. With respect to the Beaver Creek Road corridor, the three lane proposal met the City's TSP and County standards for an urban arterial road. No parallel parking would be constructed on Beaver Creek Road. The School District's transportation proposal was not complete at this time and there was no requirement to delay a decision on this application pending completion of a master plan of an off site development over which the applicant had no control. The access, access control, site circulation, and intersection spacing were found to be adequate by the County and City. The City's Transportation Engineer thought the system would be able to handle this development and accommodate the traffic impacts. Regarding sewer, the City Engineer modeled four flow routing scenarios to analyze the capacity of the Glenn Oak basin and the applicant's proposed proportional share would be adequate to make needed inflow and infiltration reductions and improvements to accommodate flows without compromising capacity. The applicant would not be required to bolt down manhole covers. Staff recommended amending the conditions as stated by the City Attorney. Regarding water pressure, with the interim water service agreement with Clackamas River Water to have a water meter on Beaver Creek Road, that would provide adequate water pressure to the development. It would meet with the required Clackamas Fire District fire flows. Regarding adequate notice, there was adequate notice given to the Caufield Neighborhood Association and other groups both during the site plan review and appeal. Regarding construction impacts, this would be a routine and temporary inconvenience and would be reviewed by the City and County in order to minimize traffic interruptions. Regarding fire, EMT, and police service, response times would be met at an urban standard. Urbanization may precede adoption of a concept plan, and the development would not hamper, block, or pre-empt adoption of the Beaver Creek Road Concept Plan. Approval of the application would not stop coordinated development in the Beaver Creek area. Staff did not see any geologic hazards associated with the development.

Elizabeth Graser-Lindsey, appellant, thought this development was premature because of LUBA's decision and Oregon City law that specified an adopted concept plan needed to precede urbanization and development. City Code required development comply with master plans. The Community Development Director claimed at the last meeting that the community desired a two lane Beavercreek Road. This was untrue as 70% of those who attended the open house opposed this plan. The opposition was mostly due to road crowding. The added traffic from this development would diminish road services to existing residents. The diminishment was the most severe at Highway 213 and Beavercreek Road. The City needed to require the development be conditioned on Beavercreek Road being expanded so services were not diminished. The right-of-way is not being collected by this development. She thought it would box in Beavercreek Road by putting the buildings right next to the right-of-way, which made it enormously difficult to widen Beavercreek in the future. The parallel alternate route linking to Highway 213 by Holly Lane did not help because there was not adequate finances to carry it out and because of landslide issues on Holly Lane. Parallel parking would happen once the County was out of the picture and would substantially slow down this major arterial. Staff needed to reject parking along Beavercreek once and for all. The City had not updated its System Development Charges, and this application should not be approved until then. The City needed to require that the apartments would be served by a sewer main in Beavercreek Road. Building these apartments would result in an overload on the current sewer system. She thought the City should require that the constriction be corrected. Making these short term changes made a barrier to the Sewer Master Plan being followed and the proper funds being raised to get it funded. The SDCs were not high enough to cover the sewer line costs and that needed to be corrected. When the developer was excluded from the LID it intensified the problem and made their financial contribution even farther from what was needed to get the projects completed. The City also needed to correct the water pressure problem in this area by putting in the needed reservoir. The City needed to follow the spirit and the letter of the law and needed to do development the right way.

Steve Hultberg, representing the applicant, would save comments for the rebuttal. The revised conditions satisfied their concerns and they considered their appeal resolved.

Mary Johnson, resident of Oregon City, thought parallel parking on Beavercreek would be dangerous and she thought it should be erased as a possibility. Her main concern was the sewer. The Glenn Oak sewer was already over-taxed and there had been problems in that area. It was already a situation and what was proposed by the development was not in compliance with the Sewer Master Plan. Their cost contribution was 25%, and she questioned who would pay the other 75%.

Paul Edgar, resident of Oregon City, thought if this was approved, it would be appealed to LUBA. He thought it would hurt the citizens of Oregon City. The infrastructure needed to be in place before development occurred and there needed to be a funding plan for the infrastructure. This was not the time for this development to happen.

Christine Kosinski, resident of unincorporated Clackamas County, discussed the final draft of the Beavercreek Road Concept Plan regarding the road improvements that would be made. The City suggested Beavercreek would only be a three lane road, but the Concept Plan stated it would be five lanes. Holly Lane was not part of this development, however this was all about using Holly Lane to save failing Beavercreek and Highway 213. She gave the Commission a handout with the landslides on Holly Lane. Should the City try to widen Holly and the landslides reactivate, the homeowners had no insurance for losses. There were no roads or

infrastructure to support the development. This was why there needed to be a master plan and why the application should not be approved.

Bob Mahoney, resident of Oregon City, said the City was facing a universal problem of not having money for the needed infrastructure. He thought there should be coordination of services and phased development as the project took place. He thought it would be beneficial to the public to phase in large projects. Developers had to recognize that a project this big had to be phased in and it was to their benefit as well.

Mike Mitchell, resident of Oregon City, was concerned that this would only be the beginning of development in the area. The applicant had come to a neighborhood meeting and discussed developing around the intersection of Beaver Creek and Highway 213 which would cause more traffic. They had to look at all of the developments and the traffic they produced. No developer was held responsible for the accumulated affect of all the developments and breaking the intersection. He also questioned who would pay for it.

Mike Mermelstein, Chair of the Caufield Neighborhood Association, said the neighborhood was concerned about the bus barn being moved which would introduce more bus traffic on Beaver Creek. In the long run they would need to do the Beaver Creek Road sewer improvements, and he thought that should be done now rather than later.

Mr. Hultberg and Andrew Brand, applicant, thought the theme of the opposition was long term, big picture problems. These were not issues that could be applied to one single application. There was limited criteria the application had to meet and that was all the City could apply. This property was not required to go through master planning to be developed. There was evidence in the record that there was adequate service for transportation, sewer, and water. Every applicable standard had been met. They were not required to address long term issues.

Mayor Holladay closed the public hearing.

There was discussion regarding a three lane vs. five lane on Beaver Creek and the 75% funding for the capacity improvements. The Commission confirmed there would be no parallel parking on Beaver Creek.

Mayor Holladay thought they should attempt to get enough right-of-way for five lanes on Beaver Creek for future capacity.

A motion was made by Commissioner Shaw, seconded by Commissioner Pauli, to approve Planning File SP 14-01- Beaver Creek Road Live/Work Apartments with the amended conditions and denying the two appeals (Planning Files: AP 14-01 and AP 14-02). The motion carried by the following vote:

Aye: 4 - Commissioner Brian Shaw, Commissioner Rocky Smith, Commissioner Carol Pauli and Mayor Dan Holladay

7. General Business

7a. Personal Services Agreement Between The City of Oregon City and MIG for The Willamette Falls Legacy Project Cultural Landscape / Cultural Resource Report

Mr. Konkol said currently there was a Request for Proposals for the Riverwalk project. The Cultural Resource Landscape Report would help inform the design and

decision making of the Riverwalk. It would be a three phased agreement and would cost \$150,000.

A motion was made by Commissioner Pauli, seconded by Commissioner Shaw, to approve the Personal Services Agreement between the City of Oregon City and MIG for the Willamette Falls Legacy Project Cultural Landscape / Cultural Resource Report. The motion carried by the following vote:

Aye: 4 - Commissioner Brian Shaw, Commissioner Rocky Smith, Commissioner Carol Pauli and Mayor Dan Holladay

8. Consent Agenda

Commissioner Shaw discussed item 8a and how he looked forward to working with the County on the project.

Kattie Riggs, City Recorder, said there was an error in the minutes and she would correct it. Glenn Oak Road had been incorrectly spelled with one n, not two.

A motion was made by Commissioner Smith, seconded by Commissioner Pauli, to approve the Consent Agenda as corrected. The motion carried by the following vote:

Aye: 4 - Commissioner Brian Shaw, Commissioner Rocky Smith, Commissioner Carol Pauli and Mayor Dan Holladay

- 8a.** Intergovernmental Agreement for Oregon City Enterprise Zone Management
- 8b.** 2015-2017 City Commission Biennium Goals and Priorities
- 8c.** OLCC: Liquor License Application-Limited On-Premises Sales, New Outlet; Applying as a Corporation, Sushi Valley Incorporated, 419 Beaver Creek Road, Oregon City, OR 97045.
- 8d.** Minutes of the January 21, 2015 Regular Meeting

9. Communications

a. City Manager

Mr. Frasher said the City's library project was on the cover of the Daily Journal of Commerce and the Willamette Falls Legacy Project was on the cover of MetroScape magazine.

b. Commission

Commissioner Shaw reported on the Library Building Committee meeting and how the project was on schedule. He attended the Chamber Awards Dinner and toured South Fork. He also attended the South Fork Water Board meeting. He would be attending the Cub Scout Blue and Gold Banquet next week.

Commissioner Smith attended a tourism meeting where the Tourism Action Plan was discussed.

c. Mayor

Mayor Holladay attended the Regional Water Provider's Consortium meeting. He was working on redeveloping relationships with the City of Portland. Staff had looked into requiring front and rear bike lights for better visibility of people on bikes at night and found out it was covered under the Motor Vehicle Code. The Police Department would be giving extra attention to the issue. He also attended the 90th anniversary of the Three Rivers VFW Post.

10. Adjournment

Mayor Holladay adjourned the meeting at 8:26 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



City of Oregon City

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

Staff Report

File Number: 15-178

Agenda Date: 3/18/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8h.

From: City Recorder Kattie Riggs

File Type: Minutes

Minutes of the March 4, 2015 Regular Meeting



City of Oregon City

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

Meeting Minutes - Draft City Commission

Dan Holladay, Mayor
Carol Pauli, Commission President
Brian Shaw, Rocky Smith, Jr., Daphne Wuest

Wednesday, March 4, 2015

7:00 PM

Commission Chambers

1. Convene Regular Meeting and Roll Call

Mayor Holladay called the meeting to order at 7:01 PM.

Present: 4 - Commissioner Brian Shaw, Commissioner Rocky Smith, Commissioner Daphne Wuest and Mayor Dan Holladay

Absent: 1 - Commissioner Carol Pauli

Staffers: 11 - City Manager David Frasher, City Attorney William Kabeiseman, Police Chief and Public Safety Director James Band, Public Works Director John Lewis, Community Development Director Tony Konkol, Community Services Director Scott Archer, City Recorder Kattie Riggs, Human Resources Director Jim Loeffler, Finance Director Wyatt Parno, Library Director Maureen Cole and Economic Development Manager Eric Underwood

2. Flag Salute

3. Ceremonies, Proclamations

4. Citizen Comments

Bob Mahoney, resident of Oregon City, suggested the City construct a Peace Plaza for a large public assembly area at the Willamette Falls site. He thought there should be a fountain operating 24 hours a day dedicated to first responders. He also thought there should be a dedicated observation deck for the families of fallen heroes and for those in the military.

Amy Willhite, Chair of the CIC and Gaffney Lane Neighborhood Association, said there were two sides to every story and the CIC had been working hard on revising their bylaws. She thought they had been heading in the same direction and making goals in line with the City Commission. The City had drafted some changes to the bylaws that altered what the CIC had agreed to earlier. She hoped the neighborhood associations could still appoint people to serve on the CIC, and those people would be approved by the Mayor. She asked that the Commission take the CIC and all of the stories into consideration.

Mayor Holladay clarified it was the Charter that said the Mayor shall appoint all committee members.

Kathy Roth, resident of Oregon City, read the First Amendment of the Constitution. By disallowing people to speak at Commission Work Sessions, she thought it went against the right of free speech. Consensus was reached at Work Sessions and

decisions could be made without public input. Historically the CIC was formed by neighborhoods to be informed of land use issues and decisions. No City staff were present and the City Commission did not have a say in any of the proceedings. There were no bylaws or representatives chosen by the Commission. She thought the City should divest itself from any involvement in the CIC and allow it to become a citizen operated organization with first amendment rights.

Barbara Renken, resident of Oregon City, discussed her involvement in the Park Place Neighborhood Association and many other community organizations. She is currently Vice Chair of the Park Place Neighborhood Association and Secretary of the CIC. She had served on the CIC as an appointed representative of the neighborhood. She was concerned about the Mayor making the appointments to the CIC. This had never happened before, and she thought the neighborhood knew better who the best representatives were for them. She welcomed the Commission to come to any CIC or neighborhood association meeting to better understand and listen to citizens.

Bob La Salle, resident of Oregon City, said over the last few months the City Manager, Mayor, and Commission had decided to change how the CIC operated. It had taken many years to get the CIC where it was today, a citizen communication tool. The CIC bylaws had been rewritten and the first draft was done without input from the CIC. The CIC were strong group leaders selected by their neighbors to represent them. These sudden changes without representation had caused turmoil. He suggested offering the CIC reasons for the changes and have the CIC select a sub-committee to speak with the City leaders and staff and come up with a solution.

William Gifford, resident of Oregon City, read the AAA magazine article featuring Oregon City tourist attractions. He thought there should be more publicity pieces like this for the City.

5. Adoption of the Agenda

The agenda was adopted as presented.

6. General Business

6a. Adoption of Findings for the Beavercreek Road Live/Work Apartments Denying the two Appeals (Planning Files AP 14-01 and AP 14-02) and Approving with Conditions Planning File SP 14-01.

Tony Konkol, Community Development Director, said at the last City Commission meeting, the Commission voted 4-0 to deny two appeals of the Community Development Director's approval of SP 14-01. Findings of fact had been brought back supporting that decision. For Beavercreek Road, there would be two 12 foot travel lanes, a 6 foot bike lane, and 6 foot half street for the turn, which left 11 feet in the 47 foot right-of-way for a sidewalk. It did not meet exactly the City's standard for the sidewalk width but they could fit a five lane section within the 47 foot right-of-way.

A motion was made by Commissioner Shaw, seconded by Commissioner Wuest, to adopt the findings for the Beavercreek Road live/work apartments denying the two appeals (Planning Files AP 14-01 and AP 14-02) and approving with conditions Planning File SP 14-01. The motion carried by the following vote:

Aye: 4 - Commissioner Brian Shaw, Commissioner Rocky Smith, Commissioner Daphne Wuest and Mayor Dan Holladay

- 6b.** Ordinance for Introduction, No. 15-1001, Amending the Oregon City Municipal Code to Allow for the Closing of Unnecessary Funds within the Accounting System

Wyatt Parno, Finance Director, said at the last goal setting the Commission had discussed improvements to the financial system, need for transparent financial reporting, and efficiency with public funds. An excessive number of funds was inefficient and he proposed to keep the funds that needed to be segregated for a specific purpose to be separated in accounts instead of in separate funds. He explained some of the changes the Ordinance would make.

A motion was made by Commissioner Wuest, seconded by Commissioner Smith, to approve the first reading of Ordinance No. 15-1001, amending the Oregon City Municipal Code to allow for the closing of unnecessary funds within the accounting system. The motion carried by the following vote:

Aye: 4 - Commissioner Brian Shaw, Commissioner Rocky Smith, Commissioner Daphne Wuest and Mayor Dan Holladay

7. Consent Agenda

A motion was made by Commissioner Shaw, seconded by Commissioner Smith, to approve the consent agenda. The motion carried by the following vote:

Aye: 4 - Commissioner Brian Shaw, Commissioner Rocky Smith, Commissioner Daphne Wuest and Mayor Dan Holladay

- 7a.** Restrictive Covenant Non-Remonstrance Agreements for the Mt Ridge Partition (19565 Apperson) and the Nichols Partition (13778 Lazy Creek Lane, a private road) Projects - City Planning File No. MP14-01 and MP14-02

- 7b.** Resolution No. 15-07, Eligibility to Receive State Shared Revenues

- 7c.** Minutes of the February 10, 2015 Work Session

- 7d.** Minutes of the February 4, 2015 Regular Meeting

8. Communications

a. City Manager

David Frasher, City Manager, said he met with Mayor Holladay and Commissioner Smith to discuss OCCIT grants and tourism allocations. The Downtown Association sent a letter of support for changes to the program to have more transparency and accountability, but were asking that this cycle stay in place as the summer events were coming up quickly and they did not have much time to pursue other strategies.

Mayor Holladay said staff wanted to develop a list of criteria that the City Commission would agree on for a way of scoring that would be fair to everyone. They had discussed not disbursing the funds until the criteria were in place.

Commissioner Smith said there were many heritage groups in the City and for many years there had been discussions on how to get the groups to work together in a way that promoted Oregon City tourism as a whole. The grants made the groups fight over funding for events instead of working together. There had also been discussion regarding the process for how the grants were awarded. The conflict was some of the organizations were relying on the funds for certain events. He questioned if some money could be set aside to get through the summer season and hold the rest until they went through the process.

Mr. Frasher suggested going through the normal cycle this year, and have staff develop criteria and bring it back to the Commission for approval to be used next year.

There was consensus to continue with the normal cycle for this year and award the grants to those the Commission thought were critical, and retain whatever was left to go into a bigger pot to do something later on when the criteria were developed.

William Gifford, resident of Oregon City, thought there was a Charter and bylaws for how the program was administered. Any changes would need to be done through the bylaws and possibly the Charter.

Maureen Cole, Library Director, reported the Historic Review Board unanimously approved the new Library addition with conditions. She then explained the conditions. She announced the Story Walk for Dr. Suess' birthday was a success.

Mr. Konkol gave an update on the Willamette Falls Legacy Project. The Riverwalk RFP had been released and would close on March 11. A selection would be made in May. Approximately 11 million dollars had been secured for construction of the Riverwalk. Staff was also moving forward with the Infrastructure Operation and Maintenance Financing Plan. The Commission approved a Resource Cultural Landscape contract and the first phase of the work was moving forward. Outreach to citizens continued, the website was going to be updated in the spring, and staff would continue providing tours to the site. Staff would be pursuing another Community Development Planning Grant through Metro for a transportation and parking study on the site.

Mr. Frasher said the Budget Committee meetings would soon be starting. The City had decreased premiums for workers compensation six years in a row, and he thanked Jim Loeffler for his work. Hope 360 Pregnancy Clinic had invited the Commission to come to an open house.

b. Commission

Commissioner Shaw was glad a transportation study was going to be done for the Willamette Falls Legacy Project site. He also commended the Library on the Dr. Suess Story Walk. He attended the Parks and Recreation Advisory Committee meeting, Cub Scout Banquet, and Citizen Involvement Council meeting.

Commissioner Smith attended a tourism meeting and Friends of the Ermatinger House meeting. He thanked staff and the Mayor for the candlelight vigil at Clackamette Park for high school students that had been killed in recent car accidents.

c. Mayor

Mayor Holladay had discussed the issue of food carts with the owners of Oregon City Brewing Company. They had decided to work with staff through the process and no food carts were allowed on the property. He met with Portland Mayor Charlie Hales, attended a tourism meeting with Commissioner Smith, met with West Linn City Councilors regarding HB 2800, attended a First Friday planning meeting in Canby, CIC meeting, MPACT meeting, and Cub Scout Banquet. Regarding the CIC, the reason the bylaws needed to be worked out was to have more focus on assisting the City Commission. He thought it would help them all go in the same direction. If someone wanted to meet somewhere else and not have anything under the auspices of the City, he thought that was an option.

9. Adjournment

Mayor Holladay adjourned the meeting at 8:10 PM.

Respectfully submitted,

Kattie Riggs, City Recorder

ENTERED INTO THE RECORD

DATE RECEIVED: 3/18/15

SUBMITTED BY: Wyatt Parno

SUBJECT: Item 6a

Oregon City
Request for Budget Adjustment
2013-2015 Budget Adjustment 4

Item 6a
Clerical correction

Description	Account	Original Budget	Increase	Decrease	Revised Budget
Close Unnecessary Funds to the General Fund and Reallocate to Restricted Divisions and Accounts as Required					
Cable TV					
ROW Usage Charges	R 409-200-214	\$ 296,000	\$ 106,100	\$ -	\$ 402,100
Contingency	E 409-200-888	\$ 193,900	\$ -	\$ 193,900	\$ -
Transfers Out	E 409-200-976	\$ -	\$ 300,000	\$ -	\$ 300,000
Civic Improvement Trust					
Beginning Fund Balance	R 331-200-911	\$ 6,000	\$ 20,195	\$ -	\$ 26,195
Hotel/Motel Tax Receipts	R 331-200-781	\$ 122,000	\$ 173,805	\$ -	\$ 295,805
Contingency	E 331-200-888	\$ 6,000	\$ -	\$ 6,000	\$ -
Transfers Out	E 331-200-976	\$ -	\$ 200,000	\$ -	\$ 200,000
Business Development					
Beginning Fund Balance	R 332-200-911	\$ 13,825	\$ 14,028	\$ -	\$ 27,853
Business Licenses	R 332-200-411	\$ 100,000	\$ 32,397	\$ -	\$ 132,397
Contingency	E 332-200-888	\$ 13,575	\$ -	\$ 13,575	\$ -
Transfers Out	E 332-200-976	\$ -	\$ 60,000	\$ -	\$ 60,000
Economic Improvement District					
Beginning Fund Balance	R 338-200-911	\$ 250	\$ 4,805	\$ -	\$ 5,055
Business Licenses	R 338-200-895	\$ 230,000	\$ 4,695	\$ -	\$ 234,695
Contingency	E 338-200-888	\$ 500	\$ -	\$ 500	\$ -
Transfers Out	E 338-200-976	\$ -	\$ 10,000	\$ -	\$ 10,000
Solid Waste Enhancement					
Beginning Fund Balance	R 341-200-911	\$ 54,414	\$ 28,773	\$ -	\$ 83,187
Intergovernmental Revenue	R 341-200-351	\$ 240,000	\$ 125,813	\$ -	\$ 365,813
Contingency	E 341-200-888	\$ 45,414	\$ -	\$ 45,414	\$ -
Transfers Out	E 341-199-976	\$ -	\$ 200,000	\$ -	\$ 200,000
Police Services Reserve					
Beginning Fund Balance	R 307-171-911	\$ 603,600	\$ 25,786	\$ -	\$ 629,386
Permit Revenue	R 307-171-411	\$ 330,000	\$ 135,364	\$ -	\$ 465,364
Contingency	E 307-171-888	\$ 138,850	\$ -	\$ 138,850	\$ -
Transfers Out	E 307-171-976	\$ -	\$ 300,000	\$ -	\$ 300,000
City Cleanup					
Garbage Franchise Revenue	R 315-199-231	\$ 387,000	\$ 173,173	\$ -	\$ 560,173
Contingency	E 315-199-888	\$ 76,827	\$ -	\$ 76,827	\$ -
Transfers Out	E 315-199-976	\$ -	\$ 250,000	\$ -	\$ 250,000
Downtown Parking					
Charges for Services	R 321-200-525	\$ 570,350	\$ 390,365	\$ -	\$ 960,715
Contingency	E 321-200-888	\$ 9,635	\$ -	\$ 9,635	\$ -
Transfers Out	E 321-200-976	\$ -	\$ 400,000	\$ -	\$ 400,000
Code Enforcement					
Fines & Penalties	R 354-200-612	\$ 20,000	\$ 96,749	\$ -	\$ 116,749
Contingency	E 354-200-888	\$ 3,251	\$ -	\$ 3,251	\$ -
Transfers Out	E 354-200-976	\$ -	\$ 100,000	\$ -	\$ 100,000
Endowment Care					
Beginning Fund Balance	R 605-172-911	\$ 104,470	\$ 4,430	\$ -	\$ 108,900
Contingency	E 605-172-871	\$ 105,570	\$ -	\$ 105,570	\$ -
Transfers Out	E 605-172-976	\$ -	\$ 110,000	\$ -	\$ 110,000
Parks & Recreation Trust					
Beginning Fund Balance	R 608-200-911	\$ 188,000	\$ 36,195	\$ -	\$ 224,195
Donations	R 608-200-773	\$ 30,000	\$ 120,805	\$ -	\$ 150,805
Contingency	R 608-200-888	\$ 193,000	\$ -	\$ 193,000	\$ -
Transfers Out	E 608-200-976	\$ -	\$ 350,000	\$ -	\$ 350,000
General Fund					