



City of Oregon City

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

Meeting Agenda City Commission

Dan Holladay, Mayor
Rocky Smith, Jr., Commission President
Brian Shaw, Carol Pauli, Renate Mengelberg

Wednesday, February 3, 2016

7:00 PM

Commission Chambers

REVISED

6:15 PM - EXECUTIVE SESSION OF THE CITY COMMISSION

Executive Session of the City Commission will be held in the Oregon Trail Conference room and is closed to the public.

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

b. 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.

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

Any remaining Executive Session items not completed prior to 7:00 PM will be continued to immediately following the regular City Commission meeting.

7:00 PM - REGULAR MEETING OF THE CITY COMMISSION

1. **Convene Regular Meeting and Roll Call**
2. **Flag Salute**
3. **Ceremonies, Proclamations, and Presentations**
- 3a. [16-064](#) Clackamas Community College Bond Projects Update
Attachments: [PowerPoint Presentation](#)
[Bond News Flyer](#)
[Campus Profile](#)

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 16-026](#) 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](#)
- 6b.** [16-059](#) Resolution No. 16-03, Calling for an Election to Approve the Change in Status and Construction of Improvements for a Portion of the Wesley Lynn Park Under Section 41 of the Oregon City Charter, and Adopting a Ballot Title
Sponsors: Community Services Director Scott Archer
Attachments: [Staff Report](#)
 [Resolution No. 16-03](#)
 [Parker Knoll Preliminary Design](#)

7. General Business

- 7a.** [16-055](#) Introduction of Ordinance No. 16-1002, Repealing One Section of Chapter 12.08 Section 40 and Adopting a New Chapter 12.32 - Heritage Trees
Sponsors: Community Development Director Tony Konkol
Attachments: [Staff Report](#)
 [Ordinance No. 16-1002](#)
 [Planning Commission Memo](#)
 [Revised Heritage Tree Code](#)
 [Current Heritage Tree Code](#)
- 7b.** [16-057](#) Tourism Grant Process Proposal Update
Sponsors: Economic Development Manager Eric Underwood
Attachments: [Staff Report](#)

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.** [16-036](#) Resolution No. 16-04 Granting an Extension of a System Development Charges (SDC) Carry-Forward for the Hilltop Mall
Sponsors: Public Works Director John Lewis
Attachments: [Staff Report](#)
 [Resolution No. 16-04](#)
 [Extension Request Letter](#)

- 8b. [16-060](#) Intergovernmental Agreement Between The Oregon Department of Transportation (ODOT) and Oregon City for Willamette Falls Legacy Project Transportation Improvements

Sponsors: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Intergovernmental Agreement](#)

- 8c. [PUB 16-001](#) Singer Hill Road Deed of Dedication

Sponsors: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Deed of Dedication](#)

[Area Map](#)

- 8d. [16-054](#) Personal Services Agreement with Wallis Engineering, PLLC in the Amount of \$343,477.00 for the 2016 Oregon City Roadway Reconstruction Projects

Sponsors: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Wallis Engineering Contract Findings](#)

[Personal Services Agreement](#)

[2016 Pavement Rehab Projects Map](#)

- 8e. [16-056](#) Amendment No. 2 to Personal Services Agreement (PS 12-011) with Five Stars International, Ltd. for Municipal Elevator Staffing Services

Sponsors: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Amendment No. 2](#)

- 8f. [16-065](#) Minutes of the December 16, 2015 Regular Meeting

Sponsors: City Recorder Kattie Riggs

Attachments: [Minutes of 12/16/2015](#)

- 8g. [16-066](#) Minutes of the December 23, 2015 Special Meeting

Sponsors: City Recorder Kattie Riggs

Attachments: [Minutes of 12/23/2015](#)

- 8h. [16-067](#) Minutes of the January 6, 2016 Regular Meeting

Sponsors: City Recorder Kattie Riggs

Attachments: [Minutes of 1/06/2016](#)

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.



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Staff Report

File Number: 16-064

Agenda Date: 2/3/2016

Status: Agenda Ready

To: City Commission

Agenda #: 3a.

From:

File Type: Presentation

SUBJECT:

Clackamas Community College Bond Projects Update

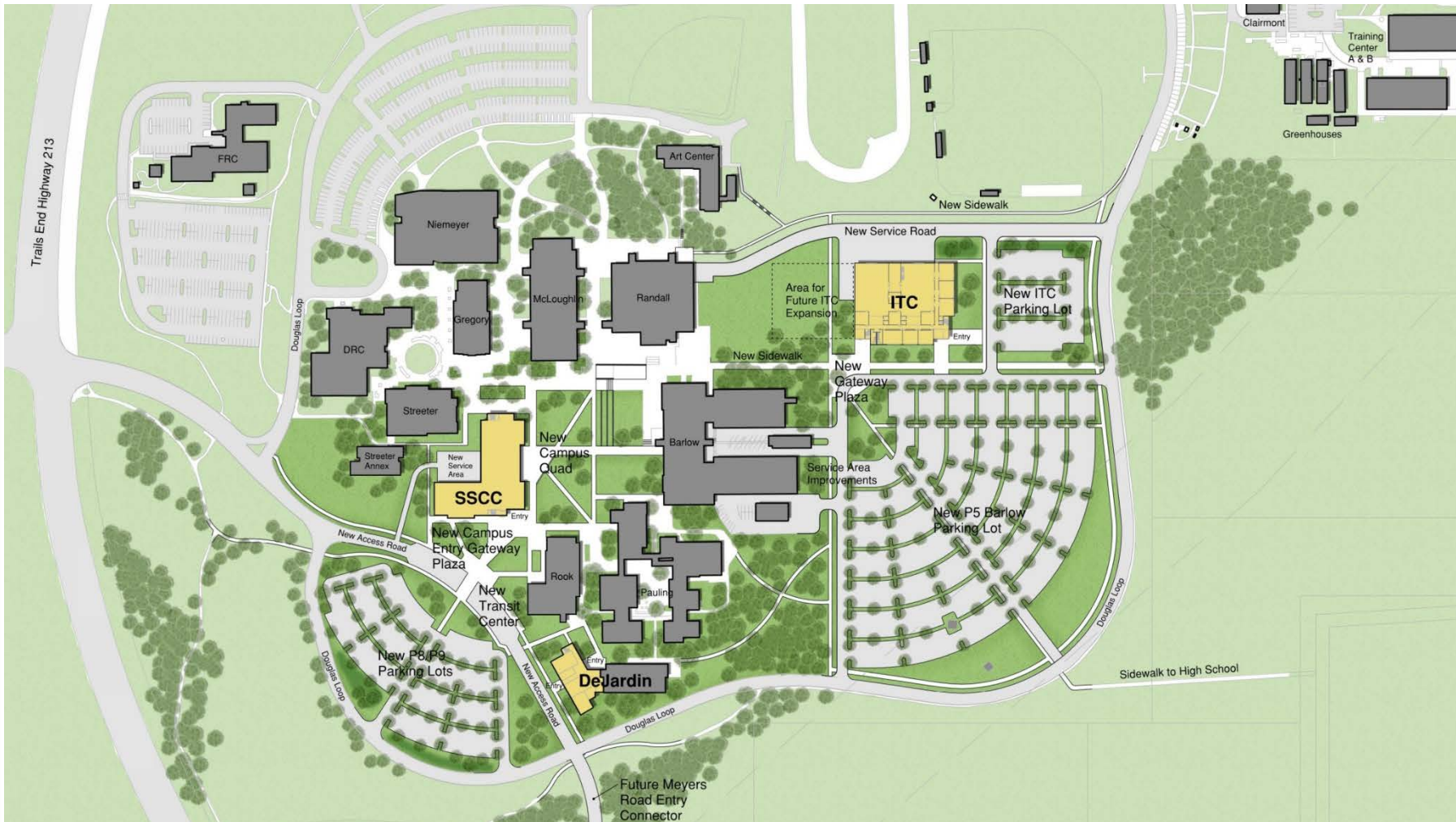
Clackamas Community College Bond Projects



Education That Works



Oregon City Campus Master Plan



Industrial Technical Center

December 2015

Architect approved

January 2016

Programming/planning
begins

February 2016

Schematic designs

May 2016

Design development

August 2016

Construction document

December 2016

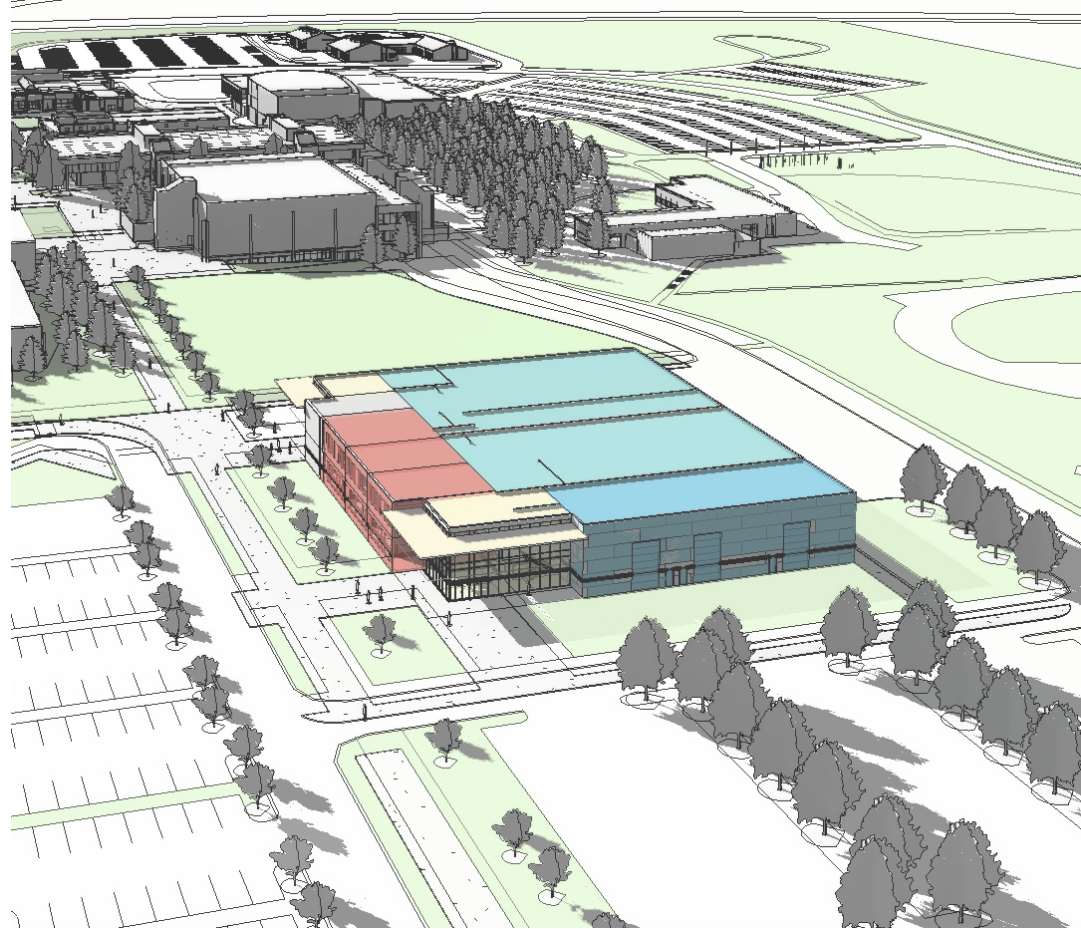
Bidding/permitting

March 2017

Construction begins

Spring 2018

Occupancy & project
completion



DeJardin Science Addition

Site Selection

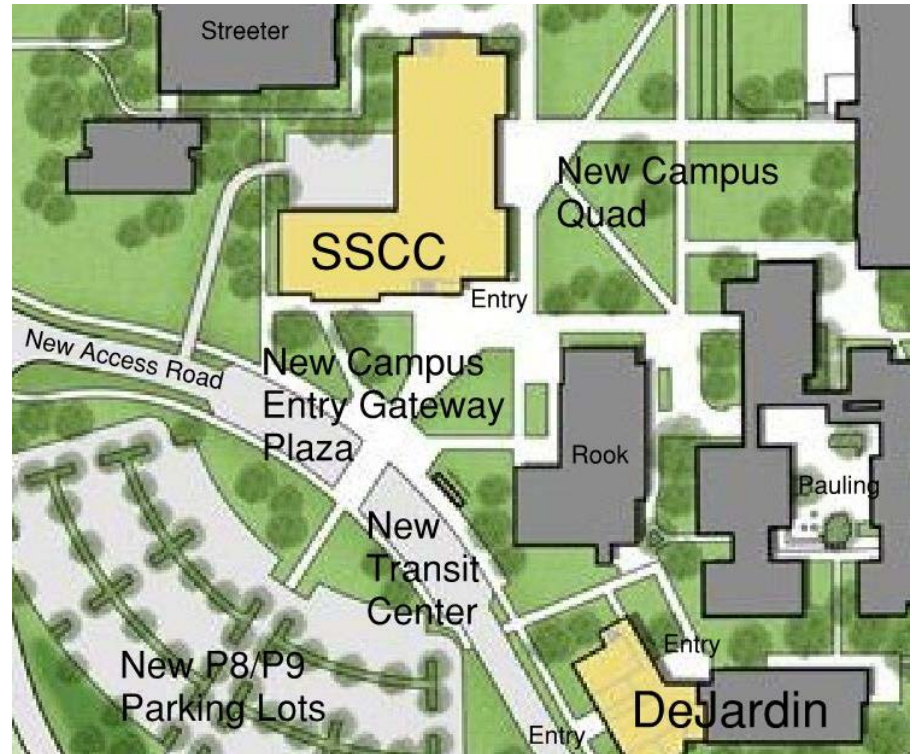
- Internal service efficiency – provides direct connection to existing labs in DeJardin
- Creates greater Science/STEM visibility
- Maintains connections to Pauling



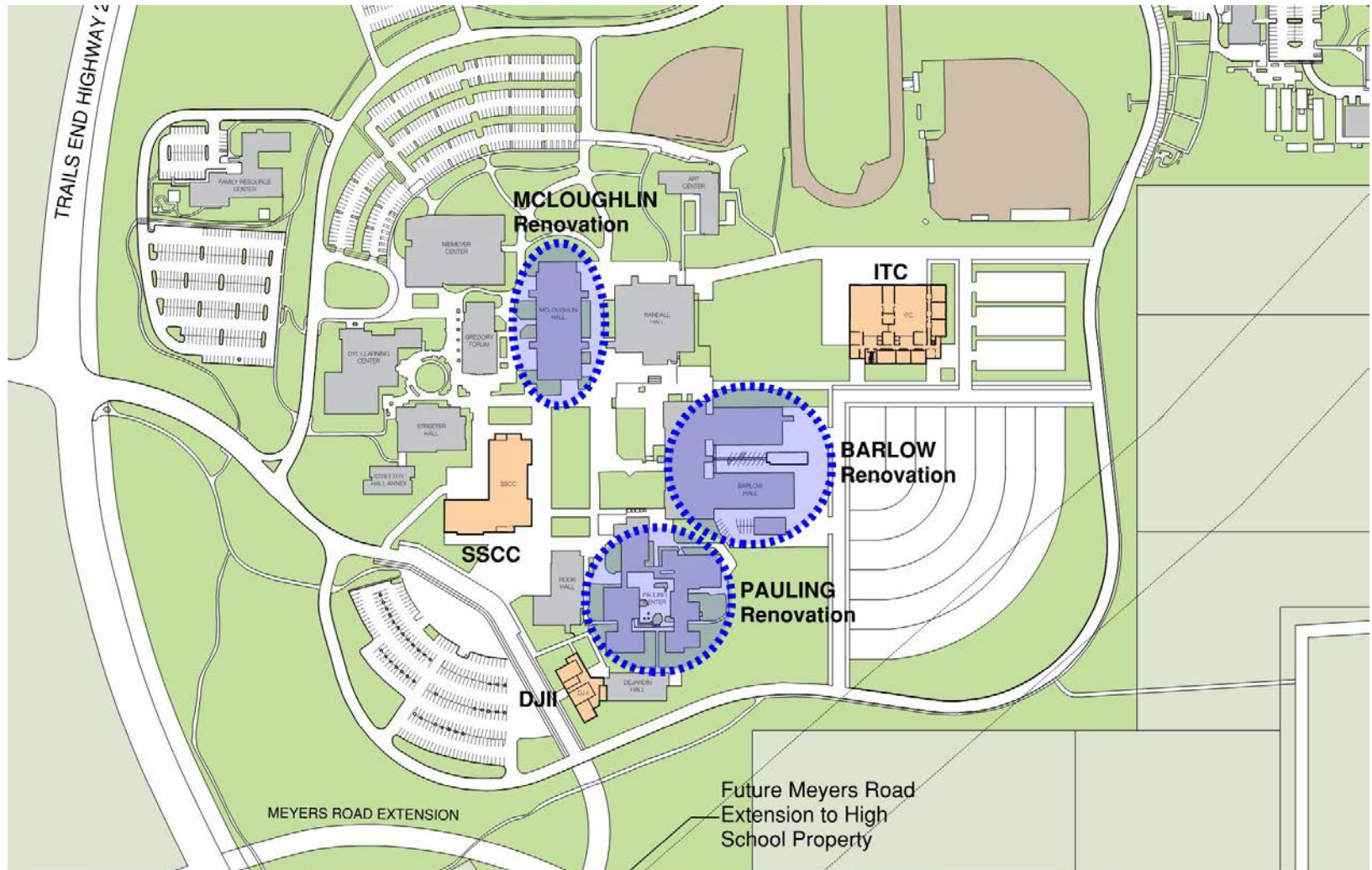
Student Services/Community Center

Site Selection

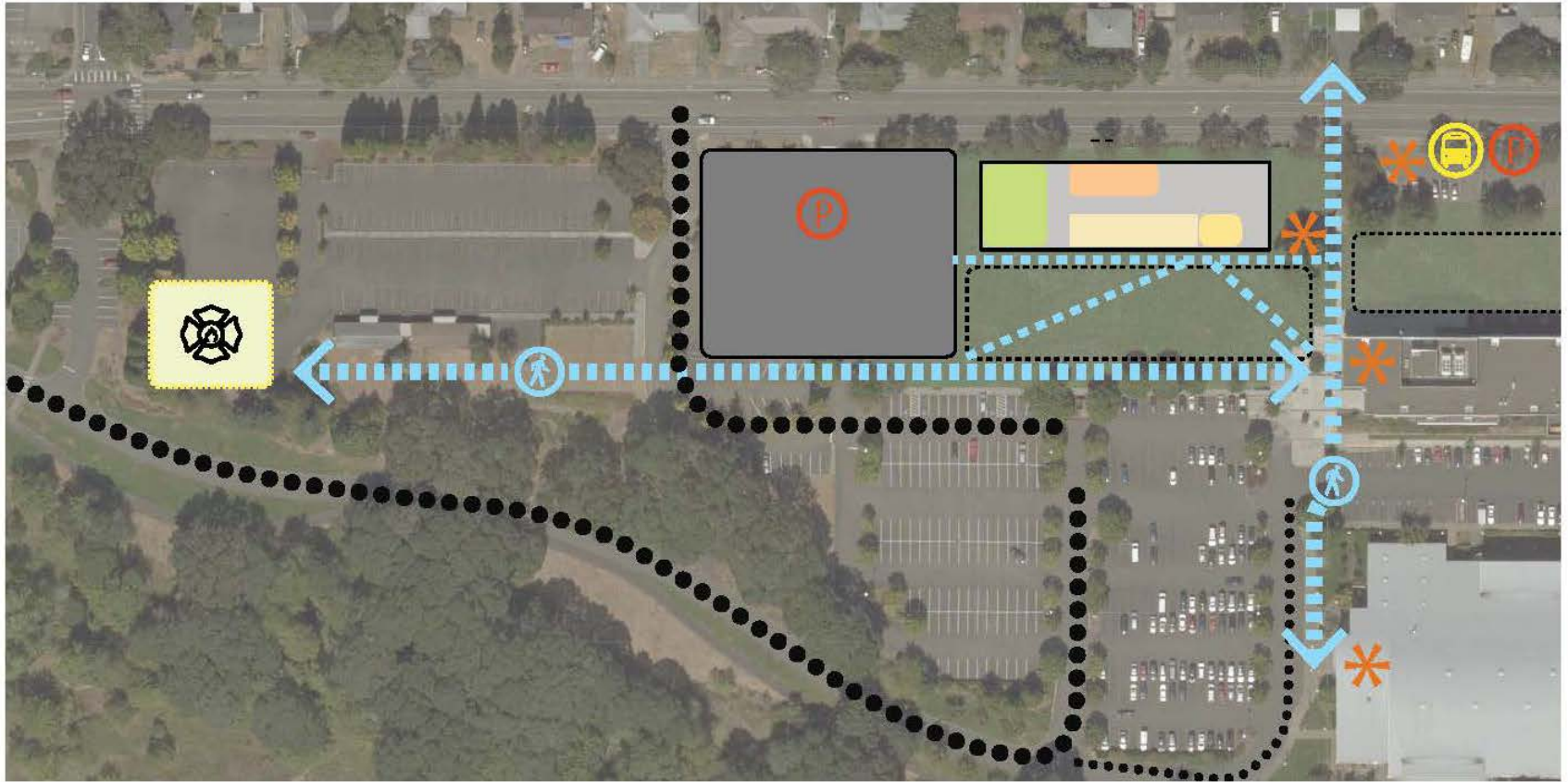
- Defines campus front door
- Defines heart of campus
- Becomes crossroads for many ways through campus
- Highest service need
- Co-locates Student Services
- Multi-use space accessibility for both the public and our students



Facility & Campus Upgrades



Harmony Community Campus



Harmony Phase II



From parking lots



**From Harmony
Phase I front door**



From Harmony Rd

Harmony Phase II Timeline

April 2015: Project kickoff

June 2015: Hennebery Eddy selected as building architects

Fall 2015: Design/Development

Winter 2016: Construction documentation begins

March 2016: General contractor selection

March 16, 2016: **Harmony Community Campus Open House**

March 28, 2016: Final day of classes held in former OIT building

Spring 2016: Abatement/Demolition of former OIT building

Summer 2016: Construction begins

Summer 2017: Move-in process begins

Fall 2017: Occupancy & project closeout

Other Bond-Related Projects

Meyers Road Extension

- Adds third entrance to the Oregon City campus
- Improves connection to Oregon City High School

School District Partnerships

- Provide one-time \$40,000 investments in each of the service area School Districts to strengthen their partnerships with the college

Environmental Learning Center

- Storm water improvements across campus
- Strengthens headwaters of Newell Creek Canyon

Thank You

Questions? Comments?

<http://www.clackamas.edu/bondinformation/>

Save The Date

March 16, 2016 | Open House
Harmony Community Campus

May 21, 2016 | CCC's 50th Birthday Party
Oregon City Campus

Oregon City Campus master plan adopted

In October 2015, the Clackamas Community College Board of Education passed the second reading of a resolution adopting the Oregon City Campus master plan.

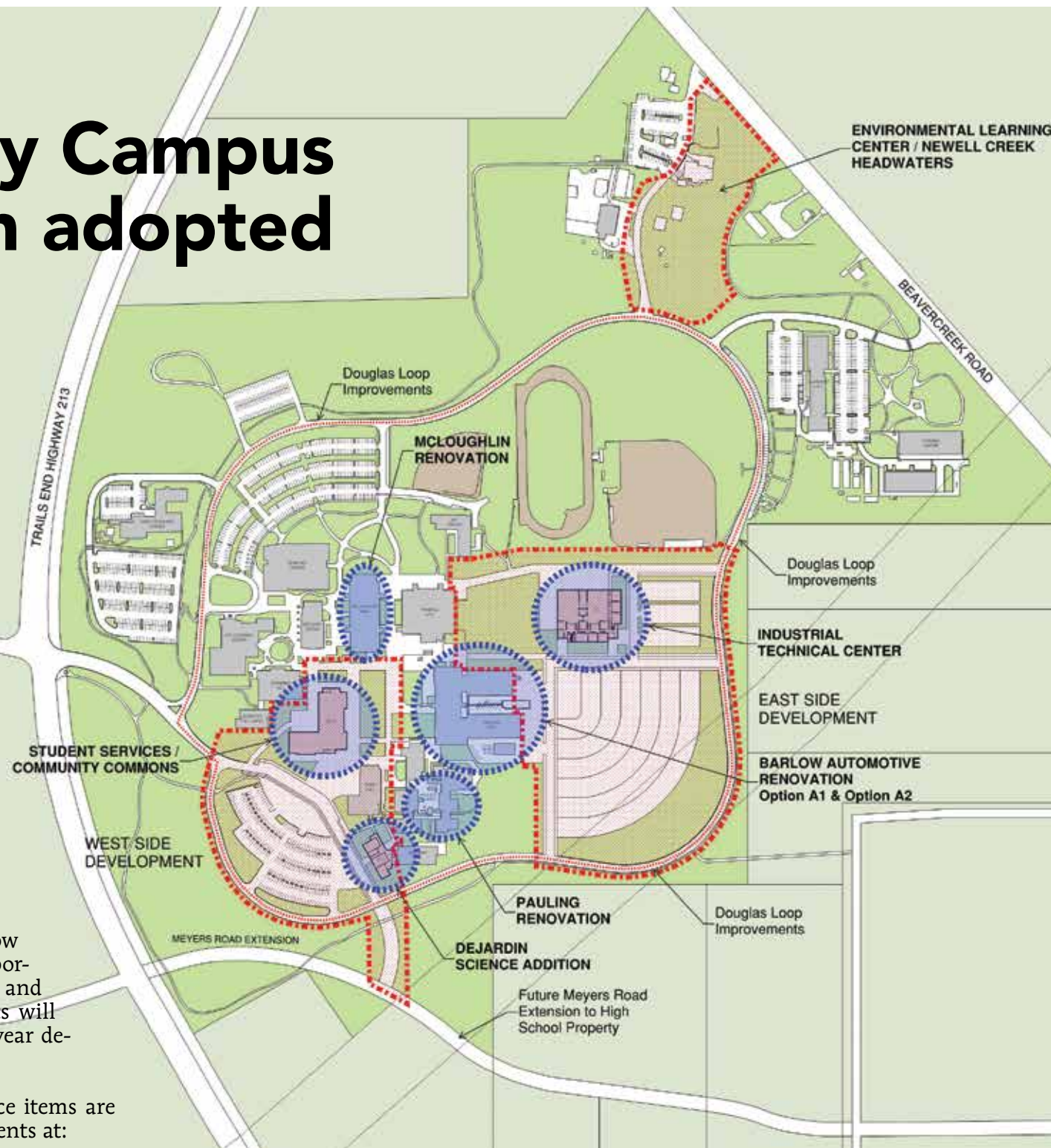
The bond package includes three buildings on the Oregon City Campus (a science building expansion, Student Services Community Commons replacement and the new Industrial Technical Center), infrastructure improvements and major maintenance. Since the passage of the bond, the college hired an architect for the master plan.

The master plan identifies the location of the Industrial Technical Center, DeJardin science addition and the Student Services Community Commons building, along with options for Automotive Science and remodels in Barlow Hall, McLoughlin Hall and Pauling Science Building C.

These buildings will allow CCC to grow and will ensure students will have opportunities for in-demand, living-wage jobs and to pursue transfer degrees. The projects will also allow students to complete a two-year degree at any of the three CCC campuses.

Infrastructure and major maintenance items are also identified. The plan lists improvements at:

- Environmental Learning Center
- Potential partnerships resulting in a wrestling facility
- An arboriculture facility
- Clackamas County Fire District training area



MEYERS ROAD EXTENSION

In the 2008 conditions of approval by the Oregon City Planning Commission, it was noted that the college's main entrance on Highway 213 and Molalla Avenue was often congested. To remedy the congestion, CCC staff has worked with Oregon City to develop the Meyers Road Concept Plan, which was approved by the city in 2015.

RENDERING: COURTESY OPSIS ARCHITECTURE

Citizen Oversight Committee Update

The purpose of the Clackamas Community College Citizen Oversight Committee (COC) is to provide oversight on the implementation of Bond Measure 3-447, approved by voters Nov. 4, 2014. Members represent all areas of the college service district, serve two-year terms and are appointed by the college's Board of Education.

The committee's charge is to:

- Receive regular reports on all bond-related projects
- Ensure the bond projects reflect the community's input and needs
- Advise on and help implement public engagement strategies
- Act as key communicators to constituencies, communities, businesses and civic organizations

The COC first met in April 2015 to discuss its role, affirm the charter and confirm the two co-chairs of the com-

mittee, Jane Reid and Jamie Damon. The COC also formed two subcommittees, one for the Oregon City Campus and one for the Harmony Community Campus, which are comprised of COC members and other community leaders in those areas.

In September 2015, the COC received reports on the Oregon City Master Plan and the Harmony Community Campus Conceptual Plan, as well as other bond-related projects across the three campuses. The two subcommittees also met to receive more detailed reports on those two campuses.

All Citizen Oversight Committee meetings are held in accordance with public meeting law. For the most current information on the COC and future meetings, visit Clackamas.Edu/BondInformation.

Save the date

Upcoming bond related community events



Harmony Phase II Bond Project Update

Saturday, Jan. 16

9-11 a.m.
CCC, 7738 SE Harmony Road

Join us for a conversation about the Harmony Community Campus. There will be a light breakfast and reception 9-9:30 a.m., followed by discussion. Learn about the CCC bond projects and how we are working to grow workforce programs, career pathways and increased general education offerings while reducing transportation barriers.

This is an opportunity to learn more about what is happening from current and future campus stakeholders. Your input and time is appreciated.

Harmony Community Campus Open House

Wednesday, March 16

4-7 p.m.

For more information, contact CCC PIO Lori Hall at 503-594-3162 or lori.hall@clackamas.edu.

Come learn how we are partnering together and the services we provide. We hope you will join us and continue to be a part of this exciting project!

ABOUT OUR CAMPUSES

Clackamas Community College is committed to serve the people of the college district with high quality education and training opportunities that are accessible to all students, adaptable to changing needs, and accountable to the community we serve.

In addition to transfer degree programs that pave the way for an easy transition to a four-year public university, CCC offers certificates and degrees in more than 90 career and technical programs; essential skills classes to prepare students for college; and diverse special events, enrichment programs, and continuing education opportunities.



Student Profile

- **Student Headcount:** 25,793 for 2014-15
- **Total Full-time Equivalence:** 7,071.71 for 2014-15
- **Course offerings:** associate degrees and certificates, college transfer degrees, career technical education, literacy/basic skills, community education, business training, job training, distance learning and partnerships for four-year degree completion programs.
- **Total degree and certificates completed in 2014-15:** 1,547.

Tuition Comparison



Starting a four-year degree at Clackamas Community College can save students thousands of dollars on the cost of their education.

2015-16 Average Cost of Tuition and Fees Comparisons:

- Average Oregon **four-year private university** tuition and fees \$31,791
- Average Oregon **four-year public university** tuition and fees \$8,871
- **Clackamas Community College** tuition and fees \$4,269

Annual tuition and fees at CCC and Oregon four-year public and private universities is based on figures provided by the Oregon Student Access Commission



Student Access

- **Tuition for the 2015-16 school year** is \$87 per credit for in-state students.
- **Financial Aid:** For 2014-15 the total federal and state aid our students received was \$26,269,392. Student loan borrowing decreased by 30% from 2012 to 2014.
- **Scholarships:** For 2014-15 the total in scholarships and waivers our students received was \$1,835,236.
- The **CCC Foundation provided \$623,088** to students, funded through private donations, in 2014-15.

Veterans Services



- An all-Inclusive Veterans Education and Training (VET) Center with dedicated staff & full-time veteran advocates
- Counseling, resources, advising and disability services
- Emergency need-based grants, textbook exchange
- Military transcript & training evaluation for CCC credit
- Co-located with the only Army Strong Community Center in the West
- Student Veterans Club focused on service and peer support
- Military Families Scholarship Endowment



Workforce

- Over the last five years, CCC has offered 907 customized training sections, enrolling 12,900 students, an average of 2,580 annually (course enrollment). In a given year, we serve 50+ area employers.
- In 2014, the Small Business Development Center (SBDC) served 1,369 clients from Clackamas County and veterans in the Portland Metropolitan area. Additionally, the center provided 1,453 free hours of business counseling and assisted with 26 new business start-ups.

**CCC IN OREGON CITY****High School
Connections**

- Out of 25,793 CCC students (total for 2014-15) **4,627 were from the Oregon City area.**
- **467** students graduated from Oregon City High Schools in 2012 and 48% enrolled at CCC in fall 2013.
- **506** Advanced College Credit students from Oregon City High School in 2014-15 earned a total of 6,805 credits, a tuition value of \$547,802.50

High school graduation and credit data is based on figures provided by the Oregon Department of Education.

**Business
Connections**

- **57 Oregon City businesses** were served by the Small Business Development Center in 2014.

Connections with Business and Industry (CBI) is a one-stop business support network serving Clackamas County and beyond.

Our services include:

- Customized Training • Workforce Services
- Small Business Development
- Training on the Job

Contact the CBI Concierge today!

Online: www.clackamas.edu/CBI

Phone: 503-594-3201

Email: cbi@clackamas.edu



as college president.

Clackamas Community College is governed by a Board of Education and has an elected representative for each of the seven zones that make up the college district. *Joanne Truesdell* (CCC class of 1982) serves

CCC has three campuses: Oregon City Campus, Harmony Community Campus, and Wilsonville Campus. We also provide community education classes at many locations across our service district. *At CCC, we provide affordable, accessible education and training that leads to jobs.*



I represent Zone 4, which serves Oregon City and part of West Linn.

My name is **Chris Groener**, Board Member at Clackamas Community College, and I welcome your feedback.

For questions or comments, please call 503-594-3000 or email board@clackamas.edu



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625 Center Street
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Staff Report

File Number: PC 16-026

Agenda Date: 2/3/2016

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 March 2, 2016.

BACKGROUND:

The Planning Commission voted January 25, 2016 to recommend approval of the Beavercreek Road Concept Plan, but tabled their recommendation to February 22, 2016 pending submittal of formal comment into the record from TriMet regarding the plan, and directed Staff to prepare a draft memorandum summarizing the Planning Commission's recommendation on four specific items for consideration when the concept plan moves forward for review by the City Commission:

- 1) TriMet Comments on the concept plan and the need for improved Transit Service to serve the Hwy 213 corridor.
- 2) The need to adopted Alternative Mobility Standards as soon as possible, including how / whether improved transit service will be considered in the process.
- 3) Consideration of revised zoning standards for Cottage Manufacturing and Home Occupations when zoning / use standards are drafted.
- 4) The Functional Classification in the TSP for the portion of Holly Lane that is outside the Oregon City UGB.

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 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.>](http://www.orcity.org/planning/landusecase/le-15-0003-re-adoption-beavercreek-road-concept-plan.>)



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Agenda Date: 2/3/2016

Status: Public Hearing

To: City Commission

Agenda #: 6a.

From: Community Development Director Tony Konkol

File Type: Planning Item

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Staff Report

File Number: 16-059

Agenda Date: 2/3/2016

Status: Public Hearing

To: City Commission

Agenda #: 6b.

From: Community Services Director Scott Archer

File Type: Report

SUBJECT:

Resolution No. 16-03, Calling for an Election to Approve the Change in Status and Construction of Improvements for a Portion of the Wesley Lynn Park Under Section 41 of the Oregon City Charter, and Adopting a Ballot Title

RECOMMENDED ACTION (Motion):

Staff recommends approval of Resolution No. 16-03 and authorizes the City Manager to file the ballot title with the City Recorder.

BACKGROUND:

Icon Construction is proposing to develop a 9-house subdivision directly adjacent to the undeveloped northwestern portion of Wesley Lynn Park and Leland Road. Development of this subdivision, referred to as Parker Knoll, will require the developer to construct a full-width local street on park property. Additionally, the developer needs to construct an underground storm water outfall conveyance system across part of our park property, resulting in a 15-foot storm sewer easement. Though it is on the park property, the adjacent land owner has a legal easement right of access. The City and developer have discussed terms which substantially enhance/improve pedestrian access to the park, as well as providing for future vehicular access to the currently undeveloped portion of the park. City approval for the described easements and access to develop will be conditioned on formal agreement between City and developer for the additional improvements which benefit the City and its park use. The road and utility improvements will be put in at no cost to the City.

Due to the new road construction on park property, which would be dedicated, and the necessary storm water easement on park property, staff believes this requires approval by a vote of the people. The developer would be required to cover costs, if any, related to this ballot measure. Icon has requested this issue be placed on the May 17, 2016 primary election ballot. The City Commission is required to hold a public hearing and adopt a resolution at to place this item on the ballot.

Staff presented this information at the January 12, 2016 Work Session and was asked to bring it forward.



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RESOLUTION NO. 16-03

A RESOLUTION CALLING FOR AN ELECTION TO APPROVE THE CHANGE IN STATUS AND CONSTRUCTION OF IMPROVEMENTS FOR A PORTION OF THE WESLEY LYNN PARK UNDER SECTION 41 OF THE OREGON CITY CHARTER, AND ADOPTING A BALLOT TITLE

WHEREAS, Wesley Lynn Park is a City park located on the south side of the City that was created through the purchase of property for use as a park; and

WHEREAS, Wesley Lynn Park is subject to the protection of Chapter X of the Oregon City Charter, including a prohibition on the change in status of a park or the construction of improvements on park land without a vote of the people; and

WHEREAS, the owner of property adjacent to undeveloped northwestern portion of Wesley Lynn Park, who also has an easement for the use of a portion of Wesley Lynn Park for road purposes; and

WHEREAS, the owner of the property adjacent to the undeveloped northwestern portion of Wesley Lynn Park would like to develop a nine lot subdivision and use the easement area to construct a public road to serve the development and install an underground stormwater drain across a portion of Wesley Lynn Park at no cost to the City; and

WHEREAS, the public road would likely provide future access to Wesley Lynn Park and the stormwater facility may also be used by the Park in the future, but the City is not currently in a position to construct that access or otherwise improve the Park; and

WHEREAS, the City Commission has determined that it would be in the public interest to change the status of a portion of Wesley Lynn Park to allow a portion of Wesley Lynn Park to be used for road and utility purposes; and

WHEREAS, the City Commission considered this matter on January 12, 2016, and, after reviewing the information presented, reached consensus to continue with further City process and subject to this referral; and

WHEREAS, Section 41 of the City Charter of Oregon City requires voter approval of the sale, lease, transfer, or change in status of park land.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. A regular City election is called in and for the City of Oregon City, to be held Tuesday, May 17, 2016. The Clackamas County Clerk shall conduct the election.

Section 2. At that election a measure shall be submitted to the voters of Oregon City to allow the change in status of a portion of Wesley Lynn Park to allow for the construction of a public road and to allow the granting of an easement for stormwater facilities to serve a subdivision on adjacent property and for potential future use by the Park.

Section 3. The City Commission adopts the following ballot title to describe the measure to be placed before the voters at the May 17, 2016 regular City election. The City Manager is directed to file the following ballot title with the City Recorder:

Measure No. _____:

CAPTION: Changes status of Wesley Lynn Park; allows easement, public road.

QUESTION: Shall the status of a portion of Wesley Lynn Park change to allow construction of a public road and utilities?

SUMMARY: The City Charter requires voter approval for the change in status of a city park and to allow improvements (other than for recreation) in a park. A property owner who owns the property adjacent to the northwest of an undeveloped portion of Wesley Lynn Park wishes to develop a nine lot subdivision and would like to use a portion of the park to build a public road and install utilities at no cost to the City. The road would be located largely in an existing easement and would likely also serve the park in the future, but the City is not in a position to develop the park at this time. In addition, the developer would be granted a fifteen foot wide easement to allow the installation of an underground stormwater drainage facility. Approval of this measure would allow the construction of a public road and utilities in the park, but would not foreclose the use of those roads and utilities by the park in the future or impact the current use of the park.

Approved and adopted at a regular meeting of the City Commission held on the 3rd day of February 2016.

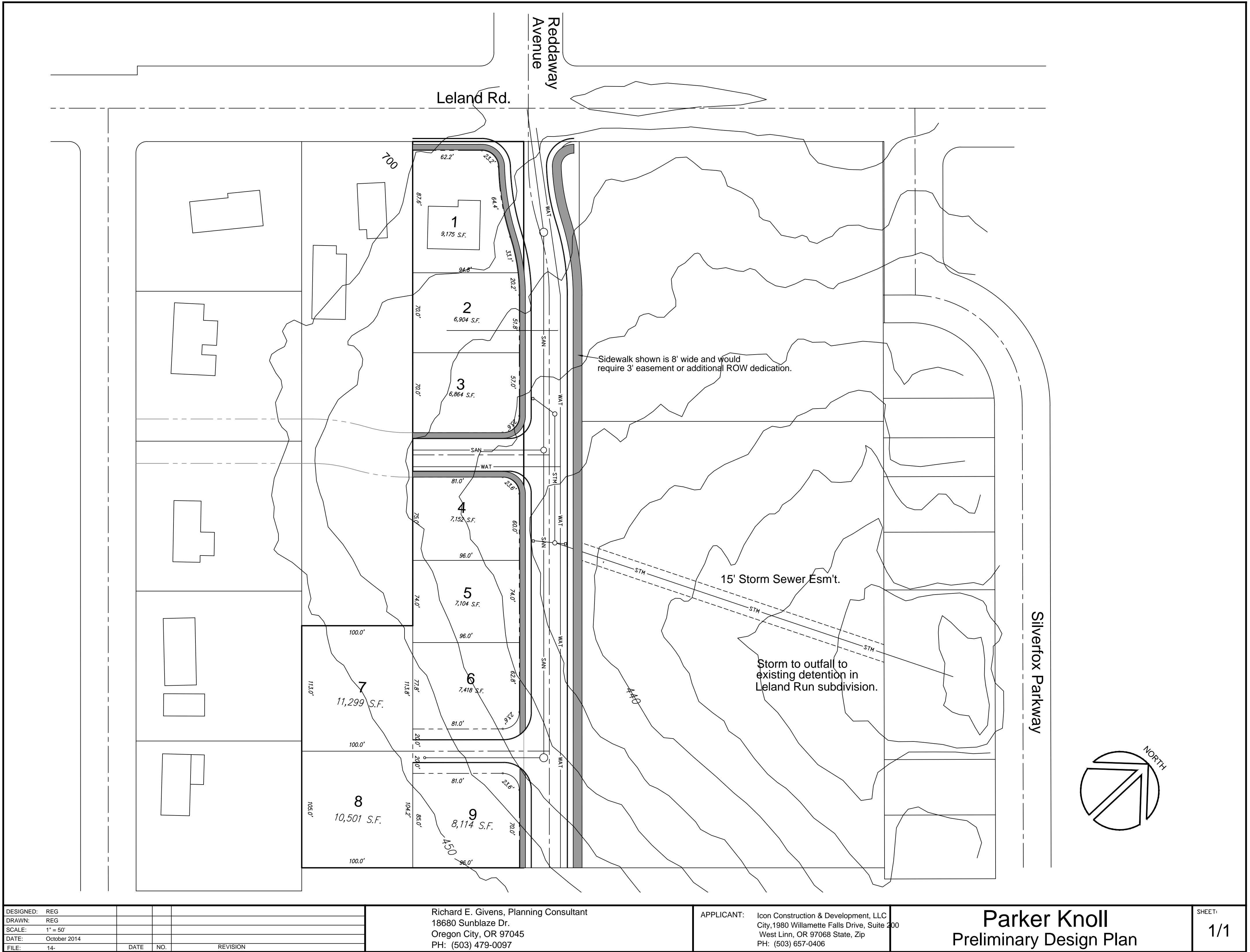
DAN HOLLADAY, Mayor

Attested to this 3rd day of February 2016:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney





City of Oregon City

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

Staff Report

File Number: 16-055

Agenda Date: 2/3/2016

Status: Agenda Ready

To: City Commission

Agenda #: 7a.

From: Community Development Director Tony Konkol

File Type: Ordinance

SUBJECT:

Introduction of Ordinance No. 16-1002, Repealing One Section of Chapter 12.08 Section 40 and Adopting a New Chapter 12.32 - Heritage Trees

RECOMMENDED ACTION (Motion):

Adopt Ordinance No. 16-1002, amending Oregon City's Heritage Tree Ordinance (OCMC 12.08.040 - Heritage Trees and Groves).

BACKGROUND:

The Planning Commission and Natural Resources Committee recommend approval of the revisions to the Heritage Tree Ordinance.

The Planning Commission recommended approval of the proposed revisions on December 14, 2015. At the direction of the City Commission, between June and October 2014, planning staff and the Natural Resources Committee (NRC) drafted amendments to the Heritage Tree Code.

The purpose of this Code is to recognize, foster appreciation and provide for voluntary protection of heritage trees. The proposed revisions provide clearer guidance to staff and applicants regarding this process.

A primary concern for the Planning Commission is the provision of incentives for property owners to voluntarily designate heritage trees. Please see the attached memorandum with recommendations from the Planning Commission regarding this concern.

To date, there have been five Heritage Tree and one Heritage Grove nominations approved by the City Commission. See <http://www.orcity.org/planning/heritage-trees-and-groves> for details.



City of Oregon City

625 Center Street
Oregon City, OR 97045
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Staff Report

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To date, there have been five Heritage Tree and one Heritage Grove nominations approved by the City Commission. See <http://www.orcity.org/planning/heritage-trees-and-groves> for details.

ORDINANCE NO. 16-1002

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING THE OREGON CITY MUNICIPAL CODE BY REPEALING ONE SECTION OF CHAPTER 12.08 - PUBLIC AND STREET TREES: SECTION 12.008.040 – HERITAGE TREES AND GROVES; AND ADOPTING A NEW CHAPTER: 12.32 – HERITAGE TREES.

WHEREAS, the City of Oregon City wishes to recognize, foster appreciation and provide for voluntary protection of Heritage Trees; and

WHEREAS, the City Commission directed the Natural Resources Committee to review and revise the current Heritage Tree Code; and

WHEREAS, the proposed revisions provide improved definitions, criteria and processes to guide nomination and designation of heritage trees and stands throughout the City; and

WHEREAS, the Oregon City Natural Resources Committee and Planning Commission have reviewed the proposed amendments to the Heritage Tree Code and recommend their approval to the City Commission.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Section 12.08.040 of the Oregon City Municipal Code is repealed in its entirety.

Section 2. A new Chapter entitled Heritage Trees is hereby created within the Oregon City Municipal Code as Chapter 12.32.

Read for the first time at a regular meeting of the City Commission held on the 3rd day of February 2016, and the City Commission finally enacted the foregoing Ordinance this ____th day of _____ 2016.

DAN HOLLADAY, Mayor

Attested to this ____ day of _____ 2016,

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Attachment:

A. Revised Heritage Tree Ordinance



MEMORANDUM

To: City Commission
From: Planning Commission
Re: Revised Heritage Tree Code
Date: January 26, 2016

Dear Mayor Holladay and City Commission:

On December 14, 2015 the Planning Commission recommended approval of revisions to the Heritage Tree standards in Chapter 12.08.040 of the Oregon City Municipal Code. The code language has been previously reviewed and recommended by the Natural Resources Committee.

The City Commission will review the Planning Commission's recommendation on February 3, 2016. A Heritage Tree designation is public recognition that such duly designated trees are valued by all residents of Oregon City and have special heritage status.

A primary concern for the Planning Commission is the lack of incentives for property owners to voluntarily designate heritage trees. Thus, the Planning Commission's recommendation of approval includes a strong recommendation that the Heritage Tree program provide incentives, including grants funded by the mitigation tree funds or other sources.

Since the cost of large tree maintenance can be considerable these incentives could be potentially be used for technical assistance and professional tree maintenance services to preserve and prolong the life of designated heritage trees, which in turn could incentivize the voluntary designation of heritage trees. The use of incentives is an important component of a complete program, however the adoption of the revised code is a first step in the process.

The City Commission agenda containing this item has been circulated to the Parks and Recreation Advisory Committee (PRAC), Natural Resources Committee (NRC) and Citizen Involvement Committee (CIC).

CHAPTER 12.32 – HERITAGE TREES.

- 12.32.010 - Purpose
- 12.32.020 – Definitions
- 12.32.030 – Nomination Process
- 12.32.040 – Review Process
- 12.32.050 - Criteria for Designation
- 12.32.060 – Protection of Heritage Trees and Stands
- 12.32.070 – Recognition of Heritage Trees and Stands
- 12.32.080 – Removal of Heritage Tree or Stand Designation

12.32.010 - Purpose.

A. The purpose of this chapter is to recognize, foster appreciation and provide for voluntary protection of certain trees, because of their age, species, natural resource value, ecological or historical association, are of special importance to the city. These trees may grow on private or public property.

B. In particular, the following trees are considered significant, and therefore will be eligible for heritage tree nomination in Oregon City, if they meet the minimum size requirements of the table below:

Tree Eligibility based on Size

<i>Common Name</i>	<i>Species</i>	<i>Size (d.b.h)*</i>
Oregon white oak	<i>Quercus garryana</i>	8"
Douglas-fir	<i>Pseudotsuga menziesii</i>	18"
Western red cedar	<i>Thuja plicata</i>	12"
Ponderosa pine	<i>Pinus ponderosa</i>	12"
Western yew	<i>Taxus brevifolia</i>	6"
Pacific dogwood	<i>Cornus nuttallii</i>	5"
Other broadleaf tree species		20"
Other conifer trees		18"

*d.b.h = Diameter at Breast Height, means a measurement of the trunk or stem diameter of a mature tree at a height 4.5 feet above the ground level at the base of the tree.

12.32.020 – Definitions.

A. "Hazardous or diseased tree" means a tree that has a naturally occurring disease that is expected to kill the tree or that presents a significant risk to life or property as determined by a certified arborist. To the extent that the community development director determines that the hazardous or diseased condition of the tree is the result of intentional action, the removal of that tree shall require mitigation pursuant to Section 17.41.060. An otherwise healthy tree that may become a hazard to a proposed future development shall not be considered a hazardous tree.

Hazardous trees may include, but are not limited to dead, diseased, broken, split, cracked, leaning, and uprooted trees. A tree harboring communicable diseases or insects of a type that could infest and cause the decline of adjacent or nearby trees may also be identified as a hazardous tree.

B. "Heritage Stand" means a group of two or more trees that have been designated by the city as having unique importance, subject to the Heritage Tree Regulations of Section 12.08.040.

C. "Heritage Tree" means a tree that has been designated by the city as having unique importance, and subject to the Heritage Tree Regulations of Section 12.08.050. Where a grouping of two or more Heritage Trees has been so designated, the term Heritage Stand may be used.

D. "Imminent hazard tree" means a hazardous tree — all or more than thirty percent of which has already fallen or is estimated to fall within seventy-two hours into the public right-of-way or onto a target that cannot be protected, restricted, moved, or removed. (See also Tree, Hazard.) Determination of Imminent Hazard is made by the City of Oregon City Public Works or Emergency Personnel, a PGE forester, or a certified arborist.

E. "Native Tree" or "Native Tree Stand" refers to a regulated native tree or stand of trees that are defined as such on the Oregon City Native Plant List or Portland Native Plant List. Significant native trees are those that contribute to the landscape character of the area.

F. "Tree Stand" means a stand of three or more trees which together create a mutual canopy continuous over eighty or more percent of the area within the boundaries of the stand.

12.32.030 – Nomination Process.

A. General Procedure.

1. A tree or stand of trees may be nominated for consideration as a heritage tree or heritage stand by any citizen. The tree or stand of trees may be located anywhere in the city, regardless of whether the property is public or private, or if it is within a right-of-way.
2. The Community Development Director shall prepare a staff report, and forward a staff recommendation to the Natural Resources Committee.
3. The Natural Resources Committee shall review the nomination and staff report at a regular meeting and make a recommendation regarding the nomination to the City Commission. In the absence of a functioning Natural Resources Committee then the Community Development Director shall forward the nomination directly to the City Commission.
4. The City Commission shall make the final decision on all nominations based on the criteria identified in this chapter.

B. Consent of Owner.

1. Depending on the ownership or jurisdiction of the property on which the nomination occurs, the following shall apply.

a. Nominations for trees or tree stands on city owned property, other than right-of-way, may be submitted by any citizen of Oregon City and the City Commission shall make the final decision following the general procedure identified in subsection (A) above. If the nomination is for a city park, the Parks and Recreation Advisory Committee shall also review the nomination and provide an advisory opinion prior to the Natural Resources Committee recommendation to the City Commission.

b. Nominations for trees or tree stands located in city public right-of-ways, including alleys, may be submitted by any citizen and the City Commission shall make the final decision following the general procedure identified in subsection (A) above. However, the abutting property owner responsible for the care and maintenance of the nominated tree pursuant to section 12.08.025 of this code shall be notified of the nomination by the citizen making the nomination. The consent of the abutting property owner shall be a consideration by the City Commission in their decision; however, the failure of the abutting property owner to receive the notice of nomination or to consent to the nomination shall not affect the final determination by the City Commission.

c. Nominations for trees or tree stands on property owned by other public agencies that are not the city (for example, Clackamas County, the Oregon Department of Transportation, Urban Renewal Agency), shall require the written consent of the applicable public agency before the nomination is considered by the city.

d. Nominations for trees or tree stands located on private property may only be submitted by the property owner or if accompanied by the property owner's written consent.

C. Nomination Submittal Requirements.

1. Trees and stands of trees shall be nominated by completing a form provided by the Community Development Director and attaching the required information.

2. For individual trees, the applicant shall provide, at a minimum, the size, age, diameter, species and condition of the tree. For a stand of trees, the nomination shall be accompanied by sufficient information, such as a stand health report, that describes the overall condition of the stand.

3. The nomination shall include a narrative explaining how the tree or stand of trees meets the review criteria identified in section 12.32.050 of this chapter.

4. The nomination shall be accompanied by the written consent of the property owner or agency as described in section 12.32.030(B) of this chapter.

5. The Community Development Director may request further information from the applicant to support the nomination request.

12.32.040 – Review Process.

A. Completeness Review.

1. Within thirty days of receipt of the application, the community development director shall complete an initial review and issue a written statement to the applicant indicating whether the application is complete enough to process, and if not, what information must be submitted to make the application complete for review.
2. The applicant has one hundred eighty days from the date the application was made to submit the missing information or, on the one hundred eighty-first-day, the application shall be rejected and all materials (except one copy of the application) returned to the applicant. If the applicant submits the requested information within the one hundred eighty-day period, the community development director shall again verify whether the application, as augmented, is complete. If the new information does not result in a complete application, the community development director shall issue a written statement to the applicant identifying the missing information.
3. The application shall be deemed complete for the purpose of this section upon receipt by the community development director of:
 - a. All the missing information;
 - b. Some of the missing information and written notice from the applicant that no other information will be provided; or
 - c. Written notice from the applicant that none of the missing information will be provided.

B. Natural Resource Committee Review and Recommendation.

1. Within 60 days of deeming the application complete, the community development director shall schedule the nomination for review by the natural resources committee (NRC) at a regularly scheduled meeting, with notice to the general public, applicant and the property owner.
2. If the nominated tree or tree stand is located on city right-of-way or other property under city jurisdiction, notice of the NRC meeting shall be provided to the chair of any recognized neighborhood association in which the tree or stand is located, as well as to the abutting property owner if located in a right-of-way and to the parks and recreation advisory committee (PRAC), if located in a city park.
3. The community development director shall prepare a report analyzing the nomination pursuant to the criteria in this chapter and shall include a staff recommendation to support or not support the nomination.
4. The natural resources committee shall review the nomination and provide a recommendation to the city commission for a final decision. If the natural resources committee is not functioning

or is inactive, the community development director shall provide a recommendation directly to the city commission.

C. City Commission Decision.

- a. Within 30 days following the NRC meeting, the City Commission shall review all Heritage Tree and Stand recommendations forwarded to them by the NRC at a public meeting.
- b. Notice of the city commission meeting shall be provided to the general public, the nominating applicant, the property owner or abutting property owner (if located on city right-of-way), the chair of any recognized neighborhood association in which the tree or stand is located, and the PRAC, if applicable.
- c. After considering any recommendations by city committees, the staff report and any testimony by interested persons, the city commission shall vote to approve or deny the nomination.

D. Designation.

Following approval by the City Commission, the designation shall be completed pursuant to the following procedures.

- a. For private property, the designation shall be complete upon the property owner's execution of a restrictive covenant running with the land for the benefit of the city and suitable for recordation by the city. The covenant shall describe the subject property, generally describe the location of the heritage tree or stand of trees, and covenant that the tree or stand of trees is protected as a "Heritage Tree" or "Heritage Stand" by the City of Oregon City and therefore subject to special protection as provided in this chapter.
- b. If the tree or stand of trees is located on city right-of-way, the designation shall be complete upon the staff's listing of the tree or stand of trees on the City of Oregon City Heritage Tree and Stand records and official maps. The city shall condition any future property owner-requested vacation of the public right-of-way upon the execution of a protective covenant in accordance with subsection a., above, which shall be recorded by the city upon the vacation of the right-of-way.
- c. For designation of heritage trees and stands on city parks and other city owned property, the designation shall be complete upon the City Commission's approval of the nomination and any documents determined by the commission to be legally necessary to ensure the preservation of the heritage tree or stand of trees, whether this be in the form of a restrictive covenant, or other instrument or agreement applicable to the specific site.
- d. For designation of heritage trees and stands on public property or right-of-way other than city property or right-of-way, the designation shall be complete upon the City Commission's approval of the nomination and any documents determined by the commission to be legally necessary to ensure the preservation of the heritage tree or stand of trees, whether this be in the form of a restrictive covenant, or other instrument or agreement applicable to the specific site.

12.32.050 - Criteria for Designation.

A. The city commission may designate a tree or stand of trees as a Heritage Tree or Heritage Stand if the commission, determines that the tree or stand of trees is consistent with a positive balance of the factors set forth below.

1. Heritage Criteria (at least one heritage criterion must be met)

- a. The tree or stand of trees is associated with events that have made a significant contribution to the broad pattern of Oregon City's history; or
- b. The tree or stand of trees is associated with the life of a person or group of historic significance to Oregon City; or
- c. The tree or stand of trees represents a significant and distinguishable presence within Oregon City; or
- d. The tree or stand of trees has age, size, or species significance (horticultural or ecological), which contributes to Oregon City's heritage status;

2. Site and Condition Criteria (all criteria must be satisfied)

- a. A certified arborist, forester, or ecologist has determined in a written report that the tree or stand trees is not irreparably damaged, diseased, hazardous or unsafe or the applicant is willing to have the tree or stand of trees treated by a certified arborist, forester or ecologist and the treatment will alleviate the damage, disease or hazard;
- b. The tree species is not listed as invasive on any regionally accepted plant list;
- c. If the proposed heritage tree or stand is located on private property or on public property owned by a public agency other than the City of Oregon City, the property owner or, if the tree or stand of trees is located on a public right-of-way, the abutting private property owner consents to the designation and agrees to sign a protective covenant.

12.32.060 – Protection of Heritage Trees and Stands.

A. No Heritage Tree or Stand may be removed, topped, or otherwise altered unless permitted by this section.

B. An application to remove a Heritage Tree or Stand shall demonstrate that the burden imposed on the property owner, or, if the tree is located within the public right-of-way under city jurisdiction, then the burden imposed on the city by the continued presence of the tree, outweighs the public benefit provided by the tree. For the purposes of making this determination, the following tree impacts shall not be considered unreasonable burdens on the property owner, or if appropriate, the city:

- 1. View obstruction;

2. Routine pruning, leaf raking and other maintenance activities; and
 3. Infrastructure impacts or tree hazards that can be controlled or avoided by appropriate pruning or maintenance.
- C. If the tree is permitted to be removed due to poor health or hazard as determined in a certified arborist's report and as approved by the city, the applicant shall be required to mitigate for the loss of the tree pursuant to Table 12.08.035.
- D. Any person who removes a Heritage Tree or Stand in violation of this chapter shall be subject to the penalties provided in this chapter.

12.32.070 – Recognition of Heritage Trees and Stands

- A. A heritage tree plaque may be designed and furnished by the city to the property owner or, if the tree is in the public right-of-way, to the appropriate city official, of a designated heritage tree or stand. The city may charge a fee to cover the costs of the providing the plaque. The plaque shall be posted at a location at or near the heritage tree or stand and, if feasible, visible from a public right-of-way.
- B. The community development director shall maintain a list and map of designated heritage trees and stands.

12.32.080 – Removal of Heritage Tree or Stand Designation

1. A designated heritage tree or stand may have that designation removed if the tree or stand dies or is removed pursuant to this chapter. If removed from private property, the city shall record a document extinguishing the covenant.

12.08.040 - Heritage Trees and Groves.

- A. Purpose. Certain trees, because of their age, species, natural resource value, ecological or historical association, are of special importance to the city. These trees may live on private or public property.
1. The purpose of this chapter is to recognize, foster appreciation and provide for voluntary protection of Heritage Trees.
 2. In particular, the following trees are shall be considered significant, and therefore eligible for heritage tree nomination in Oregon City, if they meet the minimum size requirements of the table below:

Tree Eligibility based on Size

Species	Common Name	Size (d.b.h)
Quercus garryana	Oregon white oak	8"
Pseudotsuga menziesii	Douglas-fir	18"
Thuja plicata	Western red cedar	12"
Pinus ponderosa	Ponderosa pine	12"
Taxus brevifolia	Western yew	6"
Other deciduous and horticultural tree species		20"
Other evergreen and conifer trees		18"

- B. Recommendation.
1. Any citizen may recommend tree(s) to be designated as a Heritage Tree or Grove. If the proposed Heritage Tree or Grove is located on property other than city property or public right-of-way under city jurisdiction, the recommendation shall be submitted by the property owner or accompanied by the property owner's written consent. If the proposed Heritage Tree or Grove is located on city property or public right-of-way under city jurisdiction, the recommendation shall be submitted to the community development director; if the recommendation is consented to by the city, the community development director shall submit the recommendation to the city commission.
 2. Recommendation shall be made on such form as required by the community development director. The recommendation form shall include a narrative explaining why the tree qualifies for Heritage Tree or Grove status pursuant to the definition in subsection 1. and the written consent of the property owner as described in subsection 1., of this section.
- C. Review Process.

1. The city commission shall review all Heritage Trees and Grove recommendations at a public meeting. Notice of the meeting shall be provided to the recommending applicant, the property owner (unless the recommended tree or grove is located on public right-of-way under city jurisdiction, in which event notice shall be given to the community development director), the chair of any recognized neighborhood association in which the tree or grove is located, and the parks and recreation advisory committee (PRAC), if applicable.
2. Staff shall prepare a report for the city commission analyzing whether the tree or grove complies with the requirements for designation.
3. After considering the staff report and any testimony by interested persons, the city commission shall vote on the recommendation.
4. Following approval by the city commission:
 - a. If the tree or grove is located on private property, the designation shall be complete upon the property owner's execution of a covenant running with the land suitable for recordation by the city. The covenant shall describe the subject property, generally describe the location of the heritage tree or grove, and covenant that the tree or grove is protected as a "Heritage Tree" or "Heritage Grove" by the City of Oregon City and is therefore subject to special protection as provided in this Title.
 - b. If the tree or grove is located on public right-of-way, the designation shall be complete upon the Staff's listing of the tree or grove on the city Heritage Tree and Grove records.
 - c. If the tree or grove is located on the public right-of-way, the city shall condition any future property owner-requested vacation of the public right-of-way upon the execution of a covenant in accordance with subsection a., above, which shall be recorded by the city upon the vacation of the right-of-way.

D. Criteria.

1. The city commission may designate a tree or grove as a Heritage Tree or Heritage Grove if the commission determines that the following criteria are met:
 - a. The tree or grove is of landmark importance to the City of Oregon City due to age, size, species, horticultural quality or historic importance; or
 - b. It is listed as a State Heritage Tree, as designated by the state division of forest resources; or
 - c. It is a rare species, or provides a habitat for rare species of plants, animals or birds; and
 - d. The tree is not irreparably damaged, diseased, hazardous or unsafe, or the applicant is willing to have the tree treated by an arborist and the treatment will alleviate the damage, disease or hazard;

E. Protection of Heritage Trees and Groves.

1. No Heritage Tree or Grove may be removed, topped, or otherwise altered unless permitted by this section.
2. An application to remove a Heritage Tree or Grove shall demonstrate that the burden imposed on the property owner, or, if the tree is located within the public right-of-way under city jurisdiction, then the burden imposed on the city by the continued presence of the tree outweighs the public benefit provided by the tree. For the purposes of making this determination, the following tree impacts shall not be considered unreasonable burdens on the property owner, or if appropriate, the city:
 - a. View obstruction;
 - b. Routine pruning, leaf raking and other maintenance activities; and

- c. Infrastructure impacts or tree hazards that can be controlled or avoided by appropriate pruning or maintenance.
- 3. Unless the tree is permitted to be removed due to poor health or hazard pursuant to Section 12.08.042, the applicant shall be required to mitigate for the loss of the tree pursuant to Table 12.08.042.
- 4. Any person who removes a Heritage Tree or Grove in violation of this chapter shall be subject to the penalties provided in this chapter.
- F. Recognition of Heritage Trees and Groves.
 - 1. A Heritage Tree plaque may be designed and furnished by the city to the property owner, or if the tree is in the public right-of-way, to the appropriate city official, of a designated Heritage Tree or Grove. The city may charge a fee to cover the costs of the providing the plaque. The plaque shall be posted at a location at or near the tree or grove and, if feasible, visible from a public right-of-way.
 - 2. The community development director shall maintain a list and map of designated Heritage Trees and Groves.
- G. Removal of Heritage Tree or Grove Designation.
 - 1. A Heritage Tree or Grove may be removed from designation if it dies or is removed pursuant to this chapter. If removed from private property, the city shall record a document extinguishing the covenant.

(Ord. No. 08-1014, 7-1-2009)



City of Oregon City

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

Staff Report

File Number: 16-057

Agenda Date: 2/3/2016

Status: Agenda Ready

To: City Commission

Agenda #: 7b.

From: Economic Development Manager Eric Underwood

File Type: Report

SUBJECT:

Tourism Grant Process Proposal Update

RECOMMENDED ACTION (Motion):

It is recommended that the City Commission allocate five thousand dollars (\$5,000) in transient room tax revenue for the purpose of awarding grants for the 2016 grant cycle and reserve the remaining funds to allocate toward future implementation of the Oregon City Tourism Action Plan (OCTAP) once it has gone through a thorough public process and has been approved.

BACKGROUND:

At a regularly scheduled City Commission meeting on December 8, 2015, staff presented several options for awarding tourism grants during the 2016 grant cycle in light of the pending Oregon City Tourism Action Plan (OCTAP) that was presented in draft form in October, 2015. The options presented were as follows:

1. Award grants as usual in 2016 and implement any one of the staff-suggested changes in the tourism grant review process for the 2017 grant cycle.
2. Implement one of the staff-suggested changes in the tourism grant review process for the 2016 grant cycle.
3. Suspend the awarding of tourism grants for the 2016 grant cycle but refine, adopt and implement OCTAP for 2017.
4. Grant a percentage of transient room tax funds to tourism projects in 2016 and reserve the remaining portion for allocation toward future implementation of OCTAP

The consensus of the City Commission at the December 8th meeting was to direct staff to contact past applicants of City tourism grants in order to assess the funding need for 2016 and determine a funding amount for tourism grant allocation. The remaining funds from the 2016 tourism grant allocation would then be reserved for future implementation of OCTAP. Staff has completed this assessment and recommends that a total of \$5,000 be allocated toward the 2016 tourism grant cycle.

BUDGET IMPACT:

Amount: \$5,000

FY(s): 2015/17

Funding Source: General Fund - Transient Room Tax Revenue



City of Oregon City

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It is recommended that the City Commission allocate five thousand dollars (\$5,000) in transient room tax revenue for the purpose of awarding grants for the 2016 grant cycle and reserve the remaining funds to allocate toward future implementation of the Oregon City Tourism Action Plan (OCTAP) once it has gone through a thorough public process and has been approved.

BACKGROUND:

At a regularly scheduled City Commission meeting on December 8, 2015, staff presented several options for awarding tourism grants during the 2016 grant cycle in light of the pending Oregon City Tourism Action Plan (OCTAP) that was presented in draft form in October, 2015. The options presented were as follows:

1. Award grants as usual in 2016 and implement any one of the staff-suggested changes in the tourism grant review process for the 2017 grant cycle.
2. Implement one of the staff-suggested changes in the tourism grant review process for the 2016 grant cycle.
3. Suspend the awarding of tourism grants for the 2016 grant cycle but refine, adopt and implement OCTAP for 2017.
4. Grant a percentage of transient room tax funds to tourism projects in 2016 and reserve the remaining portion for allocation toward future implementation of OCTAP

The consensus of the City Commission at the December 8th meeting was to direct staff to contact past applicants of City tourism grants in order to assess the funding need for 2016 and determine a funding amount for tourism grant allocation. The remaining funds from the 2016 tourism grant allocation would then be reserved for future implementation of OCTAP. Staff has completed this assessment and recommends that a total of \$5,000 be allocated toward the 2016 tourism grant cycle.

BUDGET IMPACT:

Amount: \$5,000

FY(s): 2015/17

Funding Source: General Fund - Transient Room Tax Revenue



City of Oregon City

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

Staff Report

File Number: 16-036

Agenda Date: 2/3/2016

Status: Consent Agenda

To: City Commission

Agenda #: 8a.

From: Public Works Director John Lewis

File Type: Contract

SUBJECT:

Resolution No. 16-04 Granting an Extension of a System Development Charges (SDC) Carry-Forward for the Hilltop Mall

RECOMMENDED ACTION (Motion):

Adopt resolution 16-04, extending by five years the expiration date of SDC credits for the Hilltop Mall.

BACKGROUND:

In accordance with local standard practices, SDC credits can be issued at the time of property redevelopment. From 2000 to 2014 the Oregon City Code Title 13: PUBLIC SERVICES, Chapter 13.20: SYSTEM DEVELOPMENT CHARGES, included provisions such that when redevelopment occurred, the system development charge for the existing use was calculated and if the credit turned out to be greater than the system development charge for the new proposed use, the difference was issued in credits that could be used towards future development (Credit Carry-Forward).

At the time of the redevelopment of the Hilltop Mall in 2011, the City issued SDC credits for several utilities and transportation. Consistent with Section 13.20.40.C.3 an expiration date of February 22, 2016 (five years) was established. On January 19, 2016, Hilltop Mall submitted a letter to the City requesting that the expiration date of their Transportation SDC credits be extended an additional two years. They are in the process of working with architects and engineers to develop one remaining vacant building pad identified in their City adopted concept plan as a 7,600 sf retail building but need time to come up with financing, planning and permitting in order to build a retail building. Their total Transportation SDC credit remaining is \$129,408.

Their request would be in line with recently updated Oregon City Municipal Code Section 13.20.050, SDC reduction or reimbursement, which allows SDC reductions due to prior use to be valid for ten years following the redevelopment of a property. For consistency, Resolution 16-04 includes a five year term extension (10 years total) to remain consistent with 13.20.050.

BUDGET IMPACT:

Amount: \$129,408

FY(s): Unknown

Funding Source: Transportation SDCs



City of Oregon City

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

Staff Report

File Number: 16-036

Agenda Date: 2/3/2016

Status: Consent Agenda

To: City Commission

Agenda #: 8a.

From: Public Works Director John Lewis

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BUDGET IMPACT:

Amount: \$129,408

FY(s): Unknown

Funding Source: Transportation SDCs

RESOLUTION NO. 16-04

A RESOLUTION GRANTING AN EXTENSION OF AN SDC CARRY-FORWARD FOR THE HILLTOP MALL

OREGON CITY MAKES THE FOLLOWING FINDINGS:

WHEREAS, ORS Chapter 223 authorizes cities and counties to adopt system development charges (SDCs) to allow cities to recover from new development a fair share of the costs of existing and planned facilities that provide capacity to serve new growth; and

WHEREAS, the City of Oregon City has adopted an SDC program in Oregon City Municipal Code Chapter 13.20, including the ability of new developers to obtain SDC credits and to carry those credits forward to use on new projects; and

WHEREAS, OCMC Chapter 13.20 allows credit carry-forwards to be granted when the amount of an SDC credit approved exceeds the amount of an SDC assessed on a particular development; and

WHEREAS, OCMC limits the length of a credit carry-forward to five years, but does not address whether further extensions can be granted for credit carry-forwards; and

WHEREAS, on November 10, 2010, the Planning Division of the City of Oregon City issued a Notice of Planning Commission Land Use Decision approving the Hilltop Mall Concept Plan which at the time was identified as a 20-year plan; and

WHEREAS, in 2011, the Hilltop Mall began making improvements on their property that resulted in an SDC that exceeded the amount of SDC assessed for transportation improvements, resulting in a credit carry-forward for Hilltop Mall that will expire on February 22, 2016; and

WHEREAS, Hilltop Mall has used a portion of its credit carry-forward, but a portion of the credit carry-forward has not yet been used; and

WHEREAS, Hilltop Mall has a project that is in process but will not be ready to obtain permits prior to the expiration of the credit carry-forward; and

WHEREAS, the Hilltop Mall is five years into their established 20-year concept plan and is in the process of obtaining financing as well as planning and building permit approval; and

WHEREAS, the City recognizes the investment of Hilltop Mall in Oregon City and wishes to extend the credit carry-forward for a period of five years in order to allow the Hilltop Mall to complete the project that is currently planned; and

WHEREAS, extension of SDC credits for a total of ten years is in line with OCMC Chapter 13.20.050, SDC reduction or reimbursement, which allows SDC credits to be valid for ten years following the redevelopment of a property.

NOW, THEREFORE, OREGON CITY RESOLVES:

Section 1. The City Commission hereby extends the credit carry-forward granted to Hilltop Mall for five years with an expiration date of February 22, 2021.

Section 2. This resolution shall take effect immediately.

Adopted, signed and approved this 3rd day of February 2016.

DAN HOLLADAY, Mayor

Attested to this 3rd day of February 2016,

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

GSB:7502062.1



January 19, 2016

John Lewis, P.E.
Public Works Director
City of Oregon City
PO Box 3040
Oregon City, OR 97045

RE: Hilltop Mall SDC Credit extension

John,

As you may have noticed Hilltop Mall has been aggressively working to fill our existing tenant vacancies since our redevelopment in 2011. We are getting closer on having full occupancy for the new buildings despite the difficult economy these past few years for retail.

As part of our Master Plan we have a pad space that has been approved to accommodate a 7,600 sf retail building. We are currently in the process of planning and budgeting for this building. Todd Iselin, Iselin Architects has designed a building for us and we are working on budgets for the building. We are also working with Bruce Goldson of Theta, llc. on site development and engineering and we have applied for and received an estimate from Aleta on the SDC fees for this development.

As you know and as Aleta has noted we still have a \$129,408 in Transportation SDC credit. Those credits are due to expire February 22, 2016.

We are aware of OCMC 13.20.040 (C3) which states SDC credit carry-forwards must be redeemed within five years. Our challenge is that those credits will no doubt expire before we can obtain the necessary financing, planning, permits and approval.

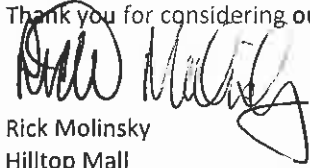
As you mentioned at last Tuesday's Commission Workshop it would make sense that the SDC credit carry-forwards match up with the rest of the City Code on SDC's like OCMC 13.20.050 (A) which allows ten years for redevelopment and it would also match up with our 10-year Master Plan for the redevelopment of Hilltop Mall.

Therefore, we are requesting an extension of those credits for 5 years or until February 22, 2021. This would help us complete our financing, planning and permitting required to build this retail building and still use our SDC credits.

If this is not an option, could we pre-pay for our permits and SDC fees before all planning and or permitting is completed and approved with the City?

Hilltop Mall has added greatly to the Oregon City economy and we would like to finish our approved Master Plan for the shopping center.

Thank you for considering our requests,



Rick Molinsky
Hilltop Mall

PO Box 2200, Oregon City, OR 97045-5200
358 Warner Milne Rd., Ste G119, Oregon City, OR 97045
Direct: 503/655-9141 • Fax: 503/655-1214
www.danielsons.net



City of Oregon City

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

Staff Report

File Number: 16-060

Agenda Date: 2/3/2016

Status: Consent Agenda

To: City Commission

Agenda #: 8b.

From: Public Works Director John Lewis

File Type: Report

SUBJECT:

Intergovernmental Agreement Between The Oregon Department of Transportation (ODOT) and Oregon City for Willamette Falls Legacy Project Transportation Improvements

RECOMMENDED ACTION (Motion):

Staff recommends the City Commission review and approve the Intergovernmental Agreement (IGA).

BACKGROUND:

The enclosed IGA incorporates conditions of approval from the Willamette Falls Legacy Project Master Plan (CP 14-02) that relate to projects or traffic impact on or adjacent to Highway 99E. Approval of this IGA will allow these projects to move forward as conditioned in CP 14-02. These projects will be implemented over time as the project site redevelops.



City of Oregon City

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

Staff Report

File Number: 16-060

Agenda Date: 2/3/2016

Status: Consent Agenda

To: City Commission

Agenda #: 8b.

From: Public Works Director John Lewis

File Type: Report

SUBJECT:

Intergovernmental Agreement Between The Oregon Department of Transportation (ODOT) and Oregon City for Willamette Falls Legacy Project Transportation Improvements

RECOMMENDED ACTION (Motion):

Staff recommends the City Commission review and approve the Intergovernmental Agreement (IGA).

BACKGROUND:

The enclosed IGA incorporates conditions of approval from the Willamette Falls Legacy Project Master Plan (CP 14-02) that relate to projects or traffic impact on or adjacent to Highway 99E. Approval of this IGA will allow these projects to move forward as conditioned in CP 14-02. These projects will be implemented over time as the project site redevelops.

INTERGOVERNMENTAL AGREEMENT
between
THE OREGON DEPARTMENT OF TRANSPORTATION (ODOT)
and
OREGON CITY
for
WILLAMETTE FALLS LEGACY PROJECT TRANSPORTATION IMPROVEMENTS

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT;" and Oregon City, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110 and 283.110, state agencies and other entities organized and existing under statute may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. OR99E is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
3. ODOT's 2015-2018 Statewide Transportation Improvement Program (STIP Key # 18759) includes a Railroad Tunnel Illumination project on OR99E within the limits of the city of Oregon City (hereinafter "ODOT Project"). It is anticipated that the ODOT Project will be completed within the 2017- 2018 construction schedule. The ODOT Project will be financed at an estimated cost of \$1,940,000.
4. Agency intends to construct, or assure construction of, three projects in the vicinity of the ODOT project associated with the redevelopment of the former Blue Heron mill site as the Willamette Falls Legacy Project (hereinafter "WFLP"). All three projects are for the purpose of improving public access to the WFLP and improving the performance of OR99E and surrounding local streets. The location of each project is as shown on the map attached hereto, marked Exhibit A, and by this reference made a part hereof. The three projects are hereinafter sometimes referred to as "Agency Projects." The projects are part of the WFLP Master Plan.
5. Agency's Projects are as follows:
 - a. A project to install Intelligent Transportation Systems (ITS) on OR99E designed to warn northbound traffic approaching the OR99E Railroad Tunnel of hazardous conditions ahead, hereinafter referred to as "Agency Project A".

- b. A project to prohibit north bound left turns from OR99E to Main Street and modify the right turn geometry from 99E to Railroad Avenue to allow space for turning traffic to slow and maneuver outside the travel lanes on a curve with limited sight distance, hereinafter referred to as "Agency Project B".
 - c. A project to install a pork-chop or raised median as part of the construction of an intersection at Water Avenue/OR 99E, to prevent unsafe movements and reinforce right-in, right-out access at that location, hereinafter referred to as "Agency Project C".
6. ODOT and Agency acknowledge that congestion and queuing on OR99E is a problem in the downtown area and that it will increase as a result of development in the WFLP. Agency's Projects are vital for enhancing the safety of the traveling public within the vicinity of the WFLP.
7. ODOT and Agency recognize that the ODOT Project and Agency Project A are similar in nature and are located such that cost saving may be achieved if the ODOT Project and Agency Project A are designed and constructed together.

TERMS OF AGREEMENT

1. As set forth in more detail below, Agency and ODOT agree to collaborate in the design and construction of the ODOT Project and Agency Project A as one project (hereinafter sometimes referred to as the "Combined Project.").
2. The estimate for the total cost of the ODOT Project, \$1,940,000, as identified in the STIP is subject to change. ODOT shall be responsible for any nonparticipating costs, and costs of the ODOT Project beyond the estimate. Agency shall contribute additional funds toward Agency Project A as described in this Agreement. It is anticipated that Agency Project A can be designed and constructed within the cost estimate for the ODOT Project together with Agency's contribution of up to \$500,000, as described in Agency Obligations, Paragraph 1. In the event the Combined Project cannot be constructed within the estimated Combined Project budget, ODOT and Agency shall examine alternatives for a reduced scope of Agency Project A and/or reevaluate funding obligations. If ODOT and Agency agree on changes to Agency Project A scope or funding obligations, then an amendment to this Agreement will be entered into to reflect such changes. If such agreement cannot be reached, ODOT at its sole discretion shall determine whether the scope of Agency Project A must be modified to meet the Combined Project budget or to commit additional funds to the Combined Project.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of both the ODOT Project and Agency Project A and final payment, or ten (10) calendar years, whichever is sooner.

AGENCY OBLIGATIONS

1. If costs for Agency Project A and the ODOT Project exceed the \$1,940,000 programmed in the STIP budget, Agency shall contribute additional funds of up to \$250,000 for the additional costs. Agency has imposed a condition on the development of the WFLP. The condition requires the developer to contribute up to \$250,000 towards the cost of Agency Projects, should certain conditions be met. If the conditions are met and the developer of the WFLP makes the required contribution, the Agency shall contribute the WFLP developer's contribution up to \$250,000 for the additional costs, in addition to Agency's contribution addressed in the first sentence of this paragraph. Agency's contribution (from whatever source) shall include reimbursement for all expenses, except travel expenses. Agency shall pay ODOT within forty-five (45) days of final Agency approval of the completed Agency Project A.
2. Agency Project A may require placement of the ITS systems on Agency right of way. If so, Agency will either donate right of way to ODOT for this purpose through a Quit Claim Deed, or otherwise authorize installation of the ITS system on Agency right of way.
3. Completion of Agency Project B and Agency Project C are an integral part of vital safety improvements necessitated by the WFLP, and Agency's completion of said projects is part of the consideration of this Agreement. Agency, at its sole cost and expense, shall do all things necessary for the completion of said projects within the time-frames set forth below, unless the WFLP is not developed. .
4. Agency shall design and acquire right of way for Agency Project B prior to completion and opening of the Riverwalk or within three (3) years of the plan amendment from General Industrial to Mixed Use Downtown (November 5, 2017), whichever comes first.
5. Agency agrees to complete construction of Agency Project B prior to issuing a certificate of occupancy for approved development at the WFLP site with estimated trip generation to the site surpassing 140 peak hour trips per day.
6. Agency shall construct Agency Project C concurrent with construction of Water Avenue/OR 99E intersection, approved in the WFLP Master Plan.
7. Prior to the commencement of construction of each of Agency Project B and Agency Project C, Agency shall obtain a miscellaneous permit to occupy ODOT right of way through the ODOT District 2B Office.
8. Agency shall cause to be relocated or reconstructed all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of Agency Project B in order to conform the utilities and other facilities with the plans

and the ultimate requirements for the portions of Agency Project C which are on Agency's right of way.

9. Agency will partner with ODOT to conduct a multimodal safety audit subsequent to construction of Agency Projects A, B, and C if either Party determines as part of a detailed development plan review for the WFLP that significant safety issues remain or will result from the WFLP. Agency will contribute up to \$60,000 (2014 dollars) for the cost of the safety audit, should one be required. This contribution is in addition to the additional contributions described in Agency Obligations, Paragraph 1. Agency and ODOT will jointly review the safety audit findings and develop an implementation strategy for high priority improvements.
10. Agency shall notify ODOT of the estimated number of motor vehicle trips generated by each phase of WFLP at least thirty (30) days prior to the first evidentiary hearing of any required land use proceeding for the WFLP. Agency shall use the Institute of Traffic Engineers Trip Generation Manual for the trip generation source, unless Agency and ODOT agree to an adjustment.
11. Agency shall obtain ODOT concurrence for any phase of the WFLP that would result in the total estimated peak hour trips generated from the area to exceed 700. If at that time, additional safety measures are required, Agency will work with ODOT to assure appropriate safety countermeasures are provided.
12. Agency certifies and represents that the individual(s) signing this Agreement have been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
13. Agency acknowledges that its responsibility for the Combined Project may be up to \$500,000 consistent with Agency Obligations, Paragraph 1, with potentially an additional \$60,000 for a safety audit.
14. Agency's Project Manager for Project A, B, and C is John Lewis, Public Works Director, 503-657-8241, (jmlewis@orccity.org), or assigned designee upon individual's absence. Agency will notify the other Party in writing of any contact information changes during the term of this Agreement.

ODOT OBLIGATIONS

1. ODOT shall design and construct Agency Project A in conjunction with the ODOT Project.
2. ODOT will keep accurate cost accounting records for Agency Project A. If the Combined Project costs for the ODOT Project and Agency Project A exceed \$1,940,000. ODOT will prepare and submit an invoice for any excess costs of the Combined Project directly to Agency's Project Manager for review and approval. The

Agency's contribution shall only be required after the full expenditure of the amount programmed in the STIP budget. The invoice required under this provision will be in a form identifying the Combined Project, the Agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall Agency's obligations exceed the financial commitment described under Agency Obligations, Paragraph 1.

3. ODOT shall perform the service under this Agreement relative to the Combined Project as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
4. Subsequent to completion of Agency Project A, ODOT will be responsible for maintenance and 100 percent of power costs associated Project A and require the power company to send invoices directly to ODOT.
5. ODOT certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within ODOT's current appropriation or limitation of the current biennial budget.
6. For Project A, ODOT, or its consultant, will conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; acquire right-of-way, if necessary; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this project.
7. ODOT will cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of Project A in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of Project A which are on OR99E.
8. ODOT's Project Manager for Project A is Kyle Crate, Project Leader, 503-731-8496, kyle.w.crate@odot.state.or.us, or assigned designee upon individual's absence. ODOT will notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.

2. ODOT may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by ODOT, under any of the following conditions:
 - a. If Agency fails to provide payment of its share of the cost of the Combined Project.
 - b. If Agency fails to construct Agency Project B and C as required by this Agreement.
 - c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or ODOT laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which ODOT is jointly liable with Agency (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the

same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with ODOT (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. The Parties acknowledge and agree that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
8. The Parties shall comply with all federal, ODOT, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, The Parties expressly agree to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and ODOT civil rights and rehabilitation statutes, rules and regulations.
9. All employers that employ subject workers who work under this Agreement in the ODOT of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. The Parties shall ensure that each of its contractors complies with these requirements.

10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

The ODOT Project is in the 2015-2018 Statewide Transportation Improvement Program, (Key #18759) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

Oregon City, by and through its elected officials

By _____

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Counsel

Date _____

Agency Contact:

John Lewis, Public Works Director
625 Center St., Oregon City, OR 97045
503-496-1545
jmlewis@orcity.org

ODOT Contact:

Kelly Brooks
Oregon Department of Transportation
Region 1
123 NW Flanders St.
Portland, OR 97221
503-731-3087
kelly.s.brooks@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Rian Windsheimer, Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Kelly Brooks, Interim ODOT Region 1
Policy and Development Manager

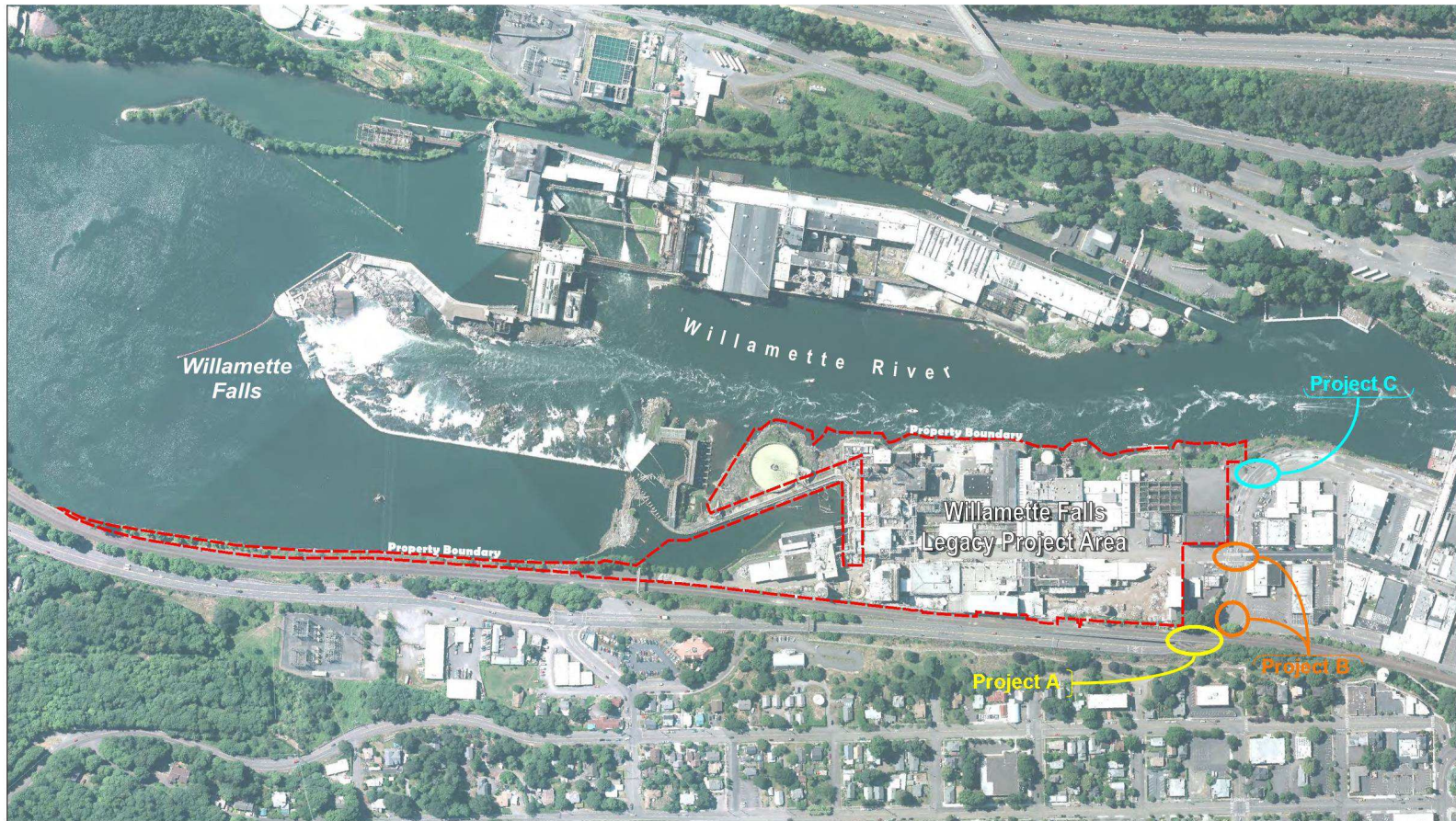
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

EXHIBIT A—Willamette Falls Legacy Project Area Map





City of Oregon City

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

Staff Report

File Number: PUB 16-001

Agenda Date: 2/3/2016

Status: Consent Agenda

To: City Commission

Agenda #: 8c.

From: Public Works Director John Lewis

File Type: Public Works
Item

SUBJECT:

Singer Hill Road Deed of Dedication

RECOMMENDED ACTION (Motion):

Adopt the Oregon City Deed of Dedication for Singer Hill Road and authorize the City Manager Pro-Tem to execute the document.

BACKGROUND:

The 922 Main Street property is owned by the Oregon City Urban Renewal Agency and currently has a reservation for a public easement for the section of Singer Hill Road that now exists on the southerly portion of the property.

In September 2015, the Urban Renewal Agency contracted with Compass Land Surveyors to perform survey work for 922 Main Street. This work was contracted in order to determine and delineate railroad right-of-way for the purposes of acquiring a better understanding of a developable footprint for the property. Due to complexities associated with the site, Compass Land Surveyors needed to perform an extended analysis of property records. The research on the property goes back to 1918, which was the year of the first recorded document providing a description for the location of Singer Hill Road. The deed indicates that there is a reservation for a public easement over Singer Hill Road and the document appears to be the source of information used by subsequent maps to plot the location of Singer Hill Road. It is also noteworthy that this document is consistent with subsequent deeds in that it shows that the road was only considered an easement and suggests that underlying fee ownership runs with the subject property.

The second item is the issue of road dedication as it relates to the question of how the Urban Renewal Agency can easily sell the subject property (which includes the land under Singer Hill Road) to a third party without resolution of the Singer Hill Road question. Further analysis suggests that an efficient method of resolving this issue is to proceed with a formal dedication process. Once a dedication has been accepted, the land is still owned by the same party but the landowner no longer has any liability for roadway actions for the property that was dedicated as a public way.

Execution of the proposed Deed of Dedication provides the City with a needed section of the Singer Hill Road right-of-way.



City of Oregon City

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

Staff Report

File Number: PUB 16-001

Agenda Date: 2/3/2016

Status: Consent Agenda

To: City Commission

Agenda #: 8c.

From: Public Works Director John Lewis

File Type: Public Works
Item

SUBJECT:

Singer Hill Road Deed of Dedication

RECOMMENDED ACTION (Motion):

Adopt the Oregon City Deed of Dedication for Singer Hill Road and authorize the City Manager Pro-Tem to execute the document.

BACKGROUND:

The 922 Main Street property is owned by the Oregon City Urban Renewal Agency and currently has a reservation for a public easement for the section of Singer Hill Road that now exists on the southerly portion of the property.

In September 2015, the Urban Renewal Agency contracted with Compass Land Surveyors to perform survey work for 922 Main Street. This work was contracted in order to determine and delineate railroad right-of-way for the purposes of acquiring a better understanding of a developable footprint for the property. Due to complexities associated with the site, Compass Land Surveyors needed to perform an extended analysis of property records. The research on the property goes back to 1918, which was the year of the first recorded document providing a description for the location of Singer Hill Road. The deed indicates that there is a reservation for a public easement over Singer Hill Road and the document appears to be the source of information used by subsequent maps to plot the location of Singer Hill Road. It is also noteworthy that this document is consistent with subsequent deeds in that it shows that the road was only considered an easement and suggests that underlying fee ownership runs with the subject property.

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Execution of the proposed Deed of Dedication provides the City with a needed section of the Singer Hill Road right-of-way.

AFTER RECORDING RETURN TO:

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

Map No.: 2-2E-31AB
Tax Lot No.: 3200
DS File No.: CN15-0048
Street: Singer Hill Road

Grantor: Oregon City Urban Renewal Agency

DEED OF DEDICATION

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

See attached EXHIBIT "A": Legal Description (page 1 of 2) and
Sketch for Legal Description (page 2 of 2)

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

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

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

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this ____ day of _____, 2016; and it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of the Oregon City Urban Renewal Commission.

OREGON CITY URBAN RENEWAL COMMISSION

Urban Renewal Commission Chair

Anthony J. Konkol III, City Manager Pro-Tem/
Urban Renewal Commission Executive Dir. Pro-Tem

STATE OF OREGON

County of Clackamas

This instrument was acknowledged before me _____, 2016,
by _____ as Chair of the Oregon City Urban Renewal Commission.
(name of person) (type of authority)

Notary Public of Oregon

My Commission Expires: _____

STATE OF OREGON

County of Clackamas

This instrument was acknowledged before me on _____, 2016,
by Anthony J. Konkol III as the Executive Director Pro-Tem of the Urban Renewal Commission.
(name of person) (type of authority)

Notary Public of Oregon

My Commission Expires: _____

City of Oregon City
P.O. Box 3040
625 Center Street
Oregon City, OR 97045-0304

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

By: _____
City Manager Pro-Tem

Attest: _____
City Recorder

By: _____
City Public Works Director

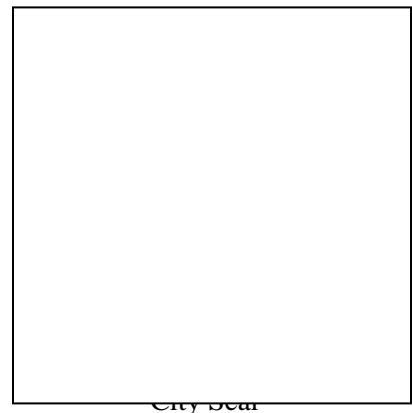




EXHIBIT "A"
LEGAL DESCRIPTION
Sheet 1 of 2

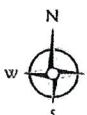
A PORTION OF LOT 1, BLOCK 22, "OREGON CITY", A PLAT OF RECORD IN CLACKAMAS COUNTY, OREGON, SITUATED IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 1, BLOCK 22, "OREGON CITY"; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, SOUTH $56^{\circ}29'30''$ WEST 66.06 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1 NORTH $33^{\circ}30'30''$ WEST 27.51 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THAT TRACT OF LAND AWARDED TO THE OREGON CENTRAL RAILROAD COMPANY BY CLACKAMAS COUNTY CIRCUIT COURT JUDGEMENT IN OCTOBER 1869; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE NORTH $43^{\circ}17'36''$ EAST 67.86 FEET TO THE NORTHEASTERLY LINE OF THE AFOREMENTIONED LOT 1, BLOCK 22; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH $33^{\circ}30'30''$ EAST 43.00 FEET TO THE POINT OF BEGINNING.



DATE OF SIGNATURE: *12/8/15*

EXPIRES 12/31/2015



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

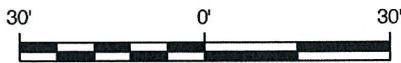
Phone: 503.653.9093 Fax: 503.653.9095 Email: compass@compass-landsurveyors.com

REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Signature]
OREGON
JULY 14, 1978
DON DEVLAE MINCK
1634

DATE OF SIGNATURE: *12/8/15*

EXPIRES 12/31/2015



SCALE: 1" = 30'

MAIN STREET

30'

LOT 7

LOT 8

BLOCK 22, "OREGON CITY"

LOT 2

LOT 1

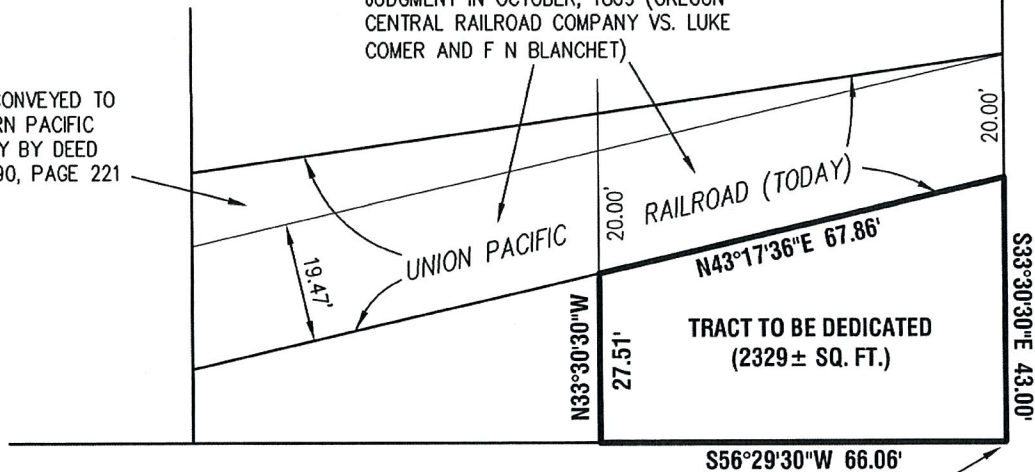
30'

10TH STREET

30'

TRACT RECOVERED BY OREGON CENTRAL
RAILROAD COMPANY PER CIRCUIT COURT
JUDGMENT IN OCTOBER, 1869 (OREGON
CENTRAL RAILROAD COMPANY VS. LUKE
COMER AND F N BLANCHET)

TRACT CONVEYED TO
SOUTHERN PACIFIC
COMPANY BY DEED
BOOK 290, PAGE 221



POINT OF BEGINNING
MOST EASTERLY CORNER OF LOT
1, BLOCK 22, "OREGON CITY"

EXHIBIT "A"

7583 Exh.dwg

COMPASS Land Surveyors
4107 SE International Way, Suite 705
Milwaukie, Oregon 97222 503-653-9093

**MAP SHOWING PROPOSED DEDICATION
NE 1/4 OF SECTION 31, T.2S., R.2E., W.M
CITY OF OREGON CITY
CLACKAMAS COUNTY, OREGON**

2

2

Oregon City GIS Map

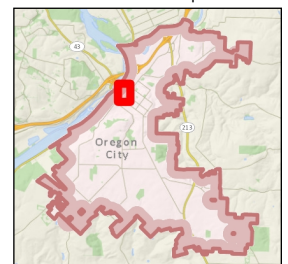


- Legend**
- Taxlots
 - Taxlots (Outside UGB)
 - Unimproved ROW
 - City Limits
 - UGB
 - Basemap

Notes

Singer Hill Road Dedication Area Map

Overview Map



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



0 222 Feet
1: 2,667

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





City of Oregon City

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

Staff Report

File Number: 16-054

Agenda Date: 2/3/2016

Status: Consent Agenda

To: City Commission

Agenda #: 8d.

From: Public Works Director John Lewis

File Type: Contract

SUBJECT:

Personal Services Agreement with Wallis Engineering, PLLC in the Amount of \$343,477.00 for the 2016 Oregon City Roadway Reconstruction Projects

RECOMMENDED ACTION (Motion):

Award a contract in the amount of \$343,477.00 to Wallis Engineering, PLLC, to complete Transportation Engineering Services for the 2016 Oregon City Roadway Reconstruction Projects.

BACKGROUND:

In 2015, the City of Oregon City (City) updated the 5-year Pavement Maintenance Plan to identify and rank streets most in need of repairs utilizing the previously established Pavement Maintenance Utility Fee (PMUF). A portion of these fees are allocated to reconstruction and/or resurfacing of existing roadways by the City as needing rehabilitation. The City has identified several streets to receive pavement rehabilitation in 2016.

Under this contract, Wallis Engineering will further evaluate the existing pavement conditions as well as prepare the contract documents to solicit bids for pavement rehabilitation in separate areas of the City. Furthermore, Wallis Engineering will provide construction project management services, bid phase services, and construction phase inspections.

The City does not currently have a prequalified consultant short list for Engineering of Transportation Infrastructure, and is, therefore, exercising the use of OAR 137-048-0200, Direct Appointment Procedures, for services of consultants under the rules for City and State contracting procedures. This rule allows the City to enter into a contract with Wallis Engineering, PLLC, based on similar engineering services conducted by the Consultant on an earlier contract (CI 15-001, 2015 Oregon City Roadway Reconstruction Projects). The Consultant provided extensive pavement evaluation services for street Trillium Park Drive that were moved from the 2015 contract to the project for the following year, thus, providing sufficient evidence that the current 2016 project described in the contract consists of work that has been "substantially planned or otherwise previously studied in an earlier contract with the Consultant" (OAR 137-048-200(1)).

The attached scope outlines the process by which the project will move through the design process, solicitation of bids, and construction phase. The contract award value is Three hundred forty-three thousand four hundred seventy-seven and 00/100 dollars (\$343,477.00).

BUDGET IMPACT:

Amount: \$343,477.00

FY(s): 2016-217

Funding Source: Pavement Maintenance Utility Fee



City of Oregon City

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

Staff Report

File Number: 16-054

Agenda Date: 2/3/2016

Status: ATS Review

To: City Commission

Agenda #: 8d.

From: Public Works Director John Lewis

File Type: Contract

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BUDGET IMPACT:

Amount: \$343,477.00

FY(s): 2016-217

Funding Source: Pavement Maintenance Utility Fee

FINDINGS TO JUSTIFY THE DIRECT APPONTMENT OF WALLIS ENGINEERING, PLLC FOR THE 2016 OEGON CITY ROADWAY RECONSTRUCTION PROJECTS

These findings have been prepared to justify the direct appointment of a contractor pursuant to the provisions of OCMC Chapter 2.40 and ORS 137-048-0200(1). These findings have been prepared to meet ORS 137-048-0200(1).

BACKGROUND

On March 24, 2015, Oregon City Public Works contracted with Wallis Engineering, PLLC (Wallis) to conduct the 2015 Roadway Reconstruction Projects (RRP). The City had transitioned to Wallis after utilizing Murray Smith and Associates for the previous two contract years. Due to issues beyond the control of the engineer, several portions of the 2015 RRP were not able to be constructed despite being designed and contracted for. At that time Staff determined that the most expedient and cost effective route to assure that the designed work would be completed was to continue the work through a new contract with Wallis to continue the design through to the 2016 RRP term.

On July 1, 2013 the City adopted the first of its biannual budget adoptions that carried through to June 30, 2015. The biannual budget allows the City to transition unexpended but budgeted funds across the two year planning cycle. The Public Works Department utilizes this approach to address larger scale projects to assure that the project is completed with certain level of continuity. This was the approach that was anticipated with awarding both the 2015 and 2016 RRP contract year to Wallis, PLLC.

The Commission, sitting as the public contract review board, finds and concludes:

ORS 137-048-0200 (1) (d) - Direct Appointment Procedure, states that Contracting Agencies may enter into a Contract directly with a Consultant without following the selection procedures set forth elsewhere in these rules if:

(d) Continuation of Project With Extensive Estimated Fee. For Contracting Agencies where a Project is being continued, as more particularly described below, and where the Estimated Fee is expected to exceed \$250,000, the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services to be performed under the Contract must meet the following requirements:

The proposed work is an extension of work that was begun with the 2015 RRP for the City, specifically Wallis completed portions of the overall 2016 work the previous year that they serve as the Engineer of Record for. The contract extension for that reason as well as for the improvements in design element that they implemented in 2015 will suffice as justification as a contract extension.

ORS 137-048-0200(1)(d)(B) The Contracting Agency used either the formal selection procedure under OAR 137-048-0220 (Formal Selection Procedure) or the formal selection procedure applicable to selection of the Consultant at the time of original selection to select the Consultant for the earlier Contract;

The original contract was let under the City's then active Short List of Pre-Qualified Engineering Consulting Firms awarded on November 4, 2009, which was the applicable selection procedure at the time the contract was first awarded.

(C) The Contracting Agency makes written findings that entering into a Contract with the Consultant, whether in the form of an amendment to an existing Contract or a separate Contract for the additional scope of services, will:

Findings of compliance have been adopted to meet ORS 137-048-0200(1) and (C) above.

(C)(i) Promote efficient use of public funds and resources and result in substantial cost savings to the Contracting Agency;

The Commission finds that the award of this contract through an exemption will result in cost savings for three reasons. First, the City will not suffer a significant delay in contracting the work to another firm, as Wallis has both already completed the design portions for Trillium Park Drive, which was intended to be completed in the 2015 term. The Trillium Park Drive portion of the 2015 work was not completed last year due to contract delays of another party. Secondly, Wallis is already familiar with the new components of the design contract for the 2016 term and require little to no start up time. Finally, delaying the contract award would cost eventually cost the City additional construction cost by forcing the contract to be let for bid outside of the typical construction window.

(C)(ii) Protect the integrity of the Public Contracting process and the competitive nature of the Procurement by not encouraging favoritism or substantially diminishing competition in the award of the Contract. The Commission notes the purposes of the public contract law are to provide a degree of uniformity of procedure and avoid favoritism, while still providing for the diverse needs of local governments in this state. The proposed contract does not show favoritism it merely seeks an efficient and cost effective method to continue the work that was begun in March of 2015. Allowing Wallis to continue on year two of the contract would also be consistent with prior practices.

The Commission finds the standard to avoid favoritism is met because the City in good faith has been rotating the RRP contract work across its pool of prequalified engineering firms on a consistent biannual basis, but because of the unanticipated incompleteness of the 2015 RRP, it made sense to continue with the project engineer who was already familiar with the work. The City will continue to comply with the public contracting rules for most every other procurement and existing public contract rules have been designed to ensure competition.

For the above reasons, the Commission concludes that awarding a contract to Wallis Engineering, PLLC, will result in substantial cost savings to the City.

The Commission concludes that each of these considerations has been addressed and therefore concludes that the direct appointment requirements of ORS 137-048-0200 and OCMC Chapter 2.40 described above have been met.

OREGON CITY PUBLIC WORKS PERSONAL SERVICES AGREEMENT

2016 OREGON CITY ROADWAY RECONSTRUCTION PROJECTS (CI 16-001)

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

CITY OF OREGON CITY ("City")

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: Matt Powlison

and

WALLIS ENGINEERING, PLLC, LLC
("Consultant")

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

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. **Term.** The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2016**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. **Compensation.** City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **Three hundred forty-three thousand four hundred seventy-seven and 00/100 dollars (\$343,477.00)**.

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

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

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

6. **Integration.** This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the

parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 2016.

CITY OF OREGON CITY

WALLIS ENGINEERING, PLLC, LLC

By: _____

John M. Lewis

Title: Public Works Director

DATED: _____, 2016.

By: _____

Title: _____

DATED: _____, 2016.

By: _____

Tony Konkol

Title: Interim City Manager

DATED: _____, 2016.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

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

**WALLIS ENGINEERING
APPENDIX A: SCOPE OF WORK
CITY OF OREGON CITY
2016 PAVEMENT IMPROVEMENTS
DECEMBER 2015
WE#1412A**

BACKGROUND

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

GENERAL SCOPE OF PROJECT

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

The City has identified several streets to receive pavement rehabilitation in 2016. Wallis Engineering will design rehabilitation improvements to the streets identified by the City based on available budget. To meet the requirements of recent Department of Justice rulings, pedestrian ramps at each intersection within the project areas will be evaluated and replaced if found to be out of compliance with current ADA requirements. A list of the identified streets and assumed rehabilitation improvements are provided below:

EXHIBIT A

Street	From	To	Length (ft)	Proposed Improvement (assumed)	Existing Curb Ramps	Anticipated Curb Ramp Reconstructions
5TH ST	WASHINGTON ST (edge of intersection)	MONROE ST (through intersection)	1150	2" Mill & Inlay	16	16
6TH ST	WASHINGTON ST (edge of intersection)	JEFFERSON ST (edge of intersection)	600	CTB & AC	0	0
JOHN ADAMS ST	5TH ST (edge of intersection)	7TH ST (edge of intersection)	630	CTB & AC	4	3
JEFFERSON ST	5TH ST (edge of intersection)	7TH ST (edge of intersection)	510	CTB & AC	4	3
9TH ST	JOHN ADAMS ST (through intersection)	MONROE ST (edge of intersection)	1080	CTB & AC	12	10
MADISON ST	12TH ST (edge of intersection)	15TH ST (edge of intersection)	950	2" Mill & Inlay	0	0
JACKSON ST	12TH ST (edge of intersection)	15TH ST (edge of intersection)	950	CTB & AC	8	8
JACKSON ST	15TH ST (edge of intersection)	16TH ST (edge of intersection)	340	CTB & AC	3	3
10TH ST	JACKSON ST (edge of Intersection)	VANBUREN ST (edge of intersection)	270	Reconstruct A/C	1	1
TRILLIUM PARK DR	CANYON CT	SWORDFERN CT	90	Reconstruct A/C	0	0
Pioneer Parking Lot #1 (5th/John Adams)	N/A	N/A	0	See note 1	0	0
Pioneer Parking Lot #2 (6th/Washington)	N/A	N/A	170	See note 2	0	0
CHARMAN ST	(180 ft west of Cherry Ave intersection)	CHERRY AVE (edge of Intersection)	180	Reconstruct A/C	0	0
14th ST	PRESCOTT ST (edge of Intersection)	BUCHANAN ST (through intersection)	210	CTB & AC	0	0
Buchanan	14TH ST (through intersection)	13TH ST (through intersection)	380	CTB & AC	0	0
13th ST	BUCHANAN ST (through intersection)	LINCOLN ST (through intersection)	230	CTB & AC	0	0

NOTES:

1. The scope of Pioneer Parking Lot #1 is assumed to include geotechnical investigation of problem areas, spot pavement repairs of the parking lot and the adjacent alley as necessary, extruded curb replacement, slurry seal treatment (to be completed under the preventative maintenance contract) of the entire lot and striping.
2. The scope of Pioneer Parking Lot #2 is assumed to include reconstruction of the entire parking lot, retrofitting ADA accessible stalls to meet current requirements per 4.6.3 of the PROWAG, curb replacement and striping. Geotechnical investigations and topographic survey will be required to complete this work.

EXHIBIT A

SPECIFIC SCOPE OF WORK

TASK 1 Project Management and Administration

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

Task 1 Assumption:

- Design phase of the project is assumed to be January – April 2016.
- City project manager will complete all stakeholder coordination, public involvement, and lead all necessary permitting efforts.

Task 1 Deliverables:

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

TASK 2 Data Collection

2.1. Site Investigation and Data Collection.

- Review asbuilt drawings, existing mapping, aerial photos and GIS provided by the City and private utility providers.
- Conduct site investigation of the project areas to verify mapping accuracy, examine the condition of catch basins and manholes and examine site drainage.
- Conduct pavement distress surveys on all street segments to identify areas with distresses indicating the potential for soft and/or failed subgrade. This task will identify areas with moderate to high severity fatigue (alligator) cracking, which is commonly associated with soft and/or failed subgrade, particularly if rutting, pumping, and/or potholes also exist in these areas. This task includes a 1 hour site visit to each project area to evaluate existing conditions with City Staff, Wallis Engineering and GeoDesign.

2.2. Surveys Performed by Compass Land Surveyors.

Compass specific Scope of Work is attached as exhibit A1.

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

and will include all monuments replaced during construction and the verified location of undisturbed monuments. Compass will provide construction staking for the replacement of all disturbed monuments during construction.

- 2.2.2. **Street Improvement Topographical Survey.** Topographical survey is necessary to provide the appropriate level of detail for the roadway profile and to evaluate proposed roadway/parking lot drainage. Compass Land Surveyors will complete base map, surface and field topographic survey for the Charman Court and the Pioneer Parking Lot #2 project segments. Compass had on file a survey dated May 2015 which included site topography data for Buchanan Street, 13th Street, and 14th Street. After reviewing the data, it is our assumption that this survey data is adequate for the proposed improvements for this project segment.
- 2.2.3. **Pedestrian Ramp Topographical Survey (Contingency Task).** Compass Land Surveyors will complete base map, surface and field topographic survey as needed to complete the final design of pedestrian ramps where field fitting construction by a contractor is not practical. Topographical survey may be needed in isolated areas for each project segment to provide the appropriate level of detail for the design of curb ramps with steep or flat grades and for drainage issues. All work under this contingency task shall be on an as needed basis and shall be first authorized with a separate written Notice-to-Proceed. For estimating purposes, a total of 2 days of field time accompanied by oversight from a licensed surveyor and technician have been included for the entire project.
- 2.3. **Base Map Preparation.** Prepare a project base map utilizing City GIS and information obtained from other tasks. This base map will include edge of pavement, curb lines, and approximate location of utilities, including valve boxes, manholes, catch basins, and other utility structures. The base map will also include the collected monument information and any topographic survey information collected.
- 2.4. **ADA Compliancy Review.** Conduct intersection reviews based on aerial and street-view imagery to identify existing curb ramp locations and locations where new curb ramps are needed. Evaluate existing curb ramps on-site for ADA compliance and document using the FHWA checklist.
- 2.5. **Utility Notification.** Notify private utility providers of the proposed improvements and coordinate to determine if any infrastructure improvements are planned in these areas. Maps of the project areas will be sent to each private utility. The maps will be followed up with phone conversations and a letter or email to each utility. If utilities are planning improvements, Wallis Engineering will coordinate with the City regarding any scheduling impacts. It is anticipated that the first notification will be sent to all utilities by January 19th, 2015. Coordinate with City staff in regards to maintenance upgrades that may be required for water, storm sewer, and sanitary sewer infrastructure in the project areas not previously identified.

Task 2 Assumptions:

- The City will provide City GIS information in AutoCAD format and available asbuilts for use by Wallis Engineering.
- The survey dated May 2015 completed by Compass Land Surveying for a separate City project which included site topography data for Buchanan Street, 13th Street, and 14th Street contains enough detailed information to complete the vertical design for these street segments.
- Existing monuments on 13th Street, 14th Street, Buchanan Street and Trillium Park Drive are assumed to be outside of the construction area and will not be disturbed during construction, so pre and post monumentation surveys are not warranted. However, monument locations will be recorded as a precaution in the event that these monuments are disturbed.

EXHIBIT A

- The City will provide information on historical drainage issues and other proposed City utility needs including all existing drainage, sewer and water structures requiring repair, modification or replacement.
- All project sites, with exception to 13th Street, 14th Street, Buchanan Street and Trillium Park Drive, will require a pre- and post-record of survey (including Clackamas County filing fees) as well as field time to re-set monuments during construction.
- Approximately 44 curb ramps will be evaluated for ADA compliance.
- The City will complete potholing of existing public utility lines and services as necessary in project areas requiring full reconstruction to identify utility conflicts with the proposed reconstruction section.

Task 2 Deliverables:

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

TASK 3 Pavement Evaluation Services

See Exhibit A2 for GeoDesign specific scope of work.

- 3.1. *Field Investigation.*** GeoDesign will conduct GPR testing and pavement coring to estimate the existing pavement thickness along segments. GeoDesign, Wallis Engineering and City staff will complete a field survey of existing pavement conditions to identify probable areas of subgrade deficiencies. Traffic Control will be provided by a subcontractor for this work as needed.
- 3.2. *Pavement Design and Plan Review.*** GeoDesign will develop recommendations for pavement sections for the street segments the City has proposed for reconstruction (i.e., 9th Street, 6th Street, Jefferson Street, John Adams Street, Jackson Street, 10th Street, 13th Street, 14th Street and Buchanan Street). The road section recommendations will be based on field data, soil samples or other testing methods used to determine the existing road subgrade stiffness value and traffic counts available through the City's web site. Where traffic counts are not available, assumed values will be made in collaboration with the City. GeoDesign will assist the design team in preparation of project specifications related to the recommended pavement sections.
- 3.3. *Cement Strength Laboratory Testing (Contingency Task).*** GeoDesign will develop cement amendment designs based on laboratory testing of in-situ materials obtained from field sampling for project segments proposed to include cement treated base processes identified in previous tasks. All work under this contingency task shall be on an as approved basis and shall be first authorized with a separate written Notice-to-Proceed.

Task 3 Assumptions:

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

Task 3 Deliverables:

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

EXHIBIT A

- Provide optimal cement content for CTB materials.

TASK 4 Design Phase

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

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

4.2. *50% Plans, Specifications Outline and Opinion of Cost*

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

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

Description	Sheets	Running Total
Cover, Drawing Index	1	1
Legend and General Notes	1	2
Sheet Layout Map	1	3
Plan Sheet – 5 th Street	1	4
Plan Sheet – 6 th Street	1	5
Plan Sheet – John Adams St.	1	6
Plan Sheet – Jefferson St.	1	7
Plan Sheet – 9 th Street	1	8
Plan Sheet – Madison St.	1	9
Plan Sheet – Jackson St.	1	10
Plan Sheet – 10 th Street	1	11
Plan Sheet – Trillium Park Dr.	1	12
Plan Sheet – Pioneer Parking Lot #1	1	13
Plan Sheet – Pioneer Parking Lot #2	1	14
Plan Sheet – Charman Court	1	15

EXHIBIT A

Plan Sheet – 13 th Street	1	16
Plan Sheet – 14 th Street	1	17
Plan Sheet – Buchanan Street	1	18
Pedestrian Ramp Details	12	30
Details	5	35

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

4.3. 90% Plans, Specifications and Opinion of Cost. 90% plans will be prepared incorporating review comments from the City. Specifications will use City of Oregon City standards and the “2015 Oregon/APWA Standard Specifications for Public Works Construction”. Special Provisions will be prepared, as needed, to address project work not adequately covered in the Standard specifications and will include any Special Provisions previously prepared by the City to address asphalt concrete workmanship. Wallis Engineering will attend one meeting to review City comments. Design will include:

- Vertical and grading design for the 13th Street, Buchanan Street, and 14th Street project segments.
- Two-dimensional curb ramp retrofit/replacement layouts. Layouts will be developed to the extent possible based on City GIS information and field measurements. Ramp layouts will conform to PROWAG and ODOT/APWA standards utilizing City and ODOT standard drawings. It is assumed the construction contractor will be ultimately responsible for new ramps meeting ADA requirements. Wallis Engineering will coordinate final layout and grades with the construction contractor under Task 6.
- Detailed Curb Ramp Design (Contingency Task). Additional topographic survey, as discussed in Task 2.2, may be needed to aid in the design of curb ramps and utilities. Curb ramp design completed under this task will include detailed grading and dimensional information for each curb ramp based on the gathered topographic survey. For estimating purposes, a total of 8 curb ramps are anticipated to require this detailed design approach.
- Develop a design to eliminate existing stormwater ponding during rainfall events near the intersection of Charman Ct and Cherry Avenue.

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

Task 4 Assumptions:

- Of the 49 existing ramps within the proposed project areas, approximately 44 ramps appear to require reconstruction based on a preliminary visual survey of existing ramp geometry using aerial and street view software. It is assumed that adequate Right of Way is available for these reconstructions.
- The contingency task for detailed curb ramp design assumes that a maximum of 8 ramps will require this approach.
- Signing and striping improvements will be limited to replacing the existing delineation and signs in like kind and location unless specifically noted.
- Utility improvements will be limited to adjusting existing structures to grade and adjusting grades of drainage inlets as needed. No new utility installation is included.
- Traffic control plans included in the Contract plans will be limited to general notes and ODOT standard plans. No site-specific traffic control plans will be prepared. It is assumed that the Contractor will prepare detailed and site specific traffic control plans.

- The City will provide legal review of all front-end bidding documents.
- Wallis Engineering will attend one meeting to review City comments. The hours and cost for this meeting is incorporated under task 1.

Task 4 Deliverables:

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

TASK 5 Bidding Phase

5.1. *Bidding Services* Wallis Engineering will provide bidding services to the City, including responding to bidder's questions and preparing up to two (3) addenda (as needed). A summary sheet of all bidder questions and responses will be provided to the City following the opening of bids, or as requested.

Task 5 Assumptions:

- City will distribute the contract documents, maintain a plan holder's list, and distribute addenda as needed.
- Wallis Engineering will not attend the bid opening.

Task 5 Deliverables:

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

TASK 6 Construction Phase

The Consultant will provide construction administration and inspection services with support from the City for additional inspection, public notifications and other coordination related items as needed. Construction phase services shall include:

6.1. *Construction Administration*

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

6.2. *Construction Engineering and Field Inspection*

- 6.2.2. Review and respond to contractor submittals, shop drawings, requests for information, notifications of differing site conditions, the Contractor prepared Quality Control, Quality Assurance plan, Work plans and completed field testing for conformance to the contract documents. Consult with the City regarding the acceptability of material substitutes or 'as-equal' items proposed by the contractor.
- 6.2.3. Provide construction management oversight of the Contractor's work schedule and quality, coordinate construction tasks with City, public and other non-agency entities, and evaluate field design changes as necessary to complete the project. The budget assumes 5 hours per week for a sixteen-week construction period.
- 6.2.4. Attend weekly construction progress meetings to address construction related issues.

EXHIBIT A

- 6.2.5. Provide daily site inspections to monitor the quality and progress of the work. Provide inspector's daily report of construction activities for each day of inspection along with project photos. The budget assumes 45 hours per week for a sixteen-week construction period and includes assistance with monthly progress payments and attendance of the weekly meetings. Daily inspection services can be supplemented or replaced by City Staff at the discretion of the City.
- 6.2.6. Provide a final walk-through with the contractor and City staff at the project completion. Provide written punch list to the contractor and recommendation of final acceptance when appropriate.
- 6.2.7. Columbia West will provide ACP material verification testing to supplement the testing completed by the Contractor. Two verifications of the Contractor's approved mix designs and maximum density are assumed for this task. Mix design verification will be completed through observation of the asphalt supplier's technician completing the verification. Columbia West's scope of work is attached as exhibit A3.
- 6.2.8. Compass will provide construction staking for monuments shown in the contract to be replaced or reset by the Contractor.
- 6.2.9. Prepare record drawings for any utility improvements upon completion of construction.

Task 6 Assumptions:

- Inspection hours based on a sixteen-week construction schedule at 45 hours per week.
- Construction staking services will be provided by the Contractor (as needed).
- Quality control testing services and material laboratory analysis will be provided by the Contractor with the exception of verification testing by a 3rd Party included in this scope of work. Mix design verification is assumed to utilize the ACP mixture supplier's equipment and technician with oversight from Columbia West.
- Post-Construction asbuilt survey will not be performed.

Task 6 Deliverables:

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

EXHIBIT A

Exhibit B - Fee Estimate
City of Oregon City - 2016 Pavement Improvements
WE #1412A
December 2015

		E1	E3	E4	E6	T1	C1	Staff Cost	Expenses	GeoDesign	Col. West	Compass	Total Cost
BASE CONTRACT													
Task 1	Project Management and Administration	\$160	\$130	\$105	\$88	\$99	\$70						
1.1	Define Project Objectives	2	8	8			2	\$2,340	\$25 (M)				\$2,365
1.2	Project Management & Administration												
1.2.1	Project Schedule	1	4				1	\$750					\$750
1.2.2	Monthly Status Reports		20				4	\$2,880	\$20 (P)				\$2,900
1.2.3	Three Project Meetings		18	12				\$3,600	\$75 (M)				\$3,675
	TASK 1 SUBTOTAL	3	50	20	0	0	7	\$9,570	\$120	\$0	\$0	\$0	\$9,690
Task 2	Data Collection												
2.1	Site Investigation and Data Collection		8	20	8			\$3,844	\$50 (M)				\$3,894
2.2	Survey												
2.2.1	Monument Survey		4					\$520				\$26,147	\$26,667
2.2.2	Topographic Street Survey		2	8		8		\$1,892				\$3,300	\$5,192
2.2.3	Topographical Survey Curb Ramp (Contingency Task)		2	8		8		\$1,892				\$4,004	\$5,896
2.3	Base Map Preparation		4	12	6	24		\$4,684					\$4,684
2.4	ADA Compliance Review		16	24	8	8		\$6,096	\$50 (M)				\$6,146
2.5	Private Utility Notification		2	4	8		4	\$1,664					\$1,664
	TASK 2 SUBTOTAL	0	38	76	30	48	4	\$20,592	\$100	\$0	\$0	\$33,451	\$54,143
Task 3	Pavement Evaluation Services												
3.1	Field Investigation		8					\$1,040		\$32,395			\$33,435
3.2	Pavement Design and Plan Review		4	2				\$730	\$30 (M)	\$10,725			\$11,485
3.3	Cement Strength Lab Testing (Contingency Task)		4	2				\$730		\$16,500			\$17,230
	TASK 3 SUBTOTAL	0	16	4	0	0	0	\$2,500	\$30	\$59,620	\$0	\$0	\$62,150
Task 4	Design Phase												
4.1	Predesign Report	1	6	12			4	\$2,480	\$20 (P)				\$2,500
4.2	50% Plans, Specifications, and Opinion of Cost	4	68	60	40	120		\$31,180	\$25 (P)				\$31,205
4.2.1	50% Plan Design												
4.2.2	50% Opinion of Cost and Specification Outline												
4.3	90% Plans, Specifications, and Opinion of Cost	6	40	48	16	48		\$17,360	\$25 (P)				\$17,385
	Detailed Curb Ramp Design (Contingency Task)	1	6	24	12	16		\$6,100					\$6,100
4.4	Final Plans, Specifications, and Opinion of Cost	6	16	32		12		\$7,588	\$75 (P)				\$7,663
	TASK 4 SUBTOTAL	18	136	176	68	196	4	\$64,708	\$145	\$0	\$0	\$0	\$64,853
Task 5	Bidding Phase												
5.1	Bidding Services		5	16			10	\$3,030					\$3,030
	TASK 5 SUBTOTAL	0	5	16	0	0	10	\$3,030	\$0	\$0	\$0	\$0	\$3,030
Task 6	Construction Phase Services												
6.1	Construction Administration												
6.1.1	Pre-Construction Meeting		8	4			2	\$1,600	\$30 (M)				\$1,630
6.1.2	Monthly Progress Payments (4)		16					\$2,080					\$2,080
6.2	Construction Engineering And Field Inspection												
6.2.1	Submittal and RFI Review		20	40			8	\$7,360					\$7,360
6.2.2	Construction Management		80					\$10,400					\$10,400
6.2.3	Progress Meetings		48					\$6,240	\$360 (M)				\$6,600
6.2.4	Construction Inspection		40	720				\$80,800	\$2,100 (M)	\$27,500			\$110,400
6.2.5	Final Inspection		12	20				\$3,660	\$60 (M)				\$3,720
6.2.6	Quality Assurance Material Testing		2					\$260			\$3,949		\$4,209
6.2.7	Monument Survey Staking							\$0				\$1,320	\$1,320
6.2.8	As-Built Drawings		2	8		8		\$1,892					\$1,892
	TASK 6 SUBTOTAL	0	228	792	0	8	10	\$114,292	\$2,550	\$27,500	\$3,949	\$1,320	\$149,611
	TOTAL	21	473	1,084	98	252	35	\$214,692	\$2,945	\$87,120	\$3,949	\$34,771	\$343,477

FEE SUMMARY			
Staff	Hours	Rate	Fees
E1 - Engineer 1	21	\$160	\$3,360
E3 - Engineer 3 (PM)	473	\$130	\$61,490
E4 - Engineer 4	1084	\$105	\$113,820
E6 - Engineer 6	98	\$88	\$8,624
T1 - Technician 1	252	\$99	\$24,948
C1 - Clerical 1	35	\$70	\$2,450
Total Fees from Staff			\$214,692
Subconsultant			Fees
GeoDesign (Geotech)			\$87,120
Compass (Surveying)			\$34,771
Columbia West (QA Testing)			\$3,949
Total Fees from Subconsultants			\$125,840
<i>NOTE: Fee includes 10% markup</i>			
Expenses			Cost
Printing (P)			\$165
Mileage (M)			\$2,780
Total Fees from Expenses			\$2,945
TOTAL BUDGET			\$343,477



2016 RATE SCHEDULE

<u>Staff</u>	<u>Rate</u>
Quality Control Manager	\$204.00/hour
Principal Engineer	\$175.00/hour
Engineer 1	\$160.00/hour
Engineer 2	\$148.00/hour
Engineer 3	\$130.00/hour
Engineer 4	\$105.00/hour
Engineer 5	\$99.00/hour
Engineer 6	\$88.00/hour
Inspector	\$90.00/hour
Senior Designer	\$125.00/hour
Technician 1	\$99.00/hour
Technical Writer	\$88.00/hour
Clerical 1	\$70.00/hour

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

EXHIBIT A



December 28, 2015

Mr. Paul Rudwick
Wallis Engineering
215 W. 4th Street, Suite 200
Vancouver, Washington 98660

**RE: SCOPE AND FEE FOR PROPOSED SURVEY SERVICES
CITY OF OREGON CITY-2016 PAVING IMPROVEMENT PROJECTS**

Dear Mr. Rudwick:

Compass Land Surveyors is pleased to provide the following proposal for the above referenced project for your consideration.

Buchanan Street

This project site will entail full depth reconstruction of portions of Buchanan Street, 13th Street and 14th Street. Survey records research indicates the presence of several right of way monuments along the project corridor. Although the right of ways are relatively narrow, it is not expected that any of the monuments should be disturbed. Therefore, it is not anticipated that a Pre-Construction Record of Survey will be required. As a precaution, however, it is recommended that fieldwork be performed to locate and tie any existing monuments along the corridor right of way to ensure that a current record of the description and location of any monument is available should any of them end up being disturbed by construction. The scope of this work does not include fieldwork to replace any disturbed monument nor the subsequent cost to prepare a Record of Survey.

Scope: Research and field surveying to recover and tie positions of existing monuments along the right of way within the project limits.

Pre-Construction Monumentation Tie Out

Staff Type	Hours	Rate	Total
Senior Surveyor	3	110.00	330.00
Field Crew	8	150.00	1200.00
Total			1530.00



Jackson-12th to 16th; 10th-Jackson to VanBuren; 9th-John Adams to Monroe

These three project sites will entail full depth reconstruction of portions of these roads and will also include the installation of several new ADA ramps. Survey records research indicates the presence of several right of way monuments as well as a possible centerline monument. A Pre-Construction Record of Survey will be required as it is anticipated that one or more of the monuments will be disturbed. Following completion of construction, it is assumed that a Post-Construction Record of Survey will be required.

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

Pre-Construction Record of Survey

Staff Type	Hours	Rate	Total
Senior Surveyor	12	110.00	1320.00
Field Crew	20	150.00	3000.00
Survey Tech	4	85.00	340.00
ACAD Tech	8	85.00	640.00
Reprographic Fee			35.00
Filing Fee			400.00
		Total	5735.00

Establish location of centerline monument box for contractor (only if an existing monument is found during the Pre-Construction Record of Survey at 12th and Jackson)

Staff Type	Hours	Rate	Total
Field Crew	2.5	150.00	375.00
		Total	375.00

Post-Construction Record of Survey

Staff Type	Hours	Rate	Total
Senior Surveyor	8	110.00	880.00
Field Crew	12	150.00	1800.00
ACAD Tech	6	85.00	510.00
Reprographic Fee			35.00
Filing Fee			400.00
		Total	3645.00

Carnegie Center Area: Parking lot at 6th and Washington, 5th Street, 6th Street, John Adams Street, Jefferson Street

This project site will entail full depth reconstruction on portions of 6th Street, John Adams Street and Jefferson Street, 2 inch inlay on 5th Street and new parking lot improvements at 6th and Washington Street and will also include the installation of several new ADA ramps. Survey records research indicates the presence of several right of way monuments as well as offset monuments in the right of way and a centerline monument in John Adams Street. A Pre-Construction Record of Survey will be required as it is anticipated that one or more of the monuments will be disturbed. Following completion of construction, it is assumed that a Post-Construction Record of Survey will be required.

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

Pre-Construction Record of Survey

Staff Type	Hours	Rate	Total
Senior Surveyor	10	110.00	1110.00
Field Crew	14	150.00	2100.00
Survey Tech	4	85.00	340.00
ACAD Tech	8	85.00	680.00
Reprographic Fee			35.00
Filing Fee			400.00
		Total	4665.00

Establish location of centerline monument box for contractor in John Adams Street

Staff Type	Hours	Rate	Total
Field Crew	2.5	150.00	375.00
		Total	375.00

Post-Construction Record of Survey

Staff Type	Hours	Rate	Total
Senior Surveyor	8	110.00	880.00
Field Crew	12	150.00	1800.00
ACAD Tech	6	85.00	510.00
Reprographic Fee			35.00
Filing Fee			400.00
		Total	3625.00

Scope: Field surveying and office work to prepare a topographic site map of the parking lot at 6th and Washington. Mapping will locate surface features related to existing improvements as well as tone marks for underground utilities. No depth of underground utilities will be provided. No property lines or right of way lines will be determined.

Topographic Mapping of Parking Lot at 6th and Washington (includes request for public utility locates; no utility depths required).

December 28, 2015

Mr. Paul Rudwick – Wallis Engineering

Staff Type	Hours	Rate	Total
<i>Senior Surveyor</i>	<i>2</i>	<i>110.00</i>	<i>220.00</i>
<i>Field Crew</i>	<i>4</i>	<i>150.00</i>	<i>600.00</i>
<i>Survey Tech</i>	<i>4</i>	<i>85.00</i>	<i>340.00</i>
<i>ACAD Tech</i>	<i>4</i>	<i>85.00</i>	<i>340.00</i>
		<i>Total</i>	<i>1500.00</i>

Madison-12th to 15th Street

This project site will entail 2 inch inlay on Madison Street between 12th and 15th. Survey records research indicate the presence of several right of way monuments as well as the possibility of a centerline monument at 15th and Madison and at 13th and Madison. If the two centerline monuments are not found, a Pre-Construction Record of Survey is not anticipated to be required as it is not expected that any of the right of way monuments will be disturbed. If centerline monuments are found, additional work related to a Pre-Construction Record of Survey, Establishment of Centerline Monument Box Locations for Contractor and preparation of a Post-Construction Record of Survey will be required. However, rather than preparing a separate Pre-Construction and Post-Construction Record of Survey for this site, the Pre-Construction Record of Survey and Post-Construction Record of Survey being performed for the Jackson-12th to 16th site will be expanded to include this site. The additional costs to expand the survey work on the Jackson-12th to 16th site to include any required work at this site should centerline monuments be present is listed below.

Estimated Fee: Research and field surveying to search for and tie any centerline monuments within the project corridor.

Pre-Construction Centerline Monumentation Research and Site Investigation

Staff Type	Hours	Rate	Total
Senior Surveyor	3	110.00	330.00
Field Crew	3	150.00	450.00
		Total	780.00

Additional Work to Expand Pre-Construction Record of Survey for Jackson Street to include this site

Staff Type	Hours	Rate	Total
Senior Surveyor	6	110.00	220.00
Field Crew	6	150.00	900.00
ACAD Tech	3	85.00	255.00
		Total	1375.00

Establish location of centerline monument box for contractor in Madison Street (if required)

Staff Type	Hours	Rate	Total
Field Crew	3	150.00	450.00
		Total	450.00

Additional Work to Expand Post-Construction Record of Survey for Jackson Street to include this site

Staff Type	Hours	Rate	Total
Senior Surveyor	3	110.00	330.00
Field Crew	4	150.00	600.00
ACAD Tech	3	85.00	255.00
		Total	1185.00

Charman Street at Cherry Avenue

This project site will entail full depth reconstruction of Charman Street west of Cherry Avenue for approximately 180 feet. Survey records research indicates the presence of several right of way monuments along the project corridor. Assuming the road is centered in the right of way, it is not expected that any of the monuments should be disturbed. Therefore, it is not anticipated that a Pre-Construction Record of Survey will be required. As a precaution, however, it is recommended that fieldwork be performed to search for a sufficient number of right of way monuments within the project corridor to confirm that the right of way is reasonably far enough from the proposed construction to avoid disturbance to any right of way monuments. It is proposed that this monumentation work will be performed at the same time as the topographic mapping required for this site. The scope of this work does not include fieldwork related to preparation of a Pre-Construction Record of Survey or Post-Construction Record of Survey should it turn out to be required.

Estimated Fee: Research, field surveying and drafting to prepare a topographic site map for the required portion of Charman Street. The topographic site map will show any existing right of way monuments found along the project corridor as well as required surface features within the project corridor. The right of way location of Charman Street will not be determined unless sufficient right of way monumentation can be recovered.

Topographic Mapping of Charman Street

Staff Type	Hours	Rate	Total
<i>Senior Surveyor</i>	<i>2</i>	<i>110.00</i>	<i>220.00</i>
<i>Field Crew</i>	<i>4</i>	<i>150.00</i>	<i>600.00</i>
<i>Survey Tech</i>	<i>4</i>	<i>85.00</i>	<i>340.00</i>
<i>ACAD Tech</i>	<i>4</i>	<i>85.00</i>	<i>340.00</i>
		<i>Total</i>	<i>1500.00</i>

Trillium Park Drive

This project sites will entail full depth reconstruction of a portion of Trillium Park Drive between Canyon Court and Swordfern Court for approximately 88 feet. Survey records research indicates the presence of several right of way and centerline monuments in the area. It is not expected that any of the right of way or centerline monuments will be disturbed. Therefore, it is not anticipated that a Pre-Construction Record of Survey will be required. As a precaution, however, it is recommended that fieldwork be performed to locate and tie any existing monuments along and within the corridor right of way to ensure that a current record of the description and location of any existing monument is available should any of them end up being disturbed by construction. The scope of this work does not include fieldwork to replace any disturbed monument nor the subsequent cost to prepare a Record of Survey.

Scope: Research and field surveying to recover and tie positions of existing monuments along and within the right of way of Trillium Park Drive within the project limits.

Pre-Construction Monumentation Tie Out

Staff Type	Hours	Rate	Total
<i>Senior Surveyor</i>	<i>3</i>	<i>110.00</i>	<i>330.00</i>
<i>Field Crew</i>	<i>6</i>	<i>150.00</i>	<i>900.00</i>
		<i>Total</i>	<i>1230.00</i>

Contingency Topographic Mapping

This item will entail field and office work to provide topographic mapping services on an as-needed basis, as directed, at specific sites.

Staff Type	Hours	Rate	Total
Senior Surveyor	2	110.00	220.00
Field Crew	16	150.00	2400.00
Survey Tech	4	85.00	340.00
ACAD Tech	8	85.00	680.00
		Total	3640.00

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

Sincerely,



Don Devlaeminck, P.L.S.

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INTRODUCTION

GeoDesign, Inc. is pleased to submit this proposal for pavement engineering services for the City of Oregon City, Oregon (City). We understand the City has identified several roadway segments proposed for rehabilitation or reconstruction during 2016. Table 1 lists the street segments and proposed improvements. The scope of this proposal is to conduct field investigations to assist in estimating the thickness of the surface layer of the streets planned for rehabilitation and to provide information necessary for recommending pavement sections for the streets planned for reconstruction. We propose subsurface explorations and ground penetrating radar (GPR) testing and analysis for estimating surface layer thickness and dynamic cone penetrometer (DCP) testing and analysis to support our pavement design recommendations. Our proposal also includes preliminary fee estimates to provide construction support.

Table 1. Proposed Street Segments and Proposed Improvements

Street	From	To	Approx. Length (feet)	Proposed Improvement
5 th Street	Washington Street (edge of intersection)	Monroe Street (50 feet beyond edge of intersection)	1150	Rehabilitation
6 th Street	Washington Street (edge of intersection)	Jefferson Street (edge of intersection)	680	Rehabilitation or Reconstruct
John Adams Street	5 th Street (edge of intersection)	7 th Street (edge of intersection)	630	Rehabilitation or Reconstruct
Jefferson Street	5 th Street (edge of intersection)	7 th Street (125 feet short of intersection)	510	Rehabilitation or Reconstruct
9 th Street	John Adams Street (through intersection and 5' beyond edge)	Monroe Street (15 feet from edge of intersection)	1080	Reconstruct
Madison Street	12 th Street (15 feet from edge of intersection)	15 th Street (15 feet from edge of intersection)	950	Rehabilitation
Jackson Street	12 th Street (15 feet from edge of intersection)	15 th Street (edge of intersection)	950	Rehabilitation or Reconstruct
Jackson Street	15 th Street (15 feet from edge of intersection)	16 th Street (15 feet from edge of intersection)	340	Rehabilitation or Reconstruct
10 th Street	Jackson Street (Edge of Intersection)	VanBuren Street (5 feet beyond edge of intersection)	270	Rehabilitation or Reconstruct

Exhibit A2

Pioneer Parking Lot #1 (5th/Jefferson)	N/A	N/A	0	Spot Repair/Slurry
Pioneer Parking Lot # (6th/Washington)	N/A	N/A	170	Reconstruct AC
14 th Street	Prescott Street (Edge of Intersection)	Buchanan Street (Edge of Intersection)	210	Reconstruct
Buchanan Street	14th Street (Through intersection)	13th Street (Through intersection)	380	Reconstruct
13 th Street	Buchanan Street (Edge of Intersection)	Lincoln Street (Through Intersection)	230	Reconstruct

GeoDesign has previously estimated the thickness of the surface layer on 9th Street by conducting GPR testing and one core between Jackson and Madison. We propose additional subsurface explorations on 9th Street to assist in developing pavement designs.

APPROACH

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

SCOPE OF WORK

TASK 1 – FIELD INVESTIGATION

We propose GPR testing and pavement coring to estimate the existing pavement thickness with the exception of 9th Street where GPR testing was previously completed. For pavement cores, we recommend at least one core per block. Additionally on streets considered for rehabilitation, we recommend a minimum of two cores per street section with at least one core in patching areas, if present. In addition, we propose to complete a field survey of pavement conditions during a joint reconnaissance with Wallis and the City. The purpose of the field survey will be to identify sections of pavement for full depth repair during construction. Our specific scope of services for this task will include the following:

- Identify and mark coring locations and call in utility locates.
- Provide traffic control plans and traffic control through our subcontractor when required. We anticipate that permitting requirements and fees will be handled by City personnel.
- Complete a distress survey of the existing pavement segments and log the extent of moderate to high severity fatigue cracking and other distresses that are commonly associated with soft and/or failed subgrade.
- Explore subsurface conditions by completing core borings to depths of up to 3 feet below

EXHIBIT A

ground surface (BGS). We estimate up to 28 cores at the following areas:

- 5th Street: Four cores
- 6th Street: Two cores
- John Adams Street: Two cores
- Jefferson Street: Two cores
- 9th street: Two cores
- Madison Street: Three cores
- Jackson Street: Four cores (total of two sections)
- 10th Street: Two cores
- 14th Street: One core
- Buchanan Street: Two cores
- 13th Street: One core
- 5th and Jefferson Parking Lot: Two cores
- 6th and Washington Parking Lot: One core
- Maintain a detailed log of the explorations. Classify the subgrade soil during field explorations. Obtain samples of the pavement, base, and subgrade materials encountered.
- Conduct DCP testing at one to two locations per street section. Evaluate DCP results and soil classification results to estimate the resilient modulus of the subgrade soil.
- Conduct laboratory testing to determine the in situ moisture content of the subgrade soil to assist in determining the likelihood of potential problems during construction. In areas marked for reconstruction, conduct atterberg limits tests on clayey soils.
- Conduct GPR tests in the outside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna on each street section (excluding parking lots) being considered for rehabilitation.
- Analyze truck-mounted GPR data and provide a plot of estimated asphalt concrete thickness by pavement station. GPR data to be supplemented by subsurface exploration data.

TASK 2 – PAVEMENT DESIGN AND PLAN REVIEW

We propose assisting the design team in developing recommendations for pavement rehabilitation and reconstruction sections. Evaluation of alternatives will require an estimate of the subgrade soil stiffness along the street segments, together with an estimate of the traffic volumes and truck classifications along each segment. In addition, we will work with the City and Wallis to review plans and specifications. Our specific scope of services for this contingency task will include the following:

- Review field and laboratory results.
- Summarize pavement thickness data.
- Calculate resilient modulus of the subgrade based on DCP results.
- Estimate existing pavement capacity on rehabilitation candidates.
- Analyze traffic loadings based on 2014 classification counts available through the City's web site.
- Provide recommendations for pavement repair and/or patching where required.
- Provide recommendations for pavement rehabilitation thickness.
- Provide recommended pavement sections for reconstruction; with a focus on potential candidates for full depth reclamation and/or in place cement amended base.

- Provide recommendations for materials and construction.
- Complete a draft letter report summarizing our findings and recommendations.
- Provide pavement design support including pavement material recommendations and consulting with design team personnel.
- Review pavement-design specific portions of the plans and specifications
- Attend 50 and 90 percent plan review meetings with the City and Wallis Engineering.
- Provide a final letter report summarizing our recommendations and the recommendations of the design team.

TASK 3 – CONSTRUCTION SUPPORT

We propose assisting the design team with regard to construction activities. It is difficult to accurately estimate our fee because our time on the project will depend on the rate at which construction proceeds, weather conditions, the number of required site visits, and the amount of time required during each site visit. For budgetary purposes and based on the information available at the time of this estimate, we have assumed the following involvement with the project.:

- Attend pre-construction meetings for road construction where applicable.
- Provide requests for information (RFI) and review material submittals when requested. We estimate up to two RFI responses for rehabilitation paving and up to four RFI responses for reconstruction paving.
- Provide field support for reconstruction projects during construction when requested. We estimate up to five street sections will be reconstructed. We realize that actual field conditions and contractor schedule will affect the overall budget, however for budgeting purposes, we estimate the following field construction observation time per reconstruction street:
 - Up to two full time (9 hour) visits per street by a staff engineer
 - Up to three part time(5 hour) visits per street by a staff engineer
 - Assorted field equipment
 - Laboratory testing on up to two unconfined compression tests of cement amended samples per street.
 - Up to 4 hours per street for PM/Senior Associate
- Attend up to three meetings during construction to discuss progress and assist the project team where applicable.

CONTINGENCY TASK: CEMENT STRENGTH LABORATORY TESTING

If desired by the City, conduct laboratory trials on select streets slated for reconstruction with cement amended base material. Laboratory results will include cement content by dry weight based on a target unconfined compressive strength. For each street section selected for laboratory cement trials, we recommend the following additional scope of work.

- Collect bulk samples of asphalt concrete, aggregate base, and subgrade from exploration cuttings and transport cuttings to the lab. A total of at least four explorations are required per cement design. Extra explorations will be required.
- Identify construction methodology and preliminary pavement sections
- Combine laboratory samples based on preliminary pavement sections.

- Complete a maximum moisture/density curve on the combined sample.
- Combine soil trials samples at up to three cement contents
- Cure samples in laboratory conditions for seven days.
- Perform unconfined compressive testing on samples
- Estimate optimal cement content for construction based on laboratory trials.

SCHEDULE AND FEE

We will schedule our work upon receipt of a signed task order from Wallis Engineering. Please note that our field schedule will need to be flexible because dry pavement is required to complete the GPR measurements. During our analysis, we will provide information as it develops and provide regular status updates. We will complete the work for Tasks 1 through 3 as described above on a time-and-expense basis for the not-to-exceed fee itemized below. Should the City authorize the two contingency tasks, we will complete the work for Tasks 1 through 5 as described above on a time-and-expense basis for the not-to-exceed fee itemized below.

<i>TASK 1 – FIELD INVESTIGATION</i>	Estimated Fee
Field labor, equipment, and materials	\$12,000
Laboratory	1,700
Reporting, meetings, and project management	1,500
Subcontractor fees	<u>14,250</u>
SubTotal	\$29,450
<i>TASK 2 – PAVEMENT DESIGN AND PLAN REVIEW</i>	
Analysis and reporting	\$4,350
Plan review, meetings, and project management	<u>5,400</u>
SubTotal	\$9,750
<i>TASK 3 – CONSTRUCTION SUPPORT (Estimate)</i>	
Staff Engineer, construction observation, 165 hours assumed	\$15,850
Assorted lab tests, equipment charges, mileage	\$3,600
Senior Associate, construction observation and meetings, 20 hours assumed	3,700
Senior Associate, RFI responses and consulting, 10 hours assumed	<u>1,850</u>
SubTotal	\$25,000
Total (Tasks 1 – 3):	\$64,200
<i>CONTINGENCY TASK - LABORATORY CEMENT DESIGNS (each)</i>	
Field labor, equipment, and materials	\$1,000
Laboratory	2,000
Analysis, reporting, and project management	800
Subcontractor fees	<u>1,200</u>
SubTotal	\$5,000

EXHIBIT A

Exhibit A2

Assume Three Designs	\$15,000
Total (With contingency three designs):	\$79,200

♦ ♦ ♦

December 21, 2015

Mr. Wes Wegner
Wallis Engineering
215 W. 4th Street, Suite 200
Vancouver, WA 98660
Phone: 360-852-9160
Email: wes.wegner@walliseng.net

**Re: Contract for Material Testing and Observation Services
Oregon City Annual Paving Projects - QA
Oregon City, Oregon**

Mr. Wegner:

Columbia West Engineering, Inc. (Columbia West) is pleased to provide this proposal agreement / contract with attached standard terms and conditions and fee schedule (Exhibits A and B, 3 pages) for requested testing and observation services.

It is our understanding that you are requesting the following testing and observation services for the above-referenced project located in Oregon City, Oregon. The terms and conditions set forth in this contract are to provide the basis for the relationship between Columbia West and Wallis Engineering.

Scope of Services.

- 1) *Provide incinerator oven calibrations, asphaltic concrete mix design verification testing and observation, and theoretical max density (Rice) testing.*
- 2) *Services will be provided on an on-call basis. Electronic copies of reports will be distributed to relevant and requested parties.*

Start Time/Completion Time/Schedule. Services will be performed at an on-call basis according to your request and schedule.

EXHIBIT A

Exhibit C
Oregon City Paving QA
Oregon City, Oregon
Construction Testing and Observation Estimate



ESTIMATE BASED ON ASSUMED NUMBER OF SITE VISITS

Item					Billing Rate	Estimated Total					
Sampling and Observations											
Incinerator Calibration P/U	2	trips at	2	hours/ea	\$25	mileage	\$0	dens/equip fee	\$65	/hr	\$310.00
Gyro Sample Obs and P/U	2	trips at	5	hours/ea	\$25	mileage	\$0	dens/equip fee	\$65	/hr	\$700.00
Rice Sample P/U	3	trips at	2	hours/ea	\$25	mileage	\$0	dens/equip fee	\$65	/hr	\$465.00
subtotal =										\$1,475.00	
Laboratory Services											
Incinerator Calibration (contractor supplied calibration sample)	2	tests					\$400.00	/ea	\$800.00		
Mix Design Verification (contractor fabricated gyratory sample)	2	tests					\$385.00	/ea	\$770.00		
Rice Density	3	tests					\$95.00	/ea	\$285.00		
subtotal =										\$1,855.00	
Miscellaneous Services											
Administrative Support	2	hours					\$45	/hr	\$90.00		
Project Management / Meetings	2	hours					\$85	/hr	\$170.00		
subtotal =										\$260.00	
TOTAL ESTIMATED COST:										\$3,590.00	

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

2. Payment.

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

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

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

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

3. Independent Contractor Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

5. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

(iii) Not permit any lien or claim to be filed or prosecuted against City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Consultant under this Agreement and, unless Consultant is subject to back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

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

(b) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due Consultant by reason of this Agreement.

(c) The payment of a claim in this manner

shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

Consultant shall comply with all federal, state, and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

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

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

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

Printed January 28, 2016

 Parks





City of Oregon City

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

Staff Report

File Number: 16-056

Agenda Date: 2/3/2016

Status: Consent Agenda

To: City Commission

Agenda #: 8e.

From: Public Works Director John Lewis

File Type: Contract

SUBJECT:

Amendment No. 2 to Personal Services Agreement (PS 12-011) with Five Stars International, Ltd. for Municipal Elevator Staffing Services

RECOMMENDED ACTION (Motion):

Authorize the City Manager to execute Amendment No. 2 to Personal Services Agreement PS 12-011, Municipal Elevator Staffing Services, in the amount of \$111,120.30 with Five Stars International, Ltd. to provide elevator staffing services for the Oregon City Municipal Elevator.

BACKGROUND:

The City owns and maintains the Municipal Elevator located at 300 7th Street. Since 1991, the City has contracted with Five Stars International, Ltd. to provide staffing for the elevator.

On December 19, 2012, the City entered into a three-year contract with Five Stars International, Ltd. after publishing a request for proposals (RFP) in accordance with City and State contracting procedures. This three-year contract expired on December 31, 2015, and the City seeks to extend the contract for one (1) additional one-year term. ORS 137-047-0800 (1)(a) allows for such a change if the amendment is within the scope of the original procurement. Although the original contract terms did not allow for automatic contract extension terms, the rules state that an amendment is within the scope of the Procurement if the Agency determines that, if it had described in the Procurement the changes to be made by the amendment, "it would not likely have increased competition or affected award of the Contract." The original contract RFP had two responsive parties, of which Five Stars Industries won the award. Staff does not believe that allowing for additional annual terms would have materially increased the responses to the bid and thereby increased the competition or otherwise affected the award of the contract. Over the years, Five Stars International, Ltd. has provided excellent staffing services, demonstrated good communication with Public Works staff, and delivered detailed ridership information.

Five Stars International, Ltd. has submitted a fee schedule for this additional one-year term in the amount of \$111,120.30 which is a 2.9 percent difference from the three year average of \$108,005.87 for the 2013-2015 contract term. This 2.9 percent increase helps Five Stars International, Ltd. to be able to account for Oregon's 2016 Sick Time Law which mandates employers to provide 1 hour of sick leave for every 30 hours worked.

BUDGET IMPACT:

Amount: \$111,120.30

FY(s): 2016-17

Funding Source: Transportation Operations - Technical Services



City of Oregon City

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

Staff Report

File Number: 16-056

Agenda Date: 2/3/2016

Status: ATS Review

To: City Commission

Agenda #: 8e.

From: Public Works Director John Lewis

File Type: Contract

SUBJECT:

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BUDGET IMPACT:

Amount: \$111,120.30

FY(s): 2016-17

Funding Source: Transportation Operations - Technical Services

CITY OF OREGON CITY
Amendment No. 2 to Personal Services Agreement

MUNICIPAL ELEVATOR STAFFING SERVICES PS 12-011

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **Five Stars International, Ltd.**, (hereinafter PS Contractor), which was previously entered into on **December 19, 2012** (hereinafter Contract) for **MUNICIPAL ELEVATOR STAFFING SERVICES**; and

Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

1. The **Scope of Work** is hereby amended as follows:

No change.

2. The **Duration of Contract** is hereby amended as follows:

The agreement shall be extended for one (1) additional one-year period. Therefore, for provision of services, the agreement expiration date shall be extended from **December 31, 2015** to **December 31, 2016**.

3. The **Payment Provisions** are hereby amended as follows:

The contract price for the additional one-year period shall be increased by an amount not to exceed **One hundred eleven thousand one hundred twenty and .30/100 dollars (\$111,120.30)**. The total not to exceed amount of the Agreement shall be **Four hundred twenty-six thousand five hundred three and .38/100 dollars (\$426,503.38)**.

All other provisions of the Personal Services Agreement referenced above shall remain in full force and effect.

FIVE STARS INTERNATIONAL, LTD.

CITY OF OREGON CITY

By: _____

Name: _____

Title: _____

Date: _____

Tony Konkol

Interim City Manager

Date: _____

Date Authorized by Commission, if applicable:

12/19/12

Schedule 2										Schedule 3						Schedule 4					
CITY OF OREGON CITY										CITY OF OREGON CITY											
MUNICIPAL ELEVATOR STAFFING COSTS										MUNICIPAL ELEVATOR STAFFING COSTS											
Five Stars International, Ltd.										Five Stars International, Ltd.											
CY 2016										CY 2016											
Basic Operating Costs										Salary Range											
Annual amd Total Costs										Annual amd Total Costs											
DIRECT COST										Year											
Personal Services										1											
Position										12 mos											
Number										1											
Rate										2											
Quantity										3											
Total										4											
Position										5											
Hours										6											
Rate										1											
Total										2											
Position										3											
Elevator Guide II										4											
Elevator Guide I (P/T)										5											
Sub-Total Wages										6											
Sick Leave (1/30)										Basic Operations*											
Sub-Total Wages										Extended Hours (July-September)											
Other Payroll Expenses										Extended Hours (October)											
Social Security										Extended Hours (up to 20 hours)**											
Medicare										Grand Total											
State Unemployment										Monthly Payment*											
Federal Unemployment										Monthly payments for Basic Operations, excluding extended hours.											
Workers Compensation										Subject to prior authorization by the City of Oregon City.											
Workers Benefit Fund																					
Tri-Met																					
Sub-Total																					
Medical Insurance																					
Sub-Total Other Payroll Expenses																					
Total Personal Services																					
Other Direct Costs																					
Shirts/Jackets																					
Forms Printing																					
Total Other Direct Costs																					
TOTAL DIRECT COSTS																					
INDIRECT COSTS																					
Supervision, Accounting, Payroll,																					
Insurance, and Related Administrative Costs																					
GRAND TOTAL																					
Monthly Rate																					
Hours of Service Based on the Following:																					
Days																					
Elevator Guide II																					
Elevator Guide I																					
All Positions																					
Total Hours Per Year																					
@13 hrs.*6 Days*52 Weeks																					
@8.5 hrs.*1 Day*52 Weeks																					
Sub-Total Hours																					
Coverage - Paid Leave																					
Vacation																					
Sick Leave																					
Sub-Total -- P/T Coverage																					

EXHIBIT A



City of Oregon City

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

Staff Report

File Number: 16-065

Agenda Date: 2/3/2016

Status: Consent Agenda

To: City Commission

Agenda #: 8f.

From: City Recorder Kattie Riggs

File Type: Minutes

Minutes of the December 16, 2015 Regular Meeting



City of Oregon City

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

Meeting Minutes - Draft

City Commission

Dan Holladay, Mayor
Carol Pauli, Commission President
Brian Shaw, Rocky Smith, Jr., Renate Mengelberg

Wednesday, December 16, 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, Human Resources Director Jim Loeffler, City Recorder Kattie Riggs, Library Director Maureen Cole, Finance Director Wyatt Parno, Economic Development Manager Eric Underwood and Information Technology Supervisor David Knoll

2. Flag Salute

3. Ceremonies, Proclamations

Mayor Holladay announced Oregonian reporter Steve Mayes was retiring. He thanked Mr. Mayes for his work and wished him well.

4. Citizen Comments

Doug Neeley, resident of Oregon City, discussed trees being removed near Barclay School in the McLoughlin neighborhood, some of which were street trees. Mayor Holladay said most of the trees were on the School District's property.

Francesca Anton, resident of Oregon City, was concerned about losing tree cover and did not want the issue to slip by and not have people be held responsible. She added she smelled sewage odors near the elevator and was worried of system leaks during the storm. Mayor Holladay said many jurisdictions experienced some overflow due to record rainfall.

Denyse McGriff, resident of Oregon City, was disappointed in the violation of citizen trust regarding trees being removed by the School District without permits and the contractor not being licensed to do business in Oregon City. The trees removed were not in any danger of falling down. They were larger trees and she thought the Natural Resources Committee needed to review this issue so it did not keep happening.

Pam Kromer, resident of Oregon City, had the same concerns as Ms. McGriff. She had a degree in landscape architecture, was a member of the Oregon Association of Nurserymen, and a Clackamas County Master Gardener. She helped lead an effort

to plant over 400 street trees in the McLoughlin neighborhood 15 years ago. She had also been a part of the Natural Resources Committee and updating the City's tree ordinance. She was concerned that there was not more oversight on tree conservation, preservation, and tree removal permitting.

Tony Konkol, Interim City Manager, said Pete Walter in the Planning Department had contacted the School District. If there was removal of public trees, mitigation was required and the number of trees that needed to be replaced was in relation to the diameter of the trunk of the tree that was removed. It was usually enforced by Code Enforcement. If there was not a proper permit, they would be required to get the permit.

John Lewis, Public Works Director, said the City had annual disbursement of funding for trees and public projects incorporated more trees than were removed. The City took a strong stand in supporting and sustaining trees.

Mayor Holladay suggested holding a meeting with the School District to promote better communication.

Kathy Roth, resident of Oregon City, said a heritage tree on the corner of 5th and Jefferson Street was lost this week. That tree was diseased, but the trees that had been removed by the School District were not.

5. Adoption of the Agenda

The agenda was adopted as presented.

6. Public Hearings

6a. Request for Continuance: Historic Properties, LLC Application at Maplelane Road and Highway 213: Planning files ZC 15-03: Zone Change and PZ 15-01: Comprehensive Plan Amendment

Mayor Holladay opened the public hearing.

There was no public testimony.

A motion was made by Commissioner Shaw, seconded by Commissioner Pauli, to continue the hearing for the Historic Properties, LLC application at Maplelane Road and Highway 213: planning files ZC 15-03: Zone Change and PZ 15-01: Comprehensive Plan Amendment to February 17, 2016. 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

6b. Request for Continuance: Providence Willamette Falls Medical Center, Planning Files ZC 15-04: Zone Change, PZ 15-02: Amendment to the Comprehensive Plan and CP 15-02: Master Plan Amendment

Mayor Holladay opened the public hearing.

There was no public testimony.

A motion was made by Commissioner Mengelberg, seconded by

Commissioner Smith to continue the hearing for Providence Willamette Falls Medical Center, planning files ZC 15-04: Zone Change, PZ 15-02: Amendment to the Comprehensive Plan and CP 15-02: Master Plan Amendment to February 17, 2016. 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. Public Improvements Agreement Between the City of Oregon City and Developer at 19308 Leland Road

Mr. Lewis said this was a request to approve a development agreement with a private property owner for a property at 19308 Leland Road. The City had agreed to relinquish some right-of-way for the property to develop a single family home. Later the property would be partitioned, a second home would be built, and improvements would be made to Leland. He explained the improvements that would be made.

A motion was made by Commissioner Mengelberg, seconded by Commissioner Smith to approve the public improvements agreement between the City of Oregon City and developer at 19308 Leland Road. The motion carried by the following vote:

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

7b. Award of Personal Services Agreement for the Design and Bid Phase Services for the Linn Avenue Sanitary Sewer Replacement Project

Mr. Lewis said this was the third moratorium project area and had an expanded scope for future improvements to Linn Avenue.

A motion was made by Commissioner Pauli, seconded by Commissioner Mengelberg to approve the Personal Services Agreement for the design and bid phase services for the Linn Avenue Sanitary Sewer Replacement Project. 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

7c. Public Improvement Contract with North Sky Communications, Inc. to Design and Install Fiber Optic Cable to serve the Swimming Pool and Cemetery Facilities

Mr. Konkol said this was a contract to design and install fiber optic cable to serve the swimming pool and cemetery. These were the last facilities to be connected to the City's network and one of the year's goals was to improve IT services to all the City's facilities. The expense was already in the budget.

David Knoll, IT Supervisor, explained what would be included in the new services.

A motion was made by Commissioner Shaw, seconded by Commissioner Smith to approve the Public Improvement Contract with North Sky Communications, Inc. to design and install fiber optic cable to serve the Swimming Pool and Cemetery facilities. 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

8a. Resolution No. 15-37 Adopting the Public Works Engineering Fees Schedule and Establishing an Annual Adjustment

Commissioner Mengelberg requested to pull item 8a. from the Consent Agenda and there was consensus from the Commission.

Mr. Lewis said this was an annual adjustment to the Public Works engineering fees due to inflation.

Commissioner Mengelberg wanted to know how these fees compared to other jurisdictions.

Wyatt Parno, Finance Director, said when staff came with comprehensive fee change requests to the Commission they always did a comparison which happened about every five years. This was an increase due to market inflation and that analysis was typically not done.

A motion was made by Commissioner Mengelberg, seconded by Commissioner Pauli to approve Resolution No. 15-37 adopting the Public Works Engineering Fees Schedule and establishing an annual adjustment. The motion carried by the following vote:

8. Consent Agenda

A motion was made by Commissioner Smith, seconded by Commissioner Pauli to approve items 8b - 8h remaining on 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

8b. Deed of Dedication for a Section of Meyers Road at High School Avenue

8c. Economic Development Incentive Program Guidelines

8d. Minutes of the November 3, 2015 Special Work Session

8e. Minutes of the November 10, 2015 Joint Work Session with the Natural Resources Committee

8f. Minutes of the November 10, 2015 Work Session

8g. Minutes of the November 18, 2015 Regular Meeting

8h. Minutes of the December 2, 2015 Regular Meeting

9. Communications

a. City Manager

Mr. Lewis discussed the future Oregon Passenger Rail and announced the Leadership Council decided there would be a stop in Oregon City. He also discussed landslide issues at the Forest Edge Apartments. It was not a life safety threat and no one was being evacuated at this time.

Maureen Cole, Library Director, gave an update on the Library expansion project.

Mr. Konkol distributed the six-month Commission Goals progress update.

Mayor Holladay thought the Commission Goal Setting should be postponed until March. There was consensus to postpone from the rest of the Commission.

b. Commission

Commissioner Mengelberg reported on the MPAC (Metro Policy Advisory Committee) meeting, C-4 (Clackamas County Coordinating Committee) meeting, and the Main Street Real Estate Tour.

Commissioner Shaw reported on the OC Together event, Chamber Christmas party, Regional Wastewater meeting, Snowflake Raffle, and Library Building Committee meeting.

Commissioner Smith attended the 100-Year Anniversary of the Municipal Elevator. He wanted to make sure the original sign to the elevator would be displayed and preserved. He then reported on the Oregon City Heritage Coordinating Committee Parlor Tours, Christmas Tree Lighting event, the High School theatrical production of Little Women, and the Pioneer Pageant.

Commissioner Pauli attended the Elevator Anniversary, Tree Lighting, Friends of the Library Luncheon, Chamber of Commerce After Hours, and DOCA (Downtown Oregon City Association) Board meeting.

c. Mayor

Mayor Holladay attended the Elevator anniversary, meeting regarding Tri-City, tree lighting, Budget Committee interviews, Chamber After Hours, Regional Wastewater Capacity Advisory Committee meeting, and Executive Sessions. The City Manager applications had been reviewed and the eight top candidates were going to be reviewed by the Commission and narrowed down to three to be interviewed in January.

Appointment of Citizen Involvement Committee (CIC) Members

Mayor Holladay made the following appointments to the Citizen Involvement Committee (CIC) for a two year term commencing on January 1, 2016:

*Barclay Hills Neighborhood Association
CIC Primary: Tony Uzuegbunam
CIC Alternate: Mark Matheson*

*Canemah Neighborhood Association
CIC Primary: Jessica Smith
CIC Alternate: Dennis Anderson*

*Caulfield Neighborhood Association**CIC Primary: Mike Mitchell**CIC Alternate: None**Gaffney Lane Neighborhood Association**CIC Primary: Amy Willhite**CIC Alternate: None*

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

*Hillendale Neighborhood Association**CIC Primary: Faith Leith**CIC Alternate: Joyce Gifford**McLoughlin Neighborhood Association**CIC Primary: Jesse Buss**CIC Alternate: Cameron McCredie**Park Place Neighborhood Association**CIC Primary: Barbara Renken**CIC Alternate: Steve VanHaverbeke**Rivercrest Neighborhood Association**CIC Primary: Karin Morey**CIC Alternate: Harris Gwinn**South End Neighborhood Association**CIC Primary: Bill McConnel**CIC Alternate: Gary Fergus*

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

10. Adjournment

Mayor Holladay adjourned the meeting at 8:09 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



City of Oregon City

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

Staff Report

File Number: 16-066

Agenda Date: 2/3/2016

Status: Consent Agenda

To: City Commission

Agenda #: 8g.

From: City Recorder Kattie Riggs

File Type: Minutes

Minutes of the December 23, 2015 Special Meeting



City of Oregon City

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

Meeting Minutes - Draft

City Commission

Dan Holladay, Mayor
Carol Pauli, Commission President
Brian Shaw, Rocky Smith, Jr., Renate Mengelberg

Wednesday, December 23, 2015

4:00 PM

Commission Chambers

SPECIAL MEETING

1. Convene Special Meeting of the City Commission

Mayor Holladay called the meeting to order at 4:00 PM.

2. Roll Call

Present: 4 - Commissioner Brian Shaw, Commissioner Rocky Smith, Mayor Dan Holladay and Commissioner Renate Mengelberg

Absent: 1 - Commissioner Carol Pauli

Staffers: 8 - Community Development Director Tony Konkol, Assistant City Attorney Carrie Richter, Public Works Director John Lewis, Police Chief and Public Safety Director James Band, Assistant City Recorder Jaime Reed, City Recorder Kattie Riggs, Finance Director Wyatt Parno and Building Official Mike Roberts

3. General Business

3a. Consider the Extension of the Emergency Declaration and Review Current Landslide and Safety Hazards at the Forest Edge Apartments, Berryhill Apartments, and Berryhill Townhouses

Mr. Konkol said the new resolution extended the original resolution thirty (30) days past original sunset date. He reported the mandatory evacuation for ten (10) units at Berryhill is done but the lower units at the Forest Edge Apartments still need to evacuate and the City is contacting residents with available resources, and the American Red Cross has a shelter at the Oregon City High School.

Mr. Lewis mentioned the City was coordinating with Clackamas County, Red Cross, Clackamas Fire, and Oregon City Police as conditions at the site worsen. They coordinated volunteers to assist residents move their belongings. Animals should go to Clackamas County Animal Shelter in the short term. There were additional services available at the shelter and there were eighteen (18) registered there from both Berryhill and Forest Edge. The Shelter can't take donations of gifts or food. There was a shuttle at the site to take residents to the shelter.

Mayor Holladay mentioned that there was an account set up to take cash donations at the Lewis and Clark Bank for residents moving expenses.

Mr. Konkol added that search and rescue and debris removal services had been

added to the updated Resolution to match that of the County only as a precaution.

3a. 15-703 Consider the Extension of the Emergency Declaration and Review Current Landslide and Safety Hazards at the Forest Edge Apartments, Berryhill Apartments, and Berryhill Townhouses

Aye: 4 - Commissioner Brian Shaw, Commissioner Rocky Smith, Mayor Dan Holladay and Commissioner Renate Mengelberg

4. Communications

a. City Manager

b. Commission

c. Mayor

5. Adjournment

Mayor Holladay adjourned the meeting at 4:45 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



City of Oregon City

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

Staff Report

File Number: 16-067

Agenda Date: 2/3/2016

Status: Consent Agenda

To: City Commission

Agenda #: 8h.

From: City Recorder Kattie Riggs

File Type: Minutes

Minutes of the January 6, 2016 Regular Meeting



City of Oregon City

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

Meeting Minutes - Draft

City Commission

Dan Holladay, Mayor
Carol Pauli, Commission President
Brian Shaw, Rocky Smith, Jr., Renate Mengelberg

Wednesday, January 6, 2016

7:00 PM

Commission Chambers

1. Convene Regular Meeting and Roll Call

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

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

Staffers: 8 - Community Development Director Tony Konkol, City Attorney William Kabeiseman, Public Works Director John Lewis, Police Chief and Public Safety Director James Band, Human Resources Director Jim Loeffler, City Recorder Kattie Riggs, Library Director Maureen Cole and Economic Development Manager Eric Underwood

2. Flag Salute

3. Ceremonies, Proclamations and Presentations

3a. Election of Commission President for 2016

Mayor Holladay nominated Commissioner Rocky Smith for Commission President for 2016. The Commission voted by written ballot in favor of appointing Commissioner Smith as Commission President.

3b. Oath of Office for 2016 Commission President - The Honorable Laraine McNiece Officiating

Honorable Judge Laraine McNiece administered the Oath of Office to Commissioner Smith.

3c. Commission Appointments for 2016

The 2016 Commission appointments were as follows:

*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: Commissioner Carol Pauli; Alternate: Commissioner Brian Shaw

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.

10. Citizen Involvement Committee
Commission liaison: Commissioner Brian Shaw

11. Library Addition Building Project Committee
Commission liaison: Commissioner Brian Shaw

Mayor Holladay would be appointed by the Governor to the Willamette Falls Locks Task Force.

3d.

Mayoral Appointments to City Boards and Commissions

Mayor Holladay made the following appointments:

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.*

4. Citizen Comments

William Gifford, resident of Oregon City, gave kudos to Mr. Scott Archer for his presentation on the Parks Department and all the work they did. He reported on the Hillendale Neighborhood Association meeting where Spencer Rhodes from the Police Department gave a presentation and he did a wonderful job. He also thanked the person responsible for getting the Wi-Fi working again in the City.

Mayor Holladay thanked City staff, American Red Cross volunteers, County and State staff and officials, Oregon City Rotary Club and Rotary Club Foundation, Oregon City Emergency Relief Fund, and Commissioners Smith and Shaw for all of their work during the emergency flooding and landslide situations. Commissioner Shaw thanked the Mayor for all of his work.

Commissioner Pauli thanked community organizations, non-profits, and citizens for their help as well. Commissioner Smith thanked the School District.

5. Adoption of the Agenda

The agenda was adopted as presented.

6. Public Hearings

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

Mayor Holladay opened the public hearing.

Kattie Riggs, City Recorder, said a letter was received today from the hamlet of Beavercreek which was entered into the record.

Tony Konkol, Interim City Manager, said staff was requesting continuance of the hearing to January 20, 2016 to allow the Planning Commission to hold their hearing on January 11, 2016.

A motion was made by Commissioner Pauli, seconded by Commissioner Smith to continue the hearing for the re-adoption of the Beavercreek Road Concept Plan (Planning File LE 15-03) to January 20, 2016. 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. 16-02, Updating the Pavement Cut Standards and Drawings

John Lewis, Public Works Director, said when the Pavement Maintenance Utility Fee was adopted, one of the directives from the Commission at that time was to make sure there were high standards for when utilities cut into brand new pavement. This

was an update to those standards for better clarification and to correct some scrivener's errors.

A motion was made by Commissioner Shaw, seconded by Commissioner Smith to approve Resolution No. 16-02, updating the pavement cut standards and drawings. 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

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

- 8a.** Relinquishment Deed to Transfer Right-of-Way (ROW) on Beaver Creek Road and on Maple Lane Road from the Oregon Department of Transportation (ODOT) to the City of Oregon City
- 8b.** Personal Services Agreement with RH2 Engineering, Inc.
- 8c.** Fleet Purchase Authorization - LeeBoy Asphalt Paver
- 8d.** Barclay Hills Park Playground Purchase
- 8e.** Human Resources Director Merit Pay for Performance - Merit Payment
- 8f.** Minutes of the November 4, 2015 Regular Meeting

9. Communications

a. City Manager

Mr. Konkol announced the Pints from the Past event on January 19, 2016.

Eric Underwood, Economic Development Manager, gave an update on the Train Depot project, which had recently been completed.

Jim Band, Police Chief, discussed the Community Safety Advancement Fee that was passed in May. Collection would begin in February. Letters had been sent to businesses to explain the reasons for the fee. He was also planning to make a video that would come out in February that would tell the story and address concerns.

Maureen Cole, Library Director, gave an update on the progress of the Library addition project.

Mr. Konkol thanked everyone for their help over the last few weeks. The Emergency Operations Center went down on Monday, and staff would continue to monitor the condition of the apartment site. There were 52 units that were evacuated at the Berry

Hill and Forest Edge apartments and the sites were now vacant. The Red Cross shelter closed and the City did house five families. The Oregon City Landslide Relief Fund had been set up through the Rotary Club.

There was discussion regarding how the sites would remain vacant until improvements were made and the displaced residents finding permanent housing.

b. Commission

Commissioner Shaw thought the City went above and beyond what most other cities would have done during the recent emergency. He congratulated Mr. Underwood on the completion of the Train Depot.

Commissioner Smith reported on the latest Clackamas Heritage Partners meeting and how the number of visitors to the End of the Oregon Trail Interpretive Center was increasing.

Commissioner Pauli attended a volunteer recognition event with Commission Shaw which was sponsored by the Oregon City Chamber of Commerce.

c. Mayor

Mayor Holladay said the annual Chamber Gala was coming up in February and he asked the Commission for nominations for Citizen of the Year. He then discussed a series on Netflix called "High Profit" regarding medical and recreational marijuana. He thought the Commission should start working on time, place, and manner regulations for marijuana. There was consensus to start that process.

10. Adjournment

Mayor Holladay adjourned the meeting at 8:04 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



CITY COMMISSION UPDATE

February 3,, 2016

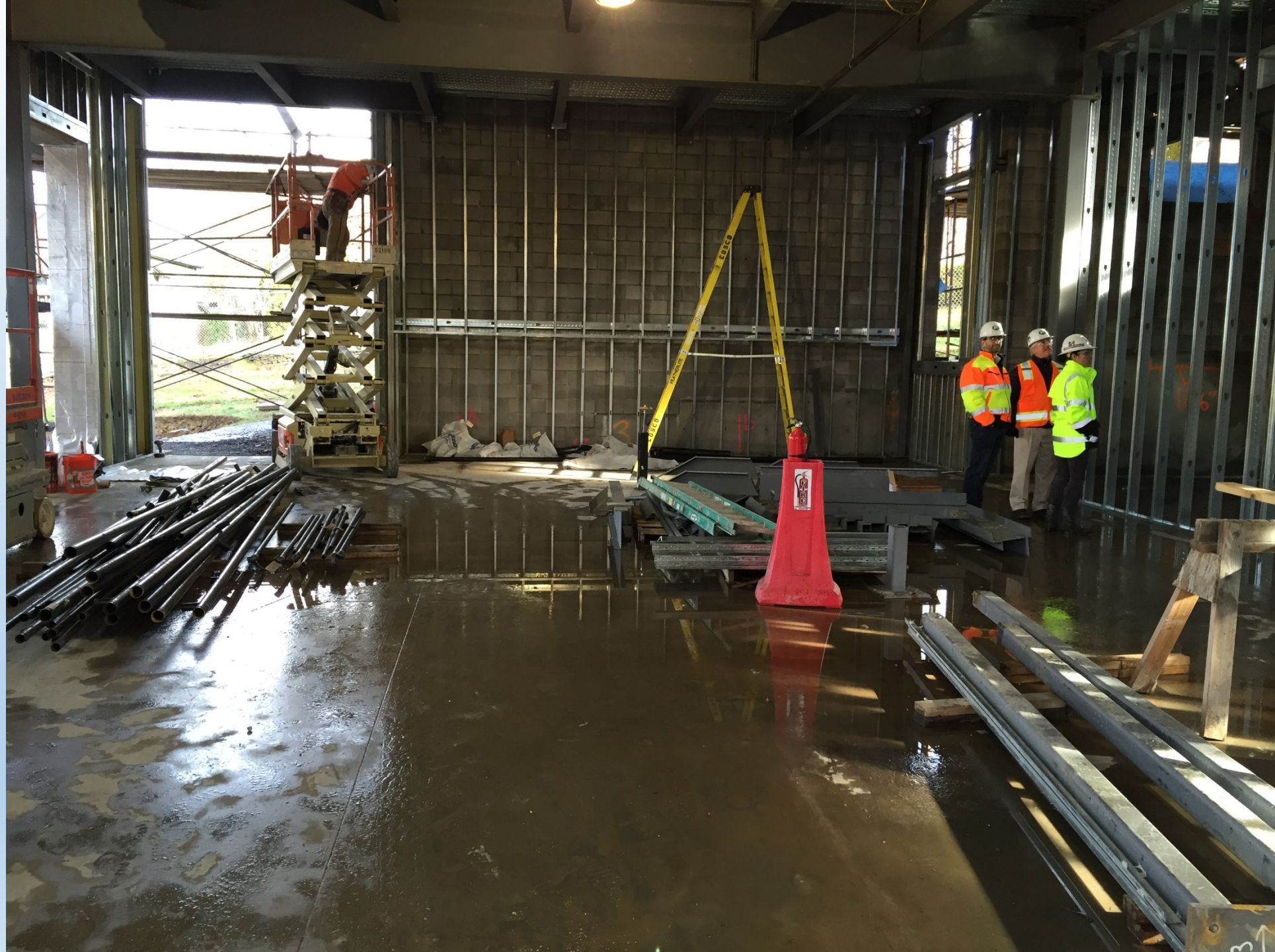






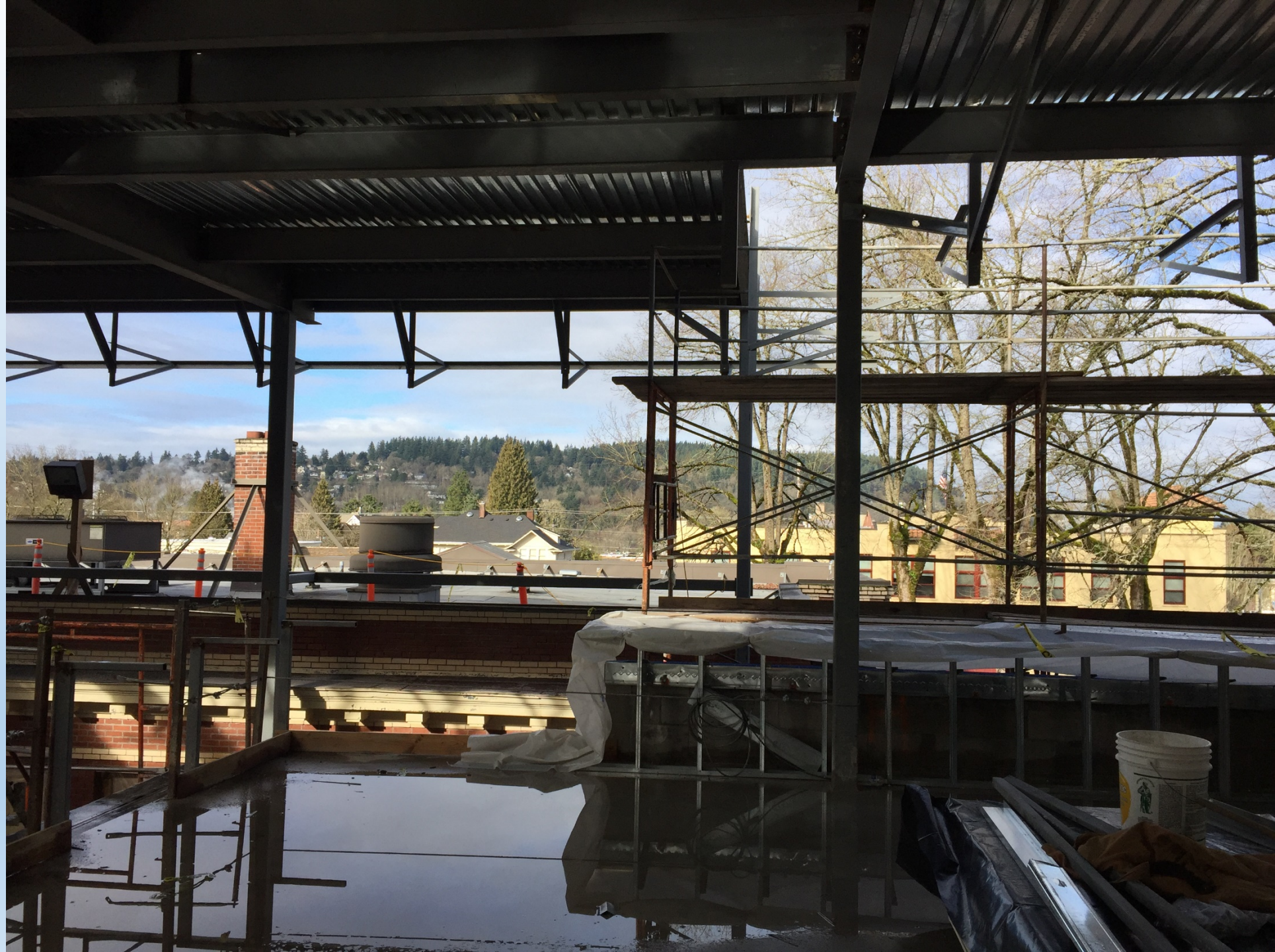






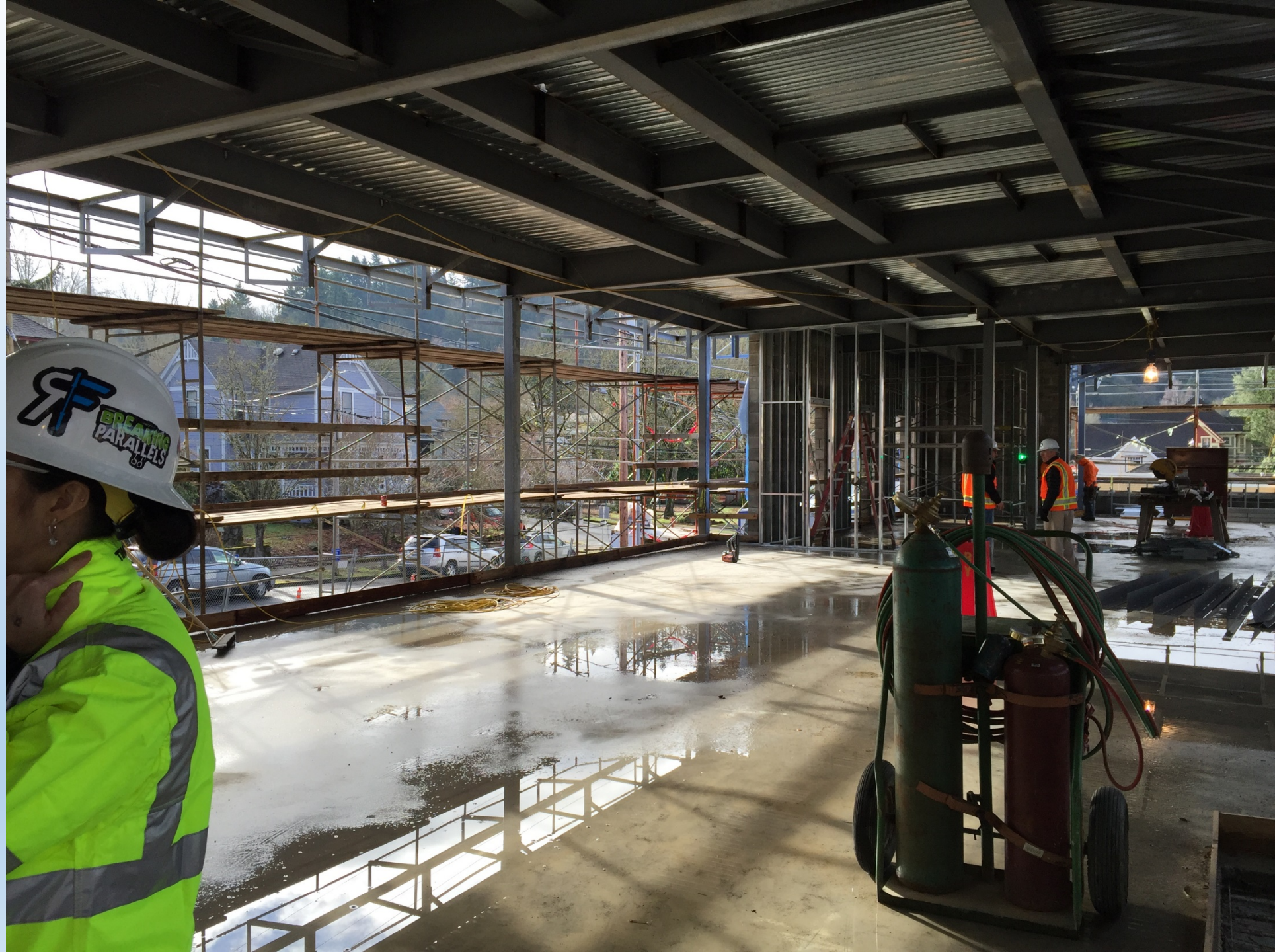
























OREGON CITY LIBRARY

January 2016



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January 2016

Oregon City Campus master plan adopted

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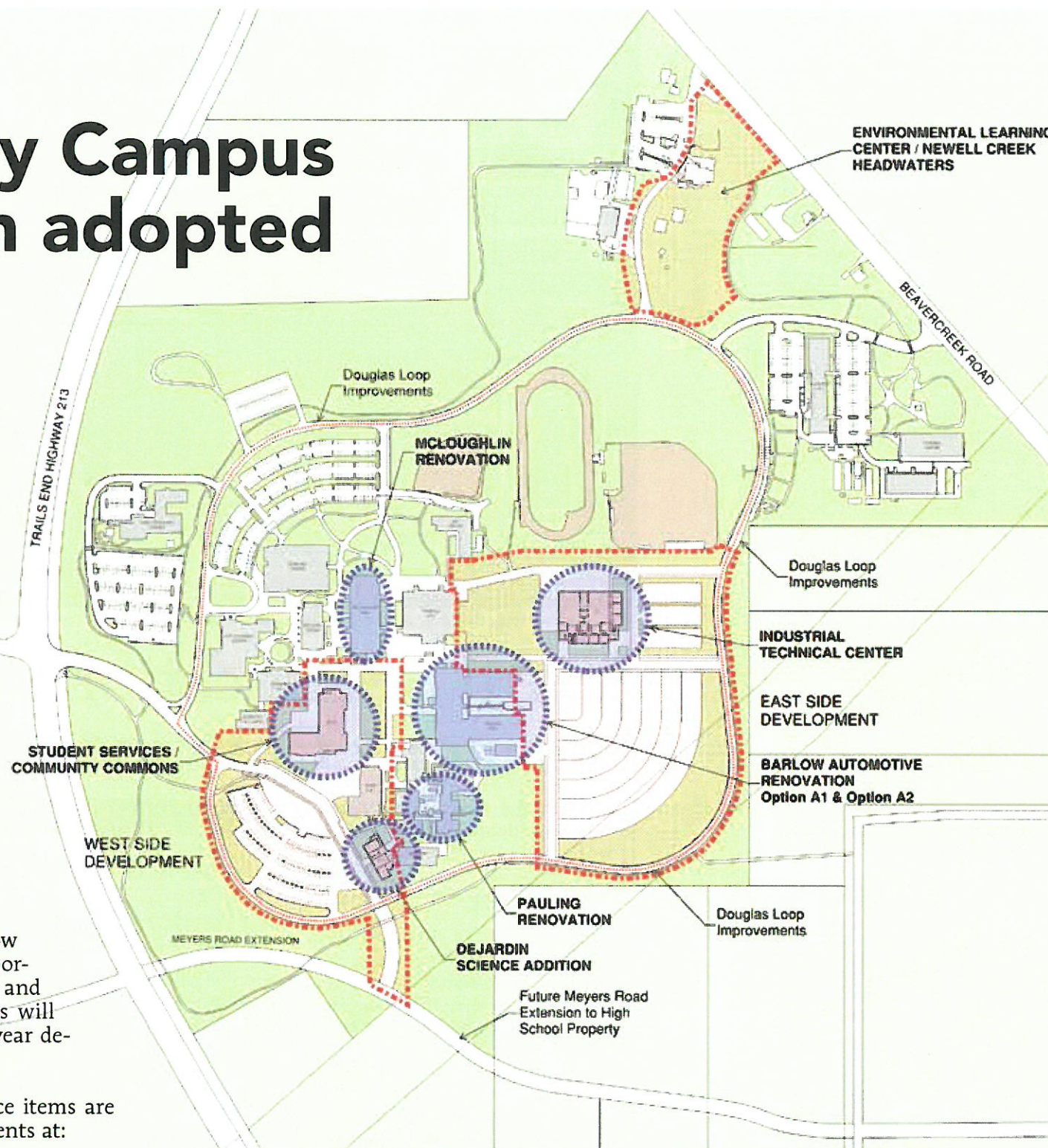
The bond package includes three buildings on the Oregon City Campus (a science building expansion, Student Services Community Commons replacement and the new Industrial Technical Center), infrastructure improvements and major maintenance. Since the passage of the bond, the college hired an architect for the master plan.

The master plan identifies the location of the Industrial Technical Center, DeJardin science addition and the Student Services Community Commons building, along with options for Automotive Science and remodels in Barlow Hall, McLoughlin Hall and Pauling Science Building C.

These buildings will allow CCC to grow and will ensure students will have opportunities for in-demand, living-wage jobs and to pursue transfer degrees. The projects will also allow students to complete a two-year degree at any of the three CCC campuses.

Infrastructure and major maintenance items are also identified. The plan lists improvements at:

- Environmental Learning Center
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- Clackamas County Fire District training area



MEYERS ROAD EXTENSION

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Citizen Oversight Committee Update

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mittee, Jane Reid and Jamie Damon. The COC also formed two subcommittees, one for the Oregon City Campus and one for the Harmony Community Campus, which are comprised of COC members and other community leaders in those areas.

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4-7 p.m.

For more information, contact CCC PIO Lori Hall at 503-594-3162 or lori.hall@clackamas.edu.

Come learn how we are partnering together and the services we provide. We hope you will join us and continue to be a part of this exciting project!



Groundbreaking for ELC will be May 21, 2016. RENDERING: COURTESY LANGO HANSEN LANDSCAPE ARCHITECTS

ELC/Newell Creek Restoration moves forward

As a part of the bond Projects, storm water improvements will be required across the Oregon City Campus. These improvements will strengthen the vitality of the headwaters of Newell Creek Canyon, which flow through the Environmental Learning Center (ELC). Concurrent with these improvements, Clackamas Community College will undertake a restoration project of the ELC that will be funded partially by a grant secured from Metro as well as \$1.7 million in funds to be raised by the CCC Foundation.

These renovations will include community space improvements, parking lot renovations, native plant restoration, walking trail adjustments and many other college and community initiatives. Yost Grube Hall Architecture was selected as the firm designing aspects of these projects.

The groundbreaking ceremony for the ELC restoration as well as guided natural area tours will kick off CCC's 50th Birthday celebration May 21, 2016, with completion anticipated in 2017.

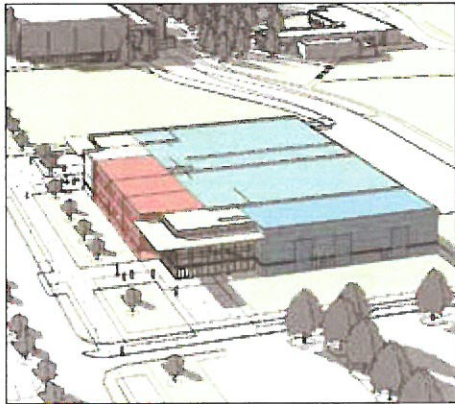
Industrial Technical Center design contract awarded

The first bond project on the Oregon City campus will be the Industrial Technical Center (ITC), which will benefit electronics, automotive, manufacturing, skilled trade and apprenticeship programs. The Board of Education awarded the contract of the design work for the ITC building to Opsis Architecture on Dec. 9, 2015.

The building will feature high-ceiling bays to accommodate specialized training equipment, industry partner spaces, advanced computer labs, general classroom spaces, a designated parking lot and flexibility to meet changing training needs for regional partnership programs. The building will also be designed for potential expansion as the college grows.

Anticipated Timeline

- Design and development: winter/spring 2016
- Construction preparations: summer/fall 2016
- Construction: begins spring 2017
- Occupancy: spring/summer 2018



RENDERING: COURTESY OPSIS ARCHITECTURE



The new Harmony Building will be 43,634 square feet with 10 classrooms. RENDERING: COURTESY HENNEBERY EDDY ARCHITECTURE

Board of Education approves Harmony Campus Conceptual Plan

Last fall, the Clackamas Community College Board of Education approved the conceptual plan for the second phase of CCC at Harmony Community Campus in Milwaukie.

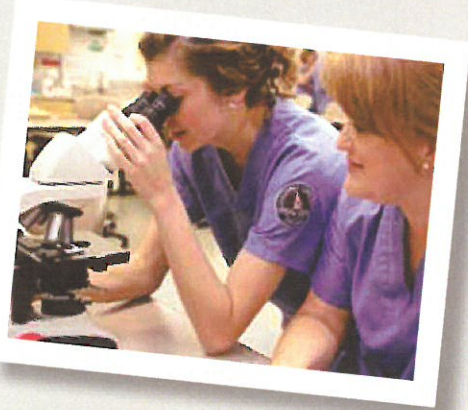
In November 2014, the voters of the district approved a \$90 million capital improvement bond. Within that package was the design and development of the Harmony Phase II building. With the purchase of the Oregon Institute of Technology Building in June, it was decided that the Phase II building would be best located within that building's footprint. This placement will increase pedestrian accessibility, improve vehicle access, add parking and have a potential for a transit stop.

The Phase II building plan features include:

- Building: 3 floors, 43,634 square feet
- 10 classrooms
- Chemistry lab and biology lab
- 2,600-square-foot multipurpose space/community event space
- Bookstore

PLAN TIMELINE

- **Sept. 2015** – Schematic Design completed
- **Nov. 2015-Jan. 2016** – design development/construction drawings
- **Spring 2016** – Partner, program, class relocation
- **Spring & Summer 2016** – OIT demolition/begin construction
- **Fall 2017** – Occupancy



Plans are in the works to have a live Web cam on the site during demolition and construction to record the construction process. The footage will be accessible on the bond projects website: clackamas.edu/bondinformation.

In other related bond news, the Board of Education approved a con-

tract extension with the inici group to continue providing project coordination project management services for bond-related projects through December. The board also approved a contract with Hennebery Eddy Architects to provide detailed design, construction drawings, plans and specifications for the Harmony Phase II project.

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Connections**

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Veterans Services



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- Counseling, resources, advising and disability services
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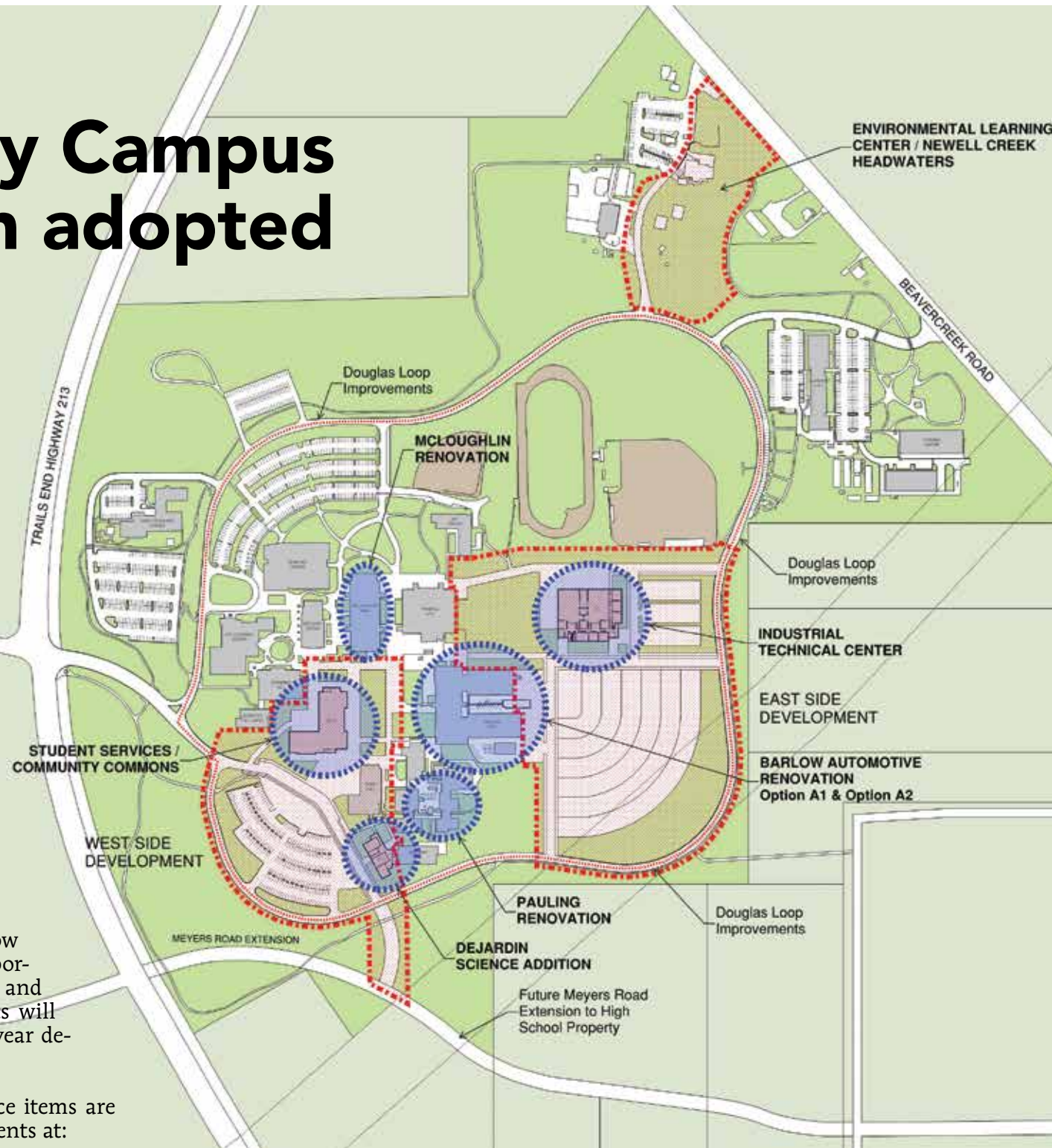
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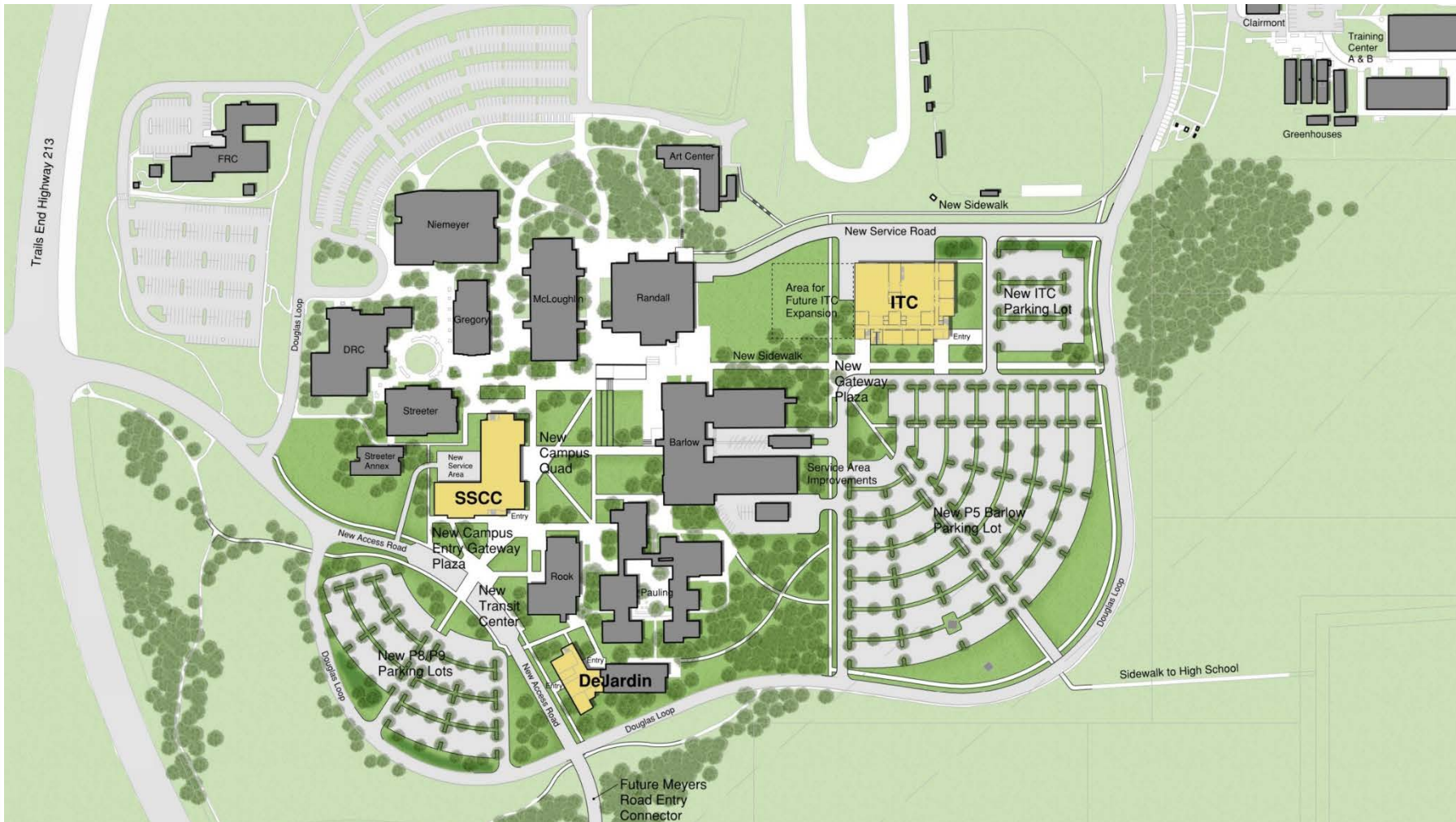
Clackamas Community College Bond Projects



Education That Works



Oregon City Campus Master Plan



Industrial Technical Center

December 2015

Architect approved

January 2016

Programming/planning
begins

February 2016

Schematic designs

May 2016

Design development

August 2016

Construction document

December 2016

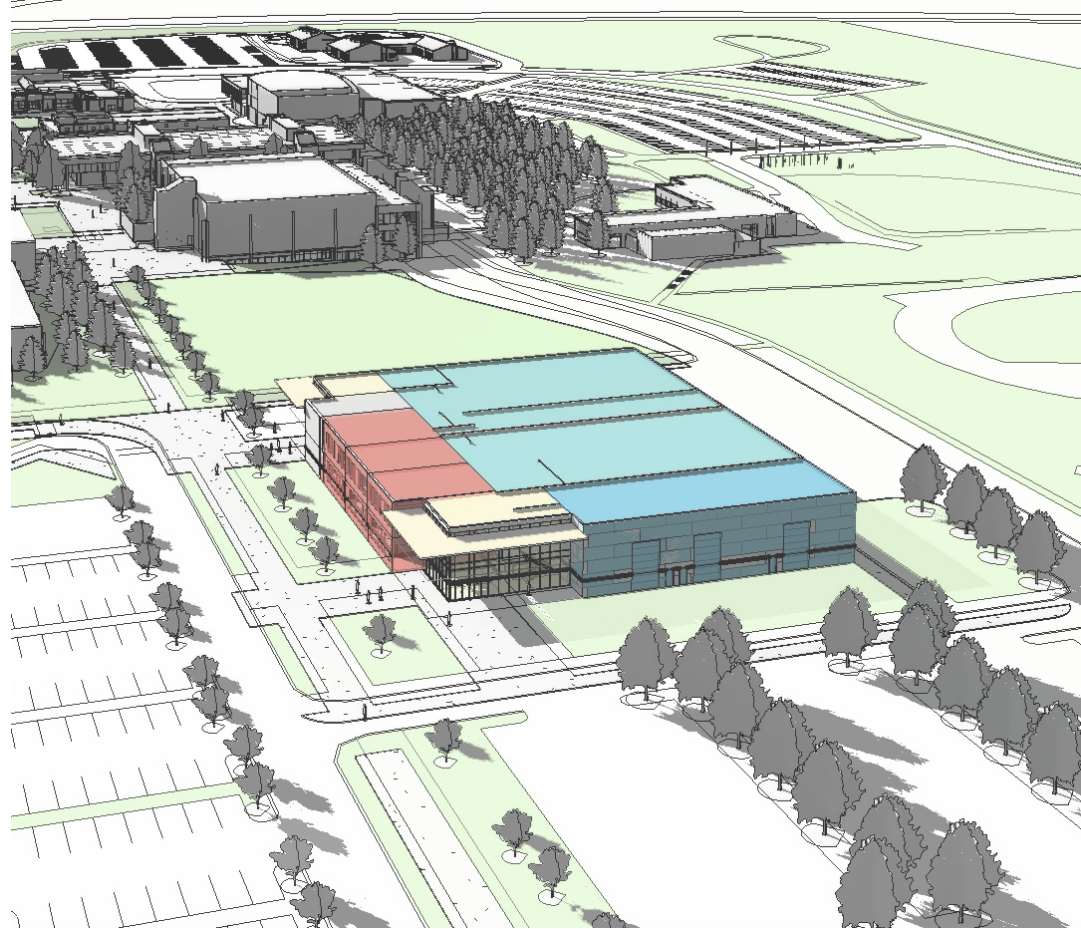
Bidding/permitting

March 2017

Construction begins

Spring 2018

Occupancy & project
completion



DeJardin Science Addition

Site Selection

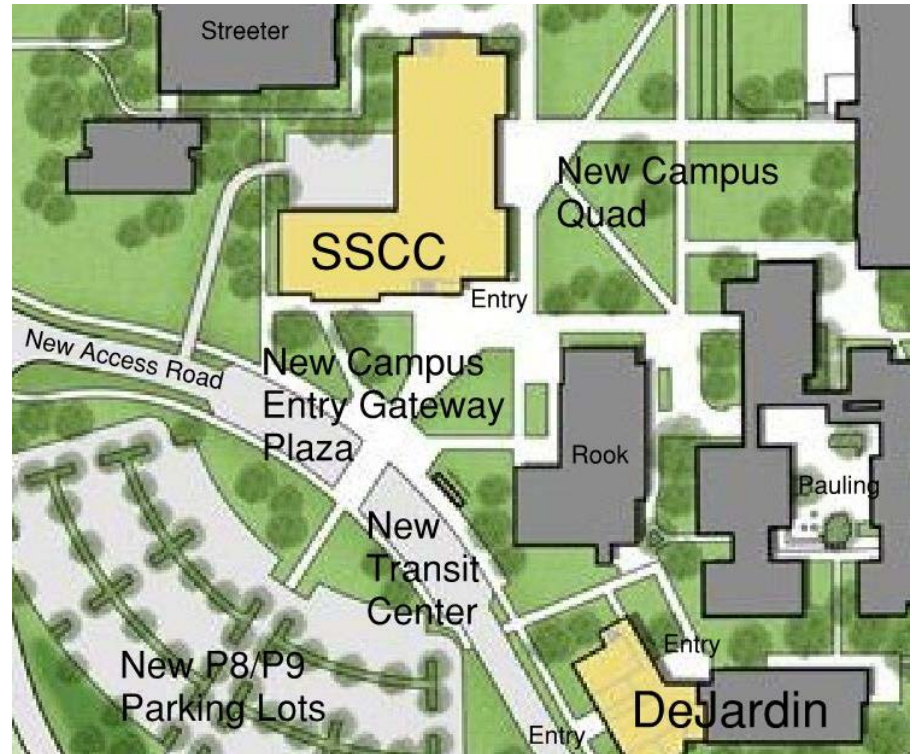
- Internal service efficiency – provides direct connection to existing labs in DeJardin
- Creates greater Science/STEM visibility
- Maintains connections to Pauling



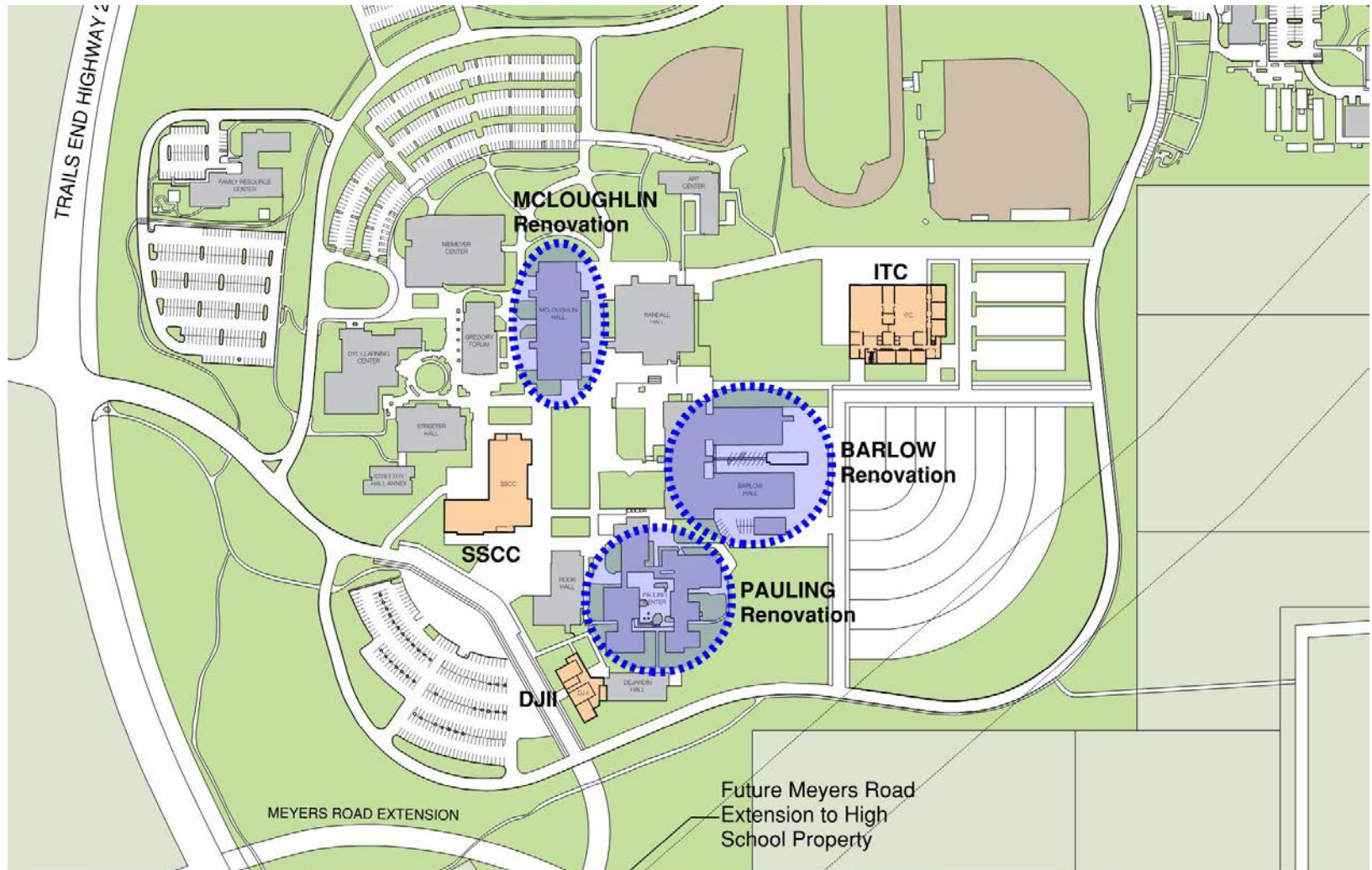
Student Services/Community Center

Site Selection

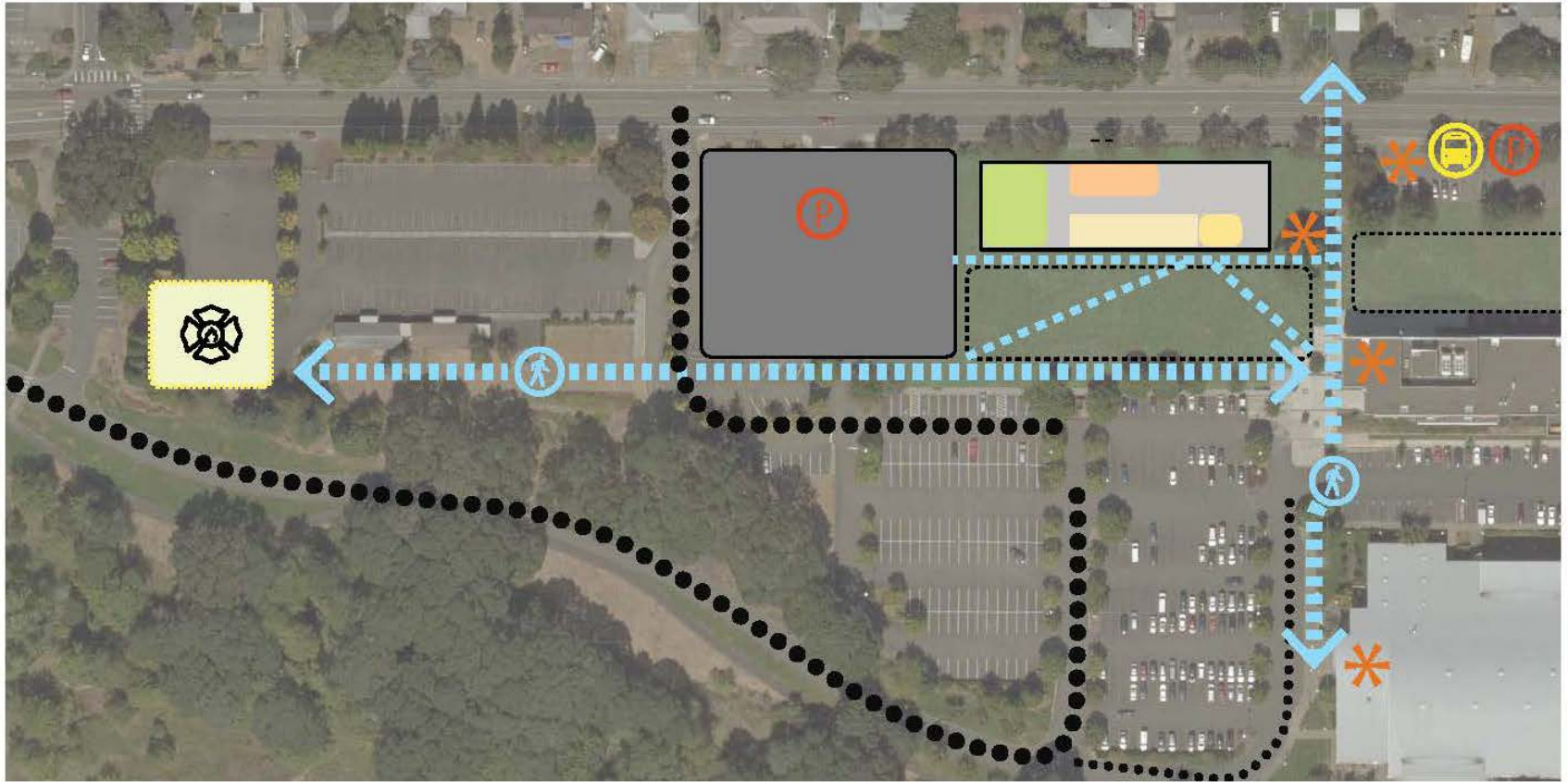
- Defines campus front door
- Defines heart of campus
- Becomes crossroads for many ways through campus
- Highest service need
- Co-locates Student Services
- Multi-use space accessibility for both the public and our students



Facility & Campus Upgrades



Harmony Community Campus



Harmony Phase II



From parking lots



**From Harmony
Phase I front door**



From Harmony Rd

Harmony Phase II Timeline

April 2015: Project kickoff

June 2015: Hennebery Eddy selected as building architects

Fall 2015: Design/Development

Winter 2016: Construction documentation begins

March 2016: General contractor selection

March 16, 2016: **Harmony Community Campus Open House**

March 28, 2016: Final day of classes held in former OIT building

Spring 2016: Abatement/Demolition of former OIT building

Summer 2016: Construction begins

Summer 2017: Move-in process begins

Fall 2017: Occupancy & project closeout

Other Bond-Related Projects

Meyers Road Extension

- Adds third entrance to the Oregon City campus
- Improves connection to Oregon City High School

School District Partnerships

- Provide one-time \$40,000 investments in each of the service area School Districts to strengthen their partnerships with the college

Environmental Learning Center

- Storm water improvements across campus
- Strengthens headwaters of Newell Creek Canyon

Thank You

Questions? Comments?

<http://www.clackamas.edu/bondinformation/>

Save The Date

March 16, 2016 | Open House
Harmony Community Campus

May 21, 2016 | CCC's 50th Birthday Party
Oregon City Campus

On 1/31/2016 1:51 PM, Paul Edgar wrote to Karen Buehrig, Trans Planning Mgr CC and Jon Makler, Trans Planning Mgr - Region ! ODOT:

Can a group of us come by and get a copy of the required specifications and engineering drawings of a Major Arterial & Urban Freight Route, as in the Beavercreek Road, from Highway OR213 intersection east bound and Highway OR213 south bound through Oregon City.

Maybe a educational Town Hall and Work Shops could be developed in Oregon City, where Oregon Department of Transportation, Clackamas County Transportation, the City of Oregon City and outlining communities, Cities and CPO's can all sort out and go through the studies and proposals for OR213 and Beavercreek Road.

We will leave it up to you to identify, that we have received the necessary information to protect the interests of all effected parties with their Transportation Infrastructural needs, in the OR213 corridor and the Beavercreek Road Corridor, in anticipation of the Beavercreek Road Concept Plan possible approval, with all of its zoning implications and implied permissions.

Also include what is needed in addition, adequate information that reflects having a separated "Bike and PED Path", where identified in our Clackamas County Comprehensive Plan and TSP, out to the Beavercreek CPO.

We need to have to have all Regional Transit (TriMet) understands and firm commitments in hand, before any local legislative efforts should be approved as in a the Beavercreek Road Concept Plan and zoning changes.

We need complete understandings of what "real world and effective" mitigation could take place within "Volume over Capacity" adjudication at the Intersection of OR213 and Beavercreek Road, without an overpass.

If there are preliminary specifications and engineering understands/drawings of what a Diamond Style Fly-Over Overpass might look like, to allow OR213 to pass under a Beavercreek Road with this Overpass, that is equally needed.

What is critical is knowing that we have enough land and necessary ROW identified and set-aside, so that in the future - this "Maybe Required Fly-Over Overpass" can be accomplished. We need to know this, ASAP.

In addition, we would also like to re-review the reasons/justifications for the Highway OR213 Jug-Handle Project and how the appropriations were acquired, necessary to permit virtually any additional development in the Rossman Land Fill Area, close to the I-205 corridor.

This Jug-Handle Project was equally necessary to provide the mitigation to new - future incidents of travel and their impacts in the creation of future unacceptable levels of congestion on the Highway OR213, as to not create "Choke Points" on a strategic Major Arterial - Urban Freight Route.

We need to glean from a History Lesson, what was said and done, in successfully gaining approval, prioritization and funding for the Jug-Handle Project on the same OR213 Corridor, in the recent past.

We need all partners to help with the identification of funding opportunities, impact funding fees on development and those who create new unacceptable levels of congestion.

The burden of paying for what is needed to create permanent solutions to the problems of generating unacceptable levels of congestion has to be part of the passage of the Beavercreek Road Concept Plan and any zoning changes, that will result in and lead to exceeding our current LOS "F" = V/C.1 status, at the OR213 and Beavercreek Road Intersection.

What was said and done in the past, is equally true in its prioritization and need, at the top of the hill of Highway OR213 in Oregon City, with its intersection with Beavercreek Road and on.

Paul Edgar, Oregon City

COMMENT FORM



PLEASE PRINT CLEARLY

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

Date of Meeting _____

Item Number From Agenda 3a

NAME:

Chris Groener

ADDRESS:

Street: _____

City, State, Zip: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

COMMENT FORM



PLEASE PRINT CLEARLY

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

Date of Meeting Feb 3, 2016

Item Number From Agenda

— - Water board Park Tree
assault

NAME:

Dorothy Dahlsrud

ADDRESS:

Street: 415 Dewey St.

City, State, Zip: Oregon City, OR 97045

PHONE NUMBER: 503-502-0810

E-MAIL ADDRESS: dorothydahlsrud@gmail.com

SIGNATURE: _____

COMMENT FORM



PLEASE PRINT CLEARLY

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

Date of Meeting 2/3/16

Item Number From Agenda PC-16-026 ba.

NAME:

PAUL EDGAR

ADDRESS:

Street: _____

City, State, Zip: O.C.

PHONE NUMBER:

E-MAIL ADDRESS:

SIGNATURE:
