

**GLADSTONE CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
April 26, 2016 – 6:30 PM**

6:30 p.m.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

AGENDA ADDITIONS OR CORRECTIONS

BUSINESS FROM THE AUDIENCE

Visitors: Presentations not scheduled on the Agenda are limited to three (3) minutes. Longer presentations should be submitted to the Assistant City Administrator two weeks prior to the Tuesday City Council meeting. Cards are available in the back of the room for anyone who wishes to comment on an item on the Regular Agenda.

CONSENT AGENDA

1. Approval of April 12, 2016 Minutes
2. Approval of Special Event Brewery-Public House OLCC Application – Coin Toss Brewing Co.

CORRESPONDENCE – None

REGULAR AGENDA

3. Gladstone Community Festival Agreement
4. Consideration of IGA with City of Oregon City for Right-of-Way Management & GIS Services
5. Zoned Parking Designations on Portland Avenue and W. Gloucester
6. IGA for Addie Street Improvements
7. Park Designation & Sale Ballot Initiatives

BUSINESS CARRIED FORWARD

8. TSP Update
9. Website Discovery & Planning Communication Plan
10. Appointment of Mayor and City Councilor (no attachments)

BUSINESS FROM THE AUDIENCE – This is the second opportunity for the Audience to address Council on any item not on the Agenda.

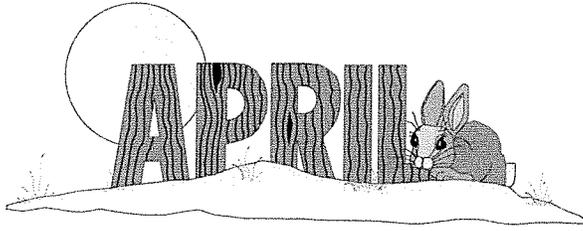
BUSINESS FROM THE COUNCIL

ADJOURN

EXECUTIVE SESSION #1: ORS 192.660(2)(e). To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

EXECUTIVE SESSION #2: 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.

EXECUTIVE SESSION #3: ORS 192.660(2)(a). To consider the employment of a public officer, employee, staff member or individual agent.



CONSENT AGENDA



GLADSTONE CITY COUNCIL MEETING MINUTES of April 12, 2016

Meeting was called to order at 6:30 PM.

ROLL CALL:

Councilor Sieckmann, Council President Mersereau, Councilor Johnson, Councilor McMahon, Councilor Reisner.

ABSENT:

None.

STAFF:

Eric Swanson, City Administrator; Jolene Morishita Assistant City Administrator; David Doughman, City Attorney.

AGENDA ADDITIONS OR CORRECTIONS:

None.

BUSINESS FROM THE AUDIENCE:

Glenda Shearer wanted to invite everyone to the Arbor Day Fun Walk being held on Saturday, April 30th from 10:00 AM to 12:00 PM. There will be a booth providing information on trees, open space, and exercise. She also advised the Council that after a Mayor is appointed she is going to come back and ask for a proclamation regarding celebrating Arbor Day.

CONSENT AGENDA:

1. Approval of March 8, 2016 Minutes.
2. Approval of Special Event OLCC Winery Application – King’s Raven Winery at Latus Motors.
3. Approval of Monthly Financial Reports.
4. Approval of Project List.

Councilor Sieckmann made a motion to approve the Consent Agenda. Motion was seconded by Councilor McMahon. Motion passed unanimously.

CORRESPONDENCE:

5. Letter from Gladstone Public Library Foundation – New Library.
6. Letter from Steve and Mindy Garlington – Dahl Beach/Bulkhead Project.
7. Letter from Susan Liston – Dahl Beach/Bulkhead Project.

REGULAR AGENDA:

8. Presentation by Dave Hunt – Clackamas Community College Bond Projects:
Mr. Hunt gave a brief history on CCC, information on design concepts, additions/improvements, programs, a new student services community center, and changes/demolition/construction that will be happening at the Harmony campus.
9. Request for Financial Support of Class of 2016 Senior Graduation Party:
The two co-chairs of the party requested funds for the graduation party.

Councilor McMahon made a motion to donate \$500. Motion was seconded by Councilor Reisner.

Discussion: Councilor Johnson said that the City needs to work on policies regarding charitable donations. Councilor Reisner said the City started donating funds to the graduation party to keep the students safer and he thinks it's a good idea. *Motion passed unanimously.*

10. Resolution 1075 – Metro CPD Downtown Revitalization Grant:

Mr. Swanson gave a brief background on the project. The plan is to appoint four citizens and one Councilor to review the work of the consultant once they are selected.

Councilor Sieckmann made a motion to adopt Resolution 1075. Motion was seconded by Councilor McMahon.

Discussion: Councilor Sieckmann said he would like to be involved in this project. *Motion passed unanimously.*

11. Port of Portland/Dahl Beach Project IGA:

Mr. Doughman went over the projects, permits, changes/clarifications, and the IGA. Councilor Johnson said he does not support the project and feels that even with the modifications it is still a bad deal for the City.

Councilor Johnson made a motion to approve the IGA between the City of Gladstone and the Port of Portland with the following changes: 1) The Port of Portland will either a) maintain all project areas in perpetuity or b) pay the City of Gladstone an increased access fee of \$1,000,000, 2) With the exception of time needed to update the IGA changes in this motion no additional Gladstone staff time may be used until the IGA is signed and all payments are received, 3) The City of Gladstone will not engage in further financial negotiations with the Port of Portland and no additional Gladstone staff time may be used for such purposes. Motion was seconded by Councilor Reisner.

Discussion: Councilor Johnson gave his arguments: There is no requirement for, or value in, the removal of any part of the lower Dahl Beach parking lot. This is an area heavily used for recreational purposes by Gladstone residents and will be missed if removed. The project unnecessarily burdens the City of Gladstone with Port of Portland problems that are not the City's responsibility and that the City has no liability for. The project burdens the City of Gladstone with maintaining unproven and questionable construction techniques and technologies. The Port of Portland is not fairly sharing the relief of its EPA mitigation with the City of Gladstone. The Port of Portland in fact refuses to share the financial value of meeting its obligation to the EPA. The Port of Portland has used a huge amount of Gladstone's staff time, potentially delaying other projects of much higher importance to the City. The Port of Portland is a well-funded organization and has a \$1,000,000,000 annual budget. He sees no reason why the Port of Portland cannot afford to pay the City of Gladstone appropriately for helping it mitigate problems of its creation; not ours. Councilor Reisner agreed. Councilor McMahon said he is perturbed and feels this is wasting his time.

A roll call vote was taken: Councilor Sieckmann: no. Councilor Johnson: yes. Councilor McMahon: no. Councilor Reisner: yes. Council President Mersereau: no. Councilor Sieckmann made a motion to approve the IGA with the Port of Portland, including attachments A, B, C & D. Motion was seconded by Councilor McMahon.

Discussion: Councilor Reisner still disagrees with tearing out the lower parking lot.

A roll call vote was taken: Councilor Sieckmann: yes. Councilor Johnson: no. Councilor McMahon: yes. Councilor Reisner: no. Council President Mersereau: yes. Motion passes (3-2).

12. Discussion/Recommendation to ODOT regarding Lowering McLoughlin Blvd. Speed Limit:

Mr. Swanson clarified that this would be to request a no-cost study and the results of the study would come back to the Council for further deliberation/discussion. There have been some concerns raised by the Traffic Safety Commission.

Councilor Reisner made a motion to have staff start the process with ODOT to study having the speed reduced on McLoughlin Boulevard through Gladstone City limits from 40 MPH to 30 MPH with the results brought back to City Council for future consideration. Motion was seconded by Councilor Sieckmann.

Discussion: Councilor Johnson asked if the Traffic Safety Commission did any kind of study regarding accidents on McLoughlin Blvd. between North Gladstone and Milwaukie. Councilor Reisner said they did not. Councilor Johnson doesn't feel there is enough detail in the request or justification for lowering the speed limit. Councilor Sieckmann agreed with the need for more justification, but he feels this is a good opportunity to have ODOT perform the study without having to use City staff time. Mr. Swanson said they would ask ODOT to look at other options/issues beside speed. There was further discussion regarding issues, authority, etc.

A roll call vote was taken: Councilor Sieckmann: yes. Councilor Johnson: no. Councilor McMahon: yes. Councilor Reisner: yes. Council President Mersereau: yes. Motion passed (4-1).

13. Proposal for an Online Ordinance and Resolution Program:

Ms. Morishita gave a brief background regarding the reasons behind the request, costs, additional information contained in the packet, etc. The Council agreed that it is a good idea and gave their approval to proceed.

14. Approval of Special Event Brewery – Public House Application & Discussion of Possible Changes License Code Language:

Mr. Swanson gave background information on the process. Staff is asking that special events/temporary use permits be approved by the Police Department and would not have to go before Council for approval. The Council agreed that it is a good idea and gave their approval to proceed.

15. Discussion of Roles/Responsibilities for City Council Appointment Citizens Committees:

Mr. Swanson gave some background information. He suggested a future work session to address this. The Council agreed that it is a good idea and gave their approval to proceed.

16. Right-Of-Way Building/Planning Contracted Services:

Mr. Swanson explained the information contained in the packet/IGA and gave an update on the progress that's been made. There was discussion regarding options.

BUSINESS CARRIED FORWARD – UPDATE:

Mr. Swanson said he received a statement of economic interest filing reminder – it is due by the 15th. He encouraged Council members to attend the Clackamas Cities Association dinner on April 28th being held in Sandy. The budget process starts next Tuesday.

BUSINESS FROM THE AUDIENCE:

Bill Prebble would like the traffic study on McLoughlin to include the possible impact to Oatfield Road and River Road if the speed limit is reduced to 30 MPH.

Art Isrealson shared a story regarding water main construction at 82nd/Sandy Boulevard. He said there are numerous mistakes on Gladstone’s maps regarding the locations of things.

BUSINESS FROM THE COUNCIL:

Councilor McMahan:

He recently had a very positive meeting with Chief O’Conner. They discussed the topic of changing the Traffic Safety Committee to the Public Safety Committee. The awards banquet is being held this Friday night. Work has begun on the Rinearson Pond project. There will be no need for upland fills – all the dirt will stay on site.

Councilor Reisner:

Parks and Rec Committee met last week and decided to move the start time of their meetings to 6:30 PM. They received one response to the RFQ for the Master Plan. They have completed the changes to park rules – they should be coming before the Council soon. The Traffic Safety Committee is still discussing possible changes to West Clackamas and signage changes on Gloucester and Portland Avenue. He is planning on attending the awards banquet on Friday.

Councilor Johnson:

He met with Clackamas County Commission candidate Steve Bates and will be endorsing him. He welcomed Linda Lewis, the new Library Director. He thanked everyone in the audience for attending the meeting.

Councilor Sieckmann:

He attended the swearing-in ceremony for the newest Police Officer recently. The Finance Manager, Carolyn Gray, put on a Budget 101 seminar last month that was very informative. He attended a Clackamas County Commissioners Town Hall meeting in Jennings Lodge recently – the main topic was the Library. He also attended a White Water Finance Forum – looking for possible financing relating to water issues. He also attended a retirement party for Scott Tabor. He asked Ms. Morishita to send out the Coffee with a Councilor sign-up sheet again.

Council President Mersereau:

He has attended some Charter Advisory Committee meetings – has learned a lot. He also attended Scott Tabor’s retirement party. He attended the City Strategic Plan presentation – it was very positive and there was quite a lot of participation. He attended the Coffee with a Councilor on Monday.

ADJOURN:

Meeting adjourned.

Approved by the Council President this _____ day of _____, 2016.

ATTEST:

Tom Mersereau, Council President

Jolene Morishita, Assistant City Administrator



Gladstone Police Department Memorandum

TO: City Administrator Eric Swanson

FROM: Chief Jeff Jolley 

DATE: April 18, 2016

SUBJECT: Latus Motors Customer Appreciation Event

The application from Coin Toss Brewing Company for the Latus Motors Customer Appreciation event scheduled for June 11, 2016 is approved.



OREGON LIQUOR CONTROL COMMISSION

SPECIAL EVENT BREWERY-PUBLIC HOUSE APPLICATION

This license allows an Oregon Brewery-Public House Licensee to sell wine, cider, and malt beverages for drinking within the special event licensed area, in sealed containers for taking out of the special event licensed area, and malt beverages, wine, or cider in a securely covered container (i.e. growlers) for taking out of the special event licensed area.

- Process Time: OLCC needs your completed application to us in sufficient time to approve it. Sufficient time is typically one to three weeks before the first event date listed in #10 below (some events may need extra processing time). OLCC may refuse to process your application if it is not submitted in sufficient time for the OLCC to investigate it.
License Fee: \$10 per license day or any part of a license day. Make payment by check or money order, payable to OLCC. A license day is from 7:00 am to 2:30 am on the succeeding calendar day.
License Days: In #10 below, you may apply for a maximum of five license days per application form.

1. Licensee Name (please print): Tim Hohl 2. E-Mail: tim@cointossbrewing.com

3. Trade Name of Business: Coin Toss Brewing Company 4. Fax:

5. Address of Annual Business: 14214 Fir Street, Suite H 6. City/ZIP: Oregon City 97045

7. Contact Person: Tim Hohl 8. Contact Phone: 971-224-9487

9. Event Name: Latus Motors Customer Appreciation

10. Date(s) of event (no more than five days): 6/11/16

11. Start/End hours of alcohol service: 12 AM PM to 3 AM PM

12. Address of Special Event Licensed Area: 870 E. Berkeley Street Gladstone, OR
(Street) (City/Zip)

13. Is the event outdoors? Yes No

13a. If no, in what area(s) of the building is the event located? mezzanine

13b. If yes, submit a drawing showing the licensed area and how the boundaries of the licensed area will be identified.

14. List the primary activities within the licensed area: beer garden

15. Will minors and alcohol be allowed together in the same area? Yes No

16. What is the expected attendance per day in the licensed area (where alcohol will be sold or consumed)? 100

PLAN TO MANAGE THE SPECIAL EVENT LICENSED AREA: If your answer to #16 is 501 or more, in addition to your answers to questions 17, 18 and 19 you will need to complete the OLCC form, Plan to Manage Special Events, unless the OLCC exempts you from this requirement.

17. Describe your plan to prevent problems and violations.
* ID's will be checked at entrance to licensed area; ID's will be re-checked by licensed servers for patrons 25 and under
* licensed servers will watch for visible signs of intoxication

18. Describe your plan to prevent minors from gaining access to alcoholic beverages and from gaining access to any portion of the licensed premises prohibited to minors.
* ID's will be checked at entrance to beer garden; there will be one entrance to beer garden

R-09363976

19. Describe your plan to manage alcohol consumption by adults.

- * licensed servers will watch for visible signs of intoxication
- * no more than 2 drinks per transaction

20. List name(s) and service permit number(s) of alcohol manager(s) on-duty and in the licensed area:

Tim Hohl Permit # 495491

LIQUOR LIABILITY INSURANCE: If the licensed area is open to the public and expected attendance is 301 or more per day in the licensed area, you must have at least \$300,000 of liquor liability insurance coverage as required by ORS 471.168.

21. Insurance Company: Great American Insurance Group 22. Policy #: _____ 23. Expiration Date: 10/17/16

24. Name of Insurance Agent: Jason Jordan 25. Agent's phone number: 503-467-7584

FOOD SERVICE: You must provide at all times and in all areas where alcohol service is available at least two different substantial food items (see the attached sheet for an explanation of this requirement).

26. Name at least two different substantial food items that you will provide:

- burgers
- hot dogs

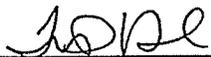
GOVERNMENT RECOMMENDATION: Once you've completed this form to this point, you must obtain a recommendation from the local city or county named in #27 below before submitting this application to the OLCC.

27. Name the city if the event address is within a city's limits, or the county if the event address is outside the city's limits:

Gladstone, OR

I affirm that I am authorized to sign this application on behalf of the applicant.

28. Licensee Name (please print): Tim Hohl

29. LICENSEE SIGNATURE:  30. Date: 4/11/16

CITY OR COUNTY USE ONLY

The city/county named in #27 above recommends:

Grant Acknowledge Deny (attach written explanation of deny recommendation)

City/County Signature: _____ Date: _____

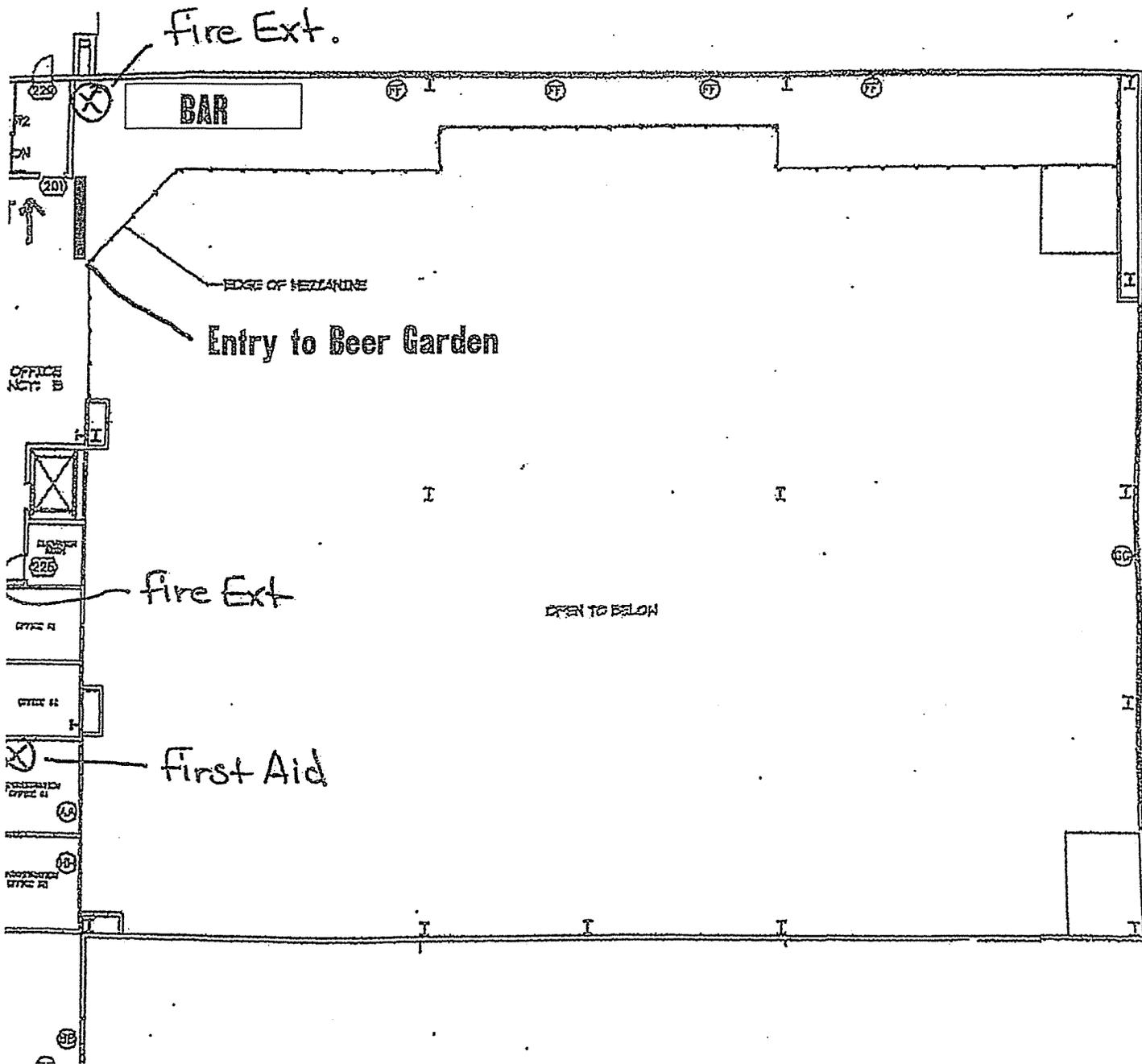
FORM TO OLCC: This license is valid only when signed by an OLCC representative. Submit this form to the OLCC office regulating the county in which your special event will happen.

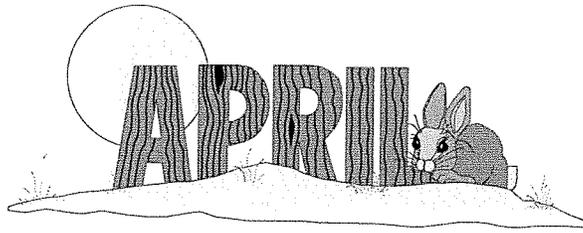
OLCC USE ONLY

Fee Paid: _____ Date: _____ Receipt #: _____

License is: Approved Denied

OLCC Signature: _____ Date: _____





REGULAR AGENDA

City of Gladstone
Staff Report

Report Date: April 19, 2016
Meeting Date: April 26, 2016
To: City Council
From: Eric Swanson

AGENDA ITEM:

Gladstone Community Festival Agreement.

History/Background:

The Gladstone/Oak Grove Rotary Club took over the annual community festival two years ago. The attached agreement is to augment the special event permit. The agreement is consistent with last year's agreement.

Proposal:

Authorize staff to execute the agreement.

Options:

- 1) City Council could choose not to enter in the agreement which could negatively affect the festival.
- 2) City Council could choose to modify the agreement.

Cost Impact:

The expense to the City is estimated between \$1,400 and \$1,500. This includes some in-kind services.

Recommended Staff Action:

I make a motion: City Council authorize the agreement with the Gladstone/Oak Grove Rotary Club.

Department Head

Signature: _____

Date: _____

City Administrator

Signature: Eric Swanson

Date: 4/19/16

* Draft *

GLADSTONE CULTURAL FESTIVAL AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 201__, by a Community Festival (Event).

RECITALS

WHEREAS, User will again host a City-wide Event on July 31, 2015 through August 2, 2015. This is the third year User will have hosted the event which will occur at sites around the City including the, Portland Avenue and Max Patterson Memorial Park (Premises).

WHEREAS, User has submitted a special events permit to the City pursuant to Chapter 12.22 of the Gladstone Municipal Code (hereinafter “GMC”); and

WHEREAS, the City has assisted User and hosts of the event formerly known as the Gladstone Chautauqua Festival in the past through in-kind donations, staff time, City resources, and/or monetary contributions; and by its sponsorship if a Friday night “Movie in the Park”.

WHEREAS, the City desires to support the event know known as the Gladstone Cultural Festival which will benefit the community and will continue an event that has traditionally been held every year in the City.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- **City Obligations.** The City agrees to the following to assist with the Event:
 - Public Works will deliver and set of barriers and picnic tables on the afternoon of July 30, 2015 and to be removed on the evening of August 2, 2015 after all events have concluded. City Public Works Director will coordinate with User on delivery and pick-up.
 - Public Works will turn off the sprinklers in Max Patterson Park during the Event (July 30 – August 2).
 - Public Works will provide and set-up a water station for vendors at Max Patterson Park. User will coordinate exact location and times with Public Works Director.
 - Public Works will ensure that all electrical boxes at Max Patterson Park comply with the Code and are operational before the Event. There is no guarantee that the electrical boxes will stay operational throughout the event and the City cannot make such a guarantee. In the event the

electrical boxes malfunction during the Event, the City will make every reasonable effort to fix the box(es). The Police Department will set-up and take down barriers for the parade on August 1, 2015 and for the car

show on August 2, 2015. The Police Chief will coordinate with User on set-up and take down of barriers for both events.

- To provide and pay for electricity used at Max Patterson Park from 12pm on July 30, 2014 through the end of the day August 2, 2014.
- City will maintain normal hours and operational staff for the spray park. City will keep Max Patterson Park restrooms open. User is responsible for cleaning and maintaining the restrooms. User is responsible for the cost and coordination of all necessary portable toilets.
- City will sponsor Friday Night “Movie in the Park” and will provide a point person to coordinate with a Rotary point person with respect to the showing of the same.
- The City agrees, that if it is necessary, to request use of traffic pylons from the City of Lake Oswego, Oregon for use in the Event. Further, the City will facilitate the pick-up and return of the traffic pylons in cooperation with the User.
- **User Obligations.** The User agrees to the following:
 - The User, its employees, sub-contractors, guests, patrons, or invitees shall use the premises in a safe, careful, and lawful manner, and use reasonable, best efforts to ensure the Premises and other City property are not altered, marred, defaced.
 - User shall be responsible for all costs, arrangements, and equipment related to production of the Event, including but not limited to removal of trash, renting portable toilets, setting up and tearing down portable stages, erecting and taking down barriers and caution tape on Portland Avenue. All invoices for services provided to User shall be invoiced to User, not to the City.
 - The User, if permitted to do so, will pick up and return the traffic pylons from the City of Lake Oswego or assist the City in doing so, as the City deems necessary or appropriate.
 - The User will be responsible for the use and control of the traffic pylons obtained for use in the Event and any costs if the traffic pylons are lost, stolen or damaged. User agrees to return all traffic pylons to the City by August 3, 2015 or to the City of Lake Oswego.
- **Special Event Permit**
 - User agrees to obtain a special event permit from the City pursuant to

Chapter 12.22 of the Gladstone Municipal Code (GMC).

- City agrees to waive the special event permit fee so long as the User meets the following requirements:
 - User agrees to comply with all City event permit, parade, signage, and GMC requirements.
 - User is registered with the state of Oregon as a nonprofit corporation and/or the federal government as a 501(c)(3) organization; and
 - Event will be free and open to the public.

- **Indemnification**
 - The User shall hold and save the City, its officers, directors, elected officials, employees and agents harmless from all claims, costs, loss, or damage of any kind or nature whatsoever arising out of the Event (Indemnified Claims) which may be sustained by reason of any act or omission on the part of the User, its vendors, employees, guests, patrons, invitees, or anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable. User agrees to indemnify, defend, save and hold harmless City, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits, or actions, of whatsoever nature loss or expenses, including attorney fees, based upon or arising out of the acts or omissions of the User with respect to the use of the traffic pylons, as well as the acts or omissions of any of its subcontractors, volunteers or employees under this Agreement except those acts or omissions arising solely out of the negligence of the City. User will pay all reasonable attorney and expert fees and costs relating to such defense and will conduct all steps or proceedings in connection with such defense and as required settling or defending such Indemnified Claims, including without limitation the employment of counsel reasonably satisfactory to City.

- **Insurance**
 - User shall obtain prior to beginning any work under this Agreement and shall maintain in full force and effect through the tear down date of the event, or any other time periods required herein, at User's expense, an occurrence form comprehensive general liability and automobile insurance policies for bodily injury, including death, and broad form property damage, including loss of property and coverage for owned, hired or non-owned vehicles, as applicable, for the protection of User and the City, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. The policies shall be primary policies and

any other insurance carried by City shall be excess. The policies shall be issued by a company authorized to do business in the State of Oregon maintain an A-rated financial rating as published by AM Best and provide limits no less than \$2,000,000 in general liability coverage and separate automobile coverage of \$2,000,000. The certificates shall provide that City will receive 30 (thirty) days' written notice of cancellation or material modification of the insurance contract. User shall provide certificates of insurance and additional insured endorsements to City evidencing the date, amount, and type of insurance prior to commencement of any work under this Agreement. If requested, complete copies of insurance policies shall be provided to City. User shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

- User and all of its subcontractors, if any, providing work or labor under this Agreement shall provide a certificate of Workers' Compensation insurance coverage for their User contracted operations in the State of Oregon including Employer's Liability Insurance with coverage limits at the current statutory limits. This Employer's Liability Insurance shall be endorsed so that any aggregate limit on liability shall apply separately to other insurance coverage required under this Agreement rather than aggregating this with other policy limits or other events covered by User's policy(ies).

- **Waiver**

The User hereby surrenders and gives up all right to any claim for compensation for any loss or damage sustained by reason of any defect, deficiency, failure, or impairment of the water supply, drainage, electrical, or other services provided by the City. The City shall not be liable for any claim if the Event sites are damaged by fire or other casualty, or for any other act, including strikes, utility failure or acts of God, which prevent the holding of the Event.

- **Administration**

The administration of Agreement by the City shall be by the City Administrator or his/her designated agent.

- **Assignment**

This Agreement shall not be deemed for the benefit of any entity or person who is not a party hereto, and neither this agreement, nor any interest therein may be assigned by the User without written approval of the City.

- **Entire Agreement**

This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

- **Staff Contact Information**

Principal City Contact
Tami Bannick, City Hall Administrative
Assistant 503-557-2769
bannick@ci.gladstone.or.us

Insurance/
Contracts
Jolene
Morishita
503-557-2
766
morishita@ci.gladstone.or.us

Operations/Road Closures
~~Scott Tabor, Public Works~~
Supervisor 503-209-5158
~~tabor@ci.gladstone.or.us~~

Jim WHYNOT, Public Works
whynot@ci.gladstone.or.us

Fire Department

Mike Funk,
Fire Marshal
503-557-2775

funk@ci.gladstone.or.us

Police Department

Police Chief

e-mail:

Emergency:

911

Non-Emergency Dispatch: 503-655-8211

and Tom O'Connor, Fire Chief
OConnor@ci.gladstone.or.us

IN WITNESS WHEREOF, the parties have signed this Agreement on the year and day first above written.

GLADSTONE-OAK GROVE ROTARY CITY OF GLADSTONE,
OREGON

Joe Kaufman
Rotary President

Pete Boyce
City Administrator

EXHIBIT A

I. PROPOSED AGREEMENT

The User shall have the right to use the Premises and a portion of the public right of way during designated times as listed below and in the Permit Application only for the 2016 Gladstone Community Festival (hereafter GCF) with City approval. The following dates and times are tentatively planned:

Premise(s):	Max Patterson Park
Date(s)/Time(s)	Event ----August 5, 2016 Movie in the Park Event ----August 5, 2016 – August 7, 2016 (GCF Event) Set up --- August 5, 2016 Noon Tear down – Complete by August 8, 2016 Noon
Premise(s)	Parade Route (See Article II.1 for specific streets) Event ---- August 6, 2016 Set up ----begins August 6, 2016 – 8:00am Tear down – Complete August 6, 2016 – 1:00pm
Premise(s)	Portland Avenue (street use to be determined with City at a later date) Event ---- Cruise in and Car Show August 7, 2016 Set up ---- begins August 7, 2106 6:00 am Tear down – Complete August 7, 2016 4:00pm

1. The User, its employees, sub-contractors, guests, patrons, and invitees shall use the premises in a safe, careful and lawful manner, and us reasonable, best efforts to ensure the Premises and other City property are not altered, marred, or defaced.
2. Use shall be responsible for all costs, arrangements, and equipment related to production of the Event, including but not limited to removal of trash, renting portable toilets, setting up and tearing down portable stages, and erection and taking down temporary fencing. All invoices for services provided to User shall be invoiced to User, not City.

II. PARADE

1. The Event will include a parade which will be routed from Portland Avenue to Hereford Street to Harvard Avenue to Gloucester Street to Portland Avenue to Berkeley Street to Yale Avenue where the parade will end. The streets along the parade route will be temporarily closed from 8:30 am to noon on August 6, 2016.
2. User agrees to notify all owners with property on and adjacent to the parade route and those properties nearby that will be affected by the street closures. Notification will be in

writing a minimum of two weeks prior to the parade.

III. ROAD CLOSURES

The City agrees to the following road closures during the Event:

1. Exeter Street between Cornell and Yale for the exclusive use of emergency vehicles.
2. East Fairfield closed between Cornell and Yale for vendor booths.
3. Cornell Street between East Fairfield and East Exeter Street for the main stage.
4. Portland Avenue between Arlington and Jersey (subject to expansion with City approval) on August 7, 2016 from 8:00am to 4:00pm for Cruise-In/Car Show event
5. Road closures for Parade as listed in Section II above.

IV. ROAD CHANGES

(Reserved for later discussion)

V. VENDORS

1. User agrees that all vendors for commercial amusement rides, food, game concessions, novelty stand, shows, support vehicles and equipment (Vendors) shall be fully inspected, permitted or licensed as required by state law and shall strictly comply with every provision of appropriate city, county, state, federal, and other governmental law, rule or regulation applicable in any manner to it activities. The following vendors are prohibited: bouncy houses or any other game involving bouncy balls, unless approved by the city.
2. User will require all Vendors to obtain a Gladstone business license/mobile vendor permit, unless specifically exempt under state or federal law, to be authorized to operate within the City.
3. User will require that all food Vendors obtain and maintain appropriate restaurant licensing, and must meet all federal, state and local health code requirements.
4. User shall keep all Vendor records on file and provide a copy of them to the Assistant City Administrator by July 15th of each year.
5. User will inform all Vendors that **no dumping of any grey water into the storm drains is permitted**. User will be responsible for any dumping that occurs during the Event.
6. User must provide the City with all Vendor certificates of insurances and endorsements naming the City as an additional insured for the event.

VI. SECURITY

User shall hire and assign security as necessary to protect the Premises and patrons during this event. The security company must be licensed and bonded in Oregon. All security personnel must be easily identifiable with a shirt, badge, or other item that shows they are Event Staff.

VII. TRAFFIC CONTROL

User shall have traffic control personnel (flaggers) positioned as necessary for Event safety. Flaggers must possess a Certified State Flagger Card that is ODOT approved. Flaggers must be easily identifiable with a reflective vest that shows they are Event Staff.

VII. ALCHOHOL

User agrees that no alcohol will be served or sold on any City property during the Event with the exception of alcohol that would be served and consumed in an age restricted area with City approval.

IX. CITY'S DUTIES

Any work that the City performs for the Event will be reimbursed by the Rotary Club of Gladstone-Oak Grove. An itemized bill will be provided to the Rotary Club of Gladstone-Oak Grove and paid in full to the City within 30 days of invoice. The City may, in its sold discretion, agree to forgive any such invoice for City services or expenses provided to the GCF. City will provide the following services for the Event.

1. The City agrees to loan User barricades and have them available at agreed upon locations. User is responsible for setting up and tearing down barricades, returning them to the agree upon locations.
2. The City agrees to obtain traffic pylons from the City of Lake Oswego or another municipality should there be a need for the use of pylons.
3. The City agrees to provide usage of available electrical hookups and will bill the User for electricity used at Patterson Park.
4. In the past the City's contribution has been up to \$1500 dollars of out of pocket and in-kind. We respectfully request that the City of Gladstone again contribute at this same level.
5. The GCF is also asking that City forgive the cost of the Event insert in the City's July Newsletter.

X. USER'S DUTIES

In addition to other User responsibilities set forth herein:

1. The User will be responsible for actual repair and/or clean-up costs incurred by the City if City property is damaged or vandalized as a result of Users use of the Premises under this Agreement and User agrees to reimburse the City for any such actual expenses.
2. User shall, at its expense, provide an emergency plan which must include a first aid station equipped with Emergency Medical Technicians on standby throughout the scheduled Event hours.

3. User will require all food vendors to have temporary health permits and conform to all regulations as stated by the Clackamas County Health District.
4. User shall prohibit patrons from bringing glass containers of any kind onto the premises.
5. User is responsible for all other Event management issues not specifically enumerated in the Agreement.
6. User is to provide all lighting for the Event including the illumination of parking areas for safety.
7. User is to provide all generators needed and have them inspected and approved by the Fire Marshall after set-up but before usage.
8. User is to provide temporary restroom facilities at all locations including restrooms that are ADA compliant. User is to provide dumping tanks for the disposal of Vendor's grey water.
9. Any services contracted by the User are to be billed to and in name of the User,. The City shall not incur any bills on behalf of the User.
10. User is to contract for the disposal of all trash, provide all trash receptacles and empty trash containers as frequently as needed.
11. User is to provide smoking receptacles for the safe and appropriate disposal of used cigarettes.
12. User will assist City to pick up and return traffic pylons should they become necessary to use at the GCF.

Staff Contact Information

Principal City Contact
Tami Bannick, City Hall
Administrative Assistant
503-557-2769
bannick@ci.gladstone.or.us

Insurance/Contracts
Jolene Morishita 503-
557-2766
morishita@ci.gladstone.or.us

Operations/Road Closures
Scott Tabor, Public Works Supervisor
503-209-5158
tabor@ci.gladstone.or.us

Fire Department
Mike Funk, Fire Marshal 503-557-
2775
funk@ci.gladstone.or.us

Police Department
Jeff Jolley, Lieutenant 503-557-
2765
Email:
Emergency: 911
Non-Emergency Dispatch: 503-655-8211



City of Gladstone
Special Events Permit Application
 525 Portland Avenue
 Gladstone, Oregon 97027
 503-557-2769

Fill out completely and type or print legibly. Completed applications must be submitted at least 30 calendar days in advance. Failure to do so could result in permit denial.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION (Person/Group Responsible)				
Name of Applicant/Person Responsible: <u>GLADSTONE - OAK GROVE ROTARY CLUB</u>				
Applicant Street Address <u>P.O. BOX 2</u>		City, State, ZIP <u>GLADSTONE, OR 97027</u>		
Applicant Phone: <u>503-656-8426</u>		Applicant FAX:		
Sponsoring Organization Name: <u>GLADSTONE - OAK GROVE ROTARY CLUB</u>				
Organization Phone: (office) <u>503-360-5593</u> (cell)		(Email) <u>REVERETT78@YAHOO.COM</u>		
Name of contact person "on site" day of the event: <u>ROBERT EVERETT</u> (cell - required) <u>503-201-0785</u>				
EVENT INFORMATION				
Event Type <input type="checkbox"/> Run/Walk <input type="checkbox"/> Bike Ride/Race <input checked="" type="checkbox"/> Parade <input checked="" type="checkbox"/> Festival/Fair <input type="checkbox"/> Farmers/Street Market <input checked="" type="checkbox"/> Concert/Performance				
<input type="checkbox"/> Car Show <input type="checkbox"/> Film Production <input type="checkbox"/> Rally <input type="checkbox"/> Demonstration "First Amendment" Event <input checked="" type="checkbox"/> Street Closure				
<input type="checkbox"/> Construction (construction, road, sewer, water, drilling, blasting, etc) <input type="checkbox"/> Other (please specify):				
Event Name: <u>GLADSTONE COMMUNITY FESTIVAL</u> Event Site: <u>PORTLAND AVE - MAX PATTERSON PK</u>				
Event Dates: <u>AUGUST 5 - 7, 2016</u>				
Event Hours: (start) (end) <u>SEE ATTACHED EXHIBIT</u>				
Set-up Date: Start Time End Time <u>SEE ATTACHED EXHIBIT</u>				
Break-Down Date: Start Time End Time <u>SEE ATTACHED EXHIBIT</u>				
Participant type and numbers of each type:	Participants:	Vehicles:	Bands:	Animals:
	Spectators:	Floats:	Bikes:	Other:
Overall Event Description				
Briefly explain event and event details: <u>GLADSTONE'S SIGNATURE SUMMERTIME EVENT. FOCUS ON COMMUNITY TO ENHANCE FELLOWSHIP + PARTICIPATION BY BRINGING COMMUNITY MEMBERS TOGETHER TO ENJOY SUMMERTIME ACTIVITIES, EDUCATION, MUSIC, PICNICS, PARADE, CAR SHOWS + COMPETITIVE EVENTS. GOAL IS TO ENHANCE EDUCATION, ECONOMIC DEVELOPMENT AND TO IMPROVE COMMUNITY INTEGRITY THROUGH COMMUNITY SERVICE.</u>				
STREET CLOSURE INFORMATION				
Names of streets to be closed (attach further closures on a separate sheet if needed)			<u>SEE ATTACHED.</u>	
	Between		And	
Provide a detailed map that includes the start point, end point, direction of travel, and street names. Include if the route will be held on sidewalk, street, etc. Barricades, including set up and take down, will be the responsibility of the applicant to obtain (i.e. from a rental store) for the event.				
<u>SEE ATTACHED.</u>				

Are you requesting a complete or rolling street closure? Why are you requesting this street closure?

(A completed Property Owner Notification Form must be completed and submitted with this application for complete street closures)

Complete closures for car show, parade, and streets adjacent to Max Patterson Park

Notice citizens of closures through City of Gladstone newsletter, Meanwhile in Gladstone, NextStore GLADSTONE and Community Festival website

Time of Street Closure

Start:

End:

Will your proposed route cross and/or utilize where TriMet operates? Yes No

For TriMet bus maps please go to: <http://www.trimet.org/schedules/index.htm> (Contact TriMet at 503-962-8117.)

EVENT DETAILS

Does your event involve the sale or consumption of alcoholic beverages? Yes No Oregon Liquor Control: 503-872-5000

If yes, will this activity occur on (or spill into) city streets? Yes No

If yes, please describe:

If alcohol will be served in any of the City's parks, applicants must complete a permit request pursuant to Gladstone Municipal Code Section 12.12.100.

Will items, food, drinks, or service be sold at your event? Yes No If yes, will this activity occur on (or spill into) city streets?

Yes No Please describe:

Food Vendors at Max Patterson Park
+ Portland Ave - (Adjacent Sidewalks)

All vendors must possess a City of Gladstone Temporary Business License. Additionally, all food vendors must have a signed application by the Clackamas County Health Department for the Event. The signed application must be on site as proof of Clackamas County Health Department approval. <http://www.clackamas.us/publichealth/restaurantlicensing.html>

Will the event have amplified sound? Yes No If yes, a completed Noise Variance Application Form must be completed and submitted with this application.

Will the event be posting signs? Yes No If yes, a completed temporary sign application must be completed and submitted with this application.

Safety/Environmental Requirements

Temporary restrooms, hand washing stations, dumping/holding tanks, and recycling/garbage bins will be the responsibility of the applicant to rent. No grey water may be dumped in storm drains, streets, grass areas, etc. Violators may be cited and fined with the possibility of the entire event shut down.

Please describe in detail, your restroom, dumping, garbage/recycling, clean-up plan for this event:

See Attached

By signing this application, the applicant agrees to meet all requirements of the Oregon Fire Code, ODOT, City Code, and Gladstone Fire Department Permit Guidelines (attached) for the duration of the event.

SECURITY/VOLUNTEERS

Please describe your procedures for crowd control and internal security and any emergency vehicle response plan:

See Attached

Are you expecting City police services at intersection and/or for crowd control? Yes No

Do you plan on utilizing volunteers? Yes No (volunteer/monitors are required)

If yes, in what capacity?

Name and phone number of volunteer coordinator: *Robert Everett 503-201-0185*

INSURANCE AND INDEMNIFICATION

HOLD HARMLESS AGREEMENT: IN CONSIDERATION OF THE CITY OF GLADSTONE GRANTING THIS PERMIT, THE SPONSOR(S) OF THIS EVENT HEREBY AGREE TO SAVE, DEFEND AND HOLD HARMLESS AND INDEMNIFY THE CITY, ITS AGENTS, OFFICIALS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS AND SUITS (INCLUDING ALL ATTORNEY FEES AND COSTS) BROUGHT BY ANY PERSON ALLEGING PERSONAL OR BODILY INJURY OR PROPERTY DAMAGE AS A RESULT OF THIS EVENT OR A PERSON'S PARTICIPATION IN IT AND NOT CAUSED BY THE NEGLIGENT ACTS OF THE CITY.

Signature of Sponsor or Authorized Representative

Joe Q Kaufman

Date

4/18/16

LIABILITY AGREEMENT: SPONSORS OF SMALL PARADES, LARGE PARADES, SMALL ATHLETIC, LARGE ATHLETIC, EXTRA LARGE USES, AND POSSIBLY EXCEPTIONS SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY THE CITY AND THE CITY'S OFFICERS, AGENTS AND EMPLOYEES AGAINST ALL CLAIMS, DEMANDS, ACTIONS AND SUITS (INCLUDING ALL ATTORNEY FEES AND COSTS) BROUGHT AGAINST ANY OF THEM ARISING FROM SPONSOR'S ACTIVITIES AUTHORIZED BY A STREET AND SIDEWALK USE PERMIT.

The sponsor shall maintain general liability insurance that protects the sponsor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from the sponsor's Event. The insurance shall provide coverage for not less than \$2 million per occurrence – some exceptions may be made down to \$1 million at the discretion of the City based on the risks involved in the event. Sponsor may be required to provide proof of insurance in the form of a certificate of insurance and also an endorsement showing the City as an additional insured.

I have read the hold harmless agreement and liability agreement and agree the terms herein.

Signature of Sponsor or Authorized Representative

Joe Q Kaufman

Date

4/18/16

EXHIBIT A

I. PROPOSED AGREEMENT

The User shall have the right to use the Premises and a portion of the public right of way during designated times as listed below and in the Permit Application only for the 2016 Gladstone Community Festival (hereinafter "GCF) with City approval. The following dates and times are tentatively planned:

Premise(s): Max Patterson Park
Date(s)/Times(s): Event – August 5, 2016 (GCF Event) Set up – begins Aug. 5, 2016
Tear down – complete August 7, 2016 4:00 p.m.

Premise(s): Parade Route (See Attached)
Event – August 6, 2016
Set up – begins August 6, 2016- 8:00 a.m. Tear down – complete August 6, 2016 – 1p.m.

Premise(s): Portland Avenue (See Attached)
(Cruise-In) Date(s)/Times(s):
Event – August 7, 2016
Set up – begins August 7, 2016 6:00 a.m.
Tear down – complete August 7, 2016 4:00 p.m.

1. The User, its employees, sub-contractors, guests, patrons, or invitees shall use the premises in a safe, careful, and lawful manner, and use reasonable, best efforts to ensure the Premises and other City property are not altered, marred, defaced.
2. User shall be responsible for all costs, arrangements, and equipment related to production of the Event, including but not limited to removal of trash, renting portable toilets, setting up and tearing down portable stages, erecting and taking down temporary fencing. All invoices for services provided to User shall be invoiced to User, not City.
3. User agrees to limit and/or prevent any commercialism on the Premises, specifically Max Patterson Park which would reflect negatively on the City, its officials, employees or patrons. Any commercial display should be done in a professional manner and at the request of the City must be altered or changed. Nothing obscene or vulgar will be tolerated.

II. PARADE

1. The Event will include a parade which will be routed from Portland Avenue to Hereford Street to Harvard Avenue to Gloucester Street to Portland Avenue to

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Berkeley Street to Yale Avenue where the parade will end. The streets along the parade route will be temporarily closed from 8:30 a.m. to noon on August 6, 2016.

2. User agrees to notify all owners with property adjacent to the parade route (and in the vicinity of street closures affected by the temporary street closures in writing a minimum of two weeks prior to the parade.

III. ROAD CLOSURES

The City agrees to the following road closures during the event:

1. Exeter Street between Cornell and Yale for the exclusive use of emergency vehicles.
2. East Fairfield closed between Cornell and Yale for vendor booths.
3. Cornell Street between East Fairfield and East Exeter Street for the main stage.
4. Portland Avenue between Arlington and Jersey (subject to expansion with City approval) on August 7, 2016, from 8:00a.m. to 4:00 pm for Cruise-In event.

IV. ROAD CHANGES

(Reserved for later discussion)

V. VENDORS

1. User agrees that all vendors for commercial amusement rides, food, game concessions, novelty stands, shows, support vehicles and equipment (Vendors) shall be fully inspected, permitted or licensed as required by state law and shall strictly comply with every provision of appropriate city, county, state, federal, and other governmental law, rule, or regulation applicable in any manner to its activities. The following vendors are prohibited: bouncy houses or any other game involving bouncy balls, etc. unless approved by the city.
2. User will direct that all Vendors to obtain a Gladstone business license/mobile vendor permit, unless specifically exempt under state or federal law, to be authorized to operate within the City.
3. User will direct that all food Vendors to obtain and keep an appropriate restaurant licensing, and must meet all federal, state and local health code requirements.
4. User shall keep all Vendor records on file and provide a copy of them to the Assistant City Administrator by July 15, 2016.
5. User will inform all Vendors that no dumping of any grey water into the storm drains is permitted. User will be responsible for any dumping that occurs during the Event.

6. User must provide City with all Vendor certificates of insurances and endorsements naming the City as an additional insured for the event. All Vendor policies are subject to the same conditions listed in the Insurance section (XIII) below.

VI. SECURITY

User shall hire and assign security as necessary to protect the Premises and patrons during this event. The security company must be licensed and bonded in Oregon. All security personnel must be easily identifiable with a shirt, badge or other item that shows they are Event Staff.

VII. TRAFFIC CONTROL

User shall have traffic control personnel (flaggers) positioned as necessary for event safety. Flaggers must possess a Certified State Flagger Card that is ODOT approved. Flaggers must be easily identifiable with a reflective vest that shows they are Event Staff.

VIII. ALCOHOL

User agrees that no alcohol will be served or sold on any City property during the Event with the exception of alcohol that would be served and consumed in an age restricted area with City approval.

IX. CITY 'S DUTIES

Any work that the City performs for the Event will be reimbursed by the Rotary Club of Gladstone-Oak Grove. An itemized bill will be provided to the Rotary Club of Gladstone-Oak Grove and paid in full to the City within 30 days of invoice. The City may, in its sole discretion, agree to forgive any such invoice for City services or expenses provided to the GCF. City will provide the following services for the event:

1. The City agrees to loan User barricades and have them available at agreed upon locations. User is responsible for setting up and tearing down barricades, returning them to the agreed upon locations.
2. The City agrees to obtain traffic pylons from the City of Lake Oswego or another municipality should there be a need for the use of pylons.
3. City agrees to provide usage of available electrical hookups and will bill the User for electricity used at Patterson Park.

X. USER'S DUTIES

In addition to other User responsibilities set forth herein:

1. The User will be responsible for actual repair and/or clean-up costs incurred by the City if City property is damaged or vandalized as a result of Users use of the

Premises under this Agreement and User agrees to reimburse the City for any such actual expenses.

2. User shall, at its expense, provide an emergency plan which must include a first aid station equipped with Emergency Medical Technicians on standby throughout the scheduled Event hours if needed.
3. User will require all food vendors to have temporary health permits and conform to all regulations as stated by the Clackamas County Health District.
4. User shall prohibit patrons from bringing glass containers of any kind onto the premises.
5. User is responsible for all other Event management issues not specifically enumerated in this Agreement.
6. User is to provide all lighting for the Event including the illumination of parking areas for safety.
7. User is to provide any generators needed and have them inspected and approved by the Fire Marshal after set-up but before usage.
8. User is to provide temporary restroom facilities at all locations including restrooms that are ADA compliant. User is to provide dumping tanks for the disposal of vendor's grey water.
9. Any services contracted by the User are to be billed to and in the name of the User. The City shall not incur any bills on behalf of the User.
10. User is to contract for the disposal of all trash, provide all trash receptacles, and empty trash containers as frequently as needed.
11. User is to provide smoking receptacles for the safe and appropriate disposal of used cigarettes.
12. User will assist City to pick up and return traffic pylons should they become necessary to use at the GCF.

Staff Contact Information

Principal City Contact
Tami Bannick, City Hall
Administrative Assistant
503-557-2769

bannick@ci.gladstone.or.us

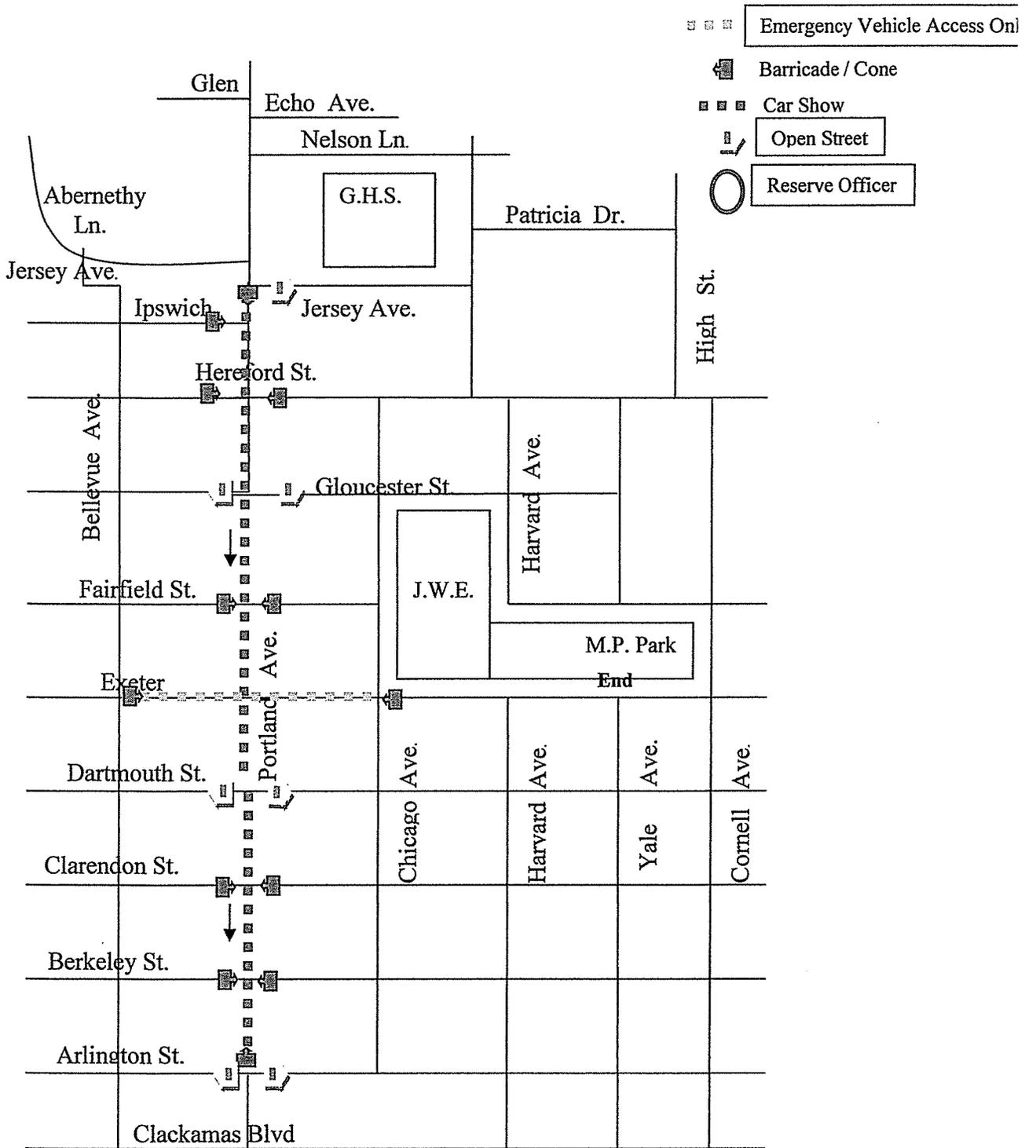
Insurance/Contracts: ?

Operations/Road Closures
Scott Tabor, Public Works Supervisor
503-209-5158
tabor@ci.gladstone.or.us

Fire Department
Mike Funk, Fire Marshal 503-557-
2775
funk@ci.gladstone.or.us

Police Department
Jeff Jolley, Interim Police Chief
503-656-5225
Email: jolley@ci.gladstone.or.us
Emergency: 911
Non-Emergency Dispatch: 503-655-8211

GLADSTONE CULTURAL FESTIVAL CAR SHOW



**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITIES OF GLADSTONE AND OREGON CITY**

This agreement ("Agreement") is made and entered into by and between The City of Gladstone ("Gladstone") and the City of Oregon City ("Oregon City") effective as of the last date of signature indicated below ("Effective Date").

RECITALS

- A. Gladstone has an operational need for staffing in the Public Works Department to perform right of way management services, including assistance with drafting and implementing and comprehensive right of way ordinance, consistent with the policies of Gladstone as determined by the City Council in enacting an ordinance, as well as assistance with geographic information systems (GIS) related to utility use of the rights of way.
- B. Oregon City is willing to provide staff to assist Gladstone with right of way management and GIS implementation in accordance with the terms and conditions set forth in this Agreement.
- C. By the authority granted in Oregon Revised Statutes (ORS) 190.010 *et. seq.*, local government agencies may enter into cooperative agreements with other units of local government to further economy and efficiency, on terms and conditions mutually agreeable to the contracting parties.

Now therefore, it is agreed by and between Gladstone and Oregon City as follows:

TERMS OF AGREEMENT

- 1. Scope of Work: Oregon City shall provide Gladstone qualified staff ("Staff") with sufficient expertise and experience to perform the right of way management and GIS services (together, the "Services") described in this section.

1.1 Right of Way Management: Oregon City will make available one Staff member with experience in implementing a comprehensive right of way management ordinance regulating use of the rights of way by utilities in Gladstone and a permit program for utility construction in the right of way. Staff will work with Gladstone staff, City Attorney, the City Council (only as directed by the Gladstone City Administrator), utilities and other identified stakeholders in drafting the ordinance for consideration by the Gladstone City Council. In the event the Gladstone City Council adopts the ordinance, Staff will assist Gladstone in implementing the ordinance by, among other things, notifying effected and potentially effected utilities of the ordinance's requirements, responding to inquiries regarding the impact of the ordinance, drafting any documents necessary to implement the ordinance and other related activities as reasonably directed by the Gladstone City Administrator or designee. Staff will also work with Gladstone staff and City Attorney as needed to implement a program for utility right of way construction permits as reasonably directed by the Gladstone City Administrator or designee.

1.2 GIS: Oregon City will provide staff and perform the services described in Exhibit A related to geographic information systems. Gladstone acknowledges that completion of the GIS services will require it to purchase certain subscriptions and aerial photographs as described in Exhibit A, and shall use best efforts to do so in the time reasonably requested by Oregon City in order to allow Oregon City to perform the Services.

- 2. Policies and Communications: Staff will utilize Gladstone's policies and procedures in performing the Services. Gladstone may establish email addresses and/or provide letterhead

for use by Staff, provided that the Gladstone Public Works Director or designee shall have the opportunity to review and approve all communications prior to Staff releasing them to any third party.

3. Hours. Staff shall work not more than 8 hours per day in performing the Services, unless Staff receives prior written agreement from the Gladstone Public Works Director. Gladstone shall pay the overtime rate set forth in section 4 for any Services requested by the Gladstone City Administrator or Gladstone Public Works Director to be performed outside Staff's normal working hours. Except as provided in the preceding sentence or otherwise agreed to in writing by the parties, Gladstone shall not be responsible for any overtime payments owed to Staff pursuant to Oregon City's policies or applicable laws.

4. Rates and Expenses.

4.1 Services will be provided at an hourly rate (rounded to the nearest quarter hour) payable to Oregon City, in accordance with the schedule shown below, through June 30, 2017:

- Right of Way Management – \$63.00 per hour; \$86.00 for overtime work
Public Works Director – \$102 per hour
- GIS – \$80.00 per hour for GIS Coordinator; \$103.00 for overtime work
\$69.00 per hour for GIS Technician; \$92.00 for overtime work

Prior to June 30, 2017, and thereafter prior to June 30th of every year of this Agreement, the parties will agree on changes to the hourly rates set forth above, which changes shall be based on cost of living adjustments, changes to Staff salary and/or benefits, and similar demonstrable changes that impact Oregon City's costs for Staff. The Oregon City City Manager and Gladstone City Administrator have (or are hereby granted) the authority to agree to rate changes as provided in this subsection, which changes shall be in writing and signed by the Manager/Administrator. Any changes shall take effect on July 1st, unless otherwise agreed to in writing.

Oregon City shall obtain written consent from Gladstone prior to performing GIS services that exceed the cost estimates set forth in Exhibit A. Unless otherwise set forth in Exhibit A, for purposes of the previous sentence, the cost estimates are annual estimates that will begin on the effective date of this Agreement are reset at \$0 on each annual anniversary of the effective date.

4.2 Gladstone shall reimburse Oregon City for expenses incurred in performing the Services, provided that Oregon City shall obtain approval from Gladstone prior to incurring expenses that exceed \$250.00 per month. Expenses include mileage for Staff travel related to the Services and other expenses related to the Services as agreed to by the parties in writing. Gladstone shall pay the cost of the upgrade to Oregon City's web server operating system required to perform the GIS services as described in Exhibit A ("Server Upgrade"), which cost is set forth in Exhibit A.

4.3 Oregon City will invoice Gladstone on a monthly basis based on time sheets to be submitted by Staff for hourly Services rendered to Gladstone. The time sheets shall include time actually worked by the Staff and a summary of the work performed. Gladstone agrees to pay the invoice within 30 days from receipt of the invoice.

- 5 While performing Services, Staff will be subject to the direction and control of the Gladstone Public Works Director or designee. Staff shall follow all applicable laws and Gladstone public records management and other administrative processes and procedures. However, Staff will remain full-time employees of Oregon City and will continue to be compensated and provided benefits, as applicable, by Oregon City and shall not be entitled to any benefits or other compensation from Gladstone. Nothing herein is intended to nor does it create an employment relationship between Staff and Gladstone.
- 6 All fees for, and revenue generated by, the work performed by Staff while working at Gladstone will be collected and retained by Gladstone.
- 7 Staff's work will be periodically evaluated by the Gladstone Public Works Director or designee and communicated to the Oregon City Public Works Director. Addressing grievances, disciplining Staff or resolving other personnel-related problems will be the responsibility of the Oregon City Public Works Director or designee, with the full cooperation and assistance of the Gladstone Public Works Director or designee.
- 8 This Agreement expires five (5) years from the Effective Date. Either party may terminate the Agreement at any time prior to that expiration by providing written notice to the other party. This Agreement may be extended with not less than thirty (30) days prior written notice and the consent of both parties in writing.
 - 8.1 The parties acknowledge that the right of way management services described in subsection 1.1 of this Agreement and the GIS services described in subsection 1.2 of this Agreement are distinct services to be provided by different Staff. Either party may choose to terminate or extend the right of way management services described in subsection 1.1, or the GIS services described in subsection 1.2, and continue to provide/receive the service that has not been terminated or that has been extended. Nothing in this subsection is intended to nor does it limit either party's right to terminate or reject the extension of either or both Services or this Agreement as provided in this section.
 - 8.2 In the event Oregon City terminates the GIS services described in subsection 1.2 of this Agreement prior to July 1, 2018, for any reason other than a breach by Gladstone, or if Gladstone terminates the GIS services prior to July 1, 2018, due to a breach by Oregon City, Oregon City will refund to Gladstone a pro-rated amount of the cost of the Server Upgrade, calculated based on the total cost of the Server Upgrade divided by 24, multiplied by the number of months (or partial months) remaining from the date of termination until July 1, 2018. Gladstone shall not be entitled to a refund in the event Oregon City terminates the GIS Services prior to July 1, 2018, due to Gladstone's breach, or in the event Gladstone terminates the GIS services prior to July 1, 2018, for any reason other than a breach by Oregon City. Prior to July 1, 2018, a party seeking to terminate this Agreement due to a breach by the other party must give the other party prior written notice and a reasonable opportunity to cure the breach.
- 9 Subject to the limitations of the Oregon Tort Claims Act, each party agrees to indemnify, defend and hold harmless the other party and its officers, agents, employees and elected officials from any and all liability, loss, and costs arising out of or resulting from the acts of the individual City, their officers, agents, employees and elected officials, including intentional or willful misconduct, in the performance of this Agreement.

- 10 The Oregon City Public Works Director and Gladstone Public Works Director may establish rules and practices necessary carry out this Agreement. Such rules and practices shall be put in writing and bear the signatures of the Oregon City Public Works Director and Gladstone Public Works Director to signify mutual agreement. Rules and practices adopted under this section shall not modify the terms of this Agreement
- 11 Each jurisdiction is a subject employer under the Oregon Workers' Compensation Law, and at all times shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon Law for all their subject workers. Each party agrees to maintain insurance consistent with the Oregon Tort Claims Act, ORS 30.270 and customary for public agencies of the same size and type.
- 12 Oregon City and Gladstone agree this Agreement does not constitute a transfer of public employees pursuant to ORS 236.605 through 236.640.
- 13 Any notice herein required or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the parties as follows:

City Manager City of Oregon City 625 Center Street Oregon City, OR 97045	City Administrator City of Gladstone 525 Portland Avenue Gladstone, Oregon 97027
---	---

These addresses may be changed by written notice to the other parties.

- 14 This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
- 15 This Agreement and its exhibit constitute the entire agreement between Oregon City and Gladstone on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instances and for the specific purpose given. This Agreement is personal to Oregon City and Gladstone and is not intended to confer upon any other person or entity any rights or remedies whatsoever.

The parties by execution of this Agreement, hereby acknowledge that their respective City Manager/Administrator have read and understand this Agreement, that each has the authority to sign and bind respectively Oregon City and Gladstone and that Oregon City and Gladstone shall be bound by its terms and conditions.

GLADSTONE

Eric Swanson, City Administrator

Date

City of Gladstone

OREGON CITY

Tony Konkol, City Manager
City of Oregon City

Date

City of Gladstone Staff Report

Report Date: 4/19/2016
Meeting Date: 4/26/2016
To: City Council
From: Traffic Safety Committee

AGENDA ITEM:

Zoned Parking Designations on Portland Ave. and W. Gloucester

History/Background:

Pamela Orrell came to a Traffic Safety Committee Meeting a few months ago asking for 2 hour parking from 8am to 6pm M-F adjacent to here properties. Pamela's tenant's customers have had a difficult time finding parking spaces available during business hours.

Proposal:

Pamela is asking for 2 hour parking from 8am to 6pm M-F for six parking spots at 820 Portland Ave. (four spots on Portland Ave. and two spots on Gloucester). Pamela is also asking for one 2 hour parking spot from 8am to 6pm in front of 115 W. Gloucester. Pamela is asking for the three spots on Gloucester to be painted as they are on Portland Ave. Please see attached maps and documents from Pamela. The Traffic Safety Committee has discussed this request and agreed to move it forward to council for approval.

Options:

1. Approve request as written.
2. Modify request and approve.
3. Do nothing and leave parking as is.

Cost Impact:

Signs and posts at \$1,610 with labor and materials.
Painting of the parking spots at \$705 with labor and materials.
For a total of \$2,315.

Recommended Staff Action:

Gladstone Traffic Safety Committee recommends City Council approval by making the following motion: **"I make a motion to have staff install signage and striping designating 7 parking spaces in total to 2 hour parking from 8am to 6pm Monday through Friday at 820 Portland Ave. and 115 W. Gloucester as indicated on the attached drawings"**.

Department Head
Signature: _____

Date: 4/20/16

City Administrator
Signature: _____

Date: 4-19-16

Pamela J. Orrell
PO Box 232
Gladstone OR 97027
503-557-8488
pamela@orrell.com

April 7, 2015

Jim Whynot, Director
Public Works Department
City Hall
525 Portland Avenue
Gladstone, OR 97027

Re: Zoned Parking Designations
Portland Avenue / W. Gloucester

Dear Jim,

Thank you for your time yesterday to help move this project forward. Attached are site plans showing parking spaces previously approved by the Planning Commission in conjunction with Clackamas County Transportation and Development. For your reference, google map photos are provided for each street portion, indicating the number of parking spaces and approximate locations.

Portland Avenue frontage already has parking spaces marked on the pavement. The north and south sections of W. Gloucester that need zoned parking currently have no marked spaces, but we kindly request that be done as well.

The tenants in both buildings at 820 Portland Avenue and 115 W. Gloucester would greatly appreciate if this request can be expedited. Please notify me as soon as you have an install date scheduled, so that I can share this with them.

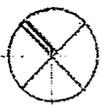
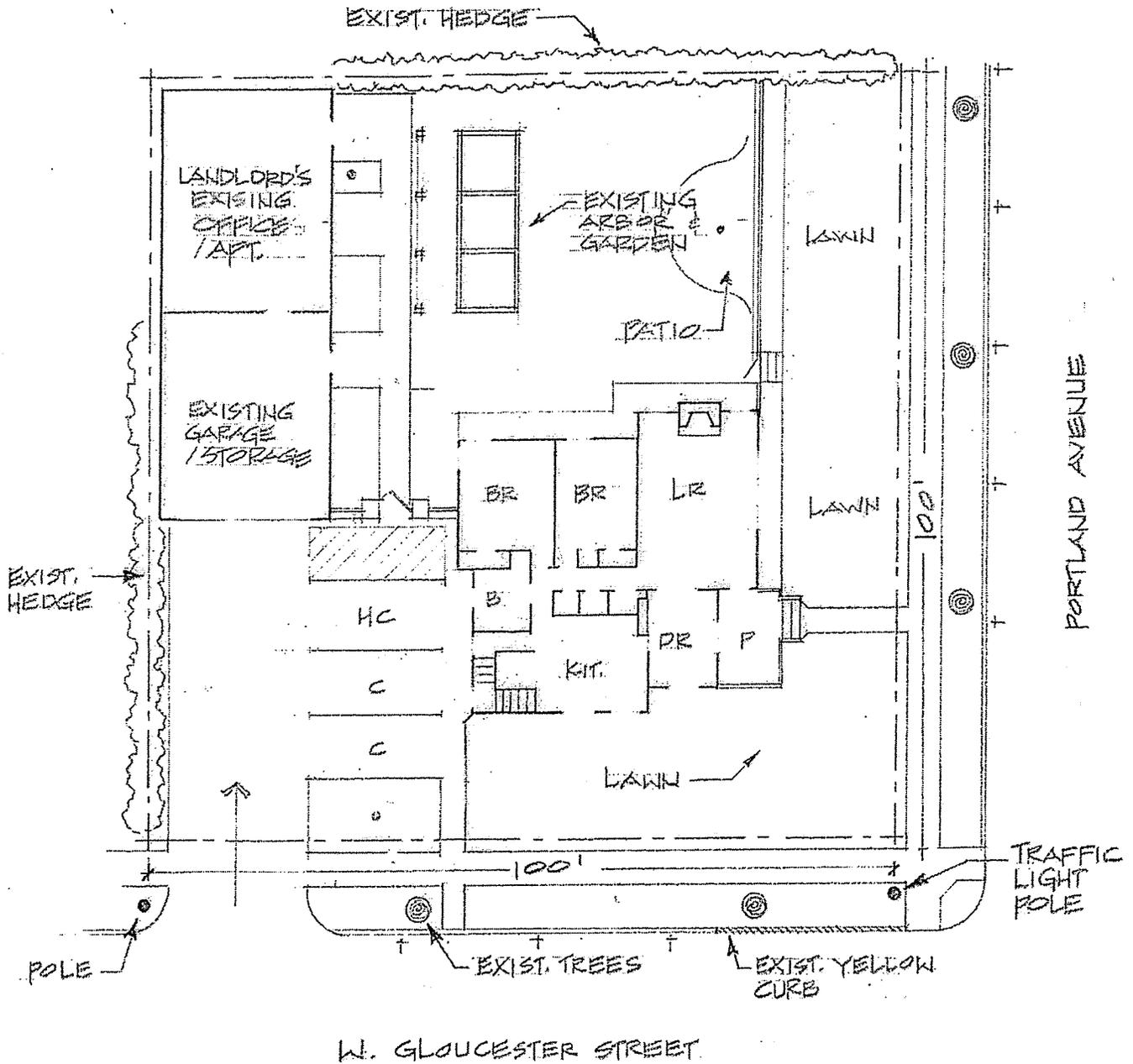
Feel free to contact me with any questions.

Sincerely,



Pamela J. Orrell

Enclosures



EXISTING PLAN/SITE

1" = 20'

TAX LOT # 3700, LOTS 15 & 16, BLOCK 3, 2 ZE 20BC
GLADSTONE PLAT



Image capture: Aug 2011 © 2016 Google

Gladstone, Oregon
Street View - Aug 2011

(4) ZONED PARKING SPACES AT EDWARD JONES ON PORTLAND AVE, FRONTAGE. SPACES ARE ALREADY MARKED ON PAVEMENT.

Google Maps W Gloucester St

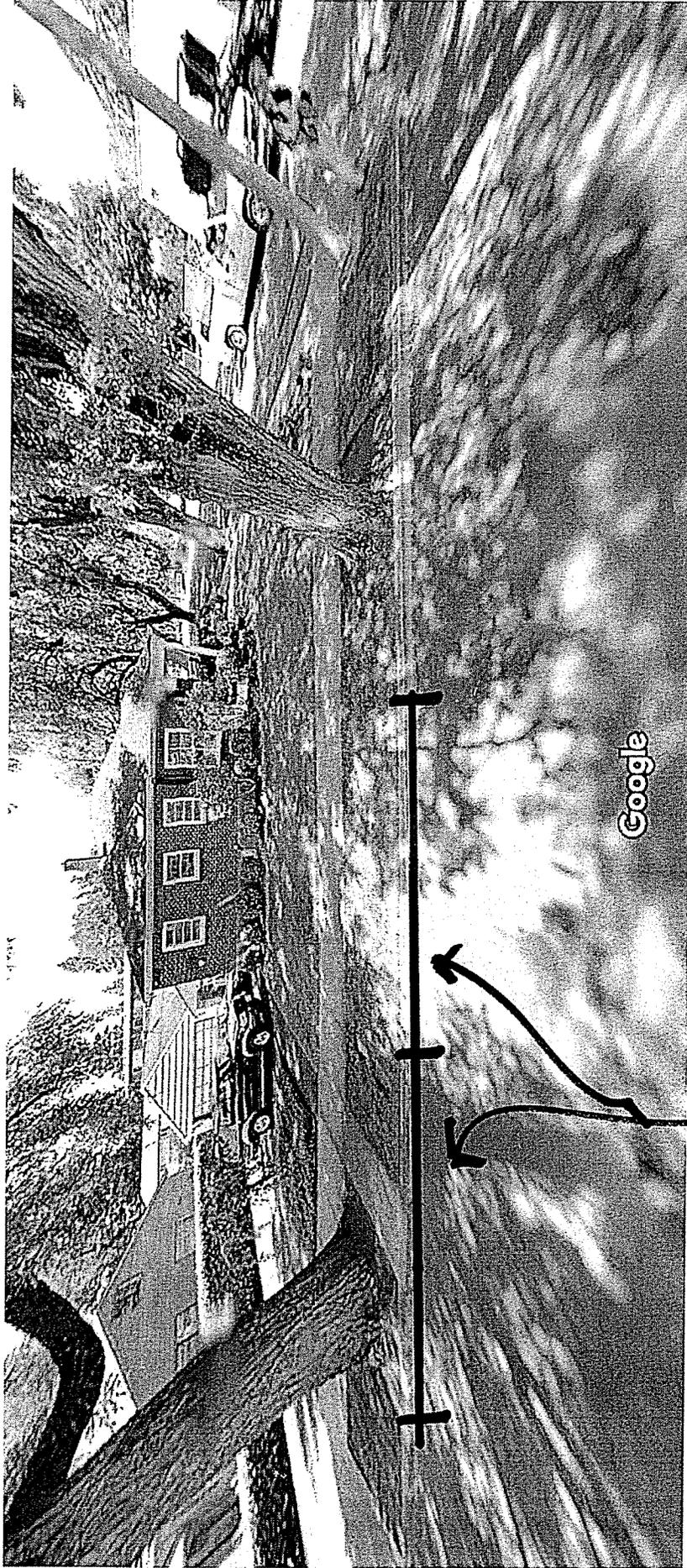


Image capture: Jul 2012 © 2016 Google

Gladstone, Oregon

Street View - Jul 2012

(2) ZONED PARKING SPACES

EDWARD JONES ON

W. GLOUCESTER SIDE

OFF PORTLAND AVE, INTERSECTION

* SPACES NEEDED TO BE MARKED

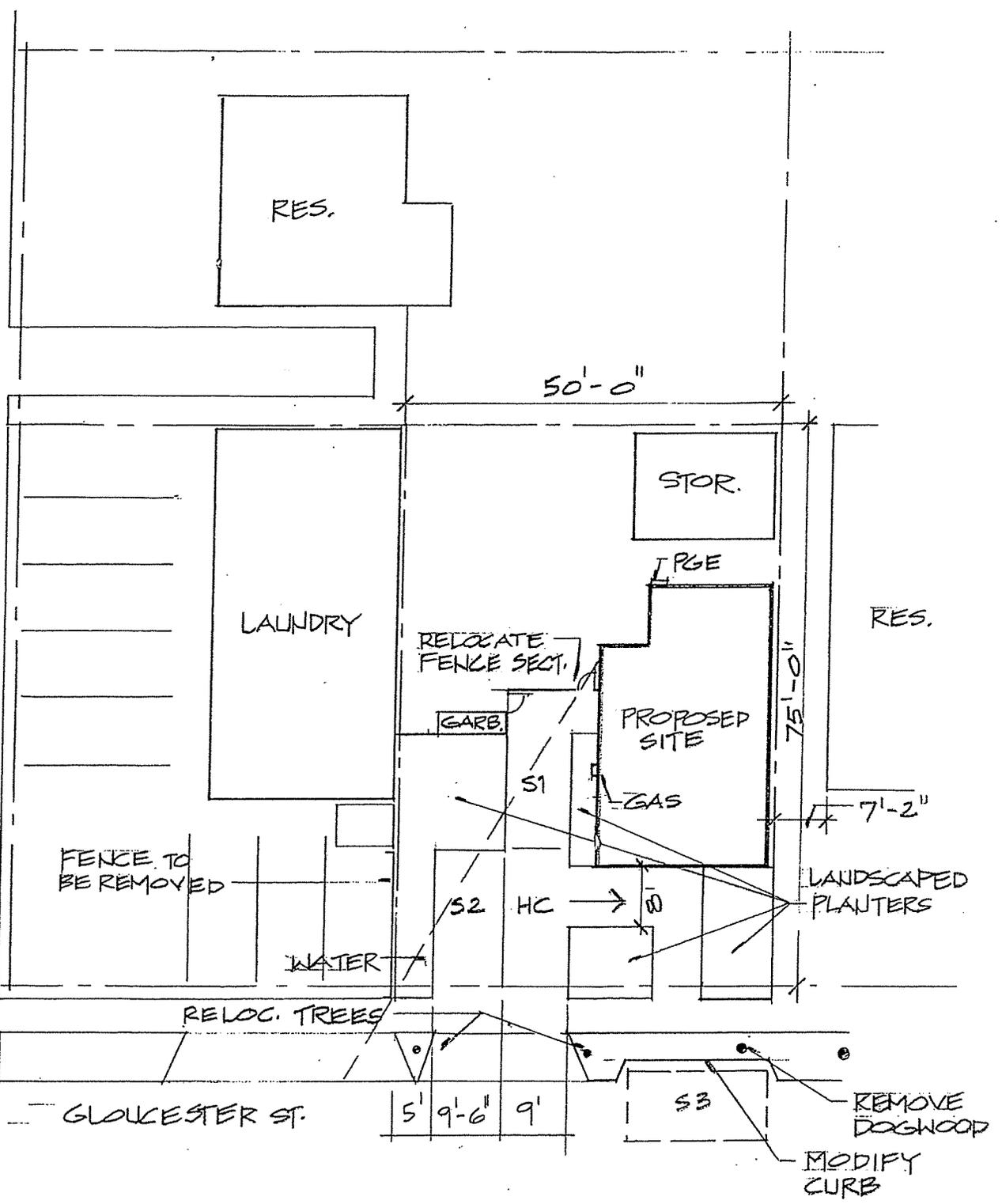
Google Maps



SCALE: 1" = 20'

PORTLAND AVENUE

S4



FENCE TO BE REMOVED

LAUNDRY

RES.

50'-0"

STOR.

TPGE

RES.

RELOCATE FENCE SECT.

GARB.

PROPOSED SITE

75'-0"

GAS

7'-2"

LANDSCAPED PLANTERS

S1

S2

HC

WATER

RELOC. TREES

GLOUCESTER ST.

5'

9'-6"

9'

S3

REMOVE DOGWOOD

MODIFY CURB

AMENDED SITE PLAN

Google Maps W Gloucester St

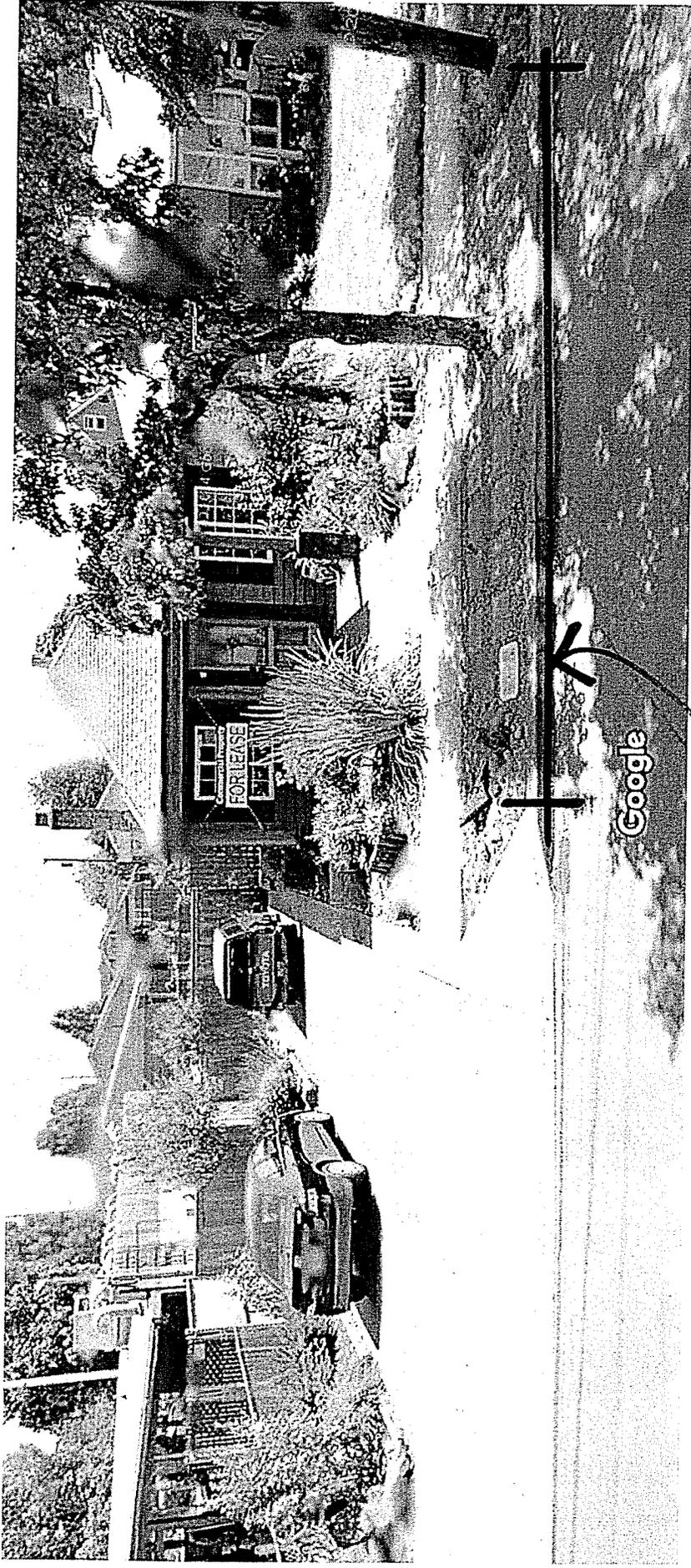


Image capture: Jul 2012 © 2016 Google

Gladstone, Oregon
Street View - Jul 2012

(1)
 ZONED PARKING
 115 W. GLOUCESTER
 * SPACE NEEDS TO BE
 MARKED ON PAVEMENT.

Google Maps

City of Gladstone Staff Report

Report Date: 04/19/2016
Meeting Date: 04/26/2016
To: City Council
From: Jim Whynot, Public Works Director

AGENDA ITEM:

Addie St. Improvements IGA with Clackamas County, Housing and Community Development Division.

History/Background:

This IGA will provide an agreement with Clackamas County to supply funds for the Addie Street Improvements Project which includes design and construction of street, sidewalk, waterline and storm drain improvements along Addie Street from Barclay Avenue to Glen Echo Avenue in the Northwest area of the City of Gladstone. The County has determined that the project is eligible for Community Development Block Grant ("CDBG") funds as a Low-Mod Area Benefit Activity.

Proposal:

Approve an IGA with Clackamas County for Improvements to Addie St. from Barclay Ave. to Glen Echo Ave. The project includes street, sidewalk, water line and storm drain improvements.

Options:

1. Approve the City Administrator to sign the IGA as written.
2. Do not allow the City Administrator to sign the IGA as written.
3. Approve the City Administrator to sign the IGA after recommended Council changes, if any.

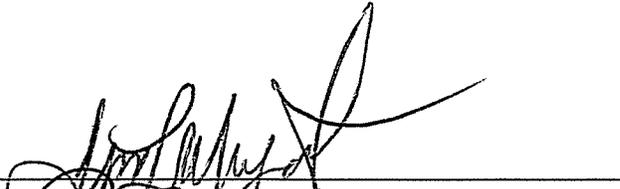
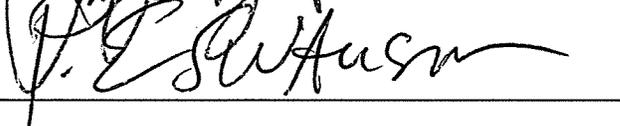
Cost Impact:

The County will provide funds in the amount not to exceed \$190,000. The City of Gladstone will contribute the greater of: 20% of the total project costs or all costs for design and construction which exceed the available CDBG funds budgeted (\$190,000) for the project. The engineering estimate for total project costs are \$370,000. The break down would look like this, Clackamas County paying \$190,000 and Gladstone paying \$180,000.

Recommended Staff Action:

Staff recommends Council approve the IGA as written by making the following motion "I make a motion to have the City Administrator sign the IGA as presented with Clackamas County for the Addie St. Improvements".

Department Head
Signature: _____

Date: 4/20/16

City Administrator
Signature: _____

Date: 4-19-16

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN RESOURCES,
HOUSING AND COMMUNITY DEVELOPMENT DIVISION
AND
THE CITY OF GLADSTONE

I. Purpose

- A. This Intergovernmental Agreement (this “Agreement”) is entered into between Clackamas County, acting by and through its Housing and Community Development Division (“COUNTY”) and the City of Gladstone (“CITY”) for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides for the **2015 Addie Street Improvements** project which includes design and construction of street, sidewalk, waterline and storm drain improvements along Addie Street from Barclay Avenue to Glen Echo Avenue in the northwest area of the City of Gladstone. The project is located in the City of Gladstone. These improvements are herein referred to as the “PROJECT.”
- C. The COUNTY has determined that the PROJECT is eligible for Community Development Block Grant (“CDBG”) funds as a Low-Mod Area Benefit Activity. The service area for the PROJECT is defined as U.S. Census Tract 219.00 Block Group 1 and shown on the map included in Attachment A, attached hereto and incorporated by reference.

II. Scope of Responsibilities

- A. Under this Agreement, the responsibilities of the CITY shall be as follows:
 - 1. The CITY shall provide all necessary supervisory and administrative support to assist the COUNTY with the completion of the PROJECT.
 - 2. The CITY shall obtain any easements or approvals necessary to allow access onto private property through the course of the PROJECT. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”). If assistance is needed for URA

guidance, the COUNTY will make available to the CITY a Right-Of-Way Acquisition Specialist.

3. The CITY shall provide engineering services internally or externally for the design and construction oversight of the PROJECT. Such services shall be provided at no cost to the COUNTY. The CITY shall assume responsibility for ensuring the following:
 - a. The CITY shall provide a registered professional Engineer (herein after referred to as Engineer) to prepare all plans and specifications necessary to publicly bid the PROJECT for award to a construction contractor (herein after referred to as Contractor) and provide construction oversight including staking and surveying of the PROJECT. If the City uses external engineering services by contracting with an engineering firm, the engaged engineering firm may donate staff time as well as donate materials for the PROJECT.
 - b. The CITY shall require the Engineer to maintain comprehensive general (including contractual liability) and automobile liability insurance for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to Engineer's or any of Engineer's subcontractor's performance of this Agreement under the following provisions listed in the matrix below.

Minimum Insurance Requirements for Contracts with Government, Architect or Engineer:

Reason for Contract:	Commercial General Liability:	Automobile Liability Commercial:	Professional Liability:
Consulting Services/ Professional	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Design Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Engineers	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Professional Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000

- c. The CITY shall require the Engineer shall use good faith in order to maintain active coverage for not less than three (3) years following completion of the PROJECT. The CITY shall require the Engineer to include the COUNTY as an additional insured and refer to and support the Engineer's obligation to hold harmless the COUNTY, its officers, commissioners and employees. Such insurance shall provide thirty (30) days written notice to the COUNTY in the event of cancellation, non-renewal, or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. The insurance company will provide written notice to the COUNTY within thirty (30) days after any reduction on the general annual aggregate limit.
- d. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the Engineer's or City's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the contract.
- e. The CITY shall require the Engineer to furnish the COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.
- f. The insurance, other than the professional liability insurance, shall include the COUNTY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance with respect

to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

- g. The CITY shall ensure that the Engineer's responsibilities include, but not be limited to, the following:
 - (i) During construction, the Engineer shall endeavor to guard the COUNTY against apparent defects and deficiencies in the permanent work constructed by the general contractor.
 - (ii) The Engineer shall submit all reports and recommendations concerning construction to the COUNTY for their approval. The COUNTY agrees that no decisions affecting construction shall be made without CITY approval.
 - (iii) In the event modifications to the construction contract, which result in an increase in the contract amount, are made without the prior approval of the COUNTY, CITY shall be solely responsible for these modifications.
 - (iv) The Engineer shall notify the County Surveyor of the PROJECT and provide CITY, design Engineer, surveyor and contractor contacts.
 - (v) The Engineer shall file a "Pre-Construction Record of Survey" with the County Surveyor prior to the PROJECT final award of the construction contract in order to identify and preserve the locations of survey monuments that may be disturbed or removed during the construction as described in ORS 209.150.
 - (vi) The Engineer shall file a "Post-Construction Record of Survey" with the County Surveyor after the construction PROJECT is completed. The Engineer is responsible to replace any property corner monuments that were disturbed or removed during construction as described in ORS 209.150.
- 4. The CITY shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by the CITY as provided by Oregon law.
- 5. The CITY shall complete and submit a Performance Measures Report following completion of the PROJECT, attached as ATTACHMENT A and incorporated by reference.

6. The CITY shall complete and submit a Matching Funds Report following completion of the PROJECT, attached as ATTACHMENT B and incorporated by reference.
 7. Upon completion of the PROJECT, the CITY:
 - a. Agrees to accept the improvements and take ownership, including responsibility for any claims against the PROJECT from that point forward; and
 - b. Agrees to become the successor of the PROJECT construction contract and assume all of the corresponding rights and responsibilities.
 8. The CITY agrees to maintain ownership of the property for the life of the PROJECT.
- B. Under this Agreement, the responsibilities of the COUNTY will be as follows:
1. The COUNTY will appropriately bid and contract for construction of the PROJECT and with the the CITY's approval, which will not be unreasonably withheld, will approve changes, modifications, or amendments as necessary to serve the public interest.
 2. In such contracts, the COUNTY will assume the rights and responsibilities of the owner of the PROJECT. Moreover, the COUNTY will assign a Project Coordinator to perform the following duties:
 - a. Provide PROJECT Manual Documents and Bid the PROJECT;
 - b. Award the PROJECT;
 - c. Hire the lowest responsive/ responsible General Contractor;
 - d. Issue the Notice to Proceed to General Contractor;
 - e. Process Pay Request using CDBG funds and CITY funds;
 - f. Conduct on-site interviews of workers for Federal Prevailing Wage Rates for Davis-Bacon as well as review submitted Payroll Forms for the Project;
 - g. Collect all HUD (defined below) required PROJECT Close-Out Documents;
 - h. Release Retainage to the general contractor will occur only after hired Engineer and the CITY approve and sign-off on PROJECT after the scope of work has been completed; and
 - i. Relinquish ownership of PROJECT to the CITY upon completion.
 3. The COUNTY agrees to provide and administer available Federal Community Development Block Grant ("CDBG") funds (CFDA 14.218)

granted by the U.S. Department of Housing and Urban Development (“HUD”) to finance the PROJECT.

4. The COUNTY shall conduct necessary environmental reviews described in 570.604 of the CDBG regulations for compliance with requirements of the CDBG program prior to the start of construction.
 5. The COUNTY shall provide reasonable and necessary staff for administration of the PROJECT.
- C. The COUNTY and CITY agree to jointly review and approve all design, material selection, and contract documents for the PROJECT.
- D. The COUNTY agrees that no decisions affecting construction shall be made without CITY approval. In the event modifications to the construction contract, which result in an increase in the contract amount, are made without the prior approval of the CITY, COUNTY shall be solely responsible for these modifications.

III. Budget & Financial

- A. The COUNTY will apply CDBG funds received in the amount not to exceed **\$190,000** to the PROJECT. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, the COUNTY'S financial contribution shall not exceed the amount finally granted, released and approved by HUD for this PROJECT.
- B. The parties agree that the CDBG funds will be applied first to the total cost of the PROJECT. When and if the total cost of the PROJECT exceeds the CDBG funds, the CITY will contribute.
- C. The CITY agrees to contribute the greater of:
1. Twenty percent (20%) of the total cost of the PROJECT, or
 2. All costs for design and construction which exceed available CDBG funds budgeted (\$190,000) for the PROJECT.
- D. In addition to the CITY's contribution for the total cost of the PROJECT, the City will contribute the cost of engineer services. However, the CITY shall credit 15% of the final cost of engineering toward the CITY's contribution to the total cost of the PROJECT as described in III.C.
- E. The CITY agrees to provide funds for the PROJECT to the COUNTY in the following manner:

1. In the event a contractor is entitled to payments for work completed above and beyond the amount of CDBG funds received from HUD for the PROJECT, the COUNTY shall request a transfer of funds from the CITY for the amount necessary to make such payments. The CITY shall transfer funds which exceed available CDBG funds and are owed to a contractor to the COUNTY within thirty (30) consecutive calendar days of a written request if the CITY had approved the expense, and such approval will not be unreasonably withheld.
2. Upon receipt of written notification from the COUNTY, the CITY shall provide payment within thirty (30) consecutive calendar days to the COUNTY the funds necessary to meet the matching contribution requirement in Part III. B. All checks shall be made payable to Clackamas County, include a Project Number and be mailed to the following address:

Attn: Toni Hessevick
Clackamas County - Finance Office
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
3. In the event that unforeseeable conditions arise which necessitate the execution of a change in the amount of the construction contract, the CITY and the COUNTY will jointly evaluate the circumstances surrounding the conditions. Upon approval by the CITY and the COUNTY, the COUNTY shall instruct the Engineer to execute a change order.
4. Funds for the change order(s) shall be funded primarily by the CITY. The COUNTY will provide CDBG funds for change order(s) if there are still those funds available to use as outlined in Section III, A.

IV. Liaison Responsibility

Jim Whynot, will act as liaison from the CITY for the PROJECT. Mark Sirois will act as liaison from the COUNTY.

V. Special Requirements

- A. Law and Regulations. The COUNTY and CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Public Contracting Requirements. To the extent applicable, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 are incorporated by this reference as though fully set forth.
- C. Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its

employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

- D. Indemnification. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the CITY agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CITY or its employees or agents, in performance of this Agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY agrees to indemnify, defend and hold harmless the CITY, its officers, commissioners, agents and employees from and against all liability, loss costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the COUNTY or its employees or agents, in performance of this Agreement.

- E. Notice. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- F. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- G. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the CITY which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- H. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the COUNTY are also expressly subject to the COUNTY receiving funds from HUD for this project and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this project.

- I. Conflict of Interest. No officer, employee, or agent of the CITY or COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.
- J. Insurance. The CITY will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected CITY property. The CITY will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, the CITY shall be required to maintain flood insurance. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.272.
- K. Nondiscrimination. The CITY and the COUNTY agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.
- L. Handicapped Accessibility. The CITY agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- M. Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by the CITY to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- N. Evaluation. The CITY agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.

- O. Audits and Inspections. The CITY will ensure that the COUNTY, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- P. Acquisition. If completion of the project requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.
- Q. Change of Use. The CITY agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 (refer to Attachment C).
- R. Reversion of Assets. Upon expiration or termination of this Agreement, CITY shall transfer to COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under CITY'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to CITY in the form of a loan) in excess of \$25,000 or less based on the CDBG amount shall ensure said real property is either:
 - 1. Used to meet one of the National Objectives in CFR 570.208 for the term of this Agreement; or
 - 2. Not used to meet on the National Objectives for the term of this Agreement, in which event, the CITY shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both Parties. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

VII. Term of Agreement

- A. This Agreement becomes effective when it is signed by both Parties.
- A. The term of this Agreement is a period beginning when it becomes effective and ending fifteen (15) years after completion of the PROJECT.
- B. This Agreement may be suspended or terminated prior to the expiration of its term by:

1. Written notice provided to the COUNTY from the CITY before any materials or services for improvements are procured; or
 2. Written notice provided by the COUNTY in accordance with 24 CFR 85.43, included as ATTACHMENT D, resulting from material failure by the CITY to comply with any term of this Agreement; or
 3. Mutual agreement by the COUNTY and CITY in accordance with 24 CFR 85.44.
- D. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with the COUNTY.

VIII. Integration

This Agreement contains the entire agreement between the CITY and the COUNTY and supersedes all prior written or oral discussions.

IX. Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

X. Oregon Law and Forum

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of laws provisions thereof.

XI. Waiver

The CITY and COUNTY shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

[Signature Page Follows]

CITY OF GLADSTONE

525 Portland Avenue
Gladstone, Oregon 97027

CLACKAMAS COUNTY

Chair John Ludlow
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith

Signing on Behalf of the Board.

Eric Swanson, City Administrator

Richard Swift, Director
Health, Housing & Human Services
Department

Date

Date

ATTACHMENT A (1) - CDBG Performance Measures Report

FOR THE PERIOD: JULY 1, 2015 TO JUNE 30, 2016

Project Name: Addie Street Improvements Project

The Service Area for this project is contained within Census Tract 021900 Block Group 1 of the City of Gladstone portion of this Block Group is 62.9% Low- and Moderate-Income.

Choose all that apply:

- # of persons _____ with new access to this Public Facility or Infrastructure Improvement
- # of persons 1,670 with improved access to Public Facility or Infrastructure Improvement
- #of persons _____ with access to this type of Public Facility or Infrastructure Improvement that is No Longer Substandard.

Total Number of persons assisted: _____

See Attached Project Map Area:

ATTACHMENT A(2)

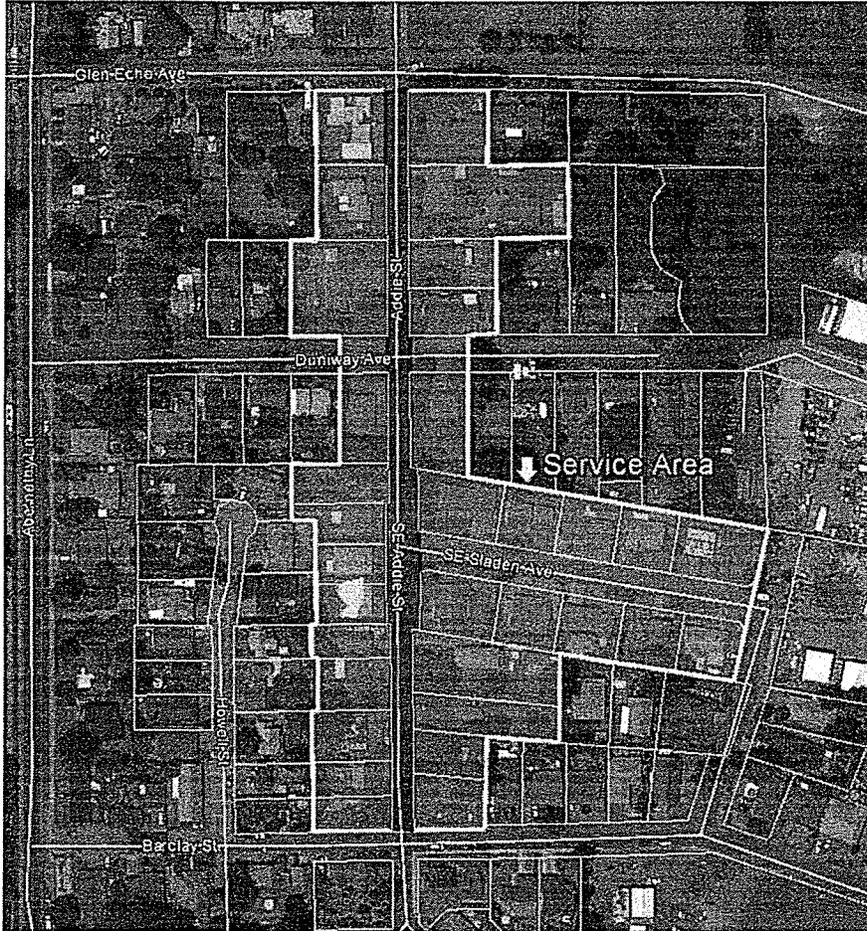
Other benefits to the service area:

Signature

Date

Organization

ATTACHMENT A (2) - Project Map Area



ATTACHMENT B - CDBG Project Matching Funds Report

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the Addie Street Improvements Project (City of Gladstone):

2015-16 CDBG Funds	\$190,000 (max.)
--------------------	------------------

SOURCES OF LOCAL MATCH:	
Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Private (including recipient) Funding	
Fund Raising/Cash	\$ _____
Loans	\$ _____
Building Value or Lease	\$ _____
Donated Goods	\$ _____
New Staff Salaries	\$ _____
Volunteers (\$10/hr)	\$ _____
Volunteer Medical/Legal	\$ _____
Other	\$ _____

Prepared By: (Print name)

 Signature

 Date

ATTACHMENT C

Change of Use

Excerpt from 24 CFR Part 570

570.505 Use of real property.

The standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

(a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either;

(1) The new use of such property qualifies as meeting one of the national objectives in 570.208 (formerly 570.901) and is not a building for the general conduct of government; or

(2) The requirements and paragraph (b) of this section are met.

(b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

(c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 570.504(b) (4) or (5), as applicable, shall apply to the use of funds reimbursed.

(d) Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the property no longer will be subject to any CDBG requirements.

ATTACHMENT D

Excerpt from 24 CFR Part 85

§85.43 Enforcement.

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

(1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,

(2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,

(3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,

(4) Withhold further awards for the program, or

(5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

(1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,

(2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 (see §85.35).

§85.44 Termination for convenience.

Except as provided in §85.43 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §85.43 or paragraph (a) of this section.

MEMORANDUM

TO: Honorable Mayor and Gladstone City Council

FROM: Heather R. Martin, Office of the City Attorney *HRM*

SUBJECT: Park Designation and Sale Ballot Initiatives

DATE: April 20, 2016

The City received two prospective ballot initiative petitions on April 13, 2016 proposing the following:

1. Charter amendment requiring voter approval prior to changing park designations; and
2. Charter amendment preventing transfer of parks without voter approval.

The City Administrator asked our office to provide next steps and to set out a summary of the ballot initiative process.

Under Gladstone Municipal Code (GMC) Chapter 4.04 upon receipt of a prospective ballot initiative and within five business days of receipt, the City Recorder reviews the text to determine whether it complies with the single subject and municipal legislation requirements under the Oregon Constitution. Once the Recorder determines it meets the requirements, they will transmit copies of the prospective petition to the City Attorney who will then have five business days to prepare a ballot title for the proposed measure.

Once the Recorder receives the ballot title from the City Attorney, a notice of ballot title must be published in a newspaper of general circulation in the City which notice must state that a City elector may file a petition for review of the ballot title no later than seven business days after the Recorder receives the ballot title from the City Attorney.

Once that seven day challenge period passes, the chief petitioner must submit the petition which includes a cover sheet and signature sheet (that must conform to state law) to the Recorder and once approved by the Recorder, the petitioners may begin to circulate the measure among City electors.

An initiative measure proposing to amend the City Charter must have signatures that equal or exceed 15 percent of the total of number votes cast by Gladstone voters for all candidates for governor at the last general election for the office of governor. This number is not readily available on the Clackamas County Election site but can be obtained from the County elections officials. The County will also verify the signatures. Once verified, the City Recorder will certify to the Council whether the petition contains a sufficient number of signatures to be on the ballot. The City Council can adopt the petition at this time which means it will go into effect without an election being held or it can call an election for submission of the legislation to the electors.

If the Council votes to submit the initiative to the voters, the measure is then filed with the County elections office. The last day for the Recorder to certify the title to the City Council is August 10 and last day to file the measure and explanatory statement with the County is September 8 for the November 2016 general election.

The City will also prepare an impartial and simple explanatory statement that will be submitted when the ballot is certified to the Council (this is not required to be circulated with the ballot title for signatures). The explanatory statement is submitted along with any ballot title(s) to the County elections official for inclusion in the voter pamphlet.

Please let us know if you have any questions about this process.

City of Gladstone

Transportation System Plan (TSP)

April 18, 2016

Invited: Eric Swanson City Manager; Jim Whynot Public Works Director; Kim Sieckmann, City Councilor liaison to Planning; Tammy Stempel, President Planning Commission; Jolene Morishita; Matt Bell, Kittelson & Associates; and Gail Curtis, ODOT



Agenda

- | | |
|--|---------------|
| 1. Introduction, Roles with Project and plans for summer fun | All |
| 2. What is a TSP and Project Timeframe | Matt Bell |
| 3. "Big Picture" TSP Objectives: | |
| • A balanced and connected multimodal transportation system. | Matt and Gail |
| • Preservation or enhancement of state highways and local streets. | |
| • Increased convenient and safe bicycle and pedestrian access to key destinations. | |
| • Reduced emissions through reduced automobile vehicle miles traveled. | |
| • Compliance with State Policies, Plans, Standards, and Requirements. | |
| • Consistency with the Metro's 2014 RTP and compliance with the RTFP. | |
| 4. Public Outreach | Gail Curtis |
| 5. Topics unique or important to the City of Gladstone and its citizens | All |
| 6. Other, Q and A | All |
| 7. Next Steps | Gail and Matt |

TASK 9: Contingent Tasks

Contingent Task: No Services under this contingent task shall be performed without the prior written approval (e-mail acceptable) of APM. APM shall give separate written authorization for each subtask.

9.1 Contingent Meeting #1 – Upon written authorization of APM, Consultant shall attend an additional Project meeting (PMT, TAC, PAC, PC, or City Council) to present and receive feedback. Consultant shall provide summary meeting notes within one week of meeting.
 Consultant Key Staff: Matt Bell, KAI

9.2 Contingent Meeting #2 – Upon written authorization of APM, Consultant shall attend an additional Project meeting (PMT, TAC, PAC, PC, or City Council) to present and receive feedback. Consultant shall provide summary meeting notes within one week of meeting.
 Key Staff: Matt Bell, KAI

Project Schedule

TASK		<i>Schedule (Months after Notice to Proceed (NTP))</i>
1	Establish Committees and Start Project	May-June, 2016
2	Project Goals and Objectives and Funding Assumptions	May-July, 2016
3	Existing Transportation System and Needs Inventory	May – August, 2016
4	Potential Solutions	September - November, 2016
5	Present Work to Date to PC and City Council	December, 2016
6	Refine Solutions: Develop Draft Planned and Financially Constrained Transportation Systems	January-February, 2017
7	Draft Updated TSP and Implementing Language	March – April, 2017
8	Adoption	May-June, 2017

City Deliverables Estimate

Task	Description	
1	Establish Committees and Start Project	
1a	Committee Rosters (Subtask 1.1)	\$ 500
1b	PMT Meeting #1 (Subtask 1.2)	\$ 250
1c	PMT Conference Call Meetings (Subtask 1.5)	\$ 500
1d	“Transportation Planning 101” Training (subtask 1.6)	\$ 500
1e	Review and comment on Consultant deliverables	\$ 500
	Subtotal - Task 1	\$2,250
2	Project Goals and Objectives and Funding Assumptions	
2a	City Background Documents (Subtask 2.1)	\$ 500
2b	Project Flyer mailing (Subtask 2.6)	\$ 500

2c	PMT Meeting #2 (Subtask 2.8)	\$ 500
2d	TAC Meeting #1 (Subtask 2.9)	\$ 500
2e	PAC Meeting #1 (Subtask 2.10)	\$ 500
2f	Review and comment on Consultant deliverables	\$ 500
	Subtotal - Task 2	\$ 3,000
3	Existing Transportation System and Needs Inventory	
3a	Joint PMT and TAC Meeting #1 (Subtask 3.4)	\$ 500
3b	PAC Meeting #2 (Subtask 3.5)	\$ 500
3c	Community and Virtual Community Meeting #1 (Subtask 3.5)	\$ 500
3d	Review and comment on Consultant deliverables	\$ 500
	Subtotal – Task 3	\$2,000
4	Potential Solutions	
4a	Joint PMT and TAC Meetings #2 (Subtasks 4.3)	\$ 500
4b	PAC Meeting #3 (Subtask 4.4)	\$ 500
4c	Review and comment on Consultant deliverables	\$ 500
	Subtotal – Task 4	\$1,500
5	Present Work to Date to PC and City Council	
5a	PMT Meeting #3 (Subtask 5.1)	\$ 250
5b	PC Meeting #1 (Subtask 5.3)	\$ 750
5c	City Council Meeting #1 (Subtask 5.4)	\$ 750
5d	Review and comment on Consultant deliverables	\$ 250
	Subtotal – Task 5	\$2,000
6	Refine Solutions: Develop Draft Planned and Financially Constrained Updated Transportation Systems	
6a	PAC Meeting #4 (Subtask 6.3)	\$ 250
6b	Community and Virtual Community Meeting #2 (Subtask 6.4)	\$ 500
6c	City Council and PC Joint Work Session #1 (Subtask 6.4)	\$ 500
6d	Review and comment on Consultant deliverables	\$ 500
	Subtotal – Task 6	\$1,750
7	Draft Updated TSP and Implementing Language	
7b	Review and comments on Consultant deliverables	
	Subtotal – Task 7	
8	Adoption	
8a	City Council and PC Joint Work Session #2 (Subtask 8.1)	\$1,000
8b	PC Hearings (Subtask 8.3)	\$1,000
8c	City Council Adoption Hearings (Subtask 8.4)	\$1,000
	Subtotal – Task 8	\$3,000
	Subtotal Non-Contingent	\$15,500
9	Contingency Tasks	
9a	Contingent Meeting #1	\$ 250
9b	Contingent Meeting #2	\$ 250

	Subtotal Contingent	\$ 500
	TOTAL	\$16,000

Consultant Deliverables

Task	Description	Fixed Amount per Deliverable
1	Establish Committees and Start Project	
1A	PMT Meeting #1 (Subtask 1.2)	\$ 1,600
1B	Refined Project Schedule (Subtask 1.3)	\$ 1,100
1C	Project Website (Subtask 1.4)	\$ 2,200
1D	PMT Meetings (Subtask 1.5)	\$3,900
1E	“Transportation Planning 101” Training (subtask 1.6)	\$ 1,700
	Subtotal - Task 1	\$10,500
2	Project Goals and Objectives and Funding Assumptions	
2A	Base Maps (Subtask 2.2)	\$ 1,540
2B	Tech Memo 1 (Subtask 2.3)	\$ 4,560
2C	Tech Memo 2 (Subtask 2.4)	\$ 2,500
2D	Tech Memo 3 (Subtask 2.5)	\$ 2,060
2E	Project Flyer (Subtask 2.6)	\$ 1,200
2F	Tech Memo 4 (Subtask 2.7)	\$ 2,530
2G	PMT Meeting #2 (Subtask 2.8)	\$ 1,600
2H	TAC Meeting #1 (Subtask 2.9)	\$ 2,180
2I	PAC Meeting #1 (Subtask 2.10)	\$ 1,000
	Subtotal - Task 2	\$ 19,170
3	Existing Transportation System and Needs Inventory	
3A	Tech Memo 5 (Subtask 3.1)	\$ 12,690
3B	Draft Tech Memo 6 (Subtask 3.2)	\$ 12,540
3C	Joint PMT and TAC Meeting #1 (Subtask 3.4)	\$ 1,700
3D	PAC Meeting #2 (Subtask 3.5)	\$ 630
3E	Community and Virtual Community Meeting #1 (Subtask 3.5)	\$ 3,500
	Subtotal – Task 3	\$31,060
4	Potential Solutions	
4A	Draft Tech Memo 7 (Subtask 4.1)	\$ 4,560
4B	Draft Tech Memo 8 (Subtask 4.2)	\$ 9,790
4C	Joint PMT and TAC Meeting #2 (Subtask 4.3)	\$ 2,350
4D	PAC Meeting #3 (Subtask 4.4)	\$ 1,000
	Subtotal – Task 4	\$17,700
5	Present Work to Date to PC and City Council	
5A	PMT Meeting #3 (Subtask 5.1)	\$ 1,480
5B	PC Meeting #1 (Subtask 5.2)	\$ 1,380
5C	City Council Meeting #1 (Subtask 5.3)	\$ 1,380
5D	Final Tech Memo 6 (Subtask 5.4)	\$ 2,280

5E	Final Tech Memo 7 (Subtask 5.5)	\$ 1,190
5F	Final Tech Memo 8 (Subtask 5.6)	\$ 2,280
	Subtotal – Task 5	\$ 9,990
6	Refine Solutions: Develop Draft Planned and Financially Constrained Transportation Systems	
6A	Draft Tech Memo 9 (Subtask 6.1)	\$ 7,350
6B	Joint PMT and TAC Comments (Subtask 6.2)	\$ 1,000
6C	PAC Meeting #4 (Subtask 6.3)	\$1,100
6D	Community and Virtual Community Meeting #2 (Subtask 6.4)	\$ 3,750
6E	City Council and PC Joint Work Session #1 (Subtask 6.5)	\$ 1,600
6F	Final Tech Memo 9 (Subtask 6.6)	\$ 2,530
	Subtotal – Task 6	\$ 17,330
7	Draft Updated TSP and Implementing Language	
7A	Draft Updated TSP (Subtask 7.1)	\$ 7,670
7B	Metro and Department of Land Conservation and Development (DLCD) Notice (Subtask 7.2)	\$ 830
7C	Recommended Updated TSP (Subtask 7.3)	\$ 2,520
	Subtotal – Task 7	\$ 11,020
8	Adoption	
8A	City Council and PC Joint Work Session #2 (Subtask 8.1)	\$ 1,640
8B	TSP Staff Report and Findings (Subtask 8.2)	\$ 3,170
8C	PC Adoption Hearings (Subtask 8.3)	\$ 2,310
8D	City Council Adoption Hearings (Subtask 8.4)	\$ 1,400
8E	Final Updated TSP (Subtask 8.5)	\$2,520
8F	Final Updated TSP to Metro and DLCD (Subtask 8.6)	\$ 900
8G	Title VI Report (Subtask 8.7)	\$ 700
	Subtotal – Task 8	\$ 12,640
	Subtotal Non-Contingent	\$129,410
9	Contingency Tasks	
9A	Contingent Meeting #1	\$ 1,270
9B	Contingent Meeting #2	\$ 1,270
	Subtotal Contingent	\$ 2,540
	TOTAL	\$ 131,950

PRE-IGA
CONSULTANT NEGOTIATED VERSION 1C-15
City of Gladstone
TSP Update

Definitions

Agency/ODOT - Oregon Department of Transportation
APM – Agency Project Manager
City – City of Gladstone
DLCD - Department of Land Conservation and Development
OAR - Oregon Administrative Rule
OHP - Oregon Highway Plan
OR 99E – Oregon Highway 99E
PAC – Policy Advisory Committee
PC - Planning Commission
PMT - Project Management Team
RTFP - Regional Transportation Functional Plan
RTP - 2035 Regional Transportation Plan
State – State of Oregon
TAC - Technical Advisory Committee
TAZ – Transportation Analysis Zone
TDM - Transportation Demand Management
Tech Memo 1 – Policy Framework and Code Review
Tech Memo 2 – Project Goals and Objectives and Evaluation Criteria
Tech Memo 3 – TSP Financial Forecast
Tech Memo 4 – TSP Methodology and Assumptions
Tech Memo 5 – Existing Transportation System Gaps and Deficiencies Inventory
Tech Memo 6 – Needs Analysis
Tech Memo 7 – Regulatory Solutions
Tech Memo 8 – TSP Solutions
Tech Memo 9 – Planned and Financially Constrained Transportation Systems
TPR - Transportation Planning Rule
TSMO - Transportation System Management and Operations
TSP - Transportation System Plan
V/C - Volume to Capacity

PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency is contracting with Consultant for Services in connection with the following public improvement or public works project (the “Project”), generally referred to in this Work Order Contract (WOC) as the “City of Gladstone Transportation System Plan Update” and more particularly described as follows:

Project Purpose/Transportation Relationship and Benefits

The current City of Gladstone (“City”) Transportation System Plan (“TSP”) was adopted in 1995. This Project will update the 1995 TSP to reflect physical and regulatory changes that have occurred in the City, region, and State of Oregon (“State”) since 1995 and provide a 19-year

horizon (2035) for transportation planning. The Updated TSP will implement and be consistent with the State's Transportation Planning Rule ("TPR", Oregon Administrative Rule ("OAR") Chapter 660, Division 12), the Metro 2035 Regional Transportation Plan ("RTP"), and the Regional Transportation Functional Plan ("RTFP") adopted in 2010. The Project will create Updated TSP using elements of the 1995 TSP. The Project will also identify potential amendments to the City's Development Code and other implementing documents.

Project Area

The Project Area encompasses the City's urban growth boundary unless otherwise noted pertaining to bike and walkshed analysis. See Figure 1.

Background

The City has a population of about 11,724 (2013) and is comprised of mostly older residential developments with three primary, commercial areas. The City is bordered by the Clackamas River on the east and south, the Willamette River on the west, and unincorporated Clackamas County on the north. Oregon Highway 99E ("OR 99E") serves the City where the land use is dominated by car dealerships. The Oregon Department of Transportation ("ODOT") completed paving preservation improvements to OR 99E in 2012. That project included some sidewalks and the creation of planter areas. TriMet provides transit service and roughly 30% of the population are people too young, old, infirm, or poor to drive.

Project Objectives

The Project aims to develop an Updated TSP which when implemented will make progress towards several goals while complying with applicable laws. Specifically:

- A. A balanced and connected multimodal transportation system.** This Project will update the 1995 TSP plans for all transportation modes to plan for a complete multi-modal transportation system throughout the Project Area. A city-wide connectivity analysis will be completed and improvements identified to comply with RTFP and to provide prioritized investments for a multi-modal transportation system.
- B. Preservation or enhancement of state highways and local streets.** The Project will take into account the transportation capital, operational and program needs relative to a financial forecast.
- C. Increased convenient and safe bicycle and pedestrian access to key destinations.** The Project will identify pedestrian and bicycling systems and prioritize investments to address system gaps and deficiencies. An objective is to improve safe access to key destinations and identify potential or needed sidewalk and crosswalk locations and bikeway improvements.
- D. Reduced emissions through reduced automobile vehicle miles traveled.** The Project will reflect Metro's progress on goals, measurable targets, and specific strategies to reduce auto vehicle miles traveled per capita and related emissions. The City will seek to improve the operating efficiency of the street system, applying Intelligent Transportation Systems and Transportation System Management and Operations ("TSMO"), a broad array of methods to

manage the transportation system in order to minimize travel time lost due to excess demand and planned and unplanned events.

- E. Compliance with State Policies, Plans, Standards, and Requirements.** This Project will develop an Updated TSP that meets the requirements of the TPR. The Updated TSP will also meet the requirements of the Oregon Highway Plan (“OHP”) mobility standards for state highways or propose alternative mobility standards consistent with the provisions of OHP Action 1F3, while demonstrating compliance with OHP Action 1F5.
- F. Consistency with the Metro’s 2014 RTP and compliance with the RTFP.** Specifically, the Project will develop an Updated TSP consistent with the Metro 2035 RTFP Title 1 transportation system design provisions and with the RTFP provisions addressing the development of transportation needs and solutions and compliance with regional performance targets and standards. The Project will consider regional needs identified in the 2014 RTP, including Mobility Corridor Strategies for Corridors 7, 8, and 9 in Chapter 2 and 5, consistent with RTFP section 3.08.210. The Project will consider and evaluate transportation solutions and strategies in the order listed in the RTFP section 3.08.220, starting with TSMO, safety, operational and access management improvements, then transit, bicycle, and pedestrian improvements, traffic calming, land use strategies, local and arterial connectivity improvements, and finally, motor vehicle capacity increases to meet the 2014 RTP Arterial and Throughway design classifications in table 2.6. The Project will develop TSP policy and Municipal code language to implement the Updated TSP and to meet TPR and RTFP requirements.

Expectations about Project Management Team and Advisory Committee Roles and Meetings

Unless otherwise stated:

Project Management Team (“PMT”) Meetings

The PMT consists of the City Project Manager, Consultant Project Manager, and Agency Project Manager (APM), the ODOT staff Project Manager. The purpose of the PMT is to ensure completion of tasks and deliverables in accordance with the Project Scope, Schedule and Budget, and to provide strategic policy and technical input. The PMT will review and comment on draft deliverables prior to Meetings of the PMT. PMT Meetings will take place on a regular schedule or as needed but are expected to occur at least monthly. Meetings may be either in person or by conference call, as requested by any PMT member, up to the number of meetings specified in the statement of work. Consultant shall facilitate meetings, provide a draft agenda at least two business days prior to the meeting, and provide a PMT meeting summary to members with decisions and action items no later than one week following the meeting unless otherwise noted.

Policy Advisory Committee (“PAC”)

The PAC serves as the voice of the community and the caretakers of the goals and objectives of the Updated TSP. The PAC will work to ensure the evaluation criteria and performance measures used to select the preferred programs and projects are consistent with community values. The City shall assemble the PAC which may include citizens interested in the Project.

City shall make an effort to provide outreach to freight organizations, businesses, modal representatives, residents-at-large, property developers, and environmental justice communities.

Technical Advisory Committee (“TAC”)

The TAC will provide technical guidance and coordination throughout the Project. The TAC will actively work to address and resolve technical and jurisdictional issues in order to produce a timely and complete Updated TSP. The TAC will consist of representatives of partnering agencies that have jurisdiction of facilities in Gladstone, provide transportation services to the community, share common political boundaries, or serve in an advisory role. City shall assemble TAC which may include staff from Clackamas County Development and Transportation, Metro, ODOT, City, Gladstone Fire Department, Gladstone School District, City of Oregon City and TriMet.

PAC, TAC and Community Meeting Logistics

Consultant shall take the lead on scheduling meetings and providing PAC and TAC Meeting notices via the Project Website. It is assumed that all TAC and PAC meetings will occur on the same day unless otherwise noted. City shall assist Consultant with arranging meeting rooms and provide meeting notices for Community Meetings.

Consultant shall prepare and distribute draft notices, agendas, and relevant materials at least two weeks prior to PAC and TAC meetings for review by the City and APM. The City and APM will review all relevant materials and agendas and return corrections to the Consultant at least one week prior to the meeting. Consultant shall distribute revised materials at least one week prior to meeting. Consultant shall facilitate the PAC and TAC meetings, present materials and answer questions, with a minimum of two consultant team members present at each meeting. Within a week after each meeting, the Consultant shall prepare and distribute meeting summaries. APM must be invited to all PMT, TAC, PAC, PC and City Council meetings.

PC, City Council and Joint Work Sessions

City shall organize and facilitate the public hearing process for the adoption of the Project with PC, City Council through joint meetings of PC and City Council and provide regular briefings to the City and PC during the duration of this process. City shall assemble and submit all necessary land use notices. Consultant duties include presenting Project at public hearings and adoption hearing-related work sessions.

Technical Memorandums

Unless otherwise noted, the Consultant shall be responsible for only draft and final tech memos with no revisions between the draft and final versions.

Expectations for Traffic Analysis

Unless otherwise stated:

All data and calculations must be submitted to ODOT Region 1 Traffic and City for review and record-keeping. Electronic file copies of analysis data are required. These written and electronic products must be in ODOT- and City-compatible formats.

All traffic analysis work must comply with the following requirements:

- An Oregon-registered professional engineer must perform or oversee all traffic analysis work.
- Traffic count data is required for Study Intersections as determined necessary by the City. Consultant shall conduct traffic counts for all plan intersections. Intersection counts must include mid-week weekday 2-hour P.M. Peak (4-6 P.M.) manual classification turning movement counts, including truck, bicycle and pedestrian data. Count collection must be avoided in the following months: December, January and February.
- All traffic volumes on state facilities must be adjusted to reflect the 30th highest hour.
- Intersection performance must be determined using the latest Highway Capacity Manual published by the Transportation Research Board. All traffic analysis software programs used must follow Highway Capacity Manual procedures. For all signalized intersections, use Synchro/SimTraffic or similar package to perform the traffic analysis. The City Engineer may approve a different intersection analysis method prior to use for City intersections.
- Operational mobility targets for state facilities must be volume to capacity (“V/C”). Standards for non-state facilities can be V/C, level-of-service, or a combination of V/C and level-of-service, depending on the applicable City, County, and Metro standards.
- The V/C ratio for each lane group for each movement must be identified and considered in the determination of intersection performance. Signal progression must also be considered using Synchro/SimTraffic analysis procedures as described in the ODOT Analysis Procedures Manual.
- Future build network assumptions (alternatives) must be consistent with applicable City, Clackamas County and ODOT design standards. Alternative improvements may be proposed subject to the approval of the facility’s jurisdiction.
- Modeling must be done using the Metro regional transportation model (EMME2 or VISUM) to identify transportation road network deficiencies.
- The planning horizon year must be 2035 to provide consistency with the RTP and other local and regional planning efforts.
- Model volumes must be post-processed following National Cooperative Highway Research Program Report 255 guidelines.

Public Community Involvement

Community Meetings, a Project website, official City meetings, and ongoing receipt and distribution of public comments will ensure the public has multiple opportunities to take part in the development of the Project.

The public involvement program must include specific steps to provide opportunities for participation by federal Title VI communities. City and Consultant shall use the ODOT Title VI (1964 Civil Rights Act) guidance to identify Title VI populations (as identified in Task 3.1), formulate public involvement strategies, and report outreach efforts to and participation by Title VI communities, as required in Task 8.7 Title VI Report.

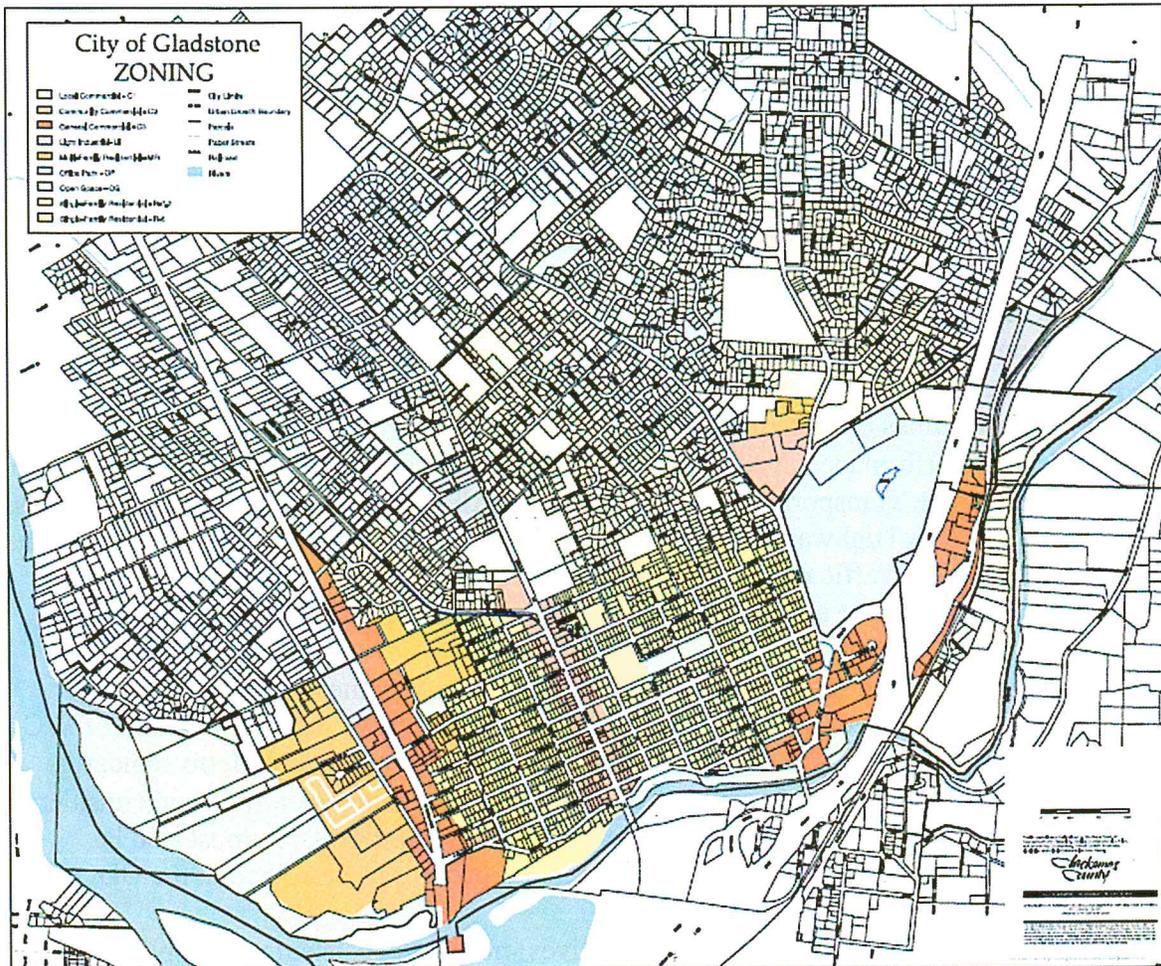


Figure 1: City of Gladstone

TASKS

Task 1: Establish Committees and Start Project

Subtasks

- 1.1 **Committee Rosters** – City shall appoint PAC and TAC members and prepare Committee Rosters within four weeks of Notice to Proceed.
- 1.2 **PMT Meeting #1** – Within two weeks of Notice to Proceed, Consultant shall arrange PMT Meeting #1, a kickoff meeting at City offices with the PMT. The purpose of PMT Meeting #1 is to provide an introduction to the Project, review the statement of work, discuss the schedule, and set a standard date for PMT Meetings. Consultant shall provide an agenda at least two business days prior to PMT Meeting #1 and provide a meeting summary no later than one week following PMT Meeting #1.

- 1.3 **Refined Project Schedule** – Consultant shall prepare a Refined Project Schedule and deliver to City and APM within two weeks of PMT Meeting #1. Refined Project Schedule must show specific dates that so that project processes are well understood. Consultant shall update and distribute Refined Project Schedule to City and APM for approval up to four times during the Project period.
- 1.4 **Project Website** – Consultant shall establish a Project Website for the public and post Project deliverables throughout the Project.
- 1.5 **PMT Conference Call Meetings** – City Project Manager, APM, and Consultant Project Manager shall meet via conference call at least once a month (up to 12) throughout the Project. These PMT Meetings are in addition to those specified in later tasks. Consultant shall provide a meeting agenda prior to the meeting and provide summary meeting notes the day of the meeting.
- 1.6 **“Transportation Planning 101” Training** – Consultant shall provide a transportation system planning basic training for the PC and City Council. Consultant shall provide APM a copy of the draft transportation system planning basic training presentation for APM’s review and comment and provide APM a copy of the final presentation. City shall assist with the meeting logistics.

City Deliverables

- 1a Committee Rosters (Subtask 1.1)
- 1b PMT Meeting #1 (Subtask 1.2)
- 1c PMT Meetings (Subtask 1.5)
- 1d “Transportation Planning 101” Training (Subtask 1.6)
- 1e Review and comment on Consultant deliverables

Consultant Deliverables

- 1A PMT Meeting #1 (Subtask 1.2)
- 1B Refined Project Schedule (Subtask 1.3)
- 1C Project Website (Subtask 1.4)
- 1D PMT Meetings (up to 12) (Subtask 1.5)
- 1E “Transportation Planning 101” Training (Subtask 1.6)

Task 2: Project Goals and Objectives and Funding Assumptions

Subtasks

- 2.1 **City Background Documents** – City shall provide City Background Documents to Consultant, including but not limited to the following:
 - 1995 TSP past and current transportation information for funding forecast including any City projections from System Development Charges or other existing funding mechanisms
 - A map of the City and Urban Growth Boundary
 - 1995 TSP
 - City Capital Improvement Plan

- City Comprehensive Plan (2011)
- City Municipal Code (Title 17 Zoning and Development)
- Goal 5 Inventory and Map
- Trolley Trail map and mapped routes of other major recreation trail locations and status
- City's Goal 9 Buildable Lands Inventory
- TSPs for Clackamas County and Oregon City
- Clackamas County Active Transportation Plan

2.2 Base Maps – Consultant shall prepare Base Maps of Project Area depicting property lines, streets, and existing plan and zone designations. Base Maps must include off-street trails, railroads, obstacles such as steep slopes and known designated wetlands and creeks, and major land use attractors such as commercial zones, parks and schools. Base Maps must be in a GIS-compatible data format. Base Maps must be developed so that map layers may be used in subsequent tasks, for example to produce modal maps for the Updated TSP. Consultant shall use information available from Metro, ODOT and Clackamas County.

2.3 Tech Memo 1: Policy Framework and Code Review – Consultant shall prepare Tech Memo 1 in draft and final versions in a user-friendly format with a table of contents. The purpose of Tech Memo 1 is to:

- document the City's existing comprehensive policy language that pertains to the Project;
- reference Metro Regional Transportation Functional Plan (RTFP) and document aspects that are missing from City policy or code in order to be in compliance; Consultant shall audit adopted policies and development regulations for compliance with Metro's RTFP checklist (comprehensive plan and code requirements only). This checklist will provide important guidance for Task 4, including revisions to the Municipal Code identified in Tech Memo #7. The Consultant shall provide the applicable Code citations that correspond to the RTFP requirements; Consultant shall identify where potential code amendments will be necessary for RTFP compliance. No new policy or code language is to be developed as part of this deliverable
- reference OAR 660-012-0045 and document aspects that are missing from City policy or code in order to be in compliance;
- reference the Oregon Transportation Plan (OTP), provide an explanation of its role and provide a link;
- provide a link to the OHP, reference the applicable Oregon Highway Plan (OHP) policies, including IG1, and the applicable standards and targets; and
- document which projects are in the current State Transportation Improvement Program and those that have been completed from the 1995 TSP or other applicable plans.

Tech Memo 1 must also include a summary of the applicable state, regional and local land use and transportation policy and TSP planning requirements including the applicable regional performance measures relevant to the Project.

Consultant shall distribute draft Tech Memo 1 to PMT, TAC and PAC at least two weeks prior to respective group's Task 2 meetings. Consultant shall respond to comments and prepare final version after Task 2 meetings.

- 2.4 Tech Memo 2: Project Goals and Objectives and Evaluation Criteria** – Consultant shall prepare Tech Memo 2 in draft and final versions. The purpose of Tech Memo 2 is to document the Project Goals and Objectives and Evaluation Criteria to be used to develop and evaluate TSP Solutions in Task 4. The Project Goals and Objectives and Evaluation Criteria must be based upon the provisions of OAR 660-012-0035 and RTFP Section 3.08.220 and be presented by the listed order with an explanation of the benefit(s) and potential, generalized performance facts associated with the type of solution.

Project Goals and Objectives and Evaluation Criteria will guide the development of the Updated TSP and ensure that planned transportation solutions (projects and programs) meet identified regional and local needs (gaps and deficiencies). The Project Goals and Objectives and Evaluation Criteria will be used to identify the planned and financially-constrained transportation systems, refine the Updated TSP policies, and help prioritize capital projects or programs for implementation.

Tech Memo 2 must include recommended weighting of Evaluation Criteria and be written in a user-friendly manner for public review.

Consultant shall distribute draft Tech Memo 2 to City and APM at least two weeks prior to respective group's Task 2 meeting; City and APM shall review and provide written comments. Consultant shall respond to comments and prepare final version after Task 2 meetings.

- 2.5 Tech Memo 3: TSP Financial Forecast** – Consultant shall prepare draft and final versions of Tech Memo 3, a TSP Financial Forecast. The purpose of Tech Memo 3 is to estimate the amount of revenue the City will have over the 2035 timeframe and to develop clear expectations for the later Project work to prioritize projects and programs for implementation. Consultant shall use data provided by the City to develop Tech Memo 3, including the ten most recent years of historical financial data.

Consultant shall distribute draft Tech Memo 3 to City and APM at least two weeks prior to first Task 2 meeting; City and APM shall review and provide written comments. Consultant shall respond to comments and prepare final version after Task 3 meetings.

- 2.6 Project Flyer Mailing** – Consultant shall prepare draft and final versions of a two-page color Project Flyer. The purpose of the Project Flyer is to inform households, businesses, and institutions of the Project purpose, Project schedule with major deliverables, and to announce the first Community Meeting date and location. Project Flyer mailing must be mailed by the City to all property owners and tenants in Project Area. The draft and final Project Flyers must be approved by the PMT.

- 2.7 Tech Memo 4: TSP Methodology and Assumptions** – Consultant shall prepare and submit Tech Memo 4 to ODOT Region 1 for review and concurrence on the methodology and assumptions associated with the existing and future conditions analysis for the TSP update. Tech Memo 4 must be written in a user-friendly format to assist non-technical readers in understanding how modeling is used to develop future conditions for the TSP update.

Consultant shall distribute draft Tech Memo 2 to PMT, TAC and PAC at least two weeks prior to PMT Meeting #2.

- 2.8 PMT Meeting #2** – Consultant shall organize and facilitate PMT Meeting #2 in Gladstone. The purpose of PMT Meeting #2 is to discuss draft Tech Memos 1-4; to provide comments on the Draft Project Flyer; plan for TAC and PAC Meeting #1 and to discuss Task 3 work as needed. Consultant shall provide an agenda at least two business days prior to PMT Meeting #2 and provide a meeting summary no later than one week following PMT Meeting #2.

- 2.9 TAC Meeting #1** – Consultant shall organize and facilitate TAC Meeting #1 to introduce the Project; review and receive feedback on draft Tech Memos 1-4 and to outline the Project's next steps. Consultant shall gain TAC members consensus of Project Goals and Objectives and Evaluation Criteria including TAC recommended revisions.

Consultant shall prepare an agenda and distribute it and the draft Tech Memos at least one week prior to TAC Meeting #1. Consultant shall prepare and distribute a meeting summary no later than one week following TAC Meeting #1.

- 2.10 PAC Meeting #1** – Consultant shall organize and facilitate PAC Meeting #1 to introduce the Project; review and receive feedback on draft Tech Memos 1-4 and to outline the Project's next steps. Consultant shall gain PAC members consensus of Project Goals and Objectives and Evaluation Criteria including PAC recommended revisions.

Consultant shall prepare an agenda and distribute it and the draft Tech Memos at least one week prior to PAC Meeting #1. Consultant shall prepare and distribute a meeting summary no later than one week following PAC Meeting #1. It is assumed that PAC Meeting #1 will occur on the same day and back to back with TAC Meeting #1 and include the same basic materials (agendas, presentations, etc.).

City Deliverables

- 2a City Background Documents (Subtask 2.1)
- 2b Project Flyer mailing (Subtask 2.6)
- 2c PMT Meeting #2 (Subtask 2.8)
- 2c TAC Meeting #1 (Subtask 2.9)
- 2d PAC Meeting #1 (Subtask 2.10)
- 2e Review and comment on Consultant deliverables

Consultant Deliverables

- 2A Base Maps (Subtask 2.2)
- 2B Tech Memo 1 (Subtask 2.3)
- 2C Tech Memo 2 (Subtask 2.4)
- 2D Tech Memo 3 (Subtask 2.5)
- 2E Project Flyer (Subtask 2.6)
- 2F Tech Memo 4 (Subtask 2.7)
- 2G PMT Meeting #2 (Subtask 2.8)
- 2H TAC Meeting #1 (Subtask 2.9)
- 2I PAC Meeting #1 (Subtask 2.10)

Task 3: Existing Transportation System and Needs Inventory

Subtasks

3.1 Tech Memo 5: Existing Transportation System Gaps and Deficiencies Inventory –

Consultant shall prepare draft and final Tech Memo 5, an assessment of existing conditions of transportation systems and services. Tech Memo 5 must include inventory findings for the following:

- A. Public Transit – Consultant shall develop text and figures about Public Transportation to reflect current transit stop locations, the number of on and off boardings, travel times, headways, and service hours for all transit lines in Project Area from data collected from TriMet by Consultant. Consultant shall identify deficiencies in the sidewalk network that affect access to transit stops and identify missing or deficient pedestrian crossings near transit stops. The public transit chapter shall identify and acknowledge LIFT paratransit service and present summary data if provided by TriMet. Work must reflect the adopted RTP Regional Transit Network (RTP Figure 2.10).
- B. Active Transportation Options for Bicyclists and Pedestrians – Consultant shall develop text and maps for Existing Pedestrian Facilities and Destinations and Existing Bicycle Facilities and Destinations, to reflect current pedestrian and bicycle system conditions incorporating City, Metro and ODOT data into the pedestrian and bicycle inventory. Special attention must be given to identifying safe routes to schools and connecting citizens to regional centers without sole reliance on driving.
- C. TSMO and Transportation Demand Management (“TDM”) – Consultant shall prepare an Existing Conditions section addressing TSMO and TDM including a description of Clackamas County, regional and state practices currently being implemented for the Project Area.
- D. Traffic Speeds and Volumes – Summary maps, one depicting Average Daily Traffic volumes as available, PM peak hour traffic volumes, and another with posted speeds on arterial and collector streets throughout the Project Area as available.

- E. Street System and Intersection Performance – Intersection performance information for eight signalized intersections including:
 - a. OR 99E and Arlington Street
 - b. OR 99E and Gloucester
 - c. OR 99E and Glen Echo
 - d. Dartmouth Street and Oatfield Road to SE 82nd Drive
 - e. Oatfield Road and Ridgegate Drive/Collins Crest Street
 - f. Oatfield Road and Glen Echo Avenue
 - g. I-205 and 82nd Drive north bound
 - h. I-205 and 82nd Drive south bound

- F. Safety – Consultant shall analyze and document the crash/collision data for the past five years on streets throughout the Project Area, including city, state, and county streets, and among all users, including people driving, walking, and riding bicycles. The analysis must identify collision patterns, types, severity (property damage, injury, or fatality), high-frequency collision locations, severe collision locations, evaluation of causes, and potential counter measures. Information from ODOT’s most recent Safety Priority Index System list may be used when preparing the safety analysis for state highways and interchanges. Consultant shall analyze offset arterial intersections and determine which of those pose a safety problem. Consultant shall analyze pedestrian crossings with pedestrian-involved crashes and determine which of those pose a safety problem.

- G. Evacuation Routes – Consultant shall document existing potential or actual evacuation routes using input from the Gladstone Fire Department.

- H. Freight – Consultant shall summarize information regarding freight connections, reliability, and deficiencies in Project Area using data from the Metro 2035 RTP and Regional Freight Plan.

- I. Environmental Justice – Consultant shall identify Title VI populations within Project Area for the purposes of meeting the City's transportation needs and avoiding undue adverse impacts when examining future projects. The Environmental Justice inventory must include maps identifying concentrations of sensitive populations in the Project Area and vehicle ownership by Census Block if available.

- J. Rail, Air, Pipeline, and Water Transportation – Consultant shall document any changes in the rail, air, pipeline, and water transportation systems in the Project Area and vicinity since the development of the 1995 TSP. The City shall provide documentation of any changes in these systems for inclusions in Tech Memo 5.

Consultant shall distribute draft Tech Memo 5 to City, PMT, TAC and PAC at least two weeks prior to group’s respective Task 3 meetings. Consultant shall respond to comments and prepare final version after Task 3 meetings.

3.2 Draft Tech Memo 6: Needs Analysis – Consultant shall prepare Draft Tech Memo 6 for committee and public review. Draft Tech Memo 6 must build upon Tech Memos 1-4 to identify transportation gaps and deficiencies consistent with RTFP Title 7 definitions. Draft Tech Memo 6 must be consistent with the TPR (OAR 660-012-0030), RTFP section 3.08.210, and RTP Mobility Corridors identified needs for OR 99E and I-205. Draft Tech Memo 6 must determine if the identified needs in the 1995 TSP remain a need and if so, include those needs in Draft Tech Memo 6. Draft Tech Memo 6 must include a summary as well as a full report including the following elements:

- A. Street Network and Connectivity Needs Analysis – Consultant shall update and bring forth the “Local Street Connectivity” map in Figure 8-6 of the 1995 TSP consistent with the TPR provisions of OAR 660-0012(045)(3), (4), and (5), and the RTFP Section 3.08.110 Street System Design requirements. The updated map must include existing and proposed arterial, collector, and local streets; and pedestrian, bicycle, and trail connections.
- B. Public Transportation and Inter-modal Connections Analysis – Consultant shall identify desired transit service levels and routes in the community, along with the actions and investments needed to support this level of transit service in coordination with TriMet and considering the regional transit classifications shown in the RTP and provisions of RTFP Section 3.08.120.C, using the Environmental Justice map from Tech Memo 3. Consultant shall identify key pedestrian and bicycle needs that will provide better access to transit stops including sidewalks and safe street crossings consistent with RTFP Section 3.08.120. Consultant shall identify the quality of existing transit stops, where more or new service is needed or desired. Needed inter-modal connections between passenger rail, commuter rail, light rail, and bus transit must also be identified. The description must identify needed connections to public transit for cyclists; and include an Oregon City transit center service description (due to the close proximity to Project Area) and reference potential passenger rail in Oregon City under the “Rail” section.
- C. Pedestrian Needs Analysis – Consultant shall perform a needs analysis for pedestrian facilities including changes since 1995. The pedestrian needs analysis must reflect the pedestrian system design requirements of RTFP section 3.08.130 and the transit system design requirements of RTFP section 3.08.120.A and B with exception to the sidewalk deficiency element. Consultant shall determine sidewalk deficiencies for collector or higher classified streets. Consultant shall identify connections needed to local trails and to the Regional Trails and Greenways network. Consultant shall update existing maps to identify missing sidewalks and document the deficient existing or recommended dimensional and design characteristics that determine whether existing sidewalks are safe, comfortable and adequate. Consultant shall develop ¼ and ½ miles travel shed diagrams to illustrate the walking distances to key destinations. Key destinations include transit stops, schools, parks, libraries and other destinations as determined by the Consultant. Consultant shall also use a pedestrian level of traffic stress analysis tool to forecast and measure network quality changes. (See “Safety Needs Analysis” below).

- D. Bicycle Needs Analysis – Consultant shall perform a needs analysis for bicycle facilities including changes since 1995. The bicycle needs analysis must be consistent with RTFP section 3.08.140. Analysis must include evaluation of providing bicycle connections to the Regional Trails and Greenways network and Regional and County Active Transportation Plan systems. Consultant shall develop one-mile and five-mile travel shed diagrams to illustrate biking distances to key destinations. Key destinations include transit stops, schools, parks, libraries and other destinations as determined by the Consultant. Consultant shall apply the bicycle level of traffic stress analysis tool to forecast and measure network quality changes. (See “Safety Needs Analysis” below).
- E. TSMO, Access Management, and TDM Needs Analysis – Consultant shall use 1995 TSP information for access management. Consultant shall evaluate the existing local and regional TSMO and TDM strategies and programs and identify gaps and opportunities to expand TSMO investments, strategies and programs, including multimodal traffic management, traveler information, and TDM, consistent with section 3.08.160(2) of the RTFP. Consultant shall identify existing “park and ride” parking lots as part of addressing TDM needs.
- F. Street Future Conditions Performance and Capacity Needs Analysis – Consultant shall update the 1995 TSP to include 2035 street forecast condition based on applicable performance standards, with explanations of problem areas. The future intersection performance information must be provided for eight signalized intersections including:
- a. OR 99E and Arlington Street
 - b. OR 99E and Gloucester
 - c. OR 99E and Glen Echo
 - d. Dartmouth Street and Oatfield Road to SE 82nd Drive
 - e. Oatfield Road and Ridgegate Drive/Collins Crest Street
 - f. Oatfield Road and Glen Echo Avenue
 - g. I-205 and 82nd Drive north bound
 - h. I-205 and 82nd Drive south bound
- G. Safety Needs Analysis – Consultant shall update the 1995 TSP section on Safety applying, in part, the performance measures identified in Tech Memo 2, to identify locations that need safety improvements including pedestrian and bicyclist crossings of streets, especially those leading to key destinations, such as employment and shopping areas and schools. Consultant shall also update the 1995 TSP section on Safety to address the “safety intersections” and problem corridors identified in the existing conditions crash analysis in Tech Memo 3. City shall provide Consultant with information about observed and perceived speeding, as well as safety and traffic diversion problems on local streets. Consultant shall also analyze needs for City-identified common safety problems and possible traffic calming measures.

- H. Freight Needs Analysis – Consultant shall identify gaps and deficiencies in the freight system using the 1995 TSP and current RTP.
- I. Air, Rail, Pipeline, and Water Needs Analysis – Consultant shall update the 1995 TSP air, rail, pipeline and water needs analysis and identify needed changes. The Rail section must include discussion about the future of passenger rail in Oregon City.
- J. Menu of Potential Solutions – Consultant shall identify a menu of solutions to help solve or address the identified gaps and deficiencies for all travel modes consistent with RTFP requirements.

Consultant shall distribute draft Tech Memo 6 to City, PMT, TAC and PAC at least two weeks prior to group's respective Task 3 meetings. Consultant shall respond to comments and prepare final version after Task 4 meetings.

- 3.3 Joint PMT and TAC Meeting #1** – Consultant shall organize and facilitate Joint PMT and TAC Meeting #1 to review and receive feedback on draft Tech Memo 5 and Draft Tech Memo 6 and to outline the Project next steps.

Consultant shall prepare an agenda and distribute it and the draft Tech Memos at least one week prior to Joint PMT and TAC Meeting #1. Consultant shall prepare and distribute a meeting summary no later than one week following Joint PMT and TAC Meeting #1.

- 3.4 PAC Meeting #2** – Consultant shall organize and facilitate PAC Meeting #2 to review and receive feedback on draft Tech Memo 5 and Draft Tech Memo 6 to share PMT and TAC comments on the memos and to outline the Project next steps.

Consultant shall prepare an agenda and distribute it and the draft Tech Memos at least one week prior to PAC Meeting #2. Consultant shall prepare and distribute a meeting summary no later than one week following PAC Meeting #2. It is assumed that PAC Meeting #2 will occur on the same day and back to back with Joint PMT and TAC Meeting #1 and include the same basic materials (agendas, presentations, etc.).

- 3.5 Community and Virtual Community Meeting #1** – City shall organize and Consultant shall lead Community Meeting #1 to present the Project purpose, opportunities for community input, and the key findings of Draft Tech Memos 5-6, summarized and in graphic form. The graphic form to gain feedback on Tech Memos 5-6 must be posted online as part of the Virtual Community Meeting #1. A minimum of two Consultant team members shall attend Community Meeting #1 and the City shall provide any needed staff support.

Community Meeting #1 must include an on-line Virtual Community Meeting effort that allows people to participate online to provide input. The online event must take place during the in-person community meeting and the opportunity to give input must remain available for no fewer than 14 days. The Virtual Community Meeting must include web

versions of poster boards, presentation slides, and handouts presented at the Community Meeting, as well as the opportunity to provide similar input as sought at the in-person Community Meeting. Virtual Community Meeting 1 need not include any Project videos.

Consultant shall prepare a summary of comments received from Virtual Community Meeting event along with the in-person meeting summary notes within two weeks of Community Meeting #1.

City Deliverables

- 3a Joint PMT and TAC Meeting #1 (Subtask 3.3)
- 3b PAC Meeting #2 (Subtask 3.4)
- 3c Community and Virtual Community Meeting #1 (Subtask 3.5)
- 3d Review and comment on Consultant deliverables

Consultant Deliverables

- 3A Tech Memo 5 (Subtask 3.1)
- 3B Draft Tech Memo 6 (Subtask 3.2)
- 3C Joint PMT and TAC Meeting #1 (Subtask 3.3)
- 3D PAC Meeting #2 (Subtask 3.4)
- 3E Community and Virtual Community Meeting #1 (Subtask 3.5)

TASK 4: Potential Solutions

Subtasks

4.1 Draft Tech Memo 7: Regulatory Solutions – Building on Tech Memo 1, Consultant shall prepare Draft Tech Memo 7 to recommend regulatory changes to achieve local, City Code consistency with the applicable provisions of the RTP, RTFP, and TPR, as identified in Tech Memo #1. Draft Tech Memo 7 must be in table format showing the concept to explain the intent, the existing City Code language or policy (if it exists) and the recommended City Code language or policy to achieve compliance. Recommended City Code language must be in an 80% completed format. Draft Tech Memo 7 must recommend City Code language that ensures the following:

- a. TDM language to require new development, major expansions and conditionally approved development to reduce single-occupant vehicle trips. TDM language must include a list of options to achieve compliance;
- b. Consistency with OAR 660-012-0045(3), (4), and (5);
- c. Compliance with RTFP Section 3.08.110 Street System Design including requirements pertaining to completeness of the existing street system, connectivity to support transit, walking and bicycling, building orientation, street tree locations and spacing, street lighting and furniture for pedestrians, pedestrian paths to provide reasonably direct routes;
- d. street design standards for streets, bicycle and pedestrian facilities, trails, and transit facilities, allowing implementation of complete street designs as set forth in Metro’s “Creating Livable Streets: Street Design Guidelines”, and green street designs set

- forth in Metro’s “Green Streets: Innovative Solutions for Stormwater and Street Crossings”, and “Trees for Green Streets: an Illustrated Guide”.
- e. Compliance with RTFP Section 3.08.120 Transit System Design; and
 - f. Compliance with RTFP Section 3.08.130.C. and consideration of Section 3.08.130.B.

4.2 Draft Tech Memo 8: TSP Solutions – Consultant shall prepare Draft Tech Memo 8 that includes recommended TSP Solutions and updates the 1995 TSP projects and programs, building on the identified needs in Tech Memo 6. Consultant shall include the yet to be completed vehicular-system solutions from the 1995 TSP in draft Tech Memo 8 with exceptions to the “safety intersections” which may have new solutions.

Consultant shall consider the final Project Goals and Objectives and Evaluation Criteria and satisfy the standards, goals and objectives identified in Final Tech Memo 2 and select the TSP Solutions. Consultant shall identify potential projects that would help meet the performance standards, including operational improvements, local street system improvements, TDM, and walking, biking, and transit improvements with order of magnitude cost estimates. Consultant must identify, in consultation with ODOT or other facility owners, whether major improvements are feasible from financial, environmental, and land use perspectives. The objective is to avoid the need to develop alternative mobility standards for state highways within the Project Area as a future plan refinement per OHP Action 1G1 and, among other objectives, to expand travel options and reduce greenhouse gas pollution.

Consultant shall identify one to three alternative solutions, typically depending upon the identified system needs (gap or deficiency) or objectives. The City and APM shall provide direction on the number of alternative solutions, if there is a debate or question. Solutions must reflect and implement the Metro 2035 RTP Corridor Investment Strategies. Projects included in the 1995 TSP and in the Financially Constrained and State RTP systems of investments (project lists), Regional TSMO Plan, Regional Freight Plan, and Regional High Capacity Transit Plan must be considered against the Project Goals and Objectives and Evaluation Criteria in Tech Memo 2.

Solutions must be packaged by project mode and type in the order listed in RTFP section 3.08.220. Consultant must indicate, by ranking method, how the TSP solution(s) support the Project Goals and Objectives and Evaluation Criteria used during the outreach meetings. Order of magnitude planning cost estimates must be included.

Tech Memo 8 must include the following elements:

- A. Update of the 1995 TSP Safety Solutions and Improvements – Consultant shall include the 1995 TSP proposed recommended safety improvements not yet implemented for pedestrian, bicycle, transit and vehicle travel for only the “Safety Study Intersections”. Consultant shall also identify solutions for newly identified safety problems. Safety improvements are expected to potentially include traffic calming, realignment and other geometric improvements, especially those that slow traffic speed or are among the Federal Highway Administration’s Proven Safety

Countermeasures list. The description of proposed solutions must include the needed acquisition of any easements and rights-of-way.

- B. List of TSMO Solutions and Improvements – Consultant shall develop a list of TSMO solutions and improvements, including TDM, geometric, and operational improvements and including consideration of transit and freight signal priority. Consultant shall identify projects within the Project Area, County, and region that provide transportation system and demand management benefit for travelers to, through, and within the Project Area. Consultant shall use planning-level evaluation of potential strategies that effect signal timing (e.g., transit signal priority, freight signal priority, and Intelligent Transportation Systems strategies). Consultant shall also include best practices parking management strategies, TDM standards for new development, and TDM education and incentive programs. Consultant shall identify up to four potential new “park and ride” parking lot locations, if identified as a need in Draft Tech Memo 4.
- C. Access Management Solutions – Consultant shall recommend access management and spacing solutions for State facilities and City and County arterials. Solutions may be physical improvements or recommendations for City Code or street standard amendments. Consultant shall identify facilities or segments thereof where a future more detailed access management plan would encourage smoother traffic flows with fewer collisions and fewer conflicts with pedestrians and bicycles.
- D. Lists of Pedestrian, Bicycle, Trail, and Transit Solutions and Improvements – Consultant shall recommend potential improvements to the existing transit system, both locally and regionally, including sidewalk access, safe crossings of streets to access transit stops, improved quality transit stops, and other identified transit needs. Consultant shall identify new routes and areas requiring new or additional transit service and identify whether these routes are likely to be cost-effective to serve.

Any language addressing recommendations for changes in transit service must be developed in collaboration with TriMet. Consultant shall recommend solutions to meet identified bicycle and pedestrian needs, including recommendations to improve connectivity to key employment and shopping destinations, schools and transit stops and to the existing multi-use trails system. Consultant shall recommend new multi-use trail locations within the Project Area. Consultant shall conduct an access to transit opportunities analysis utilizing data from TriMet, considering the pedestrian level of traffic stress analysis results. .

Consultant shall identify three target areas that provide the most opportunity for improvement, based on the transit opportunities analysis. Solutions and improvements related to these opportunity areas must be highlighted in the prioritized list. Consultant shall determine if the Metro non-Single Occupancy Vehicle mode split targets have been met and, if not, Consultant shall assess why the target will not be met, and recommend actions the City can take to make progress toward 2035 targets. To help inform potential new actions, Consultant shall consider actions for

achieving non-Single Occupancy Vehicle mode split targets recommended by the 2005 Metro Non-Single Occupancy Vehicle Modal Target study. Bicycle and pedestrian projects must be shown as stand-alone projects, while indicating which of those offer the potential to be rolled into larger projects.

- E. List of Improvements to Improve System Connectivity – Consultant shall recommend updates to the 1995 TSP to improve street network connectivity; if and where feasible connections exist.
- F. List of Solutions and Improvements to Maintain Freight Mobility and Reliability – Consultant shall update the 1995 TSP to recommend freight route improvements (including rail) for consistency with the RTFP.
- G. List of Solutions and Improvements to Maintain or Increase Street Capacity – Consultant shall bring forth 1995 TSP projects to address capacity demands, identify where capacity expansions are not feasible and identify locations that do not or will not be likely to meet regional mobility standards based on the 1995 TSP, considering other identified Project solutions are in place.
- H. Screening – Consultant shall screen new solutions (not 1995 TSP solutions) proposed above in A through G, for obvious environmental, engineering, land use “fatal flaws” and anticipated funding capacity. This screening can be qualitative or sketch level, and need not include a full system wide traffic analysis, but does require operational analysis where alternative solutions to a specific localized operational or capacity demand are proposed.
- I. Performance Measures and Targets – Consultant shall incorporate the transportation performance measures and targets consistent with RTFP Section 3.08.230 and have performance measures for safety, vehicle miles traveled per capita, freight reliability, congestion, and walking, bicycling and transit mode shares to evaluate and monitor the TSP. Where the regional mobility standards in Table 3.08-2 of the RTFP will not likely be met, Consultant shall document where the mobility standards are not met and why, and identify future refinement plans with a timeframe and budget. For facilities where the regional mobility standards in Table 3.08-2 of the RTFP will not be met, Consultant shall provide findings explaining why the 1995 or current TSP solutions do not solve the need and respond consistent with OHP Policy Action 1F3. Responding consistent with OHP Policy Action 1F3 includes identifying in the Updated TSP project list a future refinement plan with a timeframe and budget for alternative mobility standards to be developed.
- J. Progress Toward Performance Targets– Consultant shall develop for adoption measures consistent with RTFP Section 3.08.230.E and Section 3.08.410 in order to improve system performance and reduce further degradation of highways within the City’s jurisdiction.

- 4.3 Joint PMT and TAC Meeting #2** – Consultant shall organize and facilitate Joint PMT and TAC Meeting #2 to review and receive feedback on Draft Tech Memos 7 and 8; and to outline the Project next steps.

Consultant shall prepare an agenda and distribute it and the Draft Tech Memos at least one week prior to Joint PMT and TAC Meeting #2. Consultant shall prepare and distribute a meeting summary no later than one week following Joint PMT and TAC Meeting #2.

- 4.4 PAC Meeting #3** – Consultant shall organize and facilitate PAC Meeting #3 to review and receive feedback on Draft Tech Memos 7 and 8; and to outline the Project next steps including Community and Virtual Community Meeting #1.

Consultant shall prepare an agenda and distribute it and the Draft Tech Memos at least one week prior to PAC Meeting #3. Consultant shall prepare and distribute a meeting summary no later than one week following PAC Meeting #3. It is assumed that PAC Meeting #3 will occur on the same day and back to back with Joint PMT and TAC Meeting #2 and include the same basic materials (agendas, presentations, etc.).

City Deliverables

- 4a Joint PMT and TAC Meetings #2 (Subtasks 4.3)
- 4b PAC Meeting #3 (Subtask 4.4)
- 4c Review and comment on Consultant deliverables

Consultant Deliverables

- 4A Draft Tech Memo 7 (Subtask 4.1)
- 4B Draft Tech Memo 8 (Subtask 4.2)
- 4C Joint PMT and TAC Meeting #2 (Subtask 4.3)
- 4E PAC Meeting #3 (Subtask 4.4)

TASK 5: Present Work to Date to PC and City Council

Subtasks

- 5.1 PMT Meeting #3** - Consultant shall organize and facilitate PMT Meeting #3 in Gladstone in order to plan Community and Virtual Community Meeting #1. Consultant shall provide the PMT meeting agenda and a draft Community and Virtual Community Meeting #1 agenda at least one week prior to meeting.
- 5.2 PC Meeting #1** – City shall arrange and Consultant shall facilitate PC Meeting #1, a work session to update the PC on Project work and Consultant deliverables completed to date and to receive feedback. Consultant shall facilitate a discussion to receive feedback on the transportation needs and draft solutions. Consultant’s presentation must include a 10-20 slide presentation summarizing the transportation needs and potential solutions. Consultant shall prepare a draft meeting agenda for PMT review prior to distribution to the PC by City, and a final meeting agenda incorporating input received.

- 5.3 **City Council Meeting #1** – City shall arrange and Consultant shall facilitate City Council Meeting #1, a work session to update the City Council on Project work and Consultant deliverables completed to date and to receive feedback. Consultant shall facilitate a discussion to receive feedback on the transportation needs and draft solutions. Consultant’s presentation must include a 10-20 slide presentation summarizing the transportation needs and potential solutions. Consultant shall prepare a draft meeting agenda for PMT review prior to distribution to the PC by City, and a final meeting agenda incorporating input received.
- 5.4 **Final Tech Memos 6** – Consultant shall finalize Tech Memo 6 based on the committee and community input to date and distribute to PMT, TAC and PAC.
- 5.5 **Final Tech Memo 7** – Consultant shall finalize Tech Memo 7 based on the committee and community input to date. Tech Memo 7 must include the complete recommended code and policy changes that are proposed to be noticed for public hearing and supported by the Staff Report and Findings (Task 8.2). Any new or modified language to (TAC) Draft Tech Memo 7 must be clearly distinguished in Final Tech Memo 7. Consultant shall provide copies of Final Tech Memo 7 to PMT, TAC and PAC.
- 5.6 **Final Tech Memos 8** – Consultant shall finalize Tech Memo 8 based on the committee and community input to date and distribute to PMT, TAC and PAC.

City Deliverables

- 5a PMT Meeting #3 (Subtask 5.1)
- 5b PC Meeting #1 (Subtask 5.2)
- 5c City Council Meeting #1 (Subtask 5.3)
- 5e Review and comment on Consultant deliverables

Consultant Deliverables

- 5A PMT Meeting #3 (Subtask 5.1)
- 5B PC Meeting #1 (Subtask 5.2)
- 5C City Council Meeting #1 (Subtask 5.3)
- 5D Final Tech Memo 6 (Subtask 5.4)
- 5E Final Tech Memo 7 (Subtask 5.5)
- 5F Final Tech Memo 8 (Subtask 5.6)

Task 6: Refine Solutions: Develop Draft Planned and Financially Constrained Transportation Systems

Subtasks

- 6.1 **Draft Tech Memo 9: Planned and Financially Constrained Transportation Systems -** Consultant shall prepare Draft Tech Memo 9 to describe and analyze the Planned and Financially Constrained Transportation Systems consistent with the TPR, particularly OAR 660-012-0040. The description of each of these Systems must be sufficient to describe the planned mode, function, performance standards, typical cross-section, and

general location of facilities, services, and improvements. Projects or planned improvements that involve financial contributions from sources outside the City must include a statement as to the likelihood of funding availability, developed in concert with the jurisdiction or agency expected to provide funding. One-time capital funds must be distinguished clearly from continuing operating expenditures. The development of the Planned and Financially Constrained Transportation Systems must be consistent with the Project Goals and Objectives and must be based on the Evaluation Criteria. Consultant shall consider the feedback from the PMT, TAC, PAC, PC, and City Council in previous tasks in developing the Planned and Financially Constrained Transportation Systems.

Consultant must analyze and summarize the performance of the financially constrained and planned systems consistent with Expectations for Traffic Analysis. Based on the performance analysis, Consultant shall recommend any revisions to the Draft Financially Constrained and Planned Systems. Consultant shall recommend phasing and sequencing of projects. If and where the recommended Planned System does not satisfy regional and state mobility targets, Consultant shall document the difference(s) and recommend a strategy for how this issue can best be addressed as a future action, separate from the Updated TSP.

Consultant shall provide the PMT and TAC electronic copies of Draft Tech Memo 7 with a cover memo and receive PMT and TAC comments in time to convey substantive recommendations at PAC Meeting #4.

6.2 Joint PMT and TAC Comments – Consultant shall prepare Joint PMT and TAC Comments, a written response of how PMT and TAC comments will be addressed.

6.3 PAC Meeting #4 – City shall organize and Consultant shall facilitate PAC Meeting #4 to discuss Draft Tech Memo 9 and to gain consensus on what should constitute the Planned and Financially Constrained Transportation Systems and solutions needing further refinement for Final Tech Memo 9.

Consultant shall prepare an agenda and distribute it and Draft Tech Memo 9 at least one week prior to PAC Meeting #4. Consultant shall prepare and distribute a meeting summary no later than one week following PAC Meeting #4.

6.4 Community and Virtual Community Meeting #2 – City shall organize and Consultant shall facilitate Community and Virtual Community Meeting #2 to gain citizen feedback on Draft Tech Memo 9. City shall invite City Council and PC members to attend. The virtual portion of Community Meeting #2 must be available to the public for at least 14 days. A minimum of two Consultant team members shall attend Community Meeting #2 and City shall provide staff support. Meeting materials must be previewed by the City and APM for approval and include, at a minimum, 5-10 poster boards and a 10-20 slide presentation. Consultant shall provide to City and APM a summary of the citizen comments and recommendations received at Community Meeting #2, in the form of meeting summary notes.

Community and Virtual Community Meeting #2 must allow people to participate on-line to provide input. The online event must take place during the in-person community meeting and remain available for no fewer than 14 days. The Virtual Community Meeting must include web versions of poster boards, presentation slides, and handouts presented at the Community Meeting, as well as the opportunity to provide similar input as sought at the in-person Community Meeting. Virtual Community Meeting #2 need not include any Project videos. Consultant shall prepare a summary of comments received from Virtual Community Meeting #2 event along with the in-person meeting summary notes within two weeks of Community Meeting #2.

- 6.5 City Council and PC Joint Work Session #1** – City shall organize and Consultant shall facilitate a joint work session to update the PC and City Council on the status of the Project and gain consensus on what should constitute the Financially Constrained and Planned Transportation Systems and any additional changes to TSP Policy and Regulatory Solutions from earlier deliverables. Consultant’s presentation must include a 10-20 slide presentation summarizing the material.
- 6.6 Final Tech Memo 9** – Consultant shall prepare Final Tech Memo 9 to reflect the feedback from the City Council and PC Joint Work Session #1 including additional analysis and refinements of at least ten solutions. Consultant shall gain agreement with PMT on selected, ten solutions prior to carrying out refinements. Consultant shall provide copies of Final Tech Memo 9 to the PMT, TAC and PAC.

City Deliverables

- 6a PAC Meeting #4 (Subtask 6.3)
- 6b Community and Virtual Community Meeting #2 (Subtask 6.4)
- 6c City Council and PC Joint Work Session #1 (Subtask 6.5)
- 6d Review and comment on Consultant deliverables

Consultant Deliverables

- 6A Draft Tech Memo 9 (Subtask 6.1)
- 6B Joint PMT and TAC Comments (Subtask 6.2)
- 6C PAC Meeting #4 (Subtask 6.3)
- 6D Community and Virtual Community Meeting #2 (Subtask 6.4)
- 6E City Council and PC Joint Work Session #1 (Subtask 6.5)
- 6F Final Memo 9 (Subtask 6.6)

Task 7: Draft Updated TSP and Implementing Language

Objective: Prepare the Draft Updated TSP, RTP Amendments and implementing TSP language for consideration by City officials and Metro.

Subtasks

- 7.1 Draft Updated TSP** – Consultant shall prepare a Draft Updated TSP incorporating earlier Tech Memos and following the organization of the 1995 TSP. Draft Updated TSP must include, separately or as a part of Draft Updated TSP, as determined by City,

recommended amendments to the City Code and other implementing ordinances based on Tech Memos 7 and 9. Some or part of the Tech Memos prepared earlier in the Project may be included as an Appendix to the Draft Updated TSP and any recommended changes to the RTP project list. Consultant shall provide the PMT, TAC and PAC a link to the Draft Updated TSP with a comment deadline.

- 7.2 Metro and Department of Land Conservation and Development (DLCD) Notice –** Consultant shall submit a link to a copy of the Draft Updated TSP to Metro’s Chief Operating Officer at least 35 days prior to the first public hearing as directed in the RTFP, and make all corrections as designated by Metro prior to the public hearing. Consultant shall also submit a copy of the Draft Updated TSP to DLCD at least 35 days prior to the first evidentiary hearing as directed by ORS 197.610 and OAR 660-018-020 and make all corrections necessary prior to the public hearing.
- 7.3 Recommended Updated TSP –** Consultant shall revise the Draft Updated TSP into the Recommended Updated TSP incorporating comments from City, APM, and Community and Virtual Community Meeting #3 and shall submit six paper copies and one electronic copy to the City and one hard copy to the APM. Recommended Updated TSP must be provided concurrent with any identified amendments to the City Code and other implementing ordinances, and recommended RTP amendments. City shall send an email with a link to the Recommended Updated TSP to interested parties including the APM, TAC, PAC, DLCD and Metro.

City Deliverables

- 7a Review and comments on Consultant deliverables

Consultant Deliverables

- 7A Draft Updated TSP (Subtask 7.1)
7B Metro and Department of Land Conservation and Development (DLCD) Notice (Subtask 7.2)
7C Recommended Updated TSP (Subtask 7.3)

Task 8: Adoption

Subtasks

- 8.1 City Council and PC Joint Work Session #2 –**City shall arrange, notice, and conduct a joint work session of the City Council and PC to review the Recommended Updated TSP. Consultant shall attend to summarize comments from Community Meeting #3, provide an overview of the Recommended Updated TSP and its documentation and to answer questions.
- 8.2 TSP Staff Report and Findings –** Consultant shall prepare one (1) draft staff report for City Attorney with findings to support adoption of the Recommended Updated TSP and implementing language. City shall have an opportunity to modify or append the staff report and preliminary findings in preparation for the first evidentiary hearing. City will

modify or append the staff report as necessary to capture modifications or recommendations proposed through the adoption process.

- 8.3 Planning Commission (PC) Hearings** – City shall arrange, notice and conduct the PC Hearings to consider the Recommended Updated TSP, amendments to the City Code and other implementing ordinances, and associated Legislative application (recommended RTP amendments). Consultant shall attend and present the materials to be considered at one PC Hearing. Consultant will assist City in preparing any recommended modifications to proposed Code and policy language.
- 8.4 City Council Adoption Hearings** – City shall arrange, notice and conduct the City Council Adoption Hearings to consider adoption of the Recommended Updated TSP, amendments to the City Code and other implementing ordinances, and recommendations. Consultant shall attend and present the materials to be considered at one City Council Adoption Hearing.
- 8.5 Final Updated TSP** – Consultant shall prepare a final version of the Updated TSP with the adopting ordinance number and effective date incorporating City Council actions at adoption hearings as reported by City. Consultant shall submit six printed and bound copies of the Final Updated TSP to City, plus two hard copies to APM and submit an electronic copy of all documentation to the City and APM in PDF and a modifiable format. City shall finalize adopted updates to City Code and, if applicable, updated policies in the Comprehensive Plan.
- 8.6 Final Updated TSP to Metro and DLCD** – Consultant shall submit a hard copy of the Final Updated TSP to Metro’s Chief Operating Officer within 14 days after adoption and an electronic copy to DLCD.
- 8.7 Title VI Report** – Consultant shall prepare and submit to the APM Title VI Report documenting Project processes and outreach for all income, race, gender, and age groups for the entire Project.

City Deliverables

- 8a City Council and PC Joint Work Session #2 (Subtask 8.1)
- 8b PC Hearings (Subtask 8.3)
- 8c City Council Adoption Hearings (Subtask 8.4)

Consultant Deliverables

- 8A City Council and PC Joint Work Session #2 (Subtask 8.1)
- 8B TSP Staff Report and Findings (Subtask 8.2)
- 8C PC Adoption Hearings (Subtask 8.3)
- 8D City Council Adoption Hearings (Subtask 8.4)
- 8E Final Updated TSP (Subtask 8.5)
- 8F Final Updated TSP to Metro and DLCD (Subtask 8.6)
- 8G Title VI Report (Subtask 8.7)

TASK 9: Contingent Tasks

Contingent Task: No Services under this contingent task shall be performed without the prior written approval (e-mail acceptable) of APM. APM shall give separate written authorization for each subtask.

9.1 Contingent Meeting #1 – Upon written authorization of APM, Consultant shall attend an additional Project meeting (PMT, TAC, PAC, PC, or City Council) to present and receive feedback. Consultant shall provide summary meeting notes within one week of meeting.
 Consultant Key Staff: Matt Bell, KAI

9.2 Contingent Meeting #2 – Upon written authorization of APM, Consultant shall attend an additional Project meeting (PMT, TAC, PAC, PC, or City Council) to present and receive feedback. Consultant shall provide summary meeting notes within one week of meeting.
 Key Staff: Matt Bell, KAI

Project Schedule

TASK		<i>Schedule (Months after Notice to Proceed (NTP))</i>
1	Establish Committees and Start Project	May-June, 2016
2	Project Goals and Objectives and Funding Assumptions	May-July, 2016
3	Existing Transportation System and Needs Inventory	May – August, 2016
4	Potential Solutions	September - November, 2016
5	Present Work to Date to PC and City Council	December, 2016
6	Refine Solutions: Develop Draft Planned and Financially Constrained Transportation Systems	January-February, 2017
7	Draft Updated TSP and Implementing Language	March – April, 2017
8	Adoption	May-June, 2017

City Deliverables Estimate

Task	Description	
1	Establish Committees and Start Project	
1a	Committee Rosters (Subtask 1.1)	\$ 500
1b	PMT Meeting #1 (Subtask 1.2)	\$ 250
1c	PMT Conference Call Meetings (Subtask 1.5)	\$ 500
1d	“Transportation Planning 101” Training (subtask 1.6)	\$ 500
1e	Review and comment on Consultant deliverables	\$ 500
	Subtotal - Task 1	\$2,250
2	Project Goals and Objectives and Funding Assumptions	
2a	City Background Documents (Subtask 2.1)	\$ 500
2b	Project Flyer mailing (Subtask 2.6)	\$ 500

2c	PMT Meeting #2 (Subtask 2.8)	\$ 500
2d	TAC Meeting #1 (Subtask 2.9)	\$ 500
2e	PAC Meeting #1 (Subtask 2.10)	\$ 500
2f	Review and comment on Consultant deliverables	\$ 500
	Subtotal - Task 2	\$ 3,000
3	Existing Transportation System and Needs Inventory	
3a	Joint PMT and TAC Meeting #1 (Subtask 3.4)	\$ 500
3b	PAC Meeting #2 (Subtask 3.5)	\$ 500
3c	Community and Virtual Community Meeting #1 (Subtask 3.5)	\$ 500
3d	Review and comment on Consultant deliverables	\$ 500
	Subtotal – Task 3	\$2,000
4	Potential Solutions	
4a	Joint PMT and TAC Meetings #2 (Subtasks 4.3)	\$ 500
4b	PAC Meeting #3 (Subtask 4.4)	\$ 500
4c	Review and comment on Consultant deliverables	\$ 500
	Subtotal – Task 4	\$1,500
5	Present Work to Date to PC and City Council	
5a	PMT Meeting #3 (Subtask 5.1)	\$ 250
5b	PC Meeting #1 (Subtask 5.3)	\$ 750
5c	City Council Meeting #1 (Subtask 5.4)	\$ 750
5d	Review and comment on Consultant deliverables	\$ 250
	Subtotal – Task 5	\$2,000
6	Refine Solutions: Develop Draft Planned and Financially Constrained Updated Transportation Systems	
6a	PAC Meeting #4 (Subtask 6.3)	\$ 250
6b	Community and Virtual Community Meeting #2 (Subtask 6.4)	\$ 500
6c	City Council and PC Joint Work Session #1 (Subtask 6.4)	\$ 500
6d	Review and comment on Consultant deliverables	\$ 500
	Subtotal – Task 6	\$1,750
7	Draft Updated TSP and Implementing Language	
7b	Review and comments on Consultant deliverables	
	Subtotal – Task 7	
8	Adoption	
8a	City Council and PC Joint Work Session #2 (Subtask 8.1)	\$1,000
8b	PC Hearings (Subtask 8.3)	\$1,000
8c	City Council Adoption Hearings (Subtask 8.4)	\$1,000
	Subtotal – Task 8	\$3,000
	Subtotal Non-Contingent	\$15,500
9	Contingency Tasks	
9a	Contingent Meeting #1	\$ 250
9b	Contingent Meeting #2	\$ 250

	Subtotal Contingent	\$ 500
	TOTAL	\$16,000

Consultant Deliverables

Task	Description	Fixed Amount per Deliverable
1	Establish Committees and Start Project	
1A	PMT Meeting #1 (Subtask 1.2)	\$ 1,600
1B	Refined Project Schedule (Subtask 1.3)	\$ 1,100
1C	Project Website (Subtask 1.4)	\$ 2,200
1D	PMT Meetings (Subtask 1.5)	\$3,900
1E	“Transportation Planning 101” Training (subtask 1.6)	\$ 1,700
	Subtotal - Task 1	\$10,500
2	Project Goals and Objectives and Funding Assumptions	
2A	Base Maps (Subtask 2.2)	\$ 1,540
2B	Tech Memo 1 (Subtask 2.3)	\$ 4,560
2C	Tech Memo 2 (Subtask 2.4)	\$ 2,500
2D	Tech Memo 3 (Subtask 2.5)	\$ 2,060
2E	Project Flyer (Subtask 2.6)	\$ 1,200
2F	Tech Memo 4 (Subtask 2.7)	\$ 2,530
2G	PMT Meeting #2 (Subtask 2.8)	\$ 1,600
2H	TAC Meeting #1 (Subtask 2.9)	\$ 2,180
2I	PAC Meeting #1 (Subtask 2.10)	\$ 1,000
	Subtotal - Task 2	\$ 19,170
3	Existing Transportation System and Needs Inventory	
3A	Tech Memo 5 (Subtask 3.1)	\$ 12,690
3B	Draft Tech Memo 6 (Subtask 3.2)	\$ 12,540
3C	Joint PMT and TAC Meeting #1 (Subtask 3.4)	\$ 1,700
3D	PAC Meeting #2 (Subtask 3.5)	\$ 630
3E	Community and Virtual Community Meeting #1 (Subtask 3.5)	\$ 3,500
	Subtotal – Task 3	\$31,060
4	Potential Solutions	
4A	Draft Tech Memo 7 (Subtask 4.1)	\$ 4,560
4B	Draft Tech Memo 8 (Subtask 4.2)	\$ 9,790
4C	Joint PMT and TAC Meeting #2 (Subtask 4.3)	\$ 2,350
4D	PAC Meeting #3 (Subtask 4.4)	\$ 1,000
	Subtotal – Task 4	\$17,700
5	Present Work to Date to PC and City Council	
5A	PMT Meeting #3 (Subtask 5.1)	\$ 1,480
5B	PC Meeting #1 (Subtask 5.2)	\$ 1,380
5C	City Council Meeting #1 (Subtask 5.3)	\$ 1,380
5D	Final Tech Memo 6 (Subtask 5.4)	\$ 2,280

5E	Final Tech Memo 7 (Subtask 5.5)	\$ 1,190
5F	Final Tech Memo 8 (Subtask 5.6)	\$ 2,280
	Subtotal – Task 5	\$ 9,990
6	Refine Solutions: Develop Draft Planned and Financially Constrained Transportation Systems	
6A	Draft Tech Memo 9 (Subtask 6.1)	\$ 7,350
6B	Joint PMT and TAC Comments (Subtask 6.2)	\$ 1,000
6C	PAC Meeting #4 (Subtask 6.3)	\$1,100
6D	Community and Virtual Community Meeting #2 (Subtask 6.4)	\$ 3,750
6E	City Council and PC Joint Work Session #1 (Subtask 6.5)	\$ 1,600
6F	Final Tech Memo 9 (Subtask 6.6)	\$ 2,530
	Subtotal – Task 6	\$ 17,330
7	Draft Updated TSP and Implementing Language	
7A	Draft Updated TSP (Subtask 7.1)	\$ 7,670
7B	Metro and Department of Land Conservation and Development (DLCD) Notice (Subtask 7.2)	\$ 830
7C	Recommended Updated TSP (Subtask 7.3)	\$ 2,520
	Subtotal – Task 7	\$ 11,020
8	Adoption	
8A	City Council and PC Joint Work Session #2 (Subtask 8.1)	\$ 1,640
8B	TSP Staff Report and Findings (Subtask 8.2)	\$ 3,170
8C	PC Adoption Hearings (Subtask 8.3)	\$ 2,310
8D	City Council Adoption Hearings (Subtask 8.4)	\$ 1,400
8E	Final Updated TSP (Subtask 8.5)	\$2,520
8F	Final Updated TSP to Metro and DLCD (Subtask 8.6)	\$ 900
8G	Title VI Report (Subtask 8.7)	\$ 700
	Subtotal – Task 8	\$ 12,640
	Subtotal Non-Contingent	\$129,410
9	Contingency Tasks	
9A	Contingent Meeting #1	\$ 1,270
9B	Contingent Meeting #2	\$ 1,270
	Subtotal Contingent	\$ 2,540
	TOTAL	\$ 131,950

City of Gladstone
Website Discovery & Planning
Communication Plan
Verve Northwest Communications
April 15, 2016

Website:

1. **Discovery & Planning:** Meet with all web stakeholders to brainstorm ideas, get input on features and needs for the website. Build a plan, specific scope (including basic navigation and features) for the site.
 - a. Estimated Time: 12 hours

Communication Plan

2. **Research:** Review Medford and other similar city communication plans. Talk to stakeholders, departments, etc. about their challenges and needs.
 - a. Estimated Time: 10 hours
3. **Create the Plan:** Write, edit and format the plan for use by the City of Gladstone.
 - a. Estimated Time: 25 - 30 hours
4. **Present to City Administrator:** Prepare and present the plan to City Administrator (and any others), answer questions and take feedback
 - a. Estimated Time: 5 - 8 hours
5. **Revise and Submit Final Plan:** Revise the plan based on presentation feedback and questions. Submit final version in paper and electronic format.
 - a. Estimated Time: 4 - 6 hours

Hourly rate: \$75 per hour

Web discovery and communication plan not to exceed \$7,000

Timing:

- May: meet with web stakeholder group for discovery and planning
- May: meet with relevant managers or departments for communication plan research
- By mid-May: create website scope and timeline
- May/June: create communication plan
- June: Begin website build out
- Late June/July: present and finalize plan



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