

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, January 6, 2016

7:00 PM

Commission Chambers

6:00 PM - EXECUTIVE SESSION OF THE CITY COMMISSION

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)(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.

1. Convene Regular Meeting and Roll Call

2. Flag Salute

3. Ceremonies, Proclamations and Presentations

3a	15-707	Election of Commission President for 2016
33	15-707	Election of Commission President for 2016

3b. 15-708 Oath of Office for 2016 Commission President - The Honorable Laraine

McNiece Officiating

3c. <u>15-709</u> Commission Appointments for 2016

<u>Attachments:</u> Commission Appointments for 2016

3d. <u>15-710</u> Mayoral Appointments to City Boards and Commissions

Attachments: Mayoral Appointments

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 15-250 Request for Continuance: Re-adoption of the Beavercreek Road

Concept Plan (Planning File LE 15-03)

Sponsors: Community Development Director Tony Konkol

Attachments: Staff Report

7. General Business

7a. 15-650 Resolution No. 16-02, Updating the Pavement Cut Standards and

Drawings

Sponsors: Public Works Director John Lewis

Attachments: Staff Report

Resolution No. 16-02

Pavement Cut Standard (12.30.15 version)

REDLINED Pavement Cut Standard (12.31.2015 version)

OC Stnd. Detail 313 - R3
OC Stnd. Detail 533-R1
OC Stnd. Detail 534-R1
OC Stnd. Detail 532-R1

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. 15-683 Relinquishment Deed to Transfer Right-of-Way (ROW) on Beavercreek

Road and on Maplelane Road from the Oregon Department of

Transportation (ODOT) to the City of Oregon City

Sponsors: Public Works Director John Lewis

Attachments: Staff Report

Relinquishment Deed 51457A

Location Maps

Agreement No. 7601

8b. <u>15-704</u> Personal Services Agreement with RH2 Engineering, Inc.

Sponsors: Public Works Director John Lewis

Attachments: Staff Report

Personal Services Contract_RH2

Exhibit A1- 15th Street Waterline Replacement SOW
Exhibit A2 - S. End Rd. Waterline Replacement SOW

15th St. Project Map
S End Rd. Project Map

8c.	<u>15-705</u>	Fleet Purchase Authorization - LeeBoy Asphalt Paver		
		Sponsors: Attachments:	Public Works Director John Lewis Staff Report	
			Asphalt Paver Brochure	
			Price Quote	
			NJPA Documentation	
8d.	<u>15-706</u>	Barclay Hills	s Park Playground Purchase	
		Sponsors: Attachments:	Community Services Director Scott Archer Staff Report	
			Barclay Hills Park Playground Replacement Design & Price Quote	
8e.	<u>15-701</u>	Human Res	ources Director Merit Pay for Performance - Merit Payment	
		Sponsors: Attachments:	Human Resources Director Jim Loeffler Staff Report	
8f.	<u>15-711</u>	Minutes of the November 4, 2015 Regular Meeting		
		Sponsors: Attachments:	City Recorder Kattie Riggs Minutes of 11/04/2015	

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

10. Adjournment

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

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

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

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

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

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

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

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

City Hall is wheelchair accessible with entry ramps and handicapped parking located on the east side of the building. Hearing devices may be requested from the City Recorder prior to the meeting. Disabled individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-657-0891.



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

Staff Report

File Number: 15-707

Agenda Date: 1/6/2016 Status: Agenda Ready

To: City Commission Agenda #: 3a.

From: File Type: Presentation

SUBJECT:

Election of Commission President for 2016



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

Staff Report

File Number: 15-708

Agenda Date: 1/6/2016 Status: Agenda Ready

To: City Commission Agenda #: 3b.

From: File Type: Presentation

SUBJECT:

Oath of Office for 2016 Commission President - The Honorable Laraine McNiece Officiating



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

Staff Report

File Number: 15-709

Agenda Date: 1/6/2016 Status: Agenda Ready

To: City Commission Agenda #: 3c.

From: File Type: Presentation

SUBJECT:

Commission Appointments for 2016

- 1. Metro Policy Advisory Committee (MPAC)
 Commissioner Renate Mengelberg; Alternate: Commissioner Carol Pauli
- 2. South Fork Water Board Mayor Dan Holladay, Commissioner Brian Shaw, and Commissioner Rocky Smith, Jr.
- 3. Clackamas County Coordinating Committee (C4)
 Mayor Dan Holladay; Alternate: Commissioner Renate Mengelberg
 - 3a. C4 Sub-committee: Commissioner Renate Mengelberg
- 4. Regional Wastewater Advisory Committee Mayor Dan Holladay
- 5. Downtown Oregon City Association Board Commissioner Carol Pauli
- 6. Willamette Falls Heritage Coalition Representative and Alternate: Commissioner Carol Pauli
- 7. Willamette Falls Legacy Project Liaison Mayor Dan Holladay and Commissioner Carol Pauli
- 8. Clackamas Heritage Partners Commissioner Rocky Smith, Jr.
- 9. Oregon City Tourism Council Commissioner Rocky Smith, Jr.



Office of the Mayor and City Commissioners

625 Center Street | Oregon City OR 97045 Ph (503) 657-0891 | Fax (503) 657-7026

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

Staff Report

File Number: 15-710

Agenda Date: 1/6/2016 Status: Agenda Ready

To: City Commission Agenda #: 3d.

From: File Type: Appointment

SUBJECT:

Mayoral Appointments to City Boards and Commissions

- 1. Appointment of William Gifford to the Budget Committee for a 4-year term of January 1, 2016 to December 31, 2019.
- 2. Appointment of Christopher Cook to the Urban Renewal Budget Committee for a 4-year term of January 1, 2016 to December 31, 2019.
- 3. Reappointment of DA Hilderbrand (at-large position) and Scott Edwards (resident position) to the Library Board for a 4-year term of January 1, 2016 to December 31, 2019.
- 4. Reappointment of Shawn Dachtler and Roger Fowler-Thias and appointment of Mike Mitchell to the Parks & Recreation Advisory Committee for a 3-year term of January 1, 2016 to December 31, 2018. Appointment of Christopher Cook to the remainder of an existing term of January 1, 2014 to December 31, 2016.
- 5. Reappointment of Bill Clark and appointment of Dorothy Dahlsrud to the Natural Resources Committee for a 3-year term of January 1, 2016 to December 31, 2018. Appointment of Trent Warness to the remainder of the already existing term January 1, 2015 December 31, 2017 on the Natural Resources Committee.
- 6. Reappointment of Henry Mackenroth and Robert Mahoney and appointment of Jonathan David to the Transportation Advisory Committee for a 3-year term of January 1, 2016 to December 31, 2018.
- 7. Appointment of Josh Planton to the Tourism Grant Committee for a 4-year term of January 1, 2016 to December 31, 2019.



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

Staff Report

File Number: PC 15-250

Agenda Date: 1/6/2016 Status: Public Hearing

To: City Commission Agenda #: 6a.

From: Community Development Director Tony Konkol File Type: Planning Item

SUBJECT:

Request for Continuance: Re-adoption of the Beavercreek Road Concept Plan (Planning File

LE 15-03)

RECOMMENDED ACTION (Motion):

Staff recommends that the City Commission open the public hearing for File LE-15-03, take testimony from anyone present who wishes to comment, and continue the Public Hearing with the record open to January 20, 2016.

BACKGROUND:

The Planning Commission continued the Public Hearing for the Beavercreek Road Concept Plan to January 11, 2016. Staff will forward the Planning Commission recommendation to the City Commission for consideration when it is available.

The City Commission remanded the Beavercreek Road Concept Plan to the Planning Commission with direction to re-open the record for the limited purpose of addressing the protection of the Title 4 lands, inserting the recently implemented transportation system plan and public utility plans, identifying transportation improvements and addressing police and fire services.

Please see attached recommended findings for adoption of the Beavercreek Road Concept Plan. Additionally, please find attached a Summary Memo from the City Attorney, the concept plan, title 4 maps, staff's latest powerpoint presentation to the Planning Commission, and letters from Clackamas Fire District #1, Oregon City Police Department and Oregon City School District. The complete record is available by contacting the Planning Division.

The Beavercreek Road Concept Plan was adopted by the City Commission in September, 2007 and was subsequently appealed to the Land Use Board of Appeals and remanded to the City in August, 2008. In December of 2010 the Metro Council adopted Ordinance 10-1244B, which reduced the amount of land designated for industrial use in the Title 4 Employment and Industrial Areas Map to conform to the City's Beavercreek Road Concept Plan, reflecting the determination that the region had sufficient employment capacity for the next 20 years. Due to various other legal challenges involving the regional UGB expansions, re-adoption of the plan was further delayed until 2015.

While the appeals process was on-going, several legislative updates to the City's public

File Number: PC 15-250

facilities plans, including sewer, stormwater, water and transportation system plans were adopted which refine much of the public facilities planning for the area within the Beavercreek Road Concept Plan. A summary of this information along with updated cost estimates for public facilities is included in the recommended findings.

The Concept Plan was created with the assistance of a 15-member Citizen Advisory Committee and 9-member Technical Advisory Committee. The recommended plan was reviewed during several public hearings before the Planning Commission and City Commission prior to final adoption in September, 2007.

To provide public information on the proposed plan re-adoption, planning staff has held work sessions with the Planning Commission and City Commission, and presented the plan to the Transportation Advisory Committee, Natural Resources Committee, Parks and Recreation Advisory Committee, Citizen Involvement Committee, Caufield Neighborhood Association and the Hamlet of Beavercreek.

The project website, which includes a link to the complete LUBA appeal record, is at http://www.orcity.org/planning/landusecase/le-15-0003-re-adoption-beavercreek-road-concept-plan.



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

Staff Report

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

Staff Report

File Number: 15-650

Agenda Date: 1/6/2016 Status: Agenda Ready

To: City Commission Agenda #: 7a.

From: Public Works Director John Lewis File Type: Resolution

SUBJECT:

Resolution No. 16-02, Updating the Pavement Cut Standards and Drawings

RECOMMENDED ACTION (Motion):

Staff recommends that the City Commission approve Resolution No. 16-02 updating the Pavement Cut Standards and Drawings to incorporate changes that better reflect best management industry practices.

BACKGROUND:

At the September 19, 2012 Commission meeting the City Commission approved Resolution No. 12-29 adopting the new pavement cut standards that provide the basis for restoration requirements of City streets and infrastructure.

This updated pavement cut standard establishes restoration requirements based on the age and classification (arterial, collector, or local) of the street in which the pavement cut will be made. It creates higher restoration requirements in all roads. It especially targets roads with new pavement or higher traffic by requiring replacement of the top lift of pavement beyond the excavation area to the edge of the travel lane or edge of the pavement. It is the goal of this standard to provide long-lasting pavement repairs at the least possible overall cost to both utility companies and taxpayers/ratepayers.

The vast majority of these changes include language and reference adjustments which clarify the standards, simplify the permitting, construction, and inspection processes and removal ambiguity included in the previous version.

The most meaningful updates to the Pavement Cut Standards and Drawings include:

- Specify (Clarify) acceptable material properties
- Standardize the use of ODOT and industry acronyms
- Simplify the City's processes for permit application and waiver requests.

The standards and drawings included with this report are updates from the originally adopted standard and will become the new adopted Pavement Cut Standards with the approval of this resolution.



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

Staff Report

File Number: 15-650

Agenda Date: 1/6/2016 Status: Agenda Ready

To: City Commission Agenda #: 7a.

From: Public Works Director John Lewis File Type: Resolution

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The standards and drawings included with this report are updates from the originally adopted standard and will become the new adopted Pavement Cut Standards with the approval of this resolution.

RESOLUTION NO. 16-02

A RESOLUTION AMENDING THE CITY OF OREGON CITY PUBLIC WORKS PAVEMENT CUT STANDARDS AND STANDARD DRAWINGS

WHEREAS, the City of Oregon City ("City") has jurisdiction and exercises regulatory management over all public right-of-way within the City under authority of the City Charter and State law; and

WHEREAS, Title 12.04.100 of the Oregon City Municipal Code ("OCMC") governing activities occurring within public right-of-way authorizes the City Commission to adopt street construction specifications by resolution; and

WHEREAS, the City finds it necessary to revise the existing standards for pavement cuts within the public right of way in the interest of maximizing the pavement service life and minimizing maintenance costs.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The Public Works Pavement Cut Standard, coupled with Public Works Standard Drawings 532, 533, 534, and 313 attached hereto is hereby adopted to apply to all pavement cuts within the public rights-of-way.

Section 2. The effective date of the revised Pavement Cut Standards and aforementioned Standard Drawings shall be immediately following final enactment.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of January 2016.

	DAN HOLLADAY, Mayor	
Attested to this 6 th day of January 2016:	Approved as to legal sufficiency:	
Kattie Riggs, City Recorder	City Attorney	

Resolution No. 16-02

Effective Date: January 6, 2016

Page 1 of 1

CITY OF OREGON CITY

PUBLIC WORKS

PAVEMENT CUT STANDARD

RESOLUTION NO. 16-02

ADOPTED: JANUARY 6, 2016

EFFECTIVE: JANUARY 6, 2016

REPLACING THE STANDARDS ADOPTED IN RESOLUTION NO. 12-29,

ADOPTED SEPTEMBER 19, 2012

PREPARED BY

PUBLIC WORKS DEPARTMENT

122 S Center Street

PO Box 3040

Oregon City, Oregon 97045

Telephone: (503) 657-8241

Engineering Division

CITY OF OREGON CITY PUBLIC WORKS PAVEMENT CUT STANDARD

INTRODUCTION

Pavement cuts are a necessary operation and cannot be avoided. Utilities need to serve new customers and repair existing facilities. There is a common good for all utilities to be placed in the public right-of-way. All parties shall strive to reduce the burden to the taxpayer/ratepayer and damage to the roadways.

Studies conducted by multiple groups and organizations have determined that poorly restored pavement cuts cause permanent structural and functional damage to roadways, increasing maintenance costs, future rehabilitation costs and producing a rough ride. If realized, the increased costs and rough ride are a burden for the taxpayer/ratepayer.

The pavement beyond the trench may be weakened by sagging that results from loss of lateral support. Heavy construction traffic also weakens the area adjacent to the trench. Studies have shown that the pavement life may be reduced by pavement cuts. Poorly constructed patches tend not to last through the life of the existing road and fail prematurely when there is a lack of good construction techniques used when backfilling and compacting. This causes an additional burden to maintenance departments and taxpayers/ratepayers. A poorly constructed pavement cut usually requires repair before the road needs to be resurfaced. Studies also reveal that patch areas often require thicker overlays compared to the rest of the pavement in the area. This also results in higher costs to the taxpayer/ratepayer.

PURPOSE

The purpose of this standard is to establish a uniform approach to pavement cuts and street repair applicable to utilities and other contractors working in the public rights-of-way. The goal of this standard is to provide long lasting pavement repairs at the least possible overall cost to both utilities and taxpayers/ratepayers.

APPLICABLE STANDARDS AND SCOPE

This document supplements the Oregon City design and construction standards/drawings. All work and materials shall conform to the applicable Oregon Standard Specifications for Construction published by the Oregon Department of Transportation and modified by the City of Oregon City. This Pavement Cut Standard document pertains to the base aggregate, and asphalt and cement concrete sections for pavement patches only. For trench backfill requirements, see Oregon City Standard Drawing SD (No. 313). Requirements typical for pavement repair work associated with pavement cuts are described below. To the extent there is a conflict between the requirements of this Standard and other standards, the provision of this Standard shall be followed.

DEFINITIONS

City: City of Oregon City.

City Engineer: City Engineer, or designee (Engineers, Inspectors, Project Managers, Field Personnel), representing the City of Oregon City.

Full Depth: Thickness of asphalt from top of asphalt to top of base aggregate.

Asphalt Concrete Pavement: Also referred to as "ACP," this consists of uniformly coated mixture of asphalt cement, graded aggregate, and additives as required. The use of ACP in this section refers to either hot mix or warm mix asphalt concrete as determined by context.

Interim Patch: A temporary patch including two inches of hot mixed ACP.

Length of Patch: The patch dimension parallel to the roadway.

New Roadway: Any roadway that was constructed within the previous three years or has had a qualifying pavement treatment in the permitted excavation location in the previous three years.

ODOT: Oregon Department of Transportation

Travel Lane: Travel lane location shall be determined based on striping, where present. Where there is no striping, the travel lane width shall be twelve feet from the road centerline. Where the edge of the travel lane width is within four feet from the edge of pavement, the travel lane shall extend to the edge of the pavement.

Permanent Patch: The final pavement repair as part of the current permitted job.

Permittees: The utility company or other entity who submits an application for a permit to conduct construction operations in the public right-of-way. The Permittee and the Permittee's contractor will be held to the requirements of the permit.

Qualifying Pavement Treatment: Preventative maintenance treatments such as slurry sealing and microsurfacing along with other rehabilitation methods such as overlays, grind/inlays and reconstruction constitute qualifying treatments that will re-start the tier timelines. Minor street maintenance such as spot repairs and crack sealing will not restart the tier timeline.

Tier: Grouping by age of street with respect to the most recent qualifying pavement treatment. Because the City keeps records of the year, but not exact dates on which pavement treatments are applied, the date of a given qualifying treatment will be assumed to be July 1st of the applicable year.

Width of Patch: The patch dimension perpendicular to the roadway.

PAVEMENT RESTORATION REQUIREMENTS

The City of Oregon City hereby establishes a tiered pavement cut standard system based on the date of construction or the last qualifying pavement treatment applied to a pavement. The standard will be in effect for any City roadway from the time of construction or most recent qualifying pavement treatment was applied. The applicable standards are described below and specific replacement requirements are shown in Oregon City Standard Drawing No. 313, 508, 532, 533, and 534.

- 1. <u>Moratorium Standard</u>: Pavement cuts will only be allowed on an emergency basis. No planned or permitted cuts will be allowed when this standard applies. If pavement cutting is necessary for emergencies, cuts shall be full depth and extend one (1) foot beyond the nominal trench edge longitudinally and transversely. Two (2) inch minimum thickness grind and inlay paving shall extend the full width of an established travel lane and to the curb line or edge of pavement.
- 2. <u>Full Standard</u>: Pavement cuts shall be full depth and extend one (1) foot beyond the nominal trench edge longitudinally and transversely. Two (2) inch minimum thickness grind and inlay paving shall extend the full width of an established travel lane. There shall be no gaps or joints that are less than four (4) feet from the edge of pavement.
- 3. <u>Modified Standard</u>: Pavement cuts shall be full depth and extend one (1) foot beyond the nominal trench edge longitudinally and transversely. Two (2) inch minimum thickness grind and inlay paving shall extend beyond the wheel path to the middle of the travel lane. There shall be no gaps or joints that are less than four (4) feet from the edge of pavement.
- 4. <u>T-Cut Standard</u>: Pavement cuts shall be full depth and extend one (1) foot beyond the nominal trench edge longitudinally and transversely.

Applicable standards based on Tier (number of years since last qualifying pavement treatment) and City Street Classification is established in the following table:

TABLE 1- RESTORATION REQUIREMENTS BY CLASSIFICATION AND TIER

	Tier 1	Tier 2	Tier 3
Street Classification	(<u><</u> 3 years)	(3-6 years)	(> 6 years)
	Moratorium		
Arterial Streets	Standard	Full Standard	Full Standard
	Moratorium		
Collector Streets	Standard	Full Standard	Modified Standard
	Moratorium		
Local Streets	Standard	Full Standard	T-Cut Standard

Note: Proposals to deviate from the standards described above may be allowed in the discretion of the City Engineer and will require approval in advance by the City Engineer. See exemption process described below. During the permit review process, the City Engineer will determine the applicable standard based on the above table.

PERMITS

- 1. As part of obtaining a Right-of-Way permit per OCMC 12.04, Permittee shall provide the proposed street cut information as requested by the Public Works department. A Right-of-Way application form and Pavement Cut application form are available on the City website. The City Engineer will determine the restoration requirements in accordance with this Standard. The Permittee shall provide the City Engineer at least twenty-four (24) hours notice prior to completing final restoration to allow for inspection.
- 2. If the City Engineer determines, in the City Engineer's discretion, that previous violations of these Standards exist, future construction work may be disallowed until the Permittee has fulfilled all obligations. Written notification by the City Engineer will be sent prior to this action.

RESPONSIBLE PARTY

The Permittee shall be responsible for all construction and warranty requirements of this standard even when the work is done by a Permittee retained contractor.

GENERAL REQUIREMENTS

- 1. Materials:
 - a. Unless the roadway is classified by the City as an Arterial, Level 2, ½ inch Dense PG 64-22 ACP shall be used for all permanent asphalt restoration. If the roadway is a designated Arterial, then the material shall be Level 3.
 - b. All patching materials and construction requirements not addressed in this document shall conform to the City's Special Provisions Section 00744.
 - c. To the extent Controlled Low Strength Material, (CLSM aka CDF) material is required for a particular repair, the permittee shall follow ODOT Standard Specification, Section 00442 Controlled Low Strength Materials.

d.

- e. Patching:
- a. Longitudinal cuts that extend through multiple tier classifications require discussion with the City Engineer to determine the appropriate patching approach. In principle, each road section will be patched according to the applicable standard and tier in which it is ranked; however the City retains the right to require higher level tier at its discretion.

- b. For all full depth asphalt repairs, the minimum asphalt thickness shall be four (4) inches, or match the existing depth of asphalt, whichever is greater.
- c. All ACP lifts shall be compacted to 92% of the maximum theoretical density per AASHTO T-209 (Rice Density).
- d. Existing base rock disturbed within full depth asphalt repairs shall be re-compacted prior to paving. For trench backfill requirements, see Oregon City Standard Drawings (No. 313).
- e. All cold-planed surfaces shall be swept and kept clean at all times. All cold-planed materials shall be removed and disposed off-site at the cost of the Permittee.
- f. If a patch exceeds seventy (70) percent of an existing patch, the entire existing patch shall be replaced.
- g. The minimum dimension of the patch parallel to the road shall be eight (8) feet. If any part of the excavation, patch or damaged area intrudes into an adjacent lane, that lane shall also be replaced in accordance with the tiered chart and Oregon City Standard Drawings.
- h. New patches adjacent to any existing patch shall be extended to the existing patch line where possible. If patch lines cannot be combined, a minimum gap of four (4) feet shall be provided between patches.
- i. When two (2) or more patches on the same project are created within thirty (30) feet of each other, they shall be incorporated into a single patch at the expense of the Permittee.
- j. Pavement cuts shall be straight and clean and shall be either parallel or perpendicular with respect to the travel lane. No jagged, broken or undermined edges will be allowed.
- k. All pavement overcuts shall be sealed using an ODOT approved edge sealing tack material and clean sand blanket. Edge sealing methods shall be consistently applied throughout, four (4) to six (6) inches in width.
- 1. The top lift of asphalt for all longitudinal repairs with a length that exceeds thirty (30) feet shall be placed using a paving machine with a screed or an asphalt spreader box.
- m. The completed surface of all courses shall be of uniform texture; smooth, uniform as to crown and grade and free from defects. The completed surface of the wearing course shall not vary more than one-quarter (1/4) inch from the lower edge of a ten (10) foot straightedge placed parallel to the centerline. Tolerance exceptions and corrective measures due to existing roadway conditions or other reasons must be approved by the City Engineer.
- n. All areas outside of the travel lanes or shoulders that are affected by the work shall be restored to their original condition.

2. Traffic Control:

- a. Permittee shall follow the Oregon Temporary Traffic Control Handbook and erect
 and maintain traffic control per the most recent edition of the Manual of Uniform
 Traffic Control Devices (MUTCD) and Oregon State modification to the MUTCD.
 The Permittee shall submit a traffic control plan for review and approval by the City.
- b. Temporary markings or traffic control devices approved by City Engineer shall be in place prior to the roadway opening for traffic and shall be maintained by Permittee until permanently restored.

- c. All permanent traffic control markings shall be installed within seven (7) days after permanent paving is completed.
- 4. Emergency Repairs: The City will allow a Permittee to make emergency repairs provided a more reasonable alternative does not exist. Permittee shall make every reasonable effort to restore the roadway quickly. Permittee shall notify the City Engineer of emergency repairs not later than the next business day.

SPECIAL REQUIREMENTS FOR CHIP, SLURRY, or MICRO SEAL AND CONCRETE ROADS

- 1. Chip, Slurry, or Micro sealed roads shall be rehabilitated according to construction requirements for asphalt roads as outlined in this document.
- 2. All concrete road cuts shall be pre-approved before beginning work (except in the case of an emergency situation). Concrete roads shall require full panel replacement unless approved otherwise by the City Engineer. All concrete joints shall require an approved tie bar and dowel retrofit. Depth of concrete replacement shall match the existing thickness or shall be in accordance with City Standards whichever is greater. Care shall be made not to undermine the existing panels. If the adjacent panels are disturbed or damaged, they also shall be replaced unless the City Engineer otherwise determines. All joints shall be sealed with material approved by the City Engineer. Where concrete roads are overlaid with asphalt, the concrete shall be replaced as described above and asphalt portion of the cut shall be constructed according to the pavement standard.

EXCEPTIONS

This section identifies exceptions to the pavement restoration requirements for the activities listed below. The general and special restoration requirements shall still apply.

- 1. Valve and manhole repairs shall be exempt from the patching requirements of this standard. Valve and manhole patching requirements shall be in accordance with City Standards. All warranty and construction requirements shall be met. No longitudinal construction joints shall be allowed in the wheel path.
- 2. Potholing to find utilities shall be exempt from patching requirements of this standard. To be exempt, cuts must be less than two (2) foot square with no longitudinal joints in the wheel path and shall be backfilled with CLSM or other City approved fill from twelve (12) inches above the utility to bottom of asphalt.

NEW DEVELOPMENT

This standard is a minimum standard applicable to all cuts made in existing roadways. For new development, additional requirements may apply. Contact the Public Works Department Development Services Division for specific additional requirements.

TEMPORARY PAVEMENT RESTORATION

Pavement shall be restored with temporary patches before the road is reopened to traffic as defined below. The Permittee shall maintain the temporary patch until the patch has been permanently restored. Gravel surfacing is not acceptable as a temporary patch.

- 1. **Immediate Patch:** An immediate patch may be used to open the roadway to traffic. Immediate patches may include the use of steel plates with signs or be a minimum of two (2) inch thick cold mix asphalt on two (2) inches thick crushed surfacing. Immediate patches will only be allowed while work is being completed and shall be replaced with an interim or permanent patch within seven (7) days after placement. Steel plates shall be pinned and ramped with cold mix asphalt.
- 2. **Interim Patch:** When a permanent patch cannot be completed within seven (7) days of an immediate patch, an interim patch shall be used to keep the roadway open to traffic. Interim patches shall be a minimum of two (2) inch thick ACP on two (2) inch thick crushed surfacing. Interim patches shall be replaced with a final patch within thirty (30) days after placement.

TESTING & WARRANTY REQUIREMENTS

- 1. Asphalt density testing to meet ninety-two (92) percent maximum theoretical density per AASHTO T-209 (Rice Density) shall be performed by the Permittee. A minimum of one (1) density test shall be performed for each patch. For patches longer than one hundred (100) feet in length, at least one (1) test shall be completed per every one hundred (100) linear feet.
- 2. Base rock density testing within the trench limits to meet ninety-five (95) percent maximum dry density per AASHTO T-180 shall be performed by the Permittee prior to paving. A minimum of one (1) density test shall be performed at top of rock for each patch prior to paving. For patches longer than one hundred (100) feet in length, at least one (1) test shall be completed at the top of rock per every one hundred (100) linear feet.
- 3. Pavement restoration on roadways under all pavement cut standards will have a minimum warranty period of two (2) years. The patch shall be repaired if necessary until the warranty has passed.
- 4. All warranties will become void if the road receives a qualifying pavement treatment within the patching limits.

- 5. All warranty work requires that a City inspector be on site. The Permittee shall be required to coordinate inspection with the City Engineer.
- 6. The following defects identified by the City Engineer shall be covered by warranty:
 - a. Sunken pavement patches greater than or equal to one-quarter (1/4) inch (measured by a ten (10) foot straight edge).
 - b. Surface raveling or oxidation due to deficiencies with the asphalt material.
 - c. Poor workmanship.
 - d. Inadequate compaction per City standards.

7. Notice of Repairs

- a. If emergency repairs are needed due to safety concerns, the Permittee shall immediately make such repairs and give notice to the City Engineer.
- b. For non-emergency repairs on arterial or collector streets, the Permittee shall have forty-eight (48) hours in which to make such repairs from time of verbal notice by the City Engineer. For residential streets, the Permittee shall have up to seven (7) days to make such repairs.
- c. The City may undertake the repairs if not completed within the specified timeframes above. The City Engineer shall notify Permittee of non-compliance and Permittee shall make all identified repairs within two (2) business days of notification of non-compliance. Repairs involving public safety may be made by the City without notice. Permittee will be assessed all costs associated with the City preformed repairs, plus fifteen (15) percent overhead fees.
- d. If repairs are made other than seam sealing to the warranted patch, a new warranty will be implemented for the new patch.

COMPLIANCE

- 1. As part of the notice of noncompliance, the City Engineer will include a notice to comply within five (5) working days or all future permits may be denied until the problems have been corrected. A meeting shall be arranged with the City Engineer and a plan of action to prevent future noncompliance shall be presented before issuance of any new permits.
- 2. An exemption can be applied for in writing to the City Engineer.
- 3. Noncompliance Activities include:
 - a. Failure to obtain a permit.
 - b. Failure to maintain temporary patches.
 - c. Failure to make permanent repairs.
 - d. Failure to make emergency repairs.
 - e. Failure to make warranty repairs.
 - f. Failure to inform the City of asphalt completion date.
 - g. Failure to follow traffic control measures, as required.

h. Failure to meet specified timeline for any repairs.

EXEMPTIONS

- 1. General. A waiver or exemption from the moratorium standards restoration requirements may be granted if the City Engineer determines that impacts to vehicle, bicycle, and/or pedestrian traffic would negate the public benefit of this standard.
- 2. Capital Improvement Areas. A waiver of the moratorium and full standards restoration requirements may be granted for cutting within roads that are identified within the Oregon City Capital Improvement Plan for resurfacing in that year pursuant to the waiver request provisions below.
- 3. City Owned Projects. City projects will be subject to testing and warranty requirements that are established under the applicable public procurement contracts and are exempt from the testing and warranty requirements of this Standard.
- 4. Waiver Request. Permittees may seek a waiver of this Standard as follows:
 - a. Permittee shall submit a waiver request to the City Engineer identifying the proposed project, the impact the project will have on the roadway, the timeline for completion and explaining how all alternative solutions including avoidance have been exhausted.
 - b. A meeting with the City Engineer to discuss the project may be required and additional information may be requested from the City.
 - c. The City Engineer accept or deny any such request. If a request is accepted, the City Engineer may attach conditions of approval that require additional restoration of the area affected and/or special inspections, the cost of which shall be borne by the Permittee.

CITY OF OREGON CITY

PUBLIC WORKS

PAVEMENT CUT STANDARD

RESOLUTION NO. 12-291516-3502

ADOPTED: JANUARY 6, 2016

EFFECTIVE: JANUARY 6, 2016

REPLACING THE STANDARDS ADOPTED IN RESOLUTION NO. 12-29,

ADOPTED SEPTEMBER 19TH19, 2012

EFFECTIVE: OCTOBER 19TH, 2012

PREPARED BY

PUBLIC WORKS DEPARTMENT

122 S Center Street

PO Box 3040

Oregon City, Oregon 97045

Telephone: (503) 657-8241

Engineering Division

CITY OF OREGON CITY PUBLIC WORKS PAVEMENT CUT STANDARD

INTRODUCTION

Pavement cuts are a necessary operation and cannot be avoided. Utilities need to serve new customers and repair existing facilities. There is a common good for all utilities to be placed in the public right-of-way. All parties shall strive to reduce the burden to the taxpayer/ratepayer, and damage to the roadways.

Studies conducted by multiple groups and organizations have determined that poorly restored pavement cuts cause permanent structural and functional damage to roadways, increasing maintenance costs, future rehabilitation costs and produceproducing a rough ride. If realized, the increased costs and rough ride are a burden for the taxpayer/ratepayer.

The pavement beyond the trench may be weakened by sagging whichthat results from loss of lateral support. Heavy construction traffic also weakens the area adjacent to the trench. Studies have shown that the pavement life may be reduced by pavement cuts. Poorly constructed patches tend not to last through the life of the existing road and fail prematurely when there is a lack of good construction techniques used when backfilling and compacting. This causes an additional burden to maintenance departments and taxpayers/ratepayers. A poorly constructed pavement cut usually requires repair before the road needs to be resurfaced. Studies also reveal that patch areas probablyoften require thicker overlays compared to the rest of the pavement in the area. This also results in higher costs to the taxpayer/ratepayer.

PURPOSE

The purpose of this standard is to establish a uniform approach to pavement cuts and street repair applicable to utilities and other contractors working in the public rights-of-way. The goal of this standard is to provide long lasting pavement repairs at the least possible overall cost to both utilities and taxpayers/ratepayers.

APPLICABLE STANDARDS AND SCOPE

This document supplements the Oregon City design and construction standards/drawings. All work and materials shall conform to the applicable Oregon Standard Specifications for Construction published by the Oregon Department of Transportation and modified by the City of Oregon City. This Pavement Cut Standard document pertains to the base aggregate, and asphalt and cement concrete sections for pavement patches only. For trench backfill requirements, see Oregon City Standard Drawing SD (No. 313). Requirements typical for pavement repair work associated with pavement cuts are described below. To the extent there is a conflict between the requirements of this Standard and other standards, the provision of this Standard shall be followed.

DEFINITIONS

City: City of Oregon City.

City Engineer: City Engineer, or designee (Engineers, Inspectors, Project Managers, Field Personnel), representing the City of Oregon City.

Full Depth: Thickness of asphalt from top of asphalt to top of base aggregate.

Asphalt Concrete Pavement: Also referred to as "ACP," this consists of uniformly coated mixture of asphalt cement, graded aggregate, and additives as required. The use of ACP in this section refers to either hot mix or warm mix asphalt concrete as determined by context.

Interim Patch: A temporary patch including two inches of hot mixed asphalt concrete (HMAC). ACP.

Length of Patch: The patch dimension parallel to the roadway.

New Roadway: Any roadway that <u>was constructed within the previous three years or</u> has had a qualifying pavement treatment in the permitted excavation location that is less than or equal to in the previous three years.

ODOT: Oregon Department of Transportation

Travel Lane: Travel lane location shall be determined based on striping, where present. Where there is no striping, the travel lane width shall be twelve feet from the road centerline. Where the edge of the travel lane width is within four feet from the edge of pavement, the travel lane shall extend to the edge of the pavement.

Length of Patch: The patch dimension parallel to the roadway.

Permanent Patch: The final pavement repair as part of the current permitted job.

Permittees: The utility company or other entity who submits an application for a permit to conduct construction operations in the public right-of-way. The <u>Permittee and the</u> Permittee's contractor will be held to the requirements of the permit.

Qualifying Pavement Treatment: Preventative maintenance treatments such as slurry sealing and microsurfacing along with other rehabilitation methods such as overlays, grind/inlays and reconstruction constitute qualifying treatments that will re-start the tier timelines. Minor street maintenance such as spot repairs and crack sealing will not restart the tier timeline.

Tier: Grouping by age of street with respect to the most recent qualifying pavement treatment. Because the City keeps records of the year, but not exact dates on which pavement treatments are applied, the date of a given qualifying treatment will be assumed to be July 1st of the applicable year.

Travel Lane: Travel lanes shall be established based on striping, where present. Where there is no striping, the travel lane width shall be twelve feet from the road centerline. The travel lane width shall extend to the edge of pavement if it is within four feet from the edge of pavement.

Width of Patch: The patch dimension perpendicular to the roadway.

PAVEMENT RESTORATION REQUIREMENTS

The City of Oregon City hereby establishes a tiered pavement cut standard system based on the date of <u>construction or</u> the last qualifying pavement treatment applied to a pavement. The standard will be in effect for any City roadway from the time <u>aof construction or most recent</u> qualifying pavement treatment was applied. The applicable standards are described below and specific replacement requirements are shown in Oregon City Standard Drawing No. <u>313, 508, 532, 533, and 534.</u>

- 1. <u>Moratorium Standard</u>: Pavement cuts will only be allowed on an emergency basis. No planned or permitted cuts will be allowed when this standard applies. If pavement cutting is necessary for emergencies, cuts shall be full depth and extend one (1) foot beyond the nominal trench edge longitudinally and transversely. Two (2) inch minimum thickness grind and inlay paving shall extend the full width of an established travel lane and to the curb line or edge of pavement.
- 2. <u>Full Standard</u>: Pavement cuts shall be full depth and extend one (1) foot beyond the nominal trench edge longitudinally and transversely. Two (2) inch minimum thickness grind and inlay paving shall extend the full width of an established travel lane. There shall be no gaps or joints that are less than four (4) feet from the edge of pavement.
- 3. <u>Modified Standard</u>: Pavement cuts shall be full depth and extend one (1) foot beyond the nominal trench edge longitudinally and transversely. Two (2) inch minimum thickness grind and inlay paving shall extend beyond the wheel path to the middle of the travel lane. There shall be no gaps <u>or joints</u> that are less than four (4) feet from the edge of pavement.
- 4. <u>T-Cut Standard</u>: Pavement cuts shall be full depth and extend <u>one (1-)</u> foot beyond the nominal trench edge longitudinally and transversely.

Applicable standards based on Tier (number of years since last qualifying pavement treatment) and City Street Classification is established in the following table:

TABLE 1- RESTORATION REQUIREMENTS BY CLASSIFICATION AND TIER

Street Classification	Tier 1 (≤ 3 years)	Tier 2 (3-6 years)	Tier 3 (> 6 years)
Street Classification	Moratorium	(3-0 years)	(> 0 years)
Arterial Streets	Standard	Full Standard	Full Standard
Arteriai Streets		Full Standard	Full Standard
	Moratorium		
Collector Streets	Standard	Full Standard	Modified Standard
	Moratorium		
Local Streets	Standard	Full Standard	T-Cut Standard

Note: Proposals to deviate from the standards described above <u>may be allowed in the discretion</u> of the City Engineer and will require approval in advance by the City Engineer. See exemption process described below. During the permit review process, the City Engineer will determine the applicable standard based on the above table.

PERMITS

- 1. As part of obtaining a Right-of-Way permit per OCMC 12.04, Permittee shall provide the proposed street cut information as requested by the Public Works department. A street cutRight-of-Way application form will be provided by and Pavement Cut application form are available on the City website. The City Engineer will determine the restoration requirements in accordance with this Standard. The Permittee shall provide the City Engineer 24at least twenty-four (24) hours notice prior to completing final restoration to allow for inspection.
- 2. If the City Engineer determines, in his/herthe City Engineer's discretion, that previous violations of these Standards exist, future construction work may be disallowed until the Permittee has fulfilled all obligations. Written notification by the City Engineer will be sent prior to this action.
- The Permittee shall notify the City Engineer of existing problems with the adjacent roadway to a proposed patch. Every effort will be made to leverage both utility and City dollars for street improvements.

RESPONSIBLE PARTY

The Permittee shall be responsible for all construction and warranty requirements of this standard even when the work is done by a Permittee retained contractor.

GENERAL REQUIREMENTS

1. Materials:

- a. Unless the roadway is classified by the City as an Arterial, Level 2, ½ inch Dense PG 64-22 ACP shall be used for all permanent asphalt restoration. If the roadway is a designated Arterial, then the material shall be Level 3.
- <u>a.b.</u> All patching materials and construction requirements not addressed in this document shall conform to the City's <u>Standards</u>Special Provisions Section 00744.
 - . Level 2, ½ inch Dense PG 64-22 HMAC shall be used for all permanent asphalt restoration.
- c. To the extent Controlled Low Strength Material, (CLSM aka CDF) material is required for a particular repair, the permittee shall follow ODOT Standard Specification, Section 00442 – Controlled Low Strength Materials.

d.

2.e. Patching:

- a. Longitudinal cuts that extend through multiple tier classifications require discussion with the City Engineer to determine the appropriate patching approach. In principle, each road section will be patched according to the applicable standard and tier in which it is ranked; however the City retains the right to require higher level tier at its discretion.
- b. For all full depth asphalt repairs, the minimum asphalt thickness shall be four (4) inchesthick, or match the existing depth of asphalt, whichever is greater.
- c. All <u>HMACACP</u> lifts shall be compacted to 92% of the maximum theoretical density per AASHTO T-209 (Rice Density).
- d. Existing base rock disturbed within full depth asphalt repairs shall be re-compacted prior to paving. For trench backfill requirements, see Oregon City Standard Drawings (No. 313).
- e. All cold-planed surfaces shall be swept and kept clean at all times. All cold-planed materials shall be removed and disposed off-site at the cost of the Permittee.
- f. If a patch exceeds seventy (70) percent of an existing patch, the entire existing patch shall be replaced.
- g. The minimum dimension of the patch parallel to the road shall be eight (8) feet. If any part of the excavation, patch or damaged area intrudes into an adjacent lane, that lane shall also be replaced in accordance with the tiered chart and Oregon City standard drawings. Standard Drawings.
- h. New patches adjacent to any existing patch shall be extended to the existing patch line where possible. If patch lines cannot be combined, a minimum gap of four (4) feet shall be provided between patches.
- i. When two (2) or more patches on the same project are created within fifteenthirty (30) feet of each other, they shall be incorporated into a single patch at the expense of the Permittee. Anytime more than two patches are required within a 350-foot longitudinal area, the Permittee shall notify the City Engineer to determine if cost sharing is an option to expand the pavement repair/replacement area.
- j. Pavement cuts shall be straight, and clean and shall be either parallel/or perpendicular pavement cuts with respect to the roadway will be allowed travel lane. No jagged, broken or undermined edges will be allowed.
- k. All pavement overcuts shall be sealed using an ODOT approved edge sealing tack material and clean sand blanket. Edge sealing methods shall be consistently applied throughout, four (4) to six (6) inches in width.

- 1. The top lift of asphalt for all <u>longitudinal</u> repairs with a length that exceeds twenty feet and width that exceeds eighthirty (30) feet shall be placed using a paving machine with a screed or an asphalt spreader box.
- m. The completed surface of all courses shall be of uniform texture; smooth, uniform as to crown and grade and free from defects. The completed surface of the wearing course shall not vary more than 1/4one-quarter (1/4) inch from the lower edge of a ten (10) foot straightedge placed parallel to the centerline. Tolerance exceptions and corrective measures due to existing roadway conditions or other reasons must be approved by the City Engineer.
- n. All areas outside of the travel lanes or shoulders that are affected by the work shall be restored to their original condition.

3.2. Traffic Control:

- a. Permittee shall follow the Oregon Temporary Traffic Control Handbook and erect and maintain traffic control per the most recent edition of the Manual of Uniform Traffic Control Devices (MUTCD) and Oregon State modification to the MUTCD. The Permittee shall submit a traffic control plan for review and approval by the City.
 - b. All existing traffic control markings will be replaced as soon as possible after permanent paving is completed.
 - c. Temporary markings for lane lines and stop lines or traffic control devices approved by City Engineer shall be in place prior to the roadway opening for traffic.
- <u>b.</u> All remaining temporary striping will be completed within seven days of new pavement completion and shall be maintained by Permittee until permanently restored.
- d.c. All permanent traffic control markings shall be installed within seven (7) days after permanent paving is completed.
- 4. Emergency Repairs: The City will allow a Permittee to make emergency repairs provided a more reasonable alternative does not exist. Permittee shall make every reasonable effort to restore the roadway quickly. Permittee shall notify the City Engineer of emergency repairs not later than the next business day.

SPECIAL REQUIREMENTS FOR CHIP, SLURRY, or MICRO SEAL AND CONCRETE ROADS

- 1. Chip, <u>Slurry</u>, <u>or Micro</u> sealed roads shall be rehabilitated according to construction requirements for asphalt roads as outlined in this document.
- 2. All concrete road cuts shall be pre-approved before beginning work (except in the case of an emergency situation). Concrete roads shall require full panel replacement unless approved otherwise by the City Engineer. All concrete joints shall require an approved tie bar and dowel retrofit. Depth of concrete replacement shall match the existing thickness or shall be in accordance with City Standards whichever is greater. Care shall be made not to undermine the existing panels. If the adjacent panels are disturbed or

damaged, they also shall be replaced at the discretion of unless the City Engineer otherwise determines. All joints shall be sealed with an material approved material by the City Engineer. Where concrete roads are overlaid with asphalt, the concrete shall be replaced as described above and asphalt portion of the cut shall be constructed according to the pavement standard.

EXCEPTIONS

This section identifies exceptions to the pavement restoration requirements for the activities listed below. The general and special restoration requirements shall still apply.

- 1. Valve and manhole repairs shall be exempt from the patching requirements of this standard. Valve and manhole patching requirements shall be in accordance with City Standards. All warranty and construction requirements shall be met. No longitudinal construction joints shall be allowed in the wheel path.
- Potholing to find utilities shall be exempt from patching requirements of this standard.
 To be exempt, cuts shallmust be less than two-(2) foot square with no longitudinal joints in the wheel path and shall be backfilled with controlled densityCLSM or other City approved fill from sixtwelve (12) inches above the utility to bottom of asphalt. Round cuts are preferred.

NEW DEVELOPMENT

This standard is a minimum standard applicable to all cuts made in existing roadways. For new development, additional requirements may apply. Contact the Public Works Department Development Services Division for specific additional requirements.

TEMPORARY PAVEMENT RESTORATION

Pavement shall be restored with temporary patches before the road is reopened to traffic as defined below. The Permittee shall maintain the temporary patch until the patch has been permanently restored. Gravel surfacing is not acceptable as a temporary patch.

- 1. **Immediate Patch:** An immediate patch may be used to open the roadway to traffic. Immediate patches may include the use of steel plates with signs or be a minimum of two-(2) inch thick cold mix asphalt on two(2) inches thick crushed surfacing. Immediate patches will only be allowed while work is being completed and shall be replaced with an interim or permanent patch within seven (7) days after placement. Steel plates shall be pinned and ramped with cold mix asphalt.
- 2. **Interim Patch:** When a permanent patch cannot be completed within <u>seven (7)</u> days of an immediate patch, an interim patch shall be used to keep the roadway open to traffic.

Interim patches shall be a minimum of two-<u>(2)</u> inch thick <u>HMACACP</u> on <u>two (2-)</u> inch thick crushed surfacing. Interim patches shall be replaced with a final patch within <u>thirty</u> (30) days after placement.

TESTING & WARRANTY REQUIREMENTS

- 1. Asphalt density testing to meet <u>ninety-two</u> (92%) <u>percent</u> maximum theoretical density per AASHTO T-209 (Rice Density) shall be performed by the Permittee. A minimum of one (1) density test shall be <u>formedperformed</u> for each patch. For patches longer than 300 one <u>hundred</u> (100) feet in length, at least one (1) test shall be completed per every 300 one <u>hundred</u> (100) linear feet.
- 2. Base rock density testing within the trench limits to meet <u>ninety-five (95%) percent</u> maximum dry density per AASHTO T-180 shall <u>perbe</u> performed by the Permittee prior to paving. -A minimum of one (1) density test shall be <u>formedperformed</u> at top of rock for each patch prior to paving. For patches longer than <u>300one hundred (100)</u> feet in length, at least one (1) test shall be completed at the top of rock per every <u>300one hundred (100)</u> linear feet.
- 3. Pavement restoration on roadways under all pavement cut standards will have a minimum warranty period of two (2) years. The patch shall be repaired if necessary until the warranty has passed.
- 4. All warranties will become void if the road receives a qualifying pavement treatment within the patching limits.
- 5. For road cuts performed by a Permittee using its internal capability, that Permittee or assignee will be responsible for repairs required during the warranty period.
- 7.5. All warranty work requires that a City inspector be on site. The Permittee shall be required to coordinate inspection with the City Engineer.
- <u>8.6.</u>The following defects identified by the City Engineer shall be covered by warranty:
 - a. Sunken pavement patches greater than or equal to one-quarter $(\frac{1}{4})$ inch (measured by a ten- (10) foot straight edge).
 - b. Surface raveling or oxidation due to deficiencies with the asphalt material.
 - c. Poor workmanship.
 - d. Inadequate compaction per City standards.
- 9.7. Notice of Repairs
 - a. If emergency repairs are needed due to safety concerns, the Permittee shall immediately upon contact make such repairs from time of verbaland give notice byto

- the City Engineer. Such notice shall be reduced to writing and transmitted to the Permittee within two business days.
- b. For non-emergency repairs on arterial or collector streets, the Permittee shall have forty-eight (48) hours in which to make such repairs from time of verbal notice by the City Engineer. For residential streets, the Permittee shall have up to seven (7) days to make such repairs.
- c. The City Engineer-may provide for undertake the repairs if not completed within the specified timeframes above. The City Engineer shall give notice of noncompliance to thenotify Permittee of non-compliance and Permittee shall make all identified repairs within two (2) business days- of notification of non-compliance. Repairs involving public safety may be made by the City without notice. -Permittee will be assessed all costs associated with the repairs. The costs shall be based on actual costs or the average bid items for comparable projects for the year preceding City preformed repairs, plus fifteen (15) percent overhead fees.
- e.d. If repairs are made other than seam sealing to the warranted patch, a new warranty will be implemented for the new patch.

COMPLIANCE

- 1. As part of the notice of noncompliance, the City Engineer will include a notice to comply within five (5) working days or all future permits may be denied until the problems have been corrected. A meeting shall be arranged with the City Engineer and a plan of action to prevent future noncompliance shall be presented before issuance of any new permits.
- 2. An appealexemption can be applied for in writing to the City Engineer.
- 3. Noncompliance Activities include:
 - a. Failure to take outobtain a permit.
 - b. Failure to maintain temporary patches.
 - c. Failure to make permanent repairs.
 - d. Failure to make emergency repairs.
 - e. Failure to make warranty repairs.
 - f. Failure to inform the City Engineer of asphalt completion date.
 - g. Failure to follow traffic control measures, as required.
 - h. Failure to meet specified timeline for any repairs.

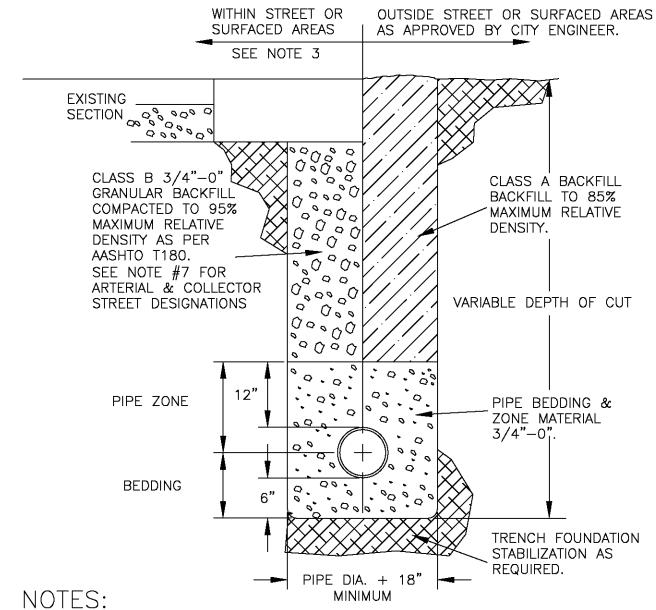
g.

EXEMPTIONS

a.1. General. A waiver or exemption from the moratorium standards restoration requirements may be granted if the City Engineer determines that impacts to vehicle, bicycle, and/or pedestrian traffic would negate the public benefit of this standard.

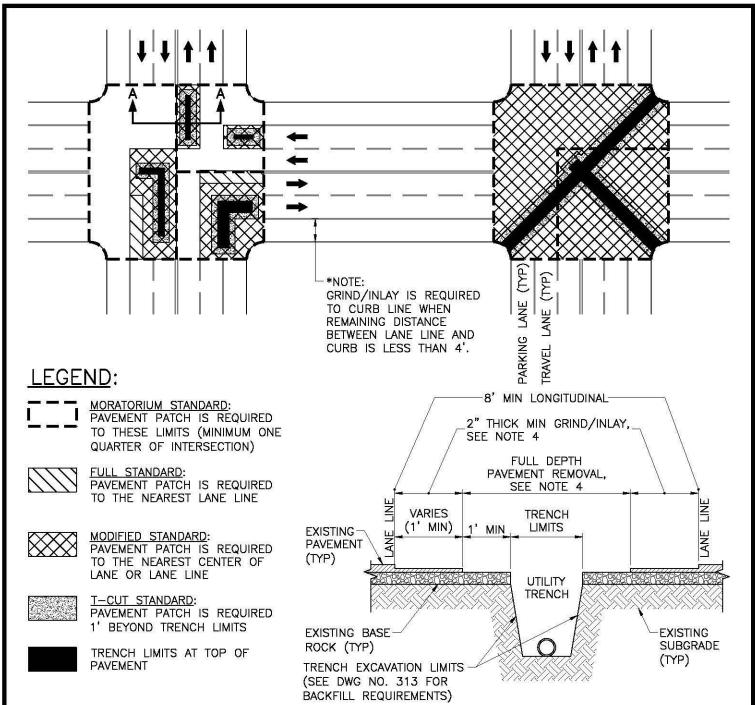
- b.2. Capital Improvement Areas. A waiver of the moratorium and full standards restoration requirements may be granted for cutting within roads that are identified within the Oregon City Capital Improvement Plan for resurfacing in that year pursuant to the waiver request provisions below.
- e.3. City Owned Projects. City projects will be subject to testing and warranty requirements that are established under the applicable public procurement contracts and are exempt from the testing and warranty requirements of this Standard.
- <u>4. c.</u> Waiver Request. Permittees may seek a waiver of <u>certainthis</u> Standard <u>requirements</u> as follows:
 - 1.a. Permittee shall submit a waiver request to the City Engineer identifying the proposed project, the impact the project will have on the roadway, the timeline for completion and explaining how all alternative solutions including avoidance have been exhausted.
 - 2.b. A meeting with the City Engineer to discuss the project may be required and additional information may be requested from the City.
 - 3.—The City Engineer accept or deny any such request. If a request is accepted, the City Engineer may attach conditions of approval when granting a waiver that may require additional restoration of the area affected and/or special inspections, the cost of which shall be borne by the Permittee.

c.



- 1. ALL CUTS IN PAVEMENT SHALL BE SAW CUT.
- 2. ALL PAVEMENT PATCH JOINTS AND ALL CUT EDGES SHALL BE SAND SEALED PER ODOT SPECS AND OREGON CITY SPECIAL PROVISIONS SEC-00744.51.
- 3. REFER TO OREGON CITY PAVEMENT CUT STANDARDS AND STANDARD DETAIL DWGS NO. 532, 533 & 534.
- 4. THIS TRENCH BACKFILL REQUIREMENT APPLIES TO ALL UNDERGROUND CONDUITS.
- 5. CLASS "B" BACKFILL SHALL EXTEND 3 FEET BEYOND EDGE OF STREET OR SURFACED AREA.
- BACKFILL SHALL BE PLACED AND COMPACTED IN A MAX. OF 24—INCH LIFTS, COMPACTION TESTING REQUIRED AT A FREQUENCY OF 1 TEST EVERY 100 FEET OF TRENCH.
- 7. EXISITING ARTERIAL & COLLECTOR STREET DESIGNATIONS REQUIRE CLSM (aka CDF) PER ODOT STANDARDS, SEC-00442 FOR ALL TRENCH CROSSING LOCATED IN VEHICLE TRAVEL LANES.

	S.L.W. J.W.H.		City of Oregon City		N.T.S.
REV.	DATE	APPR.	Public Works Standard Drawings	DATE	APRIL 1993
1 2	08/12 05/13	AFG	PIPE BEDDING	APPR.	AFG
3	11/15	AFG	AND BACKFILL	DWG. N	o. 313*

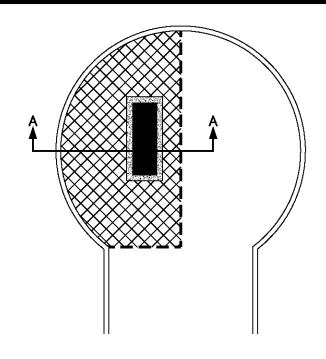


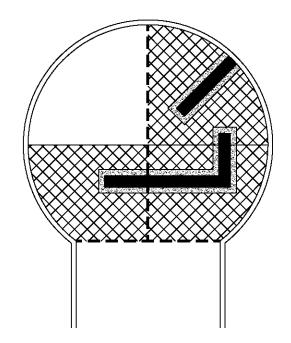
NOTES:

SECTION A-A

- 1. ALL CUTS TO BE PERPENDICULAR/PARALLEL TO DIRECTION OF TRAVEL.
- 2. ALL PAVEMENT PATCH JOINTS AND ALL CUT EDGES SHALL BE SAND SEALED PER ODOT SPECS AND OREGON CITY SPECIAL PROVISIONS SEC-00744.51.
- 3. PAVEMENT REPLACEMENT IS REQUIRED TO THE NEXT ADJACENT CURB, PARKING, OR LANE LINE WHENEVER A TRENCH OR DISTURBANCE OF ASPHALT OR SUPPORT MATERIAL EXTENDS BEYOND SUCH LINE.
- 4. FOR STREETS WITH EXISTING AC THICKNESS OF LESS THAN 4 INCHES, COMPLETE FULL DEPTH AC REMOVAL TO PAVING LIMITS AND REPLACE WITH MINIMUM 4 INCHES OF AC.
- 5. RESURFACING TO BE A MINIMUM 4 INCHES, LEVEL 2, 1/2-INCH PG 64-22 ACP (IF ARTERIAL, LEVEL 3) OR MATCHING EXISTING, WHICHEVER IS GREATER.

DRAWN ENGR.	D.K.H. G.E.C.		City of Oregon City		N.T.S.	
REV.	DATE	APPR.	Public Works Standard Drawings	DATE	AUGUST 2012	
1	11/15	AFG	PAVEMENT CUT STANDARD,	APPR.	JML	
			INTERSECTIONS	INTERSECTIONS	DWG. N	o. 533





LEGEND:

<u>___</u>

MORATORIUM STANDARD:
PAVEMENT PATCH IS REQUIRED
TO THESE LIMITS (MINIMUM ONE
HALF OF CUL—DE—SAC).



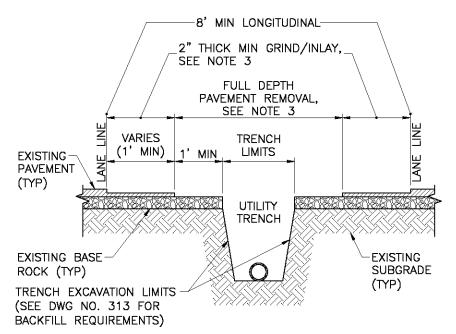
FULL & MODIFIED STANDARDS: PAVEMENT PATCH IS REQUIRED TO THESE LIMITS (MINIMUM ONE QUARTER OF CUL—DE—SAC).



T-CUT STANDARD:
PAVEMENT PATCH IS REQUIRED
1' BEYOND TRENCH LIMITS.



TRENCH LIMITS AT TOP OF PAVEMENT.

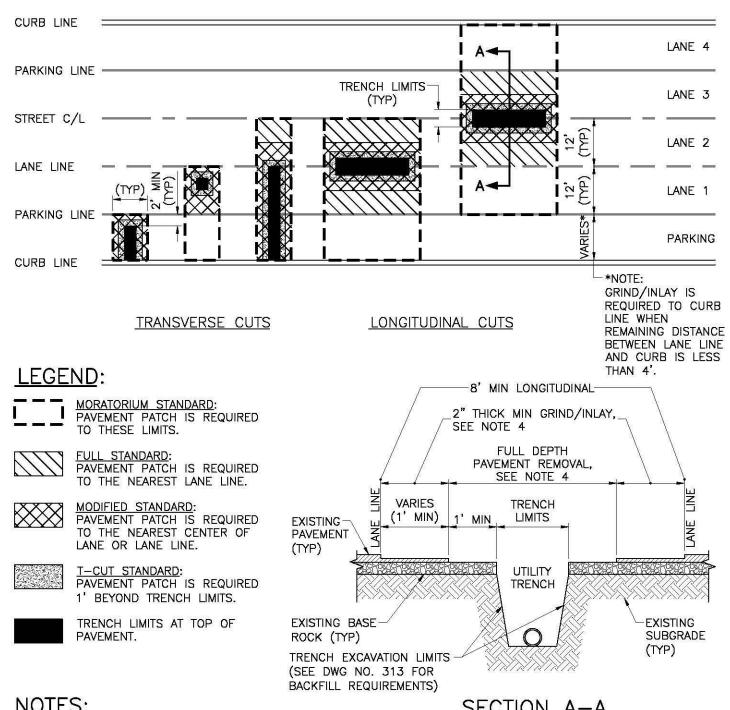


SECTION A-A

NOTES:

- 1. ALL CUTS TO BE PERPENDICULAR/PARALLEL TO DIRECTION OF TRAVEL.
- 2. ALL PAVEMENT PATCH JOINTS AND ALL CUT EDGES SHALL BE SAND SEALED PER ODOT SPECS AND OREGON CITY SPECIAL PROVISIONS SEC-00744.51.
- 3. FOR STREETS WITH EXISTING AC THICKNESS OF LESS THAN 4 INCHES, COMPLETE FULL DEPTH AC REMOVAL TO PAVING LIMITS AND REPLACE WITH MINIMUM 4 INCHES OF AC.
- 4. RESURFACING TO BE A MINIMUM 4 INCHES, LEVEL 2, 1/2-INCH PG 64-22 ACP (IF ARTERIAL, LEVEL 3) OR MATCHING EXISTING, WHICHEVER IS GREATER.

	D.K.H. G.E.C.				N.T.S.
REV.	DATE	APPR.	Public Works Standard Drawings	DATE	AUGUST 2012
1	11/15	AFG	PAVEMENT CUT STANDARD,		JML
			CUL-DE-SACS (LOCAL STREETS)	DWG. N	o. 534



NOTES:

SECTION A-A

- 1. ALL CUTS TO BE PERPENDICULAR/PARALLEL TO DIRECTION OF TRAVEL.
- 2. ALL PAVEMENT PATCH JOINTS AND ALL CUT EDGES SHALL BE SAND SEALED PER ODOT SPECS AND OREGON CITY SPECIAL PROVISIONS SEC-00744.51.
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- 4. FOR STREETS WITH EXISTING AC THICKNESS OF LESS THAN 4 INCHES, COMPLETE FULL DEPTH AC REMOVAL TO PAVING LIMITS AND REPLACE WITH MINIMUM 4 INCHES OF AC.
- 5. RESURFACING TO BE A MINIMUM 4 INCHES, LEVEL 2, 1/2-INCH PG 64-22 ACP (IF ARTERIAL, LEVEL 3) OR MATCHING EXISTING, WHICHEVER IS GREATER.

DRAWN ENGR.	D.K.H. G.E.C.		City of Oregon City		N.T.S.
REV.	DATE	APPR.	Public Works Standard Drawings	DATE	AUGUST 2012
1	1 11/15 AFG	PAVEMENT CUT STANDARD,	APPR.	JML	
			TYPICAL LAYOUT	DWG. N	o. 532



City of Oregon City

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

Staff Report

File Number: 15-683

Agenda Date: 1/6/2016 Status: Consent Agenda

To: City Commission Agenda #: 8a.

From: Public Works Director John Lewis File Type: Report

SUBJECT:

Relinquishment Deed to Transfer Right-of-Way (ROW) on Beavercreek Road and on Maplelane Road from the Oregon Department of Transportation (ODOT) to the City of Oregon City

RECOMMENDED ACTION (Motion):

Authorize the City Manager to execute Relinquishment Deed No. 51457A transferring ODOT ROW on Beavercreek Road and on Maplelane Road to the City of Oregon City for use by the City as street ROW.

BACKGROUND:

On March 11, 1982, the City, Clackamas County and ODOT entered into Agreement #7601 to facilitate the construction of the Oregon City Bypass (OR 213 from Clackamas Community College to I-205). In accordance with Agreement #7601, the City shall take over jurisdiction of local roadways once they are annexed into the city limits of Oregon City, therefore, the ROW must be officially transferred to the City.

The City already had jurisdiction of Beavercreek Road and on June 18, 2014, the City executed Relinquishment Deed 51469A which transferred from ODOT to the City the portion of Maplelane Road from Maplelane Court to a point north of Beavercreek Road. ODOT prepared the attached Relinquishment Deed No. 51457A which will relinquish Beavercreek Road ROW immediately west of OR 213. In addition, execution of the agreement will relinquish ROW located immediately north of Beavercreek Road at Maplelane Road.

Relinquishment Deed No. 51457A will transfer a triangular shaped parcel located between Beavercreek Road and the portion of Maplelane Road ROW relinquished to the City in 2014. Additionally, ROW on both the north and south sides of Beavercreek Road immediately west of OR 213 will also be transferred to the City through the execution of Relinquishment Deed No. 51457A.



City of Oregon City

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

Staff Report

File Number: 15-683

Agenda Date: 1/6/2016 Status: Consent Agenda

To: City Commission Agenda #: 8a.

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Relinquishment Deed

Right of Way Files 51457, 51460, 51462 – 51464, 51466

Relinquishment No. 51457A
Misc. C & A Agreement No. 7601
Park Place-Clackamas Community College Project
Beavercreek Road Section
Cascade Highway South
Clackamas County, Oregon

In order to complete terms of Misc. C & A Agreement No. 7601, dated April 14, 1982, between the STATE OF OREGON, by and through its Department of Transportation, hereinafter called "State", CLACKAMAS COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of County Commissioners, and CITY OF OREGON CITY, a municipal corporation of the State of Oregon, acting by and through its City Officials, hereinafter called "City", State does hereby relinquish unto City its right, title and interest in the connecting streets or portions thereof as provided for in said agreement. Any right-of-way being conveyed in which State has any title shall be vested in City ONLY SO LONG AS USED FOR PUBLIC ROAD PURPOSES. IF SAID RIGHT OF WAY IS NO LONGER USED FOR PUBLIC ROAD PURPOSES, IT SHALL AUTOMATICALLY REVERT TO STATE. The area being relinquished is described in the legal description and accompanying map, marked Exhibit "A" and Exhibit "B", attached hereto and by this reference made a part hereof.

AS SHOWN ON THE ATTACHED EXHIBIT MAP, HEREIN AND MADE A PART OF THIS DOCUMENT AS SET FORTH ABOVE, THAT IN THE EVENT OF A CONFLICT OR DISCREPANCY BETWEEN THE EXHIBIT MAP AS SHOWN AND THE WRITTEN LEGAL DESCRIPTION EXHIBIT "A", THE WRITTEN LEGAL DESCRIPTION EXHIBIT "A" SHALL PREVAIL.

The property above described is transferred subject to the rights of any utilities located within said property and further subject to the rights of the owners of said existing facilities if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said property.

Existing access control will be retained and continue to be enforced by State.

11/20/15 Page 1 - Relinquishment

RETURN TO
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2
SALEM OR 97302-1142

Right of Way Files 51457, 51460, 51462 – 51464, 51466

Relinquishment No. 51457A
Misc. C & A Agreement No. 7601
Park Place-Clackamas Community College Project
Beavercreek Road Section
Cascade Highway South
Clackamas County, Oregon

The Oregon Transportation Commission, by a duly adopted Delegation Order OTC – 01; Delegation Order No. DIR-03, Paragraph No. A-21; Delegation Order No. HWY 04, Paragraph No. A-8; and Delegation Order No. TSB 04, Paragraph No. A-6, all dated December 1, 2010, authorize the State Right of Way Manager to sign this Relinquishment Deed for and on behalf of the Commission.

	Reiniquistiment beed for and on penalt of the Commission.
	Dated this day of
	STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION By Joseph A. Gray, State Right of Way Manager
	STATE OF OREGON, County of Marion
	Dated November 23, 2015. Personally appeared Joseph A. Gray, stated that he is the State Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:
ISS	OFFICIAL STAMP MAXINE M OSWALT NOTARY PUBLIC-OREGON COMMISSION NO. 933769 SION EXPIRES NOVEMBER 03, 2018 Notary Public for Oregon My Commission expires Nov. 3, 7018
	Title as hereinabove relinquished and as shown on accompanying legal description and map, Exhibit "A" and Exhibit "B", is hereby accepted by the City of Oregon City.
	Accepted on behalf of the City of Oregon City
	Ву
	Date

11/20/15 Page 2 - Relinquishment blr

Relinquish To Oregon City

That certain real property consisting of two parts situated in Sections 4, 5 and 9, Township 3 South, Range 2 East, W.M., Clackamas County, Oregon.

Part 1 situated in Sections 4 & 5, Township 3 South, Range 2 East, W.M., Clackamas County, Oregon and being that property described in that Warranty Deed to the State of Oregon, by and through its Department of Transportation, Highway Division, recorded July 26, 1982 as Recorder's Fee No. 82-20451, Film Records of Clackamas County.

ALSO being that property designated as Parcel 2 and described in that Warranty Deed to the State of Oregon, by and through its Department of Transportation, Highway Division, recorded August 26, 1981 as Recorder's Fee No. 81-29852, Film Records of Clackamas County.

ALSO being that property designated as Parcel 3 and described in that Warranty Deed to the State of Oregon, by and through its Department of Transportation, Highway Division, recorded August 26, 1981 as Recorder's Fee No. 81-29852, Film Records of Clackamas County.

EXCEPT therefrom that property designated as Parcel 2 and described in that Deed to Michael W. Rinkes and Janet Katherine Rinkes, recorded June 26, 1985 as Recorder's Fee No. 85-21945, Film Records of Clackamas County.

ALSO being that property designated as Parcel 1 and acquired by the State of Oregon, by and through its Department of Transportation in that Stipulated Final Judgment dated June 1, 1984, entered as Circuit Court Case No. 82-7-366, Clackamas County, Oregon.

ALSO being that portion of that property designated as Parcel 1 and acquired by the State of Oregon, by and through its Department of Transportation in that Stipulated Final Judgment dated July 6, 1984, entered as Circuit Court Case No. 82-6-550, Clackamas County, Oregon, lying Westerly of the following described line:

Beginning at a point opposite and 100.00 feet Southerly of the center line of Beaver Creek Road at Engineer's Station "B" 40022+50.00; thence Northerly in a straight line to a point opposite and 125.00 feet Westerly of the center line of the Cascade Highway South at Engineer's Station 223+83.64; thence Northerly parallel with said Cascade Highway South center line to Engineer's Station 223+00.00.

The center lines of Beaver Creek Road and Cascade Highway South are described in said judgment.

ALSO being that property designated as Parcel 2 and described in that Warranty Deed to the State of Oregon, by and through its Department of Transportation, Highway Division, recorded June 30, 1981 as Recorder's Fee No. 81-22852, Film Records of Clackamas County.

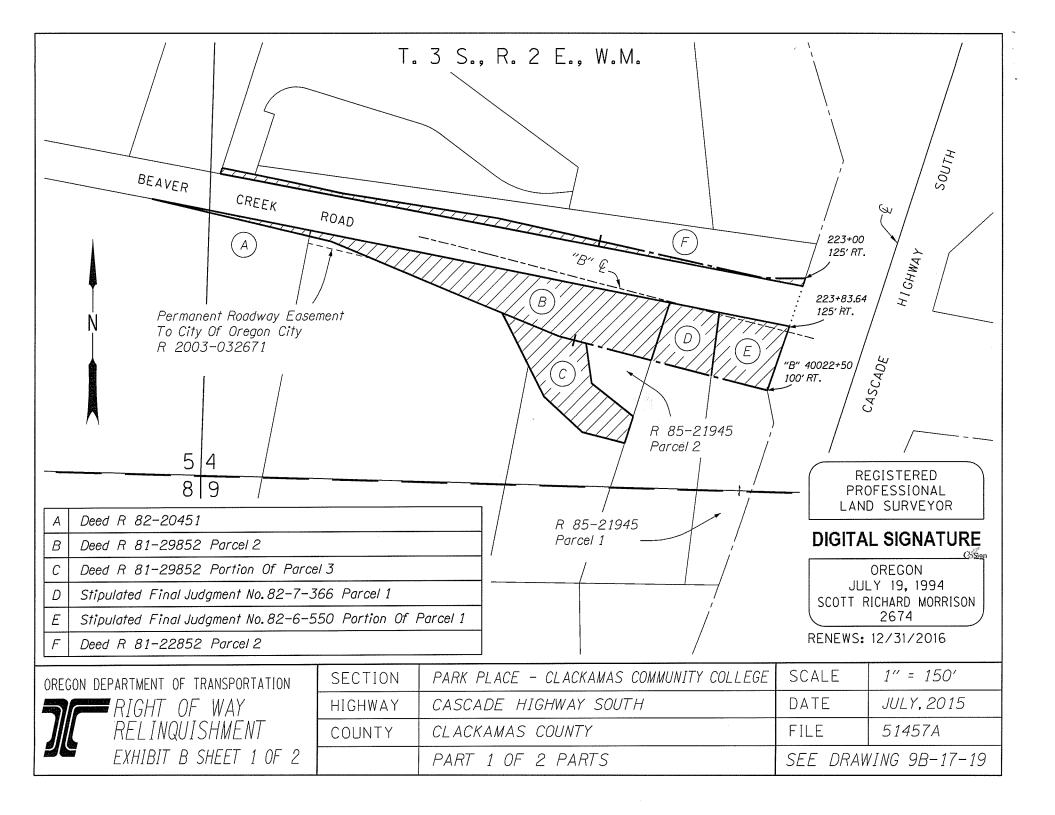
Part 2 situated in Section 9, Township 3 South, Range 2 East, W.M., Clackamas County, Oregon and being that property described in that Warranty Deed to the State of Oregon, by and through its Department of Transportation, Highway Division recorded January 22, 1981 as Recorder's Fee No. 81-2299, Film Records of Clackamas County.

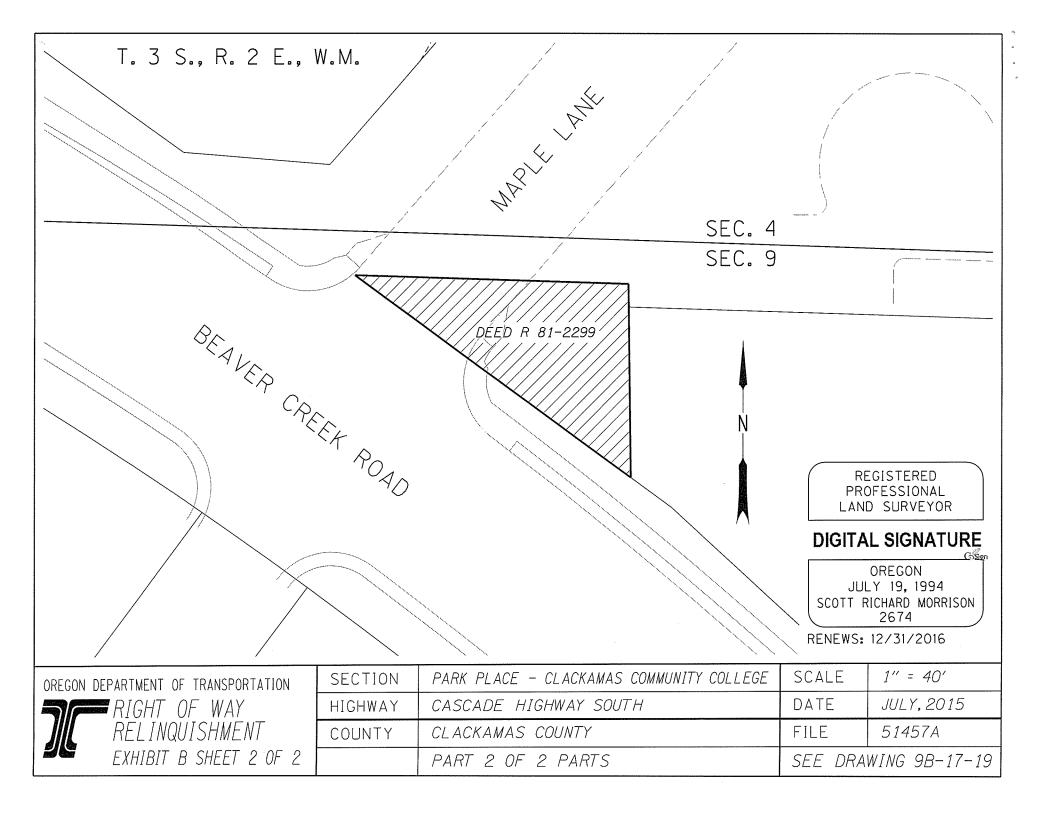
REGISTERED PROFESSIONAL LAND SURVEYOR

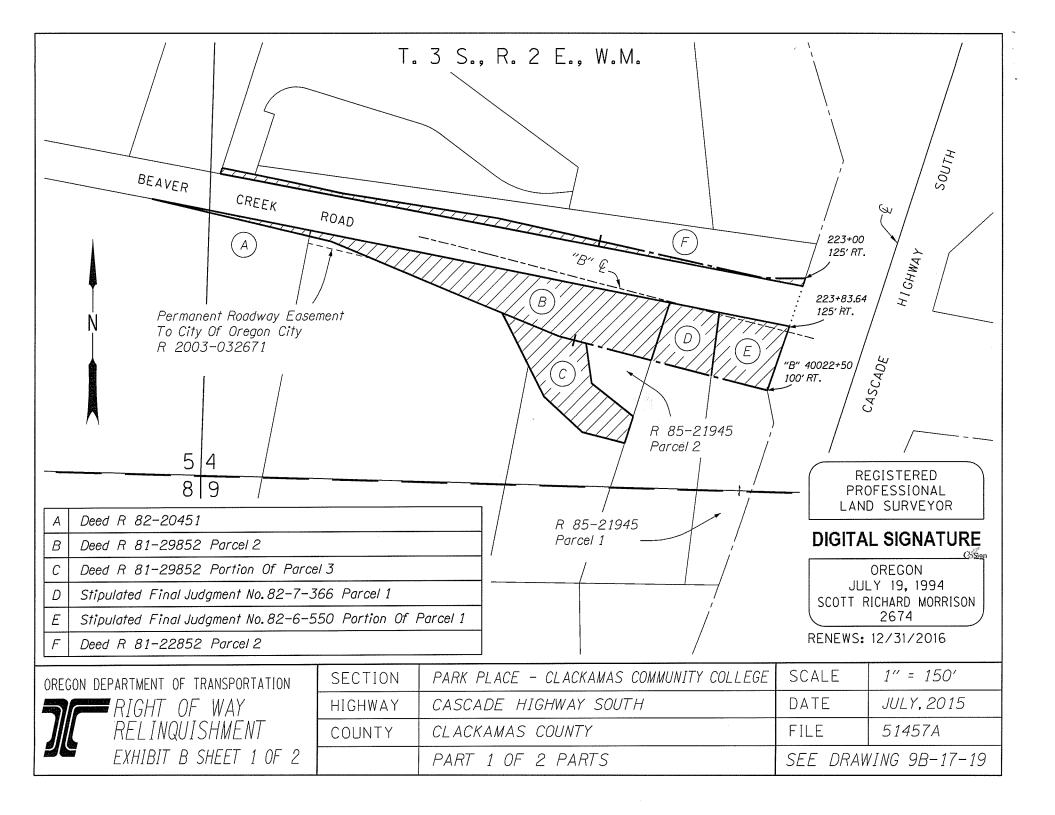
DIGITAL SIGNATURE

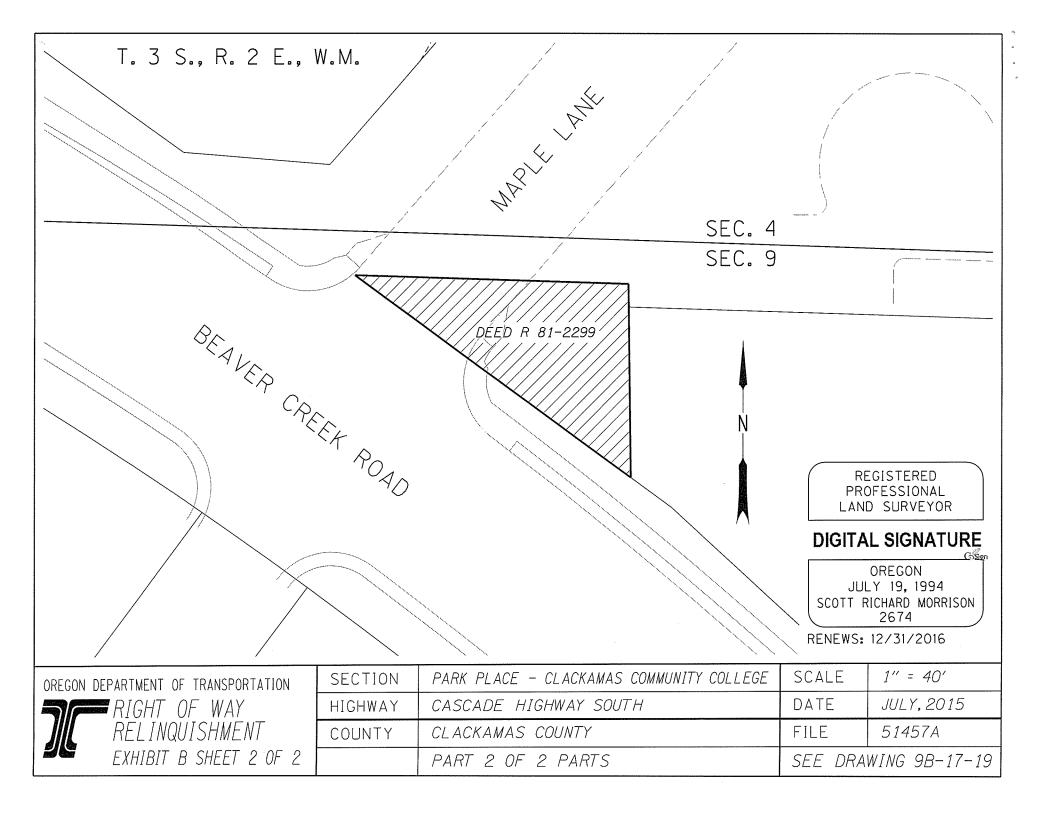
OREGON JULY 19, 1994 SCOTT RICHARD MORRISON 2674

RENEWS: 12/31/2016









Revised: 1/22/82 Revised: 2/25/82 MISC. CONTRACTS and AGREEMENTS No. 7/1.

Misc. Contracts & Agreements No. 7601

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; CLACKAMAS COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of County Commissioners, hereinafter referred to as "County"; and the CITY OF OREGON CITY, a municipal corporation of the State of Oregon, acting by and through its City Officials, hereinafter referred to as "City".

WITNESSETH

RECITALS

- 1. For the purpose of furthering the developing of a highway system adapted in all particulars to the needs of the people of the State of Oregon and for the promotion of the safe and expeditious flow of traffic, State, County and City plan and propose to construct the Park Place-Clackamas Community College Section (Oregon City Bypass) of the Cascade Highway South, State Secondary Highway No. 160, hereinafter referred to as "project". The location of the project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. The project shall be financed with Federal-Aid Interstate Transfer (e)(4) Funds and local matching funds to be provided by State.
- 2. By the authority granted in ORS 366.770 and 366.775, State, County and City may enter into cooperative agreements for the performance of work on certain types of projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
- 3. By the authority granted in ORS 366.320(3), all rights-of-way owned or held by the several counties over and along roads adopted as state highways are vested in State.
- 4. By the authority granted in ORS 271.330 State, or any political subdivision within the State, has the express power to relinquish the title to any of its property to any other governmental body or political subdivision within the State, provided such property shall continue to be used for public purposes.

- 5. By the authority granted in ORS 366.300, State, County and City may enter into agreements for the disposition of sections of any state highway that may be eliminated from the original route by reason of relocation or realignment of the highway where the sections to be eliminated are needed for the service of persons living thereon or for a community served thereby.
- 6. By the authority granted in ORS 373.010, ORS 373.015 and ORS 373.030, whenever the route of any state highways passes through the corporate limits of the City, State may locate, relocate, reroute, abandon, alter, or change such routing when in its opinion the interest of the motoring public will be better served; and State may, with the consent of City, change the grade of any street, highway or road over which state highway traffic is routed.
- 7. By the authority granted in ORS 487.850, State is authorized to determine the character or type of traffic control signals to be used, and to place or erect them upon state highways at places where state deems necessary for the safe and expeditious control of traffic. No traffic control signals shall be erected or maintained upon any state highway by any authority other than State, except with its written approval.
- 8. By the authority granted in ORS 373.250(2), the city road funds may be used for the construction and repair of roads lying outside the corporate limits of a city having a population of less than 100,000 which lead directly to it.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

STATE OBLIGATIONS

- 1. State shall conduct the necessary field surveys, soils investigations and environmental studies, obtain the required right-of-way and easements, identify and obtain all permits, perform all preliminary engineering and design work required to produce plans, specifications and estimates, advertise for construction bid proposals, award all contracts, furnish all construction engineering, material testing, technical inspection and resident engineer services for administration of the contract and, upon completion of construction, perform all necessary maintenance operations on that portion of the project lying within the right-of-way or access control boundaries of the relocated Cascade Highway South.
- 2. State shall locate and construct certain improved street and road connections within the corporate limits of the project and, upon completion of construction, shall dispose of all State's right, title and interest, for public purposes only, in those portions of right-of-way lying outside the right-of-way or access control boundaries of the Cascade Highway South, with all jurisdiction, maintenance and control therein or thereupon passing to County and City to be performed at their sole expense.
- 3. Upon completion of construction and opening of the Oregon City Bypass to traffic, State shall relinquish, for public purposes only, all State's right, title and interest, if any there be, in those portions of

the existing and relocated Parkplace Frontage Road (Washington Street) from the Oregon City Bypass to the intersection of Washington Street with 14th Street and the existing Cascade Highway South, approximately as shown on the attached Exhibit A, with all jurisdiction, maintenance and control therein or thereupon passing to City to be performed at its sole expense. Said portions of the Parkplace Frontage Road and the existing Cascade Highway South lie outside the right-of-way or access control boundaries of the Oregon City Bypass.

- 4. State shall close certain existing roads, streets and ways within the limits of the project, portions of which may be under the jurisdiction of County and/or City. Said closures may be accomplished by erection of a barrier or obliteration of the existing roadway and include warning signs, where applicable.
- 5. State shall relocate, or cause to be relocated, all existing, utility conduits, lines, poles, mains, pipes and other such facilities that are located on private property or within State jurisdiction where such relocation is necessary to conform said utilities or facilities to the plans for the project. If requested by the agency with jurisdiction, State shall arrange for any required adjustment or relocation of utilities outside State jurisdiction but under County or City jurisdiction, acting on behalf of the County or City.

COUNTY OBLIGATIONS

- 1. County shall, upon completion of construction, assume at its sole expense all jurisdiction, maintenance and control over those portions of reconstructed roads and streets referred to in paragraph 2 under STATE OBLIGATIONS, with all State's right, title and interest passing to County. Said portions of roads and streets lie outside the corporate limits of the City of Oregon City. County shall reimburse State for the value of any transferred property owned in fee by State if such property is sold or otherwise removed from public ownership.
- 2. County agrees that no county road shall be constructed running into or intersecting the highway unless the plans and specifications have first been submitted to and approved by State and made a matter of official record.
- 3. County consents to the closure by State of those roads, streets or ways lying within County jurisdiction referred to in paragraph 4 under STATE OBLIGATIONS.
- 4. County acknowledges the effect and scope of ORS 366.320(3) and the vesting in State of those portions of the right-of-way of roads owned or held by County that lie within the right-of-way of the highway.
- 5. County shall relocate, or cause to be relocated, all utility conduits, lines, poles, mains, pipes and all other such facilities, where such utilities or facilities are located within the right-of-way of any presently existing county road where such relocation is necessary in order to conform the utilities or facilities to the plans for the project. County may request State to arrange for the adjustment of utilities, acting on behalf of County.

6. County shall enter into and execute this agreement during a duly authorized session of its Board of County Commissioners.

CITY OBLIGATIONS

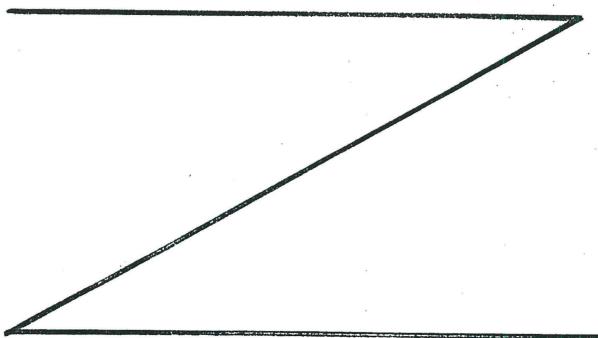
- 1. City shall, upon completion of construction, assume at its sole expense all jurisdiction, maintenance and control over those portions of reconstructed roads and streets referred to in paragraph 2 under STATE OBLIGATIONS, and those portions of the existing and relocated Parkplace Frontage Road (Washington Street) and the existing Cascade Highway South referred to in paragraph 3 under STATE OBLIGATIONS, with all State's right, title and interest passing to City. City shall reimburse State for the value of any transferred property now owned in fee by State if such property is sold or otherwise removed from public ownership.
- 2. City consents to the closure by State of those roads, streets or ways lying within City jurisdiction referred to in paragraph 4 under STATE OBLIGATIONS.
- 3. City agrees that no city street shall be constructed turning into or intersecting the highway unless the plans and specifications therefore have first been submitted to and approved in writing by State and made a matter of official record.
- 4. City, by execution of this agreement, does hereby give its consent as required by ORS 373.030(2), to any and all changes of grade, if any there be, in connection with or arising out of the construction of the project within the city limits. City shall have final approval of any changes of grade prior to advertisement for construction bid proposals.
- 5. City shall relocate, or cause to be relocated, all utility conduits, lines, poles, mains, pipes and other such facilities located in areas under City jurisdiction where such relocation is necessary in order to conform said utilities and facilities with the ultimate requirements of the project. City may request State to arrange for said relocation, acting on behalf of the City.
- 6. City shall adopt a resolution authorizing its City Officials to enter into and execute this agreement, and the same shall be attached hereto and become a part hereof.

GENERAL PROVISIONS

1. The parties hereto agree and understand that they will comply with all applicable Federal and State statutes and regulations, including but not limited to: Title 6, U.S.C., Civil Rights Act; Title 18, U.S.C., Anti-Kickback Act; Title 23, U.S.C., Federal Aid Highway Act; Titles 2 and 3 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; and Office of Management and Budget Circulars Nos. A-87 and A-102, Attachments G and P. The parties hereto also agree to comply with the Regulations of the Department of Transportation relative to nondiscrimination of federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference

and made a part of this agreement. Civil Rights Assurances must be included in all utility relocation contracts where federal-aid funds are involved and the relocation work is performed under contract rather than by local forces.

- 2. State, County and City mutually agree and understand that County and City shall be furnished with "as-constructed" plans and profiles of the roads, streets and ways referred to in paragraph 2 under STATE OBLI-GATIONS and a copy of the actual field notes of the centerline showing the property corners and the monuments that were tied and set by the Oregon State Highway Division.
- 3. State and City mutually agree and understand that prior to acceptance by City of those portions of the existing and relocated Parkplace Frontage Road (Washington Street) and the existing Cascade Highway South referred to in paragraph 3 under STATE OBLIGATIONS, State shall perform all routine maintenance to place the roadway and ditches in a condition described as "Fair" in the State's system of highway rating and as portrayed in Exhibit B. This condition excludes utility patches and other pavement openings created under City control. The City Engineer and State's District Maintenance Supervisor together shall conduct a physical survey and agree on a program of work to be done by State forces to bring the highway to this standard. Should the City request and the State Region Engineer concur, a cash payment in lieu of actual maintenance work may be made based on the Region Engineer's estimate of the agreed maintenance work. Acceptance of cash payment by the City shall constitute acceptance of the highway.



4. State, County and City also mutually agree and understand that only those utility relocations which are eligible for federal-aid participation as set forth in Federal-Aid Highway Program Manual, Volume 1, Chapter 4, Section 4, shall be included in the total project costs and participation.

5. Signing, lighting or traffic protection devices that are necessary to protect the motoring public will be included as a part of the project with the costs of maintenance and power to be shared by State and City in accord with the "Policy Statement for Cooperative Traffic Control Projects" approved by the Oregon Transportation Commission and the League of Oregon Cities bearing the date of September 8, 1971; and the costs of maintenance and power to be shared by State and County in accord with the "Policy Statement for Cooperative Traffic Control Projects" approved by the Oregon Transportation Commission and the Association of Oregon Counties bearing the date of February 22, 1972.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written. City Officials have acted in this matter pursuant to Resolution No. a motion , adopted by its City Council on the ________, day of __________, 1982.

This project was approved by the Oregon Transportation Commission on May 20, 1980 as a part of the Six-Year Highway Improvement Program (page 11).

The Oregon Transportation Commission, by a duly adopted delegation order, authorized the State Highway Engineer to sign this agreement for and on behalf of the Commission. Said authority is set forth in the Minutes of the Oregon Transportation Commission.

APPROVAL RECOMMENDED Metropolitan Administrator	STATE OF OREGON, by and through its Department of Transportation, Highway Division
metroportian Administrator	1 500

State Highway Engineer

Date 4/82

CLACKAMAS COUNTY, by and through its Board of County Commissioners

By Commissioner

By Commissioner

CITY OF OREGON CITY, by and through its City Officials

By Mayor

EXHIBIT B"

CONDITION - Fair (Slight Deterioration)

The ride qualities of roadways in this category are noticeably inferior to those of new roadways. Surface defects of flexible pavements may include rutting, map cracking, and extensive patching. Rigid pavement in this group may have a few joint failures, faulting and cracking, and some pumping. (These pavements are in the stage of service life when the routine maintenance program is most effective.)







There being no further business the meeting adjourned at 9:07 p.m.

JEAN K. McNULTY City Recorder

REGULAR MEETING

Oregon City, Oregon March 11, 1982

A regular meeting of the City Commission was held in the Commission Chambers of City Hall on the above date. Roll call showed the following present:

Mayor Joan M. Cartales Commissioner Don Andersen Commissioner Ron Thom Commissioner James L. Johnson Gerald Pecinovsky, General Manager Dave Fish, Administrative Assistant John C. Anicker, City Attorney Jean K. McNulty, City Recorder

It was moved by Thom, seconded by Andersen that the minutes of the meeting of March 3, 1982, be approved as published.

Roll call: Johnson, Aye; Andersen, Aye; Thom, Aye; Cartales, Aye.

This was the opportunity for citizens to present items for Commission consideratio on future agendas. There was no input from the audience. Commissioner Thom requested an item on the water turbidity of the South Fork be placed on the next agenda.

Next on the agenda was a status report from Liberty Cable Television. Mr. Ken Knoche was present representing Liberty Cable. Commissioner Andersen noted that his concern regarding the notification of subscribers on their 12th month of free service was taken care of in the report. Commissioner Johnson wished absolute assurance that the subscribers would be provided their 12th month of free service. Mr. Knoche assured the Commission that the subscribers would be so provided. Commissioner Thom stated tha he did not disqualify himself because this was an informational item and did not requir a vote of the Commission.

Next presented was Manager's Report No. 82-33, first reading of Ordinance No. 1993 The City Attorney read proposed Ordinance No. 1993. On discussion Commissioner Anderse expressed the thought that initiating the proposed Plan Check fee was adding to the cosbuilding a new home making it even more prohibitive to build. After further discussion was moved by Thom, seconded by Johnson, that Ordinance No. 1993 be approved and ordered published.

Roll call: Andersen, Nay; Thom, Aye; Johnson, Aye; Cartales, Aye.

ORDINANCE NO. 1993

AN ORDINANCE AMENDING TITLE IV: BUILDING REGULATIONS, CHAPTER 1: BUILDING CODE, SE 1, OF THE 1963 CITY CODE

OREGON CITY DOES ORDAIN AS FOLLOWS:

That Title IV: BUILDING REGULATIONS, Chapter 1: BUILDING CODE, Section 1: ADOPTION BUILDING CODE, of the 1963 City Code, be and the same is hereby amended as follows:

- 1. Subsection (B) is hereby repealed.
- 2. Subsection (C) is hereby amended to read as follows:

The City Attorney read the Findings and Orders on proposed condemnation of wood frame building at 306 S. Center Street. It was moved by Thom, seconded by Andersen, to adopt the Findings and Orders.

Roll call: Andersen; Aye; Thom, Aye; Johnson, Aye; Cartales, Aye.

Presented next was Manager's Report No. 82-32, Request for Waiver of Building Use Charge at the Senior Center. The Manager explained that the request was presented by the Oregon City High School Wrestling Team to hold their potluck awards banquet on March 15, 1982. The Wrestling Team was requesting that charges of \$39 associated with the use of the Senior Center be waived. Commissioner Thom questioned why this matter could not be considered and acted upon by either the Senior Center Director or the General Manager instead of the Commission body. It was explained that a new policy is being drafted that would include this arrangement but that at present a waiver of the use fee can only be done by the Commission. It was moved by Thom, seconded by Andersen that the Commission waive the Building Use Charge at the Senior Center for this function Commissioner Johnson questioned if the City was required to pay for the attendant and felt that this expense should be carried by the Club. It was explained that the City would have to pay the attendant.

Roll call: Thom, Aye; Johnson, Nay; Andersen, Aye; Cartales, Aye.

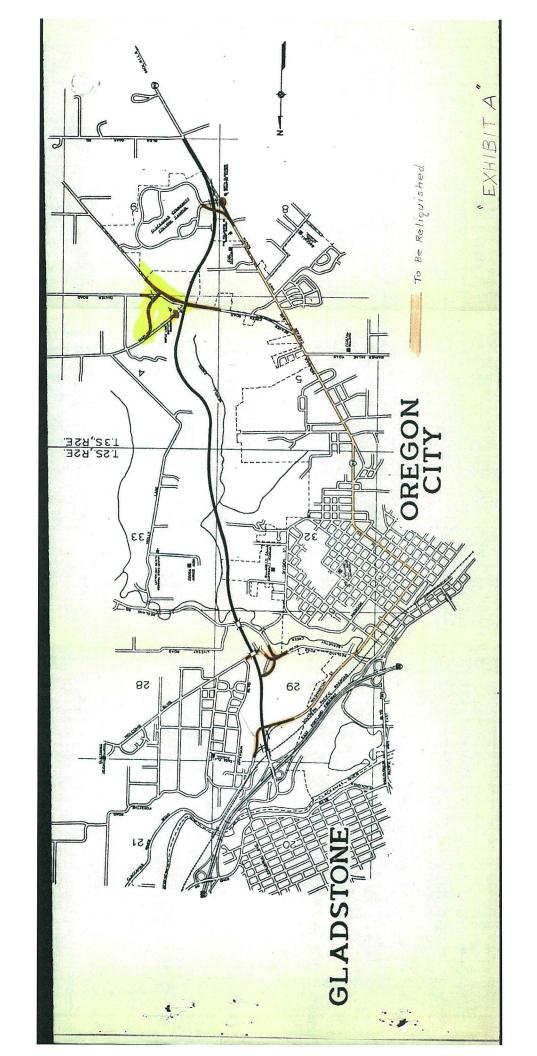
Manager's Report No. 82-29, Construction Agreement with the Oregon Department of Transportation was presented. It was moved by Thom, seconded by Andersen, that the Mayor and City Recorder are hereby authorized to sign a Construction Agreement between the State of Oregon, Clackamas County, and Oregon City regarding the transfer of jurisdiction of Cascade Highway, Oregon 213, upon completion of the construction of the Oregon City By-Pass.

Roll call: Johnson, Aye; Andersen, Aye; Thom, Aye; Cartales, Aye.

Next on the agenda was Manager's Report No. 82-30, Community Service Awards. This would be a recognition by the City to individuals, organizations, businesses, and groups for contributions involving time, materials, gifts and bequests made to the City. It is recommended that the awards be presented at the first Commission meeting in June of each year and that this meeting date be designated by proclamation as "Community Service Award Day". It is further recommended that awards of \$25 to \$999 be recognized with a certificate; \$1,000 to \$2,500 be recognized with a framed certificate and that a contribution above \$2,500 be recognized with a plaque. It was moved by Andersen, seconded by Thom, to accept the recommendations for the Community Service Awards.

Roll call: Andersen, Aye; Thom, Aye; Johnson, Aye; Cartales, Aye.

Presented next was Manager's Report No. 82-31, Mountain View Cemetery. Mr. Ken Mitchell of Mitchell and Sherman, C.P.A.'s, P.C., was presented to address the Commission on the matter of establishing funds for perpetual care for Mountain View Cemetery. The question was posed as to whether or not there would be funds to care for the cemetery forever. He explained that private cemeteries are required to place money from their lot sales into a fund so that when all lots are sold they can then be cared for and not become unkempt. Cemeteries owned by municipalities do not, but in his opinion they should, place a portion of the proceeds from each sale into a fund for perpetual care. He felt that this could be a fund which might be invaded if an emergency arises or if sales are rather slow. Endowment Care funds can be used for current needs but not so with the Replacement fund. He feels very strongly that the Replacement fund should not be invaded for current needs and should be there to replace the existing Mausoleum so that the capital expenditure is not a burden on the taxpayer. The Mausoleum should be able to perpetuate itself. He further explained the investing of this money regarding capitalization of the interest. He noted that we should be in good shape with a 50 percent allocation of all funds collected on a monthly basis to this Replacement Fund. He further noted that there have been a fair number of sales on the new Mausoleum and in order to meet our goals we should place 50 percent of those sales as an initial deposit in the fund.



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City of Oregon City

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

Staff Report

File Number: 15-704

Agenda Date: 1/6/2016 Status: Consent Agenda

To: City Commission Agenda #: 8b.

From: Public Works Director John Lewis File Type: Contract

SUBJECT:

Personal Services Agreement with RH2 Engineering, Inc.

RECOMMENDED ACTION (Motion):

Staff recommends the City Commission authorize the City Manger to execute the Personal Services Agreement with RH2 Engineering, Inc. to provide design and construction administration services for the 2016 Waterline Replacement Projects.

BACKGROUND:

On January 7, 2015, the City Commission established a short list of five engineering consulting firms to perform civil and environmental engineering related professional services for projects involving the planning, construction, reconstruction or rehabilitation of utility infrastructure facilities and to otherwise assist the City in completing selected engineering and capital improvement projects. RH2 Engineering, Inc. is one of the five short listed firms.

The 2016 Waterline Replacement Projects were selected from the City of Oregon City Water Master Plan and include 15th Street from Main Street to Division Street (CIP-10), South End Road from Gentry Way to Amanda Court, Warner Parrott Road and Lawton Road from Josephine Street to King Road (CIP-12), see attached project location maps.

BUDGET IMPACT:

Amount: \$314,515

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

Funding Source: Water Fund and Water SDC's



City of Oregon City

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OREGON CITY PUBLIC WORKS PERSONAL SERVICES AGREEMENT

2016 Waterline Replacement Projects (CI15-011 & CI15-012)

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

CITY OF OREGON CITY ("City") City of Oregon City

PO Box 3040 625 Center Street Oregon City, OR 97045 Attention: John Lewis

and

RH2 ENGINEERING, INC. ("Consultant") RH2 Engineering, Inc.

6500 SW Macadam Avenue, Suite 125

Portland, Oregon 97239 Attn: Kyle Pettibone

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. <u>Term.</u> 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. <u>Compensation</u>. 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 \$314,515.
- 3. <u>Scope of Services</u>. Consultant's services under this Agreement shall consist of services as detailed in <u>Exhibits A1 and A2</u>, attached hereto and by this reference incorporated herein.
- 4. <u>Standard Conditions</u>. This Agreement shall include all of the standard conditions as detailed in <u>Exhibit B</u>, attached hereto and by this reference incorporated herein.
- 5. <u>Schedule</u>. The components of the project described in the Scope of Services shall be completed according Term, above.
- 6. <u>Integration</u>. 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. <u>Notices</u>. 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.

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 RH2 ENGINEERING, INC. By: John M. Lewis By: Title: Public Works Director Title: DATED: ______, 20__. DATED: _______, 20__. ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE): By: Anthony J. Konkol III Title: Interim City Manager DATED: ______, 20__. APPROVED AS TO LEGAL SUFFICIENCY: By:

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City Attorney

Exhibit A1 Scope of Work City of Oregon City 15th Street Waterline Replacement Project No. CI 15-011

December 2015

Background

The City of Oregon City (City) 2012 Water Master Plan identifies the need to replace approximately 4,600 linear feet of water main and a pressure reducing station (PRS) along 15th Street between Main Street and Division Street. This project is identified as Capital Improvement Project (CIP) No. 10. The project generally consists of the construction of approximately 4,600 linear feet of 8-inch and 10-inch ductile iron water main, approximately 45 new 1-inch services with individual pressure reducing valves on the customer side of each water meter, and approximately 7 to 9 new fire hydrant assemblies. Along the alignment, there are nine cross street tie-ins, which will require the connections to occur beyond the 15th Street right-of-way (ROW).

The City has requested that RH2 Engineering, Inc., (RH2) provide engineering services for the design, services during bidding, and services during construction for the 15th Street Waterline Replacement project. This Scope of Work has been prepared based on a draft scope of work provided by the City and subsequent scoping meeting involving RH2 and City staff.

Project Understanding and Assumptions

The following outlines RH2's understanding of the City's responsibilities, and the overall project goals and requirements. Assumptions used in preparing this Scope of Work are also identified.

The City will be responsible for the following:

- Provide a project manager who is responsible for overall project management and will provide coordination between RH2 and the City.
- Establish the work scope and design parameters for each project, including related standards.
- Provide RH2 copies of all available, relevant City utility as-built plans, topographical maps, reports and studies pertinent to the project.
- Provide RH2 with GIS technical support, including a base map based upon coordinate geometry with aerial photography and topographic contours.
- Provide RH2 with the City's standard drafting frame, title block and a Drafting Standards Manual.
- Provide RH2 with digital copies of the City's standard construction specifications, details and front-end bidding document sections.
- Provide timely review and comment on all reports, drawings and specifications submitted by RH2 to City for review and approval.
- Submit applications to the state and/or Clackamas County (County) for any required permits (no are permits currently anticipated). (Note: RH2 may be requested to contribute project information for such applications as described in this Scope of Work).

- Maintain records and process consultant invoices.
- Provide legal review of all contracts, bid forms, and real property.
- Provide notifications, as necessary, to the public and business community regarding the nature and timing of the work to be completed.
- Advertise and manage the bidding process for construction. (RH2 will respond to design/bid questions from potential bidders as described in this Scope of Work).

In preparing this Scope of Work, the following assumptions were made:

- It is anticipated at the 15th Street Waterline Replacement project will be completed in conjunction with the South End, Warner Parrott, Lawton Road Waterline Replacement project.
- The proposed improvements generally include the design of approximately 4,600 lineal feet of 8-inch and 10-inch water main within 15th Street extending from Main Street to Division Street. It is anticipated that all improvements will be constructed within the developed ROW.
- The City has limited or no information regarding the existing retaining wall located between V an Buren Street and Harrison Street. As such, the proposed waterline alignment will be routed to minimize disturbance to the existing wall.
- The Union Pacific railroad bridge crosses over 15th Street at Center Street and may require additional coordination. It is assumed that the crossing may require a steel casing, but will not require jacking and boring.
- Areas along 15th Street are known to have concentrations of basalt and sandstone rock; design investigation and construction documents should account for potential rock excavation.
- The City plans to construct roadway improvements along 15th Street in the near future. As such, trench restoration will consist of a T-Patch, and full width resurfacing will not be required.
- The City will coordinate and submit for construction permits.
- RH2 will rely on the accuracy and completeness of any data, information, or materials provided by the City or others in relation to the work.

Task 1 – Project Management

Objective: Provide coordination of the RH2 project team, including regular communication with City staff, periodic progress reporting, monthly billing and updates on project scope, schedule, and budget.

Approach:

- 1.1. Project Administration and Reporting: Provide project management services during design, bidding, and construction services phases, including staff scheduling, recordkeeping and filing, and project invoicing. Provide monthly billing invoices, including a detailed breakdown of staff hours billed by task and subtask. Include a summary of expenditures, percentage complete by task, and budget remaining per task. Coordinate with the City's project manager regularly to discuss project and task status.
- 1.2. Prepare and Maintain Project Schedule: Prepare and maintain the overall project schedule, including adding staff, subconsultants, and other resources. It is assumed that the project schedule will be developed at project initiation and will be reviewed and revised at the 50-percent and 90-percent design milestones, in conjunction with City reviews.

1.3. Attend Project Kickoff Meeting – Prepare for and attend a project kickoff meeting. This will be a meeting with City staff and will focus on initial design and waterline layout to get to the 50-percent design level. Contribute to the preparation of meeting agendas and minutes. It is assumed that the project kickoff meeting will be combined with the South End, Warner Parrott, Lawton Road Waterline Replacement project kickoff meeting.

RH2 Deliverables:

- Monthly invoices.
- Project Schedule, at project kickoff, 50-percent, and 90-percent milestones.
- Meeting agendas and minutes.

Task 2 – Survey and Geotechnical Investigation

Objective: Obtain and review background information relevant to the design. Work with professional land surveyor to obtain topographic survey of the project area, as well as pre- and post-construction survey of existing monuments.

Assumptions:

• The City will provide surveyor existing as-builts for subsurface utilities.

Approach:

- 2.1. <u>Survey Coordination and Preparation of Base Maps:</u> Contract and coordinate with professional land surveyor, AKS Engineering and Forestry, Inc., (AKS) to perform topographical survey of surface features, monumentation, marked utilities, property line, and ROW lines of the proposed alignment. Coordinate with AKS as necessary and to respond to questions. Review survey data and format for design use. Perform site visit to compare survey information with field conditions. Update plans as necessary based on site visit. *It is assumed that utility locates will be requested by the Surveyor and provided via the One-Call network.*
- 2.2. <u>Pre- and Post-construction Monument Survey:</u> Contract and coordinate with AKS to perform pre-and post-construction monument survey and submit Record of Survey to the County Surveyor's Office.
- 2.3. Engineering Geology and Environmental/Hazards Investigation: Perform a review of existing geologic and environmental data available (currently online and from previous reports) and advise the design team of specific areas needing field exploration by such means as test pits or borings. Perform field reconnaissance of proposed alignment to observe visible indicators of geologic/environmental issues or concerns and specifically address issues related to soil corrosion potential. Contract and coordinate with geotechnical drilling contractor to conduct shallow boring explorations along alignment. Observe field exploration as necessary. Contract with soil testing laboratory for soil properties analysis. Prepare a brief technical memorandum summarizing field observations and laboratory analyses and coordinate with design team and City to incorporate findings/recommendations into design.

RH2 Deliverables:

- Topographical survey and base maps for project area.
- Results of pre- and post-construction monument survey and verification of submission to County Surveyor's Office.

Geotechnical memorandum.

Task 3 – Utility Coordination

Objective: Perform utility coordination work related to the following franchise and private utilities: power, communications, gas, cable television, and other private utilities that may be present within the project limits. Confirm utility owners within the project limits, and assist utility owners with identifying and addressing potential utility conflicts.

Assumptions:

- It is anticipated that the majority of potential utility conflicts can be avoided with reasonable and timely cooperation from the impacted utility owners. Affected utilities will be responsible for potholing their facilities as requested to assist in developing designs that avoid their facilities to the extent practical, and will be responsible for developing their relocation designs in order to accommodate the project.
- City utilities include water, sanitary sewer, and storm sewer facilities. It is assumed the City will locate its utilities by potholing or other means as deemed necessary to resolve conflicts in the construction of the project.

Approach:

- 3.1. Coordinate with Utility Owners and Distribute Project Information Letter: Identify utility contacts, and prepare and distribute a project information letter to the involved utility companies to explain the nature of the work and anticipated project schedule. Maintain record of correspondence with utility companies.
- 3.2. <u>Identify Potential Utility Conflicts and Coordinate Utility Potholing:</u> Coordinate with City and utility owners to help identify potential utility conflicts relevant to the preparation of the 50-percent design drawings. Prepare and distribute a notice of potential utility conflict letter and preliminary design drawings, and coordinate with utility owner to obtain pothole information.
- 3.3. <u>Coordinate with Utility Owners Regarding Conflicts:</u> Prepare and distribute a notice of utility conflict and 90-percent design plans to impacted utility owners. Coordinate and assist utility owner with addressing potential conflicts by either relocation, adjustments, or protection of existing utility. Notify utility owners of time requirements for utility relocation or adjustments.
- 3.4. <u>Notify Utility Owners of Construction:</u> Prepare and distribute a construction information letter to the involved utility owners.

RH2 Deliverables:

- Utility contact list and record of correspondence with utility owners.
- Project information letter(s) upon project initiation sent to each utility owner via the United States Postal Service (USPS) and email.
- Notice of potential utility conflict letter(s) sent via USPS to each affected utility owner, and letter(s) with project plans and detailed redlines of potential conflict locations sent via email to each affected utility owner.
- Notice of utility relocation letter(s) sent via USPS to each affected utility owner, and letter(s) with project plans and utility relocation requirements sent via email to each affected utility owner.

- Notice of utility relocation time requirements letter(s) sent via USPS to each affected utility owner, and letter(s) with final project plans and project construction schedule sent via email to each affected utility owner.
- Project construction information letter(s) upon awarding the construction project sent to each utility owner via USPS and email.

Task 4 – 50-percent Design

Objective: Prepare preliminary plans and a construction cost estimate for the proposed water main improvements.

Approach:

- 4.1. <u>Prepare 50-percent Design:</u> Prepare preliminary design plans to the 50-percent design level with horizontal and vertical alignment detail of the water main for City review. Connection points, PRS vault, and other significant details will be included. A preliminary opinion of probable construction cost will be developed for the preliminary design review submittal.
- 4.2. Attend 50-percent Review Meeting: Provide and present 50-percent design, including preliminary plan/profile sheets, connection details, engineer's construction cost estimate, and updated project schedule for the City's review and comment. Attend review meeting with City staff and prepare meeting agenda and minutes. It is assumed that the design review meeting will be combined with the South End, Warner Parrott, Lawton Road Waterline Replacement project design review meeting, and that the City will provide review comments as written summary or as redline markups to the plans.

RH2 Deliverables:

- Preliminary water main plan and profile sheets at 1 inch equals 20 feet horizontal scale and 1 inch equals 5 feet vertical scale in electronic format (PDF).
- Preliminary engineer's estimate of probable construction cost based on 50-percent design.
- Updated design schedule.

Task 5 – 90-percent Design

Objective: Develop 90-Percent plan sheets, technical specifications, bid documents, and Engineer's cost estimate for the proposed improvements.

Approach:

5.1. Prepare 90-percent Plans and Specifications: Incorporate the City's 50-percent review comments and prepare 90-percent design plans. The plans will include the final configurations for the PRS and connections to the City's system, trench, bedding materials, backfill, compaction, and surface restoration, along with other supporting details and requirements for construction, testing, and permitting. It is assumed that the construction contractor will be responsible for preparing the final traffic control and erosion control plans in accordance with City and project phasing requirements. The plans will include a traffic control overview plan describing general requirements and restrictions relevant to project bidding. Prepare contract documents to the 90-percent level, including both technical and non-technical construction contract requirements, general conditions, and special requirements. Non-technical front-end specifications will be prepared using the City's most recent standard forms. Technical specifications will be in Oregon Department of Transportation/American Public Works Association format. Work will include a

determination of the need for special pre-bid qualifications for contractors, which will be incorporated into final bidding documents, if warranted. Prepare 90-percent engineer's estimate of probable construction costs for the proposed improvements.

- 5.2. <u>Perform Quality Control Review:</u> Perform internal quality control and quality assurance (QA/QC) review of the plans and specifications.
- 5.3. Attend 90-percent Review Meeting: Provide and present 90-percent design, including plans, specifications, engineer's construction cost estimate, and updated project schedule for the City's review and comment. Attend review meeting with City staff and prepare meeting agenda and minutes. It is assumed that the design review meeting will be combined with the South End, Warner Parrott, Lawton Road Waterline Replacement project design review meeting, and that the City will provide review comments as written summary or as redline markups to the plans.

RH2 Deliverables:

- Electronic (PDF) versions of 90-percent plans and contract documents including front-end documents and technical specifications.
- Engineer's estimate of probable construction cost based on 90-percent design.
- Updated construction schedule.

Task 6 – Final Design

Objective: Develop final plan sheets, technical specifications, and bid documents for the proposed improvements.

Approach:

6.1. Prepare Final Plans and Specifications: Incorporate QA/QC and City's 90-percent review comments and prepare plans and specifications for bidding and construction. Provide one (1) set of final documents in hard copy, half size (11-inch by 17-inch) format for use in reproduction of bidding documents.

RH2 Deliverables:

- Electronic versions of the complete contract bidding documents including, final front-end documents, technical specifications, plans standard drawings, and cost estimate (PDF, Word, Excel, and AutoCAD).
- Provide one (1) reproducible set of bidding documents.

Task 7 – Services During Bidding

Objective: Provide engineering services during the bidding phase of the project for securing a qualified contractor to construct the project.

Assumptions:

• The City will be the main point of contact during bidding and will be responsible for advertising the project for bids, and will produce and distribute the bidding documents.

Approach:

- 7.1. Respond to Bidder Questions and Prepare Addendum: Respond to questions from bidders and clarify, revise, or change construction plans, technical specifications, or contract conditions during the bidding process. Prepare an addendum determined necessary during the bidding process to plan holders. It is assumed that up to one (1) addendum may be needed.
- 7.2. <u>Assist with Bid Opening and Bidder Evaluation:</u> Review specialty contractor prequalification applications as part of the bid review process. Review subcontractors, suppliers and others proposed by the prime contractor if required by the bidding documents. Develop bid tabulation and provide a letter of recommendation for award.

RH2 Deliverables:

- Addendum, as needed.
- Letter of recommendation for award.

Task 8 - Services During Construction

Objective: Provide construction contract administration services during project construction to support the City. As the engineer of record, RH2 will provide periodic observation of the construction to review whether those elements of construction that are observed by RH2 conform to the project plans and specifications.

Assumptions:

- RH2 will provide construction contract administration and observations, including periodic site visits to monitor progress, respond to questions and address issues, confirm pay requests, and other on-call requests from the City. An average of thirty (30) hours per week for eight (8) weeks and forty (40) hours per week for four (4) weeks has been assumed for field visits and observations.
- Submittal review is assumed to be twenty (20) submittals with 25-percent resubmittal, including the project schedule and schedule updates.
- The contractor will be responsible for providing construction survey and staking for field control and as-built surveying for use in preparing as-built drawings.
- The City will coordinate directly with the contractor for testing, system shut downs, and connections.
- Construction phase services defined in this task are variable in nature and depend in part on the contractor
 awarded the project. Our estimate is based upon an experienced and reasonable contractor being awarded the
 construction contract. RH2 recommends the City budget the amount shown in the estimate plus a contingency
 amount. The contingency would cover additional services if a more intensive level of observation and construction
 support is necessary.

Approach:

8.1. <u>Pre-construction Conference:</u> Prepare for and attend a pre-construction conference with the contractor, City, RH2, special inspector, and impacted or adjacent utilities. Prepare an agenda and meeting minutes for the pre-construction conference.

- 8.2. <u>Clarifications and Change Orders:</u> Review written requests for information (RFIs) and change order proposals and provide written responses to the City.
- 8.3. <u>Submittal Review:</u> Review contractor submittals, shop drawings and field testing per the project documents. Coordinate with the City regarding substitute and "or-equal" items proposed for use by the contractor.
- 8.4. Periodic Field Inspection, Construction Meetings, and Final Inspection: Provide part-time observation of the construction work in progress per the plans, specifications, and City Standards. It is assumed that part-time construction observation includes, on average, approximately thirty (30) hours per week for eight (8) weeks and forty (40) hours per week for four (4) weeks of construction. RH2 will coordinate with the contractor and City inspectors to provide construction observation at critical stages of construction and as requested by the City. The Contractor will retain and coordinate with testing firm(s) for all special inspections. Meet with the City and contractor weekly to review contractor's progress. Assist the City with project closeout services, including production of punchlist and review of punchlist completion. Prepare recommendation for project acceptance.
- 8.5. <u>Prepare Record Drawings:</u> Provide record drawings representative of the as-constructed project. Record drawings will be completed based upon contractor and inspector red-lined markups to as-bid drawings. Record drawings will be completed per City standards.

RH2 Deliverables:

- Pre-construction conference administration and documentation, including pre-construction conference meeting agenda and minutes.
- Submittal and shop drawings review and documentation.
- Clarifications and change orders review and documentation, if required.
- Weekly construction meeting agenda and minutes.
- Construction observation and correspondence with the City and contractor, as needed, within
 the budgeted hours authorized. Construction observation reports from site visits to be provided
 to the City at progress meetings.
- Review and recommendation of contractor requests for payment.
- Punchlist following final inspection.
- Letter recommending substantial completion and project acceptance.
- Record drawings in PDF and AutoCAD® DWG format, including external references, prepare
 in accordance with City standards.

EXHIBIT B1

City of Oregon City
15th Street Waterline Replacement
Project No. CI 15-011

Estimate of Time and Expense

	Description	Total Hours	1	otal Labor	Total Subconsultant	Total Expense	Total Cost
	Classification						
Task 1	Project Management						
1.1	Project Administration and Reporting	24	\$	4,156	\$ -	\$ 105	\$ 4,26
1.2	Prepare and Maintain Project Schedule	12	\$		\$ -	\$ 59	\$ 2,33
1.3	Attend Project Kickoff Meeting	7	\$,	\$ -	\$ 49	\$ 1,26
	Subtotal	43	\$	7,653	\$ -	\$ 213	\$ 7,86
ask 2	Survey and Geotechnical Investigations						
2.1	Survey Coordination and Preparation of Base Maps	10	\$	1,651	\$ 22,971	\$ 163	\$ 24,78
2.2	Pre- and Post-construction Monument Survey	2	\$	267	\$ 6,268	\$ 7	\$ 6,54
2.3	Engineering Geology and Environmental/Hazards Investigation	36	\$	7,150	\$ 4,600	\$ 442	\$ 12,19
	Subtotal	48	\$	9,068	\$ 33,839	\$ 611	\$ 43,51
ask 3	Utility Coordination						
3.1	Coordination with Utility Owners and Distribute Project Information Letter	6	\$	801	\$ -	\$ 40	\$ 84
3.2	Identify Potential Utility Conflicts and Coordination Utility Potholing	14	\$	2,227	\$ -	\$ 76	\$ 2,30
3.3	Coordinate with Utility Owners Regarding Conflict	8	\$	1,247	\$ -	\$ 51	\$ 1,29
3.4	Notify Utility Owners of Construction	4	\$	494	\$ -	\$ 32	\$ 52
	Subtotal	32	\$	4,769	\$ -	\$ 199	\$ 4,96
ask 4	50-percent Design						
4.1	Prepare 50-percent Design	124	\$	20,696	\$ -	\$ 2,114	\$ 22,81
4.2	Attend 50-percent Review Meeting	7	\$	1,217	\$ -	\$ 44	\$ 1,26
	Subtotal	131	\$	21,913	\$ -	\$ 2,158	\$ 24,07
ask 5	90-percent Design						
5.1	Prepare 90-percent Plans and Specifications	208	\$	32,480	\$ -	\$ 3,577	\$ 36,05
5.2	Perform Quality Control Review	18	\$	3,612	\$ -	\$ 180	\$ 3,79
5.3	Attend 90-percent Review Meeting	7	\$	1,097	\$ -	\$ 41	\$ 1,13
	Subtotal	233	\$	37,189	\$ -	\$ 3,798	\$ 40,98
ask 6	Final Design						
6.1	Prepare Final Plans and Specifications	45	\$	7,182	\$ -	\$ 737	\$ 7,91
	Subtotal	45	\$	7,182	\$ -	\$ 737	\$ 7,91
ask 7	Services During Bidding						
7.1	Respond to Bidder Questions and Prepare Addendum	28	\$	3,878	\$ -	\$ 124	\$ 4,00
7.2	Assist with Bid Opening and Bidder Evaluation	24	\$	3,176	\$ -	\$ 79	\$ 3,25
	Subtotal	52	\$	7,054	\$ -	\$ 204	\$ 7,25
	Subtotal 15th Street Waterline Replacement Tasks	584	\$	94,828	\$ 33,839	\$ 7,919	\$ 136,58
ask 8	Services During Construction						
8.1	Attend Pre-construction Conference	10	\$	1,514	\$ -	\$ 52	\$ 1,56
8.2	Clarifications and Change Orders	40	\$	5,940		\$ 231	\$ 6,17
8.3	Submittal Review	56	\$	8,208	•	\$ 288	\$ 8,49
8.4	Periodic Field Inspection, Construction Meetings, and Final Inspection	440	\$	66,768		\$ 2,304	
8.5	Prepare Record Drawings	26	\$	3,980		\$ 630	\$ 4,63
	Subtotal	572	\$	86,410	\$ -	\$ 3,504	\$ 89,9
	Subtotal Services During Construction Tasks	572	\$	86,410	\$ -	\$ 3,504	\$ 89,91
	PROJECT TOTAL	1156	\$	181,238	\$ 33,839	\$ 11,422	\$ 226,49

EXHIBIT C RH2 ENGINEERING, INC. SCHEDULE OF RATES AND CHARGES

2016 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$214.00	Technician	IV	\$138.00
Professional	VIII	\$214.00	Technician	III	\$130.00
Professional	VII	\$206.00	Technician	П	\$97.00
			Technician	I	\$92.00
Professional	VI	\$190.00			
Professional	V	\$181.00	Administrative	V	\$129.00
Professional	ĪV	\$171.00	Administrative	IV	\$108.00
	188 88 88 88 88 88 88 88		Administrative	III	\$93.00
Professional	III	\$161.00	Administrative	II	\$77.00
Professional	II	\$150.00	Administrative	I	\$65.00
Professional	I	\$138.00			

IN-HOUSE SERVICES

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge	2.5%	of Direct Labor
			Mileage	C	urrent IRS Rate

OUTSIDE SERVICES

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.

Exhibit A2 Scope of Work City of Oregon City

South End Road, Warner Parrott Road, and Lawton Road Waterline Replacement Projects Project No. CI 15-012

December 2015

Background

The City of Oregon City (City) 2012 Water Master Plan identifies the need to replace approximately 3,450 linear feet of water main along South End Road between Amanda Court and Gentry Way, and along Warner Parrott Road and Lawton Road between Josephine Street and King Road. This project is identified as Capital Improvement Project (CIP) No. 12. The project generally consists of the construction of approximately 3,450 linear feet of 8-inch ductile iron water main, approximately 49 new 1-inch services, and approximately 6 new fire hydrant assemblies. Along the alignment, there are 11 cross street tie-ins, which will require the connections to occur beyond the mainline road right-of-way (ROW).

The City has that requested RH2 Engineering, Inc., (RH2) provide engineering services for the design, services during bidding, and services during construction for the South End Road, Warner Parrott Road and Lawton Road Waterline Replacement projects. This Scope of Work has been prepared based on a draft scope of work provided by the City and subsequent scoping meeting involving RH2 and City staff.

Project Understanding and Assumptions

The following outlines RH2's understanding of the City's responsibilities, and the overall project goals and requirements. Assumptions used in preparing this Scope of Work are also identified, as appropriate.

The City will be responsible for the following:

- Provide a project manager who is responsible for overall project management and will provide coordination between the consultant and the City.
- Establish the work scope and design parameters for each project, including related standards.
- Provide RH2 copies of all available, relevant City utility as-built plans, topographical maps, reports and studies pertinent to the project.
- Provide RH2 with GIS technical support including a base map based upon coordinate geometry with aerial photography and topographic contours.
- Provide RH2 with the City's standard drafting frame, title block, and a Drafting Standards Manual.
- Provide RH2 with digital copies of the City's standard construction specifications, details and front-end bidding document sections.
- Provide timely review and comment on all reports, drawings, and specifications submitted by RH2 to City for review and approval.

- Submit applications to the state and/or Clackamas County (County) for any required permits (no permits currently anticipated). (Note: RH2 may be requested to contribute project information for such applications as described in this Scope of Work).
- Maintain records and process consultant invoices.
- Provide legal review of all contracts, bid forms, and real property.
- Provide notifications as necessary to the public and business community regarding the nature and timing of the work to be completed.
- Advertise and manage the bidding process for construction. (RH2 will reply to design/bid questions from potential bidders as described in this Scope of Work).

In preparing this Scope of Work, the following assumptions were made:

- It is anticipated at the South End Road, Warner Parrott Road, and Lawton Road Waterline Replacement projects will be completed in conjunction with the 15th Street Waterline Replacement project.
- The City anticipates that it has sufficient funds to complete the design and construction for the 15th Street Waterline Replacement project, but may not have sufficient funds to complete construction of the South End Road, Warner Parrott Road and Lawton Road Waterline Replacement projects. As such, Tasks 6 through 8 (Final Design through Services During Construction) have been identified as Contingency Tasks. The City will decide prior to the conclusion of the 90-percent design phase whether the project will move forward or be put on hold until next year's budget cycle.
- The proposed improvements generally include the design of approximately 3,450 lineal feet of 8-inch water main within South End Road between Amanda Court and Gentry Way, and along Warner Parrott Road and Lawton Road between Josephine Street and King Road. It is anticipated that all improvements will be constructed within the developed ROW.
- Trench restoration will consist of a T-Patch, and full width resurfacing will not be required.
- The City will coordinate and submit for construction permits.
- RH2 will rely on the accuracy and completeness of any data, information, or materials provided by the City or others in relation to the work.

Task 1 - Project Management

Objective: Provide coordination of the project team, including regular communication with City staff, periodic progress reporting, monthly billing and updates on project scope, schedule, and budget.

Approach:

- 1.1. Project Administration and Reporting: Provide project management services during design, bidding, and construction services phases, including RH2 staff scheduling, recordkeeping and filing, and project invoicing. Provide monthly billing invoices, including a detailed breakdown of staff hours billed by task and subtask. Include a summary of expenditures, percentage complete by task, and budget remaining per task. Coordinate with the City's project manager regularly to discuss project and task status.
- 1.2. <u>Prepare and Maintain Project Schedule:</u> Prepare and maintain the overall project schedule, including adding staff, subconsultants, and other resources as needed. *It is assumed that the project*

- schedule will be developed at project initiation and will be reviewed and revised at the 50-percent and 90-percent design milestones in conjunction with City reviews.
- 1.3. Attend Project Kickoff Meeting: Prepare for and attend a project kickoff meeting. This will be a meeting with City staff and will focus on initial design and waterline layout to get to the 50-percent design level. Contribute to the preparation of meeting agendas and minutes. It is assumed that the project kickoff meeting will be combined with the 15th Street Waterline Replacement project kickoff meeting.

RH2 Deliverables:

- Monthly invoices.
- Project schedule at project kickoff, 50-percent, and 90-percent milestones.
- Meeting agendas and minutes.

Task 2 – Survey and Geotechnical Investigation

Objective: Obtain and review background information relevant to the design. Work with professional land surveyor to obtain topographic survey of the project area, as well as pre- and post-construction survey of existing monuments.

Assumptions:

• The City will provide surveyor existing as-builts for subsurface utilities.

Approach:

- 2.1. <u>Survey Coordination and Preparation of Base Maps:</u> Contract and coordinate with professional land surveyor, AKS Engineering and Forestry, Inc., (AKS) to perform topographical survey of surface features, monumentation, marked utilities, property line, and ROW lines of the proposed alignment. Coordinate with AKS as necessary and to respond to questions. Review survey data and format for design use. Perform site visit to compare survey information with field conditions. Update plans as necessary based on site visit. *It is assumed that utility locates will be requested by the surveyor and provided via the One-Call network*.
- 2.2. <u>Pre- and Post-Construction Monument Survey:</u> Contract and coordinate with AKS to perform pre- and post-construction monument survey and submit Record of Survey to the County Surveyor's Office.
- 2.3. Engineering Geology and Environmental/Hazards Investigation: Perform a review of existing geologic and environmental data available (currently online and from previous reports) and determine specific areas needing field exploration by such means as test pits or borings. Perform field reconnaissance of proposed alignment to observe visible indicators of geologic/environmental issues or concerns and specifically address issues related to soil corrosion potential. Contract and coordinate with geotechnical drilling contractor to conduct shallow boring explorations along alignment. Observe field exploration as necessary. Contract with soil testing laboratory for soil properties analysis. Prepare a brief technical memorandum summarizing field observations and laboratory analyses and coordinate with design team and City to incorporate findings/recommendations into design.

RH2 Deliverables:

- Topographical survey and base maps for project area.
- Results of pre- and post-construction monument survey and verification of submission to County Surveyor's Office.
- Geotechnical Memorandum

Task 3 – Utility Coordination

Objective: Perform utility coordination work related to the following franchise and private utilities: power, communications, gas, cable television, and other private utilities that may be present within the project limits. Confirm utility owners within the project limits, and assist utility owners with identifying and addressing potential utility conflicts.

Assumptions:

- It is anticipated that the majority of potential utility conflicts can be avoided with reasonable and timely cooperation from the impacted utility owners. Affected utilities will be responsible for potholing their facilities as requested to assist in developing designs that avoid their facilities to the extent practical, and will be responsible for developing their relocation designs in order to accommodate the project.
- City utilities include water, sanitary sewer, and storm sewer facilities. It is assumed the City will locate its utilities by potholing or other means as deemed necessary to resolve conflicts in the construction of the project.

Approach:

- 3.1. Coordinate with Utility Owners and Distribute Project Information Letter: Identify utility contacts, and prepare and distribute a project information letter to the involved utility companies to explain the nature of the work and anticipated project schedule. Maintain record of correspondence with utility companies.
- 3.2. <u>Identify Potential Utility Conflicts and Coordinate Utility Potholing:</u> Coordinate with City and utility owners to help identify potential utility conflicts relevant to the preparation of the 50-percent design drawings. Prepare and distribute a notice of potential utility conflict letter and preliminary design drawings, and coordinate with utility owner to obtain pothole information.
- 3.3. <u>Coordinate with Utility Owners Regarding Conflict:</u> Prepare and distribute a notice of utility conflict and 90-percent design plans to impacted utility owners. Coordinate and assist utility owner with addressing potential conflicts by either relocation, adjustments, or protection of existing utility. Notify utility owners of time requirements for utility relocation or adjustments.
- 3.4. <u>Notify Utility Owners of Construction:</u> Prepare and distribute a construction information letter the involved utility owners.

RH2 Deliverables:

- Utility contact list and record of correspondence with utility owners.
- Project information letter(s) upon project initiation sent to each utility owner via the United States Postal Service (USPS) and email.

- Notice of potential utility conflict letter(s) sent via USPS to each affected utility owner, and letter(s) with project plans and detailed redlines of potential conflict locations sent via email to each affected utility owner.
- Notice of utility Conflict letter(s) sent via USPS to each affected utility owner, and letter(s) with project plans and utility relocation requirements sent via email to each affected utility owner.
- Notice of utility relocation time requirements letter(s) sent via USPS to each affected utility owner, and letter(s) with final project plans and project construction schedule sent via email to each affected utility owner.
- Project construction information letter(s) upon awarding the construction project sent to each utility owner via USPS and email.

Task 4 – 50-percent Design

Objective: Prepare preliminary plans and a construction cost estimate for the proposed water main improvements.

Approach:

- 4.1. <u>Prepare 50-percent Design:</u> Prepare preliminary design plans to the 50-percent design level with horizontal and vertical alignment detail of the water main for City review. Connection points and other significant details will be included. A preliminary opinion of probable construction cost will be developed for the preliminary design review submittal.
- 4.2. Attend 50-percent Review Meeting: Provide and present 50-percent design, including preliminary plan/profile sheets, connection details, engineer's construction cost estimate, and updated project schedule for the City's review and comment. Attend review meeting with City staff and prepare meeting agenda and minutes. It is assumed that the design review meeting will be combined with the 15th Street Waterline Replacement project design review meeting, and that the City will provide review comments as written summary or as redline markups to the plans.

RH2 Deliverables:

- Preliminary water main plan and profile sheets at 1 inch equals 20 feet horizontal scale and 1 inch equals 5 feet vertical scale in electronic format (PDF).
- Preliminary engineer's estimate of probable construction cost based on 50-percent design.
- Updated design schedule.

Task 5 – 90-percent Design

Objective: Develop 90-percent plan sheets, technical specifications, bid documents, and Engineer's cost estimate for the proposed improvements.

Approach:

5.1. Prepare 90-percent Plans and Specifications: Incorporate the City's 50-percent review comments and prepare 90-percent design plans. The plans will include the final configurations for the connections to the City's system, trench, bedding materials, backfill, compaction, and surface restoration, along with other supporting details and requirements for construction, testing, and permitting. It is assumed that the construction contractor will be responsible for preparing the final traffic control and erosion control plans in accordance with City and project phasing requirements. The plans will include a traffic control overview plan

describing general requirements and restrictions relevant to project bidding. Prepare contract documents to the 90-percent level, including both technical and non-technical construction contract requirements, general conditions, and special requirements. Non-technical front-end specifications will be prepared using the City's most recent standard forms. Technical specifications will be in Oregon Department of Transportation/American Public Works Association format. Work will include a determination of the need for special pre-bid qualifications for contractors, which will be incorporated into final bidding documents if warranted. Prepare 90-percent engineer's estimate of probable construction costs for the proposed improvements.

- 5.2. <u>Perform Quality Control Review:</u> Perform internal quality control and quality assurance (QA/QC) review of the plans and specifications.
- 5.3. Attend 90-Percent Review Meeting: Provide and present 90-percent design, including plans, specifications, engineer's construction cost estimate, and updated project schedule for the City's review and comment. Attend review meeting with City staff and prepare meeting agenda and minutes. It is assumed that the design review meeting will be combined with the 15th Street Waterline Replacement project design review meeting, and that the City will provide review comments as written summary or as redline markups to the plans.

RH2 Deliverables:

- Electronic versions of 90-percent plans and contract documents, including front-end documents and technical specifications.
- Engineer's estimate of probable construction cost based on 90-percent design.
- Updated construction schedule.

Task 6 – Final Design (Contingency Task)

Objective: Develop final plan sheets, technical specifications, and bid documents for the proposed improvements.

Approach:

6.1. Prepare Final Plans and Specifications: Incorporate QA/QC and City's 90-percent review comments and prepare plans and specifications for bidding and construction. Provide one (1) set of final documents in hard copy, half size (11-inch by 17-inch) format for use in reproduction of bidding documents.

RH2 Deliverables:

- Electronic versions of the complete contract bidding documents, including final front-end documents, technical specifications, plans, standard drawings, and cost estimate (PDF, Word, Excel, and AutoCAD).
- Provide one (1) reproducible set of bidding documents.

Task 7 – Services During Bidding (Contingency Task)

Objective: Provide engineering services during the bidding phase of the project for securing a qualified contractor to construct the project.

Assumptions:

• The City will be the main point of contact during bidding and will be responsible for advertising the project for bids, and will produce and distribute the bidding documents.

Approach:

- 7.1. <u>Bidder Questions and Addendum:</u> Respond to questions from bidders and clarify, revise, or change construction plans, technical specifications, or contract conditions during the bidding process. Prepare an addendum determined necessary during the bidding process to plan holders. *It is assumed that up to one (1) addendum may be needed.*
- 7.2. <u>Assist with Bid Opening and Bidder Evaluation:</u> Review specialty contractor prequalification applications as part of the bid review process. Review subcontractors, suppliers and others proposed by the prime contractor if required by the bidding documents. Develop bid tabulation and provide a letter of recommendation for award.

RH2 Deliverables:

- Addendum, as needed.
- Letter of recommendation for award.

Task 8 – Services During Construction (Contingency Task)

Objective: Provide construction contract administration services during project construction to support the City. As the engineer of record, RH2 will provide periodic observation of the construction to review whether those elements of construction that are observed by RH2 conform to the project plans and specifications.

Assumptions:

- RH2 will provide construction contract administration and observations, including periodic site visits to monitor progress, respond to questions and address issues, confirm pay requests, and other on-call requests from the City. An average of twelve (12) hours per week for twelve (12) weeks has been assumed for field visits and observations. This task assumes that construction of this project will be completed in conjunction with the 15th Street Waterline Replacement project.
- Submittal review is assumed to be twenty (20) submittals with 25-percent resubmittal, including the project schedule and schedule updates.
- The contractor will be responsible for providing construction survey and staking for field control and as-built surveying for use in preparing as-built drawings.
- The City will coordinate directly with the contractor for testing, system shut downs, and connections.
- Construction phase services defined in this task are variable in nature and depend in part on the contractor awarded the project. Our estimate is based upon an experienced and reasonable contractor being awarded the construction contract. RH2 recommends the City budget the amount shown in the estimate plus a contingency amount. The contingency would cover additional services if a more intensive level of observation and construction support is necessary.

Approach:

8.1. <u>Pre-construction Conference:</u> Prepare for and attend a pre-construction conference with the contractor, City, RH2, special inspector, and impacted or adjacent utilities. Prepare an agenda and meeting minutes for the pre-construction conference.

- 8.2. <u>Clarifications and Change Orders:</u> Review written requests for information (RFIs) and change order proposals and provide written responses to the City.
- 8.3. <u>Submittal Review:</u> Review contractor submittals, shop drawings and field testing per the project documents. Coordinate with the City regarding substitute and "or-equal" items proposed for use by the contractor.
- 8.4. Periodic Field Inspection, Construction Meetings, and Final Inspection: Provide part-time observation of the construction work in progress. It is assumed that part-time construction observation includes, on average, approximately twelve (12) hours per week for twelve (12) weeks of construction observation. RH2 will coordinate with the contractor and City inspectors to provide construction observation at critical stages of construction and as requested by the City. The Contractor will retain and coordinate with testing firm(s) for all special inspections. Meet with the City and contractor weekly to review contractor's progress. Assist the City with project closeout services, including production of punchlist and review of punchlist completion. Prepare recommendation for project acceptance.
- 8.5. <u>Prepare Record Drawings:</u> Provide record drawings representative of the as-constructed project. Record drawings will be completed based upon contractor and inspector red-lined markups to as-bid drawings. Record drawings will be completed per City standards.

RH2 Deliverables:

- Pre-construction conference administration and documentation, including pre-construction conference meeting agenda and minutes.
- Submittal and shop drawings review and documentation.
- Clarifications and change orders review and documentation, if required.
- Weekly construction meeting agenda and minutes.
- Construction observation and correspondence with the City and contractor, as needed, within
 the budgeted hours authorized. Construction observation reports from site visits to be provided
 to the City at progress meetings.
- Review and recommendation of contractor requests for payment.
- Punchlist following final inspection.
- Letter recommending substantial completion and project acceptance.
- Record drawings in PDF and AutoCAD® DWG format, including external references, prepared in accordance with City standards.

EXHIBIT B2

City of Oregon City
South End Road, Warner Parrott Road, and Lawton Roads Waterline Replacement Project
Project No. CI 15-012
Estimate of Time and Expense

Estimate	e of Time and Expense					
	Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
	Classification					
Task 1	Project Management					
1.1	Project Administration Services and Reporting	16	\$ 2,844	\$ -	\$ 72	
1.2	Prepare and Maintain Project Schedule	9	\$ 1,710	\$ -	\$ 45	\$ 1,755
1.3	Attend Project Kickoff Meeting	5	\$ 889	\$ -	\$ 40	\$ 929
	Subtotal	30	\$ 5,443	\$ -	\$ 156	\$ 5,599
Task 2	Survey and Geotechnical Investigations					
2.1	Survey Coordination and Preparation of Base Maps	10	\$ 1,703	\$ 17,796	\$ 163	\$ 19,662
2.2	Pre- and Post-construction Monument Survey	2	\$ 319		\$ 8	\$ 5,444
2.3	Engineering Geology and Environmental/Hazards Investigation	28	\$ 5,606		\$ 400	\$ 9,456
	Subtotal	40	\$ 7,628	\$ 26,364	\$ 571	\$ 34,562
Task 3	Utility Coordination					
3.1	Coordination with Utility Owners and Distribute Project Information Letter	6	\$ 957	\$ -	\$ 44	\$ 1,001
3.2	Identify Potential Utility Conflicts and Coordination Utility Potholing	10	\$ 1,599	\$ -	\$ 60	\$ 1,659
3.3	Coordinate with Utility Owners Regarding Conflict	6	\$ 959	\$ -	\$ 44	\$ 1,003
3.4	Notify Utility Owners of Construction	4	\$ 598	\$ -	\$ 35	\$ 633
	Subtotal	26	\$ 4,113	\$ -	\$ 183	\$ 4,296
Task 4	50-Percent Design					
4.1	Prepare 50-Percent Design	78	\$ 12,820	\$ -	\$ 1,386	\$ 14,206
4.2	Attend 50-Percent Review Meeting	5	\$ 889	\$ -	\$ 35	\$ 924
	Subtotal	83	\$ 13,709	\$ -	\$ 1,421	\$ 15,130
Task 5	90-percent Design					
5.1	Prepare 90-Percent Plans and Specifications	135	\$ 21,994	\$ -	\$ 2,207	\$ 24,201
5.2	Perform Quality Control Review	16	\$ 3,232	\$ -	\$ 153	\$ 3,385
5.3	Attend 90-Percent Review Meeting	5	\$ 809	\$ -	\$ 33	
	Subtotal	156	\$ 26,035	\$ -	\$ 2,393	\$ 28,428
	Subtotal South End Road, Warner Parrott Road, and Lawton Roads Waterline Replacement Project Tasks	335	\$ 56,928	\$ 26,364	\$ 4,724	\$ 88,016
	PROJECT TOTAL	335	\$ 56,928	\$ 26,364	\$ 4,724	\$ 88,016

EXHIBIT C RH2 ENGINEERING, INC. SCHEDULE OF RATES AND CHARGES

2016 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$214.00	Technician	IV	\$138.00
Professional	VIII	\$214.00	Technician	III	\$130.00
Professional	VII	\$206.00	Technician	П	\$97.00
			Technician	I	\$92.00
Professional	VI	\$190.00			
Professional	V	\$181.00	Administrative	V	\$129.00
Professional	ĪV	\$171.00	Administrative	IV	\$108.00
	188 88 88 88 88 88 88 88		Administrative	III	\$93.00
Professional	III	\$161.00	Administrative	II	\$77.00
Professional	II	\$150.00	Administrative	I	\$65.00
Professional	I	\$138.00			

IN-HOUSE SERVICES

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge	2.5%	of Direct Labor
			Mileage	C	urrent IRS Rate

OUTSIDE SERVICES

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

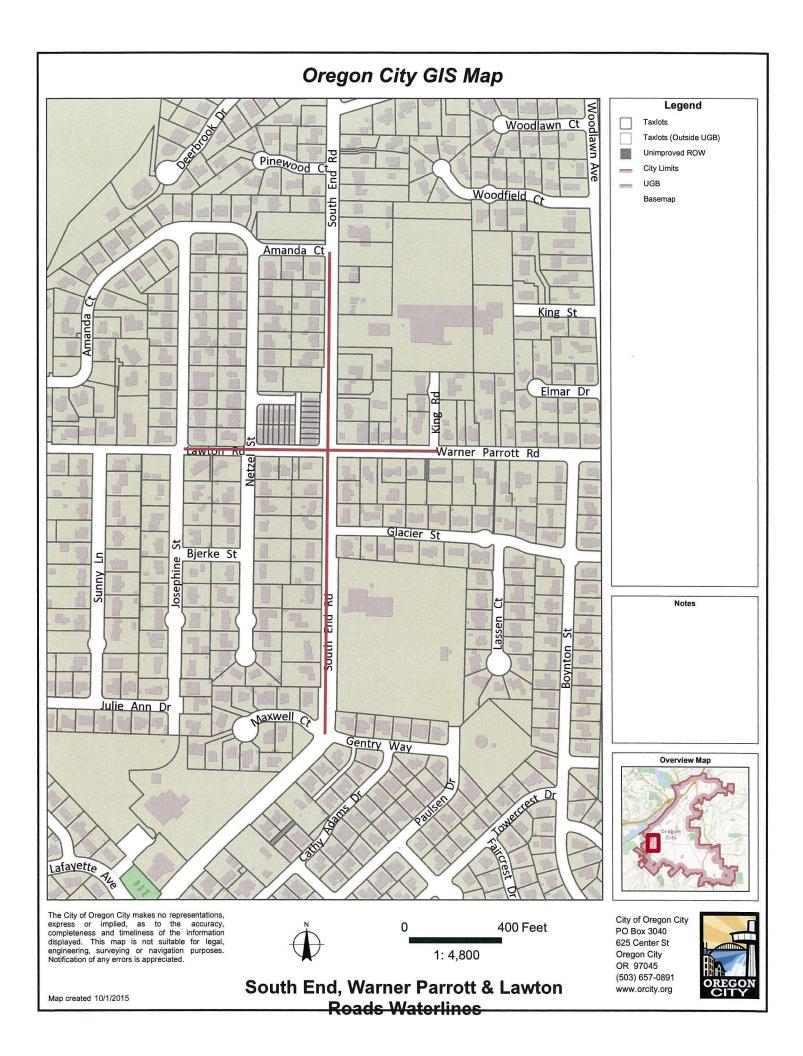
All Subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.

-	T <u>D</u> Dregon City nd Road, Warner Parrott Road, and Lawton Roads Waterline Replacement Project					
	No. CI 15-012					
-	e of Time and Expense (Contingency Tasks)					
	Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
	Classification					
Task 6	Final Design (Contingency Task)					
6.1	Prepare Final Plans and Specifications	30	\$ 4,938		\$ 498	
	Subtotal	30	\$ 4,938	\$ -	\$ 498	\$ 5,436
			1	r	1	7
Task 7	Services During Bidding (Contingency Task)					
7.1	Respond to Bidder Questions and Prepare Addendum	24	\$ 3,592		\$ 90	
7.2	Assist with Bid Opening and Bidder Evaluation	24	\$ 3,592		\$ 90	
	Subtotal	48	\$ 7,184	\$ -	\$ 180	\$ 7,364
Task 8	Services During Construction (Contingency Task)				ı	1
8.1	Services During Constitution (Contingency 135K) Attend Pre-construction Conference	10	\$ 1,618	ė .	\$ 53	\$ 1,671
8.2	Clarifications and Change Orders	34	\$ 5,332	ė	\$ 133	
8.3	Calmitations and change Orders Submittal Review	50	\$ 7,808	ý -	\$ 195	
8.4	Periodic Field Inspection, Construction Meetings, and Final Inspection	180	\$ 27,708	\$ -	\$ 1,211	\$ 28,919
8.5	Prepare Record Drawings	26	\$ 3.980	\$ -	\$ 612	
5.5	Subtotal		\$ 46,446	\$ -	\$ 2,205	, , , , , , , , , , , , , , , , , , , ,
			,,			
	PROJECT TOTAL	378	\$ 58,568	\$ -	\$ 2,883	\$ 61,451

Oregon City GIS Map Legend Taxlots Dunes Dr Taxlots (Outside UGB) Unimproved ROW Clackamette City Limits Blvd Basemap McLoughlin Abernethy_Rd New PRV Davis Rd Notes Gilman_Dr. Juneberry Morton Rd Overview Map S Willamette St Quarr 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. City of Oregon City 800 Feet PO Box 3040 625 Center St 1: 9,599 Oregon City OR 97045 (503) 657-0891 15th Street Waterline www.orcity.org Map created 10/1/2015





City of Oregon City

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

Staff Report

File Number: 15-705

Agenda Date: 1/6/2016 Status: Consent Agenda

To: City Commission Agenda #: 8c.

From: Public Works Director John Lewis File Type: Contract

SUBJECT:

Fleet Purchase Authorization - LeeBoy Asphalt Paver

RECOMMENDED ACTION (Motion):

Staff recommends that the City Commission authorize the purchase of a LeeBoy 8500C Asphalt Paver. The price of the equipment is \$137,210.00 and was a previously authorized expenditure within the FY16/17 Biannual budget.

BACKGROUND:

Oregon City fleet purchases are managed through our Fleet Replacement Fund. Every year, each Public Works Division budgets a predetermined amount for deposit into the Fleet Replacement Account to assure adequate funding is available when new or replacement vehicles are scheduled for purchase. The previous generation of this asset was purchased in 2002 to support the City's Street Division and, as can be seen in the price quote, will be traded in towards the value of the new equipment. In addition, since original acquisition of the previous paver, the department has budgeted annual contributions into the Fleet Replacement Fund to acquire a replacement at the end of its service life. There is sufficient funding within the fleet replacement fund to allow the Public Works Department Operations Group to fund and support the replacement asset.

For this purchase staff is utilizing the National Joint Powers Alliance (NJPA), an inter-governmental joint purchasing program, administered by the State of Minnesota. The purchasing program complies with all state procurement requirements set forth under ORS §279A.220 and the City of Oregon City is a registered signatory to the NJPA agreement.

BUDGET IMPACT:

Amount: \$137,210.00 FY(s): FY 2016-17

Funding Source: Street Division Fleet Replacement Fund (559-132-921)



City of Oregon City

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

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Funding Source: Street Division Fleet Replacement Fund (559-132-921)



8500 Series Asphalt Pavers

8500C Asphalt Paver



8500C High Deck or Low Deck Conveyor Paver

Performance features include:

- 74 hp (55.2 kw) Kubota Tier 4i Turbocharged Diesel Engine
- 8' to 15' (2.44 to 4.57 m) Heated and Vibrating Legend Screed System
- Steel Track Drive with Automatic Adjustment
- · Choice of High Deck or Low Deck Configuration
- 9" (22.86 cm) Steel Alloy Cast Augers
- Sonic Auger Controls (optional)

- Under Auger Cut-off Gates
- Operating Light Package with Beacon (optional)
- · LeeBoy Hydrostatic Propulsion Controls
- Two-speed Hydrostatic Drive
- Electronic Gauge Package with Vandal Protection
- Electronic Throttle with Variable Speed Control

Best in Class



Legendary Screed Performance

LeeBoy Legend Screed Systems

Legend screeds provide a smooth, seamless mat helping meet tough job requirements.

- Legend Propane Screed Standard on the 8500 paver, complete with two (2) propane burners on the main screed and one (1) burner on each extension
- **Legend Electric Screed** Optional screed provides economical, environmentally-friendly heat, two (2) elements on the main screed and single elements on each hydraulic extension.

Each screed provides long-wearing 3/8" (0.95 cm) AR 450 Hardox screed plates with bull-nose leading edge. Bolt on for simple, easy replacements as required.



Legendary Feed System Design



Wide Conveyors

8500C pavers are equipped with two (2) 36" (0.91 m) wide automatic conveyors with a wide hopper design. The LeeBoy feed system delivers asphalt more evenly and efficiently to produce a smooth asphalt mat.



Hydraulically-raised Hopper Bed

The conveyor bed can be lifted **hydraulically** allowing the paver undercarriage and tracks to be easily cleaned and serviced.

Propulsion System

Two-speed motors power tough planetary drives for smooth operation. Internal SAHR (Spring Applied Hydraulic Release) parking brakes are maintenance free.

Premium Powertrain



Turbocharged Diesel Engine

Provides optimal power, is fuel efficient, and meets current EPA requirements. The fully enclosed engine cover/housing provides easy access. Resulting sound levels allow quiet operation in residential areas.

Operator Station / Controls





High Deck / Low Deck Configuration

Choose a High Deck or Low Deck configuration to suit your specific operational requirements.

Propulsion Controls

Standard LeeBoy hydrostatic controls provide forward and reverse direction with steering from either side of the paver.



Features and Options

Paving to 15' (4.57 m)



Infinitely Variable Widths

Cut-off gates enable varying paving widths as narrow as 1' (30.48 cm) and as wide as 15' (4.57 m), depending on screed option.

Sonic Auger Controls (optional)

Non-contact, sonic auger controls provide automatic feeding of asphalt to the screed and extensions. The proper head of material is maintained.

Electronic Control Options

Automatic Grade Controls (optional)

LeeBoy 8500C Series Pavers may be equipped with optional automatic grade controls:

- Dual Grade Controls
- Dual Grade and Slope Controls
- Pre-wired for Grade Controls (TopCon)

The **Dual Grade Controls** automatically maintain a set depth on both ends of the screed.

The **Dual Grade and Slope Controls** maintain a set depth on one end of the screed and a set slope to the other end of the screed.



Configuration Checklist	<u>8500C</u>
74 hp (55.2 kw) Kubota Tier 4i Turbocharged Diesel Engine	
8' to 15' (2.44 to 4.57 m) Legend Propane Screed	j
Electronic Gauge Package	Ž
Two-speed Hydrostatic Drive	Ž
Steel Track System	· •
Under Auger Cut-off Gates	· •
Vandalism Package	~
Manual Tow-point Control	✓
Electric Tow-point Control	optional
8' to 15' (2.44 to 4.57 m) Legend Electric Screed	optional
Poly Pad Track System	optional
Sonic Auger Controls	optional
Operating Light Package with Beacon	optional
Dual Electronic Grade Controls	optional
Dual Grade and Slope Controls	optional
Truck Hitch	optional
Citrus Tank	optional
Hose Reel	optional

Specifications

	8500C Asphalt Paver
PAVING WIDTH	
Basic 15-foot	8'-15' (2.44-4.57 m)
HOPPER	
Capacity Conveyors Feed Augers	7 tons (6.35 tons) (2) 36" (0.91 m) Slat Conveyors 9" (22.86 cm) diameter
SCREED	
Type Main - Heat Extensions - Heat Vibration	Legend Screed System (2) 54,000 BTU Burners (2) 36,000 BTU Burners (2) Vibrators, 2,400 vpm each
SPEEDS	
Paving Travel	0-140 fpm (42.7 mpm) 0-240 fpm (73.2 mpm)
ENGINE	
Make/Type Performance	Kubota Water-cooled, Naturally Aspirated Tier 4 Interim, 74 hp (55.2 kw) @ 2,600 rpm
DIMENSIONS	
Weight Length Width (transport) Height	15,800 lbs (7,167 kg) 12'4" (3.76 m) 8'6" (2.59 m) 6'6" (1.98 m)
CAPACITIES	
Fuel Hydraulic	20 gallons (76 l) 40 gallons (151 l)



8500C Features...

- LeeBoy Legend Screed incorporates a proven design
- High Deck or Low Deck configuration available
- Citrus spraydown tank for environmental friendliness
- Truck hitch as an option

LeeBoy makes continuous improvements to all its products and reserves the right to change specifications without notice. Photos and illustrations may contain standard and optional equipment.

8500C Paver, YX



www.**LeeBoy**.com

Other Members of the LeeBoy Family of Products...







8816B Asphalt Paver



250 Asphalt Distributor

"LeeBoy is dedicated to providing top quality parts and service support on every unit sold."







Quoted For:	City of Oregon City	
Dealer:	Pape Machinery	Date: 30 November 2015

NJPA Contract #: **113012-VTL**

8500C Paver

8500C Pavers are equipped with: Tier 4i Turbocharged engine w/glow plugs and controlled by manual levers mounted on both sides, electric throttle, enclosed engine package, 36" wide conveyors, 9" dia. augers, manually adjustable tow points, 2 Speed Drive Motor, fail-safe brakes w/run-stop anti-creep function, Amber Safety Strobe Light, vandalism protection covers, horn, back-up alarm, Spraydown system with 2 hose wraps, oil pressure gauge, hour meter, electric fuel gauge, volt meter, water temp, tachometer.

TOTAL LIST PRICE BASE UNIT:	\$	121,000.00
Options: Electric Legend Screed	\$	7,300.00
Options: 14" Poly Pad Tracks	\$	5,250.00
Options: Work Light Package (4 Lights)	\$	1,150.00
Options: Sonic Auger, Sensors and Cords	\$	4,750.00
Options: Dual Grade Control (Topcon System 5) - includes electric screws	\$	25,000.00
Options: Citrus Tank, 7 Gallons	\$	2,850.00
Options: Hose Reel (2)	\$	1,500.00
TOTAL:	\$	168,800.00
NJPA DISCOUNT (5%)	- \$	8,440.00
TOTAL NJPA LIST PRICE:	\$	160,360.00
FREIGHT SPECIAL ONE TIME PRICING (good for 10 days from the date quoted):	<u>-</u>	
TOTAL PRICING DELIVERED TO AGENCY:	\$	160,360.00
Pape Discount	\$	(15,150.00)
Trade value for the 875 B-K Paver	\$	(8,000.00)
Sales Price after Discounts and Trade-in	\$	137,210.00



CERTIFICATE OF MEMBERSHIP

City of Oregon City

Member #2,371

This certificate entitles the entity named above the opportunity to purchasing off of national competitively bid contracts. The entity will:

- ✓ Save time by using pre-bid contracts.
- ✓ Save money by leveraged volume pricing.
- ✓ Obtain quality products from nationally acclaimed vendors.





City of Oregon City

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

Staff Report

File Number: 15-706

Agenda Date: 1/6/2016 Status: Consent Agenda

To: City Commission Agenda #: 8d.

From: Community Services Director Scott Archer File Type: Report

SUBJECT:

Barclay Hills Park Playground Purchase

RECOMMENDED ACTION (Motion):

Staff recommends the City Commission provide approval of new playground equipment for Barclay Hills Park, in the amount of \$55,587, per the attached proposal and price quote with Ross Recreation/Landscape Structures.

BACKGROUND:

Each budget cycle, the Community Services Department, Parks Division, identifies and plans for necessary replacement of outdated and failing playgrounds. The Barclay Hills Playground has reached the end of its lifespan, and is considered the highest replacement priority. The Community Services Department is partnering with the Oregon City High School Construction Class on this project, for a cooperative completion of the playground and park site. Partnering with the high school construction program will provide the City significant added value to this project, as we have done successfully on numerous prior park improvements. Additional improvements will include landscaping, tree planting, benches, and a new park identification sign. Along with the cooperative partnership in construction & installation of the playground, the high school construction class obtained \$11,000 via the Metro Enhancement Grant Fund that will be utilized toward this project.

The recommended equipment to be purchased is made by Landscape Structures and distributed by Ross Recreation. The attached price quote document includes a schematic of the new playground structure and site plan. For this purchase, staff is proposing to utilize an available Permissive Cooperative Procurement. No competitive bidding is required as the cooperative procurement contract and its solicitation comply with all State procurement requirements set for in ORS 279A.215.

BUDGET IMPACT:

Amount:\$55,587 FY(s): 2015-17

Funding Source: Community Services Department - Parks Division Budget Oregon City High School Construction Class contributions and donations, including Metro Enhancement Grant Funding to supplement the total playground replacement and park improvement project.

File Number: 15-706



City of Oregon City

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

Staff Report

File Number: 15-706

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Better playgrounds. Better world.®

playlsi.com

Proudly presented by:

Nick Philbin













Barclay Hills Park

Oregon City OR. November 5, 2015















Better playgrounds. Better world.®

playlsi.com



Proudly presented by:











Barclay Hills Park

Oregon City OR. November 5, 2015















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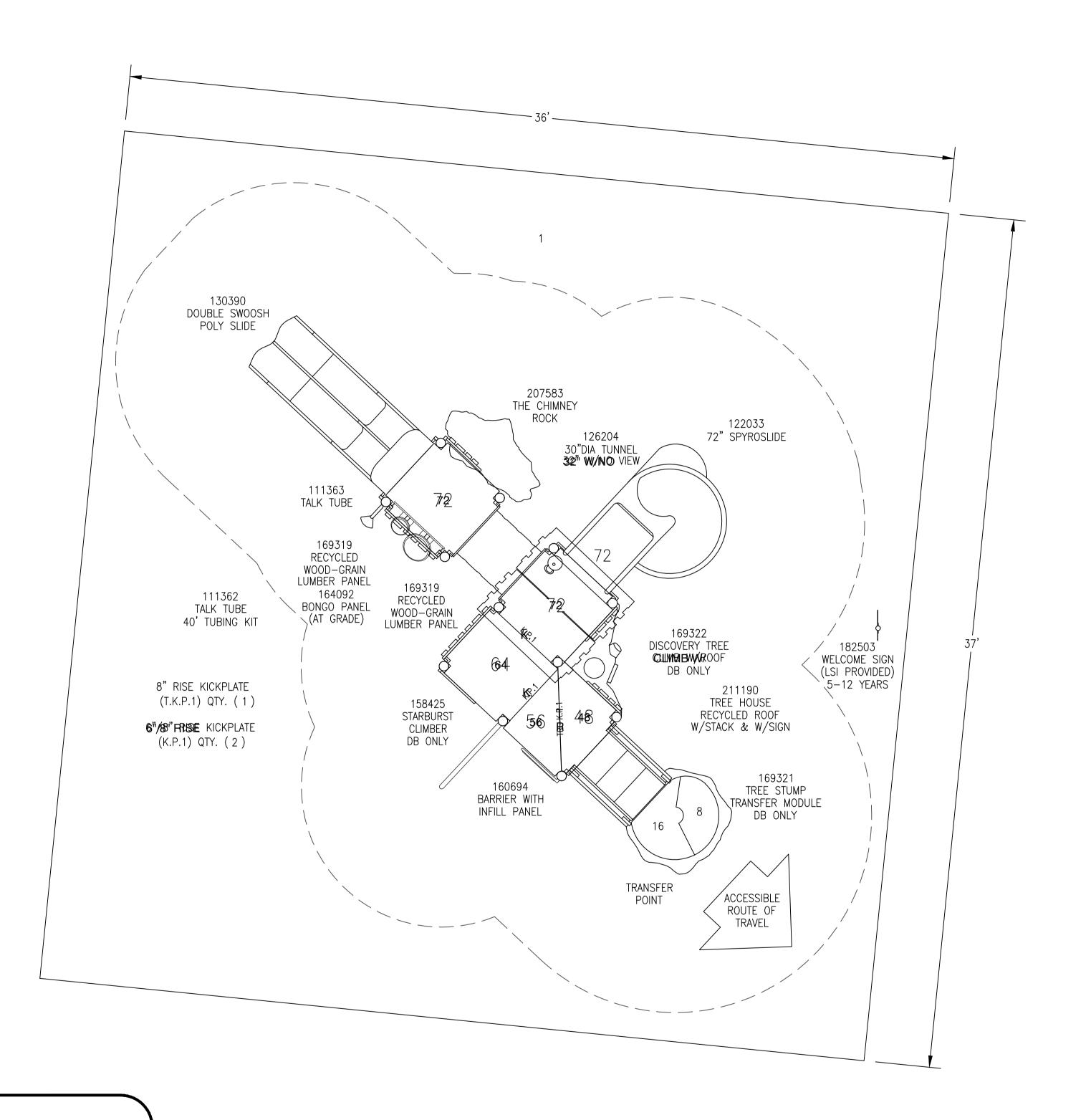












landscape structures



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT
THIS PLAY AREA DOES CONFORM TO
THE A.D.A. ACCESSIBILITY STANDARDS,
ASSUMING AN ACCESSIBLE PROTECTIVE
SURFACING IS PROVIDED, AS INDICATED, OR
WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

ACCESSIBLE/PROTECTIVE LOOSE FILL MATERIAL (ENGINEERED WOOD FIBER SUGGESTED)

> DESIGNED BY: GPC

COPYRIGHT: 10/30/2015
LANDSCAPE STRUCTURES, INC.

601 7th STREET SOUTH - P.O. BOX 198 DELANO, MINNESOTA 55328 PH: 1-800-328-0035 FAX: 1-763-972-6091

Date Previous Drawing # Initial

PlayBooster® (5-12® years) 2 years)

O <u>REQUIRED</u> O

REQUIRED

REQUIRED 3

TOTAL ELEVATED PLAY COMPONENTS 6

TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP

TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER 6

TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN 3

TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS 3 REQUIRED

BarclaayclayHillslesk Park

Ore good City typ. OR.

Rossroffection
Equipment
NickPhilidbin

system type: Pla**ryalphocas**iter

DRAWING #: 89443-1-1







Building Community since 1973

Prepared By Nick Philbin

Address 7033 SW Macadam Ave.Suite 102

Portland, Oregon 97219

United States

0.0000%

Email nickp@rossrec.com

Phone (503) 432.8950

Quote Number 00017220 **Quote Date** 11/5/2015 Quote Exp Date 2/29/2016 Opportunity Name Barclay Hills Park Quote Name Landscape Structures play equipment Est Lead Time 4-6 weeks Bill To Name Oregon City Parks & Recreation Ship To Name Oregon City Parks & Recreation Bill To P.O. Box 3040 Ship To Oregon City, Oregon 97045 Oregon City, Oregon 97045 **United States United States** Credit Terms Net 30 On Materials Shipment County/ City Tax Oregon State Tax

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Playbooster, 5-12	Landscape Structures PlayBooster design #89443-1-1 - Nature-themed structure includes 5" posts, 72" Double Swoosh slide, 72" Spyroslide, Starburst climber, Discovery Tree Climb, Canyon Collection Chimney Rock climber, Crawl Tunnel, Bongo panel, Wood-grain lumber panels, Talk tubes, Treehouse Roof and Tree stump transfer module.	\$52,027.00	\$52,027.00

Tax Rate

 Materials Amount
 \$52,027.00

 Tax Amount
 \$0.00

 Labor Total
 \$0.00

 Freight Amount
 \$3,560.00

 Total
 \$55,587.00

Notes to Customer

Thank you for the opportunity to quote your upcoming project. Please note that quotes do not include bonding, installation, engineering calculations, security, storage, permits, inspection, offload or safety surfacing unless otherwise noted.

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

Signature		
Name		
Tial a		
Title		
Date		

00017220 \$55,587.00



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

Staff Report

File Number: 15-701

Agenda Date: 1/6/2016 Status: Consent Agenda

To: City Commission Agenda #: 8e.

From: Human Resources Director Jim Loeffler File Type: Report

SUBJECT:

Human Resources Director Merit Pay for Performance - Merit Payment

Staff requires City Commission approval to process a proposed five percent (5%) single merit payment based on the Human Resources Director accomplishments and performance the past twelve months. Merit Pay for Performance was discussed and consensus reached during the Human Resources Director's annual performance evaluation at the December 16, 2015 Executive Session. Payment is a percentage of annual base salary.

BACKGROUND:

Due to the City Manager's position being vacant, the Human Resources Director's annual evaluation was conducted by the City Commission on December 16, 2015. The Commission reached consensus that a five percent (5%) merit payment for performance was deserved and appropriate. This merit payment will be processed with the January 29th payroll.

BUDGET IMPACT:

Amount: None- A maximum of five percent (5%) merit pay was budgeted in the Commission

approved and adopted budget

FY(s): FY 2015-16

Funding Source: General Fund



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

Staff Report

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BUDGET IMPACT:

Amount: None- A maximum of five percent (5%) merit pay was budgeted in the Commission

approved and adopted budget

FY(s): FY 2015-16

Funding Source: General Fund



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

Staff Report

File Number: 15-711

Agenda Date: 1/6/2016 Status: Consent Agenda

To: City Commission Agenda #: 8f.

From: City Recorder Kattie Riggs File Type: Minutes

Minutes of the November 4, 2015 Regular Meeting



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 4, 2015

7:00 PM

Commission Chambers

REVISED

1. Convene Regular Meeting and Roll Call

Mayor Holladay called the meeting to order at 7:05 PM.

Present: 5 - Commissioner Brian Shaw, Commissioner Rocky Smith, Commissioner

Carol Pauli, Mayor Dan Holladay and Commissioner Renate Mengelberg

Staffers: 10 - 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, Operations Manager Martin

Montalvo and Human Resources Director Jim Loeffler

2. Flag Salute

3. Ceremonies, Proclamations

3a. Proclamation in Observance of Veterans' Day, November 11, 2015

The Mayor read the proclamation declaring observance of Veterans' Day on November 11, 2015.

4. Citizen Comments

Paul Edgar, resident of Oregon City, thought it needed to be a community goal to end the homelessness of veterans. There needed to be a shelter in Oregon City and he wanted the Commission to actively join in the effort. He thought the Mayor should appoint someone to be a representative to be part of the effort. He encouraged the Commission to attend the Oregon City High School football games.

Jackie Hammond-Williams, manager of the Oregon City Farmers Market, gave an update on the Market. They had great success over the summer. This was their tenth year and they held 39 markets in 2015. They also had ten event days, workshops, demos, live animals, and non-profit booths. The winter market would begin on Saturday. She explained two programs they had, Snap Match which helped low income people get food and the POP program, a program for kids. These programs were funded through donations and grants.

William Gifford, resident of Oregon City, gave kudos for the OC Request program. At the Chamber of Commerce's weekly meeting there were many volunteers and he discussed how valuable volunteers were to the City. He discussed the need for land use decisions to come before the CIC for review as many times the neighborhood association meetings were not well attended, especially the Two Rivers Neighborhood Association.

5. Adoption of the Agenda

The agenda was adopted as presented.

6. Public Hearings

6a. Ordinance for Introduction No. 15-1012, Pavilion Park III Development Application for Zone Change

Tony Konkol, Community Development Director, said at the last Commission meeting staff presented information on this application for a zone change from R-10 to R-6 and 25 lot subdivision on McCord Road. Condition #8 regarding the requirement for an eight inch water line in McCord Avenue as an off-site public improvement was discussed. The Commission asked staff to work with the applicant to split the cost of the improvement and bring it back to the Commission. There was agreement on a revised Condition #8, and he read the revised condition. There was also a proposed resolution to amend the Capital Improvement Project List to include the water line in McCord Road so it was eligible for SDC credits.

Mike Robinson, representing the applicant, said the applicant was satisfied with Condition #8 and encouraged approval of the modified condition.

Mayor Holladay opened the public hearing.

There was no public testimony.

Mayor Holladay closed the public hearing.

A motion was made by Commissioner Shaw, seconded by Commissioner Smith, to approve the first reading of Ordinance No. 15-1012, Pavilion Park III Development Application for Zone Change. 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

7. General Business

7a. Resolution No. 15-33 Modifying the Capital Facilities Improvement Plan by Adding an Additional Water Infrastructure Project

John Lewis, Public Works Director, said this project was already in the City's master plan, but was unfunded and not in the Capital Improvement Plan. The resolution added the project to the CIP with an estimated cost. He thought it was a good solution and recommended approval.

A motion was made by Commissioner Pauli, seconded by Commissioner Mengelberg, to adopt Resolution No. 15-33 modifying the Capital Facilities Improvement Plan by adding an additional water infrastructure project. The motion carried by the following vote:

7b.

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

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

Mr. Lewis said the purpose of this decision was to determine whether or not the City intended to designate the upper and lower Public Works yards as an appendage to Waterboard Park. He gave a history of Chapter 10 of the Charter titled Parks and Natural Beauty and history of Waterboard Park and its boundaries. He thought it was clear that in 1970 the armory site and the upper and lower Public Works yards were not part of Waterboard Park. He gave a summary timeline of Waterboard Park property acquisitions, discussed the public works site survey done in 2004, and described the land acquisitions for the Operations Center which began in 1998. He discussed the historic zoning and land use with a land use timeline summary and zoning and Comprehensive Plan maps. Waterboard Park was zoned as residential and the upper yard as quasi-public. Waterboard Park was designated as a park in the 1980 and 1997 Comprehensive Plan maps, and and the armory site and upper and lower yards as quasi-public. He showed the working maps used for the Comprehensive Plan update in 2003 which still showed the upper and lower yards as quasi-public.

Chris Dunlop, GIS Technician, explained that in 2004 there was an effort not to create split land uses on tax lots, and he thought the upper and lower yards changed color to make the whole tax lot the same color. The upper and lower yards were not a separate tax lot at this time.

Mr. Lewis continued discussing the adopted 2004 Comprehensive Plan Map which showed the upper and lower yards as park, but Mr. Lewis thought this map was a work in progress. He found in Commission minutes from that time that they were planning to make map changes. Later in 2004 there was a working map to make amendments to the Comprehensive Plan. He noted the change to the upper and lower yards which were separated from the rest of Waterboard Park and designated quasi-public. Several other lots were changed as well. The adopted December 2004 Comprehensive Plan Map showed the armory and upper and lower yards as quasi-public and not part of Waterboard Park. He then discussed the 1991 Parks Master Plan which he thought was a mistake that it showed the upper and lower vards as park. He then discussed the 1999 Parks Master Plan which did not address Waterboard Park and the boundaries were not a focus. He thought if there was an intention to include the upper and lower yards in Waterboard Park it would have been discussed in the record regarding phasing and funding and there had not been discussion regarding moving Public Works or purchasing property for Public Works somewhere else. He explained how the Charter designated parks. He concluded that Waterboard Park was 21.4 acres of natural area excluding 4.56 acres of Public Works yard area and 2.19 acres of the armory property. Past use of the property and property acquisitions favored the current uses. Parks master planning did not support a consequential change like designating the upper and lower yards as an appendage of Waterboard Park. Resolution 15-29 affirmed that the record of land acquisitions, current land uses, and past land use decisions were consistent with maintaining Waterboard Park as is and the upper and lower yards for ongoing Public Works yards.

Bill Kabeiseman, City Attorney, said the critical question was were the Comprehensive Plan maps and Parks Master Plan the types of documents the City used to designate a Charter Park.

Jesse Buss, representing the McLoughlin Neighborhood Association, said the decision was not did they want to designate this area as a park but was it done before. The designation only had to have happened once. He discussed the 1991 Parks Master Plan map that was adopted by ordinance that showed Waterboard Park which included the upper and lower yards. He pointed out it was the same in the 1999 Parks Master Plan map. He then discussed Chapter 10 of the City Charter and the use of "designate" and how there were other ways besides by ordinance that a park could be designated. They had to look at the legislative history, not things that happened after those were in effect. They had to look at what actually happened and what the record said and not what people recalled after the fact or what they thought happened. The quotes Mr. Lewis read from the 2004 City Commission meeting saying they wanted to make amendments were not in the context of parks and there were no references to Waterboard Park. The first time the yards were in green was not the 2004 Comprehensive Plan map, but it was green on the 1975 Comprehensive Plan map. He had submitted City Commission minutes from 1941-1972 where Waterboard Park, armory, and the large building area discussed. Those minutes reflected that for 30 plus years the City Commission had talked about the lower Waterboard Park as Waterboard Park.

James Nicita, resident of Oregon City, passed out documents regarding the history of the original purchase of the property. It was the Board of Water Commissioners that purchased the property in 1910. It was planned to be a reservoir, rock quarry, and park. The purchase was from Center Street all the way up the hill and intended to be a park from the very beginning. He thought the Commission should look at the resolution or ordinance that the Board of Water Commissioners adopted to purchase the park. If it was by ordinance, they assumed the legal responsibilities when the City took over the property in 1923 and the Commission would still be bound by that. He then discussed the Trails Master Plan which clearly showed detailed attention and planning for Waterboard Park. He thought Waterboard Park in its entirety was considered a park. The 2004 Comprehensive Plan was adopted with the intention of implementing the Trails Master Plan and Parks Master Plan.

Mr. Kabeiseman said the McLoughlin Neighborhood Association asked for more time to respond.

Commissioner Shaw had served on the Parks and Recreation Committee for ten years and thought parks were important. The evidence was not clear and he thought it came down to the best use of the property. The City needed a new Public Works facility and he thought it was in the best interest of the City to keep it as that.

Commissioner Mengelberg thought planning documents were designed to reflect the will of the community at the time and were meant to be flexible to respond to changing needs and desires. She thought there was a compelling argument that the long term use and intention of the property was for Public Works and there was not compelling evidence that it was a park. The line showing where Waterboard Park was and the Public Works facility was had been consistently clear. She was in support of having it be a Public Works facility.

Commissioner Smith asked about the reference to City Commission minutes regarding this property as a park. Mr. Buss clarified it was several meeting notes from the City Commission meetings over many years. He submitted that information electronically this afternoon. Commissioner Smith thought if there were meeting notes talking about this area as park space, he would like to see them before a decision was made.

Tony Konkol, Community Development Director, read a resolution of the City Commission from 1947 authorizing the National Youth Administration to construct a building for their uses and needs and primarily for the purpose of a pre-fabrication plant in Waterboard Park. They used that facility for two years, then it became a vocational educational school with the School District. He thought the name was being used as a reference to the general location of where they were putting something.

Mr. Buss agreed that was a good example of how it was generally represented.

Commissioner Smith thought it was possible that the City did not know it was a park.

Mr. Lewis thought it was a misconception of where the boundaries were and people in the past talked about it as a park.

Commissioner Pauli said if it was designated as a park, she would like to see it in writing not just on a map, and where it was voted on and passed, not just a discussion. Comprehensive Plans changed and were meant to be a guide.

Mr. Lewis said in the 1991 Comprehensive Plan, the written notes for Waterboard Park said it was a park with no facilities. If it meant to include the armory and upper and lower Public Works yards it would have mentioned the 20,000 square feet of buildings.

Mayor Holladay said the buildings on the upper and lower yards had been used for over 80 years as a government facility of some kind. If there was a real intention to move Public Works, there would have been some indication of it in the documentation. There was nothing in the record other than the land described in the Charter as Waterboard Park which did not include the upper and lower yards. He did not think a color on a map clearly designated anything because maps changed over time. There was nothing he saw in the record to indicate changing the use of the property.

Commissioner Smith said if the Commission could make the decision based on all the material they had read, they could do so, but he had not had a chance to look it all over.

There was discussion regarding which parks were Charter Parks and protected under the Charter and how Charter Parks were established. Mayor Holladay wanted to make sure the City parks not listed in the Charter went through the process to become Charter Parks.

Mayor Holladay said there was nothing in the record that designated the upper and lower yards as anything other than the uses over the last 80 years.

Commissioner Pauli said it had been in the Charter since 1970.

A motion was made by Commissioner Mengelberg, seconded by Commissioner Shaw, to find that the upper and lower Public Work yards had not been designated as a park and to direct staff to bring back a resolution to that effect incorporating the discussion that evening. The motion carried by the following vote:

Aye: 4 - Commissioner Brian Shaw, Commissioner Carol Pauli, Mayor Dan Holladay and Commissioner Renate Mengelberg

Nay: 1 - Commissioner Rocky Smith

7c.

7d.

Ordinance No. 15-1017: An Ordinance of the City of Oregon City Declaring a Ban on Medical Marijuana Processing Sites and Dispensaries, Recreational Marijuana Producers, Processors, Wholesalers and Retails; Referring This Ordinace to the Voters of Oregon City and Declaring an Emergency

Mr. Konkol said marijuana businesses had not been approved in Oregon City due to business license requirements that businesses had to be legal at the local, state, and federal level, although the City of Cave Junction was being challenged on that. It was possible that the requirement might not stand. House Bill 3400 provided an opportunity for local jurisdictions to put the question of banning marijuana facilities to the voters in November 2016.

Mayor Holladay asked what would happen to grow operations that were already in the City.

Mr. Kabeiseman stated this would prevent new medical and recreational marijuana facilities, but it would not affect people who were currently operating grow sites. They did not need a business license because they were prohibited from making a profit. The reason for the emergency was to meet the December 24 deadline. This was a ban until the vote in November 2016 and if the voters approved, the ban would continue and if the voters did not approve it, there was still the business license ordinance that might or might not come into effect.

There was discussion regarding adding the 3% marijuana tax allowed by HB 3400 to the ballot. Mr. Kabeiseman would see if it could be included.

A motion was made by Commissioner Pauli, seconded by Commissioner Mengelberg, to approve the first reading of Ordinance No. 15-1017, an Ordinance of the City of Oregon City declaring a ban on medical marijuana processing sites and dispensaries, recreational marijuana producers, processors, wholesalers and retails; referring this Ordinance to the voters of Oregon City and declaring an emergency. 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

A motion was made by Commissioner Pauli, seconded by Commissioner Mengelberg, to approve the second reading and final adoption of Ordinance No. 15-1017, an Ordinance of the City of Oregon City declaring a ban on medical marijuana processing sites and dispensaries, recreational marijuana producers, processors, wholesalers and retails; referring this Ordinace to the voters of Oregon City and declaring an emergency. 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

Establish Standards, Criteria and Policy Directives for Hiring the City Manager

Mayor Holladay said in a recent Work Session the Commission agreed on general criteria and policy directives for hiring a new City Manager. He asked if there were any comments from the public. The advertisement would be going out on Monday.

There was no public testimony and no comments from the City Commission.

A motion was made by Commissioner Shaw, seconded by Commissioner Smith, to establish standards, criteria and policy directives for hiring the City Manager. 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

8. Consent Agenda

There was discussion regarding the Liquor License for the Hilltop 9 Theater.

Mr. Kabeiseman clarified there was already a license for the theater, this was an application for a greater privilege.

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

OLCC: Liquor License Application- On-Premises Sales, New Location: Applying as a Limited Liability Company, K&LBF LLC DBA Howells Restaurant & Lounge, 508 7th Street, Oregon City, OR 97045

OLCC: Liquor License Application- On-Premises Sales, New Location: Applying as a Corporation Company, Eastgate Theatre, Inc. DBA Hill Top 9, 325 Beavercreek Road, Oregon City, OR 97045

9. Communications

a. City Manager

8a.

8b.

Mr. Konkol announced the Pioneer Center Annual fall fundraiser holiday wreaths deadline for wreath orders was November 20, 2015. City Hall would be closed for Veterans Day. The health advisory for the Cove had been lifted.

Mr. Lewis said the City would be submitting an application for the next five blocks of Main Street to the Oregon Statewide Transportation Improvement Program (STIP). He then gave an update on the moratorium projects.

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

b. Commission

Commissioner Pauli discussed how much work the Planning Department was doing to be more customer friendly. She had gone through the process of getting an A-Frame permit and thought it had been an easy transition.

Commissioner Shaw reported on the Oregon City Business Alliance meeting and the last CIC meeting.

c. Mayor

Mayor Holladay spoke to the Caufield Neighborhood Association last week. He attended the South Fork Water Board meeting. The Willamette Falls Media Center was offering to do video cards for families with service members who were overseas.

10. Adjournmer	٦t
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Mayor Holladay adjourned the mee	eting at 9:51 PM.
Respectfully submitted,	
Kattie Riggs, City Recorder	

Ballot for Commission President Round 1

Ballot for Commission President Round 1 **Ballot for Commission President** Round 1 **Ballot for Commission President** Round 1

Ballot for Commission President Round 1

ROCKY

OATHOF OFFICE

I, Rocky Smith, Jr., do solemnly swear that I will support the Constitution of the United States and of the State of Oregon, and that I will to the best of my ability, faithfully perform the duties of Commission President of Oregon City during my incumbency thereof.

Commission President

LARAINE McNIECE, Municipal Court Judge

Date: January 6, 2016





January 6, 2016

Planning Commission & City Commission City of Oregon City 625 Center Street Oregon City OR 97045



RE: ZC 15-03, Zone Change and PZ 15-01 Comp Plan Amendment

Dear Planning Commissioners and City Commissioners:

The Board and citizens of The Hamlet of Beavercreek are writing with regards to ZC 15-03, Zone Change and PZ 15-01 Comp Plan Amendment.

First, and importantly, we are not against development. We are, however, 100% for planned development that provides safety and livability regarding transportation, public services, and concurrency.

Transportation is a great concern for us (and we hope for you too) especially in the face of the many development projects earmarked along Beavercreek Road and Highway 213. A few of the planned projects are the Beavercreek Road Concept Plan, the Evergreen (Meyers/Beavercreek Roads) nine acre development, the new Oregon City School District bus barn, the Clackamas Community College \$111,000,000 improvement/development, the Linn, Leland and Meyers Road corridor/development, the extensive economic enterprise zone, and the old bus barn development by Dan Fowler. As you can see, there is a lot of development along Beavercreek Road & Highway 213.

Mayor Dan Holladay, at the October 27th, 2015, Caufield Neighborhood Association meeting, shared his vision of Beavercreek Road as Oregon City's economic future with a five lane highway from Highway 213 to Henrici Road, though Beavercreek Road is controlled by Clackamas County, not the city. It is no secret that both Highway 213 and Beavercreek Road (not to mention their intersection) are failing. Clackamas County has jurisdiction over Beavercreek Road and has stated frequently the County's focus is on road maintenance throughout the County and not on the development of Beavercreek Road. Unfortunately, that leaves 6,500 Hamlet of Beavercreek rural residents (and the citizens in Colton, Molalla, Carus, Mulino, Clarkes, the Highlands, etc.) facing the same fate as that of the Happy Valley citizens many, many years ago.



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As we all know, Happy Valley and the Clackamas area grew, and Sunnyside Road (under Clackamas County jurisdiction) became a parking lot. As a result, the federal government, ODOT, Metro, and Clackamas County's Development Agency have spent over \$150,000,000 to fix poorly planned growth, with the development of Sunnyside Road, the extensive creation of Sunnybrook Road, overpasses, fish habitat, etc. Unfortunately, ODOT and Clackamas County no longer have those types of funds to "fix" Beavercreek Road and Highway 213 due to poorly planned growth.

Before we move onto services, it is vital to note that the development of Highway 213 from Molalla Avenue to I-205's Environmental Impact Study resulted in Oregon City Ordinance 92-1002, signed by Mayor Dan Fowler in 1992, agreeing that no development will occur if any roads in the <u>vicinity</u> of the Highway 213 and Beavercreek Road intersection (including the intersection) are operating at lower than a D level (attached). And, if that happened, Oregon City would participate in a grade separation upgrade of the intersection. The most recent estimate (2009) to upgrade the intersection to a grade separation is \$45,000,000 and includes Dan Fowler's recently purchased old bus barn property. In addition, Oregon's Transportation Planning Rule #12 puts a moratorium on development with a failed intersection. To consider this amount of development without the plans or funds to fix roads and intersections is seriously irresponsible.

With regard to water, Clackamas River Water has been contacted by Oregon City regarding servicing of the Beavercreek Road area as Oregon City does <u>not</u> have the pressure to provide service. Normally, providing water through an intergovernmental agreement would not be a problem, however, after 2015's drought and its devastating impact on the habitat of the Clackamas River, the residents in Beavercreek are extremely concerned that water is available to existing clients and that the Clackamas River habitat is valued and protected. As stated in CRW's July 23, 2015, letter to the Clackamas County Commissioners (attached), "It is our belief that as water providers on the Clackamas River we must begin to view the river less as an exclusive source of revenue and more as a valuable, finite resource that must be protected. To ignore the current river conditions and push off streamflow and temperature concerns would be irresponsible. While we do not discredit our collective utility's need to be financially stable, we believe that the long-term sustainability of the Clackamas River as a source of drinking water should trump the immediate needs of greener lawns and greater revenue."



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For CRW to extend an IGA to Oregon City for all of the development planned in the next decade would most probably put the entire CRW southern service area into an annual drought conservation practice. This is not conducive for successful timber, livestock, and agricultural in Clackamas County and extremely devastating to any surviving habitat in the Clackamas River water area.

With regard to sewer, the last we heard, to pursue <u>just</u> the nine acre Evergreen development at Meyers and Beavercreek Roads, the sewer line lids along Glen Oak Road will have to be bolted down so they didn't overflow with sewage. In addition, residents along the sewer line testified of **frequent** sewer backflows into their basements. The City admitted that the sewer capacity for the development was problematic as there was a sewer bottleneck on Highway 213 at the College, but there are no funds to solve the problem. Hearing this about 9 acres of development along Beavercreek Road, how can hundreds of acres along Beavercreek Road and Highway 213 be serviced without extensive sewer upgrade planning and funding?

And, finally, DOGAMI's LIDAR maps clearly indicate the Newell Creek landslide runs from the Forest Edge Apartments, under Highway 213 south to the old bus barn property. We sincerely hope **you** take the City's "state of emergency" evacuation of the Forest Edge Apartments tenants seriously and as a warning of not what **might** happen, but what **will** happen if any development along this historically active landslide is allowed. In addition, the <u>only</u> insurance carrier in the world that offers landslide insurance is Lloyds of London. They will not cover anyone (neither residential, commercial or industrial properties) within one mile of a historical landslide. If Lloyds of London will not offer protection, will the City of Oregon City (as a government body who exists to protect its citizens) offer such insurance?

We repeat, we are not against development, only poorly planned development that will clearly put all of us traveling, working and living in and around this Beavercreek and Highway 213 area into a transportation bottleneck with no clear path to functional and environmentally responsible services.

Thank you for your time and consideration of our concerns.

Sincerely,

The Hamlet of Beavercreek



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Enclosures: Ordinance 92-1002

Clackamas River Water July 23, 2015, Letter to the Clackamas County

Board of County Commissioners

Cc: Clackamas County Board of County Commissioners

Clackamas River Water Board Tri-City Wastewater Treatment

Oregon Department of Transportation

September 10, 1993

MEMORANDUM

TO:

Charlie Leeson, Henry Mackenroth, Denyse McGriff, City of Oregon City

Mark Greenfield

FROM:

John Spencer, Oregon City Urban Renewal Agency

RE:

HWY. 213/BEAVERCREEK ROAD INTERSECTION (Revised from

9/9/93)

As a follow-up to the meeting on June 24 with Clackamas County and ODOT officials, I agreed to summarize our discussions which will be the basis for a revised Memorandum of Understanding between the City, County, and ODOT.

Overall Intent

It is the intent of all parties to provide for and implement the various transportation projects called for in the Draft Warner-Parrott Rd.-Oregon City Bypass Environmental Assessment. These projects include an at-grade interchange improvement of the Highway 213/Beavercreek Road intersection, and the future construction of a grade-separated interchange. All parties agree that existing traffic congestion at this intersection is at unacceptable levels. Until intersection and other improvements have been constructed, any new development permitted in the vicinity of this intersection should not increase the congestion problems beyond current levels. It is also agreed that if the sponsors of new development can prove that proposed development will not increase the congestion problems, then development will be allowed only when in compliance with adopted plans for an at-grade interchange at the Highway 213/Beavercreek Road intersection.

Proposed Modifications to the Draft MOU of 2/92

The Draft Memorandum of Understanding is attached. The following changes are proposed:

Paragraph 4.a., add the following:

The State, County and City consider the interchange project as high priority.

Delete paragraph 4.b.

Delete paragraph 7 and add the following:

The County and City agree that grade-separated interchange improvements for Highway 213/Beavercreek Road are adopted as part of their Comprehensive Plans. The County and City also agree that their respective Comprehensive Plans require that major intersections operate at Level of Service (LOS) D or better. The County

and City agree that when new developments are proposed for properties along Beavercreek Road prior to construction of grade-separated interchange improvements, a professional traffic analysis shall be required prior to the issuance of any land use permits. Land use permits shall not be approved unless the traffic analysis demonstrates that the Highway 213/Beavercreek Road intersection and other nearby intersections will operate at Level of Service D or better with the proposed development. If the traffic analysis demonstrates that the Highway 213/Beavercreek Road intersection will operate at LOS D or better with the proposed development, the development plan, including access to Beavercreek Road, will not interfere with, impede the implementation of, or substantially increase the cost of the adopted grade-separated interchange improvements for Highway 213/Beavercreek Road.

First Draft Comprehensive Plan Amendments

In order to meet the obligations outlined in the paragraph above, Oregon City will need to amend the transportation element of its Comprehensive Plan. The first obligation is to adopt the interchange plan. That has been done with Ordinance 92-1002 attached. Following are draft policies to meet the other obligations outlined above.

- a. All intersections requiring full signals as shown on Figure 2, Traffic Signal Locations, Oregon City Transportation Master Plan, 1989, and any other intersections where full traffic signals are warranted, shall operate at Level of Service D or better. Level of Service (LOS) is defined in Appendix B of the Oregon City Transportation Master Plan, 1989.
 - A professional traffic analysis shall be required prior to the issuance of any land use permits when new developments are proposed for properties in the vicinity of fully signaled intersections. Land use permits shall be approved only when the traffic analysis demonstrates that the signalized intersection will operate at Level of Service D or better with the proposed development, and that the development plan will not interfere with impede the implementation of, or substantially increase the cost of any adopted transportation improvements identified in the City's Comprehensive Plan

Right-of-way shall be required as a condition of approval when developments are proposed near adopted transportation improvements identified in the City's Comprehensive Plan.

Please provide comments on these proposed plan amendments to me by the end of next week. Thanks,

John

MEMORANDUM OF UNDERSTANDING
Betwood the
STATE OF OREGON,
CLACKAMAS COUNTY,
And
CITY OF OREGON CITY

- The Oregon Department of Transportation, Eighway Division, hereinsfter referred to as "State"; CLACKAMAS COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County"; CITY OF OREGON CITY, a municipal corporation of the State of Oregon, acting by and through its City Officials, hereinafter referred to as "City"; enter into this Nemo of Understanding to set forth the principles of mutual commitment to the proposed Cascade Highway South at Beavercreek Road Interchange.
- 2 State and County previously entered into a construction finance agreement No. 8119, on June 21, 1984 for the Warner-Parrott Rd. Oregon City Bypass project.
- 3 When the Warner-Parrott Rd. Oregon City Bypass project is constructed, State, County, and City agree the increased traffic flow will cause congestion at the Cascade Highway South / Beavercreek Rd. intersection, and all parties agree that improvements may be necessary. Proposed at this time is an at-grade interchange at Cascade Ewy. South / Beavercreek Rd.
- (4) State, County, and City agree to the following conditions in preparation for the proposed interchange agreement:
 - @ State will support County and City in seeking the necessary funds from Metro to construct the interchange project.
 - The County and/or City will be responsible for the survey, writing the descriptions, and the acquisition of any necessary right-of-way for construction of at-grade interchange.
 - (C) The County will have the lead role in project engineering and construction management.
 - Prior to construction of the Cascada Hwy. South / Beavercreek Rd. Interchange. State. County, and City shall enter into a cooperative improvement agreement for construction and maintenance responsibilities for the at-grade interchange.

B3193001

- The State, County, and City agree to consider a joint project for a future "grade-separated" interchange at the Cascade Bwy. South / Beavercreek Rd. location. The determination of financial participation will occur as part of the State's Six-year Transportation improvement Program update process when future project becomes necessary.
- Any cost of right-of-way and other improvements incurred in constructing the previously proposed at-grade project shall be considered in determining the shares of the cost of the grade-separated project.
- The County and City agree to prevent additional development in areas identified as needed for constructing the Cascade Hwy. South / Beavercreek Rd. grade-separated interchange and prevent additional access that would conflict with the public's need for access control to the extent identified in the attached State drawing.
- (b) Terms of this Memorandum of Understanding can be terminated by any of the parties with 30 day, written notice.
- O Upon receipt of a signed copy of this Memo of Understanding, County and City shall start the process for acquiring the necessary funds for the construction of the proposed at-grade project and State shall review and release the Environmental Assessment document.

OREGON BEPT. OF TRANSPORTATION	CLACKAMAS COUNTY Board of Commissioners
Region Manager	Chair
Date	Commissioner
Denie W. Lawb	Commissioner
Mayor	ste
Date 2-17-92	

E3193001

TO



CITY OF OREGON CITY

DEVELOPMENT SERVICES
DEPARTMENT
Planning, Suilding, Engineering
320 Warner-Milne Road
Oregon City, OR 97045
(503) 657-0895
FAX (503) 657-3339

May 27, 1993

Ron Weinman Clackamas County 902 Abernethey Road Oregon City, Oregon, 97045-1100

Mr. Weinman:

The Oregon City Commission, at its May 19th meeting, rescinded its approval given on February 17th, of the Memorandum of Understanding between the State of Oregon, Clackamas County and the City regarding the proposed interchange on Cascade Highway South at Beavercreek Road, effective immediately.

The Commission is concerned about the provisions and implications of the paragraph addressing the prevention of development on private lands. They further understood that the agreement was in it's final form when they originally authorized signing.

The City Commission has directed staff to reopen negotiations regarding this agreement. An identical letter is being transmitted to Ted Keasy at Region 1, of Oregon State Highway Division.

Please contact me to arrange further discussions on this matter.

Charles Leeson City Manager

cc: City Commission
Ed Sullivan, City Attorney
Henry Mackenroth, Project Manager



ORDINANCE 92-1002

AN ORDINANCE AMENDING THE TRANSPORTATION MASTER PLAN AND THE TRANSPORTATION ELEMENT PLAN OF THE COMPREHENSIVE PLAN TO ADD TWO FUTURE ROAD PROJECTS AND A POLICY FOR COLLECTOR STREETS.

WHEREAS, the State Highway Division has requested that a proposed road project at Highway 213 and Beavercreek Road be included in the Oregon City Comprehensive Plan, and

WHEREAS, based on development patterns a future collector street needs to be designated outside of the City limits, but in the Urban Growth Boundary, and

WHEREAS, a policy on access management is needed to guide development along collector streets, and

WHEREAS, the Oregon City Planning Commission, on December 12, 1991, conducted a public hearing to consider the adoption of these proposals, and

WHEREAS, the proposed amendments to the Transportation Master Plan and Transportation Element of the Comprehensive Plan is designed to best meet the land use planning needs of the City.

OREGON CITY ORDAINS AS FOLLOWS:

Section 1. That the Transportation Master Plan and the Transportation Element of the Comprehensive Plan are hereby amended to add the following to read as follows:

Add the grade separation of Highway 213/Beavercreek Road.

- a. The State Highway Division has forwarded a request to add the grade separation at Highway 213/Beavercreek Road. The proposal would include maps of the proposed Phase 1 and 2 project to page 63 of the Transportation Master Plan as an addition to the roadway laneage and access control map.
- b. Roadway Laneage/Access Control Plan, page 64 of the Transportation Master Plan - Widen Highway 213 to six lanes between Beavercreek Road and I-205, with a grade separation at Beavercreek Road (to include Phase 1 and Phase 2 roadway and laneage needs).

PAGE 1 - ORDINANCE NO. 92-1002

- Add S. Caufield Road as a future collector street (For approximately 500 feet from Highway 213 to a proposed street that would be located between S. Caufield Road and S. Canyon Ridge Drive; added to page 60 of the Transportation Master Plan.
- 3. Add a policy Regarding access management on collector streets to Policy 4 on page L-35 of the Transportation Element of the Comprehensive Plan:

New subdivision/residential development shall minimize access on collector streets unless infeasible. If feasible, lots shall be oriented to have from age on local streets with back yards to the collector street.

Read first time at a regular meeting of the City Commission held on the 5th day of February, 1992, and the foregoing ordinance was finally enacted by the City Commission this 5th day of February, 1992.

MAN K. ELLIOTT, City Recorder

ATTESTED this 5th day of February, 1992.

DANIEL W. FOWLER, Mayor

ORDINANCE NO. 92-1002

Effective: March 6, 1992

Clackamas River Water

P.O. Box 2439 Clackamas, Oregon 97015-2439 (503) 722-9220 Fax (503) 656-7086 16770 SE 82nd Drive, Clackamas customerservice@crwater.com



To: Board of Commissioners of Clackamas County

From: Clackamas River Water

Date: July 23, 2015

Re: Water Use on the Clackamas River

On July 21, 2015 Clackamas River Water received a memorandum, Re: Water Use on the Clackamas written by Ernest Hayes of Clackamas County Administration. The policy question proposed was "Is the Clackamas River impacted by water shortage?" The memo ultimately concluded that, "After receiving feedback from several of the managers of local water districts, including Clackamas River Water Providers, there does not seem to be a present risk of a water shortage on the lower Clackamas River. Further, should a shortage occur, human consumption would not be limited until truly dire circumstances were met. There is no fear of this transpiring in the foreseeable future. "Clackamas River Water disagrees with Mr. Hayes' conclusion.

The state of Oregon is facing its worst drought in decades. Governor Brown has declared drought emergencies in 23 of 36 counties. Although Clackamas County eluded a drought declaration to date, it is not immune to the environmental pressures exerted upon it by low snowpack and hot, dry days. The Clackamas River, a vital resource for Clackamas County's urban centers, serves as a source of high quality drinking water for over 200,000 people and is no exception.

It is true that despite record low snowpack on Mt. Hood in the Upper Clackamas River Basin, the precipitation rate remained stable. Precipitation fell as rain, rather than snow. This is due to above average temperatures in the region. The elevation of the Upper Clackamas Basin is located near the current mid-winter snowline, as a result even minor deviations toward greater than normal temperatures can limit snow accumulation. While the Clackamas River is influenced by groundwater from large aquifers in the Upper Clackamas River Basin, the River will likely experience greater loss of streamflow and continued strain is put on the aquifer system. Trends toward warmer winters with more rain than snowpack will result in low flows on the River occurring earlier and increased stream temperatures. 2015 may very well be a preview of years to come.

Abnormally warm temperatures and record low snowpack in the Clackamas River Basin should be of great concern to water providers as the dense network of streams in the Upper Basin are strongly influenced by melting snow during the spring and summer, which in turn helps to maintain river flow and temperature. As early as May the effects could be observed on the river. Streamflows were at their

lowest in over a decade (Figure 1), and temperature was elevated (Figure 2). By mid-June fish kills were observed at the confluence of the Clackamas and Willamette Rivers, due primarily to elevated water temperatures (Figure 2), prompting the Oregon Department of Fish and Wildlife to restrict fishing on the Clackamas River below the I-205 bridge.

Currently the streamflow of the Clackamas River is well below average, at levels not seen in more than a decade, and dropping. Water providers, as good stewards of the watershed, are subject to minimum allowable flows for fish persistence and passage. The State of Oregon requires each drinking water provider to develop a Water Management Conservation plan with a clearly defined curtailment plan that would maintain fish flows while allowing for sustainable water consumption. On the Clackamas River after September 15th that flow is 640 CFS. For Clackamas River Water and one other member of the Clackamas River Water Providers, as per our adopted Water Management Conservation Plans, Stage 3 Water Curtailment (mandated water conservation) would be implemented at streamflows less than 730 CFS after September 15th. While this is not the first time water providers have seen low streamflows in July, it is important to note that currently the streamflow of the Clackamas River is below 750 CFS with prolonged periods of hot dry weather predicted in combination with the development of an El Niño event (Figure 1). The likelihood of water providers having to implement curtailment practices come September is strong.

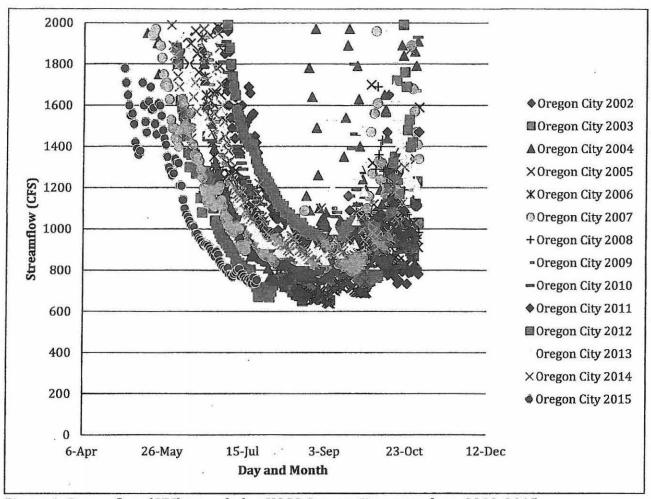


Figure 1. Streamflow (CFS) recorded at USGS Oregon City gauge from 2002-2015

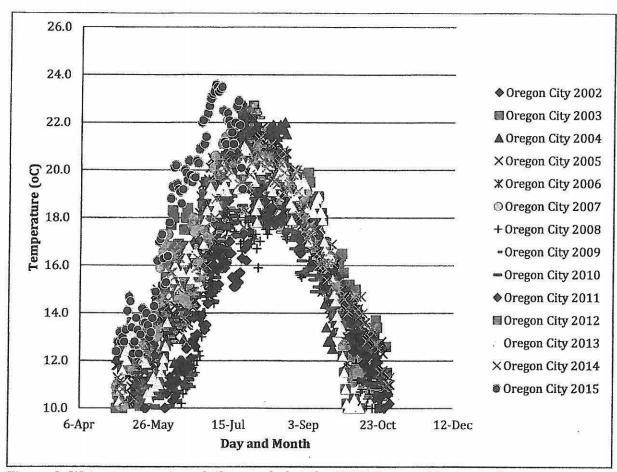


Figure 2. Water temperature (°C) recorded at the USGS Oregon City gauge from 2002-2015

Clackamas River Water issued a Stage 1 Water Advisory encouraging its customers to conduct voluntary water conservation measures in early June as dictated by our Water Management Conservation Plan upon observation of below average streamflows. Continued low flows, or a declaration of drought, will soon prompt CRW to issue a Stage 2 Water Advisory with more stringent conservation measures.

While there may not be an immediate water shortage on the Clackamas River, elevated temperatures and low streamflow suggest that mandated conservation measures for water providers may be on the horizon. It is our belief that as water providers on the Clackamas River we must begin to view the river less as an exclusive source of revenue and more as a valuable, finite resource that must be protected. To ignore the current river conditions and push off streamflow and temperature concerns would be irresponsible. While we do not discredit our collective utility's need to be financially stable, we believe that the long-term sustainability of the Clackamas River as a source of drinking water should trump the immediate needs of greener lawns and greater revenue. Responsible management of a water source does not mean simply navigating into maximum withdrawals allowed by the State of Oregon. It means preserving a drinking water source for a

larger portion of Clackamas County, preserving fish habitat and recreation, and ensuring our water source for the future.

Clackamas River Water is a special district that serves over 50,000 people in unincorporated Clackamas County, which includes Clackamas, and parts of Oregon City, Beavercreek, Milwaukie, and Portland.

We would like to offer our thanks to the Board of Commissioners for affording the water providers the opportunity to comment on this critical issue. As you are aware it is the County's role to notify the Governor when more extreme action is warranted.

Sincerely,

Lee E. Moore Sr.

General Manager

Clackamas River Water District

On behalf of the Board of Commissioners and Staff:

Ken Humberston; President Hugh Kalani; Secretary Naomi Angier; Treasurer Larry Sowa; Commissioner David McNeel; Commissioner

CITY OF OREGON CITY

PUBLIC WORKS

PAVEMENT CUT STANDARDS

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RESOLUTION NO. 15-35

ADOPTED: JANUARY 6, 2016

EFFECTIVE: JANUARY 6, 2016

REPLACING THE STANDARDS ADOPTED IN RESOLUTION NO. 12-29,

ADOPTED SEPTEMBER 19, 2012

PREPARED BY

PUBLIC WORKS DEPARTMENT

Engineering Division
625
122 S-Center Street

PO Box 3040

Oregon City, Oregon 97045

Telephone: (503) 657-0891-8241

Engineering Division

CITY OF OREGON CITY PUBLIC WORKS PAVEMENT CUT STANDARDS

INTRODUCTION

Pavement cuts are a necessary operation and cannot be avoided. Utilities need to serve new customers and repair existing facilities. There is a common good for all utilities to be placed in the public right-of-way. All parties shall strive to reduce the burden to the taxpayer/ratepayer and damage to the roadways.

Studies conducted by multiple groups and organizations have determined that poorly restored pavement cuts cause permanent structural and functional damage to roadways, increasing maintenance costs, future rehabilitation costs and producing a rough ride. If realized, the increased costs and rough ride are a burden for the taxpayer/ratepayer.

The pavement beyond the trench may be weakened by sagging that results from loss of lateral support. Heavy construction traffic also weakens the area adjacent to the trench. Studies have shown that the pavement life may be reduced by pavement cuts. Poorly constructed patches tend not to last through the life of the existing road and fail prematurely when there is a lack of good construction techniques used when backfilling and compacting. This causes an additional burden to maintenance departments and taxpayers/ratepayers. A poorly constructed pavement cut usually requires repair before the road needs to be resurfaced. Studies also reveal that patch areas often require thicker overlays compared to the rest of the pavement in the area. This also results in higher costs to the taxpayer/ratepayer.

PURPOSE

The purpose of these standard is to establish a uniform approach to pavement cuts and street repair applicable to utilities and other contractors working in the public rights-of-way. The goal of these standard is to provide long lasting pavement repairs at the least possible overall cost to both utilities and taxpayers/ratepayers.

APPLICABLE STANDARDS AND SCOPE

This document supplements the Oregon City design and construction standards/drawings. All work and materials shall conform to the applicable Oregon Standard Specifications for Construction published by the Oregon Department of Transportation and modified by the City of Oregon City. This Pavement Cut Standards document pertains to the base aggregate, and asphalt and cement concrete sections for pavement patches only. For trench backfill requirements, see Oregon City Standard Drawing SD (No. 313). Requirements typical for pavement repair work associated with pavement cuts are described below. To the extent there is a conflict between the requirements of theseis Standards and other standards, the provision of theseis Standards shall be followed.

January 2016 Page 4 Pavement Cut Standards
City of Oregon City

DEFINITIONS

City: City of Oregon City.

City Engineer: City Engineer, or designee (Engineers, Inspectors, Project Managers, Field Personnel), representing the City of Oregon City.

Full Depth: Thickness of asphalt from top of asphalt to top of base aggregate.

Asphalt Concrete Pavement: Also referred to as "ACP," this consists of uniformly coated mixture of asphalt cement, graded aggregate, and additives as required. The use of ACP in this section refers to either hot mix or warm mix asphalt concrete as determined by context.

Interim Patch: A temporary patch including two inches of hot mixed ACP.

Length of Patch: The patch dimension parallel to the roadway.

New Roadway: Any roadway that was constructed within the previous three years or has had a qualifying pavement treatment in the permitted excavation location in the previous three years.

ODOT: Oregon Department of Transportation

Travel Lane: Travel lane location shall be determined based on striping, where present. Where there is no striping, the travel lane width shall be twelve feet from the road centerline. Where the edge of the travel lane width is within four feet from the edge of pavement, the travel lane shall extend to the edge of the pavement.

Permanent Patch: The final pavement repair as part of the current permitted job.

Permittees: The utility company or other entity who submits an application for a permit to conduct construction operations in the public rights-of-way. The Permittee and the Permittee's contractor will be held to the requirements of the permit.

Qualifying Pavement Treatment: Preventative maintenance treatments such as slurry sealing and microsurfacing along with other rehabilitation methods such as overlays, grind/inlays and reconstruction constitute qualifying treatments that will re-start the tier timelines. Minor street maintenance such as spot repairs and crack sealing will not restart the tier timeline.

Tier: Grouping by age of street with respect to the most recent qualifying pavement treatment. Because the City keeps records of the year, but not exact dates on which pavement treatments are applied, the date of a given qualifying treatment will be assumed to be July 1st of the applicable year.

Width of Patch: The patch dimension perpendicular to the roadway.

PAVEMENT RESTORATION REQUIREMENTS

The City of Oregon City hereby establishes a tiered pavement cut standards system based on the date of construction or the last qualifying pavement treatment applied to a pavement. These standards will be in effect for any City roadway from the time of construction or most recent qualifying pavement treatment was applied. The applicable standards are described below and specific replacement requirements are shown in Oregon City Standard Drawing Nos. 313, 508, 532, 533, and 534.

- 1. Moratorium Standard: Pavement cuts will only be allowed on an emergency basis. No planned or permitted cuts will be allowed when these standards applyies. If pavement cutting is necessary for emergencies, cuts shall be full depth and extend one (1) foot beyond the nominal trench edge longitudinally and transversely. Two (2) inch minimum thickness grind and inlay paving shall extend the full width of an established travel lane and to the curb line or edge of pavement.
- 2. <u>Full Standard</u>: Pavement cuts shall be full depth and extend one (1) foot beyond the nominal trench edge longitudinally and transversely. Two (2) inch minimum thickness grind and inlay paving shall extend the full width of an established travel lane. There shall be no gaps or joints that are less than four (4) feet from the edge of pavement.
- 3. <u>Modified Standard</u>: Pavement cuts shall be full depth and extend one (1) foot beyond the nominal trench edge longitudinally and transversely. Two (2) inch minimum thickness grind and inlay paving shall extend beyond the wheel path to the middle of the travel lane. There shall be no gaps or joints that are less than four (4) feet from the edge of pavement.
- 4. <u>T-Cut Standard</u>: Pavement cuts shall be full depth and extend one (1) foot beyond the nominal trench edge longitudinally and transversely.

Applicable standards based on Tier (number of years since last qualifying pavement treatment) and City Street Classification is established in the following table:

TABLE 1- RESTORATION REQUIREMENTS BY CLASSIFICATION AND TIER

THE TRESTORITION REQUIREMENTS BY CERSON TOTAL TER				
	Tier 1	Tier 2	Tier 3	
Street Classification	(<u><</u> 3 years)	(3-6 years)	(> 6 years)	
	Moratorium			
Arterial Streets	Standard	Full Standard	Full Standard	
	Moratorium			
Collector Streets	Standard	Full Standard	Modified Standard	
	Moratorium			
Local Streets	Standard	Full Standard	T-Cut Standard	

Note: Proposals to deviate from the standards described above may be allowed atim the discretion of the City Engineer and will require approval in advance by the City Engineer. See exemption process described below. During the permit review process, the City Engineer will determine the applicable standard based on the above table.

PERMITS

- 1. As part of obtaining a Right-of-Way permit per OCMC 12.04, Permittee shall provide the proposed street cut information as requested by the Public Works <u>D</u>department. A Right-of-Way application form and Pavement Cut application form are available on the City website. The City Engineer will determine the restoration requirements in accordance with theseis Standards. The Permittee shall provide the City Engineer at least twenty-four (24) hours notice prior to completing final restoration to allow for inspection.
- If the City Engineer determines, in the City Engineer's discretion, that previous violations
 of these Standards exist, future construction work may be disallowed until the Permittee
 has fulfilled all obligations. Written notification by the City Engineer will be sent prior
 to this action.

RESPONSIBLE PARTY

The Permittee shall be responsible for all construction and warranty requirements of these standards even when the work is done by a Permittee_retained contractor.

GENERAL REQUIREMENTS

- Materials:
 - a. Unless the roadway is classified by the City as an Arterial, Level 2, ½ inch Dense PG 64-22 ACP shall be used for all permanent asphalt restoration. If the roadway is a designated Arterial, then the material shall be Level 3.
 - All patching materials and construction requirements not addressed in this document shall conform to the City's Special Provisions Section 00744.
 - c. To the extent Controlled Low Strength Material, (CLSM aka CDF) material is required for a particular repair, the pPermittee shall follow ODOT Standard Specification, Section 00442 Controlled Low Strength Materials.

e.2. Patching:

a. Longitudinal cuts that extend through multiple tier classifications require discussion with the City Engineer to determine the appropriate patching approach. In principle, each road section will be patched according to the applicable standard and tier in which it is ranked; however the City retains the right to require <u>a</u> higher level tier at its discretion. Formatted: Indent: Left: 0.75", No bullets or numbering

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January 2016 Page 7 Pavement Cut Standards
City of Oregon City

- b. For all full depth asphalt repairs, the minimum asphalt thickness shall be four (4) inches, or match the existing depth of asphalt, whichever is greater.
- All ACP lifts shall be compacted to 92% of the maximum theoretical density per AASHTO T-209 (Rice Density).
- d. Existing base rock disturbed within full depth asphalt repairs shall be re-compacted prior to paving. For trench backfill requirements, see Oregon City Standard Drawings (No. 313).
- e. All cold-planed surfaces shall be swept and kept clean at all times. All cold-planed materials shall be removed and disposed off-site at the cost of the Permittee.
- f. If a patch exceeds seventy (70) percent of an existing patch, the entire existing patch shall be replaced.
- g. The minimum dimension of the patch parallel to the road shall be eight (8) feet. If any part of the excavation, patch or damaged area intrudes into an adjacent lane, that lane shall also be replaced in accordance with the tiered chart and Oregon City Standard Drawings.
- h. New patches adjacent to any existing patch shall be extended to the existing patch line where possible. If patch lines cannot be combined, a minimum gap of four (4) feet shall be provided between patches.
- When two (2) or more patches on the same project are created within thirty (30) feet
 of each other, they shall be incorporated into a single patch at the expense of the
 Permittee.
- j. Pavement cuts shall be straight and clean and shall be either parallel or perpendicular with respect to the travel lane. No jagged, broken or undermined edges will be allowed.
- k. All pavement overcuts shall be sealed using an ODOT approved edge sealing tack material and clean sand blanket. Edge sealing methods shall be consistently applied throughout, four (4) to six (6) inches in width.
- 1. The top lift of asphalt for all longitudinal repairs with a length that exceeds thirty (30) feet shall be placed using a paving machine with a screed or an asphalt spreader box.
- m. The completed surface of all courses shall be of uniform texture; smooth, uniform as to crown and grade and free from defects. The completed surface of the wearing course shall not vary more than one-quarter (1/4) inch from the lower edge of a ten (10) foot straightedge placed parallel to the centerline. Tolerance exceptions and corrective measures due to existing roadway conditions or other reasons must be approved by the City Engineer.
- All areas outside of the travel lanes or shoulders that are affected by the work shall be restored to their original condition.

2.3. Traffic Control:

- a. Permittee shall follow the Oregon Temporary Traffic Control Handbook and erect
 and maintain traffic control per the most recent edition of the Manual of Uniform
 Traffic Control Devices (MUTCD) and Oregon State modification to the MUTCD.
 The Permittee shall submit a traffic control plan for review and approval by the City.
- b. Temporary markings or traffic control devices approved by City Engineer shall be in place prior to the roadway opening for traffic and shall be maintained by Permittee until permanently restored.

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- c. All permanent traffic control markings shall be installed within seven (7) days after permanent paving is completed.
- 4. Emergency Repairs: The City will allow a Permittee to make emergency repairs provided a more reasonable alternative does not exist. Permittee shall make every reasonable effort to restore the roadway quickly. Permittee shall notify the City Engineer of emergency repairs not later than the next business day.

SPECIAL REQUIREMENTS FOR CHIP, SLURRY, or MICRO SEAL AND CONCRETE ROADS

- Chip, Slurry, or Micro sealed roads shall be rehabilitated according to construction requirements for asphalt roads as outlined in this document.
- All concrete road cuts shall be pre-approved before beginning work (except in the case of an emergency situation). Concrete roads shall require full panel replacement unless approved otherwise by the City Engineer. All concrete joints shall require an approved tie bar and dowel retrofit. Depth of concrete replacement shall match the existing thickness or shall be in accordance with City Standards whichever is greater. Care shall be made not to undermine the existing panels. If the adjacent panels are disturbed or damaged, they also shall be replaced unless the City Engineer otherwise determines. All joints shall be sealed with material approved by the City Engineer. Where concrete roads are overlaid with asphalt, the concrete shall be replaced as described above and asphalt portion of the cut shall be constructed according to the pavement standard.

EXCEPTIONS

This section identifies exceptions to the pavement restoration requirements for the activities listed below. The general and special restoration requirements shall still apply.

- Valve and manhole repairs shall be exempt from the patching requirements of theseis standards. Valve and manhole patching requirements shall be in accordance with City Standards. All warranty and construction requirements shall be met. No longitudinal construction joints shall be allowed in the wheel path.
- Potholing to find utilities shall be exempt from patching requirements of theseis standards. To be exempt, cuts must be less than two (2) feeoot square with no longitudinal joints in the wheel path and shall be backfilled with CLSM or other City approved fill from twelve (12) inches above the utility to bottom of asphalt.

NEW DEVELOPMENT

These is standard is is are a-minimum standard applicable to all cuts made in existing roadways. For new development, additional requirements may apply. Contact the Public Works Department Development Services Division for specific additional requirements.

TEMPORARY PAVEMENT RESTORATION

Pavement shall be restored with temporary patches before the road is reopened to traffic as defined below. The Permittee shall maintain the temporary patch until the patch has been permanently restored. Gravel surfacing is not acceptable as a temporary patch.

- Immediate Patch: An immediate patch may be used to open the roadway to traffic.
 Immediate patches may include the use of steel plates with signs or be a minimum of two (2) inches thick cold mix asphalt on two (2) inches thick crushed surfacing. Immediate patches will only be allowed while work is being completed and shall be replaced with an interim or permanent patch within seven (7) days after placement. Steel plates shall be pinned and ramped with cold mix asphalt.
- 2. Interim Patch: When a permanent patch cannot be completed within seven (7) days of an immediate patch, an interim patch shall be used to keep the roadway open to traffic. Interim patches shall be a minimum of two (2) inches thick ACP on two (2) inches thick crushed surfacing. Interim patches shall be replaced with a final patch within thirty (30) days after placement.

TESTING & WARRANTY REQUIREMENTS

- 1. Asphalt density testing to meet ninety-two (92) percent maximum theoretical density per AASHTO T-209 (Rice Density) shall be performed by the Permittee. A minimum of one (1) density test shall be performed for each patch. For patches longer than one hundred (100) feet in length, at least one (1) test shall be completed per every one hundred (100) linear feet.
- 2. Base rock density testing within the trench limits to meet ninety-five (95) percent maximum dry density per AASHTO T-180 shall be performed by the Permittee prior to paving. A minimum of one (1) density test shall be performed at top of rock for each patch prior to paving. For patches longer than one hundred (100) feet in length, at least one (1) test shall be completed at the top of rock per every one hundred (100) linear feet.
- Pavement restoration on roadways under all pavement cut standards will have a minimum warranty period of two (2) years. The patch shall be repaired if necessary until the warranty has passed.
- All warranties will become void if the road receives a qualifying pavement treatment within the patching limits.

- 5. All warranty work requires that a City inspector be on site. The Permittee shall be required to coordinate inspection with the City Engineer.
- 8.6. The following defects identified by the City Engineer shall be covered by warranty:
 - a. Sunken pavement patches greater than or equal to one-quarter (1/4) inch (measured by a ten (10) foot straight edge).
 - b. Surface raveling or oxidation due to deficiencies with the asphalt material.
 - c. Poor workmanship.
 - d. Inadequate compaction per City standards.

9.7. Notice of Repairs

- a. If emergency repairs are needed due to safety concerns, the Permittee shall immediately make such repairs and give notice to the City Engineer.
- b. For non-emergency repairs on arterial or collector streets, the Permittee shall have forty-eight (48) hours in which to make such repairs from time of verbal notice by the City Engineer. For residential streets, the Permittee shall have up to seven (7) days to make such repairs.
- c. The City may undertake the repairs if not completed within the specified timeframes above. The City Engineer shall notify Permittee of non-compliance and Permittee shall make all identified repairs within two (2) business days of notification of non-compliance. Repairs involving public safety may be made by the City without notice. Permittee will be assessed all costs associated with the City pregrormed repairs, plus fifteen (15) percent overhead fees.
- d. If repairs are made other than seam sealing to the warranted patch, a new warranty will be implemented for the new patch.

COMPLIANCE

- As part of the notice of noncompliance, the City Engineer will include a notice to comply
 within five (5) working days or all future permits may be denied until the problems have
 been corrected. A meeting shall be arranged with the City Engineer and a plan of action
 to prevent future noncompliance shall be presented before issuance of any new permits.
- 2. An exemption can be applied for in writing to the City Engineer.
- 3. Noncompliance Activities include:
 - a. Failure to obtain a permit.
 - b. Failure to maintain temporary patches.
 - c. Failure to make permanent repairs.
 - d. Failure to make emergency repairs.
 - e. Failure to make warranty repairs.
 - f. Failure to inform the City of asphalt completion date.
 - g. Failure to follow traffic control measures, as required.

h. Failure to meet specified timeline for any repairs.

EXEMPTIONS

- General. A waiver or exemption from the moratorium standards restoration requirements
 may be granted if the City Engineer determines that impacts to vehicle, bicycle, and/or
 pedestrian traffic would negate the public benefit of this standard.
- Capital Improvement Areas. A waiver of the moratorium and full standards restoration requirements may be granted for cutting within roads that are identified within the Oregon City Capital Improvement Plan for resurfacing in that year pursuant to the waiver request provisions below.
- 3. City Owned Projects. City projects will be subject to testing and warranty requirements that are established under the applicable public procurement contracts and are exempt from the testing and warranty requirements of this Standard.
- 4. Waiver Request. Permittees may seek a waiver of theseis Standards as follows:
 - a. Permittee shall submit a waiver request to the City Engineer identifying the proposed project, the impact the project will have on the roadway, the timeline for completion and explaining how all alternative solutions including avoidance have been exhausted.
 - A meeting with the City Engineer to discuss the project may be required and the City may request additional information may be requested from the City.
 - c. The City Engineer <u>shall</u> accept or deny any such request. If a request is accepted, the City Engineer may attach conditions of approval that require additional restoration of the area affected and/or special inspections, the cost of which shall be borne by the Permittee.

COMMENT FORM

PLEASE PRINT CLEARLY

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

Date of Meeting	0620016				
Item Number From Agenda					
NAME:	WILLIAM GIFFORD				
ADDRESS:	Street: 1324 BEAVER LN				
	City, State, Zip: 6000797045				
PHONE NUMBER:	503-723-3456				
E-MAIL ADDRESS:	William @ San All FLAGS. in				
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