



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED AGENDA

Commission Chambers, 625 Center Street, Oregon City
Wednesday, September 16, 2020 at 7:00 PM

EXECUTIVE SESSION: To immediately follow the regular meeting of the City Commission held in the Commission Chambers at City Hall.

- i. PURSUANT TO ORS 192.660(2)(h): To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

REGULAR MEETING OF THE CITY COMMISSION

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@orc.gov.*
- *Phone call (Monday – Friday, 8 am – 5 pm) to 503-496-1505, all messages will be relayed and/or citizens can sign-up to be called during the meeting to provide over-the-phone testimony.*
- *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**
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.](#) Update on Temporary Shower Trailer at Milner Veterinary Hospital Located at 1034 Molalla Avenue in Oregon City
- [7b.](#) Real Estate Contract for the Sale of the Oregon City Police Department Property Located at 320 Warner Milne Road to Clackamas County Vector Control District
- [7c.](#) Tourism Infrastructure Support Initiative
- [7d.](#) Resolution No. 20-27, Extending the State of Emergency Declaration in Oregon City due to the Wildfires in Clackamas County and Throughout the State of Oregon

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.](#) Personal Services Agreement with DOWL, LLC for the Holcomb Boulevard Rectangular Rapid Flashing Beacon (RRFB) Project (CI 20-009)
- [8b.](#) Award of Public Improvement Contract for the Noble Ridge Pump Station Upgrade Project
- [8c.](#) Urban Renewal Commission Member Appointment
- [8d.](#) OLCC: Liquor License Application – Off-Premises with Fuel Pumps, applying as an incorporated business, Leathers Enterprises, Inc. (dba Leathers Shell #24 – Hilltop Market), 1002 Molalla Ave., Oregon City
- [8e.](#) OLCC: Liquor License Application – Full On-Premises, Commercial, applying as an LLC, The Hive Catering Co., LLC, 602-604 7th Street, Oregon City
- [8f.](#) OLCC: Liquor License Application – Off-Premises, applying as a Corporation, Arak Corporation (dba Capitol Mart), 223 High Street, Oregon City
- [8g.](#) OLCC: Liquor License Application – Full On-Premises, Commercial, applying as an LLC, T9 Tacos LLC (dba OC Tacos), 1128 Main Street, Suite F, Oregon City
- [8h.](#) OLCC: Liquor License Application – Limited On-Premises, applying as an LLC, Haney LLC (dba Yvonne’s At Singer Hill, 623 7th Street, Oregon City)

9. COMMUNICATIONS

City Manager

Commissioners

Mayor

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
From: City Manager Tony Konkol

Agenda Date: 09/16/2020

SUBJECT:

Update on Temporary Shower Trailer at Milner Veterinary Hospital Located at 1034 Molalla Avenue in Oregon City

STAFF RECOMMENDATION:

Staff recommends approval for Love One to continue to locate and operate a temporary shower trailer at Milner Veterinary Hospital at 1034 Molalla Avenue in Oregon City for one day a week and to transition the service to be provided one day every week in November.

EXECUTIVE SUMMARY:

The COVID-19 event has severely impacted the social services available to the homeless community throughout the state, region and within Oregon City. The importance of personal hygiene has been identified as a necessary and effective method to reduce the spread of the COVID-19 virus. As social service facilities and resources have been reduced during this event, the provision of clean, safe and accessible shower facilities has been identified as a need within the homeless community. The Molalla Avenue property has been successful in providing showers since approved. LoveOne has requested to transition to providing the service once a week on Sundays beginning in November.

BACKGROUND:

At the August 5, 2020 City Commission meeting the Commission approved a temporary shower trailer to be located at Milner Veterinary Hospital and organized by LoveOne. The Commission requested an update on the temporary shower to be presented at the September 16, 2020 Commission meeting.

The temporary shower trailers have been deployed at Milner Veterinary Hospital on the first and third Sundays beginning August 16, 2020. LoveOne provided shower services to six citizens during the first event, eight citizens during the second event and three citizens during the third event over the Labor Day weekend. LoveOne met with

surrounding neighbors, attended the Barclay Hills Steering Committee meeting and the Barclay Hills Neighborhood Association meeting.

All three events were successful without any concerns on-site or issues with the infrastructure. In addition to the showers, LoveOne provided on-site wraparound support for those utilizing their services. Due to the success of the events, LoveONE would like to continue to provide temporary shower trailers on the first and third Sundays through September and October. LoveOne has requested the ability to expand the event to every Sunday beginning in November with minor changes to the hours of operation to coincide with the shortened hours of daylight.

The following was presented at the August 5, 2020 City Commission meeting.

Father's Heart originally offered 108 showers weekly. With the COVID-19 restrictions, this service has been drastically limited, and only 40 showers per week are being provided. At the May 6, 2020 City Commission meeting the Commission approved a temporary shower trailer be located at Father's Heart. After that meeting, Father's Heart decided to open their facility and allow shower service to resume within, therefore not needing the temporary shower trailer. The Commission later approved a temporary shower trailer location at 902 Abernethy Road. After two weeks of providing services at this location there were no users.

Love One has identified an alternative location at Milner Veterinary Hospital, which is located at 1034 Molalla Avenue. The proposed operation plan includes bringing the trailer to the Molalla Avenue property on Sundays. The trailer will be onsite for 5 hours and available from 4pm - 9pm. The trailer will not be located on the property when not in use. During shower operations staff will follow strict personal protection gear guidelines and the showers will be cleaned between each use per CDC guidelines. Towels, clothes, and laundry service would be provided. It is anticipated that the trailer would be brought to the property until such time that the social service providers that provided shower facilities pre COVID-19 are available again, this is not intended to be a permanent, long-term facility provided on the property. Additional information provided by Love One is attached.

OPTIONS:

1. Authorize the City Manager to move forward with allowing a shower trailer at 1034 Molalla Avenue.
2. Do not authorize the City Manager to move forward with allowing a shower trailer at 1034 Molalla Avenue.
3. Direct the City Manager to investigate alternatives that have not been identified or considered.

Barclay Hills Neighborhood Association (BHNA) Minutes September 8, 2020

Call to Order and Introductions 7:00PM

BHNA Reports & Maintenance

- Minutes July 14, 2020 approved motion by Janice Morris, 2nd by Aaron Wolf, all in favor and no opposed
- Treasurer Report \$84.54 cash, \$50 Grocery Outlet gift card
- CIC Update - waste water pipes being replaced, ask residents to complete the OC2040 survey Online
- *No Special Election for Secretary/no candidates present*

Land Use Presentations:

AT&T small cell facility by Chris Baideumann

- Location at 798 Holmes Lane/Molalla Ave
- Upgrades and extra service connections at site of existing pole
- No questions or resident concerns

Meeting set back requirements for utilities by Majo Ahrens

- Location 220 Terrace
- Easement moving 6ft into neighbor's property for compliance for sewer 6-7ft
- No questions for resident concerns

Barclay Hills Park Vandalized

- Presented by neighbor John Guptac, desired to alert neighbors
- Graffiti on the park fence and neighbor wooden fences
- Neighbors took pictures and cleaned
- Desiring neighbors to be watchful and possibly more supervision by police
- Chair said she would follow up neighborhood police and suggested to bring concerns to a city commission meeting for public comment

Temporary Shower Trailer at Milner Veterinary Hospital

- Hosted by LoveOne (represented by Brandi Johnson) and Clackamas Homeless Solutions Coalition (Bill Stewart)
- Went well and would like to continue, new owner of Milner will allow. Plans on continuing Sundays from 6-8PM and can only host 12 showers a time because of State requirements on regulation because of hygiene and COVID19
- Addressing the homeless crisis especially at Newell Creek Canyon and to address needs because of COVID 19
- Parking area is cleaned up afterwards (as if they were not there)
- Addressing homeless support needs, self care, and trying to set them up with temporary housing
- Resident brought up concerns about notifying Trimet of the events before the event to help drivers equip for more riders from the event
- Resident who couldn't make the meeting submitted a letter read out lead by vice chair Aaron Wolf
 - Described his own experience being homeless 20 years ago and the pivotal difference access to weekly showers made in his getting a job and off the street.

Update with Metro:

- Utilize services from nonprofits by connecting with Clackamas County to reach out to the homeless before moving residents from the Newell Creek Canyon
- Currently not removing homeless actively because of the risk of COVID 19
- The trail construction in Newell Creek Canyon was worked on this summer and will be next summer to be completed Fall 2021. Cannot work in the winter because it is too muddy.
- The current plans no longer show a trailhead at Newell Crest
- Will try to get them to present to BHNA March 2021

Invited neighbor discussion after the meeting

Meeting Adjourn 7:37PM

BHNA 9/9/2020
Contact info [REDACTED]

name	date	Contact info
Chris Baudenmann	9/9/2020	[REDACTED]
Jenice		[REDACTED]
Franklin		[REDACTED]
BRENDA JOHNSON		[REDACTED]
Jo Bauswein		[REDACTED]
marissa long		[REDACTED]
Kathryn Parker		[REDACTED]
Lucas Long		[REDACTED]
Bill Stewart		[REDACTED]
Majo Ahrens		[REDACTED]
Aaron Wolf		[REDACTED]
Trish Olson		[REDACTED]
Lana Mitskan		[REDACTED]
John Gupen		[REDACTED]
Sharon Conyell		[REDACTED]
Gusty Schaffer		[REDACTED]



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 09/16/2020

SUBJECT:

Real Estate Contract for the Sale of the Oregon City Police Department Property Located at 320 Warner Milne Road to Clackamas County Vector Control District

STAFF RECOMMENDATION:

Staff recommends that the City Commission authorize the City Manager to execute the real estate contract with Clackamas County Vector Control District. 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 attached real estate contract is for the purchase of 320 Warner Milne Road to Clackamas County Vector Control District. The buyer is offering a non-refundable earnest money deposit of \$5,000 that would be applied toward the \$2,800,000 million dollar purchase price. The Buyer's due diligence period will be no more than ninety days and expire on December 15, 2020 and the sale will also close on December 15, 2020. Further details are in the attached contract.

BACKGROUND:

The Oregon City Police, Municipal Court, and Code Enforcement departments are currently operating in the building located at 320 Warner Milne Road, which was purchased by the City of Oregon City in the 1980s. Construction of a new public safety facility for the above-mentioned departments is underway at the site of the old Mt. Pleasant School, 1232 Linn Avenue, with a targeted completion date of October, 2020. Proceeds from the sale of the current property are needed to pay for the new construction budget.

OPTIONS:

1. Authorize the City Manager to execute the real estate contract with Clackamas County Vector Control District.
2. Deny the real estate contract with Clackamas County Vector Control District.

BUDGET IMPACT:

Amount: \$2,800,000.00

FY(s): 2020 - 2021

Funding Source(s): Revenue

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (this "**Contract**") is entered into as of September __, 2020 ("**Effective Date**"), by and between **City of Oregon City**, an Oregon municipal corporation ("**Seller**"), and **Clackamas County Vector Control District**, an Oregon Special District ("**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 and 00/100 Dollars (\$2,800,000.00, "**Purchase Price**"). The Purchase Price shall be paid as follows:

a. A Non-Refundable Earnest Money Deposit in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) (the "**Earnest Money Deposit**") shall be deposited by Buyer with Fidelity National Title Insurance Company located at 900 SW Fifth Avenue, Portland, Oregon 97204, Attention Shawnda Reszel, phone (503) 222-2424 and email shawnda.reszel@fnf.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 proration 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;

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

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

c. 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;

d. 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;

e. 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;

f. 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;

g. 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;

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

i. 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 for 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 Sixty-five (65) 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 Seller 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 Seller 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 Phase I Environmental Assessment. Buyer, at its sole expense, may obtain a Phase I Environmental Assessment of the Realty. 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-five (65) 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 Seller 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 Seller 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 environmental objections and waived any rights against Seller relating thereto.

6 Title Contingency. Within five (5) business days after the Effective Date, Seller shall deliver or cause to be delivered to Buyer preliminary title report (the "**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 Commitment to deliver to Seller in writing any objection to a matter shown on the Commitment 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 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 Seller 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 case the Earnest Money Deposit shall be disbursed to Seller 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 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**").

7 Buyer's Due Diligence Period. Buyer shall have until December 15, 2020, no more than ninety days, to satisfy itself concerning all aspects of the Property and prospective purchase as set forth in paragraphs 4, 5, and 6 ("**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 and the parties shall have no further obligations hereunder except those provisions that expressly survive.

8 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.

9 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 December 15, 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.

10 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.

11 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 one percent (1%) 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 one percent (1%) 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.

12 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.

13 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.

14 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.

15 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: Clackamas County Vector Control District
 1102 Abernethy Road
 Oregon City, OR 97045
 503.655.8394
 Attn: , Email:

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@orcify.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.

16 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. 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.

17 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.

18 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.

19 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.

20 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.

21 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.

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

23 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.

24 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.

25 Prior Agreements. This Contract supersedes and replaces all written and oral agreements previously made or existing between the parties, if any.

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

27 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.

8 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.

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.

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:
Clackamas County Vector Control District

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
From: City Manager Tony Konkol

Agenda Date: 09/16/2020

SUBJECT:

Tourism Infrastructure Support Initiative

STAFF RECOMMENDATION:

Staff recommends approval of the tourism infrastructure support initiative.

EXECUTIVE SUMMARY:

The COVID-19 Pandemic has negatively impacted many industries, institutions, and agencies all over the country. It has greatly challenged the operational profitability of virtually every industry in the United States including nonprofit and for-profit entities in Oregon City. The Economic Development Department proposes to utilize funds provide through the CARES ACT to establish a forgivable loan program to help restaurants and private nonprofits that support tourism to establish processes or to purchase technological innovation to be more resilient and agile going forward.

BACKGROUND:

The COVID-19 Pandemic has negatively impacted many industries, institutions, and agencies all over the country. It has greatly challenged the operational profitability of virtually every industry in the United States including nonprofit and for-profit entities in Oregon City. It has especially hurt the tourism industry, including private nonprofits that support tourism and have not received any support from Oregon City Government. The restaurant industry has faced its own market challenges including the lack of customer confidence to frequent these establishments, and the inability to garner the level of income to maintain operations over the long-term.

The Re-Imagine Opportunity Fund will provide forgivable loans to restaurants and to private nonprofit that complement and support the tourism industry of Oregon City. These eligible industries must demonstrate the ability to implement new innovative initiatives to sustain their operations. Funds provided by the Re-Imagine Opportunity Fund are awarded to eligible applicants that implement plans that make their operations more agile, adaptive, efficient, and effective over the long-term. Re-Imagine Fund

recipients are typically existing restaurants and tourism-related private nonprofits that have found innovative ways of operating because of and despite the COVID-19 Virus and can quickly implement changes to their operations.

OPTIONS:

1. Approve the implementation of the tourism infrastructure support initiative.
2. Do not approve the tourism infrastructure support initiative.

BUDGET IMPACT:

Amount: \$275,000

FY(s): 2020/2021

Funding Source(s): CARES ACT



Economic Development Department

625 Center Street | Oregon City OR 97045
Ph (503) 657-0891 | Fax (503) 657-7026

RE-IMAGINE OPPORTUNITY FUND

Where Challenges Meet Innovation

FORGIVABLE LOAN AGREEMENT

This forgivable loan agreement (“Contract”), dated as of the date the contract is fully executed, is between the City of Oregon City, acting through its Economic Development Department (“OCED”) and _____ (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law.

This Contract includes Exhibit A – Program Guidelines and Exhibit B – Implementation Plan of the Recipient. OCED is authorized to enter into loan agreements and make loans from proceeds of the Federal Cares Act.

SECTION 1 – FUNDING ASSISTANCE

OCED shall provide Recipient, and Recipient shall accept from OCED, a forgivable loan (“the Loan”) in an aggregate amount not to exceed \$_____

SECTION 2 – DISBURSEMENT

- A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, OCED shall disburse the Loan to Recipient.
- B. Conditions Precedent to Disbursement. OCED’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OCED:
- (1) This Contract duly signed by an authorized owner and/or officer of Recipient;
 - (2) Such other certificates, documents, opinions, and information as OCED may reasonably require; and

- (3) Documentation satisfactory to OCED that, in addition to the Loan, Recipient has available or has obtained binding commitments for all funds necessary to complete the program.

OCED has no obligation unless it has appropriations, limitations, allotments or other expenditure authority sufficient to allow OCED, in the exercise of its reasonable administrative discretion, to disburse funds in accordance with the terms of this Contract, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OCED has no further obligation to disburse funds to Recipient.

SECTION 3 – USE OF LOAN; CARES ACT REQUIREMENTS

The Recipient shall use the Grant/Loan only for the activities in compliance with guidelines In Exhibit A. OCED must ensure that any distribution or payment of the federal funds paid under this Contract, by means of any grant, subgrant, contract or other agreement between Recipient and another party include the requirement that such funds must be used solely in a manner that complies with the provisions of the CARES Act.

Recipient must obtain at least three bids for the purchase of durable type purchases such machinery and equipment, and for contracted work associated with construction and/or renovation of building whether inside or outside. If renting, Recipient must obtain written permission from the landlord to make any changes to the building and/or space being leased.

SECTION 4 – LOAN REPAYMENT; LOAN FORGIVENESS

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. The obligations of Recipient to make all payments is absolute and unconditional. Payments will be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed, or otherwise modified in any manner whatsoever.
- B. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction, or constructive eviction, the taking by eminent domain or destruction of or damage to the Program, commercial frustration of purpose, any change in the laws, rules, or regulations of the United States of America of the State of Oregon, or the City of Oregon City, nor any failure of OCED to perform any agreement, whether express or implied, or duty, liability, or obligation arising out of or connected with the Program or this Contract, or any rights of set off, recoupment, abatement, or counterclaim that Recipient might otherwise have against OCED or any party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- C. Loan Terms and Conditions. If converted to a Loan, it will be for a term of 5 years at a n

simple interest rate of 8.25%, collateralized against the personal guarantee of the owner of the business or against the assets of the nonprofit entity. For example, if \$60,000 grant funds provide are converted into a loan, one's payment would resemble the following example:

Monthly Payment:	1,223.78
Principal Paid:	60,000.00
Interest Paid:	13,426.51
Total Paid:	73,426.51

SECTION 5 – COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OCED of any adverse change in the activities, prospects, or condition (financial or otherwise) or Recipient or the Program related to the ability of Recipient to make all payments and perform all obligations required by this Contract.
- B. Federal Funds. OCED's payments to Recipient under this forgivable loan will be paid by funds received by OCED from the United States Federal Government. Recipient, by signing this Contract, certifies neither it nor its employees, contractors, subcontractors or subrecipients who will perform the Project activities are currently employed by an agency or department of the federal government.
- C. Records Retention. Recipient will cooperate with OCED to provide all necessary financial information and records. Recipient will keep proper books of account and records on all activities associated with the forgivable loan, including, but limited to contractors' contracts, bids for work to be conducted, receipts of purchases and other supporting financial and material documents. Recipient will maintain these books of account and records from the date of this Contract until five years after the Project completion or the date that all disputes, if any, arising under this Contract have resolved.
- D. Inspection. The Recipient shall permit OCED or its designee(s) at any reasonable time, to inspect and make copies of any accounts, books, and records related to the project. The Recipient shall supply any project-related information as OCED may reasonably require.
- E. Notice of Event of Default. The Recipient shall give OCED prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- F. Indemnity. To the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless Oregon City Municipal Government, its officers, employees and agents

from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors, that is related to this initiative or project funded by this initiative.

SECTION 6 – REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OCED:

A. Organization and Authority.

- (1) The Recipient has all necessary right, power, and authority under its organizational documents and applicable Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive funding for the project.
- (2) This Contract has been duly executed by Recipient, and when executed by Oregon City Municipal Government, is legal, valid, and binding, and enforceable in accordance with their terms.

B. Full Disclosure. The Recipient has disclosed in writing to OCED all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, are integral to this Contract.

C. Pending Litigation. The Recipient has disclosed in writing to OCED all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting the Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project and/or the initiative or the ability of the Recipient to perform all obligations required by this Contract.

SECTION 7 – DEFAULT

Any of the following constitutes an "Event of Default":

- A. Payment Failure.** If these forgivable loan funds are not converted to a grant due to an Event of Default.
- B. Misleading Statement.** Any materially false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to the funding or project.

- C. Failure to Implement. If the Recipient fails to implement its approved plan associated with this initiative or provide misleading information regarding implementation, the grant funding will convert to a loan.
- D. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A through B of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OCED, OCED may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 8 – REMEDIES

Upon the occurrence of an Event of Default, OCED may pursue any remedies available under this Contract, at law or equity. Such remedies include, but are not limited to, termination of OCED’s obligations to provide funding or further disbursements, return all or a portion of the funding, declaration of ineligibly for the receipt of future funding from OCED. Oregon City may also recover all or a portion of the outstanding balance due under the initiative from Recipient by deducting the amount from any payment due to Recipient from Oregon City under any other contract or agreement, present or future, unless prohibited by state or federal law. If, as a result of an Event of Default, OCED demands return of all or a portion of the loan amount, Recipient shall pay the amount upon OCED’s demand. OCED reserves the right to turn over any unpaid debt from this Contract to a collection agency and may publicly report any delinquency or default. The remedies are cumulative and not exclusive of any remedies provided by law.

In the event OCED defaults on any obligation in this Contract, Recipient’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OCED’s obligations.

SECTION 9 – TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 8, OCED may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. It is realized that there is an unanticipated or anticipated shortfall in available resources.
- B. OCED fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OCED, in its reasonable discretion, to continue making payments under this Contract.
- C. There is a change in federal or state laws, rules, regulations or guidelines so that the initiative funded by this Contract is no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 10 – MISCELLANEOUS

- A. No implied Waiver. No failure or delay on the part of OCED to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege under this Contract preclude any other or further exercise thereof the exercise of any other such right, power, or privilege.
- B. Notices. Any notices, reports, or other documents required by this Contract shall be sent by these parties by the United States Mail, by hand delivery, or by electron means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight hours (48 hours) after mailing, unless sooner received.

Oregon City Economic Development Department
Attn: James Graham, Economic Development Manager
P.O Box 3040
625 Center Street
Oregon City, OR 97405

Recipient

- C. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties
- D. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- E. Successors and Assigns. This Contract will be binding upon and inure to the benefit of Oregon City, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without prior written consent of OCED.
- F. Integration. This Contract (including all exhibits, schedules, or attachments) constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- G. No Third-Party Beneficiaries. Oregon City and the Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third

persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly describes ad intended beneficiaries of the terms of this Contract.

H. Survival. All provisions of this Contract that by their terms are intended to survive shall termination of this Contract.

I. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to Oregon City by its attorneys.

The Recipient by its signature below, acknowledges that it has read this Contract, understands it and agrees to be bound by its terms and conditions.

Recipient:

City of Oregon City

By: _____
Anthony J. Konkol, III
City Manager

By: _____

Date: _____



RE-IMAGINE OPPORTUNITY FUND

Where Challenges Meet Innovation

**TOURISM INFRASTRUCTURE SUPPORT INITIATIVE
PROGRAM GUIDELINES**

**THE RE-IMAGINE OPPORTUNITY FUND
GUIDELINE SUMMARY**

TOURISM INFRASTRUCTURE SUPPORT INITIATIVE

FUNDING CRITERIA

\$275,000

The COVID-19 Pandemic has negatively impacted many industries, institutions, and agencies all over the country. It has greatly challenged the operational profitability of virtually every industry in the State of Oregon, and in Oregon City. It has especially hurt the tourism industry, including private nonprofit and for-profit entities that support tourism. The restaurant industry, in particular, has faced its own market challenges including the lack of customer confidence to frequent these establishments, and the inability to garner the level of income to maintain operations over the long-term.

The Re-Imagine Opportunity Fund will provide forgivable loans to businesses and nonprofits which support the visitor economy of Oregon City. This includes attractions, guides and outfitters, and independently owned members of the restaurant and hospitality sectors. Eligible entities must demonstrate the ability to implement new innovative programs, business strategies or initiatives to sustain their operations and support Oregon City’s growing tourism industry. Funding provided by the Re-Imagine Opportunity Fund are awarded to eligible applicants that implement plans that make their operations more agile, adaptive, efficient, and effective over the long-term.

Projects should create an enhancement to the visitor experience in Oregon City and should be intended to increase the likelihood of visitation from 50 miles outside the local area. The Re-Imagine Fund seeks to reward businesses and tourism-industry nonprofits that have found innovative ways of operating because of and despite the COVID-19 Virus or other regional emergencies and need capital funding to quickly implement these changes to their operations. Examples of these projects could include:

- Remodel, re-envisioning or expansion of business spaces to provide socially distant, yet engaging business layouts.
- Installation of PPE or other health related technology meant to provide a safe business environment for employees and customers
- Innovative outreach, marketing, or community engagement techniques
- Co-op production facilities designed to take advantage of emerging market trends
- Critical infrastructure improvements that will allow continuity of business operations

Restaurants considered for Re-Imagine Funds are businesses that have demonstrated their ability to implement good business practices and profitability over the past 3 years. Eligible applicants receiving grant funding must demonstrate the ability to be innovative, entrepreneurial, and forward thinking.

IMPLEMENTATION PLAN:

- **BUSINESS DESCRIPTION/BACKGROUND/HISTORY** – provide a short narrative about the history of your business or organization. Include how long you have been in operation, mission (if applicable), target customer base, current goals.
- **RE-IMAGINE FUND PROJECT DESCRIPTION** – Describe the project for which funding is requested (details should include primary goals and objectives for the project)
- **RE-IMAGINE FUND PROJECT STRATEGIES** – Please define the strategies or implementation steps you will implement to attain the identified goals. Please include program specifics, measurables, and define completion dates.
- **MEASURES OF PERFORMANCE** – How will you measure the success of your innovation project, in the short-term and the long-term. Please be as specific as possible.
- **MANAGEMENT TEAM (QUALIFICATIONS)**- Please provide a short narrative on the management team of your company/organization.
- **BUDGET** – Outline your funding sources and how you intend to use them.
- **GRANT TIMELINE** – Project timeline, including benchmark dates.
- **BUSINESS/ORGANIZATION DOCUMENTS**
 1. Articles of Incorporation
 2. Oregon City Business License
 3. W-9 IRS Form

GRANT FUNDING

Up to 90% of Total Project Cost, up to \$60,000 per application

APPLICATION PERIOD:

September 23, 2020 to October 30, 2020

PROGRAM BRIEFING WEBINAR

September 23, 2020

APPLICATION REVIEW PERIOD:

November 9th – December 9th (Not a first come first serve process, most feasible applications chosen among submittals)

FUNDING PERIOD:

November 10th – December 18th 2020

PROJECT SELECTION COMMITTEE:

Committee members are derived from government, private sector, nonprofit organiza

The project selection committee will determine which grant requests best meet the intent of the program as well as whether the applicant’s implementation plan helps position the applicant to be more agile and resilient moving forward.

Committee Membership Designations

- Economic Development Manager (Chair)
- Accountant (Private Sector)
- Attorney (Private Sector)
- Banker
- Economic Development Coordinator
- Tourism Program Specialist
- Clackamas County Tourism

TECHNICAL ADVISORY & REVIEW COMMITTEE:

This committee will further review the applicants’ implementation plan and will make observations and recommendations as to the feasibility of implementation plans with regard to agility and resiliency.

EXAMPLES OF AGILITY/RESILIENCY:

Eat-in restaurants and historic sites establishing more interactive services via their websites such as enabling customers to order take-out via websites or visitors making reservations to tour historic sites.

Committee Members Designation

- Economic Development Manager (Chair)
- Public Works (Development)
- Building Department
- Engineer (Private Sector)

APPROVED USES

INNOVATION USES:

- *Hardware and/or Software Applications
- *New Machinery & Equipment
- *Internal and/or External Commercial Building Remodeling
- *New Operational Procedures/Processes
- *Supplies and/or Consumable Material Associated with Innovation Project

ELIGIBLE APPLICANTS:

EXISTING RESTAURANTS

- *Up to 15 full-time employees including the owner(s).
- *Business must have an existing Oregon City Business License
- *Business cannot be a franchise or national chain
- *Business must not have any outstanding illegal activity liens imposed against it initiated by a governmental entity.
- *Business that complies with Local, State and Federal guidelines regarding social distancing, disinfecting procedures, in-store occupancy limitations, etc.

PRIVATE NONPROFITS

- *Have not received any direct Oregon City Government Funding

FUNDING CRITERIA:

- *All applicants must be based in Oregon City
- *All applicants must follow all applicable local, State, and Federal Laws
- *Applicants must not be in bankruptcy proceedings
- *Projects that require permits of any kind must sign a statement that acknowledges that a lack of proper local & state permitting will forgo the forgivable loan status

INELIGIBLE USES:

- Not to pay-off or restructure existing debt
- Not for working capital uses except for staffing of innovation
- Not to purchase inventory of resalable product
- Short term solutions
- Passive real estate holding companies and others holding passive investments
- Non-profit entities that do not have federal 501(c)(3) status
- Businesses or Nonprofits that fail to certify they are not delinquent on federal, state or local taxes that were due before the date of application
- Businesses and nonprofit entities that do not certify that they are complying and will comply with all federal, state, and local laws and regulations
- Businesses not based and with principal operations in Oregon City
- Businesses not registered to do business in Oregon (secretary of State Business Registry verification) if such registration is required

CLAWBACK PROVISION:

Non-compliance with any provision of the program will trigger the claw-back provision

Option 1: Funding becomes a loan, losing forgivable loan status, if agreement

*Interest Rate 8.25%

*Term between 5 years up to 10 years

*Personal Guarantee Required Against Loan

Option 2: Immediately pay grant funds back in one lump sum

FINANCIAL REPORT

Financial Statements (Profit & Loss Statements)

- Years 2017, 2018, 2019,
- Federal Tax Filings for 2017, 2018. 2019
- 6 Month Interim for 2020

Month-to-Month Cash Flow Statements (Jan 2020 to August 2020)

Balance Sheets

- Years 2017, 2018, 2019
- 6 Month Interim balance sheet 2020



CITY OF OREGON CITY
Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 09/16/2020

SUBJECT:

Resolution No. 20-27, Extending the State of Emergency Declaration in Oregon City due to the Wildfires in Clackamas County and Throughout the State of Oregon

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 20-27, which extends the State of Emergency in Oregon City until October 8, 2020 due to wildfires in Clackamas County and throughout the state.

EXECUTIVE SUMMARY:

The rapidly changing fire event in Clackamas County continues to impact Oregon City and the surrounding community. Clackamas County had experienced high winds and a dry air mass that caused several extensive fires. There were six active fires in Clackamas County that resulted in the mass evacuation of county residents and threatened the lives and properties of many community members. A Red Cross facility opened at Clackamas Community College along with a fire camp for all the fire personnel from out of state. The County declared a state of emergency on September 8, 2020 and was running out of resources for firefighting and sheltering assistance. Oregon City staff is recommending that the City Commission extend the State of Emergency Declaration, effective immediately, so that staff can continue to work with federal, state and local agencies in a coordinated effort to address the impacts of the multiple fires within the region and that are in close proximity to Oregon City. This extension will expire on October 8, 2020 unless terminated earlier or extended by the City Commission.

OPTIONS:

1. Approve the State of Emergency declaration extension through October 8, 2020.
2. Deny the extension and let the current declaration expire on September 17, 2020.

RESOLUTION NO. 20-27

A RESOLUTION EXTENDING THE EMERGENCY DECLARATION IN THE CITY OF OREGON CITY DUE TO WILDFIRES IN CLACKAMAS COUNTY AND THROUGHOUT THE STATE OF OREGON

WHEREAS, the City of Oregon City has adopted authority governing the exercise of emergency powers in Chapter 2.52 of the Oregon City Municipal Code pursuant to the authority granted by the City Charter and ORS Chapter 401; and

WHEREAS, there are six active fires in Clackamas County resulting in the evacuation of a significant number of county residents, a Red Cross facility being opened at Clackamas Community College and an emergency declaration for the entire County; and

WHEREAS, Clackamas County formally declared a state of emergency on September 8th, 2020, to last through September 22, 2020, as resources for firefighting and sheltering assistance is needed for those evacuated; and

WHEREAS, the foregoing circumstances require a coordinated response beyond that which occurs routinely, and the required response cannot be achieved solely with the added resources acquired through mutual aid or cooperative assistance agreements; and

WHEREAS, the City of Oregon can take steps to help mitigate and avoid some of the most drastic consequences of the fire and evacuations through actions that result in the assistance of sheltering evacuees and providing hygiene resources; and

WHEREAS, the foregoing circumstances has the potential to affect all of the territory within the City limits; and

WHEREAS, on Wednesday, September 9, 2020, the City Commission adopted Resolution No. 20-26, declaring an emergency for the City with an end date of September 17, 2020, but it appears that the situation leading to the declaration of an emergency will extend for a longer period of time.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The emergency declared by the Oregon City Commission on September 9, 2020, with an expected end date of September 17, 2020, is hereby extended until October 8, 2020, in order to allow the City to adequately address the situations caused by the wildfires.

Section 2. The emergency declaration issued by the Oregon City Commission on September 9, 2020, Resolution No. 20-26, is otherwise unchanged and remains in full force and effect through the end of the extended emergency period.

Section 3. This declaration is effective on September 16, 2020 and shall remain in effect until October 8, 2020 unless superseded sooner.

Approved and adopted at a regular meeting of the City Commission held on the 16th day of September 2020.

DAN HOLLADAY, Mayor

Attested to this 16th day of September 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:** 09/16/2020
From: Public Works Director John M. Lewis, PE

SUBJECT:

Personal Services Agreement with DOWL, LLC for the Holcomb Boulevard Rectangular Rapid Flashing Beacon (RRFB) Project (CI 20-009)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with DOWL, LLC for design and construction services in the amount of \$88,147.12 for the Holcomb Boulevard RRFB Project (CI 20-009).

EXECUTIVE SUMMARY:

Oregon City Public Works is seeking City Commission approval to award the contract to DOWL, LLC for design and construction services of the Holcomb Boulevard Rectangular Rapid Flashing Beacon (RRFB) Project at Front Avenue and Swan Avenue.

BACKGROUND:

Holcomb Boulevard is a minor arterial connecting the Park Place neighborhood to the rest of Oregon City. The Holcomb Boulevard corridor has been transitioning from rural, under-developed to urban developed neighborhoods for the past 20 years and has a continuously changing roadside nature as development continues.

For the past 9 months, staff have been working with the neighborhood to better understand their needs and concerns. This outreach work was to inform a Safe Routes to School (SRTS) Infrastructure Grant Application. Through this outreach process, staff have identified a project that not only meets the SRTS grant criteria, but also accomplishes the desires of the Park Place neighborhood and Oregon City School District needs. The grant application has been submitted, and we should hear back by the end of this year.

While we wait to hear if we are awarded the SRTS Infrastructure Grant, staff has agreed to expedite a portion of the project. The portion that will be expedited includes

the design of two of the RRFB crossings on Holcomb Boulevard identified in the Transportation System Plan and located at Front Avenue (TSP C3) and Swan Avenue (TSP C4). For a reference, "Exhibit C" map is attached.

Design of these two RRFBs is expected to be complete in February 2021. We should know by that time if we have been awarded the grant to design and construct the full project. If we are not awarded the grant, we will be ready to move forward with obtaining bids for the two RRFBs in February 2021. This would put construction occurring in Summer 2021.

OPTIONS:

1. Authorize the City Manager to execute the Contract Agreement with DOWL, LLC for design and construction services in the amount of \$88,147.12 for the Holcomb Boulevard RRFB Project.
2. Reject the contract from DOWL, LLC. If the City Commission chooses to reject the contract, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$88,147.12

FY(s): FY 2021-2022

Funding Source(s): Transportation Fund & Transportation SDC

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

HOLCOMB BOULEVARD RRFB'S PROJECT (CI 20-009)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **DOWL, LLC** ("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-eight thousand, one hundred forty-seven and 12/100 dollars (\$88,147.12)**.

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: **DOWL, LLC**
5000 Meadows Road, Suite 420
Lake Oswego, Oregon 97035
Attention: Wendy Schmidt

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

DOWL, LLC

By: _____
Anthony J. Konkol, III
Title: City Manager

By: _____
Title: _____

DATED: _____, 20__.

DATED: _____, 20__.

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

DATED: _____, 20__.

September 7, 2020

To: Dayna Webb
City Engineer
City of Oregon City
625 Center Street
Oregon City, OR 97045

Re: Holcomb Boulevard RRFBs Project

We understand that the City of Oregon City would like to add Rectangular Rapid Flashing Beacons (RRFBs) on Holcomb Boulevard at Front Avenue and Swan Avenue to improve pedestrian safety. DOWL is prepared to provide design services for these crossings. We have staff who are experienced with all aspects of RRFB design and have designed similar crossings.

Please review the following Scope of Professional Services to ensure that they meet your expectations for this project.

Scope of Work

Our proposed Scope of Work will include the following:

- Supplemental topographic survey;
- Preliminary design including ADA ramp layout and RRFB power source memorandum;
- Final design and complete PS&E package;
- Bidding and Construction Phase Services support.

Assumptions:

- Concept design and RRFB siting study prepared by DOWL under a separate contract will be used as a basis for the Preliminary design.
- DOWL will identify supplemental lighting needs for new crossing locations; no lighting analysis will be completed. PGE will install any lighting needed outside of this contract.
- Public and stakeholder engagement is not included.
- Right-of-way legal descriptions and acquisition services are not included.
- Environmental permitting efforts are not included.
- Structural and geotechnical engineering is not included.
- Stormwater conveyance design is not included.
- Stormwater management design is not included.
- Traffic control will be contractor designed. Erosion control will be shown on roadway plan sheets and covered with standard details. No separate erosion control sheets will be created.

Task 1: Project Management

This task includes internal management of the project team, communications with the City regarding the status of the project, and monthly invoicing and progress reports. The work will be concurrent with other tasks following notice to proceed. For estimating purposes, the contract duration is assumed to be six (6) months. One (1) project kickoff meeting with (2) DOWL employees at the project site is included. Two (2) design review meetings at the City of Oregon City are assumed. Review of existing documentation is included in this task.

Deliverables

- Monthly invoices and progress reports;
- Agenda and summary for the kickoff meeting;
- Agenda and summary for two (2) design review meetings.

Task 2: Topographic Survey

This task includes the recovery of existing control provided by the City and to supplement control points as needed to perform the topographic data collection. Supplemental topographic survey data shall be collected to support ADA ramp design at the intersections of Holcomb Boulevard & Front Street and Holcomb Boulevard & Swan Avenue. To perform this work, the following assumptions have been made.

Assumptions:

- City will provide control points coordinates and descriptions in the vicinity of the intersections.
- City will provide existing ground surface model and base map to be supplemented.
- No Survey Control Plan Sheet will be prepared.
- No monument recovery or retracement work will be performed.

Deliverables

- Updated surface model and CAD files.

Task 3: Preliminary Design

Prepare technical memorandum providing comparison and recommendation for RRFB power sources (solar and hardwired), including maintenance costs and considerations. This memorandum will be utilized by the City for inclusion in the City design and construction standards.

Prepare Basis of Design Memorandum documenting design assumptions for design development.

Develop 70% plans for RRFBs at Front Avenue and Swan Avenue and sidewalk ramps. Task shall include internal QA/QC.

Deliverables

- Basis of Design Memorandum;

- Memorandum on RRFB Power Source;
- Preliminary Plans (See Table 1);
- Preliminary Specifications;
- Preliminary Estimate.

Task 4: Final Design

Provide final design for the RRFBs at Front Avenue and Swan Way and sidewalk ramps. Provide final specification and estimate. Task shall include QA/QC.

Deliverables:

- Final Plans (See Table 1).
- Final Specifications.
- Final Estimate.

Table 1: Holcomb RRFBs Plan List

TITLE	FULL-SIZE SCALE (22"x34")	#	70	Final Review	Final Signed
1 - Title Sheet	NTS	1	X	X	X
2A Series – ADA Ramp Details	1" = 10'	2	X	X	X
#A Series – General Construction Plan	1" = 20'	2	X	X	X
Traffic Legend	NTS	1	X	X	X
Traffic Details and Tables	NTS	1	X	X	X
Front Ave Traffic Plan	1"=20'	1	X	X	X
Swan Ave Traffic Plan	1"=20'	1	X	X	X

Task 5: Bidding and Construction Phase Services

Provide assistance with bidding phase services, including responding to bidder questions, providing addenda, tabulating bid results, and making recommendation for award.

City will lead construction administration and inspection. Consultant will provide supplemental assistance with administration of the construction contract, as requested by the City, which may include:

- Contract administration including milestone notifications;
- Monitoring overall budget and schedule;
- Reviewing contractor payrolls, labor compliance;
- Preparing and submitting contract change orders for the City's review and approval;
- Review monthly preliminary progress estimate submitted by the contractor.

Consultant shall attend and participate in the Pre-Construction Conference, progress meetings, and technical meetings, as requested by the City.

Consultant shall monitor construction activities during construction of the Project, utilizing certified inspectors, and monitor compliance with the construction contract documents, as requested by the City.

Assumptions:

- City will lead construction administration and inspection. An allotment of hours is included for Consultant construction phase services, to assist with efforts identified in this task.
- Design modifications, claim support, and surveying is excluded.
- City is responsible for final project acceptance, attending meetings, approving change orders and budget authorizations, reviewing and processing monthly contractor payment.

Deliverables:

- Contract document addenda, bidder tabulation spreadsheet, and recommendation for award;
- Monthly invoice and progress report;
- Field inspection reports;
- Milestone notifications, project punch list, and recommendation for acceptance.

Assumed Schedule

Consultant Notice to Proceed – late September 2020

Basis of Design – October 2020

Preliminary plans – December 2020

Final plans – February 2021

Fee

Attached is a copy of the breakdown for our proposed fee estimate.

EXHIBIT A

TASK	Senior Manager II	Project Manager V	Engineer VI	Engineer II	Engineer VI	Engineer VI	Engineer VI	Professional Land Surveyor IX	Professional Land Surveyor V	Engineer II	Survey Technician III	CAD Drafter III (Roadway)	CAD Drafter III (Traffic)	Survey Technician VII	Survey Technician IV	TOTAL HOURS	Expenses (Other)	Expenses (Mileage)	TASK BUDGET
TASK 1 Project Management	J Kelly	W Schmidt	A Jones	TBD	M Phillips	Z Hussein	A Miles	A. Silbernagel	R. Beauduy	J Kim	D. Wike			B. Doss	S. Gurley				
1.1 Overall Project Management		12														12	\$0.00	\$0.00	\$2,220.00
1.2 Contract Administration		6														6	\$0.00	\$0.00	\$1,110.00
1.3 Project Meetings		6	4				6									16	\$0.00	\$50.00	\$2,960.00
TASK 2 Topo Survey																			
2.1 Survey Control								2	2		8			8		20	\$0.00	\$18.56	\$2,098.56
2.2 Topographic Data and Basemap								2	6		12			12	8	40	\$0.00	\$18.56	\$4,038.56
TASK 3 Preliminary Design																			
2.1 Prepare RRFB Power Source Memo		2					12									14	\$0.00	\$0.00	\$2,530.00
2.2 Preliminary Plans, Specs, and Estimate		4	24	90			32			38		72	8			268	\$0.00	\$0.00	\$32,900.00
2.3 Perform Independent Design Check/Review					6	4										10	\$0.00	\$0.00	\$1,800.00
TASK 4 Final Design																			
3.1 Final Plans, Spec, and Estimate		4	12	44			32			52		26	8			178	\$0.00	\$0.00	\$22,620.00
3.6 Perform Independent Design Check/Review					4	4										8	\$0.00	\$0.00	\$1,440.00
TASK 5 Bidding and Construction Phase Services																			
4.1 Bidding Phase Services	4		4				6									14	\$0.00	\$0.00	\$2,400.00
4.2 Submittal Review & RFIs	4		6				6			4						20	\$0.00	\$0.00	\$3,060.00
4.3 Construction Management, Admin, and Inspection	12		24				8									44	\$0.00	\$0.00	\$6,720.00
4.4 Final Inspection & Punch List	4		4				4			1						13	\$0.00	\$0.00	\$2,150.00
TOTAL HOURS	24	34	40	172	10	8	106	4	8	95	20	98	16	20	8	663			
HOURLY RATES	\$220.00	\$185.00	\$180.00	\$110.00	\$180.00	\$180.00	\$180.00	\$170.00	\$130.00	\$110.00	\$75.00	\$100.00	\$100.00	\$110.00	\$85.00				
TOTAL LABOR ESTIMATE	\$5,280	\$6,290	\$7,200	\$18,920	\$1,800	\$1,440	\$19,080	\$680	\$1,040	\$10,450	\$1,500	\$9,800	\$1,600	\$2,200	\$680		\$0.00	\$87.12	\$88,047.12
																DOWL EXPENSES =		\$100.00	
																Total Estimated Costs =		\$88,147.12	

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

Item 8a.

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 8a.

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

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

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 8a.

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**

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.

Exhibit C

Item 8a.

Alliance Charter Academy

Park Place Park

La Rae Rd

Harley Ave

Gladys Ave

Aldrich Ct

Cleveland St

Cleveland St

Frederick St

Laurel Ridge Ave

Clear St

Hiram Ave

Hunter Ave

Hillock Ln

Samson Pl

Gain St

Gain St



A St

Rock St

Holcomb Blvd

Ann Dr

Wayne Dr

C St

Front Ave

Frederick St

Visionary Ct

Bonn St

Steve's Select Market

Quick Stop Market



Holcomb Blvd

Jacobs Way

Beemer

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

Holcomb Blvd - Front and Swan RRFB Project Location Map

Map printed September 3, 2020

Legend



Proposed RRFB



Existing Sidewalks/Paths



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



0 50 100 200 300 400 Feet

Plot date: September 3, 2020 - Plot name: RRFB Project Exhibit A_8x10P_2020090
Map name: Holcomb Blvd RRFB Project



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 09/16/2020
From: Public Works Director John M. Lewis, PE

SUBJECT:

Award of Public Improvement Contract for the Noble Ridge Pump Station Upgrade Project

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Contract Agreement with Boede Construction, Inc. in the amount of \$74,902.00 for the Noble Ridge Pump Station Upgrade Project (CI 19-005).

EXECUTIVE SUMMARY:

The Noble Ridge Pump Station Upgrade Project, located at 13181 Gaffney Lane, was advertised for bid on August 7, 2020. A mandatory pre-bid meeting was held on August 19, 2020. Bids were opened on September 3, 2020. The low bid was provided by Boede Construction, Inc. in the amount of \$74,902.00.

BACKGROUND:

The Noble Ridge Pump Station, located at 13181 Gaffney Lane, was constructed in 1999/2000 to serve approximately 80 homes in the Gaffney Lane neighborhood. The original pumps are at the end of their useful life and require replacement. Replacing these pumps with modern pumps was a need identified in the Sanitary Sewer Master Plan adopted in 2014. In doing so, the City will receive 15-20 years of reliable service, along with saving money through improved pumping efficiencies, reduced energy costs, reduced maintenance requirements, and reduced afterhours call outs. The project consists of removal of the existing pumps, replacement of two, 5 horsepower, self-priming sewage pumps, along with various replacements of valves and electrical work needed for operation.

On August 7 and August 10, 2020, staff solicited for bids in the *Daily Journal of Commerce* and on the City's bid site in accordance with City and State contracting procedures to construct the project identified as the Noble Ridge Pump Station Upgrade Project. A mandatory pre-bid meeting occurred on August 19, 2020. Ten (10)

contractors, subcontractors, or vendors attended. Bids were opened on September 3, 2020. Five (5) bids were received for the project. The low bid was provided by Boede Construction, Inc. in the amount of \$74,902.00.

The list below includes the bidders and bid amounts received for this project:

Boede Construction	\$74,902.00
Bateson Enterprises	\$77,800.00
Lee Contractors	\$89,000.00
Stettler Supply	\$93,100.00
Clackamas Construction.....	\$95,180.00
Engineer's Estimate.....	\$86,500.00

The bid was reviewed and determined to be responsive and responsible.

OPTIONS:

1. Authorize the City Manager to execute the Contract Agreement with Boede Construction, Inc. in the amount of \$74,902.00.
2. Reject the bid from Boede Construction, Inc. If the Commission chooses to reject the lowest responsible bid, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$74,902.00
 FY(s): 2021
 Funding Source(s): Wastewater Fund

Term of Contract: _____

SECTION IIIA

CONTRACT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **BOEDE CONSTRUCTION, 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: **NOBLE RIDGE PUMP STATION UPGRADE (CI 19-005)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon, dated July 1, 2020 Prevailing Wage Apprenticeship Rates 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 Addendum 1 – 8/19/2020 Addendum 2 – 8/28/2020 All items included within these Contract Documents.
--	---

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

ARTICLE II - Time of Completion

The project shall be complete within **120** days from the Beginning of Contract Time as identified in 00180.50(b) of the Special Provisions, more specifically established as _____.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **seventy-four thousand, nine hundred and two and no/100 dollars (\$74,902.00)**.

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

BOEDE CONSTRUCTION, INC.

by: _____
Anthony J. Konkol III
City Manager

Printed Name

by: _____
Authorized signature

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

Title

Federal Taxpayer ID Number

Approved as to Legal Sufficiency:

Address:

by: _____
City Attorney

City Commission Award Date:

Client City of Oregon City
 Project Noble Ridge Pump Station Upgrade
 Bid Tabulation
 Date: 9/3/2020

Apparent Low

Other Bidders

Item	Description	Units	Quantity	Engineers Estimate		BOEDE CONSTRUCTION		BATESON ENTERPRISES		LEE CONTRACTORS		STETTLER SUPPLY		CLACKAMAS CONSTRUCTION	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Mobilization / Demobilization	LS	1	\$ 8,100.00	\$ 8,100.00	\$ 8,247.00	\$ 8,247.00	\$ 16,000.00	\$ 16,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,600.00	\$ 7,600.00	\$ 12,700.00	\$ 12,700.00
2	Demolition	LS	1	\$ 1,250.00	\$ 1,250.00	\$ 3,204.00	\$ 3,204.00	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,300.00	\$ 6,300.00	\$ 7,600.00	\$ 7,600.00
3	Temporary Pump-Around	LS	1	\$ 1,250.00	\$ 1,250.00	\$ 2,168.00	\$ 2,168.00	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00	\$ 8,000.00	\$ 8,000.00	\$ 10,600.00	\$ 10,600.00
4	Shp Self-Priming Sewage Pump	EA	2	\$ 18,650.00	\$ 37,300.00	\$ 21,247.00	\$ 42,494.00	\$ 13,500.00	\$ 27,000.00	\$ 30,000.00	\$ 60,000.00	\$ 26,200.00	\$ 52,400.00	\$ 23,000.00	\$ 46,000.00
5	4-Inch Check Valve	EA	2	\$ 3,100.00	\$ 6,200.00	\$ 2,923.00	\$ 5,846.00	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	\$ 3,600.00	\$ 7,200.00	\$ 3,150.00	\$ 6,300.00
6	4-Inch Pinch Valve	EA	1	\$ 8,700.00	\$ 8,700.00	\$ 5,483.00	\$ 5,483.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,100.00	\$ 3,100.00	\$ 2,580.00	\$ 2,580.00
7	Air Release Valve	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 1,325.00	\$ 2,650.00	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	\$ 2,000.00	\$ 550.00	\$ 1,100.00	\$ 1,250.00	\$ 2,500.00
8	Electrical	LS	1	\$ 18,700.00	\$ 18,700.00	\$ 4,810.00	\$ 4,810.00	\$ 7,300.00	\$ 7,300.00	\$ 5,000.00	\$ 5,000.00	\$ 7,400.00	\$ 7,400.00	\$ 6,900.00	\$ 6,900.00
#REF!				\$ 86,500.00		-13.4%	\$ 74,902.00	-10.1%	\$ 77,800.00	2.9%	\$ 89,000.00	7.6%	\$ 93,100.00	10.0%	\$ 95,180.00

Note:



Mr. Josh Wheeler, P.E.
City of Oregon City
625 Center Street
Oregon City, OR 97045

Subject: Noble Ridge Pump Station Upgrade

Dear Josh:

We have reviewed the bid submitted by Boede Construction, Inc., the apparent low bidder on the project. The bid appears complete and without errors.

Based on a reference check for a recent project and a review of the Oregon Construction Contractors Board records, Boede Construction, Inc. is a reputable firm with strong municipal contracting experience similar to this project.

Based on the above, Tetra Tech recommends the City award the contract for the Noble Ridge Pump Station Upgrade to Boede Construction, Inc. for the bid amount of \$74,902.00.

Please call if you have any questions or concerns.

Sincerely,
Tetra Tech, Inc.

Hunter Bennett-Daggett, P.E.
Project Engineer

SLK:135-15285-16001



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Recorder Kattie Riggs

Agenda Date: 09/16/2020

SUBJECT:

Urban Renewal Commission Member Appointment

STAFF RECOMMENDATION:

Staff recommends the Commission official vote to appoint Doug Neeley to the Urban Renewal Commission.

EXECUTIVE SUMMARY:

The Commission conducted interviews at a Special City Commission meeting held August 27, 2020. The Commission interviewed a total of 7 candidates and had consensus at that time to move forward with the appointment of Doug Neeley. This is now back for an official vote to appoint Mr. Neeley.

BACKGROUND:

The Urban Renewal Commission member Mike Mitchell resigned on 12/31/2019 leaving a vacancy on the Commission. According to the Urban Renewal Commission Bylaws, the City Commission appoints the two citizens to the Urban Renewal Commission. Mike Mitchell was appointed to a term of 1/1/2018 to 12/31/2021.

The City Commission conducted 7 interviews on August 27, 2020, during which there was consensus to appoint Doug Neeley to the Urban Renewal Commission filling the vacancy.

This is the before the City Commission for an official vote and appointment of Doug Neeley to the Urban Renewal Commission.

OPTIONS:

1. Appoint Doug Neeley to the Urban Renewal Commission filling a vacancy with a term expiring 12/31/2021.

2. Discuss a different appointment.
3. Don't make any appointments to the Urban Renewal Commission.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 09/09/2020

SUBJECT:

OLCC: Liquor License Application – Off-Premises with Fuel Pumps, applying as an incorporated business, Leathers Enterprises, Inc. (dba Leathers Shell #24 – Hilltop Market), 1002 Molalla Ave., Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve OLCC Application for Leathers Enterprises, Inc., 1002 Molalla Ave., Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Limited Off-Premises license for Leathers Enterprises, Inc.

BACKGROUND:

The Oregon City Police Department ran background checks on Kathryn S. Leathers and Lila C. Leathers, and they are eligible to hold a liquor license. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve the OLCC Application for Leathers Enterprises, Inc.
2. Deny the OLCC Application for Leathers Enterprises, Inc.

BUDGET IMPACT:

Amount:

FY(s):

Funding Source(s):



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1st Location	Date application received and/or date stamp:
<input type="checkbox"/> Brewery 2nd Location	
<input type="checkbox"/> Brewery 3rd Location	Name of City or County:
<input type="checkbox"/> Brewery-Public House 1st Location	
<input type="checkbox"/> Brewery-Public House 2nd Location	Recommends this license be:
<input type="checkbox"/> Brewery-Public House 3rd Location	
<input type="checkbox"/> Distillery	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Full On-Premises, Commercial	By: _____
<input type="checkbox"/> Full On-Premises, Caterer	Date: _____
<input type="checkbox"/> Full On-Premises, Passenger Carrier	OLCC USE ONLY
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	Date application received: <u>8/13/20</u>
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	By: <u>SR</u>
<input type="checkbox"/> Grower Sales Privilege 1st Location	License Action(s):
<input type="checkbox"/> Grower Sales Privilege 2nd Location	C/O; C/TN
<input type="checkbox"/> Grower Sales Privilege 3rd Location	
<input type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input checked="" type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1st Location	
<input type="checkbox"/> Winery 2nd Location	
<input type="checkbox"/> Winery 3rd Location	
<input type="checkbox"/> Winery 4th Location	
<input type="checkbox"/> Winery 5th Location	

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

LEATHERS ENTERPRISES, INCORPORATED

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

3. Trade Name of the Business (Name Customers Will See)

LEATHERS SHELL #24 - HILLTOP MARKET

4. Business Address (Number and Street Address of the Location that will have the liquor license)

1002 MOLALLA AVE.

City OREGON CITY	County CLACKAMAS	Zip Code 97045
---------------------	---------------------	-------------------



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) LEATHERS SHELL #24 - HILLTOP MARKET			
6. Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) 255A DEPOT STREET			
City FAIRVIEW	State OR	Zip Code 97024	
9. Phone Number of the Business Location 503-657-1098		10. Email Contact for this Application KATHY@LEATHERSFUELS.NET	
11. Contact Person for this Application KATHRYN LEATHERS		Phone Number 503-661-1244 EXT. 113	
Contact Person's Mailing Address (if different)	City	State	Zip Code

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

Kathryn S Leathers

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)



CITY OF OREGON CITY
Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 09/09/2020

SUBJECT:

OLCC: Liquor License Application – Full On-Premises, Commercial, applying as an LLC, The Hive Catering Co., LLC, 602-604 7th Street, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve OLCC Application for The Hive Catering Co., LLC, 602-604 7th Street, Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Limited On-Premises license for The Hive Catering Co.

BACKGROUND:

The Oregon City Police Department ran background checks on Ashley A. Baldwin, Joseph P. Hunt, and D. Linette Dobbins, and they are eligible to hold a liquor license. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve the OLCC Application for The Hive Catering Co.
2. Deny the OLCC Application for The Hive Catering Co.

BUDGET IMPACT:

Amount:

FY(s):

Funding Source(s):



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1st Location	Date application received and/or date stamp: Name of City or County: _____ Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied By: _____ Date: _____
<input type="checkbox"/> Brewery 2nd Location	
<input type="checkbox"/> Brewery 3rd Location	
<input type="checkbox"/> Brewery-Public House 1st Location	
<input type="checkbox"/> Brewery-Public House 2nd Location	
<input type="checkbox"/> Brewery-Public House 3rd Location	
<input type="checkbox"/> Distillery	
<input checked="" type="checkbox"/> Full On-Premises, Commercial	
<input checked="" type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege 1st Location	
<input type="checkbox"/> Grower Sales Privilege 2nd Location	
<input type="checkbox"/> Grower Sales Privilege 3rd Location	
<input type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1st Location	
<input type="checkbox"/> Winery 2nd Location	
<input type="checkbox"/> Winery 3rd Location	
<input type="checkbox"/> Winery 4th Location	
<input type="checkbox"/> Winery 5th Location	

OLCC USE ONLY
Date application received: <u>8/10/20</u>
By: <u>SR</u>
License Action(s): <u>C/O; C/TN</u>

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

The Hive Catering Co., LLC

 (Applicant #1) _____
 (Applicant #2)

 (Applicant #3) _____
 (Applicant #4)

3. Trade Name of the Business (Name Customers Will See)
The Hive Social and The Hive Catering Co.

4. Business Address (Number and Street Address of the Location that will have the liquor license)
602-604
602 7th Street

City	County	Zip Code
Oregon City	Clackamas	97045



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See)			
The Hive Social and The Hive Catering Co.			
6. Does the business address currently have an OLCC liquor license?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
under Smoke Daddie			
7. Does the business address currently have an OLCC marijuana license?		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail)			
29491 S Molalla Forest Rd.			
City	State	Zip Code	
Canby	OR	97013	
9. Phone Number of the Business Location		10. Email Contact for this Application	
(503) 482-4011		ashley@thehivecatering.com	
11. Contact Person for this Application			Phone Number
Ashley Baldwin			503-807-9704
Contact Person's Mailing Address (if different)	City	State	Zip Code
Same			

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

Ashley Baldwin
(Applicant#1)

(Applicant #2)

(Applicant#3)

(Applicant #4)



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 09/16/2020

SUBJECT:

OLCC: Liquor License Application – Off-Premises, applying as a Corporation, Arak Corporation (dba Capitol Mart), 223 High Street, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve OLCC Application for Capitol Mart, 223 High Street, Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Off-Premises license for Capitol Mart.

BACKGROUND:

The Oregon City Police Department ran background checks on Gurminder Kaur, and he is eligible to hold a liquor license. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve the OLCC Application for Capitol Mart
2. Deny the OLCC Application for Capitol Mart

BUDGET IMPACT:

Amount:

FY(s):

Funding Source(s):



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1st Location	Date application received and/or date stamp:
<input type="checkbox"/> Brewery 2nd Location	
<input type="checkbox"/> Brewery 3rd Location	Name of City or County:
<input type="checkbox"/> Brewery-Public House 1st Location	
<input type="checkbox"/> Brewery-Public House 2nd Location	Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Brewery-Public House 3rd Location	
<input type="checkbox"/> Distillery	By: _____
<input type="checkbox"/> Full On-Premises, Commercial	Date: _____
<input type="checkbox"/> Full On-Premises, Caterer	OLCC USE ONLY
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	Date application received:
<input type="checkbox"/> Full On-Premises, For Profit Private Club	8-20-2020
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	By: <u>LT</u>
<input type="checkbox"/> Grower Sales Privilege 1st Location	License Action(s): <u>C/O, C/IN</u>
<input type="checkbox"/> Grower Sales Privilege 2nd Location	
<input type="checkbox"/> Grower Sales Privilege 3rd Location	
<input type="checkbox"/> Limited On-Premises	
<input checked="" type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1st Location	
<input type="checkbox"/> Winery 2nd Location	
<input type="checkbox"/> Winery 3rd Location	
<input type="checkbox"/> Winery 4th Location	
<input type="checkbox"/> Winery 5th Location	

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

Arak Corporation

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

3. Trade Name of the Business (Name Customers Will See) Capitol Mart		
4. Business Address (Number and Street Address of the Location that will have the liquor license) 223 High Street		
City Oregon City	County Clackamas	Zip Code 97045



OREGON LIQUOR CONTROL COMMISSION CORPORATION QUESTIONNAIRE

1706611-94 Exp 8/13/21

Please Print or Type

Corporation Name: Arak Corporation Year Incorporated: 2020

Trade Name (dba): Capitol Mart

Business Location Address: 223 High Street

City: Oregon City ZIP Code: 97051

List Corporate Officers:

Gurminder Kaur President
(name) (title)

List Board of Directors:

Gurminder Kaur
(name)

List Stockholders: (Note: If any stockholder is another legal entity, that entity may also need to complete another Corporation Questionnaire. See Liquor License Application Guide for more information.)

Stockholders:	Number of Shares Held:	Number of Stock Shares:
Gurminder Kaur	<u>100</u>	Issued: <u>100</u>
		Unissued: _____
		Total Shares Authorized to Issue: <u>100</u>

Server Education Designee: _____ DOB: March 19, 1968
(See Liquor License Application Guide for more information)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Officer's Signature: Gurminder Kaur President Date: August 14, 2020
(name) (title)



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Capitol Mart			
6. Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) 223 High Street			
City Oregon City	State OR	Zip Code 97045	
9. Phone Number of the Business Location 503-656-6359		10. Email Contact for this Application j.kaur@kw.com	
11. Contact Person for this Application Gurminder Kaur		Phone Number 360-961-8167	
Contact Person's Mailing Address (if different)	City	State	Zip Code

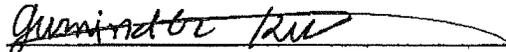
Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.



(Applicant#1)

(Applicant#2)

(Applicant#3)

(Applicant#4)



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 09/16/2020

SUBJECT:

OLCC: Liquor License Application – Full On-Premises, Commercial, applying as an LLC, T9 Tacos LLC (dba OC Tacos), 1128 Main Street, Suite F, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve OLCC Application for OC Tacos, 1128 Main Street, Suite F, Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Full On-Premises, Commercial license for OC Tacos.

BACKGROUND:

The Oregon City Police Department ran background checks on Brent Richford, and he is eligible to hold a liquor license. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve the OLCC Application for OC Tacos
2. Deny the OLCC Application for OC Tacos

BUDGET IMPACT:

Amount:

FY(s):

Funding Source(s):



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1st Location	Date application received and/or date stamp:
<input type="checkbox"/> Brewery 2nd Location	
<input type="checkbox"/> Brewery 3rd Location	Name of City or County:
<input type="checkbox"/> Brewery-Public House 1st Location	
<input type="checkbox"/> Brewery-Public House 2nd Location	Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Brewery-Public House 3rd Location	
<input type="checkbox"/> Distillery	By: _____
<input checked="" type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	Date: _____
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	<p style="text-align: center;">OLCC USE ONLY</p> Date application received: <u>8/17/2020</u>
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	By: <u>Jan Z.</u>
<input type="checkbox"/> Grower Sales Privilege 1st Location	
<input type="checkbox"/> Grower Sales Privilege 2nd Location	License Action(s):
<input type="checkbox"/> Grower Sales Privilege 3rd Location	
<input type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1st Location	
<input type="checkbox"/> Winery 2nd Location	
<input type="checkbox"/> Winery 3rd Location	
<input type="checkbox"/> Winery 4th Location	
<input type="checkbox"/> Winery 5th Location	

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

T9 Tacos LLC _____
 (Applicant #1) (Applicant #2)

 (Applicant #3) (Applicant #4)

3. Trade Name of the Business (Name Customers Will See)
OC Tacos

4. Business Address (Number and Street Address of the Location that will have the liquor license)
1128 Main St Suite F

City <u>Oregon City</u>	County <u>Clackamas</u>	Zip Code <u>97045</u>
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OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) OC Tacos			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) 710 NE 60th Ave #1			
City Portland	State OR	Zip Code 97213	
9. Phone Number of the Business Location		10. Email Contact for this Application brente@taquerianueve.com	
11. Contact Person for this Application Brent Richford		Phone Number (503) 939-9937	
Contact Person's Mailing Address (if different)	City	State	Zip Code

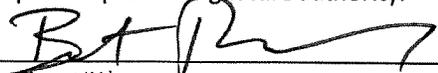
Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.



(Applicant#1)

(Applicant#2)

(Applicant#3)

(Applicant#4)



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 09/16/2020

SUBJECT:

OLCC: Liquor License Application – Limited On-Premises, applying as an LLC, Haney LLC (dba Yvonne’s At Singer Hill, 623 7th Street, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve OLCC Application for Yvonne’s at Singer Hill, 623 7th Street, Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Limited On-Premises license for Yvonne’s At Singer Hill

BACKGROUND:

The Oregon City Police Department ran background checks on Yvonne Haney, and she is eligible to hold a liquor license. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve the OLCC Application for Yvonne’s At Singer Hill
2. Deny the OLCC Application for Yvonne’s At Singer Hill

BUDGET IMPACT:

Amount:

FY(s):

Funding Source(s):



LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1st Location	Date application received and/or date stamp:
<input type="checkbox"/> Brewery 2nd Location	
<input type="checkbox"/> Brewery 3rd Location	Name of City or County: _____
<input type="checkbox"/> Brewery-Public House 1st Location	
<input type="checkbox"/> Brewery-Public House 2nd Location	Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Brewery-Public House 3rd Location	
<input type="checkbox"/> Distillery	By: _____
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	Date: _____
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	<p style="text-align: center;">OLCC USE ONLY</p> Date application received: <p style="text-align: center;">8/12/20</p>
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	By: <u>SR</u>
<input type="checkbox"/> Grower Sales Privilege 1st Location	
<input type="checkbox"/> Grower Sales Privilege 2nd Location	License Action(s): N/O
<input type="checkbox"/> Grower Sales Privilege 3rd Location	
<input checked="" type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1st Location	
<input type="checkbox"/> Winery 2nd Location	
<input type="checkbox"/> Winery 3rd Location	
<input type="checkbox"/> Winery 4th Location	
<input type="checkbox"/> Winery 5th Location	

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

Haney LLC

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

3. Trade Name of the Business (Name Customers Will See) Yvonne's At Singer Hill		
4. Business Address (Number and Street Address of the Location that will have the liquor license) 623 7th St.		
City Oregon City	County Clackamas	Zip Code 97045



LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Yvonne's At Singer Hill			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) 623 7th St.			
City Oregon City	State OR	Zip Code 97045	
9. Phone Number of the Business Location (503) 484 4196		10. Email Contact for this Application yvonesmanagement@gmail.com	
11. Contact Person for this Application Yvonne Haney		Phone Number (503) 484 4196	
Contact Person's Mailing Address (if different)	City	State	Zip Code

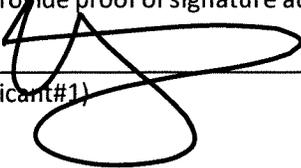
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 (Applicant#1)

 (Applicant#2)

 (Applicant#3)

 (Applicant#4)