



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED AGENDA

Commission Chambers, 625 Center Street, Oregon City
Wednesday, July 15, 2020 at 7:00 PM

The public is strongly encouraged to relay concerns and comments to the Commission in one of three ways:

- *Email at any time up to 12 p.m. the day of the meeting to recorderteam@orcify.org.*
- *Phone call (Monday – Friday, 8 am – 5 pm) to 503-496-1505, all messages will be relayed and/or citizens can sign-up to participate in the meeting by phone.*
- *Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES, PROCLAMATIONS, AND PRESENTATIONS

[3a.](#) Mayoral Appointment of Project Advisory Team for the OC2040 Comprehensive Plan Update

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

7. GENERAL BUSINESS

[7a.](#) Resolution No. 20-22, To Allow Temporary Parklets in the Right-of-Way and Temporary Outdoor Dining and Retail in Private Parking Lots

[7b.](#) Park Place Neighborhood Transportation Presentation

[7c.](#) Resolution No. 20-17, Authorizing the Nomination of the Park Place Urbanization Study for the 2020 Transportation and Growth Management Grant Program

- [7d.](#) Resolution No. 20-23, Authorizing the Nomination of the Holcomb Boulevard Safe Routes to School Infrastructure Project for the 2020 Safe Routes to School Infrastructure Grant Program
- [7e.](#) Second Reading of Ordinance No. 20-1008, Amending Chapter 2.30 of the Oregon City Municipal Code (Citizen Involvement Committee)
- [7f.](#) Public Improvement Contract with Paul Brothers, Inc. for the Construction of D.C. Latourette Park
- [7g.](#) Real Estate Contract for the Sale of the Oregon City Police Department Property Located at 320 Warner Milne Road to F&F Structures, Inc.

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.](#) Resolution No. 20-16, By-Laws for the Citizen Involvement Committee (CIC)
- [8b.](#) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Contract with Brown and Caldwell, Inc.
- [8c.](#) City Manager Salary Adjustment
- [8d.](#) Minutes of the May 6, 2020 Regular Meeting

9. COMMUNICATIONS

- City Manager's Report**
- Committee Reports**
- Mayoral Report**

10. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

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 three (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.

ADA NOTICE

The location is ADA accessible. Hearing devices may be requested from the City Recorder prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503 657 0891

Agenda 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 channel 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 OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/15/2020

From: Community Development Director Laura Terway

SUBJECT:

Mayoral Appointment of Project Advisory Team for the OC2040 Comprehensive Plan Update

STAFF RECOMMENDATION:

Mayoral appointment of the OC2040 Project Advisory Team

EXECUTIVE SUMMARY:

The City of Oregon City is launching OC2040, a city-wide effort to update the Comprehensive Plan. As the community's blueprint for the future, the Comprehensive Plan is the City's leading policy document on growth, development and public investment over the next 20 years. A Project Advisory Team (PAT) including 35 diverse positions will support the project. This item includes appointment of the PAT members.

BACKGROUND:

The City of Oregon City is launching OC2040, a city-wide effort to update the Comprehensive Plan. As the community's blueprint for the future, the Comprehensive Plan is the City's leading policy document on growth, development and public investment over the next 20 years.

Comprehensive planning helps the City:

- Prepare for and manage expected population and employment growth
- Provide guidance for land use and public investment decisions

OC 2040 will provide a unified version for good governance and future decision-making. As a two-year process, the Comprehensive Plan update begins with intensive public engagement to listen to the community member's aspirations for development and growth management over the next 20 years, resulting in a community-wide vision. The vision will serve as the foundation to the Comprehensive Plan, guiding the update to goals and policies for each of the applicable Statewide Planning Goals. Upon completion, the Comprehensive Plan will be reviewed by the Planning Commission

prior to adoption by the City Commission. The plan will be created by and for the community, with opportunities to shape the outcome through every step of the way.

Project Advisory Team (PAT)

The team will meet up to ten times between Summer 2020 and December 2021. The PAT will represent a broad spectrum of Oregon City residents and interests to:

- ✓ Advise and help implement equitable and effective public involvement strategies including engaging broader Oregon City constituencies, communities, and civic organizations
- ✓ Provide a broad set of perspectives to ensure OC2040 is an equitable process
- ✓ Ensure that the OC2040 Vision reflects the community's values
- ✓ Support the work of city staff, consultants, and the Citizen Involvement Committee

The PAT will consist of 35 people who demonstrate a balanced commitment to the adopted scope of work and represent a broad spectrum of the city. The positions on the PAT were selected to assure diversity, equity and inclusion in accordance with the City Commission Resolution No. 20-19 and include advocates from communities of color, LGBTQQ communities and persons with mental and health disabilities, as well as elected and appointed officials, representatives from the development and business community, and Oregon City advisory boards and committees. The City has identified the following organizations and interests for the PAT.

- Alternative Transportation / Bicycle / Pedestrian Advocate
- Rental Housing / Public Assistance Advocate
- Arts and Culture
- Chamber of Commerce / Latinx / Hispanic Business
- Elderly / Aging in Place
- DOCA
- Small Employer
- Large Employer
- Alternative Housing
- Citizen Involvement Committee (CIC)
- City Commissioner (1)
- City Commissioner (2)
- Planning Commissioner (1)
- Planning Commissioner (2)
- Clackamas Community College
- Advocate for Homeless
- Advocate for Persons with Mental Disabilities
- Advocate for Persons with Physical Disabilities
- LGBTQ
- Indigenous People / Tribal Contacts
- Russian Speaking / Homebuilder

- Black/African American/Homebuilder
- Asian/Pacific Islander
- Faith Community / Youth Pastor / LGBTQ / Latinx
- Youth Representative
- Youth Representative
- Community Health Advocate
- Home Builders Association
- Parks and Recreation Advisory Committee (PRAC)
- Natural Resources Committee (NRC)
- Historic Resources / HRB
- Transportation Advisory Committee (TAC)
- TAC alternate
- At large
- At large

PAT Recruitment Process

The recruitment process for the advisory team began on May 13, 2020. Applications were accepted until the roster was filled in late June. Staff received 54 applications. The PAT consist of citizens who are voting members, and non-voting advisory staff and consultants. Several positions remained unfilled at the end of the second application period. In response, staff contacted prospective applicants to determine whether they would be comfortable self-identifying and filling those positions. Staff's recommendations for appointment by the Mayor are based on the following factors:

- The applicant expressed an interest in and was able to advocate for a position.
- Applicants were chosen which had not previously been involved / engaged in a city public engagement or advisory capacity for city projects if multiple people applied for the same position. This is important because the visioning process for OC 2040 seeks to bring new and diverse voices to the table.
- Applicants self identified as someone from a group that has been traditionally underrepresented in local government, such as people of color, low income, renter, disabled, or youth.
- Applicants with a unique and/or underrepresented educational, professional, or volunteer background. Staff wishes to assure that we will continue to engage with and interview the remaining 18 applicants who are not recommended for appointment and include them as project champions. Oregon City is truly lucky to have such engaged citizens and volunteers as we begin the OC2040 Vision.

Staff will continue to engage with and interview the remaining applicants who are not appointed and include them as project champions. Oregon City is truly lucky to have such engaged citizens and volunteers as we begin the OC2040 Vision.

OPTIONS:

1. Appoint PAT members
2. Do not appoint PAT members

BUDGET IMPACT:

Amount: N/A

FY(s): TBD

Funding Source(s): TBD



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 7/15/2020
From: City Manager Tony Konkol

SUBJECT:

Resolution No. 20-22, To Allow Temporary Parklets in the Right-of-Way and Temporary Outdoor Dining and Retail in Private Parking Lots

STAFF RECOMMENDATION:

Staff recommends that the City Commission adopt proposed Resolution Number 20-22 approving guidelines and establishing an eighteen month pilot program for the installation of temporary sidewalk extensions, called "Parklets", within the City's right-of-way and outdoor dining and retail services in private parking lots.

EXECUTIVE SUMMARY:

The City Commission directed staff to prepare a guide for the temporary use of parklets in the rights-of-way and outdoor dining/retail in private parking lots. Staff is now recommending the Commission adopt Resolution No. 20-22 to formally establish the Oregon City COVID-19 Recovery Assistance Program as a pilot program to occur for an eighteen (18) month period to begin July 16, 2020. Resolution No. 20-22 establishes the applicability, exceptions, and general requirements for the temporary use of this pilot program.

BACKGROUND:

On March 23, 2020, Governor Brown issued Executive Order 20-12, Stay Home, Save Lives, which closed non-essential businesses and severely limited others that were still able to remain open, including restaurants which prohibited on premises food consumption. Due to these social distancing measures, many have experienced loss of business, through reduction of sales and closures. On May 22, 2020, the Governor accepted Clackamas County's application to enter Phase 1 of Reopening Oregon, effective May 23, 2020.

On June 9, 2020, the City Commission considered developing a parklet and outdoor dining/retail services pilot program. Following this Work Session, the City Commission directed staff to further research and prepare a guide for the temporary use of parklets

in the rights-of-way and outdoor dining/retail in private parking lots. Staff is now recommending Commission adopt Resolution No. 20-22 to formally establish the Oregon City COVID-19 Recovery Assistance Program (Program) as a pilot program to occur for an eighteen (18) month period to begin July 16, 2020. This Resolution establishes the applicability, exceptions, and general requirements for the temporary use of this pilot program.

Application:

All business owners are required to submit an application for a Parklet or Outdoor Dining/Retail Services permit. They must follow all applicable guidelines and design standards. Only one parklet per business frontage in the right-of-way and up to 50% of private parking spaces will be allowed per business.

Location:

For parklets, eating and drinking establishments within the Mixed-Use Downtown (MUD) District and within a block of 7th Street (from Singer Hill Road to Jackson Street). For outdoor dining and retail services, business owners within City limits can use of up to half of a private parking lot for outdoor seating or retail use in an on-site parking lot adjacent to a business. All applicable land use planning standards set forth in OCMC Titles 15.28, 16 and 17 and engineering standards set forth in OCMC 12.04.120 and 12.04.130 shall be waived for the program term.

Safety:

A variety of measures are included to increase the safety for those using the parklets and parking lots for outdoor restaurants/retail. For parklets, a setback is required from the adjacent stalls and the street, the posted speed limit is 25 mph or less, a reflective delineator post with reflective striping must be placed at the outer corners of the parking space/parklet. In addition, both parklets and outdoor dining/retail are required to be protected from vehicular maneuvers with substantial planters, weighted bollards, or other structures that can withstand light vehicular. Cones or Type II barricades are not acceptable.

Fee:

During the pilot program, a fee of \$25 each year will be charged for participation in this program. Resolution No. 20-22 waives all engineering and planning fees that otherwise would apply to a request to expand a business into the right-of-way or onto an established private parking lot.

Term:

This pilot program will be in effect for an eighteen (18) month period beginning July 16, 2020 and ending January 2, 2022. The program will be evaluated by the City Commission prior to March 15, 2021. However, parklets and outdoor dining/retail areas constructed in compliance with the provisions of the Program may be assembled from

July 16, 2020 to November 30, 2020 and again from March 15, 2021 to November 30, 2021 during this pilot program.

This program facilitates a positive partnership between the public, Downtown Oregon City Association, Oregon City Chamber of Commerce, and the City to repurpose space designed for on-street parking and private parking spaces by safely building space for customer use. It is in accordance with the 2019-2021 Goals and Priorities Goal 3, Enhance the Livability of the Community, which is especially important during this time of uncertainty and ever-changing working and living conditions.

After Hours Shared Parking Status:

The loss of on-street parking downtown caused by parklets may be offset by the implementation of the after-hours shared parking program. The program opens private off-street parking lots to the public at no charge. The following locations include:

- City Hall (625 Center Street): 34 Parking Stalls
- Signage Installed Soon at River Crossing (911 Main Street): 41 Parking Stalls
- Under Discussion with Christmas at the Zoo (524 Main Street): 31 Parking Stalls

OPTIONS:

1. Approve Resolution No. 20-22.
2. Direct staff to make changes to the Resolution and/or standards and then continue to the August 5, 2020 City Commission meeting.
3. Deny Resolution No. 20-22

BUDGET IMPACT:

Amount: Unknown

FY(s):

Funding Source(s):

RESOLUTION NO. 20-22

A RESOLUTION TO ALLOW TEMPORARY PARKLETS IN THE RIGHT-OF-WAY AND TEMPORARY OUTDOOR DINING AND RETAIL IN PRIVATE PARKING LOTS

WHEREAS, the State of Oregon has placed restrictions on the use of commercial spaces due to the pandemic known as COVID-19; and

WHEREAS, providing an opportunity for businesses to expand their operations outdoors, either in the public right-of-way or private parking lots, will generate greater pedestrian activity, help increase business patronage and overall interest in the area, and off-set some of the losses resulting from the spacing minimums required to reduce the spread of COVID-19; and

WHEREAS, temporary parklets are public spaces located in the public right-of-way that provide increased restaurant or bar seating capacity; and

WHEREAS, temporary outdoor dining and retail activities located in private parking lots will also provide additional seating or retail display space for local restaurants, bars, and retail businesses; and

WHEREAS, to be successful, parklets and outdoor dining and retail on private parking lots must adequately address infrastructure and parking impacts, be tied to a specific location, be safe for the public to use, be easily maintained by the permittee, be for a limited and certain term, and be capable of easy and fast installation and removal; and

WHEREAS, Oregon City Municipal Code (“OCMC”) Section 12.04.120 identifies requirements for temporary obstructions in the right-of-way, OCMC Section 12.04.130 sets forth the requirements for sidewalk sales and OCMC Titles 15.28, 16 and 17 includes planning standards such as minimum and maximum off-street parking requirements; and

WHEREAS, the Engineering Fee schedule establishes a fee for temporary obstructions and the Planning Fee schedule would ordinarily apply where changes to off-street parking areas are proposed.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City hereby adopts Exhibit A, The Oregon City COVID-19 Recovery Assistance Program (the “Program”), which authorizes parklets and the use of private parking lots to accommodate outdoor dining and retail on a limited basis within the MUD zone extending along 7th Street between Singer Hill Road and Jackson Street.

Section 2. All engineering and planning fees that otherwise would apply to a request to expand a business into the right-of-way or onto an established private parking lot consistent with the Program terms shall be waived and instead, shall be subject to a fee of \$25 per business for each application type.

Section 3. All applicable engineering standards set forth in OCMC 12.04.120 and 12.04.130 for all temporary obstructions relating to restaurant, bar seating and retail sales within the public right-of-way that otherwise complies with the Program shall be waived for the period of July 16, 2020 to November 30, 2021.

Section 4. All applicable land use planning standards set forth in in OCMC Titles 15.28, 16 and 17 for development on private property necessary to accommodate temporary outdoor dining and retail in private parking lots that otherwise complies with the Program shall be waived for the period of July 16, 2020 to November 30, 2021.

Section 5. Authorizations granted pursuant to this resolution are temporary and may occur only from July 16, 2020 to November 30, 2020 and again from March 15, 2021 to November 30, 2021, although the City Commission may make changes to the Program during the Winter of 2020 - 2021 that may affect participating businesses.

Section 6. 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 15th day of July 2020.

DAN HOLLADAY, Mayor

Attested to this 15th day of July 2020:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Exhibit A: Oregon City COVID-19 Recovery Assistance Program

Oregon City COVID-19 Recovery Assistance Program

Due to the COVID-19 pandemic, the City of Oregon City supports alternative ways to help increase patronage of local businesses effected by physical distancing requirements. This program includes temporarily allowing the following with restrictions:

- **Parklet Pilot Program:** Restaurants in certain locations downtown and along 7th Street to temporarily use adjacent on-street parking for outdoor temporary use as an extension of dining; and
- **Outdoor Dining and Retail in Private Parking Lots Program:** Retail and Restaurants throughout the City to use up to half their parking lot for additional retail and/or dining.

Both programs are temporary from July 16, 2020 – November 30, 2020 and again from March 15, 2021-November 30, 2021. The City Commission will review the programs after November 30, 2020 but before March 15, 2021 to determine if any changes to the standards below are needed.

Parklet Pilot Program

Restaurants in the Mixed Use Downtown District and along 7th Street (Singer Hill Road to Jackson Street) may construct a parklet in adjacent on-street parking areas to allow expanded outdoor dining.

These expanded seating areas called “parklets” will allow restaurants throughout the business community to temporarily increase seating capacity and safely serve more customers, while maintaining social distancing, by locating chairs and tables along sidewalks, in on-street parking areas.



ELIGIBILITY OF BUSINESSES

Eating and drinking establishments within the Mixed Use Downtown (MUD) District and within a block of 7th Street (from Singer Hill Road to Jackson Street).

PARKLET LOCATIONS

The parklet program limits the number of allowed parklets per block as necessary to accommodate for ADA accessibility for pedestrians, protect accessible parking and no-parking areas such as loading zones.

1. Location

A parklet must be located within an existing on-street parking stall abutting or partially abutting the business utilizing the parklet. Only one parklet utilizing one stall is allowed per business, per frontage. Businesses may work together to create a parklet using two or more on-street parking stalls if the businesses are adjacent to each other. In addition, any business may allow customers of other nearby business to utilize the parklet.

2. Approval

A parklet shall only be located in designated on-street parking areas that have been approved by the City of Oregon City after careful review and authorization via a Parklet Permit. The property owner, any additional building tenants, along with all other businesses located adjacent to and immediately abutting within the same block of the parklet must provide written consent supporting the request.

3. Posted Speed Limit

A parklet may be established along roadways where the posted speed limit is 25 mph or less.

4. Parking Zones

Parklets are prohibited in accessible parking spaces and the accessible aisle adjacent to the accessible spaces and no parking zones. See Exhibit 1 for locations that are prohibited from parklet use in downtown; areas marked in red.

TERM OF USE

Parklets are to be temporary in construction. They may be assembled March 15 through November 30. Permits will be for this period only, pending review and approval. This means parklets must not be installed before March 15 and must be completely removed on or before November 30 of each year.

GENERAL GUIDELINES

- Public parklets must be located adjacent to the applicant's business.
- If all accessibility and design requirements are met, installation of a parklet platform is not required, provided that existing pavement is not damaged or otherwise altered.
- Design for easy removal. The parklet will sit on top of the existing street surface. Because parklets may sit on top of critical infrastructure and utilities such as gas lines, sewer and water mains, etc., they need to be designed for easy removal in case of an emergency.
- No additional signage is allowed within or on the parklet other than those required by law.
- Maintenance and litter removal are the responsibility of the applicant/owner. Failure to maintain the parklet may result in the revocation of the permit.
- No audio systems or other sound amplification devices are permitted for incorporation in the design of any parklet and shall not be used on any parklet.
- No smoking or vaping is permitted within a parklet at any time.
- If applicable, the applicant is responsible for obtaining separate Oregon Liquor Control Commission (OLCC) permits.
- If applicable, the applicant is responsible for following food safety guidelines regulated by the Oregon Health Authority.

MAINTENANCE OF THE PARKLET

The parklet will be owned and maintained by the applicant. The applicant is responsible for all costs associated with the design development, construction, installation, maintenance, and removal of the parklet. Approval of an application obligates the applicant to keep the parklet free of debris, grime, and graffiti, and to keep all plants in good health.

The permit requires that the facility is swept daily and debris is removed from under (if applicable) and around the parklet a minimum of once a week. A maintenance plan and agreement are required to ensure compliance.

PARKLET DESIGN STANDARDS

The following design standards ensure that all parklets are safe, accessible, attractive, and functional.

1. BASE AND DECKING

If proposed, parklet decking must be designed such that the parklet has a vertical lip of no more than ¼-inch as it connects to the curb and may not have more than a ½ inch gap from the curb. The cross slope from the curb to the street must not exceed 2%. This means that

most parklets will likely have an elevated base decking. The submitted design must demonstrate that the deck is compliant with ADA accessibility requirements including at least one ADA-compliant access point for each parking space used.

The parklet platform may not be attached to or damage the street and must be easily assembled and disassembled. Any damage to the street is the responsibility of the applicant.

The parklet platform must be designed to allow for curblinestormwater drainage and include a minimum twelve (12") inch gutter bar. The parklet platform must be designed to not allow debris to collect underneath the deck.

2. PARKLET FOOTPRINT

A buffer is required in the locations in which the parklet abuts adjacent on-street parking stalls. For parallel parking there must be a twenty-four (24") inch setback on either end of the parklet, adjacent to parallel parking, and to the roadway. Wheel stops may be used but are not required.

For diagonal and perpendicular spaces, the edge of the parklet must be set back eighteen (18") inches from the adjacent parking space on either side. This setback space must be included within the parklet space, and not be taken from the adjacent space.

For multiple businesses adjacent to each other that want to assemble a parklet, adjoining stalls are allowed without a buffer.

3. BUFFER

Parklet design must include a physical continuous physical barrier along the street able to withstand impact while maintaining clear visual sightlines to the street.

To protect a parklet located on a parallel parking space from parking maneuvers, substantial planters, weighted bollards, or other structures that can withstand light vehicular impact, must be installed on either end of the parklet and at the street edge. Cones or Type II barricades are not acceptable. Parklets occupying diagonal parking spaces are not required to have such substantial edge materials, except for the side and corners at the street edge. Additional traffic safety items may be added to the final design by City staff.

Barriers and fencing may not extend into the street side setback zone or bolted into the street. If portable fencing is used, each section must be connected together. If cable is used for the barrier, spacing between cables cannot exceed 6-inches.

A reflective delineator post must be placed at the outer corners of the parking space/parklet, 6-inches from the wheel stops. Delineator posts must be 36-inches tall, cylindrical, white, flexible, and must include reflective striping.

4. VERTICAL ELEMENTS

Vertical elements, such as planters and umbrellas over tabletops, should be included so that the facility is visible to vehicles. Umbrellas or sails cannot be placed within 20 feet of a stop sign and must be contained within the parklet.

Applicants with overhead canopies, sails, or similar must demonstrate that the structures have the ability to withstand wind loads equal to the standards which apply on private property. Covers comprised of more substantial materials such as wood or metal are not allowed.

Applicants proposing a cover must demonstrate that visual obstruction to adjacent businesses, both to storefronts and identifying signage, is minimized.

6. MATERIALS

The use of high quality, durable materials capable of withstanding prolonged use is required. Examples include wood and metal. Membrane/pop-up structures or chain link are not allowed.

Surface materials: loose particles, such as sand or loose stone, are not permitted on the parklet. A non-slip surface is required.

7. SEATING

Everyone should be able to travel adjacent sidewalks and enjoy parklets. Furniture must be able to accommodate a minimum of one accessible space per parklet. To accommodate for social distancing measures currently in place, tables, including their seating, and circulation areas must be a minimum of 6 feet from one another.

8. LIGHTING

Lighting that extends across the sidewalk must be a minimum of 8 feet above the sidewalk. Any single lighting source more than 40 watts shall be shielded.



9. HEATING APPLIANCES

Portable outdoor gas-fired heating appliances (such as propane heaters) shall be approved by Clackamas Fire District #1.

APPLICATION

An application for a Parklet Permit is required and must be approved before installation of the parklet. Once the parklet is constructed, an inspection is required to verify compliance with the approved application. Applications will be accepted on a rolling basis. A parklet applicant must comply with the applicable standards and agree to the terms of the Indemnity and Release Agreement required as part of the application including Liability Insurance covering Permittee's activity described in the Release.

PARKLET PERMIT FEE

During the initial pilot program, a \$25 parklet fee will be required per year, but the sidewalk fee will be waived.

LIABILITY INSURANCE

A parklet applicant must maintain general liability insurance in the amount no less than \$2 million per occurrence/\$4 million aggregate throughout the term of the parklet permit, in accordance with the Indemnity and Release Agreement obligations and City of Oregon City standards.

SITE PLAN

A design document is required at the time of application submittal. A complete set of proposal drawings is required in order to be considered for approval. This site plan/design will help staff understand how your parklet would fit within the street. The site plan does not need to be drawn by a design professional, it can be done by hand or computer, and shows the exact location of the parklet, the area around the parklet, the proposed layout and dimensions, and where parklet amenities (e.g., seating and landscape features) would be placed. Staff will determine if your selected site is appropriate for a parklet and how the parklet would integrate into the neighborhood context.

EXHIBIT 1



Main Street from 6th Street to Hwy 99E



Main Street from 6th Street to 8t Street



Main Street from 8th Street to 10th Street



Main Street from 10th Street to 11th Street

Outdoor Dining and Retail in Private Parking Lots Program



The following temporary program is designed to support local restaurants/bars and retail subject to COVID-19 minimum spacing requirements. The purpose of the program is to temporarily allow the use of up to half of a private parking lot for outdoor seating or retail use in an on-site parking lot adjacent to a business.

This program is temporary. Outdoor dining and retail areas constructed in compliance with these provisions may be assembled from July 16, 2020 – November 30, 2020 and again from March 15, 2021-November 30, 2021. The minimum parking requirements as well as other applicable land use standards are suspended and replaced with the requirements within this policy.

DESIGN STANDARDS

1. SIZE

Up to 50% of the parking spaces in a parking lot on the same property as a restaurant/bar or retail business may be converted to outdoor dining/retail space. Within shopping centers, where a lot serves more than one business, the 50% limit applies to the shopping center parking lot as a whole.

2. DESIGN

- a. To protect the outdoor dining or retail area from parking maneuvers, substantial planters, weighted bollards, or other structures that can withstand light vehicular impact must be installed between vehicular areas and the expanded outdoor space. Cones or Type II barricades are not acceptable.
- b. No existing landscaping may be removed.
- c. An unlimited number of temporary tents, umbrellas, or and other shade structures are allowed within the expanded outdoor area with documentation demonstrating they are secured to the ground or otherwise protected from movement. The structures may be any size.
- d. No use of the ADA stall(s) or adjacent striping is allowed.
- e. No change to the vehicular ingress/egress of the site is allowed.
- f. The following minimum clearance must be maintained within the parking lot:
8 feet above sidewalks/pedestrian accessways

No cords, structures, sails, coverings, or similar may cover or extend across a space for vehicle maneuvering or parking.

- g. Any single lighting source more than 40 watts shall be shielded. Excessive lighting may be deemed a nuisance.
- h. Up to two ancillary signs (up to 6 square feet each) are allowed in addition to the signage allowed in OCMC 15.28.
- i. If seating is provided, a minimum of one accessible (ADA) seat shall be provided per parklet.

3. MATERIALS

- a. The outdoor dining area shall be designed for easy removal.
- b. No installation of gravel, sand, or other surface materials is allowed.
- c. No chain link is allowed.

4. OTHER STANDARDS

- a. Approval from the property owner is required.
- b. Approval from the Building Department and Clackamas County Fire District #1 is required.
- c. Applications must be submitted to the Planning Division.
- d. A fee of \$25 each year will be charged for participation in this program.

5. PERMIT SUBMITTAL REQUIREMENTS

An application for the Outdoor Dining and Retail in Private Parking Lots Program is required and must be approved before installation. Once construction is complete, an inspection is required to verify compliance with the approved application

- ✓ Application Form
- ✓ Site Plan drawing or sketch including:
 - Footprint of the proposed outdoor dining/retail area
 - Building footprints and entrances
 - Existing parking stalls
 - Existing driveways
 - Proposed vehicle circulation diagram
 - Location of barricades around outdoor dining/retail area

If an owner wishes to continue use of the outdoor dining or retail area after the closure of this program, the owner shall be responsible for obtaining proper approvals as well as compliance with all applicable standards in the Oregon City Municipal Code.



OREGON CITY

625 Center Street | PO Box 3040 | Oregon City OR 97045
Ph (503) 657-0891 | Fax (503) 657-7892

APPLICATION - PARKLETS & SIDEWALK SEATING

Application Date:

Applicant

Name of Business:	
Business Address:	City, State & Zip:
Contact Name:	Phone:
Email:	Oregon City Business License Number:

Parklet or Sidewalk Seating Information

Parklet *or* Sidewalk Seating New *or* Renewal

Parklet or Sidewalk Seating Location and Description:

One parklet allowed per business using one parking space adjacent to business. If parking spaces unmarked, space may be 9 feet wide by 20 feet long.

Parklet Design

<input type="checkbox"/> Slip-resistant surface	<input type="checkbox"/> 1/4-inch maximum vertical drop from curb	<input type="checkbox"/> 1/2-inch maximum horizontal gap from curb
<input type="checkbox"/> Umbrellas or sails	<input type="checkbox"/> 12-inch curb flow-through	<input type="checkbox"/> Cable barriers: 6-inch minimum spacing
<input type="checkbox"/> ADA access point	<input type="checkbox"/> One table minimum for ADA patrons	<input type="checkbox"/> Weighted structures at ends
<input type="checkbox"/> Vertical elements for visibility	<input type="checkbox"/> Reflective measures	Additional Elements:
<input type="checkbox"/> Lighting: <input type="checkbox"/> Over 40W shielded <input type="checkbox"/> 8-foot minimum above sidewalk		
<input type="checkbox"/> Parallel parking: 24-inch setbacks <i>or</i> <input type="checkbox"/> Angle parking: 18-inch setbacks		

SEE BACK PAGE OF THIS FORM FOR PROVISIONS AND CONDITIONS

Permission is hereby requested to construct, maintain, and use a parklet as described hereto. It is understood that this application is limited to the parklet described herein and that the business shall comply with the provisions of this application and all other applicable rules, regulations and standards of the City, County and State. The permittee assumes full responsibility for said compliance and for repair or replacement of any existing improvement damaged as a result of the parklet.

PROPERTY OWNER SIGNATURE	
SIGNATURE OF ABUTTING BUSINESS	Address
SIGNATURE OF ABUTTING BUSINESS	Address

Attach additional pages with signatures as needed.

I CERTIFY THE ABOVE INFORMATION IS CORRECT Applicant's Signature:

OFFICE USE ONLY

Parklets	Location: <input type="checkbox"/> Street speed limit per standards <input type="checkbox"/> Location not a prohibited space
	Coverings: <input type="checkbox"/> Umbrellas contained in footprint <input type="checkbox"/> No obstruction to adjacent business visibility <input type="checkbox"/> Umbrellas 20 feet from stop signs <input type="checkbox"/> No sightline obstruction per OCMC 10.32

Sidewalk Seating Minimum 4-foot ADA pathway

Certificate of Insurance naming the City Release and Indemnity Agreement Dimensioned site plan meeting standards

Packet Complete: Yes No Expiration Date: Permit No.:

Issued by: Date:

PERMIT NUMBER _____ IS ISSUED & ACCEPTED SUBJECT TO THE FOLLOWING CONDITIONS & PROVISIONS.

1. Street impact. Parklet shall not encroach into street. Parklet shall not be bolted to curb or street. Parklet design shall include ability for easy removal in case of need for utility or other access. Any damage to or unauthorized alteration of the right-of-way is to be repaired by permittee to City standards
2. Overhead covers. Sails or umbrellas must be able to withstand environmental loads equally to those on private property. Covers may not be comprised of more substantial materials such as wood or metal. Membrane pop-up structures such as canopies are not permitted.
3. Signage. Signage on parklet subject to City sign code and standards. Signs or covers may not obstruct abutting businesses or their signage.
4. Maintenance. Minimum weekly debris, graffiti, and grime removal required. Parklet maintenance the responsibility of the business including daily sweeping.
5. Restricted items. No audio system may be used on parklets. No smoking or vaping permitted within a parklet at any time.
6. Coordination. Separate OLCC or OHA licenses or permits are the responsibility of the business. Adjoining businesses may combine parklets at property line to avoid setback between two parklet.
7. Permittee agrees to save, keep and hold harmless the City of Oregon City, its officers, agents and employees from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damage to property, or of personal injury received by reason of or in the course of use of the right-of-way authorized by this permit which may be occasioned by any act or omission of the permittee, his agents or employees.
8. Permit is void before March 15 and after November 30.
9. Permit original issuance and annual review and renewal under separate processes.
10. Permit revocable at any time by the City.
11. A copy of this permit shall be kept at the business address identified on page one of this form.
12. Permittee shall adequately safeguard all construction or assembly and disassembly of a parklet with barricades, lights and/or other suitable safety devices per a temporary traffic control plan submitted to and approved by the City that follows the current "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (mutcd.fhwa.dot.gov), Federal Highway Administration, and all OSHA rules and regulations.
13. Fire Department access to fire hydrants shall always be maintained.
14. Inspection of completed parklet or sidewalk seating for conformance with plans and standards required. A minimum of **72 hours' advance notice** must be given for inspection requests (exclusive of Saturdays, Sundays, and holidays). Setup approval shall not be granted until construction debris and excess material is removed and right-of-way is deemed to be restored to acceptable condition as determined by the City.
15. Failure to secure permits for previous work or failure to pay fees due on previous permits shall render the applicant, permittee or employees ineligible for any other City permit until such fees and penalties are paid.

I AGREE TO COMPLY WITH THE PERMIT AND ALL ABOVE-REFERENCED CONDITIONS

Applicant's Signature:	Date:
Applicant's Printed Name:	Title / Organization:

Rev 2020-06-19

RELEASE AND INDEMNITY AGREEMENT

Dated _____

In consideration of the issuance of a permit/permission by the City of Oregon City (the "City") for

(Description of activity)

the undersigned ("Permittee") hereby agrees to the following terms:

1. **Release.** Permittee does hereby release and forever discharge the City of Oregon City, and its City Commissioners, officers, agents, volunteers and employees (collectively "Indemnitees") from any and all claims, liability, loss and demands of whatever kind or nature, either in law or in equity, arising from or related to Permittee's activity described above and/or Permittee's use of the City's facilities. Without limiting the generality of the foregoing, Permittee understands and agrees that this Release discharges each of the Indemnitees from any liability or claim that Permittee may have against any of them with respect to any bodily injury, personal injury, illness, death, or property damage that may arise from or relate to Permittee's activity described above and/or Permittee's use of the City's facilities. Permittee hereby expressly and specifically assumes the risk of injury or harm or damage to property with respect to the activity described above or Permittee's use of the City's facilities, whether caused by the negligence of any of the Indemnitees or otherwise.

2. **Indemnity.** Permittee hereby agrees to indemnify, defend (with legal counsel acceptable to the Indemnitees) and hold the Indemnitees harmless from any and all claims, liability, loss, damage, cost or expense, including but not limited to attorney fees and court costs, that the Indemnitees may sustain or incur arising from or relating to Permittee's activity described above and/or Permittee's use of the City's facilities. The foregoing indemnity shall include but not be limited to any claims, liability, loss, damage, cost or expense due to any bodily injury, personal injury, illness, death, or property damage arising from or related to Permittee's activity described above and/or Permittee's use of the City's facilities.

3. **Damage to Property.** In the event Permittee or its employees, agents, contractors, licenses or invitees damage or destroy any property of the Indemnitees in connection with Permittee's activity described above, Permittee shall, upon demand of the Indemnitees, immediately pay the costs of repair or replacement of such damaged property.

4. **Insurance.** If this box is checked , Permittee shall maintain liability insurance covering Permittee's activity described in this Release, with such coverages and in such amounts as required by the City from time to time. Such insurance shall also name the City as an additional insured. If Permittee is required to maintain liability insurance under this Release, Permittee shall, prior to engaging in the activity described in this Release, provide the City with a certificate of liability insurance evidencing such insurance in a form acceptable to the City.

5. **Termination.** The City may terminate Permittee's activity described above at any time upon written notice to Permittee. Indemnitees shall have no liability to Permittee for any termination of Permittee's activity, including but not limited to liability for consequential damages.

6. **Interpretation.** The undersigned agrees that this Release is intended to be as broad and inclusive as is permitted by the laws of Oregon, and that if any portion of this Release is held invalid, it is agreed that the remaining portion shall continue in full force and effect.

7. **Jurisdiction.** In the event of any dispute between the undersigned and any or all of the Indemnitees, such dispute shall be governed by Oregon law and the exclusive jurisdiction for such dispute shall be the State courts for the State of Oregon, and the exclusive venue for such dispute shall be Clackamas County, Oregon.

8. **Authority.** In the event the undersigned is a limited liability company, corporation or other organization, the individual signing below represents and warrants he/she has authority to execute this Release on behalf of such organization.

9. **Binding Effect.** The waiver, release, indemnity and agreements of Permittee under this Release shall be binding upon Permittee's agents, guests, licensees, heirs, personal representatives, executors, successors and assigns.

10. **Compliance with Laws.** Permittee shall comply with all laws, ordinances and regulations, and the terms of any permit issued by the City, applicable to Permittee in connection with Permittee's activity described above.

Permittee:

By: _____
Signature of Authorized Agent

PDX_DOCS:470255.2 [34758.00100]



OREGON CITY

APPLICATION – OUTDOOR DINING/RETAIL IN PARKING LOTS	Application Date:
--	-------------------

Applicant

Name of Business:	
Business Address:	City, State & Zip:
Contact Name:	Phone:
Email:	Oregon City Business License Number:

Parking Spaces

Total parking spaces in lot:

Number of spaces that will be used for outdoor dining or retail:

Percentage of total parking spaces used:
Up to 50% of the spaces may be used

Standards that must be met (show on attached site plan)

- Barriers to delineate/protect the dining/shopping area from the parking lot. Material: _____
- No landscaping will be removed.
- Any tents/umbrellas will be secured to the ground or protected from movement. How: _____
- No use of ADA parking spaces or adjacent striping.
- No change to the vehicular ingress/egress of the site.
- Lighting greater than 40 watts is shielded.
- No more than two additional signs up to 6 square feet.
- If outdoor seating is provided, a minimum of one ADA seat is included
- Vertical clearance of 8 feet above walkways is maintained.
- No cords, structures, sails, coverings, or similar cover or extend over vehicle maneuvering or parking areas.
- The space is designed for easy removal and does not contain permanent fixtures.
- No new gravel, sand or other surface materials.
- No chain link fencing.

Attach a site plan showing the parking lot changes proposed.
Approval from the property owner is required.
Approval from the Building Department and Clackamas County Fire District #1 is required.
Applications must be submitted to the Planning Division.
A fee of \$25 each year will be charged for participation in this program.

PROPERTY OWNER SIGNATURE	
--------------------------	--

I CERTIFY THE ABOVE INFORMATION IS CORRECT	Applicant's Signature:
--	------------------------

OFFICE USE ONLY

Packet Complete: <input type="checkbox"/> Yes <input type="checkbox"/> No	Expiration Date:	Permit No.:
Building Division Approval:	Clackamas County Fire District Approval:	
Issued by (Planning Approval):	Date:	

Permission is hereby requested to construct, maintain, and use a private parking lot as described hereto. It is understood that this application is limited to the parking lot described herein and that the business shall comply with the provisions of this application and all other applicable rules, regulations and standards of the City, County and State.

SUPPORT LOCAL OREGON CITY

Economic Recovery Plan



A Guide for Expanded Restaurant & Retail Space for Oregon City Businesses

Proposal for City of Oregon City - Restaurant & Retail Recovery Program

In concert with the Governor's Office Phased Re-opening plan, Downtown Oregon City Association and the Oregon City Chamber are proposing the City of Oregon City allow the following guidelines to temporarily allow restaurants and retail businesses to expand their business footprint onto the public right-of-way or in privately owned parking facilities without meeting certain City code and permitting requirements.

Governor's existing requirements:

- Determine maximum occupancy to maintain physical distancing requirements and limit number of customers on premises accordingly.
- Ensure tables are spaced at least six (6) feet apart so that at least six (6) feet between parties is maintained, including when customers approach or leave tables.
- Businesses will need to determine seating configuration to comply with these physical distancing requirements.
- Remove or restrict seating to facilitate the requirement of at least six (6) feet of physical distance between people not in the same party.
- If booth seating is back-to-back, only use every other booth.
- Limit parties to 10 people or fewer. Do not combine parties/guests at shared seating situations who have not chosen to congregate together. People in the same party seated at the same table do not have to be six (6) feet apart.
- If a business is unable to maintain at least six (6) feet of distance, except for brief interactions (for example, to deliver food to a table), it may operate only as pick up/to go service. This applies to both indoor and outdoor seating.

**SUPPORT
LOCAL
OREGON CITY**

1. Restaurant & Retail

Recovery Program Overview

The following proposed plan that the City would adopt is to ensure businesses have the greatest ability to operate successfully during the COVID-19 economic recovery. This initial request is to leverage available private and public space to be used as expanded areas for restaurants and retail activity while maintaining public safety requirements.

Temporary Outdoor Dining & Retail Activity on Private Property

Restaurants and retail establishments with access to private sidewalks or private parking may utilize these areas for dining or retail services, in accordance with the governor's safety guidelines, provided the consent of the landlord or property-owner is obtained without City permits.

Temporary Outdoor Dining & Retail Activity in Public Rights-of-Way (Sidewalks & Parklets)

We propose the City temporarily amend City Code for restaurants and retail businesses to expand operating space in designated portions of the public right-of-way. These areas will be limited to all sidewalk areas and adjacent on-street parking spaces (if available) on City roadways. State roadways are excluded from this program.

Permits will still need to be obtained through the appropriate City Department, but fees associated with use and building will be waived for the period of 18 months from implementation of the program.

To participate in this program, minimum safety requirements and Americans with Disabilities Acts (ADA) must still be met. It shall be the responsibility of the business to ensure that these requirements are maintained at all times the business is operating within the public right-of-way.



Types of Public Space used for this purpose:

Sidewalks

Private use of sidewalk space for merchandise has typically not been allowed under City Code 12.04.130. We propose that the City allow businesses use of the sidewalks for additional restaurant seating and merchandise.



Parklets

Parklets are on-street parking spaces that have been converted for other uses, such as outdoor dining areas. This often solves ADA accessibility issues.

Café and Retail Zones

This involves closure of portions of a street (example is 8th between Main and Railroad) near a concentration of businesses to provide additional space in a safe and protected setting that can serve multiple businesses.



2. Restaurant & Retail Recovery Program

The Details:

Temporary Outdoor Dining & Retail Activity on Private Property

We would like the City of Oregon City to adopt a temporary Order where businesses may expand dining and retail areas to certain areas of private property not typically permitted for business activity, such as private outdoor areas and parking lots.

Private Parking Lots

Up to 50% of off-street private parking spaces counted toward the required parking minimum may be converted to outdoor dining or retail space, when the lot is adjacent to the parent property. The converted use must be in compliance with all Fire Department requirements for building accessibility, and social distancing requirements that provide at least six feet of space between tables and pathways. Additionally, no parking for disabled persons may be repurposed for restaurant or retail use.

Erection of Tents and Other Shade Structures on Private Property

Tents may be used for the length of the program. 10 foot by 10 foot tents or smaller may be erected in parking spaces to provide shade for dining areas. Larger tents may be erected by permission of the appropriate City Department. The fees for such tents intended for dining areas will be waived as will the timeline restricting for the duration of this program.

Temporary Outdoor Dining & Retail Activity in Public Rights-of-Way (Sidewalks & Parklets)

We would like the City of Oregon City to adopt a temporary Order authorizing restaurants and retail businesses to expand dining and retail operations onto all sidewalks and on-street parking spaces (parklets) on City roads, provided the applicable requirements described below can be met. The City should also identify certain roadways for full road closures (Café & Retail Zones) to temporarily make these street areas available for expanded dining and retail activity, consistent with the requirements identified.



Sidewalks

Sidewalk activation for restaurants have typically required a permit through the City and retail activation has not been allowed. We would request that the permit fee for sidewalk seating be waived for restaurants and an expansion of temporary sidewalk use to include retail as well, subject to the conditions below.

Expanded Sidewalk Requirements for Restaurant & Retail

For the duration of the recovery time period (approximately 18 months), this temporary code will be in effect.

General Requirements:

Outdoor café seating and retail operations within sidewalks and public rights-of-way shall maintain:

- Adequate pedestrian flow of at least 6 feet; a graphic depicting outdoor seating parameters is attached to this proposal.
- Access to public utilities, building entrances, crosswalks, bus stops, and transient entrances;
- Pedestrian and traffic safety; and
- Aesthetic compatibility with the surrounding area.

Location Requirements:

1. The width of the sidewalk café or retail space is restricted as follows:
 - a. The width shall not exceed the width of the sidewalk frontage of the subject property. However, the area of the permit may be extended up to a maximum of fifty (50) feet on one (1) side of the subject location, subject to the provisions of subsection b. of this section.
 - b. This sidewalk café or retail area may extend by a maximum of fifty (50) contiguous feet in the public right-of-way on one (1) side and/or the other side of the private property so long as the property directly abuts the public right-of-way. Adjacent businesses are strongly encouraged to coordinate.
2. A clearly marked, unobstructed, and durable pedestrian right-of-way, also known as the “pedestrian path”, that meets required accessibility standards, of no less than six (6) feet shall be maintained for each sidewalk café area and shall adhere to the following standards:
 - a. The minimum distance of said path shall be measured from the portion of the sidewalk café/retail space boundary which is nearest either the curb line or the nearest obstruction.
 - b. If no event may recesses in the sidewalk café/retail space boundary be used to satisfy this unobstructed width requirement for said path, except that the

corners of the sidewalk café/retail space may be rounded or mitered.

c. Sidewalk cafés/retail spaces shall maintain a clearance of six (6) feet around the corners of other sidewalk cafés measured in the radius.

3. The pedestrian path shall maintain a minimum of six (6) feet from large obstructions. No tables, or chairs, umbrellas or other fixtures shall be permitted within six (6) feet of a pedestrian crosswalk or corner curb cut. For the purposes of this section, large obstructions shall be newsstands, existing planters, meter kiosks, bike racks, etc.
4. Access to fire hydrants, fire hose connections for sprinkler systems, and entrances and exits of all buildings shall not be obstructed at any time by barriers or seating. The twenty (20) feet fire lane shall not be obstructed at any time. There shall be a minimum of forty (40) inches in distance separating the edge of a table or chair to a fire department connection.
5. The operational hours of the space shall be restricted to the adjacent business operating hours.

Construction; Signage; Maintenance and Umbrellas:

1. Appropriate lighting of the sidewalk café/retail space is required if operating outside of daylight hours.
2. Use of landscaping and planters is permissible, however, these materials should not be permanently affixed to any public rights-of-way.
3. All signage must be in compliance with existing code.
4. Use of removable barriers to define the sidewalk café is permissible.
5. No heating, cooking, or open flames are permitted in the sidewalk café. However, space heaters are permitted provided that they are an outdoor approved type, are located in accordance with the manufacturer's recommendations, and are located at least two (2) feet from the edge of any umbrella canvas, any foliage, or any other flammable objects.
6. No food preparation, food displays, food storage, or refrigeration apparatus shall be allowed on the public right-of-way.



7. Umbrellas and other decorative material shall be fire-retardant, pressure treated or manufactured of fire-resistant material. No portion of an umbrella shall be less than six (6) feet, eight (8) inches (eighty (80) inches) above the sidewalk.

City of Oregon City Right to Clear Right-of-Way

The City reserves the right to remove a sidewalk café/retail space that creates an obstruction to, or causes congestion of, pedestrian or vehicular traffic due to existing conditions on the surrounding public right-of-way if it finds the installation represents a danger to the health, safety or general welfare of the public.



Parklets



Parklets can be used by one or more businesses and don't require streets to be closed. Parklets will be located in on-street parking spaces with the following requirements:

- Metered parking spaces must be requested and approved in advance by contacting the appropriate City department. The City of Oregon City will bag spaces at no cost to the business where necessary, and the business will then be permitted to use the space for restaurant and retail use.
- Non-metered spaces may be activated with a cost-free permit through the appropriate City department.

Temporary Removable Barrier Materials

Temporary barrier materials, such as those depicted below, should be utilized to better define boundaries of extended business operations. Any equipment or furniture placed in the parking space cannot be placed closer than two (2) feet from the edge of the adjacent travel lane. Safe pedestrian pathways between barrier walls must be provided.



Café & Retail Zones



The City will allow for designated Café & Retail Zones that will allow the businesses to close selected portions of an entire street and require detours for vehicles. These zones will provide the maximum additional space, serve many businesses in a concentrated area, and will be installed 24 hours a day, 7 days a week, for the duration of this pilot program.

In the interest of public safety, full street closure locations and hours of operation will be approved by the City in advance. The City will support this by providing the maintenance of traffic plan to close the roadway for vehicles and deploy necessary detours and signs to direct traffic away from the closure.

It is the responsibility of the business to activate these spaces with temporary materials such as tables and chairs, umbrellas, and visual/physical barrier materials.

Business Responsibilities for Street Activations

It shall be the responsibility of the business to activate the spaces described as needed per site specific conditions. Maintenance (daily upkeep, litter cleanup, etc) associated with business operations will also be the responsibility of the business.

Alcoholic Beverages

Restaurants and food establishments licensed under OLCC for outdoor sales will be permitted to sell and allow on-premise consumption of alcoholic beverages within the expanded dining areas on private property, on immediately adjacent sidewalks, within parklets and within Café & Retail Zones that have been closed to traffic.

Restaurants utilizing public rights-of-way for outdoor dining shall comply with the applicable closing times.

*Restaurants not currently permitted to sell alcohol will not be affected by this program

Proposal Prepared by:



For more information, please contact:

Liz Hannum
Executive Director
Downtown Oregon City Association
503-802-1640
liz@downtownoregoncity.org

Victoria Meinig
Chief Executive Officer
Oregon City Chamber of Commerce
503-656-1619
victoria@oregoncity.org



June 22, 2020

Dear Commissioners,

I am writing on behalf of the Oregon City Chamber of Commerce in support of the proposal for the Parklet Pilot Program and the Outdoor Dining/Retail Private Parking Lots Program. Offering businesses alternative ways to increase patronage during these trying times of COVID -19 will help drive local commerce and help sustain and promote the businesses that are still struggling to withstand the pandemic effects. It's an excellent investment in our city and the health of our future economy.

Thank you for your consideration of this request.

Respectfully,

A handwritten signature in black ink, appearing to read 'Victoria Heiny'.

Oregon City Chamber of Commerce



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/15/2020
From: Public Works Director John M. Lewis

SUBJECT:

Park Place Neighborhood Transportation Presentation

BACKGROUND:

Staff will provide a presentation on two transportation items that Public Works is currently working on within the Park Place Neighborhood. Between updates provided through Advisory Committees, the Park Place Neighborhood, and public comment at City Commission meetings, staff have been moving forward several initiatives related to traffic concerns, transportation planning, and community concerns about rectangular rapid flashing beacon crosswalks along Holcomb Blvd. These planning and infrastructure grants are considered value added opportunities to help move the Park Place area forward with longstanding public improvement aspirations. A discussion on the prioritization of transportation infrastructure projects, including the requested Holcomb Boulevard pedestrian activated crosswalks, will be brought to the Commission at a work session. Topics under this presentation will focus on the staff recommendations of approval for two grant applications and more specifically include:

Transportation & Growth Management (TGM) Grant Application

Oregon City Public Works Department is seeking City Commission approval of Resolution No. 20-17 in support for a grant application for the TGM Program to complete an Urbanization Study of the existing Park Place Neighborhood. TGM Planning Grants help local jurisdictions plan for streets and land to lead to more livable, sustainable, and economically vital communities. This planning increases opportunities for transit, walking and bicycling. This study will provide guidance on how to improve roads such as Hunter Avenue, Hiram Avenue, Swan Avenue, Front Avenue, and Apperson Boulevard, concerning road widening, bike lanes, and sidewalks. This study is similar to the *Linn Avenue, Leland Road, and Meyers Road Corridor Plan, 2015*.

Safe Routes to School (SRTS) Infrastructure Grant Application

Oregon City Public Works Department is seeking City Commission approval of Resolution No. 20-23 in support for a grant application for the SRTS Infrastructure Grant Program. The goal of the SRTS Infrastructure Grant program is to provide

construction funding for infrastructure projects that remove barriers to students walking and biking to school. The proposed Holcomb Boulevard Safe Routes to School Infrastructure Project not only meets the grant criteria, but also accomplishes some of the transportation infrastructure desires of the Park Place neighborhood and Oregon City School District.

Resolution(s) 20-17 and 20-23 have been included as separate and subsequent agenda items for the City Commission's specific consideration and final determinations. This presentation is intended to be the only prepared presentation for the two resolution agenda items. The TGM grant is most time sensitive as the filing deadline is July 31st. The SRTS Infrastructure Grant filing deadline is August 31st.



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/15/2020
From: Public Works Director John Lewis

SUBJECT:

Resolution No. 20-17, Authorizing the Nomination of the Park Place Urbanization Study for the 2020 Transportation and Growth Management Grant Program

STAFF RECOMMENDATION:

Approve Resolution No. 20-17 authorizing staff to apply for the Transportation and Growth Management (TGM) program for the Park Place Urbanization Study.

EXECUTIVE SUMMARY:

Oregon City Public Works Department is seeking City Commission approval of Resolution No. 20-17 in support for a grant application for the TGM Program to complete an Urbanization Study of the existing Park Place Neighborhood. TGM Planning Grants help local jurisdictions plan for streets and land to lead to more livable, sustainable, and economically vital communities. This planning increases opportunities for transit, walking and bicycling. This study will provide guidance on how to improve roads such as Hunter Avenue, Hiram Avenue, Swan Avenue, Front Avenue, and Apperson Boulevard, concerning road widening, bike lanes, and sidewalks. This study is similar to the *Linn Avenue, Leland Road, and Meyers Road Corridor Plan, 2015*.

BACKGROUND:

The Park Place Neighborhood was annexed over 20 years ago from Clackamas County to Oregon City. In recent years, development has increased in the area creating urbanization of the neighborhood due to the increase in density. The City is seeking an urbanization study to guide the City in how to build out the existing infrastructure to include right sized travel lanes, on street parking, new sidewalks, and street lighting where and when appropriate. The citizens have sought additional amenities such as sidewalks and crosswalks from the City. The City anticipates that an urbanization study will provide proper and consistent design measures for the entire neighborhood. The design measures would be used incrementally with development as well as be a

supplement to the Transportation System Plan to guide the design of capital improvement projects within the area.

Over the last two decades, numerous subdivisions have been built mostly with new internal road networks not substantially affecting the existing roadways. In recent years, the types of developments that have been proposed or built within the Park Place Neighborhood have had substantial impacts on the local existing roads. The development review staff has done its best to establish the most sensible roadways and add sidewalks to roadways like Hunter Avenue. However, with staff turnover and no plan, the efforts have been inconsistent. As the City sees additional development from small subdivisions to partitions with land still available on roads like Hunter Avenue, Hiram Avenue, Swan Avenue, Front Avenue, Apperson Boulevard, and Holcomb Boulevard, as well as rumblings of redevelopment of Clackamas County Housing Authority properties, the City would benefit from a plan that considers how to properly build out existing roadways for driving, biking, and walking.

The City has completed plans like these in the past which have greatly benefited corridors like the *Linn Avenue, Leland Road and Meyers Road Corridor Plan, Molalla Avenue Boulevard and Bikeway Improvements Plan, the McLoughlin Boulevard Enhancement Plan, the Holcomb Boulevard Pedestrian Enhancement Plan*, and concept plan networks in South End, Park Place, and Beaver Creek Road (Thimble Creek). While other roadways like Central Point and Pease could benefit from a corridor plan or urbanization study, the majority of available land has already been developed in those corridors. The original Park Place Neighborhood is one of the last developable areas of the City that does not have a concept plan or corridor plan.

The City is requesting authorization to apply for a TGM Grant in the amount of \$100,000 where the City would match with \$50,000 from the Transportation SDC Fund. This funding has already been budgeted for Fiscal Year 2021. Letters of support have been provided by the Planning Commission, Park Place Neighborhood Association, Citizen Involvement Committee, Transportation Advisory Committee and Development Stakeholders Group.

OPTIONS:

1. Approve Resolution 20-17 in support of the Transportation Growth Management (TGM) Application for the Park Place Urbanization Study.
2. Deny Resolution 20-17.

BUDGET IMPACT:

Amount: \$50,000

FY(s): FY 2020-2021

Funding Source(s): Transportation SDC Fund

RESOLUTION NO. 20-17

A RESOLUTION AUTHORIZING THE NOMINATION OF THE PARK PLACE URBANIZATION STUDY FOR THE 2020 TRANSPORTATION AND GROWTH MANAGEMENT GRANT PROGRAM

WHEREAS, Oregon Department of Transportation and Department of Land Conservation and Development jointly are soliciting projects for the 2020 Transportation and Growth Management (TGM) Grant Program; and

WHEREAS, TGM Planning Grants help local jurisdictions plan for streets and land to lead to more livable, sustainable, and economically vital communities. This planning increases opportunities for transit, walking and bicycling; and

WHEREAS, the Park Place Urbanization Study will supplement and coordinate with the Park Place Concept Plan, Transportation System Plan, and the Holcomb Boulevard Pedestrian Enhancement Plan; and

WHEREAS, the lack of guidance has created an inconsistent build out of the existing Park Place neighborhood roadways and additional guidance will assist the City in requiring consistent improvements for the build out of existing roadways in the area; and

WHEREAS, the City desires to participate in the program and will commit to provide the indicated match should the project be awarded the requested grant funds; and

WHEREAS, we are pleased to support the City’s application for the 2020 Transportation and Growth Management (TGM) Grant for the Park Place Urbanization Study.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. Staff is authorized to submit to Oregon Department of Transportation and Department of Land Conservation and Development an application for the 2020 Transportation and Growth Management Grant Program for a Park Place Urbanization Study.

Section 2. This resolution becomes effective upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 15th day of July 2020.

DAN HOLLADAY, Mayor

Attested to this 15th day of July 2020:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/15/2020
From: Public Works Director John M. Lewis

SUBJECT:

Resolution No. 20-23, Authorizing the Nomination of the Holcomb Boulevard Safe Routes to School Infrastructure Project for the 2020 Safe Routes to School Infrastructure Grant Program

STAFF RECOMMENDATION:

Approve Resolution No. 20-23, authorizing staff to apply for the 2020 Safe Routes to School (SRTS) Infrastructure Grant Program for the Holcomb Boulevard Safe Routes to School Infrastructure Project (PS 20-012).

EXECUTIVE SUMMARY:

Oregon City Public Works Department is seeking City Commission approval of Resolution No. 20-23 in support for a grant application for the SRTS Infrastructure Grant Program. The goal of the SRTS Infrastructure Grant program is to provide construction funding for infrastructure projects that remove barriers to students walking and biking to school. The proposed Holcomb Boulevard Safe Routes to School Infrastructure Project not only meets the grant criteria, but also helps to accomplish some of the transportation improvement desires of the Park Place neighborhood and Oregon City School District.

BACKGROUND:

Holcomb Boulevard is the main road leading to and from Holcomb Elementary School, a Title I school. This project has been identified on the Transportation System Plan and the status quo along Holcomb Boulevard is a concern for the School District and the neighborhood with regards to providing a corridor to allow students to safely walk and bicycle to and from school.

As development has occurred over the past 20 years, it has become increasingly necessary to build out these improvements to meet the needs of the students, bicyclists, and other pedestrians. Without these improvements, the School District cannot support the students as it should in the Safe Routes to School Program.

Public Outreach:

Staff has worked to identify a project that not only meets the grant criteria, but also accomplishes the desires of the Park Place neighborhood and Oregon City School District needs. To do this we followed the following process:

- Initial Input: Staff sat down with the Park Place Neighborhood representatives, attended a Park Place neighborhood Association Meeting, and discussed barriers to walking and biking to Holcomb Elementary School with the school district.
- Technical Review: Once the concerns were gathered, staff set out to understand the technical aspects of the corridor. This included speeds, volumes, and reviewing the safety of the crossing locations, etc.
- Technical Project Feedback: Staff has taken the initial input, and the results of the technical review and have identified what the City believes is a strong project that will not only compete well but addresses many of the community concerns and desires. Then we went back to Park Place Neighborhood representatives, School District, School Principal, and the Transportation Advisory Committee (TAC) and received a letter of approval and support from each.

Project upgrades to Holcomb Boulevard:

- 4 Pedestrian Marked Crossings with RRFB, ADA Curb Ramps & Street Lighting located at Front Avenue, Swan Avenue, Oak Tree Terrace and Winston Drive
- Sidewalk Construction with Street Lighting
North side of Holcomb Boulevard: Holcomb School Road to Winston Drive
South side of Holcomb Boulevard: Oak Tree Terrace to 200 ft East
- Bike Lanes
South side of Holcomb Boulevard east of Oak Tree Terrace

City Match: \$334,000 (20%)
 Grant Funding: \$1,334,000 (80%)
 Total Project Costs: \$1,680,000

OPTIONS:

1. Approve Resolution 20-23 in support of the 2020 Safe Routes to School (SRTS) Infrastructure Grant Program for the Holcomb Boulevard Safe Routes to School Infrastructure Project.
2. Deny Resolution 20-17.

BUDGET IMPACT:

Amount: \$334,000
 FY(s): FY 2021-2022
 Funding Source(s): Gas Taxes and Transportation SDC Fund

RESOLUTION NO. 20-23

A RESOLUTION AUTHORIZING THE NOMINATION OF THE HOLCOMB BOULEVARD SAFE ROUTES TO SCHOOL INFRASTRUCTURE PROJECT FOR THE 2020 SAFE ROUTES TO SCHOOL INFRASTRUCTURE FUNDING GRANT PROGRAM

WHEREAS, Oregon Department of Transportation are soliciting for projects for the 2020 Safe Routes to School (SRTS) Infrastructure Funding Grant Program; and

WHEREAS, the Holcomb Boulevard Safe Route to School Infrastructure Project will remove some of the existing barriers for students who walk, and bike to Holcomb Elementary School; and

WHEREAS, Holcomb Elementary is a Title I school offering free lunches to 46% of the students; and

WHEREAS, many areas along Holcomb Boulevard lack safe pedestrian crossings, sidewalks, and bike lanes preventing students from walking and biking to school; and

WHEREAS, we are pleased to support the City’s application for the 2020 Safe Route to School Infrastructure Funding Grant program which will help resolve some gaps in safe roadway pedestrian and bicyclist infrastructure.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. Staff is authorized to submit to Oregon Department of Transportation for the 2020 Safe Routes to School (SRTS) Infrastructure Funding Grant Program for the Holcomb Boulevard Safe Route to School Infrastructure Project.

Section 2. This resolution becomes effective upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 15th day of July 2020.

DAN HOLLADAY, Mayor

Attested to this 15th Day of July 2020:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/15/2020
From: Community Development Director Laura Terway

SUBJECT:

Second Reading of Ordinance No. 20-1008, Amending Chapter 2.30 of the Oregon City Municipal Code (Citizen Involvement Committee)

STAFF RECOMMENDATION:

The Citizen Involvement Committee (CIC) recommends approval of the second reading of Ordinance No. 20-1008.

EXECUTIVE SUMMARY:

The Citizen Involvement Committee (CIC) requested changes to OCMC 2.30-Citizen Involvement Committee.

BACKGROUND:

The CIC wishes to make changes to OCMC 2.30-Citizen Involvement Committee. The main changes are both members of each Neighborhood Association will be voting members; the CIC Chair will be responsible for putting together the agenda for all meetings, and restoration of the CIC by-laws. There are a few other minor changes being requested.

The City Commission discussed the proposed changes at the June 17, 2020 hearing and identified a small number of changes which are included in the updated proposal. The Commission approved the first reading of Ordinance No. 20-1008 at the July 1, 2020 meeting. Now it is back for the second reading and final adoption.

OPTIONS:

1. Approve the second reading of Ordinance No. 20-1008.
2. Approve the first reading of Ordinance No. 20-1008 with changes.
3. Continue the second reading of Ordinance No. 20-1008 to a future meeting.
4. Do not approve the second reading of Ordinance No. 20-1008.

ORDINANCE NO. 20-1008

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING CHAPTER 2.30 OF THE OREGON CITY MUNICIPAL CODE (CITIZEN INVOLVEMENT COMMITTEE)

WHEREAS, the State of Oregon has adopted Statewide Planning Goals including 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 (Exhibit 2); and

WHEREAS, the City encourages citizen involvement in all phases of the planning process; and

WHEREAS, the City created a policy establishing a Citizen Involvement Council (CIC) in December of 1977 to provide an active and systematic process for citizen and public agency involvement in the land-use decision making for Oregon City; and

WHEREAS, since establishment, the CIC has proven to be a successful means of communication between the City and citizens; and

WHEREAS, the City Commission wishes to update the organization of the CIC; and

WHEREAS, Title 2 of the Oregon City Municipal Code codifies numerous other groups; and

WHEREAS, Chapter 2.30 Citizen Involvement Committee shall be added to the Oregon City Municipal Code (Exhibit 1).

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City hereby amends Chapter 2.30 Citizen Involvement Committee of the Oregon City Municipal Code (Exhibit 1).

Section 2. 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 3. 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 1st day of July, and the City Commission finally enacted the foregoing Ordinance this 15th day of July 2020.

DAN HOLLADAY, Mayor

Approved as to legal sufficiency:

Attested to this 15th day of July 2020:

Kattie Riggs, City Recorder

City Attorney

Chapter 2.30 - CITIZEN INVOLVEMENT COMMITTEE

2.30.010 - Created.

The citizen involvement committee (CIC) is hereby created for the city of Oregon City. The CIC shall foster public participation and education regarding land use for the citizens of Oregon City on behalf of the city commission and perform other duties as identified within this chapter and the CIC bylaws.

2.30.020 - Duties.

The duties of the CIC include, but are not limited to, the following:

- A. Encourage public participation and knowledge of land use in Oregon City.
- B. Encourage public participation in other government activities as they impact neighborhood programs.
- C. Provide information to the city commission the Planning Commission, the Historic Review Board, other committees as appropriate, and the public.
- D. Assist with requests from the city commission.

2.30.030 - Membership.

- A. The CIC shall consist two members from each city recognized neighborhood association.
- B. Each neighborhood association shall select two members for nomination for appointment by the mayor. If a member selected by a neighborhood association is not appointed to the CIC it will be informed of the reason for the non-appointment.
- C. Members shall be appointed for two years. Terms of the office shall commence on the first day of the calendar year. If an appointed CIC member resigns, a replacement may be selected by the neighborhood association and appointed by the Mayor for the remainder of the term.
- D. The members shall reside within the neighborhood association boundaries which they represent.
- E. All members shall serve without compensation.
- F. If a member is unable to attend a meeting, it is the member's responsibility to inform the CIC chairperson prior to the meeting being missed.
- G. Upon failure of any member to attend three consecutive meetings, misconduct or nonperformance of duty, the CIC may recommend termination of that appointment to the city commission. A CIC member may be removed by the city commission, after hearing for the above reasons. The neighborhood association shall select a new member for appointment by the Mayor.

2.30.040 - Officers and staffing.

- A. Officers shall include chairperson, vice-chairperson and secretary.
 1. The officers shall be elected for two years starting in January of each even year. In the event that an officer is unable to complete the specified term, a special election shall be held for the completion of the term. Members may not serve more than two consecutive terms as a chair, vice-chair or combination thereof. An officer appointment expires if a member is no longer appointed to the CIC.
 2. Chairperson. The chairperson shall preside at all CIC meetings and serve as an ex-officio member on all committees. The chairperson shall be the official spokesperson for the CIC, representing the majority position of the CIC, unless otherwise delegated in writing with the majority consent of the CIC. The chairperson shall create the agenda for all general and special meetings of the CIC.

3. Vice-Chairperson. The vice-chairperson, in absence of the chairperson, shall have general supervisory and directional powers over the CIC. The vice-chairperson shall conduct all business delegated to the chairperson, in his or her absence.
 4. Secretary. The secretary calls the roll for attendance at all meetings, calls the roll for all votes, and submits the information to the city liaison.
- B. Staffing of the CIC may include a city commissioner liaison and a city liaison.
1. City Commissioner Liaison. One liaison from the city commission may be appointed to act as a resource to CIC and attend CIC meetings. The city commissioner liaison will be a non-voting member of the CIC.
 2. City Liaison or his/her designee. The planning division and the city manager's office or their designee shall be responsible for keeping an accurate and legally sufficient record of all proceedings and shall record the minutes and submit them to the CIC for approval. In addition, the city liaison shall post agendas, maintain attendance records, maintain a database of CIC members and track the CIC budget. The city liaison(s) will be a non-voting member of the CIC. Consistent with the City Charter, the city manager shall retain his/her discretion to suspend staffing when reasonable circumstances warrant. The city manager shall inform the City Commission and CIC of the suspension of the City liaison should it occur and the reason therefor.

2.30.050 - Organizational procedures.

- A. The CIC shall hold an official meeting every month. The CIC shall meet at such times and places as may be fixed by the committee. Special meetings may be called in accordance with the public open meetings law as provided by the CIC bylaws.
- B. A majority of the members constitutes a quorum for meetings. Provided a quorum is present, voting matters shall be approved by a simple majority of the members present. All members who are present are allotted one vote each on all motions.
- C. The CIC shall establish goals every two years that are consistent with the adopted goals and objectives of the city commission.
- D. The CIC chairperson or designee shall report to the city commission once a year to provide CIC accomplishments.
- E. All meetings shall comply with ORS 192.640 and all CIC business shall comply with all applicable federal, state, and local laws and regulations.

2.30.060 - Reserved.

2.30.070 - Conflict of interest.

A member of the CIC shall not participate in any committee proceeding or action in which any of the following has or will receive a direct or substantial financial interest: the member or his/her spouse, brother, sister, child, parent, father-in-law, mother-in-law, any business in which he/she is then serving or has served within the previous two years, or any business with which he/she is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential interest shall be disclosed at the meeting where the action is being taken. The committee shall operate in the general public interest serving the community as a whole.

2.30.080 - Expenditures.

The CIC shall have no authority to make any expenditures on behalf of the city or to obligate the city for payment of sums of money.

Chapter 2.30 - CITIZEN INVOLVEMENT COMMITTEE

2.30.010 - Created.

The citizen involvement committee (CIC) is hereby created for the city of Oregon City. The CIC shall foster public participation and education regarding land use for the citizens of Oregon City on behalf of the city commission and perform other duties as identified within this chapter and the CIC bylaws.

2.30.020 - Duties.

The duties of the CIC include, but are not limited to, the following:

- A. Encourage public participation and knowledge of land use in Oregon City.
- B. Encourage public participation in other government activities as they impact neighborhood programs.
- C. Provide information to the city commission the Planning Commission, the Historic Review Board, other committees as appropriate, and the public.
- ~~D. Address grievances of the CIC and of neighborhood associations.~~
- DE. Assist with requests from the city commission.

2.30.030 - Membership.

- A. The CIC shall consist ~~of one primary member and one alternate~~ two members from each city recognized neighborhood association.
- B. Each neighborhood association shall select provide a primary and alternate two members for nomination for appointment by the mayor. ~~Each primary and alternate member appointed shall have first been nominated by the neighborhood association of which they represent. If a member selected by a neighborhood association is not appointed to the CIC it will be informed of the reason for the non-appointment.~~
- C. Members shall be appointed for two years. Terms of the office shall commence on the first day of the calendar year. If an appointed CIC member resigns, a replacement may be selected by the neighborhood association and appointed by the Mayor for the remainder of the term.
- D. The members shall reside, ~~work in, own property, or own a business~~ within the neighborhood association boundaries which they represent ~~or the land outside of the city limits but inside the urban growth boundary designated to be within the neighborhood association which they represent.~~
- E. All members shall serve without compensation.
- F. If a member is unable to attend a meeting, it is the member's responsibility to inform the ~~city liaison~~ CIC chairperson prior to the meeting being missed.
- G. Upon failure of any member to attend three consecutive meetings, misconduct or nonperformance of duty, the CIC may recommend termination of that appointment to the city commission. A CIC member may be removed by the city commission, after hearing, ~~for misconduct or nonperformance of duty for the above reasons.~~ The ~~alternate member may become the primary member for the remainder of the term and the~~ neighborhood association shall nominate select a new member for appointment by the Mayor.

2.30.040 - Officers and staffing.

- A. Officers shall include chairperson, vice-chairperson and secretary.
 1. The officers shall be ~~appointed~~ delected for two years starting in January of each even year. In the event that an officer is unable to complete the specified term, a special election shall be held for the completion of the term. Members may not serve more than two consecutive

terms as a chair, vice-chair or combination thereof. An officer appointment expires if a member is no longer appointed to the CIC.

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 3. Vice-Chairperson. The vice-chairperson, in absence of the chairperson, shall have general supervisory and directional powers over the CIC. The vice-chairperson shall conduct all business delegated to the chairperson, in his or her absence.
 4. Secretary. The secretary ~~prepares the minutes and attendance records (as needed) of all meetings and calls the roll for attendance at all meetings, calls the roll for all votes, and~~ submits the information to the city liaison.
- B. Staffing of the CIC may include a city commissioner liaison and will include a city liaison.
1. City Commissioner Liaison. One liaison from the city commission may be appointed to act as a resource to CIC and attend CIC meetings. The city commissioner liaison will be a non-voting member of the CIC.
 2. City Liaison or his/her designee. The planning division and the city manager's office or their designee shall be responsible for keeping an accurate and legally sufficient record of all proceedings and shall record the minutes and submit them to the CIC for approval. In addition, the city liaison shall ~~create and~~ post agendas, maintain attendance records, maintain a database of CIC members and track the CIC budget. The city liaison(s) will be a non-voting member of the CIC. Consistent with the City Charter, the city manager shall retain his/her discretion to suspend staffing when reasonable circumstances warrant. The city manager shall inform the City Commission and CIC of the suspension of the City liaison should it occur and the reason therefor.

2.30.050 - Organizational procedures.

- A. The CIC shall hold an official meeting every month. The CIC shall meet at such times and places as may be fixed by the committee. Special meetings may be called in accordance with the public open meetings law ~~by the city manager or the city manager's designee~~ as provided by the CIC bylaws.
- B. A majority of the members constitutes a quorum for meetings. Provided a quorum is present, voting matters shall be approved by a simple majority of the ~~voting~~ members present. All ~~primary~~ members who are present ~~and all alternate members who are acting as primary members in the absence of the primary members~~ are allotted one vote each on all motions.
- C. The CIC shall establish goals every two years that are consistent with the adopted goals and objectives of the city commission.
- D. The CIC chairperson or designee shall report to the city commission once a year to provide CIC accomplishments.
- E. All meetings shall comply with ORS 192.640 and all CIC business shall comply with all applicable federal, state, and local laws and regulations.

2.30.060 - Reserved.

2.30.070 - Conflict of interest.

A member of the CIC shall not participate in any committee proceeding or action in which any of the following has or will receive a direct or substantial financial interest: the member or his/her

spouse, brother, sister, child, parent, father-in-law, mother-in-law, any business in which he/she is then serving or has served within the previous two years, or any business with which he/she is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential interest shall be disclosed at the meeting where the action is being taken. The committee shall operate in the general public interest serving the community as a whole.

2.30.080 - Expenditures.

The CIC shall have no authority to make any expenditures on behalf of the city or to obligate the city for payment of sums of money.



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/15/2020
From: Interim Parks and Recreation Director Don Robertson

SUBJECT:

Public Improvement Contract with Paul Brothers, Inc. for the Construction of D.C. Latourette Park

STAFF RECOMMENDATION:

Authorize the City Manager to execute the Contract Agreement with Paul Brothers, Inc. in the amount of \$595,390.00 for the construction of D.C. Latourette Park.

EXECUTIVE SUMMARY:

The long-time goal of constructing D.C. Latourette Park is up for consideration. Staff has worked with a consultant to develop plans through a public process and community organizations. The Community organizations has worked to raise money through contributions and grants to fund a significant portion of the park construction. The apparent low bid for this project is Paul Brothers, Inc. for the amount of \$564,490.00. There were two add alternates: Stairs in the Southeast corner for \$21,100 and additional planting for \$9800.00. The total project bid cost will be \$595,390.

BACKGROUND:

The site of D.C. Latourette Park once served as the City's public outdoor swimming pool. With the construction of the "new pool" the site was mostly demolished and repurposed into a neighborhood Park. The park has languished in its current state for many years. It was unofficially adopted by a local girl scout troop who have worked diligently both fundraising and securing grant money for the park's new construction. This park project has enjoyed great local support from its community.

The full construction project is contained within the Park and Recreation Department's list of "Deferred Projects". This project will remove it from that list. Original estimates of the project were for two phases totaling \$535,000 dollars with an additional 80% markup for planning and construction overhead resulting in a projected cost of \$963,000 dollars that will be removed from the Deferred Projects list. Grant funds were secured from both Nike and a Metro Enhancement Grant.

Paul Brothers, Inc.'s base bid for the project was \$564,490.00 plus \$30,900 in alternates totaling \$590,390.

OPTIONS:

1. Authorize the execution of the contract with Paul Brothers, Inc. for construction of D.C. Latourette Park.
2. Decline to authorize the execution of the contract with Paul Brothers, Inc.
3. Move this contract to a future agenda for further discussion.

BUDGET IMPACT:

Amount: \$564,490.00

Alternates Amount: \$30,900

Total Project Cost: \$595,390

FY(s): 2019-2021

Funding Source(s): Contributions, Grants, General Fund, and SDC's

SECTION IIIA

CONTRACT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2020, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **PAUL BROTHERS, 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: **D.C. LATOURETTE PARK 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 Bid Licenses (OCMC 05.04) 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 General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon, dated January 1, 2020 Prevailing Wage Apprenticeship Rates dated January 1, 2020 Prevailing Wage Rates Amendment dated February 1, 2020 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2018 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents Addenda dated 6/29/2020, 7/1/2020, 7/1/2020, 7/2/2020 (Addendum 3 revised), and 7/6/2020 All items included within these Contract Documents.
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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 within **120** days from the Beginning of Contract Time as identified in 00180.50(b) of the Special Provisions, more specifically established as **November 30, 2020**.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **Five hundred ninety-five thousand three hundred ninety and 00/100 dollars (\$595,390.00)**.

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

PAUL BROTHERS, INC.

by: _____
Anthony J. Konkol III
City Manager

Printed Name

by: _____
Authorized signature

by: _____
Don Robertson
Interim Parks and Recreation Director

Title

93-0568993
Federal Taxpayer ID Number

Approved as to Legal Sufficiency:

Address:

by: _____
City Attorney

8601 SE Revenue Rd
Boring, OR 97009

City Commission Award Date

SECTION II A
BID PROPOSAL AND BID SCHEDULE

To: City of Oregon City
 625 Center Street
 Oregon City, Oregon 97045

From:

Paul Brothers Inc

Bidder (Company Name)

8601 SE Revenue Rd

Address

Bonny OR 97009

City, State & Zip

503-663 1220

Telephone

The undersigned bidder declares that s/he has carefully examined the Instructions to Bidders, Contract Bid Submittal requirements, Contract Agreement, Performance and Payment Bond requirements, General Requirements, Scope of Work, and Other Technical Specifications for the construction of **D.C.**

Latourette Park Improvement Project; that s/he has made an examination of the site of the proposed work and has made such investigations as are necessary to determine the conditions to be encountered, and that if this proposal is accepted, s/he will contract with the City of Oregon City, Oregon, in the form similar to that attached; will provide the necessary machinery, tools, apparatus, and other means of construction and will furnish all material and labor as specified in the Contract Agreement and all other contract documents, or necessary to complete the work in the manner herein specified, and according to the requirements of the Engineer.

By signing and returning a bid, bidder acknowledges that it has read and understands the terms and conditions contained in the Invitation to Bid and that it accepts and agrees to be bound by the terms and conditions of the Invitation to Bid.

The undersigned agrees that upon written acceptance of this bid s/he will, within ten working days of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

1. Performance Bond, the amount equal to 12% of the awarded contract
2. Corporate Surety Payment Bonding the amount equal to 100% of the awarded contract for the Park Area Improvements and 120% for the Public Works Improvements.
3. Certificates of Insurance for Liability and property damage coverage;
4. Certificates of Coverage for Workman Compensation and unemployment insurance;
5. All other bonds, permits, licenses, etc. as required in the contract documents.

The undersigned hereby represents as follows:

1. That no Commissioner, officer, agency or employee of the City of Oregon City is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;
2. That this bid is made without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud; and
3. That the provisions required by ORS 279C.840 relating to prevailing wage rates shall be included in this contract.

The undersigned agrees that, if awarded the contract, s/he will commence work within ten (10) calendar days after the date of receipt of written Notice to Proceed and that the project shall be complete within 150 days from the Beginning of Contract Time as identified in 00180.50(c).

Bidder will complete the work in accordance with the Contract Documents and agrees to accept as full payment for the work proposed under this project, as herein specified and under the provisions included in the Bid, to be expressed in numeric figures only indicated below.

For Add Alternate description, see Specification Section 01 23 00 Add Alternates.

Lump Sum Base Bid (all work)

\$ 564,490.00
(numeric figures only)

BID SCHEDULE
D.C. Latourette Park Improvement Project

BASE BID SCHEDULE					
	Item	Quan.	Unit	Unit Cost	Total
1	Mobilization	1	LS	23,820.	23,820.
2	Site Clearing	1	LS	17,690.	17,690.
3	Erosion Control	1	LS	3295.	3295.
4	Earthwork	1	LS	44,300.	44,300.
5	Asphalt Paving and Striping	1	LS	71,820.	71,820.
6	Concrete Paving, Curbs, Walls, Stairs	1	LS	132,170.	132,170.
7	Stone Masonry	1	LS	61,730.	61,730.
8	Crushed Rock Paving	1	LS	9250.	9250.
9	Metal Fabrication	1	LS	2400.	2400.
10	Site Furnishings	1	LS	13,700.	13,700.
11	Fencing	1	LS	10,340.	10,340.
12	Utilities	1	LS	40,960.	40,960.
13	Playground Equipment	1	LS	85,495.	85,495.
14	Playground Surfacing	1	LS	10,990.	10,990.
15	Soil Preparation	1	LS	6000.	6000.
16	Turf and Grasses	1	LS	350.00	350.00
17	Trees, Shrubs and Groundcover	1	LS	18,680.	18,680.
18	Surveying and Staking	1	LS	11,500.	11,500.
19	Bid Alt #1: SE Stairs	1	LS	21,100.	21,100.
20	Bid Alt #2: SE Planting	1	LS	9800.00	9800.
TOTAL BASE BID (numerical value only)				564,490.00	

Name of Authorized Agent: Raymond

Signature of Authorized Agent: [Signature]

Title of Authorized Agent: President

Bidder's Taxpayer I.D. Number: 93-0568993

CCB Number: 64461 Expiration Date: 1/12/2022

SECTION II B
ADDENDA ACKNOWLEDGEMENT

I/We have received the following Addenda:

None _____

- 1. 6/29/2020
- 2. 7/1/2020
- 3. 7/2/2020
- 4. 7/6/2020
- 5. _____

Date 7/7/2020

Signature of Bidder *Reggie*

Title Resident

Business Name Paul Brothers Inc

SECTION II C
COMPLIANCE WITH ORS 279C.840

COMPLIANCE WITH ORS 279C.840 (PREVAILING WAGES)

PREVAILING WAGES

The Contractor agrees to be bound by and will comply with the provisions of ORS 279C.840 (workers on public works projects to be paid not less than the prevailing rate of wage posting of rates) or 40 U.S.C. 276a.

Date 7/7/2020

Signature of Bidder *Reggie*

Title Resident

Business Name Paul Brothers Inc

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SECTION II D

RESIDENT BIDDER STATUS (ORS 279A.120)

RESIDENT BIDDER STATUS

The undersigned represents him/herself to be a Resident or Nonresident bidder by checking the appropriate spots below. "Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the bid, has a business address in Oregon and has stated in the bid whether the bidder is a "Resident Bidder".

Resident Bidder

Nonresident Bidder

Date 7/7/2020

Signature of Bidder *Reggie*

Title Resident

Business Name Paul Brothers Inc

SECTION II E

CERTIFICATION OF DRUG TESTING PROGRAM

DRUG TESTING PROGRAM

The undersigned confirms that this firm has an employee drug-testing program in place and will demonstrate this prior to award of contract.

Date 7/7/2020

Signature of Bidder *Reggie*

Title Resident

Business Name Paul Brothers Inc

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SECTION II F
NON-COLLUSION STATEMENT

I hereby certify that the bid submitted by Paul Brothers Inc is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and I further state that we have not directly or indirectly induced or solicited any bidder or supplier on the above work to put in a sham bid, or any other person or corporation to refrain from bidding; and that we have not in any manner sought by collusion to secure to ourselves an advantage over any other bidder or bidders.

Signature of Authorized Agent [Signature]
Printed Name Reggy Paul
Title President
Company Paul Brothers Inc
Date 7/7/2020

SECTION II G
ASBESTOS CERTIFICATION – NOT USED

ASBESTOS REMOVAL

The undersigned indicates herein that s/he is or is not licensed under ORS 468A.710 for asbestos removal.

Is licensed Is not licensed

Signature of Authorized Agent [Signature]
Printed Name Reggy Paul
Title President
Company Paul Brothers Inc
Date 7/7/2020

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SECTION II H
REGISTRATIONS

The City will not accept a bid unless the Contractor is registered with the CCB [OAR 137-049-0200(1)(a)(K)], and the contractor or the subcontractor doing the landscaping is licensed by the State Landscape Contractors Board under ORS 701.035 - 055.

The undersigned confirms that this firm is registered with the CCB and that this firm or the subcontractor doing the landscaping is licensed by the State Landscape Contractors Board.

Date 7/7/2020
Signature of Bidder [Signature]
Title Resident
Contractor Name Paul Brothers Inc
Contractor CCB # 64461
Landscaping Subcontractor Paul Brothers Inc - self perform
Subcontractor LCB # 5337

SECTION III
BUSINESS LICENSES (OCMC 05.04)

In accordance with Oregon City Municipal Code 05.04 (www.orcity.org/economicdevelopment/business-licenses), no person shall carry on any business within the city without first obtaining an applicable City **OR** Metro business license.

Contractor Name Paul Brothers Inc
Oregon City Business License No. _____
Metro Business License No.* 5516

I CERTIFY THAT THE CONTRACTOR LISTED ABOVE (CHECK ONE):

- Is in possession of a current City of Oregon City business license.
- Will apply for and obtain an Oregon City Business License if awarded the contract and required by the City to do so.

Signature of Bidder [Signature]
Title Resident

*NOTE: A Metro business license is sufficient to perform work for the City if the Contractor has or will be earning \$250,000 or less in gross receipts from the City of Oregon City for the fiscal year (July 1 to June 30). Contractors earning more than \$250,000 must have a City of Oregon City Business License.

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SECTION II J
CERTIFICATION OF NON-DISCRIMINATION
[ORS 279A.110(A) & OAR 137-049-0440(3)]

The undersigned certifies that it has not discriminated against minority, women or emerging small business enterprises in the obtaining of subcontracts for this project and shall not discriminate against minority, women or emerging small business enterprises in awarding of subcontracts for this project.

Date 7/7/2020
Signature of Bidder [Signature]
Title President
Contractor Name Paul Brothers Inc

SECTION II K
CERTIFICATION OF COMPLIANCE WITH TAX LAW

The undersigned certifies, under penalty of perjury, to the best of the undersigned's knowledge, it is not in violation of any tax laws, including state tax laws imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

Date 7/7/2020
Signature of Bidder [Signature]
Title President
Contractor Name Paul Brothers Inc

SECTION II N
CUSTOMER SERVICE ACKNOWLEDGMENT FORM

Project Name: D.C. Latourette Park Improvement

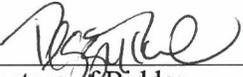
Project Bid Closing: Date: **July 7, 2020** / Time:

2:00PM

Note: This form is part of the inquiry concerning bidder responsibility and must be submitted with the other proposal forms as specified in Section 00120.40(g).

Bidder, by his/her signature below, hereby signifies that s/he has read and understands the construction specifications.

Bidder further acknowledges that s/he understands their terms, fully acknowledges their importance to successful completion of the project, and agrees to be bound thereby if awarded this contract. Bidder further assures the City that, if awarded this contract, s/he will promptly, efficiently and courteously carry out his/her responsibilities under the aforementioned specifications.



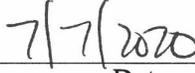
Signature of Bidder



Title



Name of Firm



Date

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SECTION II O
QUALIFICATION OF BIDDER

Project: D.C. Latourette Park Improvement Project

If the above contract is awarded to our company, the following persons will be authorized to sign change orders, progress payments and similar documents for the company: (names and positions)

Reggie Paul - President; Scott Paul - Vice President; David Rykken - Controller

The Contractor's superintendent at the job site will be (give full name):

Bill Kitchens

Contractor Name: *Paul Brothers Inc*

Business Address: *9601 SE Revenue Rd; Boring OR 97009*

Phone Number: *503-663-1220* Fax Number: *503-663-7208*

QUALIFYING EXPERIENCE
(3 Comparable Projects in the Past 10 Years)

Project Name **Cost** **Location** **Owner/Owner Contact/Phone/Fax**

- 1. _____
 - 2. _____
 - 3. _____
- see attached*

(Additional) _____

(Additional) _____

Signature of Bidder: *Reggie Paul*

SECTION III
STATE OF OREGON FIRST TIER SUBCONTRACTOR DISCLOSURE REQUIREMENTS

STATE OF OREGON FIRST TIER SUBCONTRACTOR DISCLOSURE FORM TO BE SUBMITTED BY ALL BIDDERS NOT LATER THAN 4:00 P.M. THE DAY THE BID IS DUE

ORS 279C.370 requires that “bidder shall submit to the public contracting agency a disclosure of the first-tier subcontractors that: (A) will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.”

The disclosure of first-tier subcontractors applies to public improvements with a contract value of more than \$100,000.

The Bidder must disclose the following information about their first-tier subcontracts either in its Bid submission or within two (2) working hours after the date and time of the deadline when bids are due:

1. The subcontractor’s name
2. Dollar value
3. The category of work that the subcontractor would be performing.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate “NONE” on the accompanying form.

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Note to Contractors who are not the low bidder:

If apparent low bidder is disqualified or otherwise not awarded the contract and the next low bidder failed to submit the disclosure form within two (2) hours after the date and time of the deadline when bids were due, that bidder will be ineligible to receive award of the contract.

**STATE OF OREGON
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

This form must be submitted at the location specified in the Invitation to Bid within two (2) working hours after the date and time of the deadline when the bids are due.

List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed by ORS 279C.370, the dollar value of the subcontract and the category of work that the subcontractor will be performing.

Enter "NONE" if there are no subcontractors that need to be disclosed.
(ATTACH ADDITIONAL SHEETS IF NEEDED)

Project Name: D.C. Latourette Park Improvement Project

Bid Closing Date: July 7, 2020 **Time:** 2 p.m.

SUBCONTRACTOR NAME (Please Print)	DOLLAR VALUE	CATEGORY/DIVISION OF WORK (Painting, electrical, landscaping, etc.)
Name D&D Concrete Utilities	\$ 101,500.00	Concrete
Name Exquisite Kodak Pacific	\$ 22,500.00	asphalt
Name	\$	

**Failure to submit this form within two hours after the bid opening will result in a non-responsive bid.
A non-responsive bid will not be considered for award.**

Form submitted by (Bidder Name): Paul Brothers Inc

Contact Name: [Signature] Phone No.: 503-663-1220

SECTION II M
BID BOND

Know all persons by these presents, that Paul Brothers, Inc. hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America a corporation or partnership duly organized under the laws of the State of Connecticut, having its principal place of business at One Tower Square, Hartford, CT 06183, and authorized to do business in the State of Oregon as SURETY, are held and firmly bound unto the City of Oregon City, hereinafter called the OBLIGEE in the penal sum of Ten Percent (10%) of the Total Amount Bid Dollars (\$ ---- 10% ----) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that, whereas, the PRINCIPAL herein is herewith submitting his/her or its Bid Proposal for **D.C. Latourette Park Improvement Project** said Bid Proposal, by reference thereto, being hereby made a part hereof.

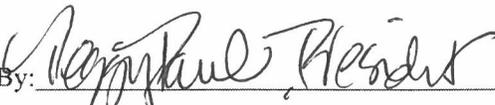
Now, therefore, if the said Bid Proposal, submitted by the said PRINCIPAL, is accepted, the Contract awarded to the PRINCIPAL, and if the said PRINCIPAL shall execute the proposed contract and shall furnish such Performance and Payment Bond as required by the Bidding and Contract documents within the time fixed by the Documents, then this obligation shall be void.

If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bond, the SURETY hereby agrees to pay the OBLIGEE the penal sum as liquidated damages.

Signed and sealed this 7th Day of July, 2020 .

Paul Brothers, Inc.


Principal

By: 
Travelers Casualty and Surety Company of America

Counter Signed:

N/A
Resident Agent


Attorney -in-Fact, Nicholas A Fredrickson

Phone 425-709-3600

A certified copy of the Agent's Power of Attorney must be attached hereto.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Nicholas A Fredrickson** of **BELLEVUE**, **Washington**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

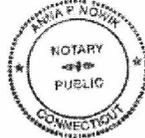
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7 day of July, 2020



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

Highlight of recent projects 2006-2020
Paul Brothers, Inc. 8601 SE Revenue Rd; Boring, OR 97009 503-663-1220; 503-663-7208
WBE/ESB #10685
www.paulbrothersinc.com

*Travelers Surety of America has bonded Paul Bros., Inc. for over 15 years on all public works projects
 No Liquidated Damages have been levied against Paul Brothers on any projects over several decades of doing business
 +Indicates COBID or OMWESB certified firms used as subcontractors/suppliers on the project from most recent years*

OWNER/MUNICIPALITY	PROJECT	SCOPE	SIZE	COMPLETED
Tualatin Hills Parks and Recreation 15707 SW Walker Rd Beaverton, OR 97006 Matt Kilmartin mkilmartin@thprd.org 503-614-4010	Somerset West Park	Demo, grading, utilities, concrete, paving, play equipment, surfacing, log structures, fencing, landscaping, irrigation	\$958,000.00	December 2020
GC: Banlin Construction Clackamas County Childrens Comm 16518 SE River Road Milwaukie, OR	Head Start – new Playground	Grading, utilities, log structures, slide, drinking fountain, plantings and irrigation	\$290,000.00	August 2020
City of Lake Oswego 13600 SW Atwater Rd Lake Oswego, OR 97034 Bruce Powers; bpowers@ci.oswego.or.us 503-669-6575	Woodmont Natural Park	New park/trails including tree demo, grading, utilities, right-of-way work, asphalt, trails, decomposed granite, site furnishings, signs, fencing, art elements, irrigation and plantings	\$1.2 million	November 2020
METRO 600 N Grand Ave Portland, OR Kristin Solomon; kristin.solomon@oregonmetro.gov	Newell Creek Canyon Day Use	Demo, grading, erosion, porous asphalt, porous concrete, site furnishings, restroom, masonry, electrical, landscape, irrigation	\$967,000.00	October 2020
Portland Public Schools 501 N Dixon St Portland, OR Steven Smith; ssmith7@pps.net ; 503-916-3460	Sitton Elementary Playground	Demo, site work, playground installation, site remediation	\$39,000.00	June 2020
Mt Hood Village RV Park Sub to Goodfellow Bros Adam Weiner; 503-473-0719	Mt Hood Village RV Landscaping	Landscape, irrigation, fine grading	\$499,000.00	June 2020
City of Gresham Eastman Parkway – Gresham City Hall Mike Green; Michael.green@greshamoregon.gov ; 503-618-2492	Mayor Charles Becker Park	Site work, grading, utilities, concrete, electrical, masonry, fencing, furnishings, structures, sport court, landscaping, irrigation	\$1,152,000.00	February 2020
City of Portland – Parks and Recreation 1120 SW 5th Ave, Suite 1302 Portland, OR 97204 Gary Datka; gary.datka@portlandoregon.gov ; 971-288-9230	Lynchview Park <i>(newly named: Verdell Burdine Rutherford Prk)</i>	Demo, site work, grading, utilities, street work/ROW, stormwater/swale, concrete, paving, electrical, masonry, site furnishings, surfacing, structure, playground, metal fabrication, landscaping, irrigation	\$2,335,400.00	February 2020

Gresham Barlow SD 1331 NW Eastman Parkway Gresham, OR 97030 Mike Levesque, Lease Crutcher Lewis Trevor DeLuca, Bremik Construction Jeff Scott, Bremik Construction	Sam Barlow High School (sub to Lease Crutcher) N Gresham Elem School (sub to Bremik) Hall Elementary (sub to Bremik)	Site work, fine grading, landscaping, irrigation, stormwater swales	\$498,000.00 \$394,000.00 \$175,000.00	Fall 2019 Fall 2019 Winter 2020
World Forestry Center 4033 SW Canyon Rd Portland, OR 97221 Chuck Wiley; cwiley@worldforestry.org	Miller Grandchildren Garden Project	Site demo, earthwork, grading, utilities, pavers, concrete, fencing, structures, electrical, landscaping, irrigation	\$410,000.00	April 2019
Steelhammer Investment Properties 61855 Dunbar Ct Bend, OR 97702 Geoff Steelhammer; gsteelhammer@me.com	Steelhammer Site Development Project	Demo, earthwork, grading, street work/ROW, concrete, utilities, stormwater swales, paving, masonry, metal fab, striping, landscaping and irrigation	\$660,000.00	April 2019
City of Wilsonville 29799 SW Town Center Loop East Wilsonville, OR 97070 Kerry Rappold; 503-570-1570 rappold@ci.wilsonville.or.us	Community Garden Parking Lot Renovation	Demo, earthwork, grading, utilities, stormwater, electrical, concrete, bridge, paving, striping, stormwater swale, landscaping, irrigation	\$765,000.00	April 2019
West Linn School District/Ross Recreation 5464 West "A" Street West Linn, OR 97068 Ben Stanford, Ross Rec; 503.432.8950	Cedar oak Playground	Playground demo, earthwork, installation, asphalt path, site restoration	\$40,000	September 2018
TriMet 1800 SW First Avenue Portland, OR 97201 Tim Potts 503-962-2135; pottst@trimet.org	Boise Parking Lot and Landscaping	Demo, earthwork, grading, utilities, electrical, concrete, fencing, gates, masonry, paving, striping, signage, landscaping, irrigation	\$670,000.00	November 2018
Tualatin Valley Parks and Recreation 15707 SW Walker Road Beaverton, OR 97006 Jerry Burgess; jburgess@thprd.org ;	Hazeldale Park Parking Lot and Playground Renovation	Demo, earthwork, grading, utilities, asphalt, concrete, site furnishings, playground, irrigation	\$420,000.00	October 2018
Hillsboro Parks and Recreation 123 W. Main Street, Suite 250 Hillsboro, OR 97123 Maria Rosa Davila Bores; 503-681-5319 Maria.davilabores@hillsboro-oregon.gov	Walnut Park Renovation	Earthwork, utilities, concrete, restroom building, shelters, irrigation, landscaping	\$290,000.00	August 2018
Bremik Construction 1026 SE Stark St Portland, OR 97214 Ben Carlson; Susan Castner 503-688-1000	Troutdale Elementary and North Gresham Elementary Landscape	Subcontractor – site work, fine grading, site furnishings, landscaping, irrigation	\$210,000.00 \$425,000.00	September 2018 September 2019
City of West Linn 22500 Salamo Rd West Linn, OR Ken Worcester; 503-742-6049	White Oak – Savanna Nature Playscape	CM/GC – design and build trails and play structures. Grading, haul, masonry, paving, structures, surfacing	\$50,000.00 Preconstruction	June 2018

City of Portland – Parks and Recreation 1120 SW 5 th Ave, Suite 1302 Portland, OR 97204 Travis Ruybal; travis.ruybal@portlandoregon.gov	Spring Garden Park and Local Improvement District (24% total <i>DMWESB</i>)	Grading, utilities, concrete, masonry, water feature, playground, surfacing, furnishings, structures, landscaping, irrigation	\$3.1 million	June 2018
West Linn/Wilsonville SD <i>Subcontract K&E Excavating</i> Jay Johnson, PE 503-399-4833; jay@keex.net	Meridian MS ROW Improvements	Landscaping, irrigation	\$135,000.00	August 2017
City of Portland – Parks and Recreation 1120 SW 5 th Ave, Suite 1302 Portland, OR 97204 Lisa Tyler, RLA 503-823-5116; lisa.tyler@portlandoregon.gov	Willamette Park Improvements+ (20% total <i>DMWESB</i>)	Demo, grading, utilities, traffic control, concrete, paving, buildings, electrical, striping, site furnishings, masonry, metal fab, landscaping, irrigation	\$960,000.00	September 2017
ODOT – Region 1 Beaverton Managers Office 6000 SW Raab Rd Portland, OR 97221 Justin Brandon 971-673-5220; justin.brandon@odot.state.or.us	Hwy 26-Glencoe Rd Landscape	Landscape grading, planting, temporary irrigation, maintenance	\$90,000.00	April 2017
City of Sherwood 15527 SW Willamette St Sherwood, OR 97140 Darren Caniparoli, Supervisor 503-925-2334; caniparoliD@sherwoodoregon.gov	Woodhaven Park Phase 2 +	Grading, excavation, underground utilities, concrete, paving, electrical, restroom, bridge, site furnishings, landscaping, irrigation	\$774,000.00	Dec 2016
Port of Ridgefield – Anderson Environmental <i>Subcontract to AEC</i> Justin Krueger, Superintendent, AEC 360-846-8551; justink@aecilc.net	Off-Property Landscape Restoration	Soil placement, landscaping, irrigation, planting	\$600,000.00/ \$350,000 part II	Dec 2016/ July 2017
Oregon Parks and Recreation 725 Summer St, NE, Suite C Salem, OR 97301-1271 Scott Stewart: 541-388-6390	Tryon Creek Nature Parking Lot Renovation+	Demolition, haul off, grading, concrete, asphalt, permeable pavers, landscaping	\$250,000.00	August 2016
City of Camas 616 NE 4 th Ave Camas, WA 98607 Anita Ashton, Eng III; 360-817-7231 aashton@cityofcamas.us	Coopers View Park+	Grading, excavation, utilities, concrete, paving, site furnishings, seeding, irrigation, landscaping	\$417,000.00	September 2016
City of LaPine 16345 6 th St LaPine, OR 97739 Eric Huffman, PE; BECON; 541-633-3140; ehuffman@beconeng.com	Hwy 97 and 1 st St Landscaping/Irrigation	Utilities, electrical, irrigation, landscaping	\$119,000.00	May 2016
City of Renton 1055 S Grady Way, 6 th Floor Renton, WA 98057 Todd Black, PLA; 425-4330-6571; tblack@rentonwa.gov	Meadow Crest Park	Grading, furnishings, concrete, play equipment, irrigation, landscaping	\$199,500.00	July 2016

<p>Ever Fresh Fruit Company <i>Subcontract to Todd Construction</i> Anna Todd, Project Manager 503-620-7652; atodd@toddconstruction.com</p>	<p>Ever Fresh Fruit-Landscaping</p>	<p>Landscaping and irrigation</p>	<p>\$50,000.00</p>	<p>Summer 2016</p>
<p>City of Sammamish – Parks and Recreation 801 228th Ave, SE Sammamish, WA 98075 Kellye Hilde, Parks Manager 425-295-0582; khilde@Sammamish.us</p>	<p>Big Rock Park +</p>	<p>Clearing, grading, aggregate, concrete, stone masonry, paving, site furnishings, irrigation, seeding, landscaping</p>	<p>\$570,000.00</p>	<p>Feb 2016</p>
<p>Puyallup School District 323-12th Street Puyallup, WA 98371 Mike Meadows, Director Construction 253-435-6622; meadowme@puyallup.k12.wa.us</p>	<p>Sparks Stadium – Grass Field</p>	<p>Clearing, grading, soil prep, sod, utilities, electrical, irrigation, fencing</p>	<p>\$413,000.00</p>	<p>Feb 2016</p>
<p>City of Tukwila –Parks and Recreation 12424 42nd Ave, S Tukwila, WA 98168 Dave Johnson, Project Engineer 206-767-2308; dave.johnson@tukwilawa.gov</p>	<p>Duwamish Hill Preserve Phase 2 +</p>	<p>Clearing, grubbing, grading, trails, fencing, irrigation, seeding, plantings, naturalization</p>	<p>\$564,170.00</p>	<p>Jan 2016</p>
<p>Seattle Housing Authority 190 Queen Anne Ave, N Seattle, WA 98028 Brent Palmason, Project Mgr; 206-615-3558 brent.palmason@seattlehousing.org</p>	<p>Rainier Vista Block 33 Park +</p>	<p>Clearing, grubbing, grading, aggregate, concrete, electrical, site furnishings, irrigation, landscaping</p>	<p>\$369,900.00</p>	<p>Nov 2015</p>
<p>Hamilton Construction/Bend Parks and Rec PO Box 659 Springfield, OR 97477 541-746-2426; 541-746-7635 Evan Stuart; estuartham@hamil.com</p>	<p>Colorado Dam-Safe Passage Project +</p>	<p>In-water work; plantings; irrigation; sod placement; landscape grading (<i>PBI was subcontractor</i>)</p>	<p>\$145,000.00</p>	<p>Summer 2015</p>
<p>ODOT-Region 1 3700 SE 92nd Portland, OR 97266 Marty Ebner, Project Coordinator 503-731-3190; martin.jebner@odot.or.state.us</p>	<p>I-5: SW Iowa Street Viaduct Br-Phase 3 +</p>	<p>Traffic control, clearing/grubbing, seeding, planting, irrigation, site restoration</p>	<p>\$301,500.00</p>	<p>Spring 2015</p>
<p>Water Environment Services-Clack Cnty District 1 2051 Kaen Rd Oregon City, OR 97045 Gail Shalourm, WES, 503-742-4567; gshalourm@clackamas.us</p>	<p>Kellogg Creek Water Pollution Control Plant-Landscaping Improve</p>	<p>Erosion, earthwork, tree removal, design/build irrigation, planting, fencing, restoration</p>	<p>\$205,000.00</p>	<p>Spring 2015</p>
<p>Port of Ridgefield 111 W. Division Ridgefield, WA Curtis Riley, MLA 541-510-3200 criley@maulfoster.com</p>	<p>Carty Lake-Lake River Landscape Remediation +</p>	<p>Erosion, earthwork, seeding, extensive wetland planting, wildlife fencing, irrigation, plantings</p>	<p>\$579,000.00</p>	<p>Fall 2015</p>
<p>City of Monmouth 151 Main Street W Monmouth, OR 97361 Russell Cooper rcooper@ci.monmouth.or.us; 503-838-2173</p>	<p>Madrona Park</p>	<p>Earthwork, erosion, drainage, asphalt, concrete, building, site furnishings, irrigation, landscaping</p>	<p>\$467,720.00</p>	<p>Fall 2014</p>

Marina Warren, Cameron McCarthy 541-485-7385; marina@cameronmccarthy.com						
Tualatin Hills Parks and Recreation 6220 SW 112 th Ave Beaverton, OR 97008 Peter Foster 503-629-6305 x 2734 pfoster@thprd.org Chuck Gregory, AKS; cgregory@aks.com	Howard M Terpenning ADA Parking Lot Improvements +	Earthwork, erosion, drainage, storm, water, asphalt, concrete, electrical, irrigation, landscaping AB, ACP, REIN, EART, ELEC, LS, MHA, PCP,	\$678,900.00	Winter 2015		
Bend Parks and Recreation 799 SW Columbia Street Bend, OR 97702 Brian Hudspeth 541-389-7275 brian@bendparksandrec.org	Pine Nursery/Ponderosa Parks +	Erosion, concrete, fencing, irrigation, landscaping, seeding AB, ACP, EART, LS, MHA, PCP, TTC	\$547,951.00	Fall 2014		
City of Shoreline 17500 Midvale Ave., N. Shoreline, WA 98133 Paul Laine 206-801-2700 plaine@shorelinewa.org	Greenworks 2014	Erosion, porous asphalt, concrete, seeding, rockery, landscape AB, ACP, REIN, EART, LS, PCP, TTC	\$117,000.00	Summer 2014		
Clean Water Services 2550 SW Hillsboro Hwy Hillsboro, OR 97123 Jadene T Stensland 503-681-3662 stenslandj@cleanwaterservices.org	Cedar Mill Falls Stormwater Swale	Erosion control, earthwork, Storm water, drainage, woody debris, plantings, fencing	\$136,900.00	Winter 2014		
Tualatin Hills Parks and Recreation 6220 SW 112 th Ave Beaverton, OR 97008 Tim Bonnin 503-629-6305 x 2737; 503-629-6307 tbonnon@thprd.org	Barsotti Park +	Earthwork, drainage, storm, paving, athletic field and court, concrete, site furnishings, electrical, irrigation, fencing, landscaping AB, ACP, EART, LS, MHA, PAVE, PCP	\$857,314.00	Late fall 2013		
City of Sandy 39250 Pioneer Blvd Sandy, OR 97055 Nancy Enabnit 503-489-2157; 503-668-5891 nenabnit@cityofsandy.com	Bornstedt Park	Earthwork, drainage, storm, concrete, site furnishings, splash pad, fencing, irrigation and landscaping AB, ACP, EART, LS, MHA, PAVE, PCP	\$534,700.00	Late fall 2013		
City of Seattle- Parks and Recreation 800 Maynard Ave., S., Suite 300 Seattle, WA 98134 Kim Baldwin, Sr Manager 206-684-8614; kim.baldwin@seattle.gov <i>DBE Goal: 30% - attempting</i>	Maple Leaf Reservoir Park Development +	Earthwork, drainage, storm, paving, structures, athletic fields and courts, concrete, extensive site furnishings, artwork, electrical, asphalt, irrigation, landscaping AB, ACP, BLD1, EART, LS, MHA, PAVE, PCP, TTC	\$3,048,900.00	Late fall 2013		
City of Gervais 524 Fourth St; PO Box 329 Gervais, OR 97026 Kurt Lango; Lango-Hansen Architect 503-295-2437 kurt@lango-hansen.com	Black Walnut Park	Earthwork, drainage, concrete, fencing, restroom, shelter, splash pad, landscaping, irrigation, site furnishings AB, ACP, BLD, EART, ELEC, LS, MHA, PCP, SIGN	\$592,460.00	Winter 2013		

Tualatin Hills Parks and Recreation 6220 SW 112 th Ave Beaverton, OR 97008 David Lewis 503-629-6305; 503-629-6307 dlewis@thprd.org	The Bluffs Park	Earthwork, drainage, paving, landscaping, site furnishings AB, ACP, EART, PAVE	\$244,635.00	Winter 2013
City of Salem - Public Works Department 555 Liberty St, Room 325 Salem, OR 97301 Andy Groh 503-588-6211; 503-588-6025 agroh@cityofsalem.net	Hoodview Park	Earthwork, drainage, paving, fencing, concrete, play equipment, irrigation, landscaping AB, ACP, EART, LS, MHA, PAVE, PCP, SIGN	\$631,432.99	Winter 2013
Tualatin Hills Parks and Recreation 6220 SW 112 th Ave Beaverton, OR 97008 Gery Keck 503-629-6305; 503-629-6307 Gkeck@thprd.org	Evelyn Schifferler Park	Earthwork, drainage, storm, paving, buildings, electrical, concrete, skate park, athletic fields/courts, site furnishings, irrigation, landscaping AB, ACP, REIN, EART, ELEC, LS, MHA, PAVE, PCP	\$1,796,000.00	Winter 2013
Clackamas County - Business Development 150 Beavercreek Rd Oregon City, OR 97045 Dennis Everson 503-742-4400; 503-841-3265 denniseverson@msn.com	Boring Station Trailhead Park	Earthwork, drainage, storm, irrigation, paving, building, electrical, plumbing, site furnishings, concrete, landscaping AB, ACP, BLD, EART, ELEC, LS, MHA, PAVE, PCP, SIGN, TTC	\$727,629.00	Spring 2012
Tualatin Hills Parks and Recreation 15707 SW Walker Rd Beaverton, OR 97006 Rene Brucker 503-645-6433; rbrucker@thprd.org	Camille Park Improvements	Earthwork, paving, boardwalk, bridge, asphalt, play structures, landscaping AB, ACP, REIN, EART, LS, MHA, PAVE, PCP	\$375,000.00	Winter 2012
City of Seattle, Dept of Parks and Rec 800 Maynard Ave., S., 3 rd floor Seattle, WA 98134 Kim Baldwin - kim.baldwin@seattle.gov	Crown Hill Elementary Park	Earthwork, utilities, sewer, skate park, park improvements, ball fields, asphalt, irrigation and landscaping AB, ACP, REIN, EART, ELEC, LS, MHA, APVE, PCP	\$672,791.00	Winter 2012
City of Redmond 15670 NE 85 th St Redmond, WA 98073 John Mork 425-556-2713 jemork@redmond.gov	Bear Creek Park - Water Quality Facility	Erosion, in-water work, porous asphalt, wetland plantings, woody debris, fencing, drainage, rock wall, landscaping AB, ACP, EART, LS, MHA, PAVE, SIGN	\$403,700.00	Fall 2011
City of Shoreline 17500 Midvale Ave., N. Shoreline, WA 98133 Paul Laine 206-801-2700	Green Street Demonstration Project and Greenworks 2011 Project	erosion, porous asphalt, concrete, mulch, seeding, rocky landscape AB, ACP, REIN, EART, LS, PCP, TTC	\$239,700.00; \$198, 815.00	Winter 2011; Spring 2011
ODOT c/o City of Gresham ** # 14273 1333 NW Eastman Pkway Gresham, OR 97030 Jay McCoy 503-618-2525	Springwater Trailhead @ Main City Park	erosion, traffic control, signage, drainage, concrete, asphalt, electrical, landscape AB, ACP, EART, ELEC, LS, FAVE, PCP, TTC, ELEC	\$227,497.00	Winter 2011

Lake Washington SD PO Box 97039 Redmond, WA 98073 Mitch Romero 425-702-3411	Ballfield Improvement Project	erosion, earthwork, concrete irrigation, seeding, fencing, site furnishings AB, EART, LS, MHA, PCP	\$506,671.00	Summer 2010
Seattle Public Utilities 700 5th Avenue Seattle, WA 98124 Dennis Hess 206-684-5692	Ballard Roadside Rain garden	erosion, traffic control, earthwork, concrete, asphalt, wiers, planting AB, ACP, EART, LS, MHA, PAVE, PCP, SIGN, TTC	\$512,529.00	Fall 2010
ODOT - Philomath ** #14111 3700 SW Philomath Blvd Corvallis, OR 97333 Brady Pauls 541-757-4104	OR 34/US20: Newton Creek - Jade Place	erosion, traffic control, irrigation, planting LS, TTC, PCP	\$185,764.00	Summer 2010
Hillsboro SD - Facilities/Planning 4901SE Witch Hazel Rd Hillsboro, OR 97123 Rick Yeo Cornerstone Mgt 503-487-7445	JB Thomas Park Phase III	earthwork, street work, traffic control, asphalt, concrete, paving, fencing, irrigation, site furnishing AB, ACP, REIN, EART, LS, MHA, PAVE, PCP, TTC	\$969,359.00	Fall 2010
City of Shoreline 17544 Midvale Avenue., N Shoreline, WA 98133 John Vicente 206-546-0791	Hamlin Park	earthwork, electrical, paving, buildings, landscaping, asphalt, concrete AB, ACP, EART, ELEC, LS, MHA, BLD, PCP	\$980,960.00	Summer 2010
Clark County 1300 Franklin St PO Box 5000 Vancouver, WA 98566 Glen Bedell 360-397-6118	Lakeshore and Tiger Tree Parks	earthwork, asphalt, concrete, park improvements, landscaping, irrigation AB, ACP, EART, LS, MHA, PCP	\$734,101.00	Winter 2010
West Valley School District 8902 Zier Rd Yakima, WA 98908 Tom Fleming 509-972-6000	West Valley Middle School Fields Improve.	earthwork, utilities, storm, asphalt, concrete, seeding, site furnishings, landscaping, irrigation AG, ACP, BLD, LS, MHA, PCP, PAVE	\$668,340.00	Summer 2009
Clean Water Services 16060 SW 85th Avenue Tigard, OR 97224 Dennis Kramer 503-547-8175	Durham Facility 2008 Landscape	irrigation, landscape, erosion, misc grading EART, LS	265,032.98	Winter 2009
City of Bothell 9654 NE 182nd Bothell, WA 98011 Joseph Celano 425-489-3384	Centennial Park	earthwork, utilities, sewer, water, asphalt, concrete, park improvements, building, landscaping, wetland planting AG, ACP, BLD, EART, LS, PA1, PAVE, SIGN	\$1,152,402.00	Summer 2009
METRO Parks and Greenspaces 600 NE Grand Ave Portland, OR 97232 Lydia Neill 503-797-1830	Cooper Mtn Nature Park	earthwork, storm/septic, concrete, buildings, asphalt, site furnishings, boardwalk AG, ACP, BLD, EART, ELEC, LS, MHA, REIN, PA1, SIGN	\$1,922,634.00	Summer 2009

City of Seattle Parks and Recreation c/o: Setwork Landscape 1927 Post Alley Seattle, WA 98101 Jim Keller 206-285-3026	Madison Park	earthwork, storm sewer, concrete paving, landscape, irrigation, masonry, signage, furnishings AC, ACP, REIN, EART, LS, SIGN, PCP	\$651,222.00	Fall 2008
City of Hillsboro Dept of Parks and Recreation 4400 NW 229 th Hillsboro, OR 97124 Lori DeVos 503-681-6120	Magnolia Park Project	earthwork, drainage, irrigation, splash pad, buildings, landscaping, paving, concrete, electrical, furnishings AG, ACP, BLD, EART, ELEC, LS, MHA, PA1, PAVE, PCP, SIGN	\$1,023,297.95	Fall 2008
City of Happy Valley 12042 SE Sunnyside Rd Happy Valley, OR 97015 Carol Earle 503-760-3325	Ridgecrest Road Improvements	earthwork, drainage, paving, irrigation, planting EART, ACP, LS, TTC	\$332,175.00	Fall 2007
City of Lake Oswego P.O. Box 369 Lake Oswego, OR 97034 Rob Amsbury 503-697-6588	10th street-Green Street Pathway	earthwork, drainage, woody debris, masonry, irrigation, landscaping, paving, concrete, wetland plants AG, ACP, REIN, EART, LS, PCP, SIGN, TTC	\$1,586,257.45	Fall 2008
Clackamas Parks and Recreation 9101 Sunnyside Rd Clackamas, OR 97015 Dennis Everson 503-841-3265	Pfeifer Park, Soccer Fields	earthwork, drainage, irrigation, paving, athletic fields, electrical, seeding, concrete AG, ACP, EART, ELEC, LS, PAVE, PCP, SIGN	\$1,507,167.00	Fall 2007
Lane County Public Works 3040 N. Delta Highway Eugene, OR 97408 Dave Brown 541-682-6994	MLKing Development	landscaping and irrigation EART, LS	\$871,233.00	Winter 2008
Clackamas Parks and Recreation 9101 Sunnyside Rd Clackamas, OR 97015 Dennis Everson 503-841-3265	Youth Sports Fields	earthwork, drainage, irrigation, buildings, landscaping, paving, athletic fields, concrete, electrical, furnishings AG, ACP, BLD, EART, ELEC, LS, MHA, PA1, PAVE, REIN, SIGN, TTC	\$3,977,609.00	Fall 2007
City of Gresham <i>Subcontractor to Tapani Underground</i> P.O. Box 1900 Battleground, WA John Chichosz 360-687-1148	Powell Blvd Improvements	Irrigation, landscaping, wetland plantings EART, LS	\$782,300.00	Spring 2007
City of Lake Oswego-Community Development 380 "A" Avenue Lake Oswego, OR 97034 Joe Collins 503-635-0267	Stafford Basin Parkway	Earthwork, drainage, kiosk, boardwalk, trails, paving, wetland plantings AB, ACP, EART, LS, MHA, SIGN	\$510,050.00	Summer 2006
City of West Linn – Parks and Recreation 22500 Salamo Rd, #1100 West Linn, OR 97068 Ken Worcester 503-557-4700	Fields Bridge Park	Earthwork, drainage, paving, athletic fields, trails, landscaping, irrigation AB, ACP, EART, ELEC, LS, MHA, PAVE, PCP, SIGN, TTC	\$695,700.00	Spring 2006

Seattle Public Utilities PO Box 34018 Seattle, Wa 98124 Joe Carter 206-684-5070	Pinehurst GreenGrid	Earthwork, drainage, erosion control, landscaping, wetlands, bioretention swales	\$1,918,000.00	Fall 2006
City of Lake Oswego 380 A Avenue Lake Oswego, OR 97034 Bob Galante 503-635-0235	Headlee Walkway	Grading, turbidity curtain, in-water work, paving, rockery, paving, irrigation, landscaping	\$645,725.00	Spring 2006

**a complete job listing is available upon request, detailing our projects for nearly 20 years*
***indicates ODOT projects*
Paul Brothers managed subcontractors in the following classes of work: ACP, BLD1, ELEC, PAVE, MHA (fencing), some REIN and PCP; all other work was self-performed



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/15/2020
From: City Manager Tony Konkol

SUBJECT:

Real Estate Contract for the Sale of the Oregon City Police Department Property Located at 320 Warner Milne Road to F&F Structures, Inc.

STAFF RECOMMENDATION:

Staff recommends that the City Commission authorize the City Manager to execute the real estate contract with F&F Structures, Inc. for the sale of the City property located at 320 Warner Milne Road, tax lots 3-2E-05C-00201 and 3-2E-05C-00500 for \$2,800,000.

EXECUTIVE SUMMARY:

The City Commission directed staff to prepare a real estate contract for the purchase of 320 Warner Milne Road to F&F Structures, Inc. The revised contract has incorporated a Seller's Right to Accept Other Purchase Offers (bump clause) that would allow the City to continue to market the sale of the property to other potential buyers and allow F&F to match any offer made to the City for the purchase of the property within one business day. The buyer will provide \$15,000 earnest money that would be applicable to the \$2,800,000 million dollar purchase price. The Buyer's due diligence period will expire on October 18, 2020 and the sale will close on October 30, 2020.

BACKGROUND:

The City of Oregon City and F&F Structures, Inc. entered into a Real Estate Contract on December 18, 2019. The contract was extended two times and has since expired.

The City and F&F Structures, Inc. have expressed an interest in entering into a second contract for the sale of the 320 Warner Milne Road property for the price of \$2,800,000. The Buyer will be required to provide \$15,000 earnest money and the due diligence period will expire on October 18, 2020. The Buyer will not be posting a \$125,000 promissory note. The property sale will close on October 30, 2020.

The most significant change between the proposed contract and the original offer is the inclusion of Section 23 – Seller's Right to Accept Other Purchase Offers. Through this

section the City shall have the right to continue to market the Property for sale and to accept an offer on any terms acceptable to Seller expressed by a letter of intent from a third party purchaser. If the Seller enters into a letter of intent with a third party, which may be non-binding, the Buyer shall be notified and have one (1) business day to issue the Early Waiver Notice. Failure to enter into the Early Waiver Notice within one (1) business day of notification will result in the termination of this contract, the earnest money will be released to the Buyer and the Buyer will have no further rights to purchase the property.

The Buyer has requested the following amendments to the proposed contract for which staff is requesting direction.

- 1. The Buyer has requested that in Section 23 the “letter of intent” threshold that would initiate the Early Waiver Notice be amended to require a “binding offer on the Buyer and Seller”.
- 2. The Buyer has requested that the Section 20 – Successors and Assigns be amended to allow the assignment of the contract to Clackamas County Vector Control.
- 3. The Buyer has requested that any contract with a commercial real estate broker exempt both F&F Structures, Inc. and Clackamas County Vector Control from the brokerage fees.

OPTIONS:

- 1. Authorize the City Manager to execute the real estate contract with F&F Structures, Inc.
- 2. Deny the real estate contract with F&F Structures, Inc.
- 3. Direct staff to amend the proposed real estate contract with F&F Structures, Inc.

BUDGET IMPACT:

Amount: \$

FY(s): EnterTextHere

Funding Source(s): EnterTextHere

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (this "**Contract**") is entered into as of July 15, 2020 ("**Effective Date**"), by and between **City of Oregon City**, an Oregon municipal corporation ("**Seller**"), and **F & F Structures, Inc.**, an Oregon corporation ("**Buyer**"). Collectively, Buyer and Seller shall be referred to herein as Parties ("**Parties**").

Now therefore, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1 Property. Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller approximately 3.20 acres of real property generally located along Warner Milne Road, Oregon City, Oregon (Assessor's Parcels 00846847 and 00846981 totaling 1.86 and 1.34 acres, respectively) including all improvements located thereon, including but not limited to three trailers that are located on foundations and all appurtenances thereto (the "**Realty**"). The Realty is sometimes referred to herein as the "**Property**." The Realty is legally described in Exhibit A to the Title Report (as such term is defined below).

2 Purchase Price. The purchase price for the Property is Two Million Eight Hundred Thousand Dollars (\$2,800,000.00, "**Purchase Price**"). The Purchase Price shall be paid as follows:

a. Fifteen Thousand and No/100 Dollars (\$15,000.00) (the "Earnest Money Deposit") shall be deposited by Buyer with First American Title Insurance Company, located at 9200 SE Sunnybrook, Ste 400 Clackamas, OR 97015, Attention: Debbie Chase, phone (503) 353-2386 and email dchase@firstam.com (the "Title Company") contemporaneous with the mutual execution of this Contract. The Earnest Money Deposit is nonrefundable except as expressly set forth herein. At Closing (as hereinafter defined), the Earnest Money Deposit will be applied to the Purchase Price, and will be reflected as a closing statement credit to the Buyer. Seller and Buyer agree to execute an Earnest Money Escrow Agreement if requested by the Title Company which shall be in form and content reasonably acceptable to Buyer, Seller and the Title Company.

b. The balance of the Purchase Price, subject to closing prorations and credits, shall be paid in cash in immediately available funds at Closing.

3 Seller's Representations, Warranties and Covenants. Seller hereby makes the following representations, warranties and covenants in connection with

Buyer's purchase of the Property, and no others, express or implied:

- a Seller has the authority necessary to enter into this Contract and comply with Seller's obligations hereunder;
- b There are no pending or, to Seller's actual knowledge, threatened condemnation or eminent domain proceedings, which would affect the Property;
- c There are no other undisclosed agreements between Seller and any other party, that affect the use of the Property;
- d Until the Closing Date (as hereinafter defined), the Property will be maintained in substantially the same condition as it is in on the Effective Date of this Contract, subject to ordinary wear and tear and casualty damage;
- e Except for matters of record, there is no litigation pending or, to Seller's actual knowledge, threatened, which would affect the Property or the use thereof by Buyer;
- f Promptly after the Effective Date, Seller shall use reasonable efforts to review its files and shall provide Buyer with copies of any environmental assessments or other Property related reports, studies or investigations in Seller's possession ("Seller's Documents"). Seller shall provide the same to Buyer as an accommodation to Buyer and without any representation or warranty of any kind as to the accuracy or completeness of Seller's Documents;
- g Seller shall perform all acts reasonably necessary and requested by Buyer to ensure that any existing Property development rights, fees and credits Seller may possess are assigned to Buyer at the Closing;
- h Seller shall use reasonable efforts to either (i) clear title to the Property of any and all mechanics liens of record against the Property as of the Closing Date (the "**Mechanics Liens**") or (ii) procure title insurance over all such Mechanics Liens;
- i To Seller's actual knowledge, there is no well or septic system on the Property; and
- j To Seller's actual knowledge, the Property has not been used for methamphetamine production.

All representations, warranties, and covenants made by Seller in this paragraph 3 shall be true as of the Closing Date hereof and shall survive the Closing of this transaction for a period of one (1) year. If any representations, warranties, or covenants made by Seller become untrue to Seller's knowledge after the Effective Date, Seller shall provide Buyer written

notice of the same and Buyer's sole remedy shall be to: (a) terminate this Contract and receive a return of the Earnest Money Deposit, or (b) waive the inaccuracy or failure to perform such representation, warranty or covenant.

4 Survey Contingency. Buyer, at its sole expense, may obtain a survey of the Realty prepared by a land surveying company registered in the same state as the Realty. Buyer shall have Seventy-five (75) days from the Effective Date to deliver to Seller in writing any objection to a matter shown on the survey, which materially affects the Property or Buyer's use of the Property. If Buyer fails to timely deliver notice to Seller of any survey objections (or elects not to obtain a survey), then Buyer is deemed to have waived all rights to object to any matters shown on the survey (or that would be shown on a current survey). Seller may elect in Seller's sole discretion whether or not to attempt a cure of such survey objections. Upon receipt of notice from Seller indicating that Seller elects not to pursue a cure of a survey objection, Buyer shall have five (5) business days to deliver notice to Seller terminating this Contract, in which event the Earnest Money Deposit shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive. If Seller pursues a cure and is unable to cure the survey objections by the Closing Date, then Buyer shall have the option to either terminate this Contract (in which event the Earnest Money Deposit shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive), or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have accepted any uncured survey objections and waived any rights against Seller relating thereto.

5 Title Contingency. Seller has previously delivered to Buyer a preliminary title report from First American Title Insurance Company (the Title Company") dated January 2, 2020 under order number 7072-3377393 (the "**Commitment**"). Buyer approves exceptions 6, 7, 9, and 10 from the Commitment and which shall constitute Permitted Exceptions (as such term is defined below) and Buyer approves the legal description of the Realty set forth in the Commitment as the sole interests to be conveyed to Buyer at Closing. Within five (5) business days after the Effective Date, Seller shall deliver or cause to be delivered to Buyer an update to the Commitment (the "**Updated Commitment**"). Buyer shall have until the later of sixty (60) days from the Effective Date or fifteen (15) days after receipt of the Updated Commitment to deliver to Seller in writing any objection to a matter shown on the Updated Commitment that was not shown on the Commitment and which materially affects the Property or Buyer's use of the Property ("**Title Objections**"). If Buyer fails to deliver timely notice of Title Objections to Seller, Buyer shall be deemed to have fully accepted the Updated Commitment and all matters disclosed therein. If Buyer timely delivers Title Objections, Seller shall have fifteen (15) days

after receipt of Buyer's objection notice to notify Buyer in writing what, if anything, Seller shall do to cure the Title Objections. Failure of Seller to respond within said period shall indicate that Seller elects not to cure the Title Objections. Seller shall have no obligation to cure any Title Objection or incur any expense with respect thereto. If Seller elects not to cure one or more of the Title Objections, Buyer shall have five (5) business days to deliver notice to Seller terminating this Contract, in which event the Earnest Money Deposit money shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive. If Seller pursues a cure and is unable to cure a Title Objection by the End of the Due Diligence Period, then Buyer shall have the option to either terminate this Contract (in which event the Earnest Money Deposit shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive), or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have accepted any uncured Title Objections and waived any rights against Seller relating thereto.

Notwithstanding anything to the contrary herein, the following matters shall be deemed "**Permitted Exceptions**" and Buyer shall have no right to object to any of said matters on the Commitment:

- (a) municipal and zoning ordinances and agreements entered under them, building and use restrictions and covenants, and State and/or Federal statutes and regulations;
- (b) recorded easements for the distribution of utility and municipal services;
- (c) property taxes and special assessments levied in the year of Closing and subsequent years; and
- (d) such other matters as disclosed by the Updated Commitment and waived or deemed waived by Buyer pursuant to this paragraph 5.

At Closing, Seller shall cause the Title Company to issue a current owner's title insurance policy (standard form) in the amount of the Purchase Price insuring Buyer as the fee simple owner of the Realty as of the date of recording the deed, subject to the Permitted Exceptions ("**Title Policy**").

6 Inspection Contingency. Buyer, at its sole expense, may obtain an inspection of all related improvements located on the Property and/or a Phase I environmental assessment of the Property. Buyer shall have the right to conduct sampling of the water, soil, air or building improvements with Seller's approval, which approval Seller shall not unreasonably withhold or delay. Buyer shall have sixty (60) days to terminate this

Contract by written notice to Seller resulting from Buyer's objection to any matter shown in an inspection report or Phase I environmental assessment, which materially affects the Property or Buyer's use of the Property. If Buyer does not terminate this Contract hereunder, then Buyer is deemed to have waived this inspection contingency and any right to object to the condition of the Property or any improvements located thereon. Seller shall have no obligation whatsoever to cure any matter to which the Buyer objects relating to the condition of the Property or any improvements located thereon.

7 Feasibility Contingency. Buyer, at its sole expense, may conduct an investigatory review of the economics, financial assumptions, general and local market conditions, and project build-out feasibility related to the development of the Property. If Buyer shall deem, in its sole and absolute discretion, that its intended use of the Property appears to be economically viable and feasible then notification shall be provided to Seller in writing, on or before the last day of the Due Diligence Period, stating that this contingency has been removed.

8 Buyer's Due Diligence Period. Buyer shall have until October 18, 2020 to satisfy itself concerning all aspects of the Property and prospective purchase as set forth in paragraphs 4, 5, 6, and 7 ("**Buyer's Contingencies**") of this Contract (the "**Due Diligence Period**"). Buyer shall waive or deem satisfied the Buyer's Contingencies by providing written notice to Seller of Buyer's waiver or satisfaction of said contingencies (the "**Waiver Notice**"). If Buyer does not deliver a Waiver Notice for any reason during the Due Diligence Period, the Contract shall be deemed terminated and the Earnest Money Deposit shall be immediately released to Seller and Buyer shall promptly provide Seller with copies of all reports, investigations, or studies received by Buyer in connection with its investigation of the Property.

9 No Representations or Warranties; AS-IS Condition.

a Buyer is hereby purchasing the Property in "**AS-IS, WHERE-IS**" condition and "**with all faults**," unless state otherwise within this Contract and agrees that it relies upon no warranties, representations or statements by Seller, or any other persons for Seller, in entering into this Contract or in closing the transactions described herein, except for the express representations and warranties set forth in paragraph 3 hereof. Buyer's closing on the acquisition of the Property shall constitute conclusive evidence that Buyer is satisfied with the condition of and title to the Property and has waived or satisfied Buyer's survey, title, inspection and feasibility contingencies set forth in paragraphs 4 through 7 above. In closing and completing this transaction, Buyer will have relied exclusively upon its own inspections and reviews, and not upon any representation or warranty of Seller or its agents or employees

except those expressly set forth in paragraph 3 above.

b Except for the express representations and warranties set forth in paragraph 3 hereof, Seller makes no warranties, representations or statements whatsoever, express or implied, concerning or relating to the Property, including without limitation: the income or expenses of the Property; zoning and building codes and other similar restrictions; availability or cost of utilities; the environmental condition of the Property; the presence or absence of any hazardous substances, hazardous materials, petroleum, or any substances regulated by federal, state or local law in, on or under the Property; compliance of the Property with any law, regulation, ordinance or similar requirement, including without limitation the Americans with Disabilities Act; or the physical condition of the Property or any improvements thereon. Buyer acknowledges that no agents, employees, brokers or other persons are authorized to make any representations or warranties for Seller.

c Buyer (and any party claiming through or under Buyer) hereby agrees that following the Closing, Seller shall be fully and finally released from any and all claims or liabilities against the Seller relating to or arising on account of the condition of or title to the Property. This paragraph 9(a) through (c) shall survive the Closing of this Contract.

10 Closing. Provided that Buyer timely issued a Waiver Notice or an Early Waiver Notice, the closing of this transaction (the "**Closing**" or "**Closing Date**") shall take place on October 30, 2020. The Closing shall be at the offices of the Title Company. At Closing, Buyer shall deliver to the Title Company wired funds or other immediately available funds in the amount of the Purchase Price, as adjusted by any proration and closing costs provided for herein, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy. At Closing, Seller shall deliver to the Title Company an Oregon statutory form of Special Warranty Deed conveying the Realty to Buyer, subject only to the exceptions permitted herein, an exception for matters that would be shown by a true and correct survey, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy. All proration required hereunder shall be computed as of the Closing Date. Possession of the Property shall be delivered to Buyer on the Closing Date. Seller shall pay for recording the deed. Seller shall pay the title insurance premium for the Title Policy to be issued to Buyer. Buyer shall pay for all other endorsement charges and the title insurance premium for any loan policy, including endorsement charges related thereto. All escrow fees and Title Company closing charges shall be shared equally by Seller

and Buyer.

11 Taxes. Seller shall pay in full all general taxes and all installments of special assessments, of whatever kind, due and payable with respect to the Property prior to the Closing Date. Seller shall pay all general real property taxes and all installments of special assessments payable with respect to the Property which shall be prorated as of the Closing Date.

12 Casualty. If the Property is damaged by fire or other casualty after the Effective Date of this Contract but prior to the Closing Date, such that the cost to restore the Property to its condition immediately prior to the casualty is in excess of five percent (5%) of the Purchase Price, Buyer shall have the option to:

a. proceed to close this transaction on the terms contained herein and receive an assignment of the insurance proceeds (or the right to receive the same, if they are not received before Closing) payable to Seller as a result of the casualty; or

b. terminate this Contract by written notice delivered to Seller within ten (10) days after Buyer receives notice of the casualty, in which event the Earnest Money Deposit shall be refunded to Buyer.

If the Property is damaged by fire or other casualty prior to the Closing Date and the cost of restoration does not exceed five percent (5%) of the Purchase Price, this Contract shall remain in full force and effect upon the terms stated herein and at Closing, Seller shall assign to Buyer the insurance proceeds (or the right to receive the same, if they are not received before Closing) payable to Seller as a result of the casualty.

13 Condemnation. If any of the Realty is condemned under the power of eminent domain, is the subject of a threatened condemnation, or is conveyed to a condemning authority in lieu of condemnation, Seller shall notify Buyer in writing of the threat, condemnation or conveyance within five (5) business days of its occurrence. Buyer shall within ten (10) days of the notice have the option of (a) proceeding with the Closing and receiving the award or condemnation payment (or an assignment thereof, if the same is not received by Closing), or (b) canceling this Contract and receiving back the Earnest Money Deposit.

14 Access to Property. From the Effective Date to the date of closing, Buyer and Buyer's authorized agents and contractors shall be permitted access to the Property during regular business hours and upon reasonable notice to Seller for the purpose of conducting any of the following at Buyer's election: a survey of the Property, a

Phase I environmental assessment of the Property and/or a physical inspection and related improvements located on the Property, including paragraph 6 above. Buyer acknowledges that Buyer must be accompanied by a representative of Seller during any inspections of the Property.

15 Indemnification and Insurance. Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, claims, actions, liabilities, damages, liens, costs and expenses, incurred by Seller (or its agents, consultants or affiliates) arising out of or related to (i) any activities upon the Property by Buyer, its agents, contractors and employees, or (ii) the failure by Buyer to observe or perform any of its covenants, representations or obligations under this Contract. Prior to entering the Property for any purposes under this Contract, Buyer shall provide Seller evidence that Buyer maintains a commercial general liability insurance policy of not less than \$2,000,000 combined single limit which insurance shall: (i) name Seller an additional insured, and (ii) be primary and noncontributing to any insurance maintained by Seller. This paragraph 15 shall survive the Closing or termination of this Contract.

16 Notices. All notices required or permitted to be given hereunder shall be given by certified mail, postage prepaid, or by overnight delivery service, or shall be personally served, to Buyer and Seller at the following addresses:

BUYER: F & F Structures, Inc.
 1300 John Adams Street 97045, STE 104
 Oregon City, Oregon
 Attn: John Miller, Principal
 Email: johnm@springmgt.com

SELLER: City of Oregon City
 c/o Oregon City Police Department
 320 Warner Milne Road
 Oregon City, OR 97045
 Attn: Jim Band, Police
 Chief
 Email: jband@orcitey.org

All notices shall be deemed received either when actually received or three (3) days after posting (if mailed), one business day after deposit with the delivery service (if sent by overnight delivery), or when delivered (if personally delivered). Either party may change the above addresses by written notice to the other. All notices shall be additionally and

contemporaneously sent by email and upon the request of either party, the other party shall promptly confirm receipt of any notice.

17. Default. If Buyer defaults in the performance of its obligations hereunder, Seller shall be entitled to terminate this Contract, and retain the Earnest Money Deposit as liquidated damages, as the Parties agree that in the event of a default hereunder actual damages would be difficult to determine with any reasonable certainty and that the Earnest Money Deposit, after review and consideration, is a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default (except as set forth in Section 23 below). If Closing does not occur due to a default by Seller in the full and timely performance of any of its obligations hereunder, Buyer, as its sole and exclusive remedy, may elect to terminate this Contract and receive a refund of the Earnest Money Deposit, provided that if (a) Closing does not occur solely as a result of Seller's failure to execute and deliver the Special Warranty Deed on the Closing Date in accordance with Section 10 of this Contract, and (b) Seller's failure to execute and deliver the Special Warranty Deed is not related to Mechanics Liens, and (c) Buyer has affirmatively waived in writing all of the contingencies under this Contract, and (d) Buyer has performed all of its obligations under this Contract, including without limitation, payment of the Purchase Price, then upon notice to Seller not more than ten (10) business days after Buyer becomes aware of such failure by Seller and provided such action is filed within thirty (30) days thereafter, Buyer may seek specific performance of Seller's obligation to execute and deliver a Special Warranty Deed (but not to resolve the Mechanics Liens or to perform any other obligation under this Contract). Buyer's failure to seek specific performance under this Section shall constitute Buyer's election to seek a return of the Earnest Money Deposit as its sole remedy upon Seller's default. In consideration of the foregoing right to seek specific performance, Buyer waives any right it may now or hereafter have to seek any damages from Seller.

18 Real Estate Commissions. Buyer hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction. Seller hereby agrees to defend, indemnify and hold Buyer harmless from any and all loss, cost or expense from any claim for real estate commission made by any agent, broker or firm engaged by Seller in connection with the Property or this transaction. Seller hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction.

19 Entire Agreement. This Contract contains the entire agreement between Seller and Buyer and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, regarding the transaction contemplated

hereby. This Contract may be amended only by a further written document signed by each of the parties.

20 Successors and Assigns. The provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, executors, administrators and legal representatives. Buyer shall have the right to assign its interest in this Contract to any entity owned or controlled by Buyer, provided that Buyer shall not be released from any liability under this Contract upon such assignment.

21 Captions. The captions of the paragraphs in this Contract have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.

22 Severability. If any provision of this Contract is held invalid or unenforceable, the invalidity or shall be limited to the particular provision(s) involved and shall not affect the validity or enforceability of the remaining provisions.

23 Seller's Right to Accept Other Purchase Offers. Seller shall have the right to continue to market the Property for sale and to accept an offer on any terms acceptable to Seller (including a purchase price less than the Purchase Price which shall not reduce the Purchase Price if Buyer issues an Early Waive Notice as defined below) expressed by a letter of intent from a third party purchaser subject to the following provisions. If Seller enters into a letter of intent (which may be non-binding) with a third party, then Seller shall notify Buyer in writing of the same (the "**3rd Party Bump Notice**") and if the third party offers a purchase price in excess of the Purchase Price (such excess referred to herein as the "**Excess**"), Seller shall additionally notify Buyer of the amount of the Excess. Buyer shall have one (1) business day from Buyer's receipt of the 3rd Party Bump Notice to issue its Due Diligence Waiver Notice (the "**Early Waiver Notice**"). If Buyer does not timely issue the Early Waiver Notice, then this Agreement shall terminate, the Earnest Money shall be released to Buyer, and Buyer shall have no further rights to purchase the Property (or any other rights with respect to the Property) and as a condition to the return of the Earnest Money, Buyer shall immediately execute a quitclaim deed in favor of Seller. Notwithstanding anything to the contrary herein, if Buyer fails to timely deliver a quitclaim deed, Seller shall have a damages claim against Buyer which claim shall not be limited to the Earnest Money. If there is any Excess, as a condition to issuing the Early Waiver Notice, Buyer must set forth its agreement to pay the Excess and the Purchase Prices shall be increased by the amount of the Excess. If Buyer issues an Early Waiver Notice, the Closing shall occur on October 30, 2020 as set forth herein.

24 Time is of the Essence. Time is of the essence of each and every provision of

this Contract.

25 Waiver. Failure of either party at any time to require performance of any provision of this Contract shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

26 Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Contract or to rescind this Contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

27 Prior Agreements. This Contract supersedes and replaces all written and oral agreements previously made or existing between the parties, if any (and specifically including the Prior Contract (as such term is defined below)).

28 Applicable Law. This Contract shall be construed, applied and enforced in accordance with the laws of the State of Oregon.

29 Changes in Writing. This Contract and any of its terms may only be changed, waived, discharged or terminated by a written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

30 Counterparts. This Contract may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

31 Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

32 Lease-Back. Seller uses the Property for its police station. Seller is constructing a new police station. Seller anticipates that its new police station will be completed prior to October 30, 2020. If Seller's new police station will not be completed by October 30, 2020, Seller shall have the right to lease the Property after closing for three separate thirty (30) day periods. Seller shall provide Buyer written notice of its exercise of its lease back right no later than October 23, 2020 with respect to the first 30-day period; no later than November 23, 2020, with respect to the second 30-day period; and no later than December 21, 2020 with respect to the third 30-day period. Such lease shall be made pursuant to the terms of Stevens Ness Form No. 1338 – Commercial Lease, Short Form. The monthly rent under the lease shall be \$14,000. There shall be no security deposit. Seller shall use the leased premises for its police department. Seller as lessee shall maintain liability insurance of not less than \$2,000,000.

33 Prior Contract. Seller and Buyer previously entered into a Real Estate Contract dated December 18, 2019 as amended (the "Prior Contract"). Seller and Buyer confirm that: (i) the Prior Contract is no longer in force or effect and (ii) neither Seller nor Buyer have a claim against the other party under the Prior Contract.

The remainder of this page intentionally left blank.

-Signature Page Follows-

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the day and year first above written.

Date:

BUYER:

F & F STRUCTURES, INC.

By: _____

Name: _____

Title: _____

Date:

SELLER:

CITY OF OREGON CITY

By: _____

Name: _____

Title: _____

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (this "**Contract**") is entered into as of ~~the 18th day of November~~ July 15, 2019/2020 ("**Effective Date**"), by and between **City of Oregon City**, an Oregon municipal corporation ("**Seller**"), and **F & F Structures, Inc.**, an Oregon corporation ("**Buyer**"). Collectively, Buyer and Seller shall be referred to herein as Parties ("**Parties**").

Now therefore, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1 Property. Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller approximately 3.20 acres of real property generally located along Warner Milne Road, Oregon City, Oregon (Assessor's Parcels 00846847 and 00846981 totaling 1.86 and 1.34 acres, respectively) including all improvements located thereon, including but not limited to three trailers that are located on foundations and all appurtenances thereto (the "**Realty**"). The Realty is sometimes referred to herein as the "**Property.**" The Realty is legally described in Exhibit A to the Title Report (as such term is defined below).

2 Purchase Price. The purchase price for the Property is Two Million Eight Hundred Thousand Dollars (\$2,800,000.00, "**Purchase Price**"). The Purchase Price shall be paid as follows:

a. ~~A Promissory Note in the face amount of One Hundred Twenty-Five~~ Fifteen Thousand ~~and No/100~~ Dollars ~~(\$125,000.00) executed by Buyer in favor of Seller~~ 15,000.00 (the "Earnest Money Deposit") shall be deposited by Buyer with ~~Fidelity National~~ First American Title Insurance Company, located at ~~900 SW Fifth Avenue, Portland, Oregon 97204~~ 9200 SE Sunnybrook, Ste 400 Clackamas, OR 97015, Attention ~~Shawnda Reszel; Debbie Chase~~, phone (503) ~~222-2424~~ 353-2386 and email ~~shawnda.reszel@fnfdchase@firstam.com~~ (the "Title Company") ~~within two (2) business days after contemporaneous with the mutual~~ execution of this Contract. ~~In the event Buyer elects to exercise its right to terminate this Contract during the Due Diligence Period (as hereinafter defined) as set forth in this Contract, the Earnest Money Deposit shall be immediately returned to Buyer. Upon the conclusion of the Due Diligence Period or Seller's receipt of Buyer's Waiver Notice (as hereinafter defined), the Earnest Money Deposit shall become nonrefundable except in the event of default by Seller under this Contract, and the Promissory Note shall become immediately due and payable and all~~

~~amounts owed thereunder shall be paid directly to Seller within one (1) day following the end of the Due Diligence Period. The Earnest Money Deposit is nonrefundable except as expressly set forth herein.~~ At Closing (as hereinafter defined), the ~~entire~~ Earnest Money Deposit ~~paid to and received by Seller~~ will be applied to the Purchase Price, and will be reflected as a closing statement credit to the Buyer. Seller and Buyer agree to execute an Earnest Money Escrow Agreement if requested by the Title Company which shall be in form and content reasonably acceptable to Buyer, Seller and the Title Company.

b. The balance of the Purchase Price, subject to closing prorations and credits, shall be paid in cash in immediately available funds at Closing.

3 Seller's Representations, Warranties and Covenants. Seller hereby makes the following representations, warranties and covenants in connection with Buyer's purchase of the Property, and no others, express or implied:

a. Seller has the authority necessary to enter into this Contract and comply with Seller's obligations hereunder;

b. There are no pending or, to Seller's actual knowledge, threatened condemnation or eminent domain proceedings, which would affect the Property;

c. There are no other undisclosed agreements between Seller and any other party, that affect the use of the Property;

d. Until the Closing Date (as hereinafter defined), the Property will be maintained in substantially the same condition as it is in on the Effective Date of this Contract, subject to ordinary wear and tear and casualty damage;

e. Except for ~~maters~~matters of record, there is no litigation pending or, to Seller's actual knowledge, threatened, which would affect the Property or the use thereof by Buyer;

f. Promptly after the Effective Date, Seller shall use reasonable efforts to review its files and shall provide Buyer with copies of any environmental assessments or other Property related reports, studies or investigations in Seller's possession ("Seller's Documents"). Seller shall provide the same to Buyer as an accommodation to Buyer and without any representation or warranty of any kind as to the accuracy or completeness of Seller's Documents;

g. Seller shall perform all acts reasonably necessary and requested by Buyer to ensure that any existing Property development rights, fees and credits Seller may possess are assigned to Buyer at the Closing;

h Seller shall use reasonable efforts to either (i) clear title to the Property of any and all mechanics liens of record against the Property as of the Closing Date (the "**Mechanics Liens**") or (ii) procure title insurance over all such Mechanics Liens;

i To Seller's actual knowledge, there is no well or septic system on the Property; and

j To Seller's actual knowledge, the Property has not been used for methamphetamine production.

All representations ~~and~~, warranties, and covenants made by Seller in this paragraph 3 shall be true as of the Closing Date hereof and shall survive the Closing of this transaction for a period of one (1) year. If any representations ~~or~~, warranties, or covenants made by Seller become untrue to Seller's knowledge after the Effective Date, Seller shall provide Buyer written notice of the same and ~~Seller~~Buyer's sole remedy shall be to: (a) terminate this Contract and receive a return of the Earnest Money Deposit, or (b) waive the inaccuracy ~~of~~ failure to perform such representation ~~or~~, warranty or covenant.

4 Survey Contingency. Buyer, at its sole expense, may obtain a survey of the Realty prepared by a land surveying company registered in the same state as the Realty. Buyer shall have Seventy-five (75) days from the Effective Date to deliver to Seller in writing any objection to a matter shown on the survey, which materially affects the Property or Buyer's use of the Property. If Buyer fails to timely deliver notice to Seller of any survey objections (or elects not to obtain a survey), then Buyer is deemed to have waived all rights to object to any matters shown on the survey (or that would be shown on a current survey). Seller may elect in Seller's sole discretion whether or not to attempt a cure of such survey objections. Upon receipt of notice from Seller indicating that Seller elects not to pursue a cure of a survey objection, Buyer shall have five (5) business days to deliver notice to Seller terminating this Contract, in which event the Earnest Money Deposit shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive. If Seller pursues a cure and is unable to cure the survey objections by the Closing Date, then Buyer shall have the option to either terminate this Contract (in which event the Earnest Money Deposit shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive), or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have accepted any uncured survey objections and waived any rights against Seller relating thereto.

5 Title Contingency. Seller has previously delivered to Buyer a preliminary title report from First American Title Insurance Company (the Title Company") dated

January 2, 2020 under order number 7072-3377393 (the "Commitment"). Buyer approves exceptions 6, 7, 9, and 10 from the Commitment and which shall constitute Permitted Exceptions (as such term is defined below) and Buyer approves the legal description of the Realty set forth in the Commitment as the sole interests to be conveyed to Buyer at Closing. Within five (5) business days after the Effective Date, Seller shall deliver or cause to be delivered to Buyer ~~a current preliminary title report~~ an update to the Commitment (the "Updated Commitment") ~~for a standard owner's title insurance policy for the Property issued by the Title Company using a nationally recognized title insurance underwriter, together with copies of the instruments listed in the schedule of exceptions in such Commitment.~~ Buyer shall have until the later of sixty (60) days from the Effective Date or fifteen (15) days after receipt of the Updated Commitment to deliver to Seller in writing any objection to a matter shown on the Updated Commitment, that was not shown on the Commitment and which materially affects the Property or Buyer's use of the Property ("**Title Objections**"). If Buyer fails to deliver timely notice of Title Objections to Seller, Buyer shall be deemed to have fully accepted the Updated Commitment and all matters disclosed therein. If Buyer timely delivers Title Objections, Seller shall have fifteen (15) days after receipt of Buyer's objection notice to notify Buyer in writing what, if anything, Seller shall do to cure the Title Objections. Failure of Seller to respond within said period shall indicate that Seller elects not to cure the Title Objections. Seller shall have no obligation to cure any Title Objection or incur any expense with respect thereto. If Seller elects not to cure one or more of the Title Objections, Buyer shall have five (5) business days to deliver notice to Seller terminating this Contract, in which event the Earnest Money Deposit money shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive. If Seller pursues a cure and is unable to cure a Title Objection by the End of the Due Diligence Period, then Buyer shall have the option to either terminate this Contract (in which event the Earnest Money Deposit shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive), or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have accepted any uncured Title Objections and waived any rights against Seller relating thereto.

Notwithstanding anything to the contrary herein, the following matters shall be deemed "**Permitted Exceptions**" and Buyer shall have no right to object to any of said matters on the Commitment:

- (a) municipal and zoning ordinances and agreements entered under them, building and use restrictions and covenants, and State and/or Federal statutes and regulations;
- (b) recorded easements for the distribution of utility and municipal services;

(c) property taxes and special assessments levied in the year of Closing and subsequent years; and

(d) such other matters as disclosed by the Updated Commitment and waived or deemed waived by Buyer pursuant to this paragraph 5.

At Closing, Seller shall cause the Title Company to issue a current owner's title insurance policy (standard form) in the amount of the Purchase Price ~~allocated to the Realty~~ insuring Buyer as the fee simple owner of the Realty as of the date of recording the deed, subject to the Permitted Exceptions ("**Title Policy**").

6 Inspection Contingency. Buyer, at its sole expense, may obtain an inspection of all related improvements located on the Property and/or a Phase I environmental assessment of the Property. Buyer shall have the right to conduct sampling of the water, soil, air or building improvements with Seller's approval, which approval Seller shall not unreasonably withhold or delay. Buyer shall have sixty (60) days ~~from the Effective Date~~ to terminate this Contract by written notice to Seller resulting from Buyer's objection to any matter shown in an inspection report or Phase I environmental assessment, which materially affects the Property or Buyer's use of the Property. If Buyer does not terminate this Contract hereunder, then Buyer is deemed to have waived this inspection contingency and any right to object to the condition of the Property or any improvements located thereon. Seller shall have no obligation whatsoever to cure any matter to which the Buyer objects relating to the condition of the Property or any improvements located thereon.

7 Feasibility Contingency. Buyer, at its sole expense, may conduct an investigatory review of the economics, financial assumptions, general and local market conditions, and project build-out feasibility related to the development of the Property. If Buyer shall deem, in its sole and absolute discretion, that its intended use of the Property appears to be economically viable and feasible then notification shall be provided to Seller in writing, on or before the last day of the Due Diligence Period, stating that this contingency has been removed.

8 Buyer's Due Diligence Period. Buyer shall have ~~no more than one hundred twenty (120) days~~ until October 18, 2020 to satisfy itself concerning all aspects of the Property and prospective purchase as set forth in paragraphs 4, 5, 6, and 7 ("**Buyer's Contingencies**") of this Contract (the "**Due Diligence Period**"). Buyer ~~may~~ shall waive or deem satisfied the Buyer's Contingencies by providing written notice to Seller of Buyer's waiver or satisfaction of said contingencies (the "**Waiver Notice**"). If Buyer does not deliver a Waiver Notice for any reason during the Due Diligence Period, the Contract shall be deemed terminated and the Earnest Money Deposit shall be

immediately ~~returned~~ released to ~~the Buyer~~ Seller and Buyer shall promptly provide Seller with copies of all reports, investigations, or studies received by Buyer in connection with its investigation of the Property.

9 No Representations or Warranties; AS-IS Condition.

a Buyer is hereby purchasing the Property in "AS-IS, WHERE-IS" condition and "**with all faults**," unless state otherwise within this Contract and agrees that it relies upon no warranties, representations or statements by Seller, or any other persons for Seller, in entering into this Contract or in closing the transactions described herein, except for the express representations and warranties set forth in paragraph 3 hereof. Buyer's closing on the acquisition of the Property shall constitute conclusive evidence that Buyer is satisfied with the condition of and title to the Property and has waived or satisfied Buyer's survey, title, inspection and feasibility contingencies set forth in paragraphs 4 through 7 above. In closing and completing this transaction, Buyer will have relied exclusively upon its own inspections and reviews, and not upon any representation or warranty of Seller or its agents or employees except those expressly set forth in paragraph 3 above.

b Except for the express representations and warranties set forth in paragraph 3 hereof, Seller makes no warranties, representations or statements whatsoever, express or implied, concerning or relating to the Property, including without limitation: the income or expenses of the Property; zoning and building codes and other similar restrictions; availability or cost of utilities; the environmental condition of the Property; the presence or absence of any hazardous substances, hazardous materials, petroleum, or any substances regulated by federal, state or local law in, on or under the Property; compliance of the Property with any law, regulation, ordinance or similar requirement, including without limitation the Americans with Disabilities Act; or the physical condition of the Property or any improvements thereon. Buyer acknowledges that no agents, employees, brokers or other persons are authorized to make any representations or warranties for Seller.

c Buyer (and any party claiming through or under Buyer) hereby agrees that following the Closing, Seller shall be fully and finally released from any and all claims or liabilities against the Seller relating to or arising on account of the condition of or title to the Property. This paragraph 9 (a) through (c) shall survive the Closing of this Contract.

10 Closing. The Provided that Buyer timely issued a Waiver Notice or an Early Waiver Notice, the closing of this transaction (the "**Closing**" or "**Closing Date**") shall take place on October 30, 2020. The Closing shall be at the offices of the Title Company. At Closing, Buyer

shall deliver to the Title Company wired funds or other immediately available funds in the amount of the Purchase Price, as adjusted by any proration and closing costs provided for herein, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy. At Closing, Seller shall deliver to the Title Company an Oregon statutory form of Special Warranty Deed conveying the Realty to Buyer, subject only to the exceptions permitted herein, an exception for matters that would be shown by a true and correct survey, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy. All proration required hereunder shall be computed as of the Closing Date. Possession of the Property shall be delivered to Buyer on the Closing Date. Seller shall pay for recording the deed. Seller shall pay the title insurance premium for the Title Policy to be issued to Buyer. ~~Seller~~ Buyer shall pay for all other endorsement charges and the title insurance premium for any loan policy, including endorsement charges related thereto. All escrow fees and Title Company closing charges shall be shared equally by Seller and Buyer.

11. Taxes. Seller shall pay in full all general taxes and all installments of special assessments, of whatever kind, due and payable with respect to the Property prior to the Closing Date. Seller shall pay all general real property taxes and all installments of special assessments payable with respect to the Property which shall be prorated as of the Closing Date.

12 Casualty. If the Property is damaged by fire or other casualty after the Effective Date of this Contract but prior to the Closing Date, such that the cost to restore the Property to its condition immediately prior to the casualty is in excess of five percent (5%) of the Purchase Price, Buyer shall have the option to:

- a. proceed to close this transaction on the terms contained herein and receive an assignment of the insurance proceeds (or the right to receive the same, if they are not received before Closing) payable to Seller as a result of the casualty; or
- b. terminate this Contract by written notice delivered to Seller within ten (10) days after Buyer receives notice of the casualty, in which event the Earnest Money Deposit shall be refunded to Buyer.

If the Property is damaged by fire or other casualty prior to the Closing Date and the cost of restoration does not exceed five percent (5%) of the Purchase Price, this Contract shall remain in full force and effect upon the terms stated herein and at Closing, Seller shall assign

to Buyer the insurance proceeds (or the right to receive the same, if they are not received before Closing) payable to Seller as a result of the casualty.

13 Condemnation. If any of the Realty is condemned under the power of eminent domain, is the subject of a threatened condemnation, or is conveyed to a condemning authority in lieu of condemnation, Seller shall notify Buyer in writing of the threat, condemnation or conveyance within five (5) business days of its occurrence. Buyer shall within ten (10) days of the notice have the option of (a) proceeding with the Closing and receiving the award or condemnation payment (or an assignment thereof, if the same is not received by Closing), or (b) canceling this Contract and receiving back the Earnest Money Deposit.

14 Access to Property. From the Effective Date to the date of closing, Buyer and Buyer's authorized agents and contractors shall be permitted access to the Property during regular business hours and upon reasonable notice to Seller for the purpose of conducting any of the following at Buyer's election: a survey of the Property, a Phase I environmental assessment of the Property and/or a physical inspection and related improvements located on the Property, including paragraph 6 above. Buyer acknowledges that Buyer must be accompanied by a representative of Seller during any inspections of the Property.

15 Indemnification and Insurance. Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, claims, actions, liabilities, damages, liens, costs and expenses, incurred by Seller (or its agents, consultants or affiliates) arising out of or related to (i) any activities upon the Property by Buyer, its agents, contractors and employees, or (ii) the failure by Buyer to observe or perform any of its covenants, representations or obligations under this Contract. Prior to entering the Property for any purposes under this Contract, Buyer shall provide Seller evidence that Buyer maintains a commercial general liability insurance policy of not less than \$2,000,000 combined single limit which insurance shall: (i) name Seller an additional insured, and (ii) be primary and noncontributing to any insurance maintained by Seller. This paragraph 15 shall survive the Closing or termination of this Contract.

16 Notices. All notices required or permitted to be given hereunder shall be given by certified mail, postage prepaid, or by overnight delivery service, or shall be personally served, to Buyer and Seller at the following addresses:

BUYER: **F & F Structures, Inc.**
1300 John Adams Street 97045, STE 104
Oregon City, Oregon

Attn: John Miller, Principal
[Email: johnm@springmgt.com](mailto:johnm@springmgt.com)

SELLER: City of Oregon City
 c/o Oregon City Police Department
 320 Warner Milne Road
 Oregon City, OR 97045
 Attn: Jim Band, Police
 Chief
[Email: jband@orcite.org](mailto:jband@orcite.org)

All notices shall be deemed received either when actually received or three (3) days after posting (if mailed), one business day after deposit with the delivery service (if sent by overnight delivery), or when delivered (if personally delivered). Either party may change the above addresses by written notice to the other. All notices shall be additionally and contemporaneously sent by email and upon the request of either party, the other party shall promptly confirm receipt of any notice.

17. Default. If Buyer defaults in the performance of its obligations hereunder, Seller shall be entitled to terminate this Contract, and retain the Earnest Money Deposit as liquidated damages, as the Parties agree that in the event of a default hereunder actual damages would be difficult to determine with any reasonable certainty and that the Earnest Money Deposit, after review and consideration, is a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default (except as set forth in Section 23 below). If Closing does not occur due to a default by Seller in the full and timely performance of any of its obligations hereunder, Buyer, as its sole and exclusive remedy, may elect to terminate this Contract and receive a refund of the Earnest Money Deposit, provided that if (a) Closing does not occur solely as a result of Seller's failure to execute and deliver the Special Warranty Deed on the Closing Date in accordance with Section 10 of this Contract, and (b) Seller's failure to execute and deliver the Special Warranty Deed is not related to Mechanics Liens, and (c) Buyer has affirmatively waived in writing all of the contingencies under this Contract, and (d) Buyer has performed all of its obligations under this Contract, including without limitation, payment of the Purchase Price, then upon notice to Seller not more than ten (10) business days after Buyer becomes aware of such failure by Seller and provided such action is filed within thirty (30) days thereafter, Buyer may seek specific performance of Seller's obligation to execute and deliver a Special Warranty Deed (but not to resolve the Mechanics Liens or to perform any other obligation under this Contract). Buyer's failure to seek specific performance under this Section shall constitute Buyer's election to seek a return of the Earnest Money Deposit as its sole remedy upon Seller's default. In consideration of

the foregoing right to seek specific performance, Buyer waives any right it may now or hereafter have to seek any damages from Seller.

18 Real Estate Commissions. Buyer hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction. Seller hereby agrees to defend, indemnify and hold Buyer harmless from any and all loss, cost or expense from any claim for real estate commission made by any agent, broker or firm engaged by Seller in connection with the Property or this transaction. Seller hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction.

19 Entire Agreement. This Contract contains the entire agreement between Seller and Buyer and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, regarding the transaction contemplated hereby. This Contract may be amended only by a further written document signed by each of the parties.

20 Successors and Assigns. The provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, executors, administrators and legal representatives. Buyer shall have the right to assign its interest in this Contract to: ~~(a)~~ any entity owned or controlled by Buyer, provided that Buyer shall not be released from any liability under this Contract upon such assignment.

21 Captions. The captions of the paragraphs in this Contract have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.

22 Severability. If any provision of this Contract is held invalid or unenforceable, the invalidity or shall be limited to the particular provision(s) involved and shall not affect the validity or enforceability of the remaining provisions.

23 ~~Intentionally Omitted~~, Seller's Right to Accept Other Purchase Offers. Seller shall have the right to continue to market the Property for sale and to accept an offer on any terms acceptable to Seller (including a purchase price less than the Purchase Price (which shall not reduce the Purchase Price if Buyer issues an Early Waive Notice as defined below) expressed by a letter of intent from a third party purchaser subject to the following provisions. If Seller enters into a letter of intent (which may be non-binding) with a third party, then Seller shall notify Buyer in writing of the same (the "3rd Party Bump Notice") and if the third party offers a purchase price in excess of the

Purchase Price (such excess referred to herein as the "Excess"), Seller shall additionally notify Buyer of the amount of the Excess. Buyer shall have one (1) business day from Buyer's receipt of the 3rd Party Bump Notice to issue its Due Diligence Waiver Notice (the "Early Waiver Notice"). If Buyer does not timely issue the Early Waiver Notice, then this Agreement shall terminate, the Earnest Money shall be released to Buyer, and Buyer shall have no further rights to purchase the Property (or any other rights with respect to the Property) and as a condition to the return of the Earnest Money, Buyer shall immediately execute a quitclaim deed in favor of Seller. Notwithstanding anything to the contrary herein, if Buyer fails to timely deliver a quitclaim deed, Seller shall have a damages claim against Buyer which claim shall not be limited to the Earnest Money. If there is any Excess, as a condition to issuing the Early Waiver Notice, Buyer must set forth its agreement to pay the Excess and the Purchase Prices shall be increased by the amount of the Excess. If Buyer issues an Early Waiver Notice, the Closing shall occur on October 30, 2020 as set forth herein.

24 Time is of the Essence. Time is of the essence of each and every provision of this Contract.

25 Waiver. Failure of either party at any time to require performance of any provision of this Contract shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

26 Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Contract or to rescind this Contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

27 Prior Agreements. This Contract supersedes and replaces all written and oral agreements previously made or existing between the parties, if any (and specifically including the Prior Contract (as such term is defined below)).

28 Applicable Law. This Contract shall be construed, applied and enforced in accordance with the laws of the State of Oregon.

29 Changes in Writing. This Contract and any of its terms may only be changed, waived, discharged or terminated by a written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

30 Counterparts. This Contract may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

31 Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

32 Lease-Back. Seller uses the Property for its police station. Seller is constructing a new police station. Seller anticipates that its new police station will be completed prior to October 30, 2020. If Seller's new police station will not be completed by October 30, 2020, Seller shall have the right to lease the Property after closing for three separate thirty (30) day periods. Seller shall provide Buyer written notice of its exercise of its lease back right no later than October 23, 2020 with respect to the first 30-day period; no later than November 23, 2020, with respect to the second 30-day period; and no later than December 21, 2020 with respect to the third 30-day period. Such lease shall be made pursuant to the terms of Stevens Ness Form No. 1338 – Commercial Lease, Short Form. The monthly rent under the lease shall be \$14,000. There shall be no security deposit. Seller shall use the leased premises for its police department. Seller as lessee shall maintain liability insurance of not less than \$2,000,000.

33 Prior Contract. Seller and Buyer previously entered into a Real Estate Contract dated December 18, 2019 as amended (the "Prior Contract"). Seller and Buyer confirm that: (i) the Prior Contract is no longer in force or effect and (ii) neither Seller nor Buyer have a claim against the other party under the Prior Contract. [1]

The remainder of this page intentionally left blank.

-Signature Page Follows-

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the day and year first above written.

Date:

BUYER:

F & F STRUCTURES, INC.

By: _____

Name: _____

Title: _____

Date:

SELLER:

CITY OF OREGON CITY

By: _____

Name: _____

Title: _____



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/15/2020
From: Community Development Director Laura Terway

SUBJECT:

Resolution No. 20-16, By-Laws for the Citizen Involvement Committee (CIC)

STAFF RECOMMENDATION:

Approval of Resolution No. 20-16.

EXECUTIVE SUMMARY:

The Citizen Involvement Committee (CIC) drafted by-laws to provide greater clarity.

BACKGROUND:

The Citizen Involvement Committee (CIC) previously operated under the direction of by-laws, though when the group was codified and recognized in the Oregon City Municipal Code in 2015, the bylaws were replaced with OCMC 2.30. The group would like more specific guidance that by-laws would provide and have drafted the proposed for review.

The City Commission reviewed the draft by-laws and identified changes at the July 7th work session.

OPTIONS:

1. Approve Resolution 20-16.
2. Amend Resolution 20-16.
3. Do not approve Resolution 20-16.

RESOLUTION NO. 20-16

A RESOLUTION ADOPTING BY-LAWS FOR THE CITIZEN INVOLVEMENT COMMITTEE (CIC)

WHEREAS, the State of Oregon has adopted Statewide Planning Goals including 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; and

WHEREAS, the City encourages citizen involvement in all phases of the planning process; and

WHEREAS, the City created a policy establishing a Citizen Involvement Council (CIC) in December of 1977 to provide an active and systematic process for citizen and public agency involvement in the land-use decision making for Oregon City; and

WHEREAS, since establishment, the Citizen Involvement Committee (name change from Council to Committee) (CIC) has proven to be a successful means of communication between the City and citizens; and

WHEREAS, Title 2 of the Oregon City Municipal Code codifies numerous other groups; and

WHEREAS, Chapter 2.30 of the Oregon City Municipal Code provides general guidelines for the CIC; and

WHEREAS, CIC members would like more detailed guidance.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City hereby adopts by-laws for the Citizen Involvement Committee (Exhibit A).

Section 2. 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 3. Effectiveness. This Resolution shall take effect immediately upon adoption by the Commission.

Approved and adopted at a regular meeting of the City Commission held on the 15th day of July 2020.

DAN HOLLADAY, Mayor

Attested to this 15th day of July 2020,

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

EXHIBITS:
A. Citizen Involvement Committee By-Laws

Citizen Involvement Committee By-Laws

Article I. Name, purpose, mission, vision and values

- Section 1. The name of this association will be the Citizens Involvement Committee (CIC).
- Section 2. Purpose: The purpose is identified in Chapter 2.30 of the Oregon City Municipal Code.
- Section 3. Mission: The CIC will consider a broad range of issues affecting the livability and quality of the City's neighborhoods.
- Section 4. Vision: Working together with communities and key community stakeholders to create forums for communication that result in fair and open processes to ensure quality of life for future generations.
- Section 5. Values: We value open, honest communication, diversity, mutual trust, respect and accountability.

Article II City Liaison

- Section 1. The position of City Liaison is a City staff position designated by the City Manager to assist the CIC.
- a. The City Recorder maintains the CIC minutes for City records.
 - b. The City Liaison makes public notice of all General and Special meetings.
 - c. The City Liaison emails agendas and copies of minutes to CIC members.
 - d. The City Liaison maintains a database of CIC members as provided by the neighborhood associations.

Article III. Boundaries

- Section 1. The area served by the CIC will include the current legal City limits: boundaries will also include all areas of impact within the current Urban Growth Boundary. Areas of impact will include, but are not limited to, the following:
- a. County islands within any of the neighborhood association boundaries.
 - b. Areas of the County adjacent to recognized neighborhood associations and within the Urban Growth Boundaries.
 - c. Areas of the County adjacent to recognized neighborhood associations and within the Urban Growth Boundaries which are not represented by a Community Planning Organization (CPO).

- d. Neighborhood associations directly adjacent to these areas should attempt to communicate their availability to represent those neighbors not within the City limits but within the Urban Growth Boundary.

Section 2. Membership

- a. The CIC shall consist of two members from each recognized neighborhood association.
- b. Each neighborhood association shall select two members for nomination for appointment by the Mayor. If a member selected by a neighborhood association is not appointed to the CIC it will be informed of the reason for the non-appointment.
- c. Members shall be appointed for two years. Terms of office shall commence on the first day of the calendar year.
- d. The member shall reside within the neighborhood association boundaries which they represent.
- e. All members shall serve without compensation.
- f. If a member is unable to attend a meeting, it is the member's responsibility to inform the CIC Chairperson prior to the meeting being missed.
- g. Upon failure of any member to attend three consecutive meetings, misconduct, or non-performance of duty, the CIC may recommend termination of that appointment to the City Commission. A CIC member may be removed by the City Commission, after hearing, for the above reasons. The neighborhood association shall select a new member for appointment by the Mayor.
- h. It shall be the responsibility of the CIC Secretary to notify the neighborhood association of those members in danger of losing their membership.
- i. The CIC Secretary will inform the CIC that notification has been given.
- k. The neighborhood associations will notify the City Liaison within thirty (30) days of any changes to the neighborhood association CIC membership.

Section 3. There will be no dues or other requirements imposed which would in any way prevent any person who meets the description in Article III, Section 2 from becoming or remaining a member of the CIC.

Section 4. The privileges, roles and responsibilities of the members of the CIC are:

- a. To participate in a civil and ethical manner related to all business conducted by the CIC.

- b. To attend meetings and to speak from the floor on any issue being considered by the CIC.
- c. To vote on motions placed before the membership at regular or special meetings.
- d. To serve on sub-committees of the CIC.
- e. To advocate community involvement and provide training and education to help develop community leaders.
- f. To continually align with our mission, vision, and values.

Article IV. Accountability

- Section 1. The names, addresses, telephone numbers and email addresses of the officers and members will be maintained by the City Liaison.
- Section 2. The CIC representatives will be responsible to provide notification of CIC actions taken on issues and other pertinent events to the neighborhood associations.
- Section 3. The CIC and its elected officers will be responsible, through a regular and orderly process, for seeking the views of neighborhood associations and community and key stakeholders affected by proposed policies or actions before making any recommendations.
- Section 4. Minority views on any issue considered by the CIC will, upon request by any member, be included along with any recommendations submitted for government review.

Article V. Elections

- Section 1. Nominating Committee - *Suspended for future consideration*
- Section 2. Regular election of officers will be held at the General Meeting in January of an election year
- Section 3. All certified neighborhood representatives in attendance will be able to vote in any and all elections of officers.
- Section 4. Any member may run for any vacant office by declaring his or her intention to do so. A member may be nominated for any vacant office by another member of the CIC.

- Section 5. Elections shall be held by a raise of hands and the results will be announced to the membership at the same general meeting as the election. Newly elected officers will take their positions the first day of the month following the elections.
- Section 6. The following procedures will not be allowed: any vote by proxy, any absentee vote, any vote by mail, any secret ballot, any electronic vote, or any telephonic vote of the members. If a meeting is held online, electronic and telephone voting is allowed.
- Section 7. A partial term to fill a vacancy does not constitute a full term. The officers shall be elected for two years. In the event an officer is unable to complete the specified term, a special election shall be held for the completion of the term. Members may not serve more than two consecutive terms as Chairperson or Vice-Chairperson or combination thereof. An officer appointment expires if a member is no longer appointed to the CIC.

Article VI. Officers

- Section 1. All officers will be members of the CIC.
- Section 2. Officers will be elected as specified in Article V and will perform the following duties:
- a. Chairperson - Prepares the agenda and presides at all meetings. Serves as an ex-officio member on all sub-committees. Appoints members to serve on sub-committee. The Chairperson shall be the official spokesperson for the CIC, representing the majority position of the CIC, unless otherwise designated in writing with the majority consent of the CIC.
 - b. Vice-Chairperson - Performs the duties of the Chairperson in his or her absence. Performs any other duties as assigned by the Chairperson.
 - c. Secretary - The Secretary calls the roll for attendance at all meetings and calls the roll for all votes.
- Section 3. In the event that an officer vacates his or her position, an election to fill that position will be held pursuant to the provisions in Article V.

Article VII Sub-Committees

- Section 1. Sub-committee members will be made up of CIC member volunteers, or appointed as necessary, by the Chairperson. Sub-committees will have the responsibilities such as their titles indicate and as may be assigned to them.

- Section 2. Each sub-committee will develop its own agenda and will select its own sub-committee Chairperson.
- Section 3. The majority of the sub-committee members will constitute a quorum. sub-committee action will be determined by a majority vote of those present at each sub-committee meeting.
- Section 4. Sub-committees will make recommendations to the CIC for action.
- Section 5. Each sub-committee Chairperson may submit written reports to the CIC Chairperson to be added to and distributed with the CIC agenda for the next CIC meeting.
- Article VIII. Meetings
- Section 1. General meetings will be held on the first Monday of each month at a place and time determined by the CIC and published to the membership and the community.
- Section 2. A quorum for any General or Special meeting of the CIC requires a majority of appointed members of the CIC to be in attendance at that meeting.
- Section 3. The Chairperson will prepare the agenda for General and Special meetings.
- a. Any person may request to add an item to the agenda by submitting the item to the CIC Chairperson in writing at least seven (7) days in advance of the meeting.
 - b. Any member of the CIC may request to add an item to the agenda.
 - c. Updates from Public Works, Oregon City Chamber of Commerce, and the Downtown Oregon City Association may be rotating items on the agenda.
- Section 4. Special meetings may be called by the Chairperson or by any seven (7) members provided the membership is notified of the Special meeting in writing at least seven (7) days in advance of the meeting.
- Section 5. Public comments: the following guidelines are given for citizens commenting on items on the agenda.
- a. The citizen is to complete a comment card, including the agenda item, prior to the meeting and submit it to the City Liaison, who forwards the cards to the Chairperson.
 - b. When the Chairperson calls the name of the citizen he or she shall proceed to the speakers table and state his or her name and city of residence into the microphone.

c. Each speaker will be given three (3) minutes to speak, or at the discretion of the Chairperson.

Section 6. All guests are encouraged to sign the attendance register at the back of the room as a record of their attendance for the minutes.

Section 7. The CIC Budget Year is from July 1 to June 30. The budget will be reviewed at least quarterly during the regular meetings of July, October, January and April.

Article IX. Conflict of Interest

No member of the CIC shall participate in any committee proceedings or action which the following has or

will receive a direct or substantial financial interest: the member or his/ her spouse, sister, child, parent, father-in-law, mother-in-law and business in which he/she is negotiating or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential interest shall be disclosed at the meeting where the action is being taken. The committee shall operate in the general public interest serving the community as a whole.

Article X. Public Meetings/Public Records Requirements

Section 1. The CIC will abide by all Oregon statutes relative to public meetings and public records.

Section 2. Official action taken by the CIC must be on record and part of the minutes of each meeting. The minutes will include a record of attendance and the results of any votes taken. Upon request, a summary of minority views will be transmitted along with any recommendation made by the CIC to the City of Oregon City. Any such recommendations will also include the notice of Member Conflicts of Interest, if any have been declared.

Article XI. Non-Discrimination

The CIC shall not discriminate against individuals or groups based on race, color, religion, sex, sexual orientation, age, national origin, political affiliation, income, physical or mental disability, marital status, familial status, veteran status or membership in any other group protected by law in accordance with applicable federal, state and local laws in any of its policies, recommendations or actions.

Article XII. Parliamentary Authority and By-Laws

Section 1. The most current edition of the Roberts Rules of Order, Revised published by Da Capo Press will govern the procedures of the CIC when the procedure is

not otherwise covered by these by-laws.

Section 2. Proposed amendments to the by-laws must be presented to the membership at least thirty (30) days in advance of the vote to amend. Two-thirds (2/3) of membership must be present to vote. Of those present, two-thirds (2/3) must vote in support of the amendment(s) to change the by-laws.

Section 3. Any changes to the by-laws must be submitted to the City Commission for final approval.



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/15/2020
From: Public Works Director John Lewis

SUBJECT:

National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Contract with Brown and Caldwell, Inc.

STAFF RECOMMENDATION:

Authorize the City Manager to execute the Contract Agreement (PS 20-018) in the amount of \$87,064.00 with Brown and Caldwell, Inc. for engineering services related to advising and providing consulting services related to the City's State NPDES Permit for a one-year term.

EXECUTIVE SUMMARY:

The City is scheduled to apply for, and receive, a new National Pollutant Discharge Elimination System (NPDES) permit with new guidance and requirements from the State. The City of Oregon City is a co-permittee on the permit along with other municipalities within Clackamas County. Each co-permittee is responsible for ensuring that its respective agency meets the requirements outlined within the permit for each of their respective agencies.

The Scope of Work reflects activities to be completed in the 2020-2021 fiscal year, including work assisting with the City's annual report, due in November of 2020, associated with the NPDES MS4 permit and Total Maximum Daily Load (TMDL) compliance, and includes potential NPDES MS4 permit negotiations with the Oregon Department of Environmental Quality (DEQ).

BACKGROUND:

On March 15, 2011, the Oregon Department of Environmental Quality issued a renewed Phase I National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) permit for the Clackamas County jurisdictions. Brown and Caldwell, Inc. has a long history of providing consulting engineering services to many of the Clackamas County stormwater agencies including Oregon City and oversees the overall coordination of the permit for the co-permittees. Brown and Caldwell, Inc. is also one of

the short-listed consultants on the City's short list for utility infrastructure improvements authorized by the City Commission.

OPTIONS:

1. Approve contract
2. Disapprove contract

BUDGET IMPACT:

Amount: \$87,064.00

FY(s): 2020-21

Funding Source(s): Stormwater Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

2020-21 NPDES MS4 AND TMDL SUPPORT (PS 20-018)

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **BROWN AND CALDWELL, INC.** (“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 **June 30, 2021**, 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 **eighty seven thousand sixty-four and 00/100 dollars(\$87,064.00)**.

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

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

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

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

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

To the City: City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: John M. Lewis

To Consultant: **Brown and Caldwell, Inc.**
6500 SW Macadam Ave, Suite 200
Portland, OR 97239
Attention: Krista Reininga

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 20__.

CITY OF OREGON CITY

BROWN AND CALDWELL, INC.

By: _____
Anthony J. Konkoll III
Title: City Manager

By: _____
Title: _____

DATED: _____, 20__.

DATED: _____, 20__.

By: _____
John M. Lewis
Title: Public Works Director

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

DATED: _____, 20__.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

Exhibit A

2020-2021 NPDES MS4 Permit Compliance, TMDL Compliance, and Stormwater Management Support Services

Scope of Work

The City of Oregon City (City) is contracting with Brown and Caldwell (BC) to complete tasks associated with implementation of the City's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit. This Scope of Work reflects activities to be completed in the 2020-2021 fiscal year, associated with NPDES MS4 permit and Total Maximum Daily Load (TMDL) compliance, and includes completion of NPDES MS4 permit negotiations with the Oregon Department of Environmental Quality (DEQ).

Phase 1 Support for NPDES MS4 and TMDL Annual Reporting

Objective	To assist the City in preparation of its NPDES MS4 and TMDL annual compliance reports to summarize activities for the 2019/2020 permit year.
Activities	<p>The 2019/2020 reporting year covers the time period between July 1, 2019, through June 30, 2020, and is due to DEQ on November 1, 2020.</p> <p>For the NPDES MS4 annual compliance report, BC previously developed a tabular matrix for the City to use in compiling information to summarize activities conducted during the reporting period. The matrix includes columns for reporting the status of meeting measurable goals and tracking measures as identified in the City's stormwater master plan (SWMP).</p> <p>City staff will complete the tabular matrix documenting City activities and progress toward measurable goals during the reporting period. The City will also update the narrative and TMDL portions of the annual report. Based on information provided by the City, BC will review and comment on the tabular matrix, the narrative report, and any associated data (including monitoring data) for completeness and clarity. BC will also provide support via phone and/or in person to assist the City with this process up to the hours allotted for this phase.</p>
Deliverables	A reviewed copy of the NPDES MS4 and TMDL annual report with suggested revisions completed in track changes and comments provided in the document margins.
Assumptions	<p>Assumptions for Phase 1 include the following:</p> <ul style="list-style-type: none"> BC assumes the draft annual report will be provided to BC by September 30, 2020. BC will provide comments on the draft annual report within 2 weeks of receiving the draft report from the City. Coordinated efforts between participants involved in the <i>Coordinated Clackamas County Stormwater Monitoring Plan (CCCSMP)</i> may be conducted to develop a joint annual

monitoring report. Contracting and coordination for this report has not been included as part of this phase.

Phase 2 Meeting Attendance and Facilitation

Objective	To facilitate (as requested) and attend Clackamas co-permittee coordination meetings and/or meetings with DEQ or other Phase I jurisdictions, on behalf of the City.
Activities	BC will facilitate (as requested) and attend Clackamas co-permittee meetings to ensure consistency, efficiency, and coordination on specific permit compliance issues with other co-permittees. In addition, BC will attend and assist with meetings that may be held with DEQ and/or other Phase I jurisdictions to negotiate permit terms for the next issuance of the permit.
Deliverables	Agendas, presentation materials, and meeting minutes will be provided for meetings facilitated by BC, or as requested by the City.
Assumptions	Assumptions for Phase 2 include the following: <ul style="list-style-type: none"> • BC's effort will be billed on a time-and-materials basis for a not to exceed amount as shown in the budget table at the end of this Exhibit. • As necessary, BC will coordinate scheduling of the meetings among interested Clackamas co-permittees. • Meeting venues will be provided by Clackamas co-permittees. • This phase will be cost-shared among other Clackamas co-permittees and Phase I jurisdictions, as contracts allow.

Phase 3 Permit Negotiation

Objective	To assist the City and Clackamas co-permittees in negotiating feasible, implementable, permit terms for the next issuance of the NPDES MS4 permit.
Activities	Up to the hours allotted, activities under Phase 3 may include: <ul style="list-style-type: none"> • Review and evaluate proposed draft permit language from DEQ with respect to the City's current program. • Conduct research regarding issues of concern in draft permit language. • Attend meetings to negotiate draft permit language with DEQ. • Prepare comment letters documenting the City's response related to draft permit language.
Deliverables	Draft and final letters providing the City's comments on the applicant review draft and public review draft of the permit.
Assumptions	Assumptions for Phase 3 include the following: <ul style="list-style-type: none"> • The City will provide one set of consolidated comments on the draft comment letters prepared by BC. • BC's effort for meetings and negotiations will be billed on a time-and-materials basis for a not to exceed amount as shown in the budget table at the end of this Exhibit. • This phase will be cost-shared among other Clackamas co-permittees, as contracts allow.

Phase 4 Development Review and Design Manual Support

Objective	To provide support to City staff in implementation of the City's stormwater design standards and Best Management Practices (BMP) sizing tool.
Activities	The BC team will provide assistance on an on-call basis to support implementation of the City's updated stormwater design standards and BMP sizing tool. Potential activities include the following: <ul style="list-style-type: none"> Assist the City with adaptive management of the Stormwater and Grading Design Manual. Adaptive management changes may be required based on final permit language. Assist the City in responding to questions from developers. Assist in providing information at City Council meetings as requested.
Deliverables	Deliverables will be based on City requested activities.
Assumptions	BC's effort will be billed on a time-and-materials basis for a not to exceed amount as shown in the budget table at the end of this Exhibit.

Phase 5 Sizing Tool Updates

Objective	Update the sizing tool to address agreed upon changes requested by the City, Clackamas County Water Environment Services (WES), and the City of Wilsonville.
Activities	Activities budgeted under Phase 5 include: <ul style="list-style-type: none"> Prepare a list of requested changes to the BMP sizing tool and associated costs. Work with the City, WES, and the City of Wilsonville to develop a finalized list of requested changes to the tool. Make requested revisions to the BMP sizing tool. Perform testing on the updated BMP sizing tool. Update the BMP User's Guide to reflect any changes made to the tool.
Deliverables	Deliverables for Phase 5 include the following: <ul style="list-style-type: none"> Draft and final lists of requested changes to the BMP Sizing Tool. Draft and final versions of the updated BMP Sizing Tool User's Guide reflecting changes.
Assumptions	Assumptions for Phase 5 include the following: <ul style="list-style-type: none"> Changes to the tool will be cost-shared with WES and the City of Wilsonville, as contracts allow. Given that changes are not currently known, BC's effort will be billed on a time-and-materials basis for a not to exceed amount as shown in the budget table at the end of this Exhibit.

Phase 6 TMDL and Monitoring Plan Support

- Objective** To assist the City in addressing new requirements as they arise related to the anticipated Willamette River Mercury TMDL.
- Activities** BC will review the Willamette River mercury TMDL and related new conditions in the anticipated renewed MS4 NPDES permit related to monitoring. Support will be provided for complying with new requirements. Potential tasks include the following:
- Provide support to Clackamas co-permittees as requested to update the Comprehensive Clackamas County Stormwater Monitoring Plan to address any new monitoring related requirements in the anticipated MS4 NPDES permit.
 - Assist the City in preparing to address a new anticipated requirement to develop a mercury minimization plan.
- Deliverables** Deliverables will be based on City requested activities.
- Assumptions** Assumptions for Phase 6 include the following:
- This phase will be cost-shared among other Clackamas co-permittees, as contracts allow.
 - BC's effort will be billed on a time-and-materials basis for a not to exceed amount as shown in the budget table at the end of this Exhibit.

Phase 7 Stormwater Planning Activities

- Objective** To update the City's Stormwater Management Plan (SWMP) for consistency with new permit requirements and to provide support for Stormwater Master Planning related tasks.
- Activities** Activities budgeted under Phase 7 include:
- Assist in the identification of required updates to the SWMP based on new permit requirements once the permit is issued.
 - Assist in the development of updates to the SWMP and associated materials to address gaps. One of the anticipated updates includes addressing requirements for winter maintenance activities.
 - Assist with tasks as requested to support the City's implementation of the Stormwater Master Plan. This could include preparing materials to support the City's response to third party groups.
- Deliverables** Deliverables will be based on City requested activities.
- Assumptions** Support will be provided based on hours allotted.

Phase 8 Project Management

- Objective** To oversee project schedule, scope, and budget and maintain communications with the City.
- Activities** Activities budgeted under Phase 8 include:
- Overall budget and schedule management
 - Monthly invoicing with detailed progress reports
- Deliverables** Monthly project progress reports with invoices
- Assumptions** The estimated project duration is 12 months.

Brown and Caldwell Budget

May 29, 2020

Oregon City, City of (OR) -- Oregon City NPDES 2020-21													
Phase	Phase Description	Reininga, Krista PM	Eidon, Miranda PA	Wieland, Angela M	Davis, Matthew H	Bell, Janice	Wilson, Joanna B	Pare, Wendy M	Glass, Michael R	Suesser, Thomas	Total Labor Hours	Total Labor Effort	Total Effort
		\$258	\$91	\$226	\$226	\$158	\$91	\$127	\$127	\$115			
001	Support for Annual Report	2	0	2	0	0	0	2	20	0	26	3,762	3,762
002	Meeting Facilitation	20	0	20	0	0	0	0	0	0	40	9,680	9,680
003	Permit Negotiations	40	0	8	0	0	0	0	0	0	48	12,128	12,128
004	Development Review	20	0	0	0	0	0	0	0	40	60	9,760	9,760
005	Sizing Tool Updates	20	0	0	40	40	0	0	0	0	100	20,520	20,520
006	TMDL and Monitoring Plan	6	0	10	0	0	0	8	30	0	54	8,634	8,634
007	SWMP Updates	20	0	12	0	0	0	8	40	0	80	13,968	13,968
008	Project Management	20	14	4	0	0	14	0	0	0	52	8,612	8,612
TOTAL		148	14	56	40	40	14	18	90	40	460	87,064	87,064

Hours and Dollars are rounded to nearest whole number.

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8b.

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8b.

Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

(iii) Not permit any lien or claim to be filed or prosecuted against 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 Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

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

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, 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 Consultant by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (4/2017)

Page 2 of 5

EXHIBIT B

Page 140

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8b.

Consultant 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, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

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

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

13. Indemnity and Insurance.

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

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

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

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

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

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

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8b.

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

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 Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

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

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

24. Arbitration.

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

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

(b) The party desiring such arbitration shall give written notice to that effect to the other party

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8b.

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.

(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

Staff Report

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

To: City Commission **Agenda Date:** 07/15/2020
From: Human Resources Director Patrick Foiles
City Manager Tony Konkol

SUBJECT:

City Manager Salary Adjustment

STAFF RECOMMENDATION:

Staff requests the City Commission approve and authorize the processing of a two and a half percent (2.5%) salary increase retroactively effective April 1, 2020 for the City Manager.

BACKGROUND:

The City Manager's annual evaluation was initially conducted on December 18, 2020. At that time the Commission deferred any salary adjustment or merit pay decision to July of 2020. The Commission conducted an evaluation of the City Manager's performance on July 7, 2020 in Executive Session. As part of the evaluation, the Commission discussed appropriate levels of compensation to recognize the City Manager's accomplishments. The Commission reached consensus to grant City Manager, Tony Konkol, a two and a half percent (2.5%) salary increase, retroactively effective April 1, 2020. Effective July 1, 2020 the City Manager, along with all management employees, will receive the already approved cost of living adjustment (COLA) of three percent (3%).

OPTIONS:

1. Approve the salary increase.
2. Change the salary increase percentage and/or add merit pay.
3. Deny the salary increase and bring back for further discussion.

BUDGET IMPACT:

Amount: Estimated to be \$6,000/year (salary plus benefits)
FY(s): 2019-2021

Funding Source(s): Multiple Funds



City of Oregon City

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

Item 8d.

Meeting Minutes - Draft

City Commission

Wednesday, May 6, 2020

7:00 PM

Commission Chambers

REVISED

1. Convene Regular Meeting and Roll Call

Mayor Holladay called the meeting to order at 7:15 PM.

Present: 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

Staffers: 11 - City Manager Tony Konkol, City Attorney William Kabeiseman, Police Chief and Public Safety Director James Band, Community Development Director Laura Terway, Public Works Director John Lewis, City Recorder Kattie Riggs, Sr. Planner Christina Robertson-Gardiner, Economic Development Manager James Graham, Finance Director Wyatt Parno, Greg Williams and Interim Community Services Director Don Robertson

2. Flag Salute

3. Ceremonies, Proclamations

3a. Proclamation for Historic Preservation Month

Mayor Holladay declared May 2020 as Historic Preservation Month.

4. Citizen Comments

Betty Mumm, resident of Oregon City, discussed an option for curb side pick-up for library materials and asked how park hosts were going to keep children off play equipment. She also requested that the Police Chief give current statistics on domestic violence, child abuse, and suicide in Oregon City.

Greg Williams, Library Director, said they were operating under the Governor's executive order and guidance from the State Library of Oregon. In-person offerings needed to be minimized at this time and they were eagerly awaiting new guidance to bring services back.

5. Adoption of the Agenda

Two items were added to the agenda: Water Board Park and the Commission's support to work within the recovery plan put forth by the State and limited authority of the individual members of the Commission. The agenda was adopted as amended.

6. Public Hearings

7. General Business

7a. Heritage Stand Nomination for Mountain View Cemetery

Laura Terway, Community Development Director, presented the Heritage Stand Nomination for Mountain View Cemetery. These were three giant Sequoia trees near the Veterans Memorial and Parents of Murdered Children Memorial. She discussed the criteria for designation and the recommendations of approval from Friends of Mountain View Cemetery, Barclay Hills Neighborhood Association, Oregon City Parks Foundation, Natural Resources Committee, and Parks and Recreation Advisory Committee. Staff recommended approval as well. Removal of any heritage tree would require City Commission approval except for hazardous trees as determined by the Community Services Director.

A motion was made by Commissioner McGriff, seconded by Commissioner Smith, to approve the Heritage Stand nomination for Mountain View Cemetery. The motion carried by the following vote:

Aye: 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

7b. Contract with Kerr Contractors Oregon LLC for the Construction of the Molalla Avenue Streetscape Project (CI 18-004)

John Lewis, Public Works Director, said this contract would award the bid for the Molalla Avenue Streetscape Project to Kerr Contractors LLC for \$8,999,276.20. He discussed the Hilltop Mall letter, traffic impacts during construction, bids received, project costs and funding, and project status and timeline.

There was discussion regarding the alternatives for Beaver Creek to Warner Milne, how changes would delay the project, making a temporary change to see if it worked before making it permanent, traffic projections, and outreach to the community and Hilltop Mall.

Craig Danielson, business owner in Oregon City, discussed his recommendation not to make any changes to the north-side of the intersection of Molalla Avenue and Beaver Creek Road. The traffic report indicated that would be the best for safety and to prevent traffic back-ups that would block the entrances to the businesses in Hilltop Mall who were already struggling due to Covid-19. He was also concerned about the expansion of the Molalla streetscape as he thought it would increase traffic on Beaver Creek Rd. and Hwy 213 which was in conflict with the City's agreement with ODOT (Oregon Department of Transportation).

William Gifford, resident of Oregon City, was in full support of the project. He thought there was misjudgment in the changes proposed for the north-side of Beaver Creek which was not in the original plan. He suggested they leave it the way it was for now. If cars merged before Beaver Creek the traffic would back-up and negatively impact the access to the Hilltop Mall. He also mentioned that there needed to be fair and equitable ways for businesses to reopen and still remain safe.

There was discussion regarding project delays if a change was made and the reasons for the proposed improvements to the north-side of Beavercreek Road.

Amy Willhite, resident of Oregon City, said these improvements were part of the plan before the open houses and she was surprised at the last-minute comments. She was in favor of what was being proposed for this portion of the project.

Mayor Holladay thought they should table this item and revisit the section from Clairmont Rd. to Molalla Ave. until there was a consensus.

Commissioner McGriff would like something worked out with Hilltop Mall.

A motion was made by Commissioner Lyles Smith, seconded by Commissioner Smith, to approve the contract with Kerr Contractors Oregon LLC for the construction of the Molalla Avenue Streetscape Project (CI 18-004) as presented in the staff report. The motion passed by the following vote:

Aye: 3 - Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

Nay: 2 - Mayor Dan Holladay and Commissioner Frank O'Donnell

7c. Public Improvement Contract with Tapani, Inc. for the Construction of Tyrone S. Woods Memorial Park

Don Robertson, Interim Community Services Director, presented the public improvement contract with Tapani, Inc. for the construction of Tyrone S. Woods Memorial Park. He gave a background on the park planning, bid process, and what was included in the construction. The total cost of \$2,603,000 would be funded through Park SDCs and grants.

Mike Mitchell, resident of Oregon City, urged approval of the contract and the four additions as recommended by staff. This project had taken too long to move forward, it would be the only park east of Hwy 213, and would be the first dog park in the City.

Wyatt Parno, Finance Director, explained there was funding for both the base bid and the four additions.

Tony Konkol, City Manager, said once the bid came in and they weren't able to get as many amenities as they wanted, they had a discussion with Finance and Parks about the budget and what could be done in the first phase.

A motion was made by Commissioner McGriff, seconded by Commissioner Lyles Smith, to approve the Public Improvement Contract with Tapani, Inc. for the construction of Tyrone S. Woods Memorial Park. The motion carried by the following vote:

Aye: 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

7d. Regional Wastewater System Cooperative Intergovernmental Agreement

Mr. Konkol discussed the Regional Wastewater System Cooperative Intergovernmental Agreement. This agreement was the result of a regional conversation concerning city representation and decision making on the Water Environmental Services Advisory

Committee. He gave highlights of the changes that would be included in the agreement.

Mayor Holladay explained the process for these changes and how he thought it was the best that they could get.

Commissioner Smith questioned if this was the best they could get. He would be voting no because it didn't change anything and boxed the City in even more in the future.

Commissioner Lyles Smith saw this as a way for the City to be better informed and engaged.

Mayor Holladay said the cities would now be choosing their own representatives on the Advisory Committee who would take the information back to their jurisdictions. They had a better working relationship with the County now, then there had been in years.

Commissioner O'Donnell was proud of all the mayors standing together. He was in favor of the agreement.

A motion was made by Commissioner O'Donnell, seconded by Commissioner McGriff, to approve the Regional Wastewater System Cooperative Intergovernmental Agreement. The motion passed by the following vote:

Aye: 4 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith and Commissioner Denyse McGriff

Nay: 1 - Commissioner Rocky Smith Jr.

7e.

Temporary Shower Trailer at Father's Heart in Oregon City

Mr. Konkol discussed how Covid-19 had impacted social services available to the homeless community. The Father's Heart proposed to put a temporary shower facility one or two days per week on Washington Street in conjunction with other resources being currently provided. He described the operational plan for the facility.

Nancy Bush, Clackamas County Emergency Operations Center, mentioned that before Covid-19 they were offering 108 showers per week at Father's Heart and there were several places the homeless population could go to that were now closed.

Commissioner McGriff sent information to the surrounding property owners and McLoughlin neighborhood about the proposal and she listed the concerns that she had received. They thought there needed to be a larger location and this site was not adequate for what they were trying to do.

There was discussion regarding the neighborhood's concerns and the small number of showers that would be offered by appointment only.

Commissioner Lyles Smith was in favor of this proposal, but thought the Commission should have a check-in to see how it was going in a couple of weeks. Commissioner Smith agreed.

Commissioner O'Donnell was willing to try it, but wanted it closely monitored. He suggested having it one day a week for two weeks and if it was successful it could be two days a week for two weeks.

Kattie Riggs, City Recorder, said six written comments had been submitted on this item and were in the record.

Jay Pierce, resident of Oregon City, was against this proposal. It would go against the grain of the neighborhood and he thought it would add to the existing problems. The issue needed to be addressed in a more comprehensive way and Father's Heart did not have the facilities to do this.

Brandy Johnson, resident of Oregon City, was in support of the request. There was a desperate need for the unsheltered to have access to soap and water. Several of the people served by Father's Heart were employed but living in their vehicles or outdoors due to housing costs. They were trying to maintain employment, but required access to showers. Efforts were being made in other communities to provide a shower cart and Oregon City was being asked to be part of the solution.

Mr. Konkol clarified the location of the shower facility would be located in the back parking lot at the corner of 12th and John Adams.

Mayor Holladay suggested using school showers since they were currently all closed instead of a portable shower.

Commissioner McGriff supported having a facility for two weeks on a trial basis and then reporting back any complaints to the Commission.

Commissioner O'Donnell thought they should consider the option of using school showers. Ms. Bush said they had explored using Clackamas Community College's facilities.

Commissioner Lyles Smith suggested a discussion about Father's Heart in general and the concerns of the neighborhood.

A motion was made by Commissioner O'Donnell, seconded by Commissioner McGriff, to approve the Temporary Shower Trailer at Father's Heart for a trial period of two weeks to be operated as defined for one day per week with the process to be monitored and reports back to the City. Ms. Bush would investigate the Mayor's solution. The motion carried by the following vote:

Aye: 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

7f.

Waiver for Non-Profit Organizations of the Annual Permit for Banners in the Right-of-Way and Street Light Pole Banner Installation/Removal Permit Fees

A motion was made by Commissioner McGriff, seconded by Commissioner Smith, to approve the waiver for non-profit organizations of the annual permit for banners in the right-of-way and street light pole banner installation/removal permit fees for the remainder of 2020. The motion carried by the following vote:

Aye: 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

8. Consent Agenda

A motion was made by Commissioner McGriff, seconded by Commissioner Smith, to approve the consent agenda. The motion carried by the following vote:

Aye: 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

- 8a. Resolution No. 20-13, Extending the State of Emergency Declaration in Oregon City due to the COVID-19 Pandemic
- 8b. Resolution No. 20-12, Supporting Willamette Falls and Landings Heritage Area Coalition and Urging Congress to Create a Willamette Falls National Heritage Area
- 8c. Resolution No. 20-11, Initiating the Vacation of a Section of Right-of-Way Adjacent to 13735 Lazy Creek Lane
- 8d. Contract Amendment No. 1 with Brown and Caldwell for the Scattering Canyon Water Quality / Channel Stabilization Project
- 8e. Minutes of the March 4, 2020 Regular Meeting
- 8f. Minutes of the March 18, 2020 Regular Meeting

8. Consent Agenda

Commissioner McGriff suggested staff prepare an Ordinance to add the portion of the upper yard on Center Street to Water Board Park. She also recommended the Camp Adair buildings be advertised for a certain time, documented by a qualified professional, and removed.

Commissioner O'Donnell thought a final decision on the armory should be included in this work. Mr. Konkol clarified the armory was owned by the state and the state was running that process.

Commissioner Lyles Smith thought these should be handled separately.

A motion was made by Commissioner McGriff, seconded by Commissioner Smith, to direct staff to prepare an ordinance designating the upper yard on Center Street as an addition to Water Board Park and to explore removal, salvaging, or demolition of the Camp Adair buildings. The Commission expressed support for the state demolition of the armory building. The motion carried by the following vote:

Aye: 5 - Mayor Dan Holladay, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

8. Consent Agenda

Commissioner O'Donnell discussed how the Commission should voice their opinions and differentiate when making those opinions as elected officials or as personal opinions.

Bill Kabeiseman, City Attorney, discussed the difference between first amendment rights of a person to speak their opinion and their role as a public official. The City Commission represented the City and was authorized to speak on the City's behalf. He read from the Boards and Commission Manual about this issue. As a general practice, he thought the Commission should distinguish when they were talking on behalf of the City and when they were giving their personal opinion.

There was consensus to continue the meeting past 10:00 PM.

Commissioner Smith said the issue was whether one member of the Commission could make statements about the City without the authorization of the Commission as a whole. He pointed out the differences in what other mayors said versus what Mayor Holladay said. He thought Mayor Holladay was encouraging citizens to violate guidelines and had spoken for the Commission. He did not think that was acceptable.

Commissioner O'Donnell wanted to make it clear that the Commission wanted to reopen, but to do it in the framework of the law. He also wanted to make sure when elected officials were speaking as private citizens, it was made absolutely clear.

Mayor Holladay did not think the number of Covid-19 cases in Oregon City justified the economic devastation the business closures were causing. He was not going to be silenced because the Commission did not agree with him. He was not speaking for the City and tried to convey that.

Commissioner Smith thought they needed to change the guidelines or Charter so there was a way to deal with these situations.

Commissioner Lyles Smith said the Commission was shown as being in opposition to reopening. She thought all of the Commission wanted to reopen the City. They were not being fairly represented.

Mayor Holladay said he would do his best to clarify that he was speaking as a private citizen every time he spoke to the public.

There was a question regarding the extension of the state of emergency resolution that had been on the consent agenda. Mr. Konkol stated when they prepared the staff report, staff requested that the emergency declaration be extended until June 18, 2020. After that went out, the Governor extended the state's emergency order to July 6, 2020. There was a difference in dates, but he did not think it impacted the City.

Mayor Holladay said he would like to reopen the parks. Mr. Konkol said currently the parks were open, however picnic structures and playground equipment were cordoned off in compliance with the executive order. Staff had been reallocated to act as park hosts to remind people of physical distancing and there was signage available as well.

9. Communications

There were no communications.

a. City Manager

There was no City Manager's report.

Robert Libke Public Safety Building Construction Progress Update

b. Commission

c. Mayor

10. Adjournment

Mayor Holladay adjourned the meeting at 10:36 PM.

Respectfully submitted,

Kattie Riggs, City Recorder