



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, December 07, 2022 at 7:00 PM

EXECUTIVE SESSION OF THE CITY COMMISSION:

The Executive Session will begin at 5:30 PM until approximately 6:00 PM, then continue after the adjournment of the City Commission Regular Meeting.

- Pursuant to ORS 192.660(2)(e): to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

- Pursuant to ORS 192.660(2)(i): To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

- Attend in person, location listed above*
- Register to provide electronic testimony (email recorderteam@orc.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- Email recorderteam@orc.org (deadline to submit written testimony via email is 3:00 PM on the day of the meeting)*
- Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

- 1. CONVENE MEETING AND ROLL CALL**
- 2. FLAG SALUTE**
- 3. CEREMONIES AND PROCLAMATIONS**
- 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. PRESENTATIONS**

[5a.](#) Elm Trees at Library Park

6. ADOPTION OF THE AGENDA

7. 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.

[7a.](#) Resolution No. 22-19, Revocable Permanent Obstruction in a Public Utility Easement at 12000 Wheeler Way

[7b.](#) Contract for Water Assistance Provisions between Clackamas County and City of Oregon City

[7c.](#) Personal Services Agreement with Century West Engineering for the Clairmont Area Waterline Replacement Project, Phase 2 (CI 22-010)

[7d.](#) Personal Services Agreement with Downtown Oregon City Association for the Elevator Staffing Services (PS 22-019)

[7e.](#) OLCC: Liquor License Application – Commercial Full On-Premises, The Coney Island Tavern, 1413 Washington Street, Oregon City

[7f.](#) Minutes of the June 1, 2022 Work Session

[7g.](#) Minutes of the September 21, 2022 Regular Meeting

[7h.](#) Minutes of the October 5, 2022 Regular Meeting

[7i.](#) Minutes of the November 16, 2022 Work Session

8. PUBLIC HEARINGS

[8a.](#) First Reading of Ordinance No. 22-1009, Replacing the Oregon City Comprehensive Plan, OC2040 (LEG22-00003)

9. GENERAL BUSINESS

[9a.](#) Parking Kiosk Replacement Project

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

-
- a. Discussion of Returning to the Original City Seal

11. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair 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 Website.

Video Streaming & Broadcasts: The meeting is streamed live on the Oregon City's website at www.orcity.org and available on demand following the meeting. The meeting can be viewed on Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WPMC at 503-650-0275 for a programming schedule.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Parks & Recreation Director Kendall Reid

Agenda Date: 12/07/2022

SUBJECT:

Elm Trees at Library Park

STAFF RECOMMENDATION:

Parks will be providing an update on current findings of 5 Dutch Elm infected Trees at Library Park.

Background:

The Oregon City Parks Department has been working to save several trees at Library Park. Efforts have included root trenching to sever grafted roots, injections to slow the progress of Dutch Elm disease, pruning of dead branches and removal and replacement when trees have succumbed to the disease.

Our Goal has been to prolong the loss of these trees for as long as possible. However, with rapid spread of the disease, ice storm damage, heat domes and prolonged drought conditions the trees have continued to decline.

Parks reached out to Bartlett Tree Experts to receive an Arborist report to inform us on the condition of the severely declining elms at Library Park.

Next Steps:

- Provide Information of Current State of Elm Trees at Library Park
- Proceed with Permits
- 3 Quotes for Removal. Proceed with Removals this winter
- Proposed Mitigation and Replanting as soon as possible

October 28, 2022

The City of Oregon City
c/o Jon Waverly
625 Center St.
Oregon City, OR 97045



Tree Inspection at Oregon City Public Library

Dear Jon,

You contacted us about five dead or dying American elms (*Ulmus americana*) in the lawn and landscaped area to the north and west of the public library building. After conversing with Commercial Arborist Representative Lyle Feilmeier, we determined that my assignment was to visit the site, assess the five declining elms, and make recommendations for their management via a letter addressed to the City. I visited the-site on October 26, 2022 to locate the trees in question and assess their condition. This letter outlines my observations, analysis and recommendations from that site visit and inspection.

Five of the existing nine elms on the site were inspected and assessed in the area north and west of the library building (Photo 1). Four were in obvious decline; three of which exhibited dieback of more than 75% of their crowns and one exhibited dieback of about 50% of its crown and severely reduced vigor in the portions remaining alive. The fifth was standing dead.

In 2019, Dutch Elm Disease (DED) was confirmed by laboratory analysis in one tree on the site. Two trees at the time were showing symptoms of infection, and were root pruned in early 2020 to sever potential root grafts with roots from other elms on the site. Root grafts are one way that the fungus that causes DED can move from tree to tree. The two trees were also injected late in 2019 with a fungicide to attempt to arrest further spread, and the other seven were injected in mid-2020 to prevent further movement into those trees. The fungicide is an effective preventative for healthy trees. It is not as effective in trees in which the fungus is already present. Trees can be infected and appear healthy for a time before thinning and branch dieback begin to show.



Photo 1. The view of the landscape and lawn from the southwest. Tree #4 is in the foreground. (10.26.2022)

Tree #1

Tree #1, with trunk diameter at 4.5 feet above grade (diameter at breast height or DBH) of 40 inches, is the closest affected elm to 7th Street. There are many epicormic shoots (suckers) along the trunk and the lower portions of the scaffold branches. More than 75% of the original crown is dead. The tree will succumb, likely within a year, and should be removed.

Tree #2

Tree #2 (DBH of 37 inches) is southwest of Tree #1, and has died back to the point that only the trunk and central scaffold branches bear any signs of life. There are epicormic shoots on the upper parts of the trunk and along the lengths of the central scaffolds. It will likely be dead within a year, and should be removed.

Tree #3

Tree #3 (DBH of 34 inches) is the closest of the five to the library building, off the northeast corner of the wing that faces John Adams Street. Like Tree #2, the entire canopy is dead, save for some epicormic shoots on the trunk and three scaffold branches. Some growth that did emerge this spring near the top died during the summer (seen in the upper right of the photo above). Continued decline is likely to result in death within a year. Removal is advised.

Tree #4

Tree #4 (DBH of 36 inches) has more branches remaining alive than any of the other four elms evaluated. However, as illustrated in the photo above, it is rapidly declining. Twigs and smaller peripheral branches are dead, with epicormic shoots appearing on the trunk and larger scaffold branches. While it is likely to outlive the other four subject trees, it will likely succumb within two years, and should be removed.

Tree #5



Tree #5 (DBH of 33") is completely dead. Even the sprouts on the trunk and scaffold branches browned out this summer, as evidenced by the dead leaves still on the tree. It should be removed.

Because the five elms are so severely affected, I recommend that they be removed as soon as is practical. A bark beetle that feeds on elm trees is also a vector of the fungus that causes DED. Limiting access to infected trees limits the degree to which any beetles in the area can infect other healthy trees nearby.

The removals should be performed in accordance with industry accepted standards set forth by the American National Standards Institute (ANSI) and the ISA's *Best Management Practices*.

The four remaining elms are in considerably better condition. Three of them are showing early signs of infection, with thinning tops and a few dead branches. I recommend a basal injection for each of them done annually for three years with a therapeutic material called Propizol to slow and stop further development of the disease. Following that three-year course, the treatment can be switched to a basal injection of the preventative ArboTect every three years, beginning the first growing season after the third Propizol treatment.

If you have any questions about my observations or recommendations, please contact me.



Sean Rinault
Board Certified Master Arborist #PN-7889B
ISA Tree Risk Assessment Qualified
srinault@bartlett.com

Limits of the Assignment

The tree inspection was performed from the ground for visual conditions. This tree inspection was not a tree risk assessment. As such, no trees were assessed for risk in accordance with industry standards, nor are there any tree risk ratings or risk mitigation recommendations provided within this report.

Illustrations, diagrams, graphs, and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys.

Information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection.

Site Map





CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 12/7/2022

SUBJECT:

Resolution No. 22-19, Revocable Permanent Obstruction in a Public Utility Easement at 12000 Wheeler Way

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 22-19, a Revocable Permanent Obstruction in a Public Utility Easement at 12000 Wheeler Way.

EXECUTIVE SUMMARY:

Nathaniel and Angela Lee, owners of 12000 Wheeler Way, built a shed on the property within a public utility easement. Per Public Works policy, the shed may not remain due to potential conflicts with the needs of franchise utility providers. The Lees have submitted evidence that there are no public utility services or lines in conflict with the shed.

Public Works supports the shed remaining within the easement conditioned on all applicable utility providers signing off that the shed may remain and on the property owners agreeing that the shed may be removed or demolished at any time by franchise utilities at no obligation to restore.

BACKGROUND:

According to a signed statement, Nathaniel and Angela Lee purchased their home at 12000 Wheeler Way, Oregon City, in December 2020. They built an 8-foot-wide by 8-foot-long shed on the Skellenger Way frontage of their side yard in March 2022. See Exhibit A – Shed Location. The shed was brought to the City's attention by a code enforcement complaint.

The Lees submitted to Oregon City Public Works for approval of the shed within the Public Utility Easement (PUE). With the submittal, the Lees included a letter identifying

the reason the shed cannot be relocated to another part of the property. The reason is that the only other location the shed would fit is the southern corner of the property. However, the southern side of the property is in use for storage of their trailer. The trailer cannot be moved to another location because in the only alternate location there is an emergency ingress/egress window at the bedroom of their deaf child. The child is unable to move rooms within the house because of the special smoke detector for the deaf constructed in the current room and because it is the easiest room in the house to access in the event of an emergency. See the letter as Exhibit B – Letter.

To approve the shed in a PUE, Public Works must determine that there are no franchise utilities in use in the easement. The Lees submitted a recent locate conducted April 15, 2022, that shows that franchise utilities are present only in the front yard and do not pass through the side yard near the shed. This suffices to show that utilities are not in use. See Exhibit C – Utility Locate Photos for more information.

To approve the shed in a public utility easement, Public Works must receive written approval from all utility users of the easement. Public Works shall condition the approval of the shed in the easement on the applicant providing written approval letters from utility providers stating that the shed may encroach on the easement.

To approve the shed in a public utility easement, Public Works shall condition the approval on the property owners' agreement that the shed may be demolished or removed at any time by franchise utility providers with no obligation to restore. By issuing a permit, the applicant agrees that they are leaving the shed in the easement at their own risk.

The public utility easement is considered public right-of-way for the purposes of obstruction. Oregon City Municipal Code 12.04.120 requires that permanent obstructions in public rights-of-way be approved by the City Commission by passage of a resolution.

Upon approval of this resolution, the property owner will be required to record a standard maintenance and release agreement for permanent easement obstruction. The agreement ensures that the City is not liable for any incident related to the obstruction and that the obstruction will be maintained by the applicant.

Public Works recommends approval of this resolution to allow issuance of a corresponding permanent, revocable easement obstruction permit conditioned as discussed in this report.

OPTIONS:

1. Approve Resolution No. 22-19 as requested.
2. Approve Resolution No. 22-19 with specific modifications.
3. Deny Resolution No. 22-19. If City Commission denies Resolution No. 22-19, staff respectfully requests guidance on how to proceed.

BUDGET IMPACT:

Amount: \$0

FY(s): 2022

Funding Source(s): N/A

RESOLUTION NO. 22-19

A RESOLUTION TO ALLOW A SHED AS A REVOCABLE PERMANENT PUBLIC UTILITY EASEMENT OBSTRUCTION AT 12000 WHEELER WAY, OREGON CITY, OREGON

WHEREAS, a shed was constructed in a public utility easement (PUE) along the Skellenger Way frontage of 12000 Wheeler Way, Oregon City, as shown in Exhibit A – Shed Location; and

WHEREAS, the property owner seeks a Public Works revocable permanent obstruction permit for obstruction within the public rights-of-way which includes PUEs for reasons outlined in Exhibit B - Letter; and

WHEREAS, Public Works has determined that the proposed shed does not interfere with any current uses of the PUE per Exhibit C – Utility Locate Photos; and

WHEREAS, Public Works shall condition approval of the shed upon written sign-off from all applicable utilities served by the PUE; and

WHEREAS, Public Works shall condition approval of the shed upon agreement that the shed may be required by the City to be removed at any time; and

WHEREAS, the property owner has met the requirements for a permanent obstruction permit; and

WHEREAS, the Oregon City Municipal Code 12.04.120 requires that permanent obstructions in public rights-of-way be approved by the City Commission by passage of a resolution; and

WHEREAS, following passage of this resolution, Oregon City Public Works will issue a "Revocable Permanent Rights-of-Way Obstruction Permit" which shall include a recorded covenant for maintenance of and release of liability for the shed per template Exhibit D – Standard Release Covenant.

NOW, THEREFORE, OREGON CITY RESOLVES:

Section 1. Authorize the City Engineer to issue a Revocable Permanent Rights-of-Way Obstruction permit at 12000 Wheeler Way for a shed in a public utility easement on the property.

Section 2. Exhibit A, Exhibit B, Exhibit C, and Exhibit D are incorporated as part of this resolution.

Section 3. This resolution shall take effect immediately upon its adoption.

Approved and adopted at a regular meeting of the City Commission held on the 7th day of December, 2022.

Denyse C. McGriff, Mayor

Attested to this 7th day of December, 2022:

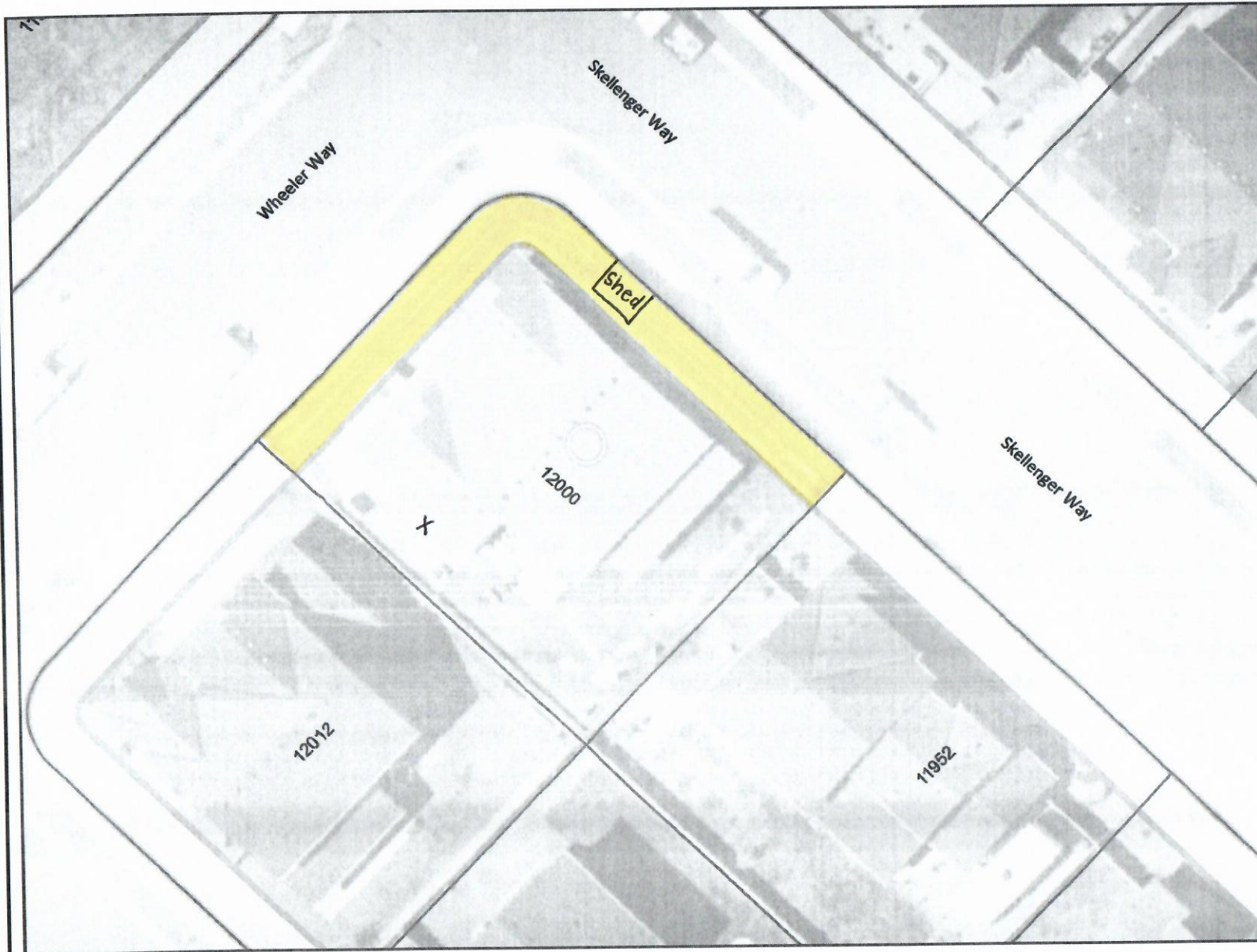
Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Oregon City GIS Map

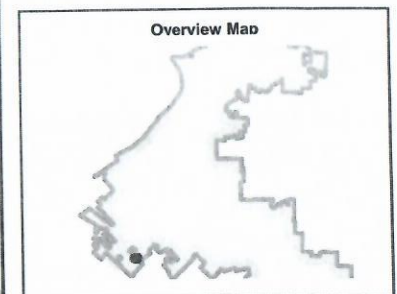
Item 7a.



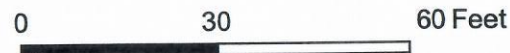
Legend

- Street Names
- Taxlots
- Taxlots Outside UGB
- Unimproved ROW
- Easements**
- City Limits
- UGB
- Basemap

Notes



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



1: 360

Map created 4/18/2022

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







To Whom it May Concern,

We purchased our home in 12/2020. The shed is 8' x 8' and was built in 03/2022. This shed was brought to Oregon City's attention via a code enforcement complaint. Our plan to address the code enforcement is to obtain a permit for an obstruction in a public utility easement.

The reason this shed cannot be moved to another location on our property: the easement exists down the entire side of our property along Skellenger Way. The only other location the shed will fit on our property is the southern corner. However, we have poured concrete on the southern side of our property for trailer storage. We park our trailer as far back as possible to prevent obstructing access to our deaf son's second story bedroom window (marked with "x" on map) to allow safe access for fire fighters in the event of an emergency. He is unable to move rooms in our house because it has been adapted with a special smoke detector intended for deaf and hard of hearing people. In addition, Clackamas Fire has previously been notified of the location of his bedroom, and this is the safest room in the house to allow for rapid rescue (level ground, large gates, large flat wall surrounding window).

We have had utilities located on two separate occasions at our property to ensure there are no utilities beneath the shed (picture attached of most recent location completed on 04/15).

We greatly appreciate your time and consideration,

Nathaniel Lee

Angela Lee







AFTER RECORDING RETURN TO:

City of Oregon City, City Recorder
P.O. Box 3040
Oregon City, Oregon 97045-0304

City Resolution No.: _____ **Public Works Permit No.:** _____

Street Address: _____

Tax Map & Lot: _____ **PROPERTY OWNER:** _____

DECLARATION OF COVENANT OF MAINTENANCE, RELEASE AND INDEMNITY

This COVENANT OF MAINTENANCE, RELEASE AND INDEMNITY ("**Covenant**") is made between

_____, hereinafter referred to as "**Permittee**", and the CITY OF OREGON CITY, a municipal corporation of the State of Oregon formed pursuant to ORS Chapter 457 (the "**City**").

RECITALS

A. Permittee is/are the owner(s) of certain real property located in the City of Oregon City, Clackamas County, Oregon, legally described on **Exhibit A** attached hereto and commonly known as

_____, (address or tax lot),
(the "**Property**").

B. Permittee has applied for City right-of-way permit ("**Permit**") to maintain a permanent obstruction that is regulated and governed by Oregon City Municipal Code Chapter 12 *Streets, Sidewalks and Public Places*, Section 12.04.120 *Obstructions Permit required*.

C. The City has approved the Permit through adoption of **Resolution No.** _____
(**Exhibit B** attached hereto) allowing the following:

_____, ("**Obstruction**").
Description of the obstruction

within the public right-of-way as shown in the "Site Plan" **Exhibit C** attached to this Covenant. The Obstruction is solely for the Property, contingent on Permittee providing this maintenance covenant and release to the City for all activities undertaken pursuant to the Permit issued by the City pursuant to Oregon City Municipal Code section 12.04.120 *Obstructions Permit required*, which requires Permittee to maintain, and release the City from all damages resulting from, the approved permanent obstruction in the right-of-way.

D. To protect owners of neighboring properties, the City requires the Permittee to enter this Covenant as a condition to the City's approval of building permits.

COVENANT

NOW, THEREFORE, Permittee covenants as follows:

In consideration of the issuance of the City Resolution and Permit, the undersigned ("**Permittee**") hereby covenants and agrees to the following terms:

1. Covenant to Maintain, Repair and Remove. Permittee shall, at their sole expense (no cost to the City), themselves or through qualified independent contractors, at all times maintain the Obstruction in safe condition and good repair, and in compliance with all applicable state and local rules, regulations, and guidelines (including those adopted from time to time by the City) for the general public or remove the Obstruction as directed by the City (the City may at any time for any reason provide a thirty (30) day notice for removal of the Obstruction). Permittee or their representatives, shall obtain proper permits or approvals from the City and shall notify the City in writing 24 hours prior to any construction or repair activities for Obstruction. Furthermore, in the event Permittee fails to comply with this Covenant, Permittee hereby agrees that the City may remove or maintain said Obstruction immediately. Permittee agrees to reimburse City for costs incurred by City when complying with this Covenant as described in Section 3 below.

2. Failures to Perform Covenant. Except in the case of emergency, if the City determines that Permittee is not in compliance with the Covenant described in Section 1, the City or its designee shall give the Permittee written notice to perform maintenance or repair or removal work specified in the notice. If such work is not performed to the City's satisfaction within 30 days of notice, Permittee hereby grants to the City, their employees, independent contractors and designees the right to perform any and all work required to bring said Obstruction into compliance with Section 1 and Permittee hereby agrees to reimburse City for performing work as described in Section 3 below. Permittee agrees that the City or its designee may perform any emergency repair work, as determined by City, without prior notice to Permittee and that Permittee will reimburse City for emergency work as described in Section 3 below.

3. City Under No Obligation. The City, as well as its departments, employees, independent contractors and/or designees shall have no obligation to exercise its rights under this Covenant, including the right under Sections 1 of this Covenant, to perform the work required of the Permittee or to perform any other maintenance or repair of the Obstruction. In addition, neither the City, nor any of its departments, employees, independent contractors and/or designees shall have any liability to Permittee in connection with the exercise or non-exercise of such rights, the maintenance or repair of the Obstruction, or the failure to perform the same.

4. Reimbursement. If City exercises its right to maintain or repair or remove the Obstruction pursuant to Section 1 and/or Section 2, Permittee shall reimburse the City for all costs and expenses incurred in connection therewith within 30 days of receipt of an invoice. If any Permittee fails to pay invoiced amount within such period, such amount shall thereafter accrue interest at a per annum rate equal to prime rate of U.S. Bank (or its successor) plus five percent (5%). Such amount, together with any interest that has accrued, shall be a lien on the Property, which may be foreclosed in accordance with ORS Chapter 88. If Property is owned by more than one person, then each such Permittee shall be jointly and severally liable for payment of the amounts provided for in this Section 4.

5. Liability Coverage. Owners agree to maintain appropriate insurance liability coverage, naming the City as additional insured, per current City policy limit minimums. This includes liability for any condition or activity whether known or unknown, anticipated or unanticipated, during the time of this agreement.

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

7. **Indemnity.** Permittee hereby agrees to indemnify, defend (with legal counsel acceptable to the Indemnitees) and hold the Indemnitees harmless from all claims, liability, loss, damage, cost or expense, including but not limited to attorney fees and court costs, that the Indemnitees may sustain or incur arising from or relating to Permittee’s activity described above and/or otherwise authorized by the Permit. The foregoing indemnity shall include but not be limited to any claims, liability, loss, damage, cost or expense due to any bodily injury, personal injury, illness, death, or property damage arising from or related to Permittee’s activity described above and/or otherwise authorized by the Permit. In the event that a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Covenant, or with respect to any dispute relating to this Covenant, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys’, paralegals’, accountants’, and other experts’ fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys’ fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

8. **Run with the Land.** The parties’ rights and obligations contained herein shall run with the land and inure to the benefit of, and shall be binding upon, the City and Permittee and their respective successors and assigns (including, without limitation, subsequent owners of the Property or lots in the Property and any homeowner’s association owning common areas in the Property).

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

10. **Enforcement.** In the event the City is required to enforce the provisions of this Covenant by legal action, the City shall be entitled to recover its attorney fees and court costs incurred in any such action and in connection with any appeals thereof.

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

12. **Binding Effect.** The indemnity described in Section 7, shall be binding upon Permittee’s agents, guests, licensees, heirs, personal representatives, executors, successors and assigns.

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

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

IN WITNESS WHEREOF, the PERMITTEE has executed this instrument this _____ day of _____, 20____. The person(s) whose name(s) is/are subscribed to the instrument acknowledge that he/she/they executed the instrument in his/her/their legally authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature Page(s) Follow]

PERMITTEE: _____
As shown on Page 1 (name of organization or individual property owner(s))

Signature No. 1

Signer's printed name _____
Title (if applicable)

Signature No. 2

Signer's printed name _____
Title (if applicable)

STATE OF OREGON)
)
 County of _____)

This record was acknowledged before me on (month & day) _____, 20____

by _____, as _____
Signer's printed name _____
Title (write "N/A" if not applicable)

of _____
Name of Corporation on whose behalf record is executed (write "N/A" if not applicable)

Stamp notary seal:

WITNESS my hand and official seal.

Signature of Notary Public

My commission expires: _____

Accepted on behalf of the City of Oregon City:

 By: John M. Lewis, Public Works Director

 Attest: Jakob Wiley, City Recorder

Insert exhibits on separate subsequent sheets.

Exhibit A is a legal description of the subject property provided by a professional land surveyor, stamped with their seal, and having a 1/8th-inch or larger font size (8.5-inch by 11-inch page).

Exhibit B is the signed Resolution having a 1/8th-inch or larger font size (8.5-inch by 11-inch page is preferred).

Exhibit C is a site plan having a 1/8th-inch or larger font size (8.5-inch by 11-inch page).

NOTE:

Please remit the required processing and recording fee with this document submittal.

Photostatic copies of reduced tax maps may not meet the above described map requirements – verify with the Clackamas County Recorder.

All pertinent documents must be approved and processed by the City of Oregon City prior to the recording of partition & subdivision plats by the Clackamas County Surveyors Office – allow ample time for the City to process this document.

8/30/2022

Nathaniel and Angela Lee
12000 Wheeler Way
Oregon City, OR 97045



SUBJECT: APPROVAL TO PROCEED / ENCROACHMENT

Re: Request to encroach on a ten foot (10') Public Utility Easement along the northeastern side of Lot 21 in the Woodland Farms Subdivision located at 12000 Wheeler Way, Oregon City, Clackamas County, Oregon.

APN: 05035658

Dear Nathaniel and Angela Lee:

Qwest Corporation d/b/a CENTURYLINK QC ("CenturyLink") is holder of Easement Rights granted by that certain Subdivision map on file in the office of the Clackamas County Surveyor's Office, Clackamas County, Oregon.

CenturyLink has reviewed your request to proceed with improvements as shown on Exhibit "A" ("Improvements"), said Exhibit "A" attached hereto and incorporated by this reference, within the Easement Tract and has no objections providing, however, the following terms and conditions are agreed to, and met, by Nathaniel and Angela Lee:

1. Locates must be performed by a state recognized organization (i.e. Call Before You Dig, Blue Stake, etc.).
2. A minimum of three feet of cover above CenturyLink facilities is maintained at all times and the final grade provides for no less than three feet of cover.
3. If any CenturyLink facilities are damaged or require relocation as a result of said Improvements, or the act of installing, maintaining, or removing said Improvements, Nathaniel and Angela Lee must agree to bear the cost of repair and/or relocation of said CenturyLink facilities.
4. No buildings or structures are to be placed within the Easement Tract other than those, if any, that are approved by this APPROVAL TO PROCEED.

Prior to commencing construction please execute this Agreement below and return a copy to CenturyLink.

It is the intent and understanding of CenturyLink that this action shall not reduce our rights to any existing easements or rights we have on this site or in the area.

If you have any questions or would like to discuss this action further, please contact Matt Reese at matthew.reese@lumen.com.

Sincerely yours,

Mary Hutton
Network Infrastructure Services
CenturyLink
P842093

I hereby agree to the terms and conditions as described in this document.



Signature

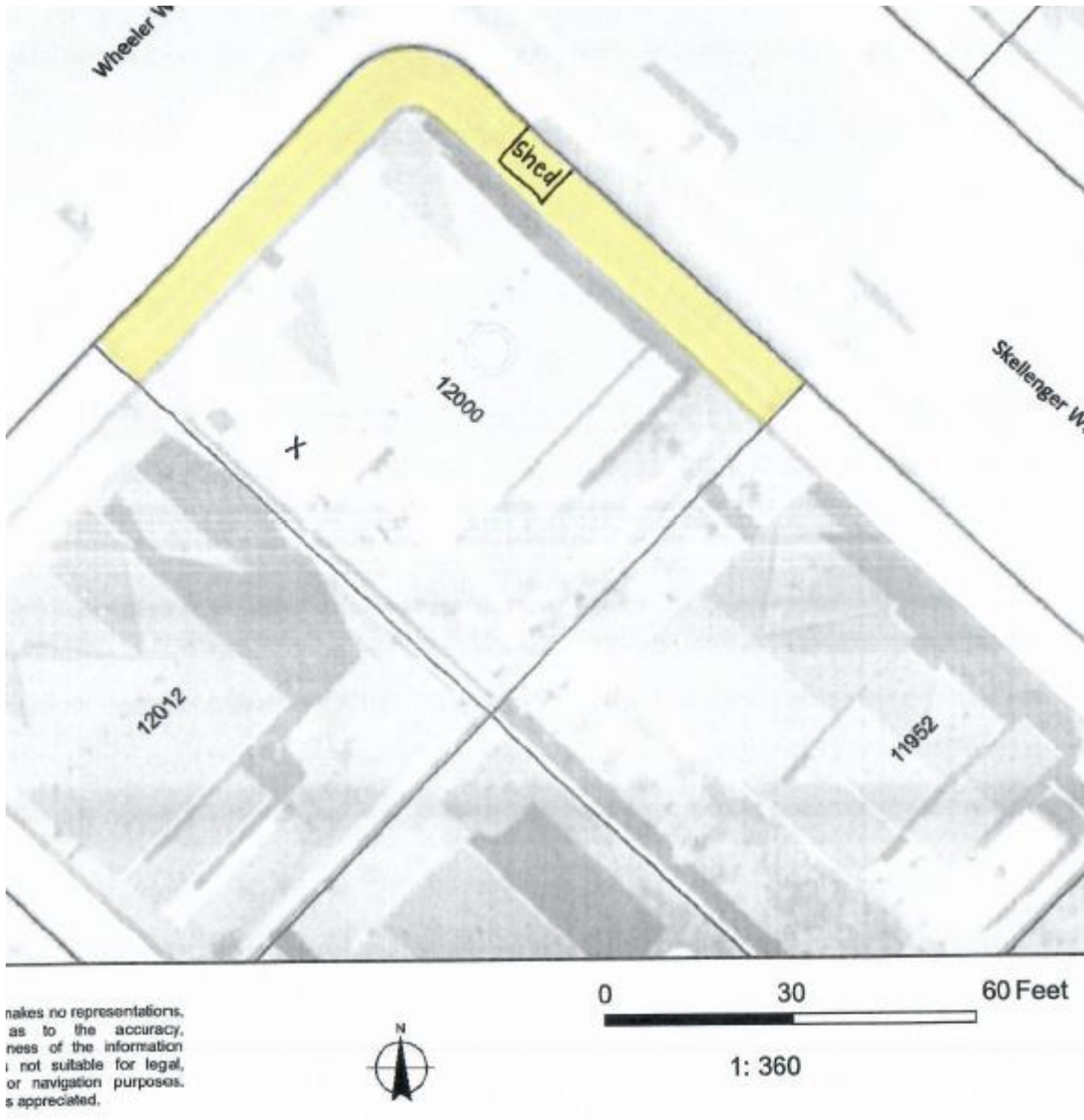
Nathaniel Lee

Printed Name

31 August 2022

Date

Exhibit "A"





250 SW Taylor Street
Portland, OR 97204

503-226-4211
nwnatural.com

July 27, 2022

Nathaniel Lee
12000 Wheeler Way
Oregon City, OR 97045

Dear Mr. Lee:

Our records show that our natural gas pipeline is outside of the proposed location for your new shed at the address of 12000 Wheeler Way, Oregon City, Oregon. NW Natural does not have an issue with the shed being proposed within the Public Utility Easement.

Please let me know if you need anything further from us.

Sincerely,

Stephanie Baxter

Stephanie R. Baxter
Risk and Land Agent
(503) 721-2470
Stephanie.Baxter@nwnatural.com



Portland General Electric Company

121 SW Salmon Street, 1WTC1302, Portland, Oregon 97204
www.PortlandGeneral.com

Item 7a.

June 28, 2022

Nathaniel and Angela Lee
12000 Wheeler Way
Oregon City, OR 97045

Greetings:

PGE doesn't have facilities in the PUE in the location of the constructed shed (below in photo). We do not anticipate that we would need the PUE in that area for future use.



Thank you,

A handwritten signature in cursive script that reads "Teresa Jefferis".

Tereasa Jefferis
Property Services Specialist
Portland General Electric Company
503-793-7511 | Tereasa.Jefferis@pgn.com

Josh Wheeler

From: Nathaniel Lee <ntlee66@gmail.com>
Sent: Thursday, November 10, 2022 11:04 AM
To: Josh Wheeler
Subject: Fwd: Underground lines
Attachments: image001.png

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here's what Comcast sent me finally.

Nathaniel Lee

----- Forwarded message -----

From: Cram, Kevin <Kevin_Cram@comcast.com>
Date: Thu, Nov 10, 2022, 11:01
Subject: Underground lines
To: ntlee66@gmail.com <ntlee66@gmail.com>

Hello,

I am unable to find any underground lines at 12000 Wheeler way for comcast. Other than the service drop to the house and mainline in the front corner of the property. I have included pictures of our mapping for reference.



5/09/2022

Nathaniel Lee
12000 Wheeler Way
Oregon City, OR 97045

VIA E-MAIL ntlee66@gmail.com

**SUBJECT: Utility provider to verify there are no utilities under shed/structure.
Vacation/abandonment of right-of-way under shed/structure.**

APN: 01814647

To Whom It May Concern:

Beaver Creek Cooperative Telephone Company (BCT) has reviewed the request for the subject vacation/abandonment for 12000 Wheeler Way and has determined that it has no objections with respect to the areas proposed to vacate at the subject property. It is the intent and understanding of BCT that this notice shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if BCT facilities are found within the vacated area as described, the Applicant will relocate the facilities at Applicant's expense and within guidelines set by BCT and all regulating entities. All relocations will be done under the supervision of a BCT Inspector.

Supporting documentation attached as exhibits.

Regards,

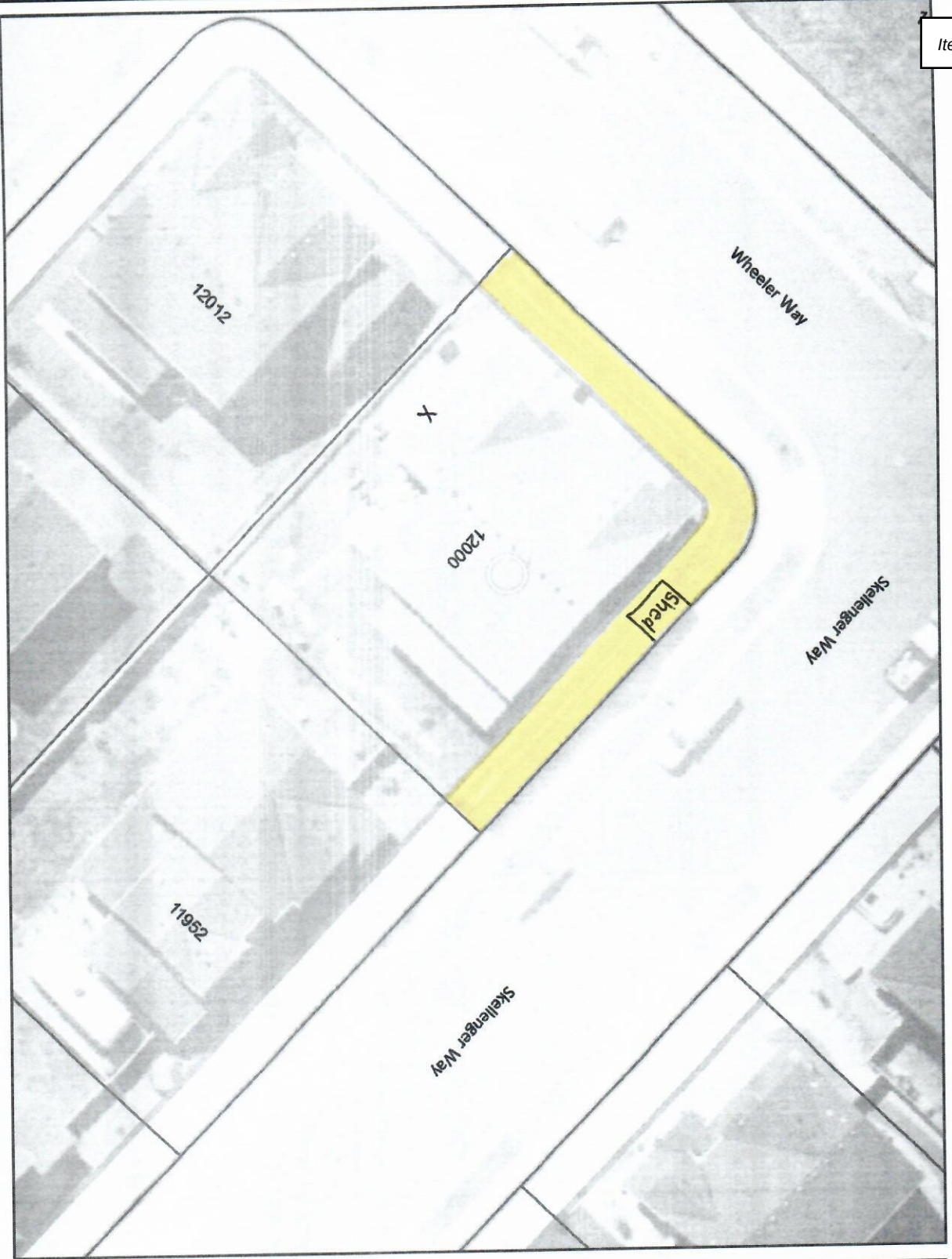


Eric Kehler
RCDD, OSP, RTPM
Director of Plant and Field Operations
p: 503.266.8111



Partnering for the Future
A shared resources model for rural telecoms

Oregon City GIS Map



Legend

- ☐ Street Names
- ☐ Taxlots
- ☐ Taxlots Outside USB
- ☐ Unimproved ROW
- ☒ Easements
- ☐ City Limits
- ☐ USB
- ☐ Basemap

Notes

Overview Map



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



0 30 60 Feet

1 : 360



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 4/18/2022







INVOICE (INV-00017045)
FOR CITY OF OREGON CITY

Item 7a.

BILLING CONTACT

Nathaniel Lee
12000 Wheeler WAY
Oregon City, OR 97045



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00017045	04/21/2022	05/01/2022	Due	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
RWOBS-22-00008	ROW Long-Term Obstruction Application Review	\$56.00
	ROW Long-Term Obstruction Plan Review	\$120.00
	ROW Obstruction Resolution Doc Process and Admin	\$235.00
12000 Wheeler Way Oregon City, OR 97045		SUB TOTAL \$411.00

REMITTANCE INFORMATION

City of Oregon City
PO Box 3040
Oregon City, Oregon 97045

TOTAL **\$411.00**



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Finance Director Matt Zook

Agenda Date: 12/07/2022

SUBJECT:

Contract for Water Assistance Provisions between Clackamas County and City of Oregon City

STAFF RECOMMENDATION:

Approve the contract between Clackamas County and City of Oregon City to allow assistance to be received by Oregon City for the benefit of our water and wastewater customers.

EXECUTIVE SUMMARY:

The County recently reached out to the City to participate in the Low-Income Household Water Assistance (LIHWA) Program. The City would like to provide this opportunity to our water customers. Funding for this assistance comes entirely through the County to pay eligible customer outstanding water fees due to the City.

BACKGROUND:

The Low-Income Household Water Assistance (LIHWA) Program is designed to provide low-income households with assistance for their drinking water and wastewater services costs. Households who are at or below 60% state median income (SMI) are income eligible for the program. Required income documentation is similar to that of the Low-Income Home Energy Assistance Program (LIHEAP).

Eligible water and wastewater utilities include those that provide service to permanent residential communities. LIHWA assistance payments will be paid directly to these utilities on behalf of eligible households to reconnect services, avert disconnection of services, and pay past-due amounts and current charges. Households who pay their landlord or management agent for water and wastewater charges are encouraged to apply, as they may still be eligible for LIHWA assistance.

OPTIONS:

1. Approve the IGA and authorize the City Manager to execute the contract

BUDGET IMPACT:

Amount: \$0

FY(s): FY23, FY24

Funding Source(s): Entirely pass-through money from Clackamas County

CONTRACT FOR WATER ASSISTANCE PROVISIONS
BETWEEN
CLACKAMAS COUNTY
AND
CITY OF OREGON CITY

This Low-Income Housing Water Assistance (LIHWA) Program Agreement ("Agreement") is entered into by and between the Clackamas County ("Agency"), City of Oregon City ("Vendor"), and the Oregon Housing and Community Services Department, together with its successors and assigns ("Department"), (each a "Party" and collectively the "Parties") under the following terms:

1. Entire Contract

- a) This Agreement is the mechanism by which all Parties can carry out the provisions of the Low-Income Household Water Assistance (LIHWA) Program.
- b) It is understood and agreed that the entire contract between the Parties is contained in this Agreement.
- c) This Agreement supersedes all previous commitments, promises, representations either oral or written, between the Parties relating to the subject matter hereof.
- d) The person signing this Agreement on behalf of the Vendor certifies and attests that the Vendor has the power and authority to enter into and perform this Agreement, and that the signor has full and complete authority to bind the Vendor.
- e) All the words and phrases used in this Agreement shall have the meanings given herein or as used in the LIHWA Program Requirements and other related requirements unless the context clearly requires otherwise.

2. Definitions

- a) Authorization means a form that contains the Eligible Household's account number, name of person applying for LIHWA assistance, name on the account, address of Eligible Household, and amount of the LIHWA Payment to be applied to the Eligible Household's account.
- b) Commitment means the initial communication that an Eligible Household has qualified for LIHWA Payments and serves as notice of the forthcoming Authorization.
- c) Eligible Household means a household receiving services from the Vendor that has been determined, by the Agency in accordance with LIHWA eligibility guidelines, to be eligible for a LIHWA Payment.
- d) LIHWA Payment(s) includes regular and crisis payments made by the Agency to the Vendor on behalf of Eligible Households for eligible drinking water and/or wastewater service charges (including reconnection charges, fees, penalties, or reduction of current charges and fees).

3. The Agency agrees to do the following:

- a) To assign a vendor number/business code to each Vendor after the Agreement is fully executed.
- b) To obtain an Eligible Household's consent through a Release of Information in order for the Agency to initiate two-way communication with the Vendor regarding Account information (such as current amount owed, status of service, and crisis situation indicators).
- c) To effectuate LIHWA Payments to the Vendor on behalf of Eligible Households, including:
 - i. Notifying the Vendor of Commitments through an agreed-upon format (i.e., direct portal input, written, oral, etc.),
 - ii. Notifying the Eligible Household of Commitments made to Vendor,
 - iii. Pursuant to Commitment, submitting payment to the Vendor promptly and no later than 45 days after Commitment issued, and
 - iv. Prior to receipt of payment, notifying Vendor of any changes to Commitments caused by federal or state law.
- d) To issue to Vendor a single check or Automated Clearing House (ACH) payment that includes benefits for all Eligible Households. A payment register precedes the check or ACH deposit. The register includes the names of the Eligible Households, the account names and numbers, the amounts to be applied to each account, and the addresses and counties of residence of the Eligible Households.

- e) To inform the Vendor in the case an Eligible Household is in crisis or life-threatening situation and speaking to the Vendor on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to such a discussion.

4. The Vendor agrees to do the following:

- a) To refer its customers to the Agency for assistance.
- b) To charge all Eligible Households using the Vendor's normal billing process.
- c) To charge all Eligible Households the price normally charged for drinking water and/or wastewater services supplied to non-eligible households, except for other billing assistance and/or discount programs.
- d) Not to exclude or discriminate against any Eligible Households with respect to cost of services, terms, deferred payment plans, credit, conditions of sale, or discounts and programs offered to non-eligible households.
- e) Not to treat any Eligible Households adversely because of receipt of LIHWA assistance.
- f) To continue to apply the regular drinking water and/or wastewater service charges and credits of payments in regular fashion, even in consideration of a Commitment or LIHWA Payment.
- g) To process all LIHWA Payments, on behalf of Eligible Households from the Agency, including:
 - i. Applying a credit notation to the Eligible Household's account as soon as the Vendor receives a LIHWA Authorization from the Agency.
 - 1. This credit can only be applied to water and wastewater related charges and fees.
 - 2. This credit cannot be applied to charges and fees including but not limited to police, streetlights, and garbage service.
 - ii. Applying and itemizing LIHWA Payments for all Eligible Households identified in the LIHWA Payment Register as directed by the Agency.
 - iii. Posting all payments to Eligible Household accounts promptly after being received, no later than the next billing cycle.
 - iv. If a LIHWA Payment cannot be credited to the Eligible Household's account, processing a refund, according to the Oregon LIHWA Vendor Refund Policies, directly to the Eligible Household within thirty (30) days.
- h) To discuss the Eligible Household's crisis or life-threatening situation with the Agency, speaking on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to the discussion.
- i) To cooperate with the Agency, once informed of the crisis or life-threatening situation and in receipt of a Commitment, to resolve the Eligible Household's situation related to drinking water and/or wastewater services with urgency.
- j) To comply with Oregon LIHWA Vendor Refund Policies, as described below in this Agreement.
- k) To maintain an accounting system and supporting fiscal records that represent the amounts and billing of drinking water and/or wastewater services provided to Eligible Households.
- l) To fully cooperate with the Department's and Agency's monitoring practices, including but not limited to providing requested documentation for Federal representatives or Oregon Secretary of State representatives within set time frames, as well as communicating with Department or Agency staff.
- m) To provide at no cost to the Department, Eligible Household, or Agency, written information on an Eligible Household's drinking water and/or wastewater services costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods, even when it may be from a prior occupant household.
- n) To provide at no cost to the Department or Agency, or an authorized agent to the Department or Agency, for the purposes of research, evaluation, and analysis, information on household drinking water and/or wastewater services costs and usage for Eligible Households.
- o) **Program Requirements:** Vendor agrees to timely satisfy all requirements of this Agreement, including all LIHWA Regulations or other forms of LIHWA federal guidance, as applicable, and all other applicable federal, state, and local statutes, rules, regulations, ordinances, and orders (all of the foregoing, as amended from time to time, collectively, the "Program Requirements") to the satisfaction of Department or Agency.

5. Termination

- a) This Agreement shall terminate upon the earliest to occur of the following events:

- i. A change in the requirements of applicable Federal or State regulations for LIHWA administration,
 - ii. A change in the state plan for administering LIHWA that affects the terms and conditions of this Agreement,
 - iii. Thirty (30) days' written notice of termination by any Party,
 - iv. Mutual consent of all Parties,
 - v. Any license or certificate required by law or regulation to be held by the Vendor to provide services outlined in this Agreement is denied, revoked, or not renewed, or
 - vi. The end of the LIHWA program year, which begins on January 1, 2022 and ends on September 30, 2023.
- b) This Agreement will terminate effective immediately upon determination by the Department that the Vendor is not in compliance with the terms of this Agreement, including the Program Requirements. The Vendor will be notified within ten (10) days of termination.
 - c) Termination by any Party shall not discharge any obligations owed by any Party to another or to an Eligible Household or any liability, which has accrued prior to termination.
 - d) The rights and remedies of any Party provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. Miscellaneous

- a) **Subcontracts:** The Vendor shall not enter into any subcontracts, beyond those already in place for normal and current billing operations, for any of the services provided under this Agreement without obtaining prior consent from the Department or Agency. The Vendor shall also provide the subcontract agreement(s) with this Vendor Agreement (see Attachment A).
- b) **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument between the Parties.
- c) **Execution and Counterparts:** This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- d) **Severability:** If any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
- e) **Assignment:** The Vendor shall not assign or transfer its interest in this Assignment without the express written consent of the Department and Agency.
- f) **Waiver:** The failure by any Party to enforce any provision of this Agreement shall not constitute a waiver by another Party of that or any other provision.
- g) **Independent Contractors/Workers' Compensation Coverage:** Vendor and Agency are independent contractors under this Agreement and both covenant, warrant, and affirm that neither they nor any of their agents, representatives or employees are an officer, employee, or agent of the other party. Vendor and Agency further covenant, warrant and affirm that they shall provide Workers' Compensation insurance for their prospective employees and require such by their subcontractors.
- h) **Indemnity:** Subject to any applicable limitations in the Oregon Constitution and the Oregon Tort Claims Act, each Party (the "Indemnifying Party") shall save, defend (consistent with ORS chapter 180), indemnify and hold harmless the other Party, the Department and each of their officers, agents, employees and members (the "Indemnified Parties") from all claims, suits or actions of whatsoever nature (collectively, "Claims") to the extent resulting from or arising out of the negligent or wrongful acts or omissions of the Indemnifying Party or its subcontractors, agents, or employees in its performance or non-performance of its obligations under this Agreement unless such Claims primarily result from the Indemnified Party or Parties' negligence, gross negligence or willful misconduct. In no event shall either Party be liable to the other for Claims in an amount more than \$50,000 per event.
- i) **Successors in Interest:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assigns, if any.
- j) **Force Majeure:** A Party shall not be held responsible for delay or default as a result of an event or action beyond its reasonable control, including without limitation, fire, riots, acts of God or war.
- k) **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- l) **Merger:** This Agreement constitutes the entire Agreement between the Parties. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties.

- m) **Mediation:** In the case the Parties become involved in a dispute regarding any part of this Agreement, the Parties shall submit to mediation prior to the commencement of litigation to enforce this Agreement. The mediator shall be an individual mutually acceptable to all Parties. Each Party shall pay its own cost for the time and effort involved in mediation and agrees to split equally the cost of the mediator. All Parties agree to exercise best efforts and act in good faith to resolve all disputes.
- n) **Eligible Household Information Confidentiality:** Due to the obligations outlined in this Agreement, all Parties will have access to Confidential Information of Eligible Households, including but not limited to household member names, social security numbers, addresses, account numbers, account payments and balances, and income information. All Parties shall use appropriate safeguards to prevent the disclosure of Confidential Information to unauthorized third parties (which excludes, for example, compliance with applicable Public Records Laws or as required by an official court order), and shall prevent employees, agents or subcontractors from accessing, copying, disclosing or using any such Confidential Information.
- o) **Red Flag Rules:** All Parties agree to establish, maintain, and abide by reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft related to Eligible Households through the administration of LIHWA.
- p) **Funds Available and Authorized:** The Vendor understands and agrees that payment of amounts under this Agreement is contingent on the Department receiving appropriations or other expenditure authority sufficient to allow the Department and Agency to continue to make payments under this Agreement.
- q) **Effective Date and Duration:** This Agreement shall be effective upon execution by all Parties and shall remain in effect until terminated as described in the "Termination" section herein.
- r) **Further Acts:** Vendor will do, make, execute, and deliver all such further acts or writings as Department or Agency may require to protect the Department or Agency's rights under this Agreement.
- s) **False Claims Act:** The Parties acknowledge the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) a Party that pertains to this Agreement or LIHWA Payments for Eligible Households. The Parties certify that no claim is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Each Party further acknowledge, in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date(s) written below.

VENDOR:

By: _____ Date: _____

Print: Matt Zook

Title: Finance Director

Vendor Name: City of Oregon City

AGENCY:

By: _____ Date: _____

Print: Tootie Smith

Title: Chair, Clackamas County Board of Commissioners

Agency Name: Clackamas County

Oregon's Low-Income Household Water Assistance (LIHWA) Program Vendor Refund Policy

1. Credit Balances – Unless there is an event otherwise noted in this Refund Policy, all LIHWA Payments that create a credit balance remain on the Eligible Household's account until exhausted.
2. Ineligible Credit Balances - In the event that a LIHWA Payment cannot be applied to the Eligible Household's account, the remaining balance shall be returned to the Eligible Household within thirty (30) days after the Vendor receives the LIHWA Payment.
3. Deposits – All deposits and accrued interest become the property of the Eligible Household and shall be returned to the Eligible Household at the time specified in the deposit agreement in a manner consistent with applicable administrative rules, approved tariffs and other law.
4. Voluntary Closure and Moves - If the Eligible Household voluntarily closes the account that received a LIHWA Payment or moves to another service address that the Vendor does not represent, any credit balances resulting from a LIHWA Payment shall be refunded to the Eligible Household. If the Eligible Household moves to another service address by which the Vendor does represent, any credit balances resulting from a LIHWA Payment shall be transferred to the new address.
5. Inability to Locate Eligible Household – In the event that the Vendor is unable to locate the Eligible Household within one (1) year after service has been discontinued for any reason, any unused portion of a LIHWA Payment shall be returned to the Oregon Department of State Lands as unclaimed property.
6. Deceased Eligible Household – In the event a LIHWA Payment remains on the Eligible Household's account and the account is closed, the Vendor shall return the LIHWA Payment credit balance to the Department no later than the end of the program year. The Vendor shall submit a check to the Department with the notation of number six of this Refund Policy.
7. Return Address for Refunds to the State of Oregon – Mail refunds to:

OREGON HOUSING AND COMMUNITY SERVICES, ENERGY SERVICES SECTION
 ATTN: LIHWA PROGRAM REFUND
 725 SUMMER ST NE, SUITE B
 SALEM, OR 97301

Refunds must include the following information: Eligible Household name, Eligible Household address, Name of Agency that provided LIHWA Payment to Eligible Household, Date of LIHWA Payment to Vendor, Reason for the return.

8. Incorrect Payments – All Agencies and Vendors are required to review the LIHWA Payments register for accuracy. In the event an Agency makes a payment in error, the Agency must correct the error within thirty (30) days of the error's discovery and the Agency is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith. LIHWA Payments made in error must be corrected by the Agency and will be refunded from subsequent LIHWA Payments made to the Vendor. In the event the Vendor credits an account in error due to causes other than Agency error or otherwise misappropriates LIHWA Payments, the Vendor must correct the error within thirty (30) days of the error's discovery and is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith.

Drinking Water and/or Wastewater Utility Vendor Information

Vendor Name		
City of Oregon City		
Primary Contact Name	Primary Contact Phone	Customer Service Phone
Matt Zook	503-496-1525	
Primary Contact Mailing Address	Primary Contact Fax	Primary Contact Email
625 Center Street Oregon City, OR 97045		
Payment Contact Name	Payment Contact Phone	
Marce Berreth	503-496-1521	
Payment Contact Mailing Address	Payment Contact Fax	Payment Contact Email

Legal Name (For tax purposes)			
Oregon City, City of			
Taxpayer Identification Number (TIN)			
Type of TIN			
☒	Employer ID Number (FEIN)		Social Security Number (SSN)
	Individual Taxpayer ID Number (ITIN)		
Type of Entity			
	Individual/Sole Proprietor		Limited Liability Company
	Corporation	☒	Government Entity

Counties served (Please check all that apply)							
☐	Baker	☐	Douglas	☐	Lake	☐	Tillamook
☐	Benton	☐	Gilliam	☐	Lane	☐	Umatilla
☐	Clackamas	☐	Grant	☐	Lincoln	☐	Union
☐	Clatsop	☐	Harney	☐	Malheur	☐	Wallowa
☐	Columbia	☐	Hood River	☐	Marion	☐	Wasco
☐	Coos	☐	Jackson	☐	Morrow	☐	Washington
☐	Crook	☐	Jefferson	☐	Multnomah	☐	Wheeler
☐	Curry	☐	Josephine	☐	Polk	☐	Yamhill
☐	Deschutes	☐	Klamath	☐	Sherman		

Tribes served (Please check all that apply)				
☐	☐	Burns Paiute	☐	Confederated Tribes of Warm Springs
☐	☐	Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians	☐	Cow Creek Band of Umpqua Indians
☐	☐	Confederated Tribes of Grand Ronde	☐	Coquille Indian Tribe
☐	☐	Confederated Tribes of Siletz	☐	Klamath Tribes
☐	☐	Confederated Tribes of Umatilla Reservation		



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 12/07/2022

SUBJECT:

Personal Services Agreement with Century West Engineering for the Clairmont Area Waterline Replacement Project, Phase 2 (CI 22-010)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Century West Engineering in the amount of \$212,688 for design services, preparation of bid documents, and construction services for the Clairmont Area Waterline Replacement Projects, Phase 2 (CI 22-010).

EXECUTIVE SUMMARY:

The waterline replacement project will replace the existing old, undersized cast iron pipe with new ductile iron pipe. In addition, new water services, individual pressure-reducing valves, and new fire hydrants will be installed. The replacements will occur on Bedford Drive, Whitney Lane, and Autumn Lane.

BACKGROUND:

The waterlines being replaced have been identified in the 2012 Water Master Plan (CIP-7). These waterlines are undersized for the current and future needs of the neighborhood and the cast iron pipe has a history of leaks. The replacement of the pipes will increase fire flow capacity, improve water quality, and will complete the CIP-7 projects from the 2012 Water Master Plan.

The attached scope of work (Exhibit A) outlines the detail by which the project will move forward through the design process, solicitation of bids, and the construction phase.

The design is anticipated to be completed by March and the project bid and award by May 2023. Construction should be completed by December 2023.

Century West Engineering is a consultant on the City's Utility Infrastructure Shortlist to prepare bid documents for capital improvement projects.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$212,688

FY(s): 2022/23

Funding Source(s): Water Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

CLAIRMONT AREA WATERLINE REPLACEMENT PROJECT – PHASE 2 (CI 22-010)

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **CENTURY WEST ENGINEERING** (“Consultant”).

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2023**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City’s right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant’s performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **two hundred twelve thousand, six hundred eighty-eight dollars and no cents (\$212,688.00)**.

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

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

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

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

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

To the City:

City of Oregon City
13895 Fir Street
Oregon City, OR 97045
Attention: John M. Lewis

To Consultant:

Century West Engineering
5500 Meadows Road, Suite 250
Lake Oswego, OR 97035
Attention: Matt MacRostie

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

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

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

CITY OF OREGON CITY

By: _____

John M. Lewis, P.E.

Title: Public Works Director

DATED: _____, 20____.

By: _____

Anthony J. Konkol III

Title: City Manager

DATED: _____, 20____.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

CENTURY WEST ENGINEERING

By: _____

Name: _____

Title: _____

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

\\depot\Departments\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 22-010 Clairmont Waterline Replacement Project - Phase 2\CONSULTANT\Contract\PSA_Consultant - V2.docx

SCOPE OF WORK

This document summarizes the project scope of work, background and assumptions required to provide engineering services to support the reconstruction of multiple segments of existing water lines and appurtenances within the City of Oregon City. The City of Oregon City (Agency) has overall project management responsibility for this project with Century West Engineering (CWE) providing assistance with project management, design and engineering services, construction administration, inspection, and post-construction services.

Background Information

Personnel from the City of Oregon City Engineering and Public Works Departments have identified three different roadway segments intersecting Clairmont Way that are in need of replacement of the existing water mains and associated appurtenances. The City desires to have the replacement occur prior to roadway repaving as part of the City's PMUF program in 2024.

The proposed improvements are to include replacement of approximately 4,885 linear feet of the existing water lines with new 8" ductile iron water lines at the locations indicated below and illustrated in the attached Exhibit A. Construction is anticipated to occur in Summer of 2023 and the project includes WIFIA funding.

1. Bedford Drive: ~1,850 lineal feet of 8" DI pipe
2. Whitney Lane: ~1,775 lineal feet of 8" DI pipe
3. Autumn Lane: ~1,260 lineal feet of 8" DI pipe

Other improvements are assumed to include: new copper service lines, new water meters w/ PRV valves behind meter, new hydrants and air release valves at high points in main line.

CWE staff and sub-consultants will provide the following services for the design, bidding and construction phases of the project. The deliverables and assumptions are listed for each task. All work performed under this scope of work will be done in accordance with City of Oregon City design standards and supplemented with local, state, and federal standards when applicable.

Task 1 – Project Management
Task 2 – Research & Data Gathering
Task 3 – Preliminary Design (50%)
Task 4 – Final Design (90%, Final)
Task 5 – Bidding Assistance
Task 6 – Construction Period Services
Task 7 – Additional Services (CONTINGENCY)

CWE will complete the above tasks over the approximate seven-month project timeframe that is anticipated to extend from January 2023 through December 2023.

Task 1 - Project Management

The consultant shall provide management, coordination, and direction to the project team throughout the project to meet budget, schedule and project objectives.

1.1 Administration

- 1) Maintain project records, budgets, schedule and communications for the duration of the project.

- 2) Process and submit monthly billing with a summary of project status by task and subtask. Include supplemental project status report that identifies percent complete vs percent spent, major ongoing tasks, anticipated upcoming work items and potential project issues/concerns.
- 3) Biweekly recurring phone call with the City to review status of tasks, schedule, and budget.
- 4) Direct and coordinate the work of all subconsultants.
- 5) Develop and administer QA/QC protocols.

1.2 Meetings

- 1) Organize and attend the kickoff meeting with City staff. This meeting, which will include the City Project Manager (PM), CWE PM and CWE Engineer, will introduce the subject pipe segments, planned project tasks, and schedule. This meeting is assumed to be in-person and includes travel time.
- 2) Organize and attend up to three (3) meetings with City staff. Meetings assumed to include redline review discussion following milestone submittals (Concept/50%/90%) or can be used for technical team meetings unrelated to redline review meetings, as needed.

Task 1 Assumptions

- 1) Meetings are assumed to be up to one hour plus travel time if necessary.
- 2) CWE to provide agenda and meeting minutes for meetings.

Task 1 Deliverables

- 1) Monthly invoices, including invoice summary spreadsheet in PDF format
- 2) Minutes for meetings with City staff
- 3) Project schedule

Task 2 – Research & Data Gathering

2.1 Research and Site Visit

The Consultant will visit the site with City staff to walk the site, discuss existing conditions and review in detail the project area. The Consultant will review available record drawings, GIS, franchise utility maps and other information for existing utilities in the project vicinity.

2.2 Topographic Survey

Perform topographic surveying along extents of waterline replacement limits. Topographic survey mapping will include the following elements:

- 1) Including all improvements (curbs, buildings, bus stops, signs, etc.)
- 2) Surface observations shall extend out to proposed cleanout locations and be sufficient to produce contours at 1' intervals.
- 3) Trees 6" DBH and greater
- 4) Storm inverts for catch basins along curb line
- 5) Storm & Sanitary manholes upstream and downstream of site with invert elevations
- 6) Underground utilities per public utility locate request
- 7) Above ground utilities (vault lids, clean outs, etc.)
- 8) Vertical Datum: NAVD 88
- 9) Horizontal Datum: Oregon North State Plane Coordinates
- 10) Engineer site visit to field check the topographic survey
- 11) Orthorectified Photo of project limits for use in concept plan and as plan background
 - a) Set Aerial Control Targets for controlling photo to ground control survey.
 - b) Fly site with UAV aircraft performed by FAA PART 107 certified Pilot
 - c) Process and Output Orthorectified photo.

2.3 Utility Coordination

Coordinate with and inform franchise utility owners throughout design phase. Provide plans, and conflicts anticipated with those designs if necessary, at project design submittal milestones.

- a. It is anticipated that CWE PM and CWE PE will participate in one (1) utility coordination meeting at the project site.
- b. Coordinate and provide up to two (2) days of pothole locating to obtain additional utility depth and identification within project limits. Assume approximately 12 pothole locations, including traffic control.

Task 2 Assumptions

- 1) No private utility locating will be required outside of right-of-way.
- 2) Adjacent property side lines will be shown approximately based on records and/or GIS linework (not surveyed).
- 3) Right-of-Way will not be staked/marked and a survey will not be filed with the County.
- 4) The Consultant will provide flagging and traffic control as-needed for potholing field work.
- 5) Century West will meet onsite with the potholing subconsultant during the first day of field work to verify locations, traffic control expectations, etc.

Task 2 Deliverables

- 1) FINAL Topographic survey base map in AutoCAD format.
- 2) Utility potholing data.

Task 3 – Preliminary Design (Concept, 50%)

The subtasks below shall be provided to support the delivery of the Concept and Preliminary Design construction contract documents.

3.1 Conceptual Layout

Prepare conceptual design and to clearly describe the extents of the waterline work to be performed and identify preliminary alignment of proposed water main. Design efforts are anticipated to include the following:

- 1) Prepare a design base map in Autodesk Civil 3D 2022.
- 2) Prepare conceptual design roll map to indicate initial waterline alignments for review/discussion with City staff. Roll map to be over orthorectified aerial image.
- 3) Identify water main pipe size(s), pipe location(s) and approximate clearances from adjacent utilities.

3.2 50% Plans, Specifications and Estimate

Prepare construction plans, profiles, specifications, cost estimate and details to clearly describe the waterline work to be performed. Design efforts are anticipated to include the following:

- 1) Identify water main pipe size, location, depth, demolition limits and other applicable construction information for water main construction activities.
- 2) Depict necessary erosion control BMP's in accordance with 1200-C permitting requirements.
- 3) Traffic detours during construction shall be described in Special Provisions of the Contract Documents with specific requirements based upon City needs and MUTCD Standards. Plan sheets are not included.
- 4) Include City and ODOT standard drawings applicable to design.
- 5) Prepare the technical specifications Special Provisions following the 2018 ODOT/APWA (American Public Works Association) format. Update City-provided front end contract documents (General Conditions and Section 00100 special provisions) as applicable. The special provisions shall be submitted as a formatted, compiled word document for the 50% submittal.

- 6) Prepare quantity take-offs and detailed construction cost estimate using published unit bid history prices from the City and nearby relevant projects. Cost estimate pay items to coincide with applicable pay items from the technical specifications and any applicable special provisions. Assumptions used to develop cost estimate and any applicable contingency will be identified.

Task 3 Deliverables

- 1) Conceptual Design Roll Map(s) in PDF format. (size/scale as necessary for clarity)
- 2) 50% Preliminary Design Plans (22"x34") plans for review in PDF format. Plan sheets are anticipated to be completed at a scale of 1"=20'. Plan sheets anticipated:
- 3) Cover Sheet, Survey Control, Index, General Notes, Legend, Abbreviations, Key Map (3 sheets)
- 4) Waterline Plan/Profile Sheets (11 sheets)
- 5) Waterline Connection Detail Sheets (1-2 sheets)
- 6) Standard Details (3-4 sheets)
- 7) 50% Preliminary Construction Cost Estimate in excel and PDF format
- 8) One Word document and PDF version of the 50% Special Provisions.
- 9) Word documents(s) and PDF of the contract front-end documents.

Task 4 – Final Design (90%, Final)

The Final Design will include updates to the plan sheets indicated above based on City and applicable agency comments. Consultant shall include redline response memo addressing 50% comments.

Consultant shall update the special provisions and contract documents based on the 50% comments. At the 90% submittal, the special provisions and contract documents shall be submitted as a formatted, compiled word document. The word document will be sent as both tracked changes from the 50% submittal, and a clean word document. At the bid-ready submittal, the special provisions will be delivered in Word and PDF, with applicable signature sheets. Word and PDF of the bid-ready front end contract documents will also be provided.

Update quantity take-offs and refine detailed construction cost estimates at each milestone submittal.

Task 4 Assumptions

- 1) It is assumed that City review of the 90% submittal will last up to 1 week.
- 2) CWE to prepare bid documents and special provisions to 2018 ODOT/APWA Specifications using City-supplied bid documentation template.
- 3) CWE to submit plans and specifications to OHA for approval. Plan review fees to be paid by the City.
- 4) Traffic Control standard drawings can be included in the bid document appendices as a guide for Contractor to prepare their own site-specific traffic control plans.

Task 4 Deliverables

- 1) 90% Design Milestone:
 - a. Response memo to 50% redline review comments.
 - b. 90% Design Plans (22"x34") plans for review in PDF format.
 - c. 90% Special Provisions and front-end contract documents in Word and PDF format. Track changes versions to be provided.
 - d. 90% Construction Cost Estimate in excel and PDF format.
- 2) Final bid/construction-ready plans, specifications, erosion control plan and cost estimate:
 - a. Final Design Plans (22"x34") plans in PDF format, digitally signed by the Engineer of Record registered in the state of Oregon.
 - b. Final Special Provisions and front-end contract documents in Word and PDF format. Track changes Word version can be provided as necessary.

- c. Final Construction Cost Estimate in excel and PDF format.

Task 5 – Bidding Assistance

- 1) Prepare bid documentation including bid schedule and technical specifications.
- 2) Provide meeting agenda and conduct pre-bid meeting, as requested.
- 3) Respond to bidder inquiries.
- 4) Prepare addenda during the bidding process as necessary.
- 5) Compile bid tabulation spreadsheet.
- 6) Review bid pricing with City project manager during the protest period.
- 7) Assist City in bid award recommendation.

The Consultant will update the contract documents to include addenda items issued during the bidding process. Consultant will provide an electronic PDF version of “As-Bid” documents to the City.

Task 6 – Construction Period Services

Century West Engineering shall provide construction administration, inspection, and post-construction services for the Clairmont Area Waterlines project: Phase 2 (OC Project # CI 22-010). A Construction Manager (CM) and Resident Engineer (RE) will be provided for the duration of the project. It is assumed that the project construction period will be 12 weeks.

6.1 CONSTRUCTION ENGINEERING

General Administration of Construction Contract

Provide for and perform project administration and management activities. These activities will include the following:

- 1) Managing the project scope, schedule, and budget.
- 2) Coordinating during the project with City staff.
- 3) Billing with task breakdown and project summary reports highlighting work progress, upcoming project activities, unresolved issues, and current budget status, will be submitted to the City on a monthly basis.

Pre-construction Conference

- 1) Arrange, organize, prepare for, and conduct one (1) preconstruction conference. Attendees shall include the CM, RE, City staff, the Contractor, affected utility staff, and other parties with interest in the project construction. Meeting minutes will be prepared and distributed.
- 2) Obtain and review the project construction schedule from the Contractor prior to the pre-construction conference.
- 3) Provide the Contractor with five (5) sets of half size “Bid Set” documents.

Construction Progress Meetings

Construction progress meetings with Contractor, CM, RE, and City staff will be important to facilitate communication during the project. The CM will attend and facilitate weekly meetings over the anticipated 12-weeks of active construction. Tasks to be accomplished include assisting with resolving project difficulties, reviewing the progress of the work, and confirming that the work is proceeding in accordance with the contract documents.

Respond to RFIs

CM or RE to provide responses in a timely manner to Requests for Information (RFIs). It is assumed that up to five (5) RFIs will be issued for the project.

Change Orders Requests

Manage and provide responses in a timely manner and prepare necessary Change Orders (CO's) which shall include a cost estimate, cost/price analysis, description of work and schedule impacts. It is anticipated that a total of up to two (2) change orders will be processed during the project.

Submittal Review

CM to provide submittal responses in a timely manner. A tracking spreadsheet of all required submittals shall be prepared and provide to the Contractor at the pre-construction meeting. It is anticipated that approximately twelve (12) submittals will be reviewed, which will include material/product submittals and Traffic Control Plans (TCP).

Clarifications and Interpretations

CM to provide clarification and interpretation of the contract documents to the RE, Contractor, and City staff.

Pay Request Review

CM and RE shall review the Contractor's applications for payment and make recommendations for payment to the City. It is assumed that up to four (4) pay requests, including the final payment requests, will be received, and reviewed. Pay requests shall be prepared on City's standard forms.

6.2 CONSTRUCTION INSPECTION

The RE will provide on-site construction inspection through the construction period when active work is in progress. The RE will perform the following:

- 1) Prepare daily construction inspection reports and submit to the City on a weekly basis. Supplement the inspection reports with electronic photos taken as frequently in time and location along the project route as needed to document key features construction progress, techniques, equipment used and information that supports markings on record drawings. These reports will document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided to the construction contractor, weather conditions, equipment use, labor requirements, safety problems, and required changes.
- 2) Observe quality control activities.
- 3) Assist with quantity verification.
- 4) Review daily acceptance testing (all testing to be provided by the Contractor).
- 5) Report non-compliance issues to the CM.
- 6) Monitor Contractor's compliance with the TCP and the Erosion and Sediment Control Plan (ESCP).

For budgeting purposes, up to 480 hours of construction inspection by the RE will be provided. This assumes full day visits for 12 weeks.

6.3 PROJECT CLOSEOUT**Final Review and Inspection**

Prepare for and conduct a preliminary review and inspection of the project. Prepare a "punch list" of work items remaining to achieve final completion of the project and prepare for City acceptance. The City, CM, and the RE will conduct two (2) punchlist inspection walk-throughs (initial and final) to confirm all items have been completed. Advise the City and the Contractor of the dates for any warranty periods as established in the contract documents.

Claims Support

Notify the City of any potential or actual claims or protests by the Contractor. Coordinate with City staff and legal counsel as necessary regarding these matters. Provide additional services as requested to evaluate an unreasonable claim or an excessive number of claims submitted by the contractor or others in connection with the project or to assist the City in any legal matters associated with the above.

Record Drawings

Upon completion of construction, prepare and submit to the City redlined record drawings, based upon the construction records of the Contractor and RE.

Task 7 – Additional Services (CONTINGENCY)

The design contingency task has been included to accommodate design projects that are of higher complexity than standard. This contingency will only be included after approval of the City project manager.

All subconsultant fees included in the contract are budget allocations and are dependent upon the nature of work. Subconsultant services will be included in the budget based upon engineering judgement and following a discussion of risk and costs with the City project manager.

Anticipated subconsultant services may include the following:

- 1) Sewer Lateral CCTV – perform sewer lateral launch, as necessary, to verify size, location and depth of existing sanitary sewer laterals to analyze conflicts with realigned water mains. Assumed up to fifty-five (55) sewer laterals may require lateral launch cctv.
- 2) Subsurface Utility Engineering and Potholing – if potholing in excess of the 2 days provided as part of Task 2 is deemed necessary.



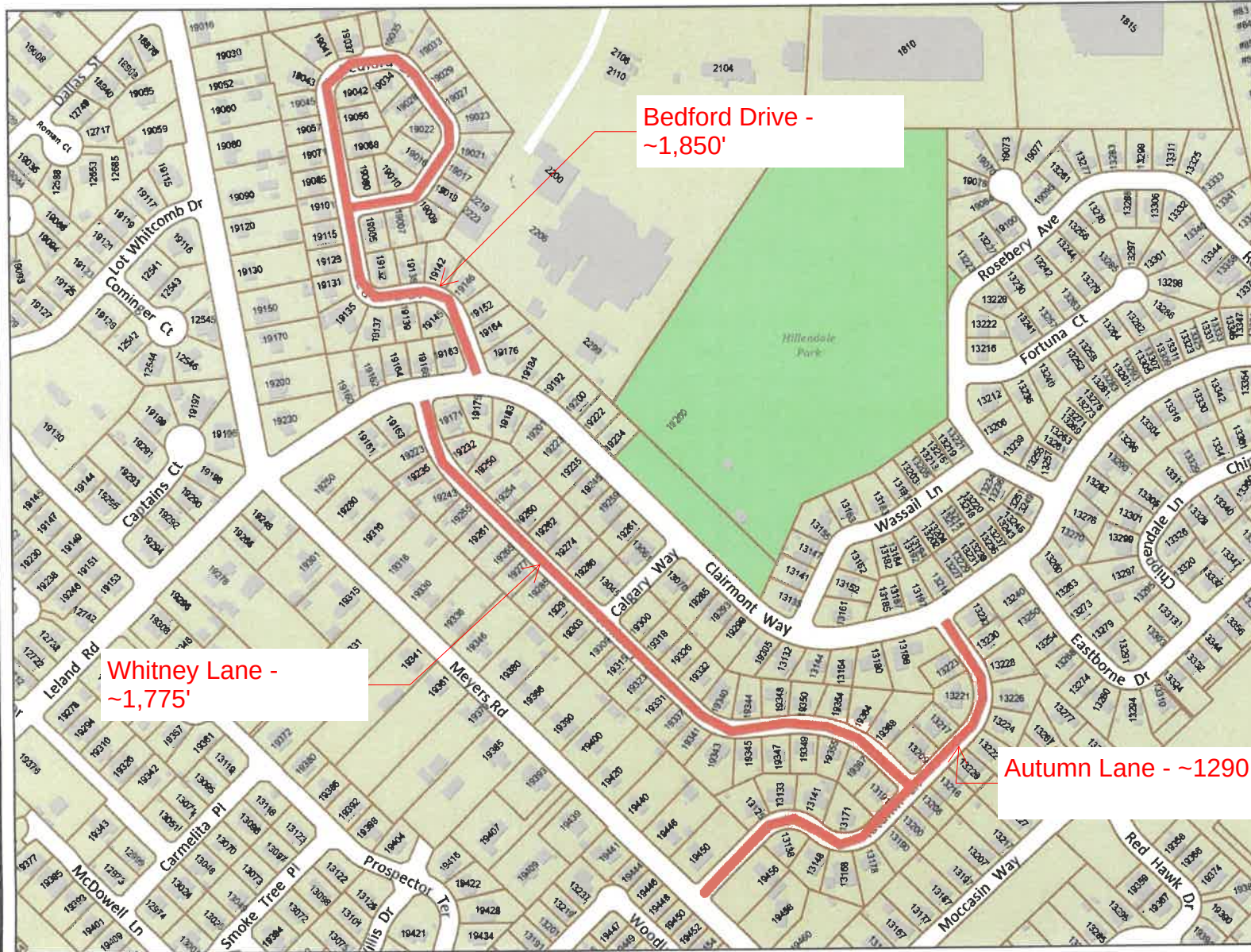
City of Oregon City
Clairmont Area Waterlines-PH 2, CI 22-010

Century West Engineering CWE Contract No. 41399.015.01 November 18, 2022	<i>Sr. PM/ Const. Manager</i>	<i>Project Engineer</i>	<i>EIT 1 / Resident Eng.</i>	<i>Project Coord. 1</i>	<i>Subconsultant Fees</i>	<i>Total Hours</i>	<i>Total Fees</i>
	\$220	\$137	\$104	\$85			
Task 1: Project Management 1.1 - Administration 1.2 - Meetings	32 16	8 16		6		46 32	\$8,646 \$5,712
Subtotal Task 1:	48	24	0	6		78	\$14,358
Task 2: Research & Data Gathering 2.1 - Research and Site Visit 2.2 - Topographic Survey 2.3 - Utility Coordination	4 1 4	8 4 12	8		\$26,420 \$10,000	20 5 16	\$2,808 \$27,188 \$12,524
Subtotal Task 2:	9	24	8	0	\$36,420	41	\$42,520
Task 3: Preliminary Design (Concept, 50%) 3.1 - Conceptual Layout 3.2 - Plans, Specifications and Estimate (50%)	4 16	8 36	16 96	4		28 152	\$3,640 \$18,776
Subtotal Task 3:	20	44	112	4	\$0	180	\$22,416
Task 4: Final Design (90%/Final) 4.1 - 90% Submittal 4.2 - Final Submittal	12 8	32 16	64 16	2		108 42	\$13,680 \$5,786
Subtotal Task 4:	20	48	80	2	\$0	150	\$19,466
Task 5: Bidding Assistance	6	8	12			26	\$3,664
Subtotal Task 5:	6	8	12	0	\$0	0	\$3,664
Task 6: Construction Period Services 6.1 - Construction Engineering 6.2 - Construction Inspection 6.3 - Project Closeout	84 6	48 12	40 480 16			172 480 34	\$29,216 \$49,920 \$4,628
Subtotal Task 6:	90	60	536	0	\$0	686	\$83,764
Task 7: Additional Services (Contingency)					\$25,000		\$25,000
Subtotal Task 7:	0	0	0	0	\$0	0	\$25,000
Expenses - Mileage, Printing, Recording Fees and Misc.							\$1,500
Subtotal Expenses							\$1,500
Subtotal Design (Tasks 1 - 5)							\$102,424.00
Subtotal Construction Period Services (Task 6)							\$83,764.00
Subtotal Additional Services (Task 7)							\$25,000
Total Hours	193	208	748	12		1148	-
Total Fees	\$42,460	\$28,496	\$77,792	\$1,020	\$48,920	-	\$212,688

EXHIBIT A - SURVEY AREA

Item 7c.

Oregon City GIS Map



Bedford Drive -
~1,850'

Whitney Lane -
~1,775'

Autumn Lane - ~1290

Legend

- Street Names
- Taxlots
- Basemap

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 11/1/2022



0 400 800 Feet

1: 4,800

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



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STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7c.

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7c.

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

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

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

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

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

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7c.

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

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

Item 7c.

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

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United

States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

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

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

24. Arbitration.

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

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

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

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

Item 7c.

and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a

signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

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



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 12/07/2022

SUBJECT:

Personal Services Agreement with Downtown Oregon City Association for the Elevator Staffing Services (PS 22-019)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Main Street Oregon City, DBA Downtown Oregon City Association (DOCA), in the amount of five hundred eighty-two thousand, four hundred nine and fifty-five cents (\$582,409.55) for providing three years of Elevator Operations Management and staffing services for the daily operations of the City of Oregon City's Municipal Elevator Staffing Services (PS 22-019).

EXECUTIVE SUMMARY:

The project consists of the daily management and operations of the City of Oregon City's Municipal Elevator. The elevator is in the historic area of the city and provides pedestrian transportation between the McLoughlin Neighborhood and the downtown area (Main Street). The Oregon City Municipal Elevator is unique in that it is one of only two municipal elevators in the world and is technically classified as a vertical street. The City has a long history of having the elevator staffed during all operational hours by elevator operators. While the staffing of the elevator has changed, the elevator operators serve as ambassadors to the City and provide tourism and community related information to visitors while also being available for routine facility cleaning, operation, and guardianship.

BACKGROUND:

The City owns and maintains the City's Municipal Elevator located at 300 7th Street. In 1991, the City had a contract with Five Star International to provide the staffing for the elevator. The contract with Five Star International ran through January 31, 2017, at which time the company elected to not pursue the City's opportunity for staffing services beyond the end of the contract term.

On October 21, 2022, and October 24, 2022, the City published our third (2016, 2019, 2022) RFP for a three-year contract for Municipal Elevator Staffing Services in the Portland Daily Journal of Commerce. This procurement was completed in accordance with City and State contracting procedures for Formal Selection Procedures. The RFP closed on November 10, 2022, and only one proposal was received. Since there was only one proposal, there was no formal review committee to review the proposal. Staff reviewed the proposal and determined the proposal to be responsive.

The attached scope of work (Exhibit A – Proposal Elevator Staffing Services) outlines the detail by which DOCA will deliver reliable and efficient operations of the Municipal Elevator while enhancing its value as a tourism asset. Generally, the proposal is consistent with past agreements with the addition of a Relief Manager to cover emergency calls 24 hours a day, 7 days a week, and an additional 260 hours of cab operator time to cover paid time off for elevator staffing, for holiday pay, and excused absences.

OPTIONS:

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

BUDGET IMPACT:

Amount:	\$582,409.55
FY(s):	2023 (12 months) \$188,160.20
	2024 (12 months) \$194,136.52
	2025 (12 months) \$200,112.83
Funding Source(s):	Transportation Fund (General Fund internal transfer reimbursement)

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

2023 – 2025 ELEVATOR STAFFING SERVICES

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **DOWNTOWN OREGON CITY ASSOCIATION** (“Contractor”).

RECITALS

A. City requires services that Contractor is capable of providing under the terms and conditions hereinafter described.

B. Contractor is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2025**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City’s right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Contractor’s performance that has not been cured.

2. Compensation. City agrees to pay Contractor on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **Five hundred eighty-two thousand, four hundred nine and fifty-five cents (\$582,409.55)**.

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

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

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

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

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

To the City:

City of Oregon City
13895 Fir Street
Oregon City, OR 97045
Attention: John M. Lewis

To Contractor:

Downtown Oregon City Association
814 Main Street
Oregon City, OR 97045
Attention: Liz Hannum

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

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

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

CITY OF OREGON CITY

DOWNTOWN OREGON CITY ASSOCIATION

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

By: _____

DATED: _____, 20____.

Name: _____

Title: _____

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

DATED: _____, 20____.

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

Exhibit A



Proposal

Elevator Staffing Services

November 8, 2022

Presented to:

Vance Walker
Assistant Public Works Director
Public Works Department, Operations
122 South Center Street
Oregon City, OR 97045

Prepared by:

Liz Hannum
Executive Director
Downtown Oregon City Association
dba Main Street Oregon City, Inc.
814 Main Street
Oregon City, OR 97045

Phone: 503-802-1640

Email: liz@downtownoregoncity.org



Vance Walker, Assistant Public Works Director
Public Works Department, Operations
122 South Center Street
Oregon City, OR 97045

Dear Mr. Walker:

Thank you for the opportunity to submit a proposal to renew services for staffing the elevator. Our board of directors and staff continue to be very excited about the synergies between the elevator's operation and our efforts to revitalize downtown Oregon City. In the last three years, despite pandemics, fires, ice storms, and rock slides, we have continues to provide consistent and reliable service.

The Downtown Oregon City Association is an established corporation with stable management and operating resources. We maintain an office on Main Street just 2.5 blocks from the elevator's Railroad Avenue entrance.

The Oregon City Municipal elevator is one of Oregon City's most important icons. Elevator Guides are often the first ambassadors that visitors to our city encounter. We are excited for the opportunity to renew our services and continue to build on the tourism that we've helped to foster.

The following proposal balances the prudent use of taxpayer resources, accounting for region-wide mandated minimum wage increase and the desire to attract and retain high quality talent. We hope it is clear that we are the most qualified to operate this National Register historic landmark.

Please feel free to reach out with questions. Thank you in advance for your consideration.

Sincerely,

Liz Hannum
Executive Director
Downtown Oregon City Association

Kelli Upkes
Board President
Downtown Oregon City Association

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QUALIFICATIONS OF FIRM

OVERVIEW

Main Street Oregon City, the Downtown Oregon City Association (DOCA), formed in 2009, is an award-winning 501c(3) charitable non-profit organization focused on the revitalization of Oregon City's 175-year-old downtown. DOCA is supported by a 9-member volunteer board of directors, volunteer committees, over 100 annual volunteers, and staff members working on a broad cross-section of projects; all designed to support a more vibrant community, preserve and restore Oregon City's historic civic center, and enhance the economic opportunity of Oregon City's citizens and entrepreneurs.

FOUR POINT APPROACH

As a nationally accredited Main Street® organization, DOCA subscribes to a four-point approach that is employed by over 1,500 successful United States community revitalization organizations. See below for a description of the four points:

- Promotion
- Design
- Economic Vitality
- Organization

PROMOTIONS, MARKETING AND TOURISM

- Oregon City's most prominent and favorite community events include the Oregon City Antique Fair and Vintage Market, First City Celebration, Cruise to Downtown Oregon City Car Show, and Oregon Trail™ Game 5k, Wine and Cider Walks. Downtown's civic events have over 27,000 attendees per year. Since its inception, the Oregon Trail™ Game 5k alone has had participants from twenty states and Canada.
- Ongoing social media, tourism, and event related marketing — DOCA staff collaborate with local and regional publications and support the region's tourism outreach efforts.
- Seasonal campaigns including Holiday Bingo, Small Business Saturday, Halloween, Women's History Month and many more – DOCA staff work to highlight downtown businesses during these promotions to increase sales and create resilient businesses.

DESIGN AND BEAUTIFICATION

- District cleaning. Over 1,000 hours per year of litter removal and cleaning are provided by the Clean Team and regular volunteer cleanups.
- Technical and financial support for business and property owners to improve their facades.
- Beautification of the Street Trees with year-round lighting
- Advocacy for the preservation of downtown's historic buildings and architecture.

ECONOMIC ENHANCEMENT AND RESEARCH

- Recruitment of businesses that reinforce Oregon City's unique character and public need.

- Projects that improve access to parking, develop mixed-use housing, and that support the future integration of the Willamette Falls Legacy Project.
- Forming partnerships that help incentivize public and private investment such as Clackamas County.

COMMUNITY SUPPORTED & FINANCIALLY RESPONSIBLE

- Hundreds of Oregon City residents have helped shape our program at annual visioning sessions and via community surveys.
- DOCA receives funding from a diversity of sources including grants, business and community members, fundraising, events, and sponsorships.

ALIGNED WITH OUR NON-PROFIT MISSION

At the heart of our approach is economic development through historic preservation. It is not unusual for organizations like ours to own or manage landmark buildings. Main Street organizations often assume pivotal roles in raising awareness and capital for major historic preservation projects. Staffing the Oregon City elevator aligns with our non-profit mission.

By providing staffing services, we are able to more tightly coordinate elevator operations with parking programs, events, and tourism. We are also able to more effectively advocate for its maintenance and preservation.

BOARD OF DIRECTORS

DOCA's volunteer board of directors has 9 voting members and two non-voting members. Directors serve 3-year terms.

PRINCIPAL STAFF

The principal staff assigned to fulfill the contract include DOCA's Executive Director, and the Visitor Services and Operations Manager

EXECUTIVE DIRECTOR, LIZ HANNUM

DOCA is led by an Executive Director who is employed by the Board of Directors. The Executive Director acts as the Chief Executive Officer and works in partnership with the other officers of the corporation. The Executive Director is ultimately responsible for implementation of the contract.

Liz joined DOCA as its Program Manager in 2018 and took over the Executive Director Position in 2019. She has a Bachelor of Arts from Bucknell University, and a Master of Arts in Economic Development from Clark University.

VISITOR SERVICES AND OPERATIONS MANAGER, WESLEY HANSON

Wesley has led operations of the elevator and management of the 9-part time employees since April 2022 but was an operator for more than a year prior to his promotion. Prior to joining DOCA to manage the elevator, Wesley was the regional retail manager for a national retail chain and has lots of experience managing people and merchandising.

RELATED SERVICES AND REFERENCES

DOCA has extensive experience managing projects in downtown Oregon City. The following are projects and services that demonstrate DOCA's familiarity of working with the City of Oregon City, the municipal elevator itself, as well as providing staffing and tourism services.

DOWNTOWN OREGON CITY CLEAN TEAM

In 2015, DOCA established the Clean Team which provides year-round litter removal and cleaning services. Currently, employs the Clean Team Associate four hours a day, five days a week.

Contact:

Jayson Thornberg
City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045

Phone: 503-657-8241

Email: jthornberg@orccity.org

OREGON CITY TOURISM SERVICES

DOCA has partnered with the City of Oregon City on two major tourism contracts. In 2015, DOCA was the fiscal agent for the Oregon City Tourism Strategy Plan. In 2018, DOCA partnered with the City's Economic Development department to work with a marketing firm to develop an Experience Based Tourism Product which was identified as milestone 1 in the approved Tourism Strategy Plan. DOCA secured a \$50,000 grant from Travel Oregon in support of the project on behalf of the city.

DOCA is a leader of Oregon City tourism and is uniquely qualified to enhance the elevator's role in tourism.

Contact:

Daniel Gering
Tourism Specialist
City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045

Phone: 503-496-1552

Email: dgering@orccity.org

OREGON MAIN STREET REVITALIZATION "GATEWAYS" GRANT

In 2017 DOCA received a \$100,000 grant to support improved gateways to downtown specifically through façade improvement support of White Rabbit Gifts and Black Ink Coffee and pedestrian safety, lighting, and beautification along Railroad Avenue. As the project manager for these different renovation and construction projects, DOCA managed a \$160,000 total budget.

Contact:

Danielle Walsh
Property and Business Owner

White Rabbit Gifts
503 Main Street
Oregon City, OR 97045

Phone: 503-314-1419

Email: danielledeewalsh@gmail.com

SUMMARY OF OPERATIONS PLAN

OBJECTIVES

DOCA's Operations Plan is to continue to deliver reliable, efficient and cost-effective operations of the Municipal Elevator while enhancing its value as a tourism asset.

STAFFING PLAN

DOCA will start the new contract with the existing elevator operators and manager and maintain staffing levels and service hours for the duration of the contract. Their excellent customer service for both tourists and locals commuting to work has been exceptional and will continue to improve as training continues.

The Visitor Services and Operations Manager will work .75 FTE in management of the elevator and will include 5 hours acting as operator of the cab. The previous 2 contract terms, the Visitor Services & Operations Manager was on call 96.25 hours per week (all of the hours that the elevator is open) without any days completely off. In response to a their need for 2 days a week without having to be on call, we've added a Relief Manager Position to this new contract to allow the Visitor Services Manager that 2 days off.

The Relief Manager position will work a shift for those 2 days and also act as the on call manager for the rest of the hours that the elevator is open during those two days. For example, on Friday the Relief Manager will work at the cab operator rate from 7am-2pm and then receive an on-call stipend for the time from 2pm-945pm. That stipend will be weekly and that rate will stay the same all 3 years of this contract.

The breakdown will be traded and available for reporting.

OPERATIONS MANUAL

DOCA will use the city-approved operations manual that was revised in 2019.

PERFORMANCE REVIEWS

All employees will continue to receive annual reviews. Performance criteria will be incorporated into City approved job descriptions.

MANAGEMENT PLAN

DOCA is able to leverage its existing professional staff to provide enhanced management of the elevator.

PROJECT MANAGEMENT

DOCA's Executive Director will be the Project Manager. She will have the responsibility of managing the contract and ensuring that a high level of service is provided.

The Visitor Services and Operations Manager will be responsible for hiring, training, and supervising elevator guides.

SERVICE EXPECTATIONS

The Executive Director will always be available to the City's Project Manager. The Elevator Services Manager will work closely with the city to ensure service expectations are fulfilled. Both the Elevator Services Manager and Executive Director will be available for regular meetings with city staff to discuss facility and operational needs so that issues are addressed, as much as possible, before they arise.

DOCA will continue to provide all services requested by the City, including:

1. Daily operation of Elevator during required hours.
2. Provide tourist information, discuss scheduled local events, hand out brochures, and give directions to local sites, museums, and amenities.
3. Report and coordinate with the City for needs and services to be provided by the City, e.g.: mechanical, electrical, building maintenance, trash removal, etc.
4. Preparation of detailed schedules including necessary City reviews and approvals.
5. Preparation of monthly reports on hours of operation, number of patrons served (daily, monthly, daily average).
6. Management plan to ensure compliance with the approved schedule and other service requirements.
7. Routine tidy work (e.g. sweeping, mopping, trash collection, minor window cleaning, wiping/dusting of walls and displays) around the elevator cabin, observation deck, and maintenance rooms.
8. Other related work as identified in the Request for Proposal (RFP) and contracted scope of work.
9. Working with the City to determine a "uniform" or other to identify operators as staff.

Any additional information needed by the City to ensure conformance with the requirements of the scope of work will be provided.

OPERATION PLAN

DAYS OF SERVICE

Per the RFP, services are to be provided seven days a week year-round except on major holidays. The elevator will not be operated on the following holidays, as per the existing operating schedule.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

SHIFT SCHEDULE & OPERATING HOURS

Per the RFP, the elevator will be operated on the following schedule. Shifts begin 15 minutes prior to operating hours and end 30 minutes after closing to allow for daily housekeeping and other tasks that cannot be completed during operating hours.

	<u>Operating Hours</u>	<u>Shift Hours</u>
Monday & Tuesday (Year Round)	7:00 AM to 7:00 PM	6:45 AM to 7:30 PM
Wednesday – Saturday (Year Round)	7:00 AM to 9:30 PM	6:45 AM to 10:00 PM
Sunday (Year Round)	10:00 AM to 7:00 PM	9:45 AM to 7:30 PM

<u>Staffed Hours Per Week Day*</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Week Total</u>
Year Round	12.75	12.75	15.25	15.25	15.25	15.25	9.75	96.25

Five hours a week of the Elevator/Visitor Services Manager's time will be dedicated to operating the cab.

Six holidays (91.5 hours annually) will be removed from the hour count for staff.

LENGTH OF SHIFTS, ACCOMODATION OF REQUIRED BREAKS

The elevator is not operated unless an Elevator Guide is physically in the cab. To comply with Oregon and federal laws, elevator operating shifts need to be carefully coordinated in order to minimize interruptions in service while providing shift schedules that are attractive to well qualified employees.

Meal Periods

DOCA will comply with all Oregon State Laws and provide coverage for any meal breaks.

Rest Periods

Oregon law requires that all non-exempt employees be offered a 10-minute rest period during the first six hours of work and subsequent periods for longer shifts. No exemptions apply to Elevator Guides. On critical operation days, DOCA will cover rest periods with other staff when schedules and time allows. For evening shifts, especially, the elevator will likely need to be not operated for a 10-minute period. DOCA will coordinate preferred 10-minute rest periods with the city.

During extended summer hours, as many as four rest periods will be required throughout the day.

PRICE PROPOSAL

SUMMARY

After six years of management of the elevator, DOCA has learned exactly how much time each duty takes and will use a similar method to determine the cost of service as the original proposal from 2016. This streamlines invoicing and helps the city anticipate a consistent monthly fee.

For operating year 2023, we are proposing an increase over the current calendar year to accommodate minimum wage rates increases. Current minimum wage is \$14.75 and will increase in July.

In order to obtain and retain talented and consistent guides and ensure the guides are paid a fair wage, our organization has consistently paid \$0.50 over minimum wage and propose to continue that into the next contract term.

Operating Year	2023	2024	2025	Total Contract Period
----------------	------	------	------	-----------------------

Direct Costs	\$144,738.61	\$149,335.78	\$153,939.95	\$448,007.35
Indirect Costs (30%)	\$43,421.58	\$44,800.73	\$46,179.89	\$134,402.20
Grand Total	\$188,160.20	\$194,136.52	\$200,112.84	\$582,409.55
Monthly Payment	\$15,680.02	\$16,178.04	\$16,676.07	

While these costs are an increase over the prior contract, we feel that they are fair and justifiable based on the actual operations manager job requirements and minimum wage mandated increases.

For a detailed justification of costs including a list of Billable Rates for future potential expanded hours, refer to Appendix A.

PAYMENT TERMS

The services will be invoiced monthly based on the average monthly rate and payable by the first of the following month. The services will be billed at the proposed monthly rate, with services for extended hours billed as authorized.

COMPLIANCE WITH TERMS AND CONDITIONS

DOCA agrees to comply with all terms and conditions required of the contractor. The required certification (Exhibit C) is enclosed in Appendix C.

SUMMARY

The Downtown Oregon City Association is able to offer qualified and capable personnel that meet the city's objectives. This contract is a logical expansion of our relationship with the City of Oregon City. We look forward to collaborating with the City to continue to enhance the visitor services as outlined in the RFP while providing safe and reliable operation of the elevator facility.

APPENDIX A – DETAILED BUDGET PROPOSAL

BASIC OPERATING COSTS

Direct Costs	Rate of Pay*	Number of Hours	2023	Minimum Wage Increase*	2024	Minimum Wage Increase*	2025	Total
Operations Manager	\$25.00	1,560	\$39,000.00	\$26.00	\$40,560.00	\$27.00	\$42,120.00	
Relief Manager weekly pay	\$150.00	52	\$7,800.00	\$150.00	\$7,800.00	\$150.00	\$7,800.00	
Cab Operator	\$16.00	4,914	\$78,616.00	\$16.50	\$81,072.75	\$17.00	\$83,529.50	
Sub-Total Wages		6,526	\$125,416.00		\$129,432.75		\$133,449.50	\$388,298.25
Other Payroll Expenses								
Social Security	6.20%		\$7,775.79		\$8,024.83		\$8,273.87	
Medicare	1.45%		\$1,818.53		\$1,876.77		\$1,935.02	
State Unemployment	3.30%		\$4,138.73		\$4,271.28		\$4,403.83	
Federal Unemployment	0%		0		0		0	
Workers Compensation	3.50%		\$4,389.56		\$4,530.15		\$4,670.73	
Sub-Total Other Payroll Expenses			\$18,122.61		\$18,703.03		\$19,283.45	
Total Personal Services			\$143,538.61		\$148,135.78		\$152,732.95	\$444,407.35
Other Direct Costs								
Supplies			\$1,200.00		\$1,200.00		\$1,200.00	
Total Other Direct Costs			\$1,200.00		\$1,200.00		\$1,200.00	
Total Direct Costs			\$144,738.61		\$149,335.78		\$153,932.95	\$448,007.35
Indirect Costs								
Supervision, Accounting, Payroll, Insurance and Related Administrative Costs (including incidental operator sick pay)	30%		\$43,421.58		\$44,800.73		\$46,179.89	
Total Indirect Costs			\$43,421.58		\$44,800.73		\$46,179.89	\$134,402.20
Grand Total Operations As Requested			\$188,160.20		\$194,136.52		\$200,112.84	\$582,409.55
Monthly Rate Billable to City			\$15,680.02		\$16,178.04		\$16,676.07	

BILLABLE HOUR RATES

The billable rates proposed are a 4% for COLA increase based on prior agreed rates.

SPECIAL EVENTS

For most cases, special events that require additional staffing hours either through extended operation or by providing supplemental staff to ensure uptime, security, and safety will be charged per the following rate schedule. DOCA requests that the city require all downtown special event permits be evaluated for additional staffing needs. DOCA can bill special event providers directly if the City prefers.

<u>Billable Rate</u>	<u>2023 Rate</u>	<u>2024 Rate</u>	<u>2025 Rate</u>
All DOCA Staff	\$42.91	\$44.84	\$46.85

EXTENDED EXPANSION OF SERVICE

If an expansion of service is consistent enough (such as amending the elevator operating hours or lengthy stair closures) that DOCA is able to develop a staffing plan that does not incur overtime, the following billable rates apply.

<u>Billable Rate</u>	<u>2023 Rate</u>	<u>2024 Rate</u>	<u>2024 Rate</u>
All Staff	\$35.40	\$37.81	\$38.29

APPENDIX B – PERSONAL SERVICES AGREEMENT

OREGON CITY PUBLIC WORKS

PERSONAL SERVICES AGREEMENT

2023-2025 ELEVATOR STAFFING SERVICES

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between:

CITY OF OREGON CITY ("City")

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: Vance Walker

and

Main Street Oregon City DBA Downtown
Oregon City Association ("Contractor")

Downtown Oregon City Association
814 Main Street
Oregon City, OR 97045
Attention: Liz Hannum

RECITALS

A. City requires services that Contractor is capable of providing under the terms and conditions hereinafter described.

B. Contractor is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until December 31 2025, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Contractor's performance that has not been cured.

2. Compensation. City agrees to pay Contractor on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed \$582,409.55.

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

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

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

6. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the

parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this eighteenth of November 8, 2022.

CITY OF OREGON CITY

Downtown Oregon City Association

By: _____

By: _____

Liz Hannum

Title: Executive Director

Title: _____

DATED: _____, 20__.

DATED: _____, 20__.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

By: _____

DATE: _____

Anthony J. Konkol III

Title: City Manager

DATED: _____, 20__.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

APPENDIX C – INSURANCE CERTIFICATION


**OREGON
CITY**

Public Works - Operations

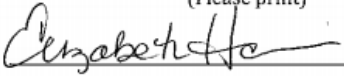
 122 South Center Street | Oregon City OR 97045
 Ph (503) 657-8241 | fax (503) 650-9590

STATEMENT CERTIFYING INSURANCE COVERAGE

The undersigned hereby certifies that the City's insurance coverage requirements described in the Standard Conditions to the City of Oregon City's Personal Service Agreement (Exhibit B) have been reviewed and will be obtained, and in full force, upon execution of a contract with the City. The undersigned further certifies that the specific Certificate of Liability Insurance shall be completed and submitted to the City with the execution of the contract.

Company Name: Main Street Oregon City DBA Downtown Oregon City Association

Authorized Representative: Liz Hannum
 (Please print)

Signature: 

Title: Executive Director

EXHIBIT C

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

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

Item 7d.

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

2. Payment.

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

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

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

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

3. Independent Contractor Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

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

Item 7d.

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

6. Payment of Laborers; Payment of Taxes.

(a) Contractor shall:

- (i) Make payment promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Agreement.
- (ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.
- (iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.
- (iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Contractor under this Agreement and, unless Contractor is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligation.
- (v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.
- (b) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Contractor by reason of this Agreement.

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

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

7. SubContractors and Assignment.

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

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

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

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7d.

Contractor shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

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

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

13. Indemnity and Insurance.

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

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

workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Contractors of Contractor shall maintain such insurance.

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

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

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

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

Item 7d.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

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

remain with Contractor. Copies as requested shall be provided free of cost to City.

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

24. Arbitration.

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

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

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of

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

Item 7d.

the Clackamas County Circuit Court.

jurisdiction's conflicts of law, rules or doctrines.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any



**OREGON
CITY**

Public Works

13895 Fir Street | Oregon City OR 97045
Ph (971) 204-4600 | Fax (503) 908-1128

REQUEST FOR PROPOSALS

for

2023 Elevator Staffing Services
PS 22-019

Proposals Due:
November 10, 2022
at 2:00 p.m.

Issuance Date: October 20, 2022

LATE PROPOSALS WILL NOT BE ACCEPTED

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SECTION 1 – GENERAL INFORMATION

1.1 Advertisement

The City of Oregon City seeks proposals from qualified contractors or individuals to provide staffing for the daily operations of the City of Oregon City's Municipal Elevator. The elevator is located in the historic area of the city and provides pedestrian transportation between the McLoughlin Neighborhood and the downtown area (Main Street). The Oregon City Municipal Elevator is unique in that it is one of only two municipal elevators in the world and is technically classified as a vertical street. The City has a long history of having the elevator staffed during all operational hours by elevator operators. The elevator operators serve as ambassadors to the City and provide tourism and community-related information to visitors.

Responsive bids will be accepted until **2:00 P.M. local time on November 10, 2022**, at the City of Oregon City Public Works Department, 13895 Fir Street, Oregon City, Oregon, 97045. Late proposals will not be considered. There will be no formal bid opening.

Solicitation documents may be obtained from the City's online plan center free of charge at <http://bids.orcity.org/>. Solicitation documents may be obtained by creating a new user account and registering for the project. General information including the planholder list is available to the public without registering.

All communication and correspondence pertaining to this Request for Proposal should be directed to the City of Oregon via the City's online bid document system. All questions and replies will be shared with all bidders registered on the site.

Each proposal must be submitted on forms prescribed by the City. Addenda, clarifications, and notices will be distributed through the City's online planholder system. Potential bidders are responsible for ensuring contact information is registered correctly and that email updates are being received and not being sent to spam folders. It is in the best interest of potential bidders to check the website periodically to ensure all updates are received. The City is not responsible for failure of bidders to receive notifications of changes or corrections made by the City and posted as stated above.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120(1). Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the Oregon City Municipal Code.

The City of Oregon City reserves the right to (1) reject any or all proposals not in compliance with public bidding procedures if it is in the best interest of the public to do so, (2) postpone award of the contract for a period not to exceed sixty (60)

days from date of proposal opening, (3) waive informalities in the proposals, and (4) to select the proposals which appear to be in the best interest of the City.

PUBLISH: Daily Journal of Commerce
October 21 & October 24, 2022

John Lewis
Public Works Director

1.2 RFP Schedule

RFP Released	October 20, 2022
Proposal Due	November 10, 2022, 2:00 p.m.
Staff Review of Proposals	November 10 – 11, 2022
Contract Negotiations	November 11 – 17, 2022
Planned Contract Award at City Commission	December 7, 2022

1.3 Submitting Proposals

Written proposals in response to this RFP must include three (3) hard copies and one (1) electronic pdf copy provided on a thumb drive. Proposals are due no later than **2:00 p.m. local time on Thursday, November 10, 2022**, and shall be delivered to **13895 Fir Street, Oregon City, OR 97045**. The proposal must be submitted in a sealed envelope, clearly marked as follows:

SEALED PROPOSAL – Due at 2:00 p.m. on Thursday, November 10, 2022
2023 Elevator Staffing Services, PS 22-019
Attention: Vance Walker

The outside envelope/box must also include the name and address of the bidding contractor.

Failure to clearly identify the proposal in the subject line may cause misrouting of the proposal and late delivery, resulting in disqualification.

Fax submissions or email copies will not be accepted. Proposals must be received by the date and time noted above. Submittals that are late, incomplete, or misdirected will be considered non-responsive, with no exceptions. The City of Oregon City relies on the City's computer system's clock to determine the correct time and is not responsible for any delays or difficulties experienced in the submittal of a proposal. Please do not wait until the last minute to submit your proposal.

1.4 Submitting Requirements

Written proposals in response to this RFP must include:

- A statement of the qualifications and experience of the contractor on projects similar in scope and nature, including the contractor's organization staffing.
- Names and qualifications of personnel to be assigned to the project.
- Names, qualifications, and experience of outside contractors, if proposed to be used on the project, and their degree of participation.
- Client reference from three (3) recent, related projects, including name,

address, and phone number of individuals to contact.

- Summary of operations plan for the project.
- Operations plan schedule.
- Contractor's hourly rate schedule for each classification of personnel to be assigned to the project including outside contractors.
- Not to exceed annual proposal value.

1.5 Public Records

Any material submitted by the proposer shall become the property of the City unless otherwise specified. During the evaluation of proposals and the selection of the Consultant, the proposals shall be confidential. After the selection process has been completed, the proposals shall be open to public inspection. Proposals should not contain any information which the proposers do not wish to become public. If it is necessary to submit confidential information in order to comply with the terms and conditions of this RFP, each page containing confidential information should be clearly marked "NOT FOR PUBLIC DISCLOSURE - CONFIDENTIAL TRADE SECRETS". The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and claims arising out of any public records request for such information shall be at the proposer's expense.

SECTION 2 – SCOPE OF WORK

2.1 General Project Overview and Purpose

The project consists of the daily operations of the City of Oregon City's Municipal Elevator. The elevator is located in the historic area of the city and provides pedestrian transportation between the McLoughlin neighborhood and the downtown area (Main Street). The Oregon City Municipal Elevator is unique in that it is one of only two municipal elevators in the world and is technically classified as a vertical street. The City has a long history of having the elevator staffed during all operational hours by elevator operators. The elevator operators serve as ambassadors to the City and provide tourism and community related information to visitors

HOURS OF OPERATION (YEAR ROUND)

The elevator is to be operating the following hours:

Monday –Tuesday	7:00 AM to 7:00 PM
Wednesday – Saturday	7:00 AM to 9:30 PM
Sunday	10:00 AM to 7:00 PM
Closed Holidays	

Additional extended hours are required during certain City events throughout the year such as the Antique Fair, Halloween, etc. These extended hours shall be charged on an hourly rate basis.

2.2 Scope of Professional Services and Responsibility

The services to be provided by the contractor shall include, but not necessarily be limited to the following:

- Provide a positive and courteous interaction with elevator riders and the community.
- Daily operation of elevator within required hours.
- Provide operators with City approved uniforms, with City approved logos.
- Provide tourist information, discuss scheduled local events, hand out brochures, and give directions to local sites.
- Report and coordinate with the City for needs and services to be provided by the City (i.e., mechanical, electrical, building maintenance, trash removal, etc.).
- Preparation of detailed schedules including necessary City reviews and approvals.
- Preparation of monthly reports on hours of operation, number of patrons served (daily, monthly, daily average).
- Management plan to ensure compliance with the approved

schedule and other service requirements.

- Routine tidy work (i.e., sweeping, mopping, trash collection, minor window cleaning, wiping/dusting of walls and displays around the elevator cabin, observation deck, and maintenance rooms).
- Other related work as identified in the Request for Proposal (RFP) and contracted scope of work.

2.3 City's Responsibility

The service to be provided by the City shall include, but not necessarily be limited to the following:

- Furnish available historic, tourist, and local event information, records, and data of existing operations.
- Provide personal service agreement.
- Administer personal service agreement.
- Provide all required maintenance.
- Provide telephone for administration.

SECTION 3 – PROPOSAL FORMAT, AND SELECTION

3.1 Proposal Format

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of the content.

The City, at its sole discretion, has the right to negotiate with any or all proposers regarding their proposals. Additionally, the City may reject or accept any or all proposals or parts thereof, submitted in response to this RFP.

The City recognizes that in the submittal of proposals, certain information is proprietary to the proposer and that the safeguarding of this information is necessary. Accordingly, the City will make every effort to prevent any disclosure of data supplied by any proposer where the proposer identifies those portions of its proposal that are proprietary. See Section 1.4, Public Records.

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

3.2 Content of Proposal

All proposals shall include information identified below and be presented in the order as indicated. An explanation of each item appears immediately in the following sub-sections.

3.2.1 Introductory Letter

The introductory letter shall include, but need not be limited to, the following information:

- Provide the following information for the project manager and for the officer authorized to represent the Contractor in any correspondence, negotiations, and sign any contracts: name of the contractor, signature, printed name, title, email, and telephone number.
- Provide a statement that the proposal is valid for ninety (90) days after the submission deadline.
- Brief statement of the proposer's understanding of the project and services to be performed.
- Brief statement on the proposer's opinion of the proposed schedule for the project.

3.3 Selection of Contractor

3.3.1 Selection Committee

The City's Selection Committee, anticipated to include the Assistant Public Works Director and Street Operations Manager, will review and recommend to the City Manager that the contract award be made to the proposer that is in the Committee's opinion, best qualified.

3.3.2 Rejection or Acceptance of Proposals

The City expressly reserves the following rights to:

- a. Disregard any or all irregularities in the proposals.
- b. Reject any or all of the proposals or portions thereof.
- c. Base award with due regard to quality of services, experience, compliance with the RFP, and other factors as may be necessary under such circumstances.
- d. Reject all proposals and readvertise at the City's sole discretion.

3.3.3 Selection Process

Contractor is chosen on a competitive basis. From the proposals received, the City will select the most qualified contractor that is the most responsive to the submittal requirements. Hourly rates and the overall proposal value will be the City's lead consideration. However, priority consideration will be given to the vendor with previous elevator operation experience. Qualified contractors unfamiliar to the City may be interviewed and further evaluated by the City. They will be evaluated based on their qualifications and experience on projects similar in scope and nature, on testimonials related to their responsiveness to service needs, and on their ability to perform the work.

The City will work with the contractor who is determined to be most competent and competitive to negotiate the final contract details. If such negotiations are not successful, the City will then enter into negotiations with the contractor determined to be the second most competent and competitive.

As part of the consideration for entering into a personal services agreement with the successful contractor, the contractor is required to sign an agreement including the indemnification and hold harmless language and to obtain insurance with an insurer or insurers satisfactory to the City as set forth in Exhibit B.

Exhibit C is a statement to be completed and returned with the proposal that certifies that the contractor has confirmed with its insurance carrier that it can meet all the requirements for insurance. All proposers must review the required insurance provisions with their insurance agents or brokers to ensure compliance.

Failure to meet the insurance regulations as set forth shall result in the proposer's loss of contract award.

A valid Oregon City Business License will be required to fully execute this contract. You may apply for an Oregon City Business License here:
<https://www.oregoncity.org/economicdevelopment/business-licenses>

3.3.4 Execution of Contract

The total cost for the Contractor services contract will require approval by City Commission. It is anticipated that the contract award will occur at the December 7, 2022, City Commission meeting. In order for this to occur, the scope of work and fee will need to be finalized by November 17, 2022. In the event the scope of work is not ready by that time, the contract award would occur at the December 21, 2022, meeting. The contract should be signed by the Contractor within one (1) week of City Commission award of the contract.

3.3.5 Protest of Proposer Selection

The City will post a Notice of Intent to Award on the City Bid Management System page at <https://bids.oregoncity.org/>. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the City no later than seven (7) calendar days after the date the Intent to Award is issued. The City will address all timely submitted award protests that are in accordance with OAR 137-048-0240(2).

Protests shall be in writing and physically received by the City no later than 2:00 p.m. on the seventh (7th) calendar day after the date of issuance of the Intent to Award Letter.

Address protests to:

PROTEST OF AWARD OF RFP FOR 2023 Elevator Staffing Services
 Attention: Vance Walker
 City of Oregon City
 13895 Fir Street
 Oregon City, OR 97045

Protests not filed within the time specified above, or which fail to meet the requirements of OAR 137-048-0240(2), shall be rejected.

Attachments:

- A. Exhibit A: Sample Personal Services Agreement
- B. Exhibit B: Standard General Conditions
- C. Exhibit C: Statement Certifying Insurance Coverage



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 12/07/2022

SUBJECT:

OLCC: Liquor License Application – Commercial Full On-Premises, The Coney Island Tavern, 1413 Washington Street, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for The Coney Island Tavern, 1413 Washington Street, Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Commercial Full On-Premises license for The Coney Island Tavern

BACKGROUND:

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

OPTIONS:

1. Approve the OLCC Application for The Coney Island Tavern – Oregon City
2. Deny the OLCC Application for The Coney Island Tavern – Oregon City

LIQUOR LICENSE APPLICATION

Page 1 of 3

Check the appropriate license request option:

☐ New Outlet | ☒ Change of Ownership | ☐ Greater Privilege | ☐ Lesser Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- ☒ Commercial
- ☐ Caterer
- ☐ Public Passenger Carrier
- ☐ Other Public Location
- ☐ For Profit Private Club
- ☐ Nonprofit Private Club

Winery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

Brewery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Brewery-Public House

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Grower Sales Privilege

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Distillery

- ☐ Primary location
- Additional tasting locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th ☐ 6th

☐ Limited On-Premises

☐ Off Premises

☐ Warehouse

☐ Wholesale Malt Beverage and Wine

INTERNAL USE ONLY

Application received: 09/09/22

Minimum documents acquired: 09/09/22

LOCAL GOVERNING BODY USE ONLY

City/County name:

Date application received:

Optional: Date Stamp

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied

Printed Name

Date

Return this form to:

Investigator name: L Tompkins

Email: lysa.tompkins@oregon.gov

LIQUOR LICENSE APPLICATION

Page 2 of 3

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:

JP NOVA CORPORATION

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see)

The Coney Island Tavern

Business phone number:

503-656-8557

Business email:

jpnovacorporation@gmail.com

Premises street address (The physical location of the business and where the liquor license will be posted):

1413 Washington St

City:

Oregon City

Zip Code:

97045

County:

~~Oregon~~ Clackamas

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065(1)):

16940 SE Huckleberry St

City:

Happy Valley

State:

OR

Zip Code:

97086

Does the business address currently have an OLCC liquor license? ☒ Yes ☐ No

Does the business address currently have an OLCC marijuana license? ☐ Yes ☒ No

APPLICATION CONTACT INFORMATION

Contact Name:

Joyce Peng

Phone number:

5039974470

Email:

jpnovacorporation@gmail.com

Mailing address:

16940 SE Huckleberry St

City:

Happy Valley

Zip Code:

97086

County:

Clackamas

Please note, liquor license applications are public records.

LIQUOR LICENSE APPLICATION

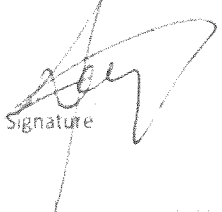
Page 3 of 3

ATTESTATIONS

By signing this form, you attest that each of the following statements are true. I understand the Commission may require a licensee to provide proof of any of the below or below referenced documents at any time.

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an un-waivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Joyce Peng		9/8/2022	
Print name	Signature	Date	Atty. Bar Info (if applicable)
Print name	Signature	Date	Atty. Bar Info (if applicable)
Print name	Signature	Date	Atty. Bar Info (if applicable)
Print name	Signature	Date	Atty. Bar Info (if applicable)



CITY OF OREGON CITY

CITY COMMISSION WORK SESSION

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, June 01, 2022 at 6:00 PM

CONVENE WORK SESSION AND ROLL CALL

Commission President McGriff convened the meeting at 6:04 PM.

PRESENT: 4 - Commissioner Frank O'Donnell, Commissioner Denyse McGriff, Commissioner Rocky Smith, Commissioner Adam Marl

STAFFERS: 11 - City Manager Tony Konkol, City Recorder Jakob Wiley, Interim Community Development Director Aquilla Hurd-Ravich, Asst. to the City Manager Lisa Oreskovich, Police Chief James Band, Finance Director Matt Zook, Library Director Greg Williams, Asst. City Engineer Josh Wheeler, Parks and Recreation Director Kendall Reid, Public Works Director John Lewis, Planner Kelly Reid

DISCUSSION ITEMS

1. Downtown Parking Strategy and Parking Study Results Discussion

Rick Williams with Rick Williams Consulting presented an update on Oregon City's Strategic Parking Management plan.

James Band, Police Chief asked for consultant recommendations on public versus private parking rates.

Mr. Williams said that to determine public parking rates for Oregon City would require establishing a market for public supply, which would include addressing the city's waitlist for public parking permits, potentially partnering with private businesses, and acknowledging the city's existing zone rate ranges. He strongly recommended an effective transition of current long-term downtown street parking into off-street locations. Mr. Williams said that most large cities have similar public and private parking rates and that, as Oregon City grows, public parking rates would be similar to private parking rates.

Commissioner McGriff mentioned salons whose services take more than two hours, causing some business loss for these organizations. Mr. Williams mentioned apps that allow you to add time to your meter and suggested future discussions be held regarding technological solutions for parking.

Chief Band asked if other cities are completely reliant on parking apps. Mr. Williams said more cities are moving towards apps, but some users still need meters, and no cities are kiosk-free.

Commissioner McGriff asked if the city had enough staff to enforce residential parking permits for spill over from the Bluff. Mr. Williams said that is a conversation that would be required with staff and that not much enforcement occurs currently on the Bluff due to staff size.

Kelly Reid, Planner said that upcoming stakeholder outreach and staff and consultant work will take place before the item is returned to City Commission.

Commissioner McGriff asked if Clackamas County employees were on the Transportation Demand Management (TDM) work group and if outreach had been done with County employees who park

downtown. Ms. Reid said County employees are on the work group and that she would reach out to the county.

Commissioner McGriff said many downtown employees are minimum wage restaurant workers and that subsidized parking for these employees would be useful. Mr. Williams said there are cities with lower income and lower wage parking programs.

ADJOURNMENT

Commission President McGriff adjourned the meeting at 7:04 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - 2ND REVISED DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, September 21, 2022 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Commission President McGriff called the meeting to order at 7:16 PM.

PRESENT: 3 - Commissioner Adam Marl, Commissioner Rocky Smith, Commissioner Denyse McGriff

EXCUSED: 1 - Commissioner Frank O'Donnell

STAFFERS: 9 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Economic Development Director James Graham, Police Chief James Band, Library Director Greg Williams, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Assistant City Recorder Angelique Nomie

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

- 3a. Certifying the August 23, 2022 Special Election Results, Delivery of the Certificate of Election, and Oath of Office

Motion made by Commissioner Smith, seconded by Commissioner Marl, to approve the certification of the August 23, 2022 Special Election results. The motion carried by the following vote:

Voting Yea: Commissioner Marl, Commissioner McGriff, and Commissioner Smith

Amy Lindgren, Municipal Court Judge, administered the Oath of Office to Denyse McGriff for the office of Mayor.

- 3b. Arch Bridge Celebration Day Proclamation

Mayor McGriff read the proclamation declaring October 1, 2022 as Arch Bridge Celebration Day.

- 3c. Hispanic Heritage Month Proclamation

Commissioner Marl read the proclamation declaring September 15, 2022 - October 15, 2022 as Hispanic Heritage Month.

4. CITIZEN COMMENTS

**City Commission Regular Meeting - 2nd
REVISED**

Minutes

September 21, 2022

Michael Brucker, resident of Oregon City, discussed removal of a tree on Logus Street and the need for a certified arborist on City staff.

Mike Mitchell, resident of Oregon City, discussed his views on the OC2040 Comprehensive Plan update.

Monica Wright, resident of Oregon City, discussed the cost of the permits for rebuilding her garage.

Tom Geil, resident of Oregon City, discussed the appearance of illegal procedures during a recent Planning Commission meeting. He asked for immediate review to find out if the vote was legal.

Bob Mahoney, resident of Oregon City, discussed the need for due process for land use processes. He agreed a review was necessary.

Bill Kabeiseman, City Attorney, reviewed the types of land use applications.

James Nicita, resident of Oregon City, discussed ambiguities and lack of clarity in appeal procedure and fee waiver. Since the Park Place neighborhood was likely to appeal an application, he asked that the fee be waived for any citizen who also wished to appeal or the Commission could call up the decision.

There was discussion regarding calling up the decision versus the fee waiver.

5. PRESENTATIONS

Mayor McGriff introduced Leah Sundquist, host mom with Aspect Foundation, and exchange student from Kazakhstan.

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

- 7a. Adding a Code Compliance Officer Position to the Code Enforcement Department
- 7b. Janitorial Services Contract with Independent People, Inc.
- 7c. Intergovernmental Agreement for Judicial Services
- 7d. Heritage Tree Failure and Removal for 412 Logus Street

Motion made by Commissioner Smith, seconded by Commissioner Marl, to approve the consent agenda. The motion carried by the following vote:

Voting Yea: Mayor McGriff, Commissioner Marl, and Commissioner Smith

8. PUBLIC HEARINGS

- 8a. Request for a Continuation of the Appeal of a 216-Unit Multi-Family Development at 14268 Maplelane Ct. (AP 22-00004; GLUA-22-00012; SP-22-00042; LL-22-00001; NROD-22-00008)

Christina Robertson-Gardiner, Senior Planner, said the applicant had requested a continuance.

Motion made by Commissioner Smith, seconded by Commissioner Marl, to continue the appeal of a 216-unit multi-family development at 14268 Maplelane Ct. (AP 22-00004; GLUA-22-00012; SP-22-00042; LL-22-00001; NROD-22-00008) to October 5, 2022. The motion carried by the following vote:

Voting Yea: Mayor McGriff, Commissioner Marl, and Commissioner Smith

9. GENERAL BUSINESS

9a. First Reading of Ordinance 22-1006, Creating the Oregon City Youth Advisory Commission

Tony Konkol, City Manager, discussed the details in the ordinance for the creation of the Oregon City Youth Advisory Commission.

There was discussion regarding the number of members.

Motion made by Commissioner Marl, seconded by Commissioner Smith, to approve the first reading of Ordinance 22-1006, creating the Oregon City Youth Advisory Commission. The motion carried by the following vote:

Voting Yea: Mayor McGriff, Commissioner Marl, and Commissioner Smith

9b. Second Reading of Ordinance No. 22-1005, Potential Code Change Adding an Abandoned or Vacant Property Registry

Mayor McGriff noted a written public comment was received about community involvement.

Motion made by Commissioner Smith, seconded by Commissioner Marl, to approve the second reading and final adoption of Ordinance No. 22-1005, potential code change adding an abandoned or vacant property registry. The motion carried by the following vote:

Voting Yea: Mayor McGriff, Commissioner Marl, and Commissioner Smith

9c. Discussion regarding Granting an Appeal Fee Waiver

Mr. Konkol reviewed the standing to appeal criteria in the code.

There was discussion regarding transparency and options.

Motion made by Commissioner Marl, seconded by Commissioner Smith, to waive all appeal fees for any appeal of the approval of GLUA 21-00045/MAS 21-0006/VIR 22-0001. The motion carried by the following vote:

Voting Yea: Mayor McGriff, Commissioner Marl, and Commissioner Smith

10. COMMUNICATIONS

11. City Manager

11a. Discussion of Appointment Process for the Vacant City Commissioner Position

Mr. Konkol discussed the process for filling the vacant City Commission position.

**City Commission Regular Meeting - 2nd
REVISED****Minutes****September 21, 2022**

There was discussion regarding interviewing candidates that were on the November ballot, expediting the process, and scheduling around Commissioner O'Donnell's leave.

There was consensus for the City Manager to contact Commissioner O'Donnell about his availability and discuss this at the next Commission meeting.

12. Commissioners

Commissioner Marl reported on the C4 meeting.

13. Mayor

Mayor McGriff discussed a future meeting with the City of West Linn.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 9:02 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, October 05, 2022 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff called the meeting to order at 7:20 PM.

PRESENT: 4 - Commissioner Adam Marl, Commissioner Frank O'Donnell, Commissioner Rocky Smith, Mayor Denyse McGriff

STAFFERS: 13 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Parks and Recreation Director Kendall Reid, Economic Development Manager James Graham, Executive Assistant to the City Manager Lisa Oreskovich, Chief of Police James Band, Finance Director Matt Zook, Library Director Greg Williams, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Assistant City Recorder Angelique Nomie, Senior Engineer Patty Nelson

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Election and Oath of Office for Commission President

Motion made by Commissioner Smith, seconded by Mayor McGriff, to nominate Commissioner Marl for Commission President. The motion carried by the following vote:

Voting Yea: Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith

Voting Abstain: Commissioner Marl

Commissioner Marl would be sworn in at the next meeting.

3b. Appointment of Willemjin Ilcisin to the Citizen Involvement Committee (CIC) as McLoughlin Neighborhood Association Representative

With the concurrence of the Commission, Mayor McGriff appointed Willemjin Ilcisin to the CIC.

3c. PRAC Member Appointments

With the concurrence of the Commission, Mayor McGriff appointed Emily Lisborg and Timothy Lainhart to the Parks and Recreation Advisory Committee. Mr. Lainhart's term would end in 2022 and Ms. Lisborg's term would end in 2023.

3d. Ruth McBride Powers Preservation Award and Presentation to Kari Freeman

City Commission Regular Meeting – REVISED Minutes

October 05, 2022

Mayor McGriff presented the Ruth McBride Powers Preservation Award to Kari Freeman for restoring and repairing the C.G. Huntley House.

3e. Proclamation for Indigenous Peoples' Day

Mayor McGriff read the proclamation declaring October 10, 2022 as Indigenous Peoples' Day.

4. CITIZEN COMMENTS

Sandra Toews, resident of Oregon City, was running for City Commissioner. She objected to the process for replacing Commissioner McGriff's seat and requested they remove the application process and postpone the appointment until after the election. The person who received the third highest number of votes should be given the empty seat.

Linda Neace, resident of Oregon City, thought there should be by-laws for the City Commission for replacing Commissioners. She thought the citizens should have an opportunity to give input and it should not be only the decision of the Commission.

Angela Kelly, resident of Oregon City, was concerned about the process of the Commission replacing the vacant seat. She thought the residents should have a say and that the decision should be made after the election. They should appoint the candidate who received the third highest number of votes.

Sue Leslie, resident of Oregon City, said the citizens wanted the opportunity to have a say in the appointment. She asked that they seriously consider what was requested.

Bill Kabeiseman, City Attorney, read from the Charter how the Commission had the sole authority to appoint vacancies. It was up to the Commission how that was done.

Colleen Hamilton-Cronley, resident of Oregon City, said citizens felt they were not being heard. Since it was at the Commission's discretion, she thought they could appoint the person with the third largest number of votes.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

Motion made by Commissioner Smith, seconded by Commissioner O'Donnell, to approve the consent agenda. The motion carried by the following vote:

Voting Yea: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, and Commissioner Smith

7a. Resolution No. 22-30, Adoption of the Oregon City Parklet Program

7b. Resolution No. 22-33, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 3 and Declaring an Emergency

7c. Amendment No. 3 to the Personal Services Agreement with RH2 Engineering, Inc. for

the Trillium Park Drive Roadway Abandonment Project (CI 21-003)

- 7d. Request Transfer of Two Vacant Foreclosed Properties on Trillium Park Drive from Clackamas County
- 7e. City Tree Removal located at Henrici Reservoir, 16025 S Henrici Road
- 7f. Minutes for the April 12, 2022 Work Session
- 7g. Minutes of the May 10, 2022 Work Session
- 7h. Minutes of the July 6, 2022 Regular Meeting
- 7i. Minutes of the July 20, 2022 Regular Meeting
- 7j. Minutes of the August 17, 2022 Work Session

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- 9a. Preliminary Urban Growth Boundary (UGB) Exchange Options Presentation from Metro Staff

Kristine Lewis, Metro Councilor, introduced the item.

Andy Shaw, Metro Planning Director, and Ted Reid, Principle Regional Planner, explained the continued focus on land readiness for housing and job growth, a map of past UGB expansions, the City of Tigard's proposal for a UGB exchange to provide a variety of housing, how potential exchange areas were identified, and next steps.

There was discussion regarding the impact on Oregon City in meeting their housing goals, recognition in writing of the City's contribution, locations in Oregon where this had been done before, constrained areas to consider, whether Tigard had shown it could not accommodate the needed housing within its current boundaries on vacant or underutilized land, and legal exposure.

- 9b. Request for Approval to Apply for United States Environmental Protection Agency's Water Infrastructure Finance and Innovation Act (WIFIA) Loan and Authorize the Expenditure of \$100,000 by the City Manager to Cover the Cost of the Application Fee for Water System Improvements

John Lewis, Public Works Director, introduced the item.

Patty Nelson, Senior Engineer, requested approval to apply for a loan and expenditure of \$100,000 for the application fee. She discussed the Water Capital Improvement Plan and funding, voter approval, election results and authority to borrow, federal funding opportunities, proposed WIFIA project package, City-wide benefits, and upper system transmission improvements.

Matt Zook, Finance Director, gave financial model highlights and a funding overview.

Ms. Nelson then discussed the application timeline and direction needed from the City Commission.

There was discussion regarding the application fee, how the \$100,000 would come from the Water Fund, benefits of the project to existing customers, and how the application fee would count towards the remaining closing costs.

Motion made by Commissioner Smith, seconded by Commissioner O'Donnell, to direct staff to apply for the United States Environmental Protection Agency's Water Infrastructure Finance and Innovation Act (WIFIA) Loan and authorize the expenditure of \$100,000 by the City Manager to cover the cost of the application fee for water system improvements. The motion carried by the following vote:

Voting Yea: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, and Commissioner Smith

9c. American Rescue Plan Act of 2021 (ARPA) Funding

Tony Konkol, City Manager, reviewed the projects that the Commission had selected for ARPA funding allocation. He asked for approval of the project list.

There was discussion regarding locations and funding for community meeting spaces.

Motion made by Commissioner Smith, seconded by Mayor McGriff, to approve the proposed ARPA funding project list. The motion carried by the following vote:

Voting Yea: Commissioner Marl, Mayor McGriff, and Commissioner Smith

Voting Abstain: Commissioner O'Donnell

9d. Second Reading of Ordinance 22-1006, Creating the Oregon City Youth Advisory Commission

Commissioner Marl and Mayor McGriff reported on the School Board meeting where this item was discussed.

Motion made by Commissioner Marl, seconded by Commissioner Smith, to approve the second reading and final adoption of Ordinance 22-1006, creating the Oregon City Youth Advisory Commission. The motion carried by the following vote:

Voting Yea: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, and Commissioner Smith

9e. Climate Friendly Communities Rulemaking Litigation

Mayor McGriff said they needed to decide if they wanted to join the lawsuit with the City of Springfield and other jurisdictions who were concerned about the requirements for climate friendly communities.

Mr. Konkol said they were asking for authorization to spend a maximum of \$10,000 and to sign an Intergovernmental Agreement with Springfield.

There was discussion regarding the City's contribution.

Motion made by Commissioner Marl, seconded by Commissioner Smith, to approve a maximum amount of \$10,000 for the Climate Friendly Communities rulemaking litigation and to authorize the City Manager to sign the Intergovernmental Agreement. The motion carried by the following vote:

Voting Yea: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, and Commissioner Smith

10. COMMUNICATIONS

11. City Manager

There was no communication from the City Manager.

12. Commissioners

Commissioner Marl asked for clarification on the next steps for the Youth Advisory Commission. Staff would bring back that information.

13. Mayor

Mayor McGriff reported on the bridge celebration and gifts exchanged between Oregon City and West Linn.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 9:05 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION WORK SESSION

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, November 16, 2022 at 6:00 PM

CONVENE WORK SESSION AND ROLL CALL

Mayor McGriff convened the meeting at 6:32 PM.

PRESENT: 5 - Commissioner Rocky Smith, Commissioner Mike Mitchell, Commissioner Frank O'Donnell, Commissioner Adam Marl, Mayor Denyse McGriff

STAFFERS: 8 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Police Chief James Band, Finance Director Matt Zook, Public Works Director John Lewis, Human Resources Director Patrick Foiles, Assistant City Recorder Angelique Nomie

DISCUSSION ITEMS

1. Diversity, Equity, and Inclusion Assessment by MGT Consulting

Lamont Browne with MGT Consulting gave a summary of Oregon City's Diversity, Equity, and Inclusion (DEI) Organizational Assessment.

Mayor McGriff asked how the city would integrate sustained DEI training. She suggested discussing this in future work sessions and goal setting sessions. She asked if documentation existed regarding the ethnic makeup of City staff.

Mr. Browne said that action plan meetings would be held on December 6, 2022 and December 13, 2022 to identify who would benefit most from what type of DEI training and to establish an internal capacity for future DEI training.

Commissioner Mitchell said it was surprising and troubling to learn of individual comments from minority groups in the city stating that they do not feel safe walking on the streets of their neighborhoods.

Commissioner Marl said he is looking forward to seeing what future recommendations the DEI committee has and that he appreciates the presentation given tonight.

ADJOURNMENT

Mayor McGriff adjourned the meeting at 7:02 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 12/07/2022
From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

First Reading of Ordinance No. 22-1009, Replacing the Oregon City Comprehensive Plan, OC2040 (LEG22-00003)

STAFF RECOMMENDATION:

Staff recommends the City Commission review the attached documents and approve LEG22-00003 adopting a new comprehensive plan.

EXECUTIVE SUMMARY:

OC2040 replaces the current Oregon City Comprehensive Plan (adopted 2004) by adopting a new Comprehensive Plan. The Comprehensive Plan is a “living” document; as demographics, economics, and technologies change, so do the priorities and needs of the community. Oregon City has seen significant economic and demographic change in the past 15 to 20 years. This update is intended to reflect those changes and reset the policy framework to align with community values. The attached findings demonstrate how the OC2040 Comprehensive Plan update is consistent with the applicable criteria established for updating a comprehensive plan. Those criteria are found in Chapter 17.68 of the Oregon City Municipal Code.

The Planning Commission recommend approval of LEG22-00003 a new Comprehensive Plan, OC2040 at their meeting on November 14, 2022.

BACKGROUND:

Overview

The Comprehensive Plan is a planning document that directs all activities related to land use and the future of natural and man-made systems and services in Oregon City over the next 20 years. The Comprehensive Plan helps manage expected population and employment growth through a set of goals, policies and implementation measures that align with the community’s vision. City leaders use the Comprehensive Plan to

coordinate public investments, establish the services a City provides, and make decisions about how and where land is developed.

All Oregon cities and counties are required to have a comprehensive plan that is consistent with Statewide Planning Goals. Once adopted, all of a City or County's community and area plans, zoning codes, permits, and public improvements are required to be consistent with the Comprehensive Plan.

Zoning and development code serve as the major implementation mechanism of the Comprehensive Plan. It is also implemented through area specific plans like the Thimble Creek Concept Plan and the South End Concept Plan and topic specific plans like the Transportation System Plan or the Sanitary Sewer Plan.

In addition to providing guidance to decision makers in areas of policy, the Comprehensive Plan is also used by public agencies, organizations, residents, businesses, and developers. The plan will periodically undergo a major review to reflect changing aspirations and values in the community. The last major update to Oregon City's Comprehensive Plan was done in 2004. More information can be found in the Introduction section of the draft plan.

Developing Goals and Policies

The goals and policies are a direct expression of the community's desires, as captured in a vision statement. Oregon City adopted a vision statement in August 2021 that influenced the development of goals and policies. The vision statement and process can be found in the section OC2040 Vision.

Development of the OC2040 plan was a two-year process that began with a community visioning effort that engaged over 1,000 Oregon City community members. Between the fall of 2020 and summer of 2021, Oregon City residents and business owners participated in numerous outreach and engagement activities to help identify common values and priorities for Oregon City's future. Engagement activities included community conversations, online surveys, interactive poster displays, and a social media vision board. To guide the process and provide broad perspective and consistent feedback, a 30-member project advisory team (PAT) was convened to represent a diverse cross-section of community interests and areas of expertise.

To vet the draft goal and policy statements developed through this process, an online Comprehensive Plan Forum was open to the public for two months in early 2022. During that time, City staff also met with City Committees to review the draft goals and policies. This feedback shaped additional revisions and were then presented through a series of work sessions to Planning Commission and City Commission for further refinement and inclusion in the final document.

Goals and policies are official statements from the City Commission that provide standards for applying land-use plan designations to real property and making decisions about specific development. A goal is a general statement of a future condition towards which actions are aimed. Each goal can have one or more policies that are concise

statements which provide a specific course of action. In implementation, each policy may lead to one or more action items, which is a statement of measurable activity or a more specific benchmark to be reached in pursuit of the policy.

The OC2040 Comprehensive Plan Update

The OC2040 Comprehensive Plan is organized around four themes outlined in the vision statement:

1. Healthy Community
2. Diverse Economy
3. Connected Infrastructure
4. Protected Environment

Each theme constitutes a chapter of the OC2040 Comprehensive Plan. Each chapter covers a broad variety of interconnected topics, all while meeting the requirements of applicable statewide planning goals. A matrix is included that compares Comprehensive Plan chapters to the Statewide Planning Goals.

When developing goal and policy concepts, an iterative, open, and transparent process ensured community priorities were captured through four Comprehensive Plan Summits, online surveys, and multiple meetings with the Project Advisory Team (PAT) to review, vet and refine the concepts. New and revised goals and strategies were also supported through a review of the existing Comprehensive Plan goals and policies, review of best practices, and input from City staff. Feedback from PAT members was particularly important to development of draft goals and policies; they have been involved with this project for more than 16 months and represent a diverse set of community interests.

At the Planning Commission meeting on November 14, 2022, the Planning Commission recommended approval with a vote of 4-0 (two members absent) with changes as suggested through public comment. A community member suggested the following wording revisions to Chapter 1 Healthy and Welcoming Communities:

CHAPTER 1

GOAL 2 Acknowledge, protect, enhance, and commemorate Oregon City's historic and art and cultural resources

POLICY 2.4 Identify and protect important art and cultural resources and historic amenities through programs, designation, interpretive signage, and other means to increase awareness and generate appreciation.

STRATEGY 2.4.A Support the preservation of Oregon City's historic resources through public information, advocacy and leadership within the community, and the use of regulatory tools and incentive programs.

STRATEGY 2.4.B Support the preservation and initiatives of Oregon City's art resources through public information, advocacy and leadership within the community, and the use of regulatory tools and incentive programs.

POLICY 2.5 Provide activities and programs for residents and visitors that weave together historic and art and cultural resources, education, and recreation. STRATEGY 2.5.A Recognize the value of diverse cultural and historic resources and modern civic amenities. Integrate educational and recreational opportunities with the City's preservation efforts.

All public comments received prior to the Planning Commission public hearing are attached to this staff report.

OPTIONS:

1. Approve the first reading of Ordinance 22-1009 adopting a new comprehensive plan, OC2040 with changes as recommended by the Planning Commission.
2. Approve the first reading of Ordinance 22-1009 with modifications by the City Commission.
3. Do not approve the first reading of Ordinance 22-1009 and continue the public hearing for LEG-22-0003 to a date certain.

ORDINANCE NO. 22-1009

AN ORDINANCE OF THE CITY OF OREGON CITY ADOPTING A NEW COMPREHENSIVE PLAN BY REPEALING THE 2004 COMPREHENSIVE PLAN AND REPLACING IT WITH THE OC 2040 COMPREHENSIVE PLAN, COMPREHENSIVE PLAN MAP, OREGON CITY URBAN RESERVES MAP, AND ANCILLARY DOCUMENTS

WHEREAS, Oregon Revised Statutes (ORS) 197.175 requires cities to prepare, adopt, and implement comprehensive plans consistent with statewide planning goals adopted by the Land Conservation and Development Commission (LCDC); and

WHEREAS, as required by 17.50.170- Legislative Hearing Process, a public hearing was held before the Planning Commission on November 14, 2022 to take testimony and evidence on the Comprehensive Plan; and

WHEREAS, over two years the City engaged with over 1,000 Oregon City community members to identify common values and priorities for Oregon City's future which led to an adopted vision statement that shaped OC 2040 Comprehensive Plan ("OC 2040"); and

WHEREAS, the Comprehensive Plan is a planning document that directs all activities related to land use and the future of natural and man-made systems and services in Oregon City over the next 20 years; and

WHEREAS, OC 2040 complies with Oregon City Municipal Code Chapter 17.68.020- Zone Changes and Amendments Criteria, existing goals for Citizen Involvement and Land Use, and the Statewide Planning Goals ; and

WHEREAS, the Planning and City Commissions both held public noticed work sessions to discuss, review and revise the Goals, Policies and Strategies of OC 2040; and

WHEREAS, the Planning Commission held one public hearing and based on the oral and written testimony they received, adopted minor revisions to the Comprehensive Plan and unanimously recommended approval to the City Commission, and

WHEREAS, adopting the OC 2040 Comprehensive Plan, Comprehensive Plan Map, Oregon City Urban Reserves Map, and Ancillary Documents is in the best interest of Oregon City to ensure that the goals and policies of the City can be realized.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City Commission adopts the OC 2040 Comprehensive Plan and all appendices as provided in Exhibit A and Exhibit B, hereby repeals and replaces the June 2004 Comprehensive Plan in its entirety including all public utility plans and other plans adopted by reference.

Section 2. The City Commission adopts the analysis and findings for LEG22-00003 to explain how Comprehensive Plan complies with applicable law.

Read for the first time at a regular meeting of the City Commission held on the 7th day of December, and the City Commission finally enacted the foregoing ordinance this 21st day of December 2022.

DENYSE C. MCGRUFF
Mayor

Attested to this day of ,

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Exhibits:

Exhibit A: OC 2040 Comprehensive Plan

Exhibit B: OC 2040 Comprehensive Plan Ancillary Documents



Item 8a.



OREGON CITY 2040 COMPREHENSIVE PLAN

LETTER FROM THE MAYOR

On behalf of the Oregon City Commission, it is a great pleasure to present Oregon City's OC 2040 Comprehensive Plan. The last time the city's plan was completely updated was in 2004. Oregon City was a very different place. The population was 28,000 and today it is about 38,000. We have been discovered!

This document is the collective work of over 1,000 citizens over a period of two years. Those comments, opinions, and thoughts were reviewed by the Project Advisory Team (PAT) who helped create a shared vision that supports all of our community members and equitability reflects our aspirations and supports our needs. The PAT was comprised of a large and diverse group of volunteers who helped craft a road map for our future. The creation of this OC 2040 vision and plan was about listening more than talking. It was about respecting and learning from our differences and diversity.

Our current community and our future community does and will support our "Hometown Feel", and heritage. We will continue to be a place that is safe and connected; where all types of families are welcome; where family-wage jobs and a variety of housing types/options are available; where people can walk to parks; where the environment is protected; and where businesses thrive.



We look forward to working with you to ensure Oregon City continues to be a great place to live, work, play, and visit for everyone.

Handwritten signature of Denyse C. McGriff in blue ink.

Our best regards,

Denyse C. McGriff, Mayor

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INTRODUCTION

What is a Comprehensive Plan?

The Comprehensive Plan is a planning document that directs all activities related to land use and the future of natural and man-made systems and services in Oregon City over the next 20 years. The Comprehensive Plan helps manage expected population and employment growth through a set of goals, policies and implementation measures that align with the community's vision. This framework of goals and policies is rooted in a factual basis that helps inform other critical planning documents and implementing tools that serve as a coordinated, overarching strategy for the community. City leaders use the Comprehensive

Plan to coordinate public investments and make decisions about how and where land is developed. Land use planning regulations and procedures connect the aspirations set forth in the vision and goal statements of a Comprehensive Plan to the administrative review process for development applications. This is the mechanism for translating a community's vision through land use planning operations. These procedures establish mechanisms for ensuring consistency between the goals and policies of the Comprehensive Plan with the development code, capital improvement plans, and infrastructure plans, among others.

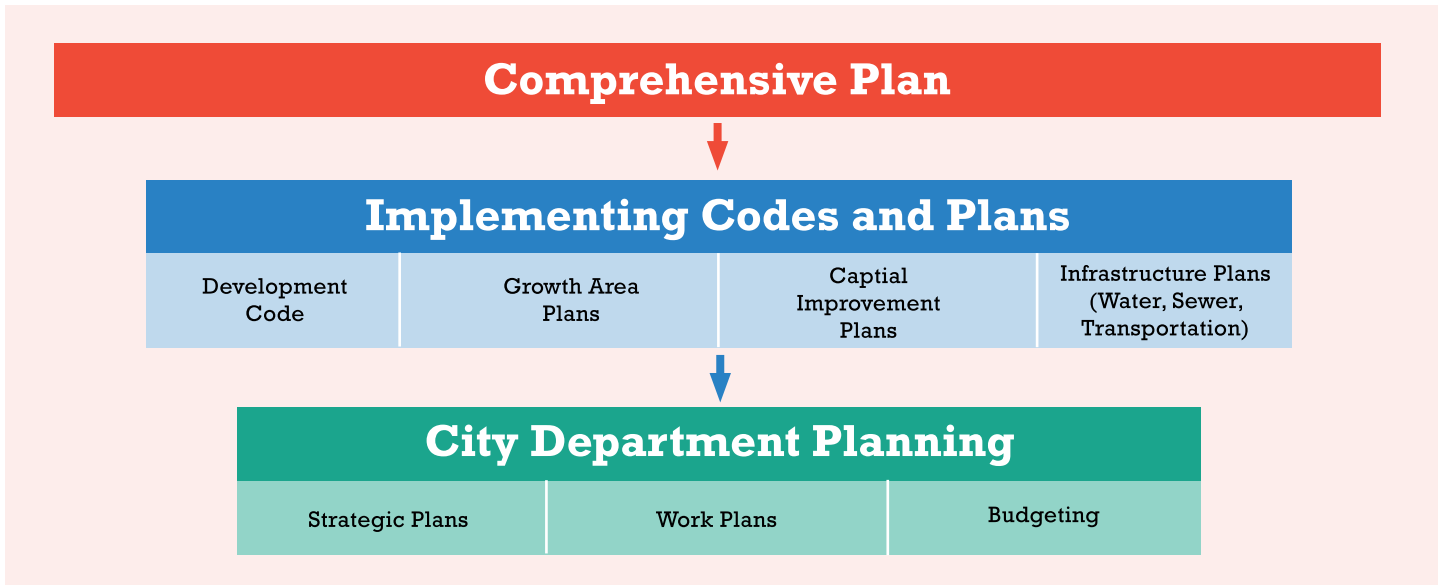


A Brief Overview of Oregon's Land Use Planning Requirements

Comprehensive planning in Oregon was mandated by the 1973 Legislature with the adoption of Senate Bill 100 (ORS Chapter 197). Under this Act, the Land Conservation and Development Commission (LCDC) was created and directed to adopt Statewide Planning Goals and Guidelines. These Goals and Guidelines were adopted by LCDC in December 1974 and became effective January 1, 1975.

To date, Oregon has adopted nineteen Statewide Planning Goals, and all Oregon cities and counties are required to have a Comprehensive Plan that is consistent with these Goals. Statewide Planning Goals include topics such as land use planning, citizen

involvement, housing supply, economic development, transportation systems, natural resources management, recreation, and more. Each Statewide Planning Goal includes a set of guidelines that, in conjunction with community priorities, help direct the content within Comprehensive Plans. Once adopted, all of a City or County's community and area plans, zoning codes, permits, and public improvements are required be consistent with the Comprehensive Plan. This structure ensures that cities and counties implement the State's policy goals first through the Comprehensive Plan, and then by more detailed supporting and implementing documents.



How are Comprehensive Plans used?

Zoning and development code serves as the major implementation mechanism of the Comprehensive Plan. LCDC Goals and Guidelines require “ordinances controlling the use and construction on the land, such as building codes, sign ordinances, subdivision and zoning ordinances” be adopted to carry out the Plan. Oregon City’s zoning map shows the type, location and density of land development and redevelopment permitted and may be updated to reflect the framework established by the Comprehensive Plan. The Comprehensive Plan is also implemented through area-specific and topic-specific plans, which guide public investments. Area specific planning efforts take place for a smaller part of the city, like a district or neighborhood, such as the Thimble Creek Concept Plan and the South End Concept Plan. Oregon City also adopts plans that are topic or infrastructure-specific, such as Transportation, Sanitary Sewer, and Water Master Plans. These plans contain many components, such as background information, assessment of existing conditions or system deficiencies, overarching goals or evaluation criteria, potential capital improvement projects, as well as strategies, code amendments, and land use or zoning map changes. These plans should follow the ethos of the Comprehensive Plan and should not contradict its goals. The components of area-specific or topic-specific plans either can be adopted by ordinance or resolution. They can also result

in an amendment to the Comprehensive Plan or its implementation tools to ensure they stay current over time. Area or topic-specific plans direct the work of a City’s departments, like Planning, Public Works and Parks and Recreation, through action plans and departmental budgeting.

Thirteen of the nineteen Statewide Planning Goals apply to Oregon City. These include:

- Goal 1: Citizen Involvement
- Goal 2: Land Use Planning
- Goal 5: Natural Resources, Scenic and Historic Areas, And Open Spaces
- Goal 6: Air, Water, And Land Resource Quality
- Goal 7: Areas Subject to Natural Hazards
- Goal 8: Recreational Needs
- Goal 9: Economic Development
- Goal 10: Housing
- Goal 11: Public Facilities
- Goal 12: Transportation
- Goal 13: Energy Conservation
- Goal 14: Urbanization
- Goal 15: Willamette River Greenway

All community members may use the Plan to:

- Support or advocate for specific programs in the City's work plan;
- Review and comment on proposed land use projects, infrastructure improvements, and public service provisions;
- Learn about planning topics, issues, and trends in Oregon City, as well as specific land use designations for their property and neighborhood; and
- Inform development of applications for grants or other funding.

Who uses the Comprehensive Plan?

In addition to its use by City Commission, appointed commissions, committees, boards, and City staff, a Comprehensive Plan should be designed to be used by individuals and groups, including public agencies, organizations, residents, businesses, and developers.

- **Public Agencies:** The State of Oregon and Metro may refer to the Comprehensive Plan when determining the consistency of a supporting document or development project. Service coordination partners, such as Clackamas County or the Oregon City School District, may also use the plan to determine whether a proposed requirement, project, or program is consistent with the Plan.
- **Organizations:** The Comprehensive Plan includes goals and strategies to address a variety of community needs. Private and nonprofit organizations may refer to the Comprehensive Plan to learn more about the City's planned actions and investments supporting their mission and may identify opportunities to collaborate for more effective efforts.

• Community Members:

- o *Property Owners.* The Comprehensive Plan describes the land use changes that may affect the form and character of neighborhoods, the strategies for attracting businesses that provide jobs and needed goods and services, and plans for infrastructure improvements that support existing residents and allow for future growth.
- o *Businesses.* The Comprehensive Plan includes the policies for guiding investments the City will make to support businesses and indicates where and how these investments will be made. Businesses may also refer to the Comprehensive Plan Map to determine how policy or land use changes may shape the business environment in an area.
- o *Developers.* Since the Comprehensive Plan guides where and how development may take place, developers may use the Comprehensive Plan to determine the land use designations for particular sites or areas. Certain projects are required to demonstrate consistency with Comprehensive Plan goals and policies. The Plan also contains or references background information that could inform a development application or the development process.



Elements of a Comprehensive Plan

In addition to goals and strategies for a broad range of topics, Comprehensive Plans are required to include other components. This includes technical analyses and background research to help set the policy framework, as well as implementing plans that provide detailed guidance for specific systems and geographies. While these analyses and background documents are generally incorporated in a Comprehensive Plan by reference, they provide a foundation for the development of goals and policies.

In addition to referencing a factual basis and establishing goals and policies, a Comprehensive Plan also includes a Comprehensive Plan map that spatially designates residential, employment, and mixed-use development and resource lands in a way that best implements the goals and policies included in the Comprehensive Plan.

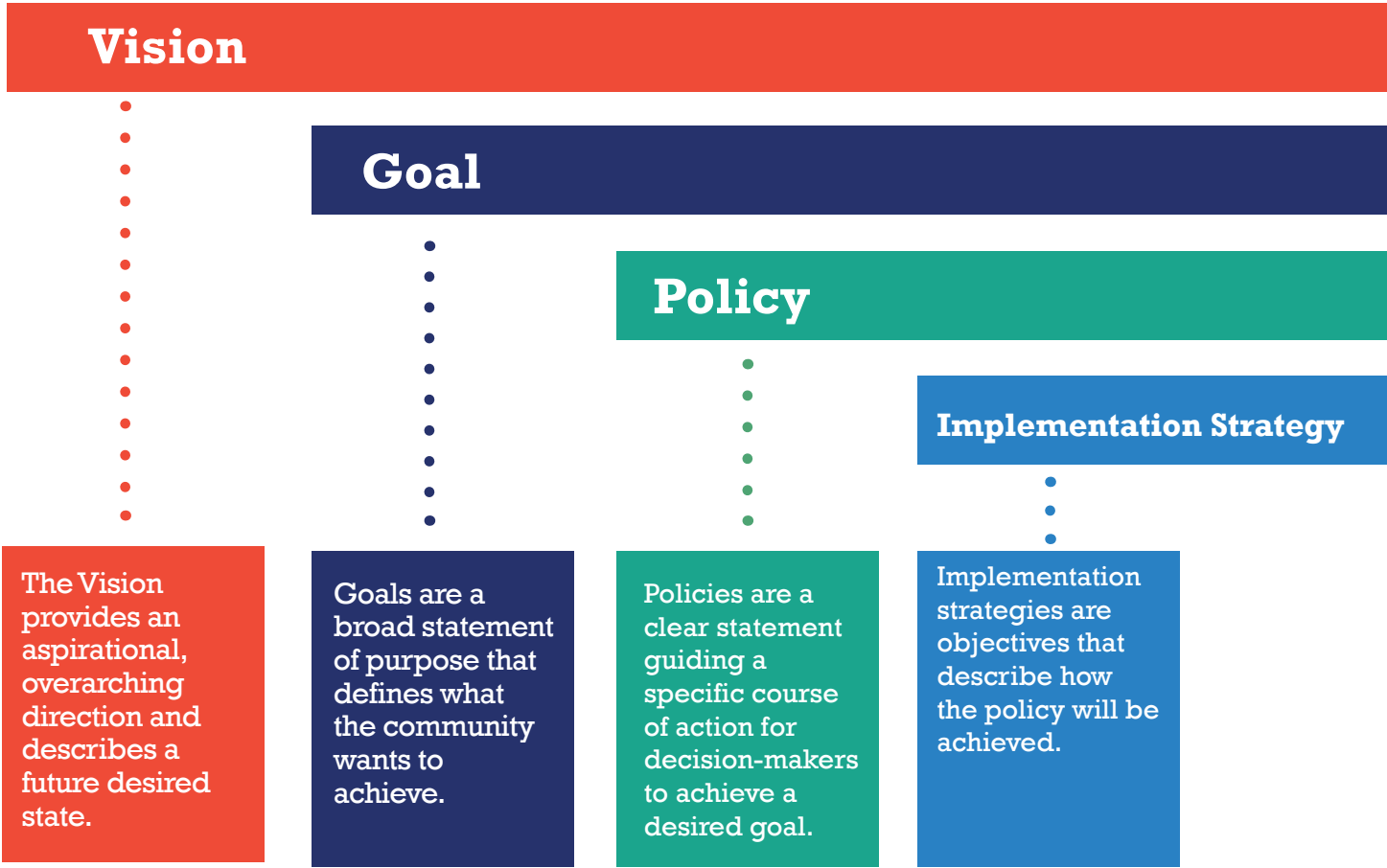
In terms of document organization, some communities prepare Comprehensive Plans that follow the order and title of the statewide planning goals, whereas other communities organize the document by broader topics relevant to their community.

Developing Goals and Policies

The heart of the Comprehensive Plan is the community's vision for the future. The goals and policies are a direct expression of the desires of the community, as captured in a vision statement, and are organized in a nested hierarchy.

Goals and policies are official statements from the City Commission that provide standards for applying land-use plan designations to real property and making decisions about specific development. A goal is a general statement of a future condition towards which actions are aimed. Each goal can have one or more policies, which are concise statements that provide a specific course of action. In implementation, each policy may lead to one or more implementation strategies, which is a statement of measurable activity or a more specific benchmark to be reached in pursuit of the policy. Implementation strategies can be included in Comprehensive Plans but are also established separately as part of a departmental action plan.

Because the Comprehensive Plan directs land use by law, there is no hierarchy implied in the order of the sections and none of the goals or policies has priority except as stated in particular policies. When used to make decisions, all relevant goals and policies must be accounted for and considered.



Why are we updating our plan now?

The Comprehensive Plan is a living document. As demographics, economics and technology change, so do the attitudes and aspirations of the community. The Plan will periodically undergo a major review as required by state law to assure it remains a relevant and workable framework for growth and development. If rapidly changing conditions warrant reconsideration of the Plan’s Goals and Policies every 10 years (generally), modifications may be initiated by the City Commission or Planning Commission. Any citizen or group may request the Council or Commission initiate a Plan amendment,

but formal direction for study may only come from these official bodies.

Not all Comprehensive Plan updates begin with a community-wide visioning process. However, communities like Oregon City that have seen significant economic and demographic change over a 15-20 year period will often initiate a broad community engagement effort to establish a new vision for the future, understand community priorities and reset the policy framework of the Comprehensive Plan.

OC2040 Vision

The OC2040 process engaged over a thousand Oregon City community members to understand what makes Oregon City special and what we want to see in the future.



Developing the OC2040 Vision

Between Fall 2020 and Summer 2021, Oregon City residents and business owners participated in numerous outreach and engagement activities around the OC2040 process. This included community conversations, an online survey, interactive poster displays around town, and a social media vision board. Paper copies of the online survey were available in apartment complexes around Oregon City, along with gift card incentives to local businesses for participants who completed surveys. All the engagement activities prompted participants to share what they love about Oregon City today and what they want to see in the future. Over a thousand community members engaged in the OC2040 process through these outreach activities.

Approximately 30 groups, clubs, committees and/or organizations met to discuss the future of Oregon City through community conversations, including:

- Three Rivers Art Guild (TRAG)
- Oregon City Farmers' Market Board
- Oregon City Business Alliance Board
- Abernethy Center employees
- The Fowler Family (3 generations of Oregon City residents)
- Building Blocks 4 Kids
- Elyville (formally Barclay Hills) Neighborhood Association
- Homeless Solutions Coalition of Clackamas County
- Oregon City Planning Commission
- Oregon City Parks and Recreation Advisory Committee
- Oregon City Historic Review Board
- Friends of the Ermatinger
- Downtown Oregon City Association
- Oregon City Development Stakeholder Group
- Park Place Neighborhood Association Transportation Committee
- Park Place Neighborhood Association Steering Committee
- River Crest Memory Care
- OCHS Student Council
- Oregon City Neighborhood Association Officers
- Natural Resources Committee
- CCC Associated Student Government Meeting 1
- CCC Associated Student Government Meeting 2
- Rivercrest Neighborhood - Elderly Residents
- Black Lives Matter Rally
- Unite Oregon City
- CCC Multicultural Center / International Students
- Oregon City Optimists Club
- Oregon City Parks Foundation
- Apartment Complex – rental units
- Village at the Falls



To guide the OC2040 Vision and Comprehensive Plan, a 30-member Project Advisory Team (PAT) was convened to represent a broad cross-section of community interests and areas of expertise. As a large and diverse body of appointed volunteers, the PAT was instrumental in guiding engagement efforts, reviewing community input, crafting the vision statement and the goals and policies of the new Comprehensive Plan. The PAT guided all work products and acted as liaisons to specific constituencies and interest groups to champion the OC2040 process.

Project Advisory Team:

Members of the Project Advisory Team included the following representatives and/or community advocates:

- Advocate for Persons with Physical Disabilities
- Clackamas Community College
- Rental Housing / Public Assistance
- Active Transportation / Bicycle / Pedestrian
- Alternative Housing Developer
- City Commission
- Planning Commission
- Latinx / Hispanic Business Association / Chamber of Commerce
- Russian Speaking Business or Representative
- Elderly / Aging in Place Advocate
- Confederated Tribes of Grande Ronde
- Youth Representative
- Oregon City Citizen Involvement Committee (CIC)
- Oregon City Historic Review Board (HRB)
- Oregon City Natural Resources Committee (NRC)
- Oregon City Parks and Recreation Advisory Committee (PRAC)
- Oregon City Transportation Advisory Committee
- Residential Developer / Home Builders Association / Realtor
- Large Employer
- Small Employer
- Downtown Oregon City Association (DOCA)
- Faith Based / Youth Pastor / LGBTQ / Latinx
- At Large Community Member
- LGBTQ+ Advocate
- Advocate for Persons with Mental Disabilities
- Homeless Community Advocate
- Community Health Advocate
- African American / Homebuilder
- Asian American / Pacific Island Community

Feedback from all outreach activities was compiled, reviewed and coded for key themes, topics and ideas. With this input, the Project Advisory Team (PAT) drafted a Community Vision Statement around four (4) overarching themes: Healthy and Welcoming Community, Diverse Economy, Connected Infrastructure, and Protected Environment.

Upon completion of a draft vision statement, an online Community Vision Forum was launched, available in both English and Spanish. The Forum provided an opportunity to learn about the OC2040 project, review key themes from all the engagement efforts to date, and comment on the draft OC2040 Vision Statement.

Overall, there was a high level of support for each of the four vision statement themes, with over 80-90% of respondents indicating that they “loved” or “liked most of” the vision statement. Feedback from the Community Vision Forum and the PAT guided additional revisions to the OC2040 Vision Statement.

In August 2021, City Commission adopted the final OC2040 Vision, crafted from months of broad outreach and engagement with residents and business owners. The four key themes that emerged from community outreach and became the organizing principles of the Vision Statement also serve as the framework for the Comprehensive Plan.

The Role of Equity in the Context of Planning:

A key objective of the process was to frame the OC2040 Comprehensive Plan through an equity lens. The engagement process was designed to engage community members early and often using a variety of means, and to lift up the voices of underrepresented populations, such as communities of color, those living in subsidized housing, and the homeless, so as to better understand how to support all our community members. Key objectives of the community engagement process included:

- Developing a robust and equitable community outreach program.
- Providing timely, transparent, and accurate information.
- Ensuring a representative cross-section of Oregon City residents, businesses, and partners.
- Consulting the community in policy updates.
- Ensuring community members understand how decisions are made, feel their concerns are heard, and know how their feedback influenced decisions.
- Conducting outreach in a culturally and linguistically appropriate manner, using methods and locations that are safe and familiar.
- Employing accessible and appropriate tools and technologies.

An equity lens was also applied when developing the goals and strategies of the Comprehensive Plan, helping address two key attributes that mark the term:

Disproportionality: When the outcomes of a project or plan create or amplify disparities in only part of community, the disproportionate impacts can lead to further social and economic impairment of some groups while others receive the full benefit of the effort.

Institutionalized: Inequity is often embedded in methodologies that justify systemic strategies, and ignore negative outcomes and disproportionate impacts.



OC2040 Vision Statement

The OC2040 process engaged over a thousand Oregon City community members to understand what makes Oregon City special and what we want to see in the future. In August 2021, City Commission adopted the OC2040 Vision, crafted from months of broad outreach and engagement with residents and business owners.

The Vision Statement is organized around four key themes that emerged from community outreach, and these themes serve as the framework for the new OC2040 Comprehensive Plan.



Healthy and Welcoming Community

By 2040, Oregon City is a place of vitality, support, and opportunity. As the ancestral homelands of many Native American Tribes, and the location of the “End of the Oregon Trail,” Oregon City lives and breathes its rich and varied history. Oregon City honors its past and looks to the future through education, art, cultural programming and the preservation of our National Register Historic District and local Conservation District. Residents have access to quality education, and partners such as Oregon City School District and Clackamas Community College engage community members of all ages in lifelong learning. This culture of learning leads to engaged residents and a diverse, equitable and inclusive community. People from historically disadvantaged communities have equitable access to quality-of-life services that are essential for health, livability and economic advancement. Police, fire and medical services help neighbors feel safe and connect residents to services that promote health and well-being. Oregon City is a city of welcoming neighborhoods, both new and historic, that foster community, connect to nature and are grounded in a strong sense of place.



Diverse Economy

By 2040, Oregon City's economy is vibrant, diversified, and resilient. Oregon City is a thriving town where residents live, work and play while having access to the amenities of the greater metro region. A robust economy creates upward mobility and living-wage jobs. Businesses of all sizes flourish in a progressive environment, and thriving commercial and industrial districts are enhanced by partnerships with educational institutions. A strong tourism industry celebrates the Willamette Falls and Landings Heritage Area and provides economic opportunities for the community. Visitors come to Oregon City to experience the town's historic and cultural attractions, and enjoy community events, the lively downtown and local dining and shopping throughout the City. Good jobs are balanced with a variety of diverse housing choices that ensures residents have more options to remain in their neighborhoods and be near family, friends, caregivers, and services. Affordable childcare and youth opportunities allow children growing up in Oregon City to stay and thrive. Residents can age in place and meet their housing needs through different stages of life, and our houseless neighbors find shelter, services and jobs in a strong and supportive economy.



Connected Infrastructure

By 2040, Oregon City residents are connected physically and digitally. In the same way the Municipal Elevator ties neighborhoods together within the city, Oregon City connects people to places through a network of safe and convenient streets, sidewalks, bike paths and multi-use trails. Public transit facilities bring residents and visitors to their destinations efficiently, and community members of all ages and abilities can walk, bike and roll safely between school, work, play and home. A culture of equity, coordination, thoughtful planning and fiscal responsibility guide growth and development while preserving our small-town feel. Infrastructure and utilities such as water, sewer and stormwater are maintained and improved in established neighborhoods and strategically planned in developing areas. Access to state-of-the-art communication infrastructure closes the digital divide, strengthening education and engagement, and provides a lifeline to emergency services. Oregon City is a collaborative and effective partner that coordinates with neighboring jurisdictions, and regional, statewide and federal agencies to advance transportation, utility and communication infrastructure.



Protected Environment

By 2040, Oregon City preserves the integrity of its natural resources, and connects people to nature. Oregon City is a leader in protecting the environment and reducing the community's carbon footprint because of the City's ability to adapt and be innovative. A Climate Action Plan guides the City's investments in clean energy, waste reduction, air and water quality. The City promotes an efficient use of land that responds to the town's landscape and topography and weaves natural resources into the fabric of its neighborhoods. The powerful Willamette Falls and clean Willamette and Clackamas Rivers are the jewels of Oregon City, supporting healthy habitats for fish, wildlife and native vegetation. Oregon City is known for its extensive tree canopy and majestic groves, meandering creeks and streams and undisturbed wildlife. A network of accessible trails and greenways connect local parks, waterways and open spaces and inspire residents and visitors to boat, hike, bike, fish and recreate throughout the City.

DEVELOPING THE OC2040 COMPREHENSIVE PLAN



Overview of the Process

Upon adoption of the OC2040 Vision Statement, the next phase of the process focused on developing goal and policy concepts for the Comprehensive Plan, based on the framework set forth by the Vision Statement.

With PAT guidance, broad outreach was conducted over the course of seven months to gather and identify ideas and priorities about each of the four themes. A series of virtual Comprehensive Plan Summits in Fall 2021 encouraged discussion around community priorities for the topics covered

by each theme. A corresponding online survey provided an additional avenue for input. The Project Advisory Team (PAT) attended the summits and reviewed the community feedback from the events and online survey to develop draft goal and policy statements. New and revised goals and policies were also supported through a review of the existing Comprehensive Plan, best practices, and input from City staff.

To vet the draft goal and policy statements developed through this process, an online Comprehensive Plan Forum was open to the public for two months in early 2022. During that time, City staff also met with City Committees to review the draft goal and policy statements. This feedback shaped additional revisions and were then presented through a series of worksessions to Planning Commission and City Commission for further refinement and inclusion in the final document.



From a Vision to a Comprehensive Plan

The OC2040 Visioning Process included extensive community engagement that resulted in over 1000 touches with the community.

Combed through the community priorities identified through outreach to develop the OC2040 Vision Statement around four themes: Healthy and Welcoming Community, Diverse Economy, Connected Infrastructure and Protected Environment.

The four themes are mapped to the required Statewide Planning Goals.

Goals and policies are identified through a series of community-wide Comprehensive Plan Summits.

A first draft of goals and policies are developed by the Project Advisory Committee, City Staff and the project team.

A second draft of goals and policies are reviewed by the Project Advisory Committee, City staff, City-wide committees, Planning Commission, City Commission and the broader public.

The final goals and policy language is incorporated into a new OC2040 Comprehensive Plan.

City Commission reviews and approves the new OC2040 Comprehensive Plan through a series of worksessions and public hearings.

State of Oregon's Department of Land Conservation and Development (DLCD) approves the new OC2040 Comprehensive Plan.

The adopted OC2040 Comprehensive Plan's goals and policies inform development code, regulations, work plans and budgets.

Future projects and programs are implemented that reflect the policy direction of Oregon City.



Linking the Plan to Statewide Planning Goals

The OC2040 Comprehensive Plan is organized around four key themes outlined in the vision statement:



HEALTHY AND
WELCOMING COMMUNITY



DIVERSE ECONOMY



CONNECTED INFRASTRUCTURE



PROTECTED ENVIRONMENT

Each theme constitutes a “chapter” of the OC2040 Comprehensive Plan. These chapters cover a broad variety of interconnected topics, all while meeting the requirements of applicable statewide planning goals. Because of the interconnected nature of the topics, some statewide planning goals apply across more than one theme (potential overlapping goals denoted “A” and “B”). A matrix of the vision themes to potential topics and statewide planning goals is shown below:

Vision Theme/ Comprehensive Plan Chapter		Statewide Planning Goals
 HEALTHY AND WELCOMING COMMUNITY		Goal 1: Citizen Involvement
		Goal 5: Scenic and Historic Resources (A)
 DIVERSE ECONOMY		Goal 2: Land Use Planning
		Goal 9: Economic Development
		Goal 10: Housing
		Goal 14: Urbanization
 CONNECTED INFRASTRUCTURE		Goal 11: Public Facilities and Services
		Goal 12: Transportation
		Goal 13: Energy Conservation (A)
 PROTECTED ENVIRONMENT		Goal 5: Natural Resources and Open Space (B)
		Goal 6: Air, Water and Land Resource Quality
		Goal 7: Natural Hazards
		Goal 8: Recreational Needs
		Goal 13: Energy Conservation (B)
		Goal 15: Willamette River Greenway

How to Use this Document

Each chapter opens with a short summary of the relevant topics, then lists a series of goal statements. Each goal includes a suite of policies and implementation strategies, where applicable.



Chapter Header. The four themes uncovered through the OC2040 visioning process constitute the chapter headers of the OC2040 Comprehensive Plan.

Statewide Planning Goals. Local comprehensive plans must be consistent with Oregon's Statewide Planning Goals. The applicable statewide goals for each chapter are listed here. Those denoted with an (A) or (B) indicate that the statewide planning goal applies to more than one chapter.

Goal. Goals are broad statements of purpose that define what the community wants to achieve.

Policies. Policies are clear statements guiding a specific course of action for decision-makers to achieve a desired goal. Policies are regulatory.

Strategies. Strategies are a statement of measurable activity or a more specific benchmark to be reached in pursuit of the strategy. Strategies are not regulatory.

OC2040 GOALS, POLICIES, & STRATEGIES

CHAPTER 1: HEALTHY AND WELCOMING COMMUNITIES

STATEWIDE PLANNING GOALS:

- ☒ Goal 1 Community Engagement
- ☒ Goal 5 (A) Historic and Cultural Resources



Background Information

The following background summary presents information about current conditions, assets and trends specific to the statewide planning goals applicable to Oregon City and captured by the topics of this theme.

Community Engagement

Oregon City established a Citizen Involvement Program in the 1980s to recognize the importance of providing residents and stakeholders opportunities to be informed, and involved, in the planning process. The program is comprised of two components: neighborhood associations and a Citizen Involvement Committee (CIC). The CIC is responsible for developing, implementing, and evaluating the Citizen Involvement Program and ensuring consistency with Statewide Planning Goal 1 Citizen Involvement. The CIC coordinates and communicates various aspects of community participation and advises the City Commission, Planning Commission, and other advisory bodies. The CIC typically meets the first Monday of each month and information about the meetings is available on the City's CIC webpage. Citizen participation is also encouraged by neighborhood associations which provide another, more localized, path for promoting community education and participation in planning activities. The neighborhood associations are not entities of the City but are supported through agreements and the CIC. There are twelve active neighborhood associations in Oregon City, each with its own board, bylaws, schedule of activities, and set of priorities.

Historic and cultural resources

Oregon City stands out in the region because of its rich history, dedication to preservation, and desire to retain historic neighborhood character. Oregon City was a gathering space for indigenous communities and the capital of the Oregon Territory from 1849-1850 and the first incorporated town west of the Missouri River. There are many sites, buildings, and landmarks existing today that have ties back to that important time in history. Oregon City is designated as a Certified Local Government (CLG); the CLG program integrates local governments with the National Historic Preservation Program to strengthen decision-making regarding historic places at the local level. Participation in this program allows Oregon City to apply for grants administered by the State Historic Preservation Office, which have funded surveys of the McLoughlin District and Historic Downtown District.

Today, Oregon City has one local historic district and one conservation district, including:

- *Existing Historic District: Canemah.* Historic Districts are areas where buildings with national or local historical and/or architectural significance are concentrated. A Historic District is recognized for retaining its “sense of place,” meaning that a traditional atmosphere of distinct character is evident. Generally, a Historic District designation requires, through the Historic Overlay Ordinance, that proposed construction, exterior alterations, and demolitions within the district’s boundaries be reviewed. To be designated as a Historic District, an area must:
 - have architectural features that are well-related and have continuity
 - appear as a discrete entity
 - exhibit visual harmony in the character of public ways consistent with the architectural character of the area
 - have generally compatible uses, including intended uses
 - have a majority of properties with historic significance

Canemah is an important example of a relatively intact riverboat town with architectural resources dating from the 1860s. Having evolved from a community for the elite of the riverboat industry to a workers’ community, Canemah retains essentially the same sense of place it had in the latter half of the 19th century. Situated above the Falls of the Willamette, it was an important portage town and the major shipbuilding center on the upper Willamette River. Canemah was listed as a Historic District in the National Register of Historic Places in 1977. The area was zoned in 1954 for industry along the river, commercial and multi-family along McLoughlin Boulevard, and multi-family along Third Avenue and portions of Fifth Avenue. In 1982, a majority of the area was rezoned as residential except for a small strip on McLoughlin Boulevard, which was rezoned to Historic Commercial. In the last 20 years, many homes within the district have been rehabilitated, but some have not been maintained to a level that ensures their significance and status as contributing structures. New construction and exterior alterations need to be reviewed for their long-term effect on the neighborhood and National Register Historic District status.

- *Existing Conservation District: McLoughlin.* A Conservation District designation is intended to protect the buildings within the district through an ordinance that requires a review of proposed construction, exterior alterations to designated structures, and demolitions. Although not as comprehensive as a Historic District, a Conservation District can ensure that a neighborhood's significance does not erode.

Many of Oregon City's historic and architecturally significant buildings are above the bluff in the McLoughlin neighborhood. The original Oregon City plat includes the neighborhood area up to Van Buren Street, and it is within this area that early residential development took place, beginning in the 1850s. As the Downtown area changed from a residential to commercial district, home building increased above the bluff. All of the churches that originally stood in the Downtown eventually relocated to the McLoughlin area as well.

- *Present Status:* A survey was undertaken in 2002, to update the original survey, to determine the current status of buildings and the potential for the area to be listed as a National Register Historic District. In 2003, Oregon City High School moved from the McLoughlin neighborhood to a new facility on Beaver Creek Road. Moving the school provides the City an opportunity to work with the school district to reuse the historic high school building. The City supports any rehabilitation of the campus that would continue its role as a community gathering place and keep it consistent with the Secretary of Interior Standards for Rehabilitation and the Goals and Policies of the Historic Review Board.

There are many historic buildings and landmarks outside the designated Historic Districts. Historic designation generally requires review of the exterior of structures and alterations by the Historic Review Board in order to maintain the integrity of the district. Designation and protection of historic buildings and landmarks is an ongoing effort in Oregon City. Other areas of the City have been surveyed to identify the appropriateness of additional districts but have not been designated. Designation of new structures and districts is feasible through the Historic Review Board and requires property owner consent. Oregon City also has important prehistoric and historic resources, including Willamette Falls as a center for Native American culture. Archeological resources associated with this history have, in the past, been overlooked and resources have been lost due to damage from development. Currently, there are several state and federal laws that provide some level of protection for archeological sites and notice of development is sent to the State Historic Preservation Office as well as five Tribes with interests in Oregon City.

GOAL 1

Implement and maintain a community engagement program that provides broad and inclusive opportunities for all Oregon City community members to learn about and understand city government processes, including land use planning, and participate meaningfully in decisions that impact their communities.

POLICIES:

POLICY 1.1 Support the Citizen Involvement Committee (CIC) and Neighborhood Associations to engage and educate Oregon City community members in land use planning.

STRATEGY 1.1.A Utilize neighborhood associations as the vehicle for neighborhood-based input to meet the requirements of the Land Conservation and Development Commission (LCDC) Statewide Planning Goal 1, Citizen Involvement. The Citizen Involvement Committee (CIC) shall serve as the officially recognized citizen committee needed to meet LCDC Statewide Planning Goal 1.

POLICY 1.2 Actively seek input from a diverse range of participants and enhance engagement opportunities for community members with barriers (language, disability, income, age, technology) through services and methods that bolster inclusive participation.

STRATEGY 1.2.A Solicit and support citizen participation on citizen advisory committees and commissions. Identify desirable expertise from the Portland metro area as needed to best serve the interests of Oregon City.

POLICY 1.3 Seek opportunities to develop and enhance relationships with community-based organizations (CBOs) who are working in Oregon City and the larger region.

POLICY 1.4 Utilize innovative forms of communication technology to enhance the City's public engagement efforts.

STRATEGY 1.4.A Explore meaningful engagement techniques and tools that allow for multiple forms of public engagement through in person events, on-line tools, and hybrid options.

POLICY 1.5 Provide on-going education to the community regarding land use projects and processes and ensure clear communication about when and how to be involved at key points in the process.

STRATEGY 1.5.A Notify citizens about community involvement opportunities when they occur.

POLICY 1.6 Include nearby communities in public engagement efforts, where appropriate, to provide an outside perspective to Oregon City land use planning.

STRATEGY 1.6.A Develop a program for reaching out to representatives of nearby communities such as the City of West Linn, City of Gladstone, recognized Hamlets or Villages in Clackamas County, and Community Planning Organizations in unincorporated Clackamas County to participate in public planning processes on regional issues.

GOAL 2

Acknowledge, protect, enhance, and commemorate Oregon City's historic, art, and cultural resources.

POLICIES:

POLICY 2.1 Promote the Willamette and Clackamas Rivers as a community benefit for cultural connection and understanding.

POLICY 2.2 Recognize and celebrate the history of tribal presence in Oregon City and seek opportunities to educate community members and elevate understanding.

POLICY 2.3 Facilitate historic preservation programs for retention of federal, state, and locally designated historic districts and sites.

STRATEGY 2.3.A Promote the designation of qualifying properties outside Historic and Conservation Districts as historic.

STRATEGY 2.3.B Maintain Oregon City's status as a Certified Local Government in the National Historic Preservation Program.

STRATEGY 2.3.C Encourage property owners to preserve historic structures in a state as close to their original construction as possible while allowing the structure to be used in an economically viable manner.

POLICY 2.4 Identify and protect important art and cultural resources and historic amenities through programs, designation, interpretive signage, and other means to increase awareness and generate appreciation.

STRATEGY 2.4.A Support the preservation of Oregon City's historic resources through public information, advocacy and leadership within the community, and the use of regulatory tools and incentive programs.

STRATEGY 2.4.B Support the preservation and initiatives of Oregon City’s art resources through public information, advocacy and leadership within the community, and the use of regulatory tools and incentive programs.

POLICY 2.5 Provide activities and programs for residents and visitors that weave together historic, art, and cultural resources, education, and recreation.

STRATEGY 2.5.A Recognize the value of diverse cultural and historic resources and modern civic amenities. Integrate educational and recreational opportunities with the City’s preservation efforts.

GOAL 3

Strengthen wellbeing, quality of life, and livability¹ across all Oregon City neighborhoods by creating places that are safe and comfortable with convenient access to community services.

POLICIES:

POLICY 3.1 Support the City’s network of community-based organizations, programs, and centers that provide services for Oregon City residents.

POLICY 3.2 Improve equitable access to health care for all residents through cross-sector partnerships and coordination with service providers.

STRATEGY 3.2.A Work with Clackamas County as needed to ensure that county services are sited appropriately and that citizens of Oregon City continue to have access to County health and human services.

STRATEGY 3.2.B Coordinate with the master planning efforts by Willamette Falls Hospital to address environmental, neighborhood and health provider concerns about expansion plans, parking, traffic, and circulation.

POLICY 3.3 Provide opportunities for learning and civic engagement for all ages through City services and partnerships with local schools.

1. Livability is defined as “the building and maintaining of community amenities that enhance the quality of life through actions to improve local environments and provide safe conditions in places where people live.” (Oregon City Urban Renewal Plan, Amended 2022)

POLICY 3.4 Support and promote availability of affordable healthy food for all Oregon City neighborhoods.

STRATEGY 3.4.A Allow and encourage the development of small retail centers in residential neighborhoods that provide goods and services for local residents and workers.

POLICY 3.5 Build and enhance partnerships between police, government agencies, neighborhoods, and civic/business organizations to enhance community safety and positive health outcomes.

POLICY 3.6 Support services and programs that serve Oregon City's unhoused residents in meeting daily needs while offering stable and lasting solutions.

GOAL 4

Integrate diversity, equity, and inclusion (DEI) best practices when evaluating all city functions, including land use policies, programs, and regulations.

POLICIES:

POLICY 4.1 Implement DEI practices in City business and operations, and when evaluating and selecting public improvement projects.

POLICY 4.2 Support opportunities for home ownership and rental availability for all household sizes, types and incomes through housing policies and regulations.

POLICY 4.3 Establish land use patterns and regulations that promote a balance of jobs and housing across Oregon City to strengthen access to employment.

CHAPTER 2: DIVERSE ECONOMY

STATEWIDE PLANNING GOALS:

☒ Goal 9 Economic Development

☒ Goal 14 Urbanization

☒ Goal 10 Housing

☒ Goal 2 Land Use



Background Information

The following background summary presents information about current conditions, assets and trends specific to the statewide planning goals applicable to Oregon City and captured by the topics of this theme.

Economic Development

Oregon City's role in regional and statewide commerce is significant, in part because of its location on the banks of the Willamette River and its history as a hub for the exchange and transfer of goods from the upper and lower Willamette River and associated land routes. Oregon City supports a diverse industrial and commercial business base that is comprised primarily of small to medium-sized businesses. Approximately one-third of total employment in Oregon City is in the public sector, including Clackamas County, the Oregon City School District and Clackamas Community College.

In 2006, Oregon City developed an Economic Development Strategy to focus on Oregon City's designation as Regional Center by Metro's 2040 Growth Concept Plan. The *Oregon City Futures: A Strategy for Economic Development, Phase I Summary and Recommendations* report identified broad goals for economic development for Oregon City:

1. Increase the community's assessed value
2. Increase the diversification of businesses and industries
3. Increase number and quality of jobs
4. Develop sound businesses with staying power
5. Enhance the appeal and attractiveness of community
6. Provide an environment for strong business and industrial growth
7. Leverage urban renewal and public dollars to maximize the total investment and development effort.
8. Create tax increment with each investment or create an environment in which private investment will follow public investment (urban renewal).

Housing

Oregon City recognizes that the health of its community depends heavily on the health of its neighborhoods and its ability to provide housing that meets the diverse needs of all residents. The goals and strategies of the 2004 Plan were largely focused on protecting the character of existing residential neighborhoods and planning for new neighborhoods, both of which are supported by a range of housing types and neighborhood services. The need to maintain that balance still applies today and played a large role in development of housing strategies for the OC2040 Plan.

In 2021, the City adopted a Housing Needs Analysis (HNA) to understand how much housing will be needed in the future and if the City has enough available land to accommodate the community's housing needs through 2041. The HNA provides recent information about Oregon City's housing market and forecasted housing needs, along with data on Oregon City's demographic and socioeconomic trends, to support future planning efforts related to housing as well as options for addressing unmet housing needs in Oregon City. Key findings of the HNA include:

- Growth in housing will be driven by growth in households. The number of households in Oregon City's Planning Area is forecast to grow from 14,778 households to 22,213 households, an increase of 7,435 households between 2021 and 2041.
- Oregon City is planning for growth of 7,435 new dwelling units. To accommodate those units over the 20-year planning period, Oregon City will average 372 new dwelling units annually, and will plan for more single-family attached and multifamily dwelling units in the future to meet the city's housing needs. The factors driving the shift in types of housing needed in Oregon City include changes in demographics and decreases in housing affordability. The aging of senior populations and the household formation of young adults will drive demand for renter and owner-occupied housing, such as small single-family detached housing, townhouses, duplexes, and apartments/condominiums. Both groups may prefer housing in walkable neighborhoods, with access to services.
- Oregon City is meeting Metro's requirements for net density and housing mix. OAR 660-007-0035 sets specific density targets for cities in the Metro UGB and requires that cities within the Metro UGB "provide the opportunity for at least 50 percent of new residential units to be attached single family housing or multiple family housing." Based on the HNA findings, Oregon City is exceeding average density targets at an average net density of 9.5 dwelling units per net acre, and the City is assuming that 20% of new dwelling units will be single-family attached, 10% of new units will be duplexes, triplexes, or quadplexes, and 20% of new units will be multifamily.
- Oregon City has an unmet need for affordable housing. About 34% of Oregon City's households are cost burdened, with 50% of renters cost burdened and 28% of owners cost burdened. Oregon City's level of cost burden is similar to other communities in Clackamas County.
- Oregon City met the requirements of House Bill 2001 and as of 2022, the City adopted zoning code to comply with the requirements of HB 2001.

Urbanization

Cities in Oregon must estimate future growth and the need for land and apply appropriate zoning to that land in order to meet the need. Building from inventories of buildable land and studies like Housing Needs Analysis and an Economic Development Strategy, urban growth boundaries must be established, and cities must designate urbanizable land from rural land.

While Oregon City continues to grow and evaluate jobs and housing needs, there are many factors that are considered during the process of urbanization:

- Balancing existing development with new growth
- Ensuring an adequate supply of housing that is affordable to and meets the needs of a range of households
- Providing opportunity for businesses and vibrant, mixed-use centers
- Extending public services in a way that is efficient and economical
- Protecting open spaces and natural resources
- Balancing property rights with public goals
- Physical constraints (Oregon City cannot expand west or north because of rivers and adjacent cities of West Linn and Gladstone)

A 1990 Urban Growth Management Agreement between Oregon City and Clackamas County guides land use designations and extension of public services to urbanizing areas. Per that agreement, Oregon City (rather than the County) provides public services in urbanizing areas and applies Comprehensive Plan designations to those areas. Clackamas County applies zoning to land within the UGB (but outside city limits) to generally designate it as Future Urbanizable (FU-10) until the City annexes those properties and applies City zoning.

Metro's Urban Growth Management Functional Plan, Title 11, establishes the regulations for how and when cities can expand their urban growth boundaries to ensure a 20-year adequate land supply. The most recent UGB expansions in Oregon City were the addition of the Park Place neighborhood (500 acres in 2002); the Beaver Creek Road area, which is now called Thimble Creek (453 acres in 2004, re-adopted in 2020); and the South End neighborhood (611 acres in 2016). Currently, there are no UGB expansions under consideration for Oregon City.

Land Use

Oregon City promotes community vitality through good design, efficient use of land, and strategies and actions that ensure new development contributes to the City's overall character and quality of life. The City also acknowledges the critical role of corridors and the opportunity they provide for transit-oriented, higher-intensity, mixed-use development patterns. Connections - particularly multi-modal connections - between neighborhoods, Downtown, the waterfront, and other activity centers are emphasized in planning efforts so that residents and visitors can easily move around and meet their daily needs without having to travel long distances.

All land use types are regulated through the Zoning Map, and are generally categorized as residential, commercial, industrial, institutional/civic, or open space/natural areas. The City's land use categories include:

- Low Density Residential (LR) — primarily single-family detached homes and middle housing.
- Medium Density Residential (MR) — residential developments with dwelling unit types such as attached single-family units, rowhouses, and townhouses.
- High Density Residential (HR) — typically high-density, multiple dwelling residential. Permitted uses include apartments, condominiums, and single-family attached and rowhouse dwellings.

- **Commercial (C)** — commercial uses serving local, city-wide, and regional needs, such as retail and service commercial. Typically, this classification is associated with newer, suburban development and located along arterial streets.
- **Industrial (I)** — uses related to manufacturing, processing, and distribution of goods. Employment-based uses are encouraged. Intensive or heavy industrial uses are allowed in certain zones. Zones in the Comprehensive Plan Land-Use Map district are designed to comply with requirements of Title 4 of Metro's Urban Growth Management Functional Plan (1998).
- **Mixed Use Corridor (MUC)** — higher density mixed uses that are supportive of transit and conducive to pedestrian traffic. Urban density residential and commercial goods and services are typical uses. Zones in the Comprehensive Plan Land-Use Map district are intended to be compatible with Metro's Corridor design type.
- **Mixed Use Employment (MUE)** — employment-intensive uses such as offices, research and development, light manufacturing, and associated commercial uses.
- **Mixed Use Downtown (MUD)** — urban density, mixed uses that are conducive to pedestrian and transit uses. This category is intended to be used to implement the Oregon City Downtown Community Plan (1999), the Oregon City Waterfront Master Plan (2002), and Metro's Regional Center concept, particularly in terms of connecting the Downtown with the waterfront. A design overlay is included in this area and is intended to promote development consistent with Oregon City's traditional Downtown form.
- **Public and Quasi-Public (QP)** — publicly owned lands other than city parks, such as schools, cemeteries, undeveloped lands, open space, government buildings and public utility facilities, such as the sewage treatment plant and water reservoirs.
- **Parks (P)** — City parks.
- **Future Urban Holding (FUH)** — undesignated, pending development and approval of a "concept plan," a Metro requirement that cities plan land uses in areas being converted from rural to urban uses.

GOAL 1

Provide opportunities for a variety of goods, services, and employment options to work toward a dynamic, ecologically sound, and socially equitable economy.

POLICIES:

POLICY 1.1 Regularly update City-wide economic studies to guide development of strategies and policies that improve economic health and resiliency.

STRATEGY 1.1.A Conduct an Economic Opportunities Analysis to understand which industries and services will thrive in Oregon City's area, and how to best use land within the City's Urban Growth Boundary.

POLICY 1.2 Ensure a suitable amount of land is dedicated to employment uses.

STRATEGY 1.2.A Work with Metro to ensure that there is enough land available within the Urban Growth Boundary to meet the need for industrial and/or commercial development. If there is not enough, identify areas outside the boundary that may be appropriate to annex. The selection of these areas will be based on market factors, protection of environmentally sensitive areas, compatibility with adjoining and nearby uses, public facilities and infrastructure, proximity to expressways and transit, site requirements of specific types of industries, and the desires of the property owners.

STRATEGY 1.2.B Ensure that land zoned or planned for employment use is used for industrial purposes, and that exceptions are allowed only where some other use supports employment development. New non-industrial uses should especially be restricted in already developed, active industrial sites.

POLICY 1.3 Support retention and expansion of local businesses, as well as recruitment of new businesses, across a variety of sizes and types

POLICY 1.4 Provide fair and equitable opportunities to compete for city contracts for all businesses.

STRATEGY 1.4.A Ensure diversity, equity and inclusion actions are incorporated into City contracting practices

POLICY 1.5 Create and maintain cooperative partnerships with other public agencies and private business groups interested in promoting economic development.

STRATEGY 1.5.A Target public infrastructure investments and create public/private partnerships to leverage maximum benefits from public investment and to help ensure that the Regional Center develops to its maximum capacity and realizes its full potential.

STRATEGY 1.5.B Seek input from local businesses when making decisions that will have a significant economic impact on them.

STRATEGY 1.5.C Use public-private partnerships as a means to leverage private investment when appropriate.

POLICY 1.6 Promote the city's destinations, natural resources, and historic and cultural amenities to grow the tourism industry.

STRATEGY 1.6.A Encourage the development of a strong and healthy Historic Downtown retail, office, cultural, and residential center.

STRATEGY 1.6.B Working with major stakeholders, develop and implement a strategy to help the Historic Downtown Area enhance its position as a retail district. Such a strategy might include funding for a "Main Street" or similar program.

STRATEGY 1.6.C Ensure land uses and transportation connections that support tourism as an important aspect of the City's economic development strategy. This includes important cultural and historical amenities.

STRATEGY 1.6.D Encourage private development of tourism related uses such as: hotel, bed and breakfast, restaurant facilities and other visitor services.

POLICY 1.7 Support a healthy and balanced workforce through a variety of programs and policies.

STRATEGY 1.7.A Attract high-quality commercial and industrial development that provides stable, high-paying jobs in safe and healthy work environments, that contributes to a broad and sufficient tax base, and that does not compromise the quality of the environment.

STRATEGY 1.7.B Support a program for providing affordable childcare options to foster a stable workforce.

GOAL 2

Provide housing options, including both rental and ownership opportunities, that are attainable for the full range of Oregon City households.

POLICIES:

POLICY 2.1 Plan for housing supply that supports and implements the recommendations of the current Housing Needs Analysis.

STRATEGY 2.1.A Ensure housing policies allow for increased opportunities for home ownership by regularly evaluating housing supply, market demand, buildable land, and infrastructure costs through a Housing Needs Analysis.

POLICY 2.2 Ensure that land use designations and zoning code provisions allow and encourage a wide range of housing types.

STRATEGY 2.2.A Designate residential land for a balanced variety of densities and types of housing, such as single-family attached and detached, and a range of multi-family densities and types, including mixed-use development.

POLICY 2.3 Support retention of existing homes and opportunities for community members to “age in place”.

POLICY 2.4 Support and encourage transit-oriented development opportunities.

STRATEGY 2.4.A Ensure planning for transit corridors includes facilities and access management, aesthetics (including signage and building facade improvements), infill and redevelopment opportunities, high-density residential development, and business assistance to existing businesses.

STRATEGY 2.4.B Provide incentives that encourage the location of affordable housing developments near public transportation routes. Incentives could include reduction of development-related fees and/or increases in residential density (density bonuses).

POLICY 2.5 Support development of subsidized and affordable housing.

STRATEGY 2.5.A Aim to reduce the isolation of income groups within communities by encouraging diversity in housing types within neighborhoods consistent with the Clackamas County Consolidated Plan, while ensuring that needed affordable housing is provided.

STRATEGY 2.5.B Retain affordable housing potential by evaluating and restricting the loss of land reserved or committed to residential use. When considering amendments to the Comprehensive Plan Land-Use Map, ensure that potential loss of affordable housing is mitigated.

STRATEGY 2.5.C Allow increases in residential density (density bonuses) for housing development that would be affordable to Oregon City residents earning less than 50 percent of the median income for Oregon City.

STRATEGY 2.5.D Investigate variable System Development Charges (SDCs) and other incentives to support middle housing and affordable housing development.

GOAL 3

Guide growth and development in a manner that implements the City's 2040 Vision and maintains an urban growth boundary that supports and accommodates projected population and employment during the 20-year planning period.

POLICIES:

- POLICY 3.1** Promote efficient use of land and public infrastructure and plan for appropriate infill development, redevelopment, and new development.
- STRATEGY 3.1.A** Create incentives for new development to use land more efficiently, such as by having minimum floor area ratios and maximums for parking and setbacks.
- STRATEGY 3.1.B** Encourage the vertical and horizontal mixing of different land-use types in selected areas of the city where compatible uses can be designed to reduce the overall need for parking, create vibrant urban areas, reduce reliance on private automobiles, create more business opportunities and achieve better places to live.
- STRATEGY 3.1.C** Use redevelopment programs such as urban renewal to help redevelop underutilized commercial and industrial land.
- STRATEGY 3.1.D** Establish priorities to ensure that adequate public facilities are available to support the desired industrial development.
- STRATEGY 3.1.E** Encourage sub-area master planning for larger developments or parcels, including redevelopment, where it may be feasible to develop more mixed uses, or campus-style industrial parks, with shared parking and landscaping areas. Allow developments to vary from prescriptive standards if planned and approved under this provision.
- STRATEGY 3.1.F** Support density transfers for lots of record that are located within the Natural Resource Overlay District.

- POLICY 3.2** Promote development of walkable neighborhoods to reduce transportation demand and enhance localized access to community services and amenities.

- STRATEGY 3.2.A** Promote connectivity between neighborhoods and neighborhood commercial centers through a variety of transportation modes.

- POLICY 3.3** Designate land uses in a manner that balances opportunities for housing and jobs and ensures development is consistent and compatible with the community's needs and resources.

- STRATEGY 3.3.A** Protect existing and planned undeveloped and underdeveloped industrial lands from incompatible land uses and minimize deterrents to desired industrial development.
- STRATEGY 3.3.B** Ensure that land-use patterns create opportunities for residents to live closer to their workplace.
- STRATEGY 3.3.C** Maintain a sufficient land supply within the city limits and the Urban Growth Boundary to meet local, regional, and state requirements for accommodating growth.

POLICY 3.4 Maintain the Oregon City Comprehensive Plan Land-Use Map as the official long-range planning guide for land-use development of the city by type, density and location.

STRATEGY 3.4.A Use the following 11 land-use classifications on the Oregon City Comprehensive Plan Land-Use Map to determine the zoning classifications that may be applied to parcels:

- Low Density Residential (LR)
- Medium Density Residential (MR)
- High Density Residential (HR)
- Commercial (C)
- Mixed Use Corridor (MUC)
- Mixed Use Employment (MUE)
- Mixed Use Downtown (MUD)
- Industrial (I)
- Public and Quasi-Public (QP)
- Parks (P)
- Future Urban Holding (FUH)

GOAL 4

Encourage and support new development that incorporates supportive community features and sustainability principles in site design and building construction.

POLICIES:

POLICY 4.1 Promote best practices for integrating residential infill development into the fabric of existing neighborhoods.

STRATEGY 4.1.A Use a combination of incentives and development standards to promote and encourage well-designed residential developments that result in neighborhood livability and stability.

POLICY 4.2 Incorporate resource efficiency and sustainability in the built environment by emphasizing energy-saving features and practices in construction and development regulations.

STRATEGY 4.2.A Encourage designs that achieve a minimum “Certified” level of LEED (Leadership in Energy and Environmental Design) certification.

STRATEGY 4.2.B Encourage commercial and industrial development that enhances livability of neighborhoods through the design of attractive LEEDTM-certified buildings and environmentally responsible landscaping that uses native vegetation wherever possible, and by ensuring that development is screened and buffered from adjoining residential neighborhoods and access is provided by a variety of transportation modes.

STRATEGY 4.2.C Encourage siting and construction of new development to take advantage of solar energy, minimize energy usage, and maximize opportunities for public transit.

POLICY 4.3 Utilize urban design principles that create comfortable and attractive public spaces that are reflective of Oregon City’s community vision

POLICY 4.4 Support and promote site and building design alternatives that balance high-quality and durable construction with affordability.

GOAL 5

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.

POLICIES:

POLICY 5.1 Ensure the Urban Growth Boundary conforms to Title 11 of the Code of the Metropolitan Service District and provides 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.

STRATEGY 5.1.A 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 5.2 Reduce the need to develop land within the Urban Growth Boundary by encouraging redevelopment of underdeveloped areas within the existing city limits.

POLICY 5.3 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.

STRATEGY 5.3.A Maximize new public facilities and services by considering new development within the Urban Growth Boundary at reasonable densities allowed by the Comprehensive Plan.

STRATEGY 5.3.B 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 5.4 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.

STRATEGY 5.4.A 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.

STRATEGY 5.4.B Evaluate and in some instances require that parcels adjacent to proposed annexations be included to:

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

STRATEGY 5.4.C 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.

POLICY 5.5 Create and maintain cooperative, collaborative partnerships with other public agencies responsible for servicing the Oregon City area.

STRATEGY 5.5.A 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.

STRATEGY 5.5.B 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.

STRATEGY 5.5.C 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. *Please refer to the Oregon City Urban Reserves map in the Appendix.*

CHAPTER 3: CONNECTED INFRASTRUCTURE

STATEWIDE PLANNING GOALS:

- ☒ Goal 12 Transportation
- ☒ Goal 11 Public Facilities and Services

- ☒ Goal 13 (A) Energy



Background Information

The following background summary presents information about current conditions, assets and trends specific to the statewide planning goals applicable to Oregon City and captured by the topics of this theme.

Transportation

The 2013 Oregon City Transportation System Plan (TSP) is an ancillary plan to the Comprehensive Plan and serves as the guide for development and management of the City's transportation facilities for the 20-year planning horizon. There are several additional documents and projects that have been added to the TSP since 2013, such as the Linn Avenue, Leland Road & Meyers Road Corridor Plan, the McLoughlin-Canemah Trail Plan, and alternate mobility targets for the intersection of Highway 213 and Beaver Creek Road. The TSP provides a framework for:

- The roadway system, including alignments and classifications
- Design standards for roadways, based on classification
- Planning and design for multi-modal transportation that emphasizes non-vehicle modes of travel
- Rail and air transportation considerations
- Marine transportation related to the Willamette and Clackamas Rivers, both for commercial and recreational uses
- Information technologies to improve the overall transportation system function and efficiency
- Parking demand management, maintenance, and metering

In 2017, Oregon City prepared a Transportation Demand Management Plan (TDM) to examine opportunities and challenges related to parking, access, and transportation systems in the vicinity of Willamette Falls and downtown Oregon City. The document highlights recommended strategies and a general phasing plan for those strategies to help the City plan for redevelopment of the site, leverage existing opportunities, and mitigate potential impacts to the transportation system.

Public Facilities and Services

Oregon City is committed to providing its residents with safe and accessible public services that are developed in a timely, orderly, and efficient manner and contribute to Oregon City's quality of life. The City is served by the following types of public facilities and services, provided by the City or other entities:

- Wastewater collection and treatment, water distribution, and stormwater management
- Solid waste disposal
- Transportation infrastructure
- Fire protection and emergency services
- Police protection
- Electricity, gas and telecommunications
- Health care
- Education, Library
- Parks and recreation

The City plans for, and regulates, many public facilities and services through master plans and public works design standards and specifications. This guides public investments and capital improvement projects. Funding for these public facilities and services is done in a number of ways:

- The General Fund is a limited revenue source from property taxes and shared by a multitude of other governmental agencies and special districts.
- Urban Renewal funding comes from designating specific areas as deficient in assessed values and development ability and creating a plan for increasing property tax values and revenues through public infrastructure improvements and private development incentives. The Urban Renewal tax mechanism affords municipalities the opportunity to collect revenues for highly needed, value-based improvements for which other resources are insufficient. The improvements, in turn, provide a higher tax base for future City budgets.
- The Capital Improvement Program provides a detailed financial analysis of proposed projects. It is generally a short-term plan (one to five years) for public facility improvements and extension.
- Special levies or bond issues can be submitted to voters to raise funds for specific projects. These tools have traditionally been used for large projects such as school funding, construction or purchase of recreational facilities, and sewer or water system replacement.
- Grants may be available for many projects meeting certain federal and/or state guidelines.
- Local Improvement Districts (LIDs) are useful for many projects deemed necessary for small areas.
- User fees can be assessed for many services. Water, wastewater, stormwater, street maintenance, power, gas, telephone, garbage removal, health services, and some governmental services (courts and permit issuance) can be funded in this manner.
- System development charges (SDCs) are collected when building permits are issued and are used to construct infrastructure required to serve new development and growth of system needs. The SDC is directly related to the Capital Improvement Program for transportation, water, wastewater, stormwater, and parks.
- Tax increases may also be used, although they are usually insufficient and highly unpopular.
- Zoning, subdivision control, site plan review. Although funding is not directly addressed, many planning mechanisms, including zoning, subdivision control, site plan review, and others are used to require or encourage installation of many public facilities and services.
- Better coordination of services and improved operating efficiency are highly desirable, when possible.
- Builders and residents. The cost of public facilities serving new developments should be borne as much as possible by builders and residents of developments. Development proposals should be approved only if the vital public facilities necessary for additional land development and population growth are existing or committed.

Energy

Oregon City recognizes that energy consumption is affected by many factors – land use patterns, placement of buildings, modes of transportation, protection of natural resources, and many others. The City is committed to energy conservation, particularly as the cost of non-renewable energy sources continues to increase and renewable sources become more prominent and available. The Willamette River is one such source of renewable energy; currently, the Willamette Falls Hydroelectric Project generates about 122 million kilowatt-hours per year – enough to power about 11,000 homes.

The goals and strategies of the OC2040 Plan emphasize the following types of energy conservation methods:

- Land use techniques, particularly promoting mixed-use development to make efficient use of land and reduce distances between homes and daily destinations.
- Transportation elements that emphasize efficiency of the system and use of alternative modes of travel (biking, walking, rolling).
- Promoting sustainable building practices and use of sustainable materials.
- Incentives for projects that utilize energy conservation practices.

GOAL 1

Provide a safe, comfortable, and accessible transportation network that serves all modes of travel, including non-motorized modes.

POLICIES:

- POLICY 1.1

Plan for and develop multi-modal connectivity throughout Oregon City, with an emphasis on access to community services, amenities, and key points of interest.
- STRATEGY 1.1.A

Make investments to accommodate multi-modal traffic as much as possible to include bike lanes, bus turnouts and shelters, sidewalks, etc., especially on major and minor arterial roads, and in regional and employment centers.
- STRATEGY 1.1.B

Provide an interconnected and accessible street system that minimizes vehicle miles traveled and inappropriate neighborhood cut-through traffic.
- STRATEGY 1.1.C

Ensure the adequacy of travel mode options and travel routes (parallel systems) in areas of congestion.
- STRATEGY 1.1.D

Identify and prioritize improved connectivity throughout the city street system.

- POLICY 1.2

Reduce Oregon City's carbon footprint by supporting and emphasizing non-motorized modes.
- STRATEGY 1.2.A

Provide an interconnected and accessible pedestrian system that links residential areas with major pedestrian generators such as employment centers, public facilities, and recreational areas.
- STRATEGY 1.2.B

Provide a well-defined and accessible bicycle network that links residential areas, major bicycle generators, employment centers, recreational areas, and the arterial and collector roadway network.
- STRATEGY 1.2.C

Construct bikeways and sidewalks and require connectivity of these facilities to reduce the use of petroleum-fueled transportation.

- POLICY 1.3

Promote safety by implementing street design that equally considers and serves non-motorized and motorized users.
- STRATEGY 1.3.A

Identify and implement ways to minimize conflict points between different modes of travel.
- STRATEGY 1.3.B

Improve the safety of vehicular, rail, bicycle, and pedestrian crossings.

- POLICY 1.4

Ensure transportation investments are equitably applied across Oregon City neighborhoods.
- STRATEGY 1.4.A

Ensure efficient use of local transit by providing frequent, reliable links between the land uses and community associated with the Hilltop, Downtown, the Hospital, the Beavercreek educational and employment centers, and the adjacent neighborhoods.

POLICY 1.5 Support opportunities for safe, affordable, and accessible transit service, including regional efforts to expand public transportation networks.

STRATEGY 1.5.A Promote and encourage a public transit system that ensures efficient accessibility, mobility, and interconnectivity between travel modes for all residents of Oregon City.

STRATEGY 1.5.B Explore options for better connections throughout the region through Transportation System Plan updates and projects.

POLICY 1.6 Improve public parking programs and transportation demand management in downtown Oregon City while managing impacts to adjacent residential areas.

GOAL 2

Ensure public utilities and infrastructure are maintained and improved to adequately serve all existing areas of Oregon City and can be extended to serve newly developing areas in a logical and fiscally responsible manner.

POLICIES:

POLICY 2.1 Regularly update all City infrastructure and utility master plans.

POLICY 2.2 Adjust system development charges to ensure the benefit of new development is captured while impacts to the system are proportionally shared.

POLICY 2.3 Ensure public infrastructure investments are equitably applied across Oregon City neighborhoods.

STRATEGY 2.3.A Implement the City's wastewater policies through the City of Oregon City Sanitary Sewer Master Plan.

STRATEGY 2.3.B Plan, operate and maintain the water distribution system for all current and anticipated city residents within its existing Urban Growth Boundary and plan strategically for future expansion areas.

STRATEGY 2.3.C Plan, operate, and maintain the stormwater management system for all current and anticipated city residents within Oregon City's existing Urban Growth Boundary and plan strategically for future expansion areas.

STRATEGY 2.3.D Identify neighborhoods that are underserved by transportation and other infrastructure investments to ensure equitable future investments.

POLICY 2.4 Increase resiliency to climate change, natural hazard events, and cyber intrusions in public utility infrastructure.

POLICY 2.5 Coordinate City-wide communication and outreach efforts around utility rates and other operational changes.

POLICY 2.6 Support public-private partnerships to expand availability of highspeed internet service City-wide.

STRATEGY 2.6.A Encourage development of broadband networks in street rights-of-way in a coordinated way to provide state-of-the-art technology to residents.

GOAL 3

Serve the health, safety, and welfare of all Oregon City residents through provision of comprehensive public facilities and services.

POLICIES:

POLICY 3.1 Seek and support opportunities to increase access to digital communications for all Oregon City residents and businesses.

POLICY 3.2 Maintain a high level of police and fire protection in all areas of the city.

POLICY 3.3 Support and promote emergency preparedness and climate change resiliency efforts and programs.

POLICY 3.4 Coordinate with service providers to ensure high levels of public utility and infrastructure service.

STRATEGY 3.4.A Work with the Clackamas Water Environment Services to provide enough collection capacity to meet standards established by the Oregon Department of Environmental Quality (DEQ) to avoid discharging inadequately treated sewage into surface water.

POLICY 3.5 Pursue adequate funding to pay for public facilities and services.

STRATEGY 3.5.A Enhance efficient use of existing public facilities and services by encouraging development at maximum levels permitted in the Comprehensive Plan, implementing minimum residential densities, and adopting an Accessory Dwelling Unit Ordinance to infill vacant land.

STRATEGY 3.5.B Provide incentives for private sector contributions to multi-modal transportation links and facilities, for example, establishing new standards in the zoning code.

GOAL 4

Promote and support energy conservation, sustainability, and resiliency through best practices in infrastructure planning, operations, and management.

POLICIES:

POLICY 4.1 Identify and seek opportunities for sustainable practices in management and operation of public facilities and services.

STRATEGY 4.1.A Support development on underdeveloped or vacant buildable land within the city where public facilities and services are available or can be provided and where land-use compatibility can be found relative to the environment, zoning, and Comprehensive Plan goals.

STRATEGY 4.1.B Adopt a progressive water rate structure that will encourage water conservation.

STRATEGY 4.1.C Wherever possible, design and develop public facilities to take advantage of solar energy, develop co-generation, and conserve energy in operations and public access

POLICY 4.2 Continue to implement green, sustainable, and low-impact approaches to stormwater management.

STRATEGY 4.2.A Ensure parking lot designs that mitigate stormwater impacts. Take measures to reduce waterflow and increase water absorption using bioswales, vegetated landscaped islands with curb cuts to allow water inflow, and increase tree planting

POLICY 4.3 Prioritize street design in new development and redevelopment that implements localized stormwater treatment and other sustainable practices.

STRATEGY 4.3.A Increase the use of bioswales for stormwater retention where practical.

POLICY 4.4 Coordinate infrastructure to support the equitable development of “Climate-Friendly Areas,” as defined by DLCD².

STRATEGY 4.4.A Promote mixed-use development, increased densities near activity centers, and home-based occupations (where appropriate).

STRATEGY 4.4.B Create commercial nodes in neighborhoods that are underserved to reduce vehicle miles traveled.

STRATEGY 4.4.C Plan for complementary mixed uses when considering annexation of new, under- or undeveloped areas so that new urban residential areas have closer access to jobs and services.

2. DLCD defines Climate-Friendly Areas as an area where residents, workers, and visitors can meet most of their daily needs without having to drive. They are urban mixed-use areas that contain, or are planned to contain, a greater mix and supply of housing, jobs, businesses, and services. These areas are served, or planned to be served, by high quality pedestrian, bicycle, and transit infrastructure to provide frequent, comfortable, and convenient connections to key destinations within the city and region. (Retrieved July 21, 2022 from: <https://www.oregon.gov/lcd/LAR/Documents/SixPageOverview.pdf>)

POLICY 4.5 Support opportunities to increase densities near activity and transit centers.

- STRATEGY 4.5.A

Support mixed uses with higher residential densities in transportation corridors and include a consideration of financial and regulatory incentives to upgrade existing buildings and transportation systems.
- STRATEGY 4.5.B

Promote public transit (such as: bus, light rail, streetcar, bus rapid transit, commuter rail, ferry, river transportation, etc.) that serves Oregon City and locate park-and-ride facilities at convenient neighborhood nodes to facilitate access to regional transit.



CHAPTER 4: PROTECTED ENVIRONMENT

STATEWIDE PLANNING GOALS:

☒ Goal 5 (B) Natural Resources

☒ Goal 6: Air, Water, Land
Resources

☒ Goal 7 Natural Hazards

☒ Goal 8 Parks and Recreation

☒ Goal 13 (B): Energy
Conservation

☒ Goal 15 Willamette River
Greenway



Background Information

The following background summary presents information about current conditions, assets and trends specific to the statewide planning goals applicable to Oregon City and captured by the topics of this theme.

Parks and Recreation

Oregon City has a variety of parks, trails and open space governed by a Parks and Recreation Master Plan (2008). Currently in the process of being updated (2022), the Plan serves as a guide to implementing Oregon City's goal of providing a broad range of parks and recreational spaces, activities, and programs to meet the current and future needs of its residents. The plan emphasizes the unique assets in Oregon City and identifies opportunities to further leverage those assets and build new ones. A set of mission statements provides the framework for the plan and will also serve as a starting point for new OC2040 goals and strategies that are developed for this project. Those mission statements are:

- Strengthen community image and sense of place, promote cultural unity
- Protect and preserve natural and cultural resources
- Foster social, intellectual, physical and emotional development
- Strengthen safety and security in park and recreation spaces
- Support economic development
- Provide educational experiences through recreation
- Promote health, wellbeing, and community problem solving
- Be good stewards of public resources

In addition, the City adopted a Trails Master Plan in 2004. The Plan proposes the development of a hierarchical trail system that integrates regional trails, community trails, and local trails in a series of loops. The Plan recommends improvements that will upgrade the existing system where needed, fill in the missing gaps, and connect to significant environmental features, schools, public facilities, local neighborhoods, and business districts in Oregon City and throughout the region.

Natural Resources

Oregon City enjoys a richness of natural resources and a topography that provides scenic views and sites that create a sense of place and civic identity for residents and visitors. The City strives to identify, enhance and protect its natural and scenic resources to ensure their continued existence and contribution to Oregon City's character and livability. This includes the protection of wetlands, streams, water quality, and vegetation (trees and riparian corridors), as well as air, water, and land quality. While air quality standards are established by the Oregon Department of Environmental Quality, Oregon City is committed to meeting those standards and to promoting land use and transportation practices that contribute to better air quality (reduction in vehicle miles, for example).

Water resources critical to Oregon City's residents include:

- Willamette and Clackamas Rivers
- Tributaries of Abernathy, Newell, and Beaver Creeks
- Various bogs and wetlands
- Groundwater supply under the City

Natural resources are inventoried and protected through the City's Natural Resource Overlay District, Chapter 17.49 of the Zoning Code which discourages development within vegetated corridors associated streams and wetlands; the Geologic Hazards Overlay District in Chapter 17.44 which reviews development on slopes and in landslide areas; the Flood Management Overlay District in Chapter 17.42 which protects development within the floodplain and recently flooded areas; and implementation of the City's National Pollutant Discharge Elimination System (NPDES) permit which includes processes related to stormwater.

The Willamette and Clackamas rivers, major waterways of regional significance, border two sides of the city and create an aesthetic and recreational setting of great value to the city. Together, these rivers and streams contribute to the uniqueness of Oregon City and to the variety of natural resource, recreational, and open space values enjoyed by residents and visitors.

With Oregon City situated along the banks of the Willamette River, the City is also subject to statewide rules governing the waterway. In 1973, the Oregon State Legislature designated the Willamette River Greenway (WRG) to protect approximately 300 miles of greenway along the Willamette River from Eugene to the confluence with the Columbia River. The intent was to protect the corridor's natural, scenic and recreational qualities and to preserve its historical sites, structures, facilities, and objects for education and enjoyment. Oregon City complies with statewide rules through specific standards and regulation for development within the WRG that are established in the Willamette River Greenway Overlay District, Chapter 17.48 of the Oregon City Zoning Code.

In Oregon City, the Clackamas River along the northern boundary of the city, as well as Abernathy, Newell, Holcomb, Potter, and other creeks provide both spawning and rearing habitat for steelhead trout, coho salmon, and cutthroat trout. Riparian corridors, the areas on either side of a stream, are critical to protecting the stream ecosystem and quality of habitat for salmonids and other stream-dependent species. Surface water from the Lower Clackamas River is the source of potable water for Oregon City and West Linn. The Clackamas River is a recreational waterway and offers a boat ramp at Clackamette Park and Riverside Park at the end of Water Avenue.

Natural Hazards

Oregon City is subject to a number of natural hazards. The City works to minimize the risks and impacts of natural hazards by limiting development in areas where hazardous events are most likely to occur and by working with the residents of these areas.

Oregon City was incorporated into Clackamas County's Natural Hazards Mitigation Plan in 2009. Since that time, Clackamas County adopted a new Clackamas County Natural Hazards Mitigation Plan in 2012 and 2019. The latest Oregon City Addendum to the NHMP was approved by FEMA on September 25, 2019. The plan describes potential hazards in Oregon City, lists goals, objectives and mitigation measures, and describes an action plan. The plan also contains maps of the 100-year and 1996 flood areas, potential landslide areas, relative earthquake hazard, and the location of hazardous materials, natural gas pipelines, and essential facilities. The most prominent hazards that face Oregon City include:

- **Flooding:** most flooding in Oregon City is the result of overflows of one or more of its three major streams—the Willamette River, Clackamas River, and Abernethy Creek—although localized, minor flooding can occur during storms. Flooding is most likely between October and April and generally results from a series of heavy rainfall events that can be aggravated by concurrent snowmelt in the watershed.
- **Unstable Soils:** unstable soils are types of soils or soils in locations, such as on steep slopes, that are not stable enough to support development, and may be hazardous to surrounding uses. Areas of unstable foundation soils have been mapped for Oregon City and the City has a Geologic Hazards Overlay District to provide “safeguards in connection with development on or adjacent to steep hillside and landslide areas and other identified known or potential hazard areas, thereby preventing undue hazards to public health, welfare and safety.”
- **Seismic Activity:** Oregon is in a region with a history of intense seismic activity. The most hazardous area coincides with the most severe flood-prone area north of Abernethy Creek, due primarily to the alluvial soil and high-water table that are most vulnerable to liquefaction during an earthquake. Areas in the McLoughlin neighborhood and on the Hilltop are far less vulnerable to groundshaking because they are underlain by basalt flows with little soil cover.
- **Wildfires:** dry summers, dense vegetation, and the invasion of non-native weeds in parts of Oregon City make the community vulnerable to wildfires. Wildfires are particularly likely in areas with steep slopes and limited groundwater, leading to dry vegetation in late summer, where there is combustible brush or debris, and where structures with flammable exterior materials are present. Oregon City's vulnerability to wildfires is greater in areas of “wildland-urban interface,” where dwellings are in the middle of heavily treed or vegetated areas and where steep, vegetated terrain can contribute to a “chimney effect” as fires burn uphill. The same conditions could apply to areas near Waterboard Park, Canemah Bluffs, Park Place, and canyons such as Singer Creek and Newell Creek.
- **Wind and Ice Storms:** in fall and winter, major storms from the Pacific Ocean bring high winds to the Oregon coast but are generally moderated by the time they reach Oregon City. However, some storm events result in damaging high winds, freezing rain and ice storms throughout western Oregon, which can result in loss of life and property damage. These storms affect the entire City but damage can be more severe where trees are blown over and trees limbs droop onto power and telephone lines. Electrical power service can be interrupted because of downed lines, which can lead to additional safety and comfort complications for the City and for residents. Traffic signals, emergency communications, roads, and other public facilities are especially vulnerable.
- **Volcanic Activity:** Oregon City's landscape was shaped by volcanic activity; much of Oregon City lies on a series of basalt flows that resulted from volcanic eruptions many thousands of years ago. While volcanic events are rare, they can occur at any time and with enormous force. It is unlikely that Oregon City would be directly affected by a volcanic eruption in the region. More likely are secondary effects from airborne ash that would severely affect air quality. Ash, mudflows, and pyroclastic flows would affect the Clackamas River watershed, thus potentially compromising the supply of water for Oregon City and West Linn.

GOAL 1

Provide and maintain a comprehensive system of parks, trails, natural resource areas, and recreation amenities that is accessible to residents of all ages and abilities, enhances the environmental and aesthetic quality of the community, and encourages healthy living.

POLICIES:

- POLICY 1.1

Provide additional parklands to adequately serve the City's current and estimated future population based on adopted service levels and community needs.
- STRATEGY 1.1.A

When property adjacent to an existing neighborhood or community park becomes available, consider adding property to the park and developing it to meet the current needs of existing neighborhoods.
- STRATEGY 1.1.B

Identify and protect land for parks and recreation within the Urban Growth Boundary.
- STRATEGY 1.1.C

Require or encourage developers to dedicate park sites as part of the subdivision review process. When possible, require or encourage developers to build parks to City standards and give them to the City to operate and maintain.
- POLICY 1.2

Provide equitable distribution of parks and trails across the city.
- STRATEGY 1.2.A

Ensure the adequacy of pedestrian and bicycle connections to local, county, and regional trails.
- STRATEGY 1.2.B

Ensure adequate park and trail development in high density development and neighborhoods lacking access to these amenities.
- POLICY 1.3

Provide a network of signage and trails to enhance connections within parks, and between parks, neighborhoods, and public amenities.
- POLICY 1.4

Reduce barriers to park use and improve safety and accessibility of parks resources for all users, regardless of ability, comfort level, or native language.
- STRATEGY 1.4.A

Manage open space areas for their value in linking citizens and visitors with the natural environment, providing solace, exercise, scenic views and outdoor education. Built features in open space sites should harmonize with natural surroundings.

GOAL 2

Conserve, protect, and enhance the function, health, and diversity of the City's natural resources and ecosystems.

POLICIES:

POLICY 2.1 Develop and adopt a Climate Action Plan for Oregon City.

POLICY 2.2 Implement site development and design practices that incorporate natural ecosystem enhancement, minimize impacts on natural resources, and avoid degradation or loss of wetlands, watershed, and habitat.

STRATEGY 2.2.A Adopt and/or establish standards for all new development that promote the use of pervious surfaces and prevent negative ecological effects of urban stormwater runoff on streams, creeks and rivers.

STRATEGY 2.2.B Encourage use of native and hardy plants such as trees, shrubs and groundcovers to maintain ecological function and reduce maintenance costs and chemical use.

POLICY 2.3 Bolster efforts to reduce landfill demand through re-use, recycling, and composting methods.

STRATEGY 2.3.A Commit to long-term sustainability and recognize the link between reduction of solid waste, reuse and recycling of materials, and protection of natural resources.

POLICY 2.4 Protect and enhance the urban forest tree canopy.

STRATEGY 2.4.A Encourage the maintenance and improvement of the city's tree canopy to improve air quality.

POLICY 2.5 Support water conservation and storm water management efforts within the Willamette Basin.

STRATEGY 2.5.A Prevent erosion and restrict the discharge of sediments into surface- and groundwater by requiring erosion prevention measures and sediment control practices.

STRATEGY 2.5.B Where feasible, use open, naturally vegetated drainage ways to reduce stormwater and improve water quality.

POLICY 2.6 Promote outdoor lighting that is designed to reduce the negative impacts of light pollution.

STRATEGY 2.6.A Encourage new developments to provide even and energy-efficient lighting that ensures safety and discourages vandalism. Encourage existing developments to retrofit when feasible.

STRATEGY 2.6.B Adopt lighting practices in streets and other public facilities, and encourage them in private development, that reduce glare, light pollution, light trespass, and energy use, while maintaining even lighting ensuring good visibility and safety for the public.

POLICY 2.7 Support programs and methods that will improve air quality in Oregon City.

STRATEGY 2.7.A Promote land-use patterns that reduce the need for distance travel by single-occupancy vehicles and increase opportunities for walking, biking and/or transit to destinations such as places of employment, shopping and education.

POLICY 2.8 Protect the Clackamas and Willamette Rivers and their tributaries including Newell Creek as the centerpieces of Oregon City's natural environment.

STRATEGY 2.8.A Conserve open space along creeks, urban drainage ways, steep hillsides, and throughout Newell Creek Canyon.

STRATEGY 2.8.B Encourage preservation over mitigation when making decisions that affect wetlands and a “no net loss” approach to wetland protection.

POLICY 2.9 Establish, restore, and maintain a network of connected wildlife habitat corridors.

STRATEGY 2.9.A Conserve natural resources that have significant functions and values related to flood protection, sediment and erosion control, water quality, groundwater recharge and discharge, education, vegetation, and fish and wildlife habitat.

GOAL 3

Ensure the safety of residents and property by supporting plans, programs, and investments that minimize the impacts of future natural hazard events and aid in rapid response and recovery.

POLICIES:

POLICY 3.1 Utilize public-private partnerships to educate residents on the importance of community hazard planning and resilience.

POLICY 3.2 Restrict development in unsafe areas and where development would increase hazard impacts, such as steep slopes, landslides, wetlands, streams, and floodplains.

STRATEGY 3.2.A Protect existing development from natural hazards through mitigation measures identified in the Clackamas County Hazard Mitigation Plan.

POLICY 3.3 Invest in retrofits and infrastructure redundancies to minimize service losses during an extreme weather or natural hazard event.

STRATEGY 3.3.A Require local service lines in new subdivisions be placed underground.

- POLICY 3.4

Prioritize restoration of critical services following a natural hazard event.
- STRATEGY 3.4.A

Ensure that key public facilities (emergency service) are located outside recognized hazard areas.
- STRATEGY 3.4.B

Ensure that key public services, such as water and sewer; and key public facilities such as police, fire, and hospital structures have the capability to back-up electricity during emergencies.

- POLICY 3.5

Collaborate with adjacent jurisdictions to coordinate emergency communication systems and distribution of resources in the event of an emergency or natural disaster.

GOAL 4

Ensure the environmental and economic health of the Willamette River Greenway (WRG) as a key feature of Oregon City and the broader region

POLICIES:

- POLICY 4.1

Protect the significant fish and wildlife habitat of the Willamette River by maximizing the preservation of trees and vegetative cover.
- POLICY 4.2

Preserve major scenic views, drives and sites of the WRG.
- POLICY 4.3

Encourage access to and along the river consistent with the Oregon City Park and Recreation Master Plan.
- POLICY 4.4

Restrict new substations and power line towers in the WRG and river view corridor.
- POLICY 4.5

Protect and maintain parks and recreation areas and facilities along the Willamette River to minimize effects in the WRG, in accordance with the Oregon City Park and Recreation Master Plan.

Acknowledgements

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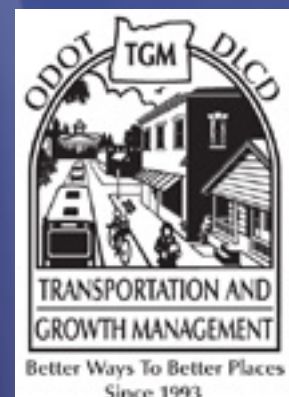
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This project was funded through a grant from the Transportation Growth Management (TGM) program, which is a joint effort of the Oregon Department of Transportation (ODOT) and the Department of Land Conservation and Development (DLCD). The TGM program works at the intersection of land use and transportation planning to help Oregon cities and counties create thriving, livable places.



Appendix

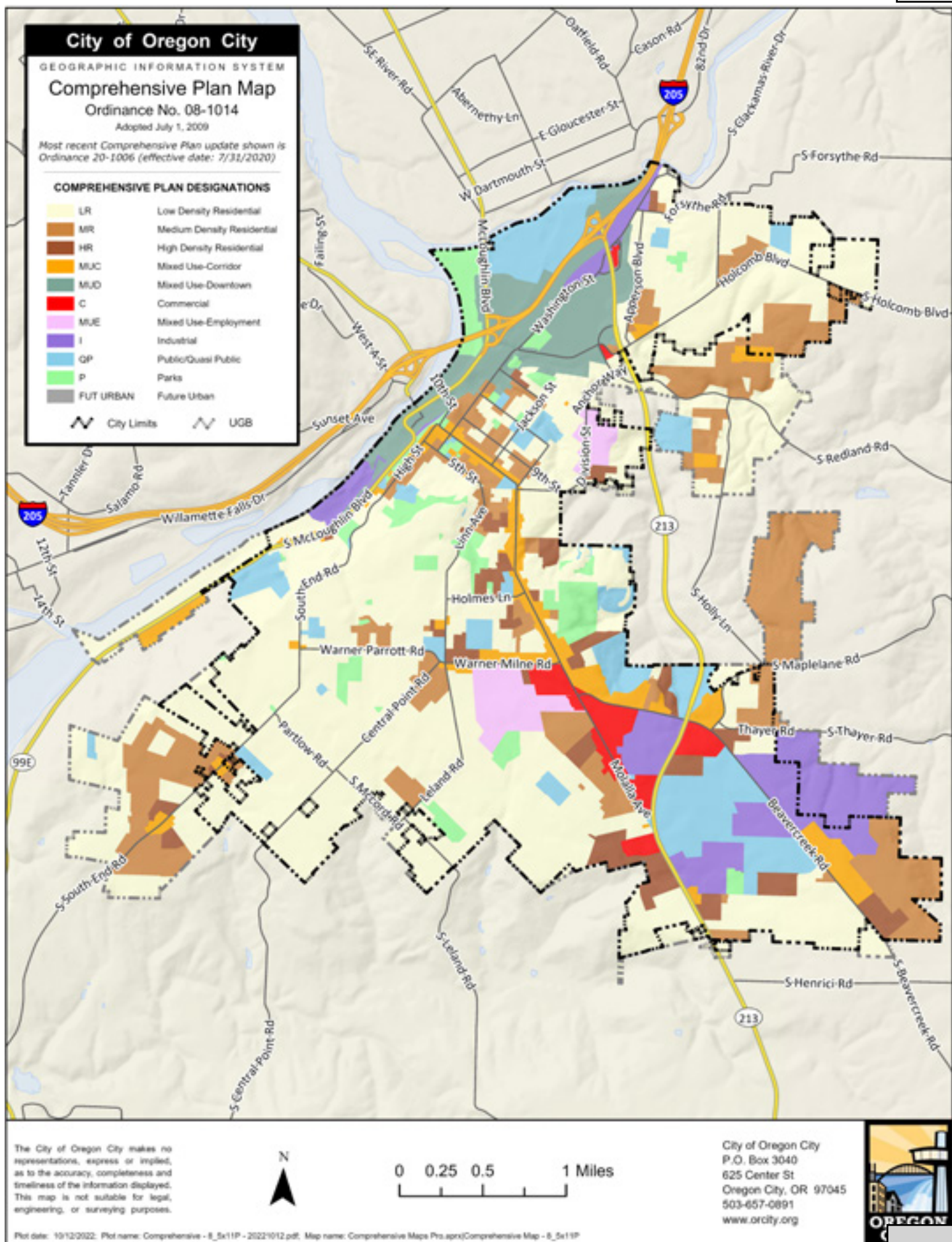
APPENDIX A. COMPREHENSIVE PLAN MAP

APPENDIX B. OREGON CITY URBAN RESERVES MAP

APPENDIX C. ANCILLARY DOCUMENTS

APPENDIX A. COMPREHENSIVE PLAN MAP

Item 8a.



Item 8a.



City of Oregon City Ancillary Documents for OC 2040 Comprehensive Plan adopted in 2022.

The following documents are Ancillary Plan also called Topic or Area specific plans. See *How are Comprehensive Plans Used* on p6 for a description of Ancillary Plans.

Ancillary plans are adopted by the City Commission for such things as parks and recreation, transportation systems, water facilities, and sewer facilities. Usually prepared by City departments through a public process, ancillary plans are approved by the City Planning Commission and adopted by the City Commission to provide operational guidance to city departments in planning for and carrying out city services. These plans are updated more frequently than the comprehensive plan.

As of November 2, 2022

Ancillary Document	Webpage (as of September 2022)	Year Adopted	Ordinance	In effect?
Oregon City Trails Master Plan	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/4274032	2004	04-1011	Yes
Oregon City Downtown Community Plan	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/4872834	1999	99-1034	Yes
Waterfront Master Plan	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/4869226	2001	01-1033	Yes
Park and Recreation Master Plan	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/4869394	2008	08-1004	Yes
McLoughlin- Canemah Trail Plan, Ancillary	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/7146126	2018	18-0001	Yes
Park Place Concept Plan	https://www.orcity.org/planning/south-end-concept-plan	2008	07-1007	Yes
Sanitary Sewer Master Plan	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/4869541	2014	14-1012	Yes

Ancillary Document	Webpage (as of September 2022)	Year Adopted	Ordinance	In effect?
Sewer Moratorium Public Facilities Strategy	https://www.orcity.org/sites/default/files/file_attachments/public_works/page/4368/san_sew_moratorium_flyer-2.1.2016.pdf https://ormswd.synergydcs.com/HPRMWebDrawer/Record/5169754	2014-2016 (several extensions)	16-1006 14-1006 14-1012 15-1002 15-1015 16-1005	Mostly completed
South End Concept Plan and Code Amendments	https://www.orcity.org/planning/south-end-concept-plan	2013	13-1016 13-1017	Yes
Stormwater Master Plan	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/8752488 https://www.orcity.org/sites/default/files/file_attachments/public_works/page/4190/oregon_city_stormwater_master_plan_2020.pdf	2019	19-1014	Yes
Thimble Creek Concept Plan – Readoption (and renaming) of the Beaver Creek Road Concept Plan	https://www.orcity.org/sites/default/files/file_attachments/public_works/page/3239/thimble_creek_concept_plan_readopted_july_12020_ord_20-1006.pdf	2020	20-1006	Yes
Water Master Plan – Amendment 2021	https://www.orcity.org/sites/default/files/file_attachments/public_works/page/3682/adopted_2021_amendment_to_the_2012_water_master_plan_1-20-2021_for_web.pdf	2021	21-1001	Yes
Water Distribution System Master Plan	https://www.orcity.org/sites/default/files/file_attachments/public_works/page/3682/final_water_distribution_system_master_plan_-_january_2012.pdf	2012	12-1001	Yes

Transportation System Plan, Ancillary Documents	Webpage (as of September 2022)	Year Adopted	Ordinance	In effect?
Transportation System Plan and Code Amendments	https://www.orcity.org/publicworks/2013-transportation-system-plan	2013	13-1002 13-1003	Yes
Park Place Urbanization Plan, Ancillary to TSP	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/9133908	2021	21-1016	Yes
Transportation Demand Management Plan		2017		In progress
Alternative Mobility Targets for 213 / Beaver Creek Road	https://ormswd.synergydcs.com/HPRMWebDrawer/Record/6953644 https://www.orcity.org/publicworks/project/ps-16-024	2018	18-1004	Yes
Linn Avenue, Leland Road and Meyers Road Corridor Plan 2015	https://www.orcity.org/publicworks/project/ci-13-013	2015	14-1013	Yes
Meyers Road Extension Corridor Plan	http://www.orcity.org/sites/default/files/file_attachments/public_works/page/4283/projects_amendments_from_meyers_rd_corridor_plan_final_1.pdf	2015	15-1013	Completed
South End Concept Plan Amendments to the Transportation System Plan	https://www.orcity.org/sites/default/files/file_attachments/public_works/page/4283/secp_tsp_amendments_0.pdf	2013	13-1002 13-1003	Yes



OREGON CITY

Planning Division and Public Works: Development Services

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LEGISLATIVE STAFF REPORT AND RECOMMENDATION

A preliminary analysis of the applicable approval criteria for a legislative proposal is enclosed within the following report.

November 2, 2022

HEARING DATE: November 14, 2022 - Planning Commission

FILE NUMBER: LEG-22-00003

APPLICATION TYPE: Legislative (OCMC 17.50.170)

APPLICANT: City of Oregon City
Aquilla Hurd-Ravich, Community Development Director

REQUEST: Adoption of OC2040 (an updated Comprehensive Plan for Oregon City)

LOCATION(S): Oregon City

I. BACKGROUND:

File No. LEG-22-00003 replaces the current Oregon City Comprehensive Plan (adopted 2004) by adopting the OC2040 Comprehensive Plan. The Comprehensive Plan is a “living” document; as demographics, economics, and technologies change, so do the priorities and needs of the community. Oregon City has seen significant economic and demographic change in the past 15 to 20 years. This update is intended to reflect those changes and reset the policy framework to align with community values. This staff report will demonstrate how the OC2040 Comprehensive Plan update is consistent with the applicable criteria established for updating a comprehensive plan. Those criteria are found in Chapter 17.68 of the Oregon City Municipal Code.

OC2040 is a complete update of the city’s 2004 Comprehensive Plan and provides a land use policy framework to help guide city decision-making over the next 20 years. The OC2040 Comprehensive Plan

is organized differently than the 2004 plan. Whereas the current plan is organized by statewide planning goal, the OC2040 plan is organized around four key themes. Those themes are:

1. Healthy and Welcoming Communities
2. Diverse Economy
3. Connected Infrastructure
4. Protected Environment

Each theme constitutes a “chapter” of the OC2040 Comprehensive Plan. These chapters cover a broad variety of interconnected topics, all while meeting the requirements of applicable statewide planning goals. Because of the interconnected nature of the topics, some statewide planning goals apply across more than one theme. The table below shows how the new organization around the four themes corresponds with the applicable statewide planning goals. Goal 3 Agricultural Lands and Goal 4 Forest Lands are not applicable because Oregon City does not contain any designated lands under these two goals.

Vision Theme/ Comprehensive Plan Chapter		Statewide Planning Goals
 HEALTHY AND WELCOMING COMMUNITY		Goal 1: Citizen Involvement
		Goal 5: Scenic and Historic Resources (A)
 DIVERSE ECONOMY		Goal 2: Land Use Planning
		Goal 9: Economic Development
		Goal 10: Housing
		Goal 14: Urbanization
 CONNECTED INFRASTRUCTURE		Goal 11: Public Facilities and Services
		Goal 12: Transportation
		Goal 13: Energy Conservation (A)
 PROTECTED ENVIRONMENT		Goal 5: Natural Resources and Open Space (B)
		Goal 6: Air, Water and Land Resource Quality
		Goal 7: Natural Hazards
		Goal 8: Recreational Needs
		Goal 13: Energy Conservation (B)
		Goal 15: Willamette River Greenway

Each chapter in the OC2040 plan contains background information on the relevant topics along with a list of goals. Each goal has associated policies, and some have associated strategies.

PROCESS

Adoption of the OC2040 plan is a legislative action that requires review and recommendation from the Planning Commission prior to adoption by the City Commission.

Public Notice and Comments

This is a legislative action that requires public notice pursuant to OCMC 17.50.090.C. - *Notice of Public Hearing on a Legislative Proposal*. The Community Development Director provided the required Post Acknowledgement Plan Amendment (PAPA) notice to the Oregon Department of Land Conservation and Development (DLCD) on October 10, 2022. DLCD provided comments and those comments have been incorporated into the OC2040 document. Notice of the November 14, 2022 Planning Commission public hearing was provided to the Citizen Involvement Committee, Neighborhood Associations, and affected service districts, agencies and interested parties by mail and posted on the City website. Notice was also posted in the November Trail News, the city's virtual newsletter.

Public comments received prior to the date of publication of this staff report are available in the public comment summary exhibit.

II. APPROVAL CRITERIA

The remainder of this staff report provides findings to demonstrate that the proposed Comprehensive Plan update is consistent with applicable approval criteria. Approval criteria for a Comprehensive Plan amendment are found in Chapter 17.68 of the Oregon City Municipal Code.

Chapter 17.68 - Zoning Changes and Comprehensive Plan Amendments

17.68.010 - Initiation of the amendment.

A text amendment to the comprehensive plan, or an amendment to the zoning code or map or the Comprehensive Plan map, may be initiated by:

- A. A resolution request by the City Commission;*
- B. An official proposal by the Planning Commission;*
- C. An application to the Planning Division; or.*
- D. A Legislative request by the Planning Division.*

All requests for amendment or change in this title shall be referred to the Planning Commission.

Finding: This amendment has been initiated through a legislative request by the Planning Division and has been referred to the Planning Commission for their recommendation to City Commission.

17.68.015 –Procedures.

Applications shall be reviewed pursuant to the procedures set forth in Chapter 17.50.

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.

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).

Finding: Complies as Proposed. This legislative action is following the procedures found in OCMC 17.50.170.

17.68.020 - Criteria.

The criteria for comprehensive plan amendment or text or map amendment in the zoning code are set forth as follows:

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

Finding: Complies as Proposed. This amendment will replace the existing Oregon City Comprehensive Plan in full, including all existing goals and policies. For that reason, these findings will focus just on process elements of the existing comprehensive plan to demonstrate that the update was conducted consistent with goals and policies related to community engagement. For other elements of the comprehensive plan, these findings will rely on demonstrating consistency with applicable Statewide Planning Goals, which provide the required framework for comprehensive plans. Those findings are located under 17.68.020.D.

Section 1 Citizen Involvement

Goal 1.2 Community and Comprehensive Planning

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

Policy 1.2.1 - Encourage citizens to participate in appropriate government functions and land-use planning.

Goal 1.3 Community Education - Provide education for individuals, groups, and communities to ensure effective participation in decision-making processes that affect the livability of neighborhoods.

Goal 1.4 Community Involvement - Provide complete information for individuals, groups, and communities to participate in public policy planning and implementation of policies.

Policy 1.4.1 - Notify citizens about community involvement opportunities when they occur.

Finding: Complies as Proposed. Development of the OC2040 plan was a two-year process that began with a community visioning effort that engaged over 1,000 Oregon City community members. Between the fall of 2020 and summer of 2021, Oregon City residents and business owners participated in numerous outreach and engagement activities to help identify common values and priorities for Oregon City's future. Engagement activities included community conversations, online surveys, interactive poster displays, and a social media vision board. To guide the process and provide broad perspective and consistent feedback, a 30-member project advisory team (PAT) was convened to represent a diverse cross-section of community interests and areas of expertise.

Out of that visioning effort, a vision statement was developed around the four key themes listed previously. The City Commission adopted the OC2040 Vision in August 2021. From there, a second phase of community engagement was conducted to guide the project team in development of high-level goal statements with associated policies for each. With PAT guidance, broad outreach was conducted over the course of seven months to gather and identify ideas and priorities about each of the four themes. A series of virtual Comprehensive Plan Summits in fall of 2021 encouraged discussion around community priorities for the topics covered by each theme. A corresponding online survey provided an additional avenue for input. The PAT attended the summits and reviewed community feedback from the events and online survey to develop draft goal and policy statements. New and revised goals and policies were also supported through a review of the existing 2004 Comprehensive Plan, best practices, and input from City staff.

To vet the draft goal and policy statements developed through this process, an online Comprehensive Plan Forum was open to the public for two months in early 2022. During that time, City staff also met with City Committees to review the draft goals and policies. This feedback shaped additional revisions and were then presented through a series of work sessions to Planning Commission and City Commission for further refinement and inclusion in the final document.

Section 2: Land Use

Section 2 of the existing Comprehensive Plan establishes the land use designations for all land within the city's boundary. Goal 2.7 states that the city will "Maintain the Oregon City Comprehensive Plan Land-Use Map as the official long-range planning guide for land-use development of the city by type, density and location."

Finding: Complies as Proposed. No changes to land use designations or the land use map are proposed as part of this update. This update replaces the goals and policies of the comprehensive plan but does not propose any adjustments to the existing pattern of land uses. Future amendments to the land use designations and/or the land use map may be initiated by the City Commission under a separate file.

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

Finding: Complies as Proposed. The proposed comprehensive plan update does not include any changes to public facilities and services or their ability to continue to adequately serve Oregon City and its residents. No changes to land use designations or the land use map are proposed as part of this update. Public facilities and services are capable of supporting the uses allowed by this plan amendment.

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

Finding: Complies as Proposed. No changes to land uses or land use designations are proposed as part of this amendment. In addition, no changes to the transportation system are proposed. Therefore, land uses authorized by the comprehensive plan are consistent with the existing and planned transportation system serving Oregon City.

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

Finding: Complies as Proposed. As noted previously, this comprehensive plan update will be a full replacement of the existing comprehensive plan and its associated goals and policies. For that reason, findings to demonstrate consistency with applicable statewide planning goals are provided here.

Statewide Planning Goal 1 Citizen Involvement. *To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.*

Finding: Complies as Proposed. As described previously, development of the OC2040 Comprehensive Plan was a two-year process that included many opportunities for public engagement throughout. Community feedback received through the visioning process, online surveys, and the Project Advisory Committee is reflected in the goals, policies, and strategies in the OC2040 plan. Further, the “Healthy and Welcoming Communities” chapter of OC2040 provides consistency with Goal 1. It includes an overview of the City’s community engagement framework along with goals, policies, and strategies for a community engagement program, including Chapter 1, Goal 1:

Implement and maintain a community engagement program that provides broad and inclusive opportunities for all Oregon City community members to learn about and understand city government processes, including land use planning, and participate meaningfully in decisions that impact their communities.

Under Goal 1 are policies related to supporting the Citizen Involvement Committee (Policy 1.1), seeking a diverse range of participants (Policy 1.2), working with community-based organizations (Policy 1.3), and using technology to enhance public involvement options (Policy 1.4). In addition, Chapter 1, Goal 4 calls for integrating diversity, equity, and inclusion best practices into City functions, including land use and associated public involvement programs.

Statewide Planning Goal 2 Land Use. *To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.*

Finding: Complies as Proposed. The City has a land use planning process as part of its adopted municipal code, Title 17 Zoning. Chapters 17.50 Administration and Procedures and 17.68 Zoning Changes and Amendments establish the process and approval criteria for amending the comprehensive plan. That process is being followed for adoption of the OC2040 plan and the approval criteria are addressed in these findings. Further, the “Diverse Economy” chapter of OC2040 contains background information and goals, policies, and strategies to provide consistency with Goal 2. The City’s land use designations are

established and described in this chapter and goals and policies call for balanced land uses that provide for the community's needs, including Chapter 2, Goal 3 and Policy 3.3:

GOAL 3

Guide growth and development in a manner that implements the City's 2040 Vision and maintains an urban growth boundary that supports and accommodates projected population and employment during the 20-year planning period.

POLICY 3.3 Designate land uses in a manner that balances opportunities for housing and jobs and ensures development is consistent and compatible with the community's needs and resources.

In addition, the background information and goals, policies, and strategies contained throughout the OC2040 document provide the City with a factual basis and policy framework for land use decisions and actions. These goals and policies will be used by City decision-makers when evaluating land use programs and initiatives, as well as when reviewing quasi-judicial land use applications such as conditional use and zone change applications.

Statewide Planning Goal 3 Agricultural Lands. To preserve and maintain agricultural lands.

Finding: Not applicable. There are no designated agricultural lands within Oregon City boundaries. Therefore, Goal 3 does not apply.

Statewide Planning Goal 4 Forest Lands. To conserve forest lands by maintaining the forest land base...

Finding: Not applicable. There are no designated forest lands within Oregon City boundaries. Therefore, Goal 3 does not apply.

Statewide Planning Goal 5 Natural Resources, Scenic and Historic Areas, and Open Spaces. To protect natural resources and conserve scenic and historic areas and open spaces.

Finding: Complies as Proposed. Consistency with Goal 5 is established in two places in the OC2040 document. First the "Healthy and Welcoming Communities" chapter provides background information about the City's historic and cultural resources. Chapter 1, Goal 2 calls for the City to "acknowledge, protect, enhance, and commemorate Oregon City's historic and cultural resources.". Policies and strategies under that goal highlight the Willamette and Clackamas Rivers as cultural resources (Policy 2.1), recognize the City's history of tribal presence (Policy 2.2), facilitate historic preservation programs (Policy 2.3), and provide for programs that link the community with its historic and cultural resources through education and recreation (Policy 2.5). Second, the "Protected Environment" chapter contains background information about natural resources in the City and how they are inventoried and protected through zoning overlays such as the Natural Resources Overlay District (Chapter 17.49 of the zoning code). Goals, policies, and strategies in this chapter call for a comprehensive system of parks, trails, and natural open spaces. Chapter 4, Goal 2 establishes a goal of conserving, protecting, and enhancing the function, health, and diversity of the City's natural resources and ecosystems. Policies under that goal relate to a climate action plan (Policy 2.1), sustainable development practices (Policy 2.2), recycling, urban tree canopy, water conservation, outdoor lighting, wildlife corridors, and more (Policies 2.3

through 2.9). Protection of the Willamette River Greenway is also highlighted in this chapter (Chapter 3, Goal 4).

Statewide Planning Goal 6 Air, Water, and Land Resources Quality. *To maintain and improve the quality of the air, water and land resources of the state.*

Finding: Complies as Proposed. Similar to Goal 5, the OC2040 document addresses Goal 6 in the “Protected Environment” chapter (Chapter 4) and contains background information on air, water, and land resources. Goals and policies in this chapter that relate to Goal 6 include:

- Development of a climate action plan to reduce greenhouse gas emissions (Policy 2.1)
- Protection and enhancement of the urban tree canopy (Policy 2.4)
- Water conservation in the Willamette Basin (Policy 2.5)
- Support of programs to improve air quality (Policy 2.7)
- Protection of rivers and their tributaries (Policy 2.8)
- Protection of the Willamette River Greenway (Policies 4.1 through 4.5)

Statewide Planning Goal 7 Areas Subject to Natural Hazards. *To protect people and property from natural hazards.*

Finding: Complies as Proposed. The OC2040 document addresses Goal 7 in the “Protected Environment” chapter (Chapter 4) and contains background information on natural hazards in Oregon City, including flooding, seismic activity, wildfires, and storms. Goal 3 in this chapter specifically calls for ensuring the “safety of residents and property by supporting plans, programs, and investments that minimize the impacts of future natural hazard events and aid in rapid response and recovery.” Policies and strategies under this goal highlight the need for public-private partnerships for resilience planning (Policy 3.1), restricting development in unsafe places (Policy 3.2), investing in infrastructure redundancies (Policy 3.3), and coordinating emergency communications systems (Policy 3.5).

Statewide Planning Goal 8 Recreational Needs. *To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.*

Finding: Complies as Proposed. Recreational needs are addressed in the “Protected Environment” chapter of OC2040 (Chapter 4). Background information about parks and recreation is provided, along with goals, policies, and strategies to ensure that the recreational needs of the community are being met. Specifically, Goal 1 in this chapter is:

GOAL 1

Provide and maintain a comprehensive system of parks, trails, natural resource areas, and recreation amenities that is accessible to residents of all ages and abilities, enhances the environmental and aesthetic quality of the community, and encourages healthy living.

Under that goal, policies and strategies call for parkland to serve current and projected populations using level of service standards (Policy 1.1), equitable distribution of parks and trails across the city (Policy 1.2), wayfinding signage to enhance connections (Policy 1.3), and reducing barriers to parks access (Policy 1.4).

Statewide Planning Goal 9 Economic Development. *To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.*

Finding: Complies as Proposed. Goal 9 is addressed in the “Diverse Economy” chapter of OC2040 (Chapter 2), which includes information about economic development strategies in Oregon City as well as goals, policies, and strategies around economic vitality. Goal and policy language includes:

- Opportunities for a variety of goods, services, and employment options (Goal 1)
- Regular updates to economic studies to guide strategy-building (Policy 1.1)
- Adequate land for employment uses (Policy 1.2)
- Retention and recruitment of local businesses (Policy 1.3)
- Fair and equitable opportunities to compete for city contracts (Policy 1.4)
- Promotion of tourism industry (Policy 1.6)
- Programs to support a healthy and balanced workforce (Policy 1.7)

Statewide Planning Goal 10 Housing. *To provide for the housing needs of citizens of the state.*

Finding: Complies as Proposed. Housing policy is provided in the “Diverse Economy” chapter (Chapter 2) of the proposed OC2040 plan. This chapter includes an overview of housing conditions in Oregon City, summarizes findings from the most recently adopted (2021) housing needs analysis, and highlights the City’s compliance with House Bill 2001. OC2040 Goal 2 states that the city will “Provide housing options, including both rental and ownership opportunities, that are attainable for the full range of Oregon City households.” Policies and strategies under that goal establish that the city will plan for housing supply to implement findings from the housing needs analysis (Policy 2.1), ensure appropriate zoning for housing provision (Policy 2.2), support development of regulated affordable housing (Policy 2.5), and support opportunities for transit-oriented developments (Policy 2.4). This includes density increases for affordable housing and exploring options for variable system development charges and other incentives to support middle housing development (Strategies 2.5.C and 2.5.D). Goal 4 in Chapter 2 also contains policies and strategies related to energy-efficient building design (Policy 4.2), integrating infill development with existing neighborhoods (Policy 4.1), and providing comfortable and attractive public spaces throughout the city (Policy 4.3).

Statewide Planning Goal 11 Public Facilities and Services. *To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.*

Finding: Complies as Proposed. The “Connected Infrastructure” chapter (Chapter 3) of OC2040 provides the policy framework for public facilities and services, including an overview of existing facilities and services provided by the city and a summary of facility master plans, public works standards, and funding mechanisms. Goal 2 in this chapter states:

GOAL 2

Ensure public utilities and infrastructure are maintained and improved to adequately serve all existing areas of Oregon City and can be extended to serve newly developing areas in a logical and fiscally responsible manner.

Policies and strategies under this goal call for regular updates to facility master plans (Policy 2.1), adjustments to system development charges (Policy 2.2), equitable investment in public infrastructure (Policy 2.3), and climate resiliency approaches to facility planning (Policy 2.4), among others.

Statewide Planning Goal 12 Transportation. *To provide and encourage a safe, convenient and economic transportation system.*

Finding: Complies as Proposed. Transportation is addressed in the “Connected Infrastructure” chapter of OC2040. This chapter (Chapter 3) establishes the 2013 Transportation System Plan as the primary guide for development and management of the city’s transportation facilities. It also references additional documents that have been added to the TSP, including corridor plans and trail plans. Reference to the 2017 Transportation Demand Management Plan is also provided in this chapter. Chapter 3, Goal 1 calls for “a safe, comfortable, and accessible transportation network that serves all modes of travel, including non-motorized modes.” Under that goal, policies and strategies emphasize the need to plan for multimodal connectivity in Oregon City (Policy 1.1), reduce the city’s carbon footprint (Policy 1.2), promote safety through street design (Policy 1.3), and ensure equitable transportation investments across neighborhoods (Policy 1.4).

Statewide Planning Goal 13 Energy. *To conserve energy.*

Finding: Complies as Proposed. Goal 13 is addressed through the policy framework provided in the “Protected Environment” chapter of OC2040. This chapter (Chapter 4) contains a number of goals, policies, and strategies intended to promote and enhance energy conservation in the city, including:

- Adoption of a climate action plan (Policy 2.1)
- Enhanced efforts to increase re-use and recycling (Policy 2.3)
- Protection of the urban tree canopy (Policy 2.4)
- Protection of natural resource areas (Goal 2)
- Water conservation approaches (Policy 2.5)
- Strategies to encourage energy-efficient lighting (Policy 2.6)
- Sustainable building design approaches (Policy 2.2)

Statewide Planning Goal 14 Urbanization. *To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.*

Finding: Complies as Proposed. The “Diverse Economy” chapter of OC2040 (Chapter 2) addresses urbanization and includes background information related to recent housing needs analyses, economic development strategies, and urban growth boundary expansions that were done consistent with Title 11 of Metro’s Urban Growth Management Functional Plan. It also references the Urban Growth Management Agreement between Oregon City and Clackamas County, which serves as a guide to extension of public services to urbanizing areas. Goal 3 in Chapter 2 calls for “growth and development in a manner that implements the City’s 2040 Vision and maintains an urban growth boundary that supports and accommodates projected population and employment during the 20-year planning period.” Policies and strategies under that goal relate to efficient use of land and infrastructure (Policy 3.1), more compact, walkable neighborhoods (Policy 3.2), and balanced land uses to provide for housing and employment (Policy 3.3). Policy 3.4 specifically establishes the Comprehensive Plan land use map as

the long-range planning guide for development in the city and lists the 11 land use classifications that may be applied.

Statewide Planning Goal 15 Willamette River Greenway. *To protect, conserve, enhance and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River as the Willamette River Greenway.*

Finding: Complies as Proposed. Goal 15 is addressed in the “Protected Environment” chapter (Chapter 4) of OC2040, which describes the Willamette River as a major waterway of regional significance that brings aesthetic, recreational, and economic benefits to Oregon City. It references the statewide Willamette River Greenway protection plan (adopted in 1973) and the implementing section of Oregon City zoning, Chapter 17.48 Willamette River Greenway Overlay District. Goal 4 in this chapter specifically calls for ensuring the “economic and environmental health of the Willamette River Greenway as a key feature of Oregon City and the broader region.” Policies and strategies highlight protection of significant fish and wildlife habitat (Policy 4.1), preservation of scenic views (Policy 4.2), provision of access to the river (Policy 4.3), and protecting parks and recreation areas along the river consistent with the Oregon City Park and Recreation Master Plan (Policy 4.5).

Statewide Planning Goals 16 through 19.

Finding: Not applicable. Goals 16 through 19 are related to coastal/ocean resources and are therefore not applicable in Oregon City.

Chapter 17.50 Administration and Procedures

17.50.050 – Pre-application conference.

A. Pre-application Conference. *Prior to a Type II – IV or Legislative application, excluding Historic Review, being deemed complete, the applicant shall schedule and attend a pre-application conference with City staff to discuss the proposal, unless waived by the Community Development Director. The purpose of the pre-application conference is to provide an opportunity for staff to provide the applicant with information on the likely impacts, limitations, requirements, approval standards, fees and other information that may affect the proposal.*

- 1.*** *To schedule a pre-application conference, the applicant shall contact the Planning Division, submit the required materials, and pay the appropriate conference fee.*
- 2.*** *At a minimum, an applicant should submit a short narrative describing the proposal and a proposed site plan, drawn to a scale acceptable to the City, which identifies the proposed land uses, traffic circulation, and public rights-of-way and all other required plans.*
- 3.*** *The Planning Division shall provide the applicant(s) with the identity and contact persons for all affected neighborhood associations as well as a written summary of the pre-application conference.*

B. *A pre-application conference shall be valid for a period of six months from the date it is held. If no application is filed within six months of the conference or meeting, the applicant shall schedule and attend another conference before the City will accept a permit application. The Community Development Director may waive the pre-application requirement if, in the Director's opinion, the development has not changed significantly and the applicable municipal code or standards have not*

been significantly amended. In no case shall a pre-application conference be valid for more than one year.

C. Notwithstanding any representations by City staff at a pre-application conference, staff is not authorized to waive any requirements of this code, and any omission or failure by staff to recite to an applicant all relevant applicable land use requirements shall not constitute a waiver by the City of any standard or requirement.

Finding: The required pre-application conference meeting was held on November 1, 2022 under pre-application number 22-58.

17.50.055 - Neighborhood association meeting.

Neighborhood Association Meeting. The purpose of the meeting with the recognized neighborhood association is to inform the affected neighborhood association about the proposed development and to receive the preliminary responses and suggestions from the neighborhood association and the member residents.

- A. Applicants applying for annexations, zone change, comprehensive plan amendments, conditional use, Planning Commission variances, subdivision, or site plan and design review (excluding minor site plan and design review), general development master plans or detailed development plans applications shall schedule and attend a meeting with the City-recognized neighborhood association in whose territory the application is proposed no earlier than one year prior to the date of application. Although not required for other projects than those identified above, a meeting with the neighborhood association is highly recommended.*
- B. The applicant shall request via email or regular mail a request to meet with the neighborhood association chair where the proposed development is located. The notice shall describe the proposed project. A copy of this notice shall also be provided to the chair of the Citizen Involvement Committee.*
- C. A meeting shall be scheduled within thirty days of the date that the notice is sent. A meeting may be scheduled later than thirty days if by mutual agreement of the applicant and the neighborhood association. If the neighborhood association does not want to, or cannot meet within thirty days, the applicant shall host a meeting inviting the neighborhood association, Citizen Involvement Committee, and all property owners within three hundred feet to attend. This meeting shall not begin before six p.m. on a weekday or may be held on a weekend and shall occur within the neighborhood association boundaries or at a City facility.*
- D. If the neighborhood association is not currently recognized by the City, is inactive, or does not exist, the applicant shall request a meeting with the Citizen Involvement Committee.*
- E. To show compliance with this section, the applicant shall submit a copy of the email or mail notice to the neighborhood association and CIC chair, a sign-in sheet of meeting attendees, and a summary of issues discussed at the meeting. If the applicant held a separately noticed meeting, the applicant shall submit a copy of the meeting flyer, postcard or other correspondence used, and a summary of issues discussed at the meeting and submittal of these materials shall be required for a complete application.*

Finding: Complies as proposed. Legislative Files are reviewed by the Citizen Involvement Committee. This project has met with the CIC on various occasions over the course of the project, the latest being

March 2, 2022. Staff presented the final adoption draft Comprehensive Plan to the Citizen Involvement Committee on November 7, 2022.

III. RECOMMENDATION

Based on the findings in this report, staff recommends approval of file LEG-22-0003. If the Planning Commission recommends approval to the City Commission, staff will prepare an Ordinance for consideration by the City Commission to adopt the proposed plan.

IV. EXHIBITS

1. OC2040 Comprehensive Plan

Date	Topic	Issue / Comment / Concern	Staff Comment	Has this been Addressed? How?
Trieste Andrews 10/30/2022 Written Comment to staff	OC 2040 and lack of mention of Arts in the Community	OC2040 does not mention Arts or the importance of art in the community. "My concern is if the Art Commission is to use the 2040 plan to support some of their goals in the future - especially for funding needs - where and how can the 2040 plan be a platform for the Arts in our community."	The Comprehensive Plan is ultimately a document that guides the way the City uses land, plans for infrastructure, and protects the natural environment. It is set up to meet the Statewide Planning Goals that focus on land use, natural, and man-made systems. This does not mean that Art and the role it plays is not important to the City and the community but perhaps is best captured elsewhere like City Commission Goals.	A response was sent to Trieste. Should the Planning Commission or City Commission wish to amend the proposed Comprehensive Plan, staff will need that direction.
Trieste Andrews 11/7/2022 Written Comment to staff	OC 2040 and lack of mention of Arts in the Community-Response	Asks if the Comprehensive Plan can still be amended to address Art in the community	Yes, the draft can still be amended but that direction should come from the Planning Commission.	Trieste may attend the Planning Commission meeting to ask for an addition to the comp plan.
Rae Gordon 11/14/2022	OC2040 and the role of arts	Arts should have a bigger role in the comprehensive plan	Draft was amended by the Planning Commission to incorporate wording suggested by Trieste Andrews to incorporate arts.	Yes, the suggested changes were accepted by the Planning Commission.

Date	Topic	Issue / Comment / Concern	Staff Comment	Has this been Addressed? How?
Julie Hernandez, PGE 11/15/2022	OC2040 additional language	PGE is looking to include language specific to public and private utility services that encourages or allows the service to provide and maintain service levels and be allowed to expand and improve facilities as needed.	Ms. Hernandez presented PGE comments during the public hearing and subsequently submitted written suggested wording changes for the City Commission to consider. If desired by the City Commission, these suggestions could be added as policy statements to Chapter 3 Connected Infrastructure either under Goal 2 or Goal 3. The suggested wording that supports facilities from which utilities operate being allowed to expand could conflict with underlying or adjacent zoning that encourages other uses which support the City's long term needs and visions.	This comment has not been addressed

From: [Trieste Andrews](#)
Sent: Sunday, October 30, 2022 2:48 PM
To: [Aquilla Hurd-Ravich](#); [Oregon City Planning](#)
Cc: [Denyse McGriff](#)
Subject: Re: OC2040 Adoption Hearing Notice

Follow Up Flag: Follow up
Flag Status: Flagged

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I have skimmed through the entire 2040 draft and saw the word "Art" referenced only one time on page 14 of the document. Are there any other references? I did not see any other specific goals or visions for the Arts in the plan. Please let me know if I have missed something. I was a part of the meeting with the Three Rivers Artist Guild when the 2040 plan was first introduced and the public was asked for their input, but although I see TRAG referenced as one of the organizations in the beginning of the document I do not see any reference to the importance of Art in the plan.

The 2040 plan was first drafted in August of 2021, but the current Oregon City Art Commission was not established until September of 2021. The Art Commission missed being acknowledged by one month. My concern is if the Art Commission is to use the 2040 plan to support some of their goals in the future - especially for funding needs - where and how can the 2040 plan be a platform for the Arts in our community.

In the early 2000's Oregon City had a thriving Art Commission, mural committee and an art program and plan. Sculptures adorned the 7th street corridor, and murals were created throughout downtown. For reasons unknown, the Art Commission dissolved as well as the mural committee and in 2015 murals were actually no longer allowed. Things have changed. In 2021 Murals were reinstated into Oregon City's code and an Art Commission was established that same September. Two new murals have since been created - one at the Friends of the Bookstore on 7th Street, and one at the corner of 99 and Main by an artist from the Confederated Tribes of the Grand Ronde. The new Art Commission has met at least once a month since September of 2021 plus additional working sessions and is eager to reinstitute Art programs to our City. Can this be acknowledged in the 2040 plan so that there is support in the future especially for possible funding needs?

In addition to the Three Rivers Artist Guild which has a strong membership of approximately 110 members, there are other artist groups integrally involved in our community such as Art in Oregon, Clackamas County Arts Alliance and the LGBTQ youth group the Living Room. Where are these organizations represented in the 2040 plan and how will they be able to utilize it in the future for their goals and visions? I would also like to disclose that I am currently the chair of the Oregon City Art Commission, but this email is neither an opinion or comment by the Art Commission. I submit these thoughts only as a private citizen. Please let me know if there is a way to add Art and Culture into this vision for Oregon City's future.

On Mon, Oct 24, 2022 at 4:46 PM Aquilla Hurd-Ravich <ahurdravich@orc.org> wrote:

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The City of Oregon City Planning Commission will hold a public hearing regarding the adoption of Ordinance Number 22-1007 (Planning File LEG 22-00003) to consider adoption of a new Comprehensive Plan. The City Commission will hold public hearings on the matter once the Planning Commission has made a recommendation.

When:

7:00 p.m., November 14, 2022

Where:

Commission Chambers at the Robert Libke Public Safety Building, 1234 Linn Avenue, Oregon
City 97045 and virtually unless otherwise noticed.

For a full copy of the proposal one week prior to hearings, visit www.oregoncity.org/meetings. Any interested party may testify at the hearings or submit written comments to ocplanning@oregoncity.org at or prior to the public hearings while the record is open. Additional information may be found by calling (503) 722-3789.

FILE NUMBER: LEG 22-00003

REQUEST: Adoption Of A New Comprehensive Plan

PROJECT PAGE: <https://www.orcity.org/planning/project/leg-22-00003-comprehensive-plan-update>

AFFECTED AREA: City-wide

CONTACT PERSON: Aquilla Hurd-Ravich, AICP, Community Development Director (503) 722-3789 or ahurdravich@orcity.org

CITY NEIGHBORHOOD ASSN: City-wide



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City of Oregon City- Planning
695 Warner Parrott Road
Oregon City, OR 97045-2253

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--

Trieste Andrews
971-322-8610

- *“Art enables us to find ourselves and lose ourselves at the same time.”*
- *Thomas Merton*

From: [Trieste Andrews](#)
Sent: Tuesday, November 8, 2022 6:44 PM
To: [Aquilla Hurd-Ravich](#)
Subject: Re: OC2040 Adoption Hearing Notice

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Hi Aquilla - First thank you so much for all of your help and thoughts. I put together some really minor changes that may help integrate some art references. If this is something you can submit before the meeting that would be great. I will plan on being there in person. I also prefaced it with an introduction. Please let me know if there is anything else I can do.

To: Oregon City Planning Commission

I realize that the 2040 Comprehensive plan is nearing completion, and I apologize for not submitting some thoughts earlier, but I feel it is important to specifically reference Art into the 2040 plan. The draft of the 2040 plan was completed in August of 2021, but the reinstitution of murals and an Oregon City Arts Commission was not established until September 2021. Art has once again become an important initiative for Oregon City and I believe it is important to reference it in this Comprehensive plan. Moreover, a Steering Committee for an Art and Cultural plan for the TriCounty area including Multnomah, Washington, Clackamas and Portland metro has just been formed over the past month. They are investing \$500,000 for this plan and I believe it is in Oregon City's best interest to support this initiative in our own Comprehensive Plan. Of course I would like to include a whole section referencing Art in Oregon City and the specific goals and Policies, but in the interest of time and in honor of all the work the planning commission has put in over the past year, here are some minor requests for revision. Recommended changes are in yellow.

CHAPTER 1

GOAL 2 Acknowledge, protect, enhance, and commemorate Oregon City's historic and **art and** cultural resources

POLICY 2.4 Identify and protect important **art and** cultural resources and historic amenities through programs, designation, interpretive signage, and other means to increase awareness and generate appreciation.

STRATEGY 2.4.A Support the preservation of Oregon City's historic resources through public information, advocacy and leadership within the community, and the use of regulatory tools and incentive programs.

STRATEGY 2.4.B Support the preservation and initiatives of Oregon City's art resources through public information, advocacy and leadership within the community, and the use of regulatory tools and incentive programs.

POLICY 2.5 Provide activities and programs for residents and visitors that weave together historic and **art and** cultural resources, education, and recreation. STRATEGY 2.5.A Recognize the value of diverse cultural and historic resources and modern civic amenities. Integrate educational and recreational opportunities with the City's preservation efforts.

On Mon, Nov 7, 2022 at 1:36 PM Aquilla Hurd-Ravich <ahurdravich@orccity.org> wrote:

Hi Trieste,

If you can attend the public hearing on the 14th I recommend that you do. There is still time to add references to Art in the Comprehensive Plan, but at this point I think that direction should come from the Planning Commission. They have put many hours into the wording of this plan and I would not want to change it without their direction.

The Planning Commission may respond best to a specific recommendation and after looking at the draft it seems like Chapter 1, Goal 2, Policies 2.4 and 2.5 could be modified with the word Art and hold the same intension while promoting art in the community. The Planning Commission packet will be published today and you will see a revised Comp Plan with revised numbering.

Thanks,
Aquilla

From: Trieste Andrews <trieste.andrews@gmail.com>

Sent: Monday, November 7, 2022 1:23 PM

To: Aquilla Hurd-Ravich <ahurdravich@orccity.org>

Cc: Denyse McGriff <dmcgriff@orccity.org>

Subject: Re: OC2040 Adoption Hearing Notice

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Hi Aquilla - Thanks so much for your response. I was not involved in the project itself, except for the meeting that Lynda Orzen put together for the Three Rivers Artists Guild. I may be wrong, but my understanding was that originally there was a focus on art and culture that was headed up by Rae Gordon. I took for granted that it would ultimately be a part of the plan when it was finished. Not all cities include a focus on art in their Comprehensive plans but many do. With the reinstitution of murals and the Art Commission I was hoping that Oregon City would recognize art as an important part of their future planning.

Most cities recognize art as a direct asset to economic development. Urban growth planning, parks and recreation, and tourism can all greatly benefit by the integration of art in their future plans. Many cities institute a percentage for the Arts to fund their plans knowing art is such an asset to the overall economic vitality of a community. A steering committee (of which I am a member) has just formed for the counties of Multnomah, Washington, Clackamas and Portland Metro. We are ultimately looking at an investment of \$500,000 to create an art and cultural plan for our Tri-county area. With such a large investment on the importance of Art in our communities, wouldn't Oregon City want to follow this economic trend in our own city.

I guess the big question is - is it too late to integrate anything into the 2040 plan that references a plan for Art and Culture? The word "Art" is only mentioned one time in the 2040 plan. It is under the beginning vision statement as part of a Healthy and Welcoming Community. Is there a chance

to expand on this in the plan? I spoke with Denyse this morning, but she said you might have the answer to that. Let me know if there is anything I can do, and if you think it would be worth coming to the meeting on the 14th.

Thanks for your support and any other thoughts or help you can give.

On Wed, Nov 2, 2022 at 11:20 AM Aquilla Hurd-Ravich <ahurdravich@orccity.org> wrote:

Dear Trieste,

Thank you for your comments. I will be sure to include them with the packet that goes before the Planning Commission and City Commission. I also want to thank you for participating in the early feedback sessions when OC2040 was gathering public feedback.

The Comprehensive Plan is ultimately a document that guides the way the City uses land, plans for infrastructure, and protects the natural environment. It is set up to meet the Statewide Planning Goals that focus on land use, natural, and man-made systems. This does not mean that Art and the role it plays is not important to the City and the community but perhaps is best captured elsewhere.

You mentioned advocating for future funding needs for arts in our community. The City's budget is framed by goals set by the Commission every two years as part of their strategic planning process. The Comprehensive Plan may influence some of these goals but it is not the only document or way to advocate for support. The City Commission Goals can be seen [here](#) and the relationship of those goals to the budget can be found on page 1 (or 17 of the pdf) [here](#).

Thank you,



Aquilla Hurd-Ravich, AICP
Community Development Director
Community Development Department
City of Oregon City
695 Warner Parrott Rd
Oregon City, Oregon 97045
Email: ahurdravich@orccity.org
503.722.3789 Office
503.496.1553 Direct
503.250.2649 Cell

From: Trieste Andrews <trieste.andrews@gmail.com>

Sent: Sunday, October 30, 2022 2:48 PM

To: Aquilla Hurd-Ravich <ahurdravich@orccity.org>; Oregon City Planning <ocplanning@orccity.org>

Cc: Denyse McGriff <dmcgriff@orccity.org>

Subject: Re: OC2040 Adoption Hearing Notice

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FILE NUMBER: LEG 22-00003

REQUEST: Adoption Of A New Comprehensive Plan

PROJECT PAGE: <https://www.orcity.org/planning/project/leg-22-00003->

[comprehensive-plan-update](#)

AFFECTED AREA: City-wide

CONTACT PERSON: Aquilla Hurd-Ravich, AICP, Community Development Director (503) 722-3789 or ahurdravich@orcitem 8a.

CITY NEIGHBORHOOD ASSN: City-wide



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Trieste Andrews

971-322-8610

- *“Art enables us to find ourselves and lose ourselves at the same time.”*
- *Thomas Merton*

Art in the 2040 Comprehensive Plan – by Trieste Andrews
November 14, 2022

Good evening everyone – First thank you for the opportunity to speak tonight. I would like to disclose at this time that although I chair the Oregon City Art Commission, Director of Chamber Services for Oregon City, and a member of a steering committee that is investing \$500,000 for an Art Cultural plan for the Tri County area of Multnomah, Washington, and Clackamas, I do not represent any of the views of these organizations, but come as a informed and concerned Citizen.

I've reviewed the 2040 draft and found the word Art is mentioned only once and only in an introduction of a Healthy and Welcoming Community and combined with the word culture. Culture is referenced a few times within the document and although many of us use these terms interchangeably, there are stark differences. Culture is a society's norms, beliefs, and systems created by that society's history. Art can be a depiction of that culture, but Art can also be the mechanism to change that culture if desired or needed. Art is active, culture is stationary. Think of culture as a house that grows old and is in need of repair. The foundation is cracked, the roof needs to be replaced and the paint is chipping. Art can be the tool to transform this dilapidated house into a thing of beauty welcoming and ensuring safety to all that enter.

Oregon City's history, and sadly in some ways even today, is interspersed with a culture of exclusion and division. The Comprehensive plan maps out goals and strategies for a more diverse and inclusive City. Urging marginalized populations to share their individual cultures through murals, performances, writings, dance, and food are all ways to transform a divided community into an enriched and vital place to live. Parks and Recreation, the Library, Clean Water Resources, Economic Development, and Tourism – which are all referenced in the 2040 plan can all benefit from a specific plan in support of the arts. Art is not a decoration. Art is a Driver of economic goals and I believe it needs to be referenced in the 2040 Comprehensive plan.

Art in Oregon City has seen a roller coaster of support over the past 20 years. In 2000 Oregon City formed an art commission with three committees including an art fair, a mural committee and a public art committee. An ordinance for a 1.3% percentage for the arts was created and documented in 2003 and 4. However by 2005 the Art Commission dissolved along with its committees, and the art ordinance was never signed. Additionally, in 2015 the City code was revised to prevent murals from even being created. Things have changed over the past year. Murals were reinstated into the code in September 2021, an Art Commission was formed, and the Art Commission has requested that the 1.3 percentage of the arts be once again reviewed by the City Commissioners. With these new initiatives, I believe it is important that Art be incorporated as part of Oregon City's vision.

In multiple places the 2040 draft states that the Comprehensive plan is a platform to justify and request funding for initiatives outlined in the plan.

I quote: "The Comprehensive Plan is also implemented through area-specific and topic specific plans, which guide public investments."

Yet Art is not referenced in this 20-year plan.

I am concerned that if the Arts is not specifically referenced, it may be harder to request future funding and support. I would love to see a section dedicated to the Arts with goals and strategies but realize this may not be possible. I have suggested some minor changes to at last reference art, and hope that they can be incorporated

CHAPTER 1

GOAL 2 Acknowledge, protect, enhance, and commemorate Oregon City's historic and art and cultural resources

POLICY 2.4 Identify and protect important art and cultural resources and historic amenities through programs, designation, interpretive signage, and other means to increase awareness and generate appreciation.

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POLICY 2.5 Provide activities and programs for residents and visitors that weave together historic and art and cultural resources, education, and recreation. STRATEGY 2.5.A Recognize the value of diverse cultural and historic resources and modern civic amenities. Integrate educational and recreational opportunities with the City's preservation efforts.

If it is possible to incorporate more language, I am more than willing to help with this initiative. Thanks for listening.

From: Rae Gordon <blues_rae@msn.com>
Sent: Monday, November 14, 2022 4:03 PM
To: Aquilla Hurd-Ravich
Cc: trieste.andrews@gmail.com
Subject: 2040

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi

Trieste Andrews had sent me some of the information about art in the 2040 plan. I agree with Trieste. There are also some amazing opportunities coming our community's way in the form of grants and programs that are arts and culture related. To take advantage of these, art needs to have a bigger role.

I had been involved to be just one voice of art including music and other mediums. I did work on gathering information and voices but didn't have a chance to go over the final draft. I assumed it would have more of a presence.

My apologies that I didn't. I appreciate being a part of it so much and that the community had this opportunity.

I'm not sure I'll be able to make it tonight in person, but let me know if there is a zoom component or what else I might be able to do.

Thanks!

Rae Gordon

Sent from my iPhone

From: [Julie Hernandez](#)
Sent: Tuesday, November 15, 2022 4:16 PM
To: [Aquila Hurd-Ravich](#)
Cc: Julie.Hernandez
Subject: RE: OC2040 amendments

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Aquila,

Portland General Electric (PGE) appreciates the opportunity to provide comments regarding the OC2040 Comprehensive Plan. PGE and the City of Oregon City have a long history of working together cooperatively and we are thankful for the collaborative partnership. We welcome the consideration of the below language to be included in the OC2040 comprehensive plan.

1. The public and private utilities and services that serve the existing community and which are necessary to serve future population and development in the city, including electric power, natural gas, telecommunications and internet, water, and sewage disposal, are considered essential infrastructure and the providers of these services shall be (encouraged) (allowed) to provide and maintain service at levels that are adequate for the needs of the city and capable of serving anticipated future growth.

2. Public and private utility services including the water supply, sewage disposal, electric power, and telecommunications, are considered critical services and the locations and facilities from which they operate shall be allowed to be maintained, improved, and expanded as needed to support their operational capabilities and in keeping with the current and projected demands for the service they provide.

3. Certain public and private utilities and services including but not limited to electric power, telecommunications, the water supply, and sewage disposal are considered to be essential for recovery from natural and human-caused disasters and accidents, and shall be (encouraged) (allowed) to provide and maintain the facilities, services, capabilities, and equipment that are anticipated to be necessary for responding to a critical event or disaster and restoring service as rapidly as possible.

We appreciate the opportunity to submit comments. We look forward to any further discussions.

King Regard,
Julie Hernandez

Julie Hernandez
Local Government Affairs Manager | 503.484.7742



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An Oregon kind of energy.

From: Aquilla Hurd-Ravich <ahurdravich@orcity.org>

Sent: Monday, November 14, 2022 7:53 PM

To: Julie Hernandez <Julie.Hernandez@pgn.com>

Subject: OC2040 amendments

Please take care when opening links, attachments or responding to this email as it originated outside of PGE.

Hi Julie,

Do you have specific wording you would like to see added? I didn't quite catch which section you were referring to other than Energy Conservation I think in the protected environment section.

Thanks,
Aquilla



Aquilla Hurd-Ravich, AICP
Community Development Director
Community Development Department
City of Oregon City
695 Warner Parrott Rd
Oregon City, Oregon 97045
Email: ahurdravich@orcity.org
503.722.3789 Office
503.496.1553 Direct
503.250.2649 Cell



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 12/07/22

SUBJECT:

Parking Kiosk Replacement Project

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the quote with Northwest Parking Equipment Company.

EXECUTIVE SUMMARY:

The current downtown parking kiosks and coin operated parking meters are out of date and need to be replaced. The new kiosks will replace existing kiosks and meters and will not be adding any new paid parking spaces to what is currently being enforced.

BACKGROUND:

The Code Enforcement Division has been researching ways to make the paid parking program in Downtown Oregon City easier, more inclusive, and more accessible. The downtown parking corridor has been operating parking kiosks and coin meters for years. Over the last year, the HotSpot Mobile Parking App was introduced to provide an additional option for payment at the existing kiosk locations and throughout the metered parking stalls. The next phase is to update outdated parking kiosks and replace coin operated parking meters with kiosks.

Our current kiosks have approached the end of life. They are outdated, parts are no longer being made for the current kiosks, some are broken, and others have additional various problems associated with them. The current kiosks utilize 2G wireless capability, which is no longer available, and current software cannot be upgraded. They are also unable to read modern, thinner credit cards.

The city issued a Request for Proposals for Parking Kiosk Equipment, Software compatible with our current software, and Services. Five proposals were received on or before October 21, 2022. After review of all the proposals, it was decided the best and most cost-effective option for the city would be to contract with Northwest Parking Equipment Company (NPEC). NPEC is the current provider of the city's kiosk. The benefit with contracting with NPEC, would mean there is no additional charges above the purchase of the new machines. The existing hardware/software system already is integrated with the current system and the annual fees would be the same. Attached is a copy of the proposal from NPEC.

OPTIONS:

1. Approve the proposal with Northwest Parking Equipment Company
2. Deny the proposal with Northwest Parking Equipment Company

BUDGET IMPACT:

Amount: \$225,397.96

FY(s): 2022-23

Funding Source(s): American Rescue Plan Act (ARPA) Funds

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and Northwest Parking Equipment Company ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until June 30, 2024, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation shall not exceed \$225,397.96.

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

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

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

6. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
 PO Box 3040
 625 Center Street
 Oregon City, OR 97045
 Attention: City Manager

To Consultant:

Northwest Parking Equipment Company
13500 Lake City Way N.E., Ste. 208
Seattle, WA 98125
Attention: President, Roy Whipple, Jr.

Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

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

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

CITY OF OREGON CITY

Roy Whipple, Jr.

By: _____

Jim Band

Title: Chief of Police

By: _____

Title: _____

DATED: _____, 20

DATED: _____, 20



Northwest Parking Equipment Company

NW Distributors
Electronic Pay Stations

Item 9a.

October 18, 2022

Kelly Dilbeck
City of Oregon City
1234 Linn Avenue
Oregon City, OR 97045

Hi Kelly,

Thank you for the opportunity to respond to this Request For Proposals For Parking Kiosk Equipment, Software, and Services due on October 21, 2022, 4:00pm. The information below will be our response for the PROPOSAL CONTENT as requested in this RFP. Our VenTek venSTATIONS meet and exceed the City of Oregon City's specifications. All proposed new venSTATIONS require no additional costs (software & hardware) to the City to be integrated to our TicketManager Enforcement & Citation platform which the City is utilizing and specifying in this Request For Proposal. No other non VenTek vendor can meet this Request For Proposal Scope of Service request.

VI. PROPOSAL CONTENT:

1. Introductory Letter:

My name is Roy Whipple, Jr. and I am the President and owner of Northwest Parking Equipment Company, Inc. in Seattle Washington. I am the authorized individual to represent NWPE in any negotiations and contract signing.

2. Vendors Background, Approach, and Qualifications:

NWPE is a second generation family owned business. My father became Park Ur Self/VenTek's authorized distributor in the Pacific Northwest in 1959. Our only business is the sale, servicing, and support of the VenTek Pay Stations. Our approach is simple and straight forward-to provide the most dependable Pay Stations available with service and support that is second to no one. Whether you purchase one machine or fifty machines, your level of service and attention from us will not waiver.

VenTek, along with their local distributor NWPE, have been providing, servicing, and supporting electronic Pay Stations to the City of Oregon City for over (24) years now. Our local office is in Seattle, Washington and the VenTek factory is based in Petaluma, California. Our capabilities and resources have been demonstrated to the City for these past (24) years by providing robust equipment with local servicing and staff training when needed.

Company/Capacity-Relative Experience:

VenTek International employs approximately (50) individuals between their Petaluma, California and Vancouver, Canada offices. All manufacturing is done in the USA in Petaluma, California. Park Ur Self/VenTek was founded in Northern California in 1958. NWPE became their first distributor in 1959. Both companies have worked together in the sale and support of Pay Stations for over (62) years now. I as the second generation of ownership at NWPE have been the only authorized VenTek distributor in the Pacific Northwest now for (32) years.

Both VenTek and NWPE are very proud to have had this special and long term manufacturer/distributor relationship which is not common in our industry today. This is evident in our approach to assist our potential and existing customers with project management, installation, staff training, and most importantly, ongoing customer care and support.

Equipment/Kiosks-Relative Products:

Please see attached brochures along with the venSTATION specifications. All Pay Stations are compatible with our TicketManger platform for parking management control, citation issuing, and payments as you are currently using. As your staff is very familiar, as well as your parking patrons to our existing equipment, customer care and training to the public will be very minimal as you have experienced in the past with the venSTATIONS. Additional training to your staff will be provided on site by NWPE personnel during installation.

Training-Relative Experience:

We are able to provide training on the usage and maintenance of the venSTATIONS in a virtual format if desired? I however believe that "on site" training on the Pay Stations provides a better fundamental approach for our customers staff as then I am there and can answer any questions or concerns that may arise. In addition, "on site" training presents a more "hands on" approach when dealing with components, maintenance, servicing, etc.

The timeliness to execute the training will be immediately after the Pay Stations are installed for City staff. I will be the one to provide this training on site and every new Pay Station will not be put into service until it is functioning as desired and tested. City staff may also accompany me for additional training as I will be the one performing the final testing on each and every new Pay Station.

Project Management Approach:

This of course differs with each client and their goals. For the City of Oregon City, it will be very simple, efficient, and quite fast to administer.. The reason behind this is that City personnel and field staff is already very familiar with our hardware (venSTATIONS) and software (venVUE & TicketManger). We are simply adding/expanding to your current infrastructure. This also allows your patrons not to have to be reeducated on new payment machines, screen flows, directions, etc. The venSTATIONS are by far the most intuitive and easy to use Pay Stations available due to their automated user interface which is programmable via "Quick Picks". Customers merely select the predetermined Quick Picks programmed on the LCD interface and then insert their payment whether is be a card payment or a combination of bills and coins type payment. We will also work with the City as we have for years to ensure a successful deployment of all venSTATIONS as we will be on site until every one is functioning accordingly.

A few recent public institutions installations are as follows:

- City of Mukilteo
- City of St. Helens
- Town of LaConner
- City of Depoe Bay
- City of Warrenton

All of the above customers have new Pay By License venSTATIONS in a wide variety of applications from parking to boat moorage including integration with one customer for their existing License Plate Recognition system. This wide variety of applications demonstrates the versatility of our equipment as well as our engineering abilities to adapt in competitive markets.

References:

-Michael Kuehn
 Transportation Manager
 Portland Community College
 (971)722-4242

*Ongoing sale and support of Pay Stations for (29) years.

-Matt Niehaus
 Public Works Director
 City of Mukilteo
 (425)305-2613
 Lighthouse Point Park project.

-Brian Lease
 Public Works Director
 (360)940-3001
 Marina Moorage project.

-Jane Sweet
 Harbormaster
 City of Warrenton
 (503)861-3822
 Parking & Moorage project.

3. Fees for Services:

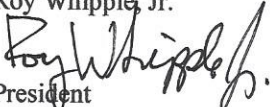
The total project fees have been provided and mailed via a separate sealed envelope marked "Estimated Fees" and split into two proposals of which are the total Pay Station costs with freight and on site installation inclusive of the approximate freight costs. The second proposal is for a "spare parts kit with ticket stock".

4. Insurance Requirements:

These will be presented upon request.

Thank you again for the opportunity to provide this Request For Proposal. I would also like to thank you for your past business and the trust you have placed in us! Please do not hesitate to contact me if you have any questions or concerns.

Roy Whipple, Jr.



President

Northwest Parking Equipment Company
 Office-(206)363-5265

venSTATION Pay Stations

The Pay Stations we are presenting to the City of Oregon City will work in tandem to your existing venSTATION and your current TicketManager platform. The new Pay Stations once installed will be connected to the existing venVUE® account. We can, of course, customize the rate tables according to the location of the Pay Stations and the particular needs for that area. No integration issues, your current staff is already familiar with the Pay Stations and venVUE®. The only training needed would be for the staff in the new locations.

The key to the profitability of any parking facility is the ability to collect revenues by implementing automated parking meters with customizable rate tables. Our parking applications are designed to simplify payment collection and reduce the need for parking attendants. We offer **pay and display** systems that issue permits that customers post right on their dashboards. Our **pay-by-space** systems allow customers the convenience of paying the parking fee by entering a designated space number with no need to return their cars to display a ticket. **Pay by License** systems that assess fees based on a license plate number are also available and included within this project.

VenTek Pay Stations are coupled with a powerful browser-based software, the venVUE® Central Management System (CMS). The venSTATIONS stylish looks and versatility are complemented by high-performance payment processing capabilities combined with smart online options and capabilities.

VenTek is certain that our Pay Station product line will meet the City's needs for years to come as your current Pay Stations are approximately (12+) years old.

Our venSTATION Pay Stations are very easy to operate and intuitive for customers to use as you have experienced. Options can be configured to meet the City's needs for parking coupons, validated parking and will take value cards, credit/debit cards, cash or coupons. Our stations are PCI-DSS Level 1 and PA-DSS Data Security certified.

Features & Benefits of VenTek Pay Stations:

- Ease of installation, operation and maintenance: nearly all parts are modular, easily replaced if necessary, with minimal to no tools required. Knock-out plates are pre-installed to accommodate future add-on modules.
- Capability to upgrade equipment with continued technological advancements.
- Stable, trouble-free operation in harsh environmental conditions and exposures.
- Unique and aesthetically pleasing appearance.
- Standard backup battery.
- ADA-compliance when installed at grade level.
- Familiar "ATM-style" customer interface.
- Optional solar panel or solar/AC hybrid charging system.



A fan system is included for proper ventilation in high-heat environments, whereas a heater is standard for extremely cold environments (not available on solar machines). Our Pay Stations allow customers to

choose payment type, coin, bill or credit card. The Pay Station interacts with parking enforcement with real-time information on payments, not just at the Pay Station. This allows for time limit free parking only once, then need to pay.

License Plate Payment systems allow the customer to pay for parking by entering their license plate at any Pay Station. Systems like this can add flexibility to your parking system and increase revenue by preventing time sharing.

Below is a description of our proposed Pay Stations for the City's parking lots.

- The Pay Stations can be programmed to be used for Pay by License, Pay by Space or as noted above, Pay and Display or other type pass as noted above.
 - The receipt can have almost any information the City would like printed on each receipt including advertising or coupons that can be perforated and torn off for redemption at a local business. This information can be programmed through the rate table and downloaded to the PAY STATION, which can be done through our customer service group or if someone is available in the City office to be trained, it can be done locally. Also the City may have custom printed receipt tape that will offer a static message to each visitor to the parking facility.
 - Additionally, the PAY STATION itself can be wrapped with a cover that display directions or other information to the park visitors.

Pay Station Specifications

The venSTATION cabinet is 11 gauge stainless steel which resists all corrosion.

- The venSTATION cabinet is made in three pieces, top, cabinet and door and it is mounted to a cement slab with 5/8" anchor bolts that are only accessible on the inside of the cabinet. The interior of the door edges overlap the interior cabinet edges to ensure that the door cannot be pried off and to keep out the elements. The construction keeps our rain as snow as well.
- We have Pay Stations in the most desolate of climates in both extreme cold and intense heat that have been successfully working for years. For extremely cold area, an interior heater is available to assist with keeping the pay station at more optimal working temperatures. They can work at 40° F, in Canada to 130° F in Death Valley National Park (without a heater -5° F, -20° C). We also have pay stations in Cities and Parks up and down the East Coast.
- The surface is powder coated; the venSTATION with gray textured paint with a yellow trim standard. Other colors can be chosen at additional cost and delivery time.
- The design of the faceplate is simple and it has a familiar ATM type face that is familiar to your visitors. Easy to read and easy to operate.
- There are no exposed bolts on the outside all installation bolts are on the inside.
- In addition to paint colors the Pay Stations may have customer wraps added to increase branding for the City.



- Pay Stations are built in one compartment, however the coin vault and bill vault are double keyed so technicians that performing maintenance work on the Pay Stations will not have the keys to remove the bill or coin vaults.
- And when the collections person removes the vault(s) they do not have the keys to open the vault. Those keys can be left at the administration office.
- Doors and locks are vandal resistant, there are no exposed hinges.
- The Pay Station cabinet lock is a Medeco lock keyed with a proprietary combination exclusively for new installations.
- The cabinet has one locking point that actuates a five point stainless steel locking system which requires a key and a hex wrench to access.
- Our Pay Station is designed to discourage any vandalism, the door is fitted so that no tool can be used to pry the locks or the door off.
- The credit card insertion areas are indented and it would be obvious if a skimmer or other implement was in use.
- Pay Stations meet all ADA compliance requirements in height, reach, audio and vision.
 - The center line of control is less than 48" above the pedestrian access route.
 - The Pay Station is operable with one hand with no tight grasping, pinching, or twisting of wrist required to operate.

Security

- The Pay Station cabinet lock is a Medeco lock keyed with a proprietary combination exclusively for new installations.
- The collection areas are stainless steel and are double locked for security.
- The cabinet has one locking point that actuates a five point stainless steel locking system which requires a key and a hex wrench to access. Electronic locks are available at cost.
- Both coin and bills can be collected at the same time as long as the collection staff has both keys.

Card reader

- The card reader is housed where it will not be affected by the elements
- The card reader is located in the main cabinet.
- It will read dual striped cards and smart cards with magnetic stripes, smart memory and microprocessor cards.
- The PAY STATION will still accept other payments if the credit card slot is not working.
 - A message will display on the screen regarding the use of credit cards.
 - A message/alert will be sent to the back office of the problem and we can also program the system to send text messages or emails to the appropriate staff to let them know of the issue.



Display

- VenTek's screen is back lit, 6" LCD (grayscale) screen. This tilted backlit screen makes it extremely easy to read in any lighting situation from high sun to low light. The letters and number are clear and sharp. With four lines of type at 22pt font as shown here, the message is easily read by the customer, even vision impaired and color blind customers can easily see the message. We can also offer additional lighting above the face plate of the Pay Station if needed for very dark situations.
- It is back lit with a Lexan cover to prevent glare and scratches
- The Pay Station's Display Module features a high visibility Liquid Crystal Display (LCD) with graphical capability. The LCD can be configured to display either 8 lines containing 40 characters text in so called, "Single Height, Single Width" format, or 8 lines of 24 characters text in "Double Height, Double Width" format, to improve usability for the visually impaired. In conjunction with this text mode, the LCD also supports a "pixel-addressable" mode capable of rendering graphical images.
- The message on the screens is programmable through the rate table and can be uploaded in real time to each Pay Station as needed. These changes can be made by contacting your local distributor (NWPE) or VenTek Client Relations group or by a trained staff member on site.
- The flow of the message can be programmed from Welcome to message complete transaction complete message.
- Operating status messages can be programmed to show on the screen for both users and maintenance personnel.
- Displays customer transaction information
- First language on the screens is English, additional languages can be added as long as they are Latin (alphanumeric) based.
- A red light can be added when there is a fault at the pay station.

**\$6.00 TO ENTER
PLEASE INSERT
CREDIT CARD OR BILLS
OR TAP EMPIRE PASS**

Keyboard

- VenTek's keyboards are push button, and back lit for easier viewing in low light conditions.
- They are resistant to freezing rain, sand, snow and other elements.
- We have two options either a 3x4 key pad with numbers 1-12 (most often used for ticket vending), alphanumeric (used for pay by plate parking). Our alphanumeric plate is backlit for easier viewing.
- Buttons are made of non-heat conductive material and will not become too hot because of being exposed to sunlight.

Printer

- The Pay Station printer utilizes thermal printing technology and stores the dot pattern structure in an EPROM & FONT prom. The printer is easily removed for servicing. The thermal paper we offer is capable of withstanding temperatures up to 180° F without turning black. The receipt length is adjustable, with a standard width of 2 3/8".

- The Pay Station is capable of printing on standard and sticky back thermal paper of various lengths.
- We offer pre-printed tickets that include logos and graphics. We can print bar codes and QR codes as requested.
- The receipts are printed internally and ejected to customer.
- Our high durability paper cutter will perform one million cuts without requiring sharpening or maintenance.
- The printers are not self-cleaning, however, we offer cleaning kits for the printers which are simple to use.
- Each printer has a mechanism to discharges static.
- The printer paper roll is capable of dispensing a minimum of 4,500 receipts per roll.
- It takes less than 60 seconds to replace a printer roll once the cabinet is open.
- The Pay Station is capable of printing all the information the County requires as noted above.
- Receipt design is programmable via the rate table and can be changed as needed.

Electronic components

- All components in the Pay Station are 'plug and play'. Removal and replacement is quick and easy with no special tools needed.
 - Most plugs are designed to lock in one-way, however to make doubly sure nothing is connected incorrectly, all wires and plugs are labeled with designations.
- All circuit boards and components are sealed and have proven to work well in humidity, however, if possible we recommend using AC with an internal heater when pay stations are used in areas of 20° below zero.
- Pay Stations are built with gaskets and foam molding around all openings as moisture barriers to the outside. Should any moisture get into the cabinet there are barriers built in to drain it away.
- All internal components are up off the bottom of the cabinet as well to ensure there would be nothing sitting in water should any get in the cabinet.
- The PAY STATION cabinets are insulated for better temperature control in harsh climates and have operated in extreme environmental conditions from -40° F, in Canada to 130° F in Death Valley National Park (without a heater -5° F, -20° C).

Cellular Connected

- Each Pay Station is equipped with a modem and software for 4G communications.
 - All Pay Stations are linked via venVUE® our central management system. This system is linked via Cloud based web service so that information is available in real time from the Pay Stations to the back office.
 - Transactions and alarms are communicated to the back office via internet access and the system can also be programmed to send text messages or emails to appropriate personnel for any specific alarms.

- Any connectivity charges will be included in the pricing sheet.
- Ethernet communication is an option if the cables are available.

Communications

- Our systems run in real-time via cloud service so all authorizations are done in real-time.
- If communications are down, the Pay Station will continue to accept transactions and will maintain all data until communications are restored at which time all data will be transmitted.
- Credit cards will be processed as requested through the City's merchant of record to be deposited in the City's bank of choice. We do not charge per charge transaction fees to the City or their customers.
- The security readers on Pay Stations are inserted into the face of the machine with a flat surface. The materials on the reader match the materials on the face plate of the machine. Any skimmer device would be obvious to the user. There is no additional room for anything other than the card to fit into the card slot.
- VenTek uses AWS Cloud, which gives our customers security is at its highest levels, including point to point encryption. Through redundancy, load-balancing, and data duplication, VenTek safeguards your data through one of the strongest platform available.

Data Security

- Data leaving the Pay Stations via Amazon Web Services (AWS) S3 server-side encryption uses one of the strongest block ciphers available, 256-bit Advanced Encryption Standard (AES-256), to encrypt your data.
- VenTek's Transaction Processing System is both PCI DSS and PA-DSS compliant and is certified by the PCI Standards Council. As a Level 1 PCI-DSS service provider, VenTek's two PCI data security certifications represent the strongest in the industry. In the eyes of the PCI Standards Council, this puts VenTek on the highest data security tier of any payment system provider.



Please refer to VenTek's name on listings of PCI-certified service providers by accessing the following websites:

PCI-DSS <http://www.visa.com/splisting/searchGrsp.do>

PA-DSS <https://www.pcisecuritystandards.org>

Software - Back Office Operations

VenTek's venVUE® central management software meets all of the requirements above. See below for further description for venVUE® Secure Web Revenue Portal.

VenTek International offers a complete management system for your revenue collection network called venVUE®. This web-based platform provides real-time Pay Station status, remote active and passive monitoring, remote Pay Station configuration and report generation for status, operational statistics, revenue collection and reconciliation. Whether your network is one or one-thousand, venVUE® can help you manage and maintain your revenue collection system. System uses American English language and the back office will be able to access venVUE® through their existing PCs with URLs and ID supplied initially by VenTek. This program and all of its data is available to the City at any time.

The User Interface

venVUE® provides a window into the network of meters via the Central Control Unit (CCU) and the system database. With venVUE® users can view status and transactional data in real-time, render reports to support audits and generate an array of statistical data

The screenshot displays the venVUE® Revenue Collection System web interface. The top navigation bar includes 'VENTEK - Snohomish' and 'venVUE® Revenue Collection System'. A left sidebar lists various system modules such as Configuration, Coupon Sales Support, Lot Status, and Management. The main content area, titled 'Pay Stations', shows details for a specific station: 'Pay Station Name: Wyatt_AC_VS', 'Lot: Wyatt Park', and 'Model: VenStation'. It also displays the 'Last Heartbeat Time' as 'Jun 18, 2019 14:12:04' and 'Today's Transaction Value' as '\$60.00'. A table of 'Details for Paystation ID: 3010137' lists various components and their status, all marked as 'OK' or 'Present'. A legend on the right explains the status colors: green for 'In Service, Pay Station Normal', yellow for 'In Service, Maintenance Required', red for 'Out of Service/Error', pink for 'Out of Service, Intrusion Detected', blue for 'Offline', light blue for 'Busy', and grey for 'Unknown (Disabled, Insecure)'. A 'Refresh' button and a link to the 'Rate Table' are also visible.

Details for Paystation ID: 3010137	
Battery	OK
Bill Acceptor	OK
Bill Dispenser	No Bill Dispenser
Card Dispenser	No Card Dispenser
Card Reader	OK
Cashbag	Present
Coin Acceptor	OK
Configuration	OK
Controller	OK
Database	OK
Door	Closed
Hopper	No Hopper
Intrusion	No Intrusion
Keyboard	OK
Last Configuration	OK
LCD	OK
Printer	OK
Status	In service, Paystation normal
Temperature	OK

Controlled Information Access

venVUE® allows for different levels of user access. Access to each module of venVUE® can be granted or restricted ensuring that employees only have access to the amount of detail necessary.

Remote Configuration

venVUE® provides remote access to certain configuration aspects of your network of meters. Users can alter rate information, enable or disable meters from the network, add/delete/modify lots, and control electronic coupon usage.

Real-Time Status and Monitoring

Using venVUE® a revenue network can be monitored in real-time and from remote locations at any time day or night. VenTek pay terminals provide database information and routine status reports using access to the internet via a direct connection, Wi-Fi or digital cellular. Should unauthorized access to a pay terminal take place, the system is able to generate an email or text message to alert authorities.

Audit and Reporting

All transactional and statistical data is uploaded to the CCU in real-time. This provides a second level of audit control for revenue collected at each terminal, as-well-as a much more extensive suite of audit and reconciliation reporting from venVUE®. All transaction detail is automatically uploaded to the CCU and is instantly available through a number of standard reports. Each audit period is also automatically closed through the cash collection process, and reports are generated at both the terminal level and through the CCU. Custom reports are available; however the system comes standard with a variety of reports that provide detailed information regarding revenue, enforcement, terminal details, statistics and sales transactions. venVUE® generates all reports in PDF format. Optionally, venVUE® can export any of the existing report data fields into a variety of other file formats (tab delimited, Excel, etc.) to allow the user to import data into other applications.

The venVUE® remote management system's reporting capabilities include:

- System Statistics
 - Usage patterns
- Revenue Reconciliation
 - Cash Pickup
 - Payment Card Settlements
- Transaction Lookup
 - By Payment Made: Cash, electronic
 - Cash Transactions with change payload by denomination
- Terminal Data
 - Machine status indications (Door open/close, etc.)
 - Peripheral status indications (Bill/coin Acceptor jam, printer fault condition, etc.)

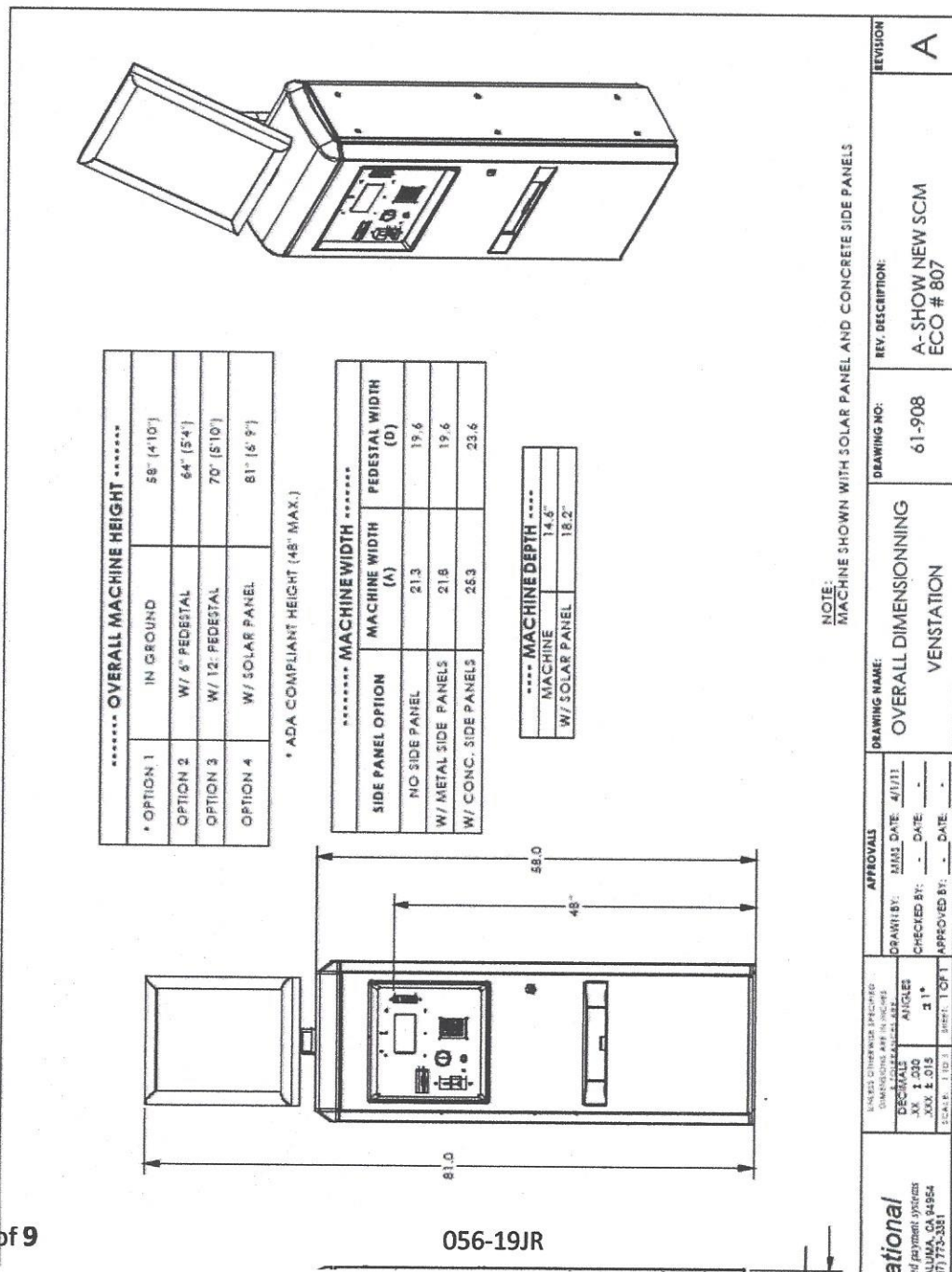
With venVUE® as your digital assistant, you have a secure revenue collection system that is simple to manage and flexible enough to grow with your business. You have the complete package with VenTek and the venVUE® web interface.

- All warnings and alarms are communicated to the back office as well as via text and/or email to assigned County staff.
- Pay Stations preform a "heartbeat" normally every 30 minutes. This heartbeat tests every function of the station and reports back to the back office if there are any concerns. It is recommended that every 5 minutes may be a stress load to the solar battery and a longer time frame is suggested. The time of the heartbeat can be programmed. Alarms are available 24/7 – 365.

Reports

- All reports on the home page for the City will show in a dashboard status
- Each standard report is available via the navigation pane on the left of the home screen. Reports can be chosen by clicking on the drop down menu.
- Each time the dashboard is open it will open to the home screen.
- Standard reports show as either chart or graph depending on the information being presented.
- All Standard reports listed are available in venVUE®. (See Attachments for examples.)
- Customized reports can be created for the City, also all data can be saved into.csv files to be down loaded to other applications as well.

venSTATION Overall Dimensions



venSTATION

Innovation and excellence

Pay & Display ○ **Pay by Space**
Pay by Plate ○ **Pay on Foot** ○ **Pay in Lane**



RELIABLE



REAL-TIME



SECURE



VERSATILE

- *PCI Compliant Card Processing*
- *PCI-DSS Level 1 & PA-DSS Certifications*
- *Real Time Authorization & Automated Settlement*
- *Relational System Database*
- *Supports all major credit cards & EMV Ready*
- *Customer-controlled value cards & coupon codes*
- *Supports all forms of internet connectivity*

- *USA Based Central Communications Facility*
- *10 Gauge steel with 1/4" steel reinforcement*
- *Audible & remote alarm capability*
- *Sealed and locked cash system*
- *Complete Audit & Transaction History*
- *Approximately 25"W x 58"H x 15"D*
- *Full ADA with max keypad height of 54"*

- *Solar Power, 110v A/C w/Battery Backup*
- *Hybrid Solar System with A/C Backup*
- *US, Canadian & International Currency*
- *Optional change giving in coins or bills*
- *Backlit LCD display w/ 22pt Font*
- *ATM-style menu driven interface*
- *Custom graphics & colors available*

Contact us today!

(707) 773-3373 ○ sales@ventek-intl.com

Twitter: @ventekintl

 **VenTek International**
engineering the future of automated payment systems

www.ventek-intl.com

1260 -A Holm Rd, Petaluma, CA

Proudly built in the USA

venSTATION

Innovation and excellence

Item 9a.

PAY BY LICENSE

REAL-TIME PAYMENT PROCESSING & CENTRALIZED SYSTEM MANAGEMENT

- ☐ PCI-DSS Level 1 & PA-DSS Data Security Certifications
- ☐ Real Time Payment Authorization & Automated Settlement
- ☐ Relational System Database
- ☐ Central Communications Facility

MULTIPLE PAYMENT METHODS

- ☐ Coins & Bills
- ☐ SmartCards & Value Cards
- ☐ Validations: Cards & Remote
- ☐ Credit Cards
- ☐ Debit Cards
- ☐ Electronic Coupons

MULTIPLE VENDING MODES

- ☐ Permit Issuance
- ☐ License Plate Recognition
- ☐ Handheld and/or Vehicle Mounted Enforcement
- ☐ Integration with LPR Optical Readers and Enforcement Systems
- ☐ DMV Integration for Residency Validation

NETWORK SUPPORT FOR 2 TO 200+

- ☐ DSL, Cable, Frame Relay
- ☐ Wi-Fi 802.11 (WPA/WPA2)
- ☐ Satellite and Dial-up for Remote Locations
- ☐ Digital Cellular Wireless (GPRS/CDMA)

REMOTE RATE MANAGEMENT PROGRAMMABLE BY...

- ☐ Variable Rates
- ☐ Flat Rates
- ☐ Multiple Picks
- ☐ Variable Time Durations
- ☐ Times of Day
- ☐ Days of Week
- ☐ Specific Dates (Special Events)

REAL-TIME LOCAL/ REMOTE REPORTING & NOTIFICATION

- ☐ Audit Reports
- ☐ Sales Reports
- ☐ Cash Collection Reports
- ☐ Service Alerts
- ☐ Intrusion Detection
- ☐ Enforcement Reports



For more information please contact us today
(707) 773-3373 info@ventek-intl.com

Proudly built in the USA



Interface

Large, easy to read LCD display
ATM-style menu driven interface
Custom graphics & colors available
Full QWERTY Illuminated Keypad

Payment Processing

US & Canadian & International Currency
Customer-controlled electronic pay cards
PCI Compliant Credit Card Processing
VISA, Mastercard, AMEX and Discover
Tokens: Programmable value

Change Giving (Optional)

All Coin Denominations
Programmable Coin Acceptor
600 Coin Capacity Coin Hopper

Ticket Printer

Low maintenance thermal printer
In excess of 5,000 tickets per paper roll

Security

10 Gauge steel with 1/4" steel reinforcement
Maximum security Medeco lock
Audible & remote alarm capability
Sealed cash system
High-strength, Double-locking Coin bag
1,000 Note Double-locking Bill Cassette
Audit reports & Complete Transaction Log History

Dimensions

Approximately 25" W x 58" H x 15" D
Full ADA with max keypad height of 54"

Power Sources

110v A/C (w/optional Battery Backup)
Solar - Battery

Page 240

1260 -A Holm Rd, Petaluma, CA 94954

Simple Electronic Payment Options

Item 9a.

Customer selects payment option at Pay Station

Options can be configured as code/card entry required, optional, or not allowed

If allowed Customer enters code using keypad or swipes card

Valid code/card provides discount amount programmed for 1 to 100 percent value

Code is verified; if approved transaction is complete.

Simple electronic payment options are available to VenTek clients and their customers.

Easy for you to operate.
Easy for your customers to use.

Can be added anytime to your VenTek Revenue Collection System

For use as:
Annual passcards
Parking coupons
Validated parking
Free Parking/Entry

Works with:
Pay and Display
Pay by Space
Pay by Plate
Pay on Foot

For more information please contact us today
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Northwest Parking Equipment Company

NW Distributors
Electronic Pay Stations

Item 9a.

October 18, 2022

Kelly Dilbeck
City of Oregon City
1234 Linn Avenue
Oregon City, OR 97045

Hi Kelly,

Thank you for the opportunity to respond to this Request For Proposals For Parking Kiosk Equipment, Software, and Services due on October 21, 2022, 4:00pm. The two cost proposals provided within are split into two separate quotes. One quote for the Pay Stations, installation, and training and the second quote is for the "spare package" which is discounted 10%.

Please do not hesitate to contact me if you have any questions or concerns. Thank you again.

Roy Whipple, Jr.

A handwritten signature in black ink that reads "Roy Whipple, Jr.".

President

Northwest Parking Equipment Company, Inc.
13500 Lake City Way NE
Suite 208
Seattle, WA 98125
(206)363-5265

Northwest Parking Equipment Company
13500 Lake City Way NE
Suite 208
Seattle, Washington 98125
(206) 363-5265

PROPOSAL

Item 9a.

Submitted to:

Kelly Dilbeck	Date: October 18, 2022
City of Oregon City	
1234 Linn Avenue	
Oregon City, OR 97045	

Customer P.O.

No.

Delivery Site:

To be specified. Is a forklift available or do you require a lift gate delivery truck?

QUANTITY	DESCRIPTION OF ITEM	AMOUNT
16	ALL PAY Pay By License venSTATIONS inclusive of 4G Online wireless kits at \$12,970.00 each including one that is the current "pilot" Pay Station.	207,520.00
16	Optional solar powered kits with 40 AHR batteries.	Included
16	Optional lockable bill acceptors with 1,000 capacity vaults with keys.	Included
16	Optional lockable coin acceptor vaults.	Included
16	Optional Pay By License alpha numeric keypads.	Included
1	On site setup of components, customization and programming, staff training and testing at \$150.00 each.	2,400.00
16	Rolls tickets at \$58.44 each for a total of \$935.04	No Charge
	**Quote valid for (30) days.	
	**Freight costs are "estimated" and may increase or decrease according to market conditions.	
	**Additional "Online Monthly" Fees apply to new Pay Stations over the current quantity being replaced.	

FREIGHT
WSST
TOTAL

2,289.00
N/A
\$212,209.00

OTHERS TO SUPPLY: Installation of AFMs.

WARRANTY: One year parts and labor.

In the event that legal action must be taken to collect any and/or all of the contract price, Northwest Parking Equipment Company shall be entitled to reasonable attorneys' fees, court costs and preparation time. Preparation time will be calculated at Northwest Parking Equipment Company's shop rate and is in addition to attorneys' fees and late charges. Unless otherwise stated on invoices, all invoices will be payable, in full, thirty (30) days from invoice date. In addition, a 1.5% late charge per month will be assessed on all past due accounts. Northwest Parking Equipment Company's performance under this agreement is contingent upon strikes, accidents, delays of carriers and other delays unavoidable or beyond the reasonable control of Northwest Parking Equipment Company.

ACCEPTANCE

PAYMENT TERMS: Zero deposit with order.

\$Full payment due within 30 days of shipment.

The above prices, descriptions, and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the items specified by this proposal in accordance with the terms herein.

ACCEPTED:

NORTHWEST PARKING EQUIPMENT COMPANY

[Company Name]

By: _____

Roy Whipple, Jr.,

President

Date

Date

Northwest Parking Equipment Company
13500 Lake City Way NE
Suite 208
Seattle, Washington 98125
(206) 363-5265

PROPOSAL

Item 9a.

Submitted to:

Kelly Dilbeck	Date: October 18, 2022
City of Oregon City	
1234 Linn Avenue	
Oregon City, OR 97045	

Customer P.O.

No.

Delivery Site:

To be specified.

QUANTITY	DESCRIPTION OF ITEM	AMOUNT
	SPARE COMPONENT PACKAGE	
2 Each	LCDs, Controllers, Dual Hybrid Card Readers, Pay By License Keypads, Bill Acceptors With Locking Vaults, Coin Acceptors, Printers, and 1x4 keypads.	14,654.40
1	Less 10% discount	-1,465.44
	**Quote valid for (30) days.	

**FREIGHT
WSST
TOTAL**

Included with order.
N/A
\$13,188.96

OTHERS TO SUPPLY:

WARRANTY: One year parts and labor.

In the event that legal action must be taken to collect any and/or all of the contract price, Northwest Parking Equipment Company shall be entitled to reasonable attorneys' fees, court costs and preparation time. Preparation time will be calculated at Northwest Parking Equipment Company's shop rate and is in addition to attorneys' fees and late charges. Unless otherwise stated on invoices, all invoices will be payable, in full, thirty (30) days from invoice date. In addition, a 1.5% late charge per month will be assessed on all past due accounts. Northwest Parking Equipment Company's performance under this agreement is contingent upon strikes, accidents, delays of carriers and other delays unavoidable or beyond the reasonable control of Northwest Parking Equipment Company.

ACCEPTANCE

PAYMENT TERMS: Zero deposit with order.

\$Full payment due within 30 days of shipment.

The above prices, descriptions, and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the items specified by this proposal in accordance with the terms herein.

ACCEPTED:

NORTHWEST PARKING EQUIPMENT COMPANY

[Company Name]

By:

President

Date

Date

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

Item 9a.

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

2. Payment.

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

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

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

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

3. Independent Contractor Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

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

Item 9a.

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

6. Payment of Laborers; Payment of Taxes.

(a) Contractor shall:

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

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

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Contractor under this Agreement and, unless Contractor is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligation.

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

(b) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Contractor by reason of this Agreement.

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

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

7. SubContractors and Assignment.

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

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

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

10. Compliance With Applicable Law.

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

Page 2 of 5

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 9a.

Contractor shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

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

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

13. Indemnity and Insurance.

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

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

workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Contractors of Contractor shall maintain such insurance.

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

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

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

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

Item 9a.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

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

be provided free of cost to City.

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

24. Arbitration.

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

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

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

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

Item 9a.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

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

PARKING KIOSK REPLACEMENT - 2022

**THE KIOSKS BEING PROPOSED ARE REPLACING
OLD KIOSKS AND COIN OPERATED METERS IN
AREAS THAT HAVE BEEN ENFORCED FOR
YEARS. THERE ARE NO NEW AREAS OF
ENFORCEMENT.**

CURRENT KIOSK PROBLEMS

- 5 years beyond end-of-life cycle
- Parts no longer available
- 2G wireless service has been terminated by carriers
- No longer accept / process credit card payments, only cash/coin
- Kiosks are not compatible for wireless upgrades
- Will not accept thinner new generation bank/credit cards
- Do not provide detailed receipts for tracking/audit purposes
- Do not have pay by plate option, must return receipt to be visible in vehicle

ISSUES WITH COIN OPERATED METERS:

- Daily maintenance / emptying of meters - very time consuming for staff
- Meters often damaged (Super glue, stickers, graffiti and other items jammed into)
- Theft of entire meter head(s)
- No means to track money input into meters. (kiosks provide itemized receipts)
- Blocking right-of-way in front of businesses
- Meter parts not available, have been discontinued for years

CURRENT AND OLD COIN OPERATED METER LOCATIONS

RED – EXISTING COIN METERS

**GREEN – COIN METERS ALREADY
REMOVED & HAVE KIOSKS IN PLACE**



CURRENT METERED PARKING 14TH STREET & MAIN/13TH



9TH STREET & NEW KIOSK EXAMPLE



NEW KIOSK BENEFITS

- Convenience of paying by card / cash / coin
- Faster 4G wireless service for customer card approval
- Updated solar technology for longer, more efficient run time
- Ability to upgrade internal parts with technology upgrades
- Pay by Plate. This technology no longer requires customers to return receipts to vehicle
- Allows us to remove the remaining 200-coin meters/poles in right-of-way
- Removing meters will provide staff more time to provide customer service and enforce parking at the north end of Main Street and on The Bluff.

LOCATIONS OF KIOSKS

- Along Main Street from 99E to 14th Street
- Installing Kiosks on corners / intersections will:
 - Maximize visibility
 - Reduce number of kiosks required
 - Reduce overall expense

CURRENT KIOSK LOCATIONS

- - Main Street from 5th to 9th
- - 7th, 8th & 9th Streets
- - Municipal Lot
- Current Total: 13



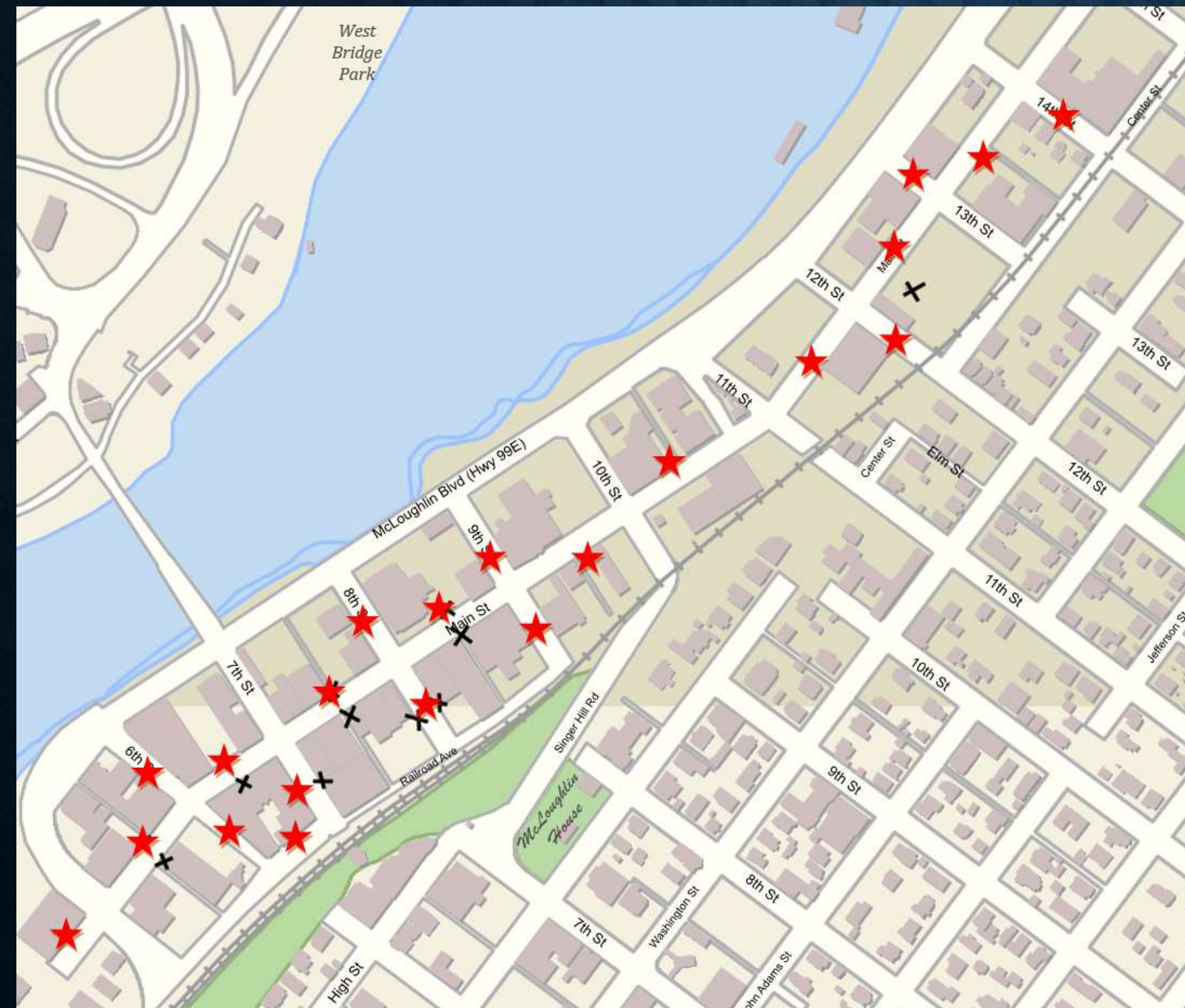
PROPOSED KIOSK LOCATIONS

- Main Street between 4th to 14th
- Locations indicated by a red star
- Will not increase current metered areas
- Increase from 13 to 16 kiosks
- More could be added to cover mid block need
- These will be finalized during installation
- Total: 16



MID BLOCK KIOSK PLACEMENT

Total Kiosks: 21



PARKING REVENUE

August 2021 to August 2022

Parking Revenue - (Includes Meters, Kiosks, Parking Permits)

➤ \$167,673.55

HotSpot Revenue – (Mobile Parking App)

➤ \$10,529.90

Citation Revenue - (For fines paid on time, late and collections)

➤ \$121,078.31

Total: \$299,281.76

QUESTIONS?



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Mayor Denyse McGriff

Agenda Date: 12/07/2022

SUBJECT:

Discussion of Returning to the Original City Seal

BACKGROUND:

From a preliminary investigation, it appears that Oregon City has had two city seals in its history. The original seal, still in possession of the City, depicted the Willamette River and the adjacent river bank with some small homes. We cannot determine when this seal was adopted, but it appears to originate from the late-1800s.

The City adopted the current City Seal on March 1, 1989 using Ordinance No. 89-1002. The new seal replaced the original seal and included a variety of images representing the City.

Around the same time, the City adopted the City Flag under Ordinance No. 87-1010 and Ordinance No. 89-1001. These flags utilize the newer City Seal adopted in 1989.

The City is still in possession of the original city seal, but does not have digital versions for use in letterheads and other materials. If the City Commission chose to replace the current City Seal, the City would need to have an graphic artist create high-resolution color digital images of the original seal. Further, we may need to replace the City Flag that uses the new City Seal.

The images below are examples of the new and old City Seals:



ORDINANCE NO. 89-1002

AN ORDINANCE PROVIDING FOR THE ADOPTION OF A NEW CITY SEAL FOR THE CITY OF OREGON CITY.

OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Effective on the date provided in Section 4 of this ordinance, the official new City Seal of the City of Oregon City, which is on file with the City Recorder's office, is hereby approved and accepted, and shall be the Seal of the City of Oregon City. No person shall make use of the City Seal without the written permission of the City Commission.

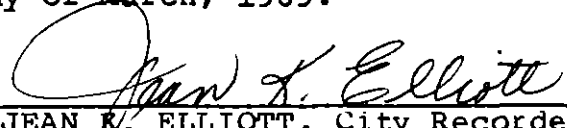
Section 2. The Seal of the City of Oregon City shall be depicted on the City Flag and shall be designed as herein shown:



Section 3. This ordinance shall be included at the beginning of the 1963 City Code.

Section 4. This ordinance shall be effective from and after July 1, 1989, provided, however, that the existing City Seal may be used on existing materials (e.g., letterhead, awards and the like) until existing stocks have been depleted.

Read first time at a regular meeting of the Commission held on the 1st day of March, 1989, and the foregoing ordinance was finally enacted by the City Commission this 1st day of March, 1989.


JEAN K. ELLIOTT, City Recorder

ATTESTED this 1st day of March, 1989.


DAVID D. SPEAR, Mayor

ORDINANCE NO. 89-1002

Effective Date: March 30, 1989



CITY OF OREGON CITY

INCORPORATED 1844

FOR AGEND ☐ Item a.
DATED

March 1, 1989

COMMISSION REPORT

1 1

Page ____ of ____

TO THE HONORABLE MAYOR AND COMMISSIONERS

Subject: Proposed Ordinance No. 89-1002, An
Ordinance Providing for the
Adoption of a New City Seal for the
City of Oregon City

Report No. 89-32

At its September 2, 1987 meeting, the City Commission adopted a City flag. Included within the design of the flag was the adoption of a new City Seal.

Therefore, on the March 1, 1989 agenda, there is proposed Ordinance No. 89-1002 (copy attached) which provides for the adoption of a new City Seal as depicted on the City flag and designed as shown within the ordinance. Based upon prior Commission adoption of a new City Seal, proposed Ordinance No. 89-1002 is now presented.

Notice of proposed Ordinance No. 89-1002 has been posted at City Hall, 320 Warner Milne Road; Courthours, 807 Main Street; and, Senior Center, 615 5th Street, by direction of the City Recorder. First reading should be approved, second reading be called and approved for final enactment.

THOMAS FENDER III
City Manager

jke
Attach.

ORDINANCE NO. 87-1010

AN ORDINANCE ADOPTING AN OFFICIAL CITY FLAG

WHEREAS, a number of interested citizens have lent their time, experience and skill to the design and production of a City flag for the City of Oregon City, Oregon, and

WHEREAS, said flag has been presented to the City for its exclusive use subject to certain conditions as hereafter set forth,

OREGON CITY DOES ORDAIN AS FOLLOWS:

Section 1. That the flag as designed is hereby accepted by the City and officially designated the official flag of the City of Oregon City, the original of which is on file in the City Recorder's office.

Section 2. The City of Oregon City hereby agrees that the flag, flag design and seal shall be the exclusive property of the City and permission to duplicate, reproduce or otherwise utilize said property shall only be granted for the exclusive benefit of the citizens of Oregon City and under none but the foregoing circumstances shall consent be given for use or duplication by any other entity, public or private.

Section 3. The City Commission of Oregon City, acting on its own behalf and on behalf of the citizens of the City, hereby extends the following individuals sincere thanks and gratitude for their individual efforts in achieving the design and production of the flag:

Father Joseph Browne
Cecil Edwards

Sandra J. Carlson
Wayne G. Wilson

Finally, special recognition is extended to

Alayne C. Woolsey

who designed, made and donated this flag to Oregon City.

Read first time at a regular meeting of the Commission held on the 7th day of October, 1987, and the foregoing ordinance was finally enacted by the City Commission this 7th day of October, 1987.

Jean K. Elliott
JEAN K. ELLIOTT, City Recorder

ATTESTED this 7th day of October, 1987.

Kenneth M. Mitchell
KENNETH M. MITCHELL, Mayor

ORDINANCE NO. 87-1010

Effective Date: November 6, 1987



CITY OF OREGON CITY

INCORPORATED 1844

FOR AGENDA Item a.
DATED

October 7, 1987

COMMISSION REPORT

Page 1 of 1

TO THE HONORABLE MAYOR AND COMMISSIONERS

Subject: Proposed Ordinance No. 87-1010, An
Ordinance Adopting An Official Flag

Report No. 87-115

At its September 2, 1987 meeting, the City Commission, on motion, accepted and adopted the flag as presented including the stipulations and directed that an ordinance be drafted to officially adopt the flag.

On the October 7, 1987 agenda, there is proposed Ordinance No. 87-1010 (copy attached) which will adopt an official City flag. Contained within the ordinance are the stipulations as requested by the donor.

Notice of proposed Ordinance No. 87-1010 has been posted at City Hall, 320 Warner Milne Road; Courthouse, 807 Main Street; and, Senior Center, 615 5th Street, by direction of the City Recorder.

Based on the Commission's prior acceptance of the proposed City Flag, it is recommended that first reading of proposed Ordinance No. 87-1010 be approved; second reading be called and approved for final enactment to become effective November 6, 1987.

THOMAS FENDER III
City Manager

jke
Attach.

cc: All Department Directors

N O T I C E

NOTICE IS HEREBY GIVEN that Proposed ORDINANCE NO. 87-1010, of the City of Oregon City, Clackamas County, Oregon, is available for public inspection at the office of the City Recorder, 320 Warner Milne Road, Oregon City, Oregon.

Said Ordinance will be considered by the City Commission at its meeting on the 7th day of October, 1987, at the hour of 8:00 o'clock p.m. The title of said Ordinance is as follows:

AN ORDINANCE ADOPTING AN OFFICIAL FLAG

POSTED this 30th day of September, 1987, by direction of the City Recorder. Places of posting are as follows:

1. City Hall, 320 Warner Milne Road, Oregon City, Oregon.
2. Courthouse, 807 Main Street, Oregon City, Oregon.
3. Senior Center, 615 - 5th Street, Oregon City, Oregon.

JEAN K. ELLIOTT, City Recorder

DO NOT REMOVE PRIOR TO OCTOBER 8, 1987

ORDINANCE NO. 89-1001

AN ORDINANCE PROVIDING FOR THE ADOPTION OF AN OFFICIAL FLAG FOR THE CITY OF OREGON CITY.

WHEREAS, on April 1, 1987, the City Commission adopted Ordinance No. 87-1001 which provided for the designation of Oregon City as the "End of the Oregon Trail"; and

WHEREAS, on September 2, 1987, the City Commission approved a basic design which included a new City Seal and City Motto for an official Flag for Oregon City.

OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Thirty days after the date of passage of this Ordinance the Official City Flag of the City of Oregon City, which is described in Section 2 of this ordinance, is hereby approved and accepted, and shall be the official Flag representing the City of Oregon City. No person shall make use of said flag without the written permission of the City Commission.

Section 2. The official Flag shall consist of 15 gold stars on a field of Navy blue with a center seal with extending, stylized wagon-wheel "ruts", and the motto MOTHER CITY OF OUR STATE in Latin (Urbs Civitatis Nostrae Prima Et Mater). Each star shall be partnered with the following symbols which appear inside the seal: 1) Falls; 2) Salmon; 3) Native American; 4) Beaver; 5) Dr. John McLoughlin; 6) Sailing Ship; 7) Covered Wagon and Oxen; 8) Fir Tree; 9) Wheat Stalks; 10) Beaver Coin; 11) Book of Laws - British, Biblical and American; 12) Eagle of the United States; 13) Setting Sun; 14) Motto; and, 15) Date of 1829, the founding of Oregon City.

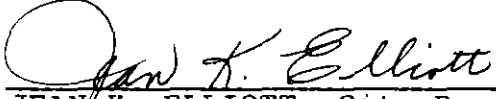
The American Primitive Seal shown on the first run of flags shall be replaced by the design depicted in Ordinance No. 89-1002 on subsequent flags. Both designs and their variations shall remain the property of the City of Oregon City.

Section 3. The official City Flag shall be displayed in the manner of the National and State Flags.

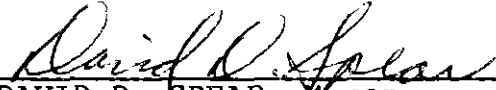
Section 4. This ordinance shall be included at the beginning of the 1963 City Code.

Section 5. This ordinance shall be effective from and after July 1, 1989, provided, however, that the existing logo may be used on existing materials (e.g. letterhead, awards and the like) until existing stocks have been depleted.

Read first time at a regular meeting of the Commission held on the 1st day of March, 1989, and the foregoing ordinance was finally enacted by the City Commission this 1st day of March, 1989.


JEAN K. ELLIOTT, City Recorder

ATTESTED this 1st day of March, 1989.


DAVID D. SPEAR, Mayor



CITY OF OREGON CITY

INCORPORATED 1844

FOR AGENDA Item a.
DATED

March 1, 1989

COMMISSION REPORT

1 1

Page ____ of ____

TO THE HONORABLE MAYOR AND COMMISSIONERS

Subject: Proposed Ordinance No. 89-1001, An
Ordinance Providing for the
Adoption of an Official Flag for the
City of Oregon City

Report No. 89-31

At its September 2, 1987 meeting, the City Commission adopted a City flag as prepared and presented by Alayne Woolsey. Included within the design of the flag was the adoption of a new City Seal and a City Motto. Subsequent to adoption, the completion of two model flags was accomplished.

On the March 1, 1989 agenda, there is proposed Ordinance No. 89-1001 (copy attached) which provides for the official adoption of the flag. A model of which will be presented and displayed at the meeting.

Based upon prior Commission adoption of a City flag, proposed Ordinance No. 89-1001 is now presented. Upon adoption of Ordinance No. 89-1001, Commission approval of Purchase Order Number 6565 (copy attached) for the purchase of 2- 5 x 8 flags and 4- 4 x 6 flags for a total of \$1,600, should be adopted on motion.

Notice of proposed Ordinance No. 89-1001 has been posted at City Hall, 320 Warner Milne Road; Courthouse, 807 Main Street; and, Senior Center, 615 5th Street, by direction of the City Recorder. First reading should be approved, second reading be called and approved for final enactment.

THOMAS FENDER III
City Manager

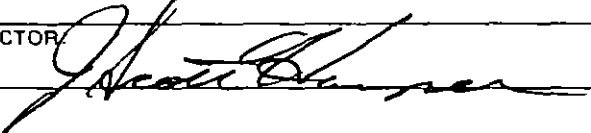
jke
Attach.

320 WARNER MILNE ROAD
OREGON CITY, OREGON 97045-4046
(503) 657-0891

PURCHASE ORDER NUMBER	▶ 6565
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V E N D O R	ELMER'S FLAG & BANNER	S H I P T O	
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[illegible]

INSTRUCTIONS TO VENDOR:		FOR CITY USE ONLY	
• NO BACK ORDERS UNLESS OTHERWISE SPECIFIED. • DO NOT BILL MORE THAN ONE PURCHASE ORDER ON EACH INVOICE. • ALL INVOICES, SHIPPING TAGS AND OTHER CORRESPONDENCE MUST SHOW CITY PURCHASE ORDER NUMBER. • SEND ALL INVOICES TO: CITY OF OREGON CITY FINANCE DEPARTMENT 320 WARNER MILNE ROAD OREGON CITY, OREGON 97045-4046		REQUISITIONER: DEPT. DIRECTOR:  OTHER: ☐ MAIL TO VENDOR ☐ RETURN TO REQUISITIONER	
ORIGINAL FINANCE DEPARTMENT		DATE PAID	CHECK NUMBER

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N O T I C E

NOTICE IS HEREBY GIVEN that Proposed ORDINANCE NO. 89-1001, of the City of Oregon City, Clackamas County, Oregon, is available for public inspection at the office of the City Recorder, 320 Warner Milne Road, Oregon City, Oregon.

Said Ordinance will be considered by the City Commission at its meeting on the 1st day of March, 1989, at the hour of 8:00 o'clock p.m. The title of said Ordinance is as follows:

AN ORDINANCE PROVIDING FOR THE ADOPTION OF AN OFFICIAL FLAG FOR THE CITY OF OREGON CITY

POSTED this 22nd day of February, 1989, by direction of the City Recorder. Places of posting are as follows:

1. City Hall, 320 Warner Milne Road, Oregon City, Oregon.
2. Courthouse, 807 Main Street, Oregon City, Oregon.
3. Senior Center, 615 - 5th Street, Oregon City, Oregon.

JEAN K. ELLIOTT, City Recorder

DO NOT REMOVE PRIOR TO MARCH 2, 1989