

AGENDA
City of Oregon City, Oregon
WEDNESDAY, MAY 19, 2010

REGULAR MEETING OF THE CITY COMMISSION
7:00 P.M.

City Commission:

Alice Norris, Mayor
Doug Neeley, Commission President
James Nicita
Rocky Smith, Jr.
Daphne Wuest

Meeting held at:

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

1. Convene Regular Meeting of May 19, 2010, and Roll Call
2. Flag Salute
3. Ceremonies, Proclamations, Presentations
 - a. Oath of Office: Officer William Horton and Reserve Officer Cornelius Booker
 - b. Presentation of Certificate for State Re-Accreditation - Joe Simon
 - c. Proclamation: May 16-22, 2010 as National Public Works Week in the City of Oregon City.
4. Citizen Comments

This section of the agenda allows citizens up to 3 minutes to present information or raise issues relevant to the city, regarding items not on the agenda. As a general practice, the City Commission will not engage in discussion with those making comments. Prior to speaking, citizens should fill out a form (available in the foyer) and hand it to the Mayor or City Recorder. Begin speaking by stating your name and residing city.
5. Adoption of the Agenda
6. Public Hearings
7. General Business
 - a. Police Facility Remodel Update
Staff: Mike Conrad, Police Chief and Public Safety Director
 - b. Intergovernmental Agreement Between City of Oregon City and South Fork Water Board for Loan
Staff: David Wimmer, Finance Director
 - c. Oregon City Municipal Stormwater Permit - New Permit (Draft) Requirements and New Elements
Staff: Nancy Kraushaar, City Engineer and Public Works Director
 - d. Deed of Dedication, Public Utility Easement, and Temporary Construction Easement at 1680 Molalla Avenue (Intersection of Beaver Creek and Molalla)
Staff: Nancy Kraushaar, City Engineer and Public Works Director
 - e. Visitor Center at the End of the Oregon Trail Site
Staff: David Frasher, City Manager

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.

- a. Minutes of the May 5, 2010 Regular Meeting
Staff: Nancy Ide, City Recorder
- b. Resolution No. 10-10, Eligibility to Receive State Shared Revenue
Staff: Nancy Ide, City Recorder
- c. TriMet Officer
Staff: Mike Conrad, Police Chief and Public Safety Director

9. Communications

- a. City Manager
- b. Mayor
- c. Commissioners

10. Adjournment

ORDER OF THE VOTE NO. 3
Wuest, Smith, Nicita, Neeley, Norris

Citizen Comments: The following guidelines are given for citizens presenting information or raising issues relevant to the City but **not listed on the agenda** under the Citizen Comments section of 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 speak into the microphone.
- Each speaker is given 3 minutes to speak. To assist in tracking your speaking time, refer to the device on the speaker table. The green light turns on when speaking begins; the yellow light appears when 30 seconds remain; the red light appears when speaking time is complete.
- As a general practice, the City Commission does not engage in discussion with those making comments.

If you wish to speak on an item **on the agenda**, complete the Comment Card, submit it to the City Recorder, and the Mayor will call your name when the item is addressed on the agenda.

All speakers should begin speaking by stating their name and the city in which they reside.

Agenda Posted May 14, 2010 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 and Gladstone residents; Channel 18 for Redland residents; and Channel 30 for West Linn residents. The meetings are also rebroadcast on WFTV. Please contact WFTV 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 Commission 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.

AGENDA
City of Oregon City, Oregon
WEDNESDAY, MAY 19, 2010

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

This meeting is closed to the public.

City Commission:

Alice Norris, Mayor
Doug Neeley, Commission President
James Nicita
Rocky Smith, Jr.
Daphne Wuest

Meeting held at:

City Hall
Oregon Trail Conference Room
625 Center Street
Oregon City, OR 97045
503-657-0891

1. Convene Executive Session of May 19, 2010, and Roll Call
2. Executive Session Pursuant to ORS 192.660(2)
 - a. Subsection (e): To conduct deliberations with persons designated by the governing body to negotiate real property transactions.
3. Adjournment

POSTED: May 17, 2010 at City Hall, Pioneer Community Center, Library

OATH OF OFFICE

Sworn Police Officer
Oregon City Police Department

*I, **William J. Horton**, do solemnly swear that I will uphold the law, and support the Constitution of the United States and the State of Oregon. I will abide by the Law Enforcement Code of Ethics, and the department's rules and regulations, while faithfully performing my duties as Police Officer for Oregon City, Oregon.*

GIVEN THIS 19TH DAY OF MAY, 2010

Alice Norris, Mayor

SUBSCRIBED AND SWORN to before me this 19th of May 2010.

Notary Public
State of Oregon
My commission expires: _____

OATH OF OFFICE

Sworn Reserve Police Officer
Oregon City Police Department

*I, **Cornelius M. Booker**, do solemnly swear that I will uphold the law, and support the Constitution of the United States and the State of Oregon. I will abide by the Law Enforcement Code of Ethics, and the department's rules and regulations, while faithfully performing my duties as a Reserve Police Officer for Oregon City, Oregon.*

GIVEN THIS 19TH DAY OF MAY 2010

Alice Norris, Mayor

SUBSCRIBED AND SWORN to before me this 19th day of May 2010.

Notary Public
State of Oregon
My commission expires: _____

PROCLAMATION

May 16-22, 2010

National Public Works Week in the City of Oregon City

Whereas, Public works services, facilities, and infrastructure are an integral part of the health, safety, and everyday life of the people of Oregon City and other communities around the world; and

Whereas, Public infrastructure provides needed systems for goods and services that are vital to sustainable business and a robust economy; and

Whereas, The serviceability of public facilities and infrastructure, including its planning, design, construction, operations, and maintenance, is vitally dependant upon the efforts and skill of engineers and public works professionals; and

Whereas, Public works services are provided through the dedicated efforts of public works workforces, who are responsible for transportation, water supply, stormwater and wastewater collection and treatment, refuse disposal and other structures and facilities essential to life as we know it; and

Whereas, In Oregon City, underground networks of pipes for sewer, storm, and drinking water serve our basic everyday needs; above-ground networks of roads and sidewalks allow us to travel safely; surface water management reduce pollutants in our streams and rivers; and emergency response to flooding, storm events, and other natural disasters provides us with essential assistance when needed; and

Whereas, It is vital to Oregon City to have a citizenry that is knowledgeable about the important public works services that keep Oregon City operating reliably and efficiently.

Now, Therefore, I, Alice Norris, Mayor of Oregon City, hereby proclaim

May 16-22, 2010

as

National Public Works Week in the City of Oregon City

And, I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

In Witness Whereof, I have hereunto set my hand this 19th day of May 2010

ALICE NORRIS, Mayor

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to 3 MINUTES.
- Give to the City Recorder in Chambers prior to the meeting.

Date of Meeting 5-19-10

Item Number From Agenda 4

NAME:

Kelly Clyde

ADDRESS:

Street: 16072 S. Beaver Glen Dr

City, State, Zip: Oregon City, OR 97045

PHONE NUMBER:

503) 318 9845

SIGNATURE:

[Signature]

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to 3 MINUTES.
- Give to the City Recorder in Chambers prior to the meeting.

Date of Meeting 5/19/2010

Item Number From Agenda 4

NAME:

Matthew Crum

ADDRESS:

Street: 3510 SE Aldercrest Rd

City, State, Zip: Milwaukie, OR 97222

PHONE NUMBER:

503-952-6260

SIGNATURE:

Matthew Crum

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to 3 MINUTES.
- Give to the City Recorder in Chambers prior to the meeting.

Date of Meeting 5-19-2010

Item Number From Agenda 7c

NAME: Krista Reininga, Project Manager
ADDRESS: at Brown and Caldwell
Street: _____
City, State, Zip: _____
PHONE NUMBER: _____
SIGNATURE: _____

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND ADDRESS
- Limit Comments to 3 MINUTES.
- Give to the City Recorder in Chambers prior to the meeting.

Date of Meeting 19 May 10

Item Number From Agenda 7d

NAME: William Gifford
ADDRESS: 1324 BEAVER LN
Street: _____
City, State, Zip: OC OR 97045
PHONE NUMBER: 503-723-3456
SIGNATURE: William Gifford

May 17, 2010

Oregon City Swim Team
P.O. Box 724
Oregon City, OR 97045

Alice Norris – Mayor of Oregon City
Doug Neely – City Commissioner
James Nicita – City Commissioner
Rocky Smith Jr. – City Commissioner
Daphne Wuest – City Commissioner

625 Center Street
Oregon City, OR 97045

Dear Mayor and Commissioners,

Oregon City Swim Team (OCST) would like to extend the following financial offer to The City of Oregon City for the sole purpose of making improvements to the slide, located at the Oregon City Municipal Pool. We believe these improvements will result in a mutually beneficial future for both the City and OCST. We ask that when you consider this offer you also take into account some of the benefits which we believe will be a direct result of the improvements made to the slide. These benefits include:

- a more attractive facility – complete with a new slide and 6 fully-functional swimming lanes with starting blocks
- OCST and OCHS will proudly represent Oregon City at home in fully competitive, USA Swimming sanctioned events as well as high school swimming events.
- a boost to the local economy in part due to the revenue brought in as a result of swim meets:
with 6 lanes the team could host a fully scheduled 2-3 day split format meet which would result in a possible 300 participants. Using Chamber of Commerce figures, over 2 days this could account for a \$165 economic impact to the city for each participant. Leading to \$50,000 spent in and around Oregon City during a full competitive weekend.
- Enabling Oregon City High School to host swim meets in Oregon City. (Last year Oregon City High School paid \$1000. to bus swimmers to Molalla and for leasing pool space. In addition, parents of Oregon City High School swimmers had to travel to Molalla for those meets. Molalla benefited from Oregon City community's loss)

While it is possible to host a sanctioned swim meet with the current 5 available lanes, this option is not attractive to potential visiting clubs. These clubs have many other opportunities to attend meets held in fully-functional venues with 6-10 lanes. Additionally, hosting a meet with the current 5 available lanes would result in an expense to OCST rather than a source of revenue due to the full cost incurred for a weekend meet versus the maximum potential income.

Finally, while the change of the OC slide may not be a priority in the 2010 budget, the condition and age of the slide is such that it will demand the full cost of change, most likely within 1-4 years. This generous offer will ease the inevitable financial burden to the City of Oregon City and, if action is taken now, it will save the city half the cost of the project.

With the above considerations in mind, Oregon City Swim Team would like to fund half of the cost of the new slide, not to exceed \$10,000. This offer is contingent on the following two conditions:

1. The new slide results in 6 fully-functional lanes with use of all 6 starting blocks.
2. OCST agrees to the scope and timing of the project.

Thank you for your consideration, time and support.

Kind regards,

Oregon City Swim Team Board

ENTERED INTO THE RECORD

DATE RECEIVED: 5-19-10

SUBMITTED BY: Kelly Clyde

SUBJECT: Item 4



Agenda Item No. 7a
Meeting Date: 19 May 2010

COMMISSION REPORT: CITY OF OREGON CITY

TO:	Honorable Mayor and City Commission
FROM:	Mike Conrad, Police Chief and Public Safety Director
PRESENTER:	Mike Conrad, Police Chief and Public Safety Director
SUBJECT:	Police Facility Remodel Update
Agenda Heading: General Business	
Approved by: David Frasher, City Manager	

RECOMMENDED ACTION (Motion):

The City of Oregon City and JWC, LLC should enter into a contract for the remodel of the Police Department, Municipal Court, and Code Enforcement.

BACKGROUND:

The City solicited bids for the remodel of the Police Department, Municipal Court, and Code Enforcement. JWC LLC was the low bidder at \$166,950.

BUDGET IMPACT:

FY(s): FY(s): \$166,950

Funding Source: General Fund

Funding Source:

ATTACHMENTS:

Contract between the City of Oregon City and JWC, LLC.

Bid matrix

Company	Bio	Alternates?	Attached Form From Section II										
			A	B	C	D	E	F	G	H	I	J	K
JWC	159,000	7,950	✓	3/✓	✓	✓ _N	✓	✓	✓	✓	✓	✓	✓ ₃
Shearer & Assoc.	185,581	2,781	✓	3	✓	✓ _N	✓		✓	✓	✓	✓	✓
BE CUSTOM CONST.	242,628	2,500	✓	3/✓	✓	✓ _R	✓		✓	✓	✓	✓	✓ ₂
SILCO CONSTR.	199,499	3,000	✓	3/✓	✓	✓ _R	✓		✓	✓	✓	✓	✓ ₃
COLUMBIA CASCADE	188,700	3,000	✓	3/✓	✓	✓ _R	✓	✓	✓	✓	✓	✓	✓ ₃
KEL-TEC	213,000	NA	✓	✓	✓	✓ _R	✓		✓	✓	✓	✓	✓ ₃
BROOKAMP & JAEGER	199,000	2700	✓	3/✓	✓	✓ _R	✓	✓	✓	✓	✓	✓	✓ ₃
WILLAMETTE CONSTR. GROUP	219,150	3700	✓	✓	✓	✓ _R	✓	✓	✓	✓	✓	✓	✓ ₃
NOMARCO INC	195,999	3000	✓	✓	✓	✓ _R	✓		✓	✓	✓	✓	✓ ₃
JE DUNN	242,900	2772	✓	✓	✓	✓ _R	✓	✓	✓	✓	✓	✓	✓ ₃
FIRST CASCADE CORP	195,777	3974	✓	✓	✓	✓ _R	✓	✓	✓	✓	✓	✓	✓ ₃

Company	Bid	Alternates?	Attached Form From Section II										
			A	B	C	D	E	F	G	H	I	J	K
CEDAR MILL CONST. CO .	209,500	5600	✓	✓	✓	✓ _R	✓	✓	✓	✓	✓	✓	✓ ₃
F&F Structures	278,900	659	✓	NO	✓	✓ _R	✓	✓	✓	✓	✓	✓	✓ ₁
WOODBURN CONST. CO	188,000	3,575	✓	✓	✓	✓ _R	✓	✓	✓	✓	✓	✓	✓ ₃
TEAM CONST.	223,249	2,875	✓	✓	✓	✓ _N	✓	✓	✓	✓	✓	✓	✓ ₃
PARADIGM CONST	163,020	2,214	✓	✓	✓	✓ _R	✓	✓	✓	✓	✓	✓	✓ ₁ → 1

Contract Agreement

This Agreement, made and entered into this _____ day of _____, 2010, between the CITY OF OREGON CITY ("CITY"), acting by and through the City Commission and JWC, LLC ("CONTRACTOR").

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

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **OREGON CITY POLICE STATION RENOVATION** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

- Invitation to Bid;
- Instructions to Bidders;
- Bid Submittal Requirements: Bid Proposal and Bid Schedule, Addenda Acknowledgment, Compliance with ORS 279C.840, Resident Bidder Status, Bidder Qualification Form, Certification of Drug Testing Program, First Tier Subcontractor Disclosure Form, Bid Bond, Registrations, Certification of Non-Discrimination and Certification of Compliance with Tax Law; Qualification of Bidder,
- Contract Agreement (including Oregon City Statutory Conditions);
- General Conditions
- Performance and Payment Bonds;
- Scope of Work;
- Project Drawings, labeled Bidding Documents 03.05.2010
- Technical Specifications;
- Addenda 1, 2, 3

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

ARTICLE II - Time of Completion

The project shall be ready for substantial completion (beneficial occupancy) within 90 consecutive calendar days after Notice to Proceed. The project shall be ready for final acceptance within 120 consecutive calendar days after Notice to Proceed.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is ONE HUNDRED SIXTY SIX THOUSAND NINE HUNDRED FIFTY AND NO/100 dollars (\$166,950.00) including Alternate No. 1.

ARTICLE IV - Warranty and Quality of Work

The Contractor warrants to the City for a period of one year from acceptance of the work by the City, that all materials and equipment furnished under this contract will be new, unless otherwise specified, and the work will be of good quality, free from faults and defects and in conformance with the City's specifications. Work not so conforming with these standards shall be considered defective.

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

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

CITY OF OREGON CITY

(INSERT CONTRACTOR NAME)

JWC, LLC

by: _____
City Manager

by: _____
Authorized signature

Title

City Commission Award Date:

Federal Taxpayer ID Number: 20-1567982
Oregon CCB Number: 161682

Address:
PO Box 821409
Vancouver, WA 98682

Oregon City Statutory Conditions to Contract Agreement

ORS 279C.505(1)(a) CONTRACTOR shall make payment promptly, as due, to all persons supplying to such CONTRACTOR labor or material for the prosecution of the work provided for in such contract.

ORS 279C.505(1)(b) CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of the contract.

ORS 279C.505(1)(c) CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

ORS 279C.505(1)(d) CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

ORS 279C.505(2) CONTRACTOR shall demonstrate that an employee drug testing program is in place.

ORS 279C.510 CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

ORS 279C.515(1) If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with the public contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of the contract.

ORS 279C.515(2) If the CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the CONTRACTOR, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

ORS 279C.515(3) If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(1) Every public works contract must contain the following:

(a) A condition or clause that, if the contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers of the public contracting agency may pay such claim and charge the amount of the payment against funds due or to become due the contractor by reason of the contract (Reference: ORS 279C.515);

(b) A condition that no person will be employed for more than 10 hours in any one day, or 40 hours in any one week except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed must be paid at least time and one-half the regular rate of pay for all time worked:

(A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

- (B) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
(C) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

ORS 279C.520 (1) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:

(a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

ORS 279C.525 The following environmental and natural resources, laws, rules and regulations affect the performance of the contract:

- City of Oregon City Erosion Control Ordinance (Ref. Oregon City Municipal Code Chapter 17.47 Erosion and Sediment Control).

ORS 279C.530(1) The CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care, or other needed care and attention, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

ORS 279C.530(2) All employers, including CONTRACTOR, that employ subject Workers who Work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. CONTRACTOR shall ensure that each of its subcontractors complies with these requirements.

ORS 279C.540 CONTRACTOR may not require or permit an employee to labor more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity or emergency or when the public policy absolutely requires it, in which event, the person so employed for excessive hours shall receive at least time and a half pay:

(a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on the following legal holidays:

(A) Each Sunday.

(B) New Year's Day on January 1.

(C) Memorial Day on the last Monday in May.

(D) Independence Day on July 4.

(E) Labor Day on the first Monday in September.

(F) Thanksgiving Day on the fourth Thursday in November.

(G) Christmas Day on December 25.

(2) CONTRACTOR shall give notice in writing to employees who perform work under subsection (1) of this section, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.

ORS 279C.545 Any worker employed by the CONTRACTOR shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the CONTRACTOR within 90 days from the completion of the contract, providing the CONTRACTOR has caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work and maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

ORS 279C.550 - 570 Retainage and payment under the terms of this Agreement shall be governed by the terms of ORS 279C.550 – 570.

ORS 279C.570 The CITY shall make progress payments on the contract monthly as work progresses on the contract. Payments shall be based upon estimates of work completed that are approved by the CITY. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. The CITY shall pay to the CONTRACTOR interest on the progress payment, not including retainage, due the CONTRACTOR.

ORS 279C.580(3) CONTRACTOR shall pay the subcontractor for satisfactory performance under the subcontract out of amounts that are paid by the CITY to the CONTRACTOR within 10 days of CONTRACTOR'S receipt of such payments from the CITY. If payment is not made within 30 days after receipt of payment from the contracting agency, the CONTRACTOR shall pay to the first-tier subcontractor an interest penalty as provided in ORS 279C.580(C). The CONTRACTOR shall include this requirement as further detailed in the Special Provisions in all SUBCONTRACTS worded appropriately to require prompt payment of said SUBCONTRACTORS to lower tier subcontractors.

ORS 279C.605 A notice of claim required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the CONTRACTOR at any place the CONTRACTOR maintains an office or conducts business or at the residence of the CONTRACTOR.

ORS 279C.825(1) A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825 (1). That the fee shall be paid to the commissioner under the administrative rule of the commissioner.

ORS 279C.830 (1) The existing prevailing rate of wage that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the CONTRACTOR or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract is included in Section IX of these contract documents. The workers shall be paid not less than the specified minimum hourly rate of wage.

ORS 279C.830(2) A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825 (1). The fee shall be paid to the commissioner under the administrative rule of the commissioner.

ORS 305.385(6) CONTRACTOR shall certify in writing, under penalty of perjury, that CONTRACTOR is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380 (4).

ORS Chapter 701 CONTRACTOR shall certify that all subcontractors performing work described in ORS 701.005(2), i.e., construction work, will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

ORS 279C.830(3) The contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

OAR 137-049-0200(2) Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing.

END OF SECTION

General Conditions of the Contract for Construction
AIA Document A201 with Modifications

(Note: attach pdf copy of GCs when pdf of contract is created for signature)



Agenda Item No. 7b
Meeting Date: 19 May 2010

COMMISSION REPORT: CITY OF OREGON CITY

TO:	Honorable Mayor and City Commission
FROM:	David Wimmer, Finance Director
PRESENTER:	David Frasher, City Manager
SUBJECT:	Intergovernmental Agreement Between City of Oregon City and South Fork Water Board for Loan
Agenda Heading: General Business	
Approved by: David Frasher, City Manager	

RECOMMENDED ACTION (Motion):

Staff recommends the City of Oregon City approve the IGA between the City of Oregon City and South Fork Water Board in the amount of \$2.4 million at 3.50 annual percentage rate for a period not to exceed seven years.

BACKGROUND:

At the City Commission's regular Meeting on April 21, 2010, the Commission approved the terms of the loan and directed staff to create an Intergovernmental Agreement for the amount and terms listed above. Some of the wording from the April 21, 2010 staff report is repeated below.

The South Fork Water Board is asking for a loan of \$2.4 million from the City of Oregon City to pay off South Fork Water Board Series 1998 Revenue Bonds and defease Series 2004 Revenue Bonds.

The South Fork Water Board is an intergovernmental entity in Clackamas County, Oregon, created by intergovernmental agreement among the South Fork Water Board, the City of Oregon City and the City of West Linn, Oregon, pursuant to ORS 190.010.

Facts and Findings:

At the present time, the South Fork Water Board is not meeting its bond covenants that require revenue at a minimum of 125% of debt service expenditures. Payment of the South Fork Water Board First Lien Water Revenue Bonds Series 1998 and defeasance of the Series 2004 Bonds eliminates the requirement for debt service coverage and would reduce the need for a wholesale water rate increase to the Cities of Oregon City and West Linn from a minimum of approximately 25% to 10% effective immediately.

The City of Oregon City is currently earning an interest rate of 0.55% from the State investment pool. The proposed loan to South Fork Water Board will have an interest rate of 3.50% which will significantly increase the return on the City's investment while still leaving South Fork Water Board in a positive cash position and will result in the benefit of removing the current bond covenants.

BUDGET IMPACT:

FY(s): FY's 2010-17

Funding Source: Net Interest Reveue could be up to \$275,825 greater over the seven year life of the bonds based on present earnings rate of .55 percent. Specific funds to receive the increased earnings has not been determined by the City Commission.

ATTACHMENTS:

IGA

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF OREGON CITY AND THE
SOUTH FORK WATER BOARD

THIS INTERGOVERNMENTAL AGREEMENT is entered into between the City of Oregon City (the "City"), an Oregon municipal corporation, and the South Fork Water Board (the "Board"), a, ORS 190 Intergovernmental entity.

RECITALS:

- (a) The City and the Board have determined that the loan of \$2,400,000 to the Board to pay off outstanding bonds is in the best interest of both entities
- (b) The Board is owned equally by the City and the City of West Linn.
- (c) The City's 2010-11 Approved Budget provides for a loan of \$2,400,000 to be made from the City's General Fund and PERS Rate Differential Fund.
- (d) The Board's 2010-11 Approved Budget provides for the receipt of loan proceeds of \$2,400,000 with payment of interest.
- (e) The City Commission approved the loan for a term not to exceed seven years at a rate of three and one-half percent (3.50 %) annually.
- (f) ORS 190.010 et seq. authorizes the City and the Board to enter into an intergovernmental agreement for a loan from the City's General and PERS Rate Differential Funds.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1: **Effective Date.** This agreement shall become effective upon the date of the last signature hereon.

Section 2: **Loan.**

The City and the Board agree that the City will advance funds to the Board in the principal amount not to exceed \$2,400,000. The funds advanced to the Board shall be applied to the cost of paying off the 1998 Bond and defeasance of the 2004 Bond.

Section 3: **Term.** The City agrees that the loan shall be for a term not to exceed seven years.

Section 4: **Interest.** The principal shall bear interest at three and one-half percent (3.50%) for the term of the loan.

Section 5: **Repayment.** The loan shall require payment of principal and interest no later than June 1 of each year the loan has a balance outstanding. The principal repayments will at a minimum be as follows. The principal payments may exceed the minimum annual payments listed.

June 1, 2011	\$300,000
June 1, 2012 through June 1, 2017	\$350,000 annually

Section 6: **Prepayment.** The parties agree that the Board may repay the entire amount of the loan prior to the expiration of the term with no penalty for such early repayment.

Section 7: **Termination and Default.** This Agreement may only be terminated by written mutual consent of the parties.

Section 9: **Modification.** This Agreement may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual agreement of the parties in writing. Any such alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

Section 10: **Waiver.** No provision of this Agreement may be waived except in writing by the party waving compliance. No waiver of any provision of this Agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

Section 11: **Entire Agreement.** This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this agreement, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

Section 12: **Compliance with Applicable Law.** The Parties shall comply with all federal, state and local laws and ordinances applicable to the Agreement, including, without limitation, applicable requirement of federal and state civil rights and rehabilitation statutes, rules and regulations.

Section 13: **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the right and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

Section 14: **Construction of Contract.** This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by this Agreement, the applicable rules of contract construction and evidence shall apply.

IN WITNESS WHEREOF, the execution of which having been first duly authorized according to law.

City of Oregon City

South Fork Water Board

PDX_DOCS:450496.1

05/13/10 10:47 AM



COMMISSION REPORT: CITY OF OREGON CITY

TO:	Honorable Mayor and City Commission
FROM:	Nancy Kraushaar, City Engineer and Public Works Director
PRESENTER:	Nancy Kraushaar, City Engineer and Public Works Director
SUBJECT:	Oregon City Municipal Stormwater Permit; New Permit (Draft) Requirements and New Elements
Agenda Heading: General Business	
Approved by: David Frasher, City Manager	

RECOMMENDED ACTION (Motion):

No action is requested at this meeting. The Commission will be given a presentation to update them on the City's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit.

BACKGROUND:

The City Commission received an introductory presentation on the City's NPDES MS4 permit at their April 13, 2010 meeting. That presentation included information about the history of the permit, the existing stormwater program, stormwater management activities performed by Oregon City Public Works that are regulated by the permit, and related information such as best management practices (BMPs), total maximum daily loads (TMDLs), and water quality monitoring.

That presentation was intended to provide background for further discussion about our MS4 permit renewal. The Oregon Department of Environmental Quality (DEQ) has issued a draft of the new permit.

Tonight the City Commission will be updated on the new permit, including the following components of our previous permit that have added requirements:

1. Illicit discharges detection and elimination program
2. Industrial and commercial facilities
3. Construction site runoff
4. Post-construction site runoff
5. Public education and public involvement
6. Operations and maintenance
7. Monitoring

The Commission will also be informed about the following new components which have been added to the permit:

1. Hydromodification assessment (new requirement)
2. Retrofit evaluation (new requirement)
3. Waste load allocation (WLA) attainment evaluation (new requirement)
4. Documentation of adaptive management process

The City has always made a firm commitment to improving regional water quality and permit compliance. It is important for the City Commission to be well-informed about the new requirements that must be undertaken and will likely result in additional financial and staffing demands.

BUDGET IMPACT:

FY(s):

Funding Source:

ATTACHMENTS:

Oregon City Commissioners Meeting on the City's Municipal Stormwater Permit

Krista Reininga
Brown and Caldwell Consultants
May 19th, 2010



Acronyms:

BMP – Best Management Practice

MEP – Maximum Extent Practicable

MS4 – Municipal Separate Storm Sewer System

NPDES – National Pollutant Discharge Elimination System

SWMP – Stormwater Management Plan

TMDL – Total Maximum Daily Load

WLA – Waste Load Allocation

Agenda – Oregon City’s Existing MS4 Permit Program and New Requirements

■ Schedule A – Controls and Limitations

1. Illicit Discharge Detection and Elimination
2. Industrial and Commercial Facilities
3. Construction Site Runoff
4. Education and Outreach
5. Public Involvement and Participation
6. Post-Construction Site Runoff
7. Pollution Prevention for Municipal Operations
8. Structural Stormwater Control Operation and Maintenance Activities
9. **New Element** – Hydromodification Assessment
10. **New Element** – Stormwater Retrofit Strategy Development

Agenda – Oregon City's Existing MS4 Permit Program and New Requirements

- Schedule B – Monitoring and Reporting Requirements
- Schedule C – Compliance Conditions and Dates
- Schedule D – Special Conditions
 1. **New Element** – TMDL Waste Load Allocation Attainment Evaluation
 2. **New Element** – Adaptive Management Process

Schedule A -

1. Illicit Discharges Detection and Elimination

Oregon City's Existing Program

- ☒ Conduct dry weather field screening.
- ☒ Implement spill response activities.
- ☒ Control infiltration and cross-connections from the sanitary system.
- ☒ Respond to public complaints.

New Additional Requirements

- ☐ Describe enforcement response procedures.
- ☐ Develop standard operating procedures with pollutant screening levels.
- ☐ More stringent requirements regarding when samples should be analyzed in a lab.
- ☐ Maintain and update maps of major MS4 outfalls.



	\$	Staff	CIP	Training
IDDE	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>

Schedule A -

2. Industrial and Commercial Facilities

Oregon City's Existing Program

- ☒ Respond to customer complaints.
- ☒ Planning to pursue implementation of a business inspection program (currently unfunded).

New Additional Requirements

- ☐ Develop a program (and standard operating procedures) to screen existing and new industrial facilities to assess whether they need an industrial stormwater permit and notify DEQ.



	\$	Staff	CIP	Training
Industrial/ Commercial		○		○

Schedule A –

3. Construction Site Runoff Control

Oregon City's Existing Program

- ☒ Require erosion control permits for developments greater than 1,000 ft².
- ☒ Review and approve erosion control plans.
- ☒ Conduct site inspections (minimum of 2 inspections per site).
- ☒ Conduct enforcement (issue notices of non-compliance).

New Additional Requirements

- ☐ In addition to sediment, ensure program addresses waste that may cause impacts to water quality such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste.



	\$	Staff	CIP	Training
Construction		<input type="radio"/>		<input type="radio"/>

Schedule A -

4. Education and Outreach

Oregon City's Existing Program

- ☒ Provide public education and outreach materials.
- ☒ Conduct staff training for pest management.
- ☒ Conduct staff training for spill response.
- ☒ Provide education to construction site operators.
- ☒ Participate in intergovernmental coordination efforts.
- ☒ Sponsor volunteer catch basin stenciling.
- ☒ Offer discounts on erosion control permits to contractors obtaining erosion control certification.
- ☒ Provide funding for Regional Coalition of Clean Rivers and Streams.

New Additional Requirements

- ☐ Conduct survey or assessment to “quantify” changes in behavior resulting from public education.
- ☐ Provide education regarding maintenance of private water quality facilities.
- ☐ Train municipal employees involved with MS4 related activities.

	\$	Staff	CIP	Training
Education	<input type="radio"/>	<input type="radio"/>		<input checked="" type="radio"/>

Schedule A -


5. Public Involvement and Participation

Oregon City's Existing Program

- ☒ Public comment has been solicited on the City's SWMP and TMDL benchmarks.

New Additional Requirements

- ☐ Adopt a public participation approach.

	\$	Staff	CIP	Training
Public Involvement				

Schedule A –

6. Post-Construction Site Runoff

Oregon City's Existing Program

- ☒ Implement municipal development codes and stormwater design standards to address water quality.
- ☒ Conduct plan reviews.
- ☒ Conduct site inspections.

New Additional Requirements

- ☐ Optimize on-site retention.
- ☐ Minimize runoff volumes.
- ☐ Prioritize low-impact development practices.
- ☐ Revise the design standards codes and manual related to design storms, stormwater runoff approaches, and BMP implementation.
- ☐ Implement a program for off-site mitigation for construction activities that can not meet the new post-construction requirements.



	\$	Staff	CIP	Training
Post-Construction		●		●

Schedule A -

7. Pollution Prevention for Municipal Operations

Oregon City's Existing Program

- ☒ Pipe system cleaning and maintenance.
- ☒ Catch basin cleaning and maintenance (33% per year).
- ☒ Street sweeping three times per year.
- ☒ Implement a cross-connection abatement program.

New Additional Requirements

- ☐ Develop and implement a program to control the use and application of pesticides, herbicides and fertilizers on municipally-owned properties.
- ☐ Implement a program to control the release of materials related to fire-fighting training and activities.



	\$	Staff	CIP	Training
Pollution Prevention		<input type="radio"/>		<input checked="" type="radio"/>

Schedule A –

8. Structural Stormwater Control Operation and Maintenance Activities

Oregon City's Existing Program

- ☒ Public water quality facility inspection, cleaning and maintenance.

New Additional Requirements

- ☐ Conduct mapping of public water quality facilities.
- ☐ Implement maintenance program for private water quality facilities.
 - Inventory and mapping
 - Inspections
 - Maintenance agreements
 - Enforcement



	\$	Staff	CIP	Training
O&M		●		●

Schedule A - New Permit Element

Hydromodification Assessment

- Collect and maintain relevant data and information.
- Develop strategies to address data gaps.
- Identify strategies and priorities for preventing and reducing hydromodification impacts.
- Identify or develop approaches and tools to address hydromodification.



	\$	Staff	CIP	Training
Hydro-modification	●	●	●	

Schedule A - New Permit Element

Retrofit Assessment

Develop a plan to identify and prioritize retrofits of the existing system to address water quality.

- Identify high priority retrofit areas.
- Identify preferred retrofit measures (e.g., rain gardens, swales, etc.)
- Develop a retrofit priority list.
- Develop a timeline and cost estimate for retrofit implementation.

	\$	Staff	CIP	Training
Retrofits	●	●	●	

Schedule B - Monitoring and Reporting

Oregon City's Existing Program

- ✓ Participating in a regional comprehensive monitoring program with other Clackamas County co-permittees.
- ✓ Instream Sampling – Oregon City collects samples from 6 of the 23 regional sites.
- ✓ Outfall Sampling – Oregon City collects samples from 2 of the regional 11 sites.



New Additional Requirements

- ☐ Conduct flow composite sampling or provide rationale for other sampling methods.
- ☐ Report on runoff flow rates.
- ☐ Conduct pesticide monitoring.

	\$	Staff	CIP	Training
Monitoring	<input type="radio"/>	<input type="radio"/>		

Schedule D - New Permit Element

TMDL Waste Load Allocation (WLA) Attainment Evaluation

- Develop a general estimate of management practices and associated costs needed to achieve TMDL WLAs.
- Clarify the ability and feasibility of attaining WLAs based on environmental, technological, and socio-economic factors.

	\$	Staff	CIP	Training
TMDL	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

































Schedule D - New Permit Element

Document the City's Adaptive Management Process

- Submit a description of the process for conducting adaptive management during the permit term.

	\$	Staff	CIP	Training
Adaptive Management	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>

Summary

Permit Requirement	\$	Staff	CIP	Training
IDDE				
Industrial/Commercial				
Construction Site Runoff				
Education and Outreach				
Public Involvement				
Post-Construction				
Pollution Prevention				
O&M				
Hydromodification Assessment				
Retrofit Evaluation				
Monitoring				
TMDL Evaluation				
Adaptive Management				

Questions?

Oregon City Commissioners Meeting on the City's Municipal Stormwater Permit

Krista Reininga
Brown and Caldwell Consultants
May 19th, 2010



Acronyms:

BMP – Best Management Practice

MEP – Maximum Extent Practicable

MS4 – Municipal Separate Storm Sewer System

NPDES – National Pollutant Discharge Elimination System

SWMP – Stormwater Management Plan

TMDL – Total Maximum Daily Load

WLA – Waste Load Allocation

Agenda – Oregon City’s Existing MS4 Permit Program and New Requirements

■ Schedule A – Controls and Limitations

1. Illicit Discharge Detection and Elimination
2. Industrial and Commercial Facilities
3. Construction Site Runoff
4. Education and Outreach
5. Public Involvement and Participation
6. Post-Construction Site Runoff
7. Pollution Prevention for Municipal Operations
8. Structural Stormwater Control Operation and Maintenance Activities
9. **New Element** – Hydromodification Assessment
10. **New Element** – Stormwater Retrofit Strategy Development

Agenda – Oregon City's Existing MS4 Permit Program and New Requirements

- Schedule B – Monitoring and Reporting Requirements
- Schedule C – Compliance Conditions and Dates
- Schedule D – Special Conditions
 1. New Element – TMDL Waste Load Allocation Attainment Evaluation
 2. New Element – Adaptive Management Process

Schedule A -

1. Illicit Discharges Detection and Elimination

Oregon City's Existing Program

- ☒ Conduct dry weather field screening.
- ☒ Implement spill response activities.
- ☒ Control infiltration and cross-connections from the sanitary system.
- ☒ Respond to public complaints.

New Additional Requirements

- ☐ Describe enforcement response procedures.
- ☐ Develop standard operating procedures with pollutant screening levels.
- ☐ More stringent requirements regarding when samples should be analyzed in a lab.
- ☐ Maintain and update maps of major MS4 outfalls.



	\$	Staff	CIP	Training
IDDE	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>

Schedule A -

2. Industrial and Commercial Facilities

Oregon City's Existing Program

- ☑ Respond to customer complaints.
- ☑ Planning to pursue implementation of a business inspection program (currently unfunded).

New Additional Requirements

- ☐ Develop a program (and standard operating procedures) to screen existing and new industrial facilities to assess whether they need an industrial stormwater permit and notify DEQ.



	\$	Staff	CIP	Training
Industrial/ Commercial		○		○

Schedule A –

3. Construction Site Runoff Control

Oregon City's Existing Program

- ✓ Require erosion control permits for developments greater than 1,000 ft².
- ✓ Review and approve erosion control plans.
- ✓ Conduct site inspections (minimum of 2 inspections per site).
- ✓ Conduct enforcement (issue notices of non-compliance).

New Additional Requirements

- In addition to sediment, ensure program addresses waste that may cause impacts to water quality such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste.



	\$	Staff	CIP	Training
Construction		○		○

Schedule A -

4. Education and Outreach

Oregon City's Existing Program

- ☒ Provide public education and outreach materials.
- ☒ Conduct staff training for pest management.
- ☒ Conduct staff training for spill response.
- ☒ Provide education to construction site operators.
- ☒ Participate in intergovernmental coordination efforts.
- ☒ Sponsor volunteer catch basin stenciling.
- ☒ Offer discounts on erosion control permits to contractors obtaining erosion control certification.
- ☒ Provide funding for Regional Coalition of Clean Rivers and Streams.

New Additional Requirements

- ☐ Conduct survey or assessment to “quantify” changes in behavior resulting from public education.
- ☐ Provide education regarding maintenance of private water quality facilities.
- ☐ Train municipal employees involved with MS4 related activities.

	\$	Staff	CIP	Training
Education	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Schedule A -


5. Public Involvement and Participation

Oregon City's Existing Program

- ☒ Public comment has been solicited on the City's SWMP and TMDL benchmarks.

New Additional Requirements

- ☐ Adopt a public participation approach.

	\$	Staff	CIP	Training
Public Involvement				

Schedule A –

6. Post-Construction Site Runoff

Oregon City's Existing Program

- ☒ Implement municipal development codes and stormwater design standards to address water quality.
- ☒ Conduct plan reviews.
- ☒ Conduct site inspections.

New Additional Requirements

- ☐ Optimize on-site retention.
- ☐ Minimize runoff volumes.
- ☐ Prioritize low-impact development practices.
- ☐ Revise the design standards codes and manual related to design storms, stormwater runoff approaches, and BMP implementation.
- ☐ Implement a program for off-site mitigation for construction activities that can not meet the new post-construction requirements.



	\$	Staff	CIP	Training
Post-Construction		●		●

Schedule A -

7. Pollution Prevention for Municipal Operations

Oregon City's Existing Program

- ☒ Pipe system cleaning and maintenance.
- ☒ Catch basin cleaning and maintenance (33% per year).
- ☒ Street sweeping three times per year.
- ☒ Implement a cross-connection abatement program.

New Additional Requirements

- ☐ Develop and implement a program to control the use and application of pesticides, herbicides and fertilizers on municipally-owned properties.
- ☐ Implement a program to control the release of materials related to fire-fighting training and activities.



	\$	Staff	CIP	Training
Pollution Prevention		<input type="radio"/>		<input checked="" type="radio"/>

Schedule A –

8. Structural Stormwater Control Operation and Maintenance Activities

Oregon City's Existing Program

- ☒ Public water quality facility inspection, cleaning and maintenance.

New Additional Requirements

- ☐ Conduct mapping of public water quality facilities.
- ☐ Implement maintenance program for private water quality facilities.
 - Inventory and mapping
 - Inspections
 - Maintenance agreements
 - Enforcement



	\$	Staff	CIP	Training
O&M		●		●

Schedule A - New Permit Element

Hydromodification Assessment

- Collect and maintain relevant data and information.
- Develop strategies to address data gaps.
- Identify strategies and priorities for preventing and reducing hydromodification impacts.
- Identify or develop approaches and tools to address hydromodification.



	\$	Staff	CIP	Training
Hydro-modification	●	●	●	

Schedule A - New Permit Element

Retrofit Assessment

Develop a plan to identify and prioritize retrofits of the existing system to address water quality.

- Identify high priority retrofit areas.
- Identify preferred retrofit measures (e.g., rain gardens, swales, etc.)
- Develop a retrofit priority list.
- Develop a timeline and cost estimate for retrofit implementation.

	\$	Staff	CIP	Training
Retrofits	●	●	●	

Schedule B - Monitoring and Reporting

Oregon City's Existing Program

- ✓ Participating in a regional comprehensive monitoring program with other Clackamas County co-permittees.
- ✓ Instream Sampling – Oregon City collects samples from 6 of the 23 regional sites.
- ✓ Outfall Sampling – Oregon City collects samples from 2 of the regional 11 sites.



New Additional Requirements

- ☐ Conduct flow composite sampling or provide rationale for other sampling methods.
- ☐ Report on runoff flow rates.
- ☐ Conduct pesticide monitoring.

	\$	Staff	CIP	Training
Monitoring	<input type="radio"/>	<input type="radio"/>		

Schedule D - New Permit Element

TMDL Waste Load Allocation (WLA) Attainment Evaluation

- Develop a general estimate of management practices and associated costs needed to achieve TMDL WLAs.
- Clarify the ability and feasibility of attaining WLAs based on environmental, technological, and socio-economic factors.

	\$	Staff	CIP	Training
TMDL	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

































Schedule D - New Permit Element

Document the City's Adaptive Management Process

- Submit a description of the process for conducting adaptive management during the permit term.

	\$	Staff	CIP	Training
Adaptive Management	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>

Summary

Permit Requirement	\$	Staff	CIP	Training
IDDE				
Industrial/Commercial				
Construction Site Runoff				
Education and Outreach				
Public Involvement				
Post-Construction				
Pollution Prevention				
O&M				
Hydromodification Assessment				
Retrofit Evaluation				
Monitoring				
TMDL Evaluation				
Adaptive Management				

Questions?



Agenda Item No. 7d
Meeting Date: 19 May 2010

COMMISSION REPORT: CITY OF OREGON CITY

TO:	Honorable Mayor and City Commission
FROM:	Kathy Griffin, Administrative Assistant
PRESENTER:	Nancy Kraushaar, City Engineer and Public Works Director
SUBJECT:	Deed of Dedication, Public Utility Easement, and Temporary Construction Easement at 1680 Molalla Avenue (Intersection of Beavercreek and Molalla)
Agenda Heading: General Business	
Approved by: David Frasher, City Manager	

RECOMMENDED ACTION (Motion):

Staff recommends that the City Commission adopt a motion accepting the attached Deed of Dedication, Public Utility Easement, Temporary Construction Easement, and Settlement Agreement for the property located at 1680 Molalla Avenue and authorize the Mayor and City Recorder to execute them.

BACKGROUND:

The City's Transportation System Plan was adopted through Ordinance 01-1009 in April 2001. It has since been updated through Resolutions 08-13 and 09-06. Resolution 09-06 identified one intersection capacity and operation improvements project located at the intersection of Molalla Avenue and Beavercreek Road. The project description calls for the widening of the west leg of Beavercreek Road at Molalla Avenue to accommodate a dedicated eastbound right-turn lane.

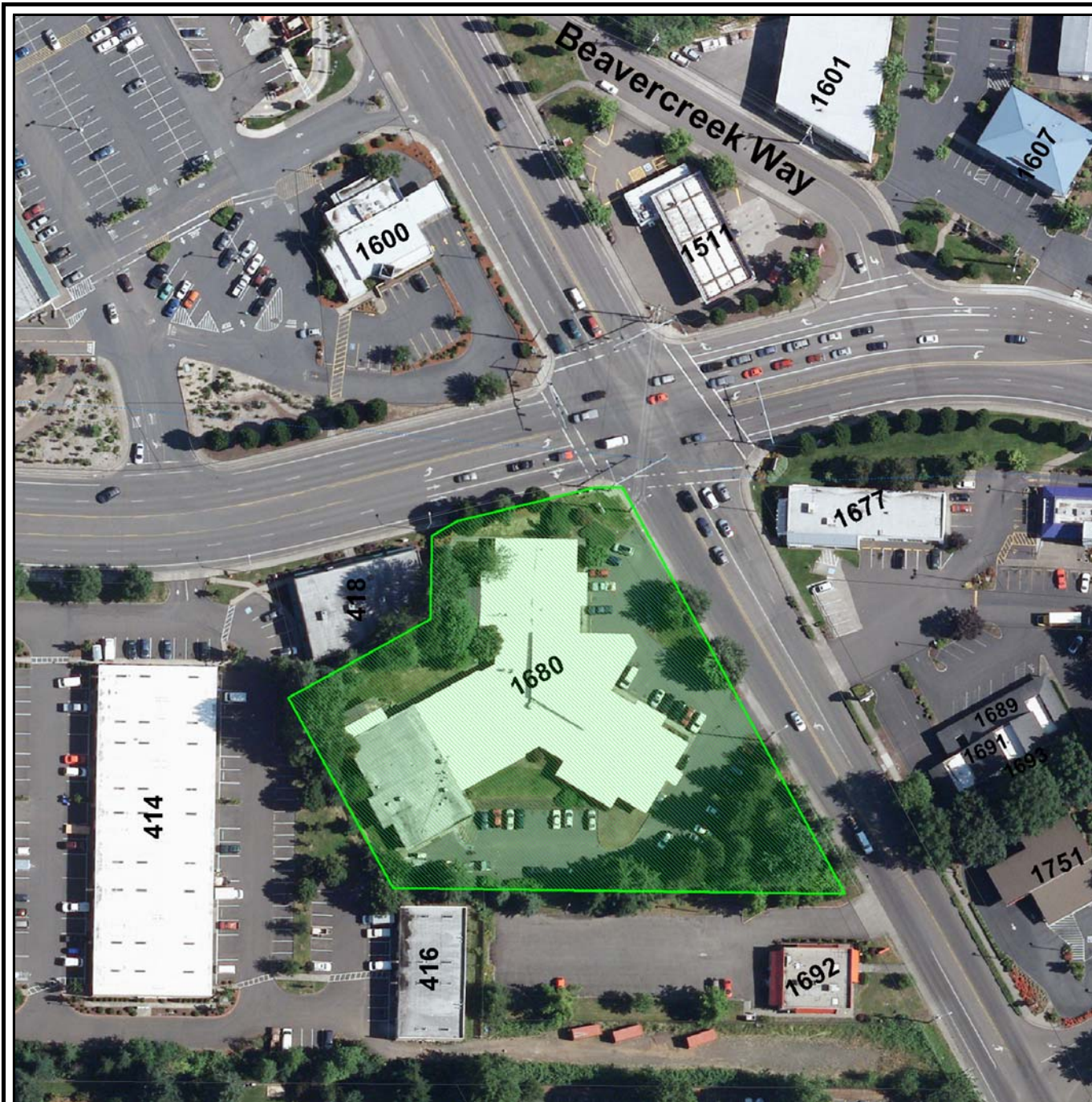
The City's engineering consultant, Wallis Engineering PLLC, is in the process of designing the intersection improvements. While this project is being designed to minimize impacts to adjacent properties, the construction of an additional lane at the west leg of the intersection requires some right-of-way acquisition from the property addressed as 1680 Molalla Avenue. The City's consultant was able to come to an agreement with the property owner over the acquisition of additional right-of-way and the dedication of property.

BUDGET IMPACT:

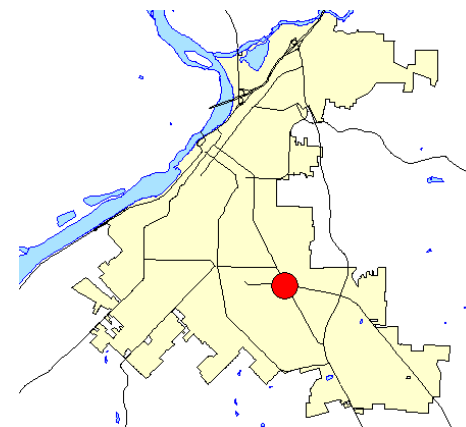
FY(s): \$37,300 - FY 09/10
Funding Source: Transportation SDC Fund

ATTACHMENTS:

Exhibit A, Site Map
Exhibit B, Public Utility Easement
Exhibit C, Deed of Dedication
Exhibit D, Temporary Construction Easement
Exhibit E, Settlement Agreement



Intersection of Molalla Avenue and Beaver Creek Road



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

This map is not suitable for survey, engineering, legal, or navigation purposes. Errors and omissions may exist.

Map created with OCEditMap 2010

05/12/2010

AFTER RECORDING RETURN TO:

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

Map No.: 3 2E 5C
Tax Lot: 301
Planning No.: N/A
Street: Beaver Creek Road

Grantor: Sierra Vista Properties Partnership

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

KNOW ALL BY THESE PRESENTS, that Sierra Vista Properties Partnership, 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 a public utility Easement on the following described land:

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

This Easement is granted for the purpose of design, construction, operation, and installation and repair or reconstruction of improvements related to the above ground and below ground traffic signal and power service equipment.

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

Uses undertaken by the GRANTOR shall not be inconsistent or interfere with the use of the subject Easement area by the CITY. No structure 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 THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$1,700.00)**, 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, except encumbrances, easements, restrictions and rights-of-way of record and those common and apparent on the land, and that GRANTOR 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 Easement 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 29th day of MARCH, 2010; 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.

NOTICE: No stamp or corporate seal is allowed over any typed information.

Individuals, general partnerships

Corporation/limited partnership

Signer's Name

Corporation/Partnership Name

Phillip G. Fogg Jr.
Signer's Name

Signer's Name, Title

(if executed by a corporation
affix corporate seal below)

Signer's Name, Title

Signer's Name, Title

NOTICE TO NOTARIES: No notary stamp or corporate seal is allowed over any typed information.

Personal Acknowledgment

STATE OF OREGON)

County of Clackamas) ss.

Personally appeared the above named

Phillip Fagg Jr.

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Christine Huston

NOTARY PUBLIC FOR OREGON

Christine Huston

Notary's signature

My Commission Expires: 2/5/12

Stamp seal below



(Grantor's Name and Address)

City of Oregon City

P.O. Box 3040

320 Warner Milne Road

Oregon City, OR 97045-0304

(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 any taxes, liens, and encumbrances.

Mayor

City Recorder

Corporate Acknowledgment

STATE OF OREGON)

County of _____) ss.

Personally appeared _____

_____ and _____
_____ who being duly sworn,
each for himself and not one for the other did say
that the former is the _____ president and that
the latter is the _____ secretary of _____

_____, a
corporation, and that the seal affixed to the
foregoing instrument was signed and sealed in
behalf of said corporation by authority of its board
of directors; and each of them acknowledged said
instrument to be its voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

Notary's signature

My Commission Expires: _____

Stamp seal below

EXHIBIT A




Sheet 2 of 3

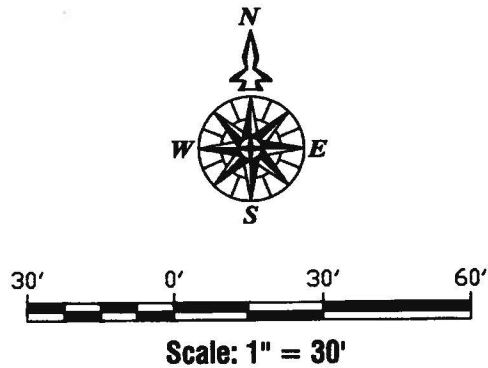
PUBLIC UTILITY EASEMENT:

A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO SIERRA VISTA PROPERTY PARTNERSHIP RECORDED AS DOCUMENT NUMBER 94-97970, CLACKAMAS COUNTY DEED RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL 4, PARTITION PLAT NO. 1999-116, CLACKAMAS COUNTY PLAT RECORDS; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF BEAVERCREEK ROAD (43.00 FEET FROM CENTERLINE) NORTH 76°18'58" EAST 106.94 FEET TO A BRASS SCREW WITH A WASHER STAMPED "ZTEC LS 1944" AT AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE SOUTH 65°45'13" EAST 22.09 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "ZTEC LS 1944" ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF MOLALLA AVENUE (46.01 FEET FROM CENTERLINE); THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 31°32'48" EAST 12.91 FEET; THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE NORTH 73°24'31" WEST 38.22 FEET; THENCE SOUTH 76°16'58" WEST 11.02 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 13°41'02" EAST 6.50 FEET; THENCE SOUTH 76°18'58" WEST 13.55 FEET; THENCE NORTH 13°41'02" WEST 6.50 FEET; THENCE NORTH 76°18'58" EAST 13.55 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 88 SQUARE FEET, MORE OR LESS.

-  **TEMPORARY CONSTRUCTION EASEMENT, 559 SQUARE FEET**
-  **RIGHT-OF-WAY DEDICATION 1,047 SQUARE FEET**
-  **PUBLIC UTILITY EASEMENT 88 SQUARE FEET**



**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

[Signature]

**OREGON
JULY 14, 1978
DON DEVLAMINCK
1634**

DATE OF SIGNATURE: *2/19/09*
EXPIRES 12/31/2008

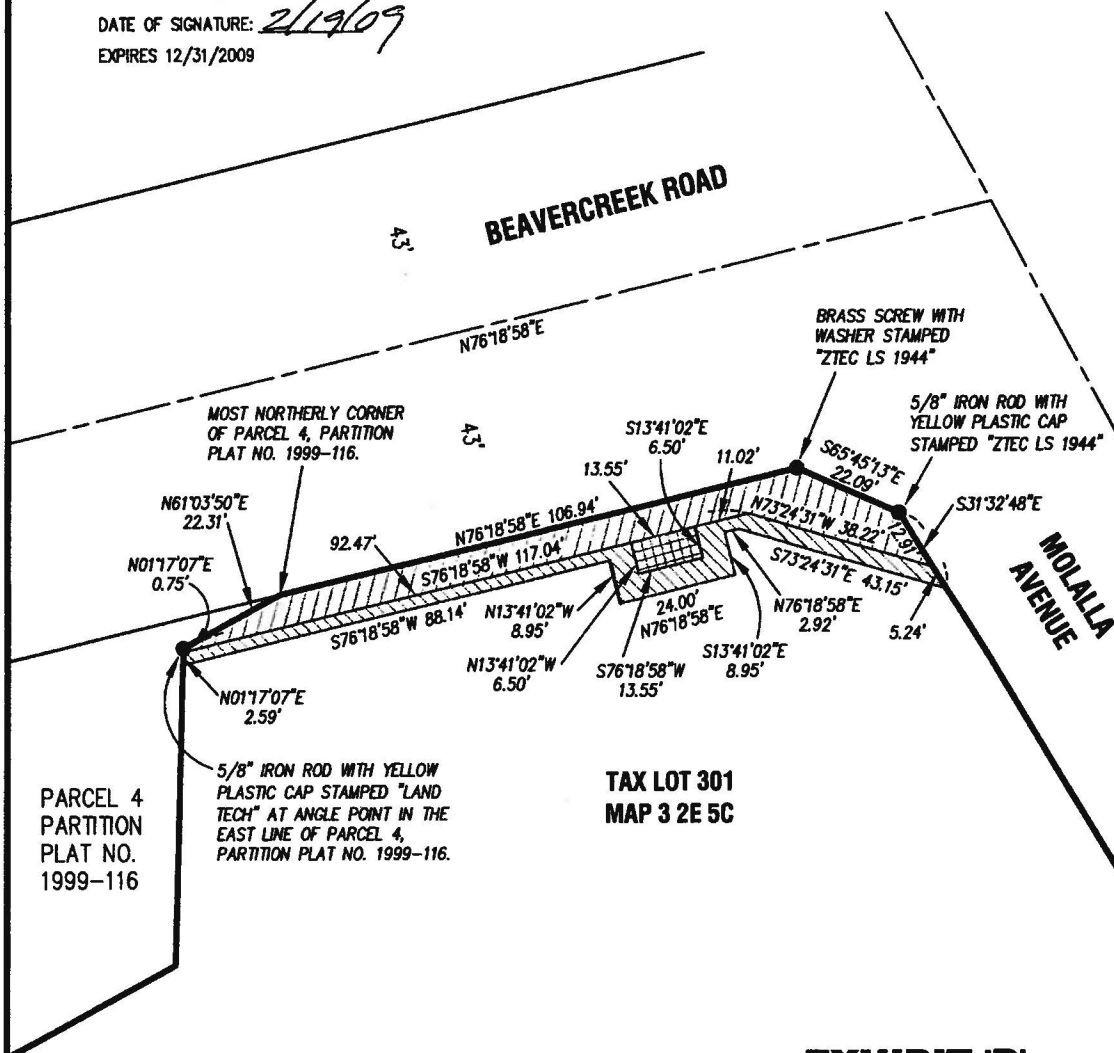


EXHIBIT 'B'



COMPASS ENGINEERING

ENGINEERING SURVEYING PLANNING
4106 S.E. INTERNATIONAL WAY, SUITE 501 (503) 653-9093 PHONE
MILWAUKEE, OREGON 97222 WWW.COMPASS-ENGINEERING.COM

**SIERRA VISTA PROPERTY PARTNERSHIP
1680 MOLALLA AVENUE
OREGON CITY, OREGON 97045**

AFTER RECORDING RETURN TO:

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

Map No.: 3 2E 5C
Tax Lot No.: 301
Planning No.: N/A
Street: Beaver Creek Road

Grantor: Sierra Vista Properties Partnership

DEED OF DEDICATION

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

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

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

The true consideration of this conveyance is **THIRTY THREE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$33,450.00)**, the receipt of which is hereby acknowledged by GRANTOR.

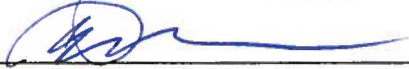
And the GRANTOR above named hereby covenants to and with the CITY, and the CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above named premises, free from all encumbrances (no exceptions) and that GRANTOR shall warrant and forever defend the said premises 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 29th day of MARCH, 2010; the partnership has caused its name to be signed and seal affixed by its duly authorized partners.

NOTICE: No stamp or corporate seal is allowed over any typed information.

Individuals, general partnerships



Signer's Name



Signer's Name

(if executed by a corporation
affix corporate seal below)

Corporation/limited partnership

Corporation/Partnership Name

Signer's Name, Title

Signer's Name, Title

Signer's Name, Title

NOTICE TO NOTARIES: No notary stamp or corporate seal is allowed over any typed information.

Personal Acknowledgment

STATE OF OREGON)
County of Clackamas) ss.

Personally appeared the above named

Philip Fogg Jr.
and acknowledged the foregoing instrument to be
his voluntary act and deed.

Before me: Christine Huston

NOTARY PUBLIC FOR OREGON

My Commission Expires: 2/5/12

[Signature]

Notary's signature

My Commission Expires: 2/5/12

Stamp seal below



(Grantor's Name and Address)

City of Oregon City

P.O. Box 3040

320 Warner Milne Road

Oregon City, OR 97045-0304

(Grantee's Name and Address)

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

Mayor

City Recorder

Corporate Acknowledgment

STATE OF OREGON)
County of _____) ss.

Personally appeared _____

and _____
who being duly sworn, each for himself and not one
for the other did say that the former is the _____
president and that the latter is the _____
secretary of _____

_____, a corporation, and that the seal
affixed to the foregoing instrument was signed and
sealed in behalf of said corporation by authority of
its board of directors; and each of them
acknowledged said instrument to be its voluntary
act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

Notary's signature

My Commission Expires: _____

Stamp seal below

EXHIBIT A
Sheet 1 of 3

PROJECT: Beaver Creek Road

LOCATION: TAX LOT 301 3 2E 5C

PROPERTY OWNER:
Sierra Vista Property Partnership
1680 Molalla Avenue
Oregon City, Oregon 97045




PREPARED BY:
Compass Engineering
4105 SE International Way, Suite 501
Milwaukie, Oregon 97222
(503) 653-9093

DEDICATION:

A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO SIERRA VISTA PROPERTY PARTNERSHIP RECORDED AS DOCUMENT NUMBER 94-97970, CLACKAMAS COUNTY DEED RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 4, PARTITION PLAT NO. 1999-116, CLACKAMAS COUNTY PLAT RECORDS; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF BEAVERCREEK ROAD (43.00 FEET FROM CENTERLINE) NORTH 76°18'58" EAST 106.94 FEET TO A BRASS SCREW WITH A WASHER STAMPED "ZTEC LS 1944" AT AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE SOUTH 65°45'13" EAST 22.09 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "ZTEC LS 1944" ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF MOLALLA AVENUE (46.01 FEET FROM CENTERLINE); THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 31°32'48" EAST 12.91 FEET; THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE NORTH 73°24'31" WEST 38.22 FEET; THENCE SOUTH 76°16'58" WEST 117.04 FEET TO THE EASTERLY LINE OF THE AFOREMENTIONED PARCEL 4; THENCE ALONG SAID EASTERLY LINE NORTH 01°17'07" EAST 0.75 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LAND TECH" AT AN ANGLE POINT IN SAID EASTERLY LINE; THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 61°03'50" EAST 22.31 FEET TO THE POINT OF BEGINNING.

CONTAINS 1047 SQUARE FEET, MORE OR LESS.

-  **TEMPORARY CONSTRUCTION EASEMENT, 559 SQUARE FEET**
-  **RIGHT-OF-WAY DEDICATION 1,047 SQUARE FEET**
-  **PUBLIC UTILITY EASEMENT 88 SQUARE FEET**



Scale: 1" = 30'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 14, 1978
DON DEVLAMINCK
1694

DATE OF SIGNATURE: *2/19/09*
EXPIRES 12/31/2009

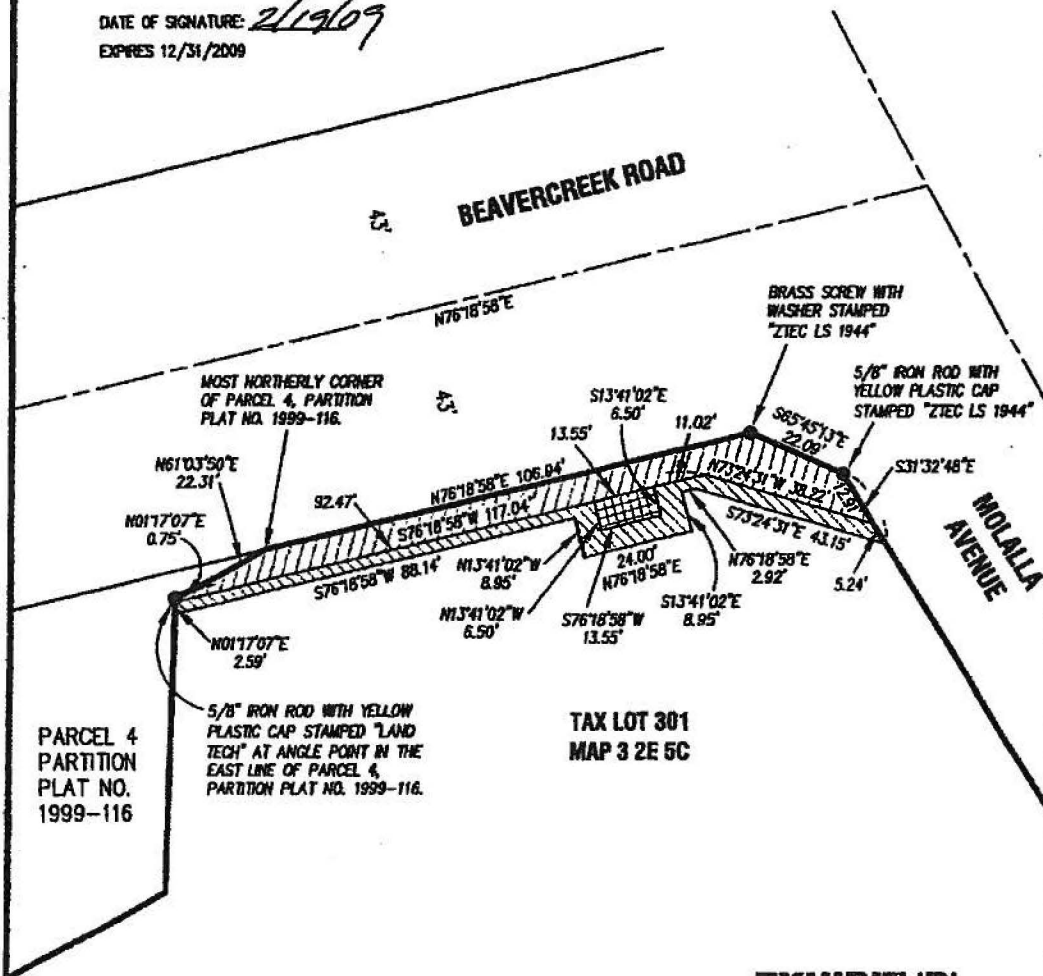


EXHIBIT 'B'



COMPASS ENGINEERING

ENGINEERING SURVEYING PLANNING
4105 S.E. INTERNATIONAL WAY, SUITE 501 (503) 653-6993 PHONE
MILWAUKEE, OREGON 97222 WWW.COMPASS-ENGINEERING.COM

SIERRA VISTA PROPERTY PARTNERSHIP
1680 MOLALLA AVENUE
OREGON CITY, OREGON 97045

Map No.: 3 2E 5C
Tax Lot No.: 301
Planning No.: N/A
Street: Beavercreek Road

Grantor: Sierra Vista Properties Partnership

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT is entered into this 29th day of MARCH, 2010 by and between, property owner Sierra Vista Properties Partnership, (hereafter referred to as "Grantor") and the City of Oregon City, a Municipal Corporation of the State of Oregon (hereafter referred to as "Grantee").

RECITALS

1. Grantor is the owner of certain real property located in the City of Oregon City, Clackamas County, Oregon, legal descriptions on Exhibit "A", and illustrated on Exhibit "B", attached hereto (hereafter referred to as "Easement Area(s)").
2. Grantor desires to grant to Grantee, for good and valuable consideration a temporary, non-exclusive easement over, under, and across the Easement Area(s), together with the right to go upon said Easement Area(s) for the purpose of constructing a new right turn lane, concrete curb and sidewalk, and associated traffic signal equipment on Beavercreek Road at Mollala Avenue.
3. This TEMPORARY CONSTRUCTION EASEMENT is intended to allow the City of Oregon City, or its assigns to undertake construction and all other activities that the Grantee deems necessary and appurtenant to the above noted activities in conjunction with the Beavercreek Road at Mollala Avenue Right Turn Lane project.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties, it is agreed as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee a non-exclusive temporary easement over, under, and across the Easement Area(s), together with the right to go upon said Easement Area(s) for the purpose of constructing a new right turn lane, concrete curb and sidewalk, and associated traffic signal equipment on Beavercreek Road at Mollala Avenue.
2. Upon completion of the construction, the Grantee shall restore the surface of the property to its original condition.
3. **Term of Easement.** This TEMPORARY CONSTRUCTION EASEMENT shall be temporary and shall become effective on the date the City of Oregon City issues notice to proceed to the contractor for construction of the Beavercreek Road Right Turn Lane project and shall terminate when construction on the property is completed or when the City of Oregon City has made final acceptance of the project or by December 31, 2013, whichever is earlier.

The true consideration for this conveyance is **EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$850.00)**, the receipt of which is hereby acknowledged by GRANTOR.

This TEMPORARY CONSTRUCTION EASEMENT has been executed as of the date and year first written above.

GRANTOR:

NOTICE: *No stamp or corporate seal is allowed over any typed information.*

Individuals, general partnerships

Corporation/limited partnership

Signer's Name

Corporation/Partnership Name

Signer's Name

Signer's Name, Title

(if executed by a corporation
affix corporate seal below)

Signer's Name, Title

Signer's Name, Title

NOTICE TO NOTARIES: No notary stamp or corporate seal is allowed over any typed information.

Personal Acknowledgment

STATE OF OREGON)

County of Clackamas) ss.

Personally appeared the above named

Phillip Fogg Jr.

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Christine Huston

NOTARY PUBLIC FOR OREGON

WITNESS my hand and official seal.

Christine Huston

Notary's signature

My Commission Expires: 2/5/12

Stamp seal below



(Grantor's Name and Address)

City of Oregon City
320 Warner Milne Road
P.O. Box 3040
Oregon City, OR 97045-0304
(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 any taxes, liens, and encumbrances.

Mayor

City Recorder

Corporate Acknowledgment

STATE OF OREGON)

County of _____) ss.

Personally appeared _____

_____ and _____
_____ who being duly sworn,
each for himself and not one for the other did say
that the former is the _____ president and that
the latter is the _____ secretary of _____

_____ a corporation,
and that the seal affixed to the foregoing instrument
was signed and sealed in behalf of said corporation
by authority of its board of directors; and each of
them acknowledged said instrument to be its
voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

WITNESS my hand and official seal.

Notary's signature

My Commission Expires: _____

Stamp seal below

EXHIBIT A
Sheet 3 of 3

TEMPORARY CONSTRUCTION EASEMENT:

A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO SIERRA VISTA PROPERTY PARTNERSHIP RECORDED AS DOCUMENT NUMBER 94-97970, CLACKAMAS COUNTY DEED RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL 4, PARTITION PLAT NO. 1999-116, CLACKAMAS COUNTY PLAT RECORDS; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF BEAVERCREEK ROAD (43.00 FEET FROM CENTERLINE) NORTH 76°18'58" EAST 106.94 FEET TO A BRASS SCREW WITH A WASHER STAMPED "ZTEC LS 1944" AT AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE SOUTH 65°45'13" EAST 22.09 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "ZTEC LS 1944" ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF MOLALLA AVENUE (46.01 FEET FROM CENTERLINE); THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 31°32'48" EAST 12.91 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE NORTH 73°24'31" WEST 38.22 FEET; THENCE SOUTH 76°18'58" WEST 11.02 FEET; THENCE SOUTH 13°41'02" EAST 6.50 FEET; THENCE SOUTH 76°18'58" WEST 13.55 FEET; THENCE NORTH 13°41'02" WEST 6.50 FEET; THENCE SOUTH 76°18'58" WEST 92.47 FEET TO THE EASTERLY LINE OF THE AFOREMENTIONED PARCEL 4; THENCE ALONG SAID EASTERLY LINE SOUTH 01°17'07" WEST 2.59 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 76°18'58" EAST 88.14 FEET; THENCE SOUTH 13°41'02" EAST 8.95 FEET; THENCE NORTH 76°18'58" EAST 24.00 FEET; THENCE NORTH 13°41'02" WEST 8.95 FEET; THENCE NORTH 76°18'58" EAST 2.92 FEET; THENCE SOUTH 73°24'31" EAST 43.15 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF MOLALLA AVENUE; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE NORTH 31°32'48" WEST 5.24 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 559 SQUARE FEET, MORE OR LESS.



DATE OF SIGNATURE: 2/19/09
VALID UNTIL 12/31/2009



Scale: 1" = 30'

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

OREGON
JULY 14, 1978
DON DEVLAMINCK
1634

DATE OF SIGNATURE:
EXPIRES 12/31/2009

BEAVERCREEK ROAD

BRASS SCREW WITH
WASHER STAMPED
"ZTEC LS 1944"

5/8" IRON ROD WITH
YELLOW PLASTIC CAP
STAMPED "ZTEC LS 1944"

**MOST NORTHERLY CORNER
OF PARCEL 4, PARTITION
FLAT NO. 1999-116.**

N61°03'50"E
22.31'

MO17707E
Q75

NO17707E
2.59'

PARCEL 4
PARTITION
PLAT NO.
1999-116

5/8" IRON ROD WITH YELLOW
PLASTIC CAP STAMPED "LAND
TECH" AT ANGLE POINT IN THE
EAST LINE OF PARCEL 4,
PARTITION PLAT NO. 1999-116.

TAX LOT 301
MAP 3 2E 5C

**MOLALLA
AVENUE**

EXHIBIT 'B'



COMPASS ENGINEERING

ENGINEERING SURVEYING PLANNING
4105 S.E. INTERNATIONAL WAY, SUITE 501 (503) 653-0093 PHONE
MILWAUKEE, OREGON 97222 WWW.COMPASS-ENGINEERING.COM

**SIERRA VISTA PROPERTY PARTNERSHIP
1680 MOLALLA AVENUE
OREGON CITY, OREGON 97045**

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement is entered into by and among the following parties (hereinafter, the "Parties"):

- 1.1. City of Oregon City (City)
- 1.2. Sierra Vista Properties Partnership (Sierra Vista)

II. ADDITIONAL DEFINITIONS

- 2.1 "Agreement" means this Settlement inclusive of all terms, conditions, attachments, and exhibits.
- 2.2 "Property" means that property which is located 1680 Molalla Road, Road, legally described as Map No 3 2E SC, tax lot 301 in the City of Oregon City.
- 2.3 "Roadway Project" means the Beaver Creek Right Turn Lane Project.

III. RECITALS

- 3.1 As part of the Roadway Project, the City is exercising its eminent domain authority to acquire property from Sierra Vista that is necessary for the Roadway Project.
- 3.2 The Roadway Project requires three acquisitions from Sierra Vista, a temporary construction easement, a public utility easement, and a fee acquisition.
- 3.3 A copy of the deed and easement agreements which are being entered into by the parties concurrently therewith and their legal descriptions are attached hereto and incorporated herein by reference.

IV. AGREEMENT

- 4.1 The City agrees to place in the construction plans for the project an obligation of the contractor to use good faith in the operation of the temporary construction easement so as to provide minimal disruption to the business operations on site.
- 4.2 Sierra Vista hereby relinquishes all rights and title in any existing improvements within the acquisition areas.
- 4.3 It is the obligation of the City or its assigns and contractors to provide for the removal of any existing improvements, including, but not limited to, signs, fences and sidewalks, within the acquisition areas and to be responsible for any costs associated with said removal.
- 4.4 As a part of the Roadway Project, the City or its assigns and contractors will be responsible for replacing the sidewalk and relocating fences impacted by the project. Sierra Vista will be provided the sum total of \$1,300.00 for reinstalling the sign and will be responsible for said installation.

- 4.5 The City acknowledges that the acquisition may create a violation of existing setback ordinances for the building, parking, signage and landscaping and agrees that the eminent domain acquisition does not trigger any violations of existing improvements. Sierra Vista upon signature of the deed hereby relinquishes all rights and title in any existing improvements left within the acquisition area.
- 4.6 The City of Oregon City agrees to be responsible for any damage which may arise from its activity defined above subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution Article XI, Section 7, to the extent of liability arising out of the negligence of the City. The City shall not be required to indemnify or defend the Grantor for any liability arising out of the wrongful acts of employees or agents of the Grantor.

V. MISCELLANEOUS PROVISIONS

- 5.1 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each of the Party's successors in interest. This Agreement is not executed for the benefit of any third party beneficiaries and no alleged third party beneficiaries shall have any rights or claims hereunder.
- 5.2 Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement shall not be changed in any respect except by a writing executed by authorized representatives of the parties.
- 5.3 Applicable Law. This Agreement shall be governed, construed, and interpreted according to the substantive laws of the State of Oregon.
- 5.4 Neutral Interpretation. This Agreement constitutes the product of negotiations of the Parties, and any enforcement will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship.
- 5.6 Counterparts. This Agreement may be executed in counterparts and each counterpart shall be considered an original.

5.7 Authority. The signatories hereto warrant and represent that they have the authority on behalf of each individual Party to this Agreement to enter into a settlement containing the terms and conditions set forth in this Agreement

City of Oregon City

By: _____

Title: _____

Dated: _____

State of Oregon)
) ss
County of _____)

On this _____ day of _____, 2010, personally appeared before me _____ who stated that (s)he is the _____ of, the City of Oregon City, a municipal corporation, and that the instrument was signed on behalf of the said corporation by authority of its _____ and acknowledged said instrument to be its voluntary act and deed Before me:

Notary Public for Oregon

Sierra Vista Properties Partnership

By: _____

Title: GENERAL PARTNER

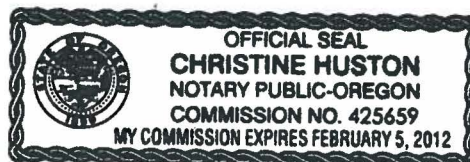
Dated: 3-29-10

State of Oregon)
) ss
County of Clackamas)

On this 29 day of MARCH, 2010, personally appeared before me Philip Fogarty who stated that (s)he is the general partner of Sierra Vista Properties Partnership _____, an Oregon general partnership, and that the instrument was signed on behalf of the said partnership by authority of its partners and acknowledged said instrument to be its voluntary act and deed Before me:

Notary Public for Oregon

Settlement Agreement



Page 3 of 3



Agenda Item No. 7e
Meeting Date: 19 May 2010

COMMISSION REPORT: CITY OF OREGON CITY

TO:	Honorable Mayor and City Commission
FROM:	David Frasher, City Manager
PRESENTER:	Teri Bankhead, Assistant to the City Manager
SUBJECT:	Visitor Center at the End of the Oregon Trail Site Update
Agenda Heading: General Business	
Approved by: David Frasher, City Manager	

RECOMMENDED ACTION (Motion):

BACKGROUND:

Staff will provide an update on whether the Chamber of Commerce is in agreement to rent space from the City at the visitor center located at the End of the Oregon Trail site and to contract with Clackamas County for providing a pass-through funding mechanism and assistance to the visitor services at the site.

BUDGET IMPACT:

FY(s):

Funding Source:

ATTACHMENTS:

**CITY OF OREGON CITY
CITY COMMISSION
MEETING MINUTES**

May 5, 2010

1. [Convene Regular Meeting of May 5, 2010, and Roll Call](#)

Roll Call: Mayor Alice Norris; Commissioner Doug Neeley; Commissioner Rocky Smith, Jr.; Commissioner James Nicita; and Commissioner Daphne Wuest.

Staff Present: David Frasher, City Manager; Bill Kabeiseman, City Attorney; Nancy Kraushaar, City Engineer and Public Works Director; Scott Archer, Community Services Director; David Wimmer, Finance Director; Nancy Ide, City Recorder; Jim Loeffler, Human Resources Director; Mike Conrad, Police Chief and Public Safety Director; Maureen Cole, Library Director; Tony Konkol, Community Development Director; Dan Drentlaw, Economic Development Manager; and Teri Bankhead, Assistant to the City Manager.

Mayor Norris called the meeting to order at 7:00 p.m.

2. [Flag Salute](#)

3. [Ceremonies, Proclamations, Presentations](#)

a. [Proclamation for Law Enforcement Week -May 9th -15th, 2010](#)

Mayor Norris read the proclamation proclaiming the week of May 9-15, 2010 as Law Enforcement Week and May 15 as Law Enforcement Memorial Day.

b. [Proclamation as May, 2010 as National Preservation Month](#)

Mayor Norris read the proclamation proclaiming May 2010 as National Preservation Month.

c. [The Ruth Powers Annual Historic Preservation Award](#)

Jon McLoughlin, Chair of the Historic Review Board, explained who Ruth Powers was and how she had spent most of her life dedicated to preservation. The Historic Review Board had agreed unanimously on the nomination.

Mayor Norris announced that Marge and Rolla Harding were the recipients of this year's award for their 15 years of volunteer curator work at the Ermatinger House. She presented them with an award certificate.

Commissioner Smith expressed his appreciation for all of the work the Hardings had done in the last 15 years.

4. [Citizen Comments](#)

Serena Stahly of Oregon City said on April 23, a house went into foreclosure in her neighborhood and the residents abandoned their cats. She had called several places for assistance, and there was no one to help. This was a community issue because cats carried diseases and she was using her own money to feed and neuter them. Mayor Norris encouraged the viewing community to step forward with assistance.

5. **Adoption of the Agenda**

The agenda was adopted as presented.

6. **Public Hearings**

a. **Continuance of 6-month Review of Development Code Amendments, L 08-01**

Pete Walter, Associate Planner, said the Planning Commission and City Commission held a Work Session on April 13 to review the Code revisions. He discussed the outstanding issues regarding tree protection, Archaeological Sensitivity Map, and definition of membrane structures.

Tony Konkol, Community Development Director, explained currently the removal of trees was regulated with the land use application and staff could draft additional landscaping requirements, but it would increase the number of residential inspections and there would need to be a start date and threshold. Tree mitigation was part of a subdivision requirement and street trees were required in subdivisions. Regarding contact with Native American tribes, staff asked for time to build relationships with the tribes. He suggested it be a policy, but not in the Code. The Archaeological Sensitivity Map would not identify exact locations, and with the new requirements to contact SHPO, CIS, and the tribes, he did not think the map would be worth the money. He discussed changes to the Flood Management Overlay District and Geologic Hazards Overlay which would be brought back to the June 2 meeting for consideration.

Commissioner Nicita discussed the consultation of the tribes and he thought there were other tribes that might have interest in Oregon City even though the reservation might not be in the northwest of Oregon. He wanted to be as inclusive as possible. He also suggested inquiring about the Clark County Sensitivity Map and how it was used.

Commissioner Neeley wanted diversity and quality in the landscaping. Mr. Konkol said it would be difficult to enforce and might need to be an ongoing discussion. Commissioner Neeley also clarified how landslide areas and steep slopes would be taken into account when looking at development.

Commissioner Wuest suggested the Archaeologic Sensitivity Map be deferred to Clackamas County. She also suggested not requiring landscaping for both front and back yards, but for front yards only. Mr. Frasher suggested staff look at alternatives for the landscaping that were simple for developers to comply with, for the City to enforce, and at the most reasonable cost.

Mayor Norris said they needed to decide the priorities for Code Enforcement and make sure they did not prohibit waterless landscaping. She also thought some of the regulations needed to be phased in and was not sure about the goal of the Archaeological Sensitivity Map.

The Commission consensus was to consult with CIS as far as archaeological sensitive areas for the tribes.

Commissioner Nicita did not think the City should go through CIS because CIS did not have the knowledge needed. He thought the goal was to protect the resources and to cultivate relationships with Native Americans. He also did not think the County should pick this project up.

Mayor Norris opened the public hearing.

Marjorie Hughes of Oregon City said she was speaking for the home builders and developers. She was concerned about requirements that would add cost to developments. She cautioned trying to decide what property owners should plant in their yards. She thought the City should start with making the street tree requirements work as the trees were not maintained and were all the same trees.

Paul Edgar of Oregon City said the spiritual aspects of the land were important to Native Americans, not necessarily what was in the ground. He thought the City should make a map of where the settlements were and to get a better understanding of places that held spiritual importance.

Mayor Norris closed the public hearing.

Mr. Konkol said these standards were written for the minimum threshold and the landscaping improvements were already being made. He explained the history of street trees and how the regulations had changed.

The Commission consensus in regard to tree protection was removal of dead trees and looking at private property land use review Code revisions. Regarding landscaping, the Commission directed staff to look at other cities and bring back Code language. Regarding membrane structures, adding metal was acceptable. There would be more discussion about Native American issues and process for consultation.

Commissioner Nicita requested that staff familiarize themselves with National Register Bulletin 38.

Motion by Commissioner James Nicita, second by Commissioner Rocky Smith, Jr. to continue L 08-01, six month review of Development Code Amendments, to June 2, 2010.

A roll call was taken and the motion passed with Mayor Alice Norris, Commissioner Doug Neeley, Commissioner Rocky Smith, Jr., Commissioner James Nicita, and Commissioner Daphne Wuest voting aye. [5:0:0]

7. **General Business**

a. **[Sales Contract for Purchase of Eastham School for Permanent Home of the Oregon City Public Library](#)**

Commissioner Smith excused himself from the discussion as he was an employee of the Oregon City School District.

Maureen Cole, Library Director, announced the book sale on May 7-8. She submitted into the record a copy of the revised sales agreement for the purchase of Eastham School. She reviewed the sales agreement and explained the changes.

Bill Kabeiseman, City Attorney, said the School District provided a Trust Deed that transferred the

property to the City and there were some changes that needed to be made. He recommended that if the Commission approved it, staff would go to the school district to make the changes.

Motion by Commissioner Doug Neeley, second by Commissioner Daphne Wuest, to approve the sales contract for purchase of Eastham School for a permanent home of the Oregon City Public Library subject to the condition that the Trust Deed issues be resolved to the City's satisfaction.

A roll call was taken and the motion passed with Mayor Alice Norris, Commissioner Doug Neeley, and Commissioner Daphne Wuest voting aye and Commissioner James Nicita voting no and Commissioner Rocky Smith, Jr. abstained. [3:1:1]

William Gifford of Oregon City wanted to make sure there were no limitations on receiving lease money within the Library District. With the cost of Phase 1 and 2 for the remodel of the school, it would be the same cost as starting from scratch. He was supportive of getting a permanent library, but he thought this was the wrong location. He sent an email in March outlining the issues, and he had not received a response. He was surprised that the City would pay the asking price without a counter offer or second appraisal. He thought they should get a second appraisal before proceeding.

Commissioner Nicita said he was not in favor of the price of this purchase and would be voting no.

Mayor Norris discussed the advantages that offset the cost of the purchase.

Commissioner Neeley said he supported the motion because they could make good public use of the property, although he did not think the location was an appropriate one for a library.

Commissioner Wuest said she was in support because it enabled them to keep a community center, they could reuse the building, and it might spur investment in the neighborhood.

e. **Pavement Maintenance Utility Program Annual Report**

John Lewis, Operations Manager, said when the Pavement Maintenance Utility Fee was adopted in May 2008, there was a requirement for an annual report. The rate was \$4.50 per month for the first year and \$6 per month for the second year. Jim Burch, Streets Supervisor, discussed preventative maintenance, what was being done in-house by the Public Works Department and its accomplishments. Mr. Lewis discussed the pavement inspections and 2010 pavement condition analysis. He also discussed the streets that were proposed for improvements in the future.

William Gifford, secretary of the Citizen Involvement Council, thanked the Public Works Department for their work. He suggested going to the neighborhood associations before a project to discuss the schedules and how the associations could help prevent damage to the new pavement.

d. **Update on SIZ- Strategic Investment Zones**

Dan Drentlaw, Economic Development Manager, said the Commission had a Work Session in April regarding Strategic Investment Zones. Staff was looking for direction if the City wanted to participate and what the Community Service Fee should be.

Renate Mengelberg with Clackamas County Business and Economic Development discussed the options for the Community Service Fee. The County held a workshop with the taxing districts in

urban and rural areas for feedback. The fire and school districts preferred dividing the funds with all the districts.

Mayor Norris suggested taking this topic to the May Commission Work Session for further discussion.

Commissioner Smith had concerns about how the zone could affect schools, police, and fire services. Ms. Mengelberg said this large of an investment would increase the revenues that came to Urban Renewal Districts faster, implement projects faster, and shorten the length of the district.

Mr. Frasher would discuss the zone further with Ms. Mengelberg so he could make a staff recommendation.

b. [Second Reading, Ordinance No. 10-1004, Authorizing the Vacation of a Westerly Portion of Main Street Located South of Agnes Avenue -City File No. SV10-0001](#)

Motion by Commissioner Doug Neeley, second by Commissioner Rocky Smith, Jr. to approve the second reading of Ordinance No. 10-1004, authorizing the vacation of a westerly portion of Main Street located south of Agnes Avenue.

A roll call was taken and the motion passed with Mayor Alice Norris, Commissioner Doug Neeley, Commissioner Rocky Smith, Jr., Commissioner James Nicita, and Commissioner Daphne Wuest voting aye. [5:0:0]

c. [Clackamas River Dredging Project - Schedule and Funding for Bidding and Construction Phase](#)

Nancy Kraushaar, City Engineer and Public Works Director, said the Clackamas County contribution for funding the construction phase of the Clackamas River Dredging Project was uncertain at this time. She reminded the Commission of the reasons for doing the project. The money would need to come from City funds other than stormwater SDC's. There was also uncertainty about the sheriff moving out of the Cove. Staff recommended postponing the project. There was \$125,000 already allocated toward the project, but the cost was projected to be at least double. They would also have to re-engage the stakeholders.

Commissioner Neeley asked if the permit could be pulled if the project was not done. He did not think they needed to go through another public involvement program. He wanted to move forward with this.

Mayor Norris said to re-engage the stakeholders would be to help put pressure on partners for funding. She was willing to look in the General Fund for the money.

Commissioner Nicita suggested a Work Session to discuss the bigger picture and getting a hydraulic and hydrologic study of the lower Clackamas River.

Motion by Commissioner James Nicita, second by Commissioner Rocky Smith, Jr. to defer the Clackamas River Dredging Project until 2011 and concurrently ask staff to organize a Work Session to discuss where the City stood with the dredging permit and discuss hydraulic and hydrologic modeling of the Clackamas River with relevant stakeholders.

A roll call was taken and the motion passed with Mayor Alice Norris, Commissioner Doug Neeley, Commissioner Rocky Smith, Jr., Commissioner James Nicita, and Commissioner Daphne Wuest voting aye. [5:0:0]

Commissioner Neeley suggested adding to the motion that the \$125,000 already allocated in the budget for this project be carried over. Commissioners Nicita and Smith agreed to add the language to the motion.

8. [Consent Agenda](#)
 - a. **Minutes of the April 13, 2010 Joint Work Session with the Planning Commission**
 - b. **Minutes of the April 13, 2010 Work Session**
 - c. **Minutes of the April 21, 2010 Regular Meeting**

Motion by Commissioner Daphne Wuest, second by Commissioner Rocky Smith, Jr. to approve the consent agenda as presented.

A roll call was taken and the motion passed with Mayor Alice Norris, Commissioner Doug Neeley, Commissioner Rocky Smith, Jr., Commissioner James Nicita, and Commissioner Daphne Wuest voting aye. [5:0:0]

9. **Communications**
 - a. [City Manager](#)
 1. **Report on Payment of Fees for Snack Shack Design Permit**
 2. **Update on Sportcraft Boat Ramp Replacement Project**

David Frasher, City Manager, distributed a memo regarding the City's interpretation of an ordinance regarding background checks for elected officials. He also gave an update on the arch bridge project.

Mr. Konkol said at the last Commission meeting there was a request from the Oregon City High School baseball team for waiver of the fees for a minor site plan and design review. In reviewing the Code, the Commission did not have the ability to waive a land use fee for a land use application. The money would need to be transferred from a fund and paid to address the fee. The City had received a purchase order from the school to pay for the application, but the school still wanted to bring this request forward.

Commissioner Smith advised the baseball team to go to the Optimist Club for a donation.

Denise Kai, Assistant to the Parks and Recreation Director, gave an update on the sportcraft boat ramp replacement project.

Mr. Kabeiseman said the Court of Appeals issued an opinion on the challenge to the City stormwater system affirming DEQ's issuance of the permit.

b. Mayor

1. Mayoral Appointment of Scott Failmezger to the Transportation Advisory Committee for the Term May 5, 2010 to December 31, 2012.

Mayor Norris appointed Scott Failmezger to the Transportation Advisory Committee for the term May 5, 2010 to December 31, 2012.

c. Commissioners

Commissioner Neeley attended an MPAC meeting regarding the process for the establishment of urban and rural reserves. There had also been discussion regarding who would be responsible for developing concept plans.

Commissioner Smith announced that May 14-16 was the Pioneer Family Festival.

Commissioner Nicita discussed the Court of Appeals decision and how it emasculated the State water quality statute.

10. Adjournment

Mayor Norris adjourned the meeting at 10:46 p.m.

Respectfully submitted,

Nancy Ide, City Recorder



Agenda Item No. 8b
Meeting Date: 19 May 2010

COMMISSION REPORT: CITY OF OREGON CITY

TO:	Honorable Mayor and City Commission
FROM:	Nancy Ide, City Recorder
PRESENTER:	Nancy Ide, City Recorder
SUBJECT:	Resolution No. 10-10, Eligibility to Receive State Shared Revenue
Agenda Heading: Consent Agenda	
Approved by: David Frasher, City Manager	

RECOMMENDED ACTION (Motion):

Staff recommends the City Commission approve proposed Resolution No. 10-10 certifying the City's eligibility to receive state-shared revenues.

BACKGROUND:

The State Controller's Division of the Department of Administrative Services is responsible for certification of eligibility of cities for state-shared revenues derived from cigarette, liquor, and highway taxes under ORS 221.760.

The law provides that cities located within a county having more than 100,000 inhabitants, according to the most recent decennial census (2000), must provide four or more of the following municipal services to be eligible to receive the revenues.

- Police protection
- Fire protection
- Street construction, maintenance, and lighting
- Sanitary sewers
- Storm sewers
- Planning, zoning, and subdivision control
- One or more utility services

In order to gain this certification, the Department of Administrative Services needs this approved resolution from the City Commission, which states that four or more of these services are being provided, not later than June 30, 2010.

BUDGET IMPACT:

FY(s):

Funding Source:

ATTACHMENTS:

Resolution No. 10-10

RESOLUTION NO. 10-10

A RESOLUTION ESTABLISHING ELIGIBILITY TO RECEIVE STATE-SHARED REVENUES

WHEREAS, ORS. 221.760 provides as follows:

Section 1. The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

1. Police protection
2. Fire protection
3. Street construction, maintenance, and lighting
4. Sanitary sewer
5. Storm sewers
6. Planning, zoning, and subdivision control
7. One or more utility services

and,

WHEREAS, city officials recognize the desirability of assisting the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760.

NOW, THEREFORE, BE IT RESOLVED, that the City of Oregon City hereby certifies that it provides the following four or more municipal services enumerated in Section 1, ORS 221.760:

1. Police protection
2. Street construction, maintenance, and lighting
3. Sanitary sewer
4. Storm sewers
5. Planning, zoning, and subdivision control
6. One or more utility services

Adopted, signed and approved this 19th day of May 2010.

ALICE NORRIS, Mayor

Attested to this _____ day of _____ 2010 Approved as to legal sufficiency:

Nancy Ide, City Recorder

City Attorney



Agenda Item No. 8c
Meeting Date: 19 May 2010

COMMISSION REPORT: CITY OF OREGON CITY

TO:	Honorable Mayor and City Commission
FROM:	Mike Conrad, Police Chief and Public Safety Director
PRESENTER:	Mike Conrad, Police Chief and Public Safety Director
SUBJECT:	TriMet Officer
Agenda Heading: Consent Agenda	
Approved by: David Frasher, City Manager	

RECOMMENDED ACTION (Motion):

The City of Oregon City, Portland, and TriMet should enter into an Agreement, with respect to the Transit Police Division.

BACKGROUND:

The City of Portland and TriMet have Intergovernmental Agreements with numerous Portland Metropolitan police agencies to provide police officers to patrol the TriMet Transportation District. TriMet reimburses the police agencies the full salary and benefit costs of the officers assigned to TriMet as well as an additional 5% to cover the agencies' administrative costs. The IGA is in effect from July 1, 2010 through June 30, 2011 and will automatically renew for consecutive one year terms through June 30, 2014 unless otherwise terminated. Oregon City's participation will ensure the immediate dedication of additional resources to address transit related problems including drug related activity, gangs, and domestic violence. With the expectation that light rail will eventually have a terminal in Oregon City, establishing a relationship with TriMet will help Oregon City be better prepared to address the issues that other cities have faced when light rail arrives. If the City Commission agrees to Oregon City's partnership with Portland, TriMet and other Metro Police agencies to provide a police officer, then the IGA will be added to the Consent Agenda for the May 19, 2010 meeting of the City Commission.

BUDGET IMPACT:

FY(s): FY(s): \$122,000
Funding Source: TriMet
Funding Source:

ATTACHMENTS:

IGA

**INTERGOVERNMENTAL AGREEMENT
AMONG THE TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON, THE CITY OF PORTLAND AND CITY OF OREGON CITY FOR
TRANSIT POLICE SERVICES**

Contract No. 10-0831

This Agreement is entered into among the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), the City of Portland (Portland) and the City of Oregon City, pursuant to authority granted in ORS Chapter 190.

RECITAL

TriMet, Portland and the City of Oregon City ("the parties") desire to enter into an Agreement with respect to Transit Police Division services including but not limited to deployment strategy, priority of services and administrative procedures.

AGREEMENT

The parties agree as follows:

1. TERM: The initial term of this Agreement shall be from July 1, 2010 through June 30, 2011. Thereafter, this Agreement will automatically renew for successive one-year terms through June 30, 2014, unless terminated sooner under the terms of this Agreement.
2. RESPONSIBILITIES OF PARTIES: See attached Exhibits 1 through 3.
2. TERMINATION:
 - a. Any party may terminate this Agreement for its convenience and without penalty by giving the other parties thirty (30) days written notice of its intention to terminate.
 - b. If TriMet is unable to appropriate sufficient funds to pay the City of Oregon City for their services under this Agreement, TriMet must notify the City of Oregon City and Portland and this Agreement shall automatically terminate as of the end of the last fiscal year for which such appropriations are available.
 - c. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend, indemnify and hold harmless any other jurisdiction.
4. INDEMNIFICATION:

Portland and the City of Oregon City will be responsible for the work of the officers assigned to the TriMet Transit Police Division.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City of Oregon City shall indemnify, defend and hold harmless TriMet and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of the City of Oregon City, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, TriMet shall indemnify, defend, and hold harmless the City of Oregon City and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of TriMet, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend, and hold harmless the City of Oregon City and TriMet from and against all liability, loss, and costs arising out of or resulting from the acts of Portland, its officers, employees, and agents in the performance of this Agreement.

5. **INSURANCE:** Each party shall be responsible for providing workers' compensation insurance for their respective employees, as required by law, and may elect to commercially insure or self insure for any other liabilities assumed under this Agreement.
6. **ADHERENCE TO LAW:** Each party must comply with all federal, state, and local laws and ordinances applicable to this Agreement.
7. **ACCESS TO RECORDS:** Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.
8. **SUBCONTRACTOR AND ASSIGNMENT:** No party shall subcontract or assign any part of this Agreement without the written consent of the other parties.
9. **ENTIRE AGREEMENT:** This Agreement incorporates by reference and makes all of the terms and conditions of the Exhibits 1 through 3 attached hereto a part of this Agreement and constitutes the entire agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
10. **ATTORNEY FEES:** In the event a lawsuit is filed to obtain performance of any kind under this Agreement, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs, and disbursements, including attorney fees, costs, and disbursements on appeal.
11. **SEVERABILITY:** The parties agree that, if any term of this Agreement, is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.
12. **NOTICES:** The parties must send any notices, bills, invoices, reports, or other written communications required by this Agreement through the United States Mail, first-class postage paid, or personally delivered to the addresses below:

The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

CITY OF OREGON CITY
625 Center Street
Oregon City, Or. 97045

CITY OF PORTLAND
1221 SW 4TH Ave.
Portland Or. 97204

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON (TRIMET)**
4012 SE 17th Ave.
Portland, OR. 97202

David Frasher
City Manager

Sam Adams
Mayor

Shelly Lomax
Executive Director, Operations

Date

Date

Date

Lavone Griffin-Valade
Auditor

Date

Approved as to form:

Legal Counsel

Linda Meng, City Attorney

TriMet Legal Counsel

Date

Date

Date

Exhibits:

Exhibit 1 – Transit Police Division Administration & Operations

Exhibit 2 – Transit Police Division Staffing Letter

Exhibit 3 – Transit Police Division Personnel Operations

EXHIBIT 1

TRANSIT POLICE DIVISION ADMINISTRATION & OPERATIONS

1. SERVICE LEVEL

For the term of this Agreement, the City of Oregon City will provide one or more full-time officer(s) for assignment to the Transit Police Division (hereinafter Division), in such numbers and classifications as the parties mutually agree in writing, by letter among the City of Oregon City Chief of Police, the Transit Police Division Commander and TriMet's Executive Director - Operations, with such letter in the form set forth in Exhibit 2. If a vacancy of any of the agreed-upon number of officers is not filled within 90 days, the parties agree that TriMet may reassign the opening to another jurisdiction, to provide officer(s) to the Division. The City of Oregon City personnel assigned to the Division will remain employees of the City of Oregon City and will not be considered employees or agents of TriMet or the City of Portland (Portland). For purposes of this Agreement, the officer(s) assigned to the Division will be referred to as assigned to the TriMet Transit Police Division.

2. OPERATIONS

- a. Deployment Strategy and Priority for Services: The parties recognize that they have legitimate interests in the management and deployment of officers assigned to the Transit Police Division. The parties will work together to ensure:
- (1) On-Board Presence: The priority for Transit Police deployment is presence on the transit system vehicles and at transit system public facilities.
 - (2) Calls for Service: In general, response to 9-1-1 calls for transit system incidents shall be responded to by local law enforcement from the respective jurisdiction.
 - (3) Arrests: Arrests on the transit system incidents shall be by the respective Transit Police or local law enforcement that originated action on the incident.
 - (4) Law Enforcement Support: Transit Police and local law enforcement shall be responsible for law enforcement support activities for their respective primary areas of responsibility.
 - (5) Enforcement: Transit Police enforcement shall focus on TriMet ordinances, including fare enforcement, and State and City laws to help ensure the security of passengers, employees, and transit system property.
 - (6) Targeting: Transit Police deployment shall focus on identified problem areas, routes and/or transit centers/transfer points based on data relative to the greatest needs for "preventive action"; using community policing strategies whenever possible.

b. Agency Cooperation and Coordination:

- (1) The parties will work closely and continuously communicate with each other to ensure that the resources, strategies, work force deployment, and initiatives of TriMet, Portland, the City of Oregon City are coordinated and effective.
- (2) The Commander, TriMet Transit Police Division, or his/her designee, will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.
- (3) The City of Oregon City agrees to work cooperatively in an effort to increase reporting of TriMet related incidents. The City of Oregon City agrees to provide to the Division TriMet coded reports, data, and records. TriMet agrees to make available to the City of Oregon City, through the Division, particular data, reports, records, etc. that will assist in fulfilling the mission as outlined in this document.

c. Officer Seniority: Determination of officer seniority of the Transit Police Division for purposes of making shift, vacation, holiday, and overtime assignments shall be according to the attached Exhibit 3.

d. K-9 Unit Training Facility: TriMet has entered into a ground lease (hereinafter "Lease") with the Port of Portland effective September 17, 2007 for the use of certain premises (hereinafter "Premises") to house explosives storage magazines in support of TriMet's training requirements to maintain U.S. Department of Homeland Security, Transportation Security Administration ("TSA") certification for K-9 units. Certain Transit Police Division personnel as designated by TriMet and TSA will be authorized to access and utilize the Premises for purposes of TriMet's K-9 unit training in accordance with the Lease terms. The City of Oregon City agrees that the work and operations of the Division including assigned transit police personnel, with respect to activities relating to the Premises, are subject to and shall comply with all provisions and requirements of the Lease, the terms of which are incorporated into and made part of this Agreement, and specifically any obligations of TriMet as Lessee.

3. REIMBURSEMENT OF COSTS

- a. Costs: The City of Oregon City must pay the salaries, overtime, insurance, retirement, and other benefits of its respective officers serving in the TriMet Transit Police Division. The City of Oregon City shall invoice TriMet monthly for all such Division personnel. Administrative fees charged by the City of Oregon City to TriMet in connection with billings shall not exceed the sum of 5% of direct costs of salaries, overtime, insurance, retirement and other benefits paid to its personnel assigned to the Division. TriMet agrees to compensate the City of Oregon City within thirty (30) days after receiving the invoice. Invoices should be submitted to TriMet, Attn: Accounts Payable-FN4, 4012 SE 17th venue, Portland, OR 97202.

- b. Amount: Before April 1st of each year of this Agreement, the City of Oregon City must submit to TriMet a proposed annual budget for services under this contract for next fiscal year (July 1 through the following June 30). The parties will then agree on the compensation to be paid by TriMet for services to the City of Oregon City under this Agreement. If the parties cannot agree on such compensation by June 1st, any party may elect to terminate this Agreement without penalty.

EXHIBIT 2
TRANSIT POLICE DIVISION STAFFING LETTER

(on TriMet letterhead)

(date of letter)

Chief of Police
City of Oregon City
P.O. Box 3040
Oregon City, Or. 97045

RE: The City of Oregon City Police Staffing to TriMet Transit Police Division

Dear _____:

This letter is issued pursuant to the July 2010, Agreement among the Tri-County Metropolitan Transportation District of Oregon (TriMet), the City of Portland and the City of Oregon City, for TriMet Transit Police Services, as amended, to establish or change the number of police officers assigned from the City of Oregon City to the TriMet Transit Police Division.

Prior Staffing from (effective date of agreement), 2010, To-Date

- from (effective date of agreement), 2010 to (date) (specify number of officer(s))
- from (date) to (date) etc. (specify revised number of officer(s))
- from (date) to (effective date of this staffing change) etc. (specify revised number of officer(s))

Staffing from (effective date of this staffing change)

- from (effective date of this staffing change) (specify revised number of officer(s))

Any future change in the number of officers assigned from the City of Oregon City to the TriMet Transit Police Division, is subject to mutual agreement by the parties by subsequent letter in similar form.

Sincerely,

Shelly Lomax
Executive Director, Operations
TriMet

Agreed to by the City of Oregon City:

Agreed to by City of Portland:

Chief of Police

date

Transit Police Commander

date

EXHIBIT 3

TRANSIT POLICE DIVISION PERSONNEL OPERATIONS

It is the intent of this Agreement: (1) to recognize that the TriMet Transit Police Division (Division) is staffed by police officers from multiple jurisdictions, each covered by their respective collective bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and equitable manner; (2) to provide for assignment of shifts, days off, vacations and overtime by seniority; (3) to allow for the change of shift hours of operation and to re-allocated positions and days off within certain shifts to maintain an appropriate balance of field strength.

THE PARTIES AGREE THAT:

1. Current and future the City of Oregon City officers assigned to the Division will use their the City of Oregon City date of hire seniority as the means to select shifts, days off, vacations and overtime.
2. Current and future the City of Oregon City officers assigned to the Division will abide by the provisions of this Exhibit 3.
3. Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position she/he formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.
4. Subject to manpower needs and maintaining efficiency of the Division/Detail, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.
5. In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request.
6. In case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. In the event of an involuntary transfer, the Division shall accommodate the shift and/or days off preferences of transferring officers immediately, and shall not involuntarily bump any other officer for at least thirty (30) days from the time the bumped officer receives notice of the bump. The transferring officer may not use seniority to bump another officer's shift or days off until 30 days from the date of the written request.

7. For the purposes of this Agreement, the phrase "Transferring Officer" shall refer to an officer desiring to change shifts, days off or assignments, or an officer who is involuntarily transferred.
8. The Division shall prepare a form to be used by officers desiring to transfer from one shift, assignment, or day off configuration to another within the same reporting unit. For the purposes of this Agreement, this form shall be referred to as the "Transfer Request Form." The Transfer Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.
9. A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with a Division Lieutenant. If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units, the Transfer Request Form shall be filed with the officer's shift commander. The Division will forward a copy of the Transfer Request Form to the location of the anticipated transfer.
10. In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Sections 5 and 6 of this Exhibit 3 shall begin to run when the transferring officer submits the Transfer Request Form.
11. When the Division knows that an officer's preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Division shall notify the Transferred Officer as soon as possible of the fact that he or she may be bumped.
12. The Division shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Sections 5 and 6 of this Exhibit 3, if, in the Division's judgment, it is operationally sound to do so, provided that no other affected officer is bumped from his or her days off or shift who objects to the accommodation.
13. An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.
14. **Vacations.** Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Division with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.
15. **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Division, assignments shall be offered to the most senior officer. Except for an emergency, the Division shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.
 - A. Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

- B. For purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

16. **Seniority for Vacation Purposes upon Transfer.** If an officer is involuntarily transferred, the Division shall honor the officer's pre-selected vacation times, and shall not disrupt the pre-selected vacation time for other officers in the division to which the officer is involuntarily transferred. If an officer accepts a voluntary transfer, the Division shall attempt to accommodate, to the extent possible, the officer's pre-selected vacation times.

17. **Shift Overtime.** Where the overtime is not directly related to activities begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to officers in the Division. Once each eligible officer has had the opportunity to work shift overtime in a pay period, officers may once again use their seniority to work shift overtime as described above, and the seniority list shall rotate in the same fashion thereafter. The Division shall maintain a list in each reporting unit upon which officers must place their names indicating a willingness to work shift overtime. If an officer is incorrectly passed over for shift overtime, the officer shall be allowed to work a makeup overtime assignment within the next two pay periods following the discovery of the error. The officer and the Division shall mutually agree upon the makeup overtime assignment, which shall not displace another officer's already-selected overtime assignment. An officer who has been incorrectly passed over shall not be otherwise entitled to compensation for the missed overtime.

18. **Work Hours.** An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the Division's ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two [72] hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

19. **Discipline.** Discipline and discharge of City of Oregon City officers assigned to the Division will be the responsibility of the City of Oregon City and in accordance with the Collective Bargaining Agreement between the City of Oregon City and the Oregon City Police Officer's Association.

20. **Citizen Complaints.** All citizen complaints concerning the City of Oregon City officers will be referred to the City of Oregon City with the finding copied to the Commander, Transit Police Division. The City of Oregon City agrees to:

- A. Maintain a police accountability system as described at subsections (B) through (G) below.
- B. Provide an accountability system intake point to which the other participating Transit Police jurisdictions ("jurisdictions") can refer or deliver complaints about City of Oregon City (name) officers working in the Transit Police Division.
- C. Receive, review and evaluate all complaints referred or delivered by the other jurisdictions concerning its officers who work in the Transit Police Division.
- D. Deliver all complaints about an officer who works in the Transit Police Division received from citizens or generated by peace officers to the accountability system intake point of the subject officer's employing jurisdiction.

- E. Absent a conflict with ORS 181.854 (3), permit investigators from other jurisdictions to share information with their counterparts investigating or reviewing an incident involving a Transit Police Division officer.
- F. Adhere to Portland Police Bureau Transit Police Division SOP A-20 to the extent it does not conflict with the City of Oregon City labor agreement and agency procedures or directives.
- G. Conduct joint investigations when necessary and appropriate.

21. Collective Bargaining Agreement. All other terms and conditions of any current Collective Bargaining Agreement between the City of Oregon City and the Oregon City Police Officer's Association shall remain in effect as to other issues not addressed by this Exhibit 3. In the event of a conflict between such Collective Bargaining Agreement and this Exhibit 3, the provisions of such Collective Bargaining Agreement shall govern.