



City of Oregon City

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

Meeting Agenda City Commission

Dan Holladay, Mayor
Brian Shaw, Commission President
Nancy Ide, Frank O'Donnell, Renate Mengelberg

Wednesday, June 21, 2017

7:00 PM

Commission Chambers

REVISED

EXECUTIVE SESSION OF THE CITY COMMISSION

Executive Session to immediately follow the regular meeting of the City Commission, held in the Clackamas River Conference room.

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

1. Convene Regular Meeting and Roll Call

2. Flag Salute

3. Ceremonies, Proclamations

3a. [17-361](#) Proclamation for Heritage Days, June 23-24, 2017

Sponsors: Economic Development Manager Eric Underwood

Attachments: [Heritage Days Proclamation](#)

4. Citizen Comments

Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The City Commission does not generally engage in dialog with those making comments, but may refer the issue to the City Manager. Complaints shall first be addressed at the department level prior to addressing the City Commission.

5. Adoption of the Agenda

6. Public Hearings

6a. [17-340](#) Resolution No. 17-15, Declaring Oregon City's Election to Receive State Revenues

Sponsors: Finance Director Wyatt Parno

Attachments: [Staff Report](#)

[Resolution No. 17-15](#)

- 6b. [17-349](#) Resolution No. 17-16, Adopting the Budget, Making Appropriations, Imposing Taxes and Categorizing Taxes for the 2017-2019 Biennium

Sponsors: Finance Director Wyatt Parno

Attachments: [Staff Report](#)

[Resolution No. 17-16](#)

- 6c. [PC 17-071](#) Continuation Request for Annexation of 0.9 acres at 19763 S. Parrish Road (Planning File AN-16-0002)

Sponsors: Community Development Director Laura Terway

Attachments: [Staff Report](#)

[AN 16-0002 Notice](#)

[Vicinity Map](#)

7. General Business

- 7a. [17-367](#) Second Reading of Ordinance No. 17-1007, Amendments to the Oregon City Municipal Code for Accessory Buildings/Structures and Uses

Sponsors: Community Development Director Laura Terway

Attachments: [Staff Report](#)

[Ordinance No. 17-1007](#)

[Exhibit A - Amended Sections of the Oregon City Municipal Code](#)

[Exhibit B - Planning Staff Report](#)

- 7b. [17-363](#) Resolution No.17-19: Declaring an Emergency and Exempting Clackamas Fire District 1 Station 16 from Planning Division Code and Review to Allow a Temporary Fire Station at Clackamas Community College until October 1, 2018

Sponsors: Community Development Director Laura Terway

Attachments: [Staff Report](#)

[Resolution No. 17-19](#)

[Exhibit 1: Resolution 16-12](#)

[Exhibit 2: Clackamas Fire District 1 Request](#)

- 7c. [17-364](#) Resolution No. 17-18: Identification of a Planning Division Review Fee for Temporary Structures on Commercial, Multi-Family, Industrial, and Institutional Properties

Sponsors: Community Development Director Laura Terway

Attachments: [Staff Report](#)

[Resolution No. 17-18](#)

[Exhibit 1: Fee Explanation](#)

[Exhibit 2: Fee Schedule](#)

- 7d. [PC 17-072](#) Willamette Falls Legacy Project Governance Intergovernmental Agreement (IGA) with the State of Oregon, through the Oregon Parks and Recreation Department, Clackamas County, Metro, and the City of Oregon City

Sponsors: Community Development Director Laura Terway

Attachments: [Staff Report](#)

[Willamette Falls Legacy Project IGA](#)

[Redline - IGA v6 to v7](#)

[Redline - Prior IGA to Amended and Restated IGA v6](#)

8. Consent Agenda

This section allows the City Commission to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may only be discussed if it is pulled from the consent agenda.

- 8a. [17-336](#) Personal Services Agreement Amendment No. 2 with KPFF, Inc. for the 12th & Washington Street Traffic Signal Installation (CI 16-014)

Sponsors: Public Works Director John Lewis

Attachments: [Staff Report](#)

[PSA Amendment #1](#)

[PSA Amendment #2](#)

[Project Location Map](#)

- 8b. [17-355](#) Resolution No. 17-17, Supplemental Budget for the 2015-17 Biennium

Sponsors: Finance Director Wyatt Parno

Attachments: [Staff Report](#)

[Resolution No. 17-17](#)

[Budget Adjustment Summary](#)

- 8c. [17-357](#) Public Improvement Contract with Intermountain Slurry Seal, Inc. for the Asphalt Rubber Chip Seal Project

Sponsors: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Contract Agreement](#)

[City of Oregon City Chip Seal Proposal](#)

[Project Map](#)

- 8d. [17-354](#) Contract with Trench Line Excavation, Inc. for the South End Road Area Waterline Replacement Project

Sponsors: Public Works Director John Lewis

Attachments: [Staff Report](#)

[Contract](#)

[Recommendation Letter for Award](#)

[Engineering Estimate and Bid Tabulation](#)

[Project Map](#)

- 8e. [17-359](#) Management, Supervisory and Confidential Employee Salary Cost of Living Allowance (COLA) Increase FY 2017-18

Sponsors: Human Resources Director Jim Loeffler

Attachments: [Staff Report](#)

[Management Salary Schedule 2017-18 \(2%\)](#)

- 8f. [17-362](#) Personal Services Agreement (PSA) with Coraggio Group to Provide Consulting Services for the Oregon City Tourism Plan

Sponsors: Economic Development Manager Eric Underwood

Attachments: [Staff Report](#)

[Personal Services Agreement](#)

[Exhibit A - Scope of Work](#)

[Exhibit B - Standard Conditions](#)

- 8g. [17-369](#) Mayoral Appointments of Janet Mann to the Historic Review Board

Attachments: [Staff Report](#)

9. **Communications**

a. **City Manager**

b. **Commission**

c. **Mayor**

10. Adjournment

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

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

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

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

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

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

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

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

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



City of Oregon City

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

Staff Report

File Number: 17-361

Agenda Date: 6/21/2017

Status: Agenda Ready

To: City Commission

Agenda #: 3a.

From: Economic Development Manager Eric Underwood

File Type: Proclamation

SUBJECT:

Proclamation for Heritage Days, June 23-24, 2017

RECOMMENDED ACTION (Motion):

Please consider the attached Proclamation

PROCLAMATION

Whereas, Dr. John McLoughlin platted out and named Oregon City while serving as the Chief Factor of the British Fort Vancouver; and

Whereas, Dr. McLoughlin retired in Oregon City and built the McLoughlin House; and

Whereas, because of Dr. McLoughlin's pioneering efforts, he has been named the Father of Oregon by the Oregon Legislature and has provided Oregon City with a rich heritage; and

Whereas, we are celebrating the heritage of Oregon City with public access to historic sites on June 23rd and 24th so that others may learn about the Oregon City story; and

Whereas, this celebration is a proactive effort in tourism and tourism is a priority for Oregon City as well as an important economic tool.

Now, Therefore, I, Dan Holladay, Mayor of the City of Oregon City, do proclaim

June 23 - 24, 2017
as
Oregon City Heritage Days

And, urge all citizens and civic organizations to acquaint themselves with the heritage of Oregon City and to recognize the contributions of our founders in creating this historic city.

In Witness Whereof, I have hereunto set my hand this 21st day of June, 2017.

DAN HOLLADAY, Mayor



City of Oregon City

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

Staff Report

File Number: 17-340

Agenda Date: 6/21/2017

Status: Public Hearing

To: City Commission

Agenda #: 6a.

From: Finance Director Wyatt Parno

File Type: Resolution

SUBJECT:

Resolution No. 17-15, Declaring Oregon City's Election to Receive State Revenues

RECOMMENDED ACTION (Motion):

Move to adopt Resolution No. 17-15, A Resolution Declaring the City's Election to Receive State Revenues.

BACKGROUND:

Oregon City is eligible to receive approximately \$390,000 for 2017/18 and \$404,000 for 2018/19 in state revenue sharing funds (liquor tax revenue). In order to receive the revenue, the City must have levied property taxes in the preceding year, and:

1. Pass a resolution approving participation in the program and file a copy of that resolution with the State prior to July 31 each year,
2. Hold the following hearings on the use of state revenue sharing funds: a) a public hearing before the Budget Committee to discuss possible uses of the funds and b) a public hearing before the City Commission on the proposed uses of the funds in relation to the entire budget, and
3. Certify to the Oregon Department of Administrative Services no later than July 31 of each year.

BUDGET IMPACT:

FY(s): 2017/18 and 2018/19

Amount: General Fund revenue of \$794,000 over the biennium

RESOLUTION NO. 17-15

A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES

WHEREAS, ORS 221.770 provides for the apportionment of certain revenues to cities in the state of Oregon; and

WHEREAS, in order to be included in the apportionment, the city must elect to participate by enactment of a resolution and hold public hearings before the Budget Committee and the City Commission.

NOW, THEREFORE, OREGON CITY RESOLVES:

Section 1. Pursuant to ORS 221.770, the City elects to receive state revenues for fiscal years 2017/18 and 2018/19, both years of the adopted biennial budget.

Section 2. A public hearing before the Oregon City Budget Committee was held on May 1, 2017, and a public hearing before the Oregon City Commission was held on June 21, 2017, giving citizens an opportunity to comment on the use of State Revenue Sharing for both years of the biennial budget.

Section 3. This resolution shall take effect immediately upon its adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 21st day of June 2017.

DAN HOLLADAY, Mayor

Attested to this 21st day of June 2017:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney



City of Oregon City

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

Staff Report

File Number: 17-349

Agenda Date: 6/21/2017

Status: Public Hearing

To: City Commission

Agenda #: 6b.

From: Finance Director Wyatt Parno

File Type: Resolution

SUBJECT:

Resolution No. 17-16, Adopting the Budget, Making Appropriations, Imposing Taxes and Categorizing Taxes for the 2017-2019 Biennium

RECOMMENDED ACTION (Motion):

Move to adopt Resolution No. 17-16, A Resolution Adopting the Budget, Making Appropriations, Imposing Taxes and Categorizing Taxes for the 2017-2019 Biennium.

BACKGROUND:

On May 1, 2017, the Budget Committee reviewed the proposed 2017-2019 biennial budget. The Committee approved a total budget of \$190,920,229 and a General Fund operating property tax rate of \$4.4090 per \$1,000 of assessed value for both fiscal years 2017/18 and 2018/19. The approved property tax rates are below the established permanent rate of \$5.0571 per \$1,000 of assessed value.

There is one recommended change from the Approved Budget; a new College Resource Officer position has been added to the Police Department. After the budget was approved by the Budget Committee, Clackamas Community College approached the Police Department to request an officer to support campus safety. Through an intergovernmental agreement, the College will pay the City to fund the position. Oregon Budget Law provides for the Commission to make minor changes at adoption, and this change complies with those provisions. The total adopted budget will be \$191,213,129.

Following budget adoption, documentation will be filed with the Oregon Department of Revenue, Clackamas County Clerk and Clackamas County Assessor as required by Oregon Revised Statutes.

BUDGET IMPACT:

FY(s): 2017/18 - 2018/19

Funding Source: Establishes the 2017-2019 Biennial Budget

RESOLUTION NO. 17-16**A RESOLUTION ADOPTING THE BUDGET, MAKING APPROPRIATIONS,
IMPOSING TAXES AND CATEGORIZING TAXES FOR THE 2017 - 2019 BIENNIUM****ADOPTING THE BUDGET**

BE IT RESOLVED that the City Commission of the City of Oregon City, Oregon, hereby adopts the 2017-2019 Biennial Budget in the amount of \$191,213,129 now on file at City Hall at 625 Center Street, Oregon City, Oregon.

MAKING APPROPRIATIONS

BE IT FURTHER RESOLVED that the amounts for the biennium beginning July 1, 2017 and ending June 30, 2019 and for the purposes shown below are hereby appropriated:

Fund	Department/Function	Appropriation	Fund Total
GENERAL			
	Policy and Administration	\$10,856,705	
	Police	21,338,965	
	Community Services	8,979,190	
	General Government	4,496,787	
	Transfers Out	2,358,687	
	Special Payments (Pass-through)	360,000	
	Contingency	2,703,662	
	Total Appropriated		\$51,093,996
	Reserve for Future Expenditure		394,895
	Total		\$51,488,891
LIBRARY			
	Library	\$3,617,038	
	Contingency	2,065,110	
	Total		\$6,512,890
COMMUNITY DEVELOPMENT			
	Community Development	\$2,777,410	
	Special Payments (Pass-through)	1,200,000	
	Transfers Out	82,527	
	Contingency	21,021	
	Total		\$4,080,958
BUILDING OPERATIONS			
	Community Development	\$3,032,371	
	Special Payments (Pass-through)	440,000	
	Transfers Out	118,527	
	Contingency	2,225,893	
	Total Appropriated		\$5,816,791
	Reserve for Future Expenditure		425,000
	Total		\$6,241,791
ENGINEERING			
	Public Works	\$2,192,005	
	Transfers Out	109,527	
	Contingency	131,802	
	Total		\$2,433,334

Fund	Department/Function	Appropriation	Fund Total
TRANSPORTATION			
	Public Works	\$10,023,655	
	Transfers Out	360,000	
	Contingency	784,273	
	Total		\$11,167,928
WATER			
	Public Works	\$14,860,244	
	Special Payments (Pass-through)	609,000	
	Transfers Out	1,400,000	
	Contingency	2,560,401	
	Total		\$19,429,645
WASTEWATER			
	Public Works	\$8,726,450	
	Special Payments (Pass-through)	9,723,027	
	Debt Service	1,051,175	
	Transfers Out	1,280,000	
	Contingency	5,938,095	
	Total Appropriated		\$26,718,747
	Reserve for Future Expenditure		655,000
	Total		\$27,373,747
STORMWATER			
	Public Works	\$5,203,538	
	Transfers Out	810,000	
	Contingency	463,804	
	Total		\$6,477,342
SYSTEM DEVELOPMENT			
	Public Works	\$12,581,548	
	Community Services	2,866,409	
	Contingency	8,644,634	
	Total		\$24,092,591
FLEET SERVICE			
	Public Works	\$441,992	
	Contingency	24,959	
	Total		\$466,951
COMMUNITY FACILITIES			
	Public Works	\$13,431,911	
	Police	3,939,893	
	Total Appropriated		\$17,371,804
	Reserve for Future Expenditure		367,079
	Total		\$17,738,883
EQUIPMENT REPLACEMENT			
	Police	\$400,000	
	Community Services	118,000	
	Public Works	921,829	
	Community Development	25,000	
	General Government	40,000	
	Total Appropriated		\$1,504,829
	Reserve for Future Expenditure		5,157,541
	Total		\$6,662,370

Fund	Department/Function	Appropriation	Fund Total
CUSTOMER SERVICE			
	Policy and Administration	\$2,079,501	
	Transfers Out	67,927	
	Contingency	83,375	
	Total		\$2,230,803
PERS RATE DIFFERENTIAL			
	Debt Service	\$2,855,150	
	Contingency	1,959,855	
	Total		\$4,815,005
	Total Appropriations, All Funds		\$184,213,614
	Total Reserve for Future Expenditure, All Funds		6,999,515
	TOTAL ADOPTED BUDGET		\$191,213,129

IMPOSING THE TAX

BE IT FURTHER RESOLVED that ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district at the rate of \$4.4090 per \$1,000 of assessed value for 2017/2018 and at the rate of \$4.4090 per \$1,000 of assessed value for 2018/2019 for general operations.

CATEGORIZING THE TAX

BE IT FURTHER RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

	<u>2017/2018</u>	<u>2018/2019</u>
Subject to General Government Limitation:		
Permanent Rate Tax (GENERAL FUND)	\$4.4090/\$1,000	\$4.4090/\$1,000

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 21st day of June 2017.

DAN HOLLADAY, Mayor

Attested to the 21st day of June 2017:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney



City of Oregon City

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

Staff Report

File Number: PC 17-071

Agenda Date: 6/21/2017

Status: Public Hearing

To: City Commission

Agenda #: 6c.

From: Community Development Director Laura Terway

File Type: Planning Item

SUBJECT:

Continuation Request for Annexation of 0.9 acres at 19763 S. Parrish Road (Planning File AN-16-0002)

RECOMMENDED ACTION (Motion):

Staff recommends that the City Commission not take testimony and continue this item to July 5, 2017.

BACKGROUND:

Staff requests this continuance to allow additional time to prepare findings for this proposal. This is a request for annexation of one property of 0.9 acres into the city limits in order to receive city services. The property was required to annex as a result of a septic system failure and has already connected to the city sewer system. No re-zoning of the property is proposed at this time.

Pursuant to the city's Comprehensive Plan policy 14.4.4 to expedite the annexation process for properties that are required to annex as a condition of connecting to city sewer, this application does not require a recommendation from the Planning Commission.

A staff report detailing compliance of the proposal with the City's annexation code and policies will be made available one week prior to the July 5th, 2017 public hearing. The public comment period is open, though staff recommends that the City Commission not take testimony until the details about the application is presented on July 5, 2017.

**NOTICE OF HEARING
OREGON CITY, CITY COMMISSION**

NOTICE IS HEREBY GIVEN THAT AT 7:00 PM ON **WEDNESDAY, JUNE 21, 2017**, IN THE CITY HALL COMMISSION CHAMBERS FOR OREGON CITY, 625 CENTER STREET, OREGON CITY, OREGON; THERE SHALL BE A PUBLIC HEARING BY AND BEFORE THE OREGON CITY **CITY COMMISSION** ON THE EMERGENCY BOUNDARY CHANGE PROPOSAL LISTED BELOW.

INTERESTED PERSONS MAY APPEAR AT THE HEARING AND WILL BE GIVEN REASONABLE OPPORTUNITY TO BE HEARD. INTERESTED PERSONS MAY ALSO SUBMIT WRITTEN COMMENTS ON THE PROPOSAL AT OR BEFORE THE HEARING.

PROPOSAL NO. AN-16-0002 - ANNEXATION TO CITY OF OREGON CITY of territory located generally in the southwest of the City totaling one (1) property and located at 19763 S. Parrish Road and identified as Clackamas County Map 3-1E-12DC, Tax Lot 5600.

The applicant desires to provide the property with city services due to the failing septic system on the property. Annexation is required as a condition of connecting to the city sewer system. This proposal does not include a request for development approval, rezoning or change in use. The decision on annexation to the City does not authorize or prevent any specific use of land. Current county zoning and planning designations will remain on the property until the Applicant takes action to rezone the property.

Criteria for processing the annexation by the City are found in Metro Code 3.09, Oregon City Municipal Code Title 14, the Land Use chapter of the Clackamas County Comprehensive Plan, the City / County Urban Growth Management Agreement, and Sections 11 and 14 of the Oregon City Comprehensive Plan.

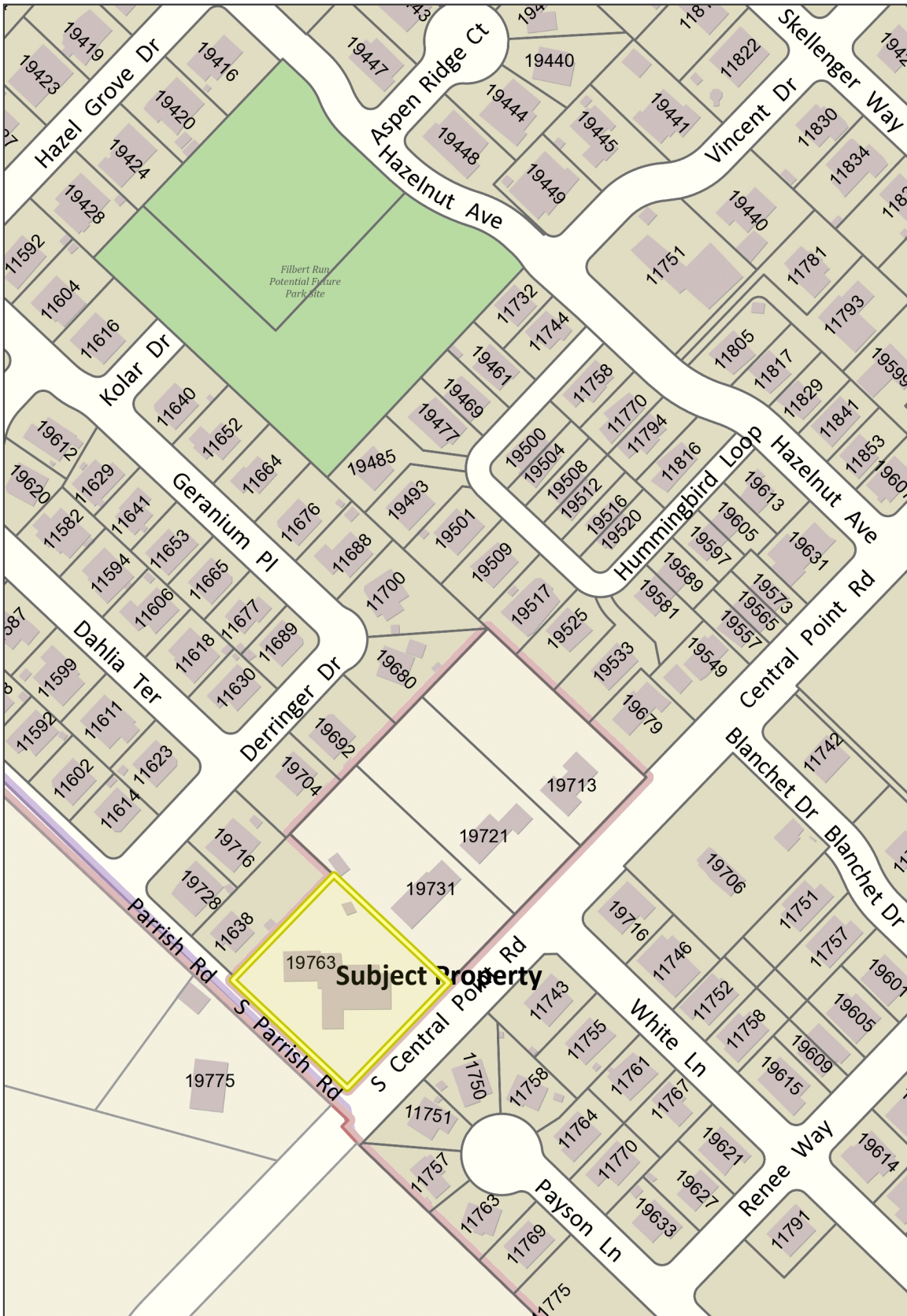
Any interested party may testify at the hearing or submit written comments on the proposals at or before the hearing. Staff report will be available one week before the hearing. Any issue, which is intended to provide a basis for an appeal, must be raised before the close of the public record. Issues must be raised and accompanied by statements or evidence sufficient to afford the City and all parties an opportunity to respond to the issue. The applications and all supporting materials and evidence submitted in support of the applications may be inspected at no charge and copies may be obtained at reasonable cost at the Oregon City Community Development Department, 221 Molalla Ave, Ste. 200, Oregon City, OR 97045.

General information and/or a copy of the staff report may be obtained by calling Pete Walter at 503.496.1568 or email at pwalter@orc.org.

May 16th, 2017

Pete Walter, AICP, Associate Planner

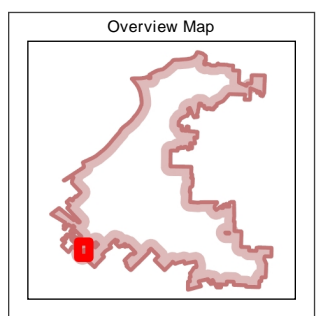
Annexation AN-16-0002



Legend

- Taxlots
- Taxlots (Outside UGB)
- Unimproved ROW
- City Limits
- UGB

Notes



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



0 200 Feet
1: 2,400

Annexation for Sewer Connection

Map created 5/16/2017

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





City of Oregon City

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

Staff Report

File Number: 17-367

Agenda Date: 6/21/2017

Status: Agenda Ready

To: City Commission

Agenda #: 7a.

From: Community Development Director Laura Terway

File Type: Ordinance

SUBJECT:

Second Reading of Ordinance No. 17-1007, Amendments to the Oregon City Municipal Code for Accessory Buildings/Structures and Uses

RECOMMENDED ACTION (Motion):

Staff recommends the City Commission approve the second reading of Ordinance No. 17-1007 to amend the Oregon City Municipal Code to allow additional opportunities for accessory buildings/structures and uses.

BACKGROUND:

The Planning Division proposed amendments to the Oregon City Municipal Code modifying the development standards for accessory buildings/structures and relocating regulations for hooved animals. The amendments were created with input from the public, City Commission, Citizen Involvement Committee, Planning Commission, and the Development Stakeholders Group and will provide greater flexibility for property owners transparency in the Oregon City Municipal Code. The amendments include the following:

1. Currently, metal sided accessory buildings in residential zones are not allowed when viable from the adjacent right-of-way and all accessory buildings 200 square feet or greater must be constructed with the same exterior building materials as the onsite dwelling(s), or an acceptable substitute. The proposed code language will allow any exterior building material, including metal, for residential accessory structures except for membrane or fabric covered storage areas or cargo containers.
2. Currently, accessory structures must comply with the setbacks of the zoning designation, though structures with a footprint less than 200 square feet in size as well as one structure with a footprint up to 600 square feet may be placed closer to the property line if the building complies with restrictions, such as a maximum height of 14 feet. The proposed code language would:
 - a. Increase the height for the reduced setback from 14 feet to 17 feet
 - b. Remove any building separation requirements for the reduction
 - c. Apply the reduced setback to the corner setback
3. The proposed code would allow accessory structures constructed prior to January 1, 2017 to remain which are located behind the front building line of a home but do not comply with the setback and height requirements, except as otherwise limited through an applicable overlay

district. Building code regulations would apply.

4. Relocate code language for hooved animals to the animal chapter of the Code.

5. Allow temporary structures within the right-of-way.

6. Allow temporary structures for commercial, industrial, mixed use, multi-family, and institutional properties.

7. Clarify standards prohibiting tarps and allowing membrane or fabric covered storage areas as temporary structures.

8. Remove code language for firework and Christmas tree sales, and instead regulate temporary structures.

The first reading of the Ordinance was approved by the City Commission on June 7, 2017 with Planning file L 17-01.

ORDINANCE NO. 17-1007

AN ORDINANCE OF THE CITY OF OREGON CITY ADOPTING AMENDMENTS TO OREGON CITY MUNICIPAL CODE CHAPTER 6.07 HOOVED ANIMALS; CHAPTER 17.04, DEFINITIONS; CHAPTER 17.54, SUPPLEMENTAL ZONING REGULATIONS AND EXCEPTIONS; AND CHAPTER 17.62, SITE PLAN AND DESIGN REVIEW

WHEREAS, the City of Oregon City Planning Division reviews and regulates the use of private and public property by applying the Oregon City Municipal Code; and

WHEREAS, the Oregon City Municipal Code contains development standards for accessory buildings/structures and accessory uses of property; and

WHEREAS, the Planning Division has written amendments to the Oregon City Municipal Code modifying the development standards for accessory buildings/structures and relocating regulations for hooved animals; and

WHEREAS, the amendments were created with input from the public, Citizen Involvement Committee, Planning Commission, Development Stakeholder Group; and

WHEREAS, the amendments will provide greater flexibility for property owners; and

WHEREAS, the amendments will result in greater transparency within the Oregon City Municipal Code; and

WHEREAS, the City's Comprehensive Plan anticipates the need for amendments from time to time, in order to maintain a balance of predictability for developers and neighborhood livability for residents.

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

Section 1. The City hereby amends the portions of the existing Oregon City Municipal Code Chapter 17.04, entitled Definitions, 17.62, entitled Site Plan and Design Review, Chapter 17.54, entitled Supplemental Zoning Regulations and Exceptions, and adopts a new Chapter 6.07, entitled Hooved Animals which are attached hereto as Exhibit 'A'.

Section 2. The Commission adopts the "Staff Report and Recommendation for Legislative File: L 17-01" that are attached hereto as Exhibit 'B' and incorporated herein to support the City's decision.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

Section 4. Effectiveness. This Ordinance shall take effect 30 days from the date of adoption.

Read for the first time at a regular meeting of the City Commission held on the 7th day of June 2017, and the City Commission finally enacted the foregoing ordinance this 21st day of June 2017.

DAN HOLLADAY, Mayor

Attested to this 21st day of June 2017:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

ATTACHMENTS:

Exhibit A – Amended Sections of the Oregon City Municipal Code

Exhibit B – Planning Staff Report

Exhibit A

AMENDMENTS TO THE OREGON CITY MUNICIPAL CODE (OCMC)

May 31, 2017

17.04.010 – Accessory Building or Accessory Structure

"Accessory building", or "accessory structure" means a detached building or structure subordinate in size and use, but located on the same lot as, a principal building.

17.04.743 - Membrane or fabric covered storage area.

A metal sided cargo container or an area covered by a tarp or fabric membrane or that is either attached to a rigid framework, natural feature or some other structure that is used for storage. It is not intended to include the weather proofing of a vehicle, boat or other individual item by a tarp or other type of covering as long as the covering is attached directly to and covers only the particular item.

17.04.177 - Cargo Container

A standardized, reusable vessel that is or appears to be: (1) originally, specifically or formerly designed for or used in the packing, shipping, movement or transportation of freight, articles, goods or commodities, or (2) designed for being mounted or moved on a rail car, or (3) designed for or capable of being mounted on a chassis or bogie for movement by truck trailer or loaded on a ship.

17.04.1271 – Temporary Structure

A temporary structure permitted in Chapter 17.62 or 17.54.010 of the Oregon City Municipal Code, excluding mobile vendors.

17.04.766 – Mobile Vendor

A vendor or seller of merchandise, food, services, etc. from a motorized or towed vehicle including a wheeled trailer capable of being towed by a vehicle.

17.62.035 - Minor site plan and design review.

This section provides for a minor site plan and design review process. Minor Site Plan Review is a Type I or Type II decision, as described in OCMC Section 17.62.035(A), subject to administrative proceedings described in OCMC Section 17.50 and may be utilized as the appropriate review process only when authorized by the community development director. The purpose of this type of review is to expedite design review standards for uses and activities that require only a minimal amount of review, typical of minor modifications and/or changes to existing uses or buildings.

A. Type I Minor Site Plan and Design Review.

1. Applicability. Type I applications involve no discretion. The Type I process is not applicable for:
 - a. Any activity which is included with or initiates actions that require Type II-IV review.
 - b. Any use which is not permitted outright, unless otherwise noted.
 - c. Any proposal in which nonconforming upgrades are required under Chapter 17.58.
 - d. Any proposal in which modifications are proposed under Section 17.62.015.
2. The following projects may be processed as a Type I application.
 - a. Addition or removal of up to two hundred square feet to a commercial, institutional, or multifamily structure in which no increases are required to off-street parking. This includes a new ancillary structure, addition to an existing structure, or new interior space (excluding new drive thru). Increases of more than two hundred square feet in a twelve-month period shall be processed as Type II.
 - b. Addition or removal of up to one thousand square feet to an industrial use in which no increases are required to off-street parking. This includes a new ancillary structure, addition to an existing structure, or new interior space (excluding ancillary retail and office). Increases of more than one thousand square feet in a twelve-month period shall be processed as Type II.
 - c. Temporary Structures, excluding mobile vendors.
 - d. Removal, replacement or addition of awnings, or architectural projections to existing structures.
 - e. Addition, modification, or relocation of refuse enclosure.
 - f. Changes to amount, location, or design of bicycle parking.
 - g. Installation of mechanical equipment.
 - h. Repaving of previously approved parking lots with no change to striping.
 - i. Replacement of exterior building materials.
 - j. Addition of windows and doors, relocation of windows and doors in which transparency levels remain unchanged, or removal of windows and doors provided minimum transparency requirements are still met.
 - k. Addition or alteration of parapets or rooflines.
 - l. Modification of building entrances.
 - m. Addition to or alteration of a legal nonconforming single or two-family dwelling.
 - n. Change to parking lot circulation or layout, excluding driveway modifications.
 - o. Removal or relocation of vehicle parking stalls provided total parking remains between approved minimum and maximum with no new reductions other than through the downtown parking district.
 - p. Adoption of shared parking agreements.
 - q. Changes to landscaping that do not require stormwater quality and quantity treatment under OCMC Chapter 13.12.
 - r. New or changes to existing pedestrian accessways, walkways or plazas.
 - s. Installation of or alterations to ADA accessibility site elements.

- t. Modification of a fence, hedge, or wall, or addition of a fence, hedge or wall at least twenty feet away from a public right-of-way.
 - u. Addition of or alterations to outdoor lighting.
- 3. Submittal requirements. A Type I application shall include:
 - a. A narrative describing the project.
 - b. Site plan drawings showing existing conditions/uses and proposed conditions/uses.
 - c. Architectural drawings, including building elevations and envelopes, if architectural work is proposed.
 - d. A completed application form.
 - e. Any other information determined necessary by the Community Development Director.
- A. Type II Minor Site Plan and Design Review.
 - 1. Type II Minor site plan and design review applies to the following uses and activities unless those uses and activities qualify for Type I review per Section 17.62.035(A):
 - a. Modification of an office, commercial, industrial, institutional, public or multi-family structure for the purpose of enhancing the aesthetics of the building and not increasing the interior usable space (for example covered walkways or entryways, addition of unoccupied features such as clock tower, etc.).
 - b. Modification to parking lot layout and landscaping, or the addition of up to five parking spaces.
 - c. A maximum addition of up to one thousand square feet to a commercial, office, institutional, public, multi-family, or industrial building provided that the addition is not more than thirty-five percent of the original building square footage.
 - d. Other land uses and activities may be added if the community development director makes written findings that the activity/use will not increase off-site impacts and is consistent with the type and/or scale of activities/uses listed above.
 - 2. Application. The application for the Type II minor site plan and design review shall contain the following elements:
 - a. The submittal requirements of Chapter 17.50.
 - b. A narrative explaining all aspects of the proposal in detail and addressing each of the criteria listed in Section 17.62.035(C) below.
 - c. Site plan drawings showing existing conditions/uses and proposed conditions/uses.
 - d. Architectural drawings, including building elevations and envelopes, if architectural work is proposed.
 - e. Additional submittal material may be required by the community development director on a case-by-case basis.
 - 3. Development Standards for Type II Minor Site Plan and Design Review.
 - a. All development shall comply with Section 17.62.050(1—7 and 8—15 and 20—22) when deemed applicable by the community development director. Other sections may apply, as directed by the community development director when applicable, in order to show compliance with this chapter, such as the commercial and institutional standards of Section 17.62.055.

17.54.010 - Accessory Structures and Uses.

Accessory structures and uses shall comply with all requirements for the principal use except where specifically modified by this title and shall comply with the following standards:

- A. Signs. Signs shall be permitted as provided in Chapter 15.28.
- B. Residential Accessory Structures including Accessory Dwellings Units. The section applies to accessory structures within the R-10, R-8, R-6, R-5 and R-3.5 zoning districts and accessory structures on properties with a primary use as a single or two-family dwelling but within a zoning designation not listed above.
 - 1. Accessory Structures with a Footprint Less than Two Hundred (200) Square Feet:
 - a. Shall be located behind the front line of the primary structure; and
 - b. Shall comply with the dimensional standards of the zoning designation including height and setbacks unless modified pursuant to (c); and
 - c. Side and rear setbacks may be reduced to not less than three (3) feet for the accessory structure and its projections if the height does not exceed seventeen (17) feet as defined in section 17.04.550.
 - 2. Accessory Structures with a Footprint from Two Hundred to Six Hundred Square Feet:
 - a. Shall be located behind the front line of the primary structure; and
 - b. Shall comply with the dimensional standards of the zoning designation, including height, setbacks, and lot coverage unless modified pursuant to (c); and
 - c. Side and rear setbacks may be reduced to not less than three (3) feet for one accessory structure and its projections if the height does not exceed seventeen (17) feet as defined in section 17.04.550.
 - 3. Accessory Structures with a Footprint Over Six Hundred Square Feet.
 - a. Shall not exceed more than one accessory structure with a footprint in excess of six hundred (600) square feet per parcel; and
 - b. The parcel shall be in excess of twenty thousand (20,000) square feet; and
 - c. The footprint shall not exceed the footprint of the primary structure; and
 - d. Shall not exceed eight hundred square feet (800); and
 - e. Shall not exceed the height of the primary structure; and
 - f. Shall be located behind the front line of the primary structure; and
 - g. Shall comply with the dimensional standards of the zoning designation including height, setbacks, and lot coverage.
 - 4. Prohibited:
 - a. Cargo containers
 - b. Membrane and fabric covered storage areas visible from the adjacent right-of-way.
 - c. Metal structures within a historic district, or on an individually designated historic property, unless otherwise authorized by OCMC Chapter 17.40.
 - 5. An accessory structure housing a hooved animal shall be located a minimum of twenty-five (25) feet from any property line.
 - 6. Accessory structures constructed prior to January 1, 2017 which are located behind the front building line of the primary structure are exempt from the setback and height requirements in this chapter, except as otherwise limited through an applicable overlay district.
 - 7. Swimming Pools. In-ground and above-ground swimming pools shall be constructed not less than three feet from the side or rear yard lines. Swimming pools shall comply with the front yard setback requirements for the principal structure. A pool must be surrounded by a fence no less than four feet in height or a suitable alternative such as a locked or electric cover, approved by the Building Official.

C. Temporary Structures in the Right-of-Way

This section applies to temporary structures associated with permitted events in the right-of-way. Temporary structures:

1. May be constructed of any building material; and
2. Shall comply with all provisions of the Americans with Disabilities Act; and
3. Shall be exempt from all sections of Chapter 12.04, 12.08, 17.52 and 17.62.

17.54.060 - Seasonal sales. [Delete]

6.07 Hooved Animals

6.07.030 – Hooved Animals

One horse or other domestic hoofed animal is permitted for each twenty thousand square feet of lot area and in compliance with Chapter 17.54.010 and all other the requirements of the Oregon City Municipal Code.

17.62.050.A.21 Building Materials

- a. Preferred building materials. Building exteriors shall be constructed from high quality, durable materials. Preferred exterior building materials that reflect the city's desired traditional character are as follows:
 - i. Brick.
 - ii. Basalt stone or basalt veneer.
 - iii. Narrow horizontal wood or composite siding (generally five inches wide or less); wider siding will be considered where there is a historic precedent.
 - iv. Board and baton siding.
 - a. Other materials subject to approval by the community development director.
 - vi. Plywood with battens or fiber/composite panels with concealed fasteners and contiguous aluminum sections at each joint that are either horizontally or vertically aligned.
 - vii. Stucco shall be trimmed in wood, masonry, or other approved materials and shall be sheltered from extreme weather by roof overhangs or other methods.
- b. Prohibited materials. The following materials shall be prohibited in visible locations unless an exception is granted by the community development director based on the integration of the material into the overall design of the structure.
 - i. Vinyl or plywood siding (including T-111 or similar plywood).
 - ii. Glass block or highly tinted, reflected, translucent or mirrored glass (except stained glass) as more than ten percent of the building facade.
 - iii. Corrugated fiberglass.
 - iv. Chain link fencing (except for temporary purposes such as a construction site or as a gate for a refuse enclosure).
 - v. Crushed colored rock/crushed tumbled glass.
 - vi. Non-corrugated and highly reflective sheet metal.
 - vii. Tarps, except for the protection of outside storage.
- c. Special material standards: The following materials are allowed if they comply with the requirements found below:
 - 1. Concrete block. When used for the front façade of any building, concrete blocks shall be split, rock- or ground-faced and shall not be the prominent material of the elevation. Plain concrete block or plain concrete may be used as foundation material if the foundation material is not revealed more than 3 feet above the finished grade level adjacent to the foundation wall.
 - 2. Metal siding. Metal siding shall have visible corner moldings and trim and incorporate masonry or other similar durable/permanent material near the ground level (first two feet above ground level) except when used for a temporary structure.
 - 3. Exterior Insulation and Finish System (EIFS) and similar troweled finishes shall be trimmed in wood, masonry, or other approved materials and shall be sheltered from extreme weather by roof overhangs or other methods.
 - 4. Building surfaces shall be maintained in a clean condition and painted surfaces shall be maintained to prevent or repair peeling, blistered or cracking paint.
 - 5. Membrane or fabric covered storage areas are permitted as temporary structures, excluding the use of tarps.

17.62.050.A.23 Temporary Structures

Temporary structures are permitted pursuant to the following standards:

- A. For Structures up to 200 Square Feet:
 - a. Shall not be on a property for more than three (3) consecutive days; and
 - b. Shall not be on a property more than six (6) times per year; and
 - c. Shall comply with the dimensional standards of the zoning designation; and
 - d. Shall be sited so as to leave the minimum number of parking spaces for the primary uses as required by OCMC 17.52 or as otherwise specified in a land use approval;
 - e. Shall not disturb ingress or egress to the site; and
 - f. Shall be exempt from all sections of Chapter 12.04, 12.08, 17.52 and 17.62 except 17.62.050.A.23, 17.62.050.A.21.
- B. Temporary structures larger than 200 square feet may be permitted up to two (2) times per year; and
 - a. Structure larger than 200 square feet up to 800 Square Feet
 - i. Shall not be on a property for more than thirty (30) consecutive days;
 - ii. Shall comply with the dimensional standards of the zoning designation;
 - iii. Shall be sited so as to leave the minimum number of parking spaces for the primary uses as required by OCMC 17.52 or as otherwise specified in a land use approval;
 - iv. Shall not disturb ingress or egress to the site; and
 - v. Shall be exempt from all sections of Chapter 12.04, 12.08, 17.52 and 17.62 except 17.62.050.A.23, 17.62.050.A.21.
 - b. Structures Larger Than 800 Square Feet
 - i. Shall not be on a property for more than seven (7) consecutive days;
 - ii. Shall comply with the dimensional standards of the zoning designation;
 - iii. Shall be sited so as to leave the minimum number of parking spaces for the primary uses as required by OCMC 17.52 or as otherwise specified in a land use approval;
 - iv. Shall not disturb ingress or egress to the site; and
 - v. Shall be exempt from all sections of Chapter 12.04, 12.08, 17.52 and 17.62 except 17.62.050.A.23, 17.62.050.A.21.
- C. Government owned properties are exempt from all sections of Chapter 12.04, 12.08, 17.52 and 17.62 except 17.62.050.A.23.C, 17.62.050.A.21 and the dimensional standards of the zoning designation.



FILE NO.: L-17-0001

APPLICATION TYPE: Legislative

HEARING DATES: City Commission
7:00 p.m., June 7, 2017
Commission Chambers, 625 Center St, Oregon City, OR 97045

APPLICANT: Oregon City Community Development Department

REQUEST: Proposed amendments to the Oregon City Municipal Code. Supplemental Zoning Regulations and Exceptions in Chapter 17.54.010, Definitions in Chapter 17.04.743, Site Plan and Design Review in Chapter 17.62, and Hooved Animals in Chapter 6.07.

LOCATION: City-Wide

REVIEWER: Trevor Martin, Planner

RECOMMENDATION: Staff recommends approval of this application based on the satisfaction of all required criteria for a Legislative action.

PROCESS: OCMC 17.50.170.

- A. *Purpose. Legislative actions involve the adoption or amendment of the city's land use regulations, comprehensive plan, maps, inventories and other policy documents that affect the entire city or large portions of it. Legislative actions which affect land use must begin with a public hearing before the planning commission.*
- B. *Planning Commission Review.*
 1. *Hearing Required. The planning commission shall hold at least one public hearing before recommending action on a legislative proposal. Any interested person may appear and provide written or oral testimony on the proposal at or prior to the hearing. The community development director shall notify the Oregon Department of Land Conservation and Development (DLCD) as required by the post-acknowledgment procedures of ORS 197.610 to 197.625, as applicable.*
 2. *The community development director's Report. Once the planning commission hearing has been scheduled and noticed in accordance with Section 17.50.090(C) and any other applicable laws, the community development director shall prepare and make available a report on the legislative proposal at least seven days prior to the hearing.*

3. *Planning Commission Recommendation. At the conclusion of the hearing, the planning commission shall adopt a recommendation on the proposal to the city commission. The planning commission shall make a report and recommendation to the city commission on all legislative proposals. If the planning commission recommends adoption of some form of the proposal, the planning commission shall prepare and forward to the city commission a report and recommendation to that effect.*
- C. *City Commission Review.*
1. *City Commission Action. Upon a recommendation from the planning commission on a legislative action, the city commission shall hold at least one public hearing on the proposal. Any interested person may provide written or oral testimony on the proposal at or prior to the hearing. At the conclusion of the hearing, the city commission may adopt, modify or reject the legislative proposal, or it may remand the matter to the planning commission for further consideration. If the decision is to adopt at least some form of the proposal, and thereby amend the city's land use regulations, comprehensive plan, official zoning maps or some component of any of these documents, the city commission decision shall be enacted as an ordinance.*
 2. *Notice of Final Decision. Not later than five days following the city commission final decision, the community development director shall mail notice of the decision to DLCD in accordance with ORS 197.615(2).*

IF YOU HAVE ANY QUESTIONS ABOUT THIS APPLICATION, PLEASE CONTACT TREVOR MARTIN IN THE PLANNING DIVISION OFFICE AT 722-3789.

I. PROPOSAL

The Oregon City Municipal Code currently prohibits most fabric and metal accessory buildings, known as membrane structures, when visible from the adjacent sidewalk or right-of-way. In 2016, the City received a significant number of Code Enforcement complaints about membrane structures, which led to a conversation by the City Commission to determine if the regulations should be amended. The applicable standards and associated violations were discussed at a series of City Commission meetings. With primary direction from the City Commission at a work session on December 13, 2016, staff assembled the proposed amendments to the Oregon City Municipal Code in Exhibit A, which generally include the following:

1. Currently, metal sided accessory buildings in residential zones are not allowed when visible from the adjacent right-of-way and all accessory buildings 200 square feet or greater must be constructed with the same exterior building materials as the onsite dwelling(s), or an acceptable substitute. The proposed code language will allow any exterior building material, including metal, for residential accessory structures except for membrane or fabric covered storage areas or cargo containers.
2. Currently, accessory structures must comply with the setbacks of the zoning designation, though structures with a footprint less than 200 square feet in size as well as one structure with a footprint up to 600 square feet may be placed closer to the property line if the building complies with restrictions, such as a maximum height of 14 feet. The proposed code language would:
 - a. Increase the height for the reduced setback from 14 feet to 17 feet
 - b. Remove any building separation requirements for the reduction

- c. Apply the reduced setback to the corner setback
- 3. The proposed code would allow accessory structures constructed prior to January 1, 2017 to remain which are located behind the front building line of a home but do not comply with the setback and height requirements, except as otherwise limited through an applicable overlay district. Building code regulations would apply.
- 4. Relocate code language for hooved animals to the animal chapter of the Code.
- 5. Allow temporary structures within the right-of-way.
- 6. Allow temporary structures for commercial, industrial, mixed use, multi-family, and institutional properties which include allowing:
 - a. Temporary structures up to 200 square feet for up to 3 consecutive days, 6 times per year
 - b. Temporary structures larger than 200 square feet would be allowed up to twice a year for the following timeframe:
 - i. 201-800 square feet: up to 30 consecutive days
 - ii. More than 800 square feet: up to 7 consecutive days
- 7. Clarify standards prohibiting tarps and allowing membrane or fabric covered storage areas as temporary structures.
- 8. Remove code language for firework and Christmas tree sales, and instead regulate temporary structures.

Note the propose language is likely to be amended as public comments are received and through the review process. An associated fee resolution will be presented before the City commission for the review of temporary structures.

II. FACTS

A. AREA AFFECTED: CITY WIDE

The proposed code changes will impact all properties within Oregon City.

B. PUBLIC NOTICE

Public Notice was provided more than 20 days prior to the first evidentiary hearing via email to affected agencies, neighborhood associations and Oregon City boards and committees, and published in the Oregon City News / Clackamas Review. Notice of the proposed amendment was provided to property owners in Code Enforcement for issues related to the proposed code amendment, a variety of groups and government agencies including, Metro and the Department of the Land Conservation and Development. A Measure 56 Notice was not required since the proposal does not further restrict existing allowable uses of land or rezone land. The Planning Division held a meeting with the Citizen Involvement Committee on April 3, 2017, a meeting with the Development Stakeholders Group on May 4, 2017, and a Work Session with the Planning Commission on April 10, 2017 to discuss the proposal and how the proposed changes would affect properties. No written comments were received regarding this proposal.

C. PUBLIC OUTREACH PROCESS

Staff has employed a variety of methods to engage and educate the public about the process, including:

- Presentation to the Citizen Involvement Committee,
- Work sessions with the Planning Commission, and
- Public Notices

III. DECISION-MAKING CRITERIA:

OREGON CITY MUNICIPAL CODE (OCMC)

CHAPTER 17.68 ZONING CHANGES AND AMENDMENTS

17.68.010 *Initiation of the amendment.*

A text amendment to this title or the comprehensive plan, or an amendment to the zoning map or the comprehensive plan map, may be initiated by:

A. A resolution by the commission;

B. An official proposal by the planning commission;

C. An application to the planning division presented on forms and accompanied by information prescribed by the planning commission.

All requests for amendment or change in this title shall be referred to the planning commission.

Finding: Complies as Proposed. The text amendments to the Oregon City Municipal Code and was initiated by the City Commission. Staff finds that the proposal is consistent with 17.68.010.

17.68.020 *Criteria.*

The criteria for a zone change are set forth as follows:

A. The proposal shall be consistent with the goals and policies of the comprehensive plan.

Statewide Planning Goals are also shown to indicate how the Oregon City Comprehensive Plan (OCCP) Goals and Policies implement the applicable Statewide Planning Goal.

STATEWIDE PLANNING GOAL 1 – CITIZEN INVOLVEMENT

To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

OCCP Goal 1.1 Citizen Involvement Program

Implement a Citizen Involvement Program that will provide an active and systematic process for citizen participation in all phases of the land-use decision making process to enable citizens to consider and act upon a broad range of issues affecting the livability, community sustainability, and quality of neighborhoods and the community as a whole.

OCCP Policy 1.1.1

Utilize neighborhood associations as the vehicle for neighborhood-based input to meet the requirements of the Land Conservation and Development Commission (LCDC) Statewide Planning Goal 1, Citizen Involvement. The Citizen Involvement Committee (CIC) shall serve as the officially recognized citizen committee needed to meet LCDC Statewide Planning Goal 1.

OCCP Goal 1.2 Community and Comprehensive Planning

Ensure that citizens, neighborhood groups, and affected property owners are involved in all phases of the comprehensive planning program.

OCCP Policy 1.2.1

Encourage citizens to participate in appropriate government functions and land-use planning.

OCCP Policy 1.2.1

Encourage development and refinement of CIC and neighborhood association bylaws that will govern the groups' formation and operations.

OCCP Goal 1.3 Community Education

Provide education for individuals, groups, and communities to ensure effective participation in decision-making processes that affect the livability of neighborhoods.

OCCP Goal 1.4 Community Involvement

Provide complete information for individuals, groups, and communities to participate in public policy planning and implementation of policies.

OCCP Policy 1.4.1

Notify citizens about community involvement opportunities when they occur.

Finding: Complies as Proposed. The proposed code amendments were first identified by citizens who came before the City Commission. The City Commission met to discuss this topic multiple times before providing direction to staff regarding these changes. The proposed amendments has been presented to the Citizen Involvement Committee, Development Stakeholders Group, as well as in a work session with the Planning Commission prior to the first public hearing. In addition, the proposed code amendment has been posted on the City website at <http://www.orcity.org/planning/project/1-17-01>, emailed to various entities including neighborhood associations and the Citizen Involvement Committee, and posted in a general circulation newspaper.

The following meetings, work sessions and open houses were held to provide information about the impact of the proposed code amendments and gather input from the public about the proposed regulations.

Month	Meeting	Date
April		
	Citizen Involvement Committee	April 3, 2017

	Planning Commission	April 10, 2017
May		
	Development Stakeholders Group	May 4, 2017

Staff finds that the proposal is consistent with OCCP Goals 1.1, 1.2, 1.3 and 1.4.

STATEWIDE PLANNING GOAL 2 – LAND USE PLANNING

To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

OCCP Goal 2.1 Efficient Use of Land

Ensure that property planned for residential, commercial, office, and industrial uses is used efficiently and that land is developed following principles of sustainable development.

Finding: Complies as Proposed. The proposed code amendments include opportunities to utilize property to a much greater extent including:

- Residential. Reductions for the interior corner setback for residential accessory structures in certain cases, increased building height for accessory structures with a reduced setback, allowing metal accessory structures, allowing temporary structures in the right-of-way, and general amendments to provide clarity to the Oregon City Municipal Code. The changes will provide an opportunity for some properties to construct accessory structures onsite that would not have otherwise.
- Institutional, Commercial, Industrial, Mixed Use, and Multi-Family Property: The proposed amendments will allow temporary structures within the right-of-way, temporary structures on institutional, commercial, industrial, mixed use, and multi-family property, and general amendments to provide clarity to the Oregon City Municipal Code. The result will allow land to be used more efficiently and business to operate with special events in Oregon City. Staff finds that the proposal is consistent with OCCP Goal 2.1.

OCCP Goal 2.4 Neighborhood Livability

Provide a sense of place and identity for residents and visitors by protecting and maintaining neighborhoods as the basic unit of community life in Oregon City while implementing the goals and policies of the other sections of the Comprehensive Plan.

Finding: Complies as Proposed. The proposed code amendments identified within this report will allow greater flexibility for property owners. Property owners will be able to retain existing structures which do not comply with height or setback requirements and will furthermore be provided the opportunity to construct a shed in locations where they cannot today. The changes will provide an opportunity for some properties to construct accessory structures onsite. Staff finds that the proposal is consistent with OCCP Goal 2.4.

OCCP Policy 2.4.2

Strive to establish facilities and land uses in every neighborhood that help give vibrancy, a sense of place, and a feeling of uniqueness; such as activity centers and points of interest.

Finding: Complies as Proposed. The proposed code amendments identified within this report will allow greater flexibility for property owners. Property owners will be able to retain existing structures which do not comply with height or setback requirements and will furthermore be provided the opportunity to construct a shed in locations where they cannot today. The changes will provide an opportunity for some properties to construct accessory structures onsite. Staff finds that the proposal is consistent with OCCP Policy 2.4.2.

STATEWIDE PLANNING GOAL 3: AGRICULTURAL LANDS

Finding: Complies as Proposed. The proposed amendments would not preclude the use of agricultural lands.

STATEWIDE PLANNING GOAL 4: FOREST LANDS

Finding: Complies as Proposed. The proposed amendments would not preclude the use of forest lands.

STATEWIDE PLANNING GOAL 5: NATURAL RESOURCES, SCENIC AND HISTORIC AREAS, AND OPEN SPACES
Statewide Planning Goal 5 requires that open spaces and natural, scenic, and historic resources be protected.

OCCP Goal 5.3 Historic Resources

Encourage the preservation and rehabilitation of homes and other buildings of historic or architectural significance in Oregon City.

Finding: Complies as Proposed. The proposed amendments would not preclude the preservation and rehabilitation of homes and other buildings of historic or architectural significance in Oregon City. All development within a historic district or on an individually designated property is subject to review for compliance with Chapter 17.40 of the Oregon City Municipal code and the allowance of metal residential accessory structures is prohibited, unless otherwise authorized by OCMC 17.40. Staff finds that the proposal is consistent with OCCP Goal 5.3.

Policy 5.3.1

Encourage architectural design of new structures in local Historic Districts, and the central Downtown area to be compatible with the historic character of the surrounding area.

Finding: Complies as Proposed. The proposed amendments would not preclude the preservation and rehabilitation of homes and other buildings of historic or architectural significance in Oregon City. All development within a historic district or on an individually designated property is subject to review for compliance with Chapter 17.40 of the Oregon City Municipal code and the allowance of metal residential accessory structures is prohibited, unless otherwise authorized by OCMC 17.40. Staff finds that the proposal is consistent with OCCP policy 5.3.1.

STATEWIDE PLANNING GOAL 6: AREAS SUBJECT TO NATURAL HAZARDS

To protect people and property from natural hazards.

Finding: Complies as Proposed. The proposed amendments will not affect natural hazards overlay districts. All development within the overlay districts is subject to a more restrictive review. The overlay districts,

such as the Natural Resource Overlay District, Flood Management Overlay, and Geologic Hazards Overlay will apply regardless of the proposed changes. Staff finds that the proposal is consistent with OCCP Goal 6.

STATEWIDE PLANNING GOAL 7: AREAS SUBJECT TO NATURAL HAZARDS

To protect people and property from natural hazards.

OCCP Goal 7.1 Natural Hazards

Protect life and reduce property loss from the destruction associated with natural hazards

Finding: Complies as Proposed. The proposed amendments will not affect natural hazards overlay districts. All development within the overlay districts is subject to a more restrictive review. The overlay districts, such as the Natural Resource Overlay District, Flood Management Overlay, and Geologic Hazards Overlay will apply regardless of the proposed changes. Staff finds that the proposal is consistent with OCCP Goal 7.1.

STATEWIDE PLANNING GOAL 8: RECREATIONAL NEEDS

To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

Finding: Complies as Proposed. The proposed amendments will allow facilities to more easily host temporary events, such as those for recreation. Staff finds that the proposal is consistent with OCCP Goal 8.

STATEWIDE GOAL 9: ECONOMIC DEVELOPMENT

To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

OCCP Policy 9.2.1

Seek input from local businesses when making decisions that will have a significant economic impact on them.

Finding: Complies as Proposed. The proposal has been sent to the Chamber of Commerce, as well as the Development Stakeholder Group, which consists of the public and members of the development community, for comments. Staff finds that the proposal is consistent with OCCP Policy 9.2.1.

OCCP Policy 9.2.2

Carefully consider the economic impacts of proposed programs and regulations in the process of implementing the City's Comprehensive Plan.

Finding: Complies as Proposed. The proposed amendments will codify the allowance of temporary structures within the right-of-way as well as on institutional, commercial, industrial, mixed use, and multi-family property, which will allow business as well as special event providers the opportunity for additional venues to operate their business in Oregon City. Staff finds that the proposal is consistent with OCCP Policy 9.2.2.

OCCP Policy 9.2.3

Simplify, streamline, and continuously improve the permitting and development review process.

Finding: Complies as Proposed. The proposed amendments will codify the allowance of temporary structures within the right-of-way as well as on institutional, commercial, industrial, mixed use, and multi-family property. Staff finds that the proposal is consistent with OCCP Policy 9.2.3.

STATEWIDE PLANNING GOAL 10: HOUSING

To provide for the housing needs of citizens of the state.

OCCP Policy 10.1.2

Ensure active enforcement of the City of Oregon City Municipal Code regulations to ensure maintenance of housing stock in good condition and to protect neighborhood character and livability.

Finding: Complies as Proposed. The allowance of metal structures on residential properties as well as allowing existing structures (located behind the front line of the home), and reducing the corner side setback for accessory structures in certain cases, will provide residences a greater opportunity for homeowners to use their property as they see fit. This could result in additional investment into the housing stock. Staff finds that the proposal is consistent with OCCP Policy 10.1.2

OCCP Policy 10.1.4

Aim to reduce the isolation of income groups within communities by encouraging diversity in housing types within neighborhoods consistent with the Clackamas County Consolidated Plan, while ensuring that needed affordable housing is provided.

Finding: Complies as Proposed. The proposed code amendments include reductions to the interior corner setback as well as allowing for increased height for single and two-family residential structures 3 feet from the property line. The changes will provide an opportunity for some properties to construct accessory structures onsite. The structures may accommodate accessory dwelling units which would result in a greater opportunity for housing opportunities throughout the city. Staff finds that the proposal is consistent with OCCP Policy 10.1.4

OCCP Policy 10.1.7

Use a combination of incentives and development standards to promote and encourage well-designed single-family subdivisions and multi-family developments that result in neighborhood livability and stability.

Finding: Complies as Proposed. The proposed code amendments include reductions to the interior corner setback as well as allowing for increased height for single and two-family residential structures 3 feet from the property line, in certain cases. The changes will provide an opportunity for some properties to construct accessory structures onsite. The structures may accommodate accessory dwelling units which would result in a greater opportunity for housing opportunities throughout the city.

In addition, the allowance of metal structures on these properties as well as allowing existing structures (located behind the front line of the home) will provide residences a greater opportunity to use their property as they see fit. Staff finds that the proposal is consistent with OCCP Policy 10.1.7.

OCCP Goal 10.1 Diverse Housing Opportunities

Provide for the planning, development and preservation of a variety of housing types and lot sizes.

Finding: Complies as Proposed. The proposed code amendments include reductions to the interior corner setback as well as allowing for increased height for residential structures 3 feet from the property line. The changes will provide an opportunity for some properties to construct accessory structures onsite. The structures may accommodate accessory dwelling units which would result in a greater opportunity for housing opportunities throughout the city.

STATEWIDE PLANNING GOAL 11: PUBLIC FACILITIES AND SERVICES

To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

OCCP Goal 11.4 Stormwater Management

Seek the most efficient and economical means available for constructing, operating, and maintaining the City's stormwater management system while protecting the environment and meeting regional, state, and federal standards for protection and restoration of water resources and fish and wildlife habitat.

Finding: Complies as Proposed. The proposal would allow metal accessory structures for residential properties, temporary structures in the right-of-way, and temporary structures on institutional, commercial, industrial, mixed use, and multi-family property. Because the zoning designation currently allows structures, the impact of the structures on public facilities is already accounted for in the public facilities forecast models. Staff finds that the proposal is consistent with OCCP Goal 11.4.

STATEWIDE PLANNING GOAL 12: TRANSPORTATION

To provide and encourage a safe, convenient and economic transportation system.

Finding: Complies as Proposed. The proposal would allow metal accessory structures for residential properties, temporary structures in the right-of-way, and temporary structures on commercial, industrial, mixed use, and multi-family property. Because the zoning designation currently allows structures, the transportation impact of the structures associated with the code amendments is already accounted for in the transportation forecast models and thus does not alter the long term planned function or capacity of the transportation system. Staff finds that the proposal is consistent with OCCP Goal 12.

B. *That public facilities and services (water, sewer, storm drainage, transportation, schools, police and fire protection) are presently capable of supporting the uses allowed by the zone, or can be made available prior to issuing a certificate of occupancy. Service shall be sufficient to support the range of uses and development allowed by the zone.*

Finding: Complies as Proposed. The proposal would allow metal accessory structures for residential properties, temporary structures in the right-of-way, and temporary structures on commercial, industrial, mixed use, and multi-family property. Because the zoning designation currently allows structures, the impact of the structures on public facilities is already accounted for in the public facilities forecast models. Staff finds that the proposal is consistent with OCCP Goal 12.B.

C. *The land uses authorized by the proposal are consistent with the existing or planned function, capacity and level of service of the transportation system serving the proposed zoning district.*

Finding: Complies as Proposed. The proposal would allow metal accessory structures for residential properties, temporary structures in the right-of-way, and temporary structures on commercial, industrial, mixed use, and multi-family property. Because the zoning designation currently allows structures, the transportation impact of the structures associated with the code amendments is already accounted for in the transportation forecast models and thus does not alter the long term planned function or capacity of the transportation system. Staff finds that the proposal is consistent with OCCP Goal 12.C.

D. Statewide planning goals shall be addressed if the comprehensive plan does not contain specific policies or provisions which control the amendment.

Finding: The Oregon City Comprehensive Plan addresses the Statewide Planning Goals, as shown above under the findings for Criterion A.

IV. RECOMMENDATION

Staff recommends that the Planning Commission recommend approval of the Municipal Code text amendments, to the City Commission as included in the Exhibits for their consideration.

V. EXHIBITS

- A. Proposed Amendments to the Oregon City Municipal Code

DRAFT

AMENDMENTS TO THE OREGON CITY MUNICIPAL CODE (OCMC)

May 25, 2017

Each proposed amendment below identifies if the proposed changes include modifying existing portions of the code, a replacement of a section, or a new section. Removal of language is ~~struck out~~ and new language is underlined.

The Following Amendments Apply to Definitions in OCMC Chapter 17.04.

17.04.010 – Accessory Building or Accessory Structure

"Accessory building", or "accessory structure" means a detached building or structure subordinate in size and use, but located on the same lot as, a principal building.

17.04.743 - Membrane or fabric covered storage area. [Amend Existing Definition]

A metal sided cargo container or an area covered by a tarp or tensioned metal or fabric membrane or that is either attached to a rigid framework, natural feature or some other structure that is used for storage. It is not intended to include the weather proofing of a vehicle, boat or other individual item by a tarp or other type of covering as long as the covering is attached directly to and covers only the particular item.

17.04.177 - Cargo Container [New Definition]

A standardized, reusable vessel that is or appears to be: (1) originally, specifically or formerly designed for or used in the packing, shipping, movement or transportation of freight, articles, goods or commodities, or (2) designed for being mounted or moved on a rail car, or (3) designed for or capable of being mounted on a chassis or bogie for movement by truck trailer or loaded on a ship.

17.04.1271 – Temporary Structure [New Definition]

A temporary structure permitted in Chapter 17.62 or 17.54.010 of the Oregon City Municipal Code, excluding mobile vendors.

17.04.766 – Mobile Vendor [New Definition]

A vendor or seller of merchandise, food, services, etc. from a motorized or towed vehicle including a wheeled trailer capable of being towed by a vehicle.

The Following Amendments Apply to Accessory Structures and Uses in OCMC Chapter 17.54.

17.54.010 - Accessory Structures and Uses. [Replace Existing Section]

Accessory structures and uses shall comply with all requirements for the principal use except where specifically modified by this title and shall comply with the following standards:

- A. Signs. Signs shall be permitted as provided in Chapter 15.28.
- B. Residential Accessory Structures including Accessory Dwellings Units. The section applies to accessory structures within the R-10, R-8, R-6, R-5 and R-3.5 zoning districts and accessory structures on properties with a primary use as a single or two-family dwelling but within a zoning designation not listed above.
 - 1. Accessory Structures with a Footprint Less than Two Hundred (200) Square Feet:
 - a. Shall be located behind the front line of the primary structure; and
 - b. Shall comply with the dimensional standards of the zoning designation including height and setbacks unless modified pursuant to (c); and
 - c. Side and rear setbacks may be reduced to not less than three (3) feet for the accessory structure and its projections if the height does not exceed seventeen (17) feet as defined in section 17.04.550.
 - 2. Accessory Structures with a Footprint from Two Hundred to Six Hundred Square Feet:
 - a. Shall be located behind the front line of the primary structure; and
 - b. Shall comply with the dimensional standards of the zoning designation, including height, setbacks, and lot coverage unless modified pursuant to (c); and
 - c. Side and rear setbacks may be reduced to not less than three (3) feet for one accessory structure and its projections if the height does not exceed seventeen (17) feet as defined in section 17.04.550.
 - 3. Accessory Structures with a Footprint Over Six Hundred Square Feet.
 - a. Shall not exceed more than one accessory structure with a footprint in excess of six hundred (600) square feet per parcel; and
 - b. The parcel shall be in excess of twenty thousand (20,000) square feet; and
 - c. The footprint shall not exceed the footprint of the primary structure; and
 - d. Shall not exceed eight hundred square feet (800); and
 - e. Shall not exceed the height of the primary structure; and
 - f. Shall be located behind the front line of the primary structure; and
 - g. Shall comply with the dimensional standards of the zoning designation including height, setbacks, and lot coverage.
 - 4. Prohibited:
 - a. Cargo containers
 - b. Membrane and fabric covered storage areas visible from the adjacent right-of-way.
 - c. Metal structures within a historic district, or on an individually designated historic property, unless otherwise authorized by OCMC Chapter 17.40.
 - 5. An accessory structure housing a hooved animal shall be located a minimum of twenty-five (25) feet from any property line.
 - 6. Accessory structures constructed prior to January 1, 2017 which are located behind the front building line of the primary structure are exempt from the setback and height requirements in this chapter, except as otherwise limited through an applicable overlay district.

7. Swimming Pools. In-ground and above-ground swimming pools shall be constructed not less than three feet from the side or rear yard lines. Swimming pools shall comply with the front yard setback requirements for the principal structure. A pool must be surrounded by a fence no less than four feet in height or a suitable alternative such as a locked or electric cover, approved by the Building Official.
- C. Temporary Structures in the Right-of-Way
This section applies to temporary structures associated with permitted events in the right-of-way. Temporary structures:
 1. May be constructed of any building material; and
 2. Shall comply with all provisions of the Americans with Disabilities Act; and
 3. Shall be exempt from all sections of Chapter 12.04, 12.08, 17.52 and 17.62.

17.54.010 - Accessory buildings and uses. [Existing Section]

~~Accessory buildings and uses shall comply with all requirements for the principal use except where specifically modified by this title and shall comply with the following limitations:~~

- ~~A. Signs. Signs shall be permitted as provided in Chapter 15.28.~~
- ~~B. Accessory Buildings Dimensional Requirements. The following setbacks and other dimensional requirements shall apply to all accessory buildings and uses:~~
 - ~~1. Building Footprint Less than Two Hundred Square Feet. An interior side or rear yard setback behind the front building line may be reduced to three feet for any detached accessory structure with a building footprint which is less than two hundred square feet in area and does not exceed a height of fourteen feet (measured from the average grade on the front of the structure to the midpoint of the roof). No portion of any such structure shall project across a lot line and the accessory structure shall be located behind the front building line of the primary structure. A building permit is required for accessory buildings over ten feet in height (measured from the interior floor to the midpoint of the roof) or over two hundred square feet in size.~~
 - ~~2. Building Footprint from Two Hundred to Six Hundred Square Feet. The accessory building must be constructed with the same exterior building materials as that of the primary structure, or an acceptable substitute to be approved by the planning division. The accessory structure shall be located behind the front building line of the primary structure. The interior side and rear yard setbacks may be reduced to three feet for one accessory structure, and its projections, within this category provided the structure and its projections:~~
 - ~~a. Are detached and separated from other structures by at least three feet;~~
 - ~~b. Do not exceed a height of fourteen feet;~~
 - ~~3. Building Footprint Over Six Hundred Square Feet. One accessory structure with a building footprint in excess of six hundred square feet may be approved by the planning division. An accessory structure footprint in excess of six hundred square feet must meet the setback requirements of the district in which it is located, and must also meet the following provisions:~~
 - ~~a. The accessory building must be compatible with the primary structure and constructed with the same exterior building materials as that of the primary structure, or an acceptable substitute to be approved by the planning division.~~
 - ~~b. The lot must be in excess of twenty thousand square feet.~~

- c. ~~The building footprint of the accessory structure shall not exceed the building footprint of the primary structure. In no case may the accessory building footprint exceed eight hundred square feet.~~
- d. ~~The accessory structure shall not exceed the height of the primary structure and shall be located behind the front building line of the primary structure.~~
- 4. ~~Membrane or Fabric Covered Storage Area. All membrane and fabric structures:~~
 - a. ~~Shall be located behind the front building line of the primary structure.~~
 - b. ~~Shall not be visible from the abutting right-of-way when viewed at pedestrian level.~~
 - c. ~~Exceptions to these standards may be made by the community development director for temporary storage of materials as long as the membrane or fabric covered storage area is removed within ten days, is not erected for more than twenty days in one calendar year and is not seen as a nuisance to the city.~~
 - d. ~~This section shall be effective on January 1, 2011. This section shall apply to all membrane or fabric covered storage areas in place before, on, or after the effective date of this section.~~
 - e. ~~This prohibition does not apply to membrane covered areas displayed for garden or other active outdoor uses.~~
- C. ~~Private Stable. A private stable may be permitted on a lot having a minimum area of twenty thousand square feet. The capacity of a stable shall not exceed one horse or other domestic hoofed animal for each twenty thousand square feet of lot area. A stable shall be located not less than twenty-five feet from any street line.~~
- D. ~~Swimming Pools. In-ground and above-ground swimming pools shall be constructed not less than three feet from the side or rear yard lines. Swimming pools shall comply with the front yard requirement for the principal building. A pool must be surrounded by a fence no less than four feet in height or a suitable alternative such as a locked or electric cover, approved by the building official.~~

17.54.060 – Seasonal sales. [Delete Existing Section]

The following standards shall apply to seasonal outdoor sales which are limited to:

- A. ~~Fireworks Sales. The annual season for fireworks sales shall commence no sooner than June 23 and continue no longer than July 5. A business license shall be required pursuant to Title 5 of this code.~~
 - B. ~~Christmas Tree and Wreath Sales. The annual season for Christmas tree and wreath sales shall commence no sooner than the day after Thanksgiving and shall continue no later than December 26.~~
- ~~A business license shall be required pursuant to Title 5 of this code.~~

The Following Amendment Applies to Hooved Animals

6.07 Hooved Animals [New Chapter - Relocated from OCMC Chapter 17.54.010.C]

6.07.030 – Hooved Animals

One horse or other domestic hoofed animal is permitted for each twenty thousand square feet of lot area and in compliance with Chapter 17.54.010 and all other the requirements of the Oregon City Municipal Code.

The Following Amendments Apply to Temporary Structures in Commercial, Industrial, Mixed Use, Multi-Family, and Institutional Districts

17.62.035 - Minor site plan and design review. [Amend Existing Section]

This section provides for a minor site plan and design review process. Minor Site Plan Review is a Type I or Type II decision, as described in OCMC Section 17.62.035(A), subject to administrative proceedings described in OCMC Section 17.50 and may be utilized as the appropriate review process only when authorized by the community development director. The purpose of this type of review is to expedite design review standards for uses and activities that require only a minimal amount of review, typical of minor modifications and/or changes to existing uses or buildings.

A. Type I Minor Site Plan and Design Review.

1. Applicability. Type I applications involve no discretion. The Type I process is not applicable for:
 - a. Any activity which is included with or initiates actions that require Type II-IV review.
 - b. Any use which is not permitted outright, unless otherwise noted.
 - c. Any proposal in which nonconforming upgrades are required under Chapter 17.58.
 - d. Any proposal in which modifications are proposed under Section 17.62.015.
2. The following projects may be processed as a Type I application.
 - a. Addition or removal of up to two hundred square feet to a commercial, institutional, or multifamily structure in which no increases are required to off-street parking. This includes a new ancillary structure, addition to an existing structure, or new interior space (excluding new drive thru). Increases of more than two hundred square feet in a twelve-month period shall be processed as Type II.
 - b. Addition or removal of up to one thousand square feet to an industrial use in which no increases are required to off-street parking. This includes a new ancillary structure, addition to an existing structure, or new interior space (excluding ancillary retail and office). Increases of more than one thousand square feet in a twelve-month period shall be processed as Type II.
 - c. Temporary Structures, excluding mobile vendors.
 - d. Removal, replacement or addition of awnings, or architectural projections to existing structures.
 - e. Addition, modification, or relocation of refuse enclosure.
 - f. Changes to amount, location, or design of bicycle parking.
 - g. Installation of mechanical equipment.
 - h. Repaving of previously approved parking lots with no change to striping.
 - i. Replacement of exterior building materials.
 - j. Addition of windows and doors, relocation of windows and doors in which transparency levels remain unchanged, or removal of windows and doors provided minimum transparency requirements are still met.
 - k. Addition or alteration of parapets or rooflines.
 - l. Modification of building entrances.
 - m. Addition to or alteration of a legal nonconforming single or two-family dwelling.
 - n. Change to parking lot circulation or layout, excluding driveway modifications.
 - o. Removal or relocation of vehicle parking stalls provided total parking remains between approved minimum and maximum with no new reductions other than through the downtown parking district.
 - p. Adoption of shared parking agreements.

- ~~qn.~~ Changes to landscaping that do not require stormwater quality and quantity treatment under OCMC Chapter 13.12.
- ~~re.~~ New or changes to existing pedestrian accessways, walkways or plazas.
- ~~sq.~~ Installation of or alterations to ADA accessibility site elements.
- ~~tf.~~ Modification of a fence, hedge, or wall, or addition of a fence, hedge or wall at least twenty feet away from a public right-of-way.
- ~~us.~~ Addition of or alterations to outdoor lighting.
- 3. Submittal requirements. A Type I application shall include:
 - a. A narrative describing the project.
 - b. Site plan drawings showing existing conditions/uses and proposed conditions/uses.
 - c. Architectural drawings, including building elevations and envelopes, if architectural work is proposed.
 - d. A completed application form.
 - e. Any other information determined necessary by the Community Development Director.
- B. Type II Minor Site Plan and Design Review.
 - 1. Type II Minor site plan and design review applies to the following uses and activities unless those uses and activities qualify for Type I review per Section 17.62.035(A):
 - a. Modification of an office, commercial, industrial, institutional, public or multi-family structure for the purpose of enhancing the aesthetics of the building and not increasing the interior usable space (for example covered walkways or entryways, addition of unoccupied features such as clock tower, etc.).
 - b. Modification to parking lot layout and landscaping, or the addition of up to five parking spaces.
 - c. A maximum addition of up to one thousand square feet to a commercial, office, institutional, public, multi-family, or industrial building provided that the addition is not more than thirty-five percent of the original building square footage.
 - d. Other land uses and activities may be added if the community development director makes written findings that the activity/use will not increase off-site impacts and is consistent with the type and/or scale of activities/uses listed above.
 - 2. Application. The application for the Type II minor site plan and design review shall contain the following elements:
 - a. The submittal requirements of Chapter 17.50.
 - b. A narrative explaining all aspects of the proposal in detail and addressing each of the criteria listed in Section 17.62.035(C) below.
 - c. Site plan drawings showing existing conditions/uses and proposed conditions/uses.
 - d. Architectural drawings, including building elevations and envelopes, if architectural work is proposed.
 - e. Additional submittal material may be required by the community development director on a case-by-case basis.
 - 3. Development Standards for Type II Minor Site Plan and Design Review.
 - a. All development shall comply with Section 17.62.050(1—7 and 8—15 and 20—22) when deemed applicable by the community development director. Other sections may apply, as directed by the community development director when applicable, in order to show compliance with this chapter, such as the commercial and institutional standards of Section 17.62.055.

17.62.050.A.23 Temporary Structures [New Section]

Temporary structures are permitted pursuant to the following standards:

- A. For Structures up to 200 Square Feet:
 - a. Shall not be on a property for more than three (3) consecutive days; and
 - b. Shall not be on a property more than six (6) times per year; and
 - c. Shall comply with the dimensional standards of the zoning designation; and
 - d. Shall be sited so as to leave the minimum number of parking spaces for the primary uses as required by OCMC 17.52 or as otherwise specified in a land use approval;
 - e. Shall not disturb ingress or egress to the site; and
 - f. Shall be exempt from all sections of Chapter 12.04, 12.08, 17.52 and 17.62 except 17.62.050.A.23, 17.62.050.A.21.
- B. Temporary structures larger than 200 square feet may be permitted up to two (2) times per year; and
 - a. Structure larger than 200 square feet up to 800 Square Feet
 - i. Shall not be on a property for more than thirty (30) consecutive days;
 - ii. Shall comply with the dimensional standards of the zoning designation;
 - iii. Shall be sited so as to leave the minimum number of parking spaces for the primary uses as required by OCMC 17.52 or as otherwise specified in a land use approval;
 - iv. Shall not disturb ingress or egress to the site; and
 - v. Shall be exempt from all sections of Chapter 12.04, 12.08, 17.52 and 17.62 except 17.62.050.A.23, 17.62.050.A.21.
 - b. Structures Larger Than 800 Square Feet
 - i. Shall not be on a property for more than seven (7) consecutive days;
 - ii. Shall comply with the dimensional standards of the zoning designation;
 - iii. Shall be sited so as to leave the minimum number of parking spaces for the primary uses as required by OCMC 17.52 or as otherwise specified in a land use approval;
 - iv. Shall not disturb ingress or egress to the site; and
 - v. Shall be exempt from all sections of Chapter 12.04, 12.08, 17.52 and 17.62 except 17.62.050.A.23, 17.62.050.A.21.
- C. Government owned properties are exempt from all sections of Chapter 12.04, 12.08, 17.52 and 17.62 except 17.62.050.A.23.C, 17.62.050.A.21 and the dimensional standards of the zoning designation.

17.62.050.A.21 Building Materials [Amend Existing Section]

- a. Preferred building materials. Building exteriors shall be constructed from high quality, durable materials. Preferred exterior building materials that reflect the city's desired traditional character are as follows:
 - i. Brick.
 - ii. Basalt stone or basalt veneer.
 - iii. Narrow horizontal wood or composite siding (generally five inches wide or less); wider siding will be considered where there is a historic precedent.
 - iv. Board and baton siding.
 - a. Other materials subject to approval by the community development director.
 - vi. Plywood with battens or fiber/composite panels with concealed fasteners and contiguous aluminum sections at each joint that are either horizontally or vertically aligned.
 - vii. Stucco shall be trimmed in wood, masonry, or other approved materials and shall be sheltered from extreme weather by roof overhangs or other methods.

- b. Prohibited materials. The following materials shall be prohibited in visible locations unless an exception is granted by the community development director based on the integration of the material into the overall design of the structure.
- i. Vinyl or plywood siding (including T-111 or similar plywood).
 - ii. Glass block or highly tinted, reflected, translucent or mirrored glass (except stained glass) as more than ten percent of the building facade.
 - iii. Corrugated fiberglass.
 - iv. Chain link fencing (except for temporary purposes such as a construction site or as a gate for a refuse enclosure).
 - v. Crushed colored rock/crushed tumbled glass.
 - vi. Non-corrugated and highly reflective sheet metal.
 - vii. Tarps, except for the protection of outside storage.
- c. Special material standards: The following materials are allowed if they comply with the requirements found below:
1. Concrete block. When used for the front façade of any building, concrete blocks shall be split, rock- or ground-faced and shall not be the prominent material of the elevation. Plain concrete block or plain concrete may be used as foundation material if the foundation material is not revealed more than 3 feet above the finished grade level adjacent to the foundation wall.
 2. Metal siding. Metal siding shall have visible corner moldings and trim and incorporate masonry or other similar durable/permanent material near the ground level (first two feet above ground level) except when used for a temporary structure.
 3. Exterior Insulation and Finish System (EIFS) and similar troweled finishes shall be trimmed in wood, masonry, or other approved materials and shall be sheltered from extreme weather by roof overhangs or other methods.
 4. Building surfaces shall be maintained in a clean condition and painted surfaces shall be maintained to prevent or repair peeling, blistered or cracking paint.
 5. Membrane or fabric covered storage areas are permitted as temporary structures, excluding the use of tarps.



City of Oregon City

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

Staff Report

File Number: 17-363

Agenda Date: 6/21/2017

Status: Agenda Ready

To: City Commission

Agenda #: 7b.

From: Community Development Director Laura Terway

File Type: Resolution

SUBJECT:

Resolution No.17-19: Declaring an Emergency and Exempting Clackamas Fire District 1 Station 16 from Planning Division Code and Review to Allow a Temporary Fire Station at Clackamas Community College until October 1, 2018

RECOMMENDED ACTION (Motion):

Staff recommends the City Commission approve Resolution No. 17-19 to allow a temporary Fire Station at Clackamas Community College until October 1, 2018.

BACKGROUND:

Clackamas Fire District 1 (CFD1) Station 16, located at 19340 Molalla Avenue, developed a mold infestation that contaminated portions of the station and in May of 2016 it was determined that the station was uninhabitable for the firefighters. On June 1, 2016, the City Commission approved Resolution No. 16-12 to declare an emergency, exempted CFD1's Station 16 from Planning code requirements on a temporary basis to allow a modular unit to be placed onsite so the firefighters to maintain their response times for the community.

Since that time, CFD1 has worked with architects to develop a station design that would fit on the property and an application has been submitted to the Planning Division for demolition of the existing station and construction of a new station. However, the Fire District determined that there isn't sufficient room on the property to house the modular unit during construction and has proposed temporarily relocating the fire station to Clackamas Community College until the new station is complete.

CFD1 has requested the City Commission declare an emergency to exempt a temporary fire station at Clackamas Community College until October 1, 2018 from Planning Division requirements and processes while the existing Station 16 is being demolished and rebuilt. The temporary fire station at CCC consists of three separate structures which would be located near Inskeep Drive.

RESOLUTION NO. 17-19

A RESOLUTION DECLARING AN EMERGENCY AND EXEMPTING CLACKAMAS FIRE DISTRICT 1 - STATION 16 FROM PLANNING CODE REQUIREMENTS ON A TEMPORARY BASIS

OREGON CITY MAKES THE FOLLOWING FINDINGS:

WHEREAS, Oregon City Municipal Code (OCMC) 2.52.020 defines “emergencies” to include “any man-made or natural event or circumstance causing or threatening loss of life, injury to person or property, human suffering or financial loss, and includes, . . . contamination, . . . , blight, [and] infestation;” and

WHEREAS, OCMC 2.52.040(L) authorizes the City, in cases of emergency to “order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency;” and

WHEREAS, Clackamas Fire District Number One (“CFD#1”) provides fire and emergency services throughout the City to all of its residents and businesses, including Station 16, located at 19340 Molalla Ave, which was deemed uninhabitable due to a mold infestation; and

WHEREAS, on June 1, 2016, the City Commission adopted Resolution No. 16-12, suspending land use laws to allow for the siting of a modular unit on a temporary basis on the existing Station 16 property and declaring an emergency;

WHEREAS, CFD#1 Station 16 will be replaced on the existing site. The current Station needs to be vacated and all personnel removed from this site in order to provide a quick and cost effective replacement station to be built; and

WHEREAS, CFD#1 Station 16 provides fire and emergency services to a significant portion of the City and if such services were not available from the Hilltop area, the residents and businesses located close to that station would be at risk; and

WHEREAS, CFD#1 has located suitable property to be used as a temporary Fire Station located at 19600 Molalla Avenue, Clackamas Community College, in the Northwest Corner of the property adjacent to Beaver Creek Rd. and Marjorie Ln. Fire and emergency services will have to be available from this new location of Station 16 and the only feasible manner of doing so is through temporary structures that do not meet the requirements of the Oregon City Zoning Code, OCMC Chapter 17.

NOW, THEREFORE, OREGON CITY RESOLVES:

Section 1. The City Commission hereby declares an emergency limited to 19600 Molalla Avenue, also known as Clackamas Community College, to accommodate the temporary siting of modular structures necessary to allow operation of Station 16 and allow for the replacement of the mold infested station. The emergency is declared consistent with OCMC 2.52.070 and, by this resolution, the Commission extends the time of this emergency until October 1, 2018.

Section 2. Based on the emergency identified above, the City Commission grants to CFD#1 an exemption from the Oregon City Zoning Code for the placement of temporary modular structures on the site for the duration of the emergency.

Section 3. CFD#1 is authorized to temporarily place modular structures on the property for the continued operations of Station 16, provided the setbacks of the underlying zone are met and the appropriate building permits are obtained.

Section 4. Due to the anticipated temporary nature of the modulares to be placed on the site, System Development Charges will not be assessed during the emergency.

Section 5. This resolution shall take effect immediately.

Approved and adopted at a regular meeting of the City Commission held on the 21st day of June 2017.

DAN HOLLADAY, Mayor

Attested to this 21st day of June 2017:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Exhibits:

1. Resolution 16-12
2. Clackamas Fire District 1 Request

RESOLUTION NO. 16-12

A RESOLUTION DECLARING AN EMERGENCY AND EXEMPTING CLACKAMAS FIRE DISTRICT 1 - STATION 16 FROM PLANNING CODE REQUIREMENTS ON A TEMPORARY BASIS

OREGON CITY MAKES THE FOLLOWING FINDINGS:

WHEREAS, Oregon City Municipal Code (OCMC) 2.52.020 defines “emergencies” to include “any man-made or natural event or circumstance causing or threatening loss of life, injury to person or property, human suffering or financial loss, and includes, . . . contamination, . . . , blight, [and] infestation; and

WHEREAS, OCMC 2.52.040(L) authorizes the City, in cases of emergency to “order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency;” and

WHEREAS, Clackamas County Fire District Number one (“CCFD#1”) provides fire and emergency services throughout the City to all of its residents and businesses and not having such essential services at this location would increase response times and put life and property at risk; and

WHEREAS, CCFD#1 Station 16, located at 19340 Molalla Avenue provides fire and emergency services to a significant portion of the City and if such services were not available from that location, the residents and businesses located close to that station would be at risk; and

WHEREAS, CCFD#1 Station 16 has developed a mold infestation that contaminates portions of the station and makes it uninhabitable and not capable of housing the Firefighters or to be used for its intended purposes; and

WHEREAS, CCFD#1 is diligently working to determine the cause of the mold at Station 16, but for some period of time while the cause of the mold and a mitigation plan is created and implemented, fire and emergency services will have to be available from the location of Station 16 and the only feasible manner of doing so is through temporary structures that do not meet the requirements of the Oregon City Zoning Code, OCMC Chapter 17.

NOW, THEREFORE, OREGON CITY RESOLVES:

Section 1. The City Commission hereby declares an emergency limited to 19340 Molalla Avenue, also known as CCFD#1 Station 16, due to the infestation and contamination of that building with mold. The emergency is declared for 48 hours, consistent with OCMC 2.52.070 and, by this resolution, the Commission extends the time of this emergency for twenty-four months, or until June 1, 2018.


Section 2. Based on the emergency identified above, the City Commission grants to CCFD#1 an exemption from the Oregon City Zoning Code for the placement of temporary modular structures on the site for the duration of the emergency.

Section 3. CCFD#1 is authorized to temporarily place modular structures on the property for the continued operations of Station 16, provided the setbacks of the underlying zone are met and the appropriate building permits are obtained.

Section 4. Due to the anticipated temporary nature of the modulars to be placed on the site, System Development Charges will not be assessed during the emergency.

Section 5. This resolution shall take effect immediately.

Approved and adopted at a regular meeting of the City Commission held on the 1st day of June 2016.




DAN HOLLADAY, Mayor

Attested to this 1st day of June 2016:



Kattie Riggs, City Recorder

Approved as to legal sufficiency:



City Attorney

GSB:7796674.1

Clackamas Fire District #1



RECEIVED
MAY 17 2017

BY: Head

May 11, 2017

Tony Konkol, City Manager
City of Oregon City
625 Center Street
Oregon City, OR 97045

Dear City Manager Konkol:

Clackamas Fire District1 (CFD1) Station 16, located at 19340 Molalla Avenue, developed a mold infestation that contaminated portions of the station. Because of this, in May 2016 it was determined that the station was uninhabitable for the firefighters. At the June 1, 2016 City of Oregon City Council meeting, Resolution No. 16-12 was passed that declared an emergency and exempted CFD1's Station 16 from planning code requirements on a temporary basis. A modular unit was able to be placed on the Station's property to enable the firefighters to maintain their response times for the community. Since that time, CFD1 has worked with architects to develop a station design that would fit on the property. While this has now been accomplished, it has been determined that there isn't sufficient room on the property to house the modular unit while building the new station.

CFD1 has researched and reviewed various options within the Station's response area for locations to temporarily house the modular unit. The most efficient option would be to have it placed on Clackamas Community College's (CCC) Oregon City Campus's property. In total, there are three buildings proposed for this exemption, which consist of the modular unit, a job shack/office space and an apparatus bay. (Additional information regarding these three buildings is attached.) The Station is slated to be completed by May/June 2018.

CFD1 is again declaring an emergency and requesting an exemption from planning code requirements in order to place Station 16 on CCC's Oregon City Campus on a temporary basis.

Thank you for your consideration of this request.

Sincerely,

Fred Charlton
Fire Chief

FC/ks

Additional information

There will be three buildings proposed for this exemption located on CCC Oregon City campus. The three buildings will consist of a mobile (modular home), job shack/office space, and apparatus bay. We have added the job shack/office because this station is staffed with four and the mobile home is tight for space. Below is a brief description of each of the buildings. Further attached are pictures and/or drawings of proposed buildings.

Mobile home... This building is 27' x 56' and mostly a sage green. This is a three bedroom and two bath structure.

Job Shack/Office... This building is 12' x 56', the color is gray with blue trim. This unit will have two rooms and a bathroom.

Apparatus bay... This building is 18' x 70', the color varies but generally gray metal. This building will house the ladder truck and all of the personnel protective equipment.

All attached photos are a rough site plan where the three buildings will be located. All buildings will be maintained on the existing asphalt. Emrick Construction will be providing all the necessary site improvements.

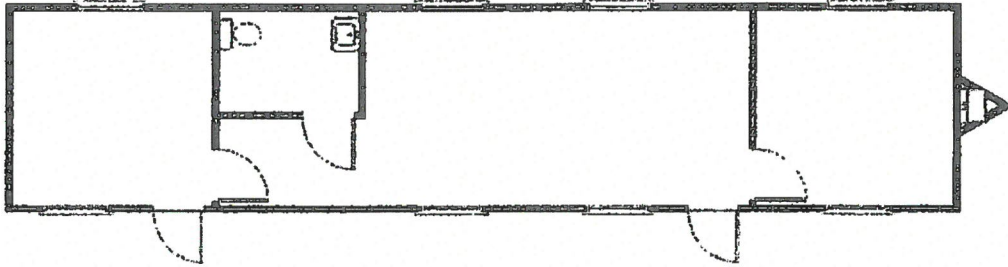


**3/24/17 PLEASE SEE FLOOR PLAN W/ORDER CONFIRMATION
WHICH WILL REPLACE THIS ONE. DM**

Floor Plan:

12'x56' Office with Restroom

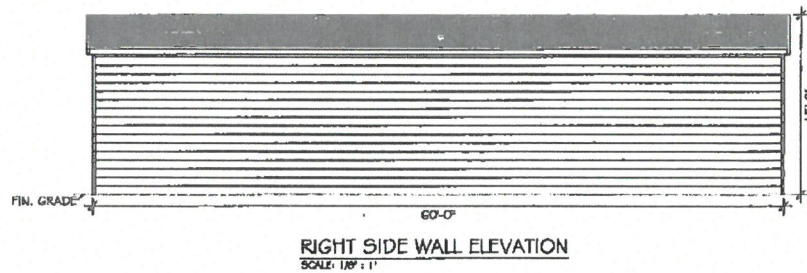
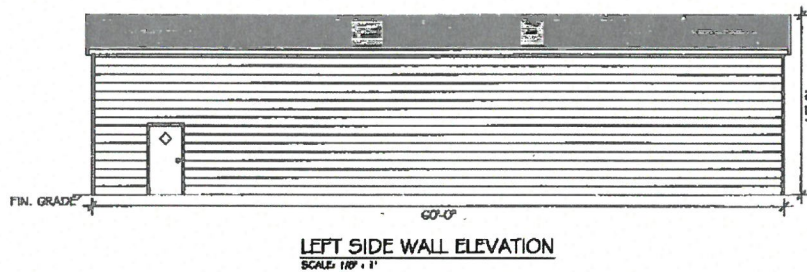
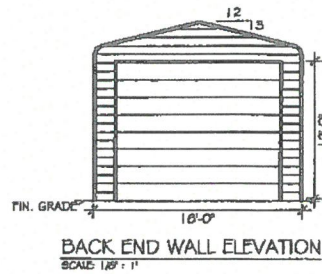
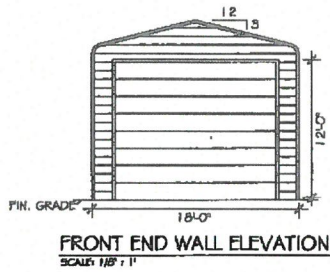
Floor plans may vary according to building model, size and specifications.
Interior partitioning is optional and fully customizable.



SPECIFICATIONS:

- Central heat and air systems
- Commercial grade carpet and tile floors
- Vinyl wrap interior walls
- Metal entry doors with deadbolts
- Acoustical sound dampening ceilings
- Built to the state commercial building code





LOCATION: 18755 SW KEMMER ROAD
BEAVERTON, OR 97007

OWNER: TUALATIN VALLEY FIRE &
RESCUE
SHEET TITLE:

ELEVATIONS

PROJECT NO.: 411-15-1379

CHECKED BY:

SHEET NO.: 2 OF 7

DRAWING NO.: MDD202005005

CA

DATE: 12/23/2015

SEAL:



EXPIRES: 12/31/2017

DATE SIGNED: APR 13 2016










Clackamas Fire District #1



June 12th, 2017

Laura Terway
Community Development Director
City of Oregon City
221 Molalla Ave, Suite 200
Oregon City, Or 97045

Dear Laura,

I am writing this letter in response to your request for further clarification to several items in regards to the temporary fire station location on the campus of Clackamas Community College. I will address each one of your concerns as you presented them.

- Clackamas Fire District will provide signs notifying the public of the temporary fire station location both at the new site and the existing location on Molalla Ave. The Fire District will follow the rules regarding these types of signs as set forth by both the City and the County.
- The Beavercreek Rd access point will only be used for responding apparatus. All other vehicles will enter the College either from Hwy 213 or Beavercreek Rd and proceed to the temporary fire station location on Inskeep Dr. The one exception to that will be during construction at the College when Inskeep Dr will be closed. Then all traffic will have to enter in from the Beavercreek Rd location. According to the College this will be temporary, and is estimated at around two weeks.
- The Fire District does not plan on cutting down any trees for this temporary fire station. However, there may be several trees that will need to be pruned to allow for better visibility when entering onto Beavercreek Rd. The Fire District will coordinate and work within the City's rules if any trees are to be removed and/or replaced at the end of this temporary location.
- The Fire District will work with the College and the City to help mitigate any trees that were removed before the Fire District inhabited this location.
- The Fire District will work closely with the City on any changes that will affect the Beavercreek Rd driveway. At this time the only change that is planned is placing a different gate at that location. This gate will be electric and be controlled by a garage door type opener.
- The Fire District has made initial contact with the County when this project first started and they didn't have an issue with what was proposed. I have sent an email today to the County requesting further information and in a formal nature so that it may be forwarded to the City.

- During the temporary housing of the Fire Station, all buildings will be located on existing pavement and no other rock or paving will be required. If such is required, the Fire District will obtain the required permits from the City.
- At the conclusion of this project, the Fire District will be placing an overlay in the area of occupation. The Fire District will obtain all required permits and follow all City guidelines.
- The Fire District intends to leave this site in the same or better condition than when this started. The Fire District will work with the College and the City to mitigate any issues that might have occurred during our stay at this location.

I hope that this gives you a brief summary to what the Fire District will be doing while on this temporary site. The Fire District will follow all City and County regulations and direct our contractor to do the same.

If there is an additional information the City needs in a specific area we would be glad to provide that. If further drawings are needed before this project can start the Fire District is willing to meet whatever requirements the City would need.

Respectfully,

A handwritten signature in black ink, appearing to read "Mike Corless II", with a stylized flourish at the end.

Mike Corless II
Division Chief
Clackamas Fire District #1



City of Oregon City

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

Staff Report

File Number: 17-364

Agenda Date: 6/21/2017

Status: Agenda Ready

To: City Commission

Agenda #: 7c.

From: Community Development Director Laura Terway

File Type: Resolution

SUBJECT:

Resolution No. 17-18: Identification of a Planning Division Review Fee for Temporary Structures on Commercial, Multi-Family, Industrial, and Institutional Properties

RECOMMENDED ACTION (Motion):

Staff recommends approval of Resolution No.17-18 to identify a fee for Planning Division review of temporary structures on commercial, multi-family, industrial, and institutional properties.

BACKGROUND:

Approval of Ordinance No.17-007 will amend the Oregon City Municipal Code to facilitate temporary structures on commercial, multi-family, industrial and institutional properties. Temporary structures may be constructed in accordance with Chapter 17.62.050 of the Oregon City Municipal Code, including but not limited to:

Temporary Structures up to 200 Square Feet -

- Constructed up to six times per year
- In place up to three consecutive days

Temporary Structure Larger than 200 Square Feet -

- Constructed up to two times per year
- Structures up to 800 square feet may be in place for up to 30 consecutive days.
- Structures larger than 800 square feet may be in place for up to 7 consecutive days.

The review process for verifying compliance for temporary structures is identified as Type I Site Plan and Design Review. This Resolution will apply the existing fees for Type I Site Plan and Design Review to the new process of reviewing temporary structures. No change to the fee schedule itself is proposed. A smaller fee would apply for applications proposing temporary structures for a single time period while a larger fee would apply to properties whom would like an option to construct modest sized temporary structures multiple times during the year. The fees reflect an estimation of the time associated with each review.

- A \$75 fee would be utilized for properties proposing temporary structure(s) for a single time period.
- A \$250 fee would be utilized for an annual permit (expiring December 31st) allowing for the construction of temporary structure(s) up to 200 square feet in size, within a specific boundary during multiple time periods.

RESOLUTION NO. 17-18

A RESOLUTION APPLYING THE FEES FOR TYPE I SITE PLAN AND DESIGN REVIEW TO TEMPORARY STRUCTURES.

WHEREAS, Oregon City Municipal Code Section 17.50.290 authorizes the City to adopt by resolution, and revise from time to time, a schedule of fees for applications; and

WHEREAS, the City amended the Oregon City Municipal Code to facilitate temporary structures on commercial, multi-family, industrial and institutional properties; and

WHEREAS, the review process for verifying compliance for temporary structures is identified as Type I Site Plan and Design Review; and

WHEREAS, the City proposes to apply the fees for Site Plan & Design Review - Minor Type I to the review process for temporary structures as described in Exhibit 1; and

WHEREAS, no changes to the fee schedule itself are proposed. Staff costs should include annual adjustment of the fees based on the consumer price index every year to account for inflation; and

WHEREAS, staff relies on revenue from these fees to fund review and administration of applications and the City Commission concludes that the City should recover, to the extent practicable, the actual cost of reviewing the applications.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. This resolution shall take effect on July 21, 2017.

Section 2: The City hereby applies the Site Plan & Design Review – Minor Type I fee to the review process for temporary structures as identified in Ordinance 17-1007.

Approved and adopted at a regular meeting of the City Commission held on the 21st day of June 2017.

DAN HOLLADAY, Mayor

Attested to this 21st day of June 2017:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Exhibits:

1. Fee Explanation
2. Fee Schedule

Exhibit 1: Fee Explanation

The City proposes to apply the fees for Site Plan & Design Review - Minor Type I to the review process for temporary structures as described below. No change to the fee schedule itself is proposed.

Approval of Ordinance 17-007 will amend the Oregon City Municipal Code to facilitate temporary structures on commercial, multi-family, industrial and institutional properties. Temporary structures may be constructed in accordance with Chapter 17.62.050 of the Oregon City Municipal Code, including but not limited to:

Temporary Structures up to 200 Square Feet -

- Constructed up to six times per year
- In place up to three consecutive days

Temporary Structure Larger than 200 Square Feet -

- Constructed up to two times per year
- Structures up to 800 square feet may be in place for up to 30 consecutive days.
- Structures larger than 800 square feet may be in place for up to 7 consecutive days.

The review process for verifying compliance for temporary structures is identified as Type I Site Plan and Design Review. This Resolution will apply the existing fees for Type I Site Plan and Design Review to the new process of reviewing temporary structures. No change to the fee schedule itself is proposed. A smaller fee would apply for applications proposing temporary structures for a single time period while a larger fee would apply to properties whom would like an option to construct modest sized temporary structures multiple times during the year. The fees reflect an estimation of the time associated with each review.

- A \$75 fee would be utilized for properties proposing temporary structure(s) for a single time period.
- A \$250 fee would be utilized for an annual permit (expiring December 31st) allowing for the construction of temporary structure(s) up to 200 square feet in size, within a specific boundary during multiple time periods.

Over-the-Counter Type I Site Plan and Design Review

Allows for the construction of a temporary structure(s) for a single time period.

Permit Name: Over the Counter Type I Site Plan and Design Review

Amount: \$75 for Up to Two Review Items, \$150 for Three or More Review Items (adjusted annually for inflation)

Rationale: The City amended the Oregon City Municipal Code to facilitate temporary structures on commercial, multi-family, industrial and institutional properties. The fee is based on an estimate of the actual cost to review such applications, including an average of 45 minutes administering and reviewing the permit as well as 20 minutes of administrative support processing the associated payment. The fee

applies to a variety of exterior alterations onsite. Due to the time to review the application, the fee doubles if the proposal includes three or more review items.

When Utilized: **The fee would be utilized for properties proposing temporary structure(s) for a single time period.** The fee applies to the process of Type I Site Plan and Design Review for over the counter review. This process is applicable for the following projects, as described in Chapter 17.62.035:

- Addition to or alteration of a legal nonconforming single or two-family dwelling.
- Repaving of previously approved parking lots with no change to striping.
- Replacement of exterior building materials.
- New or changes to an existing shared parking agreements.
- New or changes to existing bicycle parking.
- New or changes to existing landscaping that do not require stormwater treatment.
- New or changes to existing pedestrian accessways, walkways or plazas.
- New or changes to existing exterior mechanical equipment.
- New or changes to existing ADA accessibility elements.
- New or changes to an existing fence, hedge, or wall at least 20 feet away from a public right-of-way.
- New or changes to outdoor lighting.
- Addition or alteration to transparency, including but not limited to windows and doors.
- Addition or alteration of parapets or rooflines.
- Removal, replacement or addition of awnings, or architectural projections to existing structures.
- Modification of building entrances.
- Addition, modification, or relocation of refuse enclosure.
- Temporary structure(s), excluding mobile vendors, for a single time period.

Extended Review Type I Site Plan and Design Review –

Allows for the construction of a temporary structure(s) up to 200 square feet in size, within a specific boundary during multiple time periods over a calendar year.

Permit Name: Extended Review Type I Site Plan and Design Review

Amount: \$250 for Each Item Reviewed (adjusted annually for inflation)

Rationale: The City amended the Oregon City Municipal Code to facilitate temporary structures on commercial, multi-family, industrial and institutional properties. The fee is based on an estimate of the actual cost to review such applications, including an average of 4 hours administering and reviewing the permit as well as 20 minutes of administrative support processing the associated payment.

When Utilized: **The fee would be utilized for an annual permit (expiring December 31st) allowing for the construction of temporary structure(s) up to 200 square feet in size, within a specific boundary during multiple time periods.** The fee applies to the process of Type I Site Plan and Design Review for extended review. This process is applicable for the following projects, as described in Chapter 17.62.035:

- Addition or removal of up to 200 square feet to a commercial, institutional, or multifamily structure in which no increases are required to off-street parking. This includes a new ancillary structure, addition to an existing structure, or new interior space (excluding new drive thru). Increases of more than 200 square feet in a 12-month period shall be processed as Type II.
- Addition or removal of up to 1,000 square feet to an industrial use in which no increases are required to off-street parking. This includes a new ancillary structure, addition to an existing structure, or new interior space (excluding ancillary retail and office). Increases of more than 1000 square feet in a 12-month period shall be processed as Type II.

- Change to parking lot circulation or layout, excluding driveway modifications.
- Removal or relocation of vehicle parking stalls provided total parking remains between approved minimum and maximum with no new reductions other than through the downtown parking district.
- Temporary structure(s) up to 200 square feet in size, excluding mobile vendors, within a specific boundary during multiple time periods.

These fees will be adjusted annually based on the CPI-W for Portland, Oregon. Adjusted fees will be rounded to the nearest dollar.

2017 PLANNING FEE SCHEDULE

(Effective January 1, 2017)

All fees are subject to change by Resolution of the City Commission.

The applicant is responsible for paying the application fee in effect at the time the **formal application** is submitted.

APPLICATION TYPE	FILING FEE
Appeal - Administrative (includes SDC appeal)	\$250
Appeal - Historic Review Board	\$50
Appeal - PC Decision	\$3,488 plus actual City Attorney fees
Annexation Application	\$4,342
Annexation Metro Mapping (UOM is Acre)	< 1 = \$150 1 - 5 = \$250 5.1 - 40 = \$300 > 40 = \$400
Election Deposit	\$3,128
Amendment to Comp Plan	\$4,410
Code Interpretation / Similar Use	\$1,048
Conditional Use	\$3,791
Expedited Land Division	\$4,136 plus \$414 per lot
Extension (Land Use Permit)	\$675
Floodplain (Flood Mngmt Overlay Dist) Review (Type II)	no charge
Geologic Hazards Review	\$869
Geotechnical Review - High Water Table	\$595
Historic Review - Remodel	\$50
Historic Review - New Construction	\$50 plus 2.5% of construction cost max = \$1,000
Historic Review - Demolition	< 1,000 sf = \$276 > 1,000 sf = \$688
Lot Line Adjustment	\$1,159
Mailing Labels	\$16
Master Plan / Concept Plan	\$6,892
Master Plan / Concept Plan (Amendment)	Type I = \$688 Type II = \$2,068 Type III = \$3,445
Modifications	50% of current app. fee for app. being modified
Minor Partition	\$3,956
Non-Conforming Use (Type I)	See Public Records Request Form
Non-Conforming Use/Compatibility Review (Type II)	\$827
Parking Adjustment (Type III)	\$949
Pre-Application Conference	minor = \$551 major = \$1,068
Public Improvement Modification	\$355
Plan Review of Building Permit - Residential	\$76
Plan Review of Building Permit - Commercial	.1% bldg. permit value min = \$138 max = \$3,460
Sign Permit	\$175 plus 5% of sign construction cost
Temporary Banner Permit	\$51
Annual Right-of-Way Permit for Signage	\$174 or \$87 if submitted after June 30th
A-Frame Sign Permit within the Right-of-Way	\$51
Cross Street Banner within Right-of-Way Permit	\$66 Hwy 99E / Pedestrian Bridge \$213 Molalla Avenue at Beverly Drive
Street Light Banner within the Right-of-Way Permit	\$20 per banner
Sign Variance	\$1,268
Site Plan & Design Review - Minor Type I Over the Counter	up to 2 review items = \$75 3 or more review items = \$150
Site Plan & Design Review - Minor Type I Extended Review	\$250 per review
Site Plan & Design Review - Minor Type II	\$827
Site Plan & Design Review / Detailed Master Plan	
- less than \$500,000	\$2,068 plus 0.007 X project cost
- \$500,000 to \$3,000,000	\$3,445 plus 0.005 X project cost
- over \$3,000,000	\$11,718 plus 0.003 X project cost max fee = \$54,964
Subdivision	\$4,136 plus \$344 per lot
Transportation Analysis Letter	\$469
Tree Replacement/Mitigation Fee	\$309 per tree
Variance (Administrative)	\$1,344
Variance (Hearing)	\$2,496
Natural Resource Review	
- Type I for Single/Two Family Lot	\$211
- Type I for Non-Single/Two Family Lot	\$421
- Type II or III for Single/Two Family Lot	\$979
- Type II or III for Non-Single/Two Family Lot	\$1,959
Willamette Greenway (Type II)	no charge
Willamette Greenway (Type III)	\$1,529
Zone Change / Text Amendment	\$2,798

**2017 TRAFFIC IMPACT ANALYSIS (TIA) AND TRANSPORTATION ANALYSIS LETTER (TAL)
FEE STRUCTURE**

Land Use	Base Fee ¹	Large Study Area or Location near or Along Key Corridor ²	Conditional Use, Zone Change, or Master Plan ³	Meetings ⁴ Cost/Hr
Residential				
0-50 units	\$1,092	\$682	\$2,046	\$136
50+ units	\$1,365			
Non-residential				
<50K ft ²	\$2,729	\$682	\$2,046	\$136
50 to 100K ft ²	\$3,411			
>100K ft ²	\$4,093			
Transportation Analysis Letter (TAL): \$469				
Notes: 1. Covers initial review. Each time supplemental information is submitted for review in association with a particular land use application, a supplemental review fee will be assessed at 50 percent of the base fee. 2. Applies to study areas including more than three intersections/accesses and/or development located near or along congested corridors. 3. Applies to developments involving a conditional use or zone change, or master plan. 4. Charged on a time and material basis including travel and attendance time for pre-application meetings, site visits, planning commission meetings, and other meetings called by applicant or City staff to review issues associated with the development.				



City of Oregon City

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

Staff Report

File Number: PC 17-072

Agenda Date: 6/21/2017

Status: Agenda Ready

To: City Commission

Agenda #: 7d.

From: Community Development Director Laura Terway

File Type: Planning Item

SUBJECT:

Willamette Falls Legacy Project Governance Intergovernmental Agreement (IGA) with the State of Oregon, through the Oregon Parks and Recreation Department, Clackamas County, Metro, and the City of Oregon City

RECOMMENDED ACTION (Motion):

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

BACKGROUND:

The Willamette Falls Legacy Project Partners Group recognize the need to create a decision-making and organizational structure among the public entities so that (a) the parties can deliver unified direction and messages to outside parties, (b) the Legacy Project is a model of fiscal discipline, efficiency and accountability, (c) the parties have clarity on scope, schedule and budget for all aspects of the Legacy Project, and (d) the parties can effectively collaborate with the Owner, PGE, and other third parties. The parties entered into the first Intergovernmental Agreement on July 7, 2016 (the Original Governance IGA). As the current IGA will be expiring at the end of the month and the project is entering a new phase, the Willamette Falls Legacy Project Partners Group, at their May 17, 2017 meeting, moved to forward the enclosed updated Intergovernmental agreement (IGA) to their respected Commissions/Councils for adoption. The proposed IGA expires in 2023 and was presented and discussed at the June 13, 2017 City Commission work session and generally includes the following differences from the previous IGA:

- The governance structure has been updated to reflect the design and construction of the Phase 1 of the riverwalk. The structure recognizes that Metro is held accountable for utilizing the project funding and acknowledges them as the lead during the final design and construction phase.
- The working groups are removed to allow collaborative adhoc groups to form as needed.
- The project budget and staffing for 2017-2019.
- The concept design for the riverwalk and Phase 1 are included as attachments to the agreement.

The proposed IGA supports completion of Phase 1 of the riverwalk on time and on budget.

**Amended and Restated
INTERGOVERNMENTAL AGREEMENT
Willamette Falls Legacy Project**

This AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and among the State of Oregon, through its Portland Metro Regional Solutions Office and its Parks and Recreation Department (the “State”), Clackamas County (the “County”), the City of Oregon City (the “City”) and Metro (“Metro”) (each a “party” and collectively, the “parties”), effective as of the last date of signature below (the “Effective Date”).

RECITALS

A. In February 2011, the former Blue Heron Paper Company located at 419/427 Main Street, Oregon City, Oregon (the “Property”) entered Chapter 7 bankruptcy, resulting in the loss of skilled jobs and leaving the mill property vacant, under the control of a bankruptcy trustee.

B. The parties began investigating the Property due to its proximity to Willamette Falls, a natural, cultural and historic wonder, and conducted environmental, structural, and historical analyses to better understand the Property, including the potential for public access to Willamette Falls and future redevelopment.

C. With the cooperation and contributions of the bankruptcy trustee, the parties commenced a land use master plan and rezoning effort, guided by four core values endorsed by the parties: public access, historic and cultural interpretation, economic redevelopment, and healthy habitat (the “Four Core Values”).

D. On July 29, 2013, the governor signed Senate Bill 5506 (“SB 5506”), and on August 14, 2013, signed Senate Bill 5533, together authorizing the sale of lottery-backed bonds to provide \$5 million for a public access project to Willamette Falls, so long as certain conditions set forth in SB 5506 were met (the “\$5M of State Funds”).

E. In May 2014, Falls Legacy, LLC, a Washington limited liability company (the “Owner”) purchased the Property from the bankruptcy trustee, and submitted the land use master plan and rezone application developed by the parties to the City, which was adopted in September 2014 as Master Plan CP 14-02, Zone Change and Text Amendment ZC 14-03, and Comprehensive Plan Amendment PZ 14-01.

F. On September 26, 2014, the parties entered into a Memorandum of Understanding (the “MOU”) regarding the former Blue Heron Paper Company property, documenting the parties’ shared commitment to the Four Core Values and to design and construction of public open space(s) and parkway on the Property with unobstructed views of the Willamette River and Willamette Falls (the “Riverwalk”).

G. On December 11, 2014, Portland General Electric Company (“PGE”) donated an option to Metro allowing Metro to acquire an easement over PGE property adjacent to Willamette Falls (the “PGE Option”), which PGE Option and future easement will allow design and construction of the Riverwalk, which may include a viewpoint of Willamette Falls on property owned by PGE.

H. On December 15, 2014, the Owner donated an easement to Metro, recorded in the Clackamas County Official Records as Document No. 2014-064826, to facilitate the design and construction of the Riverwalk on the Property (the “Easement”).

I. On December 29, 2014, the governor determined that the conditions of SB 5506 had been met, and the State of Oregon Parks and Recreation Department provided the \$5M of State Funds to Metro in accordance with an Intergovernmental Agreement between Metro and the State (Agreement No. 7554), dated June 1, 2015, which was amended by a First Amendment to Intergovernmental Agreement, dated May 26, 2017.

J. On May 29, 2015, Metro issued a Notice of Intent to Award for RFP 2903 selecting the design team of Mayer/Reed, Snøhetta, and DIALOG for design of the Willamette Falls Riverwalk, and has subsequently entered into two Professional Services Contracts with Snøhetta, the first dated February 11, 2016 and a second dated January 30, 2017, for the design of the Riverwalk.

K. On August 12, 2015, the governor signed House Bill 5030 and Senate Bill 5507 approving an additional \$7.5 million of State funding for the Riverwalk, and the State of Oregon Parks and Recreation Department is currently negotiating an agreement to transfer the \$7.5 million of State funds to Metro.

L. On September 24, 2015, the Metro Council awarded the City and the County a Community Planning and Development Grant (the “CPDG”) to conduct development opportunity studies on the Property.

M. With the award of the CPDG, the parties’ efforts now include more than the Riverwalk, working to address, among other things, potential future open space and connections to the Property and infrastructure and economic development needs for the Property (the “Willamette Falls Legacy Project” or simply, the “Legacy Project”).

N. On May 20, 2016, the federal Environmental Protection Agency awarded Metro, the County, and the City a \$600,000 Coalition Assessment Grant for the McLoughlin Corridor, which funds are to be used, in part, to further assess the environmental condition of the Property.

O. On October 27, 2016, Metro and the City entered into an interim agreement with Rediscover the Falls to assist the nonprofit “friends” group in building capacity to create enduring public interest in the Riverwalk, and since this time, Rediscover the Falls has been actively and successfully fundraising on behalf of the Riverwalk.

P. On April 11, 2017, Metro submitted a request to the U.S. Army Corps of Engineers to initiate review under Section 106 of the National Historic Preservation Act of the Riverwalk.

Q. On May 17, 2017, the Partners approved the Riverwalk design and a phase one Riverwalk project that provides a prominent view of the falls from the southwest portion of the site as well as demolition and site preparation within portions of the Riverwalk (“Phase 1 Project”); and as depicted in the Riverwalk design presentation.

R. The parties recognize the need to create a decision-making and organizational structure among the public entities so that (a) the parties can deliver unified direction and messages to outside parties, (b) the Legacy Project is a model of fiscal discipline, efficiency and accountability, (c) the parties have clarity on scope, schedule and budget for all aspects of the Legacy Project, and (d) the parties can effectively collaborate with the Owner, PGE, and other third parties, and to this end, the parties entered into the first Intergovernmental Agreement on July 7, 2016 (the “Original Governance IGA”).

S. Under the authority of ORS 190.010 and ORS 190.110, the parties now desire to enter into this Agreement for the purpose of amending and restating the Original Governance IGA, in order to, among other things, update the governance structure needed for the Legacy Project during design and construction of the Phase 1 Project, on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties agree as follows:

AGREEMENTS

1. Restatement; Term. The Original Governance IGA is amended and restated in its entirety as set forth in this Agreement. The term of this Agreement shall commence on the Effective Date and expire on June 30, 2023, unless amended and extended by written agreement of the parties.

2. Definitions. In addition to the definitions set forth in the Recitals, above, capitalized terms used in this Agreement shall have the definitions set forth in this Section 2, below.

2.1 Legacy Project. The Willamette Falls Legacy Project as defined in Recital M, above, which as of the Effective Date, includes the following sub-components or sub-projects: the Riverwalk, Phase 1 Project, and economic development.

2.2 Legacy Project Budget. The budget for the Legacy Project compiled by the Legacy Project Manager and approved by the Partners Group showing sources and uses of all Legacy Project funds, to be updated from time to time. The Legacy Project Budget approved and authorized by the parties as of the Effective Date is attached as Exhibit A.

2.3 Legacy Project Milestones. Key decision points for the Legacy Project, as determined by the TAC, including design milestones for the Riverwalk.

2.4 Legacy Project Manager. Staff person employed by Metro to be the project manager for the Legacy Project.

2.5 Partners Group. The advisory governing body for the Legacy Project, comprised of two (2) elected officials and the chief administrator from each of Metro, the County and the City, and two (2) elected officials and high-level staff from the State, as set forth on the attached Exhibit B.

2.6 TAC. The Technical Advisory Committee for the Legacy Project, comprised of non-elected staff from each of the parties and that reports to the Partners Group, as described further in Section 4, below.

3. Authority

3.1 ***Reservation of Regulatory and Legislative Authority.*** Each party expressly reserves its regulatory and legislative authority with respect to the Legacy Project and the Property, including, for example, the City's regulatory authority over land use approvals, the State's authority over submerged lands, and each party's legislative authority to appropriate funds.

3.2 ***Legacy Project Budget; Appropriation of Funds.*** As of the Effective Date, each party represents that it has appropriated or received the funds set forth on the Legacy Project Budget for such party, for the fiscal year(s) covered by such party's appropriation. Each party represents that it has authorized use during such fiscal year(s) of the appropriated funds in accordance with the Legacy Project Budget and this Agreement. The Legacy Project Budget may be revised from time to time by the Partners Group, within the amounts appropriated by the parties in their individual capacities. Spending in future fiscal years is subject to appropriation by each party's governing body, in such body's sole legislative discretion, and this Agreement may be amended by the parties to reflect such future budget approvals. All spending under this Agreement is subject to audit.

3.3 ***Delegation of Administrative Authority.*** The work of the Legacy Project and its participants is advisory, structured such that the Partners Group can make unified recommendations to each of the governing bodies of the parties. In addition, upon approval of this Agreement by a party, that party's staff and elected representatives that participate in the Legacy Project, including the Partners Group or the TAC shall have the authority to fully participate in the Legacy Project and to make non-legislative or administrative decisions on behalf of such party in accordance with this Agreement.

3.4 ***Staff Participation.*** The parties intend that staff participating in the Legacy Project and the various project groups will work on behalf of the best interests of the Legacy Project, representing not only the best interests of their employer but also of the Legacy Project itself. In that manner, staff will freely communicate and share information with other agency staff and generally support each other with respect to the Legacy Project.

Notwithstanding the foregoing, finance and legal staff participating in the Legacy Project and in the various project groups represent solely their employers, as they owe a professional duty of loyalty and a fiduciary duty solely to their respective agencies.

4. TAC

4.1 **Membership.** Each party shall designate two (2) representatives of such party to attend the TAC meetings and shall send alternate(s) if one or both designated representatives are unable to attend or participate by telephone.

4.2 **Meetings.** The TAC meets biweekly, or as otherwise agreed upon by the TAC, and shall keep minutes documenting its consideration and approval of any items. Items requiring TAC approval shall be emailed to the TAC at least two (2) business days in advance of the TAC meeting so that any party can be sure to send a representative or call into the meeting when that party desires to weigh in on a Legacy Project decision. Any member of the TAC can call an emergency meeting of the TAC by notification to the Legacy Project Manager, who will use best efforts to schedule a meeting as soon as practical. Parties shall use best efforts to participate in emergency meetings of the TAC.

4.3 **Work.** Except with regard to the Phase 1 Project, as set forth in Section 10, below, the TAC shall consider for approval individual contracts, scopes of work, requests for proposals or bids, budgets, contract modifications, Legacy Project Milestones, responses to significant external opportunities or threats, and decisions whether to recommend future intergovernmental agreements among the parties to the Partners Group or to pursue grant or funding opportunities. The TAC shall prepare the agenda of the Partners Group. The specific work of the TAC and the party responsible for such work is set forth on Exhibit C. The TAC may create subcommittees to complete the work of the TAC, as the TAC deems necessary.

4.4 **Decisions.** Decisions of the TAC will be noted in the minutes for the TAC meeting. Should a TAC member disagree with a TAC decision, he or she may express such disagreement at the TAC meeting. If the TAC is unable to resolve the issue, the TAC member may elect to put it on the agenda for consideration at the next Partners Group meeting (as further described in Section 5.2 and Section 7.2, below).

4.5 **Communication.** Members of the TAC shall have the responsibility to communicate with their representatives on the Partners Group in between Partners Group meetings and with regard to agendas of the TAC and the Partners Group, to ensure each party is internally apprised of Legacy Project direction, as each party deems necessary.

4.6 **Finance Oversight Subcommittee.** The TAC shall create a Finance Oversight Subcommittee made up of at least one member from each party. The Finance Oversight Subcommittee shall provide advice and direction on the Legacy Project Budget and expenditures of the Legacy Project. The subcommittee will design a financial reporting format and meet with the Legacy Project Manager quarterly to review reports.

5. Partners Group

5.1 The Partners Group meets quarterly, or as otherwise agreed upon by the Partners Group or the TAC, and shall keep minutes. Without objection from any member of the Partners Group at a Partners Group meeting, matters considered by the Partners Group for approval will be deemed approved and so noted in the minutes. The Partners Group is considered a public body in accordance with Oregon Public Meeting Law, providing recommendations and advice to each of the parties' governing bodies. The Partners Group may adopt procedures, as deemed necessary by the Partners Group, for orderly conduct of its meetings.

5.2 Except with regard to the Phase 1 Project, as set forth in Section 10, below, the Partners Group sets policy direction for the Legacy Project, approves Legacy Project Milestones and the Legacy Project Budget on a quarterly basis, sets direction in response to significant threats or opportunities (as determined by the TAC), recommends future intergovernmental agreements among the parties (to be approved by each party's governing body, if required), and makes recommendations that involve any material trade-offs among the Four Core Values. In addition, the Partners Group shall consider decisions that lack consensus at the TAC if added to the Partners Group agenda by a member of the TAC (as described in Section 4.4, above).

5.3 Members of the Partners Group shall communicate with their respective agency or government to ensure each party is apprised of Legacy Project direction and to ensure any decisions of the Legacy Project that require approval of such party's governing body are brought to the party's governing body for consideration.

6. Legacy Project Manager

6.1 The Legacy Project Manager will manage the Legacy Project by, among other things, coordinating the work of the TAC, and collaborating with PGE, the Owner, Rediscover the Falls, and other third parties. The Legacy Project Manager shall track the Legacy Project Budget and provide reporting on the Legacy Project Budget to the TAC and the Partners Group. The Legacy Project Manager may request that a party lead a portion of the work of the TAC, with the approval of such party.

6.2 The Legacy Project Manager has day-to-day management authority of the Legacy Project in order to lead the Legacy Project forward consistent with the approvals provided by the Partners Group and the TAC, and consistent with the Legacy Project Budget. The Legacy Project Manager shall have the authority to approve *de minimus* changes to scopes of work or spending within the Legacy Project Budget (including contingencies), without the need for further consideration at the TAC or by the Partners Group; provided that the Legacy Project Manager shall keep the TAC apprised if multiple *de minimus* changes may have a cumulative impact on the Legacy Project.

7. Project Decision-making

7.1 **Consensus.** Decision-making for the Legacy Project at the TAC and Partners Group shall be by consensus. Consensus is defined as the point where all parties agree on an option with which they are willing to move forward, and includes the opportunity for a party to express reservations or dissent while nevertheless agreeing to allow the Legacy Project to move forward. Each party, by signing onto this Agreement, commits its confidences to the Legacy Project's decision-making structure, recognizing this project structure and the collaboration it represents among the parties as the Legacy Project's best chance for success.

7.2 Protocols for Disagreement.

7.2.1. If there is no consensus at the TAC level, the majority decision of the TAC shall be deemed the decision of the TAC, unless a member of the TAC elects within three (3) days of the TAC meeting at which the decision was made, to place the decision on the next Partners Group meeting agenda. This will ensure that decisions made at the TAC level can be relied upon to move the Legacy Project forward.

7.2.2. If there is no consensus on a decision at the Partners Group (whether or not such decision is brought to the Partners Group by a member of the TAC, in accordance with Section 7.2.1, above), the Partners Group will provide direction and recommendations to the TAC for discussion and consideration of the issue.

7.2.3. After discussion of the issue at the TAC, taking into account the direction and recommendations of the Partners Group, the decision will be considered at the next Partners Group meeting. The members of the Partners Group shall strive to make a decision to keep the Legacy Project moving forward. At this stage of disagreement, on matters that are critical to long-term operations and maintenance of the Riverwalk, any parties that are identified as a future owner in accordance with Section 9, below, shall be given deference. Any resolution or conclusion in this circumstance that lacks consensus at the Partners Group will not bind the dissenting party.

7.2.4. If the need for a decision is urgent, the Legacy Project Manager may set emergency meetings of both the TAC and the Partners Group. The parties shall use best efforts to attend any emergency meetings.

8. General Obligations the Parties Regarding the Legacy Project Work

8.1 **Reporting Expenditures.** Parties shall report all expenditures to the Legacy Project Manager, including copies of invoices and any reasonable supporting documentation. The Legacy Project Manager shall provide a quarterly report on the Legacy Project Budget and expenditures to the TAC and the Partners Group to ensure that the Project is remaining coordinated and on budget.

8.2 **Contracts.** Parties shall notify the Legacy Project Manager of all draft contracts that such party is considering entering into with third parties and that are related to the Legacy Project. If requested by the Legacy Project Manager, a party shall provide copies of the

draft contract and scope of work to the Legacy Project Manager, with reasonable opportunity for comment and review. If requested by the Legacy Project Manager, prior to executing a contract related to the Legacy Project, a party shall have obtained approval from the TAC of the contract's scope, schedule, budget, workplan, and deliverables.

8.3 ***Participation.*** The parties shall participate meaningfully in all Legacy Project groups, and respect the roles and responsibilities assigned to each Partner in such participation.

8.4 ***Staff Contributions; Tracking of Staff Expenditures.*** The parties shall provide key contributions of staff to lead and/or participate in the work of the TAC, as set forth in the attached Exhibit D. Each party shall track staff expenditures for match, and report staff expenditures on the Legacy Project to the Legacy Project Manager, as requested by the Legacy Project Manager; provided, however, that it is understood and agreed that, unless otherwise specifically agreed to by the Partners Group, that staff resources, time and contributions shall be deemed "in-kind" contributions to the Project, and no party shall charge time or seek to recover expenses from the Project.

8.5 ***Communication Protocols.*** All publicity and strategic communications for the Legacy Project will be coordinated through the TAC, so that the parties can deliver unified direction and messages to outside parties. Each party commits to working within Legacy Project channels and the structure set forth in this Agreement, especially with respect to any potential conflicts, disagreements, external events, or pressures. The parties shall consult with each other first, prior to outreach to third parties, at emergency TAC or Partners Group meetings, as necessary. The parties commit to attendance at emergency meetings.

9. ***Future Riverwalk Owner.*** The parties understand and agree that it is highly unusual to advance a project through construction without identifying the entity or entities that will own or operate the Riverwalk. The parties commit to developing and participating in a process to identify a future owner and shall strive to identify the owner(s) and operator(s) of the Riverwalk prior to submittal of application(s) for demolition or building permits, whichever is sooner. If the entity or entities that will own or operate the Riverwalk are not a party to this Agreement or if the future owner(s) desire additional decisionmaking rights regarding the Phase 1 Project, the parties will amend this Agreement appropriately and enter into a separate agreement with the owner or operator, as necessary. The prospective owner(s) will be considered "identified" when they have committed to the Partners Group to take responsibility for future operations, maintenance and security of the Riverwalk. An entity's commitment to ownership and/or operation to the Partners Group should be in the form of a resolution adopted by the entity's governing body.

10. ***The Phase 1 Project.*** The parties acknowledge that Metro has voluntarily assumed the risk associated with constructing the Phase 1 Project. In acknowledgment of the financial, staffing, and scheduling complexity and risk that Metro is assuming, the parties agree that following the Partners Group's approval of the Riverwalk design and the Phase 1 Project, Metro shall have sole authority and is granted discretion to implement the design and construct the Phase 1 Project, including project permitting, planning, construction contracting, and construction. In implementing the design, Metro is authorized to make all project related

decisions, including those associated with value engineering, contracting, scheduling, budgeting, project feasibility, staffing, collaboration with third parties (including the Owner and PGE), permitting, conditions of approval, and other decisions that may affect the design or construction of the Phase 1 Project. Metro's decisions regarding implementation of the design and construction of the Phase 1 Project are not subject to review under the terms of this Agreement, expressly reserving each parties' regulatory authority as set forth in Section 3.1, above. Metro agrees to use reasonable efforts to construct the Phase 1 Project, but Metro shall not be required to defend nor prosecute any appeals and shall use its sole discretion to determine whether construction of the Phase 1 Project is worth pursuing in the event of any appeals, permit denials, or the discovery of currently unknown conditions. Metro shall use its best efforts to inform the other parties of significant construction decisions, to obtain input from the TAC, the Partners Group, and any potential future owner on such matters, and to keep the parties updated and engaged on the Phase 1 Project. Future phases of the Riverwalk shall be subject to the terms and conditions of this Agreement and not this Section 10.

11. Miscellaneous

11.1 ***Waiver of Liability.*** Each party assumes all risks arising out of such party's participation in the Legacy Project, including with respect to the condition of the Property, and no party shall be liable to another for such risks, except to the extent caused by a party's gross negligence or willful misconduct.

11.2 ***Indemnity.*** Each party shall hold harmless and indemnify the other parties, and their agents and employees, against any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim arising out of the indemnifying party's work and actions under this Agreement within the maximum liability limits set forth under the Oregon Tort Claims Act and Oregon Constitution.

11.3 ***Termination.*** A party may terminate this Agreement at any time as to such party with thirty (30) days prior written notice to the other parties, if the terminating party believes, or has reason to believe, that funding sufficient to comply with this Agreement will not be made available to the terminating party by the terminating party's governing body. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

11.4 ***Laws of Oregon; Compliance with Laws.*** The laws of the State of Oregon shall govern this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All activities of a party under this Agreement shall be in compliance with all applicable laws, statutes, ordinances, rules, regulations, and requirements of any governmental authority, including all applicable provisions of ORS chapters 279A, 279B, and 279C.

11.5 ***Maintenance of Records.*** The parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document their performance. Each party acknowledges and agrees that it shall retain such documents for a period of three (3) years after termination of this Agreement, or

such longer period as may be required by applicable law. In the event of any audit, controversy, or litigation arising out of or related to this Agreement, the parties shall retain such documents until the conclusion thereof.

11.6 ***Relationship of Parties.*** Each of the parties hereto is deemed an independent contractor for purposes of this Agreement. No representative, agent, employee, or contractor of one party shall be deemed to be an employee, agent or contractor of any other party for any purpose. Nothing herein is intended, nor may it be construed, to create among the parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each party hereby disclaims any such relationship.

11.7 ***Preservation of Privileges; Public Records.*** The parties acknowledge and agree that a primary purpose of this Agreement is to encourage frank communication and close collaboration among the parties for the maximum benefit of the Legacy Project, preliminary to any final action by the parties' governing bodies. The parties will disclose and transmit information to one another regarding possible direction for the Legacy Project and possible real estate transaction(s) with the Owner or third parties. The parties intend to preserve all rights under Oregon Public Records law, including, without limitation, exemptions related to internal advisory communications under ORS 192.502(1) and related to sharing of information regarding a potential real property negotiation under ORS 192.502(9)(a), the disclosure of which is restricted under ORS 192.660(2)(e). The parties intend by this section to protect from disclosure all Legacy Project information exchanged between any parties, or between any party and a consultant hired by a party for the Legacy Project, to the greatest extent permitted by law, regarding less whether the exchange occurred before execution of this Agreement and regardless of whether the writing or the document is marked "Confidential."

11.8 ***No Third-Party Beneficiary.*** This Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

11.9 ***Assignment.*** No party may assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other parties.

11.10 ***Entire Agreement; Prior Agreements.*** This Agreement constitutes the entire agreement among the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. To the extent this Agreement contradicts the MOU, this Agreement governs.

11.11 ***Modification; Waiver.*** No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification, or change of terms of this Agreement will bind any party unless in writing and signed by the parties. The failure of a party to enforce any provision of this Agreement will not constitute a waiver by a party of that or any other provision.

11.12 ***Authority***. The representatives signing on behalf of the parties certify they are duly authorized by the party for whom they sign to make this Agreement.

11.13 ***Counterparts***. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF OREGON CITY

METRO

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

CLACKAMAS COUNTY

STATE OF OREGON, through its Parks
and Recreation Department

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

STATE OF OREGON, through its
Portland Metro Regional Solutions
Office

Name: _____
Title: _____
Date: _____

Exhibit A: Legacy Project Budget
Exhibit B: Partners Group
Exhibit C: TAC Work
Exhibit D: Staffing Commitments

WILLAMETTE FALLS LEGACY PROJECT SOURCES AND USES
FY 2017-2018 THROUGH FY 2018-2019

EXHIBIT A
PAGE 1 OF 2

USES Contracts or Work Scopes	FY 17/18 - 18/19 Budget	SOURCES																													
		State		Metro							Oregon City												RTF		Falls Legacy LLC						
		Lottery Bonds		NA Bond		General Fund		EPA Grant	Ec Dev Budget		CPDG Grant		NA Local Share		NIN Grant	Urban Renewal/ED		General Fund		Public Works		Park SDCs		Fundraising		CPDG Grant Match		Easement			
		FY 17/18	FY 18/19	FY 17/18	FY 18/19	FY 17/18	FY 18/19	FY 17/18	FY 17/18	FY 18/19	FY 17/18	FY 18/19	FY 17/18	FY 18/19	FY 17/18	FY 17/18	FY 18/19	FY 17/18	FY 18/19	FY 17/18	FY 18/19	FY 17/18	FY 18/19	FY 17/18	FY 18/19	FY 17/18	FY 18/19	FY 17/18	FY 18/19		
WFLP TAC																															
Friends Group	\$200,000					\$50,000				\$50,000								\$50,000	\$50,000												
Federal and State Lobbying	\$0																														
Communications	\$210,000			\$100,000	\$100,000													\$5,000	\$5,000												
Unallocated	\$15,000																		\$15,000												
Subtotal	\$425,000	\$0	\$0	\$100,000	\$100,000	\$50,000	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,000	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RIVERWALK																															
Construction Drawings	\$2,148,514	\$250,000		\$412,536									\$200,000					\$27,500		\$65,000		\$85,804	\$64,196	\$1,043,478							
Site Survey	\$100,000			\$100,000																											
Archeological Support	\$160,000			\$100,000	\$50,000													\$10,000													
Cost Estimating	\$55,000			\$55,000																											
Bidding	\$72,000			\$36,000	\$36,000																										
Construction Contingency	\$1,113,750	\$150,000	\$963,750																												
Technical Studies	\$142,823			\$120,323														\$22,500													
Operations and Maintenance Plan																					\$100,000										
Pre-Const. Habitat Restoration	\$17,500			\$17,500																											
Brownfield Remediation Plan	\$300,000			\$100,000				\$200,000																							
Materials and Supplies	\$32,000			\$12,000															\$20,000												
Permitting	\$225,000	\$200,000		\$25,000																											
Construction	\$9,082,772	\$400,000	\$5,461,250																\$35,000		\$30,000					\$2,956,522			\$100,000	\$100,000	
Staffing: PM	\$600,000			\$300,000	\$300,000																										
Staffing: Communications	\$208,000			\$104,000	\$104,000																										
Staffing: Oregon City	\$0																														
Owner Contingency	\$704,740			\$364,196	\$340,544																										
Subtotal	\$14,962,099	\$1,000,000	\$6,425,000	\$1,746,555	\$830,544	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$60,000	\$55,000	\$65,000	\$30,000	\$185,804	\$64,196	\$1,043,478	\$2,956,522	\$0	\$0	\$100,000	\$100,000		
INFRASTRUCTURE																															
99E Tunnel Improvements	\$250,000																			\$125,000	\$125,000										
Railroad Ave ROW Acquisition	\$41,300																			\$41,300											
Development Strategy	\$611,300											\$215,000														\$396,300					
McLoughlin-Canemah Trail Plan	\$30,000													\$25,000				\$5,000													
Staff: Development Strategy Lead	\$80,000											\$80,000																			
Unallocated Funds/Contingency	\$85,000								\$50,000							\$25,000		\$10,000													
Subtotal	\$1,097,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$295,000	\$0	\$0	\$0		\$25,000	\$0	\$15,000	\$0	\$166,300	\$125,000	\$0	\$0	\$0	\$0	\$396,300	\$0	\$0	\$0	\$0	
ECONOMIC DEVELOPMENT																															
Ec Dev Staff Contract	\$50,000								\$50,000																						
Subtotal	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0				\$0			\$0	\$0	\$0	\$0	\$0	\$0	
Grand Total	\$16,534,699	\$1,000,000	\$6,425,000	\$1,846,555	\$930,544	\$50,000	\$0	\$200,000	\$150,000	\$0	\$295,000	\$0	\$200,000	\$0		\$25,000	\$0	\$130,000	\$125,000	\$231,300	\$155,000	\$185,804	\$64,196	\$1,043,478	\$2,956,522	\$396,300	\$0	\$100,000	\$100,000		
		\$7,425,000							\$150,000		\$1,411,300												\$4,000,000		\$596,300						
NOTES: Budget reflects carryover from the previous budget period as well as new allocation. New sources such as grants and unanticipated fundraising will be reflected in future budget updates.																															

WILLAMETTE FALLS RIVERWALK UPDATED PROJECT FUNDING
CONCEPT DESIGN & PHASE I PROJECT

Project Sources	Metro NA Bond	Metro Gen. Fnd.	State Bond	State Bond	Falls Legacy	Tourism Grant	Oregon City	Fundraising	Total
Total Funds	\$ 5,000,000	\$ 100,000	\$ 5,000,000	\$ 7,500,000	\$ 400,000	\$ 53,622	\$ 1,245,581	\$ 5,912,939	\$ 25,212,142
Spent to Date	\$ 1,173,148	\$ 50,000	\$ 0	\$ 0	\$ 200,000	\$ 53,622	\$ 643,081	\$ 0	\$ 2,119,851
Available	\$ 3,826,852	\$ 50,000	\$ 5,000,000	\$ 7,500,000	\$ 200,000	\$ 0	\$ 602,500	\$ 5,912,939	\$ 23,092,291
Unallocated	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

--

Project Budget	Metro NA Bond	Metro Gen. Fnd.	State Bond	State Bond	Falls Legacy	Tourism Grant	Oregon City	Fundraising	Total
Pre-Concept	\$ 126,754	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 75,000	\$ 0	\$ 201,754
Concept Design	\$ 1,655,447	\$ 50,000	\$ 0	\$ 0	\$ 200,000	\$ 53,622	\$ 568,081	\$ 0	\$ 2,527,150
Construction Documents*	\$ 1,869,065	\$ 0	\$ 250,000	\$ 0	\$ 200,000	\$ 0	\$ 452,500	\$ 709,553	\$ 3,481,118
Permitting and Construction	\$ 0	\$ 0	\$ 4,750,000	\$ 6,578,574	\$ 0	\$ 0	\$ 150,000	\$ 4,316,445	\$ 15,795,019
Owner Contingency	\$ 1,348,734	\$ 50,000	\$ 0	\$ 921,426	\$ 0	\$ 0	\$ 0	\$ 886,941	\$ 3,207,101
Total	\$ 5,000,000	\$ 100,000	\$ 5,000,000	\$ 7,500,000	\$ 400,000	\$ 53,622	\$ 1,245,581	\$ 5,912,939	\$ 25,212,142

*Construction Documentation includes additional technical investigation to support Phase I

Exhibit B

Partners Group

State

State Senator
State Representative
Regional Solutions
Oregon State Parks

Metro

Metro Council President
Metro Councilor
Metro Chief Operating Officer

Clackamas County

County Commissioner
County Commissioner
County Administrator

Oregon City

Mayor
City Commissioner
City Manager

Exhibit C

Work of the TAC

1. **General.** The following subsections set forth roles and responsibilities regarding the work of the TAC, as of the Effective Date of this Agreement and may change from time to time upon approval of the TAC.

1.1 **Project Administration.** Metro will lead and manage the overall administration of the TAC. It will create TAC agendas and meeting notes, and coordinate the Partners Group meetings. Metro's work will also include tracking the Legacy Project scope, schedule, Legacy Project Budget, and expenditures.

1.2 **Strategic Communications.** Except as related to tribal involvement in Section 1.6, below, Metro will lead the social media strategy, manage newsletters, provide coordination of public engagement, and create materials needed for funding requests, among other things. Metro will closely coordinate this work with the TAC and with communications staff of each party.

1.3 **Public Engagement.** Metro will lead the public engagement efforts in close coordination with the City. Metro will update the Legacy Project website.

1.4 **Funding Strategy.** The parties, through the TAC, will collaborate on fundraising and financing of the Legacy Project and future phases of the Riverwalk. This work will coordinate opportunities with Rediscover the Falls and is supported by funding from Oregon City, Clackamas County, and Metro.

1.5 **Private Parties.** In coordination with and with input from the TAC, Metro will lead negotiations with the Owner, PGE, and other third parties with respect to issues that have the potential to significantly impact all aspects of the Legacy Project, including real property issues. The parties shall refrain from communicating directly with the Owner, PGE, or other third parties on these issues without Metro's coordination and input in advance.

1.6 **Tribal Involvement.** The State will take the lead in government to government tribal consultation about involvement in the Willamette Falls Legacy Project and interpretation of the Riverwalk. Metro will create a process for additional tribal involvement, as necessary.

1.7 **Coordination with State Agencies.** The State, through the Regional Solutions office, will lead communication, coordination, and involvement of State Parks and all other state agencies in the Legacy Project, especially with regard to required state permits for the Riverwalk and state funding.

1.8 **Site Access and Tours.** Metro will coordinate scheduling of site access and site tours with the Owner and PGE, and will update the TAC regarding tours on a weekly basis. All parties shall help lead and facilitate the tours.

1.9 ***Implementation Strategies.*** Metro will lead efforts to deliver key decisions and workplans associated with the work of the TAC for future phases of the Legacy Project, taking into account such things as governance, Riverwalk ownership, fundraising, and financing. Metro awarded Oregon City a Community Planning and Development Grant (“CPDG”) for the purposes of reducing and removing barriers to private development. The TAC will continue to coordinate the scope of work for the CPDG as it relates to the Legacy Project.

1.10 ***Riverwalk Project Manager.*** Metro will provide a staff person to manage and coordinate all of the scopes of work and consultant contracts related to the Riverwalk. The Riverwalk Project Manager will create a project management plan for all the Riverwalk work.

1.11 ***Economic Development Project Manager.*** The City will take the lead on the creation and implementation of an economic development strategy for the Legacy Project.

WILLAMETTE FALLS LEGACY PROJECT**EXHIBIT D****PROPOSED IN KIND STAFFING COMMITMENTS FOR FY 17-18 & FY 18-19**

Oregon City Key Staff	Primary Responsibility
Community Dev. Director	TAC
Community Services Director	TAC
Public Works Director	Infrastructure Planning Lead
Economic Development Mgr.	Economic Redevelopment Lead
Senior Planner	Economic Redevelopment Planning
Assistant Planner	Deputy Project Manager
Capital Projects Engineer	Infrastructure Planning

Clackamas County Key Staff	Primary Responsibility
BCS Director	TAC
Economic Development Coordinator	TAC & Economic Development Support

Metro Key Staff	Primary Responsibility
Parks & Ops. Prgm. Dir.	TAC
Conservation Program Director	TAC
Principal Parks Planner	WFLP Project Coordinator
Principal Parks Planner	Riverwalk Project Manager
Construction Project Manager	Riverwalk Construction Manager
Attorney	Project Attorney
Natural Resource Scientist	Habitat Design Expert
Communications Manager	Communications Lead
Program Assistant	Project Administrator

State of Oregon Key Staff	Primary Responsibility
Parks and Recreation Dep. Dir.	TAC
Metro Region Coordinator	TAC
Salmonberry Project Manager	TAC
Metro-area Regional Rep.	TAC

**Amended and Restated
INTERGOVERNMENTAL AGREEMENT
Willamette Falls Legacy Project**

This AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and among the State of Oregon, through its Portland Metro Regional Solutions Office and its Parks and Recreation Department (the “State”), Clackamas County (the “County”), the City of Oregon City (the “City”) and Metro (“Metro”) (each a “party” and collectively, the “parties”), effective as of the last date of signature below (the “Effective Date”).

RECITALS

A. In February 2011, the former Blue Heron Paper Company located at 419/427 Main Street, Oregon City, Oregon (the “Property”) entered Chapter 7 bankruptcy, resulting in the loss of skilled jobs and leaving the mill property vacant, under the control of a bankruptcy trustee.

B. The parties began investigating the Property due to its proximity to Willamette Falls, a natural, cultural and historic wonder, and conducted environmental, structural, and historical analyses to better understand the Property, including the potential for public access to Willamette Falls and future redevelopment.

C. With the cooperation and contributions of the bankruptcy trustee, the parties commenced a land use master plan and rezoning effort, guided by four core values endorsed by the parties: public access, historic and cultural interpretation, economic redevelopment, and healthy habitat (the “Four Core Values”).

D. On July 29, 2013, the governor signed Senate Bill 5506 (“SB 5506”), and on August 14, 2013, signed Senate Bill 5533, together authorizing the sale of lottery-backed bonds to provide \$5 million for a public access project to Willamette Falls, so long as certain conditions set forth in SB 5506 were met (the “\$5M of State Funds”).

E. In May 2014, Falls Legacy, LLC, a Washington limited liability company (the “Owner”) purchased the Property from the bankruptcy trustee, and submitted the land use master plan and rezone application developed by the parties to the City, which was adopted in September 2014 as Master Plan CP 14-02, Zone Change and Text Amendment ZC 14-03, and Comprehensive Plan Amendment PZ 14-01.

F. On September 26, 2014, the parties entered into a Memorandum of Understanding (the “MOU”) regarding the former Blue Heron Paper Company property, documenting the parties’ shared commitment to the Four Core Values and to design and construction of public open space(s) and parkway on the Property with unobstructed views of the Willamette River and Willamette Falls (the “Riverwalk”).

G. On December 11, 2014, Portland General Electric Company (“PGE”) donated an option to Metro allowing Metro to acquire an easement over PGE property adjacent to Willamette Falls (the “PGE Option”), which PGE Option and future easement will allow design and construction of the Riverwalk, which may include a viewpoint of Willamette Falls on property owned by PGE.

H. On December 15, 2014, the Owner donated an easement to Metro, recorded in the Clackamas County Official Records as Document No. 2014-064826, to facilitate the design and construction of the Riverwalk on the Property (the “Easement”).

I. On December 29, 2014, the governor determined that the conditions of SB 5506 had been met, and the State of Oregon Parks and Recreation Department provided the \$5M of State Funds to Metro in accordance with an Intergovernmental Agreement between Metro and the State (Agreement No. 7554), dated June 1, 2015, which was amended by a First Amendment to Intergovernmental Agreement, dated May 26, 2017.

J. On May 29, 2015, Metro issued a Notice of Intent to Award for RFP 2903 selecting the design team of Mayer/Reed, Snøhetta, and DIALOG for design of the Willamette Falls Riverwalk, and has subsequently entered into two Professional Services Contracts with Snøhetta, the first dated February 11, 2016 and a second dated January 30, 2017, for the design of the Riverwalk.

K. On August 12, 2015, the governor signed House Bill 5030 and Senate Bill 5507 approving an additional \$7.5 million of State funding for the Riverwalk, and the State of Oregon Parks and Recreation Department is currently negotiating an agreement to transfer the \$7.5 million of State funds to Metro.

L. On September 24, 2015, the Metro Council awarded the City and the County a Community Planning and Development Grant (the “CPDG”) to conduct development opportunity studies on the Property.

M. With the award of the CPDG, the parties’ efforts now include more than the Riverwalk, working to address, among other things, potential future open space and connections to the Property and infrastructure and economic development needs for the Property (the “Willamette Falls Legacy Project” or simply, the “Legacy Project”).

N. On May 20, 2016, the federal Environmental Protection Agency awarded Metro, the County, and the City a \$600,000 Coalition Assessment Grant for the McLoughlin Corridor, which funds are to be used, in part, to further assess the environmental condition of the Property.

O. On October 27, 2016, Metro and the City entered into an interim agreement with Rediscover the Falls to assist the nonprofit “friends” group in building capacity to create enduring public interest in the Riverwalk, and since this time, Rediscover the Falls has been actively and successfully fundraising on behalf of the Riverwalk.

P. On April 11, 2017, Metro submitted a request to the U.S. Army Corps of Engineers to initiate review under Section 106 of the National Historic Preservation Act of the Riverwalk.

Q. On May 17, 2017, the Partners approved the Riverwalk design and a phase one Riverwalk project that provides a prominent view of the falls from the southwest portion of the site as well as demolition and site preparation within portions of the Riverwalk ("Phase 1 Project"); and as depicted in the Riverwalk design presentation.

R. The parties recognize the need to create a decision-making and organizational structure among the public entities so that (a) the parties can deliver unified direction and messages to outside parties, (b) the Legacy Project is a model of fiscal discipline, efficiency and accountability, (c) the parties have clarity on scope, schedule and budget for all aspects of the Legacy Project, and (d) the parties can effectively collaborate with the Owner, PGE, and other third parties, and to this end, the parties entered into the first Intergovernmental Agreement on July 7, 2016 (the "Original Governance IGA").

S. Under the authority of ORS 190.010 and ORS 190.110, the parties now desire to enter into this Agreement for the purpose of amending and restating the Original Governance IGA, in order to, among other things, update the governance structure needed for the Legacy Project during design and construction of the Phase 1 Project, on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties agree as follows:

AGREEMENTS

1. Restatement; Term. The Original Governance IGA is amended and restated in its entirety as set forth in this Agreement. The term of this Agreement shall commence on the Effective Date and expire on June 30, 2023, unless amended and extended by written agreement of the parties.

2. Definitions. In addition to the definitions set forth in the Recitals, above, capitalized terms used in this Agreement shall have the definitions set forth in this Section 2, below.

2.1 Legacy Project. The Willamette Falls Legacy Project as defined in Recital M, above, which as of the Effective Date, includes the following sub-components or sub-projects: the Riverwalk, Phase 1 Project, and economic development.

2.2 Legacy Project Budget. The budget for the Legacy Project compiled by the Legacy Project Manager and approved by the Partners Group showing sources and uses of all Legacy Project funds, to be updated from time to time. The Legacy Project Budget approved and authorized by the parties as of the Effective Date is attached as Exhibit A.

2.3 Legacy Project Milestones. Key decision points for the Legacy Project, as determined by the TAC, including design milestones for the Riverwalk.

2.4 Legacy Project Manager. Staff person employed by Metro to be the project manager for the Legacy Project.

2.5 Partners Group. The advisory governing body for the Legacy Project, comprised of two (2) elected officials and the chief administrator from each of Metro, the County and the City, and two (2) elected officials and high-level staff from the State, as set forth on the attached Exhibit B.

2.6 TAC. The Technical Advisory Committee for the Legacy Project, comprised of non-elected staff from each of the parties and that reports to the Partners Group, as described further in Section 4, below.

3. Authority

3.1 ***Reservation of Regulatory and Legislative Authority***. Each party expressly reserves its regulatory and legislative authority with respect to the Legacy Project and the Property, including, for example, the City's regulatory authority over land use approvals, the State's authority over submerged lands, and each party's legislative authority to appropriate funds.

3.2 ***Legacy Project Budget; Appropriation of Funds***. As of the Effective Date, each party represents that it has appropriated or received the funds set forth on the Legacy Project Budget for such party, for the fiscal year(s) covered by such party's appropriation. Each party represents that it has authorized use during such fiscal year(s) of the appropriated funds in accordance with the Legacy Project Budget and this Agreement. The Legacy Project Budget may be revised from time to time by the Partners Group, within the amounts appropriated by the parties in their individual capacities. Spending in future fiscal years is subject to appropriation by each party's governing body, in such body's sole legislative discretion, and this Agreement may be amended by the parties to reflect such future budget approvals. All spending under this Agreement is subject to audit.

3.3 ***Delegation of Administrative Authority***. The work of the Legacy Project and its participants is advisory, structured such that the Partners Group can make unified recommendations to each of the governing bodies of the parties. In addition, upon approval of this Agreement by a party, that party's staff and elected representatives that participate in the Legacy Project, including the Partners Group or the TAC shall have the authority to fully participate in the Legacy Project and to make non-legislative or administrative decisions on behalf of such party in accordance with this Agreement.

3.4 ***Staff Participation***. The parties intend that staff participating in the Legacy Project and the various project groups will work on behalf of the best interests of the Legacy Project, representing not only the best interests of their employer but also of the Legacy Project itself. In that manner, staff will freely communicate and share information with other agency staff and generally support each other with respect to the Legacy Project.

Notwithstanding the foregoing, finance and legal staff participating in the Legacy Project and in the various project groups represent solely their employers, as they owe a professional duty of loyalty and a fiduciary duty solely to their respective agencies.

4. TAC

4.1 **Membership.** Each party shall designate two (2) representatives of such party to attend the TAC meetings and shall send alternate(s) if one or both designated representatives are unable to attend or participate by telephone.

4.2 **Meetings.** The TAC meets biweekly, or as otherwise agreed upon by the TAC, and shall keep minutes documenting its consideration and approval of any items. Items requiring TAC approval shall be emailed to the TAC at least two (2) business days in advance of the TAC meeting so that any party can be sure to send a representative or call into the meeting when that party desires to weigh in on a Legacy Project decision. Any member of the TAC can call an emergency meeting of the TAC by notification to the Legacy Project Manager, who will use best efforts to schedule a meeting as soon as practical. Parties shall use best efforts to participate in emergency meetings of the TAC.

4.3 **Work.** Except with regard to the Phase 1 Project, as set forth in Section 10, below, the TAC shall consider for approval individual contracts, scopes of work, requests for proposals or bids, budgets, contract modifications, Legacy Project Milestones, responses to significant external opportunities or threats, and decisions whether to recommend future intergovernmental agreements among the parties to the Partners Group or to pursue grant or funding opportunities. The TAC shall prepare the agenda of the Partners Group. The specific work of the TAC and the party responsible for such work is set forth on Exhibit C. The TAC may create subcommittees to complete the work of the TAC, as the TAC deems necessary.

4.4 **Decisions.** Decisions of the TAC will be noted in the minutes for the TAC meeting. Should a TAC member disagree with a TAC decision, he or she may express such disagreement at the TAC meeting. If the TAC is unable to resolve the issue, the TAC member may elect to put it on the agenda for consideration at the next Partners Group meeting (as further described in Section 5.2 and Section 7.2, below).

4.5 **Communication.** Members of the TAC shall have the responsibility to communicate with their representatives on the Partners Group in between Partners Group meetings and with regard to agendas of the TAC and the Partners Group, to ensure each party is internally apprised of Legacy Project direction, as each party deems necessary.

4.6 **Finance Oversight Subcommittee.** The TAC shall create a Finance Oversight Subcommittee made up of at least one member from each party. The Finance Oversight Subcommittee shall provide advice and direction on the Legacy Project Budget and expenditures of the Legacy Project. The subcommittee will design a financial reporting format and meet with the Legacy Project Manager quarterly to review reports.

5. Partners Group

5.1 The Partners Group meets quarterly, or as otherwise agreed upon by the Partners Group or the TAC, and shall keep minutes. Without objection from any member of the Partners Group at a Partners Group meeting, matters considered by the Partners Group for approval will be deemed approved and so noted in the minutes. The Partners Group is considered a public body in accordance with Oregon Public Meeting Law, providing recommendations and advice to each of the parties' governing bodies. The Partners Group may adopt procedures, as deemed necessary by the Partners Group, for orderly conduct of its meetings.

5.2 Except with regard to the Phase 1 Project, as set forth in Section 10, below, the Partners Group sets policy direction for the Legacy Project, approves Legacy Project Milestones and the Legacy Project Budget on a quarterly basis, sets direction in response to significant threats or opportunities (as determined by the TAC), recommends future intergovernmental agreements among the parties (to be approved by each party's governing body, if required), and makes recommendations that involve any material trade-offs among the Four Core Values. In addition, the Partners Group shall consider decisions that lack consensus at the TAC if added to the Partners Group agenda by a member of the TAC (as described in Section 4.4, above).

5.3 Members of the Partners Group shall communicate with their respective agency or government to ensure each party is apprised of Legacy Project direction and to ensure any decisions of the Legacy Project that require approval of such party's governing body are brought to the party's governing body for consideration.

6. Legacy Project Manager

6.1 The Legacy Project Manager will manage the Legacy Project by, among other things, coordinating the work of the TAC, and collaborating with PGE, the Owner, Rediscover the Falls, and other third parties. The Legacy Project Manager shall track the Legacy Project Budget and provide reporting on the Legacy Project Budget to the TAC and the Partners Group. The Legacy Project Manager may request that a party lead a portion of the work of the TAC, with the approval of such party.

6.2 The Legacy Project Manager has day-to-day management authority of the Legacy Project in order to lead the Legacy Project forward consistent with the approvals provided by the Partners Group and the TAC, and consistent with the Legacy Project Budget. The Legacy Project Manager shall have the authority to approve *de minimus* changes to scopes of work or spending within the Legacy Project Budget (including contingencies), without the need for further consideration at the TAC or by the Partners Group; provided that the Legacy Project Manager shall keep the TAC apprised if multiple *de minimus* changes may have a cumulative impact on the Legacy Project.

7. Project Decision-making

7.1 **Consensus.** Decision-making for the Legacy Project at the TAC and Partners Group shall be by consensus. Consensus is defined as the point where all parties agree on an option with which they are willing to move forward, and includes the opportunity for a party to express reservations or dissent while nevertheless agreeing to allow the Legacy Project to move forward. Each party, by signing onto this Agreement, commits its confidences to the Legacy Project's decision-making structure, recognizing this project structure and the collaboration it represents among the parties as the Legacy Project's best chance for success.

7.2 Protocols for Disagreement.

7.2.1. If there is no consensus at the TAC level, the majority decision of the TAC shall be deemed the decision of the TAC, unless a member of the TAC elects within three (3) days of the TAC meeting at which the decision was made, to place the decision on the next Partners Group meeting agenda. This will ensure that decisions made at the TAC level can be relied upon to move the Legacy Project forward.

7.2.2. If there is no consensus on a decision at the Partners Group (whether or not such decision is brought to the Partners Group by a member of the TAC, in accordance with Section 7.2.1, above), the Partners Group will provide direction and recommendations to the TAC for discussion and consideration of the issue.

7.2.3. After discussion of the issue at the TAC, taking into account the direction and recommendations of the Partners Group, the decision will be considered at the next Partners Group meeting. The members of the Partners Group shall strive to make a decision to keep the Legacy Project moving forward. At this stage of disagreement, on matters that are critical to long-term operations and maintenance of the Riverwalk, any parties that are identified as a future owner in accordance with Section 9, below, shall be given deference. Any resolution or conclusion in this circumstance that lacks consensus at the Partners Group will not bind the dissenting party.

7.2.4. If the need for a decision is urgent, the Legacy Project Manager may set emergency meetings of both the TAC and the Partners Group. The parties shall use best efforts to attend any emergency meetings.

8. General Obligations the Parties Regarding the Legacy Project Work

8.1 **Reporting Expenditures.** Parties shall report all expenditures to the Legacy Project Manager, including copies of invoices and any reasonable supporting documentation. The Legacy Project Manager shall provide a quarterly report on the Legacy Project Budget and expenditures to the TAC and the Partners Group to ensure that the Project is remaining coordinated and on budget.

8.2 **Contracts.** Parties shall notify the Legacy Project Manager of all draft contracts that such party is considering entering into with third parties and that are related to the Legacy Project. If requested by the Legacy Project Manager, a party shall provide copies of the

draft contract and scope of work to the Legacy Project Manager, with reasonable opportunity for comment and review. If requested by the Legacy Project Manager, prior to executing a contract related to the Legacy Project, a party shall have obtained approval from the TAC of the contract's scope, schedule, budget, workplan, and deliverables.

8.3 ***Participation.*** The parties shall participate meaningfully in all Legacy Project groups, and respect the roles and responsibilities assigned to each Partner in such participation.

8.4 ***Staff Contributions; Tracking of Staff Expenditures.*** The parties shall provide key contributions of staff to lead and/or participate in the work of the TAC, as set forth in the attached Exhibit D. Each party shall track staff expenditures for match, and report staff expenditures on the Legacy Project to the Legacy Project Manager, as requested by the Legacy Project Manager; provided, however, that it is understood and agreed that, unless otherwise specifically agreed to by the Partners Group, that staff resources, time and contributions shall be deemed "in-kind" contributions to the Project, and no party shall charge time or seek to recover expenses from the Project.

8.5 ***Communication Protocols.*** All publicity and strategic communications for the Legacy Project will be coordinated through the TAC, so that the parties can deliver unified direction and messages to outside parties. Each party commits to working within Legacy Project channels and the structure set forth in this Agreement, especially with respect to any potential conflicts, disagreements, external events, or pressures. The parties shall consult with each other first, prior to outreach to third parties, at emergency TAC or Partners Group meetings, as necessary. The parties commit to attendance at emergency meetings.

9. ***Future Riverwalk Owner.*** The parties understand and agree that it is highly unusual to advance a project through construction without identifying the entity or entities that will own or operate the Riverwalk. The parties commit to developing and participating in a process to identify a future owner and shall strive to identify the owner(s) and operator(s) of the Riverwalk prior to submittal of application(s) for demolition or building permits, whichever is sooner. If the entity or entities that will own or operate the Riverwalk are not a party to this Agreement or if the future owner(s) desire additional decisionmaking rights regarding the Phase 1 Project, the parties will amend this Agreement appropriately and enter into a separate agreement with the owner or operator, as necessary. The prospective owner(s) will be considered "identified" when they have committed to the Partners Group to take responsibility for future operations, maintenance and security of the Riverwalk. An entity's commitment to ownership and/or operation to the Partners Group should be in the form of a resolution adopted by the entity's governing body.

10. ***The Phase 1 Project.*** The parties acknowledge that Metro has voluntarily assumed the risk associated with constructing the Phase 1 Project. In acknowledgment of the financial, staffing, and scheduling complexity and risk that Metro is assuming, the parties agree that following the Partners Group's approval of the Riverwalk design and the Phase 1 Project, Metro shall have sole authority and is granted discretion to implement the design and construct the Phase 1 Project, including project permitting, planning, construction contracting, and construction. In implementing the design, Metro is authorized to make all project related

decisions, including those associated with value engineering, contracting, scheduling, budgeting, project feasibility, staffing, collaboration with third parties (including the Owner and PGE), permitting, conditions of approval, and other decisions that may affect the design or construction of the Phase 1 Project. Metro's decisions regarding implementation of the design and construction of the Phase 1 Project are not subject to review under the terms of this Agreement, expressly reserving each parties' regulatory authority as set forth in Section 3.1, above. Metro agrees to use reasonable efforts to construct the Phase 1 Project, but Metro shall not be required to defend nor prosecute any appeals and shall use its sole discretion to determine whether construction of the Phase 1 Project is worth pursuing in the event of any appeals, permit denials, or the discovery of currently unknown conditions. Metro shall use its best efforts to inform the other parties of significant construction decisions, to obtain input from the TAC, the Partners Group, and any potential future owner on such matters, and to keep the parties updated and engaged on the Phase 1 Project. Future phases of the Riverwalk shall be subject to the terms and conditions of this Agreement and not this Section 10.

11. Miscellaneous

11.1 Waiver of Liability. Each party assumes all risks arising out of such party's participation in the Legacy Project, including with respect to the condition of the Property, and no party shall be liable to another for such risks, except to the extent caused by a party's gross negligence or willful misconduct.

11.2 Indemnity. Each party shall hold harmless and indemnify the other parties, and their agents and employees, against any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim arising out of the indemnifying party's work and actions under this Agreement within the maximum liability limits set forth under the Oregon Tort Claims Act and Oregon Constitution.

11.3 Termination. A party may terminate this Agreement at any time as to such party with thirty (30) days prior written notice to the other parties, if the terminating party believes, or has reason to believe, that funding sufficient to comply with this Agreement will not be made available to the terminating party by the terminating party's governing body. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

11.4 Laws of Oregon; Compliance with Laws. The laws of the State of Oregon shall govern this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All activities of a party under this Agreement shall be in compliance with all applicable laws, statutes, ordinances, rules, regulations, and requirements of any governmental authority, including all applicable provisions of ORS chapters 279A, 279B, and 279C.

11.5 Maintenance of Records. The parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document their performance. Each party acknowledges and agrees that it shall retain such documents for a period of three (3) years after termination of this Agreement, or

such longer period as may be required by applicable law. In the event of any audit, controversy, or litigation arising out of or related to this Agreement, the parties shall retain such documents until the conclusion thereof.

11.6 ***Relationship of Parties.*** Each of the parties hereto is deemed an independent contractor for purposes of this Agreement. No representative, agent, employee, or contractor of one party shall be deemed to be an employee, agent or contractor of any other party for any purpose. Nothing herein is intended, nor may it be construed, to create among the parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each party hereby disclaims any such relationship.

11.7 ***Preservation of Privileges; Public Records.*** The parties acknowledge and agree that a primary purpose of this Agreement is to encourage frank communication and close collaboration among the parties for the maximum benefit of the Legacy Project, preliminary to any final action by the parties' governing bodies. The parties will disclose and transmit information to one another regarding possible direction for the Legacy Project and possible real estate transaction(s) with the Owner or third parties. The parties intend to preserve all rights under Oregon Public Records law, including, without limitation, exemptions related to internal advisory communications under ORS 192.502(1) and related to sharing of information regarding a potential real property negotiation under ORS 192.502(9)(a), the disclosure of which is restricted under ORS 192.660(2)(e). The parties intend by this section to protect from disclosure all Legacy Project information exchanged between any parties, or between any party and a consultant hired by a party for the Legacy Project, to the greatest extent permitted by law, regarding less whether the exchange occurred before execution of this Agreement and regardless of whether the writing or the document is marked "Confidential."

11.8 ***No Third-Party Beneficiary.*** This Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

11.9 ***Assignment.*** No party may assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other parties.

11.10 ***Entire Agreement; Prior Agreements.*** This Agreement constitutes the entire agreement among the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. To the extent this Agreement contradicts the MOU, this Agreement governs.

11.11 ***Modification; Waiver.*** No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification, or change of terms of this Agreement will bind any party unless in writing and signed by the parties. The failure of a party to enforce any provision of this Agreement will not constitute a waiver by a party of that or any other provision.

11.12 ***Authority***. The representatives signing on behalf of the parties certify they are duly authorized by the party for whom they sign to make this Agreement.

11.13 ***Counterparts***. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF OREGON CITY

METRO

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

CLACKAMAS COUNTY

STATE OF OREGON, through its Parks
and Recreation Department

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

STATE OF OREGON, through its
Portland Metro Regional Solutions
Office

Name: _____
Title: _____
Date: _____

Exhibit A: Legacy Project Budget
Exhibit B: Partners Group
Exhibit C: TAC Work
Exhibit D: Staffing Commitments

Exhibit B

Partners Group

State

State Senator
State Representative
Regional Solutions
Oregon State Parks

Metro

Metro Council President
Metro Councilor
Metro Chief Operating Officer

Clackamas County

County Commissioner
County Commissioner
County Administrator

Oregon City

Mayor
City Commissioner
City Manager

Exhibit C

Work of the TAC

1. **General.** The following subsections set forth roles and responsibilities regarding the work of the TAC, as of the Effective Date of this Agreement and may change from time to time upon approval of the TAC.

1.1 **Project Administration.** Metro will lead and manage the overall administration of the TAC. It will create TAC agendas and meeting notes, and coordinate the Partners Group meetings. Metro's work will also include tracking the Legacy Project scope, schedule, Legacy Project Budget, and expenditures.

1.2 **Strategic Communications.** Except as related to tribal involvement in Section 1.6, below, Metro will lead the social media strategy, manage newsletters, provide coordination of public engagement, and create materials needed for funding requests, among other things. Metro will closely coordinate this work with the TAC and with communications staff of each party.

1.3 **Public Engagement.** Metro will lead the public engagement efforts in close coordination with the City. Metro will update the Legacy Project website.

1.4 **Funding Strategy.** The parties, through the TAC, will collaborate on fundraising and financing of the Legacy Project and future phases of the Riverwalk. This work will coordinate opportunities with Rediscover the Falls and is supported by funding from Oregon City, Clackamas County, and Metro.

1.5 **Private Parties.** In coordination with and with input from the TAC, Metro will lead negotiations with the Owner, PGE, and other third parties with respect to issues that have the potential to significantly impact all aspects of the Legacy Project, including real property issues. The parties shall refrain from communicating directly with the Owner, PGE, or other third parties on these issues without Metro's coordination and input in advance.

1.6 **Tribal Involvement.** The State will take the lead in government to government tribal consultation about involvement in the Willamette Falls Legacy Project and interpretation of the Riverwalk. Metro will create a process for additional tribal involvement, as necessary.

1.7 **Coordination with State Agencies.** The State, through the Regional Solutions office, will lead communication, coordination, and involvement of State Parks and all other state agencies in the Legacy Project, especially with regard to required state permits for the Riverwalk and state funding.

1.8 **Site Access and Tours.** Metro will coordinate scheduling of site access and site tours with the Owner and PGE, and will update the TAC regarding tours on a weekly basis. All parties shall help lead and facilitate the tours.

1.9 ***Implementation Strategies.*** Metro will lead efforts to deliver key decisions and workplans associated with the work of the TAC for future phases of the Legacy Project, taking into account such things as governance, Riverwalk ownership, fundraising, and financing. Metro awarded Oregon City a Community Planning and Development Grant (“CPDG”) for the purposes of reducing and removing barriers to private development. The TAC will continue to coordinate the scope of work for the CPDG as it relates to the Legacy Project.

1.10 ***Riverwalk Project Manager.*** Metro will provide a staff person to manage and coordinate all of the scopes of work and consultant contracts related to the Riverwalk. The Riverwalk Project Manager will create a project management plan for all the Riverwalk work.

1.11 ***Economic Development Project Manager.*** The City will take the lead on the creation and implementation of an economic development strategy for the Legacy Project.

Amended and Restated
INTERGOVERNMENTAL AGREEMENT
Willamette Falls Legacy Project

~~This Intergovernmental Agreement~~This AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and among the State of Oregon, through its Portland Metro Regional Solutions Office and its Parks and Recreation Department (the “State”), Clackamas County (the “County”), the City of Oregon City (the “City”) and Metro (“Metro”) (each a “party” and collectively, the “parties”), effective as of the last date of signature below (the “Effective Date”).

RECITALS

A. In February 2011, the former Blue Heron Paper Company located at 419/427 Main Street, Oregon City, Oregon (the “Property”) entered Chapter 7 bankruptcy, resulting in the loss of skilled jobs and leaving the mill property vacant, under the control of a bankruptcy trustee.

B. The parties began investigating the Property due to its proximity to Willamette Falls, a natural, cultural and historic wonder, and conducted environmental, structural, and historical analyses to better understand the Property, including the potential for public access to Willamette Falls and future redevelopment.

C. With the cooperation and contributions of the bankruptcy trustee, the parties commenced a land use master plan and rezoning effort, guided by four core values endorsed by the parties: public access, historic and cultural interpretation, economic redevelopment, and healthy habitat (the “Four Core Values”).

D. On July 29, 2013, the governor signed Senate Bill 5506 (“SB 5506”), and on August 14, 2013, signed Senate Bill 5533, together authorizing the sale of lottery-backed bonds to provide \$5 million for a public access project to Willamette Falls, so long as certain conditions set forth in SB 5506 were met (the “\$5M of State Funds”).

E. In May 2014, Falls Legacy, LLC, a Washington limited liability company (the “Owner”) purchased the Property from the bankruptcy trustee, and submitted the land use master plan and rezone application developed by the parties to the City, which was adopted in September 2014 as Master Plan CP 14-02, Zone Change and Text Amendment ZC 14-03, and Comprehensive Plan Amendment PZ 14-01.

F. On September 26, 2014, the parties entered into a Memorandum of Understanding (the “MOU”) regarding the former Blue Heron Paper Company property, documenting the parties’ shared commitment to the Four Core Values and to design and construction of public open space(s) and parkway on the Property with unobstructed views of the Willamette River and Willamette Falls (the “Riverwalk”).

G. On December 11, 2014, Portland General Electric Company (“PGE”) donated an option to Metro allowing Metro to acquire an easement over PGE property adjacent to Willamette Falls (the “PGE Option”), which PGE Option and future easement will allow design and construction of the Riverwalk, which may include a viewpoint of Willamette Falls on property owned by PGE.

H. On December 15, 2014, the Owner donated an easement to Metro, recorded in the Clackamas County Official Records as Document No. 2014-064826, to facilitate the design and construction of the Riverwalk on the Property (the “Easement”).

I. On December 29, 2014, the governor determined that the conditions of SB 5506 had been met, and the State of Oregon Parks and Recreation Department provided the \$5M of State Funds to Metro in accordance with an Intergovernmental Agreement between Metro and the State (Agreement No. 7554), dated June 1, 2015 ~~(the “\$5M IGA”)~~, which was amended by a First Amendment to Intergovernmental Agreement, dated May 26, 2017.

J. On May 29, 2015, Metro issued a Notice of Intent to Award for RFP 2903 selecting the design team of Mayer/Reed, Snøhetta, and DIALOG for design of the Willamette Falls Riverwalk, and has subsequently entered into two Professional Services Contracts with Snøhetta, the first dated February 11, 2016 and a second dated January 30, 2017, for the design of the Riverwalk.

K. On August 12, 2015, the governor signed House Bill 5030 and Senate Bill 5507 approving an additional \$7.5 million of State funding for the Riverwalk, and the State of Oregon Parks and Recreation Department is currently negotiating an agreement to transfer the \$7.5 million of State funds to Metro.

L. On September 24, 2015, ~~in recognition that the design of the Riverwalk must relate to the remainder of the Property to be successful,~~ the Metro Council awarded the City and the County a Community Planning and Development Grant (the “CPDG”) ~~in the amount of \$550,000, which was partially matched with \$450,000 in funds from the Owner and \$25,000 from each of the City and County, for the grant recipients to conduct development opportunity studies and create a refined master plan of on~~ the Property, including the Riverwalk.

M. With the award of the CPDG, the parties’ efforts now include more than the Riverwalk, working to address, among other things, potential future open space and connections to the Property and infrastructure and economic development needs for the Property (the “Willamette Falls Legacy Project” or simply, the “Legacy Project”).

N. On ~~December 22, 2015~~ May 20, 2016, the ~~State accepted Metro’s first progress report under federal Environmental Protection Agency awarded Metro, the \$5M IGA, which included an updated finance plan~~ County, and budgeted the City a \$600,000 Coalition Assessment Grant for the Riverwalk that is McLoughlin Corridor, which funds are to be used, in accordance part, to further assess the environmental condition of the Property.

O. On October 27, 2016, Metro and the City entered into an interim agreement with the Legacy Project Budget attached to Rediscover the Falls to assist the nonprofit “friends” group in building capacity to create enduring public interest in the Riverwalk, and since this IGA time, Rediscover the Falls has been actively and successfully fundraising on behalf of the Riverwalk.

~~O. For a project of this magnitude, the~~

P. On April 11, 2017, Metro submitted a request to the U.S. Army Corps of Engineers to initiate review under Section 106 of the National Historic Preservation Act of the Riverwalk.

Q. On May 17, 2017, the Partners approved the Riverwalk design and a phase one Riverwalk project that provides a prominent view of the falls from the southwest portion of the site as well as demolition and site preparation within portions of the Riverwalk (“Phase 1 Project”); and as depicted in the Riverwalk design presentation.

R. The parties recognize the need to create a decision-making and organizational structure among the public entities so that (a) the parties can deliver unified direction and messages to outside parties, (b) the Legacy Project is a model of fiscal discipline, efficiency and accountability, (c) the parties have clarity on scope, schedule and budget for all aspects of the Legacy Project, and (d) the parties can effectively collaborate with the Owner, PGE, and other third parties, and to this end, the parties entered into the first Intergovernmental Agreement on July 7, 2016 (the “Original Governance IGA”).

~~P. The parties acknowledge the great opportunity but also the risks of the Legacy Project, including the fact that design and construction of the Riverwalk is not fully funded, no future owner of the public Riverwalk has been identified, and future public and elected officials may have perspectives on the Legacy Project not accounted for in this Agreement.~~

~~Q.~~

S. Under the authority of ORS 190.010 and ORS 190.110, the parties now desire to enter into this Agreement to provide for the purpose of amending and restating the Original Governance IGA, in order to, among other things, update the governance structure needed for the Legacy Project during the next phase of work, or over approximately the next eighteen (18) months design and construction of the Phase 1 Project, on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties agree as follows:

AGREEMENTS

1. Restatement; Term. The Original Governance IGA is amended and restated as set forth in this Agreement. The term of this Agreement shall commence on the Effective Date and expire on June 30, 20172023, unless amended and extended by written agreement of the parties.

2. Definitions. In addition to the definitions set forth in the Recitals, above, capitalized terms used in this Agreement shall have the definitions set forth in this Section 2, below.

~~2.1. — Economic Development Working Group. One of the Legacy Project's Working Groups, led by the Economic Development Project Manager, as further defined and described in Section , below.~~

~~2.2. — Infrastructure Working Group. One of the Legacy Project's Working Groups, led by the Infrastructure Project Manager, as further defined and described in Section , below.~~

2.32.1 Legacy Project. The Willamette Falls Legacy Project, which as of the Effective Date, includes ~~three~~ the following sub-components or sub-projects: the Riverwalk, Phase 1 Project, and economic development; ~~and infrastructure.~~

2.42.2 Legacy Project Budget. The budget for the Legacy Project compiled by the Legacy Project Manager and approved by the Partners Group showing sources and uses of all Legacy Project funds, to be updated from time to time. The Legacy Project Budget approved and authorized by the parties as of the Effective Date is attached as Exhibit A.

2.52.3 Legacy Project Milestones. Key decision points for the Legacy Project, as determined by the TAC, including design milestones for the Riverwalk.

2.62.4 Legacy Project Manager. Staff person employed by Metro to be the project manager for the Legacy Project.

~~2.7. — Partners Group.~~ The advisory governing body for the Legacy Project, comprised of two (2) elected officials and the chief administrator from each of Metro, the County and the City, and two (2) elected officials and high-level staff from the State, as set forth on the attached Exhibit

~~2.8. — Rediscover the Falls. A nonprofit "friends" group that supports the work of the Legacy Project with a focus on the Riverwalk by engaging and educating the public, collaborating with partners, and building sponsorship and enduring commitment to the public interest in the Riverwalk.~~

~~2.92.5 Riverwalk Working Group. One of the Legacy Project's Working Groups, led by the Riverwalk Project Manager, as further described in Section , below. B.~~

~~2.102.6~~ TAC. The Technical Advisory Committee for the Legacy Project, comprised of non-elected staff from each of the parties and that reports to the Partners Group, as described further in Section 1, below.

~~3.0. — Working Groups. Groups focused on the sub-components or sub-projects of the Legacy Project and which report to the TAC, including the Economic Development Working Group, the Riverwalk Working Group, and the Infrastructure Working Group.~~

Field Code Changed

~~4.0. — Working Group Project Managers. The project managers of each the Working Groups.~~

~~5.3. —~~ **Authority**

~~5.3.1. Reservation of Regulatory and Legislative Authority.~~ Each party expressly reserves its regulatory and legislative authority with respect to the Legacy Project and the Property, including, for example, the City's regulatory authority over land use approvals, the State's authority over submerged lands, and each party's legislative authority to appropriate funds.

~~5.3.2. Legacy Project Budget; Appropriation of Funds.~~ As of the Effective Date, each party represents that it has appropriated or received the funds set forth on the Legacy Project Budget for such party, for the fiscal year(s) covered by such party's appropriation. Each party represents that it has authorized use during such fiscal year(s) of the appropriated funds in accordance with the Legacy Project Budget and this Agreement. The Legacy Project Budget may be revised from time to time by the Partners Group, within the amounts appropriated by the parties in their individual capacities. Spending in future fiscal years is subject to appropriation by each party's governing body, in such body's sole legislative discretion, and ~~at this Agreement~~ may be amended by the parties to reflect such future budget approvals. All spending under this Agreement is subject to audit.

~~5.3.3. Delegation of Administrative Authority.~~ The work of the Legacy Project and its participants is advisory, structured such that the Partners Group can make unified recommendations to each of the governing bodies of the parties. In addition, upon approval of this Agreement by a party, that party's staff and elected representatives that participate in the Legacy Project, including the Partners Group, ~~or the TAC, or on a Working Group,~~ shall have the authority to fully participate in the Legacy Project and to make non-legislative or administrative decisions on behalf of such party in accordance with this Agreement.

~~5.4.3.4. Staff Participation.~~ The parties intend that staff participating in the Legacy Project and the various project groups will work on behalf of the best interests of the Legacy Project, representing not only the best interests of their employer but also of the Legacy Project itself. In that manner, staff will freely communicate and share information with other agency staff and generally support each other with respect to the Legacy Project. Notwithstanding the foregoing, finance and legal staff participating in the Legacy Project and in the various project groups represent solely their employers, as they owe a professional duty of loyalty and a fiduciary duty solely to their respective agencies.

~~6. — Decision-Making and Governance. The Legacy Project's decision-making structure and general workflow is set forth in the organizational chart attached as Exhibit C (the "Org. Chart").~~

~~7.0. — Role of Working Groups.~~

~~8.0.0. — The Working Groups shall review Legacy Project information in detail and provide advice and recommendations to the TAC on those matters that are within the~~

subject matter of a particular Working Group. From time to time, the TAC shall revisit and determine the subject matter and work scope for each Working Group.

9.0.0.—Within each Working Group's subject area, the Working Group is charged with reviewing the following matters and recommending any necessary or desirable action to the TAC: individual contracts, scopes of work, requests for proposals or bids, budgets, contract modifications, Legacy Project Milestones, and responses to significant external opportunities or threats.

10.0.0. *De minimus* changes to scopes of work, as determined by the Legacy Project Manager, or spending within the Legacy Project Budget (including contingencies), may be made at the Working Group level, without the need for further consideration at the TAC or by the Partners Group, provided that the Legacy Project Manager shall keep the TAC apprised if multiple *de minimus* changes may have a cumulative impact on the Legacy Project.

11.0.0. The Working Groups shall coordinate and collaborate with PGE, the Owner, and other third parties, as applicable to each Working Group's subject area and its deliverables.

12.0.—Role of the Working Group Project Managers:

13.0.0.—Each Working Group Project Manager shall develop his or her Working Group's work plan scope, schedule and budget, in collaboration with the Legacy Project Manager and for approval by the TAC. The Working Group Project Manager shall be responsible for deliverables, schedule, and budget of his or her Working Group. The Working Group Project Manager shall also create milestones in the Working Group's scope of work and schedule in order to report back to the TAC and the Partners, as applicable, for review and approval. Other participants in the Working Group will accept the leadership of the Working Group Project Manager and coordinate any related activity with the overall direction and knowledge of the Working Group Project Manager.

14.0.0. Each Working Group Project Manager shall work with the Legacy Project Manager to ensure that Legacy Project decisions described in Section , above, are considered at the TAC and that any matters for which there is no consensus at the Working Group level are also considered by the TAC.

15.0.0. Each Working Group Project Manager shall compile and report expenditures for its Working Group to the Legacy Project Manager to ensure expenditures match the Legacy Project Budget approved by the Partners. Each party shall report all Legacy Project expenditures made by such party to the appropriate Working Group Project Manager.

16.0.0. Each Working Group Project Manager shall be responsible for understanding and considering the Owner and PGE's interests in the outcomes of the work of his or her Working Group, and shall promptly communicate with the Legacy Project Manager issues and opportunities as they arise.

~~17.0. — Role of the TAC.~~

~~4. — The TAC~~

~~4.1 — Membership.~~ Each party shall designate two (2) representatives of such party to attend the TAC meetings and shall send alternate(s) if one or both designated representatives are unable to attend or participate by telephone.

~~17.14.2~~ **Meetings.** The TAC meets ~~weekly~~biweekly, or as otherwise agreed upon by the TAC, and shall keep minutes documenting its consideration and approval of any items. Items requiring TAC approval shall be emailed to the TAC at least two (2) business days in advance of the TAC meeting so that any party can be sure to send a representative or call into the meeting when that party desires to weigh in on a Legacy Project decision. Any member of the TAC can call an emergency meeting of the TAC by notification to the Legacy Project Manager, who will use best efforts to schedule a meeting as soon as practical. Parties shall use best efforts to participate in emergency meetings of the TAC.

~~17.1.1. A party may send as many representatives~~**Work.** ~~Except with regard to attend TAC meetings as such party deems necessary or desirable, provided that any members of the Phase 1 Project, as set forth in Section 1.1 Partners Group shall attend TAC meetings only in unusual circumstances at, below, the request of the Legacy Project Manager. It is expected that each party will send at least one (1) representative to each TAC meeting, or participate by telephone.~~

~~17.24.3~~The TAC shall consider for approval ~~all matters considered at the Working Group level (as set forth in Section , above), as well as individual contracts, scopes of work, requests for proposals or bids, budgets, contract modifications, Legacy Project Milestones, responses to significant external opportunities or threats, and~~ decisions whether to recommend future intergovernmental agreements among the parties to the Partners Group or to pursue grant or funding opportunities. The TAC shall prepare the agenda of the Partners Group. The specific work of the TAC and the party responsible for such work is set forth on Exhibit C. The TAC may created subcommittees to complete the work of the TAC, as the TAC deems necessary.

~~17.34.4~~**Decisions.** Decisions of the TAC will be noted in the minutes for the TAC meeting. ~~Decisions of the TAC will be noted in the minutes for the TAC meeting.~~ Should a TAC member disagree with a TAC decision, he or she may express such disagreement at the TAC meeting. If the TAC is unable to resolve the issue, the TAC member may elect to put it on the agenda for consideration at the next Partners Group meeting (as further described in Section 7.2, below).

~~17.4.0. The TAC shall prepare the agenda of the Partners Group.~~

~~17.54.5~~**Communication.** Members of the TAC shall have the responsibility to communicate with their representatives on the Partners Group in between Partners Group meetings and with regard to agendas of the TAC and the Partners Group, to ensure each party is internally apprised of Legacy Project direction, as each party deems necessary.

4.6 **Finance Oversight Subcommittee.** The TAC shall create a Finance Oversight Subcommittee made up of at least one member from each party. The Finance Oversight Subcommittee shall provide advice and direction on the Legacy Project Budget and expenditures of the Legacy Project. The subcommittee will design a financial reporting format and meet with the Legacy Project Manager quarterly to review reports.

~~18.0.0. Any member of the TAC can call an emergency meeting of the TAC by notification to the Legacy Project Manager, who will use best efforts to schedule a meeting as soon as practical. Parties shall use best efforts to participate in emergency meetings of the TAC.~~

~~19.0.0. The TAC shall determine the subject matter and scope of work for each Working Group.~~

20.5. **Role of Partners Group.**

20.5.1 The Partners Group meets quarterly, or as otherwise agreed upon by the Partners Group or the TAC, and shall keep minutes. Without objection from any member of the Partners Group at a Partners Group meeting, matters considered by the Partners Group for approval will be deemed approved and so noted in the minutes. The Partners Group is considered a public body in accordance with Oregon Public Meeting Law, providing recommendations and advice to each of the parties' governing bodies. The Partners Group may adopt procedures, as deemed necessary by the Partners Group for orderly conduct of its meetings.

20.25.2 Except with regard to the Phase 1 Project, as set forth in Section 1.1~~The, below, the~~ Partners Group sets policy direction for the Legacy Project, approves Legacy Project Milestones and the Legacy Project Budget on a quarterly basis, sets direction in response to significant threats or opportunities (as determined by the TAC), recommends future intergovernmental agreements among the parties (to be approved by each party's governing body, if required), and makes recommendations that involve any material trade-offs among the Four Core Values. In addition, the Partners Group shall consider decisions that lack consensus at the TAC if added to the Partners Group agenda by a member of the TAC (as described in Section 4.4, above).

20.35.3 Members of the Partners Group shall communicate with their respective agency or government to ensure each party is apprised of Legacy Project direction and to ensure any decisions of the Legacy Project that require approval of such party's governing body are brought to the party's governing body for consideration.

6. **Role of the Legacy Project Manager.**

6.1 The Legacy Project Manager will manage the Legacy Project by, among other things, coordinating the work of the TAC, ~~the Working Groups, and the other entities on the Org. Chart.~~ and collaborating with PGE, the Owner, Rediscover the Falls, and other third parties. The Legacy Project Manager shall track the Legacy Project Budget and provide reporting

on the Legacy Project Budget to the TAC and the Partners Group. The Legacy Project Manager may request that a party lead a portion of the work of the TAC, with the approval of such party.

20.46.2 The Legacy Project Manager has day-to-day management authority of the Legacy Project in order to lead the Legacy Project forward consistent with the approvals provided by the Partners Group and the TAC, and consistent with the Legacy Project Budget. The Legacy Project Manager shall ~~have the authority to approve de minimus changes to scopes of work or spending within~~ the Legacy Project Budget ~~and provide reporting on the Legacy Project Budget to (including contingencies), without the need for further consideration at the TAC and/or by the Partners Group;~~ provided that the Legacy Project Manager shall keep the TAC apprised if multiple de minimus changes may have a cumulative impact on the Legacy Project.

7. Project Decision-making

20.57.1 **Consensus.** Decision-making for the Legacy Project ~~and at each level of at the Org. Chart~~ TAC and Partners Group shall be by consensus. Consensus is defined as the point where all parties agree on an option with which they are willing to move forward, and includes the opportunity for a party to express reservations or dissent while nevertheless agreeing to allow the Legacy Project to move forward. Each party, by signing onto this Agreement, commits its confidences to the Legacy Project's decision-making structure, recognizing this project structure and the collaboration it represents among the parties as the Legacy Project's best chance for success.

20.67.2 **Protocols for Disagreement.**

~~20.6.1.~~ If there is no consensus at the ~~Working Group-TAC~~ level, the majority decision ~~will of the TAC shall be considered at the next TAC meeting.~~

20.6.2.7.2.1. ~~If there is no consensus at deemed the TAC level, decision of the TAC, unless~~ a member of the TAC ~~can elect~~ elects within three (3) days of the TAC meeting at which the decision was made, to place the decision on the next Partners Group meeting agenda. This will ensure that decisions made at the TAC level can be relied upon to move the Legacy Project forward.

20.6.3.7.2.2. If there is no consensus on a decision at the Partners Group (whether or not such decision is brought to the Partners Group by a member of the TAC, in accordance with Section 1.1.1, above), the Partners Group will provide direction and recommendations to the TAC for ~~further~~ discussion and consideration of the issue.

20.6.4.7.2.3. ~~If disagreement remains after further consideration by the TAC~~ After discussion of the issue at the TAC, taking into account the direction and recommendations of the Partners Group, the decision will be considered ~~again~~ at the next Partners Group meeting ~~where the~~ The members of the Partners Group shall strive to make a decision to keep the Legacy Project moving forward. At this stage of disagreement, on matters that are critical to long-term operations and maintenance of the Riverwalk, any parties that are identified as a future owner in accordance with Section 10, below, shall be given deference. Any

resolution or conclusion in this circumstance that lacks consensus at the Partners Group will not bind the dissenting party.

20.6.5.7.2.4. If the need for a decision is urgent, the Legacy Project Manager may set emergency meetings of both the TAC and the Partners Group. The parties shall use best efforts to attend any emergency meetings.

21.8. General Obligations the Parties Regarding the Legacy Project Work-

21.18.1 ***Reporting Expenditures.*** Parties shall report all expenditures to the ~~Working Group~~ Legacy Project ~~Managers~~ Manager, including copies of invoices and any reasonable supporting documentation. The Legacy Project Manager shall provide a quarterly report on the Legacy Project Budget and expenditures to the ~~Working TAC and the Partners Group Project Managers and solicit feedback~~ to ensure that the Project is remaining coordinated and on budget ~~as required by Section 2.~~

21.28.2 ***Contracts.*** Parties shall notify the Legacy Project Manager of all draft contracts that such party is considering entering into with third parties and that are related to the Legacy Project. If requested by the Legacy Project Manager, a party shall provide copies of the draft contract and scope of work to the ~~applicable Working Group Project Manager and to the~~ Legacy Project Manager, with reasonable opportunity for comment and review. If requested by the Legacy Project Manager, prior to executing a contract related to the Legacy Project, a party shall have obtained approval from the ~~applicable Working Group and the~~ TAC of the contract's scope, schedule, budget, workplan, and deliverables.

21.38.3 ***Participation.*** The parties shall participate meaningfully in all Legacy Project groups, and respect the roles and responsibilities assigned to each Partner in such participation.

21.48.4 ***Staff Contributions; Tracking of Staff Time Expenditures.*** The parties shall provide key contributions of staff to lead and/or participate in the work of the TAC ~~and the Working Groups~~, as set forth in the attached Exhibit D. Each party shall track staff ~~time expenditures~~ for match, and report staff ~~time spent expenditures~~ on the Legacy Project to the Legacy Project Manager, as requested by the Legacy Project Manager; provided, however, that it is understood and agreed that, unless otherwise specifically agreed to by the Partners Group, that staff resources, time and contributions shall be deemed "in-kind" contributions to the Project, and no party shall charge time or seek to recover expenses from the Project.

~~22.0. — ***Staff Leads.*** At the request of the Legacy Project Manager or a Working Group Project Manager, a party may agree to lead a portion of the work of the TAC or a portion of the work of a Working Group. Parties that agree to lead any portion of the work of the TAC or a Working Group will report back to the Legacy Project Manager or Working Group Project Manager, as applicable, on the status of the work and seek support of material decisions.~~

23.9. ***Future Riverwalk Owner.*** The parties understand and agree that work on the Riverwalk can progress only so far without identification of the entity or entities that will in fact own or operate the Riverwalk. The parties shall strive to identify the owner(s) and operator(s) of

the Riverwalk by completion of pre-concept design work (approximately June 2016), such that design decisions that affect future ownership and operation of the Riverwalk are made with the approval of the entity or entities that will own and operate the Riverwalk. If the entity or entities that will own or operate the Riverwalk are not a party to this Agreement, the parties will amend this Agreement appropriately and enter into a separate agreement with the owner or operator, as necessary. The prospective owner(s) will be considered “identified” when they have committed to the Partners Group to seek to construct the Riverwalk. The prospective operator(s) will be considered “identified” when they have committed to the Partners Group to take responsibility for future operations, maintenance and security of the Riverwalk. ~~An entity’s commitment to ownership and/or operation to the Partners Group should be in the form of a resolution adopted by the entity’s governing body.~~

~~23.1. — **Finance Oversight Subcommittee.** The parties shall create a finance oversight subcommittee of the TAC made up of at least one member from each party. The finance oversight subcommittee shall oversee the Legacy Project Budget and expenditures of the Legacy Project. The subcommittee will design a financial reporting format and meet with the Legacy Project Manager and Working Group Project Managers quarterly to review reports.~~

~~23. — **Work of the TAC.**~~

~~23.3. — **General.** The following subsections set forth roles and responsibilities regarding the work of the TAC, as of the Effective Date and may change from time to time upon approval of the TAC.~~

~~23.4. — **Project Administration.** Metro will lead and manage the overall administration of the TAC and coordination among the Working Groups. It will create TAC agendas and meeting notes, and coordinate the Partners Group meetings. Metro’s work will also include tracking the Legacy Project scope, schedule, Legacy Project Budget, and expenditures. The parties will strive to rotate the location of the TAC meetings to encourage broad participation.~~

~~23.5. — **Strategic Communications.** Except as related to tribal involvement in Section , Metro will lead the social media strategy, manage newsletters, provide coordination of public engagement with the Working Groups, and create materials needed for funding requests, among other things. Metro will closely coordinate this work with the TAC and with communications staff of each party.~~

~~23.6. — **Public Engagement.** Metro will lead the public engagement efforts in close coordination with the City. The City shall continue to update the Legacy Project website.~~

~~23.7. — **Funding Strategy.** Metro will lead a fundraising and finance strategy for the Legacy Project. This work will coordinate opportunities with Rediscover the Falls and the work of the Working Groups. For lobbying, the County will lead federal efforts, and Metro and the State’s Regional Solutions office will coordinate state efforts.~~

~~23.8. — **Private Parties.** In coordination with and with input from the TAC, Metro will lead negotiations with the Owner, PGE, and other third parties with respect to real property~~

issues and issues that have the potential to significantly impact all aspects of the Legacy Project. The parties shall refrain from communicating directly with the Owner, PGE, or other third parties on these issues without Metro's coordination and input in advance, except with respect to tours (see Section , below). The Working Group Project Managers may engage the Owner, PGE, and other third parties directly on Working Group level issues, and will report the content of such conversations back to the TAC.

~~23.9. **Tribal Involvement.** The State will take the lead to create a process for government to government tribal consultation about involvement in the Willamette Falls Legacy Project and interpretation of the Riverwalk. The parties will coordinate additional tribal involvement, as necessary.~~

~~23.10.2 **Coordination with State Agencies.** The State, through the Regional Solutions office, will lead communication, coordination, and involvement of State Parks and all other state agencies in the Legacy Project, especially with regard to required state permits for the Riverwalk and state funding.~~

~~23.11. **Site Access and Tours.** The City will manage all site access and site tours through the Owner and PGE, and will update the TAC regarding tours on a weekly basis.~~

~~23.12. **Implementation Strategies.** Metro will lead efforts to deliver key decisions and workplans associated with the work of the TAC for future phases of the Legacy Project, taking into account such things as governance, Riverwalk ownership, fundraising, and financing.~~

23. — Work of the Riverwalk Working Group.

~~23.14. **General.** The following subsections set forth roles and responsibilities regarding the Riverwalk Working Group, as of the Effective Date and may change from time to time upon approval of the TAC.~~

~~23.15. **Riverwalk Project Manager.** Metro will provide a staff person to manage and coordinate all of the scopes of work and consultant contracts related to the Riverwalk. The Riverwalk Project Manager, in coordination with the Infrastructure Project Manager and Economic Development Project Manager, will create a project management plan for all the Riverwalk work.~~

23. — Work of the Infrastructure Working Group.

~~23.17. **General.** The following subsections set forth roles and responsibilities regarding the Infrastructure Working Group, as of the Effective Date and may change from time to time upon approval of the TAC.~~

~~23.18. **Infrastructure Project Manager.** The City will provide a staff person to manage and coordinate all of the scopes of work and consultant contracts related to the Infrastructure Working Group. The Infrastructure Project Manager, in coordination with the Economic Development Project Manager, will create a project management plan for all the infrastructure work.~~

~~23.—Work of the Economic Development Working Group.~~

~~23.20. **General.** The following subsections set forth roles and responsibilities regarding the Economic Development Working Group, as of Effective Date and may change from time to time upon approval of the TAC.~~

~~23.21. **Economic Development Project Manager.** The County will lead the Economic Development Working Group. Representatives from the Clackamas County Business and Economic Development department and the Clackamas County Tourism and Cultural Affairs organization will convene the Economic Development Working Group to lead discussions about economic development. In addition the Working Group will review the work of the Infrastructure Working Group.~~

~~23.—Communication Protocols.~~

~~23.23.—~~ All publicity and strategic communications for the Legacy Project will be coordinated through the TAC, so that the parties can deliver unified direction and messages to outside parties.

23.24.3 Each party commits to working within Legacy Project channels and the structure set forth in this Agreement, especially with respect to any potential conflicts, disagreements, external events, or pressures. The parties shall consult with each other first, prior to outreach to third parties, at emergency TAC or Partners Group meetings, as necessary. The parties commit to attendance at emergency meetings.

24.10. Future Riverwalk Owner. The parties understand and agree that it is highly unusual to advance a project through construction without identifying the entity or entities that will own or operate the Riverwalk. The parties commit to developing and participating in a process to identify a future owner and shall strive to identify the owner(s) and operator(s) of the Riverwalk prior to submittal of application(s) for demolition or building permits, whichever is sooner. If the entity or entities that will own or operate the Riverwalk are not a party to this Agreement or if the future owner(s) desire additional decisionmaking rights regarding the Phase 1 Project, the parties will amend this Agreement appropriately and enter into a separate agreement with the owner or operator, as necessary. The prospective owner(s) will be considered “identified” when they have committed to the Partners Group to take responsibility for future operations, maintenance and security of the Riverwalk. An entity’s commitment to ownership and/or operation to the Partners Group should be in the form of a resolution adopted by the entity’s governing body.

24.1.—The Phase 1 Project. The parties acknowledge that Metro has voluntarily assumed the risk associated with constructing the Phase 1 Project. In acknowledgment of the financial, staffing, and scheduling complexity and risk that Metro is assuming, the parties agree that following the Partners Group’s approval of the Riverwalk design and the Phase 1 Project, Metro shall have sole authority and is granted discretion to implement the design and construct the Phase 1 Project, including project permitting, planning, construction contracting, and construction. In implementing the design, Metro is authorized to make all project related decisions, including those associated with value engineering, contracting, scheduling, budgeting,

project feasibility, staffing, collaboration with third parties (including the Owner and PGE), permitting, conditions of approval, and other decisions that may affect the design or construction of the Phase 1 Project. Metro's decisions regarding implementation of the design and construction of the Phase 1 Project are not subject to review under the terms of this Agreement, expressly reserving each parties' regulatory authority as set forth in Section 3.1, above. Metro agrees to use reasonable efforts to construct the Phase 1 Project, but Metro shall not be required to defend nor prosecute any appeals and shall use its sole discretion to determine whether construction of the Phase 1 Project is worth pursuing in the event of any appeals, permit denials, or the discovery of currently unknown conditions. Metro shall use its best efforts to inform the other parties of significant construction decisions, to obtain input from the TAC, the Partners Group, and any potential future owner on such matters, and to keep the parties updated and engaged on the Phase 1 Project. Future phases of the Riverwalk shall be subject to the terms and conditions of this Agreement and not this Section 1.1~~The parties commit to attendance at emergency meetings.~~

~~25.0. The parties commit to communications with tribes consistent with Section ,above.~~

11.

26.12. Miscellaneous

26.12.1 **Waiver of Liability.** Each party assumes all risks arising out of such party's participation in the Legacy Project, including with respect to the condition of the Property, and no party shall be liable to another for such risks, except to the extent caused by a party's gross negligence or willful misconduct.

26.212.2 **Indemnity.** Each party shall hold harmless and indemnify the other parties, and their agents and employees, against any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim arising out of the indemnifying party's work and actions under this Agreement within the maximum liability limits set forth under the Oregon Tort Claims Act and Oregon Constitution.

26.312.3 **Termination.** A party may terminate this Agreement at any time as to such party with thirty (30) days prior written notice to the other parties, if the terminating party believes, or has reason to believe, that funding sufficient to comply with this Agreement will not be made available to the terminating party by the terminating party's governing body. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

26.412.4 **Laws of Oregon; Compliance with Laws.** The laws of the State of Oregon shall govern this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All activities of a party under this Agreement shall be in compliance with all applicable laws, statutes, ordinances, rules, regulations, and requirements of any governmental authority, including all applicable provisions of ORS chapters 279A, 279B, and 279C.

~~26.5~~26.12.5 ***Maintenance of Records.*** The parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document their performance. Each party acknowledges and agrees that it shall retain such documents for a period of three (3) years after termination of this Agreement, or such longer period as may be required by applicable law. In the event of any audit, controversy, or litigation arising out of or related to this Agreement, the parties shall retain such documents until the conclusion thereof.

~~26.6~~26.12.6 ***Relationship of Parties.*** Each of the parties hereto is deemed an independent contractor for purposes of this Agreement. No representative, agent, employee, or contractor of one party shall be deemed to be an employee, agent or contractor of any other party for any purpose. Nothing herein is intended, nor may it be construed, to create among the parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each party hereby disclaims any such relationship.

~~26.7~~26.12.7 ***Preservation of Privileges; Public Records.*** The parties acknowledge and agree that a primary purpose of this Agreement is to encourage frank communication and close collaboration among the parties for the maximum benefit of the Legacy Project, preliminary to any final action by the parties' governing bodies. The parties will disclose and transmit information to one another regarding possible direction for the Legacy Project and possible real estate transaction(s) with the Owner or third parties. The parties intend to preserve all rights under Oregon Public Records law, including, without limitation, exemptions related to internal advisory communications under ORS 192.502(1) and related to sharing of information regarding a potential real property negotiation under ORS 192.502(9)(a), the disclosure of which is restricted under ORS 192.660(2)(e). The parties intend by this section to protect from disclosure all Legacy Project information exchanged between any parties, or between any party and a consultant hired by a party for the Legacy Project, to the greatest extent permitted by law, regardless less whether the exchange occurred before execution of this Agreement and regardless of whether the writing or the document is marked "Confidential."

~~26.8~~26.12.8 ***No Third-Party Beneficiary.*** This Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

~~26.9~~26.12.9 ***Assignment.*** No party may assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other parties.

~~26.10~~26.12.10 ***Entire Agreement; Prior Agreements.*** This Agreement constitutes the entire agreement among the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. To the extent this Agreement contradicts the MOU, this Agreement governs.

~~26.11~~12.11 **Modification; Waiver.** No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification, or change of terms of this Agreement will bind any party unless in writing and signed by the parties. The failure of a party to enforce any provision of this Agreement will not constitute a waiver by a party of that or any other provision.

~~26.12~~12.12 **Authority.** The representatives signing on behalf of the parties certify they are duly authorized by the party for whom they sign to make this Agreement.

~~26.13~~12.13 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

{Remainder of page blank; signatures on next page.}

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF OREGON CITY

METRO

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

CLACKAMAS COUNTY

STATE OF OREGON, through its Parks
and Recreation Department

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

STATE OF OREGON, through its
Portland Metro Regional Solutions
Office

Name: _____
Title: _____
Date: _____

Exhibit A: Legacy Project Budget
Exhibit B: Partners Group
Exhibit C: ~~Org. Chart~~ TAC Work
Exhibit D: Staffing Commitments

Exhibit B

Partners Group

State

State Senator
State Representative
Regional Solutions
Oregon State Parks

Metro

Metro Council President
Metro Councilor
Metro Chief Operating Officer

Clackamas County

County Commissioner
County Commissioner
County Administrator

Oregon City

Mayor
City Commissioner
City Manager

Exhibit C

Work of the TAC

1. **General.** The following subsections set forth roles and responsibilities regarding the work of the TAC, as of the Effective Date of this Agreement and may change from time to time upon approval of the TAC.

1.1 **Project Administration.** Metro will lead and manage the overall administration of the TAC. It will create TAC agendas and meeting notes, and coordinate the Partners Group meetings. Metro's work will also include tracking the Legacy Project scope, schedule, Legacy Project Budget, and expenditures.

~~26.14~~1.2 **Strategic Communications.** Except as related to tribal involvement in Section 1.6, below, Metro will lead the social media strategy, manage newsletters, provide coordination of public engagement, and create materials needed for funding requests, among other things. Metro will closely coordinate this work with the TAC and with communications staff of each party.

1.3 **Public Engagement.** Metro will lead the public engagement efforts in close coordination with the City. Metro will update the Legacy Project website.

1.4 **Funding Strategy.** The parties, through the TAC, will collaborate on fundraising and financing of the Legacy Project and future phases of the Riverwalk. This work will coordinate opportunities with Rediscover the Falls and is supported by funding from Oregon City, Clackamas County, and Metro.

1.5 **Private Parties.** In coordination with and with input from the TAC, Metro will lead negotiations with the Owner, PGE, and other third parties with respect to issues that have the potential to significantly impact all aspects of the Legacy Project, including real property issues. The parties shall refrain from communicating directly with the Owner, PGE, or other third parties on these issues without Metro's coordination and input in advance.

1.6 **Tribal Involvement.** The State will take the lead in government to government tribal consultation about involvement in the Willamette Falls Legacy Project and interpretation of the Riverwalk. Metro will create a process for additional tribal involvement, as necessary.

~~26.15~~1.7 **Coordination with State Agencies.** The State, through the Regional Solutions office, will lead communication, coordination, and involvement of State Parks and all other state agencies in the Legacy Project, especially with regard to required state permits for the Riverwalk and state funding.

1.8 **Site Access and Tours.** Metro will coordinate scheduling of site access and site tours with the Owner and PGE, and will update the TAC regarding tours on a weekly basis. All parties shall help lead and facilitate the tours.

1.9 **Implementation Strategies.** Metro will lead efforts to deliver key decisions and workplans associated with the work of the TAC for future phases of the Legacy Project, taking into account such things as governance, Riverwalk ownership, fundraising, and financing. Metro awarded Oregon City a Community Planning and Development Grant (“CPDG”) for the purposes of reducing and removing barriers to private development. The TAC will continue to coordinate the scope of work for the CPDG as it relates to the Legacy Project.

1.10 **Riverwalk Project Manager.** Metro will provide a staff person to manage and coordinate all of the scopes of work and consultant contracts related to the Riverwalk. The Riverwalk Project Manager will create a project management plan for all the Riverwalk work.

1.11 **Economic Development Project Manager.** The City will take the lead on the creation and implementation of an economic development strategy for the Legacy Project.



City of Oregon City

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

Staff Report

File Number: 17-336

Agenda Date: 6/21/2017

Status: Consent Agenda

To: City Commission

Agenda #: 8a.

From: Public Works Director John Lewis

File Type: Contract

SUBJECT:

Personal Services Agreement Amendment No. 2 with KPFF, Inc. for the 12th & Washington Street Traffic Signal Installation (CI 16-014)

RECOMMENDED ACTION (Motion):

Authorize the City Manager to execute Amendment No. 2 to the Personal Services Agreement (PSA) in the amount of \$79,929.00 with KPFF, Inc. to provide professional & construction administration services necessary for the final design & construction of the 12th & Washington Traffic Signal Installation.

BACKGROUND:

In September 2016, City Commission authorized the Personal Services Agreement with KPFF, Inc. to provide consultation and engineering services to provide 90% design plans for the 12th & Washington Street Traffic Signal Installation Project.

Amendment #1 was approved for provisions of additional services including design of the curb ramps that do not meet ADA requirements and the addition of fiber optic interconnect for the traffic signal installation along Washington Street from 12th Street to Abernethy Road.

At this time, 90% plans have been completed. This amendment will allow the project to move into final design, bidding & construction.

Original Contract:	\$68,162.00
Amendment #1:	\$17,275.00
Amendment #2:	<u>\$79,929.00</u>
Total Amended Contract:	\$165,366.00

BUDGET IMPACT:

Amount: \$79,929.00

FY(s): 2017/2018

Funding Source: Transportation Fund

CITY OF OREGON CITY
Amendment No. 1 to Personal Services Agreement

12th & Washington Traffic Signal Installation (CI 16-014)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **KPFF, Inc.**, hereinafter called "PS Contractor," which was previously entered into on **September 23, 2016** ("Contract") for **12th & Washington Traffic Signal Installation (CI 16-014)**; and

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

WITNESSETH:

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


For provision of additional services including reconstruction of the curb ramps at the northeast & southeast corners of the intersection, as they do not meet ADA requirements & the addition of fiber optic interconnect for the traffic signal installation along Washington Street from 12th Street to Abernethy Road.

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

For provision of additional service described above, the contract price shall be increased by an amount not to exceed **seventeen thousand two hundred seventy-five and 00/100 dollars (\$17,275.00)**. The total not to exceed amount of the Agreement shall be **eighty five thousand four hundred thirty-seven and 00/100 dollars (\$85,437.00)**.

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

KPFF, INC.


By: 

Name: Ryan Milkowski

Title: ASSOCIATE

Date: 12 - 13, 2016

CITY OF OREGON CITY


John M. Lewis, P.E.

Date: 12-13, 2016

Public Works Director
625 Center Street
Oregon City, OR 97045



12th and Washington Traffic Signal Project

(CI 16-014)

SCOPE OF WORK AMENDMENT #1

For Civil Engineering Services

KPFF Consulting Engineers

December 8, 2016

A. DESCRIPTION

The following modifications to the original project scope of work have been requested by the Oregon City project manager:

- The addition of reconstruction of curb ramps at the northeast and southeast corners of the intersection.
- The addition of a fiber optic interconnect for the traffic signal installation along Washington Street from 12th Street to Abernethy Road.

B. SCOPE OF WORK

To accommodate the modifications identified above, the KPFF team's scope of work will be modified as follows:

Task 1 – Project Management and Administration

- No changes proposed.

Task 2 – Research and Data Gathering

- No changes proposed.

Task 3 – Preliminary Engineering

- No changes proposed.

Task 4 –Final Design

Work under this task will be modified as follows:

- Add Section 4.5 – 60% Plans – Additional Curb Ramps
 - Detailed grading and layout for curb ramps at the northeast and southeast ramps.
 - 60% Engineers cost estimate.

Deliverables:

- 60% Curb ramp detailed grading and layout plan(s).
 - 60% Engineers cost estimate.
- Add Section 4.6 – 60% Fiber Optic Interconnect Design (DKS).
 - DKS shall prepare 60% fiber optic interconnect plans, special provisions, and Engineer's cost estimate to provide traffic signal interconnect along Washington Street from 12th

SCOPE OF SERVICES AND FEE – AMENDMENT #1

RE: 12th & Washington Signal Improvement

December 8, 2016

Page 2

Street to Abernethy Road. Plans will include conduit, hand holes, fiber cable, and communications equipment, no details or splice diagrams are included with this task. The design shall meet current Clackamas County standards, and DKS will coordinate with County staff to determine appropriate splice locations and strand allocations.

- DKS shall provide a complete quality control review of all DKS work products using a quality control checklist, prior to submittal to the City.

Deliverables:

- 60% fiber optic interconnect plans
 - Interconnect legend (1 sheet)
 - Interconnect plans (3 sheets)
 - 60% Engineer's cost estimate for fiber optic interconnect bid items.
 - 60% project special provisions for fiber optic interconnect.
 - Site visit to verify existing conduit and wiring from 14th Street to Abernethy Road.
 - Meeting with City Staff
- Add Section 4.7 – 90% Plans – Additional Curb Ramps
 - Detailed grading and layout for curb ramps at the northeast and southeast ramps based on comments received on the 60% design package.
 - Engineer's cost estimate.

Deliverables:

- 90% Curb ramp detailed grading and layout plan(s).
 - 90% Engineers cost estimate.
 - Responses to City and County comments.
- Add Section 4.8 – 90% Fiber Optic Interconnect Design (DKS)
 - DKS shall prepare 90% fiber optic interconnect plans, special provisions, and Engineer's cost estimate, based on comments received on the 60% design package. Plans will include details, fiber optic splice diagrams, and logical diagrams
 - DKS shall provide a complete quality control review of all DKS work products using a quality control checklist, prior to submittal to the City.

Deliverables:

- 90% fiber optic interconnect plans
 - Interconnect legend (1 sheet)
 - Interconnect plans (3 sheets)
 - Interconnect details (1 sheet)
 - Fiber Optic Splice Diagrams (2 sheets)
 - Logical Diagram (1 sheet)
- 90% Engineer's cost estimate for fiber optic interconnect bid items.
- 90% project special provisions for fiber optic interconnect.

SCOPE OF SERVICES AND FEE – AMENDMENT #1
RE: 12th & Washington Signal Improvement
December 8, 2016
Page 3

- Responses to review comments from the City and the County.



CITY OF OREGON CITY
12th & WASHINGTON TRAFFIC SIGNAL PROJECT
12/8/2016
Amendment #1

Task #	Task Description	Hourly Rates						Total Hours	KPFF Labor Cost	GeoDesign	DKS	Expenses	Subtotals
		Principal	PM	PE	Design Eng	CADD	Clerical						
		\$178.87	\$144.88	\$132.36	\$100.16	\$98.37	\$74.53						
1	PROJECT MANAGEMENT AND ADMINISTRATION												
	TOTALS	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
2	RESEARCH AND DATA GATHERING												
	TOTALS	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
3	PRELIMINARY DESIGN												
	TOTALS	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
4	FINAL DESIGN												
4.5	60% Plans - Additional Curb Ramps							0	\$ -				\$ -
	Plans		2		10	4		16	\$ 1,685				\$ 1,685
	Estimate				2			2	\$ 200				\$ 200
4.6	60% Fiberoptic Interconnect Design (DKS)							0	\$ -		\$ 4,690		\$ 4,690
								0	\$ -				\$ -
4.7	90% Plans - Additional Curb Ramps							0	\$ -				\$ -
	Plans		2		8	4		14	\$ 1,485				\$ 1,485
	Estimate				1			1	\$ 100				\$ 100
4.8	90% Fiberoptic Interconnect Design (DKS)							0	\$ -		\$ 9,115		\$ 9,115
													\$ -
	TOTALS	0	4	0	21	8	0	33	\$ 3,470	\$ -	\$ 13,805	\$ -	\$ 17,275
	PROJECT TOTAL:	0	4	0	21	8	0	33	\$ 3,470	\$ -	\$ 13,805	\$ -	\$ 17,275

Oregon City - 12th & Washington Signal Design

DKS Budget - FO Design

12/8/2016

	PIC (Grade 33)	QC (Grade 25)	PM (Grade 21)	PE (Grade 11)	CAD (Grade 9)	PA (Tech M)	Expenses	Total
	\$215.00	\$175.00	\$155.00	\$105.00	\$95.00	\$95.00		
Task 4.6 60% FO Interconnect Design	1	2	8	20	8	0	\$25	\$4,690.00
Task 4.8 90% FO Interconnect Design	1	4	16	40	16	0	\$0	\$9,115.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
Total NTE	2	6	24	60	24	0	\$25	\$13,805.00

Legend:

PIC = Principal-in-Charge

QC = Senior QC Reviewer

PM = Project Manager

PE = Project Engineer

CAD = Cad Technician

PA = Project Assistant

Expenses = Mileage and/or Traffic Counts

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

12th & Washington Traffic Signal Installation (CI 16-014)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **KPFF, Inc.**, hereinafter called "PS Contractor," which was previously entered into on **September 23, 2016** ("Contract") for **12th & Washington Traffic Signal Installation (CI 16-014)**; and

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

WITNESSETH:

1. The **Duration of Contract** is hereby amended as follows: The term of this agreement shall be extended to June 30, 2018.

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

For provision of additional services including completion of final design and construction administration services.

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

For provision of additional service described above, the contract price shall be increased by an amount not to exceed **seventy-nine thousand nine hundred twenty-nine and 00/100 dollars (\$79,929.00)**. The total not to exceed amount of the Agreement shall be **one hundred sixty-five thousand three hundred sixty-six and 00/100 dollars (\$165,366.00)**.

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

KPFF, INC.

CITY OF OREGON CITY

By: _____

Name: _____

Title: _____

Date: _____, 2017

John M. Lewis, P.E.

Date: _____, 2017

Public Works Director

625 Center Street

Oregon City, OR 97045



12th and Washington Traffic Signal Project

(CI 16-014)

SCOPE OF WORK AMENDMENT #2

For Civil Engineering Services

KPFF Consulting Engineers

January 13, 2017

(Revised May 15, 2017)

A. DESCRIPTION

The following modifications to the original project scope of work have been requested by the Oregon City project manager:

- Completion of Final design
- Construction Administration

B. SCOPE OF WORK

To accommodate the modifications identified above, the KPFF team's scope of work will be modified as follows:

Task 1 – Project Management and Administration

- No changes proposed.

Task 2 – Research and Data Gathering

- No changes proposed.

Task 3 – Preliminary Engineering

- No changes proposed.

Task 4 –Final Design

Work under this task will be modified as follows:

- Add Task 4.9 – Final Design PS&E
 - Incorporate modifications to the 90% PS&E to address City review comments.
 - Incorporate detailed grading and layout for curb ramps at the northeast and southeast ramps.
 - Develop Final Plans
 - Develop Final Special specifications
 - Develop Final Engineer's cost estimate.

Deliverables:

- Stamped Construction Drawings.

SCOPE OF SERVICES AND FEE – AMENDMENT #2

RE: 12th & Washington Signal Improvement

January 13, 2017 (*Revised May 15, 2017*)

Page 2

- Final estimate of probable construction costs.
- Stamped specification special provisions.

- Add Task 4.10 – Final Structural Design for Foundation

Deliverables:

- Stamped design calculations.
- Stamped structural foundation plans.

- Add Task 4.11– Final Traffic Signal Design (DKS).

- DKS shall prepare Final traffic signal plans, special provisions, and Engineer's cost estimate, based on comments received on the 90% design package.
- DKS shall provide a complete quality control review of all DKS work products using a quality control checklist, prior to submittal to the City.

Deliverables:

- Stamped traffic signal plans.
- Final Engineer's cost estimate for traffic signal bid items.
- Final project special provisions for traffic signals.

- Add Task 4.12 – Final Signing and Pavement Marking Design (DKS)

- DKS shall prepare final signing and pavement marking plans, special provisions, and Engineer's cost estimate, based on comments received on the 90% design package.
- DKS shall provide a complete quality control review of all DKS work products using a quality control checklist, prior to submittal to the City.

Deliverables:

- Stamped signing and pavement marking plans.
- Final Engineer's cost estimate for signing and pavement marking bid items.
- Final project special provisions for signing and pavement marking.

- Add Task 4.13 – Final Fiber Optic Interconnect Design (DKS)

- DKS shall prepare final fiber optic interconnect plans, special provisions, and Engineer's cost estimate, based on comments received on the 90% design package.
- DKS shall provide a complete quality control review of all DKS work products using a quality control checklist, prior to submittal to the City.

Deliverables:

- Stamped fiber optic interconnect plans.
- Final Engineer's cost estimate for fiber optic interconnect bid items.
- Final project special provisions for fiber optic interconnect.

Task 5 –Bid Phase Assistance

Add the following Tasks:

- Task 5.1 – Assist with responding to contractor questions. Responses to questions will be forwarded to the City for distribution.
- Task 5.2 – Prepare (1) addendum as necessary and appropriate including text and plan revisions.

Deliverables:

- Addenda materials (plans and/or narrative).

Task 6 –Services during Construction

Add the following tasks:

- Task 6.1 – Attend preconstruction meeting.
- Task 6.2 – Civil Site Inspection
 - Perform construction observations. Assume 24 week total construction time with 6 weeks of actual on-site construction. KPFF will conduct up to 3 visits per week.

Deliverables:

- Daily Inspection Reports
- Task 6.3 – Traffic Site Inspection (DKS)
 - Perform construction observations at key points during construction, such as foundation preparation and pouring, and ADA ramp preparation. DKS will conduct 3 site visits during construction. It is assumed that daily inspection and verification of materials installed will be completed by others.
- Task 6.4 – Special Inspections
 - Special Inspector will attend preconstruction meeting as required.
 - Inspection of signal foundation rebar cages.
 - Slump/strength testing of signal pole foundation concrete.
 - Strength testing of sidewalk concrete.
 - Compaction testing of pavement aggregate base material (assume 2 tests per curb return).
 - Compaction testing of asphalt pavement (assume 2 tests per curb return).
 - Laboratory concrete strength testing.

Deliverables:

- Test results
- Final compliance letter upon request.
- Task 6.5 – Review shop drawings and materials submittals

SCOPE OF SERVICES AND FEE – AMENDMENT #2

RE: 12th & Washington Signal Improvement

January 13, 2017 (*Revised May 15, 2017*)

Page 4

- Consultant shall review shop drawings, material submittals, test results, and other construction submittals from the Construction Contractor. Submittals shall be reviewed for conformance to the contract documents and the intent of the design.
- Task 6.6 – Respond to RFIs
 - Consultant shall review and respond to RFI's from contractor.
- Task 6.7 – Final Walkthrough and punch list
 - Consultant will participate in a Substantial Completion walk-through and will develop Punch List.
- Task 6.8 – Record Drawings
 - The Consultant shall make corrections to the project plans and provide copies of completed "Record Drawings" to the City for final records. The corrections to the plans will be based on redline markups of the modifications made during construction provided by the Contractor and observed during project inspections.
- Task 6.9 – Pre-Construction Survey
 - Research of existing monuments within the project limits.
 - Pre-Construction survey performed.
 - Record pre-construction survey with Clackamas County to record location of all monuments within the project area.
- Task 6.10 – Post-Construction Survey
 - Post-construction survey performed after construction is completed. Includes survey of all replaced monuments and the verified location of undisturbed monuments.
 - Record post-construction survey with Clackamas County.



CITY OF OREGON CITY
12th & WASHINGTON TRAFFIC SIGNAL PROJECT
1/5/2017 (Revised 2/15/2017)
Amendment #2

Task #	Task Description	Hourly Rates							Total Hours	KPFF Labor Cost	GeoDesign	DKS	Expenses	Subtotals
		Principal \$178.87	PM \$144.88	PE \$132.36	Special Ins. \$103.00	Design Eng \$100.16	CADD \$98.37	Clerical \$74.53						
1	PROJECT MANAGEMENT AND ADMINISTRATION													
1.1	Project Coordination	1	2						3	\$ 469				\$ 469
1.2	Project Schedule		1						1	\$ 145				\$ 145
1.3	Monthly invoices		2						2	\$ 290				\$ 290
1.4	Meetings (2)		6						6	\$ 869				\$ 869
1.5	KPFF Structural								0	\$ 758				\$ 758
	TOTALS	1	11	0	0	0	0	0	12	\$ 2,531	\$ -	\$ -	\$ -	\$ 2,531
2	RESEARCH AND DATA GATHERING													
	TOTALS	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
3	PRELIMINARY DESIGN													
	TOTALS	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
4	FINAL DESIGN													
4.9	Final Plans, Specifications, and Estimate (PS&E)								0	\$ -				\$ -
	Plans		2			12	8		22	\$ 2,279				\$ 2,279
	Special Provisions		1	2				1	4	\$ 484				\$ 484
	Estimate		1	2					3	\$ 410				\$ 410
	QC Review	2	1						3	\$ 503				\$ 503
4.10	Structural Design for Foundations								0	\$ 2,400				\$ 2,400
4.11	Final Traffic Signal Design (DKS)								0	\$ -		\$ 2,865		\$ 2,865
4.12	Final Signing & Pavement Marking Design (DKS)								0	\$ -		\$ 1,405		\$ 1,405
4.13	Final FO Interconnect Design (DKS)								0	\$ -		\$ 3,480		\$ 3,480
	TOTALS	2	5	4	0	12	8	1	32	\$ 6,075	\$ -	\$ 7,750	\$ -	\$ 13,825
									0	\$ -				
5	BID PHASE ASSISTANCE													
5.1	Assist with responding to contractor questions		2			4			6	\$ 690		\$ 940		\$ 1,630
5.2	Prepare (1) addendum	1	2			4	4	1	12	\$ 1,337		\$ 1,705		\$ 3,042
									0	\$ -				\$ -
	TOTALS	1	4	0	0	8	4	1	18	\$ 2,028		\$ 2,645	\$ -	\$ 4,673
6	SERVICES DURING CONSTRUCTION													
6.1	Attend pre-Construction meeting		3						3	\$ 435		\$ 805		\$ 1,240
6.2	Civil Site Inspection (Assume 24 wks of construction duration with 6 weeks of actual construction. KPFF will make 3 visits a week)		8	72				24	104	\$ 12,478			\$ 1,080	\$ 13,558
6.3	Traffic Site Inspection (DKS)								0	\$ -		\$ 2,895		\$ 2,895
6.4	Special Inspection				89				89	\$ 9,167			\$ 1,810	\$ 10,977
6.5	Review shop drawings and materials submittals		8			12		8	28	\$ 2,957		\$ 4,000		\$ 6,957
6.6	Respond to RFIs	1	4			8		4	17	\$ 1,858		\$ 2,405		\$ 4,263
6.7	Final Walkthrough and punchlist		4					1	5	\$ 654		\$ 1,485		\$ 2,139
6.8	Record Drawings	1	2			4	4	1	12	\$ 1,337		\$ 2,535		\$ 3,872
6.9	Pre-Construction Survey								0	\$ 6,500				\$ 6,500
6.10	Post-Construction Survey								0	\$ 6,500				\$ 6,500
									0	\$ -				\$ -
									0	\$ -				\$ -
	TOTALS	2	29	72	89	24	4	38	258	\$ 41,886		\$ 14,125	\$ 2,890	\$ 58,901
	PROJECT TOTAL:	6	49	76	89	44	16	40	320	\$ 52,519	\$ -	\$ 24,520	\$ 2,890	\$ 79,929

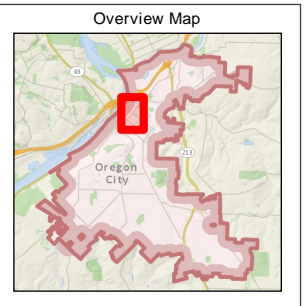
12th & Washington Traffic Signal Installation Project



Legend

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

Notes



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



0 400 Feet
1: 4,800

Oregon City GIS Map

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





City of Oregon City

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

Staff Report

File Number: 17-355

Agenda Date: 6/21/2017

Status: Consent Agenda

To: City Commission

Agenda #: 8b.

From: Finance Director Wyatt Parno

File Type: Resolution

SUBJECT:

Resolution No. 17-17, Supplemental Budget for the 2015-17 Biennium

RECOMMENDED ACTION (Motion):

Move to approve Resolution No. 17-17, A Resolution to Adopt a Supplemental Budget for the 2015-17 Biennium

BACKGROUND:

The Mayor and City Commission adopted the 2015-17 Biennial Budget with Resolution No. 15-19 on June 17, 2015. Conditions that were not known at the time the budget was prepared have occurred that require adjustments to the Adopted Budget through a supplemental budget. Oregon Budget Law allows the City Commission to make these adjustments by resolution.

The adjustments include:

- Additional pass through payments to Tri-City Service District from utility collections.
- Recognition of grant proceeds from the Oregon State Marine Board to repair the Clackamette Park boat ramp.
- An increase to the Police legal budget for personnel matters and reclassification of legal expenses from transfer accounts to expense accounts.
- The addition of a College Resource Officer for Clackamas Community College, paid for by the College.

Additional information on each adjustment is provided in the Budget Adjustment Summary.

BUDGET IMPACT:

Amount: Details included in the Budget Adjustment Summary

FY(s): 2015-17

Funding Source: Various

RESOLUTION NO. 17-17

A RESOLUTION TO ADOPT A SUPPLEMENTAL BUDGET FOR THE 2015-17 BIENNIUM

WHEREAS, the City Commission adopted a budget for the 2015-17 Biennium and made appropriations by Resolution No. 15-19; and

WHEREAS, conditions that were not known at the time the budget was prepared have occurred that require adjustments to the Adopted Budget; and

WHEREAS, ORS 294.338, ORS 294.463 and ORS 294.466 provide the legal basis for changes in appropriations, and ORS 294.471 and ORS 294.473 provide the legal basis for supplemental budgets by Commission Resolution; and

WHEREAS, the need now exists to appropriate additional pass-through requirements for collection of wastewater treatment charges on behalf of Tri-City Service District, recognize a grant obtained from the Oregon State Marine Board to repair the Clackamette Park Boat Ramp, increase police legal expenses for unanticipated personnel matters, complete an administrative adjustment to reclassify legal budget transfers to materials and services, and add a College Resource Officer for Clackamas Community College.

NOW, THEREFORE, OREGON CITY RESOLVES:

Section 1. The Budget Adjustment Summary as attached shall be made a part hereof and authorized.

Section 2. This resolution shall take effect immediately upon its adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 21st day of June 2017.

DAN HOLLADAY, Mayor

Attested to this 21st day of June 2017:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Oregon City
Budget Adjustment Summary
2015-2017 Budget Adjustment 8

<u>Description</u>	<u>Account</u>	<u>Current Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Revised Budget</u>
1) Increase Pass Through Revenue for Tri-City Service District					
Wastewater Fund					
Pass Through Revenue - TCSD	R 520-552-4576	\$ 7,829,196	\$ 500,000	\$ -	\$ 8,329,196
Pass Through Expense - TCSD	E 520-552-6714	\$ 7,829,196	\$ 500,000	\$ -	\$ 8,329,196
2) Recognize Grant from Oregon State Marine Board for Clackamette Park Boat Ramp					
General Fund					
Intergovernmental - Boat Ramp Maintenance	R 100-310-4331	\$ 20,200	\$ 145,450	\$ -	\$ 165,650
Capital Improvements - Infrastructure	E 100-310-7040	\$ -	\$ 145,450	\$ -	\$ 145,450
3) Increase Police Legal Budget for Personnel Matters and Reclassify Legal Expenses to Departments					
General Fund					
Beginning Balance	R 100-190-4999	\$ 4,652,309	\$ 200,000	\$ -	\$ 4,852,309
Legal Expense - Police	E 100-210-6008	\$ 8,000	\$ 200,000	\$ -	\$ 208,000
Transfer In - Legal Fees Reimbursed	R 100-120-4979	\$ 283,091	\$ -	\$ 246,091	\$ 37,000
Legal Expense	E 100-180-6013	\$ 301,000	\$ -	\$ 246,091	\$ 54,909
4) Add College Resource Officer					
General Fund					
Intergovernmental - Other Local Grants	R 100-210-4380	\$ -	\$ 12,500	\$ -	\$ 12,500
Salaries	E 100-210-5120	\$ 8,493,299	\$ 7,500	\$ -	\$ 8,500,799
Benefits	E 100-210-5200	\$ 5,628,958	\$ 5,000	\$ -	\$ 5,633,958

Descriptions:

- Oregon City collects revenue for Tri-City Service District customers and remits the money to the District as pass through payments. District charges have been higher than anticipated due to additional customer connections, rate increases, and TCSD's implementation of a rate differential. This adjustment increases the budget for pass through funds.
- The Parks Department obtained a grant from the Oregon State Marine Board to help repair the boat ramp at Clackamette Park which was closed in 2013 due to safety concerns. This budget adjustment recognizes the grant and the expenses associated with the repairs.
- The Police Department has experienced higher than anticipated legal expenses during contract negotiations and related to other personnel matters. This adjustment increases the legal budget for the Police Department. In addition, Finance is reclassifying legal expenses to line items within each department's budget as part of the chart of accounts restructuring to more accurately report legal expenses. This adjustment completes the reclassification entry approved by the Commission as Budget Adjustment 7.
- The Police Department is entering an intergovernmental agreement with Clackamas Community College to provide a full time resource officer. Clackamas Community College will reimburse the City for the salary, benefits and overhead for this officer. This budget adjustment recognizes one month's salary and benefits to allow for the position to be hired in the current year. The full cost of the position is included as an addition to the 2017-2019 Biennial Budget to be adopted at the June 21 City Commission meeting. The intergovernmental agreement with the college will be presented at a subsequent Commission meeting.



City of Oregon City

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

Staff Report

File Number: 17-357

Agenda Date: 6/21/2017

Status: Consent Agenda

To: City Commission

Agenda #: 8c.

From: Public Works Director John Lewis

File Type: Contract

SUBJECT:

Public Improvement Contract with Intermountain Slurry Seal, Inc. for the Asphalt Rubber Chip Seal Project

RECOMMENDED ACTION (Motion):

Award the bid and authorize the City Manager to execute the Contract Agreement in the amount of \$61,837.50 with Intermountain Slurry Seal, Inc. to provide construction services to complete the Asphalt Rubber Chip Seal Project.

BACKGROUND:

In accordance with City and State contracting procedures, the City of Oregon City would like to establish a contract for asphalt rubber chip seal services with Intermountain Slurry Seal, Inc. utilizing an Interstate Cooperative Agreement per ORS 279A.220. This agreement allows the City of Oregon City to piggyback off of the 2017 Joint City-County Preservation Project the City of Vancouver, City of Washougal, and Clark County cooperatively entered into with Intermountain Slurry Seal, Inc. to provide slurry seal, chip seal, and micro-surfacing services.

Per the Joint-City County contract, Section 1-04.1 Intent of the Contract expressly allows other agencies to take advantage of the contractor's services and set price under The Washington State Interlocal Cooperation Act Ch. 39.34 RCW which allows other public agencies to purchase identical prices and services under their solicitation or contract.

Following ORS 279A.220(b), a notice of intent to establish a contract was published in the Portland Daily Journal of Commerce on May 24, 2017 and did not receive any comments within the required seven day public notice period.

The work authorized by this contract is funded through the City's Pavement Maintenance Utility Fee (PMUF) and is a necessary component of the City's annual street maintenance commitment. The asphalt rubber (AR) chip seal application will be a first for the City as it usually utilizes a chip seal treatment consisting of crushed rock. The AR chip seal is composed of a blend of asphalt cement and crumb rubber, oftentimes consisting of reclaimed tire rubber. This rubber in the binder creates a flexible and tough material that is more resistant to cracking and blunts cracks if they do appear to prevent spreading. Without this treatment, these existing cracks and rough surfaces will become more porous allowing water to compromise the subgrade, and causing the road section to fail.

The required work includes the application of approximately 14,525 square yards of AR chip seal material including street preparation, neighborhood notification, traffic control, material delivery, material application, striping, and final project cleanup. The work is set to be completed by September 1, 2017.

BUDGET IMPACT:

Amount: \$61,837.50

FY(s): 2017-18

Funding Source: Pavement Maintenance Utility Fee

SECTION IIIA
CONTRACT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2017, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and INTERMOUNTAIN SLURRY SEAL, INC. (“CONTRACTOR”).

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

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **ASPHALT RUBBER CHIP SEAL PROJECT** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Contract Agreement Oregon City Public Improvement Standard Conditions Statutory Conditions to Contract Agreement State of Oregon Statutory Public Works Bond Prevailing Wage Rates for Public Works Contracts in Oregon dated January 1, 2017 Prevailing Wage Apprenticeship Rates dated April 1, 2017 Prevailing Wage Rates Amendment dated April 1, 2017 Definitions of Covered Occupations for Public Works Contracts in Oregon dated January 1, 2016	Special Provisions Payment Bond Performance Bond Contract Drawings City of Oregon City Standard Details 2015 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents Washington DOT Standard Specifications City of Vancouver contract which includes: <ul style="list-style-type: none">The contract documents for the City of Vancouver, Washington 2017 Joint City-County Preservation Project, Project No. 071817, incorporated herein by reference All items included within these Contract Documents.
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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 complete by or before **September 1, 2017** as identified in 00180.50(c) of the Special Provisions.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **Sixty-one thousand eight hundred thirty-seven and 50/100 dollars (\$61,837.50)**.

ARTICLE IV - Warranty and Quality of Work

In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that the work will be of good quality, free from faults and

defects and in conformance with the City's specifications. Work that does not conform to these standards shall be considered defective.

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

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

CITY OF OREGON CITY

INTERMOUNTAIN SLURRY SEAL, INC.

Printed Name

by: _____
Anthony J. Konkol III
City Manager

by: _____
Authorized signature

Title

by: _____
John M. Lewis, P.E.
Public Works Director

Federal Taxpayer ID Number:

Approved as to Legal Sufficiency:

Address:

By: _____
City Attorney

City Commission Award Date:

PDX_DOCS:450173.1
06/9/17 2:50 PM

PROPOSAL AND CONSTRUCTION CONTRACT



Date of Proposal: 5/25/17

Proposal Valid Until:

TO: Oregon City
233 S. Center Street
Oregon City, OR 97405

PHONE: 503-657-8241

EMAIL:

Description and Location of Work: Oregon City AR Chip Seal

ITEM	ITEM DESCRIPTION	APPROX QTY	UNITS	UNIT PRICE	TOTAL
1	Mobilization	1.00	LS	\$ 8,500.00	\$ 8,500.00
2	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00
3	3/8" AR Chip Seal	14525	SY	\$ 3.50	\$ 50,837.50
TOTAL					\$ 61,837.50

Note: Proposal Includes Traffic Control Supervisor with signage.

Special Conditions/Exclusions:

- 1) Bonds are excluded but are available at 1% of bid price.
- 2) This quote is based on one move-in, additional move-ins will be charged at \$10,500.00 each. (Move-in defined as a deviation from agreed upon work schedule)
- 3) Excessive cleaning not included (i.e. contractor debris, landscaping material, equipment tracking of mud, etc.)
- 4) Not responsible for lay out limits, to be done by prime contractor.
- 5) Not responsible for reflective cracking or sub-grade failure.
- 6) This proposal is based on all work being performed in one mobilization. Three weeks lead time required for mobilization.
- 7) This proposal assumes that mutually agreeable commercial and legal terms and conditions will be reached.
- 8) A suitable stockpile location and water source to be furnished by others.
- 9) This Proposal and Construction Contract is subject to the terms and conditions attached.

If you have any questions regarding this proposal, please give me a call at (775) 358-1355. Thank you for your consideration.

Sincerely,

Marc Thoreson

Marc Thoreson
Construction Manager

Intermountain Slurry Seal, Inc
1120 Terminal Way
Reno, Nevada 89502
PHONE: (775) 358-1355
FAX: (775) 355-3458
NV Contractors LIC # 0023657

GENERAL CONDITIONS

This Proposal and Construction Contract assumes that mutually agreeable commercial and legal terms and conditions will be reached.

This Proposal and Construction Contract, including, General Conditions and attachments hereto, if any identified in Special Conditions (herein "Contract") is entered into as of the date of proposal by and between Intermountain Slurry Seal, Inc and Oregon City, OR herein called "Owner". Owner and Contractor agree as follows: Contractor shall commence and continue thereafter to diligently perform the Work in accordance with mutually agreed upon schedule. The mutually agreed upon schedule shall provide for N/A working days in which to perform the Work. A working day is defined as any day except Saturday, Sunday, and Legal Holidays and except days on which Contractor is prevented from proceeding with at least ninety percent of the normal labor and/or equipment force required to perform the Work due to events or circumstances beyond the control of Contractor including, but not limited to, those events or circumstances identified in Sections 7 and 8 in the General Conditions.

1. **WORKMANSHIP AND MATERIALS:** Contractor acknowledges that it is familiar with the nature and location of the Work. All Work shall be performed by Contractor in a workmanlike manner, and in accordance with industry standards.
2. **PAYMENTS:** Contractor shall receive progress payments monthly in proportion to the amount of Work performed during the period covered by Contractor's billing. Progress payments will be made within ten (10) days after Owner receives a billing from Contractor setting forth the amount due for the Work performed and covered by the billing. **Owner shall pay to Contractor, as full compensation for performance by Contractor of the Work (herein "Contract Amount") the following amount \$61,837.57 . Progress payments shall be 100% of the estimate and the sum of 1.5% per month shall be added to any balance unpaid when due.** The Contract amount shall include all applicable Sales, Use, Franchise, Excise and other taxes which may now or hereafter be levied. In the event the above price is a unit price based on quantities, final payment shall be for actual quantities jointly determined by the Owner and Contractor, upon completion of all Work hereunder. Contractor shall have the right to terminate this Contract if Owner is unable to demonstrate to the satisfaction of Contractor prior to commencement of Work (or at anytime during the course of the Work in response to the written request of Contractor) Owner's ability to make payments for the Work to be performed hereunder in the manner and at the times set forth herein. Final payment shall be due Contractor within ten (10) days after (i) Owner's receipt of a final billing from Contractor or (ii) completion of the Work, whichever shall occur last. The proportionate amount of Work billed on Contractor's progress billings shall be subject to the approval of Owner. Progress payments shall not be construed as an acceptance of any Work, the entire Work being subject to final inspection and approval by Owner. As it would be extremely difficult to fix and ascertain the actual damages the Contractor would sustain by Owner's failure to pay moneys due to Contractor under the terms of this Contract at the times and in the manner specified herein, it is hereby agreed by the parties hereto that the Owner shall pay to the Contractor in addition to all sums due hereunder the sum of the percentage per month. Nothing contained herein shall be deemed consent by the Contractor for extending the due date for payment under this Contract. No retention will be held on private work.
3. **CHANGES IN THE WORK:** Owner may, from time to time, by instructions or drawings issued to Contractor, make changes to the scope of the Work, issue additional instructions, request additional Work or direct the omission of Work previously ordered, and the provisions of this Contract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original contract. The price or a formula for establishing the price and any time impacts to the schedule for such Work shall be set forth in a written change order either prior to the commencement of work or as soon as practical thereafter and shall be mutually agreed upon with Contractor. Absent the parties' agreement to price and/or time extension for a change in the Work, Owner shall pay Contractor its actual direct costs in completing said extra Work plus a mark-up of 15 percent thereon for overhead and profit.
4. **INDEMNITY:** Contractor shall indemnify and hold Owner harmless against all claims, damage suits, actions, recoveries and judgments caused by the negligence of Contractor, its agents, employees, or subcontractors, in performing the Work.
5. **RESPONSIBILITY FOR WORK:** Contractor shall be responsible for and shall bear any loss of or damage to the Work and all materials, supplies and equipment until such time as Contractor has demobilized from the Work site. In no event, shall Contractor be liable for such loss or damage that results from the actions, omissions, fault or negligence, either active or passive, of the Owner, Owner's representatives, agents, employees, its other contractors or anyone acting on Owner's behalf or others over whom Contractor has no authority or control.
6. **INSURANCE:** Contractor shall maintain such insurance as will protect it from claims under workers' compensation acts and from claims for damages because of bodily injury, including death, or injury to property which may arise from and during the operation of this Contract. A certificate of such insurance shall be provided to the Owner if the Owner so requests.
7. **DELAYS BEYOND CONTROL OF CONTRACTOR:** In the event Contractor shall be delayed in the performance of the Work under this Contract by causes beyond the control of the Contractor and not caused by Contractor's negligence, including, but not limited to, Change Orders, Acts of God, or of the public enemy, acts of any governmental agency, fire, flood, epidemics, strikes, freight embargoes, inclement weather, over optimum moisture content of ground or base course, unsuitable ground conditions or delays caused by other contractors, their subcontractors of any tier and the suppliers to any of the foregoing, Contractor shall have a time extension to the mutually agreed schedule for the time caused by said delay and shall be paid its additional costs incurred as a result of the delay, including labor and material cost or price escalations, and extended jobsite and home office overhead.
8. **DIFFERING SITE CONDITIONS:** (A) Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, including but not limited to any subsurface utilities not accurately shown on plans or drawings, or (2) unknown physical conditions at the site of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, or (3) the existence of contaminated, toxic or hazardous materials or conditions not specifically described in type, character, or quantity in a Work Order, which existence is deemed to be a differing site condition. (B) Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ or are deemed to so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work under this Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract price increased to reflect Contractor's increased costs plus a mark-up of 15 percent, and the mutually agreed schedule extended accordingly.
9. **LAWS AND REGULATIONS:** Contractor shall at all times comply with all applicable safety, licensing, employment and environmental laws, ordinances, statutes, rules and regulations of the Federal Government, State, County, Municipalities or their Agencies of Government (herein "Law" or "Laws").
10. **OWNER:** Owner represents he/she/it is the Owner in fee simple of the real property upon which the construction improvement is to be made.
11. **ACCEPTANCE:** Upon receipt of written notice from Contractor requesting acceptance of the Work being performed hereunder, Owner and Contractor shall promptly inspect the job jointly and, in the event the same has been completed in conformity herewith, provide Contractor with a Notice of Completion in recordable manner and form. In the event the Work performed is subject to further inspection and/or final acceptance by another person or entity, and such inspection and/or final acceptance cannot be obtained through no fault of Contractor, then in such event the Work shall be deemed completed and accepted. Contractor shall warrant its Work against defects in materials and workmanship for a period of one year from the date of completion of the Work.
12. **PERMITS:** Owner will obtain and pay for all permits, inspection fees, soils test, engineering, staking, fees for utility connections, or other such similar items required for the performance of Work hereunder.
13. **SUBCONTRACTING:** Contractor shall have the right to subcontract any portion of the Work hereunder, and all Work performed by subcontractors shall be subject to all of the applicable Contract terms and conditions.
14. **LIENS AND CLAIMS:** Provided Contractor has been, and continues to be, timely paid all amounts due it, Contractor shall promptly pay valid claims of all persons, firms or corporations performing labor or furnishing equipment, materials and other items used in, upon or for the Work done hereunder.
15. **FAILURE TO MAKE PAYMENTS:** In the event Owner shall fail to make payment at the times and in the amounts provided for in this Contract, Contractor shall have the right to stop Work. In such event all amounts due Contractor, including retention, if any, shall immediately become payable and Contractor shall have the right to recover all damages sustained by Contractor as a result of such breach of contract by Owner.
16. **DEFAULT:** In the event Contractor shall fail to timely perform any provision of this Contract and if such failure should continue for thirty (30) days after receipt of written notice from Owner, then Owner may terminate this Contract and cause the balance of the Work to be completed by other parties. In any such event, if the reasonable cost of such completion exceeds the unpaid balance due on the Contract price, Contractor shall promptly pay such difference to Owner; otherwise, the unpaid contract balance shall be paid to Contractor. The Owner and Contractor each waive the right to recover from the other any indirect, incidental or consequential damages regardless of how such damages are caused.
17. **COSTS AND ATTORNEYS' FEES:** Should either party bring suit in court to enforce or interpret any of the terms hereof, or for a breach thereof, and/or to foreclose any mechanic's lien attributable to the Work done hereunder, the prevailing party shall be entitled to cost and reasonable attorneys' fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.
18. **NOTICES:** Any notice required or permitted hereunder shall be served personally on Contractor's construction manager or on the representative of Owner at the job site, or may be served by certified mail directed to the address of the party shown on the face of the Contract. Notices shall be effective upon receipt by the intended recipient.
19. **ASSIGNMENT:** Neither party shall assign all or any portion of this Contract without first obtaining the signed written consent of the other party. Subject to the foregoing, this agreement shall be binding upon and inure to the heirs, successors and assigns of the parties hereto.
20. **WAIVER OF RIGHTS:** Failure to enforce any rights hereunder shall not waive any rights in respect of other or future occurrences.
21. **SEVERABILITY:** To the best knowledge and belief of the Parties, this Contract now contains no provision that is contrary to any Laws. In the event that any provision of this Contract shall at any time contravene in whole or in part any applicable Law, then such provision shall remain in effect only to the extent permitted, and the remaining provisions hereof shall remain in full force and effect.
22. **JURISDICTION:** It is understood and agreed that each and every provision of this Contract, including any alleged breach thereof, shall be interpreted in accordance with the laws of the state where the Work is to be performed.

OWNER ACKNOWLEDGES THAT INTERMOUNTAIN SLURRY SEAL, INC IS A NON-UNION COMPANY. OWNER AND CONTRACTOR AGREE THAT CONTRACTOR WILL NOT BE REQUIRED TO BECOME SIGNATORY TO ANY UNION AGREEMENTS OR IN ANY WAY BE BOUND TO ANY COLLECTIVE BARGAINING AGREEMENTS OR THE OBLIGATIONS THEREUNDER.

For Work performed within the State of Nevada:, Section 108.246 of the Nevada Revised Statutes requires the following notification to Owner: The provisions of **NRS 108.245**, a part of the Mechanic's Lien Law of the State of Nevada requires, for your information and protection from hidden liens, that each person or other legal entity which supplies materials to or performs work or services on a construction project, other than one who performs only labor, shall deliver to the owner a notice of the materials supplied or the work or services performed. You may receive such notices in connection with the construction project which you propose to undertake.

Executed at: Nevada as of the date first above written.

If Acceptable Please Sign Original and Return to:




INTERMOUNTAIN SLURRY SEAL, INC., a Wyoming Corporation

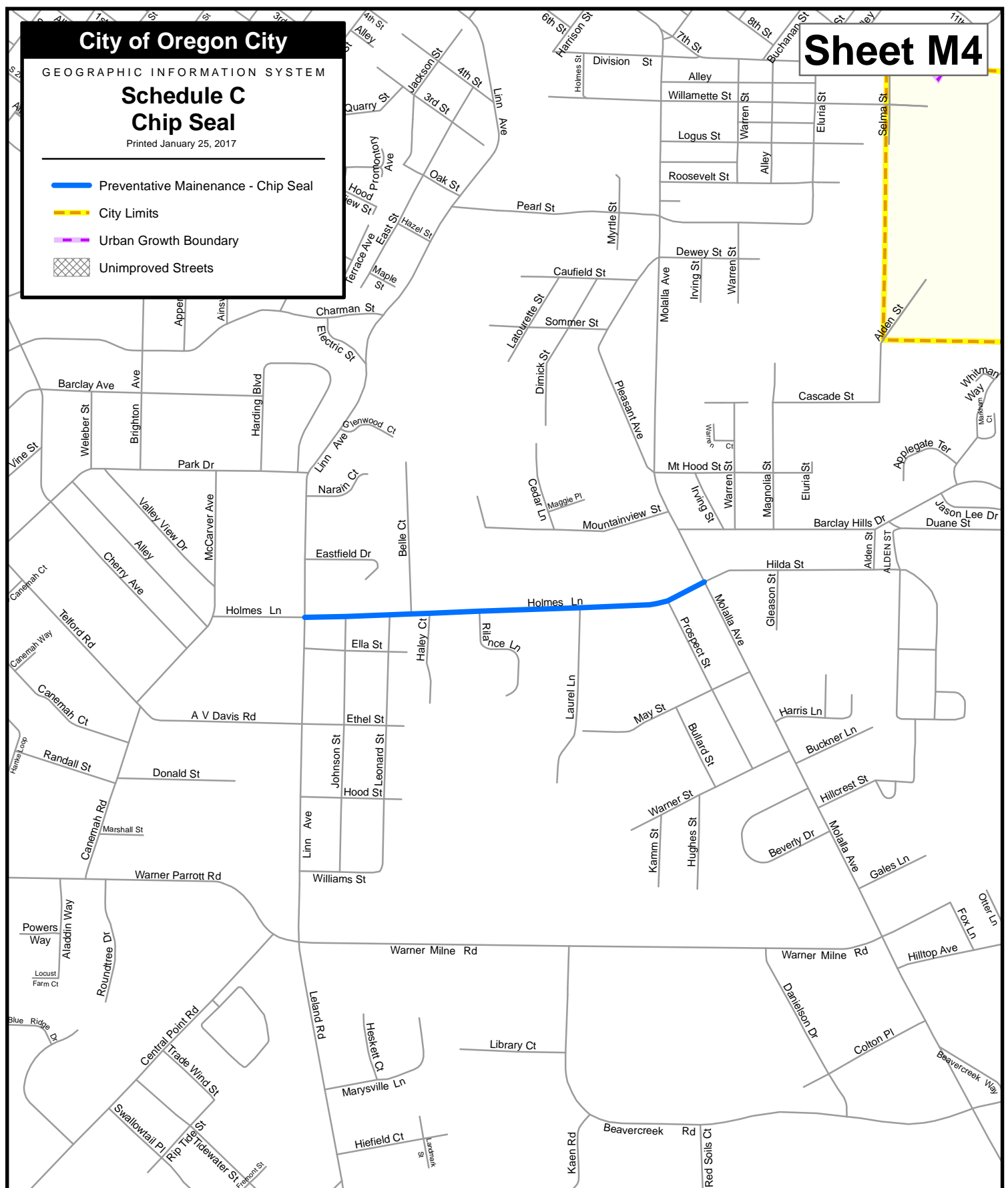
BY: _____
OWNER

BY: _____
CONTRACTOR

Sheet M4

Schedule C Chip Seal

- Preventative Maintenance - Chip Seal
-  City Limits
-  Urban Growth Boundary
-  Unimproved Streets



City of Oregon City
P.O. Box 3040
625 Center St
Oregon City, OR 97045
503-657-0891 phone
503-657-6629 fax
www.orcity.org



Plot date: January 25, 2017; Plot name: PMUF - 2017 Preventive Maintenance Projects Map - Sheet M4 - 20170123 - 8 5x11P.pdf; Map name: PMUF - 2017 Preventive Maintenance Projects Map - Sheet M4 - 20170123 - 8 5x11P.mxd



City of Oregon City

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

Staff Report

File Number: 17-354

Agenda Date: 6/21/2017

Status: Consent Agenda

To: City Commission

Agenda #: 8d.

From: Public Works Director John Lewis

File Type: Contract

SUBJECT:

Contract with Trench Line Excavation, Inc. for the South End Road Area Waterline Replacement Project

RECOMMENDED ACTION (Motion):

Authorize the City Manager to execute the Contract Agreement with Trench Line Excavation, Inc. in the amount of \$1,074,985.00 to provide construction services for the South End Road Waterline Replacement Project.

BACKGROUND:

The City executed a Personal Services Agreement (PSA) with RH2 Engineering in 2015 to design and prepare contract documents to facilitate waterline improvements based on work identified in the 2012 Water Master Plan (CIP-12).

In May 2017, staff solicited bids for the project in accordance with City and State contracting procedures. Ten bids were received and staff from Oregon City Public Works and RH2 Engineering reviewed the bids and found Trench Line Excavation, Inc. of Corvallis, Oregon to be the lowest responsive bidder.

The ten bids received and the engineers estimate are listed below:

BIDDER	BID AMOUNT
Trench Line Excavation, Inc.	\$1,074,985.00
Tapani, Inc.	\$1,095,020.00
Oregon Underground, Inc.	\$1,100,773.00
M.L. Houck Construction Company	\$1,119,485.00
Interlaken, Inc.	\$1,182,500.00
Pacific Excavation, Inc.	\$1,257,000.00
Emery & Sons Construction Group	\$1,313,770.00
K & R Plumbing Construction	\$1,337,670.00
Enterprises Northwest, Inc.	\$1,357,707.00
ENGINEERS ESTIMATE	\$1,370,000.00
Benchmark Contracting	\$1,594,520.00

BUDGET IMPACT:

Amount: \$1,074,985.00

FY(s): 2016-17 & 2017-18
Funding Source: Water Fund

SECTION IIIA
CONTRACT AGREEMENT

This Agreement, made and entered into this 21st day of June, 2017, between the CITY OF OREGON CITY ("CITY"), acting by and through the City Commission and Trench Line Excavation Inc. ("CONTRACTOR").

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

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **South End Road Waterline Replacement Project** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon dated 1/1/17 Prevailing Wage Apprenticeship Rates dated 4/1/17 Prevailing Wage Rate Amendments dated 4/1/17 Definitions of Covered Occupations for Public Works Contracts in Oregon dated 1/1/16 Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2015 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents Addenda: No. 1 All items included within these Contract Documents.
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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 **completed** within **100 calendar days** from the Beginning of Contract Time as stated in subsection 00180.50(c).

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **one million seventy four thousand nine hundred eighty five dollars (\$1,074,985.00)**.

ARTICLE IV - Warranty and Quality of Work

In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that the work will be of good quality, free from faults and defects and in conformance with the City's specifications. Work that does not conform to these standards shall be considered defective.

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

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

CITY OF OREGON CITY

(INSERT CONTRACTOR NAME)

Printed Name

by: _____
Anthony J. Konkol III
City Manager

by: _____
Authorized signature

Title

by: _____
John M. Lewis, P.E.
Public Works Director

Federal Taxpayer ID Number:

Approved as to Legal Sufficiency:

Address:

By: _____
City Attorney

City Commission Award Date:

PDX_DOCS:450173.1
06/9/17 12:34 PM



June 8, 2017

RH2 ENGINEERING, INC.
www.rh2.com
mailbox@rh2.com
1.800.720.8052

Mr. John Burrell
Project Manager
City of Oregon City
625 Center Street
Oregon City, OR 97045

**WASHINGTON
LOCATIONS**

**BOTHELL
MAIN OFFICE**
22722 29th Drive SE, Suite 210
Bothell, WA 98021

BELLINGHAM

EAST WENATCHEE

ISSAQUAH

RICHLAND

TACOMA

**OREGON
LOCATIONS**

**NORTHERN OREGON
MAIN OFFICE**
6500 SW Macadam Ave. Suite 125
Portland, OR 97239

SOUTHERN OREGON
Medford

Sent via: Email

Subject: South End Road Replacement Project – Recommendation for Award

Dear Mr. Burrell:

Bids for the South End Road Waterline Replacement project were opened on Thursday, June 8, 2017, at 2:00 p.m., at Oregon City's City Hall. Trench Line Excavation, Inc., submitted the lowest bid of the ten bids received. Benchmark Contracting Inc., the highest bid, was found to be non-responsive as first-tier subcontractors were not disclosed. All other bids were found to be responsive. A summary of the three lowest bid totals is provided below.

1. Trench Line Excavation, Inc.....\$1,074,985.00
2. Tapani, Inc.....\$1,095,020.00
3. Oregon Underground, Inc.....\$1,100,773.00

A detailed bid tabulation of all bids is attached for your reference. A review of the bids shows that Trench Line Excavation, Inc.'s low bid was approximately 21 percent lower than the engineer's estimate of \$1,361,900.00. The bid submitted by Tapani, Inc., the second lowest bidder, was approximately 20 percent lower than the engineer's estimate. The highest bid of \$1,594,520.00, submitted by Benchmark Contracting Inc., was approximately 17% higher than the engineer's estimate.

Based on a review of the bid submissions received, RH2 recommends that the City award the contract to Trench Line Excavation, Inc.

If you have any questions or would like to discuss anything further regarding this recommendation or the bid results, please contact me at (503) 246-0881 ext. 5314 or dkessler@rh2.com.

Sincerely,

RH2 ENGINEERING, INC.

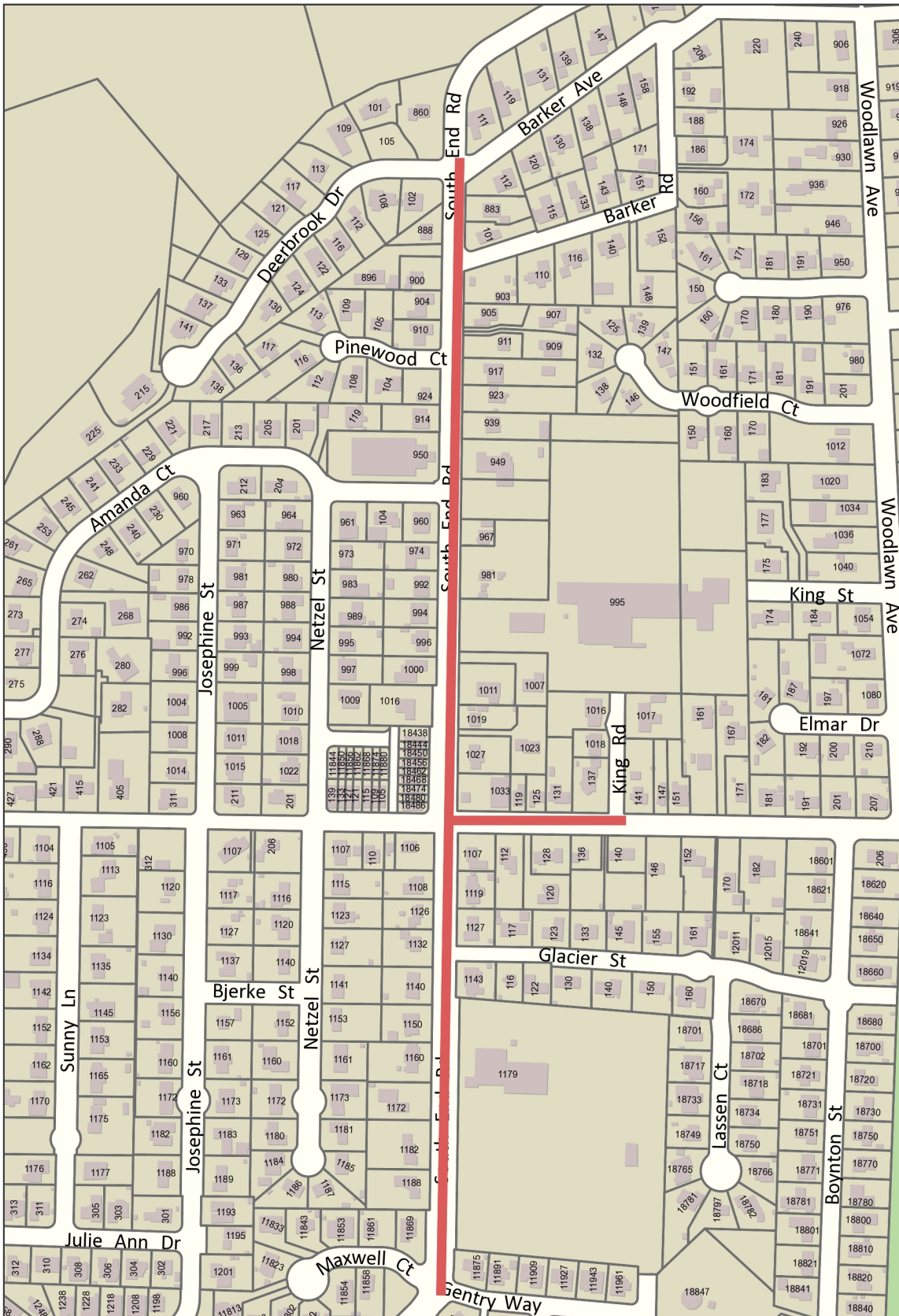
Dennis Kessler, P.E.
Project Manager

DK/JB/dc

Attachment: South End Road Waterline Replacement Bid Tabulation

Item	Description	Units	Quantity	Engineers Estimate		Trench Line Excavation, Inc.		Tapani, Inc.		Oregon Underground, Inc.		ML Houck Construction Co.		Interlaken, Inc.		Pacific Excavation, Inc.		Emery & Sons Construction		K&R Plumbing Construction Co.		Enterprise Northwest Inc.		Benchmark Contracting		
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	
1	Mobilization	LS	1	\$ 122,970.00	\$ 123,000.00	\$ 83,987.00	\$ 83,987.00	\$ 109,300.00	\$ 109,300.00	\$ 52,478.00	\$ 52,478.00	\$ 97,000.00	\$ 97,000.00	\$ 65,000.00	\$ 65,000.00	\$ 150,000.00	\$ 150,000.00	\$ 111,800.00	\$ 111,800.00	#	\$ 145,000.00	\$ 145,000.00	\$ 79,726.00	\$ 79,726.00	\$ 100,000.00	\$ 100,000.00
2	Work Zone Traffic Control, Complete	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00	\$ 50,000.00	\$ 50,000.00	\$ 4,875.00	\$ 4,875.00	\$ 45,000.00	\$ 45,000.00	\$ 95,000.00	\$ 95,000.00	\$ 94,965.00	\$ 94,965.00	\$ 45,000.00	\$ 45,000.00	\$ 80,000.00	\$ 80,000.00	\$ 102,480.00	\$ 102,480.00	\$ 13,500.00	\$ 13,500.00	
3	Erosion and Sediment Control	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00	\$ 3,945.00	\$ 3,945.00	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 7,828.00	\$ 7,828.00	\$ 2,000.00	\$ 2,000.00	
4	Construction Survey Work	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 6,510.00	\$ 6,510.00	\$ 13,500.00	\$ 13,500.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 12,500.00	\$ 12,500.00	\$ 12,000.00	\$ 12,000.00	\$ 10,660.00	\$ 10,660.00	\$ 10,000.00	\$ 10,000.00	
5	Rock Excavation	CY	25	\$ 200.00	\$ 5,000.00	\$ 400.00	\$ 10,000.00	\$ 100.00	\$ 2,500.00	\$ 240.00	\$ 6,000.00	\$ 280.00	\$ 7,000.00	\$ 500.00	\$ 12,500.00	\$ 350.00	\$ 8,750.00	\$ 80.00	\$ 2,000.00	\$ 400.00	\$ 10,000.00	\$ 125.00	\$ 3,125.00	\$ 375.00	\$ 9,375.00	
6	Temporary Trench Resurfacing, 2-Inches Thick	SY	1700	\$ 20.00	\$ 34,000.00	\$ 14.00	\$ 23,800.00	\$ 18.00	\$ 30,600.00	\$ 22.50	\$ 38,250.00	\$ 22.00	\$ 37,400.00	\$ 10.50	\$ 17,850.00	\$ 30.00	\$ 51,000.00	\$ 17.00	\$ 28,900.00	\$ 16.00	\$ 27,200.00	\$ 17.00	\$ 28,900.00	\$ 62.00	\$ 105,400.00	
7	Permanent Trench Resurfacing, 8-Inches Thick	SY	3560	\$ 85.00	\$ 302,600.00	\$ 66.00	\$ 234,960.00	\$ 75.00	\$ 267,000.00	\$ 85.50	\$ 304,380.00	\$ 66.00	\$ 234,960.00	\$ 75.00	\$ 267,000.00	\$ 71.00	\$ 252,760.00	\$ 80.00	\$ 284,800.00	\$ 77.00	\$ 274,120.00	\$ 83.00	\$ 295,480.00	\$ 86.00	\$ 306,160.00	
8	10" Class S2 RJ Water Main with Class B Backfill	LF	9	\$ 180.00	\$ 1,700.00	\$ 675.00	\$ 6,075.00	\$ 430.00	\$ 3,870.00	\$ 500.00	\$ 4,500.00	\$ 830.00	\$ 7,470.00	\$ 900.00	\$ 8,100.00	\$ 500.00	\$ 4,500.00	\$ 280.00	\$ 2,520.00	\$ 1,000.00	\$ 9,000.00	\$ 1,110.00	\$ 9,990.00	\$ 600.00	\$ 5,400.00	
9	8" Class S2 RJ Water Main with Class B Backfill	LF	3700	\$ 115.00	\$ 425,500.00	\$ 94.59	\$ 349,983.00	\$ 94.00	\$ 347,800.00	\$ 93.50	\$ 345,950.00	\$ 99.50	\$ 368,150.00	\$ 75.00	\$ 277,500.00	\$ 95.00	\$ 351,500.00	\$ 110.00	\$ 407,000.00	\$ 87.00	\$ 321,900.00	\$ 95.50	\$ 353,350.00	\$ 131.00	\$ 484,700.00	
10	Extra Trench Excavation with Class B Backfill	CY	50	\$ 60.00	\$ 3,000.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 67.00	\$ 3,350.00	\$ 100.00	\$ 5,000.00	\$ 180.00	\$ 9,000.00	\$ 85.00	\$ 4,250.00	\$ 60.00	\$ 3,000.00	\$ 78.00	\$ 3,900.00	\$ 95.00	\$ 4,750.00	
11	Connection to 6" Pipe	EA	4	\$ 4,000.00	\$ 16,000.00	\$ 6,300.00	\$ 25,200.00	\$ 3,500.00	\$ 14,000.00	\$ 5,400.00	\$ 21,600.00	\$ 5,425.00	\$ 21,700.00	\$ 8,000.00	\$ 32,000.00	\$ 2,500.00	\$ 10,000.00	\$ 3,200.00	\$ 12,800.00	\$ 8,500.00	\$ 34,000.00	\$ 4,506.00	\$ 18,024.00	\$ 5,200.00	\$ 20,800.00	
12	Connection to 8" Pipe	EA	7	\$ 4,500.00	\$ 31,500.00	\$ 7,600.00	\$ 53,200.00	\$ 3,450.00	\$ 24,150.00	\$ 5,850.00	\$ 40,950.00	\$ 5,150.00	\$ 36,050.00	\$ 8,000.00	\$ 56,000.00	\$ 3,000.00	\$ 21,000.00	\$ 3,250.00	\$ 22,750.00	\$ 9,500.00	\$ 66,500.00	\$ 3,787.00	\$ 26,509.00	\$ 4,950.00	\$ 34,650.00	
13	Connection to 10" Pipe	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,700.00	\$ 5,700.00	\$ 4,000.00	\$ 4,000.00	\$ 5,610.00	\$ 5,610.00	\$ 6,150.00	\$ 6,150.00	\$ 9,000.00	\$ 9,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,300.00	\$ 3,300.00	\$ 11,500.00	\$ 11,500.00	\$ 4,573.00	\$ 4,573.00	\$ 7,150.00	\$ 7,150.00	
14	6" Gate Valve with Joint Restraint	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 700.00	\$ 700.00	\$ 1,600.00	\$ 1,600.00	\$ 2,100.00	\$ 2,100.00	\$ 1,275.00	\$ 1,275.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,900.00	\$ 1,900.00	\$ 2,000.00	\$ 2,000.00	\$ 2,625.00	\$ 2,625.00	\$ 1,385.00	\$ 1,385.00	
15	8" Gate Valve with Joint Restraint	EA	27	\$ 1,500.00	\$ 40,500.00	\$ 1,050.00	\$ 28,350.00	\$ 1,050.00	\$ 28,350.00	\$ 1,550.00	\$ 41,850.00	\$ 1,850.00	\$ 49,950.00	\$ 1,600.00	\$ 43,200.00	\$ 1,200.00	\$ 32,400.00	\$ 2,300.00	\$ 62,100.00	\$ 1,500.00	\$ 40,500.00	\$ 3,765.00	\$ 101,655.00	\$ 1,660.00	\$ 44,820.00	
16	Fire Hydrant Assembly, with 6-Inch Gate Valve	EA	6	\$ 7,000.00	\$ 42,000.00	\$ 6,300.00	\$ 37,800.00	\$ 5,800.00	\$ 34,800.00	\$ 5,950.00	\$ 35,700.00	\$ 6,000.00	\$ 36,000.00	\$ 6,200.00	\$ 37,200.00	\$ 6,000.00	\$ 36,000.00	\$ 5,500.00	\$ 33,000.00	\$ 6,500.00	\$ 39,000.00	\$ 6,760.00	\$ 40,560.00	\$ 10,000.00	\$ 60,000.00	
17	1" Water Service Replacement, Short Run	EA	24	\$ 3,000.00	\$ 72,000.00	\$ 1,620.00	\$ 38,880.00	\$ 2,000.00	\$ 48,000.00	\$ 2,150.00	\$ 51,600.00	\$ 1,875.00	\$ 45,000.00	\$ 2,100.00	\$ 50,400.00	\$ 1,350.00	\$ 32,400.00	\$ 2,350.00	\$ 56,400.00	\$ 2,900.00	\$ 69,600.00	\$ 3,826.00	\$ 91,824.00	\$ 3,760.00	\$ 90,240.00	
18	1" Water Service Replacement, Long Run	EA	29	\$ 5,000.00	\$ 145,000.00	\$ 1,800.00	\$ 52,200.00	\$ 2,200.00	\$ 63,800.00	\$ 2,950.00	\$ 85,550.00	\$ 2,075.00	\$ 60,175.00	\$ 4,000.00	\$ 116,000.00	\$ 4,000.00	\$ 116,000.00	\$ 4,150.00	\$ 120,350.00	\$ 4,200.00	\$ 121,800.00	\$ 4,614.00	\$ 133,806.00	\$ 7,830.00	\$ 227,070.00	
19	Air/Vac Valve Assembly	EA	3	\$ 3,500.00	\$ 10,500.00	\$ 2,600.00	\$ 7,800.00	\$ 2,400.00	\$ 7,200.00	\$ 2,550.00	\$ 7,650.00	\$ 3,025.00	\$ 9,075.00	\$ 5,000.00	\$ 15,000.00	\$ 1,500.00	\$ 4,500.00	\$ 4,600.00	\$ 13,800.00	\$ 4,800.00	\$ 14,400.00	\$ 3,512.00	\$ 10,536.00	\$ 4,300.00	\$ 12,900.00	
20	Abandon Existing Pipe	LF	3700	\$ 6.00	\$ 22,200.00	\$ 11.00	\$ 40,700.00	\$ 2.00	\$ 7,400.00	\$ 5.00	\$ 18,500.00	\$ 3.35	\$ 12,395.00	\$ 9.50	\$ 35,150.00	\$ 7.50	\$ 27,750.00	\$ 18.00	\$ 66,600.00	\$ 7.00	\$ 25,900.00	\$ 4.00	\$ 14,800.00	\$ 9.00	\$ 33,300.00	
21	ADA Sidewalk Ramp	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 3,500.00	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00	\$ 3,300.00	\$ 3,300.00	\$ 5,500.00	\$ 5,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 7,864.00	\$ 7,864.00	\$ 6,000.00	\$ 6,000.00	
22	1" Backflow Prevention Assembly, Double Check Valve Assembly	EA	1	\$ 700.00	\$ 700.00	\$ 600.00	\$ 600.00	\$ 3,000.00	\$ 3,000.00	\$ 1,250.00	\$ 1,250.00	\$ 1,585.00	\$ 1,585.00	\$ 1,800.00	\$ 1,800.00	\$ 1,000.00	\$ 1,000.00	\$ 2,750.00	\$ 2,750.00	\$ 1,500.00	\$ 1,500.00	\$ 1,842.00	\$ 1,842.00	\$ 2,000.00	\$ 2,000.00	
23	Concrete Sidewalk Restoration for Water Service Installation	SF	850	\$ 10.00	\$ 8,500.00	\$ 13.00	\$ 11,050.00	\$ 19.00	\$ 16,150.00	\$ 18.50	\$ 15,725.00	\$ 18.00	\$ 15,300.00	\$ 26.00	\$ 22,100.00	\$ 13.50	\$ 11,475.00	\$ 15.00	\$ 12,750.00	\$ 25.00	\$ 21,250.00	\$ 9.00	\$ 7,650.00	\$ 15.20	\$ 12,920.00	
TOTAL (ITEMS 1 TO 23)					\$ 1,361,900.00	-21.1%	\$ 1,074,985.00	-19.6%	\$ 1,095,020.00	-19.2%	\$ 1,100,773.00	-17.8%	\$ 1,119,485.00	-13.2%	\$ 1,182,500.00	-8.2%	\$ 1,250,000.00	-3.5%	\$ 1,313,770.00	-1.8%	\$ 1,337,670.00	-0.3%	\$ 1,357,707.00	17.1%	\$ 1,594,520.00	

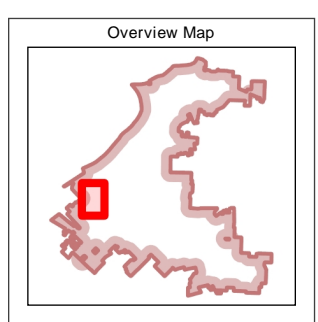
Oregon City GIS Map



Legend

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

Notes



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



0 400 Feet
1: 4,800

South End Road Waterline Replacement Project

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





City of Oregon City

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

Staff Report

File Number: 17-359

Agenda Date: 6/21/2017

Status: Consent Agenda

To: City Commission

Agenda #: 8e.

From: Human Resources Director Jim Loeffler

File Type: Report

SUBJECT:

Management, Supervisory and Confidential Employee Salary Cost of Living Allowance (COLA) Increase FY 2017-18

RECOMMENDED ACTION (Motion):

Staff recommends the City Commission approve a two percent (2%) COLA based salary range adjustment for the City's thirty-four (34) budgeted Management, Supervisory and Confidential positions for fiscal year July 1, 2017 to June 30, 2018.

BACKGROUND:

Represented employees receive cost of living allowance based increases to salary as a function of their negotiated and Commission approved collective bargaining agreements. Management employees require separate Commission notice and approval of salary range adjustments

The City Commission ratified both OCPEA and AFSCME bargaining agreements both of which included a two percent (2%) COLA for FY 2017-18. A two percent (2%) Management COLA will prevent further compression between represented and Management employee salaries and is supported by the City's approved budget.

CPI - W, which reflects the buying habits of urban wage earners and clerical workers and is based on cities with populations of less than 1,500,000 in 13 Western states, is averaging two point three five (2.35%) for January to April 2017.

BUDGET IMPACT:

Amount: \$90,500.00

FY(s): 2017 - 18

Funding Source: Ten (10) funds throughout the City budget.

MANAGEMENT SALARIES
2017-18

Grade	Positions		Minimum	Median	Maximum
162	Police Chief	Hourly	\$ 52.97	\$ 63.06	\$ 73.15
		Monthly	9,181	10,930	12,679
		Annual	110,172	131,160	152,148
160	Public Works Director	Hourly	\$ 50.33	\$ 59.91	\$ 69.49
	Community Development Director	Monthly	8,724	10,385	12,045
	Finance Director	Annual	104,688	124,620	144,540
157	Community Services Director	Hourly	\$ 46.61	\$ 55.49	\$ 64.37
	Human Resources Director	Monthly	8,079	9,618	11,157
	Library Director	Annual	96,948	115,416	133,884
155	Economic Development Manager	Hourly	\$ 44.31	\$ 52.75	\$ 61.20
		Monthly	7,680	9,144	10,608
		Annual	92,160	109,728	127,296
154	Police Captain	Hourly	\$ 43.16	\$ 51.42	\$ 59.67
		Monthly	7,481	8,912	10,342
		Annual	89,772	106,944	124,104
153	Public Works Operations Manager	Hourly	\$ 42.07	\$ 50.10	\$ 58.13
	City Engineer	Monthly	7,292	8,684	10,076
	Assistant Parks/Recreation Director	Annual	87,504	104,208	120,912
	Deputy Finance Director				
150	Information Systems Supervisor	Hourly	\$ 39.04	\$ 46.48	\$ 53.91
		Monthly	6,767	8,056	9,344
		Annual	81,204	96,672	112,128
149	Building Official	Hourly	\$ 38.09	\$ 45.35	\$ 52.60
		Monthly	6,602	7,860	9,117
		Annual	79,224	94,320	109,404
148	Development Projects Manager	Hourly	\$ 37.15	\$ 44.22	\$ 51.29
		Monthly	6,439	7,665	8,890
		Annual	77,268	91,980	106,680

MANAGEMENT SALARIES
2017-18

Grade	Positions		Minimum	Median	Maximum
146	City Recorder	Hourly	\$ 35.29	\$ 42.02	\$ 48.75
		Monthly	6,117	7,284	8,450
		Annual	73,404	87,408	101,400
144	Parks Maintenance Manager	Hourly	\$ 33.60	\$ 40.00	\$ 46.39
		Monthly	5,824	6,933	8,041
		Annual	69,888	83,196	96,492
142	Code Enforcement Manager	Hourly	\$ 32.48	\$ 38.73	\$ 44.99
		Monthly	5,630	6,714	7,798
		Annual	67,560	80,568	93,576
141	Public Works Operations Supervisor	Hourly	\$ 31.75	\$ 37.78	\$ 43.82
	Municipal Court Services Manager	Monthly	5,503	6,549	7,595
	Pioneer Community Center Supervisor	Annual	66,036	78,588	91,140
	Aquatics / Recreation Supervisor				
139	Assistant to the City Manager	Hourly	\$ 30.29	\$ 36.05	\$ 41.81
		Monthly	5,250	6,249	7,247
		Annual	63,000	74,988	86,964
133	Senior Administrative Assistant	Hourly	\$ 26.35	\$ 31.37	\$ 36.40
	Human Resources Technician	Monthly	4,567	5,438	6,309
		Annual	54,804	65,256	75,708
129	Administrative Assistant I	Hourly	\$ 24.07	\$ 28.24	\$ 33.29
	Assistant City Recorder	Monthly	4,172	4,971	5,770
		Annual	50,064	58,746	69,240

In 2004 an outside consultant conducted a classification/compensation study that was then adopted by the City Commission. This study recommended that the above classifications be placed on a pay-for-performance system that provides for salary increases based on successful completion of predetermined goals until salary mid-point is achieved. The City uses a 5% benchmark for employees. Once at mid-point, merit payments of 0-5% may be awarded based on annual evaluation goal accomplishments. Employees in these groups do not receive automatic step increases, which is helping the City towards financial stability. The City Manager may approve special pay adjustments based on comparable data and market conditions.



City of Oregon City

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

Staff Report

File Number: 17-362

Agenda Date: 6/21/2017

Status: Consent Agenda

To: City Commission

Agenda #: 8f.

From: Economic Development Manager Eric Underwood

File Type: Report

SUBJECT:

Personal Services Agreement (PSA) with Coraggio Group to Provide Consulting Services for the Oregon City Tourism Plan

RECOMMENDED ACTION (Motion):

Authorize the City Manager to execute the Personal Services Agreement (PSA) with Coraggio Group to provide consulting services for the Oregon City Tourism Plan

BACKGROUND:

Tourism in Oregon City is a major economic opportunity. As the first city incorporated west of the Rocky Mountains, the endpoint of the Oregon Trail and home to the Willamette Falls - the second largest waterfall by volume in the United States - Oregon City is a city rich with history. Historical tourism opportunities abound as museums and cultural centers preserve and showcase the pioneer spirit.

The purpose of this project is to create a concerted effort toward tourism by furthering the development and refining the concept of the Oregon City Tourism Strategic Plan that was put forth for consideration by the Downtown Oregon City Association in 2015. The plan will provide guidance for directing future efforts and funds aimed at increasing tourism activity within Oregon City. Ultimately, this project will bring the City closer to meeting the overall tourism objectives of increasing awareness of Oregon City, increasing tourism-related revenues and employment opportunities. The goals of the project are as follows:

- To update the (DOCA) Strategic Tourism Plan to meet Oregon City's tourism objectives
- To produce a collaboratively arrived at tourism vision and mission statements for Oregon City
- To identify Oregon City's tourism competitive edge
- To create a strategy that addresses all tourism opportunities in Oregon City
- To provide clear actions to implement the tourism plan
- To provide direction on leadership for tourism in Oregon City
- To create a financial plan for tourism; and
- To create an operations structure for tourism

The consultant will work under the direction of the Economic Development Department and will work closely with the Tourism Stakeholder Group, once formed. It is the consultant's task to expand on the concept of the Strategic Tourism Plan that was produced by the Downtown

Oregon City Association (DOCA) in 2015 and refine the components of that plan, create an implementation plan with clear actions and benchmarks, and facilitate the creation of marketing and branding for tourism in Oregon City. The creation of a longer-term implementation plan will allow the tourism strategy to successfully move forward once adopted by the City Commission.

The project is expected to be completed within six months of the PSA execution date.

BUDGET IMPACT:

Amount: \$65,000

FY(s): 17/19

Funding Source: Tourism Funds

Point of Contact:
Term of Contract:

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and CORAGGIO GROUP ("Consultant").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until January 31, 2018, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed \$65,000.

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

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

5. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

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

To the City:

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

To Consultant:

Coraggio Group
2240 N. Interstate Avenue
Suite 300
Portland, OR 97227

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of June, 2017.

CITY OF OREGON CITY

Coraggio Group

By: _____
Anthony J. Konkol, III
Title: City Manager

By: _____
Title: _____

DATED: _____, 20____.

DATED: _____, 20____.

By: _____
Eric Underwood
Title: Economic Development Manager

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney



The City of Oregon City

Oregon City Tourism Strategic Plan - Scope of Work

May 30, 2017
Submitted by Coraggio Group
503.493.1452 | coraggiogroup.com



[coraggiogroup](http://coraggiogroup.com)

Scope of Work

Coraggio proposes a straightforward, three-phase framework to Get Clear, Get Focused, and Get Moving on your Tourism Strategic Plan. Below, we have identified the general components of our approach including deliverables for each stage. We would expect to scope our work with you in greater detail once we begin the engagement and have the opportunity to fully understand your needs.



Phase One: **Get Clear**



The Get Clear phase represents the foundation for the project. It sets the stage for early wins and ongoing success from start to finish. We will work with you to create and maintain the conditions necessary for an engaging, transparent, and innovative strategic planning process—one that serves as a galvanizing mechanism for further unifying Oregon City's broad range of stakeholders, and consistently reflects the city's values.

This will also be the time when we work with you to form your Planning Team. In our experience, it is best if this team is comprised of 6-10 people representing a broad range of perspectives. For Oregon City, this probably looks like a mix of city employees and partners who can bring important external perspective to the effort.

Much of the Get Clear work will be supported through a combination of research and stakeholder outreach to gain a better understanding about what is important for the continued long-term success of Oregon City's tourism, and to gather insights for use by the planning team. In designing this research/outreach, we will work with you to determine the forms of insight gathering that will bring the most value, and how other participants—such as Oregon City staff—might support these efforts, if desired.

Scope of Work

The Get Clear work includes the following:

Immersion Work

We propose an initial half-day Immersion Work Session as a way for us to fully understand the range of strategic challenges and opportunities you're seeing for the destination that need to be vetted as part of the planning process. As part of this work session, we will agree on the key elements the strategic plan must address, as well as finalize everyone's thinking on key dates and deliverables. Participants should include representatives of the Economic Development Department and perhaps some key community stakeholders.

With the insight we gain from the Immersion Work Session, we will then develop a final project plan for your review. The project plan will include timelines, key reporting milestones and deliverables and will serve as a tool for managing expectations from project start to finish.

Stakeholder Visioning Retreat

As a way to create an open and inclusive experience for key community stakeholders—thus establishing early buy-in for the strategic plan once it is complete—we propose facilitating a half-day stakeholder visioning retreat. This retreat would be organized as an engaging high-level strategic guidance discussion that will help bring even sharper focus to the planning work once it begins.

Stakeholder Survey

No organization operates in a vacuum, so taking the temperature with key external stakeholders will be very important in highlighting community issues and trends that will impact your decision-making process. Therefore, we will use what we learn in the Immersion Session to design an organized approach with targeted questions that draw out the needed information while demonstrating to participants that this process is being accomplished *with* them, it is not something that will be done *to* them. Our questions for stakeholders will be both strategic and tactical—we will want to understand how they envision the future of Oregon City tourism.

Public Meetings (4)

We will hold a series of four public meetings to outline the planning process and answer any questions. These meetings will be spread throughout the project and will serve as key check-ins with external partners and community stakeholders. We may choose to share some interim deliverables during these sessions to build support for the plan, and explain how decisions were made and why.

Tourism Economic Impact Analysis

With our economic development research partner, Dean Runyan Associates, we will prepare estimates of the travel impacts for Oregon City, consisting of travel spending and the associated payroll, employment and tax receipts, for the period 2012 through 2016. These figures can be used as a baseline for projections of the economic potential of additional travel-related development in the City. Comparable figures for Clackamas County, the three-county metro area and the state of Oregon will also be provided, including the pertinent comparisons. In addition, we will prepare an estimate of overnight travel volume for Oregon City for 2016.

Insight Report

We will create a comprehensive report that summarizes the various themes and insights from our outreach effort. The report will also include strategic implications that we can use to frame strategic decisions that will be made during the planning process. In other words, we will have a way to ask the question, "How does this decision support or align with the insights we gathered in our outreach activities?"



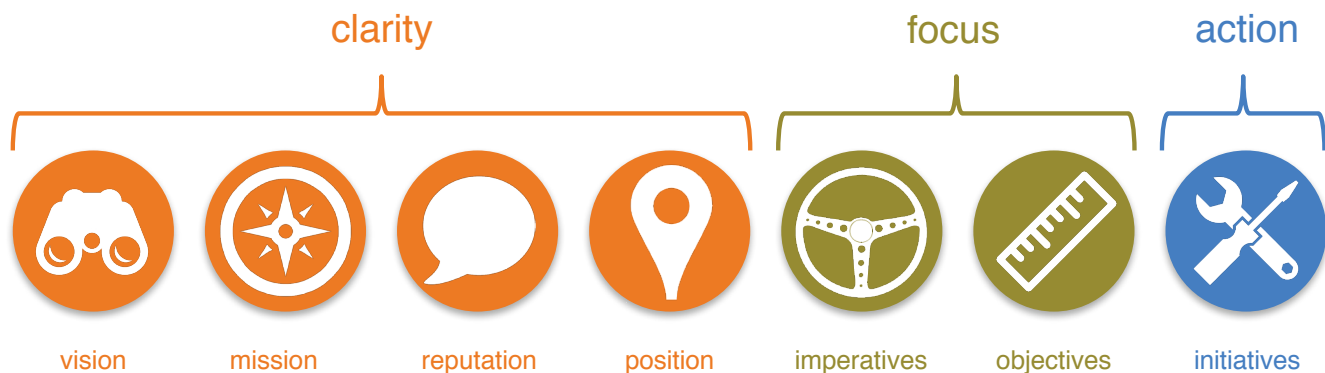
Scope of Work

Phase Two: Get Focused



The Get Focused phase is where we will roll up our sleeves and get to the work at hand: building the next Tourism Strategic Plan for Oregon City. This work will be grounded in the reality of what we learned from all stakeholders in the Get Clear phase, but will also be an opportunity to think strategically and dream about what the Oregon City of the future might be. As much as possible, we will build on the existing Tourism Strategic Plan and will strive to develop a plan with implementation in mind.

The Get Focused phase will utilize our Strategic Clarity Framework, and we will work with you to customize the selection of elements that are necessary for Oregon City to create the plan it needs. This may mean adding, removing, or modifying elements of our framework below:



The Get Focused phases will include the following steps:

Strategic Clarity Workshops (2)

The Strategic Clarity portion of the Tourism Strategic Plan is comprised of the following elements:

- **Vision:** What is the ideal future state we will strive to create? What are we committed to making happen?
- **Mission:** What is most important to us as we strive to realize our Vision? What is the focus of our work?
- **Reputation:** What is the experience we want Oregon City's tourism efforts to be known for?
- **Position:** What unique and sustainable value will Oregon City's tourism efforts deliver?

In these 2-3 hour workshops, we will work with your Planning Team to develop statements for each of these elements of the Strategic Plan through engaging and thought-provoking exercises. Defining these parts of your Strategic Plan is a critical first step that defines your future, and lays the groundwork for beginning to think about the strategic activities you will undertake.

Scope of Work

Strategic Planning Workshops (2)

We will now begin the work of identifying what—specifically—we hope to accomplish, how we will measure that accomplishment, and what general steps we will need to take. This will begin with identifying our Strategic Imperatives—the general categories of action Oregon City will need to take in the coming years.

For each Strategic Imperative we identify, we will articulate specific measurable Objectives and Initiatives. As facilitators for this process, we will strive to bring a balanced perspective that will enable real, perhaps even tough, conversations to take place—conversations that will give Oregon City direction not only on what to do, but equally important on what not to do.

These 2-3 hour Strategic Planning Workshops will assist us in developing the following elements of your Strategic Plan:

- **Imperatives:** In broad categories, what must be accomplished during the planning horizon?
- **Initiatives:** What significant projects will enable us to best deliver on the promise of our Strategic Imperatives?

Measurable Objectives Workshop (1)

We believe that setting clear measures of success in a planning process is key to making the plan “real” and builds accountability into the plan. However, we also recognize how challenging it can be to define measures of success. We will use this workshop to determine how we will measure success, defining realistic measures that are easily quantified. Though more work outside this workshop may be needed to arrive at precise thresholds, we will be able to determine what will be measured—and get the details finalized before the planning process is complete.

- **Objectives:** How will we measure success? How will we know that our efforts are having an impact?

As we develop Objectives, we will focus on identifying metrics that are both outcome-based and within Oregon City’s control. Outcome-based metrics measure the impact of activities. The other end of the spectrum is output-based metrics, which measure the completion of an activity. That activity may, or may not, change the outcome. We want outcome-based metrics because we need to know if our activities are moving the needle towards our desired outcome. We may be very busy with activities and on target with execution, but what if the activity isn’t changing the outcome?

Metrics in Oregon City’s control are ones where your actions alone impact the outcome. The work of tourism agencies is typically collaborative with a myriad of stakeholders; therefore, outcomes are a result of Oregon City’s influence amongst many others. It is unlikely that many of your efforts will be able to be categorized as under your sole control, but that will be part of our consideration when determining which metrics you will select and hold yourselves accountable to.

Target Market Identification

Every successful marketing strategy identifies a target market. Without one, you are creating undifferentiated content and hoping something sticks. To maximize Oregon City’s destination marketing effort, Coraggio will identify key target market(s) through five different steps:

- **Step 1:** Coraggio will use secondary research sources, stakeholder insights from the Get Clear phase, industry knowledge, and any existing information provided by Oregon City, to identify current visitation opportunities and trends.



Scope of Work

- **Step 2:** In cooperation with Oregon City, Coraggio will identify and aggregate Oregon City's key tourism assets (e.g. restaurants, parks, recreational opportunities, hotels, historic way-points etc) to create a product offerings portfolio.
- **Step 3:** Coraggio will then work to identify existing state efforts that provide incremental opportunity for Oregon City to create statewide efficiencies in their marketing efforts to capture existing value.
- **Step 4:** Using the outputs from steps 1-3, Coraggio will create an Oregon City Tourism Profile, summarizing all trends, assets and opportunities.
- **Step 5:** Finally, during a 90-minute session, Coraggio will work with Oregon City staff to identify its target market(s). We will leverage the tourism profile and existing institutional knowledge to narrow target market options. This process will inform Oregon City staff in target market identification processes and embed city knowledge into the output.

Brand Strategy Workshop

The Brand of Oregon City, for our purposes, is the durable perception of the place that is held by visitors and residents alike. In a three-hour session, the planning team will gather to discuss the business issues at stake (the “head” of the brand) as well as the emotions of the brand (the “heart” of the brand.) The group will engage in a series of right-brain exercises to generate the fodder for what makes the Oregon City brand unique and compelling. This information is critical for creating a brand vision that residents, visitors, business owners, community leaders, and other stakeholders will embrace whole-heartedly and stand behind for years to come.

We will also discuss the implementation of the brand: how it will be leveraged, who will own the supporting work, and when that work will be done. While we likely won't come to final answers during this meeting, we will have a draft set of strategies that we can continue to refine in parallel to the development of the brand materials by the marketing partner. These strategies will undoubtedly be related to how the brand will help to attract visitors, how the brand promise will be communicated, and how the ongoing measurement of the brand's success will be handled.

This Brand Brief will be “mostly” correct at this stage, and will be one important ingredient in the selection process for the marketing firm, as well as the basis for their work once they have begun.

Strategic Plan Revision Workshop

This workshop will give us the opportunity to revisit the whole of the Strategic Plan, review all the comments received, and make plan adjustments accordingly. Because the messages we send about the Strategic Plan must be consistent, we will also spend a portion of this session focusing on ensuring that leadership and other stakeholder representatives are prepared to deliver that consistent message.

Documentation of Final Strategic Plan

The final Strategic Plan document has to speak to many audiences for many years to come. For this reason, it is important that care goes into the production of the document. The language must be clear and direct, and tie the Plan to the day-to-day operations of the city. As with the Insight Report, we will work to develop a document that is visually appealing and communicates the plan in a clear, concise way.

Strategic Plan Presentation

Along with the planning team we will present the final plan to key stakeholders. During this session, we will discuss the process for developing the plan, the implications of implementing the plan and answer any questions that may come up. One key element of discussion at this meeting will be an explanation of what trade-offs were made and why. It will be impossible to please everybody with the decisions made

Scope of Work

for the Strategic Plan, but what we can do is instill a sense of respect for the difficulty of decision-making involved, the good faith effort of those tasked with the responsibility, and the clarity of the results.

Phase Three: Get Moving



Marketing Strategy Workshops (2)

We will hold a pair of three-hour workshops to help us define a straightforward marketing strategy that supports the target markets and brand direction that we have agreed upon. These sessions are not designed to determine the marketing content, but rather to provide a framework within which the marketing firm can work once selected.

- The first session will focus on the target visitor that we will market to: which geographies we need to market to, the demographics of individuals in those geographies, and the lifestyle profiles of our preferred visitors.
- The second session will focus on documenting the strategies we will employ across a set of marketing channels, including but not limited to: print, social media, PR, and community engagement.

The final Marketing Strategy document will include our target market information, our brand brief, our target visitor profiles, and our channel strategies into a single document that we can use as a touchstone for the development of the RFP for your marketing firm.

Financial Strategy Development

Every strategic plan comes with its own fair share of implications. Financial implications are no exception. To ensure that Oregon City has the capacity to deliver on its identified plan, it will be extremely important to look at the plan through a financial lens. Beginning in the immersion session, Coraggio will work with Oregon City staff to define the current tourism baseline budget. This budget, in combination with the economic impact report, will then be checked against the Initiatives as they are developed to ensure that each initiative is sound and actionable from a budget standpoint. This step will be incorporated into all strategic workshops when necessary to ensure a holistic financial strategy.

Successful initiatives will drive growth across Oregon City's tourism industry, in turn increasing the pool of available funds. Coraggio will use the outputs of the Get Focused phase, the baseline budget and the economic impact report to identify any growth in funds that could be allocated back into the tourism industry, resulting in a 5-year pro-forma that helps illustrate the financial obligations to the strategic plan and its overall success, as well as the likely return on that investment. If possible, we recommend including Oregon City financial staff in these conversations for their perspective and insights.

Marketing Agency Selection

We will work with you to turn our Marketing Strategy into a Request for Proposals (RFP) that will be issued to marketing agencies. In selecting a marketing agency, one focus will be an alignment of skills and approach to the Marketing Strategy we have identified. Coraggio will review proposers, form a shortlist of candidate agencies, and will participate in interviews to assist Oregon City in making the final selection of a marketing agency.

Scope of Work

Marketing Plan Implementation Assistance

Recognizing that Oregon City doesn't have a tourism marketing department, Coraggio will temporarily serve in this role, acting as a main point of contact for the marketing agency, offering background and supporting information for the agency, setting expectations through measurable objectives, providing guidance related to the Marketing Strategy, and communicating progress back to the Economic Development Department at Oregon City.

This work will include a kickoff meeting with the Agency, and periodic scheduled check-ins. One key goal of this work will be to help Oregon City develop capacity for the oversight of the marketing agency once Coraggio's contract has ended.

Strategic Priority Implementation Assistance/Oversight

A key output of strategic planning is a set of Initiatives associated with the Strategic Imperatives of the organization. The first step in operational planning is to prioritize initiatives and assign owners. We will work with the Planning Team to identify appropriate teams and leads to own each Initiative. These teams will be the drivers of each Initiative and will be responsible for ensuring appropriate progress is made. We'll help the Planning Team identify the right sequencing and timing of the identified Initiatives to ensure that Oregon City is not taking on too much at one time, and identify any interdependencies between the Initiatives that need to be considered.

As the Initiative teams begin to meet and develop their first action steps, they will inevitably struggle and need support. During this critical time, we will be available to meet with and coach the teams to help develop appropriate, results-oriented action steps. The goal of this support is to help the teams develop and execute short-term actions while maintaining a long-term focus.

Scope of Work

Proposed Schedule

The chart below reflects Coraggio's anticipated delivery schedule for Oregon City's Tourism Strategic Planning Project.

Phase of Work	Tasks/Deliverables	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Get Clear	Immersion Work Session							
	Stakeholder Visioning Retreat							
	Stakeholder Survey							
	Public Meetings (4)							
	Tourism Economic Impact Analysis							
	Insight Report							
Get Focused	Strategic Clarity Workshops (2)							
	Strategic Planning Workshops (2)							
	Measurable Objectives Workshop							
	Target Market Identification							
	Brand Strategy Workshop							
	Strategic Plan Revision Workshop							
	Documentation of Final Strategic Plan							
	Strategic Plan Presentation							
Get Moving	Marketing Strategy Workshops (2)							
	Financial Strategy Development							
	Marketing Agency Selection							
	Marketing Plan Implementation Assistance/ Oversight							
	Strategic Priority Implementation Assistance/ Oversight							

Administrative Fees

We have included a small administrative budget to cover administrative assistance, print production, and other expenses.

Terms

All activities are invoiced on a monthly basis and are due net 30.



STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

2. Payment.

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

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

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

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

3. Independent Contractor Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Contractor shall:

- (i) Make payment promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Agreement.
- (ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.
- (iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.
- (iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Contractor under this Agreement and, unless Contractor is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligation.
- (v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.
- (b) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Contractor by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.

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

7. SubContractors and Assignment.

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

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

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

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

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

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

13. Indemnity and Insurance.

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

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

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

(c) Comprehensive, General, and Automobile Insurance. Contractor shall maintain comprehensive general and automobile liability insurance for protection of Contractor and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Contractor.

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

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

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

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

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

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

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

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

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

be provided free of cost to City.

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

24. Arbitration.

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

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

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

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

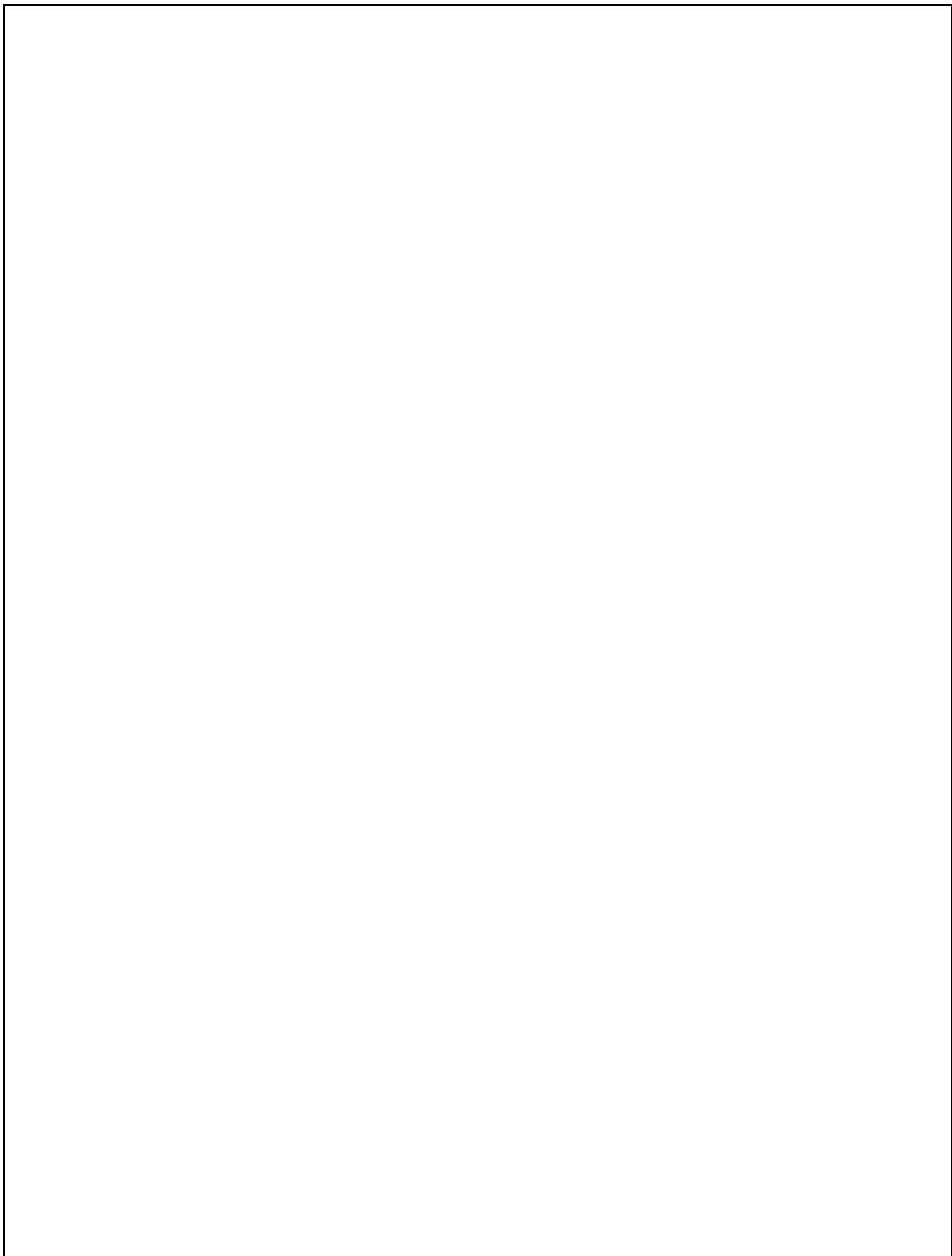
(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection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

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

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

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

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





City of Oregon City

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

Staff Report

File Number: 17-369

Agenda Date: 6/21/2017

Status: Consent Agenda

To: City Commission

Agenda #: 8g.

From:

File Type: Appointment

SUBJECT:

Mayoral Appointments of Janet Mann to the Historic Review Board

RECOMMENDED ACTION (Motion):

Move to approve the Mayor's appointment of Janet Mann to the Historic Review Board with a term expiring December 31, 2017.

BACKGROUND:

A member of the Historic Review Board resigned in the middle of the term, so this allows for an appointment of a new member to finish out the term. The Oregon City Municipal Code Chapter 2.28 - Historic Review Board under section 2.28.020 G states:

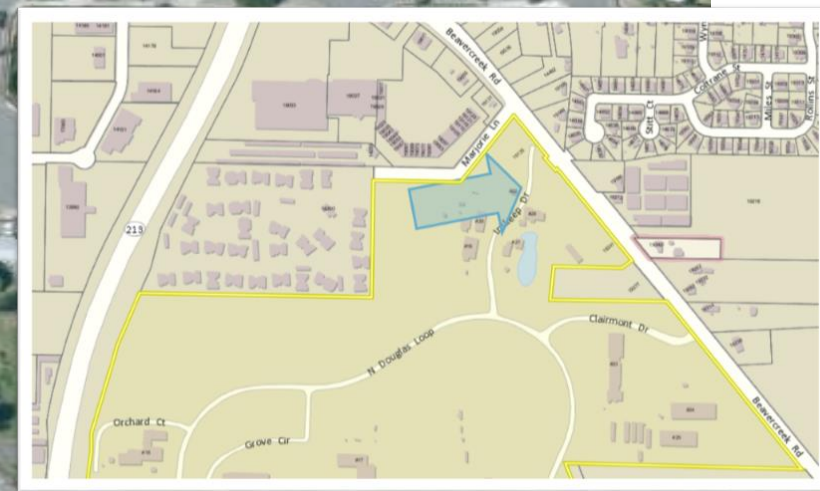
G. A vacancy occurring in a position for any reason other than the expiration of the term shall be filled by the appointment of the mayor with confirmation by the city commission for the remainder of the term.

To make sure there is confirmation by the Commission we have placed this appointment under the consent agenda.

Resolution 17-19

Temporary Fire Station at Clackamas Community College

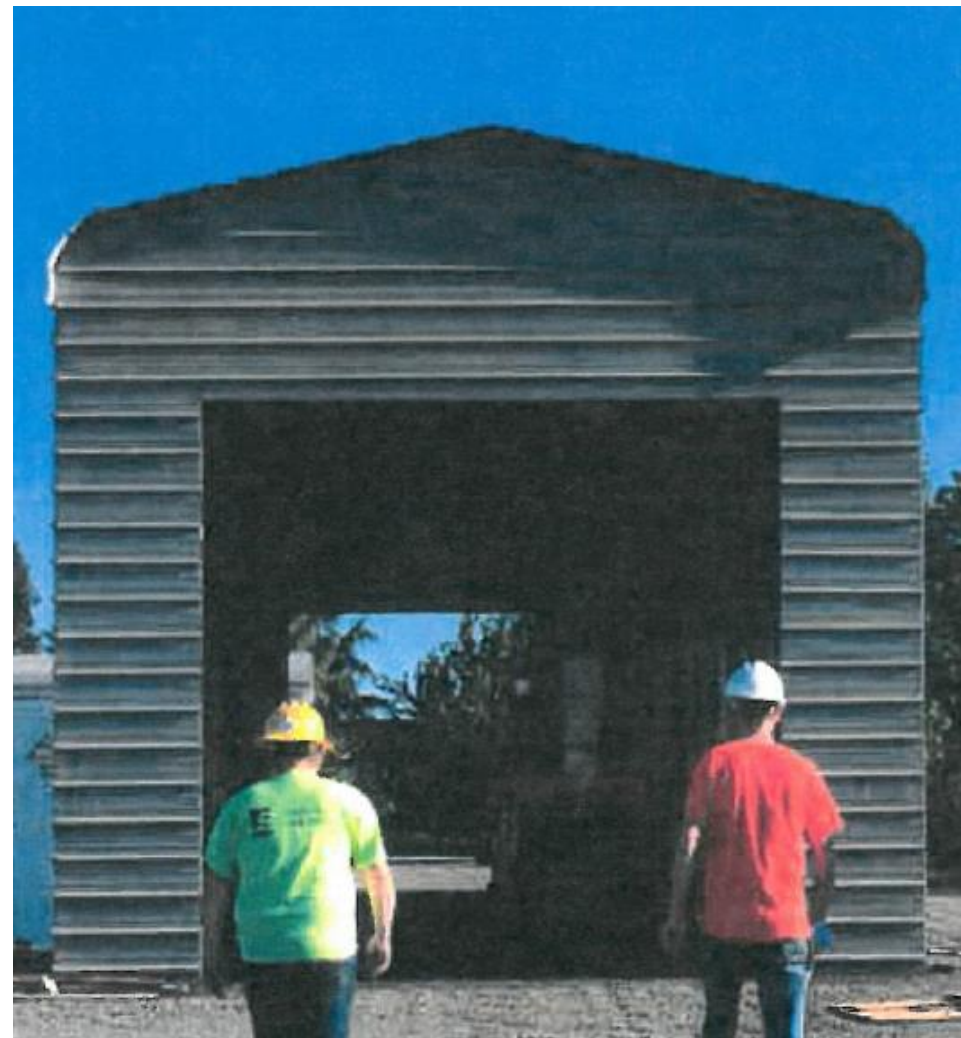






APP
BAYS

LIVE
JOB SHACK







 Oregon City
Heritage Days



COMMENT FORM



PLEASE PRINT CLEARLY

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

Date of Meeting 6/21/17

Item Number From Agenda 2

Public comment

NAME:

Wendell Baskins

ADDRESS:

Street: 1315 Lafayette Ave

City, State, Zip: Oregon City, OR

PHONE NUMBER:

503-655-0311

E-MAIL ADDRESS:

webaskins@gmail.com

SIGNATURE:

Wendell E Baskins

COMMENT FORM



PLEASE PRINT CLEARLY

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

Date of Meeting 21 JUN 17

Item Number From Agenda 4

NAME:

William@smALLFLAGS.com

ADDRESS:

Street: 1324 BEAVER LN

City, State, Zip: OC OR 97045

PHONE NUMBER:

503.723.3456

E-MAIL ADDRESS:

William@smALLFLAGS.com

SIGNATURE:

William Baskins

COMMENT FORM



PLEASE PRINT CLEARLY

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

Date of Meeting 6/21/17

Item Number From Agenda 1

NAME: Jonathan Scheirman - Clackamas Fire
ADDRESS: Street: 11300 SE Fuller Rd
City, State, Zip: Milwaukie, OR ~~97364~~ 97222
PHONE NUMBER: 503 742-2633
E-MAIL ADDRESS: jonathan.scheirman@clackamasfire.com
SIGNATURE: [Signature]

COMMENT FORM



PLEASE PRINT CLEARLY

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

Date of Meeting _____

Item Number From Agenda 71

NAME: William Gifford
ADDRESS: Street: _____
City, State, Zip: _____
PHONE NUMBER: _____
E-MAIL ADDRESS: _____
SIGNATURE: _____