



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

April 3, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page

1 of 1

Subject: "E" Trunk Sewer Extension
Bid Award

Report No. 91-48

On the April 3, 1991 City Commission agenda is a recommendation to award the bid on the "E" Trunk Sewer Extension project to the John Arnold Company of Oregon City. The bid amount of \$69,796.50 is well below the engineer's estimate for the project. Attached is the Engineer's Report for Commission review.

As the Commission recalls, this project is a partnership with Clackamas Community College. The College's share is 78.21%, up to a maximum of \$70,000. The City's share is 21.79%. Current estimates are that the City's share will be approximately \$19,000. Depending on the actual final cost there may be a rebate to the College on their share.

It is recommended the City Commission adopt a motion accepting the low bid from the John Arnold Company in the amount of \$69,796.50 and authorize the execution of the construction contracts.

CHARLES LEESON
City Manager


JGB/im

attach.

cc: Development Services Director
John Hawthorne, Civil Engineer

M E M O R A N D U M

DATE: March 25, 1991

TO: John Block, Development Services Director
FROM:  John Hawthorne, Civil Engineer
SUBJECT: "E" Trunk Extension, Sanitary Sewer Improvements
Bid Award - Engineer's Report

Bids were opened on March 20, 1991 for the subject project. Seven bids were received for the work ranging from \$69,796.50 to \$179,908.50. The lowest three bids are tabulated below:

BIDDER	BID AMOUNT
John Arnold Company, Oregon City	\$ 69,796.50
Wayne Jesky Const. Co., Clackamas	79,060.36
Werbin West Const. Co., Portland	87,848.75

Attached is a bid summary for the project. The Engineer's estimate was \$119,000.

The low bid submitted by John Arnold Company of \$69,796.50 is an acceptable bid that is responsive to and meets the requirements of the bid specifications. This amount is 58.7% of the Engineer's estimate.

The work consists of installing approximately 1,300 lineal feet of 10-inch and 12-inch gravity sewer to abandon the College pump station.

On January 16, 1991 the City executed an agreement with Clackamas Community College to share in the cost of this project. The College's share per the agreement is \$70,000. Since the bid came in considerable lower than the Engineer's estimate, I reviewed the cost sharing with the College.

The original cost sharing as outlined in my letter dated October 29, 1990 to Gary Dirrim, Clackamas Community College, proposed the City paying for that portion of the "E" Trunk extension (21.79%) along Beaver Creek Road and the College paying for the lateral necessary to abandon the College's pump station (78.21%).

	<u>ORIGINAL COST ESTIMATE</u>	<u>UPDATE AFTER BIDDING</u>
Construction	\$113,660	\$ 69,796.50
Engineering	20,400	10,400.00
Contingency 5%	5,683	3,490.00
Administration 5%	<u>5,683</u>	<u>3,490.00</u>
TOTAL	\$135,426	\$ 87,176.50

The College limited their share to \$70,000 because of earlier estimates that were more in the neighborhood of \$90,000.

I recommend that the City use the percentages used in the October 1990 estimate and give the College a rebate after final costs are in if those percentages result in a cost less than \$70,000.

Based on the updated costs after bidding and the percentages from the October 1990 estimate the cost sharing between the City and the College would be as follows:

City (21.79%)	\$18,995.64
College (78.21%)	<u>68,180.74</u>
TOTAL	\$87,176.50

Resulting in a \$1,819.26 rebate to the College.

I recommend that the City Commission award the Bid to John Arnold Company at their April 3 Commission meeting. This will allow us to complete the project before June 1, 1991. If it is delayed it will affect the College's pageant plans.

===== BID TABULATION =====

PROJECT TITLE: E-Trunk Sanitary Sewer Improvements

BID OPENING DATE: 3/20/91

ENGINEER: John Hawthorne

CONSULTANTS: Westlake Consultants, Inc.

NUMBER OF BIDDERS: 7

BID ITEM	ITEM	ESTIMATE QUANTITY		ENGINEER'S ESTIMATE		John Arnold Co. Oregon City		Wayne Jesky Const. Co. Clackamas		Werbin West Contr. Portland		Copenhagen Const. Clackamas		Robertson Utilities Vancouver, WA		Coffman Construction Oregon City		Skyline Equip. & Util. Clackamas		===== AVERAGE PRICE =====	
		Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	Mobilization, move exp., Bonds & Insurance (not to exceed 8% of bid)	1	L.S.		40.00	\$5,000.00	\$5,000.00	\$11,024.00	\$11,024.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$12,500.00	\$12,500.00	\$7,217.71	\$7,217.71
2.	A.C. Pavement Saw Cut & Removal, Hom. Pipe Dia. 13.0 Feet	990	L.F.		40.00	\$2.00	\$1,980.00	\$1.12	\$1,108.80	\$1.00	\$990.00	\$1.00	\$990.00	\$2.15	\$2,128.50	\$15.00	\$14,850.00	\$4.00	\$3,960.00	\$2.75	\$2,715.33
	Install 8" Gravity Sewer w/bedding & Class A Backfill, 0'-8' Depth	55	L.F.		40.00	\$16.00	\$880.00	\$12.42	\$683.10	\$20.00	\$1,100.00	\$22.00	\$1,210.00	\$26.80	\$1,474.00	\$22.00	\$1,210.00	\$45.00	\$2,475.00	\$23.46	\$1,290.30
4.	Install 8" Gravity Sewer w/bedding & Class B Backfill, 0'-8' Depth	35	L.F.		40.00	\$20.00	\$700.00	\$25.05	\$876.75	\$30.00	\$1,050.00	\$35.00	\$1,225.00	\$34.85	\$1,219.75	\$44.00	\$1,540.00	\$56.00	\$1,960.00	\$34.97	\$1,224.50
5.	Install 10" Gravity Sewer w/bedding & Class A Backfill																				
	0'-8' Depth	90	L.F.		40.00	\$17.00	\$1,530.00	\$13.68	\$1,231.20	\$22.00	\$1,980.00	\$23.00	\$2,070.00	\$28.00	\$2,520.00	\$28.00	\$2,520.00	\$49.00	\$4,410.00	\$25.81	\$2,323.03
	10'-12' Depth	25	L.F.		40.00	\$20.00	\$500.00	\$17.02	\$425.50	\$30.00	\$750.00	\$25.00	\$625.00	\$30.30	\$757.50	\$28.00	\$700.00	\$59.00	\$1,475.00	\$29.90	\$747.57
	12'-14' Depth	20	L.F.		40.00	\$25.00	\$500.00	\$27.26	\$545.20	\$40.00	\$800.00	\$27.00	\$540.00	\$32.00	\$640.00	\$28.00	\$560.00	\$80.00	\$1,600.00	\$37.04	\$740.74
6.	Install 10" Gravity Sewer w/bedding & Class B Backfill																				
	0'-8' Depth	1	L.F.		40.00	\$21.00	\$21.00	\$26.32	\$26.32	\$40.00	\$40.00	\$36.00	\$36.00	\$42.50	\$42.50	\$45.00	\$45.00	\$59.00	\$59.00	\$38.55	\$38.55
	8'-10' Depth	783	L.F.		40.00	\$24.00	\$18,792.00	\$26.40	\$20,671.20	\$30.00	\$23,490.00	\$37.00	\$28,971.00	\$47.50	\$37,192.50	\$45.00	\$35,235.00	\$69.00	\$54,027.00	\$37.84	\$31,196.96
	10'-12' Depth	125	L.F.		40.00	\$27.00	\$3,375.00	\$32.77	\$4,096.25	\$35.00	\$4,375.00	\$40.00	\$5,000.00	\$56.00	\$7,000.00	\$45.00	\$5,625.00	\$88.00	\$11,000.00	\$46.25	\$5,781.61
	12'-14' Depth	1	L.F.		40.00	\$30.00	\$30.00	\$56.12	\$56.12	\$50.00	\$50.00	\$50.00	\$50.00	\$56.00	\$56.00	\$45.00	\$45.00	\$90.00	\$90.00	\$53.87	\$53.87
7.	Install 12" Gravity Sewer w/bedding & Class A Backfill																				
	0'-8' Depth	1	L.F.		40.00	\$19.00	\$19.00	\$16.92	\$16.92	\$30.00	\$30.00	\$26.00	\$26.00	\$31.85	\$31.85	\$30.00	\$30.00	\$45.00	\$45.00	\$28.10	\$28.10
	10'-12' Depth	109	L.F.		40.00	\$24.00	\$2,616.00	\$18.59	\$2,026.31	\$35.00	\$3,815.00	\$27.00	\$2,943.00	\$34.00	\$3,706.00	\$30.00	\$3,270.00	\$65.00	\$7,085.00	\$33.37	\$3,637.33
	12'-14' Depth	49	L.F.		40.00	\$27.00	\$1,323.00	\$28.82	\$1,412.18	\$50.00	\$2,450.00	\$29.00	\$1,421.00	\$37.00	\$1,813.00	\$30.00	\$1,470.00	\$85.00	\$4,145.00	\$40.97	\$2,007.74

BID TABULATION

PROJECT TITLE: E-Trunk Sanitary Sewer Improvements

BID OPENING DATE: 3/20/91

ENGINEER: John Hawthorne

CONSULTANTS: Westlake Consultants, Inc.

NUMBER OF BIDDERS:

7

BID ITEM	ITEM	ESTIMATE QUANTITY		ENGINEER'S ESTIMATE		John Arnold Co. Oregon City		Wayne Jesky Const. Co. Clackamas		Verbin West Contr. Portland		Copenhagen Const. Clackamas		Robertson Utilities Vancouver, WA		Coffman Construction Oregon City		Skyline Equip. & Util. Clackamas		AVERAGE PRICE	
		Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
8.	Install 12" Gravity Sewer w/bedding & Class A Backfill																				
	10'-12' Depth	1	L.F.		\$0.00	\$28.00	\$28.00	\$34.33	\$34.33	\$60.00	\$60.00	\$48.00	\$48.00	\$58.00	\$58.00	\$47.00	\$47.00	\$85.00	\$85.00	\$51.48	\$51.48
	12'-14' Depth	50	L.F.		\$0.00	\$31.00	\$1,550.00	\$57.69	\$2,884.50	\$70.00	\$3,500.00	\$50.00	\$2,500.00	\$60.00	\$3,000.00	\$47.00	\$2,350.00	\$95.00	\$4,750.00	\$58.67	\$2,933.50
9.	Install 12" X 4" Tee	2	Each		\$0.00	\$75.00	\$150.00	\$82.88	\$165.76	\$100.00	\$200.00	\$50.00	\$100.00	\$70.00	\$140.00	\$100.00	\$200.00	\$60.00	\$1,200.00	\$153.98	\$307.97
10.	Install 4" service w/ bedding & Cl. A Backfill	20	L.F.		\$0.00	\$20.00	\$100.00	\$11.42	\$228.40	\$25.00	\$500.00	\$40.00	\$800.00	\$28.00	\$560.00	\$25.00	\$500.00	\$60.00	\$1,200.00	\$29.92	\$598.34
11.	Install 10" X 8" Tee	1	Each		\$0.00	\$75.00	\$75.00	\$99.68	\$99.68	\$100.00	\$100.00	\$60.00	\$60.00	\$90.00	\$90.00	\$100.00	\$100.00	\$500.00	\$500.00	\$146.38	\$146.38
12.	Standard 48-inch Manhole 0-8 foot Depth, Including Standard Frame & Cover	6	Each		\$0.00	\$1,200.00	\$7,200.00	\$1,577.52	\$9,465.12	\$1,500.00	\$9,000.00	\$1,750.00	\$10,500.00	\$1,450.00	\$8,700.00	\$1,200.00	\$7,200.00	\$2,500.00	\$15,000.00	\$1,596.79	\$9,580.73
13.	Standard 48-inch Manhole 0-8 foot Depth, Including Water Tight Frame & Cover	1	Each		\$0.00	\$1,300.00	\$1,300.00	\$1,650.32	\$1,650.32	\$1,600.00	\$1,600.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	\$2,800.00	\$2,800.00	\$1,700.05	\$1,700.05
14.	Additional Cost of Std. 48-Inch Manhole in Excess of 8 feet	15	Foot		\$0.00	\$200.00	\$3,000.00	\$106.40	\$1,596.00	\$100.00	\$1,500.00	\$75.00	\$1,125.00	\$85.00	\$1,275.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$107.47	\$1,612.29
15.	Rock Excavation	50	C.Y.		\$0.00	\$100.00	\$5,000.00	\$112.00	\$5,600.00	\$125.00	\$6,250.00	\$100.00	\$5,000.00	\$150.00	\$7,500.00	\$100.00	\$5,000.00	\$150.00	\$7,500.00	\$119.57	\$5,978.57
16.	Subgrade Stabilization	50	L.F.		\$0.00	\$10.00	\$500.00	\$8.28	\$414.00	\$15.00	\$750.00	\$8.00	\$400.00	\$30.00	\$1,500.00	\$5.00	\$250.00	\$12.00	\$600.00	\$12.61	\$630.57
	Restoration Seeding	1,200	S.Y.		\$0.00	\$1.00	\$1,200.00	\$1.25	\$1,500.00	\$1.50	\$1,800.00	\$2.00	\$2,400.00	\$1.00	\$1,200.00	\$1.00	\$1,200.00	\$3.00	\$3,600.00	\$1.54	\$1,842.86
18.	Connect to Existing Manhole	2	Each		\$0.00	\$500.00	\$1,000.00	\$1,120.00	\$2,240.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$731.43	\$1,462.86
19.	Abandon Pump Station	1	L.S.		\$0.00	\$1,000.00	\$1,000.00	\$560.00	\$560.00	\$1,000.00	\$1,000.00	\$1,650.00	\$1,650.00	\$1,300.00	\$1,300.00	\$500.00	\$500.00	\$6,200.00	\$6,200.00	\$1,744.29	\$1,744.29
20.	A.C. Replacement to Match Existing Road with Min. of 3-Inch A.C. (Nominal Pipe Dia. 12.0 feet)	990	L.F.		\$0.00	\$8.00	\$7,920.00	\$5.10	\$5,049.00	\$10.00	\$9,900.00	\$11.50	\$11,285.00	\$10.50	\$10,395.00	\$15.00	\$14,850.00	\$20.00	\$19,800.00	\$11.44	\$11,328.43
21.	Remove Existing Sump from MHA and Disconnect Elec. Service to Sump	1	L.S.		\$0.00	\$1,500.00	\$1,500.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$400.00	\$400.00	\$800.00	\$800.00	\$500.00	\$500.00	\$6,200.00	\$6,200.00	\$1,571.43	\$1,571.43
22.	I.V. Acceptance Insp.	1,415	L.F.		\$0.00	\$0.50	\$707.50	\$1.96	\$2,773.40	\$1.25	\$1,768.75	\$0.75	\$1,061.25	\$0.72	\$1,018.80	\$0.70	\$990.50	\$1.50	\$2,122.50	\$1.05	\$1,471.31



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

April 3, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 1 of 2

Subject: Dissolution of Funds -
Resolution No. 91-13

Report No. 91-49

ORS 294.475 entitled "Elimination of unnecessary fund; disposition of balance" states as follows:

"Subject to the provisions contained in the charter of any city or county or in any law relating to municipal corporation, when the necessity for maintaining any fund of the municipal corporation has ceased to exist and a balance remains in the fund, the governing body shall so declare by ordinance or other order and upon such declaration such balance shall forthwith be transferred to the general fund of the municipal corporation unless other provisions have been made in the original creation of the fund."

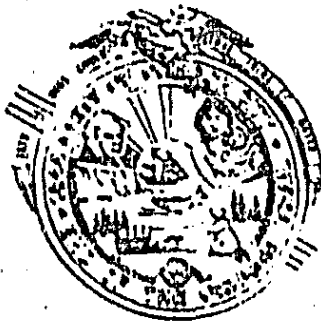
On the April 3, 1991 agenda is proposed Resolution No. 91-13 (copy attached) which dissolves the Oregon City Boxing Commission and transfers any fund balance to the General Fund as miscellaneous revenue.

Background

In response to a petition for the formation of a Boxing Commission in Oregon City, the City Commission convened an emergency meeting on June 15, 1981. At that meeting, the Boxing Commission was formed and a temporary Boxing Commission committee was appointed as well as adoption of basic rules governing the matches. Attached to this report is a copy of ORS 463.031 which outlined the need for a commission.

Subsequently, the Oregon Legislature in 1987, repealed the previous provision and created the Oregon State Boxing and Wrestling Commission with members appointed by the Governor (see attached ORS 463.113).

As a result of the formation of the Boxing Commission in 1981, a United States National Bank of Oregon Business Account was established for the purpose of depositing receipts that the City received from the matches that were held. Since the legislative change, need for the Boxing Commission has ceased to exist and the bank account containing approximately \$175 has been dormant and should be closed with the funds deposited as a miscellaneous revenue item in the General Fund.



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

April 3, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 2 of 2

**Subject: Dissolution of Funds -
Resolution No. 91-13**

Report No. 91-49

Recommendation

It is recommended that the Oregon City Boxing Commission be dissolved, the account at the US National Bank be closed, and the approximate amount of \$175 in the bank account be withdrawn and deposited as a miscellaneous revenue item in the City's General Fund. If the Commission agrees with this recommendation, proposed Resolution No. 91-13 should be adopted.

CHARLES LEESON
City Manager

jke
Attach.
cc:

Finance Officer

RESOLUTION NO. 91-13

A RESOLUTION DISSOLVING THE OREGON CITY BOXING COMMISSION, CLOSING THE UNITED STATES NATIONAL BANK OF OREGON ACCOUNT NO. 018-6010-153 AND TRANSFERRING THE ACCOUNT BALANCE TO THE CITY'S GENERAL FUND AS MISCELLANEOUS REVENUE

WHEREAS, in 1981, the City Commission formed the Oregon City Boxing Commission pursuant to ORS 463.031; and

WHEREAS, with the formation of a Boxing Commission it was necessary for the City to contract with a bank for an account for the deposit of receipts; and

WHEREAS, in 1987, as a result of legislative action, the need for the Oregon City Boxing Commission and the US National Bank bank account ceased to exist.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Oregon City that pursuant to ORS 463.113 the Oregon City Boxing Commission is hereby declared dissolved; and

BE IT FURTHER RESOLVED, that pursuant to ORS 294.475 the United States National Bank of Oregon Business Account No. 018-6010-153 is hereby closed and the proceeds of said account are hereby transferred to the City's General Fund as miscellaneous revenue.

Adopted, signed and approved this 3rd day of April, 1991.

Mayor

Commissioner

Commissioner

Commissioner

Commissioner

Comprising the City Commission of
Oregon City, Oregon

GENERAL PROVISIONS

463.010 Definitions. (1) As used in ORS 463.010 to 463.190 and 463.990, "commission" means any boxing and wrestling commission created under ORS 463.010 to 463.190 and 463.990.

(2) As used in ORS 463.010 to 463.190 and 463.990, unless the context clearly requires otherwise, "match" means any and every boxing or wrestling match or bout, whether exhibition or competition. [Amended by 1965 c.200 §1]

463.020 [Repealed by 1965 c.200 §12 (463.021 enacted in lieu of 463.020)]

463.021 Registration of participants; licenses for persons connected with participants; compliance with rules. (1) No person shall engage in a boxing or wrestling match without having first registered with and received from the secretary of the commission having jurisdiction of the match, the permit provided for in ORS 463.060.

(2) All referees, managers and seconds in any way connected with any participant in any boxing or wrestling match shall obtain a license from the commission having jurisdiction of the match, and must comply with the rules of the commission. [1965 c.200 §13 (enacted in lieu of 463.020); 1975 c.459 §2]

463.030 [Repealed by 1965 c.200 §14 (463.031 enacted in lieu of 463.030)]

463.031 Boxing and wrestling matches under jurisdiction of a commission. No boxing or wrestling match shall be held without the consent or beyond the jurisdiction of a commission. [1965 c.200 §15 (enacted in lieu of 463.030)]

463.040 Length of bouts and rounds. (1) Each bout of a boxing match within the meaning of ORS 463.010 to 463.190 and 463.990 shall consist of not more than 10 rounds with at least a one-minute intermission between each round. Each round shall not exceed three minutes in duration.

(2) At the discretion of the commission, participants engaging in preliminary bouts of such match may be limited to matches of not more than six rounds with at least a one-minute intermission between each round. Each round shall not exceed three minutes in duration.

(3) In the event of boxing matches involving either state or national championships,

the commission may grant an extension of no more than five additional rounds. [Amended by 1963 c.426 §5; 1965 c.200 §2]

463.045 Requirements when participant falls or is knocked down. When a boxing participant has been knocked down or has fallen to the floor of the ring, the referee of the match shall order the opponent to retire to the farthest neutral corner of the ring and shall also immediately begin a count to 10 with an interval of one second between each count over the boxer who is down. Except when the bell is rung at the termination of the last scheduled round of the boxing match, when the bell is rung by the timekeeper to indicate the termination of a round, unless the boxer who is down arises during the count the referee shall not cease the count over the boxer but shall continue to count the boxer out. A boxer who is counted out shall not be permitted to resume participation in the match. [1963 c.426 §2; 1965 c.200 §3]

463.050 Weight of participants and gloves; mouthpiece and headgear. (1) The weight of each boxing participant is to be determined under the supervision of the commission, or an authorized representative thereof, not more than 24 hours before the date of the match.

(2) No lighter than eight-ounce boxing gloves of standard specifications shall be used in boxing matches.

(3) Unless the person is equipped with and wearing a well-fitting mouthpiece, no person shall participate in a boxing match.

(4) A commission may require a participant in a boxing match to wear a headgear or other protective device for the head. When a commission determines that the use of headgear or other protective devices for the head will significantly enhance the protection of participants, it shall, pursuant to ORS 463.120, make rules and regulations to require the use of headgear or other protective devices for the head. Among the factors which the commission shall consider in the making of such rules and regulations are the policies and rules of the International Amateur Athletic Federation, the International Amateur Boxing Association and the United States Olympic Committee respective to the use of headgear or other protective devices for the head. [Amended by 1963 c.426 §6; 1965 c.200 §4]

(4) The surety bond shall be to the state for use by this state or any political subdivision thereof which establishes liability against a promoter for damages, penalties, taxes or expenses resulting from promotional activities conducted within this state.

(5) The bond shall be open to successive claims up to the amount of face value and a new bond must be filed each year. The bonding company is required to provide written notification to the commission at least 30 days prior to the cancellation of the bond.

(6) The promoter shall post a separate bond to cover contestants' purses and all overhead incurred for each boxing or wrestling match or exhibition within a time limit determined by the commission before the performance takes place. Such overhead shall include the cost of referees, timekeepers and inspectors.

(7) Any person who charges an admission fee for exhibiting a simultaneous telecast of any live, spontaneous or current boxing or wrestling match, contest or exhibition on a closed circuit telecast must possess a promoter's license issued pursuant to this chapter and obtain a permit for each closed circuit telecast show in this state. [1957 c.789 §512, 16, 1987 c.788 §5]

463.037 Commission representatives attendance at boxing matches required. No boxing match shall take place in this state unless the following commission representatives are in attendance:

(1) One commissioner or designated representative to oversee conduct of the match;

(2) Licensed judges and referees;

(3) A licensed physician designated by the commission; and

(4) An inspector appointed by the commission. [1987 c.789 §9]

463.040 [Amended by 1963 c.426 §3; 1965 c.200 §2; repealed by 1987 c.789 §24]

463.045 [1963 c.426 §2; 1965 c.200 §3; repealed by 1987 c.789 §24]

463.050 [Amended by 1963 c.426 §6; 1965 c.200 §4; repealed by 1987 c.789 §24]

463.055 [1963 c.426 §4; 1965 c.200 §5; repealed by 1987 c.789 §24]

463.060 [Amended by 1963 c.426 §1; 1965 c.200 §6; 1983 c.740 §180; repealed by 1987 c.789 §24]

463.110 [Amended by 1987 c.423 §1; repealed by 1987 c.789 §24]

OREGON STATE BOXING AND WRESTLING COMMISSION

463.113 Boxing and Wrestling Commission; powers. (1) There is created an Oregon State Boxing and Wrestling Commission which shall regulate all professional boxing and wrestling matches and exhibi-

tions within the boundaries of the State of Oregon.

(2) The commission has the following powers:

(a) To adopt, amend, repeal and enforce rules for the conduct of professional boxing and wrestling such as promote the safety and best interest of the contestants and of the public.

(b) To license and regulate participants and officials for all professional boxing and wrestling matches and exhibitions in this state.

(c) To establish and utilize the most efficient methods available for compiling boxing results and record keeping and for communication of results and records.

(d) Upon request, to make results of every boxing and wrestling event within its jurisdiction, and records of any contestant who participates in events within its jurisdiction, available to other boxing and wrestling commissions, to record keeping organizations and to other interested persons. [1957 c.789 §3]

463.115 [1963 c.426 §3; 1965 c.200 §7; repealed by 1987 c.789 §24]

463.120 [Amended by 1963 c.426 §9; 1965 c.200 §8; repealed by 1987 c.789 §24]

463.125 Membership; appointment; confirmation; qualifications; meetings; voting; expenses. (1) The Oregon State Boxing and Wrestling Commission shall consist of five members appointed by the Governor, subject to confirmation by the Senate, for terms of four years. Membership shall represent distinct geographic areas. The Portland metropolitan area, central Willamette Valley and two other areas shall be represented. Vacancies occurring shall be filled by appointment in the same manner for the balance of the unexpired term. Each member of the commission may be removed from office by the Governor for cause. Each member of the commission, before entering upon the duties of office, shall take and subscribe to an oath to perform the duties of this office faithfully, impartially and justly to the member's ability.

(2) The chairman and vice-chairman shall be elected from among the members at the first meeting of each calendar year or when a vacancy exists.

(3) A full-time or part-time executive director shall be appointed by the commission using the State Personnel Relations Law to establish suitable qualifications. The compensation range shall be equivalent to positions with like authority and responsibilities under the state salary plan. The executive director shall carry out the duties prescribed by this chapter and such additional duties as may be delegated by the commission. The



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA 8

DATED

April 3, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page

1 of 1

Subject: Deerbrook View Estates - LL-91-03
Construction Compliance Agreement

Report No. 91-50

On the April 3, 1991 City Commission agenda is a Construction Compliance Agreement for the lot line adjustment portion of the Deerbrook View Estates subdivision project for Commission approval.

The subdivision is being developed in two phases. Phase I is the creation of three lots through a lot line adjustment process. Phase 2 is the development of the remaining 14 lots. To insure that at least 150 feet of the proposed new street would be constructed, staff is requiring a Construction Compliance Agreement; in addition to the dedication of right-of-way and the granting of a public utility easement.

Also on the agenda is a recommendation to accept the dedication and easement. Attached for Commission review are the Construction Compliance Agreement and staff report on the lot line adjustment.

The staff is still waiting on receipt of the performance bond; but if submitted by the time of the meeting it is recommended that the City Commission adopt a motion approving the agreement and authorizing the Mayor and City Recorder to execute respectively.

CHARLES LEESON
City Manager

JGB/im

attach.

cc: Development Services Director
John Hawthorne, Civil Engineer

CITY OF OREGON CITY

CONSTRUCTION COMPLIANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of ___, 19___, by and between the City of Oregon City, a Municipal Corporation of the State of Oregon, hereinafter called the "CITY" and Robert C. Cannon, Trustee for Ellis Family Trust, hereinafter called the "PROPERTY OWNER.

WITNESSETH

WHEREAS, PROPERTY OWNER has applied for a lot line adjustment (LL-91-03_ for Tax Lots 3800, 3900, 4000, on Assessor's Map 3S-1E-1AD in order to facilitate the phasing of the proposed plat of "DEERBROOK VIEW ESTATES", TP-91-01, and

WHEREAS, the City has completed its review of the lot line adjustment and has approved it subject to certain conditions, including the execution of this Construction Compliance Agreement.

NOW, THEREFORE, consideration of the stipulations and agreements of the lot line adjustment to be kept by the PROPERTY OWNER are as follows:

I

THAT THE PROPERTY OWNER shall dedicate a 50-foot right-of-way 150 feet in length opposite Barker Avenue as shown on the preliminary plat for "DEERBROOK VIEW ESTATES", TP-91-01.

II

THAT THE PROPERTY OWNER shall grant a 10-foot public utility easement along the east 10 feet of Tax Lot 3800 and the north 10 feet of Tax Lot 3800 and 3900 as shown on the preliminary plat for "DEERBROOK VIEW ESTATES", TP-91-01.

III

THAT THE PROPERTY OWNER shall construct to City standards the first 150 feet of Deerbrook Drive (including Street, Storm, Sanitary, and Water) as shown on the Preliminary Plat for "DEERBROOK VIEW ESTATES", TP-91-01. The PROPERTY OWNER shall complete the construction of the first 150 feet of Deerbrook Drive prior to October 15, 1991 or prior to occupancy of any residences constructed on said Tax Lots 3800 and 3900 whichever occurs first.

IV

THAT THE PROPERTY OWNER shall make the following improvements to provide adequate safety for traffic sight distance at the intersection of Barker Avenue and South End Road:

- 1) Post the curve on South End Road north of the Barker Avenue intersection for 25 miles per hour, and a warning sign for cross road ahead, W2-1, per the Manual on Uniform Traffic Control Devices. The City Public Works Department will install these traffic control signs at the PROPERTY OWNERS expense.
- 2) The "clear vision area" as defined in the City Code, Chapter 8, Traffic Sight Obstruction, for both sides of South End Road north of Barker Avenue shall be cleared of vegetation, and regraded if necessary to provide unobstructed clear vision. Any work done to improve the clear vision area shall be done within the right-of-way.

V

THAT THE PROPERTY OWNER shall arrange a cash escrow, irrevocable letter of credit, or adequate equivalent security as determined by City to secure the faithful performance of such obligation as specified herein; the amount of escrow, irrevocable letter of credit or such other adequate security; shall be the sum of Thirty-five thousand dollars, \$35,000.00, and this agreement shall not be effective or binding upon the CITY until such escrow, irrevocable letter of credit, or other adequate security has been arranged and has been furnished to and approved by the City Attorney of Oregon City, Oregon.

VI

THAT should the PROPERTY OWNER fail to complete said Improvements within such period of time, the CITY may complete the same and recover the full cost and expenses thereof from the cash escrow, irrevocable letter of credit, or other security, or

if these sources of funding prove insufficient, then said deficiency may be recovered directly from the PROPERTY OWNER at least 30 days before the end of the time period required for completion of construction. At the expiration of such period for compliance, CITY will use as much of the escrow, Irrevocable letter of credit, or other security to construct the improvements as may be necessary.

VII

THAT as an additional condition to the acceptance and approval by the CITY of the installation of all required public improvements PROPERTY OWNER shall post with CITY a maintenance bond, a Maintenance Guarantee Letter of commitment, or other adequate equivalent security as determined by CITY in a face amount of ten percent (10%) of the total cost of the installation of required public improvements to guarantee said public improvements against defects in design, construction, workmanship, or material for a period not exceeding a term of one year. The Maintenance Bond shall be provided by a surety licensed to do business as a surety in the State of Oregon, and the Maintenance Guarantee/Letter of Commitment shall be provided by a Lending Institution licensed to do business as a lending institution in the State of Oregon. Any other adequate equivalent security shall be approved by the City Attorney of Oregon City, Oregon. Additionally, the PROPERTY OWNER shall submit in a timely manner, but not more than six (6) months from the date of acceptance of the improvements by the CITY, reproducible "As-Built" (or as-constructed) drawings of the completed public improvements to the CITY.

VIII

THAT THE PROPERTY OWNER shall be responsible for paying Engineering Technical Plan Check and Inspection Fees to defray CITY costs for periodic inspection of the construction and other incidental services furnished by the CITY to the PROPERTY OWNER. These fees shall be four percent (4%) of the estimated cost of the subdivision improvements. It is understood that this payment for periodic inspection and other incidental service does not relieve the PROPERTY OWNER of the responsibility to provide full time supervision and inspection of all construction.

IX

THE PROPERTY OWNER agrees to provide for the restoration of any monument erected or used for the purpose of designating a survey marker or boundary of any town, tract, plat or parcel of land which monument is broken down, damaged, obliterated, removed, or destroyed, whether willfully or not, by the PROPERTY OWNER, or agents, employees or contractors of the PROPERTY OWNER.

X

CITY shall install street identification and traffic control signs at the intersection of Deerbrook Drive and South End Road in consideration of payment by PROPERTY OWNER to the CITY for the cost of said signs.

XI

In the event that the CITY must enforce this agreement, the PROPERTY OWNER shall pay the CITY for attorney's fees, costs and expenses necessary to enforce this agreement with respect to trial arbitration or appeal.

IN WITNESS THEREOF, the said CITY has caused this agreement to be signed by the Mayor for the City of Oregon City, Oregon, and the PROPERTY OWNER has caused this agreement to be signed and sealed the date and year first written above.

PROPERTY OWNER

CITY OF OREGON CITY

The Ellis Family Trust 3.25.81
by: Robert C. Cannon, Trustee

Robert C. Cannon, Trustee
for Ellis Family Trust

MAYOR

ATTEST:

City Recorder

Personal Acknowledgement
STATE OF CALIFORNIA)

County of LOS ANGELES)

Personally appeared Robert C. Cannon who being duly sworn did say that he signed the foregoing instrument as Trustee in behalf of the Ellis Family Trust, and acknowledged the foregoing instrument to be their voluntary act and deed.

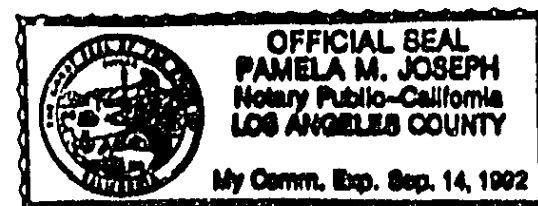
Before Me: 3/25/91

Pamela M. Joseph
NOTARY PUBLIC FOR CALIFORNIA

(OFFICIAL SEAL)

My Commission Expires:

9/14/92





CITY OF OREGON CITY

Incorporated 1844

STAFF REPORT AND DECISION LOT LINE ADJUSTMENT MARCH 22, 1991

DEVELOPMENTAL SERVICES
DEPARTMENT
Planning, Building
Engineering
320 Warner Milne
Oregon City, OR 97133
(503) 657-0891
FAX (503) 657-3111

FILE NO.: LL-91-03

APPLICANT: E & S Development Corp.
860 South End Road
Oregon City, OR 97045

PROPERTY OWNER: Same

REQUEST: Lot Line Adjustment(s)

LOCATION: 860 South End Road
Tax Lots 3800, 3900 and 4000, Map 3-1E-1AD

REVIEWER: Kate Daschel

CRITERIA:

Lot line adjustments are administrative functions, and must demonstrate that no additional lots or parcels are being created, and that all zoning requirements are met, including lot size, width, depth, and setbacks for existing improvements.

FACTS:

1. The affected parcels are on the west side of South End Road, north of Pinewood Court. There are three parcels involved; lot line adjustments are requested so that better building sites can be created, and to provide street access to Tax Lot 3900.
2. The lot line adjustment also includes partial dedication of a new street. The applicant has also applied for a subdivision (Deerbrook View Estates); approval of that subdivision will create the balance of the street and 17 additional lots.

3. The property is zoned R-10 Single-Family. The lot line adjustment will result in three parcels that are the following sizes:

- Parcel 1: Located on the south side of Deerbrook Drive, with frontage on Deerbrook and South End Road. Area of approximately 12,035 square feet.
- Parcel 2: Located on the south side of Deerbrook Drive. Area of approximately 13,600 square feet.
- Parcel 3: Balance of property, with frontage on Deerbrook Drive and South End Road. Area of approximately 4.2 acres.

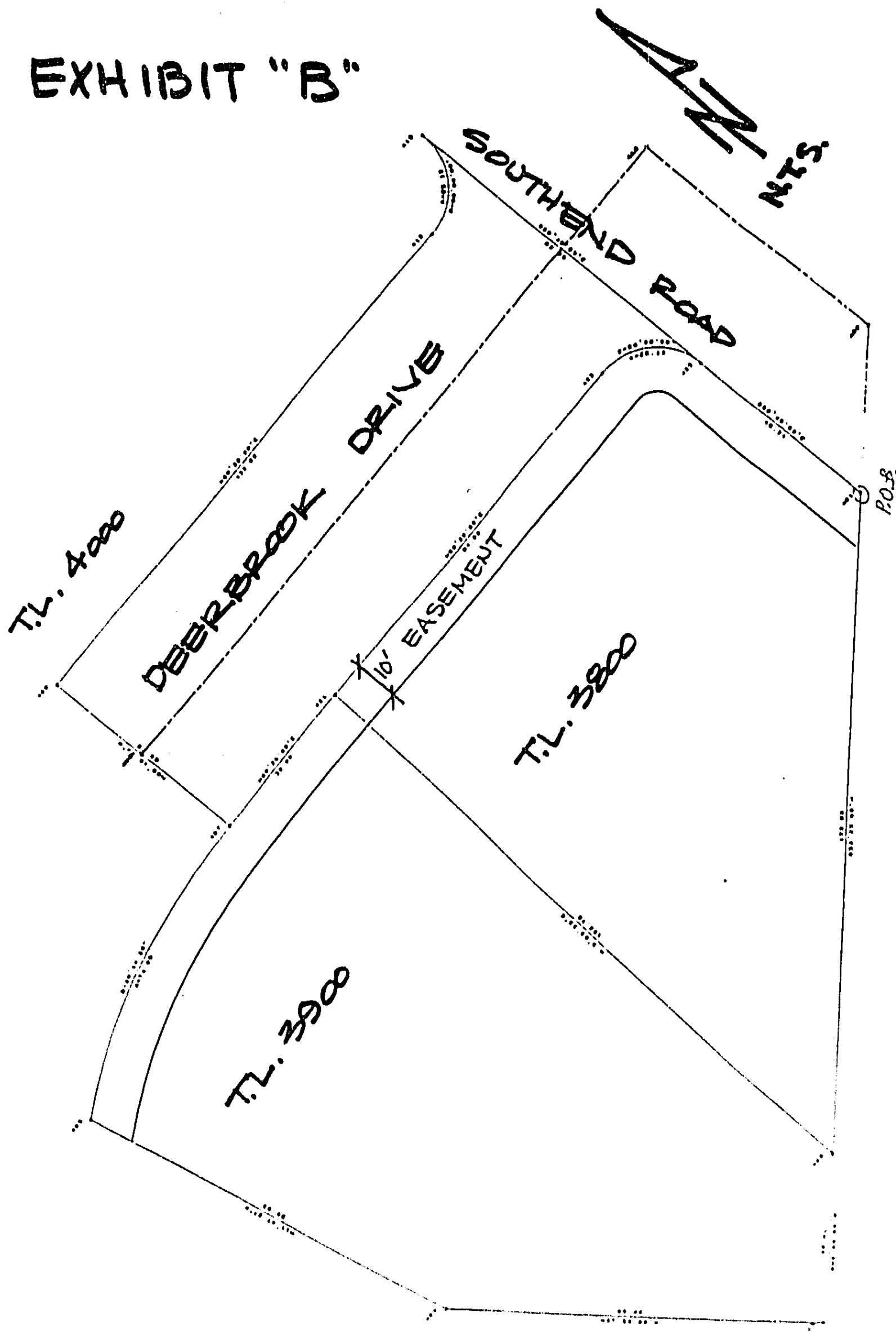
DECISION:

The lot line adjustments are approved with conditions that will ensure appropriate development of the subdivision. The lot line adjustments are approved, subject to the following conditions:

1. That the property owner shall dedicate a 50-foot right-of-way 150 feet in length, opposite Barker Avenue as shown on the preliminary plat for "Deerbrook View Estates", File TP91-01.
2. That the property owner shall grant a 10-foot public utility easement along the east 10 feet of Tax Lot 3800 and the north 10 feet of Tax Lots 3800 and 3900 as shown on the preliminary plat for "Deerbrook View Estates", File TP91-01.
3. That the property owner shall construct to City standards the first 150 feet of Deerbrook Drive (including street, storm, sanitary and water) as shown on the preliminary plat for "Deerbrook View Estates", File TP91-01. The property owner shall complete the construction of the first 150 feet of Deerbrook Drive prior to October 15, 1991 or prior to occupancy of any residences constructed on Tax Lots 3800 and 3900, whichever occurs first.

4. That the property owner shall make the following improvements to provide adequate safety for traffic sight distance at the intersection of Barker Avenue and South End Road:
 - A. Post the curve on South End Road north of the Barker Avenue intersection for 25 MPH, and a warning sign for cross road ahead, W2-1, per the Manual on Uniform Traffic Control Devices. The City Public Works Department will install these traffic control signs at the property owners's expense.
 - B. The "clear vision area" as defined in the City Code, Chapter 8, Traffic Sight Obstruction, for both sides of South End Road north of Barker Avenue shall be cleared of vegetation and re-graded, if necessary, to provide unobstructed clear vision. Any work done to improve the clear vision area shall be done within the right-of-way.
5. That the property owner shall execute a Construction Compliance Agreement encompassing Conditions 1 through 4 as listed above.
6. That the property owner shall submit proof that taxes on the subject parcels are paid through 1989-90.

EXHIBIT "B"





CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

7

April 3, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page

1 of 1

**Subject: Deerbrook View Estates
Deed of Dedication and Public
Utility Easement Acceptance**

Report No. 91-51

On the April 3, 1991 City Commission agenda is a Deed of Dedication and Public Utility Easement for the first phase of the Deerbrook View Estates project for Commission acceptance. Attached are the documents for Commission review.

Both documents were a condition of approval of a lot line adjustment on the property (LL-91-03). It is recommended that the City Commission adopt a motion accepting both documents and authorize the Mayor and City Recorder to execute respectively.

**CHARLES LEESON
City Manager**

JGB/im

attach.

cc: Development Services Director
John Hawthorne, Civil Engineer

CITY OF OREGON CITY

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Robert C. Cannon, Trustee for Ellis Family Trust, 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 with the tenements, hereditaments and appurtenances, situated in the County of Clackamas, State of Oregon, to be used and held by the CITY for street, road, right-of-way and public utility purposes, bounded and described as follows, to wit:

See attached Exhibit "A" Legal Description and attached Exhibit "B" Sketch for Legal Description

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

The true consideration of this conveyance is one dollar, the receipt of which is hereby acknowledged by GRANTOR.

And the GRANTOR above named hereby covenants to and with the CITY, and CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above granted premises, free from all encumbrances

_____ and that GRANTOR and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

In construing this deed and where the context 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 _____, 19____; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Individuals, General Partnerships

The Ellis Family Trust

By: Robert C. Cannon 3-25-91

Robert C. Cannon, Trustee
for Ellis Family Trust

Personal Acknowledgement

STATE OF CALIFORNIA)

County of Los Angeles)

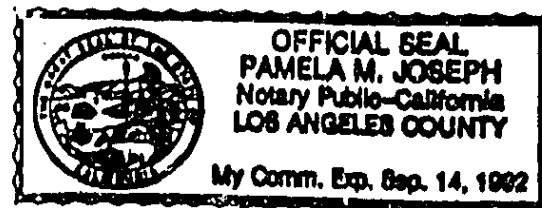
Personally appeared Robert C. Cannon who being duly sworn did say that he signed the foregoing instrument as Trustee in behalf of the Ellis Family Trust, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before Me: 3/25/91

Pamela M. Joseph
NOTARY PUBLIC FOR CALIFORNIA

(OFFICIAL SEAL)

My Commission Expires: 9/14/92



Jay Ellis

860 South End Road

Oregon City, Or. 97045

(Grantor's Name and Address)

Accepted on behalf of the City of Oregon City on the condition that the property dedication is free and clear from taxes, liens, and encumbrances.

Mayor

City Recorder

After Recording Return To:

City Engineer

City of Oregon City

320 Warner Milne Road

Oregon City, Oregon 97045

METES & BOUNDS DESCRIPTION
PROPOSED ACCESS ROADWAY
TO BE DEDICATED TO THE PUBLIC
SOUTH END ROAD PROPERTY
FOR E. & S. DEVELOPMENT

EXHIBIT "A"

Part of that tract of land in the Northeast-quarter of Section 1, Township 3 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, described in deed to Lizzie Telford recorded January 22, 1896 in Clackamas County Deed Book 63, Page 56, and described as follows:

Commencing at the Northwest corner of the M. M. McCarver Donation Land Claim No. 41 and running thence West, 30 feet to a 1 1/2" diameter aluminum cap; thence N. 00° 40' 00" W., 1666.99 feet to the Southeast corner of said Telford tract at a 5/8" diameter iron rod with aluminum cap in monument box on the centerline of South End Road No. 535 and running thence, along the southeasterly line of said Telford tract, S. 52° 25' 00" W., 37.52 feet to the West right-of-way line of said road; thence, along said West right-of-way line, N. 00° 40' 00" W., 46.34 feet to the true point-of-beginning; thence, from said point-of-beginning, the boundary of the roadway tract to be described runs 25.13 feet along the arc of a curve left, concave southwest, the radius of which is 16.00 feet, the central angle is 90° 00' 00", and the long chord bears N. 45° 40' 00" W., 22.63 feet; thence S. 89° 20' 00" W., 132.00 feet; thence N. 00° 40' 00" W., 50.00 feet; thence N. 89° 20' 00" E., 132.00 feet; thence 25.13 feet along the arc of a curve left, concave northwest, the radius of which is 16.00 feet, the central angle is 90° 00' 00", and the long chord bears N. 44° 20' 00" E., 22.63 feet to a point-of-cusp on said West right-of-way line of South End Road; thence, along said West right-of-way line, S. 00° 40' 00" E., 82.00 feet to the point-of-beginning.

This description was prepared from the map of survey by Wade G. Donovan III, Centerline Concepts, Inc., account no. 150-343, dated November 27, 1990, and said map by reference is made a part hereof.

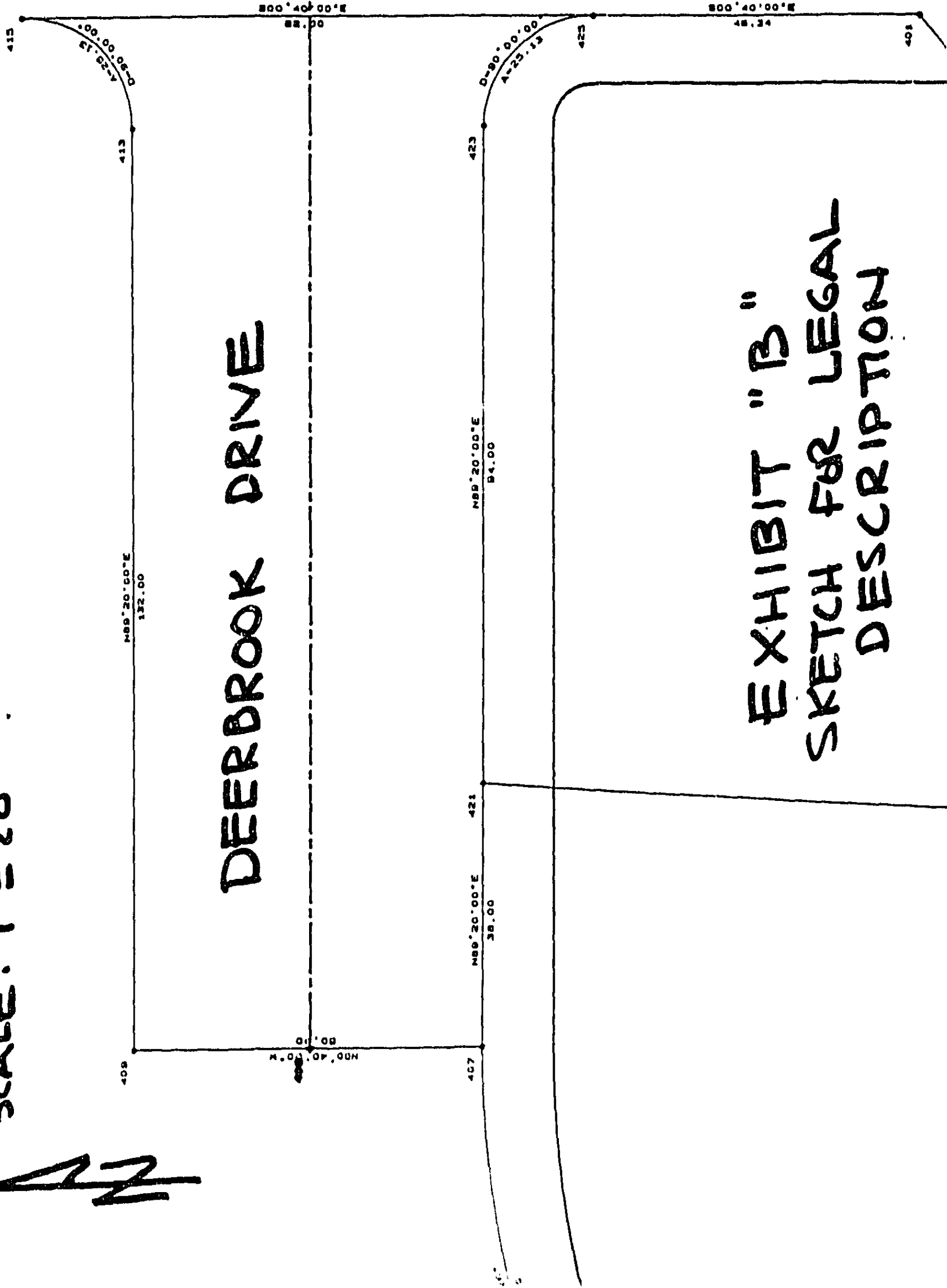
SCALE: 1" = 20'



DEERBROOK DRIVE

SOUTH END ROAD

EXHIBIT "B"
SKETCH FOR LEGAL
DESCRIPTION



CITY OF OREGON CITY, OREGON
PUBLIC UTILITY(S) EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT Robert C. Cannon, Trustee for Ellis Family Trust, hereinafter called the GRANTOR, do(es) hereby grant unto the City of Oregon City, hereinafter called the CITY, its successors in interest and assigns, a permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate and maintain public utilities on the following described land:

See attached Exhibit "A" Legal Description and attached Exhibit "B" Sketch for Legal Description

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

GRANTOR reserves the right to use the surface of the land for walkways, plantings, parking and related uses. Such uses undertaken by the GRANTOR shall not be inconsistent or interfere with the use of the subject easement area by the CITY. No building or utility shall be placed upon, under or within the property subject to the foregoing easement during the term thereof, however, without the written permission of the CITY.

Upon completion of the construction, the CITY shall restore the surface of the property to its original condition and shall indemnify and hold the GRANTOR harmless against any and all loss, cost or damage arising out of the exercise of the rights granted herein.

The true consideration of this conveyance is one dollar, the receipt of which is hereby acknowledged by GRANTOR.

And the GRANTOR above named hereby covenants to and with the CITY, and CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that GRANTOR and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

In construing this deed and where the context 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 _____, 19__; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

PROPERTY OWNER

The Ellis Family Trust
By: Robert C. Cannon, Trustee
Robert C. Cannon, Trustee
for Ellis Family Trust

Jay Ellis

860 South End Road

Oregon City, Oregon 97045

(Grantor's Name and Address)

Personal Acknowledgement
STATE OF CALIFORNIA

County of Los Angeles } 3/25/91

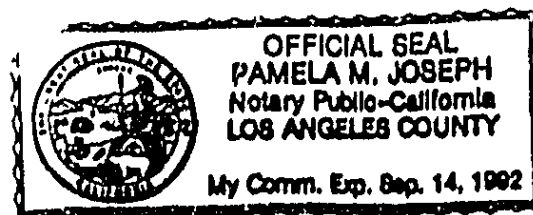
Personally appeared Robert C. Cannon who being duly sworn did say that he signed the foregoing instrument as Trustee in behalf of the Ellis Family Trust, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before Me:

Pamela M. Joseph
NOTARY PUBLIC FOR CALIFORNIA

(OFFICIAL SEAL)

My Commission Expires: 9/14/92



City of Oregon City
320 Warner Milne Road
Oregon City, OR 97045

(Grantee's Name and Address)

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

Mayor

City Recorder

After Recording Return to:

City Engineer
City of Oregon City
320 Warner Milne Road
Oregon City, OR 97045

Job No. 2829
1/23/91 WC
Revised 3/5/91
Revised 3/18/91

METES & BOUNDS DESCRIPTION
UTILITY EASEMENT
ACROSS PROPOSED LOTS 1 AND 2
SOUTH END ROAD PROPERTY
FOR E. & S. DEVELOPMENT

EXHIBIT "A"

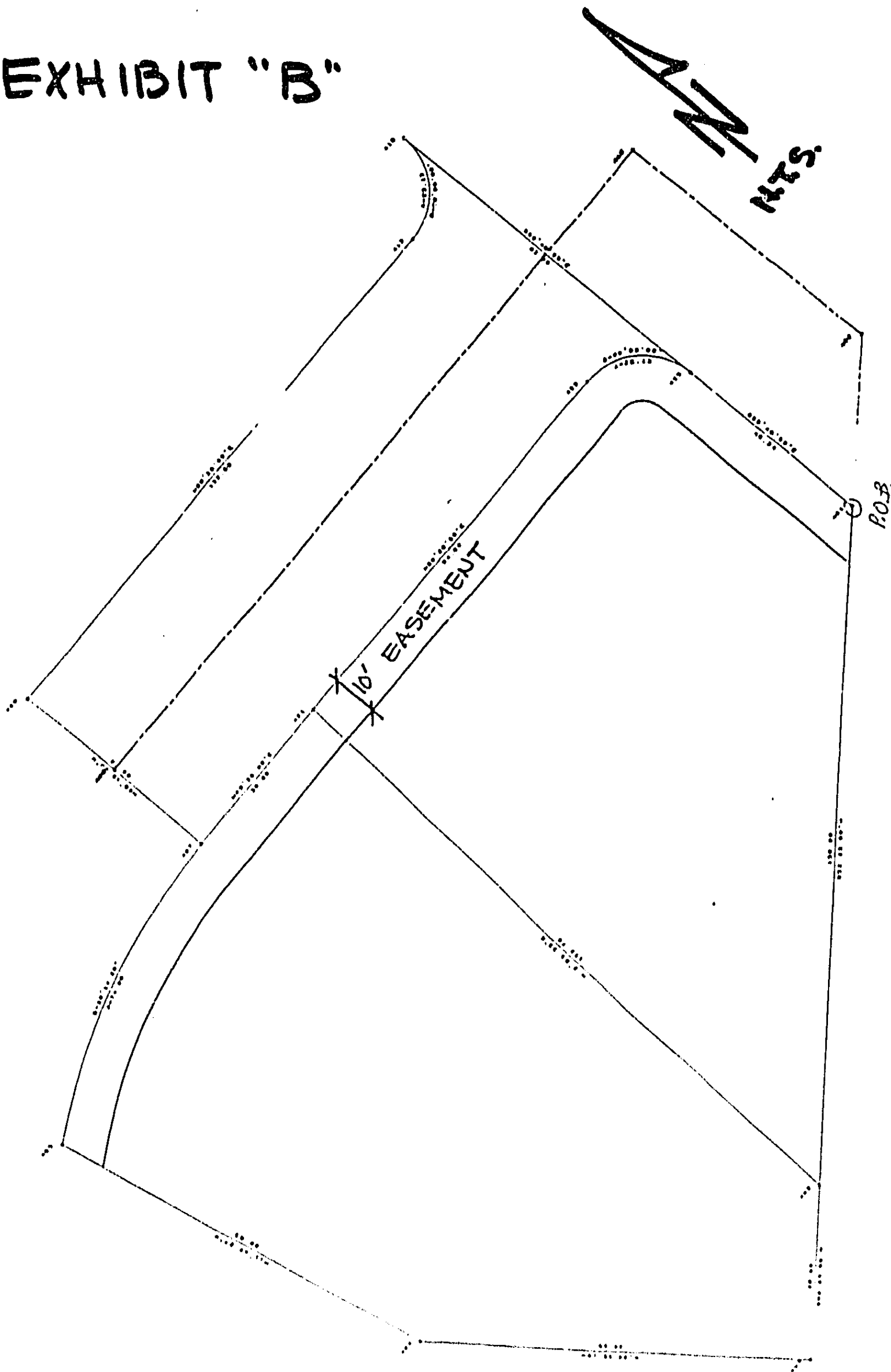
A strip of land, ten feet wide, being a part of that tract of land in the Northeast-quarter of Section 1, Township 3 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, described in deed to Lizzie Telford recorded January 22, 1896 in Clackamas County Deed Book 63, Page 56, and described as follows:

Commencing at the Northwest corner of the M. M. McCarver Donation Land Claim No. 41 and running thence West, 30 feet to a 1 1/2" diameter aluminum cap; thence N. 00° 40' 00" W., 1666.99 feet to the Southeast corner of said Telford tract at a 5/8" diameter iron rod with aluminum cap in monument box on the centerline of South End Road No. 535 and running thence, along the southeasterly line of said Telford tract, S. 52° 25' 00" W., 37.52 feet to the West right-of-way line of said road and the true point-of-beginning; thence from said point-of-beginning, the boundary of the easement to be described runs along said West right-of-way line, N. 00° 40' 00" W., 46.34 feet; thence, departing said right-of-way and running 25.13 feet along the arc of a curve left, concave southwest, the radius of which is 16.00 feet, the central angle is 90° 00' 00", and the long chord bears N. 45° 40' 00" W., 22.63 feet; thence S. 89° 20' 00" W., 132.00 feet; thence 74.00 feet along the arc of a curve left, concave south, the radius of which is 145.00 feet, the central angle is 29° 14' 26", and the long chord bears S. 74° 42' 47" W., 73.20 feet; thence, on a non-tangent line, S. 11° 47' 27" E., 10.56 feet; thence, 72.18 feet along the arc of a non-tangent curve right, concave south, the radius of which is 135.00 feet, the central angle is 30° 38' 05", and the long chord bears N. 74° 00' 57" E., 71.32 feet; thence N. 89° 20' 00" E., 132.00 feet; thence 9.42 feet along the arc of a curve right, concave southwest, the radius of which is 6.00 feet; the central angle is 90° 00' 00", and the long chord bears S. 45° 40' 00" E., 5.49

feet; thence S. 00° 40' 00" E., 53.85 feet to the southeasterly line of said Telford tract; thence N. 52° 25' 00" E., 12.51 feet to the point-of-beginning.

This description was prepared from the map of survey by Wade G. Donovan III, Centerline Concepts, Inc., account no. 150-343, dated November 27, 1990, and said map by reference is made a part hereof.

● EXHIBIT "B"





CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA 6

DATED

April 3, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 1 of 2

Subject: Disclosure and Consent -
Preston, Thorgrimson, Shidler,
Gates and Ellis, Attorneys at Law

Report No. 91-52

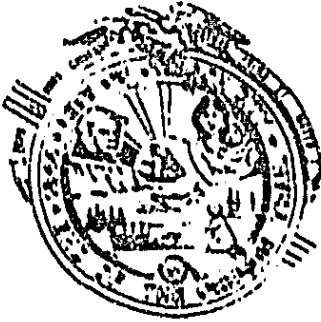
The City of Oregon City has contracted legal services with the law firm of Preston, Thorgrimson, Shidler, Gates and Ellis. The law firm represents both the City of Oregon City and Tri-County Metropolitan Transportation District (Tri-Met) in land use and environmental matters relating to the West Side Light Rail project.

On the April 3, 1991 agenda is the formal request of the law firm for Commission consent for the simultaneous representation of the City and Tri-Met. In the matter of representation of Tri-Met, the law firm is requesting to be available to Tri-Met for legal advice relating to public finance and bonding matters, and for land use and environmental matters unrelated to the proposed Park and Ride Project in Oregon City.

In their capacity as City Attorney, they may be asked to advise the City on legal issues related to sale of City property to a tax-exempt entity. In addition, they may be asked to advise the City with respect to the siting of the proposed Tri-Met Park and Ride Facility. This would not create an actual conflict because their representation of Tri-Met is unrelated to the proposed Park and Ride Facility. Consequently, they could continue to represent both parties so long as they provide full disclosure to, and obtain consent from, both Oregon City and Tri-Met.

Under the Oregon Disciplinary Rules, an attorney may not oppose a current client, even on an unrelated matter, without full disclosure and consent. Oregon DR 10-101 (B) provides the following:

"Full Disclosure" means an explanation sufficient to apprise the recipient of the potential adverse impact on the recipient, of the matter to which the recipient is asked to consent. Full disclosure shall also include a recommendation that the recipient seek independent legal advice to determine if consent should be given. Full disclosure shall be contemporaneously confirmed in writing."



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

April 3, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 2 of 2

Subject: Disclosure and Consent -
Preston, Thorgrimson, Shidler,
Gates and Ellis, Attorneys at Law

Report No. 91-52

Because the work that they have previously performed for Tri-Met, or would expect to do for Tri-Met in the future, is unrelated to the work that they perform on behalf of the City, there is no foreseen material risk of the City's confidential information being used adversely.

Additionally, the lack of relationship between the matters also suggests there is little risk of diminished "zealousness", or effort on the part of the law firm on the City's behalf, because of their representation of Tri-Met. However, the City needs to review this.

Again, the law firm is currently providing services to Tri-Met for legal advice as long as those matters do not create a conflict with their representation of the City's interest. In the event a conflict does arise, the law firm could not represent either party on the matter.

The law firm is obliged, per DR 10-101 (B), to advise the City to seek independent counsel to aid in determining whether consent should be given in this instance. The City did consult with counsel independent of the contracted law firm and was advised that the request for consent was most appropriate and that there was no reason the law firm could not represent both parties simultaneously since the West Side Light Rail Project was unrelated to their representation of Oregon City.

Attached to this report is a Statement of Consent for Preston, Thorgrimson, Shidler, Gates and Ellis, Attorneys at Law, to perform work for Tri-Met on the West Side Light Rail Project and simultaneously to work for Oregon City as its City Attorney. It is recommended that the City Commission authorize the City Manager to execute the Statement of Consent.

CHARLES LEESON
City Manager

jke
Attach.

cc: Preston, Thorgrimson, Shidler, Gates and Ellis, Attorneys at Law

CITY OF OREGON CITY

STATEMENT OF CONSENT

Consent to Preston, Thorgrimson, Shidler, Gates and Ellis to perform work for Tri-Met on the West Side Light Rail Project, simultaneously to work for Oregon City as its City Attorney, is hereby given and acknowledged this 3rd day of April, 1991.

CITY OF OREGON CITY

By:

CHARLES LEESON, City Manager



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

April 3, 1991

9

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 1 of 7

**Subject: Audit Report for Fiscal Year
Ended June 30, 1990**

Report No. 91-53

On the April 3, 1991 agenda is the Audit Report for the year ended June 30, 1990, as prepared and submitted by Coopers and Lybrand. This Commission Report presents the auditor's notes and comments along with action taken or to be taken.

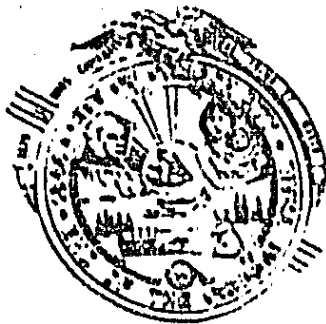
Description of the Reporting Entry

The general purpose financial statements of the City of Oregon City include all significant activities and organizations over which the City exercises oversight authority as demonstrated by financial interdependency and/or authoritative appointment of the governing authority. Based on this criteria, the City of Oregon City Development Commission, the Urban Renewal Agency, has been included in these financial statements.

Basis of Accounting

The financial statements of the General, Special Revenue, Capital Projects and Expendable Trust funds are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets.

The Enterprise and Internal Service Funds are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these funds are included on the combined balance sheet. Proprietary fund-type operating statements present increases and decreases in the total assets.



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

April 3, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 2 of 7

Subject: Audit Report for Fiscal Year
Ended June 30, 1990

Report No. 91-53

The financial statements of the General, Special Revenue, Capital Projects, Expendable Trust and Agency Funds are maintained using the modified accrual basis of accounting under which revenues are recognized when susceptible to accrual (when they become both Measurable and available). "Measurable" means the amount of the transaction can be determined and, "Available" means collectible with the current period or soon enough thereafter to be used to pay liabilities of the current period. The City considers property taxes as "available" if they are collected within 60 days after year end. Expenditures are recorded when the related fund liability is incurred.

Those revenues susceptible to accrual are property taxes, interest revenue, state, county and local shared revenue and federal and state grants.

AUDIT NOTES, COMMENTS AND DISCLOSURES:

Internal Accounting Control

No material weaknesses were disclosed. During prior years and on a continuing basis, separation of duties and compliance with standards of internal control are followed to the highest level that available staff and practical allocation of time will allow.

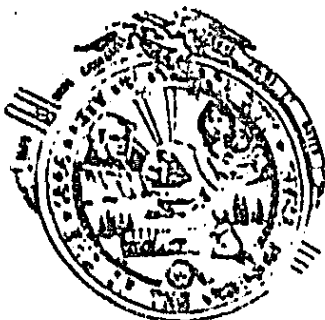
Other Comments and Disclosures:

The City appeared to be in compliance with legal requirements for:

- a. Preparation and adoption of budgets
- b. Requirements for debt
- c. Programs funded by other departments
- d. Cost accounting guidelines
- e. Investment of public money
- f. Awarding of contracts and construction of public improvements

Except as follows for Item (1) and Item (2):

Item (1): The City was not in compliance with ORS Chapter 295, which requires a depository to hold securities at its own expense, equal to 25 percent of all funds of the City in excess of those covered by the Federal Deposit Insurance Corporation.



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

April 3, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 3 of 7

Subject: Audit Report for Fiscal Year
Ended June 30, 1990

Report No. 91-53

Deposits

Deposits with financial institutions are comprised of bank demand deposits. The total bank balance is \$256,775. Of these deposits, \$221,207 was covered by federal depository insurance and the remainder of \$35,568 was uncollateralized. Oregon Revised Statutes require the depository institution to maintain on deposit with a collateral pool manager, securities having a value not less than 25 percent of the outstanding certificates of participation issued by the pool manager. The uncollateralized amount of \$35,568 represents funds required to be collateralized under Oregon law.

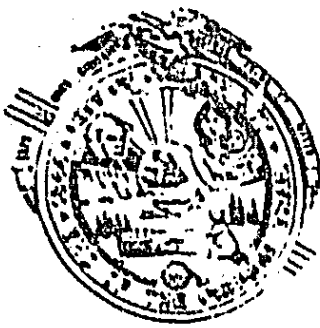
Equity in Pooled Cash and Investments:

The City maintains a cash and investment pool that is available for use by all funds. Each funds portion of this pool is displayed on the combined balance sheet as "Equity in Pooled Cash and Investments".

Equity in pooled cash and investments is comprised of the following at June 30, 1990:

Deposits with financial institutions (net of outstanding checks)	\$ (130,040)
Investments	3,287,472
Investments deposited with deferred compensation plan custodians	484,302
Petty Cash	<u>2,321</u>
	<u>\$ 3,644,054</u>

The City's checking account is adjusted daily to a book balance of \$4,000; however, outstanding checks would allow for periods during which cash in checking exceeded \$100,000. The depository institution was unable to cover these demand deposits with the required collateral. This situation cannot directly be resolved. A solution would be to transfer funds only on the day the checks are delivered for payment; however, funds from the Local Government Investment Pool are not available after 11:00 a.m. each day.



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

April 3, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 4 of 7

Subject: Audit Report for Fiscal Year
Ended June 30, 1990

Report No. 91-53

The City will be reviewing proposals for Banking Services in the annual review of services. A solution to the collateralization problem will be included as a requirement of the proposals submitted.

Investments

State statutes authorize the City to invest primarily in general obligations of the US Government and its agencies, certain bonded obligation of Oregon municipalities, bank repurchase agreements, bankers' acceptances, and the State Treasurer's Investment pool, among others.

The City's investments are categorized below to give an indication of the level of risk assumed by the City at June 30, 1990. Category 1 includes investments that are insured or for which the securities are held by the City or its agent in the City's name. Category 2 includes uninsured investments for which the securities are held in the City's name by the Trust Department of the financial institution selling the security to the City. Category 3 includes uninsured investments for which the securities are held by the financial institution selling the security to the City or by its Trust Department, but not in the City's name.

	Category	Carrying	Market
	1 2 3	Amount	Value
Held by custodians under deferred compensation plan:			
\$ -	\$484,301	\$ 484,301	\$ 484,301
State of Oregon Treasurer's short-term investment pool:			
		<u>3,287,472</u>	<u>3,287,472</u>
Total Investment		<u>\$ 3,771,773</u>	<u>\$ 3,771,773</u>



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

April 3, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 5 of 7

Subject: Audit Report for Fiscal Year
Ended June 30, 1990

Report No. 91-53

Cash with Clackamas County Treasurer:

Cash with Clackamas County Treasurer represents property taxes collected and held by the County on behalf of the City.

Fixed Assets:

Changes in fixed assets by major classes are as follows:

Balance June 30, 1989	Additions	Transfers	Retire- ments	Balance June 30, 1990
<u>ENTERPRISE FUNDS</u>				
9,170,021	4,205,795	-	-	13,375,816
<u>INTERNAL SERVICE FUND</u>				
Equipment		34,209		34,209
<u>GENERAL FIXED ASSETS ACCOUNT GROUP</u>				
Land	829,900			829,900
Buildings	2,404,306			
Equipment	2,725,682	221,472	(34,209)	(99,545)
Improvements	280,595			
	6,240,483	221,472	(34,209)	(107,258)
				6,320,488

Item (2): Expenditures in excess of related appropriation categories were as follows:

	Transfers	Fund Balance at Year End
GENERAL FUND:		
NonDepartmental	(\$ 18,026)	\$ 399,644



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

April 3, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 6 of 7

Subject: Audit Report for Fiscal Year
Ended June 30, 1990

Report No. 91-53

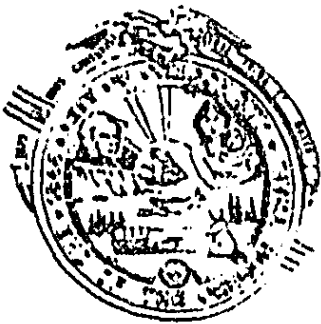
	<u>Transfers</u>	<u>Fund Balance at Year End</u>
DEVELOPMENT SERVICES FUND:		
Personal Services	(11,089)	54,505
Materials & Services	(5,853)	
WARNER PARROTT/LINN AVENUE FUND:		
Materials & Services	(1,173)	24,921
CIVIC IMPROVEMENT TRUST FUND:		
Materials & Services	(609)	59,609
SEWAGE DISPOSAL FUND:		
Personal Services	(11,503)	734,940
STORM DRAIN FUND:		
Personal Services	(603)	126,582
Materials & Services	(27,635)	

Changes to budget appropriations are by resolution of the City Commission submitted as needed following review of expenditures by Department Directors.

All expenditures were for purposes appropriate to the fund from which they were made.

Passage of Constitutional Property Tax Limitation:

On November 6, 1990, the Oregon voters approved a State Constitutional limit on property taxes for schools and non-school government operations. Under the provisions of the limitation, tax revenues are separated into those for the public school system. The limitation specifies \$10.00 is the maximum allowable tax for each \$1,000 of property real market value imposed on local governments other than the public school system beginning with the 1991-1992 fiscal year.



CITY OF OREGON CITY

INCORPORATED 1844

COMMISSION REPORT

FOR AGENDA

DATED

April 3, 1991

TO THE HONORABLE MAYOR AND COMMISSIONERS

Page 7 of 7

Subject: Audit Report for Fiscal Year
Ended June 30, 1990

Report No. 91-53

The limitation applies to all state and local taxes and charges on property except for the following:

1. Incurred charges for goods or services received at the owner's option;
2. Assessments for capital construction that provides a special benefit to the property and that can be paid off over at least ten years;
3. Taxes to repay bonded debt authorized by the State Constitution;
4. Taxes to repay existing bonded debt for capital construction; and
5. Taxes to repay new bonded debt for capital construction if approved by voters.

At the present time, the financial effect of the limitation on the City's future years' operations is not determinable.

SUMMARY

The City's accounting records were found adequate for auditing purposes. It is the ongoing purpose of staff to keep records whose clarity and accuracy enable the auditor to quickly find all relevant information.

Based upon the preceding information, it is recommended that the Audit Report for the Year Ended June 30, 1990 be accepted and referred to the City Manager for implementation of corrections as outlined.

CHARLES LEESON
City Manager

JSH:jke

cc: Budget Committee Members
All Department Directors