CITY OF OREGON CITY
CITY COMMISSION REGULAR MEETING
AGENDA

Virtual Meeting Only
Wednesday, December 16, 2020 at 7:00 PM

VIRTUAL MEETING INFORMATION:

This meeting will be held online via Zoom; please contact recorderteam@orcity.org for the meeting link.

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

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

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES, PROCLAMATIONS, AND PRESENTATIONS

4. CITIZEN COMMENTS

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

5. ADOPTION OF THE AGENDA

6. PUBLIC HEARINGS

6a. First Reading of Ordinance No. 21-1002, Amending the Development Agreement with John Jones Construction, Inc.

6b. Request for Continuance of the Public Works Code Amendments to January 6, 2021

(GLUA 20-33, LEG 20-01)

7. GENERAL BUSINESS

7a. Proposed Process for Annexation Code Amendments

8. CONSENT AGENDA

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

8a. Resolution No. 20-41, Extending the State of Emergency Declaration in Oregon City due to the COVID-19 Pandemic

8b. Memorandum of Understanding Between the City of Oregon City and the Willamette Falls and Landings Heritage Area Coalition

8c. Public Works Street Division Replacement Vehicle #448

8d. Public Works Wastewater Division Replacement Vehicle #543

8e. City Manager Merit Pay for Performance

8f. Minutes of the September 8, 2020 Work Session

9. COMMUNICATIONS

City Manager

9a. Waterboard Park Tree Removal

Commissioners

Mayor

10. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor calls your name, proceed to the speaker table, and state your name and city of residence into the microphone. Each speaker is given three (3) minutes to speak. To assist in tracking your speaking time, refer to the timer on the table.

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

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

ADA NOTICE

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

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

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 12/16/2020

From: Interim Finance Director Ryan Bredehoeft

SUBJECT:

First Reading of Ordinance No. 21-1002, Amending the Development Agreement with John Jones Construction, Inc.

STAFF RECOMMENDATION:

Staff recommends that the City Commission take public testimony from any parties interested in commenting, then, following deliberation, approve the first reading of Ordinance No. 21-1002.

EXECUTIVE SUMMARY:

The City and John Jones Construction, Inc. desire to amend a development agreement to extend it to March 19, 2023.

BACKGROUND:

The City has received a request from a developer to extend the duration of a development agreement.

The City entered into a development agreement with John Jones Construction, Inc. ("Jones") in 2008 whereby Jones would construct a stormwater facility to accommodate 442 current and future lots in the area. The cost of construction was to be reimbursed to Jones to the extent these lots were issued a building permit within the life of the agreement. The agreement was subsequently amended on two separate occasions to extend the time period for reimbursement of the cost; first in December of 2009 and again in December of 2019.

Now, with the Development Agreement, as previously amended, scheduled to expire on December 31, 2020, and with there still being additional potentially developable lots for which Jones could receive additional reimbursement, the City and Jones desire to amend the Development Agreement, as previously amended, by extending the time period for reimbursement of the cost to March 19, 2023, fifteen (15) years from the date

the Development Agreement was originally entered into which, per ORS, is the maximum duration a development agreement may be entered into with a city.

OPTIONS:

1. Approve Ordinance No. 21-1002.
2. Approve Ordinance No. 21-1002, with amendments.
3. Deny Ordinance No. 21-1002 and provide staff with direction.

ORDINANCE NO. 21-1002

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING ORDINANCE 08-1003, A DEVELOPMENT AGREEMENT WITH JOHN JONES CONSTRUCTION, INC., PURSUANT TO ORS 94.504 TO 94.528, AS AMENDED BY ORDINANCE 09-1003 AND ORDINANCE 19-1017

WHEREAS, on March 19, 2008, Ordinance 08-1003 approved a Development Agreement between The City of Oregon City (the "City") and John Jones Construction, Inc. ("Jones"), pursuant to the provisions of ORS 94.504 to 94.528, to mutually accomplish the two goals of a 4-lot residential subdivision ("Wild Horse") for Jones and a sub-regional stormwater facility (the "facility") for the City whereby Jones would construct the facility at the northeast corner of Maplelane Road and Thayer Road to serve 442 homes (which includes an additional 438 homes of capacity over the 4 lots that the City could require Jones to undertake) in five existing or future developments in a single stormwater management facility, thereby saving the City stormwater funding due to economies of scale; and

WHEREAS, the City agreed to provide reimbursement to Jones from future connections for the construction of the facility in excess of the size and capacity needed to serve Jones's 4-lot subdivision; and

WHEREAS, on December 2, 2009, Ordinance 09-1003 approved an amendment to the Development Agreement to accept the facility that Jones constructed, set the final costs of the facility at $1,169,334.84 (resulting in a per lot cost of $2,645.55 for the 442 current and future lots, with this amount to be reimbursed to Jones to the extent these lots were issued a building permit within the life of the agreement), and extend the agreement and the time period for repayment of the cost to ten (10) years from the Amendment date; and

WHEREAS, on December 18, 2019, Ordinance 19-1017 approved an amendment to the Development Agreement to extend the agreement and the time period for repayment of the cost to December 31, 2020; and

WHEREAS, the Development Agreement, as amended, is scheduled to expire on December 31, 2020; and

WHEREAS, there exist additional potentially developable lots for which, if the Development Agreement were in effect, Jones would continue to be reimbursed to the extent the City collects the per lot cost of $2,645.55 when those lots are issued a building permit; and

WHEREAS, a longer period for the Development Agreement is requested so that Jones can receive additional reimbursement for construction of the facility; and

WHEREAS, pursuant to ORS 94.522, a development agreement may be amended by mutual consent of the parties to the agreement, and the governing body of a city shall amend a development agreement by adoption of an ordinance setting forth the amendments to the agreement; and

WHEREAS, pursuant to ORS 94.504(8)(a), the maximum duration of a development agreement entered into with a city is fifteen (15) years; and

WHEREAS, March 19, 2023 is fifteen (15) years from the date the Development Agreement was executed and the maximum it can be extended; and

WHEREAS, Jones would like to extend for a longer period; and

WHEREAS, extending the time period for reimbursement to a date beyond March 19, 2023 would require the execution of a new agreement that would require both parties to provide consideration; and

WHEREAS, the City and Jones desire to enter into a new development agreement in the future whereby Jones would provide consideration in exchange for the City extending the time period for reimbursement beyond the existing statutory maximum; and

WHEREAS, the City and Jones desire to amend the Development Agreement, as previously amended, by extending the time period for reimbursement of the cost to March 19, 2023, to allow the City and Jones adequate time to enter into a new development agreement in the future.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Ordinance 08-1003, as amended by Ordinance 09-1003 and Ordinance 19-1017, remains as approved except for the amendment as outlined in Attachment 1.

Section 2. The City Commission approves the amendment included as Attachment 1. The amendment extends the agreement term to March 19, 2023.

Read for the first time at a regular meeting of the City Commission held on the 16th day of December 2020, and the City Commission finally enacted the foregoing ordinance this 6th day of January 2021.

RACHEL LYLES SMITH,
Commission President

Attested to this 6th day of January 2021,

Kattie Riggs, City Recorder

Approved as to legal sufficiency:

City Attorney

DEVELOPMENT AGREEMENT AMENDMENT

This AGREEMENT is made by and between the CITY OF OREGON CITY, an Oregon municipal corporation, (the "City") and JOHN JONES CONSTRUCTION, INC., an Oregon Corporation ("Jones") this 16th day of December 2020.

WHEREAS, the City and Jones agreed to and entered into a Development Agreement on March 19, 2008 (Exhibit 1) for a zone change (Planning File No. ZC 07-06) for the Jones property (Tax Lot 3400) to R-6; a 4-lot residential subdivision ("Wild Horse") (Planning File No. TP 07-09, and revised Conditions of Approval) on the City Property (Tax Lot 3200); a Water Resource Exemption (Planning File No. WR 07-26); and a sub-regional stormwater facility; and

WHEREAS, the City and Jones amended the Development Agreement on December 2, 2009 (Exhibit 2) to accept the facility that Jones constructed, set the final costs of the facility at $1,169,334.84 (resulting in a per lot cost of $2,645.55 for 442 current and future lots, with this amount to be reimbursed to Jones to the extent these lots were issued a building permit within the life of the agreement), and extend the agreement and the time period for reimbursement of the cost to ten (10) years from the amendment date; and

WHEREAS, the City and Jones amended the Development Agreement on December 18, 2019 (Exhibit 3) to extend the agreement and the time period for repayment of the cost to December 31, 2020; and

WHEREAS, the Development Agreement, as amended, is scheduled to expire on December 31, 2020; and

WHEREAS, there exist additional potentially developable lots for which, if the Development Agreement were in effect, Jones would continue to be reimbursed to the extent the City collects the per lot cost of $2,645.55 when those lots are issued a building permit; and

WHEREAS, the City and Jones desire to amend the Development Agreement by extending the time period for reimbursement of the cost to March 19, 2023; and

WHEREAS, the Oregon City Commission duly noticed and held a public hearing on the proposed Development Agreement amendment on December 16, 2020, at which time the City Commission accepted public testimony on the proposed Development Agreement amendment; and

WHEREAS, at the end of the public hearing, the City Commission voted to approve the Development Agreement amendment as adopted by City Ordinance 21-1002.

NOW, THEREFORE, based on the foregoing recitals, the City and Jones, hereby agree to the following:

1. **Effective Date, Term and Modification**: This Development Agreement amendment shall be effective upon signature by both parties and shall extend the agreement and the time period for reimbursement of the cost to March 19, 2023. This Development Agreement amendment may be modified or terminated sooner only upon the written agreement signed by the authorized representatives of both parties.

2. All other terms of the Development Agreement, as previously amended, are unchanged by this amendment.

CITY OF OREGON CITY:

_____ _____

Tony Konkol, City Manager Date

John Jones 12-7-2020

John Jones Date

Approved as to form:

_____

City Attorney

Attachments:
Exhibit 1 – Development Agreement, March 19, 2008
Exhibit 2 – Amendment 1 to the Development Agreement, December 2, 2009
Exhibit 3 – Amendment 2 to the Development Agreement, December 18, 2019

Wild Horse

After Recording Return To:
City Recorder: Nancy Ide
City of Oregon City
P.O. Box 3040
Oregon City, OR 97045

qp

Clackamas County Official Records
Sherry Hall, County Clerk
2008-029736
01208715200800297360090097
$71.00
04/24/2008 01:06:03 PM
D-OD Cnt=1 Stn=8 JANISKEL
$45.00 $16.00 $10.00

DEVELOPMENT AGREEMENT

This AGREEMENT is made by and between the CITY OF OREGON CITY, an Oregon municipal corporation, (the "City") and JOHN JONES CONSTRUCTION, INC., an Oregon Corporation ("Jones") this 19th day of March 2008.

WHEREAS, Jones owns approximately 41,169 square feet of real property located at 14453 Thayer Road, more specifically identified as TL 3400 on Clackamas County Map 3-2E-4CD (the "Jones Property"), zoned by the City as R-10 (Single-Family Residential); and

WHEREAS, the City owns a stormwater facility of approximately 19,948 square feet located at 18453 Elder Road, more specifically identified as TL 3200 on Clackamas County Map 3-2E-4CD (the "City Property"), zoned by the City as R-6 (Single-Family Residential); and

WHEREAS, the City desires to construct a sub-regional stormwater facility in the Thayer Road/Maplelane Road intersection area to serve over four hundred homes in five existing or future developments in a single stormwater management facility; thereby saving stormwater funding due to economies of scale; and

WHEREAS, the City Commission approved Resolution 08-01 to include this sub-regional stormwater facility in the Capital Facilities Improvements Plan on February 6, 2008; and

WHEREAS, the City initiated discussions in 2006 with Jones regarding the potential use of TL 3400 for a sub-regional stormwater facility prior to Jones owning said property; subsequently Jones purchased TL 3400, included it in the annexation Planning File AN 06-04, and received City and voter annexation approval in the November 2006 election; and

WHEREAS, the City Planning Commission recommended approval of a zone change (Planning File No. ZC 07-06) for the Jones property (Tax Lot 3400) to R-6; a 4-lot residential subdivision (Planning File No. TP 07-09, Staff Report at Exhibit 1 and revised Conditions of Approval at Exhibit 2) on the City Property (Tax Lot 3200); and a Water Resource Exemption (Planning File No. WR07-26) on January 14, 2008 with conditions that require Jones to agree to a zone change, lot line adjustment, dedicate street right-of-way to the City and construct certain public improvements that are larger or with greater capacity than needed to serve Jones's subdivision, and

WHEREAS, the Jones and City properties are adjacent to each other and a Lot Line Adjustment (Planning File No. LL 07-19) has been approved by the Community Development Director to align the two properties as shown on Exhibit 3 to accommodate the desired results of a 4-lot subdivision for Jones and a sub-regional stormwater facility for the City; and

WHEREAS, the Lot Line Adjustment/Partition Plat states that the adjusted Parcel 1 shall be retained by the City and that the adjusted Parcel 2 shall by retained by Jones (Exhibit 4); and

WHEREAS, the City and Jones desire to enter into a development agreement to mutually accomplish the two goals of a 4-lot subdivision and a sub-regional stormwater facility; and

WHEREAS, the City has agreed to provide reimbursement to Jones for the construction of public improvements in excess of the size and capacity needed to serve Jones's subdivision; and

WHEREAS, a statutory development agreement, pursuant to ORS 94.504 to 94.528, is an appropriate mechanism for the City and Jones to enter into an agreement for the land exchange, zone change, lot line adjustment, subdivision approval, the dedication and construction of the needed and over-sized public improvements, and to set forth the terms by which the City will pay for and reimburse Jones for the cost of the pond improvements beyond what is needed to serve Jones's subdivision, provided the improvements comply with minimum City design standards; and

WHEREAS, ORS 271.310 permits a city to exchange property for property of "equal or superior useful value" for public use. ORS 271.350 requires the city to appraise both properties prior to the exchange. ORS 271.340 requires the property accepted by the public body to be not less than the value of the property relinquished; and

WHEREAS, the City commissioned an appraisal through Hanna, McEldowney & Associates (HMA) to appraise both properties. HMA's appraisal report (Exhibit 5) dated October 15, 2007 is presented and incorporated herein by this reference; and

WHEREAS, the HMA appraisal report certifies that the City's current stormwater pond property (Tax Lot 3200) is currently appraised at $225,000 before the trade and lot line adjustment and the future City property (Tax Lot 3400) is currently appraised at $300,000 after the trade but before the lot line adjustment; and

WHEREAS, under the proposed exchange, the City's land value of $300,000 after the trade is more than the City's land value of $225,000 prior to the trade and thus meets the requirements of ORS 271.340; and

WHEREAS, the City's City Commission duly noticed and held a public hearing on the proposed development agreement on March 5, 2008, at which time the City Commission accepted public testimony on the proposed development agreement; and

WHEREAS, at the end of the public hearing, the City Commission voted to approve the development agreement as adopted by City Ordinance 08-1003.

NOW, THEREFORE, based on the foregoing recitals, the CITY COMMISSION FOR THE CITY OF OREGON CITY and Jones, hereby agree to the following:

1. **Subdivision Approval (TP 07-09):** The CITY hereby approves the zone change (Planning File No. ZC 07-06) and 4-lot subdivision application presented by Jones (City

Planning File No. TP 07-09) as reflected in the ZC07-06/TP 07-09 Staff Report and Notice of Decision, attached to this Development Agreement as Exhibit 1, and incorporated herein by this reference (the "Subdivision Approval" or the "Development"). Both parties agree to be bound by and to implement the terms and conditions of the Subdivision Approval, attached as Exhibit 1 and incorporated herein by this reference, except as those terms and conditions are specifically modified and clarified by this Development Agreement.

2. **Maplelane Sub-regional Stormwater Facility (MSSF):** The MSSF improvements including those street improvements detailed in paragraph 3 shall be paid for on an individual lot basis. The City requires the MSSF to serve the sub-regional area for at least 442 lots (442 lots shall be the "basis" for all calculations as detailed in the Cost Share Analysis - Exhibit 6). The Jones' subdivision only requires a stormwater facility sized for four lots. The estimated additional 438-home capacity is in excess of what the City can require Jones to undertake. Jones has provided an Engineer's Estimate (Exhibit 7) for the estimated construction costs of the stormwater facility improvements totaling $631,149 ($725,822 with 15% contingencies). Exhibits 7 and 8 detail construction cost distribution based on this Engineer's Estimate and the City's interest calculation sheet that shows an interest rate of 5.6% (1.5% over the Local Government Investment Pool rate). Once construction is completed and final costs are obtained, both parties agree to amend this Development Agreement to clarify final cost distribution through the City Commission. The current estimated per lot cost for the MSSF with interest is $687,752 ($790,738) / 442 lots = $1,556 ($1,789).

As building permits are issued for homes in this 4-lot subdivision, the CITY shall collect the then-applicable stormwater System Development Charge (SDC) and MSSF fee from the building permit applicant, and issue to Jones a check for up to a total of $6,224 ($7,156) except as otherwise determined through paragraph 7 (see Exhibit 9 – Schedule of Charges based on Estimated Costs). Since these fees collected by the CITY for the four buildable lots in this Development are insufficient to pay the total facility costs, the CITY shall repay Jones in two ways. First, the City will reimburse Jones $136,928 ($157,432) except as otherwise determined through paragraph 7 (see Exhibit 9 – Schedule of Charges based on Estimated Costs) for the 88 existing homes (Walnut Grove I and II) already connected to the existing pond at the time of City acceptance of the MSSF. Second, the City shall collect stormwater fee-in-lieu-of payments from the other new homes in the drainage basin flowing into the new stormwater facility and pay these fees to Jones not less than quarterly upon receipt of the fees with a total payment not to exceed $544,600 ($626,150) except as otherwise determined through paragraph 7.

3. **Thayer and Maplelane Road Construction:** Jones shall construct full Collector and Minor Arterial Street improvements for Thayer and Maplelane Roads, respectively, across the new pond lot frontages as part of the stormwater facility improvements.

a. Jones shall construct Thayer Road with the following improvements: Centerline monument boxes, Curb return radii and curb (handicap) ramps are required. The improved street portions that the applicant is required to provide includes, but is not to be limited to, base rock, paved half-street width of 23 feet (6-foot half of a turn lane, 11-foot travel lane and 6-foot bike lane), curb, gutter, 6-foot concrete sidewalk, 5-foot planter strip with street trees, dual ADA ramps at the corner, city utilities (water, sanitary and storm drainage facilities), traffic control devices and street lights. All street

improvements shall be in compliance with the CITY'S municipal code, street standards, and its Transportation System Plan.

b. Jones shall construct Maplelane Road with the following improvements: Centerline monument boxes, Curb return radii and curb (handicap) ramps are required. The improved street portions that the applicant is required to provide includes, but is not to be limited to, base rock, paved half-street width of 32 feet (6-foot half of a turning lane, 12-foot travel lane, 6-foot bike lane, and a 8-foot parking space), curb, gutter, 7-foot concrete sidewalk, 5-foot planter strip with street trees, city utilities (water, sanitary and storm drainage facilities), traffic control devices and street lights. All street improvements shall be in compliance with the CITY'S municipal code, street standards, and its Transportation System Plan.

4. **Construction Schedule:** The stormwater and water quality facility and street improvements (known as Stormwater Facility improvements) as a proportional share shall be included as a condition of the four-lot subdivision. These improvements shall be completed and accepted by the City prior to final plat approval. The stormwater facility improvements construction shall commence within 30 days of the agreement approval or design approval, whichever is later, unless otherwise approved by the City Engineer due to weather conditions, and be completed within two years from the date of this agreement.

5. **Fees, Charges and SDCs:** The CITY and Jones agree that no other dedications, SDCs, assessments and improvement costs, other than what is set out in Exhibit 8 as modified by future mutual agreement addenda to set the final costs, will be imposed on or exacted against Jones or its successors or assigns with respect to the Property for final plat approval or building permits. The parties agree that this agreement shall not affect property taxes against any part of the Jones' Development.

6. **City Construction Plan Review:** The CITY shall use best efforts to review and provide comments to Jones on their construction plans, tree survey and any review applications within 30 days of submission of those applications.

7. **Agreement to be Adopted by Ordinance:** This Agreement shall be adopted by the CITY as a Development Agreement under ORS Chapter 94 and an Ordinance and, upon adoption, will serve as the Land Use Approval of the preliminary subdivision plan for 4 lots of this Development. The subdivision approval will consist of the findings and conclusions contained in the Approval and conditions attached as Exhibit 1 & 2 as modified and clarified in this Agreement. The subsequent final cost amendment to this agreement shall also be adopted by the CITY as a Development Agreement amendment and an Ordinance.

8. **Effective Date, Term and Modification:** This Development Agreement shall be effective upon signature by both parties and shall have a term of two years from the effective date. This Development Agreement may be modified or terminated sooner than two years only upon the written agreement signed by the authorized representatives of both parties. Subsequent Development Agreement amendments for the final cost shall reset the term as agreed upon by the two parties.

9. **City Land Division Requirements Control:** Review of the requirements set out in the subdivision approval (Exhibit 1) shall occur as provided in OCMC Title 16.

10. **Attorneys Fees:** In the event legal action is brought by the city or Jones against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

11. **Completion of Public Improvements:** Construction of the public improvements shall be completed within two years of the effective date of this Agreement.

12. **City Financial Obligations Contingent on Budget Process:** All City obligations to expend moneys under this Agreement shall be contingent upon future appropriations as part of the local budget process.

13. **Dispute Resolution Process:** If a dispute arises between or among the parties regarding breach of this Agreement or interpretation of any term thereof, those parties shall first attempt to resolve the dispute by negotiation as set forth below. If negotiation fails to resolve the dispute, the parties agree to submit the matter to non-binding mediation in accordance with Step 2 below. Lastly, the matter shall be submitted to arbitration in accordance with Step 3 below.

Step 1 – Negotiation. The persons designated by each of the disputing parties will negotiate on behalf of the entity they represent. The issues of the dispute shall be reduced to writing and each negotiator shall then meet and attempt to resolve the issue. If the dispute is resolved with this step, there shall be a written determination of such resolution signed by each representative, which shall be binding upon the parties.

Step 2 – Mediation. If the dispute cannot be resolved within 30 days of initiation of Step 1, a party shall request in writing that the matter be submitted to non-binding mediation. The parties shall use good-faith efforts to agree on a mediator. If they cannot agree, the parties shall request a list of five mediators from an entity or firm providing mediation services. The parties will attempt mutual agreement on a mediator from the list provided, but if they cannot agree, each party shall select one name and the two mediators shall jointly select a third mediator. The dispute shall be heard by the third mediator and any common costs of mediation shall be borne equally by the parties (notwithstanding any other provision of this Agreement), who shall each bear their own costs and fees therefor. If the issue is resolved at this Step 2, then a written determination of such resolution shall be signed by each representative and shall be binding upon the parties.

Step 3 – Arbitration. After exhaustion of Steps 1 and 2 above, the matter shall be settled by binding arbitration in Clackamas County, Oregon, in accordance with the rules of the Arbitration Service of Portland (ASP). The arbitration shall be before a single arbitrator; nothing shall

prevent the parties from mutually selecting an arbitrator or panel thereof who is not part of the ASP panel and agreeing upon arbitration rules and procedures. The cost of arbitration shall be shared equally. The arbitration shall be held within 60 days of selection of the arbitrator unless otherwise agreed to by the parties. The decision shall be issued within 30 days of arbitration. The arbitration award may be recorded as a judgment. Notwithstanding any other provision of this Agreement, the costs, fees and expenses for arbitration shall be borne equally by the parties.

15. **Remedies for Breach:** Should either party breach this Agreement, remedies available under Oregon law for breach of contract are available to the parties, including damages and injunctive relief.

16. **Controlling Law and Venue for Disputes:** This Agreement shall be deemed to have been entered into in the State of Oregon and shall be construed and interpreted in accordance with the laws of Oregon. Any litigation or proceedings arising out of or connected with this Agreement shall be heard and decided in Oregon Circuit Court for Clackamas County.

17. **Entire Agreement:** The CITY and Jones acknowledge and agree that no promises or representations have been made that do not appear written herein and that this Agreement contains the entire agreement of the parties as to this Agreement.

18. **Severability Clause:** The parties to this Agreement agree that if any term, provision, covenant, condition or portion of this Agreement is held to be illegal, invalid, void, voidable or unenforceable, the remainder of the provisions shall remain in full force and effect as a separate contact and shall in no way be affected, impaired or invalidated.

19. **Assignment:** Jones may not assign all or any portion of its right and interest in and to this Development Agreement, whether by disposition of its property or otherwise, whether by direct or indirect assignment or transfer, by operation or law or by any stock sale, merger, consolidation or other means in any one or more transactions, without the prior written consent of the City, which consent shall not be unreasonably withheld.

CITY OF OREGON CITY:

City Manager

3/31/08
Date

State of Oregon
County of Clackamas

The foregoing instrument was acknowledged before me on this 31st day of March, 2008, by Larry Patterson as City Manager of the City of Oregon City, on behalf of said City.

OFFICIAL SEAL
NANCY S. IDE
NOTARY PUBLIC-OREGON
COMMISSION NO. 400033
MY COMMISSION EXPIRES DEC. 1, 2009

Nancy Ide
Notary Public for Oregon
My Commission expires: 12-01-09

John Jones Construction, Inc.:

3-26-08
Date

State of Oregon
County of Clackamas

The foregoing instrument was acknowledged before me on this 26th day of March, 2008, by John Jones as an authorized member of John Jones Construction, Inc..

Notary Public for Oregon
My Commission expires: May 3, 2010

OFFICIAL SEAL
CHRISTY ALDINGER
NOTARY PUBLIC - OREGON
COMMISSION NO. 405677
MY COMMISSION EXPIRES MAY 3, 2010

DEVELOPMENT AGREEMENT AMENDMENT

This AGREEMENT is made by and between the CITY OF OREGON CITY, an Oregon municipal corporation, (the "City") and JOHN JONES CONSTRUCTION, INC., an Oregon Corporation ("Jones") this 2nd day of December 2009.

WHEREAS, Jones and the City agreed to and entered into a Development Agreement on March 19, 2008 (Exhibit 1) for a zone change (Planning File No. ZC 07-06) for the Jones property (Tax Lot 3400) to R-6; a 4-lot residential subdivision ("Wild Horse") (Planning File No. TP 07-09, and revised Conditions of Approval) on the City Property (Tax Lot 3200); a Water Resource Exemption (Planning File No. WR07-26); and a sub-regional stormwater facility; and

WHEREAS, Jones has completed construction of the sub-regional stormwater facility; and

WHEREAS, the City and Jones agreed in the Development Agreement under section 7 to adopt the final costs as a amendment to the original Development Agreement and ordinance; and

WHEREAS, the City and Jones desire to amend the original development agreement to mutually set the final costs of the sub-regional stormwater facility and set a time period for repayment of the cost; and

WHEREAS, the Oregon City Commission duly noticed and held a public hearing on the proposed development agreement amendment on October 21, 2009, at which time the City Commission accepted public testimony on the proposed development agreement amendment; and

WHEREAS, at the end of the public hearing, the City Commission voted to approve the development agreement as adopted by City Ordinance 09-1003; and

WHEREAS, the final costs for the pond have been determined and the cost per each of the 442 lots that will use the pond needs to be finalized.

NOW, THEREFORE, based on the foregoing recitals, the CITY COMMISSION FOR THE CITY OF OREGON CITY and Jones, hereby agree to the following:

1. Maplelane Sub-regional Stormwater Facility (MSSF): The MSSF improvements including those street improvements shall be paid for on an individual lot basis. The City requires the MSSF to serve the sub-regional area for at least 442 lots (442 lots shall be the "basis" for all calculations as detailed in the Final Cost Share Analysis - Exhibit 2). The Jones' subdivision only requires a stormwater facility sized for four lots. The estimated additional 438-home capacity is in excess of what the City can require Jones to undertake. Jones has provided an accounting of the final costs (Exhibit 3) for the construction costs of the stormwater facility

improvements totaling:

$901,685.53	Construction Cost including profit
$267,649.31	Interest
$1,169,334.84.	Total

Exhibits 4 and 5 detail construction cost distribution based on the final costs and the City's interest calculation sheet that shows an interest rate of 6.5% (matches Jones construction loan percentage) over the ten (10) year agreement period.

The final per lot cost for the MSSF with interest is $1,169,334.94 / 442 lots = $2,645.55.

As building permits are issued for homes in the Wild Horse 4-lot subdivision, the CITY shall collect the then-applicable stormwater System Development Charge (SDC) and MSSF fee from the building permit applicant, and issue to Jones a check for up to a total of $10,582.20 except as otherwise determined through paragraph 7 (see Exhibit 6 – Schedule of Charges based on Final Costs). Since these fees collected by the CITY for the four buildable lots in this Development are insufficient to pay the total facility costs, the CITY shall repay Jones in two ways. First, the City will reimburse Jones for the 88 existing homes (Walnut Grove I and II) already connected to the existing pond at the time of City acceptance of the MSSF:

$232,808.40	(88 lots X $2,645.55/lot)
($21,806.88)	Paid amount to Jones on 6/23/08
($111,625.00)	Paid amount to Jones on 1/14/09
($32,094.57)	Unpaid Technical Plan Check Fee
$67,281.95	Amount Due to Jones

except as otherwise determined through paragraph 7 (see Exhibit 6 – Schedule of Charges based on Final Costs).

Second, the City shall collect stormwater fee-in-lieu-of payments from the other 350 new homes in the drainage basin flowing into the new stormwater facility to the extent they are issued building permits within the life of this Development Agreement and pay these fees to Jones not less than quarterly upon receipt of the fees with a total payment not to exceed $925,942.50 except as otherwise determined through paragraph 7.

2. **Fees, Charges and SDCs:** The CITY and Jones agree that no other dedications, SDCs, assessments and improvement costs, other than what is set out in Exhibit 6 will be imposed on or exacted against Jones or its successors or assigns with respect to Wild Horse subdivision for final plat approval or building permits. The parties agree that this agreement shall not affect property taxes against any part of the Wild Horse subdivision.

3. **Agreement Amendment to be Adopted by Ordinance:** This Agreement Amendment shall be adopted by the CITY as a Development Agreement under ORS Chapter 94 and an Ordinance.

4. **Effective Date, Term and Modification:** This Development Agreement amendment for the final cost shall be effective upon signature by both parties and shall have a term of ten (10) years from the Amendment's effective date. This Development Agreement Amendment may be modified or terminated sooner than ten (10) years only upon the written agreement signed by the authorized representatives of both parties.

5. **Attorneys Fees:** In the event legal action is brought by the city or Jones against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

6. **City Financial Obligations Contingent on Budget Process:** All City obligations to expend moneys under this Agreement shall be contingent upon future appropriations as part of the local budget process.

7. **Dispute Resolution Process:** If a dispute arises between or among the parties regarding breach of this Agreement or interpretation of any term thereof, those parties shall first attempt to resolve the dispute by negotiation as set forth below. If negotiation fails to resolve the dispute, the parties agree to submit the matter to non-binding mediation in accordance with Step 2 below. Lastly, the matter shall be submitted to arbitration in accordance with Step 3 below.

Step 1 – Negotiation. The persons designated by each of the disputing parties will negotiate on behalf of the entity they represent. The issues of the dispute shall be reduced to writing and each negotiator shall then meet and attempt to resolve the issue. If the dispute is resolved with this step, there shall be a written determination of such resolution signed by each representative, which shall be binding upon the parties.

Step 2 – Mediation. If the dispute cannot be resolved within 30 days of initiation of Step 1, a party shall request in writing that the matter be submitted to non-binding mediation. The parties shall use good-faith efforts to agree on a mediator. If they cannot agree, the parties shall request a list of five mediators from an entity or firm providing mediation services. The parties will attempt mutual agreement on a mediator from the list provided, but if they cannot agree, each party shall select one name and the two mediators shall jointly select a third mediator. The dispute shall be heard by the third mediator and any common costs of mediation shall be borne equally by the parties (notwithstanding any other provision of this Agreement), who shall each bear their own costs and fees therefor. If the issue is resolved at this Step 2, then a written determination of such resolution shall be signed by each representative and shall be binding upon the parties.

Step 3 – Arbitration. After exhaustion of Steps 1 and 2 above, the matter shall be settled by binding arbitration in Clackamas County, Oregon, in accordance with the rules of the Arbitration Service of Portland (ASP). The arbitration shall be before a single arbitrator; nothing shall prevent the parties from mutually selecting an arbitrator or panel thereof who is not part of the ASP panel and agreeing upon arbitration rules and procedures. The cost of arbitration shall be shared equally. The arbitration shall be held within 60 days of selection of the arbitrator unless

otherwise agreed to by the parties. The decision shall be issued within 30 days of arbitration. The arbitration award may be recorded as a judgment. Notwithstanding any other provision of this Agreement, the costs, fees and expenses for arbitration shall be borne equally by the parties.

8. **Remedies for Breach:** Should either party breach this Agreement, remedies available under Oregon law for breach of contract are available to the parties, including damages and injunctive relief.

9. **Controlling Law and Venue for Disputes:** This Agreement shall be deemed to have been entered into in the State of Oregon and shall be construed and interpreted in accordance with the laws of Oregon. Any litigation or proceedings arising out of or connected with this Agreement shall be heard and decided in Oregon Circuit Court for Clackamas County.

10. **Entire Agreement:** The CITY and Jones acknowledge and agree that no promises or representations have been made that do not appear written herein and that this Agreement contains the entire agreement of the parties as to this Agreement.

11. **Severability Clause:** The parties to this Agreement agree that if any term, provision, covenant, condition or portion of this Agreement is held to be illegal, invalid, void, voidable or unenforceable, the remainder of the provisions shall remain in full force and effect as a separate contact and shall in no way be affected, impaired or invalidated.

12. **Assignment:** Jones may not assign all or any portion of its right and interest in and to this Development Agreement, whether by disposition of its property or otherwise, whether by direct or indirect assignment or transfer, by operation or law or by any stock sale, merger, consolidation or other means in any one or more transactions, without the prior written consent of the City, which consent shall not be unreasonably withheld.

CITY OF OREGON CITY:

12-02-09

Larry Patterson, City Manager — Date

John Jones Construction, Inc.:

John Jones pres

10-14-09

Date

Approved as to form:

City Attorney

DEVELOPMENT AGREEMENT AMENDMENT

This AGREEMENT is made by and between the CITY OF OREGON CITY, an Oregon municipal corporation, (the "City") and JOHN JONES CONSTRUCTION, INC., an Oregon Corporation ("Jones") this 18th day of December 2019.

WHEREAS, the City and Jones agreed to and entered into a Development Agreement on March 19, 2008 (Exhibit 1) for a zone change (Planning File No. ZC 07-06) for the Jones property (Tax Lot 3400) to R-6; a 4-lot residential subdivision ("Wild Horse") (Planning File No. TP 07-09, and revised Conditions of Approval) on the City Property (Tax Lot 3200); a Water Resource Exemption (Planning File No. WR 07-26); and a sub-regional stormwater facility; and

WHEREAS, the City and Jones amended the Development Agreement on December 2, 2009 (Exhibit 2) to accept the facility that Jones constructed, set the final costs of the facility at $1,169,334.84 (resulting in a per lot cost of $2,645.55 for 442 current and future lots, with this amount to be reimbursed to Jones to the extent these lots were issued a building permit within the life of the agreement), and extend the agreement and the time period for reimbursement of the cost to ten (10) years from the amendment date; and

WHEREAS, the Development Agreement, as amended, is scheduled to expire on December 2, 2019; and

WHEREAS, there exist additional potentially developable lots for which, if the Development Agreement were in effect, Jones would continue to be reimbursed to the extent the City collects the per lot cost of $2,645.55 when those lots are issued a building permit; and

WHEREAS, the City and Jones desire to amend the Development Agreement by extending the time period for reimbursement of the cost to December 31, 2020; and

WHEREAS, the Oregon City Commission duly noticed and held a public hearing on the proposed Development Agreement amendment on December 4, 2019, at which time the City Commission accepted public testimony on the proposed Development Agreement amendment; and

WHEREAS, at the end of the public hearing, the City Commission voted to approve the Development Agreement amendment as adopted by City Ordinance 19-1017.

NOW, THEREFORE, based on the foregoing recitals, the City and Jones, hereby agree to the following:

1. **Effective Date, Term and Modification**: This Development Agreement amendment shall be effective upon signature by both parties and shall extend the agreement and the time period for reimbursement of the cost to December 31, 2020. This Development Agreement amendment may be modified or terminated sooner only upon the written agreement signed by the authorized representatives of both parties.

2. All other terms of the Development Agreement, as previously amended, are unchanged by this amendment.

CITY OF OREGON CITY:

Tony Konkol, City Manager — Date: 12-23-19

John Jones Construction, Inc.:

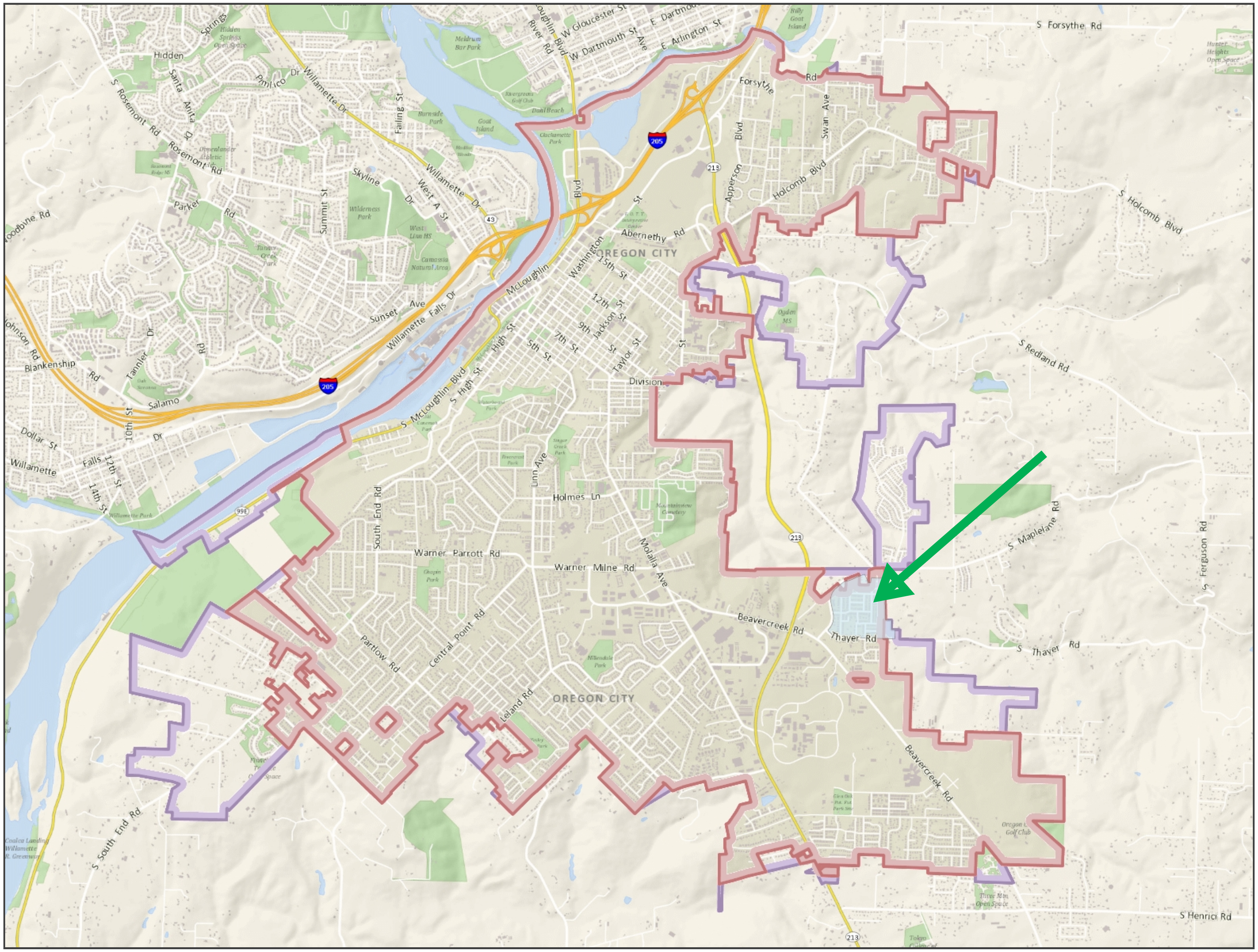
Date: 11-25-19

Approved as to form:

City Attorney

Item 6a.

Oregon City GIS Map



Legend

Street Names

Thayer Rd Pond Fee Area

City Limits

UGB

Basemap

Notes

Overview Map

0 4,500 9,000 Feet

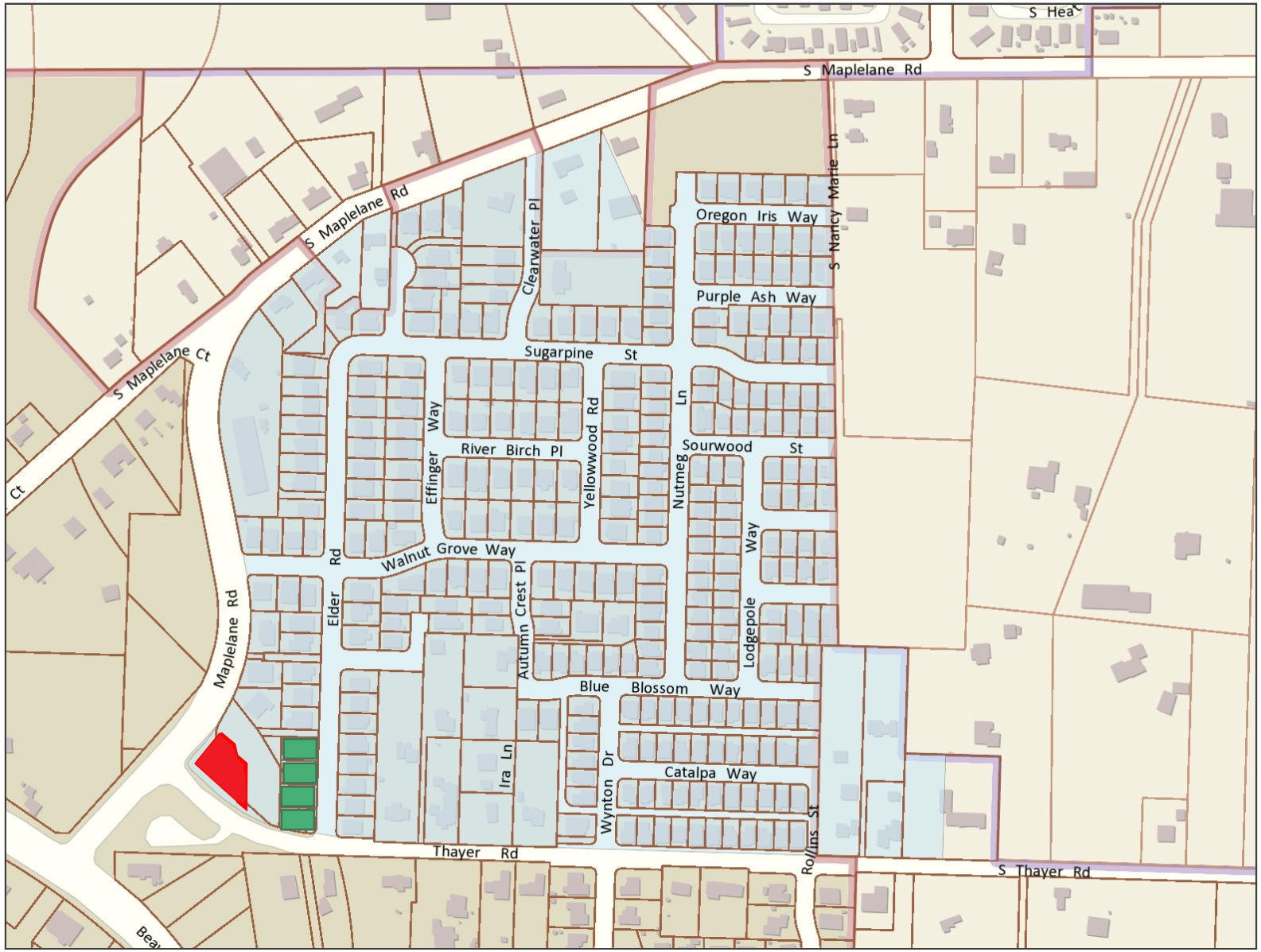
1: 54,000

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

Map created 11/21/2019

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

Oregon City GIS Map



Legend

- Street Names
- Taxlots
- Taxlots Outside UGB
- Unimproved ROW
- Thayer Rd Pond Fee Area
- City Limits
- UGB
- Basemap
- Thayer Rd Pond fee area
- Thayer Rd Pond stormwater facility
- Developer properties

Notes

Overview Map

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

Map created 11/21/2019

N

0 400 800 Feet

1: 4,800

City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
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CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 12/16/2020

From: Community Development Director Laura Terway

SUBJECT:

Request for Continuance of the Public Works Code Amendments to January 6, 2021 (GLUA 20-33, LEG 20-01)

STAFF RECOMMENDATION:

Staff recommends the City Commission continue the Public Works Code Amendments including File Nos. GLUA 20-33 and LEG 20-01 to January 6, 2021.

EXECUTIVE SUMMARY:

Staff has proposed code revisions to the Geologic Hazards Overlay District and other ancillary Public Works related development code & standards such as refinements to Public Utility Easements (PUE), requirements for undergrounding utilities, sanitary sewer standards, and the adoption of policies relating to sidewalk obstructions and undergrounding of utilities. The City Commission has requested additional information on a variety of topics. Staff is proposing to work though the items with the City Commission at a series of work sessions.

The larger package of amendments will be divided into a series of smaller amendments which will each be considered independently. A tentative schedule of upcoming work sessions and dates which we are requesting approval for various chapters is provided below.

BACKGROUND:

The City of Oregon City Public Works Department is implementing a number of projects which all require various changes to the City Code. Those projects are an enhanced Geologic Hazard Code, an Inflow/Infiltration Reduction Pilot Project, a new policy on Undergrounding Existing Overhead Utilities, and policy on Sidewalk Seating and Obstructions of a Sidewalk. The Planning Commission voted 7-0 to recommend approval of Planning file GLUA 20-00033: LEG-20-00001to the City Commission on November 9, 2020.

The proposed code revisions generally address the need for clarifications in technical development review and to address new policy direction on obstructions in the Right of Way. Larger policy questions may be addressed during the existing Oregon City Comprehensive Plan Update (www.oc2040.com), which looks at broader community policy within a robust public outreach framework, which could result in additional code revisions in the future.

Staff has proposed code revisions to the Geologic Hazards Overlay District and other ancillary Public Works related development code & standards such as: refinements to Public Utility Easements (PUE), requirements for undergrounding utilities, sanitary sewer standards, and the adoption of policies relating to sidewalk obstructions and undergrounding of utilities.

At the November 18, 2020 City Commission Hearing, the City Commission requested additional information on the infiltration and inflow (I&I) program and code amendments, land use review of capital projects, sidewalk obstructions and definitions, and regulating additional land within the Geohazard Overlay District. Staff is proposing to work though the items with the City Commission at a series of work sessions.

As there are multiple chapters involved with this proposal, the larger package of amendments will be divided into a series of smaller amendments which will each be considered independently through separate Ordinances. This approach will allow the City Commission and public the ability to review each package closely while moving efficiently through the review process. The items which the City Commission has identified comfort with will be proposed for approval sooner than the other items of concern which will be modified in work sessions until they are ready to move forward to a hearing. The tentative schedule may be found below:

December 8, 2020 City Commission Work Session
Infiltration and inflow (I&I) program and related code amendments

December 16, 2020 City Commission Work Session
Sidewalk obstructions

January 6, 2021 City Commission Hearing
Proposed 1st Reading for the adoption of the following chapters:
OCMC 13.04 & OCMC 13.08 Water and Sewer Services
OCMC 12.04 Obstructions
OCMC 17.80 Communication Facilities

January 12, 2021 City Commission Work Session
The review process for the Capital Improvement Projects (CIP)

February 3, 2021 City Commission Hearing
Proposed 1st Reading for the adoption of the following chapters:
OCMC 13.24 & OCMC 13.34 Telecommunication Facilities
OCMC 16.12 Driveways, Overhead Utilities

OCMC 17.04 Definitions
OCMC 17.62 Site Plan and Design Review
Title 17 miscellaneous chapters (cross-reference edits)

February 9, 2021 City Commission Work Session
Regulating additional land within the Geologic Hazard Overlay District

March 3, 2021 City Commission Hearing
Proposed 1st Reading for the adoption of the following chapters:
OCMC 17.44 Geologic Hazards Overlay District

The following policies will be reviewed for changes through a separate resolution process after the proposed code amendments are adopted.

1. Undergrounding Private Utilities – Standard Operating Policy
2. Sidewalk Obstructions – Standard Operating Policy
3. Sanitary Sewer Design Standards
4. Inflow and Infiltration Reduction in Private Laterals and Downspouts – Standard Operating Policy

OPTIONS:

1. Approve continuance of GLUA 20-00033: LEG-20-00001 to January 6, 2021 City Commission meeting.
2. Approve continuance of GLUA 20-00033: LEG-20-00001 to another date certain.
3. Deny request for continuance and provide staff direction.

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 12/16/2020

From: Community Development Director Laura Terway

SUBJECT:

Proposed Process for Annexation Code Amendments

STAFF RECOMMENDATION:

Provide direction on the proposed amendments and associated timeline.

EXECUTIVE SUMMARY:

At the December 8, 2020 City Commission Work Session, the City Commission directed staff to identify an expedient timeline and draft changes to the annexation factors in the Oregon City Municipal Code to add clarity and a more detailed analysis at time of annexation to identify the impact on infrastructure and utilities. Staff has identified a timeline for implementation of the project below and will provide suggested amendments at the December 16th meeting.

BACKGROUND:

The Oregon City Municipal Code (OCMC) 14.04.040 sets out a series of “factors” that must be “considered” in order to approve an annexation request. These factors include:

1. Adequacy of access to the site;
2. Conformity of the proposal with the city's comprehensive plan;
3. Adequacy and availability of public facilities and services to service potential development;
4. Compliance with applicable sections of ORS 222, and Metro Code Section 3.09;
5. Natural hazards identified by the city, such as wetlands, floodplains and steep slopes;
6. Any significant adverse effects on specially designated open space, scenic, historic or natural resource areas by urbanization of the subject property at time of annexation;
7. Lack of any significant adverse effects on the economic, social and physical environment of the community by the overall impact of the annexation;

8. Whether significant site grading or tree removal (greater than fifty percent of the "forest canopy"), excluding farm or forest practices as defined under ORS 30.930, has occurred on the property since the date when the annexation application was filed with the city.

Adopted in 1999, these standards provide the City with a great deal of discretion, but can be problematic, not only because they offer “factors” for consideration rather than criteria, but also because they are quite vague. For example, the Commission has a great deal of latitude to determine the extent to which utilities must be adequate or available in order to satisfy this factor.

At the December 8, 2020 City Commission Work Session, the City Commission expressed a desire to clarify the factors and add a more detailed analysis of the impact on infrastructure and utilities, including adequacy of timing and funding.

The City Commission directed staff to identify a process for amending the annexation factors in an expedient time frame. The Legislative process for amending the code is written out in OCMC 17.50.170. The tentative timeline provided below complies with the legal requirements for the code amendment.

December 16, 2020 – Draft Amendments and Process Presented to Commission

December 18, 2020 - Pre-Application Conference (Required Prior to a Complete Application)

December 18, 2020 Submittal of Legislative Application and DLCD Notice (Required a Minimum of 35 Days Prior to the First Hearing)

January 4, 2021 - CIC Meeting (Not Required)

January 4, 2021 - Public Notice (Required a Minimum of 20 days Prior to the First Hearing)

January 25, 2021 - Planning Commission Hearing #1

February 8, 2021 - Planning Commission Hearing #2

February 17, 2021 - City Commission #1 (1st Reading of Ordinance)

March 3, 2021 - City Commission #2 (2nd Reading of Ordinance)

April 2, 2021 – Ordinance Effective

Staff will present draft redlines of amendments at the December 16th hearing for feedback by the City Commission.

OPTIONS:

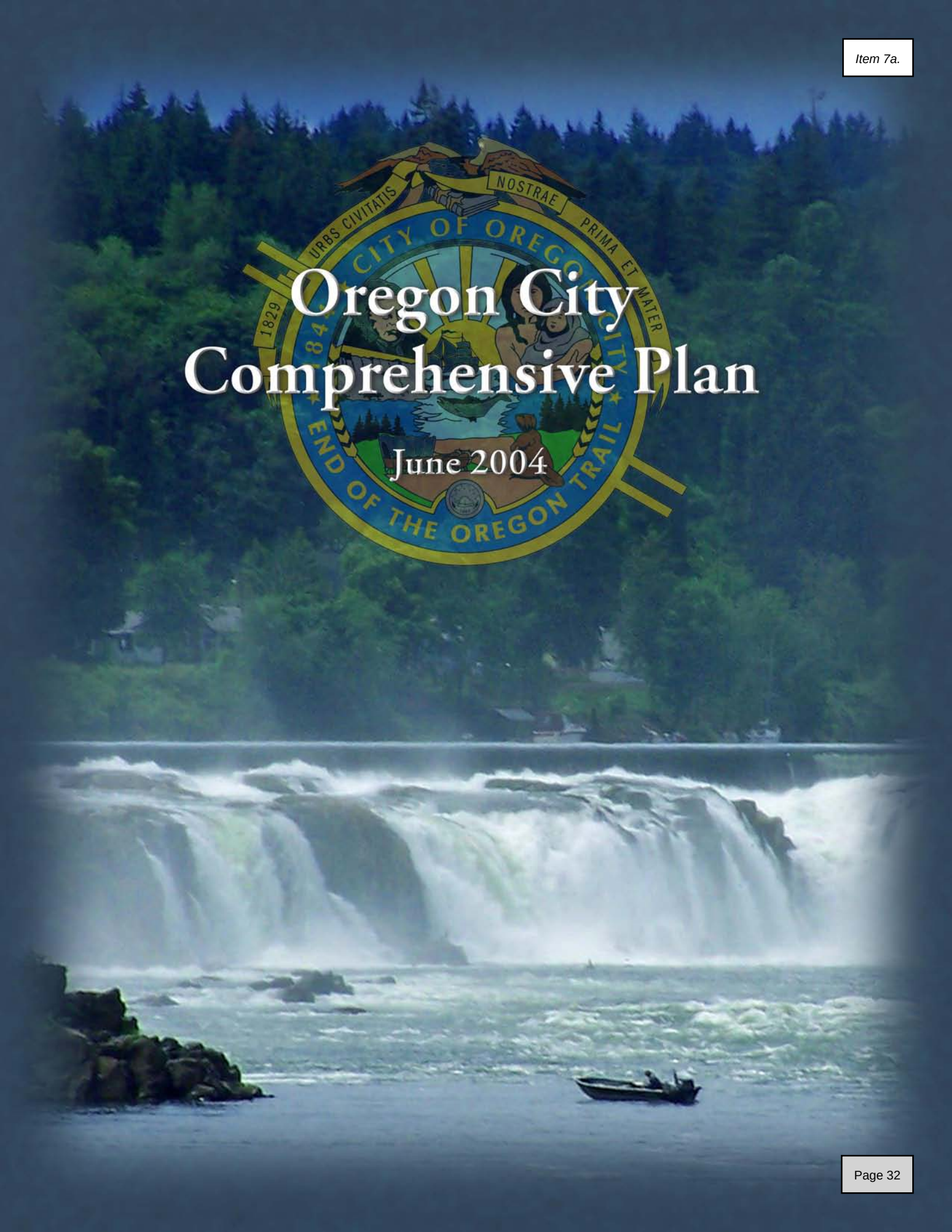
1. Provide Guidance on the proposed amendments and associated project timeline.

BUDGET IMPACT:

Amount: N/A

FY(s):

Funding Source(s):



Oregon City Comprehensive Plan

June 2004

Section 14

Urbanization

This section is intended to show compliance with Land Conservation and Development Commission (LCDC) Statewide Planning Goal 14, Urbanization. Goal 14 requires cities to estimate future growth and the need for land and to zone enough land to meet that need. The goal calls for each city to establish an "urban growth boundary" to "identify and separate urbanizable land from rural land."

As Oregon City continues to grow, it must manage the growth for the benefit of its citizens and businesses. The goals and policies of this section are intended to ensure that the city grows in ways that are fiscally sound, result in high-quality development, allow services to be provided efficiently and protect natural resources. Oregon City will urbanize in a thoughtful and deliberate manner to protect, preserve, and enhance the positive facets of city life.

Urbanization is the conversion of rural or natural resource lands to urban uses. In 1982, Oregon City occupied 3,000 acres. In 2002, the city occupied 7,295 acres—5,892 acres within the city limits and 1,403 acres outside the city limits but within the Urban Growth Boundary. Urbanization at the edge of Oregon City is constrained by the Willamette River and the City of West Linn to the west, Clackamas River and the City of Gladstone to the north, and steep topography to the south and east.

A 1990 Urban Growth Management Agreement (UGMA) between the City and Clackamas County guides land-use designations and the extension of public services to urbanizing areas. Under the agreement:

- Oregon City, rather than Clackamas County, provides public services in urbanizing areas.

- Oregon City Comprehensive Plan designations apply within urbanizing areas.
- The County zones properties inside the Urban Growth Boundary to the Future Urbanizable (FU-10) zone district until the City annexes the property and applies a city zone district.

Because the City, under City land-development regulations, cannot provide sewer and water services to properties within the Urban Growth Boundary until the properties have been annexed or the property owners have agreed to annexation, urban-level development can occur only within city limits. The UGMA appears to be working well, in that urban-level development has not occurred outside the city limits, as has happened in other jurisdictions within the region. As expansion of the Urban Growth Boundary becomes more difficult, the UGMA may need to be amended to ensure that the City and County provide for the efficient transition and provision of public services.

Growth and Urbanization Issues

How will the city continue to urbanize? How do the City government and other governmental agencies that serve the city guide the type, location, quality and design of new development? Some of the challenges facing Oregon City are:

- protecting and enhancing existing development, including older development that is now considered historic, along with new growth
- ensuring an adequate supply of housing in a range of prices and types, including housing that is affordable to low- and moderate-income families
- attracting multi-story offices, unique commercial centers, vibrant mixed-use centers, and productive employment areas
- ensuring that the city's basic utilities and facilities, especially its transportation system, have the capacity to handle the growth
- creating an urban environment, while keeping significant amounts of open space and parks available and accessible to residents
- balancing private property rights with public goals and needs as the City adopts new programs and regulations aimed at shaping the city's built and natural environment

The City will need to use all available tools in a strategic and coordinated manner to encourage high-quality development and redevelopment in appropriate locations, and at the same time protect and enhance the livability of the city. The goals and policies to meet the challenges described above are in some measure implemented through other sections of the Comprehensive Plan, such as good urban design in development, compact growth to reduce the need for expansion of the Urban Growth Boundary, multi-modal transportation initia-

tives, and viable neighborhoods that have a variety of uses. Other themes the City should consider as it grows are discussed below.

Expansion of Boundaries. Oregon City cannot expand west or north because of rivers and the adjacent cities of West Linn and Gladstone. The city will ultimately run out of land on which to accommodate new development, both within the current city limits and the Urban Growth Boundary.

As the region grows, the city will need to expand its limits to accommodate a fair share of the future demand for housing and jobs. This should be done in a rational and planned manner, in coordination with the City's Capital Improvement Program and its ability to provide services to new areas. In addition, the City should consult with residents who would be affected by a proposed Urban Growth Boundary expansion to get their input, including what their concerns are and what they expect the impacts to be, and to assess the level of support.

The Urban Growth Boundary is established to identify and separate urbanizable land from rural land, as described in LCDC Statewide Planning Goal 14. Metro regulates the expansion of the Metro Urban Growth Boundary, which includes Oregon City's Urban Growth Boundary, through Title 11 of the *Code of the Metropolitan Service District* (2003). However, Oregon City can apply for a major amendment to the Urban Growth Boundary every year except years in which Metro updates its five-year analysis of buildable land supply.

Metro considers the following when evaluating proposed changes to the Urban Growth Boundary:

- demonstrated need to accommodate long-range urban population growth
- need for housing, employment opportunities, and livability
- orderly and economic provision of public facilities and services
- maximum efficiency of land uses within, and on the fringe of, the existing urban area
- environmental, energy, economic and social consequences
- retention of high-quality, productive agricultural land
- compatibility of the proposed urban uses with nearby agricultural activities

An application for an expansion must demonstrate that growth cannot be reasonably accommodated within the current Urban Growth Boundary, that proposed uses would or could be compatible with existing uses, and that the long-term environmental, economic, social, and energy consequences after mitigation would not be significantly greater than they would be elsewhere in Metro's jurisdiction.

Title 11 requires cities to include the land within their Urban Growth Boundaries in their Comprehensive Plans prior to urbanizing that land. Title 11 intends to promote the integration of land added to the Urban Growth Boundary with existing communities by ensuring that concept plans are developed for areas proposed for urbanization or annexation. Concept plans must include a conceptual transportation plan; natural resources protection plan to protect areas with fish and wildlife habitat, water quality enhancement and mitigation and natural hazards mitigation; a conceptual public facilities and services plan for wastewater, water, storm drainage, transportation, parks, and police and fire protection; and a conceptual school plan. Metro requires Oregon City to adopt concept plans for areas added to the Urban Growth Boundary.

Once inside the Urban Growth Boundary, areas can be proposed for annexation. The Oregon City zoning code lists factors for evaluating a proposed annexation. The Planning Commission and City Commission should not consider issues related to annexations that are better suited to development reviews. The City should consider its ability to adequately provide public facilities and services to an area and leave development plans and related issues to the site development/design review process.

The City is required to refer all proposed annexations to the voters. Rather than asking voters to approve property owners' requests to annex one at a time, the City should implement an annexation plan. The City could then annex large blocks of properties, with voter approval, rather than in a piecemeal fashion. Annexation would be tied more directly to the City's ability to provide services efficiently, maintain regular city boundaries, and help the city meet Metro targets for housing and employment. The zoning of the property should be considered when the Planning Commission and City Commission review the annexation request.

Applications for annexation, whether initiated by the City or by individuals, are based on specific criteria contained in the *City of Oregon City Municipal Code.* An annexation may not be approved because the City cannot provide public services to the area in a timely fashion, as required by state and metro regulations. Therefore, an annexation plan that identifies where and when areas might be considered for annexation can control the expansion of the city limits and services to help avoid conflicts and provide predictability for residents and developers. Other considerations are consistency with the provisions of this Comprehensive Plan and the City's public facility plans, with any plans and agreements of urban service providers, and with regional annexation criteria.

Partnerships with Other Governments. The City does not provide all of the urban services within the city limits. Clackamas County, the Oregon City School District, the Oregon Department of Transportation, the TriCities Sewer

District, Clackamas Community College, and many other agencies also provide necessary services to residents and employees. In order to efficiently and effectively use the public dollars available to all of these different agencies, the City should be proactive in forming excellent working relationships with other agencies to address urban service issues.

Green Corridors. "Green corridors" are lands and waterways left in a natural condition to provide open space, recreational opportunities, habitat, and a sense of separation of various areas. Metro has identified green corridors in the region in *Metro's 2040 Growth Concept* (1995). Although there are no green corridors within the city now, there may be in the future. Beavercreek and its tributaries are potential green corridors. Clackamas County is establishing green corridors adjacent to Oregon City on Highway 99E from Canemah to New Era and on Highway 213 from the Oregon City city limits to Molalla. The City recognizes the value of green corridors and will ensure that any such corridor within its city limits or Urban Growth Boundary is adequately protected.

Options for implementing green corridor concepts elsewhere include:

- providing a gradual transition from green corridor to urban environment
- implementing a green belt or green corridor policy of parks and open spaces along these corridors; this could include purchase and development of parks along corridors and restricting development in natural areas with steep slopes, wetlands, or other flooding issues from development along these corridors
- preserving these areas by adding zoning language to implement scenic roads policies
- reviewing development standards along the corridor to extend setbacks, increase landscaping requirements, encourage native vegetation
- developing incentive programs and educational programs
- linking tourism promotion or historic preservation to green corridors

Goal 14.1 Urban Growth Boundary

Establish, and amend when appropriate, the Urban Growth Boundary in the unincorporated area around the city that contains sufficient land to accommodate growth during the planning period for a full range of city land uses, including residential, commercial, industrial, and institutional.

Policy 14.1.1

The Urban Growth Boundary shall conform to Title 11 of the *Code of the Metropolitan Service District* and will provide sufficient land to accommodate 20-year urban land needs, resulting in efficient urban growth and a distinction between urban uses and surrounding rural lands, and promoting appropriate infill and redevelopment in the city.

Policy 14.1.2
Concept plans that provide more detail than the city's Comprehensive Plan will be required prior to development of lands within the Urban Growth Boundary.

Goal 14.2 Orderly Redevelopment of Existing City Areas

Reduce the need to develop land within the Urban Growth Boundary by encouraging redevelopment of underdeveloped or blighted areas within the existing city limits.

Policy 14.2.1
Maximize public investment in existing public facilities and services by encouraging redevelopment as appropriate.

Policy 14.2.2
Encourage redevelopment of city areas currently served by public facilities through regulatory and financial incentives.

Goal 14.3 Orderly Provision of Services to Growth Areas

Plan for public services to lands within the Urban Growth Boundary through adoption of a concept plan and related Capital Improvement Program, as amendments to the Comprehensive Plan.

Policy 14.3.1
Maximize new public facilities and services by encouraging new development within the Urban Growth Boundary at maximum densities allowed by the Comprehensive Plan.

Policy 14.3.2
Ensure that the extension of new services does not diminish the delivery of those same services to existing areas and residents in the city.

Policy 14.3.3
Oppose the formation of new urban services districts and oppose the formation of new utility districts that may conflict with efficient delivery of city utilities within the Urban Growth Boundary.

Policy 14.3.4
Ensure the cost of providing new public services and improvements to existing public services resulting from new development are borne by the entity responsible for the new development to the maximum extent allowed under state law for Systems Development Charges.

Goal 14.4 Annexation of Lands to the City

Annex lands to the city through a process that considers the effects on public services and the benefits to the city as a whole and ensures that development

within the annexed area is consistent with the Oregon City Comprehensive Plan, City ordinances, and the City Charter.

Policy 14.4.1
Promote compact urban form and support efficient delivery of public services by ensuring that lands to be annexed are within the City's Urban Growth Boundary, and contiguous with the city limits. Do not consider long linear extensions, such as cherry stems and flag lots, to be contiguous with the city limits.

Policy 14.4.2
Include an assessment of the fiscal impacts of providing public services to unincorporated areas upon annexation, including the costs and benefits to the city as a whole as a requirement for concept plans.

Policy 14.4.3
Evaluate and in some instances require that parcels adjacent to proposed annexations be included to:

- avoid creating unincorporated islands within the city;
- enable public services to be efficiently and cost-effectively extended to the entire area; or
- implement a concept plan or sub-area master plan that has been approved by the Planning and City Commissions.

Policy 14.4.4
Expedite the annexation of property as provided by state law in order to provide sewer service to adjacent unincorporated properties when a public health hazard is created by a failing septic tank sewage system.

Goal 14.5 Partnerships with Other Governments

Create and maintain cooperative, collaborative partnerships with other public agencies responsible for servicing the Oregon City area.

Policy 14.5.1
Amend as necessary the 1990 Urban Growth Management Agreement with Clackamas County to control land uses in the unincorporated area around the city to ensure that conversion of rural lands to urban uses upon annexation is orderly and efficient and in conformance with the Comprehensive Plan for Oregon City.

Policy 14.5.2
Coordinate public facilities, services and land-use planning through intergovernmental agreements with the school district, Clackamas Community College, Clackamas County Fire District #1, Tri-Cities Services District and other public entities as appropriate.

Policy 14.5.3
Coordinate with Clackamas County and Metro to contain city boundaries and future urban land uses to areas on relatively level land north of the steep lands of Beaver Creek and its tributaries that border the southern portion of the city and the steep lands of the tributaries to Abernethy Creek that border the east and southeasterly portions of the city.

Goal 14.6 Green Corridors and Green Belts

Promote green corridors and green belts in lands beyond Oregon City's Urban Growth Boundary to maintain the rural character of the landscape and unincorporated communities and to protect the agricultural economy of the region.

Policy 14.6.1
Support green corridor policies and practices along major transportation routes designated by Clackamas County to neighboring cities.

Policy 14.6.2
Maintain a green belt around the southern and eastern edge of the city by confining urban land uses to the relatively level lands north of the steep slopes of Beaver Creek and its tributaries along the southern portion of the city and the steep lands of the tributaries to Abernethy Creek that border the eastern and southeastern portions of the city.

Policy 14.6.3
Maintain the rural forested appearance along the Willamette River along US Highway 99E and from Canemah to South End Road at Beaver Creek by requiring vegetative screening and setbacks to provide a visual buffer and by regulating signage and lighting.

17.50.170 - Legislative hearing process.

A. Purpose. Legislative actions involve the adoption or amendment of the city's land use regulations, comprehensive plan, maps, inventories and other policy documents that affect the entire city or large portions of it. Legislative actions which affect land use shall begin with a public hearing before the planning commission.

B. Planning Commission Review.

1. Hearing Required. The planning commission shall hold at least one public hearing before recommending action on a legislative proposal. Any interested person may appear and provide written or oral testimony on the proposal at or prior to the hearing. The community development director shall notify the Oregon Department of Land Conservation and Development (DLCD) as required by the post-acknowledgment procedures of ORS 197.610 to 197.625, as applicable.
2. The Community Development Director's Report. Once the planning commission hearing has been scheduled and noticed in accordance with OCMC 17.50.090.C and any other applicable laws, the community development director shall prepare and make available a report on the legislative proposal at least seven days prior to the hearing.
3. Planning Commission Recommendation. At the conclusion of the hearing, the planning commission shall adopt a recommendation on the proposal to the city commission. The planning commission shall make a report and recommendation to the city commission on all legislative proposals. If the planning commission recommends adoption of some form of the proposal, the planning commission shall prepare and forward to the city commission a report and recommendation to that effect.

C. City Commission Review.

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

(Ord. No. 18-1009, § 1(Exh. A), 7-3-2019; Ord. No. 19-1008, § 1(Exh. A), 12-18-2019)

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 12/16/2020

From: City Manager Tony Konkol

SUBJECT:

Resolution No. 20-41, Extending the State of Emergency Declaration in Oregon City due to the COVID-19 Pandemic

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 20-41, which will extend the State of Emergency Declaration to February 18, 2021 due to the COVID-19 Pandemic.

EXECUTIVE SUMMARY:

The rapidly changing COVID-19 event continues to impact the Oregon City community and daily operations of the City. Clackamas County is currently in the “extreme spread” designation of a four phase designation system from the State. Oregon City staff is recommending to extend the State of Emergency to February 18, 2021 so that staff can continue to work with federal, state and local agencies in a coordinated effort to reduce the spread of the COVID-19 virus in our community and throughout the region. As of December 8, 2020, there have been 7,409 confirmed cases of COVID-19 in Clackamas County and 90 deaths.

BACKGROUND:

The rapidly changing COVID-19 event continues to impact the Oregon City community and daily operations of the City. Clackamas County is currently in the “extreme spread” designation of a four phase designation system from the State. In response to the pandemic, a limited number of City facilities are partially open while staff continues to work both in the office and remotely.

Oregon City staff is recommending to extend the State of Emergency so that staff can continue to work with federal, state and local agencies in a coordinated effort to reduce the spread of the COVID-19 virus in our community and throughout the region. As of December 8, 2020, there have been 7,409 confirmed cases of COVID-19 in Clackamas County and 90 deaths. This is not a “public health emergency” declaration. This

declaration enables the City to streamline resources, staffing and establish emergency policies and procedures to respond to the pandemic.

Staff prepared this resolution with an end date of February 18, 2021, the Commission can review the emergency declaration at the February 17, 2021 City Commission meeting and choose to extend the declaration again or leave the end-date in place.

OPTIONS:

1. Approve the extension of the State of Emergency to February 18, 2021
2. Deny and do not extend the State of Emergency

RESOLUTION NO. 20-41

A RESOLUTION EXTENDING THE EMERGENCY DECLARATION IN THE CITY OF OREGON CITY

WHEREAS, the outbreak of Coronavirus, also known as COVID-19, threatens the loss of life, human suffering, financial loss, and other harms in the City of Oregon City; and

WHEREAS, the federal government, state of Oregon and Clackamas County have each declared a state of emergency relating to COVID-19 in their respective jurisdictions and since extended these declarations; and

WHEREAS, the City of Oregon has been taking steps to help mitigate and avoid some of the most drastic consequences of COVID-19 through actions that result in the slowing of transmission of the coronavirus in Oregon in order to protect the most vulnerable Oregonians, and to protect the state's health care system capacity; as well as other results; and

WHEREAS, Clackamas County is currently in the "extreme spread" designation from the State of Oregon; and

WHEREAS, on Friday, March 27, 2020, the City Commission adopted Resolution No. 20-08, declaring an emergency for the City with an end date of May 7, 2020; and

WHEREAS, the City Commission has since adopted the following extensions to the emergency declaration:

- On Wednesday, May 6, 2020, adopted Resolution No. 20-13, extending the emergency declaration with an end date of June 18, 2020
- On June 17, 2020, adopted Resolution No. 20-21, extending the emergency declaration with an end date of August 6th, 2020
- On August 5, 2020, adopted Resolution No. 20-24, extending the emergency declaration with an end date of October 8, 2020
- On October 7, 2020, adopted Resolution No. 20-31, extending the emergency declaration with an end date of December 17, 2020; and

WHEREAS, the situation leading to the declaration of an emergency will extend for a longer period of time and an extension is needed.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The emergency declared by the Oregon City Commission on March 27, 2020, is hereby extended until February 18, 2021, in order to allow the City to adequately address the situations caused by the Coronavirus (COVID-19).

Section 2. The emergency declaration issued by the Oregon City Commission on March 27, 2020, Resolution No. 20-08, is otherwise unchanged and remains in full force and effect through the end of the extended emergency period.

Section 3. This declaration is effective on December 16, 2020 and shall remain in effect until February 18, 2021 unless superseded sooner.

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

RACHEL LYLES SMITH,
Commission President

Attested to this 16th day of December 2020:

Kattie Riggs, City Recorder

Approved as to legal sufficiency:

City Attorney

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 12/16/2020

From: City Recorder Kattie Riggs

SUBJECT:

Memorandum of Understanding Between the City of Oregon City and the Willamette Falls and Landings Heritage Area Coalition

STAFF RECOMMENDATION:

Staff requests the City Commission approve the Memorandum of Understanding (MOU) with the Willamette Falls & Landings Heritage Area Coalition (WFLHAC) and authorize the City Manager to execute the agreement.

BACKGROUND:

Willamette Falls and Landings Heritage Area Coalition (WFLHAC) formed in 2006 and is a federally designated not-for-profit organization, with a 23-member board of directors representing key stakeholders and experienced professionals in government, business, industry, tourism, arts, heritage, historic preservation, and others. The Willamette Falls & Landings Heritage Area Coalition is leading efforts to enhance, assist and promote the Heritage Area. The Heritage Area is a source of pride and prosperity, where visitors and residents experience the places, stories and abundance of culture and history.

The City of Oregon City has contributed $15,000 annually for the last several years. The City's investments to WFLHAC have assisted in contributing to the following deliverables as an example:

* New website, name change, new logo, and new location;

* Participation in the OC 175th event and many other City events;

* Extensive public outreach, donation support, and partners;

* The interactive Heritage map available on WFLHA website and Mt. Hood Territory Tourism website;

* The Willamette Falls National Heritage Area Feasibility Study (required for National designation);

* Promotion of tourism for both West Linn and Oregon City;

* Playing an active role in the economic development/redevelopment of the Blue Herron Mill property;

* Cross promotes @TravelOregonCity for all tourism events and initiatives; and

* Provides letters of support, meeting attendance and share data for City initiatives and programs supporting the City's goals.

The City Commission received a presentation from WFLHAC at the December 18, 2019 meeting and approved Resolution No. 20-12, on May 6, 2020, re-affirm the financial commitment and support to WFLHAC. The financial contribution has already been budgeted and approved by the Commission through the budgeting process. The Commission asked staff to work with the WFLHAC to prepare a Memorandum of Understanding (MOU) to better clarify and identify the monetary contribution and future expected deliverables. That is now being presented for Commission approval.

OPTIONS:
1. Approve the MOU and authorize the City Manager to execute it.
2. Provide edits or changes to the MOU and approve with edits, authorizing the City Manager to execute the agreement.
3. Deny the MOU and provide staff direction.

BUDGET IMPACT:

Amount: $15,000

FY(s): 2020-2021

Funding Source(s): General Fund

Memorandum of Understanding

Between the

Willamette Falls and Landings Heritage Area

And the City of Oregon City

Overview

This agreement outlines a partnership between the **Willamette Falls and Landings Heritage Area Coalition (WFLHAC)** and the **City of Oregon City** for the City to provide monetary support to enhance WFLHAC's activities to benefit the proposed Willamette Falls & Landings National Heritage Area (Heritage Area) and the City of Oregon City goals during the fiscal year 2020-2021.

WFLHAC, organized in 2006, is a 501(c)(3) non-profit organization, with a 23-member board of directors representing key stakeholders and experienced professionals in government, business, industry, tourism, arts, heritage, historic preservation, and others. The WFLHAC is leading efforts to enhance, assist and promote the Heritage Area. The Heritage Area is a source of pride and prosperity, where visitors and residents alike can experience the natural wonders, stories and abundance of culture and history in this nationally significant place.

WFLHAC's efforts aim to bring thousands of local and national visitors to the Heritage Area each year and raise the profile of the City of Oregon City as a destination within the Heritage Area.

The following agreement outlines the anticipated work that WFLHAC would be expected to achieve, with financial and technical support from the City of Oregon City. Resources provided by City of Oregon City are to assist in maintaining and enhancing the Heritage Area.

Funding Arrangement

The City of Oregon City agrees to fund WFLHA for the 2020-2021 Fiscal Year.

The City of Oregon City's contribution will be $15,000 annually to be paid out in a lump sum.

Scope of Work for WFLHA Staff and Board

The funds from the City of Oregon City will assist the WFLHAC's operations to provide the following:

1. Monthly WFLHAC Board meeting minutes to City of Oregon City staff. Finance Director, Economic Development Manager, Economic Development Coordinator, Tourism Specialist, and City Manager.
2. At least an annual update presentation to the City Commission.
3. Maintain other contribution opportunities including, but not limited to, grant funding, donations, fundraising events, etc.
4. Continue its Destination Branding work, implementation of phase 3 of the Marketing/Economic Assessment plan.
5. Implementation of the Management Plan submitted to the State Historic Preservation Office.
6. Provide free Heritage Area talks for the public.
7. Promote Race, Diversity, Equity & Inclusion within its work.
8. Share its quarterly newsletter with the City Commission.
9. Create downloadable driving; biking; paddling; and hiking tours of the Heritage Area and provide that information to the City's tourism office.
10. Collaborate with @TravelOregonCity for all tourism events and initiatives.
11. Upon request, provide letters of support, meeting attendance and shared data, for City initiatives including the Willamette Falls Locks, Willamette Falls Legacy Project, and other programs supporting City goals.
12. Continue to work towards the goal of obtaining Congressional designation of the Willamette Falls & Landings National Heritage Area.

City Administration

1. This funding is provided for the 2020-2021 Fiscal Year (July 1, 2020 – June 30, 2021). The funding will be subject to budget approval and will be reviewed at the end of the biennium.
2. WFLHAC will invoice the City at the beginning of the fiscal year.
3. WFLHAC will be responsible for maintaining all appropriate insurance and taxes.
4. WFLHAC and the City acknowledge there may be modifications to the scope of work and will review and revise as both parties deem appropriate to best serve each parties' economic development roles.
5. The lead representatives from each organization are:
    a. WFLHA – Executive Director or designee
    b. City – City Manager, Finance Director, Economic Development Manager, Economic Development Coordinator and Tourism Specialist when relates to events.

6. Either party may choose to terminate its participation in this agreement in writing at their sole discretion with notice of 90 days.
7. WFLHAC, upon request, will provide financial records to a City representative.

City of Oregon City:

_____ _____

Signature of City Manager Date

Anthony J. Konkol, III

Printed Name

Willamette Falls & Landings Heritage Area:

_____ _____

Signature of President Date

Jon Gustafson

Printed Name

RESOLUTION NO. 20-12

A RESOLUTION SUPPORTING WILLAMETTE FALLS AND LANDINGS HERITAGE AREA COALITION AND URGING CONGRESS TO CREATE A WILLAMETTE FALLS NATIONAL HERITAGE AREA

WHEREAS, the mission of the Willamette Falls & Landings Heritage Area Coalition is to advocate for and strengthen the identity of the historic communities of Oregon City and West Linn by preserving and promoting their important and distinctive natural, cultural, scenic, recreational and industrial resources by leading efforts to enhance, assist and promote the Heritage Area; and

WHEREAS, the Coalition has identified the following initial set of principles for the Heritage Area:

1. Strengthen the identity of Oregon City and West Linn area with the Falls at the heart
2. Share this unique place with others, local residents and outside visitors
3. Make improved public access to the Willamette Falls a priority
4. Build the vision as an integral part of the community and who we are
5. Create an easy to navigate approach to the Heritage area and the core site; and

WHEREAS, the Coalition has identified and completed several steps in the process toward the possible designation as a National Heritage Area, including developing and completing a feasibility study; and

WHEREAS, to accomplish the designation of a National Heritage Area requires the support and commitment of the Coalition's partners, including Oregon City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF OREGON CITY THAT:

Section 1. The City of Oregon City supports the efforts and goals of the Willamette Falls & Landings Heritage Area Coalition.

Section 2. The City of Oregon City will continue to participate in, and provide leadership for, the Willamette Falls & Landings Heritage Area Coalition and work toward National Heritage Area designation.

Section 3. To the extent practical, the City will continue to provide an appropriate share of financial assistance and work towards an official Memorandum of Understanding (MOU) to reflect this support.

Section 4. The City of Oregon City will provide letters of support for securing additional resources for this effort as needed.

Section 5. This Resolution is effective immediately upon approval by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of May 2020.

DAN HOLLADAY, Mayor

Attested to this 6th day of May 2020

Kattie Riggs, City Recorder

Approved as to legal sufficiency:

City Attorney

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 12/16/2020

From: Public Works Director John M. Lewis, PE

SUBJECT:

Public Works Street Division Replacement Vehicle #448

STAFF RECOMMENDATION:

Staff recommends the City Commission authorize the purchase of a 2021 Ford F350 one-ton, 4x4 diesel flatbed truck to replace a 2006 F350 4x4 pickup truck.

EXECUTIVE SUMMARY:

The Public Works Fleet Division is utilizing its Fleet Replacement Fund for the purchase of a 2021 Ford F350 one-ton 4x4 diesel flatbed truck. This will be replacing truck #442, which is a 2006 F350 4x4 pickup truck. Truck #442 will become a legacy vehicle for seasonal use.

BACKGROUND:

Oregon City Fleet purchases are managed through our Fleet Replacement Fund. Every year, each Public Works Division budgets a predetermined amount for deposit into the Fleet Replacement Account to ensure adequate funding is available when new or replacement vehicles are scheduled for purchase.

The purchase price of this truck is $77,252.57 and was a previously authorized expenditure within the FY 2020-21 biennial budget. The truck will be predominantly used by the Street Division and will assist with streetscapes, paving support, and will apply deicer on roadways during winter weather.

Public Works will be contracting with Northside Ford, under the State of Oregon Purchasing Agreement #5549, for the purchase of the 2021 Ford F-350. Attached is the sales quote, a brochure of the truck (the brochure shows the flatbed lifting and this will be a non-lifting flatbed), and the State of Oregon Purchasing Agreement Documentation.

There is adequate funding within the Fleet Replacement Fund to allow the Public Works Operations Division to support and fund this new asset.

OPTIONS:

1. Authorize the City Manager to execute the Contract.
2. Authorize the City Manager to execute the Contract with specific modifications.
3. Deny the Contract. If the Commission chooses to deny the Contract, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: $77,252.57

FY(s): 2020-21

Funding Source(s): Fleet Replacement Fund 320-526-7052

Prepared for: Dan Hepler
City of Oregon City
Prepared by: SHARON TUCKER
11/25/2020

#448

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon | 972182995

2021 F-350 Chassis 4x4 SD Super Cab 168" WB DRW XL (X3H)

Price Level: 115 | Quote ID: OC21X3H

As Configured Vehicle

Code	Description	MSRP	Invoice
Base Vehicle			
X3H	Base Vehicle Price (X3H)	$42,115.00	$40,009.00
Packages			
640A	Order Code 640A *Includes:* *- Transmission: TorqShift 10-Speed Automatic* *Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.* *- GVWR: 14,000 lb Payload Package* *- Wheels: 17" Argent Painted Steel* *Hub covers/center ornaments not included.* *- HD Vinyl 40/20/40 Split Bench Seat* *Includes center armrest, cupholder and driver's side manual lumbar.* *- Radio: AM/FM Stereo w/MP3 Player* *Includes 6 speakers.* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.*	N/C	N/C
Powertrain			
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 *Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.* *Includes:* *- Dual 78-AH 750 CCA Batteries*	$10,250.00	$9,328.00
44G	Transmission: TorqShift 10-Speed Automatic *Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.*	Included	Included
X4N	Limited Slip w/4.10 Axle Ratio	$360.00	$327.00
STDGV	GVWR: 14,000 lb Payload Package	Included	Included
Wheels & Tires			
TBM	Tires: LT245/75Rx17E BSW A/T *Spare may not be the same as road tire.*	$165.00	$150.00
64K	Wheels: 17" Argent Painted Steel *Hub covers/center ornaments not included.*	Included	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Dan Hepler
City of Oregon City
Prepared by: SHARON TUCKER
11/25/2020

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon | 972182995

2021 F-350 Chassis 4x4 SD Super Cab 168" WB DRW XL (X3H)

Price Level: 115 | Quote ID: OC21X3H

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
Seats & Seat Trim			
A	HD Vinyl 40/20/40 Split Bench Seat *Includes center armrest, cupholder and driver's side manual lumbar.*	Included	Included
Other Options			
PAINT	Monotone Paint Application	STD	STD
168WB	168" Wheelbase	STD	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player *Includes 6 speakers.* *Includes:* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.*	Included	Included
90L	Power Equipment Group *Deletes passenger side lock cylinder. Includes upgraded door-trim panel.* *Includes:* *- Accessory Delay* *- Advanced Security Pack* *Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.* *- Manual Telescoping Folding Trailer Tow Mirrors* *Includes power/heated glass and heated convex spotter mirror.* *- MyKey* *Includes owner controls feature.* *- Power Front & Rear Side Windows* *Includes 1-touch up/down driver/passenger window.* *- Power Locks* *- Remote Keyless Entry*	$865.00	$787.00
473	Snow Plow Prep Package *Includes pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. Note 2: Also allows for the attachment of a winch.*	$250.00	$228.00
86C	Programmable Engine Idle Shutdown - 15 Minute	$250.00	$228.00
18A	Upfitter Interface Module	$295.00	$269.00
67B	397 Amp Alternator	Included	Included
52B	Trailer Brake Controller *Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.*	$270.00	$245.00
18B	Platform Running Boards	$445.00	$405.00
872	Rear View Camera & Prep Kit	$415.00	$377.00

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Prepared for: Dan Hepler
City of Oregon City
Prepared by: SHARON TUCKER
11/25/2020

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon | 972182995

2021 F-350 Chassis 4x4 SD Super Cab 168" WB DRW XL (X3H)

Price Level: 115 | Quote ID: OC21X3H

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
	Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.		
43B	Fixed Rear-Window w/Defrost	$60.00	$54.00
924	Privacy Glass	$30.00	$28.00
41A	Rapid-Heat Supplemental Cab Heater *Includes:* *- 397 Amp Alternator*	$250.00	$228.00
43C	110V/400W Outlet *Includes 1 in-dash mounted outlet.*	$175.00	$160.00
76C	Exterior Backup Alarm (Pre-Installed) *Custom accessory.*	$140.00	$128.00
Fleet Options			
17F	XL Decor Group (LPO) Requires valid FIN code. *Includes:* *- Chrome Front Bumper*	$220.00	$200.00
595	Fog Lamps (Fleet)	$130.00	$119.00
Emissions			
425	50-State Emissions System	STD	STD
Interior Colors			
AS_01	Medium Earth Gray	N/C	N/C
Primary Colors			
Z1_01	Oxford White	N/C	N/C
Upfit Options			
E125414	Custom Rugby Platform	$30,771.60	$30,771.60

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Prepared for: Dan Hepler
City of Oregon City
Prepared by: SHARON TUCKER
11/25/2020

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As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
	1 RUGBY 9' 4' X 96' STANDARD DUTY PLATFORM - TREADPLATE STEEL FLOOR, INTERNAL STAKE POCKETS WITH *FLUSH SIDE RAILS. INCLUDES 1903280 LED LIGHT KIT.* *1 RUGBY (1932601) 42" X 96" WELD-ON HEAD BOARD WITH PUNCHED WINDOW FOR STD. DUTY PLATFORM,* *BLACK.* *1 RUGBY (1863160) FORD LIGHT HARNESS ADAPTOR* *1 BUYERS 1809070, FLATBED/FLATBED DUMP TAPERED HITCH W/ 2"-1/2" RECEIVER 20K RATED* *2 CURT 55774, 7-WAY & 4-WAY FLAT PLUG ONE INSTALLED AT REAR FOR TOWING AND ONE INSTALLED IN* *HEADBOARD-DRIVERS SIDE FACING REARWARD (POWER AND GROUND ONLY ON HEADBOARD PLUG)* *(Reading #14900162)* *2 PROTECH 20-2073, UNDERBODY BOX, 18"H x 30"W x 18"D - SMOOTH ALUMINUM-ONE PER SIDE* *2 TOOL BOX BRACKET FOR PLATFORMS* *L2- 18"H X 18"D X 72"L .125 MF ALUM TOPSIDE BOX SGL DROP DOWN DOOR* *LANYARDS* *NEED TO KNOW DOOR MATERIAL IF ORDERED* *DRIVER'S SIDE FULL HEIGHT VERTICAL DIVIDER 18" BACK FROM LEFT SIDE OF BOX FORMING (2) INTERIOR* *COMPARTMENTS* *LONGER COMPARTMENT TO HAVE FIXED SHELF 1/2 WAY UP* *NO LOGOS* *KEY ALIKE* *1 PRO TECH 20-2199-XF R2- 18"H X 18"D X 72"L .125 MF ALUM TOPSIDE BOX SGL DROP DOWN DOOR LANYARDS* *NEED TO KNOW DOOR MATERIAL IF ORDERED* *PASSENGER'S SIDE FULL HEIGHT VERTICAL DIVIDER 24" BACK FROM RIGHT SIDE OF BOX FORMING (2)* *INTERIOR COMPARTMENTS* *20-2524 (3) DRAWER UNIT INSTALLED IN RIGHT COMPARTMENT* *LONGER COMPARTMENT TO HAVE FIXED SHELF 1/2 WAY UP* *NO LOGOS* *KEY ALIKE* *1 PRO TECH 20-2524 DRAWER MODULE, 3 DRWR FITS 18X18X24 (INSTALLED FRONT OF CURBSIDE TOP MOUNTED* *BOX* *2 PRO TECH 20-2199-XF 12"H X 18"D X 72" LONG .125 MF ALUM CNC PUNCHED BASKET. ONE INSTALLED ON EACH* *TOP MOUNTED BOX* *1 SANDBLAST BODY DECK, SIDE RAILS AND 2 FT. UP ON HEADBOARD FOR APPLICATION OF BED LINER* *1 BED LINER APPLIED TO BED DECK HEADBOARD AND BODY SIDE RAILS* *1 UNDERCOAT BODY* *1 DEE ZEE DZ92647 (92 GALLON) ALUMINUM COMBO TRANSFER TANK AND TOOL BOX. INSTALL FRONT OF BODY* *BETWEEN SIDE BOXES* *1 COX REELS SHF-N-525 FUEL HOSE REEL, SINGLE PEDESTAL HOSE REEL WITH SUPER HUB, SPRING DRIVEN* *WITH 25 FT. OF 3/4" 300 PSI FUEL HOSE-INSTALL ON FRONT OF TOP MOUNTED BOX-CURBSIDE* *1 FILL RITE FR1210H 12 VOLT 15 GPM FUEL TRANSFER PUMP (MANUAL NOZZLE, SUCTION PIPE) WIRE TO* *UPFITTER SWITCH* *1 GO LIGHT PERMANENT MOUNT RADIO RAY WITH WIRELESS REMOTE INSTALLED ON CURBSIDE OF HEADBOARD* *1 LED STRIP LIGHTS INSTALLED IN TOP MOUNT BOXES* *2 RACK-ALUMINUM SLATS 16' X 5-1/2" (PT # 4000-54325-192) REMOVABLE DOWN OPEN AREA OF STREETSIDE AND* *CURBSIDE AND ACROSS REAR OF BODY* *10 UPRIGHTS TO FIT STAKE POCKETS FOR ALUMINUM SLAT MATERIAL* *1 MATERIAL FOR LED WORK LIGHT MOUNTS ON CABGUARD ONE PER SIDE. BELOW TOP OF HEADBOARD AND* *FOR GO LIGHT. ALSO TWO LUMBER STOPS ON CABGUARD. LOCATION TBD* *4 LIGHT- FLOOD LED CLEAR 5.3" INCH SQUARE 9-LED PT # 1492119 TWO ON HEADBARD AND TWO UNDER BED AT* *REAR OF BODY (TO ILLUMINATE SPRAY BAR AREA) WIRE FRONT AND REAR SEPARATELY TO UPFITTER* *SWITCHES* *https://www.buyersproducts.com/product/53-inch-square-led-clear-flood-light-411* *4 LIGHT-WHELEN MCRNTA AMBER LED MICRO STUD MOUNT TWO INFRONT GRILL AND TWO AT REAR OF UNIT.* *WIRE TO UPFITTER SWITCH*		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Dan Hepler
City of Oregon City
Prepared by: SHARON TUCKER
11/25/2020

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon | 972182995

2021 F-350 Chassis 4x4 SD Super Cab 168" WB DRW XL (X3H)

Price Level: 115 | Quote ID: OC21X3H

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
	2 BUYER'S RS2, 2-RUNG SLIDE OUT STEP FOR BODY. ONE INSTALLED EACH SIDE AT REAR OF BODY *1 PAINT-TOUCH UP PAINT* *1 BUYER'S BH82000, COMBINATION PINTLE HITCH W/ 2" BALL* *1 STINGER FOR HITCH* *1 INSTALL FACTORY BACK-UP CAMERA* *1 FAB REAR TAIL SKIRT ON BODY* *2 GRAB HANDLES* *80 INSTALLATION AND FABRICATION* *1 MISC SHOP SUPPLIES* *NOTE: CUSTOMER TO FURNISH AND INSTALL LIGHT BAR. WILL ADVISE IF MOUNT NEEDS TO BE ADDED TO* *HEADBOARD.*		
SUBTOTAL		$87,456.60	$84,041.60
Destination Charge		$1,695.00	$1,695.00
TOTAL		$89,151.60	$85,736.60

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Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon | 972182995

2021 F-350 Chassis 4x4 SD Super Cab 168" WB DRW XL (X3H)

Price Level: 115 | Quote ID: OC21X3H

Pricing Summary - Single Vehicle

		MSRP
Vehicle Pricing		
Base Vehicle Price		$42,115.00
Options & Colors		$14,570.00
Upfitting		$30,771.60
Destination Charge		$1,695.00
Subtotal		$89,151.60
Pre-Tax Adjustments		
Code	**Description**	
VCAF	As per state contract #5549.	$0.00
Delivery	Delivery per contract $2.25 per mile after 60.	$0.00
Govt Disc	Government discount	-$13,219.16
Key w/remote	Keys, fully programmed with remote (2 factory, 2 extra, 4 total)	$449.00
Subtotal		$76,381.44
Sales Taxes		
Code	**Description**	
Oregon Tax	Oregon Privilege Tax	$381.91
Oregon Privilege Tax for all new vehicles and any used vehicles with less than 7500 miles that have not previously been registered in Oregon.		
CAT	Corporate Activity Tax	$286.43
Estimated CAT tax (gross receipts tax) in effect 1/1/20.		
Subtotal		$77,049.78

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City of Oregon City
Prepared by: SHARON TUCKER
11/25/2020

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon | 972182995

2021 F-350 Chassis 4x4 SD Super Cab 168" WB DRW XL (X3H)

Price Level: 115 | Quote ID: OC21X3H

Post-Tax Adjustments

Code	Description	
CAT Doc 75 *CAT tax adjustment for doc fee.*	Adjustment for CAT on $75 Doc fee *Tax is to be collected for document processing fee.*	$0.29
E-Doc *Doc fee for processing E-Plates*	Doc fee for E-Plates	$75.00
E-RegPlate *$24.50 Plate fee* *$5.00 Registration*	Plate and registration for E-Plates	$29.50
Title-19	Title fee for vehicles getting 0-19 MPG avg	$98.00

Total $77,252.57

Customer Signature

Acceptance Date

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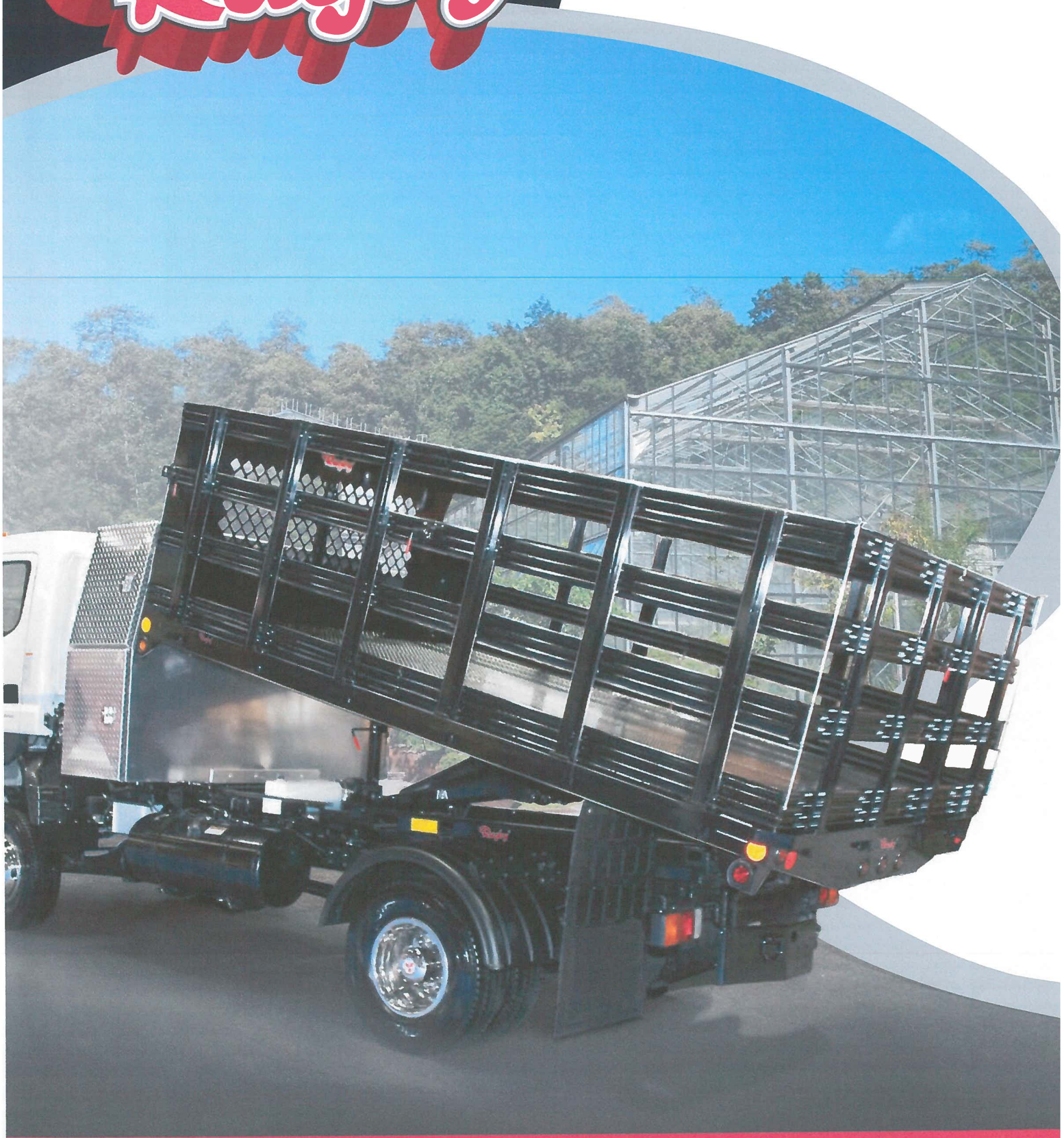
Rugby®

SERIES 2000
PLATFORM BODIES



www.rugbymfg.com

MEMBER VERIFICATION PROGRAM NTEA MVP The Association for the Work Truck Industry VERIFIED MEMBER

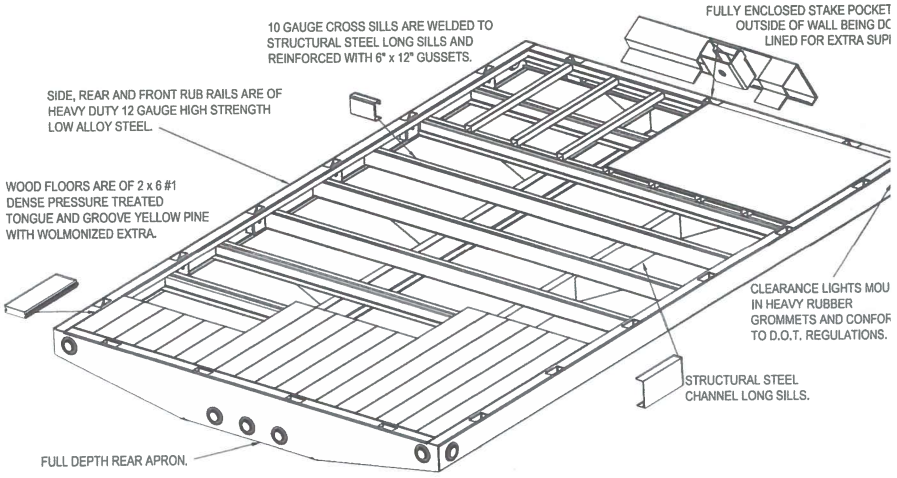
Made in US

SERIES 2000
PLATFORM BODIES

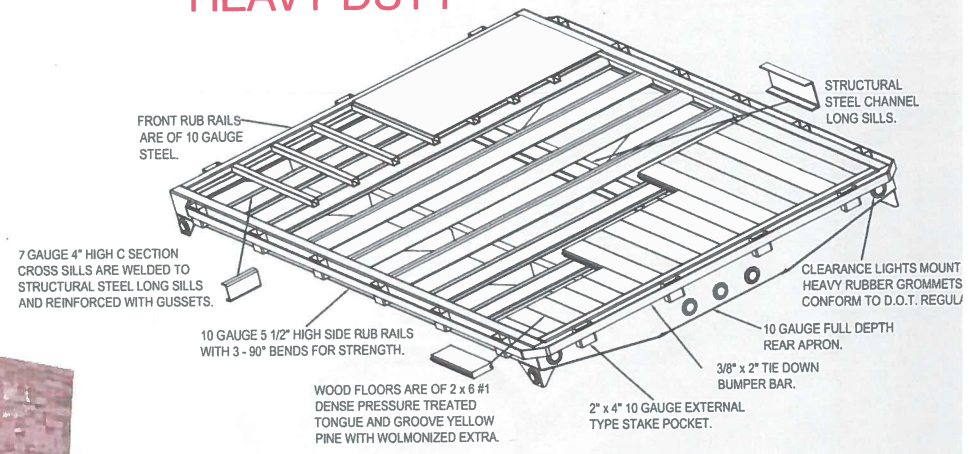
The Rugby® Platform and Stake Racks are built tough to meet your high standards. Available in 3 styles, standard duty with internal stake pockets, heavy duty with external stake pockets and tie down rails, and super heavy duty with a frame made almost entirely of structural channel, Rugby platform bodies are ready to work.

The Series 2000 Platforms come with high tensile steel rub rails, a full rear apron, and double-walled stake pockets to fit your needs. The Series 2000 line also includes an all structural Super Heavy Duty Platform, a Heavy Duty Bulkhead, and Contractor Sides. Series 2000 Platform Bodies offer superior construction economically, making them an ideal choice for a wide range of applications.

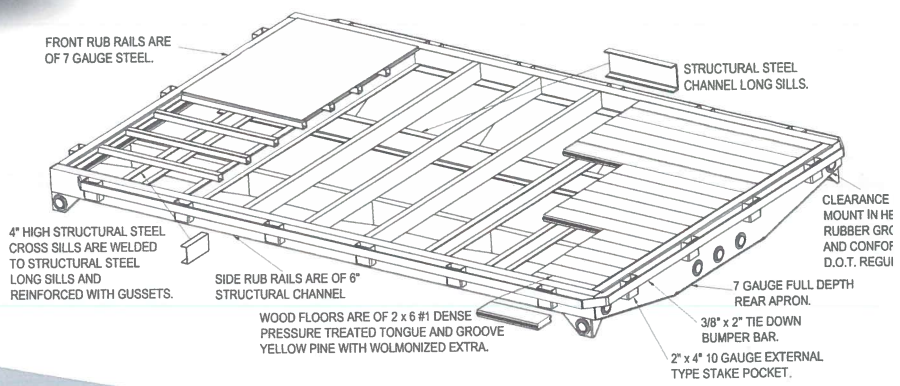
STANDARD DUTY



HEAVY DUTY



SUPER HEAVY DUTY



The RUGBY S-2000 **STANDARD DUTY** PLATFORMS include fully enclosed stake pockets for greater stability, along with a full rear apron, and optional contractor sides.

Model	Length	Width	Structural Longsills	Wood Floor Approx. Weight Lbs.	Steel Floor Approx. Weight Lbs.	Tread Floor Approx. Weight Lbs.
I08	8' 4"	80"	3"	552	628	609
I09	9' 4"	87"	5"	772	885	862
I09	9' 4"	96"	5"	831	946	921
I10	10' 4"	87"	5"	834	958	933
I10	10' 4"	96"	5"	896	1022	994
I12	12' 4"	96"	6"	1128	1278	1244
I14	14' 4"	96"	6"	1322	1494	1454
I16	16' 4"	96"	6"	1484	1680	1634
I18	18' 4"	96"	7"	1740	1958	1907
I20	20' 4"	96"	9"	2062	2303	2247

The RUGBY S-2000 **HEAVY DUTY** PLATFORMS offer external stake pockets with an outside tie bar rail, and full rear apron.

Model	Length	Width	Structural Longsills	Wood Floor Approx. Weight Lbs.	Steel Floor Approx. Weight Lbs.	Tread Floor Approx. Weight Lbs.
E09	9' 4"	96"	5"	923	1024	1000
E10	10' 4"	96"	5"	993	1106	1079
E12	12' 4"	96"	6"	1242	1378	1346
E14	14' 4"	96"	6"	1418	1577	1540
E16	16' 4"	96"	7"	1682	1864	1822
E18	18' 4"	96"	7"	1868	2073	2025
E20	20' 4"	96"	9"	2233	2461	2408
E22	22' 4"	96"	9"	2433	2684	2626
E24	24' 4"	96"	9"	2664	2939	2875

The S-2000 **SUPER HEAVY DUTY**. This all-structural Platform is rugged and tough enough to meet all your Super Heavy Duty needs.

Model	Length	Width	Structural Longsills	Wood Floor Approx. Weight Lbs.	Steel Floor Approx. Weight Lbs.	Tread Floor Approx. Weight Lbs.
H12	12'4"	96"	6"	1568	1710	1677
H14	14' 4"	96"	6"	1813	1978	1940
H16	16' 4"	96"	7"	2113	2300	2257
H18	18' 4"	96"	7"	2364	2575	2526
H20	20' 4"	96"	9"	2766	2999	2945
H22	22' 4"	96"	9"	3032	3288	3228
H24	24' 4"	96"	9"	3297	3577	3512

SERIES 2000

BULKHEADS

Rugby offers a wide variety of Bulkheads for our Series 2000 Platforms. Shown below are the various styles offered, along with the sizes available for each.

We also offer a stake rack adapter kit so that our Stake Racks may be used with our Bulkheads.

Rugby Bulkheads are powder coated black to provide you with a superior finish. Salt spray tests show that powder coating provides better corrosion protection than any prime paint finish in the industry.

Drop-In Bulkhead for Standard and Heavy Duty Platforms

Sizes Available
- 36" x 80"
- 42" x 87"
- 42" x 96"
- 52" x 96"

Weld-On Knee-Braced Bulkhead for Standard Duty Platforms

Sizes Available
- 42" x 96"
- 52" x 96"

Tapered Weld-On-Knee Braced Bulkhead for Standard Duty Platforms

Sizes Available
- 42" x 96"

Not Recommended with Stake Racks

Weld-On-Knee Braced Bulkhead for Heavy and Super Heavy Duty Platforms

Sizes Available
- 42" x 96"
- 52" x 96"

Not Recommended with Stake Racks

STAKE RACKS

Intelligent Design

Rugby stake racks are designed to fit your needs! Upper latching mechanisms are positioned on the second slat for easier use, and a dimpled keeper prevents the latches from opening while travelling.

The hand release for spring-loaded catch for lower latching mechanisms is positioned on the side of the stake rack to allow for easier access. This makes for fast and easy installation or removal of stake rack sections.

Added Versatility

The versatility of Rugby stake racks allows you to order your standard combination of side and rear racks, or order any combination of 4-, 5-, or 6-foot side sections to match your platform length. Bulkhead or front rack section options are available. In addition, an available conversion kit allows Rugby stake racks to swing out. All of these features together make the most versatile stake racks on the market.

Rugby Stake Racks are POWDER COATED black to provide you with a superior finish. Salt spray tests show that powder coating provides better corrosion protection than any prime paint finish in the industry.

Commitment to Quality

Today's marketplace demands quality products and competitive pricing. We work hard at Rugby to comply with your needs. Our reputation since 1969 has been one of quality production and we won't change. You deserve and demand what we are committed to, the best.

3-Year Warranty

RUGBY MANUFACTURING
Rugby, ND • 701-776-5722 • FAX 701-776-6235
www.rugbymfg.com • E-mail sales@rugbymfg.com

a TBEI company
TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.

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BUYERS GUIDE *FOR*

FLEET Vehicles

Version [4.1] dated 11/09/2018

PROCUREMENT SERVICES CONTRACT ADMINISTRATOR:

Blake Schwabauer
DAS EGS/PROCUREMENT SERVICES
1225 FERRY ST SE
SALEM, OR 97301
503-378-4653
blake.j.schwabauer@oregon.gov

CONTRACT DESCRIPTION:

Use of this Price Agreement and sound business practice require that a selection process be followed to determine a "Best Value" price. This is accomplished in most cases by factoring industry and market pricing with the expected value and quality of the vehicle, solutions and services to be purchased, however, Best Value does not necessarily mean the lowest price offer. This selection process will assist the Authorized Purchaser in establishing Best Value.

AWARDED PRICE AGREEMENT NUMBER[S]:

5556 **Bruce Chevrolet - Kyle Olinger (503) 619-8324**
kyle@brucechevrolet.com

5559 **DSU Peterbilt - Brian Heinrich (503) 535-3025**
bheinrich@dsutrucks.com

5561 **ERide Ind - John Herou (763) 389-9139**
jherou@e-ride.com

5560 **McCoy Freightliner - Kevin Dripps (503) 283-0345**
kevindripps@pdxftl.com

5551 **Gresham Ford - Paul Blankenship (503) 490-6510**
paul@greshamford.com

5555 **Hubbard Chevrolet - John Boyer (800) 247-4336**
johnboy@hubbardchevrolet.com

5550 **Landmark Ford - Lisa OKeefe (503) 639-1131 ext709**
GovtSales@landmarkford.com

5549 **Northside Ford - Sharon Tucker (503) 282-7777**
stucker@northsidetrucks.com

5558 **Power Chevrolet - Jim Church (503) 769-7777**
jimc@powerchevrolet.com

5554 **Power Chrysler, JEEP, DODGE - Don Kasinger (503) 871-0703**
dpkasinger@aol.com

5548 **Power Ford Lincoln - Don Kasinger (503) 871-0703**
dpkasinger@aol.com

5557 **Suburban Chevrolet - DJ Anderson (503) 454-4960**
dj@suburbanautogroup.com

5552 **Tonkin Dodge - Chuck Baggs (503) 258-5704**
cbaggs@tonkin.com

5563 **Tonkin Nissan - Jon Geffen (503) 258-6257**
jgeffen@tonkin.com

5564 **Tonkin Toyota - Jon Geffen (503) 258-6257**
jgeffen@tonkin.com

5553 **Withnell Dodge - Matt McCowan (503) 364-0184**
matt@withnellauto.com

DAS PS Contacts:

Blake Schwabauer (503) 378-4653 – blake.j.schwabauer@oregon.gov

BEST VALUE ANALYSIS (BVA) INSTRUCTIONS and PRICING: "Best Value" is determined by reviewing and analyzing various factors related to the Authorized Purchaser and the pricing for the desired Goods and Services to reach a conclusion that the pricing is fair and reasonable. Goods and Services that are a Best Value are not necessarily the lowest priced.

SPECIAL ORDERING INSTRUCTIONS:

1. Locate any of the above listed price agreements in ORPIN
2. Find the Excel spread sheet for Fleet Pricing (current year)
3. Locate Vehicle type in column "B" by sorting column "B"
4. Evaluate best base model contract pricing in Column "F"
5. Determine best dealer; Look up contact information in ORPIN, Call and Place Order using the appropriate contract #
6. If authorized purchaser needs options, or vehicle is not on the list, then use Best Value Analysis process.
a. NOTE: The vehicles listed are "BASE Model" addition of options will change price and should be negotiated.

UNIQUE CONSIDERATIONS OR HIGHLIGHTS OF PRICE AGREEMENT[S]:

NOTE: According to *HB 2017* on January 1, 2018 vehicle dealers in Oregon are responsible for paying a "Vehicle Privilege Tax" of 0.5% on any new taxable vehicle sold in Oregon. This tax will show up as a separate line on vehicles quoted against your purchase order(s). For questions concerning this tax please refer to the Oregon Department of Revenue.

When Using Grants:

Common Grant Rule Compliant if you use the BVA process

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 12/16/2020

From: Public Works Director John M. Lewis, PE

SUBJECT:

Public Works Wastewater Division Replacement Vehicle #543

STAFF RECOMMENDATION:

Staff recommends the City Commission authorize the purchase of a 2021 Ford F450 one and a half ton, 4x4 diesel utility crane body truck to replace a 2005 Ford F350 one-ton 4x4 utility truck.

EXECUTIVE SUMMARY:

The Public Works Fleet Division is utilizing its Fleet Replacement Fund for the purchase of a 2021 Ford F450, one and a half ton 4x4 diesel utility crane body truck. This will be replacing truck #540, which is a 2005 Ford F350 one-ton 4x4 utility truck. The existing crane from truck #540 will be used on the new truck. Due to the age of truck #540, it is up for replacement.

BACKGROUND:

Oregon City Fleet purchases are managed through our Fleet Replacement Fund. Every year, each Public Works Division budgets a predetermined amount for deposit into the Fleet Replacement Account to ensure adequate funding is available when new or replacement vehicles are scheduled for purchase.

The purchase price of this truck is $82,399.73 and was a previously authorized expenditure within the FY 2020-21 biennial budget. The truck will be predominantly used by the Wastewater Division for pump station maintenance, repairs, and daily support.

Public Works will be contracting with Northside Ford, under the State of Oregon Purchasing Agreement #5549, for the purchase of the 2021 Ford F450, one and a half ton 4x4 diesel utility crane body truck. Attached is the sales quote, a brochure of the truck, and the State of Oregon Purchasing Agreement Documentation.

There is adequate funding within the Fleet Replacement Fund to allow the Public Works Operations Division to support and fund this new asset.

OPTIONS:

1. Authorize the City Manager to execute the Contract.
2. Authorize the City Manager to execute the Contract with specific modifications.
3. Deny the Contract. If the Commission chooses to deny the Contract, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: $82,399.73

FY(s): 2020-21

Funding Source(s): Fleet Replacement Fund 320-552-7052

#543

Prepared for: Dan Hepler
City of Oregon City
Prepared by: SHARON TUCKER
11/25/2020

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon | 972182995

2021 F-450 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F4H)

Price Level: 115 | Quote ID: OC21F4Hu

As Configured Vehicle

Code	Description	MSRP	Invoice
Base Vehicle			
F4H	Base Vehicle Price (F4H)	$42,695.00	$40,560.00
Packages			
650A	Order Code 650A	N/C	N/C
	Includes: *- Transmission: TorqShift 10-Speed Automatic* *Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.* *- GVWR: 16,500 lb Payload Package* *- Wheels: 19.5" x 6" Argent Painted Steel* *Hub covers/center ornaments not included.* *- HD Vinyl 40/20/40 Split Bench Seat* *Includes center armrest, cupholder and driver's side manual lumbar.* *- Radio: AM/FM Stereo w/MP3 Player* *Includes 4 speakers.* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.*		
Powertrain			
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	$9,325.00	$8,486.00
	Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking. *Includes:* *- Dual 78-AH 750 CCA Batteries*		
44G	Transmission: TorqShift 10-Speed Automatic	Included	Included
	Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.		
X4N	Limited Slip w/4.10 Axle Ratio	$360.00	$327.00
STDGV	GVWR: 16,500 lb Payload Package	Included	Included
Wheels & Tires			
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK)	$215.00	$195.00
	Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH.		
64Z	Wheels: 19.5" x 6" Argent Painted Steel	Included	Included
	Hub covers/center ornaments not included.		

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Prepared for: Dan Hepler
City of Oregon City
Prepared by: SHARON TUCKER
11/25/2020

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon | 972182995

2021 F-450 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F4H)

Price Level: 115 | Quote ID: OC21F4Hu

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
Seats & Seat Trim			
A	HD Vinyl 40/20/40 Split Bench Seat *Includes center armrest, cupholder and driver's side manual lumbar.*	Included	Included
Other Options			
PAINT	Monotone Paint Application	STD	STD
145WB	145" Wheelbase	STD	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player *Includes 4 speakers.* *Includes:* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.*	Included	Included
90L	Power Equipment Group *Deletes passenger side lock cylinder. Includes upgraded door-trim panel.* *Includes:* *- Accessory Delay* *- Advanced Security Pack* *Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.* *- Manual Telescoping/Folding Trailer Tow Mirrors* *Includes power/heated glass and heated convex spotter mirror.* *- MyKey* *Includes owner controls feature.* *- Power Front Side Windows* *Includes 1-touch up/down driver/passenger window.* *- Power Locks* *- Remote Keyless Entry*	$865.00	$787.00
86D	Programmable Engine Idle Shutdown - 20 Minute	$250.00	$228.00
18A	Upfitter Interface Module	$295.00	$269.00
67B	397 Amp Alternator	Included	Included
52B	Trailer Brake Controller *Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.*	$270.00	$245.00
18B	Platform Running Boards	$320.00	$291.00
872	Rear View Camera & Prep Kit *Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.*	$415.00	$377.00

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City of Oregon City
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11/25/2020

Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon | 972182995

2021 F-450 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F4H)

Price Level: 115 | Quote ID: OC21F4Hu

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
41A	Rapid-Heat Supplemental Cab Heater *Includes:* *- 397 Amp Alternator*	$250.00	$228.00
43C	110V/400W Outlet *Includes 1 in-dash mounted outlet.*	$175.00	$160.00
76C	Exterior Backup Alarm (Pre-Installed) *Custom accessory.*	$140.00	$128.00
Emissions			
425	50-State Emissions System	STD	STD
Interior Colors			
AS_01	Medium Earth Gray	N/C	N/C
Primary Colors			
Z1_01	Oxford White	N/C	N/C
Upfit Options			
E125873	Reading Body to Spec	$35,273.58	$35,273.58

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Prepared for: Dan Hepler
City of Oregon City
Prepared by: SHARON TUCKER
11/25/2020

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As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
	1 READING CLS108DRW1FA011302 CLII108DW CLASSIC II STEEL SERVICE BODY, 108" DW 40" READING WHITE 60" *CA DW CHEVY/FORD/GMC/RAM* *1 READING 14302338 WIRE ADPT HARNESS FOR FORD F-250 AND HIGHER: MY1999 AND NEWER, 56CA/60CA/84CA CHASSIS CAB AND PICKUP BOX DELETE ONLY; READING SERVICE BODIES AND PANEL BODIES.* *NOT COMPATIBLE WITH AFTERMARKET PICKUP BOX REMOVAL.* *1 READING BPSNDRW1FA011201 P92DW STRAIGHT POOCHED BUMPER (DW) NEED TO CHECK BUMPER PART NO.* *BPSNDRW1FA580170 FOR CRANE APPLICATION* *1 READING 14900366 2'-1/2" RECEIVER HITCH FOR SERVICE BODY- FORD 60" & LONGER C.A. 20K RATED* *1 READING 13507245 SPRING LOADED MASTER LOCKING BOLT ON KIT, WHITE, FOR 108AB BODY* *1 READING LED-FLEX-78-98-108A LED FLEX LIGHTING (ADHESIVE STRIP) ATTACHED ON HINGE SIDE OF VERTICAL* *DOORS, AND ON EACH SIDE OF HORIZONTAL COMPARTMENT. AVAILABLE ON A AND AB BODIES - FACTORY* *INSTALLED. HOOK UP TO UPFITTER SWITCH IN CAB* *1 READING SPRAY-108 SPRAY LINER, INCLUDES GRAPHITE COLOR, 1/8" THICKNESS, APPLIED TO BULKHEAD,* *BOTH SIDE WALLS, FLOOR, AND INSIDE OF TAILGATE, INCLUDING TOP FLAT SURFACE OF TAILGATE, COMPARTMENT TOPS AND BUMPER* *1 READING C2X CRANE REINFORCEMENT FOR CRANES UP TO 4,000 LB. CAPACITY* *1 READING ST-TD-108 SIX TIE DOWNS IN BED AREA* *1 READING EGNL-V1-40-108DW FIVE DRAWER UNIT INSTALLED IN STREETSIDE FRONT VERTICAL COMPARTMENT* *1-6" DRAWER, 3-3" DRAWERS 1-2" DRAWER* *1 READING 14302155, 2011+ FORD OEM HARNESS TO CONNECT OEM BACK-UP CAMERA KIT* *1 READING LH ALUMA CHOCK BLOCK HOLDERS INSTALLED IN FENDER PANEL* *1 FREIGHT FROM READING, PA TO PORTLAND* *4 BUYERS RT25808 2" X 8" RECEIVER TUBE. ONE INSTALLED ON EACH SIDE AT REAR FOR OUTRIGGER MOUNTS.* *TWO INSTALLED IN BED AREA-LTBD* *1 REINFORCE REAR RECEIVER TUBES INTO FRAME FOR OUTRIGGERS* *1 FAB AND INSTALL FRON CONE HOLDER* *1 PROTECH 57-7521 ALUMINUM CABRACK, WITH MESH FOR SERVICE BODY - 21" HIGH* *2 PROTECH 57-9055, BRKT, LIGHT TRUCK CAB RACK ANTENNA INSTALLED ONE PER SIDE* *1 PROTECH 57-6055 EARS (PAIR), CABRACK LUMBER STOPS. 1.5" X 4"* *2 BATTERY- GROUP 31 WITH SCREW POST -PT # 7236 ONE FOR CRANE AND ONE FOR INVERTER* *2 BATTERY BOX FOR GROUP 31 POST TYPE BATTERIES-ADJUSTABLE FOR OTHER SIZES TOO PT # BK8255004* *2 BATTERY SEPARATOR - 12V 100 AMP PT # SP-1314A-B* *3 THREE DUPLEX 120 VOLT GFI OUTLETS-ONE IN STREETSIDE FRONT VERTICAL, ONE IN STREETSIDE* *HORIZONTAL COMPARTMENT AND ONE AT REAR OF UNIT-OUTLETS TO BE WEATHERPROOF* *1 INVERTER-2500W PT # CPI2590 CURBSIDE FRONT VERTICAL COMPARTMENT ON FLOOR* *1 FUEL FILLER/DEF SUPPORT* *1 FAB SPECIAL MATERIAL RACK AND TOOL HOLDER* *CURT 55774, 7-WAY & 4-WAY FLAT PLUG* *(Reading #14900162)* *2 BUYERS 5230912 , RSTEP,CABLE TYPE,9IN TALL X 12IN WIDE,BLK-ONE INSTALLED EACH SIDE UNDER REAR* *STEP BUMPER* *2 GRAB HANDLES AT REAR* *1 SUSPENSION UPGRADE REAR-CRANE SIDE* *4 LIGHT-WHELEN MCRNTA AMBER LED MICRO STUD MOUNT FOR FORD GRILL-TWO IN FRONT FRILL AND TWO AT* *REAR* *2 LIGHT- FLOOD LED CLEAR 5.3" INCH SQUARE 9-LED PT # 1492119 INSTALLED ON CABGUARD-WIRE TO UPFITTER* *SWITCH* *https://www.buyersproducts.com/product/53-inch-square-led-clear-flood-light-411* *1 MASTER DISCONNECT FOR CRANE/BATTERY* *1 MISC SHOP SUPPLIES* *80 INSTALLATION INCLUDING INSTALLATION OF CUSTOMER FURNISHED STELLAR CRANE ON NEW BODY* *1 PAINT-TOUCH UP*		
SUBTOTAL		$90,848.58	$87,554.58

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Prepared for: Dan Hepler
City of Oregon City
Prepared by: SHARON TUCKER
11/25/2020

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Price Level: 115 | Quote ID: OC21F4Hu

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
Destination Charge		$1,695.00	$1,695.00
TOTAL		$92,543.58	$89,249.58

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Pricing Summary - Single Vehicle

		MSRP
Vehicle Pricing		
Base Vehicle Price		$42,695.00
Options & Colors		$12,880.00
Upfitting		$35,273.58
Destination Charge		$1,695.00
Subtotal		$92,543.58
Pre-Tax Adjustments		
Code	**Description**	
Govt Disc	Government discount	-$11,334.16
Key w/remote	Keys, fully programmed with remote (2 factory, 2 extra, 4 total)	$449.00
VCAF	As per state contract #5549.	$0.00
Delivery	Delivery per contract $2.25 per mile after 60.	$0.00
Subtotal		$81,658.42
Sales Taxes		
Code	**Description**	
CAT	Corporate Activity Tax	$306.22
Estimated CAT tax (gross receipts tax) in effect 1/1/20.		
Oregon Tax	Oregon Privilege Tax	$232.30
Oregon Privilege Tax for all new vehicles and any used vehicles with less than 7500 miles that have not previously been registered in Oregon.		
Subtotal		$82,196.94

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Post-Tax Adjustments

Code	Description	
CAT Doc 75	Adjustment for CAT on $75 Doc fee	$0.29
CAT tax adjustment for doc fee. Tax is to be collected for document processing fee.		
E-Doc	Doc fee for E-Plates	$75.00
Doc fee for processing E-Plates		
E-RegPlate	Plate and registration for E-Plates	$29.50
$24.50 Plate fee *$5.00 Registration*		
Title-19	Title fee for vehicles getting 0-19 MPG avg	$98.00

Total $82,399.73

Customer Signature

Acceptance Date

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CRANEMASTER BODIES

CRANEMASTER >
(HTTPS://WWW.READINGBODY.COM/PRODUCT/CRAN

Our truck crane bodies deliver exceptional performance and durability, plus options that allow you to create a custom crane truck body solution to fit your unique needs.

REQUEST A QUOTE
(https://www.readingbody.com/product/cranemasters/)

Many construction and utility professionals, as well as service providers in similar lines of work, require crane-mount truck bodies that can deliver powerful and dependable performance. At Reading, our Cranemaster bodies deliver the powerful performance these service providers require, while also offering the durability that is essential to work in industrial environments.

Our Cranemaster service crane truck bodies are engineered with a rigid body and a reinforced crane mount to manage cranes of up to 8,000 pounds while providing the industry-leading features and premium performance you expect from a Reading service body. Choose from among our crane truck bodies that represent different sizes and capabilities, and get performance to the exact specifications you need.

Given the many options we deliver in our crane truck body selection, you can customize your own crane truck body solution. Choose the type of crane you need with the capabilities you need, and then choose the components, features and options you need for the rest of your crane truck body.

At Reading, we understand that each of our customers has unique needs. We offer a wide selection and custom crane truck body options to ensure you can always find or create the right type of service body solution for your business.

Our crane truck bodies also feature our exclusive acrylic E-Coat primer and powder coat system and Dual-Pro® door seals, as well as our iconic slam-action tailgate design. These primers, coatings and seals ensure your crane truck body remains looking great and operating in peak condition for years to come. Features like our slam-action tailgate set Reading apart from the competition.

When it's time to do the heavy lifting, you'll be glad you chose a Reading Cranemaster truck body. See below to learn more about our custom crane body options.

CRANEMASTER

Our truck crane bodies deliver exceptional performance and durability, plus options that allow you to create a custom crane truck body solution to fit your unique needs. Find the Reading Cranemaster body that best suits your needs.

THE BEST IN CRANE-MOUNT TRUCK BODIES

At Reading, we have been creating the best in service truck body options since 1955. When you browse through our selection of truck crane bodies and their many optional features, you'll find the most advanced and innovative products on the market. We're always challenging our designs and products in search of better ways to create service body cranes. We apply precise manufacturing processes and attention to detail toward the making of each crane truck body, which ensures you get the quality you want and need in a service body crane.

When work requires a crane, you need a truck service body that lets you go where you need to go and deliver the services you need to deliver. At Reading, our aim is to help you arrive to job sites more efficiently and complete your work upon arrival. Our truck body cranes are created to be industry-leading service body products for using cranes on a regular basis. Browse through our selection and choose the best option among our many service body cranes. If you need additional help or have questions, contact us directly and tap into the knowledge and experience you'll only find at Reading.

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Resource Center (https://www.readingbody.com/resource-center/)

Customer Portal

BUYERS GUIDE *FOR*

FLEET Vehicles

Version [4.1] dated 11/09/2018

PROCUREMENT SERVICES CONTRACT ADMINISTRATOR:

Blake Schwabauer
DAS EGS/PROCUREMENT SERVICES
1225 FERRY ST SE
SALEM, OR 97301
503-378-4653
blake.j.schwabauer@oregon.gov

CONTRACT DESCRIPTION:

Use of this Price Agreement and sound business practice require that a selection process be followed to determine a "Best Value" price. This is accomplished in most cases by factoring industry and market pricing with the expected value and quality of the vehicle, solutions and services to be purchased, however, Best Value does not necessarily mean the lowest price offer. This selection process will assist the Authorized Purchaser in establishing Best Value.

AWARDED PRICE AGREEMENT NUMBER[S]:

5556 **Bruce Chevrolet - Kyle Olinger (503) 619-8324**
kyle@brucechevrolet.com

5559 **DSU Peterbilt - Brian Heinrich (503) 535-3025**
bheinrich@dsutrucks.com

5561 **ERide Ind - John Herou (763) 389-9139**
jherou@e-ride.com

5560 **McCoy Freightliner - Kevin Dripps (503) 283-0345**
kevindripps@pdxftl.com

5551 **Gresham Ford - Paul Blankenship (503) 490-6510**
paul@greshamford.com

5555 **Hubbard Chevrolet - John Boyer (800) 247-4336**
johnboy@hubbardchevrolet.com

5550 **Landmark Ford - Lisa OKeefe (503) 639-1131 ext709**
GovtSales@landmarkford.com

5549 **Northside Ford - Sharon Tucker (503) 282-7777**
stucker@northsidetrucks.com

5558 **Power Chevrolet - Jim Church (503) 769-7777**
jimc@powerchevrolet.com

5554 **Power Chrysler, JEEP, DODGE - Don Kasinger (503) 871-0703**
dpkasinger@aol.com

5548 **Power Ford Lincoln - Don Kasinger (503) 871-0703**
dpkasinger@aol.com

5557 **Suburban Chevrolet - DJ Anderson (503) 454-4960**
dj@suburbanautogroup.com

5552 **Tonkin Dodge - Chuck Baggs (503) 258-5704**
cbaggs@tonkin.com

5563 **Tonkin Nissan - Jon Geffen (503) 258-6257**
jgeffen@tonkin.com

5564 **Tonkin Toyota - Jon Geffen (503) 258-6257**
jgeffen@tonkin.com

5553 **Withnell Dodge - Matt McCowan (503) 364-0184**
matt@withnellauto.com

DAS PS Contacts:

Blake Schwabauer (503) 378-4653 – blake.j.schwabauer@oregon.gov

BEST VALUE ANALYSIS (BVA) INSTRUCTIONS and PRICING: "Best Value" is determined by reviewing and analyzing various factors related to the Authorized Purchaser and the pricing for the desired Goods and Services to reach a conclusion that the pricing is fair and reasonable. Goods and Services that are a Best Value are not necessarily the lowest priced.

SPECIAL ORDERING INSTRUCTIONS:

1. Locate any of the above listed price agreements in ORPIN
2. Find the Excel spread sheet for Fleet Pricing (current year)
3. Locate Vehicle type in column "B" by sorting column "B"
4. Evaluate best base model contract pricing in Column "F"
5. Determine best dealer; Look up contact information in ORPIN, Call and Place Order using the appropriate contract #
6. If authorized purchaser needs options, or vehicle is not on the list, then use Best Value Analysis process.
a. NOTE: The vehicles listed are "BASE Model" addition of options will change price and should be negotiated.

UNIQUE CONSIDERATIONS OR HIGHLIGHTS OF PRICE AGREEMENT[S]:

NOTE: According to *HB 2017* on January 1, 2018 vehicle dealers in Oregon are responsible for paying a "Vehicle Privilege Tax" of 0.5% on any new taxable vehicle sold in Oregon. This tax will show up as a separate line on vehicles quoted against your purchase order(s). For questions concerning this tax please refer to the Oregon Department of Revenue.

When Using Grants:

Common Grant Rule Compliant if you use the BVA process

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 12/16/2020

From: Human Resources Director Patrick Foiles

SUBJECT:

City Manager Merit Pay for Performance

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve a four and a half percent (4.5%) merit payment based on the City Manager's accomplishments and performance over the past year. The merit pay for performance was discussed during the City Manager's annual performance evaluation at the December 2, 2020 Executive Session. The merit payment is a percentage of the Manager's annual base salary.

BACKGROUND:

The City Manager's evaluation was conducted on December 2, 2020. As part of the evaluation, the Commission discussed appropriate compensation to recognize the City Manager's accomplishments of Commission Goals and the City's overall performance during the past twelve months. The Commission discussed a four and a half percent (4.5%) merit payment for the Manager based on his performance over the last year. If approved, merit payment will be effective December 16, 2020 and processed with the December payroll.

OPTIONS:

1. Approve the 4.5% merit payment.
2. Change the percentage and/or add an increase to pay.
3. Deny the payment and bring back for further discussion.

BUDGET IMPACT:

Amount: $7,414.74 - Merit payment was budgeted for FY 2020-21

FY(s): 2020-2021

Funding Source(s): General Fund

CITY OF OREGON CITY
CITY COMMISSION WORK SESSION
MINUTES

Commission Chambers, 625 Center Street, Oregon City
Tuesday, September 08, 2020 at 6:00 PM

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

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

CONVENE WORK SESSION AND ROLL CALL

Commission President Lyles Smith called the meeting to order at 6:28 PM.

PRESENT - 4
Commissioner Rachel Lyles Smith
Commissioner Denyse McGriff
Commissioner Frank O'Donnell
Commissioner Rocky Smith, Jr.

ABSENT - 1
Mayor Dan Holladay

STAFFERS – 12
City Manager Tony Konkol, Police Chief James Band, Community Development Director Laura Terway, Assistant to the City Manager Lisa Oreskovich, Economic Development Manager James Graham, Tourism Coordinator Matthew Weintraub, Finance Director Wyatt Parno, Library Director Greg Williams, Parks and Recreation Director Kendall Reid, Public Works Director John Lewis, City Engineer Dayna Webb, and Project Engineer Patty Nelson

FUTURE AGENDA ITEMS

The Commission's adopted goals and available staff resources shall be considered when recommending future agenda items. The Commission may add an item to a future agenda with consensus of the Commission.

1. List of Future Work Session Agenda Items

Tony Konkol, City Manager, reviewed upcoming agenda items.

After some discussion, there was consensus for staff to look at the list to see if some items could be removed.

Commissioner O'Donnell suggested a discussion regarding an in-house City Attorney for routine business of the City rather than a contract attorney due to the expense.

Commission President Lyles Smith thought that went along with the budget discussions she would like to have before the biennium budget process started.

There was consensus for staff to prioritize the budget discussion items including the Construction Excise Tax, Marijuana Tax, policies for non-profits, and attorney fees/in-house vs. consultant.

DISCUSSION ITEMS

2. Oregon City Original Art Mural

James Graham, Economic Development Manager, introduced the agenda item.

Laura Terway, Community Development Director, reviewed the 2015 draft mural code including the definition of mural, content-neutral, criteria and standards, and review process. She explained why the mural code was not adopted in 2015.

There was discussion regarding consistency in the review process, reestablishing the Arts Commission, allowing murals in certain zones, concern about offensive material on murals due to the current political environment, and grandfathering in existing murals.

Victoria Meinig, Oregon City Chamber of Commerce, discussed the importance of murals in attracting visitors and telling Oregon City's story. She asked that the code be adopted to allow murals in the City.

Trieste Andrews, Three Rivers Artist Guild, talked about the City's past public arts program. She thought it was in the best interest of the City to bring back public murals, especially for promoting the economy and tourism. Over 100 signatures had been collected in support of murals. There were ways to safeguard mural content without discontinuing their installation. She was opposed to a total censure of any form of art.

Lynda Orzen, resident of Oregon City, said she had served on the Arts Commission and had worked with the art community for years. Several of the murals had disappeared and she would like to bring them back. She explained the need for murals in the City.

Kevin Yell, Clackamas County Arts Alliance, discussed how people loved to take selfies in front of art and anything they could do to get people to take pictures and put them on social media would help with marketing the City. They had to have a plan for bringing art to all of the City. He encouraged them to reestablish the Arts Commission and murals.

4. Water System Development Charge Update

John Lewis, Public Works Director, introduced the agenda item.

Patty Nelson, Project Engineer, said this was an update on the City's Water System Development Charges (SDC) and introduced the FCS Group consultants.

Doug Gabbard, Wyatt Zimbelman, and John Ghilarducci, FCS Group, gave a presentation on Water SDCs. They discussed the key characteristics and legal framework of SDCs, SDC calculation, calculated SDC schedule, regional SDC comparison, and next steps.

There was discussion regarding having different SDC rates for economic based reasons instead of on a cost basis.

Mr. Ghilarducci explained how it would have to be a General Fund subsidy outside of the SDC fund to keep the rate making principles whole.

There was concern about the effects of doubling the rate and if all the projects in the 2019 Capital

Improvement Plan (CIP) were needed.

Ms. Nelson said the 2019 CIP was for maintenance repairs and for serving growth. The SDCs had not been updated since 2004. These were major improvements that had to be funded.

Mr. Konkol said three concept plan areas had been added since 2004 which would bring in significant growth and contributed to the cost.

There was further discussion regarding public perception and justifying the increase.

Mr. Lewis said the concept plan areas were complicated areas to build and because of that the infrastructure was expensive. They also had to do the improvements bit by bit instead of a large area all at once.

There was discussion regarding taking a phased approach to the rate increase.

Wyatt Parno, Finance Director, thought staff was presenting a fair SDC rate, especially since there had not been a slow-down of home building in the City. They did not want the burden of growth to fall on the existing taxpayers. Oregon City had growth capacity and topography that other cities do not, and they had old pipelines that needed to be replaced. He did not think the SDC rate should be delayed or phased, and if there was a question of affordable housing, they could look for subsidy approaches.

There was consensus for staff to move forward as proposed.

3. I-205 Tolling NEPA and Alternatives Analysis Comment Letter

Mr. Lewis introduced the agenda item.

Dayna Webb, City Engineer, reviewed the letter that had been drafted by staff. She discussed the three principal concerns, impacts to Oregon City, feedback on Oregon Department of Transportation's (ODOT) draft goals and objectives, and comments related to regional modeling. She asked if the Commission had any feedback on the letter.

There was consensus that the tone of the letter was appropriate. The Commission suggested minor changes and thought the City Manager should sign the letter on behalf of the City and with the full support of the City Commission.

CITY MANAGER'S REPORT

There were no City Manager's reports.

COMMISSION COMMITTEE REPORTS

A. Beavercreek Employment Area Blue Ribbon Committee - *Commissioner Frank O'Donnell*

B. Brownfield Grant Committee - *Mayor Dan Holladay*

C. Citizen Involvement Committee Liaison - *Commissioner Rachel Lyles Smith*

D. Clackamas County Coordinating Committee (C4) - *Mayor Dan Holladay and Commissioner Rachel Lyles Smith*

Commission President Lyles Smith said C4 had a meeting last week where they received a presentation from Oregon Department of Land Conservation and Development (DLCD) about the new housing rules.

E. Clackamas Heritage Partners - *Commissioner Rocky Smith, Jr.*

F. Downtown Oregon City Association Board - *Commissioner Denyse McGriff*

Commissioner McGriff said the parklets were moving forward. Citizens Bank was having a contest for non-profits and top for the downtown kiosk had arrived.

G. Metro Policy Advisory Committee (MPAC) - *Commissioner Rachel Lyles Smith*

H. Oregon Governor's Willamette Falls Locks Commission - *Mayor Dan Holladay*

I. South Fork Water Board (SFWB) - *Mayor Dan Holladay, Commissioners Frank O'Donnell and Rocky Smith, Jr.*

J. Willamette Falls and Landings Heritage Area - *Commissioner Denyse McGriff*

Commissioner McGriff said the management agreement was not approved for the cultural center at the old West Linn city hall.

K. Willamette Falls Legacy Project Liaisons - *Mayor Dan Holladay and Commissioner Frank O'Donnell*

Commissioner McGriff said the Metro South Advisory Committee was getting up to speed on the Transfer Station.

ADJOURNMENT

Commission President Lyles Smith adjourned the meeting at 8:38 p.m.

Respectfully Submitted,

_____
Kattie Riggs, City Recorder

CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 12/02/2020

From: Parks & Recreation Director Kendall Reid

SUBJECT:

Waterboard Park Tree Removal

STAFF RECOMMENDATION:

No action required.

EXECUTIVE SUMMARY:

On June 17, 2020, the City of Oregon City agreed to the recommendation of completing a *Level 2 Basic Tree Risk Assessment* on one bigleaf maple tree and one sweet cherry tree on the hillside behind the house at 802 Spring Street to determine tree risk to the house. The initial concern of the City was the trees' proximity to the house in question, and their degree of lean downslope toward the house, as well as their rather imperfect condition.

Bartlett Tree Experts (BTE or Bartlett) concluded that the *overall risk rating* for the maple was ***high*** and that of the cherry was ***low*** due to the ***occupancy rate*** of potential ***targets***.

Bartlett recommended that both trees be removed to alleviate the risk that each pose to the house downslope from them.

BACKGROUND:

The two subject trees were located on the hillside behind the house at 802 Spring Street. The City wanted tree risk assessments to help determine future management.

The City agreed to the recommendation of completing a Level 2 Basic Tree Risk Assessment on one bigleaf maple tree and one sweet cherry tree to determine tree risk to the house immediately downslope from them.

Below is a timeline from request to assessment:

- May 2020: Received a complaint from the owner of 802 Spring Street about a fallen tree. Upon inspection we determined the tree to be on the homeowner's property and not parks. There was also an additional tree the homeowner was concerned about which was also determined to be on their property. She disagreed and said she would have a survey of her property done. Homeowner had a lot survey done and it confirmed the trees were on their property.
- June 2020: Homeowner had an Arborist report done for their property. They also identified trees on Parks property that were potential hazards, then flagged the possible hazardous trees and informed us of them.
- July 2020: We had our own risk assessment done.
- August 2020: Neighbor let us know that she was having the hazardous tree removed and asked if we received the arborist report and if we would be moving forward with removal. The neighbor asked for a date for the tree removal and gave us until November.
- We have checked with Engineering (Steep Slope-Hazard) and received approval.
- We have checked with Planning.
- Not in a Natural Resource Overlay District
- Waiting for approval to apply for Permit.