



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., Renate Mengelberg

Wednesday, December 16, 2015

7:00 PM

Commission Chambers

REVISED

5:45 PM - EXECUTIVE SESSION OF THE CITY COMMISSION

The Executive Session will be held in the Clackamas River Conference upstairs at City Hall.

Pursuant to ORS 192.660(2)(a): To consider the employment of a public officer, employee, staff member or individual agent.

Pursuant to ORS 192.660(2)(f): To consider information or records that are exempt by law from public inspection.

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.

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.

**Please Note: Any Executive Session items not complete before 6:45 PM will be continued to immediately follow the regular meeting of the City Commission.*

7:00 PM - REGULAR MEETING OF THE CITY COMMISSION

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. [PC 15-241](#) Request for Continuance: Historic Properties, LLC Application at Maplelane Road and Highway 213: Planning files ZC 15-03: Zone Change and PZ 15-01: Comprehensive Plan Amendment
Sponsors: Community Development Director Tony Konkol
Attachments: [Staff Report](#)
- 6b. [PC 15-243](#) Request for Continuance: Providence Willamette Falls Medical Center, Planning Files ZC 15-04: Zone Change, PZ 15-02: Amendment to the Comprehensive Plan and CP 15-02: Master Plan Amendment
Sponsors: Community Development Director Tony Konkol
Attachments: [Staff Report](#)

7. General Business

- 7a. [15-685](#) Public Improvements Agreement Between the City of Oregon City and Developer at 19308 Leland Road
Sponsors: Public Works Director John Lewis
Attachments: [Staff Report](#)
[Public Improvements Agreement](#)
[Exhibit A - List of Public Improvements and Phases](#)
[Exhibit B - Location of Public Improvements & Phases](#)
[Vicinity Map](#)
- 7b. [15-679](#) Award of Personal Services Agreement for the Design and Bid Phase Services for the Linn Avenue Sanitary Sewer Replacement Project
Sponsors: Public Works Director John Lewis
Attachments: [Staff Report](#)
[Contract Agreement](#)
[Vicinity Map](#)
- 7c. [15-694](#) Public Improvement Contract with North Sky Communications, Inc. to Design and Install Fiber Optic Cable to serve the Swimming Pool and Cemetery Facilities
Sponsors: Community Development Director Tony Konkol
Attachments: [Staff Report](#)
[Contract Agreement](#)
[Vicinity Map](#)

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. [15-678](#) Resolution No. 15-37 Adopting the Public Works Engineering Fees

Schedule and Establishing an Annual Adjustment

Sponsors: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Resolution No. 15-37](#)

[Exhibit A - 2016 Public Works Engineering Fees Schedule](#)

- 8b. [15-686](#) Deed of Dedication for a Section of Meyers Road at High School Avenue

Sponsors: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Deed Dedication and Exhibit A & B](#)

[Vicinity Map](#)

- 8c. [15-682](#) Economic Development Incentive Program Guidelines

Sponsors: Economic Development Manager Eric Underwood

Attachments: [Staff Report](#)

[OC EDIP Guidelines](#)

- 8d. [15-691](#) Minutes of the November 3, 2015 Special Work Session

Sponsors: City Recorder Kattie Riggs

Attachments: [Minutes of 11/03/15 Special Work Session](#)

- 8e. [15-692](#) Minutes of the November 10, 2015 Joint Work Session with the Natural Resources Committee

Sponsors: City Recorder Kattie Riggs

Attachments: [Minutes of 11/10/15 Joint Work Session with the NRC](#)

- 8f. [15-690](#) Minutes of the November 10, 2015 Work Session

Sponsors: City Recorder Kattie Riggs

Attachments: [Minutes of 11/10/15 Work Session](#)

- 8g. [15-693](#) Minutes of the November 18, 2015 Regular Meeting

Sponsors: City Recorder Kattie Riggs

Attachments: [Minutes of 11/18/2015](#)

- 8h. [15-689](#) Minutes of the December 2, 2015 Regular Meeting

Sponsors: City Recorder Kattie Riggs

Attachments: [Minutes of 12/02/2015](#)

9. Communications

a. City Manager

b. Commission

c. Mayor[15-676](#)

Appointment of Citizen Involvement Committee (CIC) Members

Attachments: [Staff Report](#)[Chapter 2.30 of the Oregon City Municipal Code](#)**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

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Staff Report

File Number: PC 15-241

Agenda Date: 12/16/2015

Status: Public Hearing

To: City Commission

Agenda #: 6a.

From: Community Development Director Tony Konkol

File Type: Land Use Item

SUBJECT:

Request for Continuance: Historic Properties, LLC Application at Maplelane Road and Highway 213: Planning files ZC 15-03: Zone Change and PZ 15-01: Comprehensive Plan Amendment

RECOMMENDED ACTION (Motion):

Staff recommends the City Commission take public testimony and continue the public hearing for files ZC 15-03 and PZ 15-01 to the February 17, 2016 City Commission hearing.

BACKGROUND:

The applicant is seeking approval for a Zone Change from "R-3.5" Dwelling District, "R-6" Single-Family Dwelling District and "R-10" Single-Family Dwelling District to "MUC-2" Mixed-Use Corridor 2 and an amendment to the Comprehensive Plan Map from Low Density Residential and Medium Density Residential to "MUC" Mixed Use Corridor for property located near Beaver Creek Road, Maplelane Road and Highway 213.

City staff did not provide proper notice of the application to DLCD and requests the City Commission continue the applications to the February 17, 2016 City Commission hearing to allow the applications to be renoticed to all required parties. The applicant has granted an extension to the 120 day date.



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Staff Report

File Number: PC 15-243

Agenda Date: 12/16/2015

Status: Public Hearing

To: City Commission

Agenda #: 6b.

From: Community Development Director Tony Konkol

File Type: Land Use Item

SUBJECT:

Request for Continuance: Providence Willamette Falls Medical Center, Planning Files ZC 15-04: Zone Change, PZ 15-02: Amendment to the Comprehensive Plan and CP 15-02: Master Plan Amendment

RECOMMENDED ACTION (Motion):

Staff recommends the City Commission take public testimony and then continue the public hearing for files ZC 15-04, PZ 15-02 and CP 15-02 to the February 17, 2016 City Commission hearing.

BACKGROUND:

Providence Willamette Falls Medical Center is seeking to amend a previously approved Concept (Master Plan) as well as the Comprehensive Plan Map and Zoning Map for two properties (approximately 0.5 acre) from Low Density Residential/"R-6" Single-family Dwelling District to Mixed Use Employment/"MUE" Mixed Use Employment District. The Master Plan amendment includes:

1. Expanding the Master Plan boundary approximately one acre
2. Consolidating two medical office buildings into one and reducing the square footage of the facility
3. Amending the phasing plan by removing references to Phase 3 and allow the project previously identified in Phase 3 to be constructed in Phase 2. All remaining development projects may occur in any order during existing Phase 2 (Years 2012 - 2021).

City staff did not provided proper notice of the application to Metro or DLCD and requests the Planning Commission continue the applications to the February 17, 2016 City Commission hearing to allow the application to be renoticed to all required parties. The applicant has granted an extension to the 120 day date.



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Staff Report

File Number: 15-685

Agenda Date: 12/16/2015

Status: Agenda Ready

To: City Commission

Agenda #: 7a.

From: Public Works Director John Lewis

File Type: Report

SUBJECT:

Public Improvements Agreement Between the City of Oregon City and Developer at 19308 Leland Road

RECOMMENDED ACTION (Motion):

Approve Public Improvements Agreement between the City of Oregon City and Developer, Deborah Derusha for public facilities at 19308 Leland Road.

BACKGROUND:

Developer, Deborah Derusha, is the owner and developer of certain real property located in the City of Oregon City, 19308 Leland Road. Developer will be developing the property into two parcels with the parcels sized for the lot density required of its zoning designation R-8 single family dwelling district. The Developer and City conducted a pre-application conference for the Development where recommended conditions of approval were identified and the Developer requested the City to approve a vacation of a portion of Prospector Terrace, also known as Haven Road, for facilitating compliance with R-8 lot density requirements.

The Developer's street vacation request was approved and resolved by the City through the adoption of Resolution No. 15-21. The street vacation provides the additional area required for the Development to comply with R-8 lot density. With the street vacation and the planned Development for partitioning into two parcels, the City requires public improvements consistent with the improvements identified in the pre-application conference and meeting(s) with the Developer.

The Developer plans to develop the Development in two phases with the first phase constructing one single family residential dwelling unit and the second phase partitioning the property and constructing the second single family residential dwelling unit. The Public Improvements Agreement identifies the public facilities that the Developer agrees to construct with each phase of the Development. Exhibit A of the agreement, lists the public improvements and associated phases. Exhibit B depicts the location of the phased public improvements.



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File Number: 15-685

Agenda Date: 12/16/2015

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Agenda #: 7a.

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The Developer plans to develop the Development in two phases with the first phase constructing one single family residential dwelling unit and the second phase partitioning the property and constructing the second single family residential dwelling unit. The Public Improvements Agreement identifies the public facilities that the Developer agrees to construct with each phase of the Development. Exhibit A of the agreement, lists the public improvements and associated phases. Exhibit B depicts the location of the phased public improvements.

Map No.: 3-2E-07DB
Tax Lot: 00200
City File No.: PA15-10, BB-15-0384

PUBLIC IMPROVEMENTS AGREEMENT

THIS PUBLIC IMPROVEMENTS AGREEMENT (“Agreement”) is made this _____ day of _____, 2015, between DEBORAH E. DERUSHA (“Developer”) and the CITY OF OREGON CITY, a municipal corporation of the State of Oregon formed pursuant to ORS Chapter 457 (the “City”).

RECITALS

- A. Developer is the owner and developer of certain real property located in the City of Oregon City, Clackamas County, Oregon, as depicted on the Clackamas County Plat Records, Plat No. 815, as Lot 2, Block 1, “Leland Haven” subdivision, also known as taxlot number 00200 on map 3-2E-07DB, and as TWO PARCEL PARTITION, 19308 LELAND ROAD, OREGON CITY, OREGON (the “Development”).
- B. Developer will develop the Development by partitioning the property into two parcels with the parcels sized for the lot density required of its zoning designation R-8 single family dwelling district. Developer and City conducted pre-application conference for the Development, recommended conditions of approval were identified, and Developer requested the City to approve a vacation of a portion of Prospector Terrace, also known as Haven Road, for facilitating compliance with R-8 lot density requirements.
- C. Developer’s street vacation request was approved and resolved by the City through the adoption of Resolution No. 15-21. The street vacation provides the additional area required for the Development to comply with R-8 lot density. With the street vacation and the planned Development for partitioning into two parcels, the City requires public improvements consistent with the improvements identified in the pre-application conference and meeting(s) with Developer.
- D. Developer will develop the Development in two phases with the first phase constructing one single family residential dwelling unit and the second phase partitioning the property and constructing the second single family residential dwelling unit. As a condition for issuance of development permit(s), the City requires construction of certain public improvements, the “Public Facilities”, as identified in the pre-application conference and meeting(s) with Developer, and more particularly described in Exhibit A.
- E. Developer will construct the Public Facilities in two phases more particularly described in Exhibit A and depicted in Exhibit B.
- F. Developer will sign a Restrictive Covenant Non-Remonstrance Agreement pursuant to the City of Oregon City Ordinance No. 00-1014, waiving any and all right to remonstrate

against the formation of a Local Improvement District (LID) by the City of Oregon City (City) for the purpose of making sanitary sewer, storm sewer, water or street improvements that benefit the Property and assessing the cost to benefited properties pursuant to the City's capital improvement regulations in effect at the time of such improvement.

- G. This Agreement is entered into in consideration of the Developer's obligation to construct the Public Facilities required as a condition of the Development permit approvals.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. **Incorporation of Recitals.** The above Recitals are not mere recitals but are intended by the parties to be contractual in nature and, therefore, are incorporated herein by this reference.
2. **Construct Public Facilities.** Developer shall construct Public Facilities as described in Exhibit A in two phases with Development, and be responsible for design and construction costs of Public Facilities covered by this agreement. Public Facilities shall be subject to City design and construction standards in effect at time of permit approval(s).
3. **Restrictive Covenant.** Developer shall sign a Restrictive Covenant Non-Remonstrance Agreement pursuant to the City of Oregon City Ordinance No. 00-1014, and be responsible for the document recording fees.
4. **Developer Obligation.** In addition to the sections 2 and 3 described above, Developer agrees to sign agreement prior to City's permit approval(s) for the Development.
5. **Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred in the trial court and in the appeal therefrom. The term "action" shall be deemed to include action commenced in the bankruptcy courts of the United States and any other court of general or limited jurisdiction.
6. **Assignment.** The obligations of Developer under this Agreement may not be assigned except (a) in connection with the sale of the property owned by such person (in which case the transferee will be deemed to assume such obligations), and (b) with the prior written consent of the City.
7. **Authority.** If Developer is an entity, the individual executing this Agreement on behalf of Developer represents and warrants to the City that he or she has the full power and authority to do so and that Developer has full right and authority to enter into this Agreement and perform its obligations under this Agreement.

IN WITNESS WHEREOF, Developer and the City have executed this instrument on the date first written above.

[Signature Page Follows]

<p>DEVELOPER:</p> <p>_____</p> <p>By: _____</p> <p>_____ (type of authority)</p>	<p>CITY OF OREGON CITY</p> <p>Accepted on behalf of the City of Oregon City on the condition that the covenant conveyed is free and clear from taxes, liens, and encumbrances.</p> <p>_____</p> <p>By: _____ <div style="text-align: center;">City Manager</div></p> <p>By: _____ <div style="text-align: center;">Public Works Director</div></p>
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CITY – City of Oregon City

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____ by _____
(date)
_____ as _____
(name(s) of person(s)) (type of authority; e.g., officer, trustee, etc.)

of the City of Oregon City.

(Signature of notarial officer)

Notary Public for State of Oregon
My Commission Expires: _____

DEVELOPER

STATE OF OREGON)

) ss.

County of Clackamas)

This instrument was acknowledged before me on _____ by
(date)

_____ as _____
(name(s) of person(s)) (type of authority; e.g., owner, officer, trustee, etc.)

of _____.
(name of party on behalf of whom instrument was executed)

(Signature of notarial officer)

Notary Public for State of Oregon

My Commission Expires: _____

EXHIBIT A

PUBLIC FACILITIES

GENERAL REQUIREMENTS FOR PUBLIC IMPROVEMENTS

1. Design and construct public improvements in compliance with City of Oregon City Public Works Design and Construction Standards, including compliance with engineering policies in effect at time of development permit approvals.
2. Comply with all Federal, State and local laws as applicable for the Development and public improvements.
3. Provide Erosion Prevention and Sedimentation Control Plan(s) in compliance with City standards prior to permit approval(s).
4. Provide Residential Lot Grading Plan(s) in compliance with City standards prior to permit approvals.
5. Provide Stormwater Management Plan and Report in compliance with City standards prior to permit approvals.

PHASE 1 Public Improvement Requirements

1. Street Improvements on Leland Road:
 - a. Dedicate public right-of-way (ROW) to provide 35 feet from Leland Road centerline to southeasterly ROW line, providing for 25-foot width of pavement from centerline, 4.5-foot wide landscape strip (includes 0.5-foot curb width), curb and gutter, 5-foot wide sidewalk and 0.5-foot public access strip. ROW dedication shall be across northwesterly boundary of Parcel 1 of the Development, Parcel 1 being the most northerly parcel of the Development's two-lot partition, including across the street vacation area formerly known as Prospector Terrace prior to the street vacation.
 - b. Grant 10-foot wide Public Utility Easement (PUE) along Leland Road frontage across the northwestern property boundary of Parcel 1 including the street vacation area.
 - c. Construct street improvements across Parcel 1 and street vacation area to a point five (5) feet south of pedestrian path, including:
 - i. Construct complete pavement section from edge of existing pavement to curb and gutter with transitions as required for drainage and to comply with street and stormwater design standards, including pavement cut standards.
 - ii. Construct curb and gutter, 4.5-foot wide landscape strip (includes 0.5-foot curb width) with street trees, 5-foot wide sidewalk, 0.5-foot public access strip, and standard residential driveway approach.
 - iii. Construct street light system with conduits and utility vaults in compliance with applicable standards.
 - iv. Obtain applicable construction permit(s).
2. Stormwater Improvements:
 - a. Comply with stormwater standards for the Development and public improvements.
 - b. Provide drainage provisions and construct improvements as required in Leland Road to ensure conveyance of stormwater to the unimproved ditch for both new and existing impervious areas.

PHASE 2 Public Improvement Requirements

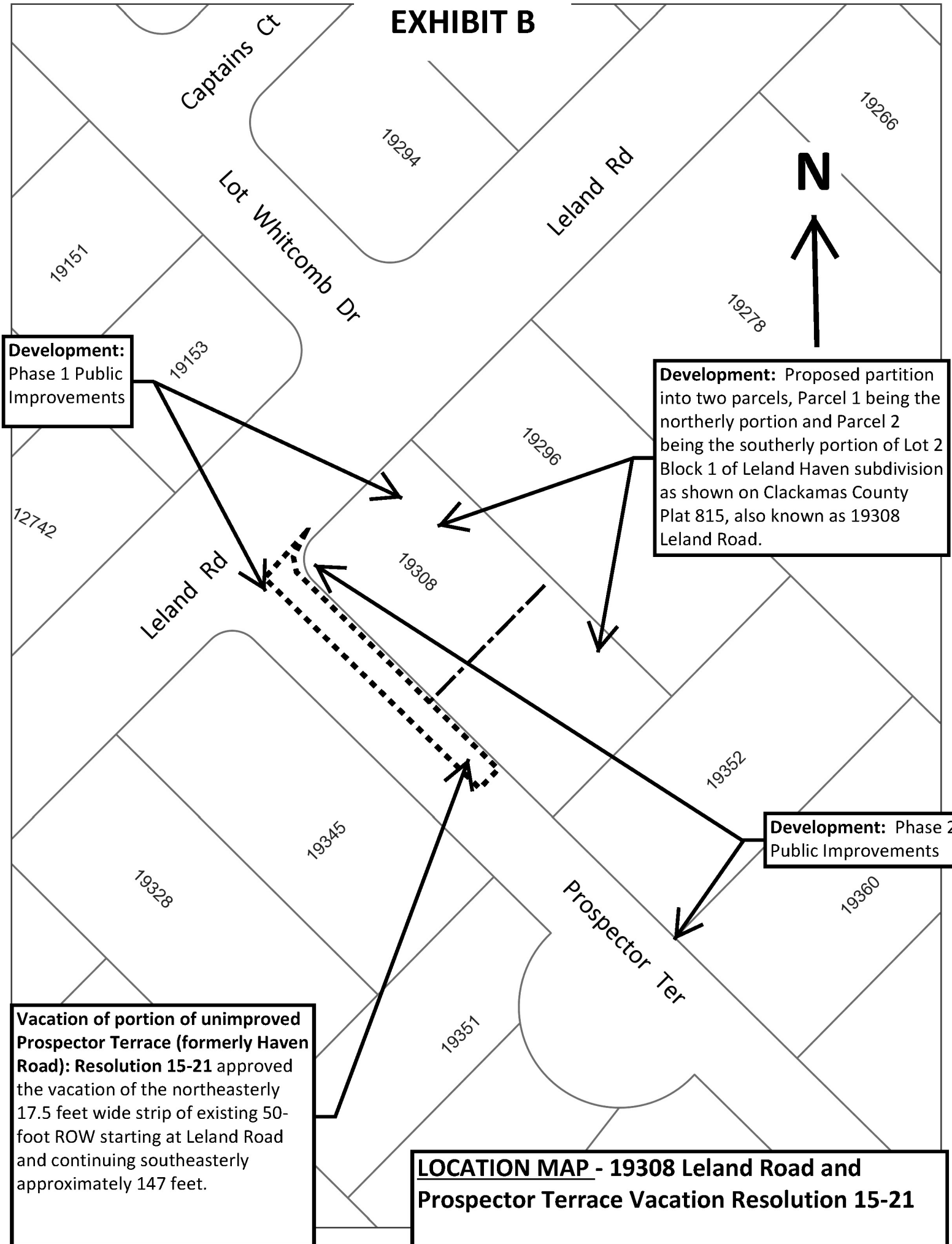
1. Street Improvements on Prospector Terrace:

- a. Dedicate public right-of-way (ROW) to provide 25 feet from Prospector Terrace centerline to northeasterly ROW line, providing for 16-foot width of pavement from centerline, 3.5-foot wide landscape strip (includes 0.5-foot curb width), curb and gutter, 5-foot wide sidewalk and 0.5-foot public access strip. ROW dedication shall be across a portion of the southwesterly boundary of Parcel 2 of the Development, Parcel 2 being the most southerly parcel of the Development's two-lot partition, and across the existing property at 19352 Prospector Terrace, more particularly described as taxlot 300, map 3-2E-07DB, and also known as Lot 3, Block 1, of Leland Haven subdivision.
- b. Grant 10-foot wide Public Utility Easement (PUE) along Prospector Terrace frontage on southerly portion of Parcel 2 and on 19352 Prospector Terrace.
- c. Construct street improvements along the Prospector Terrace frontage from the southerly end of the street vacation, continuing southeasterly along a portion of Parcel 2 to the southerly corner of existing property at 19352 Prospector Terrace where transition is made to existing street improvements, including:
 - ii. Construct complete pavement section from edge of existing pavement to curb and gutter with transitions as required for drainage and to comply with street and stormwater design standards, including pavement cut standards.
 - iii. Construct curb and gutter, 3.5-foot wide landscape strip (includes 0.5-foot curb width) with street trees, 5-foot wide sidewalk, 0.5-foot public access strip, and standard residential driveway approaches for Parcel 2 and 19352 Prospector Terrace.
 - iv. Construct street light system with conduits and utility vaults in compliance with applicable standards.
 - v. Obtain applicable construction permit(s).

3. Public Pedestrian Path Improvements on the street vacation area and unimproved Prospector Terrace public right-of-way:

- a. Construct pedestrian path accessway in compliance with city code *OCMC 12.04.199 – Pedestrian and bicycle accessways*.
- b. Accessway shall have a fifteen-foot-wide right-of-way with a seven-foot wide paved surface between a five-foot planter strip and a three-foot planter strip.
- c. Street lighting shall be provided at both entrances, one on Leland Rd side and one on Prospector Terrace side of path.
- d. Construct landscaping in compliance with *OCMC 12.04.199*.

EXHIBIT B



Oregon City GIS Map

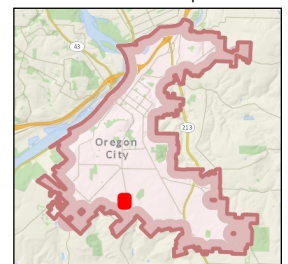


- Legend**
- Taxlots
 - Taxlots (Outside UGB)
 - Unimproved ROW
 - City Limits
 - UGB
 - Basemap

19308 Leland Road

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.



0 104 Feet
1: 1,254

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PO Box 3040
625 Center St
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OR 97045
(503) 657-0891
www.oregoncity.org





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Staff Report

File Number: 15-679

Agenda Date: 12/16/2015

Status: Agenda Ready

To: City Commission

Agenda #: 7b.

From: Public Works Director John Lewis

File Type: Contract

SUBJECT:

Award of Personal Services Agreement for the Design and Bid Phase Services for the Linn Avenue Sanitary Sewer Replacement Project

Recommendation Action (Motion) Recommendations:

Authorize the City Manager to execute the Contract Agreement with Wallis Engineering, PLLC in the amount of \$233,575.00 to provide engineering design and construction bidding services for the Linn Avenue Sanitary Sewer Replacement Project.

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 identified four areas within the City's existing sanitary sewer collection system which currently have capacity deficiencies during wet weather. Based upon reasonably available information, the findings of the SSMP demonstrated the need for a moratorium in these areas as required by ORS 197,520(2). The Linn Avenue basin was one of the moratorium areas identified. The completion of the construction of this sewer project will allow the Linn Avenue sewer moratorium to be lifted.

The Linn Avenue Sewer Project is located in the Linn Avenue, Leland Road, and Meyers Road Corridor Plan area, which completed concept design in 2015. In addition to design and bid phase services for the sewer project, the proposed design contract would perform 30% design development of the roadway corridor improvements within the area of the sewer project in order to guide the most effective implementation of the sewer replacement. Elements of the corridor project which will affect both the street and sewer improvements include future retaining walls, future street widening and alignment changes, and correct location of street rights-of-way. Design effort expended as part of this project will be a useful basis for the final design of the eventual corridor improvements.

Wallis Engineering is one of five firms currently on the City's prequalified consultant short-list for Utility Infrastructure Improvements which was agreed to by the City Commission at their meeting on January 21, 2015. The City has negotiated a fee proposal with Wallis Engineering, PLLC for design and bid phase services.

Budgets Impact: \$233,575.00

FY(s): 2015/16 and 2016/17

Budget Impact - Funding Source: Sewer Fund, Street SDC



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Award of Personal Services Agreement for the Design and Bid Phase Services for the Linn Avenue Sanitary Sewer Replacement Project

Recommendation Action (Motion) Recommendations:

Authorize the City Manager to execute the Contract Agreement with Wallis Engineering, PLLC in the amount of \$233,575.00 to provide engineering design and construction bidding services for the Linn Avenue Sanitary Sewer Replacement Project.

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 identified four areas within the City's existing sanitary sewer collection system which currently have capacity deficiencies during wet weather. Based upon reasonably available information, the findings of the SSMP demonstrated the need for a moratorium in these areas as required by ORS 197,520(2). The Linn Avenue basin was one of the moratorium areas identified. The completion of the construction of this sewer project will allow the Linn Avenue sewer moratorium to be lifted.

The Linn Avenue Sewer Project is located in the Linn Avenue, Leland Road, and Meyers Road Corridor Plan area, which completed concept design in 2015. In addition to design and bid phase services for the sewer project, the proposed design contract would perform 30% design development of the roadway corridor improvements within the area of the sewer project in order to guide the most effective implementation of the sewer replacement. Elements of the corridor project which will affect both the street and sewer improvements include future retaining walls, future street widening and alignment changes, and correct location of street rights-of-way. Design effort expended as part of this project will be a useful basis for the final design of the eventual corridor improvements.

Wallis Engineering is one of five firms currently on the City's prequalified consultant short-list for Utility Infrastructure Improvements which was agreed to by the City Commission at their meeting on January 21, 2015. The City has negotiated a fee proposal with Wallis Engineering, PLLC for design and bid phase services.

Budgets Impact: \$233,575.00

FY(s): 2015/16 and 2016/17

Budget Impact - Funding Source: Sewer Fund, Street SDC

OREGON CITY PUBLIC WORKS PERSONAL SERVICES AGREEMENT

Linn Avenue Sanitary Sewer Replacement (CI 15-018)

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

CITY OF OREGON CITY ("City")

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: John M. Lewis, Public Works Dir.

and

WALLIS ENGINEERING, PLLC, LLC
("Consultant")

Wallis Engineering, PLLC, LLC
215 W. 4th Street, Suite 200
Vancouver, WA 98660

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 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 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 **two hundred thirty-three thousand five hundred seventy-five and 00/100 dollars (\$233,575.00)**.

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 _____, 20__.

CITY OF OREGON CITY

WALLIS ENGINEERING, PLLC, LLC

By: _____

John M. Lewis

Title: Public Works Director

DATED: _____, 2015.

By: _____

Title: _____

DATED: _____, 20__.

By: _____

Anthony J. Konkol III

Title: Interim City Manager

DATED: _____, 2015.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: 12/16/15

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

PDX_DOCS:309433.2 [34758-00100]
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WALLIS ENGINEERING
EXHIBIT A – SCOPE OF WORK

City of Oregon City
Linn Avenue Sanitary Sewer Replacement
November 2015
WE #1405A

GENERAL SCOPE OF PROJECT

The City of Oregon City is looking to resolve capacity issues within the sanitary sewer on Linn Avenue between Charman Street and Jackson Street that was identified in the City's 2014 General Sewer Plan prepared by Brown and Caldwell. Per this evaluation, the capacity issues associated with this sewer line result in overflows to the system. The existing sanitary sewer pipe is 12inch concrete sewer pipe. The Sewer Master Plan recommended upsizing of the sanitary sewer system to 15" for 230 feet from Manhole 11546 to 11547 and 356 feet from Manhole 11832 to 11564. Per City GIS, the existing sanitary sewer currently runs across private property East of Linn Avenue.

This section of roadway was studied for reconstruction and realignment as part of the recently completed Linn Avenue Corridor Study. The topography in this area is steep and is located within one of the City's geologic hazard areas. The corridor plan recommended the construction of a retaining wall along the East side of Linn Avenue to accommodate roadway widening. Since the existing sanitary sewer also extends along the East side of the roadway, the City wants to identify any future issues that may result between the walls, sanitary sewer, and right of way boundaries. Therefore, a part of this project includes a complete topographic and property survey, preparation of 30% plans for the roadway reconstruction to identify the extents of the future road, and design of sanitary sewer replacements to alleviate capacity constraints and conflicts with future road improvements. This will require geotechnical investigation and structural analysis to determine the type of wall installation most appropriate to this location. Previous water line work on Linn Avenue discovered wood beams installed below roadway subgrade in possible conflict with sewer replacement work. Design efforts will take into account impacts to this structure.

Sub-consultants for this project include Geotechnical Resources, Inc. (GRI) for geotechnical services, Compass Engineering Inc. for survey, Iron Horse for Sanitary Sewer TV and lateral launch and RS Engineering for structural analysis. Roles and responsibilities for Wallis Engineering and each of these subs are shown in the table below.

Consultant	Responsibilities
Wallis Engineering	Task 1 – Project Management and Administration Task 2 – Data Collection and Evaluation Task 3 – Preliminary Design Task 4 – Plans, Specifications, and Estimate (PS&E) Development Task 5 – Bid Phase Services
Compass Engineering, Inc.	Task 2 – Data Collection

Iron Horse	Task 2 – Data Collection
Geotechnical Resources, Inc. (GRI)	Task 2 – Data Collection Task 3 – Preliminary Design
RS Engineering	Task 3 – Preliminary Design

A preliminary project schedule is shown and will be refined at project start-up.

Project Phase	Anticipated Period / Date
Estimated Project Start (NTP)	December 12, 2015
Data Collection	December 2015 – January 2016
30% Design / Preliminary Design Report	January 2015 – March 2016
90% PS&E	April 2016
Final PS&E	May 2016
Bidding	June, 2016
Construction	August, 2016

SPECIFIC SCOPE OF WORK

Task 1 Project Management and Administration

Task 1 Objective. Manage, administer and provide ongoing coordination for the project. This task includes technical and financial management, and liaison with City staff.

1.1 Project Kick-Off Meeting. Meet with City staff and stake holders' representatives to introduce the project, identify contacts and roles, discuss objectives, and decision points. An agenda and meeting summary will be provided.

1.2 Project management and coordination:

- 1.3.1 Provide comprehensive project management to ensure the scope, schedule and budget are met. Provide a point contact person for the City while coordinating with the project team.
- 1.3.2 Schedule and participate in bi-weekly design phase coordination conference calls with the City Project Manager and other staff at their request. These would be in additional meetings outlined in tasks below.
- 1.3.3 Provide maintenance of a comprehensive schedule with individual task milestones, task duration, individual responsibilities of sub consultants and City staff, agencies, and utilities.
- 1.3.4 Monthly progress reports will be submitted with invoices. Monthly progress reports will include task level budget status and schedule status. Billings will include staff, title, hourly rate, and hours charged to the project.

Task 1 Deliverables:

- Draft and final scope of work.

- Bi-weekly phone conference calls.
- Monthly progress reports will be submitted with invoices.

Task 1 Assumptions:

- The project is assumed to be completed in August 2016.

Task 2: Data Collection

Task 2 Objective. Collect data to support decision-making and assist with mapping as described below.

Task 2 Approach:

- 2.1 Review background information.*** Review utility mapping and as-builts from City GIS. Review modeling information and recommendations from Sanitary Sewer Master plan documents.
- 2.2 Video Inspect Sewer Main and Laterals.*** Iron Horse will video inspect approximately 3200 LF of 8 and 12-inch sanitary sewer main. In addition, 16 laterals along the project area will be video inspected and located using an electronic sonde at the sewer main and at the property line or building face. The video inspection will be recorded in color on a DVD and in a written report.
- 2.3 Manhole Condition Inspection.*** A visual inspection of the existing manholes will be conducted from the surface. The condition of each manhole will be photographed and documented in a condition summary noting manholes that may require further inspection.
- 2.4 Topographic survey.*** A topographic survey will be performed over the length of the project area from Charman Street to Jackson Street. See the surveyor scope in Exhibit C for additional details.
- 2.5 Right of Way Resolution.*** The survey will determine right of way lines for the properties fronting Linn Avenue on both the East and West sides of the roadway from Charman Street to Jackson Street. See the surveyor scope in Exhibit C for additional details.
- 2.6 Geotechnical evaluation.*** GRI will conduct a geotechnical investigation including five borings within Linn Avenue. Laboratory tests will be conducted on the samples and a geotechnical report with engineering analysis and recommendations will be prepared. See GRI scope in Exhibit D for additional details.

Task 2 Deliverables:

- Topographic survey in hard copy and AutoCAD format.
- Digital video of sanitary sewer main and laterals.
- Property survey.
- Draft and Final Geotechnical report.
- Traffic control along Linn Avenue will be one lane closure with flagging provided by each sub-consultant.

Task 3: Preliminary Design

Task 3 Objective. Prepare preliminary roadway widening and wall designs. Prepare preliminary sanitary sewer replacement drawings and technical memorandum summarizing final design criteria.

Task 3 Approach:

3.1 Preliminary Corridor Design plans. Preliminary design drawings will be prepared of the Linn Avenue widening and realignment as shown in the final corridor plan. The plans will include the following:

- a. Linn Avenue plan and profile -** Based upon topographic survey information obtained in Task 2, Wallis Engineering will prepare preliminary plan and profile drawings for proposed roadway improvements. Roadway superelevation design will be incorporated into the preliminary plan and profile design. Autoturn will be run on Linn avenue to determine areas where widening may be required. A civil 3d corridor will be prepared for use in preparing cross sections of the proposed improvements as they related to the utility lines. Driveway profiles will be checked to ensure constructability.
- b. Pearl Street plan and profile-** Plan and profiles will be prepared for approximately 200 feet of Pearl Street at the intersection with Linn Avenue to remove the offset with SE Oak Street per the corridor report.
- c. Wall design –** From the proposed plan and profile drawings above, limits of wall construction and wall heights will be determined. Based upon this and geotechnical investigations from task 2, RS Engineering will work in coordination with GRI to provide recommendations and preliminary wall designs for the retaining walls along Linn Avenue. A structural design report will be prepared describing the design, construction and cost aspects of the recommended wall designs. Wallis engineering will provide cross sections exhibits showing the roadway, wall envelope and existing sanitary sewer at locations as specified by the City. Five cross section exhibits are assumed for this task.

3.2 Sanitary Sewer Condition Assessment. Wallis Engineering will complete a condition assessment of the existing sewer main and laterals to determine feasibility of utilizing trenchless methods to over sizing and rehabilitating the existing system. This will include reviewing CCTV inspection of the sewer main and laterals to identify deficiencies that may require correction. These will include offset joints exceeding one inch, broken or collapsed pipe, heavy grease and sags exceeding 25% of the pipe diameter or which create surcharged conditions. The deficiencies will be tabulated between manhole sections following the distances from the downstream manhole. Deficiencies noted in the manhole condition inspection task will be included in the tabulation. An existing condition plan will be prepared to graphically illustrate the conditions. For budget purposes, it is assumed the entire sewer system within the project area will be included, but sections of the existing sewer that are found to be in conflict with the future walls (as identified in Task 3.1C) may be removed from this assessment at the direction of the City.

3.3 Preliminary design memorandum. A Preliminary Design Memorandum will be prepared to summarize alternative improvements for the sanitary sewer and identify

geometric constraints from future improvements to the corridor. We are anticipating review of the following alternative design options during preliminary design:

- a. Replacement or pipe bursting of the existing pipe in its current alignment from MH 11564 to MH 11546.
- b. Construction of an alternative sanitary alignment from MH 11564 and 11546.
- c. Construction of a shallow bypass alignment to convey flows from the upper parts of the basin around the constrained sections of the existing sanitary sewer.
- d. Address structural deficiencies requiring immediate improvement identified in task 3.2 within the existing alignment.

The preliminary design work will evaluate alternative construction methods for rehabilitation or replacement of the existing sewer main and laterals. It is anticipated that pipe bursting and open excavation methods will be examined for sections that require pipe upsizing and CIPP will be examined for sections that require rehabilitation only. This analysis will consider the construction of future improvements as detailed in the task 3.1, the ability to remove unacceptable deficiencies, impacts to traffic, impacts to adjacent utilities, soil conditions, construction feasibility, duration of work, hydraulic capacity, need for bypass pumping, need for dewatering, right of way requirements, and potential for removal of wood subgrade structures. A rough opinion of cost for each of the alternatives above will be prepared as part of the preliminary design memorandum. A review meeting will be held with the City to discuss the alternatives and identify the City's preferred alternative.

- 3.4 Final design memorandum.** Based on the preferred design alternative results from the Preliminary Design review meeting, a final design memorandum will be prepared. 30% plan and profile drawings and an opinion of cost will be prepared over the improved sections and the preferred construction method will be identified. This scope assumes that only alternative options 3.3.a and 3.3.d detailed above will be selected for final design. Should additional or alternative options be selected, a supplemental may be required for additional design efforts.

Task 3 Deliverables:

- 30% Corridor plan and profile drawings
 - 1 typical section sheet
 - 8 Linn Avenue plan and profile sheets
 - 1 Pearl Street Plan and profile sheet
- Structural design report
- Existing condition plan
- 5 Cross section exhibits
- Preliminary design memorandum
- Final design memorandum.
- 30% Sanitary sewer Plan and Profile Drawings (8 sheets)

Task 3 Assumptions:

- Plan and profile drawings for the road corridor will be prepared on 11"x17" sheets, with 1"=20' horizontal and 1"=5' vertical scale at a 30% design level.

- Plan and profile drawings of the existing sanitary sewer will be prepared on 11"x17" sheets, with 1"= 20' horizontal and 1"=5' vertical scale.
- The preliminary design memorandum will outline criteria that will form the basis of the detailed design.
- Wall heights will be less are assumed to be 8' maximum.
- Any required easement preparation or processing will be handled through a Supplemental agreement.
- No public involvement required.
- No stormwater improvements are intended for the widened section of Linn Avenue within the sewer replacement area. Stormwater concerns associated with increased impervious areas will be addressed through offsite mitigation.
- Only alternative options 3.3.a and 3.3d detailed above will be selected for Final design.

Task 4: Plans, Specifications, and Estimate (PS&E) Development

Task 4 Objective. Develop contract documents for public bidding of this project.

Task 4 Approach: PSE packages will be developed and submitted for review at the intervals outlined below:

- 4.1 90% plans, specifications and estimate.** This submittal will include a near complete set of contract documents. Plans will be developed based upon the 30% Plan and Profile drawings and final design memorandum in Task 3. Contract specifications will include the City's General Special Provisions and project special provisions. Front-end document will be provided by the City and included in this submittal. A cost estimate with 10% contingency shall be prepared for review. Wallis Engineering will attend a 90% design review meeting with City staff.
- 4.2 Private utility coordination.** Coordinate with private utilities, including power, phone, cable and gas companies. This will include notifying each utility of the project and providing copies of the design plans at each submittal stage for review and comment.
- 4.3 Final plans, specifications and estimate.** Revisions from the 90% design review meeting will be incorporated into the design and final bid-ready contract plans, specifications and estimate will be prepared. The final cost estimate will not contain a contingency.

Task 4 Assumptions:

- Plan sheets expected in the drawing set include the following:

Plan Sheet	Page Count
Cover Sheet	1 Sheet
General Notes and Legend	1 Sheet
Erosion Control Notes and Details	1 Sheet
Traffic Control Notes and Standard Details	1-2 Sheets
Sanitary Sewer Plan and Profile	4-6 Sheets
Sanitary Sewer Details	1-2 Sheets
TOTAL:	9-13 Sheets

- Submittal Packages will be in PDF format.
- City will provide current versions of its front-end contract documents and general special provisions in Word format.
- No bypass pumping plans required.
- No site specific traffic control plans required.
- No easement or right of way acquisition required.
- Design of improvements assumed to be limited to upsizing of the existing sanitary sewer sections that are capacity limited pipes (per Task 3.3a) and addressing structural deficiencies requiring immediate attention (per Task 3.3d)
- Private property restoration limited to mulching, seed or sod.
- No tree removal or arborist requirements

Task 4 Deliverables:

- Utility coordination letters
- PSE submittal packages in pdf format at 90%, and Final design submittals

Task 5: Bid Phase Services

Task 5 Objective: Provide bid phase services to assist with City with advertising and bidding the project.

Task 5 Approach: Bidding phase services included in this task are described in the following subtasks.

- 5.1 Advertising and bidder response.*** Services include responding to bidders' questions and attending the pre-bid meeting. Following the opening of bids, the bid tab and summary sheet of all bidder questions and responses will be provided to the City. The apparent low bidder's documents, bonds, and licenses will be reviewed prior to recommending award to the City.
- 5.2 Addenda.*** Addenda will be prepared and provided to the City in electronic format for distribution to bidders.

Task 5 Deliverables:

- Bid tab and recommendation of award letter
- Addenda will be prepared and provided to the City in electronic format for distribution to bidders.

Task 5 Assumptions:

- Advertisement and plan distribution will be through the City's online plan center.
- Two addenda will be prepared.

Construction phase services may be provided under a supplemental agreement.

Agreement
Exhibit B1 - Fee Estimate
City of Oregon City - Linn Avenue Sewer Replacement
WE #1405A
November 2015

		Wallis Engineering Staff Estimated Hours										Subconsultants				Total
TASK		QC	E1	E2	E4	E6	T1	TW	C1	Staff Cost	Expenses	Compass	GRI	Iron horse	RS	Cost
		\$185	\$145	\$135	\$96	\$80	\$90	\$80	\$66							
Task 1	Project Management and Administration															
1.1	Project Kick-Off Meeting		4	4		8				\$1,760	\$31 (M)					\$1,791
1.2	Project management and coordination		16	48					24	\$10,384	\$124 (M)					\$10,508
	TASK 1 SUBTOTAL	0	20	52	0	8	0	0	24	\$12,144	\$155	\$0	\$0	\$0	\$0	\$12,299
Task 2	Data Collection															
2.1	Review background information		4	8		8				\$2,300						\$2,300
2.2	Video Inspect Sewer Main and Laterals			8		20				\$2,680	\$31 (M)			\$14,343		\$17,054
2.3	Manhole Condition Inspection			4		12				\$1,500	\$31 (M)					\$1,531
2.4	Topographic survey		4			4	8			\$1,620		\$42,768				\$44,388
2.6	Right of Way Resolution		16			4	12			\$3,720		\$20,306				\$24,026
2.7	Geotechnical evaluation		8	4		8				\$2,340	\$31 (M)		\$42,350			\$44,721
	TASK 2 SUBTOTAL	0	32	24	0	56	20	0	0	\$14,160	\$93	\$63,074	\$42,350	\$14,343	\$0	\$134,020
Task 3	Preliminary Design															
3.1	Preliminary Corridor Design plans		40	6		80	120			\$23,810	\$31 (M)					\$23,841
3.2	Sanitary Sewer Condition Assessment			4	10	28	16			\$5,180	\$62 (M)					\$5,242
3.3	Preliminary design memorandum	2	4	8	32	40	24	8		\$11,102	\$62 (M)				\$10,120	\$21,284
3.4	Final design memorandum	2	2	8	16	20	12	8		\$6,596	\$31 (M)					\$6,627
	TASK 3 SUBTOTAL	4	46	26	58	168	172	16	0	\$46,688	\$186	\$0	\$0	\$0	\$10,120	\$56,994
Task 4	Plans, Specifications, and Estimate (PS&E) Development															
4.1	90% Plans, Specifications and estimate	4	4	16	32	32	24	8	20	\$13,232	\$93 (M)					\$13,325
4.2	Private utility coordination			2		6	4		4	\$1,374						\$1,374
4.4	Final plans, specifications and estimate	4	4	16	32	24	16		20	\$11,232	\$31 (M)					\$11,263
	TASK 4 SUBTOTAL	8	8	34	64	62	44	8	44	\$25,838	\$124	\$0	\$0	\$0	\$0	\$25,962
Task 5	Bid Phase Services															
5.1	Advertising and bidder response.			8		8				\$1,720						\$1,720
5.2	Addenda			4		12	12			\$2,580						\$2,580
	TASK 5 SUBTOTAL	0	0	12	0	20	12	0	0	\$4,300	\$0	\$0	\$0	\$0	\$0	\$4,300
	GRAND TOTAL	12	106	148	122	314	248	24	68	\$103,130	\$558	\$63,074	\$42,350	\$14,343	\$10,120	\$233,575

FEE SUMMARY			
Staff	Hours	Rate	Fees
QC - Quality Control	12	\$185	\$2,220
E1- Engineer 1	106	\$145	\$15,370
E2 - Engineer 2 (PM)	148	\$135	\$19,980
E4 - Engineer 4	122	\$96	\$11,712
E6 -Engineer 6	314	\$80	\$25,120
T1 - Technician 1	248	\$90	\$22,320
TW- Technical Writer	24	\$80	\$1,920
C1 - Clerical 1	68	\$66	\$4,488
Total Fees from Staff			\$103,130
Subconsultant			Fees
Compass			\$63,074
GRI			\$42,350
Iron Horse			\$14,343
RS			\$10,120
Total Fees from Subconsultants			\$129,887
NOTE: Fee includes 10% markup			
Expenses			Cost
Printing (P)			\$0
Mileage (M)			\$558
Total Fees from Expenses			\$558
TOTAL BUDGET			\$233,575



September 25, 2015

Mr. Dave Brokaw
Wallis Engineering
215 W 4th, Suite 200
Vancouver, Washington 98660

RE: Linn Avenue Right-of-way & Topographic Mapping

Dear Mr. Brokaw:

Compass is pleased to provide the following proposal for the above referenced property for your consideration.

Project Understanding:

The scope of this work is generally described as topographic mapping for the design of a new sanitary sewer line and for preliminary design of new roadway improvements on Linn Avenue between Charman Street and Jackson Street. Resolution of portions of the right of way line along Linn Avenue will also be required within the project corridor from Charman Street to Jackson Street.

Topographic Mapping Scope:

Research, field surveying and office work to provide a topographic site map (AutoCAD format) for the required information in the project corridor as more particularly shown on the two attached Oregon City GIS Maps (Exhibit A and Exhibit B). The map will include the following:

- Existing centerline and edge of paving (based upon data shots taken at approximately 50 foot stations).
- Underground utilities based upon tone marks provided by the Oregon Public Utility Notification Center.
- Rim and flow lines of existing sanitary sewer and storm drainage structures, including upstream sanitary sewer manholes as shown on the Exhibit A and Exhibit B.
- Finished floor and west face of houses along the east side of Linn Avenue.
- Existing driveways on the east side of Linn Avenue.
- Trees (6 inches DB).
- Striping.
- Top of nut at water valves.
- Topographic mapping of side streets (with the exception of Pearl Street) will be limited to approximately 50 feet from the existing edge of paving of Linn Avenue.
- Contours and elevations based upon NAVD'88.
- Horizontal coordinate base and basis of bearings will be the Oregon Coordinate Reference System, Portland Zone, unless requested otherwise.



4107 SE International Way, Suite 705, Milwaukie, Oregon 97222

Phone: 503.653.9093 Fax: 503.653.9095 Email: dond@compass-landsurveyors.com

- Right-of-way lines of Linn Avenue (based upon right-of-way resolution).
- Right-of-way lines of Pearl Street.

Assumptions Pertaining to Topographic Mapping:

- ✓ Assistance from the City of Oregon City will be provided where requested, if possible, to remove blackberries and other brush in those areas where adequate mapping information cannot otherwise be obtained.
- ✓ A traffic control plan and traffic flagging contractor will be required. The extent of the required traffic flagging is uncertain at this time. We are currently estimating 4 days of traffic flagging will be necessary.
- ✓ Notification to all residents in the area of the upcoming survey work will be provided by the City of Oregon City.
- ✓ Due to tight working conditions and heavy traffic, it is anticipated that restrictions on working hours within the roadway may be imposed.
- ✓ The City of Oregon City will provide assistance in locating and opening sanitary sewer manholes, storm sewer manholes and catch basins and water valve boxes.

Right of Way Resolution Scope:

Research, field surveying and office work to determine the right of way line location of Linn Avenue within the project corridor. Also included will be field and office work to establish the right of way location of Pearl Street.

Proposed Methodology for Establishing Right of Way lines of Linn Avenue and Pearl Street:

(West Side of Linn Avenue)

North End of Project south to 3rd Street: We are proposing to recover and use monuments from PP 2014-024 along the west side of 5th and monuments from SN 450, 1126, 1317 and 15754 for control to reestablish the key block lines for Blocks 162, Oregon City as well as Blocks 19, 20A and 20B of Falls View Addition and we are assuming that widening of the road from the initial platting is based upon the locations of these block lines.

3rd Street south to Summit Street: The west line of Linn Avenue appears to follow the east line of Blocks 22, 23 and 25 of Falls View Addition. We are proposing to locate this line 30 feet west of the DLC line as we are assuming that no changes to the right of way in this area have occurred since the original platting of Falls View Addition in this area.

Summit Street south to the south side of Charman Street: We are proposing to recover and use monuments from SN 4308 and 15174 as well as other monuments which are not of record but may be original monuments in Block 26 Falls View Addition and we are assuming that widening of the road from the initial platting is based upon these block lines. On the south side of Charman, we are proposing to recover and utilize original plat monuments from River Crest to define any needed alignments.

(East Side of Linn Avenue)

North end of project south to the north line of the Holmes DLC: We are proposing to recover and use monuments from PP 2014-024 along the west side of 5th and monuments from SN 450 for control to reestablish the key block lines for Blocks 159 and 163, Oregon City as well as Block 33 of Clackamas County Addition as we are assuming that no changes to the right of way in this area have occurred since the original plats.

North line of Holmes DLC south to north line of Darling's Addition: We are proposing to recover monuments marking the west line of the Holmes DLC as well as monuments from SN 122, 122a, 6068, 2069, 26999 and V-5 and are assuming that the realignment of the road in this area is based upon the location of the lines as defined by these monuments.

North line of Darling's Addition to South Line of Darling's Addition: We are proposing to recover and utilize monuments from SN 22235, 17418, 17464, 2008-079 and 8789 to establish the west right of way line of Linn Avenue based upon our assumption that it is the same as the west line of the plat of Darling's Addition.

South line of Darling's Addition south to the approximate south line of Charman Street: We are proposing to recover monuments from SN 22235, 25040 and monuments along the west line of the Holmes DLC as the east line of the right of way of Linn Avenue is apparently located along or with reference to the DLC line in this area.

Pearl Street Right of Way: We are proposing to recover monuments marking the west line of the Holmes DLC as well as monuments from SN 122, 122a, 6068, 2069, 26999 and V-5 along both sides of the right of way to define the location of Pearl Street.

Assumptions Pertaining to Right of Way Determination:

- ✓ *No survey work will be performed to locate any side property lines extending from the existing right of way lines of any streets.*
- ✓ *No survey work will be performed to determine the location of the right of way lines of any side streets other than Pearl Street.*
- ✓ *A Pre-Construction Record of Survey is not anticipated to be needed for the sanitary sewer replacement component of this project.*
- ✓ *Preliminary research indicates that in depth title research will be required along those portions of Linn Avenue where the right of way has been altered or realigned to obtain copies of the applicable recorded documents which will control the right of way line locations in those areas. The amount of title research needed will be dependent upon the number of documents needed and the difficulty in tracking each document.*
- ✓ *It is assumed that no survey work west of the tier of blocks immediately adjoining the westerly right of way line of Linn Avenue will be required and that sufficient monumentation can be recovered and utilized from these adjoining blocks to establish the controlling lines necessary to determine the westerly right of way line location of Linn Avenue.*
- ✓ *It is assumed that the easterly right of way line of Linn Avenue can be established by recovering sufficient record monumentation along the easterly right of way line and that further survey work to recover additional monuments east of the easterly right of way line will not be necessary.*
- ✓ *The proposed methodology for establishing the required right of way lines is based upon the assumption that critical monuments from older surveys can be recovered and utilized. Should any of these critical monumentation not be found, then additional work will likely be required beyond what is described in the proposed methodology for the right of way line establishment.*
- ✓ *The right of way of lines of Pearl Street in the general vicinity of 3rd Street are drawn with a curved alignment. Initially, we have not been able to come up with any definitive documentation explaining how this alignment was legally established on the east side of Linn Avenue. This question may affect the alignment of the easterly right of way to the north and south of this general area also. The resolution of this issue may involve a*

different level of work and approach than initially described in the proposed methodology. This situation may exist in other areas.

- ✓ *No Record of Survey will be prepared or filed at this time.*

Estimated fee for topographic mapping..... \$38,880.00

Estimated fee for boundary resolution..... \$18,460.00

Total Estimated fee \$57,340.00

If you have any questions or require additional information, please contact our office.

Sincerely,



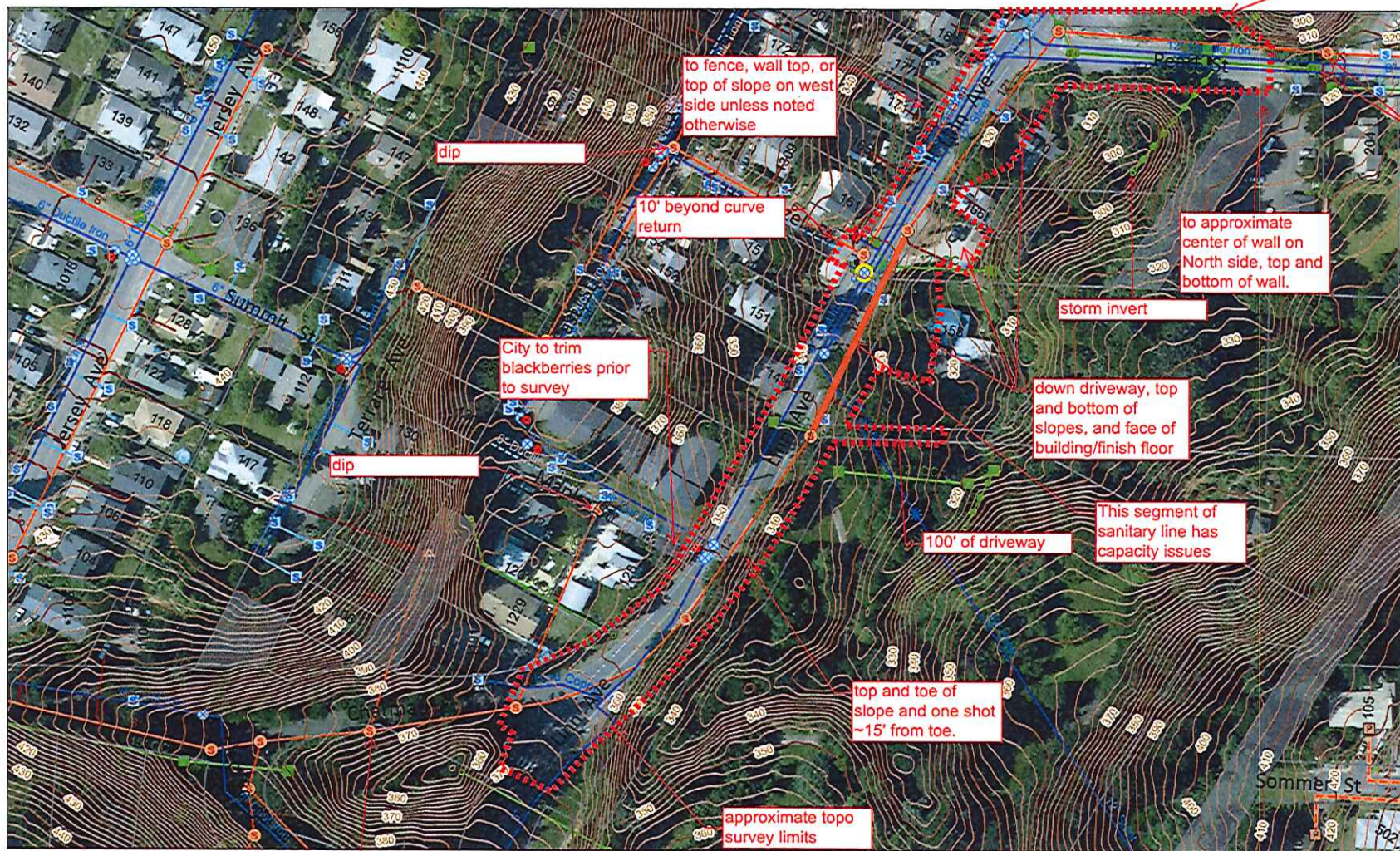
Don Devlaeminck, P.L.S.

DD/ch
N:\CLER\Proposals\2015\09-15\15-09.243 092515 Wallis DD.docx

LOADING CHART							
LINN AVENUE RIGHT OF WAY							
HOURLY RATES		\$ 110	\$ 80	\$ 85	\$ 150		
ID	TASK DESCRIPTION	PROJECT SURVEYOR	CAD TECHNICIAN	SURVEY TECH	2 MAN CREW	Reimbursables	TASK TOTALS
1.	SURVEY AND DEED RESEARCH	40		4			\$ 4,740
2.	MONUMENTATION SEARCH			32			\$ 2,720
3.	MONUMENT TRAVERSE AND TIES				24		\$ 3,600
4.	RIGHT OF WAY AND PROPERTY LINE CALCULATIONS	40					\$ 4,400
5.	TITLE PLANT CHARGE FOR RESEARCH OF RECORDED DEEDS REGARDING ROAD ALIGNMENT					\$ 3,000	\$ 3,000
	TOTAL HOURS	80	0	36	24		
	TOTAL DOLLARS	\$ 8,800	\$ -	\$ 3,060	\$ 3,600	\$ 3,000	\$ 18,460

LOADING CHART							
LINN AVENUE TOPOGRAPHIC MAPPING							
HOURLY RATES		\$ 110	\$ 80	\$ 85	\$ 150		
ID	TASK DESCRIPTION	PROJECT SURVEYOR	CAD TECHNICIAN	SURVEY TECH	2 MAN CREW	Reimbursables	TASK TOTALS
1.	RESEARCH, SCOPING AND PROJECT SETUP	8		4			\$ 1,220
2.	UTILITY LOCATION REQUESTS	2					\$ 220
3.	CONTROL TRAVERSE AND VERTICAL CONTROL				16		\$ 2,400
4.	TOPOGRAPHIC MAPPING				120		\$ 18,000
5.	MANHOLE DIPS				8		\$ 1,200
6.	TRAFFIC CONTROL COORDINATION	4					\$ 440
7.	PROCESS FIELD DATA			40			\$ 3,400
8.	DRAFTING		60				\$ 4,800
9.	FINAL REVIEW AND EDITS	8	8				\$ 1,520
10.	CONTINGENCIES	4		4	16		\$ 3,180
11.	TRAFFIC CONTROL PLAN & FLAGGING BY D & H					\$ 2,500	\$ 2,500
	TOTAL HOURS	26	68	48	160		
	TOTAL DOLLARS	\$ 2,860	\$ 5,440	\$ 4,080	\$ 24,000	\$ 2,500	\$ 38,880

Oregon City GIS Map



Legend

Contours (2ft - 13,600 and closer)

- 10 foot
- 2 foot

Textiles

- Textiles (Outside UGD)

CRWD

- Private
- Water Service Meters
- (Other owner or Type not defined)
- OC
- CRWD

Water Master Meters

- (Other owner)
- OC

Water Irrigation Meters

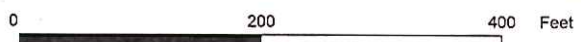
- (Other owner)
- OC
- CRWD

Water Valves (non PRV)

Notes



The City of Oregon City makes no representation 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.



1: 1,200

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



EXHIBIT "A"

Oregon City GIS Map

Include 2 days of contingent survey for areas needed during preliminary design.

Establish Right of way lines for properties fronting Linn Avenue along project length.

to top of slope, obtain at ~5' down slope if possible.

down driveway, and face of building/finish floor

top of slope and ~5' back

area of potential curve modification, to ~10' inside of wall top

This segment of sanitary line has capacity issues

approximate topo survey limits

toe of slope and 5' up slope face

carport deck and topo underneath

storm invert

to top of slope

Legend

- Contours (2ft) - 1 3,600 and clo
- 10 foot
- 2 foot
- Taxlots
- Taxlots (Outside UGB)
- Unimproved ROW
- Water Hydrants
 - (Other owner)
 - OC
 - CRWD
 - Private
- Water Service Meters
 - (Other owner or Type not def)
 - OC
 - CRWD
- Water Master Meters
 - (Other owner)
 - OC
- Water Irrigation Meters
 - (Other owner)
 - OC
 - CRWD
- Water Valves (non PRV)
 - (Other owner)
 - OC - Open
 - OC - Closed
 - OC - Abandoned
 - CRWD - Open
 - CRWD - Closed
 - CRWD - Abandoned
 - Private - Open
 - Private - Closed
 - Private - Abandoned
 - South Fork - Open
 - South Fork - Closed
 - South Fork - Abandoned
- Water Pressure Reducing Valv
 - (Other owner)
 - OC
- Water Sampling Stations
 - (Other owner)
 - OC
- Water Vaults
- Water Pipe Breaks
 - Water Pipes - OC
 - Water Pipes - South Fork
 - Water Pipes - CRWD
 - Water Pipes - West Linn
 - Water Pipes - Private
 - Water Pipes - Abandoned
- Water Service Taps
 - Active

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.



0 100 200 300 Feet

1:1,200

Map created 6/22/2015

City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0691
www.orcity.org



EXHIBIT "B"



9750 SW Nimbus Avenue
Beaverton, OR 97008-7172
p | 503-641-3478 f | 503-644-8034

September 24, 2015

PRO LINN AVENUE RETAINING WALLS
REVISED

Wallis Engineering
215 W. 4th Street, Suite 200
Vancouver, WA 98660

Attention: Adam Crafts

**SUBJECT: Proposal for Geotechnical Investigation
Linn Avenue Retaining Walls
Oregon City, Oregon**

GRI is pleased to submit this proposal to provide geotechnical services for retaining walls to be constructed as part of the proposed roadway improvements to Linn Avenue in Oregon City. The investigation will consist of subsurface explorations, laboratory testing, engineering analyses, and preparation of a report. The report will summarize our findings and present our recommendations for the design and construction of the proposed retaining walls.

SITE DESCRIPTION

Linn Avenue is a two lane roadway with narrow shoulders along the alignment proposed for improvement. The portion of the roadway that is the subject of this proposal traverses in a north to south alignment from Jackson Street to Charman Street. The ground surface adjacent to the east side of Linn Avenue has a moderate to steep incline in numerous portions of the alignment.

A review of available geologic information, including the Oregon Department of Geology and Mineral Industries (DOGAMI) web map application SLIDO (Statewide Landslide Information Database of Oregon), indicates that landslides are mapped directly east of Linn Avenue within and adjacent to the ravine that borders the east side of the Linn Avenue right of way. The landslides are described by DOGAMI as earth flows with an age greater than 150 years.

PROJECT DESCRIPTION

Our review of available information provided by Wallis Engineering indicates Linn Avenue is proposed to receive corridor improvements including sanitary sewer replacement and widening of the street right-of-way. Retaining walls will be required along several portions of Linn Avenue due to the sloping ground surface adjacent to the road. Pile-supported retaining walls, with or without tiebacks, may be required to provide sufficient slope stability.

APPROACH AND SCOPE OF WORK

Our approach and scope of work for the geotechnical investigation is discussed below.

- 1) Approximately five borings will be drilled to a depth of approximately 50 ft within portions of Linn Avenue where new retaining walls are proposed. The borings will be

made by a truck-mounted drill rig. The borings will need to be drilled within Linn Avenue due to the narrow shoulder on both sides of the road. This proposal assumes Oregon City will provide the right-of-way permission to drill in Linn Avenue and GRI will not be charged permit fees for drilling within Oregon City's Right-of-Way. GRI will retain a subconsultant to develop a traffic control plan and provide traffic control personnel during drilling. A vacuum truck will also be used to assist in clearing utilities at each boring location. This proposal also assumes drilling can be completed and lane closures will be allowed during normal daylight hours between 7AM and 6PM, Monday through Friday.

Disturbed split-spoon samples and/or undisturbed Shelby tube samples will be obtained from the borings at about 2.5-ft intervals of depth. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken.

The borings will be subcontracted to a drilling contractor experienced in drilling and sampling soils for engineering purposes. The drilling and sampling will be accomplished under the direction of an experienced geotechnical engineer or engineering geologist from our firm who will locate the general area for drilling and maintain a detailed log of the materials and conditions uncovered during the course of the work.

- 2) Laboratory tests will be conducted to provide data on the important physical characteristics of the subsoils, essential for engineering studies and analyses. The laboratory tests will include standard classification tests, such as natural water content and unit weight determinations, as well as grain size analysis and moisture-density relationship. Shear strength testing will be performed on selected soil samples to assist with slope stability and retaining wall evaluation.
- 3) Engineering analyses will be accomplished that will lead to the preparation of conclusions and recommendations concerning (1) existing slope stability and remediation where required, (2) retaining wall recommendations, including foundation type, earth pressures, embedment depth, and construction criteria; (3) seismic design parameters; and (4) potential impacts of future sanitary sewer construction on new retaining walls.
- 4) A report will be prepared that discusses the work accomplished and presents the results of the various tests and office studies. The report will be provided in electronic format for your use and distribution. Paper copies of the report can be provided upon your request.

SCHEDULE

We are in a position to begin field explorations within approximately two to three weeks following your authorization to proceed, depending somewhat on the availability of a drill rig, preparation of a traffic control plan, and issuance of right of way permits. It is anticipated that the final report for the investigation

can be submitted to you within approximately four weeks after the completion of all field work. Information can be submitted to you informally as soon as it becomes available from the studies.

FEE

Our services will be provided in accordance with the attached General Conditions of the Proposal. The fee for the above-described work will be computed on a time-and-expenses basis in accordance with the attached Fee Schedule. It is estimated the cost of the geotechnical investigation will not exceed \$38,500.

Our estimated costs are summarized below:

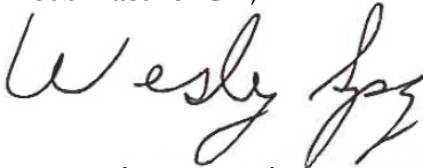
Geotechnical Services

Drilling Subcontractor	\$ 16,500
Traffic Control Plan/Traffic Flagging	4,000
GRI Engineer Field Explorations	7,500
Laboratory Testing	2,500
Engineering and Report	<u>8,000</u>
Estimated Total: \$ 38,500	

Our fee assumes all soil cuttings will be drummed and removed from the site. Soil cuttings that are suspected of containing environmental contaminants will be left on-site for evaluation and disposal by others at no cost to GRI.

We require that formal authorization for our services be provided by signing and returning one copy of the attached General Conditions of the Proposal. We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project.

Submitted for GRI,



A. Wesley Spang, PhD, PE, GE
Principal



George A. Freitag, CEG
Associate

Enclosed: General Conditions of the Proposal
Fee Schedule

GENERAL CONDITIONS OF THE PROPOSAL

GRI
9750 SW Nimbus Avenue
Beaverton, Oregon 97008
(503) 641-3478

Attachment to Proposal Dated: September 24, 2015

To: Wallis Engineering / Vancouver, Washington

For: Geotechnical Investigation
Linn Avenue Retaining Walls
Oregon City, Oregon

PROFESSIONAL SERVICES

Fees for services by GRI's professional, technical, and clerical personnel will be charged according to time expended on the project at rates shown on the attached schedule.

SERVICES, SUPPLIES PROVIDED BY OTHERS, AND REIMBURSABLE EXPENSES

Charges for services, equipment, and supplies not provided directly by GRI will be computed at cost plus 10%. This includes surveying services, land subsurface explorations, construction equipment, testing laboratories, contract labor, shipping charges, living expenses, printing and reproduction, communication and miscellaneous supplies and rentals.

EQUIPMENT CHARGES

Charges for equipment furnished by GRI will be computed in accordance with the unit rates shown on the attached Fee Schedule.

RIGHT-OF-ENTRY

Unless otherwise agreed, you will furnish right-of-entry to the land or structures for us to make planned borings, surveys, and other explorations. We will take reasonable precautions to minimize damage to the land or structures from use of equipment, but have not included in our fee the cost for restoration of damage, which may result from our operation. If you desire us to restore the land or the structures to their former condition, we will accomplish this and add the cost to our fee.

UTILITIES

In the performance of our work, we will take all reasonable precautions to avoid damage or injury to subsurface structures or utilities. The Client/Owner agrees to hold us harmless for any damages to subsurface structures or utilities, which are not called to our attention and correctly shown on the plans furnished.

SAMPLES

All samples will be discarded thirty (30) days after submission of our report, unless you advise us otherwise. Further storage or transfer of samples can be made at your expense upon written request.

INVOICING OF PAYMENT

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within thirty (30) days of receipt of invoice. Interest will be added to overdue accounts at the rate of 1.5% for each month of delinquency.

INSURANCE

Our firm represents and warrants that it and its agents, staff, and consultants employed by it, is and are protected by worker's compensation insurance and that we have such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to the Client/Owner upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save Client/Owner harmless from and against any loss, damage, or liability arising from any negligent acts by us, our agents, staff, and any consultants employed by us. We shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any acts by Client/Owner, its agents, staff, and other consultants employed by it.

STANDARD OF CARE

Service performed by GRI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

(over)

GENERAL CONDITIONS OF THE PROPOSAL (continued)

GRI
 9750 SW Nimbus
 Beaverton, Oregon 97008
 (503) 641-3478

Attachment to Proposal Dated: September 24, 2015

To: Wallis Engineering / Vancouver, Washington

For: Geotechnical Investigation
 Linn Avenue Retaining Walls
 Oregon City, Oregon

Client/Owner recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by GRI and that the data, interpretations and recommendations of GRI are based solely on the information available to us. GRI will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

TERMINATION

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, we shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension of work for more than three (3) months prior to completion of all reports contemplated by this Agreement, we may complete such analyses and records as are necessary to complete our files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of completing such analyses, records, and reports.

ASSIGNS

Neither the Client/Owner nor GRI may delegate, assign, sublet, or transfer their duties or interest in this Agreement without the written consent of the other party.

PROTECTION FROM THIRD-PARTY SUITS

Should GRI be named as a third-party defendant in any litigation brought against the Client/Owner or contractors, the Client/Owner agrees to provide counsel for GRI's defense or to reimburse the reasonable costs thereof.

SCOPE OF AGREEMENT

The agreement between the two parties, i.e., GRI and the Client/Owner, consists of the specific items of work outlined in the attached proposal and the general conditions outlined in this document.

LIMITATION OF LIABILITY

The Client/Owner agrees that, to the fullest extent permitted by law, GRI's total liability to the Client/Owner is limited to \$50,000 for any and all of the Client/Owner's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, GRI's negligence, errors, omissions, breach of contract, breach of warranty, strict liability, negligent misrepresentation, statutory liability, or other acts giving rise to liability based upon contract, tort, or statute. This provision takes precedence over any conflicting provisions of this Agreement.

 Client/Owner

 Representative (Print Name)

 Signature

 Date

 Consultant **GRI**

 Principal or Associate

 Date

September 24, 2015

Return one signed original to GRI

GRI
Beaverton, Oregon

2015 FEE SCHEDULE

Personnel	Rate/Hour
Principal	\$ 210
Associate	\$ 180
Senior Engineer/Geologist	\$ 150
Project Engineer/Geologist	\$ 130
Staff Engineer/Scientist	\$ 100
Engineering Assistant	\$ 80
Contract Administrator	\$ 125
Technical Editor	\$ 115
Drafter	\$ 95
Secretarial Services	\$ 60

Other Charges

Vehicle:	Vehicles will be billed at the current IRS business mileage reimbursement rate.
Fill Control Equipment:	Nuclear Density Gage rental will be billed at \$5 per hour, with maximum charge of \$25 per day or \$125 per week.
Reproduction:	In-house reproduction, \$0.10 per sheet.
Field Instrumentation and Monitoring Equipment:	Due to varied conditions, equipment requirements, location and use, rates for field instrumentation, monitoring, and other specialized equipment will be provided as required.
Subcontractor Services:	Charges for subcontractor services will be computed at cost plus 10%.
Travel and Subsistence:	All charges related to travel and subsistence will be computed at cost.

(LAST REVISED 8/4/2015)



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

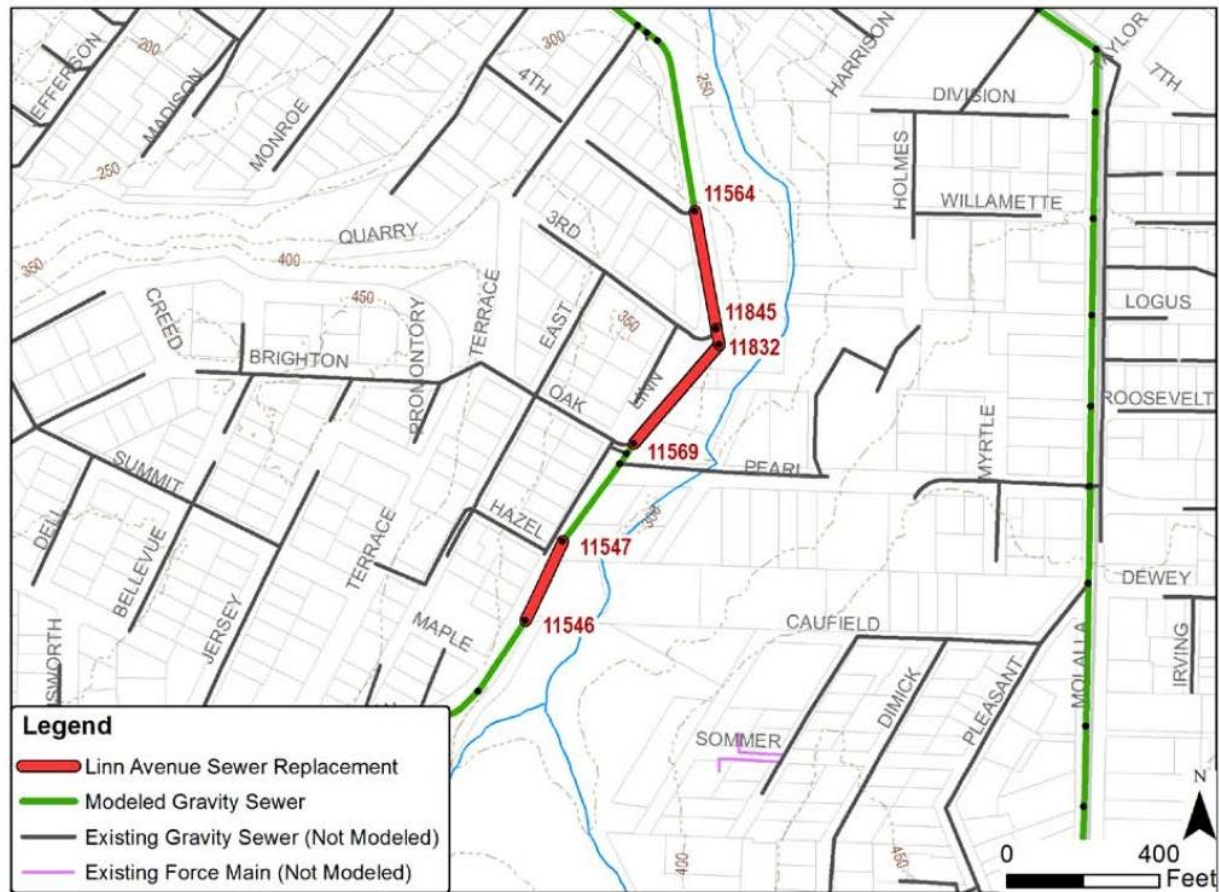
(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection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

VICINITY MAP – LINN AVENUE SANITARY SEWER REPLACEMENT





City of Oregon City

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

Staff Report

File Number: 15-694

Agenda Date: 12/16/2015

Status: Agenda Ready

To: City Commission

Agenda #: 7c.

From: Community Development Director Tony Konkol

File Type: Contract

SUBJECT:

Public Improvement Contract with North Sky Communications, Inc. to Design and Install Fiber Optic Cable to serve the Swimming Pool and Cemetery Facilities

RECOMMENDED ACTION (Motion):

Award the bid and authorize the City Manager to execute the Contract Agreement with North Sky Communications, Inc. in the amount of \$63,662.50 to design and install fiber optic cable to serve the swimming pool and cemetery facilities.

BACKGROUND:

The City has two facilities that are not connected by fiber optic cable to the rest of the city network. These facilities have inadequate network speed and reliability issues, which impacts both staff and citizens. In order to improve these connections, specifically at the Municipal Swimming Pool and the Mt. View Cemetery, fiber optic cable was identified as the preferred solution. In accordance with public contracting procedures for an intermediate construction project, City staff requested bids in November from five telecommunications firms including Technocom, Inc.; North Sky; The Fiber Guys; CoastCom; and CommStructure Consulting. Although only one bid was received, it was within the range of the expected cost.

Therefore, the City recommends awarding the contract to North Sky Communications, Inc. in the amount of \$63,662.50.

The cost of construction will be offset in savings off our current monthly costs to service these locations, as well as bring them into the core ORCITY network structure.

BUDGET IMPACT:

Amount: \$63,662.50

FY(s): 2015-16

Funding Source: Parks and Recreation 80%, Information Technology 20%



City of Oregon City

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

Staff Report

File Number: 15-694

Agenda Date: 12/16/2015

Status: Agenda Ready

To: City Commission

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BUDGET IMPACT:

Amount: \$63,662.50

FY(s): 2015-16

Funding Source: Parks and Recreation 80%, Information Technology 20%

SECTION IIIA

CONTRACT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **NORTH SKY COMMUNICATIONS, 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 **Design and Install Fiber Optic Cable to Serve Two City Facilities** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Contract Agreement Oregon City Public Improvement Standard Conditions Statutory Conditions to Contract Agreement Performance Bond	Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon dated July 1, 2015 Prevailing Wage Apprenticeship Rates dated October 1, 2015 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2014 Prevailing Wage Addendum dated October 1, 2015 Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2015 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents Addenda: None All items included within these Contract Documents.
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The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be at substantial completion **90** consecutive calendar days after the Notice to Proceed. The project shall be ready for final acceptance within **100** 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 **sixty-three thousand six hundred sixty-two and 50/100 dollars (\$63,662.50)**.

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

NORTH SKY COMMUNICATIONS, INC.

by: _____
Anthony J. Konkol III
Interim City Manager

Printed Name

by: _____
Authorized signature

by: _____
Anthony J. Konkol III
Community Development Director

Title

Federal Taxpayer ID Number:

76-0605490

Approved as to Legal Sufficiency:

Address:

By: _____
City Attorney

11818 SE Mill Plain Blvd. Suite 410
Vancouver, Washington 98684

City Commission Award Date:

December 16, 2015

PDX_DOCS:450173.1
12/14/15 3:01 PM

VICINITY MAPS
FIBER OPTIC EXTENSIONS





City of Oregon City

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

Staff Report

File Number: 15-678

Agenda Date: 12/16/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8a.

From: Public Works Director John Lewis

File Type: Report

SUBJECT:

Resolution No. 15-37 Adopting the Public Works Engineering Fees Schedule and Establishing an Annual Adjustment

RECOMMENDED ACTION (Motion):

Adopt Resolution No. 15-37 Adopting the Public Works Engineering Fees Schedule and Establishing an Annual Adjustment.

BACKGROUND:

The City adopted various resolutions since 1999, including Resolution Nos. 99-38, 01-02, 01-03, 04-01, 06-18, and 12-29, adopting, adding and modifying engineering fees, and these engineering fees have been adjusted annually to account for inflation. This resolution will adopt, in a single resolution, the Public Works Engineering Fees schedule which includes all engineering fees previously adopted, and establish a consistent method to adjust these fees on an annual basis to account for inflation.

The resolution adopts Exhibit "A", the Public Works Engineering Fees schedule, to become effective on January 1, 2016, and annual adjustments of engineering fees for inflation effective January 1, 2017, and annually thereafter, with inflation adjustments based on changes in the CPI-W for Portland-Salem, OR-WA by multiplying the amount of the engineering fee adopted in this resolution by the CPI-W for the 1st half of the year preceding the year of adjustment divided by the CPI-W for the 1st half of 2015.

BUDGET IMPACT:

Amount: N/A

FY(s): N/A

Funding Source: N/A



City of Oregon City

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

Staff Report

File Number: 15-678

Agenda Date: 12/16/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8a.

From: Public Works Director John Lewis

File Type: Report

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BUDGET IMPACT:

Amount: N/A

FY(s): N/A

Funding Source: N/A

RESOLUTION NO. 15-37

A RESOLUTION ADOPTING THE PUBLIC WORKS ENGINEERING FEES SCHEDULE AND ESTABLISHING AN ANNUAL ADJUSTMENT

WHEREAS, the City of Oregon City adopted Resolution No. 99-38 establishing a schedule of permit fees for the erosion and sediment plan review inspection program; and

WHEREAS, the City of Oregon City adopted Resolution No. 01-02 adopting a new fee schedule for land use applications and expedited land divisions; and

WHEREAS, the City of Oregon City adopted Resolution No. 01-03 adopting new and additional fees for the planning and engineering divisions for various development applications and building permits; and

WHEREAS, the City of Oregon City adopted Resolution No. 04-01 modifying planning and engineering fees for various development applications; and

WHEREAS, the City of Oregon City adopted Resolution No. 06-18 adding planning and engineering fees for various development applications; and

WHEREAS, the City of Oregon City adopted Resolution No. 12-29 adopting Public Works pavement cut standards and standard drawings; and

WHEREAS, the City of Oregon City has adopted these and other resolutions establishing fees that are necessary to defray the Public Works Engineering Division's actual operational costs; and

WHEREAS, these engineering fees have been adjusted annually to account for inflation; and

WHEREAS, the City of Oregon City desires to adopt, in a single resolution, the Public Works Engineering Fees schedule which includes all engineering fees previously adopted, and establish a consistent method to adjust these fees on an annual basis to account for inflation.

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

Section 1. The City hereby adopts Exhibit "A" to become effective January 1, 2016 as the Public Works Engineering Fees schedule.

Section 2. Effective January 1, 2017, and annually thereafter, the Public Works Engineering Fees shall be adjusted to account for inflation based on changes in the CPI-W for Portland-Salem, OR-WA by multiplying the amount of the engineering fee adopted in this resolution by

the CPI-W for the 1st half of the year preceding the year of adjustment divided by the CPI-W for the 1st half of 2015.

For example:

1/1/17	adjusted fee	=	original fee	x	CPI-W for 1 st half of 2016 / CPI-W for 1 st half of 2015
1/1/18	adjusted fee	=	original fee	x	CPI-W for 1 st half of 2017 / CPI-W for 1 st half of 2015
1/1/19	adjusted fee	=	original fee	x	CPI-W for 1 st half of 2018 / CPI-W for 1 st half of 2015

Approved and adopted at a regular meeting of the City Commission held on the 16th day of December, 2015.

DAN HOLLADAY, Mayor

Attested to this 16th day of December, 2015:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Attachment: Exhibit A – Public Works Engineering Fee Schedule



EXHIBIT A

City of Oregon City 2016 Public Works Engineering Fees

Effective January 1, 2016

ENGINEERING PERMITS AND FEES

Technical Plan Review - Dev Engineering (2.5% Review, 2.5% Inspection)			5% of construction cost
Geotechnical Review			\$588
Geotechnical Peer Review			actual City cost
Erosion Control Permit	Single Family Residential (SFR)	Regular	\$240
		Reduced w/ Certification	\$184
	Other (Non-SFR)	Regular	\$636
		Reduced w/ Certification	\$353
		plus	\$113 per acre over 1 acre
Street Vacation			\$990
Easement Vacation			\$584
Document Record Fee	1st doc in packet		\$271
	each additional doc in same packet		\$154
Plat Review Fee - Partition			\$513
Plat Review Fee - Subdivision			\$718
Plat Review Fee - Planned Development			\$1,863
Pavement Cut			\$26
Right of Way Permit			\$149
Right of Way Permit Re-inspection			\$74
Right of Way Utility Inspection (Sanitary Sewer, Storm, Water)			\$149
Right of Way Utility Re-inspection (Sanitary Sewer, Storm, Water)			\$74
Right of Way Street Inspection			\$149
Right of Way Street Re-inspection			\$74
Temporary Obstruction in the ROW			\$49
Fill/Grading Permit			\$260 plus 2.5% of grading
Site Plan Review for SFR Building Permits			\$75

COPY FEES

Oregon City Design Standards*	(paper at cost)**	\$25 per disk
Water Master Plan*	(paper at cost)**	\$25 per disk
Water Distribution System Design Standards*	(paper at cost)**	\$25 per disk
Sanitary Sewer Master Plan*	(paper at cost)**	\$25 per disk
Sanitary Sewer Design Standards*	(paper at cost)**	\$25 per disk
Drainage Master Plan*	(paper at cost)**	\$25 per disk
Stormwater and Grading Design Standards*	(paper at cost)**	\$25 per disk
Transportation System Plan*	(paper at cost)**	\$25 per disk
Erosion and Sediment Control Standards*	(paper at cost)**	\$25 per disk
Blackline Copies (Large) (above 36" X 48")		\$8
Blackline Copies (Medium) (24" X 36")		\$6
Blackline Copies (Small) (18" X 24")		\$4
Copies (letter, legal & ledger) (1-20) (21-50) (50+)		\$.50 ea \$.25 ea \$.15 ea

*Available on-line at www.orcity.org/publicworks/public-works-master-plans

**Document will be reproduced at an off-site print center and actual reproduction costs passed on to requestor.



City of Oregon City

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

Staff Report

File Number: 15-686

Agenda Date: 12/16/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8b.

From: Public Works Director John Lewis

File Type: Report

SUBJECT:

Deed of Dedication for a Section of Meyers Road at High School Avenue

RECOMMENDED ACTION (Motion):

Adopt Deed of Dedication

BACKGROUND:

The Deed of Dedication provides a needed section of Meyers Road extension Right-of-Way (ROW) for the Oregon City School District (OCSD) Transportation and Maintenance Facility development in compliance with conditions of the development Land Use Approval and agreement (dated September 22, 2015) between the City and OCSD #62.

Deed of Dedication is for a section of the Meyers Road extension ROW located adjacent to High School Avenue on the Glen Oak Park Property (City Property), Tax Lot 1401, Tax Map 3-2E-09D, 14511 Meyers Road. City File Nos. for the OCSD development include CP14-03 and CN14-13.



City of Oregon City

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

Staff Report

File Number: 15-686

Agenda Date: 12/16/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8b.

From: Public Works Director John Lewis

File Type: Report

SUBJECT:

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RECOMMENDED ACTION (Motion):

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Deed of Dedication is for a section of the Meyers Road extension ROW located adjacent to High School Avenue on the Glen Oak Park Property (City Property), Tax Lot 1401, Tax Map 3-2E-09D, 14511 Meyers Road. City File Nos. for the OCSD development include CP14-03 and CN14-13.

AFTER RECORDING RETURN TO:

City Recorder
City of Oregon City
P.O. Box 3040
Oregon City, Oregon 97045-0304

Map No.: 3-2E-09D

Tax Lot No.: 1401

Planning No.: CP 14-03, DP 14-04, NR 14-10

Street: Meyers Road

Grantor: City of Oregon City

DEED OF DEDICATION

KNOW ALL BY THESE PRESENTS, THAT the City of Oregon City hereinafter called the GRANTOR, do(es) hereby grant unto the City of Oregon City, hereinafter called the CITY, its successors in interest and assigns, all the following real property in the County of Clackamas, State of Oregon, to be used and held by the CITY for street, road, right-of-way, and public utility purposes, bounded and described as follows, to wit:

See attached EXHIBIT "A" Legal description and attached
EXHIBIT "B" Sketch for Legal Description

TO HAVE AND TO HOLD, the above described and granted premises unto the said CITY, its successors in interest and assigns forever.

The true consideration of this conveyance is \$ 1.00, the receipt of which is hereby acknowledged by GRANTOR.

And the GRANTOR above named hereby covenants to and with the CITY, and the CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above named premises, free from all encumbrances (no exceptions) and that GRANTOR and their heirs and personal representatives shall warrant and forever defend the said premises against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

In construing this deed and where the text so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2015, and it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its City Commission.

Mayor

City Manager

STATE OF OREGON }
 }
County of Clackamas } ss.

Personally appeared _____, who being duly sworn, did say that he is the Mayor of the City of Oregon City, an Oregon municipal corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its City Commission, and acknowledged said instrument to be its voluntary act and deed.

NOTARY PUBLIC FOR OREGON

STATE OF OREGON }
 }
County of Clackamas } ss.

Personally appeared _____, who being duly sworn, did say that he is the City Manager of the City of Oregon City, an Oregon municipal corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its City Commission, and acknowledged said instrument to be its voluntary act and deed.

NOTARY PUBLIC FOR OREGON

Accepted on behalf of the City of Oregon City on the condition that the deed dedication conveyed or easement granted is free and clear from any taxes, liens, and encumbrances.

City Manager

City Recorder

Public Works Director

Right of Way Taper Dedication
City of Oregon City
Clackamas County, Oregon
October 21, 2015
Project No. 2489-001 [A]

EXHIBIT "A"

A strip of land situated in the south one-half of Section 9, Township 3 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, being a portion of that property conveyed to City of Oregon City by Deed Document Number 2008-068546, Clackamas County Deed Records, being more particularly described as follows;

Commencing at the south one-quarter corner of said Section 9, being a found three and one-quarter inch bronze disk in a monument box at the centerline of Glen Oak Road;

thence, along the centerline of Glen Oak Road, North 89°41'25" West, 153.11 feet to the southerly extension of the west line of said City of Oregon City property;

thence, along said southerly extension and said west line, North 00°27'59" West, 776.05 feet to the south right of way line of Meyers Road, being 93.00 feet wide;

thence, along said south right of way line, along a 450.00 foot radius curve to the left, radial bears South 04°23'43" West, through a central angle of 05°43'50", [chord bears South 88°28'13" East, 44.99 feet] a distance of 45.01 feet to a point of reverse curvature;

thence, along a 350.00 foot radius curve to the right, through a central angle of 32°39'30", [chord bears South 75°00'23" East, 196.81 feet] a distance of 199.50 feet to a point of reverse curvature;

thence, along a 450.00 foot radius curve to the left, through a central angle of 26°20'16", [chord bears South 71°50'46" East, 205.04 feet] a distance of 206.86 feet to a point of tangency;

thence, South 85°01'25" East, 83.62 feet to the Point of Beginning;

thence, continuing along said south right of way line, South 85°01'25" East, 15.33 feet to the west right of way line of High School Avenue as described in Deed Document Number 2003-134813, Clackamas County Deed Records;

thence, along said west right of way line, South 00°27'09" East, 93.36 feet;

thence, leaving said west right of way line, North 09°35'39" West, 96.03 feet to the Point of Beginning;

Containing 712 square feet.

Bearings are based on the centerline of Glen Oak Road between found monuments at the south one-quarter corner of Section 9 and the southeast corner of Section 9 per Survey Number 2008-277, Clackamas County Survey Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 25, 1990
GARY R. ANDERSON
2434

RENEWS: 12-31-2015

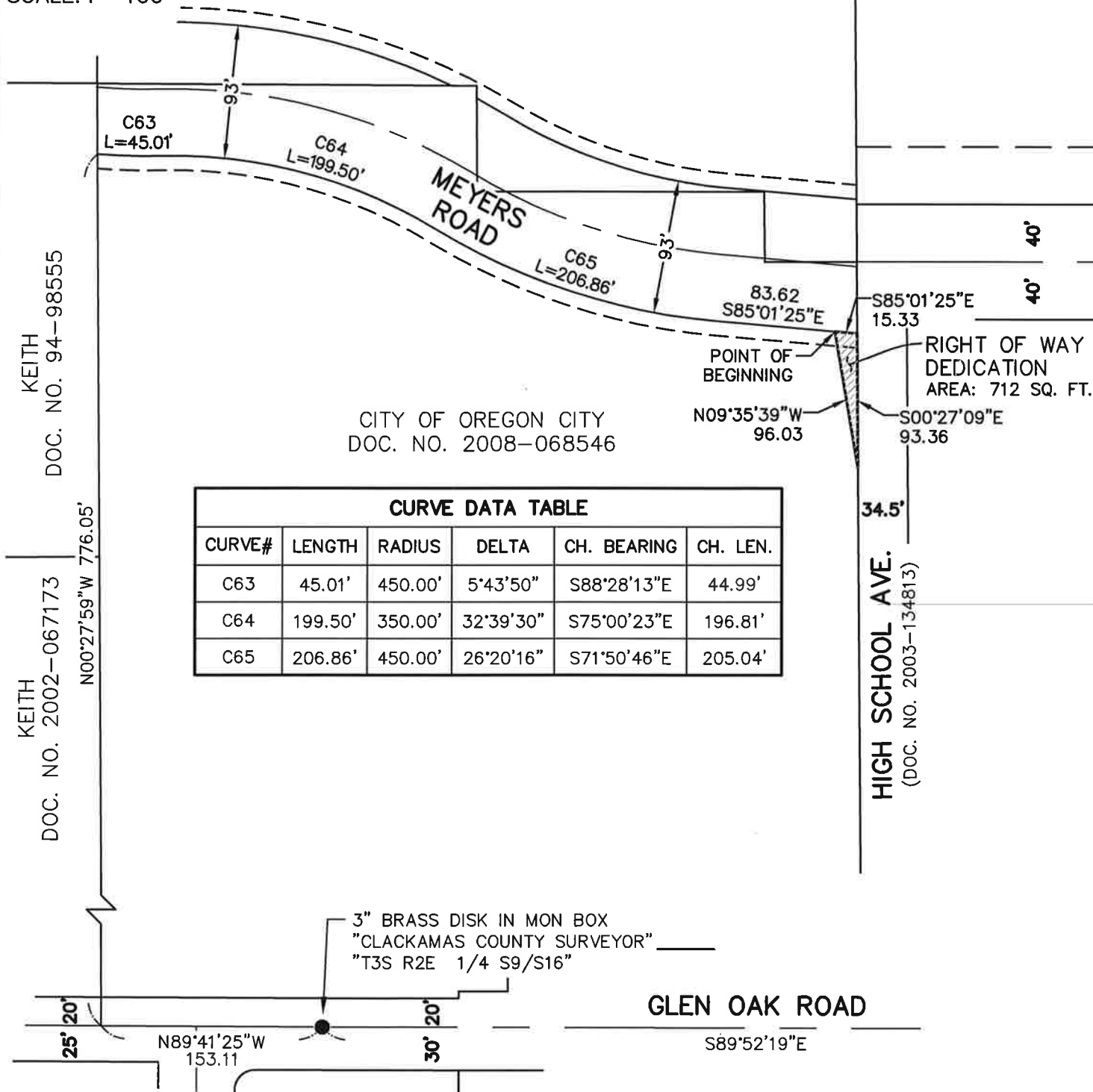
Drawing Name: J:\2489-001.14\Survey\CAD\DWG\2489-001E.dwg Oct 21, 2015 - 11:31am - showell



0 50' 100'

SCALE: 1"=100'

OREGON CITY SCHOOL DISTRICT #62
DOC. NO. 2012-080636



CURVE DATA TABLE

CURVE#	LENGTH	RADIUS	DELTA	CH. BEARING	CH. LEN.
C63	45.01'	450.00'	5°43'50"	S88°28'13"E	44.99'
C64	199.50'	350.00'	32°39'30"	S75°00'23"E	196.81'
C65	206.86'	450.00'	26°20'16"	S71°50'46"E	205.04'

EXHIBIT B
PAGE 1 OF 1

LOCATED IN THE S. 1/2 OF SECTION 9
TOWNSHIP 3 S., RANGE 2 E., W.M.
CLACKAMAS COUNTY, OREGON

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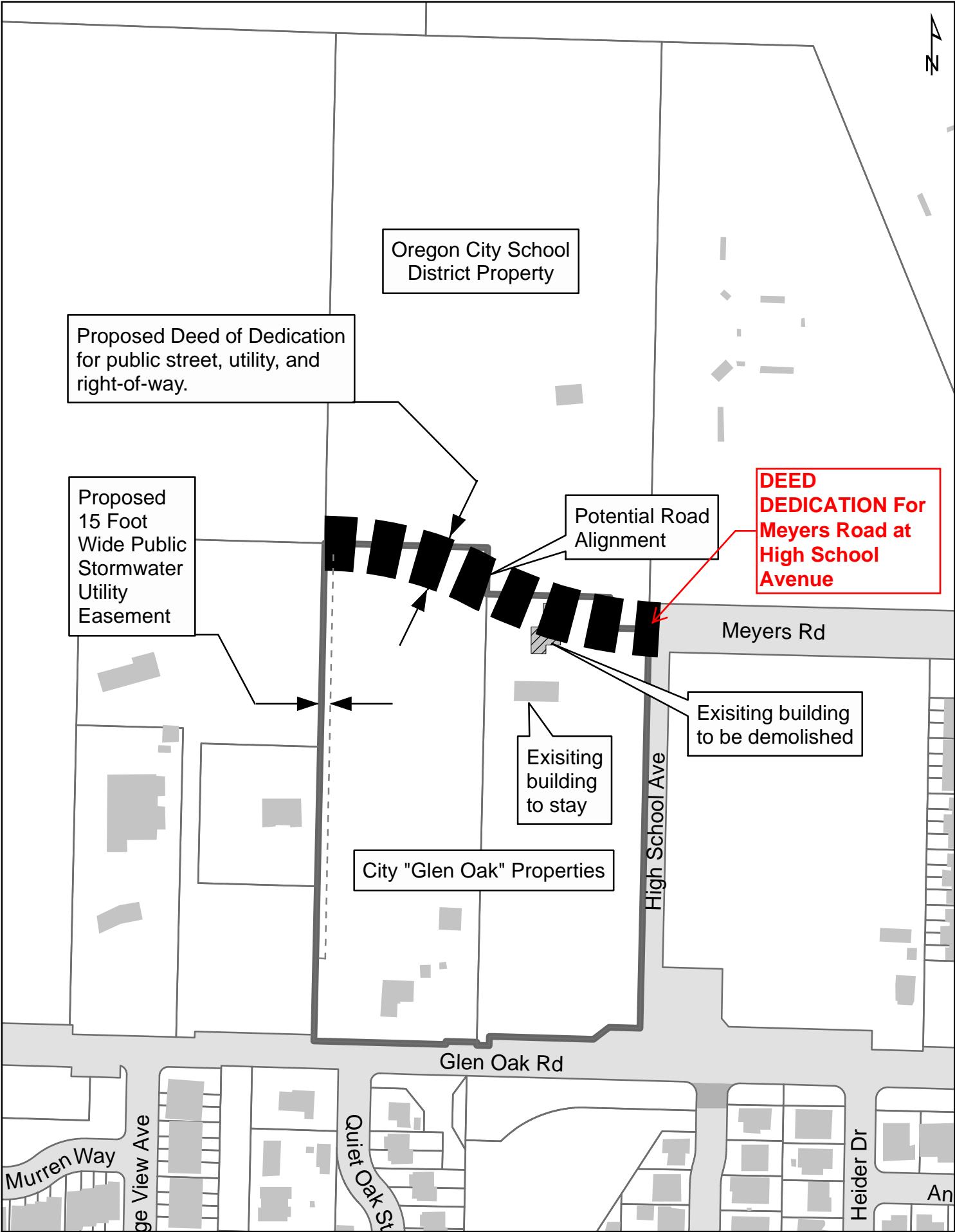


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Exhibit 1





City of Oregon City

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

Staff Report

File Number: 15-682

Agenda Date: 12/16/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8c.

From: Economic Development Manager Eric Underwood

File Type: Report

SUBJECT:

Economic Development Incentive Program Guidelines

RECOMMENDED ACTION (Motion):

Staff recommends that the City Commission approve the Economic Development Incentive Program (EDIP) Guidelines.

BACKGROUND:

At the City Commission retreat in January, 2015, the City Commission established the effort to maintain an environment for successful economic development as Goal 1. As part of that Goal, economic development incentive programs and the creation thereof was identified as an objective. The Economic Development Incentive Program guidelines as proposed meet that objective.

A total of \$150,000 was allocated in the current budget for economic development incentives over the next biennium (FY 15/17), equating to a potential expenditure capacity of \$75,000 per year to incentivise City-wide economic development projects. Staff is proposing a program that is relatively simple to administer and geared toward projects that would result in developments that are most likely to create living-wage jobs whether they be industrial, commercial or mixed-use. The program has been structured in a manner to achieve maximum effectiveness of the use of public funds.

Key concepts of the program guidelines include:

- * Incentives are in the form of a grant award
- * Qualifying projects must be commercial, mixed-use or industrial in nature
- * Construction of new capital or expansion projects only
- * Up to two application review periods per year or based on project demand
- * Maximum grant award of \$75,000/per year or one time award of \$150,000 (depending on the project)
- * Includes a %50 private match
- * Awarded funds are dispersed upon completion of project

The EDIP Guidelines were discussed at the December 8, 2015 City Commission Work Session and the consensus was to move the Guidelines forward for approval.

BUDGET IMPACT:

Amount:\$150,000

FY(s): 15/17

Funding Source: General Fund: Economic Development



City of Oregon City

625 Center Street
Oregon City, OR 97045
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Amount:\$150,000

FY(s): 15/17

Funding Source: General Fund: Economic Development

City of Oregon City Economic Development Incentive Program (EDIP) Guidelines

These guidelines for the Oregon City Economic Development Incentive Program (EDIP) are issued by the Oregon City Economic Development Department (OCEDD) pursuant to the authority granted by the City Commission of Oregon City, Oregon. The guidelines are provided to the public and potential applicants for informational purposes only and are intended to provide illustrative guidance for the application process. The OCEDD reserves the right to amend, modify, or otherwise alter these guidelines as required, without notice. Applicants to the EDIP should refer to the application for pertinent regulations and contact the Oregon City Economic Development Department for further information.

Table of Contents

1. Program Description
2. Definitions
3. Eligible Projects
4. Application Process & Deadlines
5. Evaluation Criteria
6. Checklist of Application Requirements
7. Contact Information

Oregon City Economic Incentive Program Guidelines

Program Description

The Oregon City Economic Development Incentive Program (EDIP) provides incentives as industrial/traded-sector financing grants for qualifying businesses within Economic Target Areas (ETA). The EDIP consists of grant funds in the amount of \$75,000 that are awarded to projects that can demonstrate a minimum of a 50 percent financial match, that have a substantial positive economic impact on the local economy, and are capable of creating new living-wage jobs.

The EDIP is intended to financially assist with the construction of new capital or expansion projects. Qualifying projects are those that are deemed desirable to the City and identified as potentially having a significant positive impact on the local economy. Significant development hardships relating to a particular project/development must be demonstrated through the application process before a project may become eligible for funding.

The basic structure of the EDIP is delineated in the chart below:

Program Title	Annual Program Allocation	Review Timing	Funding Amount	Min. Private Match	Eligible Projects	Timing of Project Funding
Economic Development Incentive Program	\$75,000	Twice per yr., Competitive, August & February	Up to \$75,000 per any one project	50%	Industrial, Com., Mixed Use	Reimbursement upon project completion

Prior to the official evaluation of an application, the Economic Development Manager must determine the following:

1. Completeness of the application
2. Whether the project is located within an Economic Target Area (ETA)
3. That the project has the potential of creating new jobs
4. Project applicant contribution of at least a 50% of project cost

Oregon City Economic Incentive Program Guidelines

Definitions

1. Economic Target Area (ETA) – An Economic Target Area (ETA) is a municipal designation of an area that has been identified as having a need for increased economic development on the parcels.
2. Economic Hardship – demonstration of difficulty caused by lack of funding or too few resources to complete a project.
3. Living Wage – a living wage is achieved when an employer pays employees at least 150% of the State minimum wage or \$13.65 per hour.
4. Traded Sector – industry sectors whose output in terms of goods or services are traded outside of the state and/or internationally, or could be traded internationally given a plausible variation in relative prices.

Eligible Projects

- Site Development/Redevelopment Projects - projects that prepare a site for new construction that will result in the creation of new jobs for the community.
- Expansion Projects - projects that expand a facility by a minimum of one third the existing structure's square footage and results in either new capital equipment and/or the creation of new jobs.

Application Process & Deadlines

Potential applicants for the EDIP must work with the Economic Development Manager from the earliest point possible in the project to discuss eligibility requirements and other items for consideration that are relevant to the program. The application process consists of the following:

- Participate in an informal pre-application meeting with the Economic Development Manager to discuss the project concept and elements that are essential for project approval
- Send a letter of intent to the City of Oregon City with attention to the Economic Development Manager indicating an interest in applying to the Economic Development Incentive Program (EDIP) and providing a project description.

Oregon City Economic Incentive Program Guidelines

- Complete and return the EDIP Application along with all required supportive information by the published deadline and provide one electronic copy to the Economic Development Manager at eunderwood@orc.org.
- If applicable, submit all local approvals and agreements as part of the application materials prior to the published deadline. Incomplete applications will not be considered.
- Attend the City Commission meeting when the project is presented to discuss project details and answer questions posed by the City Commission.
- Execute EDIP Agreement within ten (10) business days of grant approval by the City Commission and prior to commencing the project.

Please check with the Oregon City Economic Development Department (OCEDD) for the deadline to submit application materials. The OCEDD reserves the right to require additional information from applicants and defer project consideration, if deemed necessary.

Application Review

- Application review will occur no more than two times during the Fiscal Year beginning July 1, depending on available funds and project demand; once in August and once in February.
- Grant applications will be reviewed by the Economic Development Incentive Program Review Committee, which consists of a select group of City of Oregon City staff members.
- The EDIP Review Committee shall have ten (10) business days to determine application completeness.
- The EDIP Review Committee shall have 30 days to complete the review of an application once it has been deemed complete (if submitted prior to the application deadline).
- Applicant will be notified of the review results after the 30-day period.
- A staff report will be drafted with the recommendation of the EDIP Review Committee to the City Commission.

Award Process

- A project will only move forward to the City Commission if a minimum score of 70% is achieved through EDIP Committee review based on program criteria.
- A project cannot be awarded until it has been presented to, and reviewed by, the City Commission of Oregon City.
- If the project is approved by the City Commission, then the project is deemed awarded.

Oregon City Economic Incentive Program Guidelines

- Grant funds are allocated by reimbursement only and only when the project is deemed complete.
- Projects must be completed within 18 months of award.
- Completeness of a project is determined by the following:
 - Submittal of a copy of the final invoice from all contractors relating to the project
 - Submittal of a copy of the final payment made to all contractors relating to the project
 - Signature by the Oregon City Building Official indicating that the project is complete and constructed per approved construction documents



City of Oregon City

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

Staff Report

File Number: 15-691

Agenda Date: 12/16/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8d.

From: City Recorder Kattie Riggs

File Type: Minutes

Minutes of the November 3, 2015 Special Work Session



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., Renate Mengelberg

Tuesday, November 3, 2015

5:30 PM

Commission Chambers

SPECIAL WORK SESSION

1. Convene Special Work Session

Mayor Holladay called the meeting to order at 5:30 PM.

Present: 5 - Commissioner Brian Shaw, Commissioner Rocky Smith, Commissioner Carol Pauli, Mayor Dan Holladay and Commissioner Renate Mengelberg
Staffers: 3 - Community Development Director Tony Konkol, Assistant City Recorder Jaime Reed and Human Resources Director Jim Loeffler

2. Roll Call

3. General Business

3a. City Manager Recruitment Process

Jim Loeffler, Human Resources Director, reviewed what was done in 2010 for the City Manager recruitment. He asked if the Commission wanted staff to do the recruitment or a search firm. He also asked for direction on the screening process and he recommended hiring someone to do the background checks. The Commission would also need to determine the salary range and agree on the job description.

Tony Konkol, Community Development Director, said the Chamber appreciated being part of the 2010 process.

The Commission discussed the draft standards, criteria, and policy directives. The Commission did not want to require the City Manager to live inside the City limits.

Commissioner Mengelberg wanted to make sure the criteria included creative problem solving, good negotiation skills, and good at forging collaborative relationships.

There was consensus to add the recruitment process to the City Commission meeting agenda on November 4. They wanted to make sure to leave it open for senior managers to apply. The Commission agreed to add experience in economic development and large scale public and private development project management to the criteria. There was consensus to have City staff do the recruitment. The budget for the interview process would be \$10,000-15,000. Staff would do the first screening, but could provide the Commission an opportunity to look at the applications if they wanted. Staff would narrow it down to ten candidates and the Commission would pick three candidates to do a high level background check on

before the interviews.

There was discussion regarding the interview process, how many public meet and greets to have, and whether or not to hold stakeholder interviews. The consensus was to have senior staff and mid-level staff interview the candidates as well as hold one general public and one business and community stakeholders meeting with the format yet to be determined.

Regarding salary, there was consensus for a range between \$140,000 and \$165,000. There was a preference for local candidates coming from Oregon and Washington.

Mr. Loeffler said for the job announcement he would like some key opportunities and challenges to include. Commissioner Pauli thought the Commission could look at what was done last time and make edits to that. There was consensus to send any edits to staff by the end of the week.

There was discussion regarding the benefits and vacation offered. Mayor Holladay wanted to discuss the vacation accrual for the City Manager and senior staff at another time.

3b.

Executive Team Evaluation Process

Mayor Holladay stated the Executive Team was due to be evaluated soon. The City's labor attorney recommended the senior staff do self-evaluations and turn them into Mr. Loeffler who would evaluate them and bring a recommendation to the Commission as far as raises. Mr. Loeffler would do a self-evaluation and give it to the City Commission who would then conduct his evaluation.

4. City Manager

Mr. Konkol discussed the upcoming biennium budget update and review of the Commission goals in January. He would be applying for the City Manager position and to avoid any conflict of interest, he would not be able to assist the Commission in the recruitment process.

5. Adjournment

Mayor Holladay adjourned the meeting at 7:00 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: 15-692

Agenda Date: 12/16/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8e.

From: City Recorder Kattie Riggs

File Type: Minutes

Minutes of the November 10, 2015 Joint Work Session with the Natural Resources Committee



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., Renate Mengelberg

Tuesday, November 10, 2015

5:30 PM

Commission Chambers

Joint Work Session with the Natural Resources Committee

1. Convene Joint Work Session

Mayor Holladay called the meeting to order at 5:30 PM.

2. Roll Call

Present: 8 - Commissioner Brian Shaw, Commissioner Rocky Smith, Commissioner Carol Pauli, Mayor Dan Holladay, Member Ginger Redlinger, Member Doug Neeley, Member Bill Clark and Member Douglas DeHart

Absent: 1 - Commissioner Renate Mengelberg

Staffers: 10 - Community Development Director Tony Konkol, Public Works Director John Lewis, Library Director Maureen Cole, Human Resources Director Jim Loeffler, Community Services Director Scott Archer, Finance Director Wyatt Parno, Captain Greg Fryett, Assistant City Recorder Jaime Reed, Planner Pete Walter and Planner Christina Robertson-Gardiner

3 Discussion Items

3a. Natural Resources Committee Update

Tony Konkol, Interim City Manager, said this was a joint meeting with the Natural Resources Committee (NRC) to provide an update and discuss the work of the NRC.

Pete Walter, Planner, discussed the accomplishments of the NRC over the last few years.

Ginger Redlinger, NRC Chair, said the NRC had three questions to discuss with the Commission. The first was what was the best way to continue to ensure open dialogue between the Natural Resources Committee and City Commission and other City departments and groups. The second was how should the recommendations made by the NRC be processed and acted upon by City staff and committees. The third was what was the best way to continue to enhance inter and intra communications between the NRC and City Commission and other City departments and groups. She thought some suggestions were included in the revised NRC bylaws.

Mr. Walter explained the process the NRC took to revise the bylaws.

Mr. Neeley thought working with the Planning Department made sense and they could collaborate with the Parks and Public Works departments when needed.

Commissioner Pauli would like to know the NRC's goals for the Commission's goal setting process.

Commissioner Shaw thought the NRC should give the Commission an annual update.

Commissioner Smith thought there should be a process for staff to check-in with all City committees to see if they had any items to bring to the Commission before the Commission Retreat in January.

Mayor Holladay clarified the January Retreat was planned to be a Commission Goals progress update not a revision of goals.

Mr. Konkol asked the Commission to consider what specific goals or projects the NRC could work on, the NRC would like direction from the Commission on their work plan and he asked for the NRC's role to be defined more clearly when issues arise involving other departments with existing Committees in place. If there are specific projects they should work on they need to budget for them in the next biennium to get more accomplished. He added there are various avenues they could focus on like education, finding Grants, or Tree City, and asked the Commission to think about this over the next year before the next budget cycle.

Commissioner Smith stated the scope of NRC had been more narrow and focused on the Cove, he wanted to know what the status of that project was and if that was still the main focus of the NRC.

Mr. DeHart said the committee is willing to work on new challenges, but would like more direction. He asked the Commission when they would approve of the revised NRC bylaws. Mayor Holladay suggested they be added to the consent agenda of the next Commission Meeting.

4. Adjournment

Mayor Holladay adjourned the meeting at 5:55 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: 15-690

Agenda Date: 12/16/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8f.

From: City Recorder Kattie Riggs

File Type: Minutes

Minutes of the November 10, 2015 Work Session



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., Renate Mengelberg

Tuesday, November 10, 2015

6:00 PM

Commission Chambers

Work Session

1. Convene Work Session

Mayor Holladay called the meeting to order at 6:00 PM.

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

Excused: 1 - Commissioner Renate Mengelberg

Staffers: 11 - Community Development Director Tony Konkol, Public Works Director John Lewis, Library Director Maureen Cole, Human Resources Director Jim Loeffler, Community Services Director Scott Archer, Finance Director Wyatt Parno, Captain Greg Fryett, Assistant City Recorder Jaime Reed, Planner Pete Walter, Planner Christina Robertson-Gardiner and Assistant City Attorney Carrie Richter

2. Roll Call

3. Future Agenda Items

Mayor Holladay suggested a follow up discussion regarding the Buena Vista House.

4. Discussion Items

4a. Beaver Creek Road Concept Plan: Overview and Discussion of the Re-Adoption Process

Tony Konkol, Community Development Director, stated staff would be giving a history of the Beaver Creek Road Concept Plan. The first Planning Commission hearing on this issue would be held on November 23, 2015 and the City Commission public hearing on December 2, 2015.

Pete Walter, Planner, reviewed the goals of the Concept Plan, boundaries of the Concept Plan, and zoning of the area.

Carrie Richter, City Attorney, discussed the three assignments of error posed by Elizabeth Graser-Lindsay and gave the status of the LUBA appeal, LCDC appeal, and remand. Staff recommended that instead of revisiting the substance of the Concept Plan to instead revisit the utility infrastructure issue and revise it to match the current projections of demand. The Commission had instructed to take this back to the Planning Commission for the limited purpose of opening the record to revisit the utility question and Title 4 lands question.

Mr. Walter explained the updated Title 4 industrial lands map and gave a summary of the 2006-2007 Concept Plan process, maps and proposed development of the Concept Plan area, stormwater plan, site circulation, and likely to be funded Transportation System Plan projects in the Concept Area.

John Replinger, Traffic Engineer, said the analysis that was done in 2007-2008 resulted in a series of project recommendations and those were carried forward into the Transportation System Plan. The development of the area would be consistent as a combination of residential and employment uses as well as the transportation system and grid system. There was consistency between the TSP and the prior Concept Plan.

Mr. Walter discussed the TSP shared biking and walking solutions, Beavercreek Road expansion, stormwater facilities, cost estimates for the TSP projects, multi-modal transportation options, local connectivity, meeting the Transportation Planning Rule, and need for alternative mobility standards.

Mr. Replinger said regarding the alternative mobility standards, a new standard was adopted in the TSP which allowed a greater level of congestion than what was allowed in the past and new alternative mobility standards needed to be created to mitigate and manage the congestion. That process would begin soon.

Mr. Walter summarized the acreage of the development areas and projected number of jobs and housing that would be created. He then discussed the public meetings that had been held.

There was discussion regarding the need for the alternative mobility standards before development could occur. Mayor Holladay was in favor of moving forward with the process to adopt the plan.

4b.**Willamette Falls Legacy Project Update**

Mr. Konkol gave an update on the Willamette Falls Legacy Project. He discussed the Intergovernmental Agreement with the partners which would be brought to the Commission in January, refining the Finance Plan for the five million dollar grant from the State, and the planning and public participation for the Riverwalk.

Christina Robertson-Gardiner, Planner, provided information regarding the first phase of development which would include programming, public input, and design direction. For the Riverwalk they hoped to have a contract signed as soon as the IGA was approved. The products that would come out of the Community Planning and Development Grant were a refined master plan land use document, development opportunities strategy report, data for the public implementation plan, and development agreement with Falls Legacy, LLC. She explained the agreements that would come out of the process. Staff was working hard on integrating the public and private partnerships for the project.

Mr. Konkol said staff submitted a pre-application for a grant for trails between the Promenade and the Canemah Children's Park, along with a grant for the 99E corridor from Oregon City to Milwaukie.

5. City Manager's Report

Jim Loeffler, Human Resources Manager, stated the City Manager recruitment opened that day and some applications had already been submitted. He had

received a citizen comment regarding the policy standards and criteria for the City Manager. The suggestion was to include a preference for non-work related volunteer organization participation.

The Commission thought it could be a question during the interviews.

6. Adjournment

Mayor Holladay adjourned the meeting at 7:10 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: 15-693

Agenda Date: 12/16/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8g.

From: City Recorder Kattie Riggs

File Type: Minutes

Minutes of the November 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., Renate Mengelberg

Wednesday, November 18, 2015

7:00 PM

Commission Chambers

1. Convene Regular Meeting

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

Present: 5 - Commissioner Brian Shaw, Commissioner Rocky Smith, Commissioner Carol Pauli, Mayor Dan Holladay and Commissioner Renate Mengelberg

Staffers: 11 - Community Development Director Tony Konkol, City Attorney William Kabeiseman, Public Works Director John Lewis, Police Chief and Public Safety Director James Band, Community Services Director Scott Archer, City Recorder Kattie Riggs, Library Director Maureen Cole, Economic Development Manager Eric Underwood, Assistant Parks and Recreation Director Denise Kai, Human Resources Director Jim Loeffler and Jonathan Waverly

2. Roll Call

3. Flag Salute

4. Ceremonies, Proclamations and Presentations

4a. Recognizing Denise Kai and Jon Waverly for Life Saving Actions

An audio clip was played of Judith Miller telling the story of how Denise Kai and Jon Waverly helped save the life of her mother.

Mayor Holladay thanked Ms. Kai and Mr. Waverly and presented them with letters of commendation for exceptional professionalism in life saving actions. Ms. Miller thanked them for saving her mother's life.

4b. Planning Commission Annual Update

Charles Kidwell, Planning Commission Chair, presented the annual Planning Commission report. He thought the Commission worked well together. He discussed the applications brought to the Commission over the last year. It had been a productive and positive year.

Mayor Holladay thanked the Planning Commission for their work.

4c. Presentation by Metro Councilor Carlotta Collette

Carlotta Collette, Metro Councilor, presented a check to the City from the Community

Planning and Development Program for the Willamette Falls Legacy Project. Metro along with other partners was applying for an EPA grant to look at the brownfield potential along the McLoughlin corridor. She took a tour of the work being done at the Canemah Bluffs to create handicap access to the area. She hoped to schedule a tour for the Commission in the spring.

4d. Tourism Presentation by Jonathan Stone

Jonathan Stone, Executive Director of the Downtown Oregon City Association, introduced the topic. He asked the Commission to consider several questions. Was tourism a continued priority of the City, would the City continue the grant program funded by the tourism tax, and how soon should they act. He did not think the grant program was the most effective option and thought the Commission should take decisive steps to move the proposed plan forward as soon as possible.

Doug LaPlaca, President/CEO of Visit Bend, gave a presentation on the proposed Strategic Tourism Plan. The potential for tourism in Oregon City was enormous, but those tourism assets were not fully developed or operational. The timing was right to get the community together and align with a common vision and plan. That plan recommended involvement of City staff and the Commission in developing tourism. The three pillars of responsibility were heritage asset operations, tourism promotion, and financial strategy. The plan gave recommendations on how the City could take ownership of establishing a financial strategy for the long term. One of the first decisions would be to terminate the current grant program. He thought the various heritage groups were willing to work together toward a common goal.

Mayor Holladay wanted to see more details of the plan in a future Work Session.

Eric Underwood, Economic Development Manager, said there was a Work Session on tourism already scheduled for December. He suggested it could be a joint Work Session.

Wyatt Parno, Finance Director, suggested after the Work Session the Commission defer any final decision so that staff could further vet the finances of the plan.

The Commission agreed to discuss this issue at the Work Session in December.

5. Citizen Comments

There were no citizen comments.

6. Adoption of the Agenda

The agenda was adopted as presented.

8. General Business

8a. Resolution No. 15-29, A Resolution Interpreting the Term "Designated as a Park" as Set Forth in Chapter X, Section 43 of the City of Oregon City Charter

John Lewis, Public Works Director, said he had given the Commission a history of this issue at the last meeting. He did not think the intent of the Charter in 1970 was to make the Public Works facility a part of Water Board Park. The hearing had been

continued for staff to revise the resolution to include what had been discussed at the last meeting. He recommended approval of the resolution.

Bill Kabeiseman, City Attorney, said he helped put the resolution together. The key issue was whether or not the intent was to designate this area as a park under the City Charter with its protections. The Commission decided that it was their understanding that was not the intent.

Commissioner Shaw thought it was clear that this was not designated as a park.

Commissioner Smith did not think the Operations Center was part of the park. He was concerned at the last meeting because he did not have a chance to review all of the information before making a decision.

Mayor Holladay said the McLoughlin Neighborhood Association submitted information that was over 50 pages, some dating back from 1941 and most of it was prior to the 1970 Charter amendment. He thought it was clear in the 1970 Charter amendment that the outline of Water Board Park was accurately delineated. Given that evidence and the fact that the historic use of the site had been going on for over 80 years and they had done due diligence on this issue, this property had not been planned to be a park. There was not any ordinance, resolution, or minutes that stated otherwise.

Commissioner Mengelberg arrived at 7:47 PM.

Kattie Riggs, City Recorder, said three comments had been entered into the record, one by Jesse Buss, one by Teri Stewart, and one by Cameron McCredie.

Commissioner Pauli said it was clear and in writing in the 1970 Charter amendment.

Commissioner Shaw appreciated all of the work done by the McLoughlin Neighborhood Association.

A motion was made by Commissioner Shaw, seconded by Commissioner Pauli to approve Resolution No. 15-29, a resolution interpreting the term "designated as a park" as set forth in Chapter X, Section 43 of the City of Oregon City Charter. The motion carried by the following vote:

Aye: 5 - Commissioner Brian Shaw, Commissioner Rocky Smith, Commissioner Carol Pauli, Mayor Dan Holladay and Commissioner Renate Mengelberg

8b. Urban Renewal Commission Member Appointment

Mayor Holladay said three candidates had been interviewed for the Urban Renewal Commission. The Commission each voted for one candidate on a ballot. The candidate who got the most votes was Stephen VanHaverbeke.

7. Public Hearings

7a. Appeal of Decision to Deny Public Improvement Modification Request (Planning File AP-15-0001: Appeal of PI-15-0001)

Mayor Holladay opened the public hearing.

Tony Konkol, Community Development Director, said this was an appeal of the Community Development Director's decision regarding half street improvements

associated with the construction of a home on a lot of record.

Pete Walter, Planner, presented the staff report. In 2013 the new Transportation System Plan was adopted along with Code requirements that required street improvements for new construction of single family homes. The improvements included half street improvements, sidewalks, curbs, gutters, and street trees. Any modifications to that requirement would be a Type II land use decision. After staff level review, the application was denied. This was a 5,000 square foot lot consisting of two 2,500 foot lots of record. It was in the R-8 zone and was a legal, non-conforming lot. The applicant applied for a building permit for a new single family home on this parcel. The building permit was conditioned on the provision of the public improvements. Two other lots in the area had been handled the same way. The City Engineer accepted a fee in lieu of construction for the cost of the sidewalks. The fee in lieu was 150% of the cost to account for soft costs. There was a modification request regarding the street improvements, which was denied by staff. Street improvements were required to fulfil the purpose of the Code to make street and sidewalk connections. There were stubs to the north and south of the property on Gilman Drive and Harriet Street that needed to be connected.

Mr. Lewis clarified the applicant knew about the requirements before they built the house. With this application it would be three payments from three property owners that equaled \$33,000 and the decision when to design and build the road was not being contemplated at this time. The project would have to be added to the Capital Improvement Program and there would be a need for more funding to complete the project. There were other properties in the area that would have to meet the same requirement for future street connections and the money would be used for sidewalk and half street improvements at that time all the way to Morton Road. Sewer and water utilities were in Harriet Street.

Mr. Kabeiseman explained the public hearing procedure. He asked if there were any conflicts of interest, ex part contact, or bias to declare.

Mayor Holladay said the applicant was an employee of the Willamette Falls Media Center while he was chair of the board.

Mr. Kabeiseman said since this was the first evidentiary hearing, the record was open to new evidence and issues. A final decision could be made that night.

Barbara and Tom Brady, applicants, appealed the City's denial of the application because they did not think the application was fairly, fully, and completely reviewed and thought the City's demands were unconstitutional. They discussed three Supreme Court cases that were included in the modification application regarding takings under the Fifth Amendment of the US Constitution. The 1997 Nolan case clarified that Oregon City needed to demonstrate an essential nexus between occupying their house and the need for the extensive street improvements. The 1994 Dolan case clarified that Oregon City needed to demonstrate rough proportionality between occupancy and the need for street improvements by making an individualized determination that the requirement was related in both nature and extent to the impact of occupancy. The 2013 Koontz case clarified that both essential nexus and rough proportionality must be demonstrated even when the demand was for money. There must be a reasonable relationship in both nature and extent between the City's demand and occupying the house. In this situation, essential nexus did not exist. Essential nexus meant there must be a connection between the required payment and occupancy and there was no connection. In the City's response to their modification proposal, the City attempted to quantify the impact of occupying the house would have on traffic saying they would add 12% traffic on the

street. This argument illustrated the unfairness of exacting money from them and two other property owners when the other five households were paying nothing. It was also a problematic calculation because adding 12% to very little traffic was still very little traffic. The City cited Metro's traffic demand model in the denial, but they only cited one portion of the data to make a skewed argument. The model showed that changes in traffic to and from their area would yield less than half percent overall change in traffic over the next 20 years, but the City cited changes in traffic to the area and omitted traffic changes from the area. The City entirely omitted the resulting model finding that there was a net of only .4% increase in traffic anticipated in the area over the next 20 years. The City required them to construct an additional 10 feet of pavement making their share of the responsibility for the street paving more than 81%. There was no nexus between occupying their house and requiring 26 feet of pavement, five feet of sidewalks, five feet of landscape strips, and gutters. They were at the end of a dead end street that was narrow and far from meeting the City's designation as a 54 foot wide right-of-way. The need for full half street improvements did not arise from occupying their house. In comparing Gilman Drive to Harriet, Gilman was only 39 feet wide and carried far more traffic than Harriet and did not have landscape strips. Morton and Georgia streets were much closer to Harriet, and neither had sidewalks, landscape strips, or much pavement. No City planning document cited Harriet as scheduled or contemplated for street improvements so neither they nor their neighbors were likely to benefit from any current monetary exaction. Harriet would remain a dead end street for the foreseeable future and the City admitted that the need for the full half street improvements would arise only when and if the property at the end of the street was divided. They thought the City failed to demonstrate essential nexus between occupying the home and the need for full half street improvements. The City also failed to demonstrate rough proportionality. The City had the option of not requiring any street improvements or requiring only some improvements. City staff claimed that additional traffic resulting from occupancy of the house triggered the need for street improvements, but this had no basis in fact. One additional family living at the end of a dead end street did not generate the need for sidewalks, landscape strips, and wide pavement that existed nowhere on the street or any street nearby. The City's transportation engineer found that the street could function acceptably as it was. They thought the best way to fund the improvements was creating a future Local Improvement District when the improvements became necessary. They were willing to offer an agreement of non-remonstrance to assist the City in the eventual formation of an LID or to revive the Morton Road LID. That agreement would be included with the title on any sale of their property and would apply to any new owners. The City's denial only responded to two of the Supreme Court cases the applicants cited in the application omitting a review and findings for the entirety of the modification application, especially the section pertaining to the unconstitutionality of the City's actions. The Koontz case placed the burden on the government to demonstrate the demand for an in lieu fee was roughly proportionate to the impact of occupying the house, although the burden had been placed on them to show the exaction was not roughly proportional. The City did not discuss the coordination of an LID, which the applicants supported. The transportation engineer found that Harriet could function acceptably just as it was. The agreement for non-remonstrance would perfectly align with this finding. The City Attorney said it would not be fair for them not to pay the in lieu fee when two other neighbors had paid. The neighbors had paid in protest and only because of time constraints had not appealed. There was a Morton Road LID that included Harriet and they questioned why this was not being considered as the logical tool with which to fund any eventually needed street improvements. Their modification proposal was not fairly, fully, and completely reviewed and their constitutional rights were being violated by City demands. The need for full half street improvements now was not supported by the City's transportation engineer. Only three of the eight property owners on Harriet had occupancy conditioned on paying for the unnecessary

improvements. Their agreement for non-remonstrance aligned perfectly with the current situation, guaranteeing they would support the formation of an LID if and when Harriet had a need to be improved. The money would be used specifically for Harriet improvements and would be fairly and proportionately exacted from all who would benefit.

Stephanie Head, resident of Oregon City, was in support of Ms. Brady's modification application. The City's transportation engineer stated the improvements on Harriet were not needed at this time. Georgia was also a short, dead end street with no sidewalks, landscaping, or gutters. None of the surrounding streets had what the City was demanding of Harriet. The City's comparison of Gilman Drive was much narrower than what the City was demanding of Harriet. She thought Ms. Brady's modification proposal made the most sense for the current situation.

Ms. Brady pointed out that she and her husband never questioned or fought against taxation or demand for contributions. They believed in supporting public infrastructure. They objected to the cost of the review before any improvements were done and how there was a disincentive to do anything but pay the in lieu fee.

Mayor Holladay closed the public hearing.

Mr. Lewis said most subdivision development required street extensions that weren't necessarily needed for the development but to ensure the next development could continue. That was the case in this situation. He did not think it was a question of if this area would develop, but when. The requirement was included in the Code for this specific reason. This road would be built to the current City standard and this was an attempt to secure some level of funding to build it in the future. They were keeping track of the money collected so it could be allocated to this particular project. It was more cost effective to do it when there was a large development to build the improvements. They could still form an LID in the future. It would be wider than Morton Road, and Gilman was wider with sidewalks. Extending Harriet would give another access point and connectivity. This would secure funds for future road improvements. If an LID was formed, those who had already paid would not have to pay again.

Mr. Parno explained how the funds could be tracked through a balance sheet account and could wait until Harriet was ready to be improved.

Mr. Kabeiseman addressed the legal arguments that had been made by the applicant. He explained the three cases, Nolan, Dolan, and Koontz. This application would have an impact on the transportation system and there was an essential nexus. Building roads in front of your property was generally reasonable, which meant it was roughly proportional. He thought the City was on safe ground regarding the constitutionality analysis.

Commissioner Pauli said new development paid for connectivity and filling in any gaps. It was a requirement in the Code so they could have neighborhoods with sidewalks, connectivity, and developed to standards.

Commissioner Mengelberg said this was standard practice in Oregon that as development occurred they would be required to do half street improvements. Sidewalks did add value to the property. It was problematic when development happened at different times and collecting fees in lieu made sense to save up money and do the entire street at one time. She would vote against the appeal.

Commissioner Shaw said they had to look at long range planning and would also

vote against the appeal.

Mayor Holladay did not think the Nolan and Dolan cases applied in this case. While he was sympathetic to the cost, the City had the responsibility to make sure development was paying its fair share of the infrastructure costs. He thought sidewalks were a good thing to have and the City was requiring them of everyone. While looking at it from a small view of Morton, Harriet, and Gilman it might look unreasonable, but in the grand scheme it was reasonable.

A motion was made by Commissioner Mengelberg, seconded by Commissioner Shaw to deny the appeal of the decision to deny public improvement modification request (Planning File AP-15-0001: Appeal of PI-15-0001) and adopt the Community Development Director's decision as the City's final decision. The motion carried by the following vote:

Aye: 5 - Commissioner Brian Shaw, Commissioner Rocky Smith, Commissioner Carol Pauli, Mayor Dan Holladay and Commissioner Renate Mengelberg

7b. Second Reading of Ordinance No. 15-1012, Pavilion Park III Development Application for Zone Change

A motion was made by Commissioner Pauli, seconded by Commissioner Smith to approve the second reading and final adoption of Ordinance No. 15-1012, Pavilion Park III development application for zone change. The motion carried by the following vote:

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

9. Consent Agenda

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

Aye: 5 - Commissioner Brian Shaw, Commissioner Rocky Smith, Commissioner Carol Pauli, Mayor Dan Holladay and Commissioner Renate Mengelberg

9a. Resolution 15-34: A Resolution adopting Revised Bylaws for the Natural Resources Committee

9b. State of Oregon Department of State Lands Lease 17480-ML

9c. OLCC: Liquor License Application- On-Premises Sales, New Location: Applying as a Corporation Company, Mebos Inc. DBA Rea's Deli 1678 Beavercreek Road Suite A, Oregon City, OR 97045

9d. Minutes of the November 13, 2015 Special Meeting

9e. Minutes of the October 21, 2015 Regular Meeting

10. Communications

a. City Manager

Mr. Konkol announced the 100 year anniversary of the Oregon City Municipal Elevator would be on December 5. The annual Christmas tree lighting would also be held on that day. The long time park hosts at the Clackamette RV Park would be moving on in the next couple of weeks. Due to the flooding that occurred in the winter and low usage, the RV park would be closed on December 7. A park host was imperative for the site.

Scott Archer, Community Services Director, stated the intent would be to re-open the RV park in the spring. There would be further discussion whether closing in the winter would be a permanent practice. Future improvements were planned to address the flooding issue.

Maureen Cole, Library Director, gave an update on the construction of the new library addition.

b. Commission

Commissioner Smith announced an Oregon City High School state quarter finals football game on November 20 against West Linn. He also announced the upcoming play at the High School, Little Women, which would run December 9-12. Christmas Parlor tours would be held on December 12.

Commissioner Shaw thanked the Clackamette RV park hosts for their work. He attended a tourism meeting, veterans assembly at the High School, and Janicki Omni Processor presentation.

Commissioner Pauli attended several Main Street meetings and Willamette Falls Locks Working Group meeting.

c. Mayor

Mayor Holladay received a message from Amber Holveck, Chamber of Commerce Director, inviting the Commission to the Bike Concierge Ribbon Cutting on November 19. He hosted some tours at the Blue Heron site, attended a Tri-Cities Advisory Committee meeting, and had been working on the Willamette Falls Legacy Project and development at the Rothman site.

11. Adjournment

Mayor Holladay adjourned the meeting at 9:12 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: 15-689

Agenda Date: 12/16/2015

Status: Consent Agenda

To: City Commission

Agenda #: 8h.

From: City Recorder Kattie Riggs

File Type: Minutes

Minutes of the December 2, 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., Renate Mengelberg

Wednesday, December 2, 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 Rocky Smith, Commissioner Carol Pauli, Mayor Dan Holladay and Commissioner Renate Mengelberg

Absent: 1 - Commissioner Brian Shaw

Staffers: 9 - Community Development Director Tony Konkol, City Attorney William Kabeiseman, Public Works Director John Lewis, Police Chief and Public Safety Director James Band, Community Services Director Scott Archer, City Recorder Kattie Riggs, Library Director Maureen Cole, Finance Director Wyatt Parno and Economic Development Manager Eric Underwood

2. Flag Salute

3. Ceremonies, Proclamations and Presentations

3a. Presentation of Grant Award from Oregon Community Foundation to Oregon City Library Foundation

Maureen Cole, Library Director, introduced Richard Goddard and Wendy Veliz from the Oregon Community Foundation and Karen Martini from the Oregon City Library Foundation.

Mr. Goddard gave a background on the Oregon Community Foundation which was founded over 41 years ago with an initial contribution of \$60,000. It had turned into \$1.5 billion in assets through the generosity of hundreds of Oregonians. OCF created funds that supported causes donors were passionate about and OCF consolidated the contributions and managed them. That night OCF was contributing \$30,000 to the Oregon City Library Foundation to renovate and expand the 100 year old Carnegie Library. The money came from the Ashley K. Drew Foundation Fund and Jerome S. and Barbara Bishop Library Sub Fund.

Ms. Martini thanked the Foundation for their contribution and vote of confidence that would help leverage funding from other foundations.

3b. Citizen Involvement Committee Annual Update

Amy Willhite, CIC Chair, presented the Citizen Involvement Committee's annual report. She discussed the CIC goals, events, presentations, neighborhood association visits, and inactive neighborhood associations.

4. Citizen Comments

Jonathan Stone, Executive Director of the Downtown Oregon City Association, announced the Economic Restructuring Committee had been reactivated. A Retail Broker Open House would be held on December 10, 2015 and a Cultural Working Group was being formed. He also announced the Tree Lighting Ceremony and 100th anniversary of the Elevator on December 5, 2015. The Snowflake Raffle would be held on December 12, 2015.

5. Adoption of the Agenda

The agenda was adopted as presented.

6. Public Hearings

6a. Re-adoption of the Beavercreek Road Concept Plan - Request for Continuance (Planning File LE 15-03)

Mayor Holladay opened the public hearing.

Bob Mahoney, resident of Oregon City, thought the cities in the Portland metro region had to come to the collective decision that they were in the process of a metropolitan regional plan and were partners in that. The City had to be in compliance with various laws and address the issues while still making decisions for local problems. He wished the Commission good luck in facing these challenges.

A motion was made by Commissioner Pauli, seconded by Commissioner Smith to continue the hearing for re-adoption of the Beavercreek Road Concept Plan (Planning File LE 15-03) to January 6, 2016. The motion carried by the following vote:

Aye: 4 - Commissioner Rocky Smith, Commissioner Carol Pauli, Mayor Dan Holladay and Commissioner Renate Mengelberg

7. General Business

7a. Resolution No. 15-36, Supporting a Joint Grant Application with Metro and Clackamas County for Environmental Protection Agency (EPA) Funds to Conduct Brownfield Assessment and Remediation in the McLoughlin Investment Area

Tony Konkol, Interim City Manager, said the City had the opportunity to partner with Metro and Clackamas County to apply for an EPA grant that would address brownfield assessments along the 99E corridor. It would go from the Blue Heron site to the industrial area north of Milwaukie. The grant would provide initial investigation and remediation assessment of brownfields for redevelopment. Once they did the first steps for the grant process, it opened up additional federal funds for clean-up at a later date for sites where it might be applicable. Staff recommended approval of the resolution.

A motion was made by Commissioner Smith, seconded by Commissioner Mengelberg to approve Resolution No. 15-36, supporting a joint grant application with Metro and Clackamas County for Environmental Protection Agency (EPA) funds to conduct brownfield assessment and remediation in the

McLoughlin Investment Area. The motion carried by the following vote:

Aye: 4 - Commissioner Rocky Smith, Commissioner Carol Pauli, Mayor Dan Holladay and Commissioner Renate Mengelberg

8. Consent Agenda

Kattie Riggs, City Recorder, said the November 4, 2015 minutes stated the meeting began at 5 PM, but they should say it began at 5:30 PM.

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

Aye: 4 - Commissioner Rocky Smith, Commissioner Carol Pauli, Mayor Dan Holladay and Commissioner Renate Mengelberg

- 8a.** OLCC: Liquor License Application- On-Premises Sales, New Location: Applying as an Individual, Arturo Covarrubas, DBA Don Pepe's Fresh Mexican Food 705 Main Street, Oregon City, OR 97045.
- 8b.** Minutes of the October 21, 2015 Special Meeting
- 8c.** Minutes of the November 4, 2015 Special Meeting

9. Communications

a. City Manager

Mr. Konkol gave a reminder of the Pioneer Community Center's Giving Tree program which would be going until December 11, 2015. The City entered into a contract with Friends of Trees for a tree planting event in the McLoughlin and Barclay Hills neighborhoods which would take place on December 5, 2015.

Scott Archer, Community Services Director, gave an update on vandalism that occurred at the Mt. View Cemetery. Most of the headstones were able to be put back into place with minimal damage. There were two that needed to be repaired.

Mayor Holladay suggested discussing a security system for the cemetery at an upcoming Work Session. Mr. Archer would bring something back to the Commission after the New Year.

Maureen Cole, Library Director, gave an update on the construction of the new Library addition.

John Lewis, Public Works Director, discussed the recent submittal for 2018-2020 funding through a State grant for the second phase of Main Street. He described what would be included in the improvements. The City was proposing a 32% match. There was a lot of competition for the grant. He then gave an update on a variety of Tri-City activities. Clackamas County was holding Water Environmental Services stakeholder interviews. Some of the members of the Commission had been contacted, but others had not and the Commission wanted to make one unified statement. The County had a scope of services to proceed with the design of the solids handling process at the treatment plant. Mr. Lewis had reviewed the scope of

work, and thought it needed some adjustment in allocation and equity. The County was moving forward with the process. He also attended the Board of County Commissioners meeting where the Blue Heron ponds were discussed. Tri-City and CCSD had purchased the property and they were planning to cap a portion of the ponds and some of the property would be sold in the future. Staff was planning to meet with DEQ regarding air quality discharge. The Regional Wastewater Treatment Capacity Advisory Committee would be meeting on December 10, 2015.

Amber Holveck, Executive Director of the Oregon City Chamber of Commerce, said the Chamber Board voted unanimously in support of the brownfield assessment and remediation grant application. She had a letter of support to submit into the record.

William Gifford, resident of Oregon City, announced Metro's Newell Creek Canyon community meeting on December 10, 2015.

b. Commission

Commissioner Mengelberg would be attending the C4 Metro subcommittee meeting on December 3, 2015. She was part of the Economic Restructuring Committee for Main Street and said the Committee was looking at downtown parking issues. The Committee wanted to meet with property owners to discuss putting up signage for people to use the parking on evenings and weekends when they were not open for business and possibly repurposing the signage grants to fund parking signage.

Commissioner Smith discussed tourism programs in Bend and how they connected with Oregon City.

Commissioner Pauli reported on a tour of Wilsonville and Lake Oswego Urban Renewal projects. She reminded everyone about the Christmas tree lighting and 100th anniversary of the Elevator on December 5, 2015.

c. Mayor

Mayor Holladay asked for approval to become a member of the US Conference of Mayors and attend the next conference they offer. The Commission consensus was for him to become a member and attend the next conference.

Mayor Holladay said the Willamette Falls Media Center was holding a Christmas event on December 5, 2015 and were offering to do videos for families who had military service men and women overseas. He attended some meetings regarding Tri-City and the South Fork Water Board meeting.

10. Adjournment

Mayor Holladay adjourned the meeting at 8:12 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: 15-676

Agenda Date: 12/16/2015

Status: Agenda Ready

To: City Commission

Agenda #:

From:

File Type: Appointment

SUBJECT:

Appointment of Citizen Involvement Committee (CIC) Members

RECOMMENDED ACTION (Motion):

Staff recommends the Mayor appoint the following volunteers to the Citizen Involvement Committee (CIC) for a two year term commencing on January 1, 2016.

Barclay Hills Neighborhood Association

CIC Primary: Tony Uzuegbunam

CIC Alternate: Mark Matheson

Canemah Neighborhood Association

CIC Primary: Jessica Smith

CIC Alternate: Dennis Anderson

Caufield Neighborhood Association

CIC Primary: Mike Mitchell

CIC Alternate: None

Gaffney Lane Neighborhood Association

CIC Primary: Amy Willhite

CIC Alternate: None

Hazel Grove-Westling Farm Neighborhood Association: Inactive. The South End Neighborhood Association temporarily combined with Hazel Grove-Westling Farm Neighborhood Association until volunteers can be identified to lead the Hazel Grove-Westling Farm Neighborhood Association.

Hillendale Neighborhood Association

CIC Primary: Faith Leith

CIC Alternate: Joyce Gifford

McLoughlin Neighborhood Association

CIC Primary: Jesse Buss

CIC Alternate: Cameron McCredie

Park Place Neighborhood Association

CIC Primary: Barbara Renken
CIC Alternate: Steve VanHaverbeke

Rivercrest Neighborhood Association
CIC Primary: Karin Morey
CIC Alternate: Harris Gwinn

South End Neighborhood Association
CIC Primary: Bill McConnel
CIC Alternate: Gary Fergus

Tower Vista Neighborhood Association: Inactive. The Hillendale Neighborhood Association temporarily combined with Tower Vista Neighborhood Association until volunteers can be identified to lead the Tower Vista Neighborhood Association.



City of Oregon City

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

Staff Report

File Number: 15-676

Agenda Date: 12/16/2015

Status: Agenda Ready

To: City Commission

Agenda #:

From: Community Development Director Tony Konkol

File Type: Appointment

SUBJECT:

Appointment of Citizen Involvement Committee (CIC) Members

RECOMMENDED ACTION (Motion):

Staff recommends the Mayor appoint the following volunteers to the Citizen Involvement Committee (CIC) for a two year term commencing on January 1, 2016.

Barclay Hills Neighborhood Association

CIC Primary: Tony Uzuegbunam

CIC Alternate: Mark Matheson

Canemah Neighborhood Association

CIC Primary: Jessica Smith

CIC Alternate: Dennis Anderson

Caufield Neighborhood Association

CIC Primary: Mike Mitchell

CIC Alternate: None

Gaffney Lane Neighborhood Association

CIC Primary: Amy Willhite

CIC Alternate: None

Hazel Grove-Westling Farm Neighborhood Association: Inactive. The South End Neighborhood Association temporarily combined with Hazel Grove-Westling Farm Neighborhood Association until volunteers can be identified to lead the Hazel Grove-Westling Farm Neighborhood Association.

Hillendale Neighborhood Association

CIC Primary: Faith Leith

CIC Alternate: Joyce Gifford

McLoughlin Neighborhood Association

CIC Primary: Jesse Buss

CIC Alternate: Cameron McCredie

Park Place Neighborhood Association

CIC Primary: Barbara Renken
CIC Alternate: Steve VanHaverbeke

Rivercrest Neighborhood Association
CIC Primary: Karin Morey
CIC Alternate: Harris Gwinn

South End Neighborhood Association
CIC Primary: Bill McConnel
CIC Alternate: Gary Fergus

Tower Vista Neighborhood Association: Inactive. The Hillendale Neighborhood Association temporarily combined with Tower Vista Neighborhood Association until volunteers can be identified to lead the Tower Vista Neighborhood Association.



Chapter 2.30 – Citizen Involvement Committee

2.30.010 - Created.

The citizen involvement committee (CIC) is hereby created for the City of Oregon City. The CIC shall foster public participation and education regarding land use for the citizens of Oregon City on behalf of the City Commission and perform other duties as identified within this chapter.

2.30.020 - Duties.

The duties of the CIC include, but are not limited to, the following:

- A. Encourage public participation and knowledge of land use in Oregon City.
- B. Encourage public participation in other government activities as they impact neighborhood programs.
- C. Provide information to the City Commission and the public.
- D. Address grievances of the CIC and of neighborhood associations.
- E. Assist with requests from the City Commission.

2.30.030 Membership.

- A. The CIC shall consist of one primary member and one alternate member from each City recognized neighborhood association.
- B. Each neighborhood association shall provide a primary and alternate member nomination for appointment by the Mayor. Each primary and alternate member appointed shall have first been nominated by the neighborhood association of which they represent.
- C. Members shall be appointed for two years. Terms of the office shall commence on the first day of the calendar year.
- D. The members shall reside, work in, own property, or own a business within the neighborhood association boundaries which they represent or the land outside of the City limits but inside the Urban Growth Boundary designated to be within the neighborhood association which they represent.
- E. All members shall serve without compensation.
- F. If a member is unable to attend a meeting, it is the member's responsibility to inform the City Liaison prior to the meeting being missed.
- G. Upon failure of any member to attend three consecutive meetings, misconduct or nonperformance of duty, the CIC may recommend termination of that appointment to the City Commission. A CIC member may be removed by the City Commission, after hearing, for misconduct or nonperformance of duty. The alternate member may become the primary member for the remainder of the term and the neighborhood association shall nominate a new member.

2.30.040 – Officers and staffing.

- A. Officers shall include Chairperson, Vice-Chairperson and Secretary.
 - 1. The officers shall be appointed for two years starting in January of each even year. In the event that an officer is unable to complete the specified term, a special election shall be held for the

completion of the term. Members may not serve more than two consecutive terms as a Chair, Vice-Chair or combination thereof. An officer appointment expires if a member is no longer appointed to the CIC.

2. Chairperson. The Chairperson shall preside at all CIC meetings and serve as an ex-officio member on all committees. The Chairperson shall be the official spokesperson for the CIC, representing the majority position of the CIC, unless otherwise delegated in writing with the majority consent of the CIC.
 3. Vice-Chairperson. The Vice-Chairperson, in absence of the Chairperson, shall have general supervisory and directional powers over the CIC. The Vice-Chairperson shall conduct all business delegated to the Chairperson, in his or her absence.
 4. Secretary. The Secretary prepares the minutes and attendance records (as needed) of all meetings and submits the information to the City Liaison.
- B. Staffing of the CIC may include a City Commissioner Liaison and a City Liaison.
1. City Commissioner Liaison. One liaison from the City Commission may be appointed to act as a resource to CIC and attend CIC meetings. The City Commissioner Liaison will be a non-voting member of the CIC.
 2. City Liaison. The Planning Division and the City Manager's Office or their designee shall be responsible for keeping an accurate and legally sufficient record of all proceedings. In addition, the City Liaison shall create and post agendas, maintain a database of CIC members and track the CIC budget. The City Liaison(s) will be a non-voting member of the CIC. Consistent with the City Charter, the City Manager shall retain his/her discretion to suspend staffing when reasonable circumstances warrant.

2.30.050 – Organizational procedures.

- A. The CIC shall hold an official meeting every month. The CIC shall meet at such times and places as may be fixed by the committee. Special meetings may be called in accordance with the public open meetings law by the City Manager or the City Manager's designee.
- B. A majority of the members constitutes a quorum for meetings. Provided a quorum is present, voting matters shall be approved by a simple majority of the voting members present. All primary members who are present and all alternate members who are acting as primary members in the absence of the primary members are allotted one vote each on all motions.
- C. The CIC shall establish goals every two years that are consistent with the adopted Goals and Objectives of the City Commission.
- D. The CIC Chairperson or designee shall report to the City Commission once a year to provide CIC accomplishments.
- E. All meetings shall comply with ORS 192.640 and all CIC business shall comply with all applicable Federal, State, and local laws and regulations.

2.30.060 - Grievances

- A. Upon written submission of a grievance to the CIC, an ad hoc Grievance Committee will be formed to recommend resolution to the CIC for a vote.
- B. The Grievance Committee will consist of five (5) primary or alternate members chosen by the CIC Chairperson through a random lottery of CIC representatives.
 1. Any member who is a party to, or is directly impacted by, the grievance or the recommendation, must recuse themselves from being chosen for this committee.
 2. The CIC Chair will serve as an ex-officio on this committee and will not vote on any recommendation or course of action unless chosen randomly to be on the Grievance Committee.
 3. A committee Chair will be appointed by the Grievance Committee itself.

- C. The task of the Grievance Committee will be to study any grievances directed in writing to the CIC by any of its members, neighborhood associations, or any person considering themselves adversely affected by the CIC. Upon receipt of such complaint the Grievance Committee will proceed in the following manner:
1. First, it will recommend that the parties seek to reconcile their differences through mediation.
 2. If mediation fails, the committee is authorized to conduct such meetings and hearings as may be necessary to determine the facts of the matter in dispute.
 - a. A majority of the committee members will constitute a quorum.
 - b. Committee action will be determined by a majority vote of those present and voting at each committee meeting.
 - c. The committee is to report its progress to the CIC at each CIC meeting.
 - d. The committee shall submit a written report with a recommendation for the resolution of the grievance to the CIC.
 - e. The CIC will hear the recommendation and vote on a final decision.
 - f. The CIC decision is final unless called up for review by the City Commission. The CIC decision is final and may not be appealed to the City Commission.

2.30.070 - Conflict of interest.

A member of the CIC shall not participate in any committee proceeding or action in which any of the following has or will receive a direct or substantial financial interest: the member or his/her spouse, brother, sister, child, parent, father-in-law, mother-in-law, any business in which he/she is then serving or has served within the previous two years, or any business with which he/she is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential interest shall be disclosed at the meeting where the action is being taken. The committee shall operate in the general public interest serving the community as a whole.

2.30.080 - Expenditures.

The CIC shall have no authority to make any expenditures on behalf of the city or to obligate the city for payment of sums of money.



CITY COMMISSION UPDATE

December 2, 2015











ENTERED INTO THE RECORD

DATE RECEIVED: 12-16-15

SUBMITTED BY: Francesca

SUBJECT: Anton

Item #4 Citizen
Comment

December 16, 2015

To : The Oregon City Commission
From : Francesca Anton, 123 High Street
Ref. : Question about tree-cutting on public property in our neighborhood

Dear Mayor and Commissioners,

I am one of many neighbors in the McLoughlin Neighborhood who are dismayed that there are trees being cut down on public property in our neighborhood without meeting the apparent permitting process and requirements.

Specifically, trees have recently been removed in the parking strip by the Oregon City School District office, and on what appears to be the Barclay School property as well.

In addition, the contractor, Fred's Quality Tree Service, was not licensed to do the work in our city. I am aware that some of our neighbors attempted to work with city staff, utilizing the parameters of our current tree ordinance, with unsatisfactory results.

This kind of activity is a violation of the public trust without regard for our laws that hold each one of us accountable. It perhaps is a good indicator that the commission might withhold some of its focus on new development to question how well our civic community is applying our current city policies toward building and maintaining the livable, beautiful and healthy environment so important to those of us who already live, work and play here.

Many cities around the globe are re-thinking their tree ordinances, primarily because they are (hopefully not too late) discovering they have been quickly losing their tree cover. Perhaps we not only need to re-think our tree ordinance, as so many other cities are doing, but also make sure that the members of our community not only respectfully observe our laws that attempt to keep our communities healthy, but also are properly held accountable when they fail to do so.

In the meantime, perhaps you could help us understand how these trees have been taken out of our neighborhood without utilizing the process in place to make sure it's the right thing to do.

Thank you.



②

COMMENT FORM



*****PLEASE PRINT CLEARLY*****

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND RESIDING CITY
- Limit Comments to **3 MINUTES**.
- Give to the Clerk in Chambers **prior** to the meeting.

Date of Meeting 12/16/15

Item Number From Agenda 4

NAME: Kathy Royle

ADDRESS: Street: 211 Jefferson
City, State, Zip: OC

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

①

COMMENT FORM



*****PLEASE PRINT CLEARLY*****

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND RESIDING CITY
- Limit Comments to **3 MINUTES**.
- Give to the Clerk in Chambers **prior** to the meeting.

Date of Meeting December 16, 2015

Item Number From Agenda #4

NAME: Denyse McGriff

ADDRESS: Street: _____
City, State, Zip: _____

PHONE NUMBER: 503-656-3912

E-MAIL ADDRESS: _____

SIGNATURE: _____

COMMENT FORM



*****PLEASE PRINT CLEARLY*****

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- Limit Comments to **3 MINUTES**.
- Give to the Clerk in Chambers **prior** to the meeting.

Date of Meeting 12/16/2015

Item Number From Agenda n.a → Citizen Comments
Street Trees

NAME:

Doug Healey

ADDRESS:

Street: 11614 Parrish Rd

City, State, Zip: OC 97045

PHONE NUMBER:

503-650-5035

E-MAIL ADDRESS:

intstats@ocgov.org - sbg@ocgov.org

SIGNATURE:

Doug Healey

COMMENT FORM



*****PLEASE PRINT CLEARLY*****

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- Limit Comments to **3 MINUTES**.
- Give to the Clerk in Chambers **prior** to the meeting.

Date of Meeting 16 Dec. 2015

Item Number From Agenda

NAME:

Francesca Anton

ADDRESS:

Street: 123 High Street

City, State, Zip: OC

PHONE NUMBER:

603-305-7483

E-MAIL ADDRESS:

francescaanton@gmail.com

SIGNATURE:

F Anton

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND RESIDING CITY
- Limit Comments to 3 MINUTES.
- Give to the Clerk in Chambers prior to the meeting.

Date of Meeting 12/16/15

Item Number From Agenda

NAME: Pamela Kromer

ADDRESS: Street: 1112 John Adams St.

City, State, Zip: Oregon City, OR

PHONE NUMBER: 503 657-4474

E-MAIL ADDRESS: plpk914@aol.com

SIGNATURE: Pamela Kromer