



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING - REVISED AGENDA

**Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, December 06, 2023 at 7:00 PM**

6:00 PM - EXECUTIVE SESSION OF THE CITY COMMISSION:

The Executive Session will begin at 6:00 PM and end prior to the City Commission Regular Meeting.

- Pursuant to ORS 192.660(2)(f): To consider information or records that are exempt by law from public inspection.

7:00 PM - 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@orcity.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- Email recorderteam@orcity.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**
- 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.](#) Change Order No. 2 for the Main Street ADA Project (CI 22-013)
- [7b.](#) Intergovernmental Agreement Transferring Longstanding Court from Clackamas County to Oregon City
- [7c.](#) Permanent Public Utility(s) Easement for Linn Basin Sanitary Sewer I & I Rehab Project 2 – Perez Property (CI 23-002)
- [7d.](#) Contract for Avigilon Door Access Control Systems for the Library, City Hall, and Community Development
- [7e.](#) Resolution No. 23-27, Authorizing the Nomination of the Oregon City Traffic Signal Upgrades Project for the 2023 All Roads Transportation Safety Grant Program
- [7f.](#) Resolution No. 23-29, Authorizing the Nomination of the Oregon City Molalla Avenue & Pearl Street Intersection Safety Improvements for the 2023 All Roads Transportation Safety Grant Program
- [7g.](#) New Trail News Design Contractor
- [7h.](#) Minutes of the August 16, 2023 Regular Meeting
- [7i.](#) Minutes of the September 6, 2023 Regular Meeting
- [7j.](#) Minutes of the November 7, 2023 Work Session
- [7k.](#) Minutes of the November 7, 2023 Joint Work Session

8. PUBLIC HEARINGS

- [8a.](#) Resolution No. 23-28, A Real Estate Contract for the Sale of Public Works Property Located at 13445 Gaffney Lane
- [8b.](#) First Reading of Ordinance No. 23-1011, A Legislative Zoning Code Text Amendment to the MUC - Mixed-Use Corridor Zone District (LEG 23-00001)

9. GENERAL BUSINESS

- [9a.](#) Resolution 23-30, Supporting the Formation of Congressional Truth and Healing Commission on Indian Boarding School Policies
- [9b.](#) Miscellaneous Contract and Agreement No. 73000-00019224 with the Oregon

Department of Transportation for the Oregon City Quiet Zone

[9c.](#) Commissioner Attendance at Conferences - Schedule for 2024

10. COMMUNICATIONS

City Manager

[a.](#) City Commission 2021-2023 Goals Update

[b.](#) City Commission 2023-2025 Goals Update

Commissioners

Mayor

11. ADJOURNMENT

EXECUTIVE SESSION OF THE CITY COMMISSION:

The Executive Session will begin after the adjournment of the City Commission Regular Meeting.

- 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.

ORDINANCE NOTICE

If an ordinance is noticed above in this agenda, the text of the ordinance is available online with the posted agenda packet. In addition, three copies are provided for public review in the Office of the City Recorder upon request.

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 WFMC at 503-650-0275 for a programming schedule.



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 12/06/2023

SUBJECT:

Change Order No. 2 for the Main Street ADA Project (CI 22-013)

STAFF RECOMMENDATION:

Authorize the City Manager to execute Change Order No. 2 in the amount of \$33,039 for the Main Street American with Disabilities Act (ADA) Project (CI 22-013).

EXECUTIVE SUMMARY:

Change Order No. 2 to the Main Street ADA Project (CI 22-013) represents work additions totaling \$33,039. The net increase from Change Orders No. 1 & No. 2 to the Main Street ADA Project (CI 22-013) represents work additions totaling \$82,539 and an overall contract increase of 17.94 percent.

BACKGROUND:

On July 27, 2023, the City Commission approved the contract between Icon Construction and Development (Contractor), in the amount of \$460,144.50, to construct the Main Street ADA Improvements.

After all ADA ramps were constructed, the City's consulting engineer, Wallis Engineering, conducted a pre-paving meeting with the Contractor and the City's Project Manager to determine the extent to which the roads would need to be repaved. The condition of the existing asphalt within the project limits was observed to be in very poor condition. To provide a satisfactory asphalt pavement repair, additional asphalt removal and replacement was proposed around the intersection and adjacent to the new sidewalk improvements. There was also additional temporary and permanent asphalt restoration associated with trench patches for the conduit installation from Change Order No. 1, as noted in the attached Paving Plan. A list of the affected bid items and resultant change is provided below:

ITEM	DESCRIPTION	COST
9	Removal of Surfacing	\$2,784.00

27	Trench Resurfacing, Temporary ACP, 2-Inch Depth	\$1,755.00
29	Level 2, 1/2 Inch Dense ACP Mixture	\$28,500.00
TOTAL		\$33,039.00

Previously Approved Change Order No. 1 -

In June 2023 the City received notice of the issuance of State Lottery Bond Funding for the Main Street Connective Corridor Project. Knowing this Main Street ADA Project was in the process, it was decided by the Public Works Director that lighting conduit needed to be installed under the ramps prior to them being constructed. In September 2023, the project team was directed to add the lighting conduit system with the Main Street ADA Project to serve future lighting for the Main Street Connective Corridor. Installing the conduit (with the Main Street ADA Project) eliminates the need to remove existing sidewalks and ADA ramps for the future Main Street Blvd project that is envisioned to install street lighting on Main Street. This change will reduce future work that will impact the public. This resulted in Change Order No. 1 increasing the construction cost by \$49,500.

Over the course of this project the City added a variety of work items, all of which provide value to the community and minimize the impacts of the construction work with the future Main Street Connective Corridor Project. The original contract price was awarded at \$460,144.50. Change Order No. 2 to the Main Street ADA Project (CI 22-013) represents work additions totaling \$33,039. The net increase from Change Orders No. 1 & No. 2 to the Main Street ADA Project (CI 22-013) represents work additions totaling \$82,539 and an overall contract increase of 17.94 percent. The net increase of additional work days approved under Change Orders No. 1 through 2 is a total of 49 days.

OPTIONS:

1. Authorize the City Manager to execute Change Order No. 2.
2. Authorize the City Manager to execute Change Order No. 2 with specific modifications.
3. Deny the Change Order. If the Commission chooses to deny the Change Order, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$33,039.00

Fiscal Year(s): 2024

Funding Source(s): Transportation System Development Charge (SDC)

CHANGE ORDER

No. 2DATE OF ISSUANCE 11/13/2023 EFFECTIVE DATE _____PROJECT: CI 22-013 Main Street ADA ProjectOWNER CITY OF OREGON CITYCONTRACTOR ICON DEVLPMENT & CONSTRUCTIONContract: CI 22-013 Main Street ADA ProjectOWNER's Contract No. CI 22-013 ENGINEER's Project No. CI 22-013ENGINEER Wes Wegner (Wallis Engineering)

The following includes details for Change Order 2 which includes multiple items.

Change Order 2 –

Item 2.1 – Additional Asphalt Restoration

Item 2.2 – Extra Work as Authorized reduction

Item 2.3 – Contract Time Extension

You are directed to make the following changes in the Contract Documents.

Item 2.1: Additional Asphalt Restoration

Description: Construct additional asphalt concrete pavement restoration at the direction of the Engineer and City.

Reason for Change Order: The condition of the existing asphalt within the project limits was observed to be in very poor condition adjacent to the restoration areas shown in the plans. In an effort to provide a satisfactory asphalt pavement repair as part of the project, the Contractor was directed to remove and replace additional asphalt adjacent to the improvements. This change order also includes additional temporary and permanent asphalt restoration associated with the conduit installation included in Change Order 1. A list of the affected bid items and resultant change is provided below:

Item No.	Item Description	Changed Quantity	Units	Contract Unit Price	Total Cost
9.	Removal of Surfacing	116	SY	\$24.00	\$2,784.00
27.	Trench Resurfacing, Temporary ACP, 2-Inch Depth	39	SY	\$45.00	\$1,755.00
29.	Level 2, 1/2 Inch Dense ACP Mixture	95	TON	\$300.00	\$28,500.00

Change in Contract Price: The changes result in an increase to the Contract of \$33,039.00. Payment will be made under the original bid items and unit prices for work actually completed.

Change in Contract Times: There is no change in contract time as a result of this change.

Item 2.2: Bid Item 1: Extra Work as Authorized reduction

Description: Reduce the remaining dollar amount of Bid Item 1: Extra Work as Authorized as a result of change orders 2.1.

Reason for Change Order: The total dollar amount of Bid Item 1: Extra Work as Authorized is reduced to partially offset the additional costs associated with change order item 2.1 above in an effort to reduce the increase to the contract amount.

Change in Contract Price: Change Order Item 2.2 will not be paid but results in a decrease to the Contract of (\$3,000.00).

Change in Contract Times: There is no change in contract time as a result of this change.

Item 2.3: Contract Time Extension

Description: Extend the total contract time allowance.

Reason for Change Order: The Contractor requested additional contract time with the following justification:

1. The additional conduit improvements included into the Contract as part of Change Order 1 has taken considerably longer to complete than the Contractor originally anticipated. The delays were primarily caused by numerous existing utility, some of which were unlocated, that were not originally anticipated.
2. The late October and early November weather has caused scheduling delays for weather dependent work types such as concreting, paving and striping.
3. The business owner of the Ice House requested that the Contractor delay concreting in front of their business for approximately 5 days to avoid significant impacts to their business during the Halloween holiday which is a high business volume weekend.

The City agrees with the justifications provided by the Contractor.

Change in Contract Price: There is no change to the Contract Price as a result of this change.

Change in Contract Times: An additional 21 calendar days will be added to both the Substantial Completion contract time and the Final Completion contract time as a result of this change.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 460,144.50	Original Contract Times: Substantial Completion: 10/13/2023 Ready for final payment: 10/27/2023 (days or dates)
Net Increase from previous Change Orders No. 0 to No. 1: \$ 49,500.00	Net change from previous Change Orders No. 0 to No. 1: Substantial Completion: 21 Ready for final payment: 21 (days)
Contract Price prior to this Change Order: \$ 509,644.50	Contract Times prior to this Change Order: Substantial Completion: 11/3/2023 Ready for final payment: 11/24/2023 (days or dates)
Net Increase of this Change Order: \$30,039.00	Net Increase (Decrease) of this Change Order: Substantial Completion: 21 Ready for final payment: 21 (days)
Contract Price with all approved Change Orders: \$ 539,683.50	Contract Times with all approved Change Orders: Substantial Completion: 11/24/2023 Ready for final payment: 12/15/2023 (days or dates)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: 11/13/2023

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 11/15/2023

EJCDC No. 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect price or times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

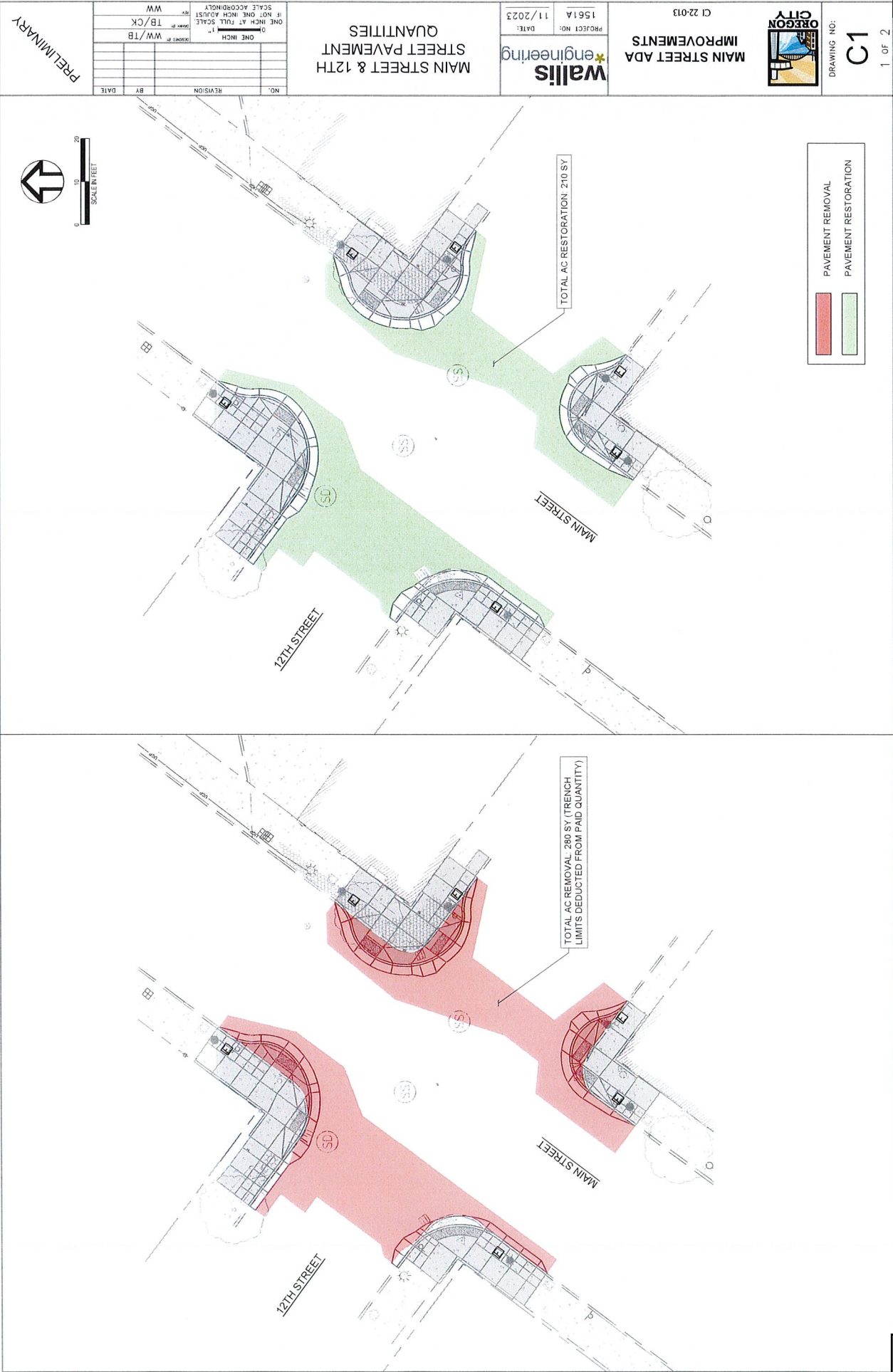
For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

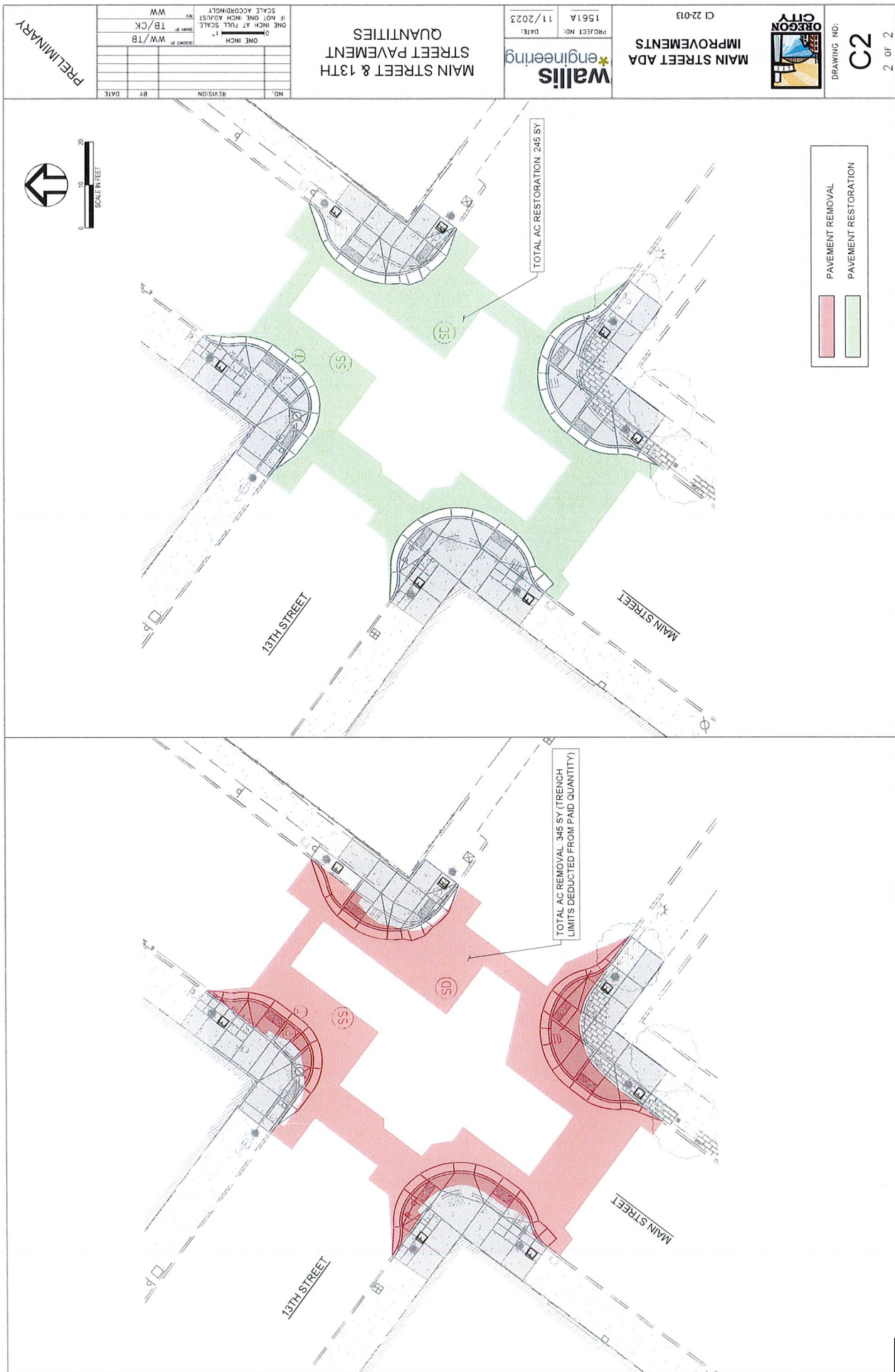
B. COMPLETING THE CHANGE ORDER FORM

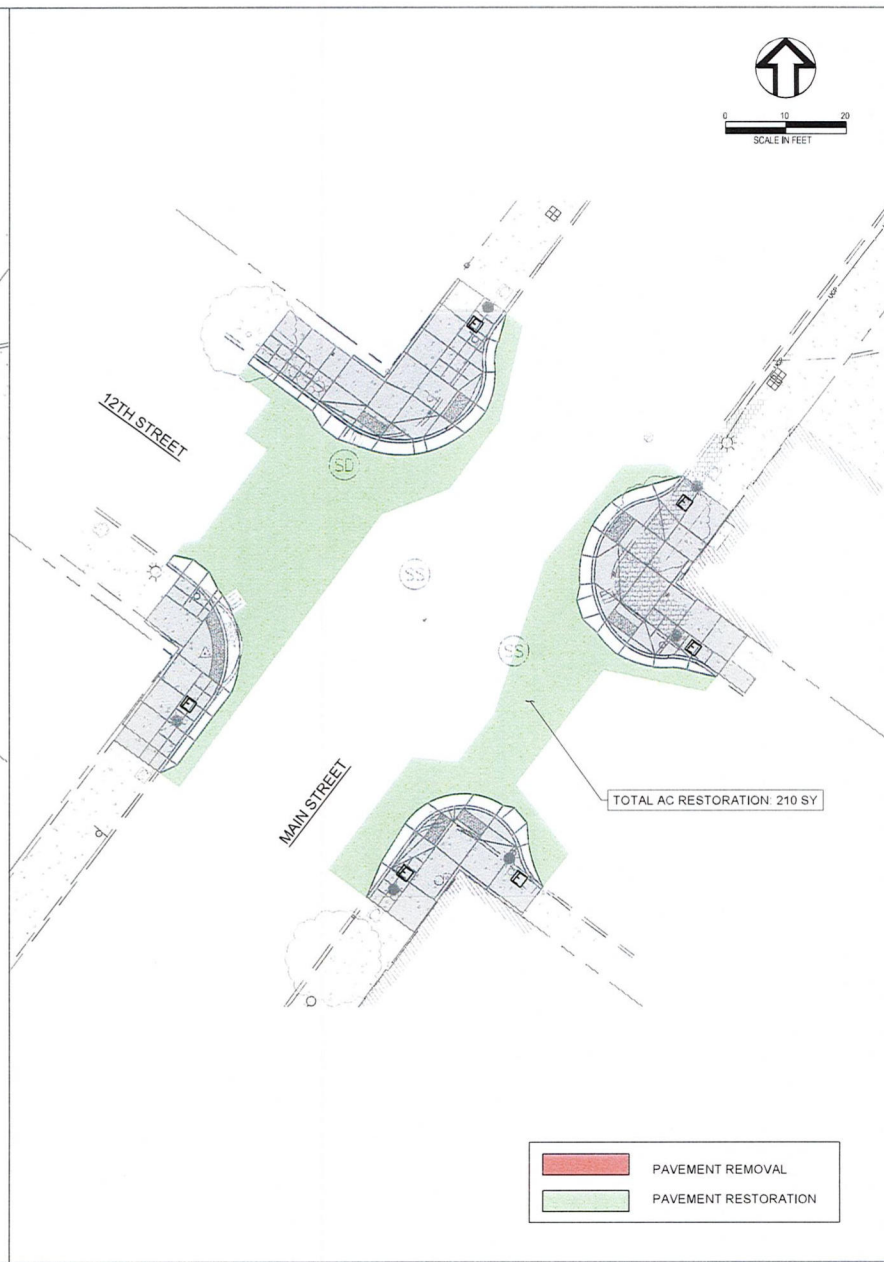
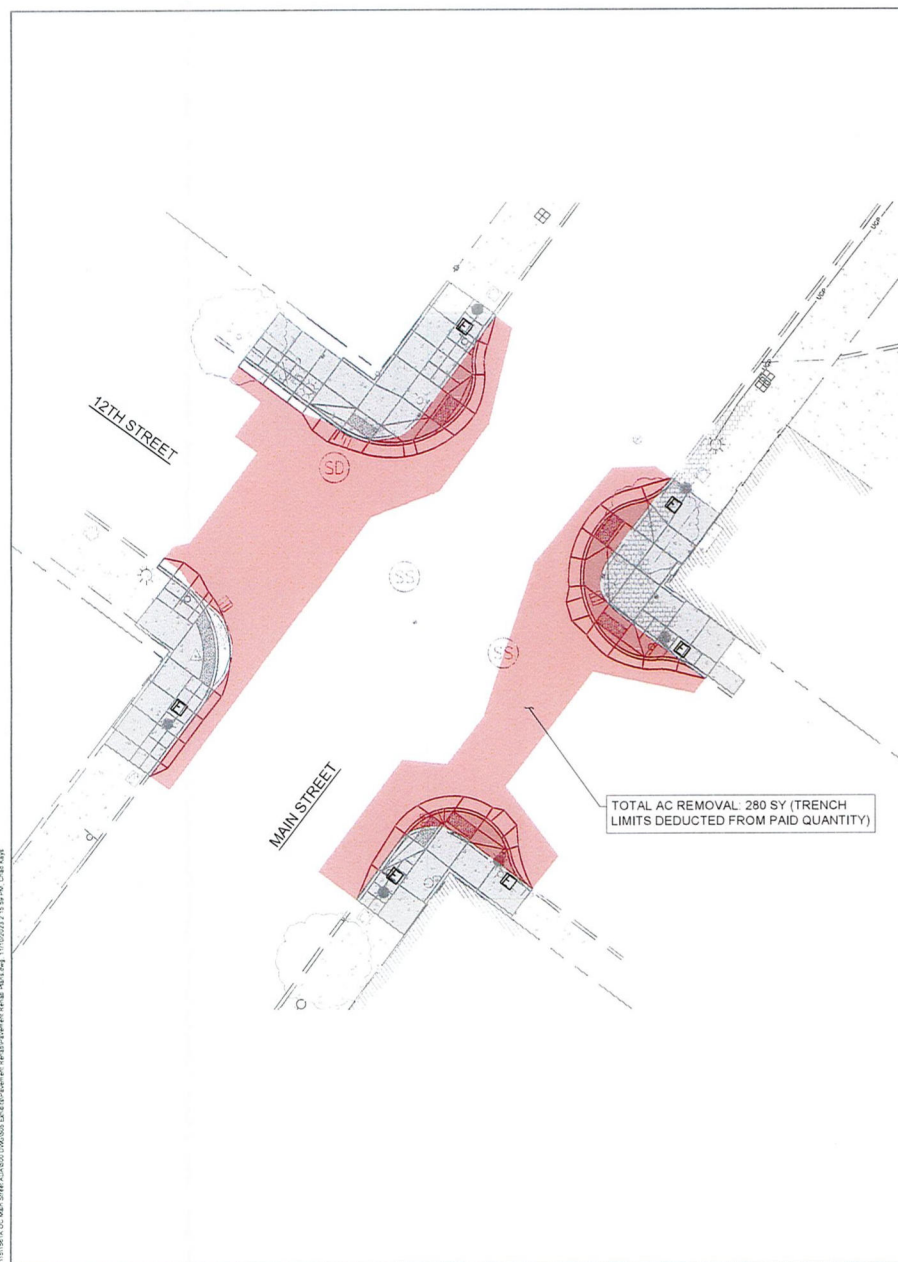
Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

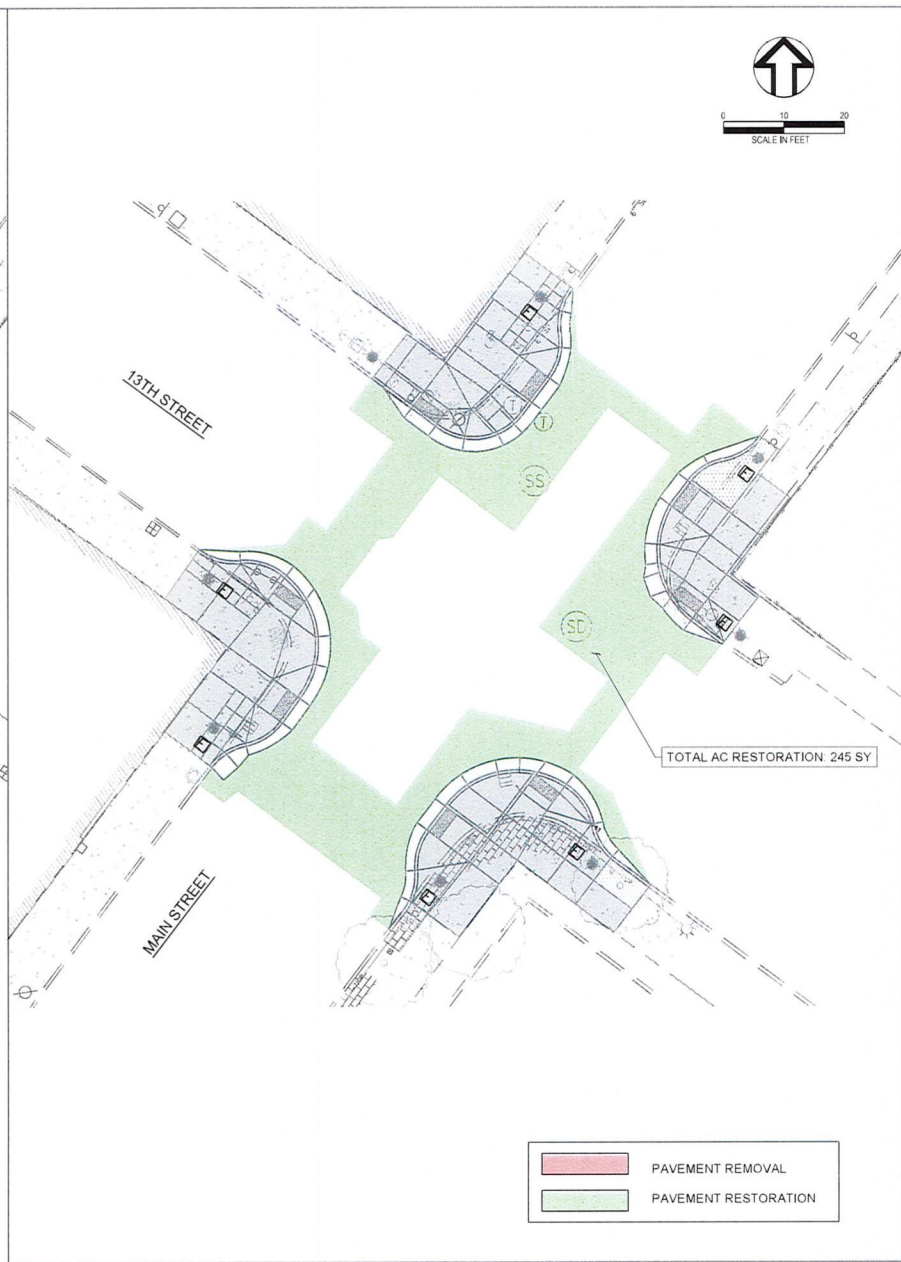
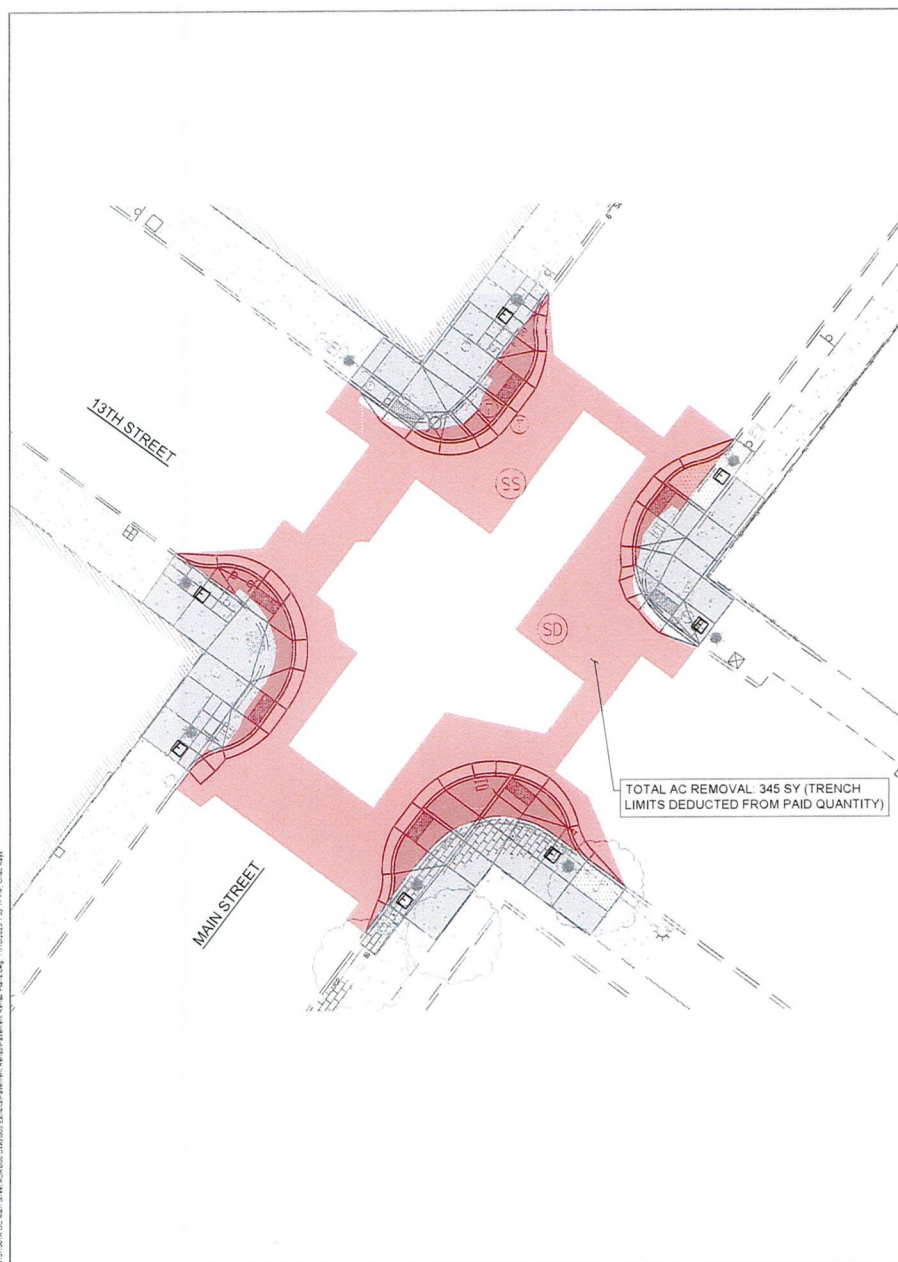
Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.





[illegible]



Point of Contact: Sang Pau
Term of Contract: October 27, 2023

SECTION III A **CONTRACT AGREEMENT**

This Agreement, made and entered into this 27 day of July, 2023, between the CITY OF OREGON CITY ("CITY"), acting by and through the City Commission and **ICON Construction & Development** ("CONTRACTOR").

Witnesseth, that the CONTRACTOR and the CITY, for the considerations stated herein, agree as follows:

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **MAIN STREET ADA IMPROVEMENTS (CI 21-013)** in accordance with the contract documents which are hereby made a part of this agreement.

Scrivners
Error -
Correct
Project # is
CI 22-013

The contract documents consist of:

Invitation to Bid	Performance Bond
Scope of Work	Payment Bond
Instructions to Bidders	State of Oregon Statutory Public Works Bond
Bid Proposal and Bid Schedule	General Conditions
Compliance with ORS 279C.840	Prevailing Wage Rates for Public Works Contracts in Oregon, dated January 5, 2023
Resident Bidder Status	Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated January 11, 2023
Certification of Drug Testing Program	Prevailing Wage Apprenticeship Rates dated April 5, 2023
Non-Collusion Statement	Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018
Asbestos Certification	Davis Bacon Wage Rates
Registrations	Special Provisions
Certification of Non-Discrimination	Contract Drawings
Certification of Compliance with Tax Law	City of Oregon City Standard Details
Bidder Responsibility Form	Technical Specifications
Bid Bond	2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents
First Tier Subcontractor Disclosure Form	All items included within these Contract Documents.
Customer Service Acknowledgment Form	
Contract Agreement	
Oregon City Public Improvement Standard Conditions	
Statutory Conditions to Contract Agreement	
Clackamas County Good Faith Effort Form 1 & 2	

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

ARTICLE II - Time of Completion

The project shall be substantially complete by **October 13th, 2023** and ready for final acceptance by **October 27th, 2023** as identified in 00180.50(b) of the Special Provisions.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **four hundred sixty thousand, one hundred forty-four dollars and fifty cents (460,144.50)**.

ARTICLE IV - Warranty and Quality of Work

In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that the work will be of good quality, free from faults and defects and in conformance with the City's specifications. Work that does not conform to these standards shall be considered defective.

Contractor shall, at its own expense, make good and repair any and all defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to the Contractor within 60 days after the expiration of the warranty period. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used to repair the defect.

In witness whereof, the parties hereto have executed this agreement, the day and year first above written.

CITY OF OREGON CITY

By: Anthony J. Kontrol III
 Anthony J. Kontrol III
 City Manager

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

Approved as to Legal Sufficiency

By: [Signature]
 City Attorney

ICON CONSTRUCTION & DEVELOPMENT

Mark Handris
 Printed Name

By: [Signature]
 Authorized Signature

Managing Member
 Title

July 27, 2023
 Date

Address:
1969 Willamette Falls Dr.

Suite 260

West Linn, OR 97068

93-130-7870

Federal Taxpayer ID Number

City Commission Award Date:

July 19, 2023

CHANGE ORDER

DATE OF ISSUANCE 9/15/2023 EFFECTIVE DATE No. 1
9/15/2023

PROJECT: CI 22-013 Main Street ADA Project

OWNER CITY OF OREGON CITY

CONTRACTOR ICON DEVLPMENT & CONSTRUCTION

Contract: CI 22-013 Main Street ADA Project

OWNER's Contract No. CI 22-013 ENGINEER's Project No. CI 22-013

ENGINEER Wes Wegner (Wallis Engineering)

The Contract is modified as follows upon execution of this Change Order:

Description: Construct a new conduit system for future lighting system use per the attached Plans including approximately 1,050 LF of conduit and 13 junction boxes.

Reason for Change Order: The City requested that a new conduit system be installed with the proposed ramp improvements at the intersection of 12th and 13th Street on Main Street. The conduit system will be utilized to serve a future lighting and fiber optic system constructed as part of a future project. The installation of the conduit system with this project will reduce the concrete and ramp removal requirements of the future project and reduce overall impact to the public.

The additional work will be measured on the agreed upon lump sum price of \$61,500.00. As part of this change, Bid Item 1 "Extra Work as Authorized" will be reduced by \$12,000.00.

Work will include all labor, materials and equipment necessary to complete the work as shown on the attached plans and as described in the standard specifications as amended. All incidental work items not listed in the schedule of items including, but not limited to, traffic control, erosion control, sawcutting, trenching, backfill, watering and compaction, and fittings shall be included. Section 00960 of the Standard Specifications shall be followed for conduit and junction box installation.

Change in Contract Price: The changes result in an increase to the Contract of \$49,500.00. Payment will be made under the change order bid item created for the work

Change in Contract Times: An additional 21 calendar days will be added to the contract as a result of this change.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 460,144.50	Original Contract Times: Substantial Completion: 10/13/2023 Ready for final payment: 10/27/2023 (days or dates)
Net Increase from previous Change Orders No. 0 to No. ____: \$ N/A	Net change from previous Change Orders No. 0 to No. 1: Substantial Completion: 0 Ready for final payment: 0 (days)
Contract Price prior to this Change Order: \$ 460,144.50	Contract Times prior to this Change Order: Substantial Completion: 10/13/2023 Ready for final payment: 10/27/2023 (days or dates)
Net Increase of this Change Order: \$ 49,500.00	Net Increase (Decrease) of this Change Order: Substantial Completion: 21 Ready for final payment: 21 (days)
Contract Price with all approved Change Orders: \$ 509,644.50	Contract Times with all approved Change Orders: Substantial Completion: 11/3/2023 Ready for final payment: 11/24/2023 (days or dates)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: 9/18/2023

APPROVED:

By: [Signature]
OWNER (Authorized Signature)

Date: 9-19-23

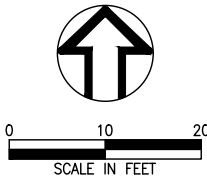
ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 9/18/2023

EJCDC No. 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.



	ELECTRICAL CONDUIT
	FIBER OPTIC CONDUIT
	ELECTRIC BOX
	FIBER OPTIC BOX (BY OTHERS, FUTURE)
	LIGHT POST (BY OTHERS, FUTURE)

1. CONDUIT LAYOUT SHOWN SCHEMATICALLY FOR CLARITY. ACTUAL INSTALLATION LOCATIONS MAY VARY.
2. ALL JUNCTION BOXES SHALL BE INSTALLED PERPENDICULAR/PARALLEL TO THE PROPOSED CURB/SIDEWALK.
3. CONDUITS SHALL BE PLACED IN SINGLE TRENCH WHERE FEASIBLE. REFER TO JOINT UTILITY TRENCH DETAIL FOR REQUIREMENTS, SHEET IL-3.
4. ALL CONDUITS SHALL BE SCHEDULE 40 PVC AND ALL ELBOWS SHALL BE RIGID FIBERGLASS.
5. CONDUIT STUB-OUTS SHALL EXTEND 3" BEYOND SHOWN ASPHALT/SIDEWALK/LANDSCAPING RESTORATION LIMITS TO ALLOW FOR FUTURE CONNECTIONS AND LOCATIONS BE DOCUMENTED IN CONTRACTOR'S REDLINED ASBUILD NOTES.
6. ALL STREET LIGHTS TO BE INSTALLED BY OTHERS WITH FUTURE PROJECT.
7. ALL CONDUIT AND BOXES SHOWN OUTSIDE OF THE SIDEWALK OR ASPHALT RESTORATION LIMITS TO BE INSTALLED BY OTHERS WITH FUTURE PROJECT.
8. ALL NEW CONDUIT INSTALLED BETWEEN JUNCTION BOXES SHALL INCLUDE A CONTINUOUS, 1250 LB POLYESTER PULL LINE. 2' MINIMUM SLACK REQUIRED AT EACH END.

- 1 INSTALL 2" ELECTRICAL CONDUIT AS SHOWN. INSTALL APPROVED CONDUIT CAPS AT ALL STUB-OUTS AND SWEEPS INTO FUTURE LIGHTS AND JUNCTION BOXES. SEE OREGON CITY STANDARD DRAWING 536A, SHEET IL-3.
- 2 INSTALL 4" FIBER OPTIC CONDUIT AS SHOWN. INSTALL APPROVED CONDUIT CAPS AT ALL STUB-OUTS.
- 3 INSTALL TYPE 2 ELECTRIC JUNCTION BOX PER ODOT STANDARD DETAIL DET4320, SHEET IL-3.

PLAN

NO.	REVISION	BY	DATE

ONE INCH

 ONE INCH AT FULL SCALE.
 IF NOT ONE INCH ADJUST
 SCALE ACCORDINGLY

DESIGNED BY: **WW/TB**

DRAWN BY: **TB/CK**

REV'D: **WW**

MAIN & 12TH STREET CONDUIT IMPROVEMENTS



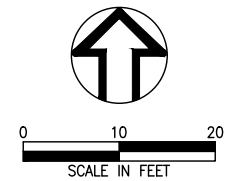
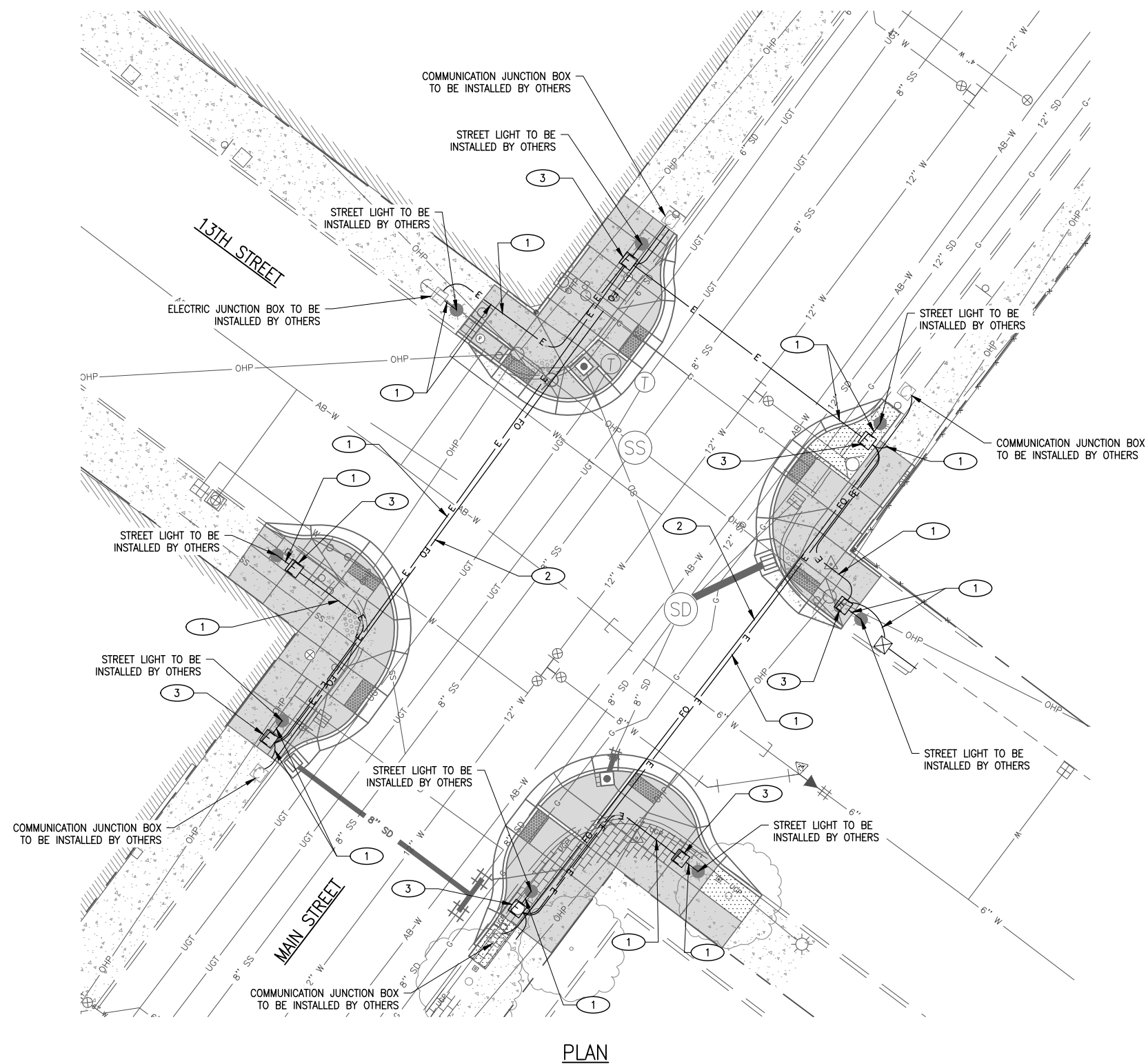
PROJECT NO:	DATE:
1561A	08/2023

MAIN STREET ADA IMPROVEMENTS

CI 22-013



DRAWING NO:



LEGEND

- | | |
|---|-------------------------------------|
|  | ELECTRICAL CONDUIT |
|  | FIBER OPTIC CONDUIT |
|  | ELECTRIC BOX |
|  | FIBER OPTIC BOX (BY OTHERS, FUTURE) |
|  | LIGHT POST (BY OTHERS, FUTURE) |

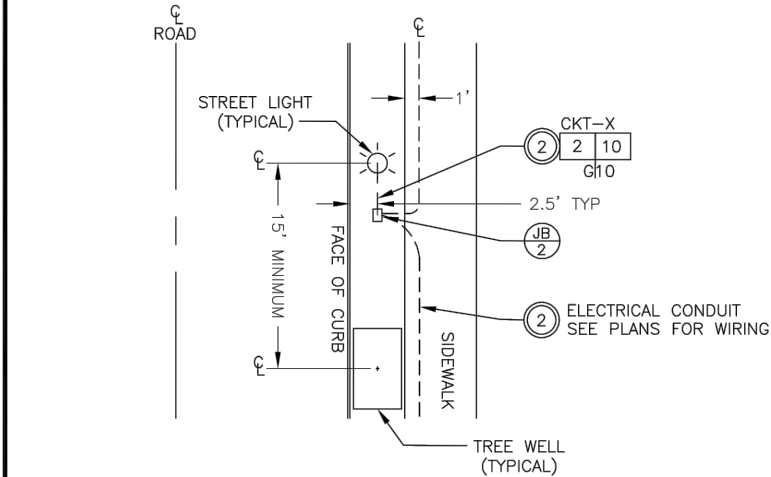
GENERAL NOTES

1. CONDUIT LAYOUT SHOWN SCHEMATICALLY FOR CLARITY. ACTUAL INSTALLATION LOCATIONS MAY VARY.
2. ALL JUNCTION BOXES SHALL BE INSTALLED PERPENDICULAR/PARALLEL TO THE PROPOSED CURB/SIDEWALK.
3. CONDUITS SHALL BE INSTALLED IN SINGLE TRENCH WHERE FEASIBLE. REFER TO JOINT UTILITY TRENCH DETAIL FOR REQUIREMENTS, SHEET IL-3.
4. ALL CONDUITS SHALL BE SCHEDULE 40 PVC AND ALL ELBOWS SHALL BE RIGID FIBERGLASS.
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6. ALL STREET LIGHTS TO BE INSTALLED BY OTHERS WITH FUTURE PROJECT.
7. ALL CONDUIT AND BOXES SHOWN OUTSIDE OF THE SIDEWALK OR ASPHALT RESTORATION LIMITS TO BE INSTALLED BY OTHERS WITH FUTURE PROJECT.
8. ALL NEW CONDUIT INSTALLED BETWEEN JUNCTION BOXES SHALL INCLUDE A CONTINUOUS, 1250 LB POLYESTER PULL LINE. 2' MINIMUM SLACK REQUIRED AT EACH END.

CONSTRUCTION NOTES

1. INSTALL 2" ELECTRICAL CONDUIT AS SHOWN. INSTALL APPROVED CONDUIT CAPS AT ALL STUB-OUTS AND SWEEPS INTO FUTURE LIGHTS AND JUNCTION BOXES. SEE OREGON CITY STANDARD DRAWING 536A, SHEET IL-3.
2. INSTALL 4" FIBER OPTIC CONDUIT AS SHOWN. INSTALL APPROVED CONDUIT CAPS AT ALL STUB-OUTS.
3. INSTALL TYPE 2 ELECTRIC JUNCTION BOX PER ODOT STANDARD DETAIL DET4320, SHEET IL-3.

P:\151561A DC Main Street ADA\500 DWG\301 Plan Sheets\LIGHTING PLANS.dwg, 8/31/2023 10:05:41 AM, Chod Keys



NOTES:

- CONTRACTOR TO INSTALL 2-1/C #10 CONDUCTORS FROM LUMINAIRE TO JUNCTION BOX IN TREE WELL/STREET LIGHT STRIP.
- A WATER PROOF FUSEHOLDER IS REQUIRED AT EACH LUMINAIRE.
- JUNCTION BOXES SHALL BE PGE APPROVED SPLICE BOXES. PGE APPROVED BOXES ARE:

MANUFACTURER	CATALOG NUMBER
NEW BASIS	FCA173018T-90026
QUAZITE (HUBBELL)	A42173018A017
OLDCASTLE	17301620
ARMORCAST	A6001640TAX18-PGE
HIGHLINE	CHA173018HE1

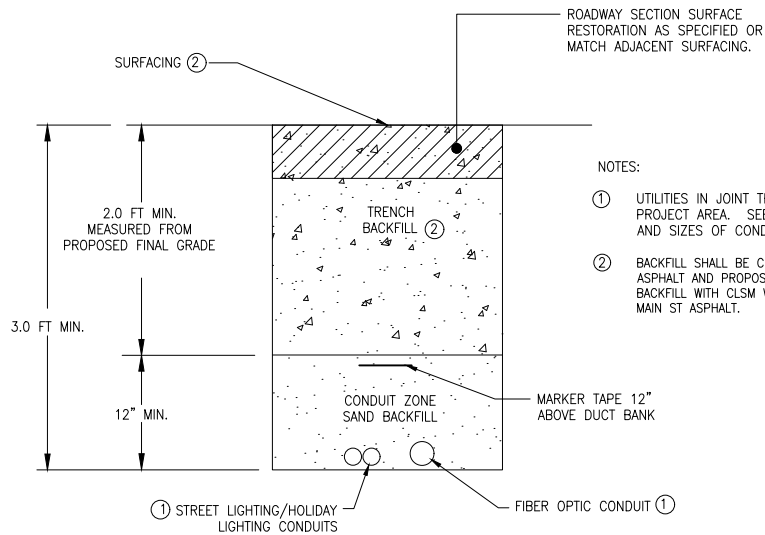
"ELECTRIC" OR "POWER" SHALL BE IN THE LID MARKING AREA FOR PGE JUNCTION BOXES.
- THE PHOTOELECTRIC CONTROL SHALL BE PGE APPROVED TWISTLOCK, FAIL-ON, ELECTRONIC, 105-300 VAC, 60 HZ, PER ANSI136.10, BRONZE HOUSING, 1.5 LUMEN TURN-ON, RATED 1000 W TUNGSTON (1800 VA BALLAST), 1.5:1 TURN-OFF / TURN-ON RATION, SOLID BRASS PLUG BLADES, CONFORMALLY COATED CDS CELL, 160 JOULE MOV, 2-4 SEC. TURN-OFF DELAY. LOCATION TO BE APPROVED BY CITY.



Public Works Standard Drawings

TYPICAL LIGHT POLE WIRING TO JUNCTION BOX

SCALE	NTS
DATE	JAN '23
REV.	
ENGR.	DW
DRAWN	KAE
DRAWING NO.	536A

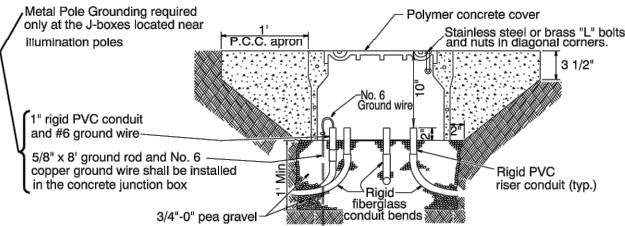


NOTES:

- UTILITIES IN JOINT TRENCH VARY BY PROJECT AREA. SEE PLANS FOR LOCATIONS AND SIZES OF CONDUIT FOR EACH UTILITY.
- BACKFILL SHALL BE CLASS B UNDER 13TH ST ASPHALT AND PROPOSED CONCRETE SURFACINGS. BACKFILL WITH CLSM WHEN UNDER 12TH ST OR MAIN ST ASPHALT.

JOINT UTILITY TRENCH DETAIL

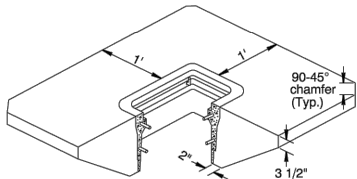
TYPICAL SECTION
NTS



CONCRETE JUNCTION BOX INSTALLATION WITH APRON (NEAR ILLUM. POLE)

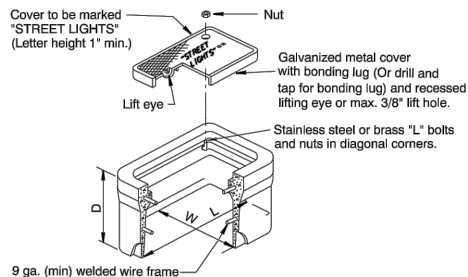
NOTE

- Illumination circuit wires are not shown. See Illumination Plans for details.
- Illumination circuits shall be spliced according to Section 02926.41
- Polymer concrete junction box cover is not to be bonded.
- Metallic conduit, if used, shall be bonded and connected to circuit ground wires.



CONCRETE APRON AROUND JUNCTION BOX

(Approx. 7 ft.³ concrete in neat section)



PRECAST CONCRETE ILLUMINATION JUNCTION BOX

Not to be used in travel lanes, shoulders or areas exposed to traffic.

Type	Min.* Thickness	L**	W	D Min.	Edge Thickness
1	1"	17"	10"	12"	1"
2	1"	22"	12"	12"	2"
3	1"	30"	17"	12"	2"

* Excluding conduit web
** Top Dimension

JUNCTION BOX DIMENSION

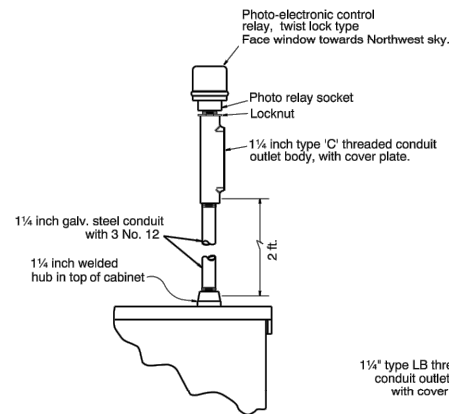


PHOTO CONTROL INSTALLATION

ON POST MOUNT CABINET

No Scale

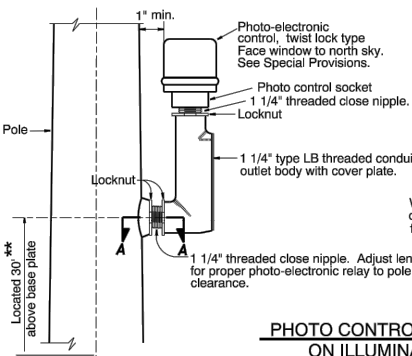


PHOTO CONTROL INSTALLATION

ON ILLUMINATION POLE

No Scale

Note: Hub shall be 3000 lb. threaded forged carbon steel flat weld hub by Anvil Products Inc., Phoenix Forging Co., Bonney Forge & Tool Works or approved equal.
** If Pole is shorter than 30", use "24" instead of "30"

The selection and use of this detail, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.



OREGON DEPARTMENT OF TRANSPORTATION
TECHNICAL SERVICES
DETAILS

ILLUMINATION DETAILS

DETAIL NO.
DET4320

1:1200 - 001

wallis
engineering

PROJECT NO:
1561A

DATE:
08/2023

MAIN STREET ADA
IMPROVEMENTS

CI 22-013



DRAWING NO:

1561A

Page 21

DETAILS

PRELIMINARY

Item 7a.



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: 12/06/2023

SUBJECT:

Intergovernmental Agreement transferring Longstanding Court from Clackamas County to Oregon City

STAFF RECOMMENDATION:

Authorize the City Manager to sign an Intergovernmental Agreement (IGA) between the City of Oregon City and Clackamas County related to the transfer of Longstanding Court.

EXECUTIVE SUMMARY:

Longstanding Court (roadway) is currently under the jurisdiction of Clackamas County. Due to impending private development, it was found that this roadway remains under County jurisdiction even though it solely exists within city limits. The City and County have agreed that now is the proper time to transfer jurisdiction of all Longstanding Court from the County to the City. This first step in a transfer of jurisdiction is completed by way of an Intergovernmental Agreement.

BACKGROUND:

In January 2001, a large portion of the central western portion of the County was annexed into the City. With that annexation, portions of Central Point Road, South End Road, Pease Road, McCord Road, Parrish Road and others were transferred from County jurisdiction to City jurisdiction under Clackamas County Board Order 01-188.

The Longstanding Court Subdivision was built in 1972. This 10-lot subdivision connected to South End Road. Transferring the roadway with the other roads should have been done in County Board Order 01-188; however, did not.

The property at 11731 Longstanding Court is now seeking a middle housing permit from the City. This application triggered review of jurisdiction where it was discovered that this roadway was never transferred. This roadway is entirely within city limits and acts

as a city road; therefore, staff recommend transfer of jurisdiction from Clackamas County to the City.

As specified in the 1990 Urban Growth Management Agreement between the City and the County – the transfer may be completed by way of an Intergovernmental Agreement. This agreement states that for roadways not built to City standards, the County agrees to pay (to the City) a sum of money equal to the cost of a two-inch asphaltic concrete overlay over the width of the existing pavement. Pavement work for this section of roadway has been determined to be \$26,700 and will be paid to the City as part of the transfer of this roadway.

Once the City approves the IGA, the Clackamas County Board of County Commissioners will follow with their approval. The final step for Oregon City to accept the roadway will be by adopting a Resolution accepting the right of way.

The area of transfer is legally written in **Exhibit A** and depicted in **Exhibit B**, included within the Intergovernmental Agreement.

OPTIONS:

1. Support the authorization to execute the Intergovernmental Agreement.
2. Deny the authorization to execute the Intergovernmental Agreement.

BUDGET IMPACT:

Amount: \$26,700 Revenue

Fiscal Year(s): FY 24/25

Funding Source(s): Transportation Fund

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF OREGON CITY AND CLACKAMAS COUNTY RELATED TO THE TRANSFER OF LONG STANDING COURT

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Oregon City (“City”), a municipal corporation of the State of Oregon, and Clackamas County (“County”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “Parties” and each a “Party.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, Long Standing Court, currently labeled as County Road No. 31046, is a County Road as defined under ORS 368.001 (“Long Standing Ct.”) that is wholly within the boundary of the City, and as fully described in **Exhibit “A”** and depicted in **Exhibit “B,”** attached hereto and incorporated herein;

WHEREAS, the Parties agree that the City is best suited to acquire full and absolute jurisdiction of Long Standing Ct., including for maintenance and permitting purpose;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer full and absolute jurisdiction over any County Road within a city to a city through a surrendering of said jurisdiction by the county and through an acceptance of said jurisdiction by a city;

WHEREAS, the Parties desire to pursue a transfer of Long Standing Ct. pursuant to ORS 373.270, and acknowledge that Long Standing Ct. should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of said transfer.

AGREEMENT

NOW, THEREFORE, Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective on the last day of signature by a Party indicated below and shall expire automatically at the time the City accepts jurisdiction of Long Standing Ct. pursuant to ORS 373.270.
2. **City Responsibilities.**
 - A. The City shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the City to acquire full and absolute jurisdiction over Long Standing Ct.

- B. The City accepts full and absolute jurisdiction over Long Standing Ct. under ORS 373.270 in the event that the governing body of the City and the governing body of the County, determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfers described herein.

3. **County Responsibilities.**

- A. Once the City initiates the process to accept the jurisdiction of Long Standing Ct., the County shall carry out those procedures set forth in ORS 373.270 for the purpose of surrendering said jurisdiction to the City. The County shall not unreasonably delay or withhold its consent to the transfer of Long Standing Ct. and shall complete the process to finalize the transfer within 120 days from the date that the City concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the City fails to find that it is necessary, expedient or for the best interests of the City to surrender jurisdiction over Long Standing Ct.
- B. In the event the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfers described herein, the County will make a one-time payment to the City in the sum of \$26,700, which is equivalent to the costs associated with the construction of a 2-inch asphalt overlay on the portion of Long Standing Ct. identified in the exhibits attached to this Agreement. The sum of \$26,700 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over Long Standing Ct. is surrendered to the City.

4. **Termination.**

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use its best efforts to coordinate with the other to minimize conflicts.

- E. A termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

6. **General Provisions**

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated, therefore. Any provisions herein which would conflict with the law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one

agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY

Chair

Date

Recording Secretary

CITY OF OREGON CITY

Mayor

Date

Recording Secretary

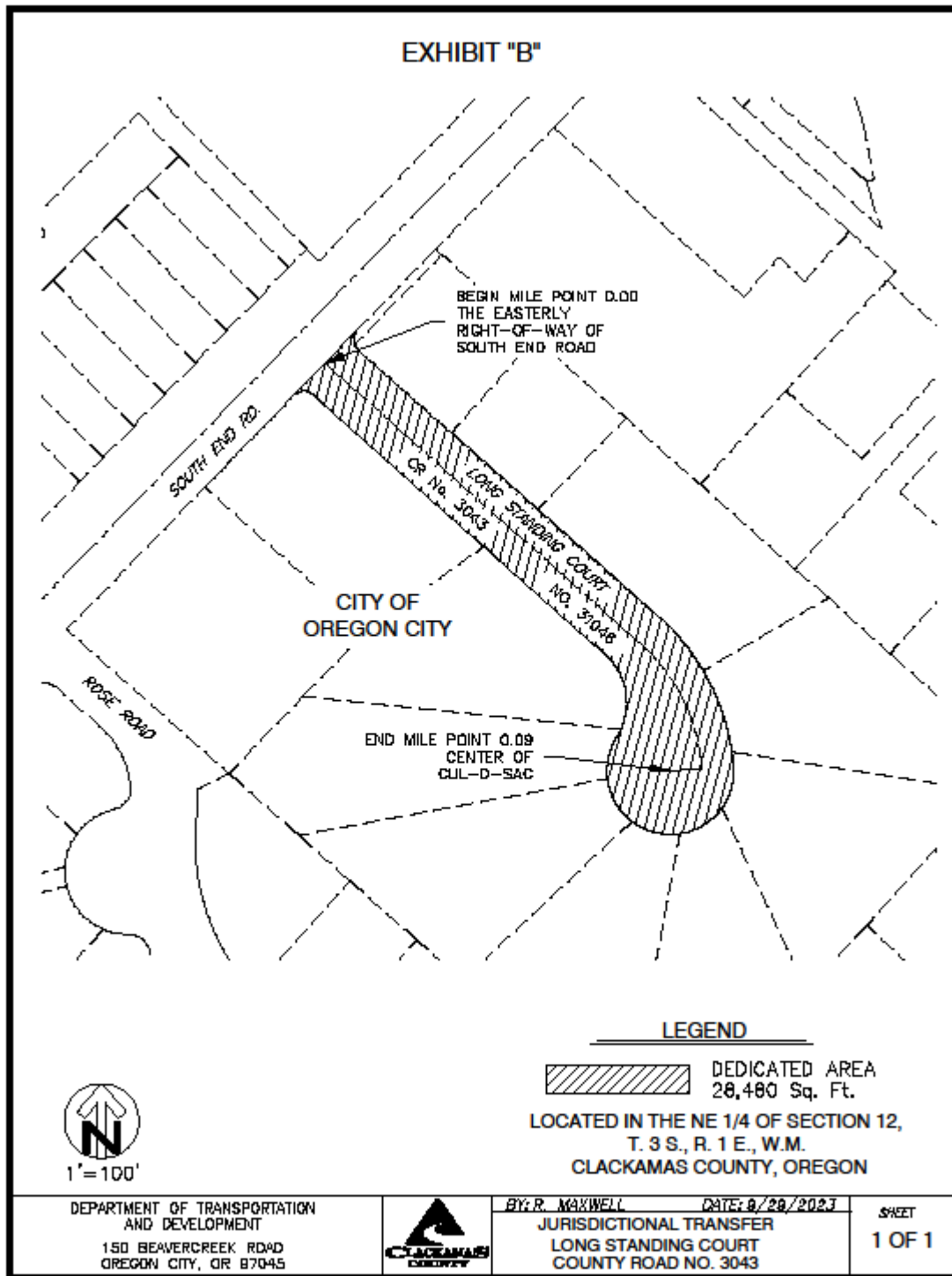
Exhibit "A"

Long Standing Court Transfer of Jurisdiction
Clackamas County to City of Oregon City

Description

All of Long Standing Court, County Road No. 3043, Department of Transportation and Development Maintenance No. 31046; Situated in the NE 1/4 of Section 12, T. 3 S., R. 1 E., W.M. as shown in Exhibit "B", attached hereto, lying East of the Easterly Right-of-Way of South End Road, (mile point 0.00) and the end of Long Standing Court (mile point 0.09), being approximately 475 feet long.

Contains 28,480 square feet, more or less.





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: 12/6/2023

SUBJECT:

Permanent Public Utility(s) Easement for Linn Basin Sanitary Sewer I & I Rehab Project 2 (CI 23-002) – Perez Property

STAFF RECOMMENDATION:

Approve the permanent public utility easement and authorize the City Manager and Public Works Director to execute them.

EXECUTIVE SUMMARY:

Linn Basin Sanitary Sewer Inflow & Infiltration (I&I) Rehab Project 2 is part of the I&I Program. Part of this project includes replacing a sewer main that currently crosses 135 East Street (Lot 9, Block 24, “Falls View Addition to Oregon City) and is not located within an easement. This sewer main has likely existed since the 1960s, but positive proof of the installation date of the main was not found.

This proposed public utility easement will provide a permanent utility easement, including the permanent right to construct, reconstruct, operate, and maintain public sanitary sewer main and appurtenances on a portion of the property located at 135 East Street (as shown in Exhibit A of the easement documents). This easement will be purchased from the property owner for \$20,000, utilizing wastewater funds.

BACKGROUND:

The City’s 2014 Sanitary Sewer Master Plan calls for an I&I Program to reduce surface and subsurface water entering the sanitary sewer collection system. This Program has since been implemented. Part of this program is the Linn Basin Sanitary Sewer I&I Rehab Project 2, which includes the replacement of approximately 1,900 Linear Feet (LF) of sanitary sewer main line and replacement of 42 lateral lines. The sewer mains being replaced are in the vicinity of East Street throughout the Rivercrest, McLoughlin and Elyville Neighborhoods. Lateral lines found in poor condition will be replaced to within five (5) feet of building structures (homes) whenever possible.

This project includes the replacement of an extremely poor condition, existing sanitary sewer main line that connects properties on Terrace Avenue to the sewer main under East Street. To accomplish this, the sewer main crosses private property at 135 East Street (Lot 9, Block 24 of the Falls View Addition to Oregon City). The City researched available records, and found that no easement was ever recorded for this alignment. Thus, the repair of this sewer main will require the acquisition of an easement. In addition, no as-built documentation was found, and no details could be gathered to determine the installation date of this specific sewer main. Given the age of other nearby concrete sewer mains, in similar condition, the main was likely installed in the early to mid-1960's.

The existing sewer main crosses through the center of an undeveloped portion of property located at 135 East Street. This property contains two tax lots- one where the main structure is located and the other, a vacant lot where the sewer is located. The existing alignment limits future usability of the undeveloped property as the existing pipe location is in the middle of the property. The City does not need to maintain the same alignment for the replacement sewer main to retain functionality. Given these facts and the property owner's stated desire to build an outbuilding on the property in the future, the City offered to adjust the alignment of the new sanitary sewer main relative to the property line to better match modern best practices and minimize inconvenience to the property owner.

As a preliminary matter, the City prepared an administrative valuation of two easements. One declared over the existing sewer main and an alternative that better preserves usability of the property. It determined that an easement preserving the existing alignment is worth approximately \$19,100, while the alternative alignment is worth approximately \$8,500. This administrative valuation is included as an attachment.

The administrative valuations were taken directly to the property owner, Arthur Perez, to reach an immediate agreement for this easement. The property owner was not interested in a donated easement, and Oregon State Law requires compensation at fair market value for any condemnation proceeding. The City may have prescriptive rights to the existing sewer main but given the lack of positive proof of its age, getting these rights declared by a court would not be a simple matter, and would require extensive legal fees to litigate.

The City and Arthur arrived at an agreement to establish the easement in exchange for \$20,000. The City's offer exceeds the estimated value of the easement by \$12,500, but the City's expense to pursue an involuntary (condemnation) dedication would likely exceed this value and significantly delay the project. Staff judged that this offer was in the best financial interest of the City given the likely expense of other acquisition methods.

The property rights acquired from Arthur Perez include 1,389 square feet of Permanent Public Utility Easement. Mr. Perez has already approved the easement, and the City will

execute the agreement and initiate title proceedings once the City Commission has approved the acquisition.

OPTIONS:

1. Approve the permanent easement and authorize the City Manager and Public Works Director to execute it.
2. Authorize the City Manager to execute the permanent easement with specific modifications.
3. Deny the public easement. If the Commission chooses to deny the easement, staff request directions on how to proceed.

BUDGET IMPACT:

Amount: \$20,000

Fiscal Year(s): 2023-24

Funding Source(s): Wastewater Fund

AFTER RECORDING RETURN TO:

City of Oregon City, City Recorder
P.O. Box 3040
Oregon City, Oregon 97045-8906

Map No.: 22E31DD
Tax Lot: 01602
Project No.: CI 23-002

Grantor: Arthur M. Perez

CITY OF OREGON CITY, OREGON PUBLIC UTILITY(S) EASEMENT

KNOW ALL BY THESE PRESENTS, THAT Arthur M. Perez, hereinafter called the GRANTOR, do(es) hereby grant unto the City of Oregon City, hereinafter called the CITY, its successors in interest and assigns, a permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate, and maintain **public sanitary sewer main and appurtenances**, hereinafter called the INFRASTRUCTURE on the following described land:

See attached Exhibit "A" Legal Description and attached

Exhibit "B" Sketch for Legal Description

TO HAVE AND TO HOLD, the above described easement unto the CITY, its successors in interest and assigns forever.

GRANTOR reserves the right to use the surface of the land for walkways, plantings, parking, and related uses. Such uses undertaken by the GRANTOR shall not be inconsistent or interfere with the use of the subject easement area by the CITY. No building or utility shall be placed upon, under, or within the property subject to the foregoing easement during the term thereof, however, without the written permission of the CITY.

If the CITY exercises its right to construct, reconstruct, or maintain the INFRASTRUCTURE, the CITY shall restore the surface of the property to its original condition and shall indemnify and hold the GRANTOR harmless against any and all loss, cost, or damage arising out of the exercise of the rights granted herein.

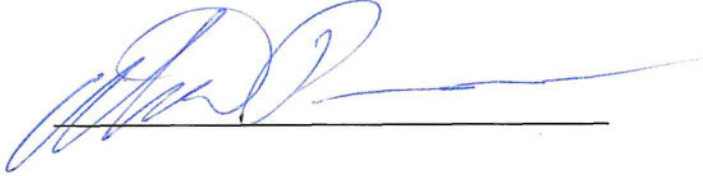
The true consideration of this conveyance is \$20,000.00 and no/100, the receipt of which is hereby acknowledged by GRANTOR.

And the GRANTOR above named hereby covenants to and with the CITY, and CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above granted premises, free from all encumbrances (no exceptions) and that GRANTOR and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the GRANTOR has executed this 6 day of October, 2023; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Arthur M. Perez



STATE OF OREGON)
County of Clackamas) ss.

Personally appeared the above named Arthur M Perez and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON


Notary's signature
My Commission Expires: 11/22/24
Stamp seal below



Arthur M. Perez
135 East Street
Oregon City, Oregon 97045

City of Oregon City
P.O. Box 3040
13895 Fir Street
Oregon City, OR 97045-8906

Accepted on behalf of the City of Oregon City on the condition that the deed of dedication conveyed is free and clear from taxes, liens, and encumbrances.

By: Anthony J. Konkol III, City Manager

By: John M. Lewis, Public Works Director

Attest: Jakob Wiley, City Recorder

EXHIBIT 'A'

City of Oregon City:
Map and Tax Lot No. 22E31DD
August 04, 2023
Owner: Arthur M. Perez

Page 1 of 2

A 15-FOOT-WIDE STRIP OF LAND LOCATED IN THE SOUTHEAST ONE QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, OREGON CITY, CLACKAMAS COUNTY, OREGON AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED IN DOCUMENT NUMBER 2022-060144, CLACKAMAS COUNTY DEED RECORDS, BEING LOT 9, BLOCK 24, "FALLS VIEW ADDITION TO OREGON CITY", LINCOLN COUNTY PLAT RECORDS: BEING DESCRIBED AS FOLLOWS:

THE NORTHERLY 15 FEET OF SAID LOT 9, BLOCK 24, "FALLS VIEW ADDITION TO OREGON CITY", LINCOLN COUNTY PLAT RECORDS.

EXCLUDING ANY PORTION FALLING WITHIN THE EXISTING RIGHT-OF-WAY OF TERRACE AVENUE OR EAST STREET OR OUTSIDE OF SAID DOCUMENT NUMBER 2022-060144, CLACKAMAS COUNTY DEED RECORDS.

CONTAINING 1389 SQUARE FEET, MORE OR LESS.



EXHIBIT 'B'

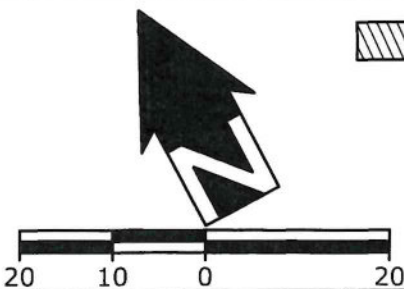
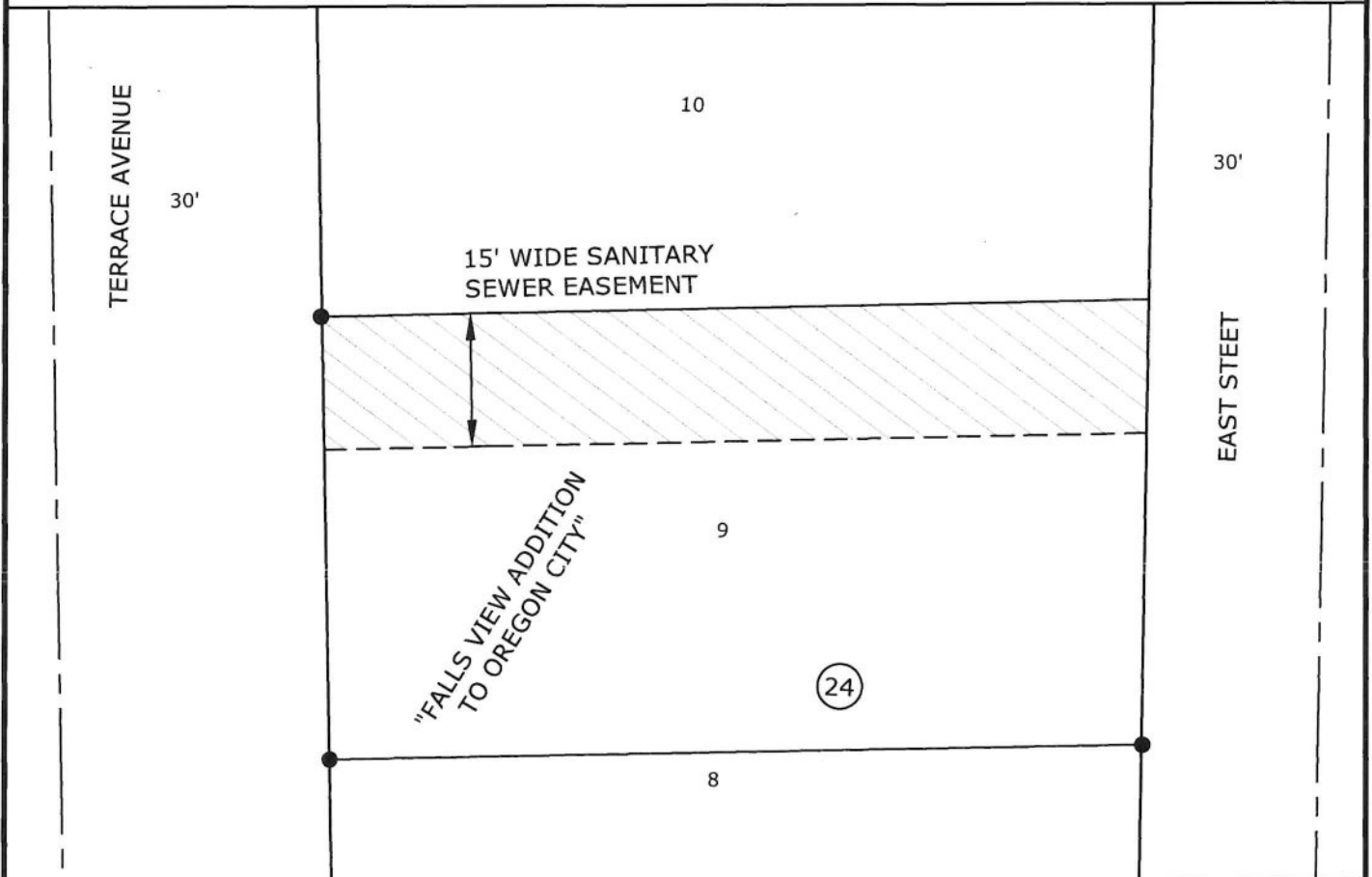
LOCATED IN THE SOUTHEAST ONE QUARTER OF SECTION
31, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE
MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY,
OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Paul A. Kohn

OREGON
MAY 21, 2013
PAUL ALLEN KOHN
58964PLS

RENEWS: 6/30/25



PERMANENT SANITARY SEWER
EASEMENT
1389 SQ. FT. MORE OR LESS

LEGEND:

● = SURVEY MONUMENT



4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
p. 503.597.3222 | f. 503.597.7655
Civil | Structural | Planning | Survey
www.paceengrs.com

15' WIDE SANITARY
SEWER EASEMENT

DATE
8/04/23

PAGE
3 OF 3

Easement Location Map

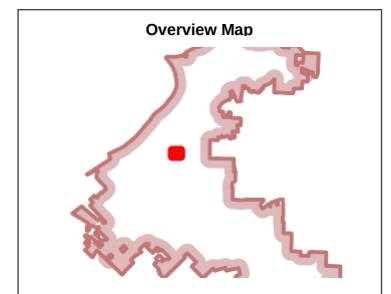
Item 7c.



Legend

Street Names
 Taxlots
 Unimproved ROW
 Sewer - Omni Markers
 Sewer Manholes
 OC
 Private
 Tri-City
 CCSD #1
 West Linn
 (Other owner)
 Sewer Clean Outs
 OC
 Private
 Tri-City
 CCSD #1
 West Linn
 (Other owner)
 Sewer Pump Stations

Notes



0 100 200 Feet

1: 1,200



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

Map created 11/21/2023

Existing Pipe Crossing 135 East St

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





MEMORANDUM

TO: File

FROM: Kenneth Cannady-Shultz, Project Engineer

DATE: May 12, 2023

SUBJECT: **Linn Basin Sanitary Sewer I&I Rehab Project 2**
Tax Map 2-2E-31DD-01602
Administrative Valuation of the Property Rights for Sewer Easement

The City is evaluating two possible easement alignments for the subject property and has determined the value of the required temporary construction easement and permanent sewer easement in each case.

As a preliminary matter, the City has determined that neither easement will affect the highest and best use of the property. As a result of the underlying slope and landslide geohazards on the property, the highest and best use for the currently vacant property is a single-family home. The existing alignment does constrain the building footprint to 720 SF, but a two-story home with 1440 SF is not unreasonably small, so this constraint does not constitute damage to the property's highest and best use. The largest possible unconstrained building footprint on the property is 1840 SF, which the alternate alignment does not reduce.

As such, the process for an administrative appraisal is as follows:

1. Obtain the Real Market Value [TMV] for the land at the property as estimated by the County Assessor in the latest tax year.
2. Divide the area of the site into the TMV to arrive at a pro rata square foot value for the land.
3. Multiply the reflected land values times the area of the proposed easements to arrive at an estimate of Fee Value for the surface unencumbered easement area.
4. Multiply the Fee Value by a discounted percentage based upon the impact that dedication or easement will have on the use of the remainder of the property.
 - a. Construction easements are typically valued at 10% of the Fee Value to compensate for temporary usage of the property.
 - b. Utility easements range from 11% to 89% of the Fee Value, depending upon the constraint the easement rights and alignment put upon future use of the property.

The Real Market Value of the land in 2022 was \$87,875. Divided by the lot area of 4609 SF, the pro rata square foot value of the land is \$19.07/SF.

The Fee value of the easement depends upon the size of the proposed easement. The existing alignment requires a permanent easement of 1,395 SF, while the alternate alignment requires a 1,390 SF easement. It is assumed both will require approximately 250 SF for a temporary construction easement.

The RMV calculations for the Fee Value of the Easements is below:

- RMV for Existing Alignment Easement: 1,395 SF X \$19.07 = \$26,599.04
- RMV for Alternate Alignment Easement: 1,390 SF X \$19.07 = \$26,503.71
- RMV for Temporary Construction Easement: 1,390 SF X \$19.07 = \$4,766.85

Prior to calculating the value of the easement, appropriate discount percentages for the easement need to be determined.

The existing alignment impacts the surface use of the property, reducing the maximum building footprint from 1,840 SF to 720 SF. However, the maximum disturbed area footprint permitted on this lot is limited to 2300 SF due to the property being located 100% within a historic landslide.

Utilizing the full permitted building footprint would only 460 SF for landscaping, outbuildings, driveways, or any other type of disturbance. It is unlikely that a driveway and parking area will require less than 240 SF (a ten-foot-wide driveway that is 24 feet long, five feet through the front yard setback and 19 feet for a standard parking space), so a 1,840 SF home would only have 220 SF available for outdoor landscaping, sheds, outbuildings, or other features.

Since some building footprint constraint is already likely warranted to allow for full use of the lot, the City has determined that the building footprint constraint does place some constraint on the future surface uses of the property, but not a major impact.

Recommended discount percentages for “some impact” range from 51% to 74%; the City selected a discount percentage of 70% from this range in consideration of the close to major impact the easement will have on the potential building footprint.

The proposed alignment is mostly located within setbacks: of the total 1,390 SF, approximately 50% of the easement is within a front, back, or side yard setback. As such, a discount percentage of 30% was selected, representing the midpoint between shared easement use (50%) and minimal impact (11%).

The calculations for the fair market price of each easement alternative is below:

	Existing Alignment	Alternative Alignment
Easement Fee TMV	\$26,599.04	\$26,503.71
Easement Discount %	70%	30%
Easement FMV	\$18,619.33	\$7,951.11
Temp Fee TMV	\$4,766.85	\$4,766.85
Temp Discount %	10%	10%
Temp FMV	\$476.69	\$476.69
Total Administrative Valuation	\$19,096.02	\$8,427.80
Rounded	\$19,100	\$8,500

This is not a formal assessment and offer, and the values calculated herein are subject to change. The purpose of this valuation is to provide a likely magnitude of compensation due if either alignment is pursued.

Please contact me if you have any questions or concerns about the information presented in this memo.

City of Oregon City**Linn Basin Sanitary Sewer I&I Rehab Project 2****OBLIGATION AGREEMENT**

Project No.: CI 23-002

Tax Map & Lot: 22E31DD-01602

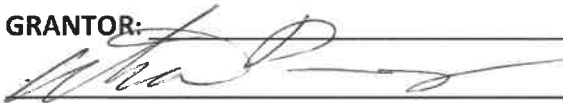
Owner: Perez Arthur M

Date: 11/22/2023

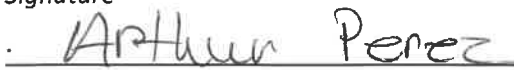
The improvement items listed and agreed upon in the plan view documents labeled Linn Basin Sanitary Sewer I&I Rehab Project 2 the City of Oregon City agrees to:

1. Install a 4-foot tall chain-link fence gate with a daisy chain lock at the location of the proposed public utility easement on East Street.
2. Open trench work associated with the new sanitary sewer main will necessitate the removal of trees, as shown in Exhibit A. For each tree removed within the proposed public utility easement, the City will plant one tree no larger than a 2-inch caliper from the current Oregon City street tree list.

It is understood and agreed that the City of Oregon City's and Grantor's performance of this agreement shall be the consideration for the public utility easement documents between the Grantor and the City of Oregon City.

GRANTOR:


Signature

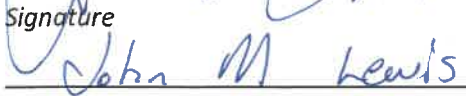


Signer's printed name

Title (if applicable)

FOR THE CITY OF OREGON CITY


Signature



Signer's printed name

Title (if applicable)

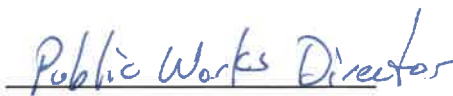
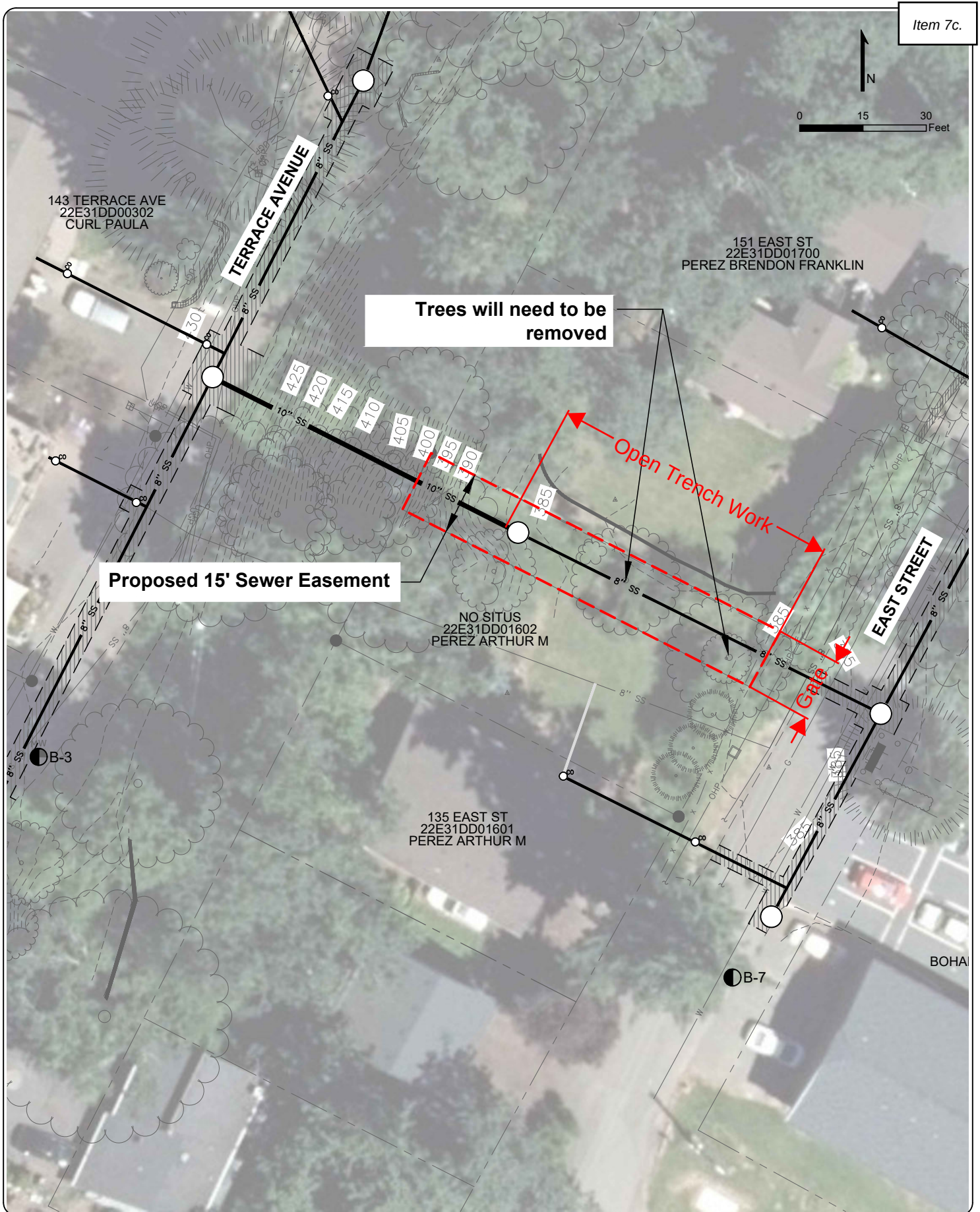


Exhibit A: Tree Impact and Gate Location on Proposed Public Utility Easement





CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: IT Director Michael Dobaj

Agenda Date: 12/06/2023

SUBJECT:

Migrate the door access control systems for the Library, City Hall, and Community Development to Avigilon Access Control.

STAFF RECOMMENDATION:

Staff recommends approving the replacement of the current door access control systems at the 3 locations stated above with the Avigilon Access Control system.

EXECUTIVE SUMMARY:

Currently the City of Oregon City has multiple systems to manage the physical access security for all city facilities.

This decentralized environment is a security risk due to the need to manage multiple different environments to supply a single staff member their appropriate access, which is also very difficult to maintain, and mistakes can be easily made.

Migrating to a single system to manage access to all facilities will allow staff to support and maintain this critical environment much more easily with fewer opportunities for mistakes.

Migrating to the Avigilon Access Control system will also allow us to connect our camera system to the access control system so we will be able to take a picture of a door at time of access for a more robust security posture.

Once this is complete, we will also be able to have a single badge for all facilities, develop a much better access approval process, be able to add employee images to the badges for better security and have much timelier on-boarding and off-boarding process.

We will also be more prepared for migrating both camera and access control to the cloud in the future.

BACKGROUND:

Over the years, as the city has grown, we have been able to utilize existing systems and have needed to purchase individual systems for projects such as moving community development to the building they are currently in.

This has led to the situation we are in today with multiple systems being used for different facilities and not having one single environment to manage access control.

With security improvement being a primary goal, now is the time to centralize our access control, connect access control to our camera environment, develop a more robust security posture and prepare for the future.

Migrating our access control is one of the first steps in improving the cities overall security.

OPTIONS:

1. Approve Migration to Avigilon Access Control.
2. Request more information from staff.
3. Reject Migration to Avigilon Access Control.

BUDGET IMPACT:

Amount:	\$63,815.04
	Library: \$30,329.74
	City Hall: \$22,976.57
	Community Development: \$10,508.76
FY(s):	2024
Funding	100-170-7054 (General Fund)
Source(s):	

Note: This migration was budgeted for this year

Documents:

1. Blue Horizons Estimate 2428 - Library
2. Blue Horizons Estimate 2429 - City Hall
3. Blue Horizons Estimate 2430 - Community Development
4. Access Control Quote Review

Blue Horizons Technical Solutions Inc

1982 NE 25th Ave Ste 14
Hillsboro, OR 97124-5929
+1 5039393633
clinej@bhts.net

**ADDRESS**

Oregon City
Accounts Payable
625 Center Street
Oregon City, Oregon 97045

SHIP TO

Oregon City Public Library
606 John Adams St,
Oregon City, OR 97045

Estimate 2428**DATE 07/17/2023**

DATE	ACTIVITY	AMOUNT
	Oregon City Public Library With Panic Buttons	
	Access Control - System Migration - ACM	
	AC-LSP-FPO150-B100D8PM8NL4E6M Power supply board 150W, 4A/12V or 4A/24V Secondary voltage power supply, 5-18V adjustable @ 4A max, class 2 power limited output Eight output smart distribution module, fused at 3A per output Four port network power monitoring module Enclosure, Size 30W x 23H x 6.5D with Mercury backplate (Lifesafety Power Part #: FPO150-B100D8PM8NL4E6M), 3 @ \$1,962.40	5,887.20
	AC-MER-CONT-2DR1502 Two door controller - 16MB RAM, Ethernet, 8input/4output/2 reader inputs (Mercury 1502), 1 @ \$1,550.20	1,550.20
	AC-MER-CON-MR52-S3B Series 3B Two-Reader Interface Module, 9 @ \$910.32	8,192.88
	Ac-SW-16RCU Software - 16 reader count license, 2 @ \$1,220.45	2,440.90
	Labor Provide and install Access Control system head-end hardware and software to migrate to Avigilon Access Control Manager: -Test and label all existing door circuits -Decommission legacy panels groups and remove panels and enclosures. -Install Life Safety power enclosures and Mercury Panel hardware -Install any needed surface raceways for wall mounted pathways between panel groups -Terminate legacy door cabling at Mercury panels -Activate panel groups, program and configure door functionality, and test door functions -Create access groups and rolls -Provide network assistance in merging user database -Configure NL4 Power management utility, 62 @ \$165.00	10,230.00

DATE	ACTIVITY	AMOUNT
	AI-B512B Bosch B5512 IP Control Panel - Expandable to 48 zones, 1 @ \$525.00	525.00
	DS-B810 Bosch B810 Wireless SDI2 Bus Interface, 1 @ \$145.20	145.20
	DS-RFPBSBA Bosch RFPB-SB-A Radion Wireless Single Panic Button, 2 @ \$62.20	124.40
	cab-OSDP-22/4-SHD West Penn 25357BGY1000 22/4 Stranded Audio Cable, 2-Pair Shielded, 2-Pair Unshielded, Plenum, 1000' (304.8m) Reel, Gray, 0.3 @ \$313.20	93.96
	Labor Provide and install Panic buttons in two locations within the public library space: -Install receiver in main lobby -Install Bosch panel inside first floor mdf -Configure panel for notification and test button locations., 6 @ \$190.00	1,140.00

TOTAL

\$30,329.74

Accepted By

Accepted Date

Blue Horizons Technical Solutions Inc

1982 NE 25th Ave Ste 14
Hillsboro, OR 97124-5929
+1 5039393633
clinej@bhts.net

**ADDRESS**

Oregon City
Accounts Payable
625 Center Street
Oregon City, Oregon 97045

SHIP TO

City Hall
625 Center St,
Oregon City, OR 97045

Estimate 2429**DATE 07/17/2023**

DATE	ACTIVITY	AMOUNT
	City Hall with Panic Buttons	
	Access Control - System Migration - ACM	
	AC-LSP-FPO150-B100D8PM8NL4E6M Power supply board 150W, 4A/12V or 4A/24V Secondary voltage power supply, 5-18V adjustable @ 4A max, class 2 power limited output Eight output smart distribution module, fused at 3A per output Four port network power monitoring module Enclosure, Size 30W x 23H x 6.5D with Mercury backplate (Lifesafety Power Part #: FPO150-B100D8PM8NL4E6M), 2 @ \$1,962.40	3,924.80
	AC-MER-CONT-2DR1502 Two door controller - 16MB RAM, Ethernet, 8input/4output/2 reader inputs (Mercury 1502), 1 @ \$1,550.20	1,550.20
	AC-MER-CON-MR52-S3B Series 3B Two-Reader Interface Module, 8 @ \$910.32	7,282.56
	Ac-SW-16RCU Software - 16 reader count license, 1 @ \$1,220.45	1,220.45
	Labor Provide and install Access Control system head-end hardware and software to migrate to Avigilon Access Control Manager: -Test and label all existing door circuits -Decommission legacy panels groups and remove panels and enclosures. -Install Life Safety power enclosures and Mercury Panel hardware -Install any needed surface raceways for wall mounted pathways between panel groups -Terminate legacy door cabling at Mercury panels -Activate panel groups, program and configure door functionality, and test door functions -Create access groups and rolls -Provide network assistance in merging user database -Configure NL4 Power management utility, 48 @ \$165.00	7,920.00

DATE	ACTIVITY	AMOUNT
	AI-B512B Bosch B5512 IP Control Panel - Expandable to 48 zones, 1 @ \$525.00	525.00
	DS-B810 Bosch B810 Wireless SDI2 Bus Interface, 1 @ \$145.20	145.20
	DS-RFPBSBA Bosch RFPB-SB-A Radion Wireless Single Panic Button, 2 @ \$62.20	124.40
	cab-OSDP-22/4-SHD West Penn 25357BGY1000 22/4 Stranded Audio Cable, 2-Pair Shielded, 2-Pair Unshielded, Plenum, 1000' (304.8m) Reel, Gray, 0.3 @ \$313.20	93.96
	Labor Provide and install panic buttons in two locations: -Install receiver on main floor inside lobby -Install panic buttons in two locations -Install Bosch panel in basement mdf -Configure and test buttons, 1 @ \$190.00	190.00

TOTAL

\$22,976.57

Accepted By

Accepted Date

Vendor	Library	CH	CD	Total
Blue Horizons	\$ 30,329.74	\$ 22,976.57	\$ 10,508.73	\$ 63,815.04
Absco Solutions	\$ 27,636.32	\$ 24,418.13	\$ 14,970.78	\$ 67,025.23
Convergint	\$ 50,000.00	\$ 40,000.00	\$ 25,000.00	\$ 115,000.00
Total	\$ 107,966.06	\$ 87,394.70	\$ 50,479.51	

Blue Horizons Technical Solutions Inc

1982 NE 25th Ave Ste 14
Hillsboro, OR 97124-5929
+1 5039393633
clinej@bhts.net

**ADDRESS**

Oregon City
Accounts Payable
625 Center Street
Oregon City, Oregon 97045

SHIP TO

Oregon City Community
Development
695 Warner Parrott Rd,
Oregon City, OR 97045

Estimate 2430**DATE 07/17/2023**

DATE	ACTIVITY	AMOUNT
	Oregon City Community Development With Panic Button	
	Access Control - System Migration - ACM	
	AC-LSP-FPO150-B100D8PM8NL4E6M Power supply board 150W, 4A/12V or 4A/24V Secondary voltage power supply, 5-18V adjustable @ 4A max, class 2 power limited output Eight output smart distribution module, fused at 3A per output Four port network power monitoring module Enclosure, Size 30W x 23H x 6.5D with Mercury backplate (Lifesafety Power Part #: FPO150-B100D8PM8NL4E6M), 1 @ \$1,962.40	1,962.40
	AC-MER-CONT-2DR1502 Two door controller - 16MB RAM, Ethernet, 8input/4output/2 reader inputs (Mercury 1502), 1 @ \$1,550.20	1,550.20
	AC-MER-CON-MR52-S3B Series 3B Two-Reader Interface Module, 2 @ \$910.32	1,820.64
	Ac-SW-16RCU Software - 16 reader count license, 1 @ \$1,220.45	1,220.45
	Labor Provide and install Access Control system head-end hardware and software to migrate to Avigilon Access Control Manager: -Test and label all existing door circuits -Decommission legacy panels groups and remove panels and enclosures. -Install Life Safety power enclosures and Mercury Panel hardware -Install any needed surface raceways for wall mounted pathways between panel groups -Terminate legacy door cabling at Mercury panels -Activate panel groups, program and configure door functionality, and test door functions -Create access groups and rolls -Provide network assistance in merging user database -Configure NL4 Power management utility, 18 @ \$165.00	2,970.00

DATE	ACTIVITY	AMOUNT
	AI-B512B Bosch B5512 IP Control Panel - Expandable to 48 zones, 1 @ \$525.00	525.00
	DS-B810 Bosch B810 Wireless SDI2 Bus Interface, 1 @ \$145.20	145.20
	DS-RFPBSBA Bosch RFPB-SB-A Radion Wireless Single Panic Button, 1 @ \$62.20	62.20
	cab-OSDP-22/4-SHD West Penn 25357BGY1000 22/4 Stranded Audio Cable, 2-Pair Shielded, 2-Pair Unshielded, Plenum, 1000' (304.8m) Reel, Gray, 0.2 @ \$313.20	62.64
	Labor Provide and install one panic button in the lobby of the community development office: -Install receiver in lobby -Install Bosch panel in mdf -Install wireless button in lobby -Configure and test, 1 @ \$190.00	190.00

TOTAL

\$10,508.73

Accepted By

Accepted Date



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: 12/06/2023

SUBJECT:

Resolution No. 23-27, Authorizing the Nomination of the Oregon City Traffic Signal Upgrades Project for the 2023 All Roads Transportation Safety Grant Program

STAFF RECOMMENDATION:

Approve Resolution No. 23-27 authorizing staff to apply for the All Roads Transportation Safety (ARTS) Grant program in the amount of \$1,800,000 for the Oregon City Traffic Signal Upgrades Project.

EXECUTIVE SUMMARY:

Attached is Resolution No. 23-27 authorizing staff to submit an application to the Oregon Department of Transportation (ODOT) ARTS Program to fund transportation safety improvements for the Oregon City Traffic Signal Upgrades Project. The City acknowledges the required 7.78% local dollar match for this application. Applications are due December 15, 2023.

BACKGROUND:

ODOT is soliciting applications for the All Roads Transportation Safety (ARTS) grant program to achieve a data-driven strategic approach to improving safety on all public roads, with a focus on the implementation of cost-effective and proven measures. The primary objectives of the ARTS Program are to use this approach to select the best projects to “increase awareness of safety on all roads, promote best practices for infrastructure safety, complement behavioral safety efforts and focus limited resources to reduce fatal and serious injury crashes in the state of Oregon.”

Oregon City currently owns 26 signalized intersections. Many traffic signal projects and upgrades are currently completed, underway, or planned, including:

- Molalla Avenue Streetscape Project (completed) – full replacement of the Gaffney Lane and Clairmont Way traffic signals, and installation of a new traffic

signal at Fir Street. This project also added reflectorized backplates to the Molalla Avenue & Beavercreek Road traffic signal.

- 2018 Beavercreek Road ARTS Grant (underway) – this project upgrades controllers, software, and hardware, and adds reflectorized backplates at seven (7) traffic signals along the Beavercreek Road Corridor. This project also includes the installation of a fiber interconnect along the corridor.
- Transportation System Management & Operations (TSMO) Grant (planned) – Upgrades to all remaining traffic signal controllers and software not already updated or planned to be updated.

Staff are currently working on this 2023 Oregon City Traffic Signal Updates ARTS grant application which will likely include the following improvements and upgrades at 13 traffic signals:

- Reflectorized backplates at nine intersections to provide enhanced conspicuity to signal heads at night.
- Conversion of the City's last remaining doghouse-style signal head to a standard traffic signal head.
- Replacement of the existing Walk/Don't Walk style pedestrian heads with Pedestrian Countdown Timers at four intersections.
- Conversion of one intersection from Permissive, to Flashing Yellow Arrow.
- Addition of Leading Pedestrian Interval to three intersections. These allow pedestrians a head start, making them more visible, especially to drivers who are turning. Pedestrians are a measure that improves safety for pedestrians and reduces crashes overall.

Staff are still refining the final application, working to include the appropriate improvements and upgrades as well as balancing the cost of the project to create a project that will be competitive. As such, staff are requesting authorization to apply for this ARTS grant in an amount not to exceed \$1,800,000 where the City would be required to provide a local match of 7.78% (maximum of \$140,040) from the Transportation System Development Charge (SDC) Fund. If this grant was awarded, the City's local match would be allocated in a future budget.

OPTIONS:

1. Approve Resolution No. 23-27 to meet the December 15, 2023 due date.
2. Approve Resolution No. 23-27 with specific modifications to meet the December 15, 2023 due date.
3. Deny Resolution No. 23-27.

BUDGET IMPACT:

Amount: \$140,040

FY(s): FY 2026-2028

Funding Source(s): Transportation SDC Fund

RESOLUTION NO. 23-27

A RESOLUTION AUTHORIZING THE NOMINATION OF THE OREGON CITY TRAFFIC SIGNAL UPGRADES FOR THE 2023 ALL ROADS TRANSPORTATION SAFETY GRANT PROGRAM

WHEREAS, Oregon Department of Transportation is soliciting projects for the 2023 All Roads Transportation Safety (ARTS) Grant Program; and

WHEREAS, the ARTS program is a competitive program with a focus on implementation of cost-effective and proven safety countermeasures; and

WHEREAS, the primary objective of the ARTS Program is to use a data driven approach to select the best projects to reduce fatalities and serious injuries on all public roads in the state; and

WHEREAS, a review of the crash data in Oregon City identified engineering opportunities to reduce fatalities and serious injury accidents at the City's signalized intersections; and

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

WHEREAS, Public Works supports the City's application for the 2023 All Roads Transportation Safety (ARTS) Grant for the Oregon City Traffic Signal Upgrades Project.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. Staff is authorized to submit (to Oregon Department of Transportation) an application for the 2023 All Roads Transportation Safety Grant Program for the Oregon City Traffic Signal Upgrades Project.

Section 2. This resolution becomes effective upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of December, 2023.

DENYSE C. MCGRUFF, Mayor

Attested to this 6th day of December 2023:

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

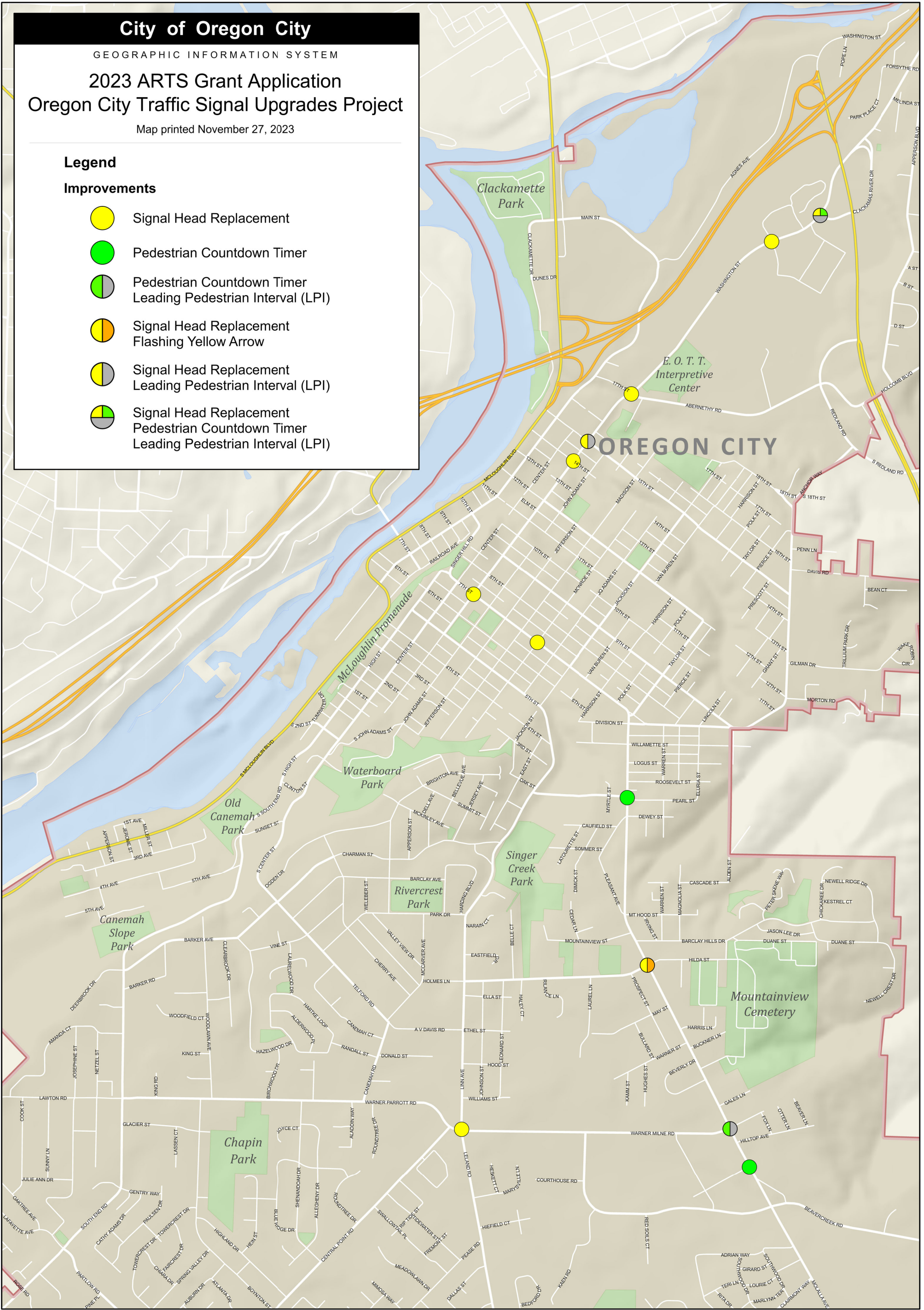
2023 ARTS Grant Application
Oregon City Traffic Signal Upgrades Project

Map printed November 27, 2023

Legend

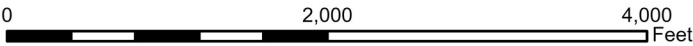
Improvements

- Signal Head Replacement
- Pedestrian Countdown Timer
- Pedestrian Countdown Timer
Leading Pedestrian Interval (LPI)
- Signal Head Replacement
Flashing Yellow Arrow
- Signal Head Replacement
Leading Pedestrian Interval (LPI)
- Signal Head Replacement
Pedestrian Countdown Timer
Leading Pedestrian Interval (LPI)



PRELIMINARY

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, or surveying purposes. Notification of any errors is appreciated.



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



Please recycle with colored office grade paper.

Plot date: November 27, 2023
Map name: Upgrade Projects.aprx|2023 ARTS Grant App OC Traffic Signals
Plot name: 2023 ARTS Grant App OC Traffic Signals - 20231127.pdf



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: 12/06/2023

SUBJECT:

Resolution No. 23-29 Authorizing the Nomination of the Oregon City Molalla Avenue & Pearl Street Intersection Safety Improvements for the 2023 All Roads Transportation Safety Grant Program

STAFF RECOMMENDATION:

Approve Resolution No. 23-29 authorizing staff to apply for the All Roads Transportation Safety (ARTS) Grant program in the amount of \$800,000 for the Oregon City Molalla Avenue & Pearl Street Intersection Safety Improvements.

EXECUTIVE SUMMARY:

Attached is Resolution No. 23-29 authorizing staff to apply to the Oregon Department of Transportation (ODOT) ARTS Program to fund transportation safety improvements at Molalla Avenue and Pearl Street Intersection. The City acknowledges the required 7.78 % local dollar match for this application. Applications are due December 15, 2023.

BACKGROUND:

ODOT is soliciting applications for the ARTS grant program to achieve a data-driven strategic approach to improving safety on all public roads, with a focus on implementation of cost-effective and proven measures. The primary objectives of the ARTS Program are to use this approach to select the best projects to “increase awareness of safety on all roads, promote best practices for infrastructure safety, compliment behavioral safety efforts and focus limited resources to reduce fatal and serious injury crashes in the state of Oregon.”

In April 2019, a pedestrian was struck by a vehicle turning onto Molalla Avenue and suffered fatal injuries. In May 2019, a bicyclist was struck by a vehicle turning onto Molalla Avenue and suffered minor injuries.

In response to these pedestrian and bicycle crashes, staff hired consultant DKS Associates to complete a Safety Study of the intersection. This study included field

observations, intersection operations, documented crash history, and a set of recommended improvements to enhance the safety for all roadway users. The Safety Study included a list of Recommended Improvements, grouped into Short-Term and Long-Term Improvements. These recommended improvements are noted below, and the status for such improvements.

- Short Term Improvements:

- Split Phasing: Changing the signal phasing, to provide a protected green phase for vehicle movements. This required some updates to the signal heads – *completed*.
- Leading Pedestrian Interval: Provides pedestrians the opportunity to enter the crosswalk before vehicles are given the green light, increasing the visibility of pedestrians using the crosswalk – *completed*.
- Improve Signal Visibility: Installation of reflectorized backplates to improve signal visibility, especially in the westbound direction which deals with sun glare in the evening and the northbound direction which deals with a high frequency of rear-end crashes – *completed*.
- Protected/Permissive Left Turn Phasing: Addition of a protected left turn phases to the northbound and southbound approaches, giving drivers a green arrow to complete their turning movement – *completed*.
- Pedestrian Warning Signage: Installation of Turning Vehicles Yield to Pedestrian signage on all four approaches – *completed*.
- Relocated Turn Restriction Sign: Relocated the No Turn on Red to the signal mast arm for better visibility by drivers – *completed*.
- Restripe Pearl Street: Removal of two on-street parking spots on the east leg of Pearl Street to allow restriping of centerline to facilitate realignment of the skewed intersection – *completed*.

- Long Term Improvements:

- Curb Extensions: Curb extensions on the southwest corner to increase pedestrian visibility due to buildings being so close to the crosswalks – *Included in this grant application*.
- Traffic Signal Communications: Installation of fiber communications to the traffic signal.
- Upgraded Intersection Lighting: Field observations identified a need for upgraded intersection lighting – *Included in this grant application*.
- Pedestrian Warning Signage: The building in the northwest corner that blocked the view of oncoming traffic has been demolished. In the event a new building is constructed at the right of way line, this safety measure should be reevaluated.

Staff are still refining the final application, working to include the appropriate improvements and upgrades as well as balancing the cost of the project to create a project that will be competitive. As such, staff are requesting authorization to apply for an ARTS grant in the amount, not to exceed, \$800,000 where the City would be required to provide a local match of 7.78% (maximum of \$62,240) from the

Transportation System Development Charge (SDC) Fund. If the grant were awarded, the City's local match would be allocated in a future budget.

OPTIONS:

1. Approve Resolution No. 23-29 to meet the December 15, 2023 due date.
2. Approve Resolution No. 23-29 with specific modifications to meet the December 15, 2023 due date.
3. Deny Resolution No. 23-29.

BUDGET IMPACT:

Amount: \$62,240

FY(s): FY 2026-2028

Funding Source(s): Transportation SDC Fund

RESOLUTION NO. 23-29

A RESOLUTION AUTHORIZING THE NOMINATION OF THE OREGON CITY MOLALLA AVENUE AND PEARL STREET INTERSECTION SAFETY IMPROVEMENTS FOR THE 2023 ALL ROADS TRANSPORTATION SAFETY GRANT PROGRAM

WHEREAS, Oregon Department of Transportation is soliciting projects for the 2023 All Roads Transportation Safety (ARTS) Grant Program; and

WHEREAS, the ARTS program is a competitive program with a focus on implementation of cost-effective and proven safety countermeasures; and

WHEREAS, the primary objective of the ARTS Program is to use a data driven approach to select the best projects to reduce fatalities and serious injuries on all public roads in the state; and

WHEREAS, a review of the crash data at the Molalla Avenue and Pearl Street Intersection identified engineering opportunities to reduce fatalities and serious injury accidents; and

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

WHEREAS, Public Works supports the City's application for the 2023 All Roads Transportation Safety Grant for the Oregon City Molalla Avenue and Pearl Street Intersection Safety Improvements.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. Staff is authorized to submit to the Oregon Department of Transportation an application for the 2023 All Roads Transportation Safety Grant Program for the Oregon City Avenue and Pearl Street Intersection Safety Improvements.

Section 2. This resolution takes effect immediately upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of December, 2023.

DENYSE C. MCGRUFF, Mayor

Attested to this 6th day of December 2023:

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

MEMORANDUM

DATE:

October 8, 2019

TO:

Vance Walker | Oregon City Public Works

FROM:

Lacy Brown, Ph.D., P.E. | DKS Associates
Clive Lara, E.I. | DKS Associates
Scott Mansur, P.E., PTOE | DKS Associates

SUBJECT:

Oregon City Molalla Avenue/Pearl Street Safety Study

The purpose of this memorandum is to document the findings of a safety investigation at the intersection of Molalla Avenue and Pearl Street in Oregon City, Oregon. This intersection has experienced several crashes in recent years as well as a fatal crash in early 2019. Both the City and Clackamas County desire to improve safety at this intersection. This memorandum summarizes field observations, intersection operations, documented crash history, and a set of recommended improvements intended to enhance the safety for all roadway users.

INTERSECTION CHARACTERISTICS AND TRAFFIC VOLUMES

The Molalla Avenue/Pearl Street intersection is a signalized intersection located in Oregon City inside the urban growth boundary. Molalla Avenue is classified as an arterial roadway with a posted speed of 30 miles per hour. Pearl Street is classified as a collector roadway with a posted speed of 25 miles per hours. The traffic signal is maintained and operated by Clackamas County on behalf of the City.

12-hour intersection turning movement counts were collected on Thursday, August 8, 2019 from 7:00 am – 7:00 pm. Figure 1 shows the vehicle traffic counts for the AM Peak hour (7:30 am – 8:30 am), PM Peak hour (4:15 pm – 5:15 pm), as well as the pedestrian crossing volumes for the pedestrian peak hour (8:00 am – 9:00 am).

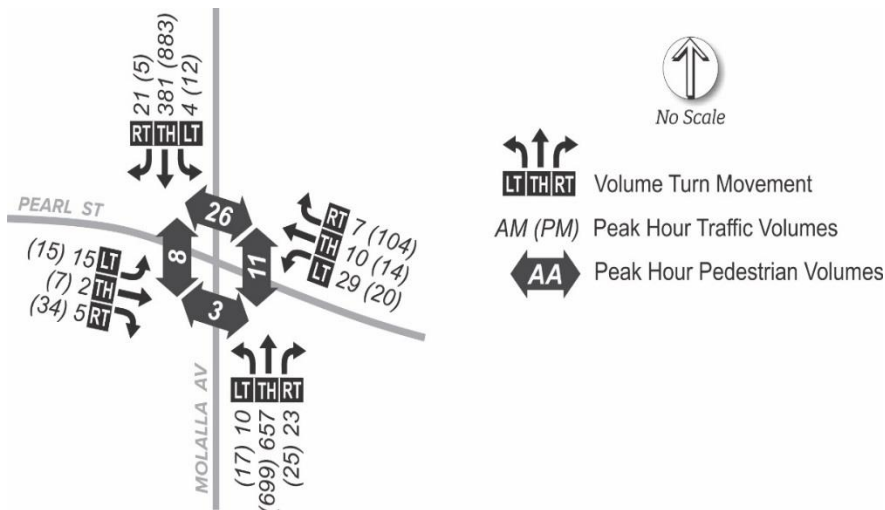


Figure 1: Existing Intersection Traffic Volumes

FIELD OBSERVATIONS

Field observations were conducted at the intersection on August 8, 2019 during the morning peak, midday, afternoon peak, and sunset. The following sections discuss the observations made, including the investigation of driver and human behavior, sight distance and visibility, lane geometry, signal timing, and travel speeds.

Pedestrian Activity

Significant pedestrian activity was observed at the intersection. There is a government office complex located in the northeast corner of the intersection with off-site parking located in the southeast and northwest corners, generating consistent pedestrian traffic throughout the day. The skewed geometry of the intersection and the adjacent building fronts restrict pedestrian visibility, especially on the south leg crosswalk. Multiple near-miss events were observed during field observations, mainly between eastbound vehicles turning right and pedestrians crossing the south leg of the intersection. The majority of pedestrians crossed using the north, east, and west leg crosswalks.

Intersection Skew and Visibility

The current alignment of Pearl Street orients westbound approaching vehicles towards the northwest corner instead of due west at the intersection. This orientation restricts visibility of pedestrians in the south leg crosswalk (Figure 2). Additionally, westbound through vehicles were observed making awkward movements to navigate around eastbound left-turning vehicles that are yielding within the intersection. The on-street parking on the north side of Pearl Street, combined with the horizontal curvature of the roadway, also limits the visibility of the intersection and crosswalks for drivers approaching the intersection from the east (Figure 3).

Red Light Running

On multiple occasions, drivers heading northbound on Molalla Avenue were observed running the red light at the traffic signal. The northbound approach is downhill and drivers were observed to be traveling higher than the posted speed limit of 30 miles per hour. A speed survey was conducted on Molalla Avenue using a laser speed gun. An 85th percentile speed of 34 miles per hour was observed on the northbound approach, which speeds as high as 40 miles per hour registered.

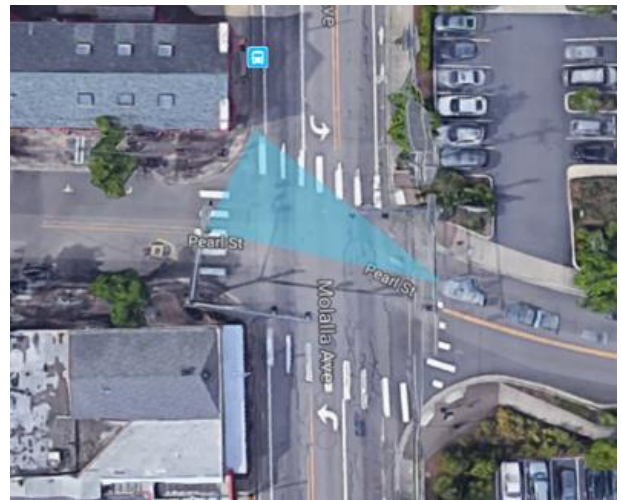


Figure 2. Aerial Image Showing Intersection Alignment Effect on Driver Visibility



Figure 3. Image Showing Limited Visibility of Intersection and Crosswalk due to On-Street Parking (Westbound on Pearl Street)

Vehicle Turning Noncompliance

As mentioned previously, there is limited visibility of pedestrians in the south leg crosswalk. This is especially true for the eastbound right-turn movement, which has limited visibility of the crosswalk due to the building on the southwest corner. The building on the northwest corner also limits visibility of oncoming southbound traffic. A “No Turn on Red” sign is currently posted on the back of a street light pole for this eastbound approach, however, on multiple occasions drivers were observed making right turns on red despite the regulatory signage (Figure 4).



Figure 4. Driver making right turn on red despite “No Turn on Red” sign.



Figure 5. Parked vehicle next to in-ground loop on Pearl Street (east leg).

Intersection Operations

During the morning field observations, continuous false signal calls occurred on the minor street approach (Pearl Street) due to on-street parking located adjacent to the traffic signal inductive loops, specifically on the east leg of the intersection. During field observations, the parking spots on the east leg were continuously being used by people accessing the office complex in the northeast corner (Figure 5). The presence of the vehicle would trigger a green light on Pearl Street even when there was no minor street traffic. This resulted in the signal providing the maximum green times on the minor street when no vehicles were present, which increases delays to the major street (Molalla Avenue).

Sunset Glare

During the evening observations (7:00 p.m. – 9:00 p.m.) it was apparent that the sun glare significantly impacts visibility for westbound drivers as they approach the intersection from the east (Figure 6). The sun glare makes it difficult to see the north and south crosswalks as well as oncoming eastbound vehicles.

Nighttime Lighting Conditions

During the evening observations (7:00 p.m. – 9:00 p.m.), it was noted that lighting conditions appeared sufficient in the immediate vicinity of the light poles, however the extents of the intersection were dim. Upgrading the street lights from decorative acorn lights to traditional luminaire poles could be considered to improve visibility.



Figure 6. Sun glare approaching intersection from the east.

SAFETY ANALYSIS

The most recent five years (2013-2017) of available crash data for the study intersection was obtained from the ODOT crash database and was used to evaluate the safety performance of the signalized intersection. A total of 13 intersection related crashes happened at the intersection over the 5-year period and are shown in Figure 7.

The majority of the crashes at the intersection were rear-end collisions involving vehicles traveling northbound, which is downhill (9 crashes). There was also one pedestrian collision and one bicycle collision, both resulting in injuries. None of the crashes occurred at night, though two occurred during dawn/dusk.

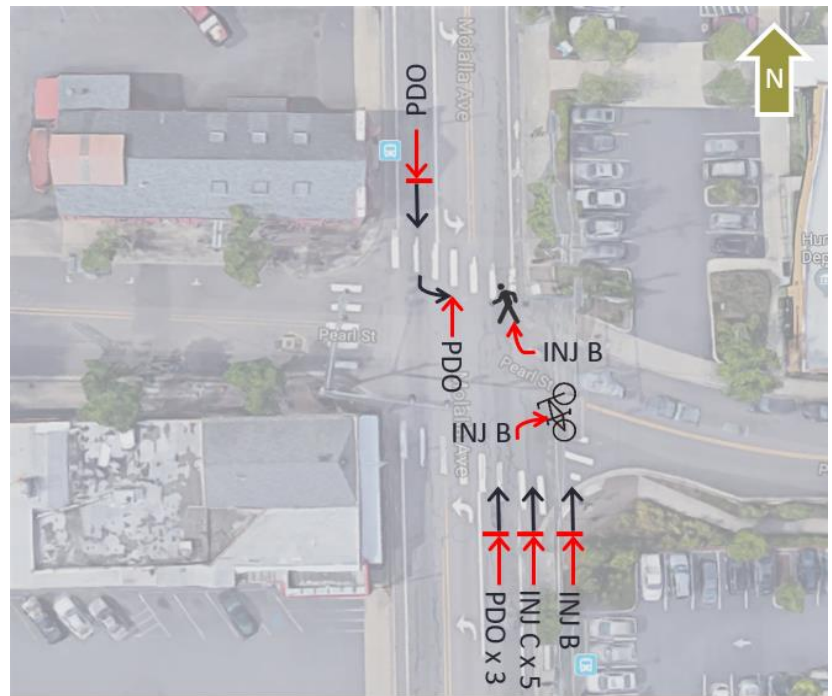


Figure 7: Molalla Ave./Pearl St. Collisions (2013-2017)

2019 Crashes

Two recent crashes motivated this safety study, both involving westbound left-turn vehicles conflicting with users of the south crosswalk (Figure 8). The bicycle collision occurred one afternoon when a young boy riding his bicycle eastbound across the south crosswalk was struck by a westbound driver making a left-turn onto Molalla Avenue. The driver claimed she was looking down at her phone at the time. The bicyclist suffered minor injuries and was able to walk away from the scene.

The pedestrian crash occurred during the evening when a woman crossing the south crosswalk heading east was struck by a westbound driver making a left-turn onto Molalla Avenue. The driver stated he was focused on oncoming traffic heading eastbound and was not aware of any pedestrians in the crosswalk. The pedestrian died at the scene.

In both crashes, witnesses stated that the pedestrian and bicyclist were crossing during the appropriate pedestrian phase and the drivers failed to yield.



Figure 8: 2019 Bike and Ped Crashes

SPIS Priority Index System (SPIS)

The Safety Priority Index System (SPIS) is a ranking system developed by ODOT to identify possible safety concerns on roadways across the state. SPIS scores are developed based on crash frequency, crash severity, and traffic volume over a rolling three-year window (i.e. every year it is updated with the most recent three years of data).

A prioritized list of the top 15% of statewide SPIS sites is created for each region, and the top 5% are investigated by the five Region Traffic managers' offices. Based on crash data from 2011-2013, the Molalla Avenue/Pearl Street intersection was a top 10% SPIS site. As stated previously, rear-end collisions involving vehicles traveling downhill (northbound) on Molalla Avenue were the predominant crashes.

Crash Rate

The total number of crashes observed at an intersection is typically related to the volume of traffic traveling through the intersection. Because of this relationship, a commonly used measure to evaluate the safety performance of an intersection is the intersection crash rate, which is the number of crashes per year per million entering vehicles (MEV). ODOT has developed a list of critical crash rates which represent the expected crash rate for different types of intersections across the state. If the calculated crash rate is higher than the corresponding ODOT critical crash rate, this would indicate a potential safety concern and may warrant additional safety investigations.

ODOT's Analysis Procedural Manual groups intersection crash rates by rural/urban, signalized/unsignalized, and three-leg/four-leg intersections. The Molalla Avenue/Pearl Street intersection is located inside the urban growth boundary and was considered an urban signalized four-leg intersection. Table 1 below shows the calculated crash rate for the Molalla Avenue/Pearl Street intersection based on 2013-2017 crashes. As shown, the observed crash rate is lower than the critical crash rate.

Table 1: Molalla Avenue/Pearl Street Intersection Collisions (2013-2017)

Intersection	Total Crashes	Crash Severity				AADT ^b	Critical Crash Rate ^c	Observed Crash Rate
		Severe Injury	Evident Injury	Possible Injury	PDO ^a			
Molalla Ave/Pearl St	13	0	3	5	5	18,350	0.86	0.39

^aPDO = property damage only

^bAnnual Average Daily Traffic (AADT) for intersections estimated by multiplying intersections' PM peak hour traffic count volumes by 10

^cIntersection critical crash rate according to 90th percentile rates from ODOT's Analysis Procedure Manual Version 2, Exhibit 4-1

RECOMMENDED IMPROVEMENTS

Although several safety concerns were identified through field observations, there are also many potential treatments that can be implemented at the intersection to improve safety for all users. Some improvements are short-term, low cost improvements that can be implemented quickly, whereas other improvements may require more planning and investment. Each improvement's respective Crash Reduction Factor (CRF) is included.¹ Cost estimates for each recommended improvement are included in the appendix.

Short Term Improvements

Split Phasing: Split phasing provides a protected green phase (i.e., right of way) for all vehicle movements on one approach (e.g., eastbound) followed by a protected green phase for all vehicle movements on the opposite approach (e.g., westbound). This reduces vehicle-vehicle conflicts as well as conflicts between pedestrians and left-turning vehicles since pedestrian phases can be active during the split without opposing left-turns. Split phasing on Pearl Street (eastbound and westbound) is recommended to reduce these types of conflicts. This phasing change would require replacing the left-most signal head (eastbound and westbound approaches) with a Type 4 (four-section) signal head.

CRF = 99% (Left-turn Crashes) | Cost = \$1,200 (Completed by County Forces)

Leading Pedestrian Interval: A leading pedestrian interval gives pedestrians the opportunity to enter the crosswalk before vehicles are given the green light. Leading pedestrian intervals can enhance visibility of pedestrians in the intersection and reinforce their right-of-way over turning vehicles. A 4-second leading pedestrian interval is recommended for the south crosswalk (eastbound vehicle phase) to increase the visibility of pedestrians using this crosswalk.

CRF = 37% (Bike and Ped Crashes) | Cost = < \$1,000 (Completed by County Forces)



Figure 9. Example Vehicle Signal Backplate with Retroreflective Border

Improve Signal Visibility: It is recommended that backplates with retroreflective borders be added to the vehicle signal heads to improve signal visibility, especially in the westbound direction which deals with sun glare in the evening and the northbound direction which experiences a high frequency of rear-end crashes. Signal heads that have backplates equipped with retroreflective borders are more visible and conspicuous in both daytime and nighttime conditions. It is also recommended that a supplemental signal head be installed on the traffic signal pole shaft in the southwest corner of the intersection. (Note: This signal head should be consistent with other signal heads for this approach and may be a standard three-section or four-section signal head, depending on whether split phasing and associated signal upgrades are implemented. Signal head details should be confirmed with the County during the design phase.)

CRF = 20% (All Crashes) | Cost = \$5,000 (Completed by County Forces)

¹ Per the Federal Highway Administration, "A crash reduction factor (CRF) is the percentage crash reduction that might be expected after implementing a given countermeasure at a specific site." All CRF values presented are from the ODOT-approved CRF List.

Protected/Permissive Left Turn Phasing: It is recommended that protected left-turn phases be added to the northbound and southbound (Molalla Avenue) approaches along with maintaining the existing permitted left-turns. This protected phase provides drivers with an opportunity to make their turn without waiting for a gap in traffic, which reduces delay and also reduces the likelihood of risky behavior. Implementing protected left-turn phasing also allows for the prohibition of permissive left-turns when a conflicting pedestrian call is present, which reduces the risk of a vehicle-pedestrian crash. The addition of protected left-turn phasing would require adding a 4-section (or 3-section bi-modal) signal head to both the northbound and southbound mast arms as well as running additional wires to these mast arm poles to accommodate the additional phase. Adjustments to the placement of the existing heads may be necessary to meet minimum spacing and location requirements.

CRF = 16% (Left-turn Crashes) | Cost = \$5,000-\$10,000 (Completed by County Forces)



Figure 10. MUTCD Sign R10-15

Pedestrian Warning Signage: To reinforce the message that drivers who are making turns must to yield to pedestrians, a Turning Vehicles Yield to Pedestrians sign (MUTCD R10-15) may be used. It is recommended that this sign be placed on the mast arms adjacent to the signal heads for the through-right shared lanes. This may be especially helpful for the eastbound approach which has limited visibility of the south crosswalk when making right turns.

CRF = Not Available | Cost = < \$1,000 (Completed by County Forces)

Relocate Turn Restriction Sign: There is currently a “No Turn on Red” sign on the back of a streetlight pole for the eastbound approach. This sign is in place due to the limited sight distance caused by the building in the northwest corner for eastbound vehicles looking looking north, however it is often overlooked and ignored by drivers. It is recommended that this sign be relocated onto the mast arm servicing eastbound traffic, so that it is more visible to drivers when looking at the vehicle signals. Figure 11 shows the proposed sign relocation. (Note that this relocation would need to occur after split phasing is implemented and the existing “Left turn yield to oncoming traffic” sign is no longer needed.)



Figure 11: Proposed "No Turn on Red" Sign Relocation

Figure 11 shows the proposed sign relocation. (Note that this relocation would need to occur after split phasing is implemented and the existing “Left turn yield to oncoming traffic” sign is no longer needed.)

CRF = Not Available | Cost = < \$1,000 (Completed by County Forces)

Restripe Pearl Street: As mentioned previously, the current alignment of Pearl Street restricts the visibility of the south leg crosswalk for westbound drivers. Figure 12 on the following page shows the existing and proposed restriping of Pearl Street, which includes removing two parking spaces on the east leg to facilitate the realignment and help with intersection visibility. Removing these parking spaces would also prevent the issue of false signal calls that are currently being triggered by parked vehicles.

CRF = 48% (Injury Crashes) | Cost = \$5,000

Long Term Improvements

Curb Extension: Extending the curb in the southwest corner would allow for the south crosswalk to shift further north and make the pedestrians more visible to eastbound and westbound drivers. The proposed curb extension with realigned crosswalk is shown in the Figure 12.

CRF = Not Available | Cost = \$50,000

Traffic Signal Communications: There is currently overhead fiber optics running along Molalla Avenue for traffic signal communications that are not connected to the Molalla Avenue/Pearl Street traffic signal. It is recommended that a Gator patch cable be installed at the existing splice vault and connected to the controller cabinet in the southwest corner. Signal communications will allow for traffic signal coordination along Molalla Avenue. It can also allow for the traffic signal to be remotely monitored and adjusted from the signal timing shop.

CRF = Not Available | Cost = \$3,000 (Could be Completed by County Forces)

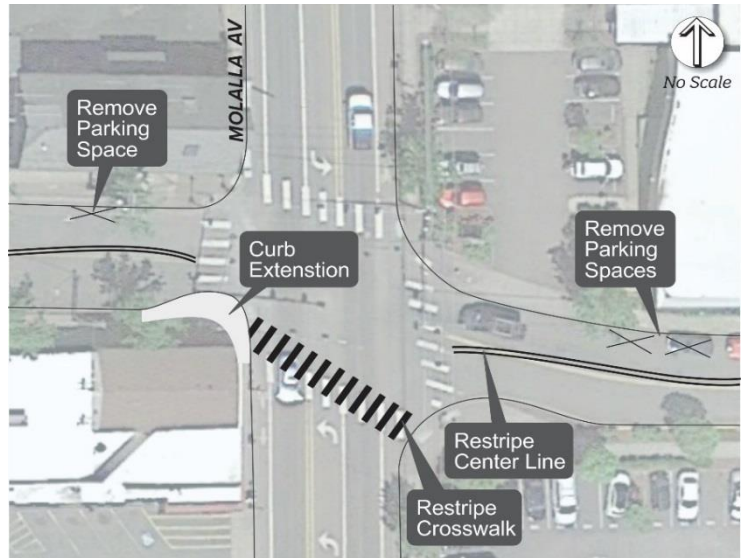


Figure 12: Proposed Restriping and Curb Extension

Upgraded Intersection Lighting: Field observations that the decorative acorn lights at this intersection may not provide sufficient lighting for the entire intersection area. Upgrading the intersection lighting by replacing the acorn lights with clamp-on luminaire lights would improve visibility and safety, and could be completed by modifying the existing poles instead of replacing them (see Figure 13). However, because there are no documented nighttime crashes at this location, this is not a high-priority recommendation.

CRF = Not Available | Cost = \$20,000 - \$30,000



Figure 13: Example of Lighting Upgrade from Acorn to Luminaire at Wilsonville Road/Boones Ferry Road



**Figure 14.
Example Part-time
Turn
Restriction Sign**

Pedestrian Warning Signage: There is the potential for the building in the northwest corner to one day be demolished or relocated to allow for better visibility of oncoming traffic for eastbound right turns. If this occurs, the “No Turn on Red” sign would no longer be needed. Instead, a part-time restriction LED sign could be used to prohibit right turns on red when there are pedestrian calls. This sign could also switch to different messages such as “Yield to Peds” when the signal is green.

CRF = Not Available | Cost = < \$1,000 (Completed by County Forces)

INTERSECTION OPERATIONS ANALYSIS

Intersection operations analysis were evaluated based on the Highway Capacity Manual 2000 methodology for signalized intersections. Intersection operations were analyzed for both existing conditions as well as with the recommended signal operations improvements discussed in the previous section. The signal improvements included split phasing on Pearl Street, protected/permissive left-turn phasing on Molalla Avenue, and a four second leading pedestrian interval for the south crosswalk (eastbound phase).

Table 2 below shows the intersection operations for both existing conditions and with the proposed signal operations improvements. As shown, the proposed recommendations would not significantly increase delay and the intersection would continue to perform well below the City's operating standards.² Furthermore, Oregon City's Transportation System Plan (TSP) states that their relatively high mobility standards are in place to encourage safer and more comfortable streets for multimodal travel.

Table 2: Molalla Avenue/Pearl Street Intersection Operations – AM and PM Peak Hour

Intersection	Jurisdiction	Operating Standard	AM Peak			PM Peak		
			v/c	Delay	LOS	v/c	Delay	LOS
Existing Conditions								
Molalla Ave/Pearl St	Oregon City	v/c ≤ 1.0, LOS D	0.58	4.6	A	0.71	8.8	A
Proposed Safety Improvements (Split Phasing, Protected/Permissive Left-Turns, Leading Ped. Interval)								
Molalla Ave/Pearl St	Oregon City	v/c ≤ 1.0, LOS D	0.65	13.6	B	0.75	24.6	C

Signalized intersections:

v/c = Volume-to-Capacity Ratio of Intersection
 Delay = Average Stopped Delay per Vehicle (sec)
 LOS = Level of Service of Intersection

² Oregon City Mobility Standards, Oregon City Transportation System Plan, 2013.

SUMMARY

The key findings of the safety investigation at the intersection of Molalla Avenue/Pearl Street in Oregon City, Oregon are summarized below.

- The Molalla Avenue/Pearl Street intersection is located adjacent to a government office complex and experiences a high amount of pedestrian activity throughout the day.
- The current alignment of Pearl Street at the intersection is skewed and inhibits the view of the crosswalks and oncoming vehicles for drivers.
- Driver noncompliance was observed on several occasions at the intersection, including running red lights and turning on red when not allowed.
- The sun glare significantly impacts visibility for westbound drivers in the evening.
- The induction loops on Pearl Street used for vehicle detection are located close to adjacent on-street parking. During field observations, parked vehicles triggered the minor street signal phase for Pearl Street when no (moving) vehicles were present, leading to unnecessary delays on Molalla Avenue.
- The majority of crashes recorded at the intersection from 2013-2017 were rear-end crashes by drivers heading downhill (northbound) on Molalla Avenue. In 2019, there were two crashes in the south crosswalk that involved westbound left-turning vehicles. One involved a pedestrian who was killed and the other involved a bicyclist who sustained minor injuries.

Short term safety improvement recommendations include:

- Split phasing on Pearl Street
- Leading pedestrian interval for the south crosswalk
- Protective/permissive left-turn phasing on Molalla Avenue
- Signal backplates with retroreflective borders and supplemental signal heads
- Restriping of Pearl Street
- Relocation of “No Turn on Red” sign

Long term safety improvement recommendations include:

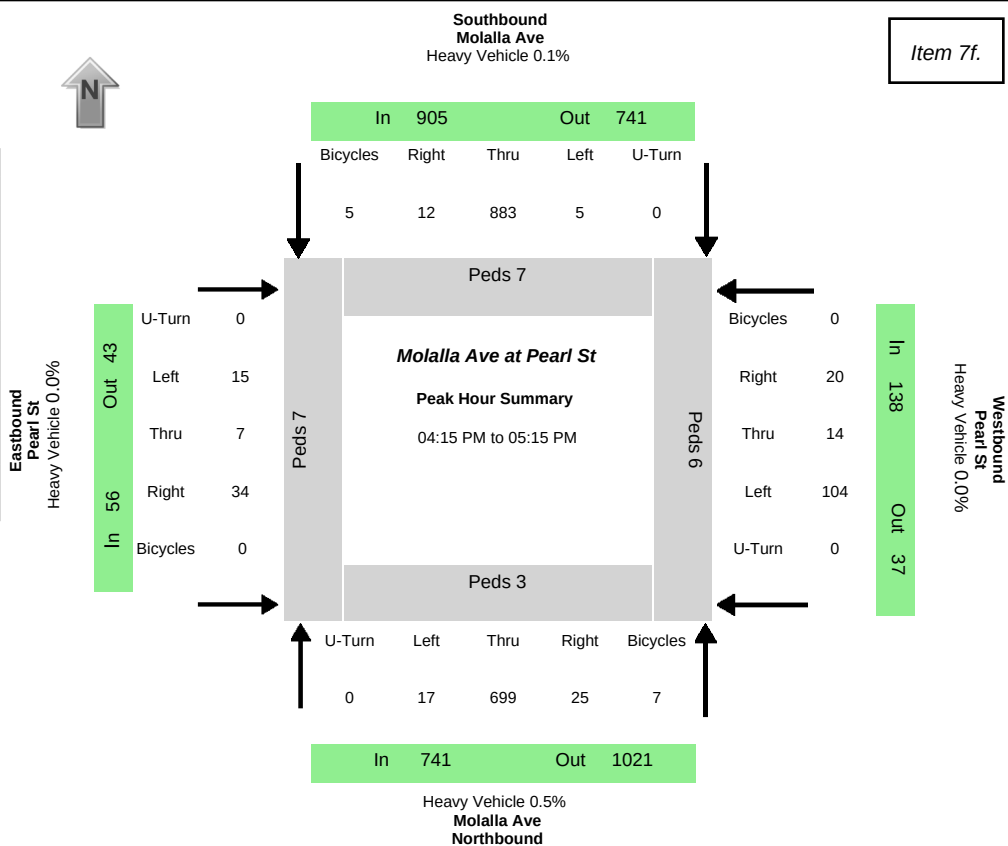
- Curb extension in the southwest corner and restriping of the south crosswalk
- Fiber optic communications at the traffic signal
- Signing adjustments if the building on the northwest corner is redeveloped and sight distance is improved.
- Upgraded intersection lighting

With the recommended improvements and associated signal timing changes discussed above, the intersection will continue to meet Oregon City operation standards.

APPENDIX

TRAFFIC COUNTS

Data Provided by K-D-N.com 503-594-4224	
N/S street	Molalla Ave
E/W street	Pearl St
City, State	Oregon City OR
Site Notes	
Location	45.348979 - -122.596661
Start Date	Thursday, August 08, 2019
Start Time	07:00:00 AM
Weather	
Study ID #	
Peak Hour Start	04:15:00 PM
Peak 15 Min Start	04:15:00 PM
PHF (15-Min Int)	0.98



Peak-Hour Volumes (PHV)																							
Northbound				Southbound				Eastbound				Westbound				Entering				Leaving			
Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	NB	SB	EB	WB	NB	SB	EB	WB
17	699	25	0	5	883	12	0	15	7	34	0	104	14	20	0	741	900	56	138	1021	734	43	37
Percent Heavy Vehicles																							
0.0%	0.6%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%	0.1%	0.0%	0.0%	0.1%	0.5%	0.0%	0.0%
PHV- Bicycles																PHV - Pedestrians							
Northbound				Southbound				Eastbound				Westbound				Sum	in Crosswalk				Sum		
Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn		NB	SB	EB	WB			
0	7	0	0	0	5	0	0	0	0	0	0	0	0	0	0		12	3	7	7		6	23
All Vehicle Volumes																							
Time	Northbound Molalla Ave				Southbound Molalla Ave				Eastbound Pearl St				Westbound Pearl St				15 Min Sum	1 HR Sum					
	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn							
07:00:00 AM	0	36	2	0	2	25	0	0	1	1	0	0	1	0	0	0							
07:05:00 AM	1	51	0	0	1	18	2	0	0	1	0	0	1	0	1	0							
07:10:00 AM	0	44	1	0	1	19	0	0	3	0	3	0	2	0	1	0	218						
07:15:00 AM	1	34	2	0	1	22	0	0	0	1	0	0	3	0	0	0	214						
07:20:00 AM	0	59	1	0	0	23	0	0	0	0	0	0	3	0	0	0	224						
07:25:00 AM	0	64	2	0	5	22	0	0	0	0	1	0	2	1	0	0	247						
07:30:00 AM	1	52	1	0	1	28	0	0	1	1	2	0	2	0	1	0	273						
07:35:00 AM	1	72	2	0	3	32	0	0	2	0	0	0	4	0	1	0	304						
07:40:00 AM	1	65	1	0	1	43	1	0	1	0	1	0	2	0	0	0	323						
07:45:00 AM	2	64	3	0	1	25	0	0	1	0	0	0	2	0	0	0	331						
07:50:00 AM	0	44	5	0	3	38	1	0	0	0	0	0	6	0	0	0	311						
07:55:00 AM	0	53	3	0	2	33	0	0	3	0	2	0	2	0	1	0	294	1082					
08:00:00 AM	0	44	4	0	2	26	0	0	2	1	0	0	2	2	1	0	280	1098					
08:05:00 AM	1	48	0	0	0	38	0	0	1	1	0	0	4	2	0	0	278	1117					
08:10:00 AM	2	47	0	0	2	28	0	0	2	0	0	0	1	0	1	0	262	1126					
08:15:00 AM	0	52	0	0	3	25	0	0	1	0	0	0	2	1	1	0	263	1147					
08:20:00 AM	2	45	3	0	0	30	2	0	1	0	1	0	1	2	0	0	255	1148					
08:25:00 AM	0	72	0	0	1	25	0	0	0	0	1	0	1	1	1	0	274	1153					
08:30:00 AM	1	51	2	0	3	38	0	0	1	0	0	0	2	2	1	0	290	1164					
08:35:00 AM	2	58	0	0	0	38	0	0	0	1	1	0	1	1	1	0	306	1150					
08:40:00 AM	0	48	1	0	0	31	0	0	3	1	1	0	3	0	1	0	293	1123					
08:45:00 AM	0	54	1	0	0	46	0	0	1	0	1	0	0	0	2	0	297	1130					
08:50:00 AM	2	39	1	0	1	33	0	0	1	0	2	0	3	1	1	0	278	1117					
08:55:00 AM	0	60	0	0	2	39	0	0	2	0	3	0	9	0	0	0	304	1133					

09:00:00 AM	0	43	3	0	0	42	0	0	1	0	0	0	3	0	0	0	291	1141
09:05:00 AM	0	41	1	0	0	34	0	0	4	0	0	0	7	0	0	0	294	1133
09:10:00 AM	1	51	1	0	0	35	0	0	2	0	0	0	5	0	0	0	274	1145
09:15:00 AM	0	57	1	0	0	30	1	0	0	1	0	0	2	0	1	0	275	1153
09:20:00 AM	0	52	3	0	0	34	0	0	1	0	1	0	6	1	1	0	287	1165
09:25:00 AM	1	42	1	0	0	34	0	0	0	0	0	0	2	1	0	0	273	1144
09:30:00 AM	2	54	2	0	0	39	0	0	1	1	2	0	2	0	1	0	284	1147
09:35:00 AM	0	55	1	0	0	55	1	0	0	0	0	0	3	0	1	0	301	1160
09:40:00 AM	0	51	0	0	0	39	1	0	1	0	2	0	1	0	2	0	317	1168
09:45:00 AM	0	57	2	0	0	31	0	0	0	0	1	0	7	1	1	0	313	1163
09:50:00 AM	1	50	0	0	1	44	1	0	1	0	1	0	5	1	0	0	302	1184
09:55:00 AM	1	56	1	0	0	43	0	0	2	0	0	0	3	1	0	0	312	1176
10:00:00 AM	2	48	0	0	0	34	0	0	1	0	0	0	4	0	1	0	302	1174
10:05:00 AM	0	51	1	0	0	39	0	0	3	0	1	0	5	0	1	0	298	1188
10:10:00 AM	2	55	2	0	0	53	0	0	1	0	4	0	1	0	0	0	309	1211
10:15:00 AM	0	59	1	0	1	40	2	0	2	0	1	0	5	0	0	0	330	1229
10:20:00 AM	1	59	1	0	0	42	1	0	1	0	0	0	2	0	0	0	336	1237
10:25:00 AM	0	63	3	0	0	50	1	0	0	0	1	0	5	0	0	0	341	1279
10:30:00 AM	0	49	0	0	2	45	1	0	0	0	1	0	3	1	0	0	332	1277
10:35:00 AM	1	43	2	0	0	64	0	0	4	0	2	0	2	1	2	0	346	1282
10:40:00 AM	1	65	4	0	1	58	0	0	0	0	2	0	3	0	0	0	357	1319
10:45:00 AM	0	61	0	0	0	57	2	0	0	0	5	0	4	0	1	0	385	1349
10:50:00 AM	1	50	3	0	1	51	1	0	0	1	0	0	1	1	1	0	375	1355
10:55:00 AM	0	50	3	0	0	56	0	0	1	0	1	0	5	0	0	0	357	1364
11:00:00 AM	0	49	3	0	0	43	1	0	0	0	3	0	10	0	0	0	336	1383
11:05:00 AM	1	59	0	0	0	52	0	0	0	0	1	0	4	0	0	0	342	1399
11:10:00 AM	0	57	0	0	0	58	1	0	1	0	2	0	5	0	1	0	351	1406
11:15:00 AM	1	53	2	0	0	65	0	0	0	0	1	0	5	0	1	0	370	1423
11:20:00 AM	1	54	4	0	0	60	0	0	0	0	0	0	3	1	1	0	377	1440
11:25:00 AM	0	66	3	0	0	67	2	0	1	0	1	0	4	0	1	0	397	1462
11:30:00 AM	0	60	2	0	1	66	2	0	3	0	0	0	5	0	0	0	408	1499
11:35:00 AM	2	69	4	0	1	53	0	0	2	0	1	0	4	0	0	0	420	1514
11:40:00 AM	2	59	2	0	0	65	0	0	0	1	2	0	4	0	3	0	413	1518
11:45:00 AM	0	58	2	0	1	56	0	0	2	0	3	0	5	1	3	0	405	1519
11:50:00 AM	2	68	0	0	2	63	0	0	1	0	1	0	5	1	1	0	413	1552
11:55:00 AM	0	57	2	0	0	82	0	0	2	1	1	0	1	0	0	0	421	1582
12:00:00 PM	1	44	3	0	1	51	1	0	0	0	4	0	6	0	1	0	402	1585
12:05:00 PM	4	57	4	0	0	74	0	0	1	0	2	0	8	0	1	0	409	1619
12:10:00 PM	0	60	0	0	1	75	2	0	2	0	3	0	7	2	2	0	417	1648
12:15:00 PM	1	52	0	0	0	56	2	0	0	1	2	0	13	0	0	0	432	1647
12:20:00 PM	1	56	1	0	1	44	0	0	2	0	1	0	5	0	0	0	392	1634
12:25:00 PM	1	64	3	0	0	55	0	0	1	1	1	0	3	0	0	0	367	1618
12:30:00 PM	4	64	2	0	0	58	2	0	1	0	2	0	4	0	0	0	377	1616
12:35:00 PM	0	56	2	0	2	38	0	0	2	0	0	0	7	0	1	0	374	1588
12:40:00 PM	0	69	2	0	0	65	1	0	1	1	8	0	9	0	0	0	401	1606
12:45:00 PM	2	67	2	0	0	58	0	0	0	0	1	0	3	0	1	0	398	1609
12:50:00 PM	1	80	4	0	0	53	0	0	1	1	1	0	11	0	1	0	443	1618
12:55:00 PM	3	59	3	0	1	71	0	0	1	2	8	0	6	1	1	0	443	1628
01:00:00 PM	5	71	4	0	0	64	1	0	0	0	3	0	5	1	0	0	463	1670
01:05:00 PM	4	71	1	0	2	56	1	0	4	1	4	0	10	0	2	0	466	1675
01:10:00 PM	0	64	2	0	0	52	0	0	1	1	3	0	8	0	1	0	442	1653
01:15:00 PM	0	44	5	0	3	64	3	0	3	1	3	0	6	0	1	0	421	1659
01:20:00 PM	0	70	1	0	1	58	0	0	1	2	2	0	8	0	3	0	411	1694
01:25:00 PM	0	66	2	0	0	49	1	0	1	0	0	0	4	0	2	0	404	1690
01:30:00 PM	1	47	4	0	0	56	0	0	3	0	1	0	3	1	4	0	391	1673
01:35:00 PM	2	62	2	0	0	40	0	0	0	0	1	0	2	0	1	0	355	1675
01:40:00 PM	1	78	2	0	1	72	1	0	0	1	2	0	2	1	1	0	392	1681
01:45:00 PM	2	62	1	0	2	55	3	0	1	1	1	0	4	1	0	0	405	1680
01:50:00 PM	2	57	1	0	1	56	0	0	3	0	2	0	3	2	2	0	424	1656
01:55:00 PM	2	63	3	0	0	43	1	0	1	0	0	0	6	1	0	0	382	1620
02:00:00 PM	1	51	0	0	1	55	1	0	0	1	1	0	6	0	2	0	368	1585
02:05:00 PM	2	68	2	0	1	51	1	0	0	1	1	0	7	1	1	0	375	1565
02:10:00 PM	0	48	1	0	1	59	0	0	2	1	1	0	7	0	0	0	375	1553
02:15:00 PM	1	56	4	0	1	50	0	0	2	0	2	0	5	0	0	0	377	1541
02:20:00 PM	0	59	1	0	0	69	2	0	0	1	0	0	2	3	1	0	379	1533
02:25:00 PM	2	52	3	0	2	45	1	0	1	0	0	0	3	0	0	0	368	1517
02:30:00 PM	2	55	0	0	0	58	0	0	0	1	2	0	12	0	1	0	378	1528
02:35:00 PM	1	57	0	0	2	67	0	0	2	0	0	0	7	3	0	0	379	1557
02:40:00 PM	2	67	4	0	0	58	0	0	1	0	2	0	10	0	0	0	414	1539
02:45:00 PM	0	59	0	0	0	56	0	0	0	0	1	0	7	1	3	0	410	1533

02:50:00 PM	0	65	1	0	0	76	1	0	2	0	1	0	4	0	0	0	421	1554
02:55:00 PM	1	53	4	0	2	73	0	0	0	0	2	0	4	2	0	0	418	1575
03:00:00 PM	2	57	1	0	2	63	0	0	2	0	2	0	9	0	2	0	431	1596
03:05:00 PM	0	54	3	0	1	63	0	0	0	1	2	0	3	0	2	0	410	1589
03:10:00 PM	1	57	3	0	0	66	0	0	2	1	1	0	8	0	1	0	409	1609
03:15:00 PM	0	60	2	0	0	62	0	0	2	0	1	0	7	1	0	0	404	1623
03:20:00 PM	2	53	2	0	0	74	0	0	1	0	5	0	7	3	0	0	422	1632
03:25:00 PM	0	69	1	0	0	53	2	0	0	0	3	0	4	1	3	0	418	1659
03:30:00 PM	2	57	1	0	0	68	2	0	2	0	0	0	2	0	0	0	417	1662
03:35:00 PM	3	70	3	0	0	66	0	0	1	0	3	0	2	1	0	0	419	1672
03:40:00 PM	0	56	2	0	0	49	0	0	2	0	1	0	12	0	1	0	406	1651
03:45:00 PM	1	64	2	0	0	71	0	0	2	1	1	0	6	1	2	0	423	1675
03:50:00 PM	2	46	1	0	0	76	1	0	0	0	0	0	6	0	0	0	406	1657
03:55:00 PM	1	50	4	0	0	66	0	0	1	1	6	0	10	1	1	0	424	1657
04:00:00 PM	2	57	1	0	0	69	3	0	0	0	4	0	6	0	1	0	416	1660
04:05:00 PM	2	66	0	0	0	62	0	0	1	0	3	0	15	4	2	0	439	1686
04:10:00 PM	0	52	4	0	0	72	2	0	3	1	0	0	9	0	1	0	442	1690
04:15:00 PM	1	66	0	0	2	78	1	0	3	1	3	0	9	0	2	0	465	1721
04:20:00 PM	1	53	3	0	0	87	0	0	0	0	3	0	14	1	2	0	474	1738
04:25:00 PM	2	56	4	0	1	69	1	0	1	1	1	0	4	0	0	0	470	1742
04:30:00 PM	1	66	1	0	2	71	0	0	1	0	2	0	10	2	1	0	461	1765
04:35:00 PM	2	54	3	0	0	69	1	0	1	1	5	0	12	1	2	0	448	1767
04:40:00 PM	1	56	2	0	0	83	0	0	0	0	2	0	5	3	0	0	460	1796
04:45:00 PM	2	61	3	0	0	76	1	0	2	1	3	0	4	0	4	0	460	1802
04:50:00 PM	0	55	2	0	0	69	2	0	1	1	5	0	10	1	1	0	456	1817
04:55:00 PM	0	59	0	0	0	74	1	0	3	0	2	0	7	1	1	0	452	1824
05:00:00 PM	3	53	2	0	0	72	3	0	2	2	1	0	13	0	2	0	448	1834
05:05:00 PM	2	60	0	0	0	63	1	0	1	0	3	0	8	3	3	0	445	1823
05:10:00 PM	2	60	5	0	0	72	1	0	0	0	4	0	8	2	2	0	453	1835
05:15:00 PM	2	70	1	0	0	67	2	0	1	0	2	0	7	1	2	0	455	1824
05:20:00 PM	0	64	1	0	1	71	1	0	0	0	2	0	9	0	1	0	461	1810
05:25:00 PM	0	68	2	0	0	70	0	0	1	1	0	0	9	0	2	0	458	1823
05:30:00 PM	2	49	2	0	0	62	1	0	1	1	1	0	5	0	6	0	433	1796
05:35:00 PM	0	64	1	0	0	52	2	0	3	3	2	0	9	3	8	0	430	1792
05:40:00 PM	2	53	1	0	0	70	1	0	1	1	2	0	8	1	3	0	420	1783
05:45:00 PM	3	52	0	0	0	64	1	0	1	0	5	0	8	2	2	0	428	1764
05:50:00 PM	0	51	1	0	0	46	3	0	3	0	2	0	5	0	0	0	392	1728
05:55:00 PM	1	70	1	0	0	50	3	0	2	1	0	0	5	0	0	0	382	1713
06:00:00 PM	0	48	1	0	1	70	0	0	2	1	2	0	5	0	0	0	374	1690
06:05:00 PM	5	45	1	0	0	64	0	0	0	0	1	0	8	0	0	0	387	1670
06:10:00 PM	1	52	0	0	0	49	0	0	2	0	0	0	5	0	0	0	363	1623
06:15:00 PM	2	62	2	0	0	59	0	0	1	0	3	0	2	0	2	0	366	1601
06:20:00 PM	4	44	1	0	1	61	2	0	1	0	2	0	7	0	1	0	366	1575
06:25:00 PM	2	62	2	0	0	64	2	0	3	0	1	0	8	0	0	0	401	1566
06:30:00 PM	1	38	2	0	2	50	0	0	1	1	0	0	3	0	0	0	366	1534
06:35:00 PM	1	49	0	0	1	68	2	0	0	0	0	0	4	0	2	0	369	1514
06:40:00 PM	2	39	1	0	1	64	0	0	1	0	2	0	5	1	0	0	341	1487
06:45:00 PM	2	37	2	0	1	60	0	0	1	0	3	0	4	0	0	0	353	1459
06:50:00 PM	0	34	4	0	0	47	0	0	0	1	1	0	2	1	0	0	316	1438
06:55:00 PM	1	35	2	0	0	38	0	0	0	0	3	0	7	2	0	0	288	1393

HCM INTERSECTION ANALYSIS

HCM Signalized Intersection Capacity Analysis

3: Molalla Ave & Pearl St

AM Peak - Existing
Molalla Ave and Pearl St

Item 7f.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	15	2	5	29	10	7	10	657	23	21	381	4
Future Volume (vph)	15	2	5	29	10	7	10	657	23	21	381	4
Ideal Flow (vphpl)	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
Total Lost time (s)		4.0			4.0		4.0	4.0		4.0	4.0	
Lane Util. Factor		1.00			1.00		1.00	1.00		1.00	1.00	
Frpb, ped/bikes		0.99			0.99		1.00	1.00		1.00	1.00	
Flpb, ped/bikes		0.99			1.00		1.00	1.00		1.00	1.00	
Frt		0.97			0.98		1.00	0.99		1.00	1.00	
Flt Protected		0.97			0.97		0.95	1.00		0.95	1.00	
Satd. Flow (prot)		1518			1664		1547	1707		1705	1712	
Flt Permitted		0.76			0.79		0.50	1.00		0.31	1.00	
Satd. Flow (perm)		1199			1361		821	1707		558	1712	
Peak-hour factor, PHF	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Adj. Flow (vph)	17	2	6	33	11	8	11	747	26	24	433	5
RTOR Reduction (vph)	0	5	0	0	7	0	0	1	0	0	0	0
Lane Group Flow (vph)	0	20	0	0	45	0	11	772	0	24	438	0
Confl. Peds. (#/hr)	18		1	1		18	6		7	7		6
Heavy Vehicles (%)	13%	0%	0%	3%	0%	0%	10%	5%	0%	0%	5%	0%
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		
Actuated Green, G (s)		5.4			5.4		36.7	36.7		36.7	36.7	
Effective Green, g (s)		5.4			5.4		36.7	36.7		36.7	36.7	
Actuated g/C Ratio		0.11			0.11		0.73	0.73		0.73	0.73	
Clearance Time (s)		4.0			4.0		4.0	4.0		4.0	4.0	
Vehicle Extension (s)		3.0			3.0		3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)		129			146		601	1250		408	1254	
v/s Ratio Prot								c0.45			0.26	
v/s Ratio Perm		0.02			c0.03		0.01			0.04		
v/c Ratio		0.15			0.31		0.02	0.62		0.06	0.35	
Uniform Delay, d1		20.3			20.6		1.8	3.3		1.9	2.4	
Progression Factor		1.00			1.00		1.00	1.00		1.00	1.00	
Incremental Delay, d2		0.6			1.2		0.0	0.9		0.1	0.2	
Delay (s)		20.8			21.8		1.8	4.2		1.9	2.6	
Level of Service		C			C		A	A		A	A	
Approach Delay (s)		20.8			21.8			4.2			2.5	
Approach LOS		C			C			A			A	
Intersection Summary												
HCM 2000 Control Delay		4.6										
HCM 2000 Volume to Capacity ratio		0.58										
Actuated Cycle Length (s)		50.1										
Intersection Capacity Utilization		54.9%										
Analysis Period (min)		15										
c Critical Lane Group												

HCM Signalized Intersection Capacity Analysis

3: Molalla Ave & Pearl St

PM Peak - Existing
Molalla Ave and Pearl St

Item 7f.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	15	7	34	104	14	20	17	699	25	5	883	12
Future Volume (vph)	15	7	34	104	14	20	17	699	25	5	883	12
Ideal Flow (vphpl)	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
Total Lost time (s)		4.0			4.0		4.0	4.0		4.0	4.0	
Lane Util. Factor		1.00			1.00		1.00	1.00		1.00	1.00	
Frpb, ped/bikes		0.98			1.00		1.00	1.00		1.00	1.00	
Flpb, ped/bikes		1.00			1.00		1.00	1.00		1.00	1.00	
Frt		0.92			0.98		1.00	0.99		1.00	1.00	
Flt Protected		0.99			0.96		0.95	1.00		0.95	1.00	
Satd. Flow (prot)		1601			1688		1707	1771		1705	1796	
Flt Permitted		0.92			0.74		0.21	1.00		0.30	1.00	
Satd. Flow (perm)		1494			1298		372	1771		542	1796	
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	15	7	35	106	14	20	17	713	26	5	901	12
RTOR Reduction (vph)	0	29	0	0	7	0	0	2	0	0	1	0
Lane Group Flow (vph)	0	28	0	0	133	0	17	737	0	5	912	0
Confl. Peds. (#/hr)	7		3	3		7	7		6	6		7
Confl. Bikes (#/hr)									7			5
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		
Actuated Green, G (s)		9.9			9.9		39.3	39.3		39.3	39.3	
Effective Green, g (s)		9.9			9.9		39.3	39.3		39.3	39.3	
Actuated g/C Ratio		0.17			0.17		0.69	0.69		0.69	0.69	
Clearance Time (s)		4.0			4.0		4.0	4.0		4.0	4.0	
Vehicle Extension (s)		3.0			3.0		3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)		258			224		255	1216		372	1233	
v/s Ratio Prot								0.42			c0.51	
v/s Ratio Perm		0.02			c0.10		0.05			0.01		
v/c Ratio		0.11			0.59		0.07	0.61		0.01	0.74	
Uniform Delay, d1		19.9			21.8		2.9	4.8		2.8	5.7	
Progression Factor		1.00			1.00		1.00	1.00		1.00	1.00	
Incremental Delay, d2		0.2			4.1		0.1	0.9		0.0	2.4	
Delay (s)		20.1			25.9		3.0	5.7		2.8	8.1	
Level of Service		C			C		A	A		A	A	
Approach Delay (s)		20.1			25.9			5.6			8.0	
Approach LOS		C			C			A			A	
Intersection Summary												
HCM 2000 Control Delay		8.8			HCM 2000 Level of Service			A				
HCM 2000 Volume to Capacity ratio		0.71										
Actuated Cycle Length (s)		57.2			Sum of lost time (s)			8.0				
Intersection Capacity Utilization		71.8%			ICU Level of Service			C				
Analysis Period (min)		15										
c Critical Lane Group												

HCM Signalized Intersection Capacity Analysis

3: Molalla Ave & Pearl St

AM Peak - with improvement Item 7f.
Molalla Ave and Pearl St

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↗	↘		↗	↘	
Traffic Volume (vph)	15	2	5	29	10	7	10	657	23	21	381	4
Future Volume (vph)	15	2	5	29	10	7	10	657	23	21	381	4
Ideal Flow (vphpl)	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
Total Lost time (s)		4.0			4.0		4.0	8.0		4.0	8.0	
Lane Util. Factor		1.00			1.00		1.00	1.00		1.00	1.00	
Frpb, ped/bikes		0.99			0.99		1.00	1.00		1.00	1.00	
Flpb, ped/bikes		1.00			1.00		1.00	1.00		1.00	1.00	
Frt		0.97			0.98		1.00	0.99		1.00	1.00	
Flt Protected		0.97			0.97		0.95	1.00		0.95	1.00	
Satd. Flow (prot)		1539			1662		1549	1706		1710	1712	
Flt Permitted		0.97			0.97		0.50	1.00		0.24	1.00	
Satd. Flow (perm)		1539			1662		818	1706		440	1712	
Peak-hour factor, PHF	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Adj. Flow (vph)	17	2	6	33	11	8	11	747	26	24	433	5
RTOR Reduction (vph)	0	6	0	0	7	0	0	1	0	0	0	0
Lane Group Flow (vph)	0	19	0	0	45	0	11	772	0	24	438	0
Confl. Peds. (#/hr)	18		1	1		18	6		7	7		6
Heavy Vehicles (%)	13%	0%	0%	3%	0%	0%	10%	5%	0%	0%	5%	0%
Turn Type	Split	NA		Split	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	4	4		8	8		5	2		1	6	
Permitted Phases							2			6		
Actuated Green, G (s)		3.9			6.2		50.8	49.9		53.4	51.2	
Effective Green, g (s)		3.9			6.2		50.8	49.9		53.4	51.2	
Actuated g/C Ratio		0.05			0.08		0.62	0.61		0.65	0.62	
Clearance Time (s)		4.0			4.0		4.0	8.0		4.0	8.0	
Vehicle Extension (s)		3.0			3.0		3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)		73			125		513	1035		319	1066	
v/s Ratio Prot		c0.01			c0.03		0.00	c0.45		c0.00	0.26	
v/s Ratio Perm							0.01			0.05		
v/c Ratio		0.26			0.36		0.02	0.75		0.08	0.41	
Uniform Delay, d1		37.8			36.1		6.0	11.6		7.1	7.9	
Progression Factor		1.00			1.00		1.00	1.00		1.00	1.00	
Incremental Delay, d2		1.9			1.7		0.0	3.0		0.1	0.3	
Delay (s)		39.7			37.9		6.1	14.6		7.2	8.1	
Level of Service		D			D		A	B		A	A	
Approach Delay (s)		39.7			37.9			14.4			8.1	
Approach LOS		D			D			B			A	
Intersection Summary												
HCM 2000 Control Delay			13.6			HCM 2000 Level of Service				B		
HCM 2000 Volume to Capacity ratio			0.65									
Actuated Cycle Length (s)			82.2			Sum of lost time (s)			20.0			
Intersection Capacity Utilization			58.3%			ICU Level of Service			B			
Analysis Period (min)			15									

c Critical Lane Group

HCM Signalized Intersection Capacity Analysis

3: Molalla Ave & Pearl St

PM Peak - with improvement Item 7f.
Molalla Ave and Pearl St

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	15	7	34	104	14	20	17	699	25	5	883	12
Future Volume (vph)	15	7	34	104	14	20	17	699	25	5	883	12
Ideal Flow (vphpl)	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
Total Lost time (s)		4.0			4.0		4.0	8.0		4.0	8.0	
Lane Util. Factor		1.00			1.00		1.00	1.00		1.00	1.00	
Frpb, ped/bikes		0.98			0.99		1.00	1.00		1.00	1.00	
Flpb, ped/bikes		1.00			1.00		1.00	1.00		1.00	1.00	
Frt		0.92			0.98		1.00	0.99		1.00	1.00	
Flt Protected		0.99			0.96		0.95	1.00		0.95	1.00	
Satd. Flow (prot)		1601			1692		1710	1771		1710	1795	
Flt Permitted		0.99			0.96		0.13	1.00		0.26	1.00	
Satd. Flow (perm)		1601			1692		225	1771		464	1795	
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	15	7	35	106	14	20	17	713	26	5	901	12
RTOR Reduction (vph)	0	32	0	0	5	0	0	1	0	0	0	0
Lane Group Flow (vph)	0	25	0	0	135	0	17	738	0	5	913	0
Confl. Peds. (#/hr)	7		3	3		7	7		6	6		7
Confl. Bikes (#/hr)									7			5
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%
Turn Type	Split	NA		Split	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	4	4		8	8		5	2		1	6	
Permitted Phases							2			6		
Actuated Green, G (s)		7.3			13.0		62.5	60.2		59.9	58.9	
Effective Green, g (s)		7.3			13.0		62.5	60.2		59.9	58.9	
Actuated g/C Ratio		0.07			0.13		0.62	0.59		0.59	0.58	
Clearance Time (s)		4.0			4.0		4.0	8.0		4.0	8.0	
Vehicle Extension (s)		3.0			3.0		3.0	3.0		3.0	3.0	
Lane Grp Cap (vph)		115			216		172	1050		286	1041	
v/s Ratio Prot		c0.02			c0.08		c0.00	0.42		0.00	c0.51	
v/s Ratio Perm							0.06			0.01		
v/c Ratio		0.21			0.62		0.10	0.70		0.02	0.88	
Uniform Delay, d1		44.4			41.9		14.6	14.4		10.4	18.2	
Progression Factor		1.00			1.00		1.00	1.00		1.00	1.00	
Incremental Delay, d2		0.9			5.5		0.3	2.2		0.0	8.4	
Delay (s)		45.3			47.4		14.8	16.6		10.5	26.6	
Level of Service		D			D		B	B		B	C	
Approach Delay (s)		45.3			47.4			16.5			26.6	
Approach LOS		D			D			B			C	
Intersection Summary												
HCM 2000 Control Delay		24.6			HCM 2000 Level of Service			C				
HCM 2000 Volume to Capacity ratio		0.75										
Actuated Cycle Length (s)		101.5			Sum of lost time (s)			20.0				
Intersection Capacity Utilization		75.1%			ICU Level of Service			D				
Analysis Period (min)		15										
c Critical Lane Group												

RECOMMENDED IMPROVEMENTS COST ESTIMATES

Molalla Avenue/Pear Street Recommended Improvements Cost Estimates

Item 7f.

Improvement Description	Crash Reduction Factor (CRF)	Cost Estimate
Short Term Improvements		
Split Phasing on Pearl Street: includes changing signal timing settings in traffic signal controller and removing overhead "Left Turn Yield to Oncoming Traffic" sign on each approach	99% (Left Turn Crashes)	\$1,200
Leading Pedestrian Interval on South Crosswalk: includes changing signal timing settings in traffic signal controller	37% (Bike and Ped Crashes)	\$1,000
Protected/Permissive Left Turn Phasing on Molalla Avenue: includes adding 4-section signal heads to both the northbound and southbound mast arms as well as running additional wiring to these mast arm poles to accommodate the additional phase	16% (Left Turn Crashes)	\$5,000-\$10,000
Add 3-inch yellow retroreflective sheeting to signal backplates and install supplemental signal head	20%	\$5,000
Restripe Pearl Street	48% (Injury Crashes)	\$5,000
Install Pedestrian Warning Signs	N/A	\$1,000
Relocate "No turn on red" Sign	N/A	\$1,000
Long Term Improvements		
Add Curb Extension in Southwest Corner and Realign South Crosswalk	N/A	\$50,000
Fiber Connection at Traffic Signal	N/A	\$3,000
Convert Acorn Lighting to Luminaire Lighting	N/A	\$20,000-\$30,000
Install Dynamic Turn Restriction Sign	N/A	\$1,000



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 12/6/2023

SUBJECT:

New Trail News design contractor

RECOMMENDATION:

Staff recommends approval of the contract with Julie Rea Designs as submitted and not to exceed \$60,000 over the next two years.

EXECUTIVE SUMMARY:

The current vendor who handles creation of the City's quarterly Trail News publication is retiring, requiring the selection of a new vendor, in this case, Julie Rea Designs.

BACKGROUND:

Oregon City issues a quarterly magazine called Trail News that is mailed to all residential properties in the city. Resident surveys have repeatedly put Trail News as the most preferred method to acquire news from Oregon City.

The current vendor, Graphic Solutions, has been drafting the Trail News publication since 2004. The vendor notified the Communications staff that the Winter 2023-2024 issue will be her last as she is retiring. Staff began the process of finding a new vendor in an attempt to keep the production schedule intact.

A scope of work was drafted, seeking a vendor who could 1) Redesign the magazine to update the look to be consistent with City branding and current design aesthetics, and 2) Continue to produce the quarterly publication for the next two years.

Staff sought recommendations for designers from other nearby governments and printing vendors. Eight requests for quotations were sent out, and five were received. Staff evaluated the responses against the following criteria:

- 1) Understanding of the needs and complexity of the project
- 2) Prior work

3) Cost

After review, one bid showed the most understanding of how much work the project would entail, demonstrated a portfolio containing relevant work and current design trends and appropriate cost: Julie Rea Designs.

The city paid the prior contractor \$51,018 over the prior biennium. The cost was about \$6,100 - \$6,900 per issue, depending on page count.

This new contract calls for a slightly smaller amount per issue of \$5,000 to \$6,000 per issue with work not to extend beyond 40 hours, and a rate of \$95 per additional hour beyond that, plus the initial redesign work to update the publication, with an estimated 70 hours of work billed at the \$95 per hour rate for a total not to exceed \$60,000. The additional cost is the result of the initial redesign process.

OPTIONS:

1. Approve the proposed contract.
2. Recommend amendments to the proposed contract.
3. Deny the proposed contract.

BUDGET IMPACT:

Amount: \$60,000

FY(s): 2023/2024 – 2024/2025

Funding Source(s): General Fund



City of Oregon City

Graphic Design Services Proposal for Trail News Quarterly Magazine

Submitted to Jarrod Lyman, Communications Manager, City of Oregon City
by Julie Rea Design on November 6, 2023



Julie Rea

SENIOR GRAPHIC DESIGNER
WBE/ESB #10814

PORTLAND, OR 97206
503.703.2124

www.juliereadesign.com



November 6, 2023

Jarrold Lyman
City of Oregon City
625 Center Street
Oregon City, Oregon 97045

Dear Jarrod,

I am delighted to submit a proposal to design the City of Oregon City's 40-page quarterly Trail News magazine. Publication design for public agencies is my specialty, so when I saw your post on LinkedIn I eagerly started this proposal. A bit about me, I have over 20 years experience as a designer and for the past ten of those years I have worked on numerous public outreach projects for the Cities of Portland, West Linn, Milwaukie, Beaverton, Tigard, and also Clackamas County. I have included some relevant work examples that were all designed by me unless otherwise noted. Beyond aligning the design with a City's brand standards, the main goals are to increase community knowledge and engagement for Trail News. I know what questions to ask in order to effectively meet the design needs of each organization I work with.

I am available to start immediately on this project and if chosen would like to schedule a kick-off meeting the week of November 13th with an estimated completion date of February 5th, 2024. This would give just under 12 weeks from start to finish with some time off during the holidays. I know how to design engaging, culturally sensitive communications materials and effective brand collateral to serve diverse communities and would love the opportunity to work with you.

Thank you for your time and consideration.

Sincerely,

Julie



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• Portland Housing Bureau - Progress Report	7
• City of Milwaukie - People's Annual Financial Report	8
• City of Milwaukie - Downtown Walking Map	9
• Clackamas County - Culture Pass Express Logo	10



ESTIMATED COST

This is an estimated cost for Julie Rea Design to redesign the City of Oregon City's Trail News quarterly magazine to debut with the Spring 2024 Trail News. A template would be created for all subsequent Trail News issues to be based upon for the Summer, Fall, and Winter 2024 issues.

This estimate does not include time spent on editing photos or creating infographics or data visualization and assumes that all content (copy, fonts, photos, illustrations, logos, etc.) will be provided in a digital format. Should the City need Julie Rea Design to provide any data visualizations, etc, a separate cost estimate can be sent.

SPRING 2024 ISSUE

NEW DESIGN FOR TRAIL NEWS MAGAZINE

Concept, design, layout, and production of a new design using existing City of Oregon City brand standards for their quarterly Trail News to be implemented with a Spring 2024 issue for print and digital.

Cost includes a kick-off meeting and one design option with two rounds of revisions. Once the design is approved, Julie Rea Design will gather content from the City's Communication team for the Spring 2024 Trail News magazine.

DELIVERABLES

40-page (finished size 8.5x11) print-ready PDF + optimized and ADA accessible PDF for the City of Oregon City's website.

ESTIMATED COST

\$10,000 – \$12,000

*** Estimated hours from concept to completion not to exceed 70 hours.
Additional hours will be billed at rate of \$95/hour.*

SUMMER, FALL, WINTER 2024 ISSUES

SUMMER, FALL & WINTER 2024 TRAIL NEWS DESIGN

Concept, design, layout, and production of quarterly Trail News. Cost includes a kick-off meeting for each quarter and two rounds of design revisions.

DELIVERABLES

40-page (finished size 8.5x11) print-ready PDF + optimized and ADA accessible PDF for the City of Oregon City's website.

ESTIMATED COST

\$5,000 – \$6,000 for each quarter magazine

**** Estimated hours from concept to completion not to exceed 40 hours.
Additional hours will be billed at rate of \$95/hour,*



TIMEFRAME - SPRING 2024 TRAIL NEWS

Start Date: November 13th, 2023 • **End Date:** February 5th, 2024

The timeline below is for the redesign of the Spring 2024 Trail News. It will take approximately 12+ weeks for the entire redesign process. Subsequent Trail News publications (2024 Summer, Fall, and Winter) will take four to six weeks. Should Julie Rea Design be selected for this project, an in-depth review and design audit will need to take place in order to determine best timeframe for the City's Communications Team. Once the final redesign is complete and work on the Spring 2024 issue begins, I would like to schedule a once a week check-in. Timeframe for subsequent issues would be similar to weeks 7-12.

WEEK 1	NOV 13-17	▪ Kick-off meeting to determine complete scope of work and talk through any design ideas that OC has or would like to see implemented. Discuss previous issues and the design direction OC is seeking in a new designer.
WEEK 2	NOV 20-22 *	▪ JRD begins researching and reviewing all notes, documents, and any relevant materials from OC to begin the initial conceptualizing phase. Starts a mood board. Since it is a short week with Thanksgiving, this will flow into Week 3.
WEEK 3	NOV 27-DEC 1	▪ JRD finishes a mood board and design ideas to share with OC. Begins the conceptualizing stage.
WEEK 4	DEC 4-8	▪ JRD continues designing to provide to OC for feedback during week 5.
WEEK 5	DEC 11-15	▪ JRD sends first design draft to OC for review. Entire team will meet to go over design and next best steps. ▪ OC sends JRD all final requested design changes to the 1st design draft.
WEEK 6	DEC 18-22	▪ JRD sends a revised 2nd design draft to OC for approval by 12/22.
WEEK 7	DEC 27-29 *	▪ OC sends JRD all written content and imagery for Spring 2024. ▪ JRD starts adding content to the newly redesigned Trail News template.
WEEK 8	JAN 2-5	▪ JRD continues adding OC content + images to the layout design. ▪ Meets with OC team on Jan. 5th for weekly check-in.
WEEK 9	JAN 8-12	▪ JRD continues adding OC content + images to the layout design. ▪ Meets with OC team on Jan. 12th for weekly check-in.
WEEK 10	JAN 16-19 *	▪ JRD continues to work on the layout and design of a 1st draft.
WEEK 11	JAN 22-26	▪ JRD sends OC a 1st draft to review by January 22nd. ▪ OC reviews 1st draft and sends revisions to JRD by January 26th.
WEEK 12	JAN 29-FEB 2	▪ JRD sends OC 2nd draft with all requested revisions made by Jan 31st. ▪ OC to provide final proofreading, send JRD last revisions by Feb 1st. ▪ JRD add accessibility features to the magazine.
WEEK 13	FEB 5TH (send to printer)	▪ JRD sends final artwork for Spring 2024 Trail News to printer

NOTES: Based on my experience with similar projects, I have proposed the above timeline to redesign the City of Oregon City's Trail News magazine. This timeframe is flexible and can be discussed in more detail should JRD be selected for this opportunity.

* These are weeks with federal holidays



SUMMARY OF QUALIFICATIONS

With over 20 years of experience, I excel at creating compelling and effective public outreach collateral. Recent projects from 2017–present that Julie Rea Design was hired for by government agencies have included a downtown walking map, logos, infographics, presentation posters, financial reports for print, and accessible online PDFs. For the past ten years I have been providing design services for local municipalities such as the cities of West Linn, Milwaukie, Portland, Beaverton as well as for Clackamas County.

Having designed marketing materials for several organizations—including Oregon cities ranging in populations from 21,000 (Milwaukie) to over 650,000 (Portland)—I am skilled at employing best design practices for logos and annual reports. The reports I design are both sensitive to and inclusive of the intended audience. Publications are designed with the intention that they be easily understood and accessible for everyone. This is achieved by use of contrasting colors, large enough font sizes, and following Section 508 compliant methods.

My approach involves making sure I have an accurate scope of work before I begin a project and then providing a statement of work that includes phases of work and timeframes. This process has served me well and I have a proven track record of meeting deadlines and budgets.

As an independent designer, I strive to establish long-term relationships with clients in order to better understand their needs and organizations culture. I've worked with Finance Directors, Public Information Officers, Creative Leads, and Marketing Managers on a wide variety of projects. I provide excellent customer service and deliverables that meet and/or exceed expectations. As a result, I have a high client repeat rate and am often referred.

Should the design needs of the City of Oregon City change beyond working on a logo and annual report, I have a network of talented, reliable, and experienced COBID certified subcontractors to assist on bigger projects.

PROJECT TEAM

Julie—senior designer of Julie Rea Design—will be the primary and only designer working on *the City of Oregon City's Trail News quarterly publication*.

Please see project examples on pages 6–9.

Why Choose Julie Rea Design?

- With low overhead, costs are minimal & communications quick
- 20 years experience designing for diverse audiences
- Available to work in-house or remotely
- Reliable and easy to work with
- COBID certified WBE & ESB
- Insured (E&O + GL)

Clients

City of Portland's *Office of Management & Finance; Division of Asset Management; Portland Housing Bureau; and Portland Parks & Recreation* | City of West Linn | City of Milwaukie | Clackamas County Housing Oregon | KLiK Concepts | Portland Streetcar, Inc.



REFERENCES

Maty Sauter, Division Manager
OFFICE OF MANAGEMENT & FINANCE, CITY OF PORTLAND
 maty.sauter@portlandoregon.gov
 503-823-6962

Lauren Breithaupt, Finance Director
CITY OF WEST LINN
 lbreithaupt@westlinnoregon.gov
 503-742-6032

Erin Riddle, Creative Director
KLIK CONCEPTS
 erin@klikconcepts.com
 503-550-3746

TESTIMONIALS

Julie was a real joy to work with in crafting new marketing assets for our recent volunteer recruitment campaign. Not only did she capture the vision we had and translated it beautifully into graphic elements and engaging layouts, but she was extremely organized, responsive, and fast! When it came to accommodating multiple stakeholder input, Julie was flexible and gracious, committed to creating a final product that everyone could feel excited about. If you're in need of graphic design help, I highly recommend her services.

—City of Beaverton

I enjoyed sharing the creative process with Julie. I provided her with some very vague thoughts, and I ended up selecting the first design she pitched to me. We had a little more discussion about some of the details, but the design was spot-on. She was also receptive to questions and suggestions, and was willing to “play” with the design at my request. It was a very fun experience, and I am thrilled with the new business logo.

—MediationIowa

2023 CONFERENCE PROGRAM GUIDE HOUSING OREGON

[CLICK HERE TO VIEW REPORT](#)

HOUSING OREGON

INDUSTRY SUPPORT CONFERENCE & GALA
September 26-28th, 2023 | DoubleTree Hilton, Portland

Community Reinvestment Day
TUESDAY, SEPTEMBER 26TH

Leadership Awards Gala
WEDNESDAY, SEPTEMBER 27TH

More advanced trainings
THURSDAY, SEPTEMBER 28TH



HOUSING OREGON

PROUDLY PRESENTED BY

UMPQUA BANK

WALSH

WELLS FARGO

OREGON HOUSING - COMMUNITY SERVICES



COMMUNITY REINVESTMENT DAY

Tuesday, September 26th
9 AM - 5:30 PM (PDT)

The first day of the Housing Oregon Conference is organized in collaboration with the National Community Reinvestment Coalition and building the Oregon Community Reinvestment Coalition's impact on Community Benefit Agreements with banks merging in Oregon. Sessions will address issues such as home ownership, affordable housing development, building capacity for BIPOC led organizations, and economic disparities of wealth.

A social hour - no host bar - will take place at 4:30 PM in the foyer after the last workshops.

12:00 - 1:30 PM (PDT) LUNCH PLenary Strategies to Close the Racial Wealth Gap

in the Lloyd Center Ballroom

As noted in the recently released report "Still A Dream," 60 Years after the March on Washington for Jobs and Freedom the nation is on a path where it will take over 500 years for Black people to reach income parity with white Americans and nearly 800 years for wealth equality. Todrick will discuss why this is the case, what it will take to move the country beyond its economic apartheid and the important role homeownership can play in bridging this inequality.

PRESENTED BY:
Dedrick Asante Mohammed,
Chief of Organizing, Policy and Equity
National Community Reinvestment Coalition



COMMUNITY REINVESTMENT CHAMPION AWARD — UMPQUA BANK

We are pleased to recognize Umpqua Bank during the lunch plenary as a Community Reinvestment Champion for their extraordinary commitment to underserved communities, following their merger with Columbia Bank. After engaging with the National Community Reinvestment Coalition (NCRC), Housing Oregon, and dozens of community-based organizations across Oregon, Umpqua Bank has signed a historic Community Benefits Agreement, dedicating an unprecedented \$8.1 billion over five years to uplift marginalized communities



2 COMMUNITY REINVESTMENT DAY // TUESDAY, SEPTEMBER 26TH

WEDNESDAY, SEPTEMBER 27th - 7:00 PM

MARGARET SALAZAR KEYNOTE SPEAKER

Regional Administrator, Region 10 at U.S. Department of Housing and Urban Development (HUD)



Margaret Salazar joins us as the keynote speaker for our Leadership Awards Gala. She'll offer invaluable insights into the current state and future of housing in our region. She will highlight new federal resources, including the Inflation Reduction Act, to incorporate clean energy and climate resiliency in affordable housing projects.

Appointed by President Biden in January 2022, she now oversees HUD operations across Alaska, Idaho, Oregon, and Washington. She is a tireless advocate for innovative housing solutions and racial equity. Salazar serves with a deep understanding of the challenges and opportunities that communities in our region face, especially in the realm of affordable housing and tenant protection.

(continued from previous page)

WEDNESDAY, SEPTEMBER 27th SESSIONS-AT-A-GLANCE

1:45 - 3:00 PM **WORKSHOP SESSION (BLOCK 3)**

- In Pursuit of Just, Equitable, and Inclusive Housing in Rural Communities — A Case Study *Mr. St. Helens*
- Developing the Next Generation of Affordable Housing Professionals *Ms. Hood*
- Affordable Housing Continuum *Ms. Bachelor*
- Housing Advocacy 101: Using Data and Storytelling to Advocate for Affordable Homes *Three Sisters*
- Housing Development 101 (Session 3): Closing, Construction, and Operation — Ensuring Your Project Makes It Off The Ground and Serves Everyone Well For The Long Haul *Homebrew/Salwood*
- A Deep Dive Into Affordable Housing Finance (Part 1): Navigating The New Reality of Affordable Housing Financing *Ross Island/Morrison*
- Stacking Federal Funding and Tax Credits With State and Local Incentives to Reduce Energy Upgrade Costs *Alaska/Hale (across the hotel by pool)*

3:00 - 3:15 PM **AFTERNOON BREAK**

3:15 - 4:30 PM **WORKSHOP SESSION (BLOCK 4)**

- A Model For Nonprofit CDC Partnership In Housing Development *Mr. St. Helens*
- Balancing Trauma Informed Design and Durability in Permanent Supportive Housing *Ms. Hood*
- The Art of Service Through Compassion *Ms. Bachelor*
- Navigating The Path Ahead: Exploring The Future Of Property Management in Nonprofit Affordable Housing *Three Sisters*
- LIHTC Lease-Up Preparation Through Development, Asset and Property Management Integration *Homebrew/Salwood*
- A Deep Dive Into Affordable Housing Finance (Part 2): Creative Solutions And Opportunities Using Tax Exempt Housing Bonds *Three Sisters/Morrison*
- An Outcome Focused Approach To Addressing Equity And Racial Justice *Alaska/Hale (across the hotel by pool)*

4:45 - 5:45 PM **HOUSING OREGON ANNUAL MEETING** *Ross Island/Morrison*

6:00 - 7:00 PM **NO-HOST COCKTAIL & SOCIAL HOUR** *Ross Island/Morrison*

7:00 - 9:00 PM **INDUSTRY LEADERSHIP AWARDS NIGHT GALA**

6 CONTINUED WEDNESDAY, SEPTEMBER 27th SESSIONS-AT-A-GLANCE

GOLDEN HAMMER AWARD BEST NEW MULTIFAMILY PROJECTS

Honors a multifamily rental project that best shows the ideals of affordability, quality of design, quality, community revitalization or service integration.

HAYU TILIXAM

Native American Youth & Family Center • Carleton Hart Architecture



Hayu Tilixam in Northeast Portland is an exemplary winner for the Golden Hammer — Urban Category.

This 50-unit project, developed by Carleton Hart Architecture, Community Development Partners, and NARA, centers around the Indigenous Chinookan community, offering nine units for permanent supportive housing. Notably, the design incorporates Native American cultural elements, developed through community consultation and focus groups. Resident services, based on the Relational Worldview model, nurture cultural identity and provide essential life skills. Sustainability standards exceed PB's Green Building Policy, aiming for Earth Advantage Platinum certification. Trauma-Informed Design principles permeate the layout, promoting both safety and well-being. Targeted at families earning between 30% and 60% of Area Median Income, Hayu Tilixam combines affordability, cultural reverence, and community-focused amenities, setting a high bar for multifamily developments in the region.

RIVER BEND PLACE

Northwest Housing Alternatives



River Bend Place in Ontario, Oregon, is a standout candidate for the Golden Hammer — Rural Category.

This transformative project repurposes a former senior care center into 56 Earth Advantage Platinum-certified units, targeting individuals transitioning from chronic homelessness and those with serious mental illnesses. It's the region's first development integrating wraparound services, such as mental health support and benefits navigation, directly on-site. Collaborations with local agencies enhance the project's community impact, while energy-efficient designs yield utility savings for residents. The development serves as a cornerstone for broader community revitalization, including a new neighborhood healthcare clinic, by fusing affordability, sustainability, and community support. River Bend Place sets a new benchmark for rural housing excellence.

GOLDEN KEY AWARD BEST NEW HOMEOWNERSHIP PROJECT

Filbert Grove Cooperative

The Golden Key Award proudly goes to Filbert Grove Cooperative (FGC), a testament to community resilience and self-governance. In 2019, residents faced the threat of displacement when the land under their community was targeted for re-zoning. Turning adversity into opportunity, FGC partnered with CASA of Oregon, Oregon Housing and Community Services, and the Neighbor for Oregon Affordable Housing to transition from investor ownership to a Resident-Owned Community (ROC) in July 2021, and closing on their permanent loan in early 2023. Since then, FGC has thrived. The board has skillfully navigated challenges, maintaining institutional memory while enhancing the community's skills. Major infrastructure upgrades, including water line improvements and a community building renovation, demonstrate their commitment to quality and livability. Through a communal food pantry and other initiatives, FGC is also fostering social capital, enriching the community beyond mere brick and mortar. FGC embodies the ideal that when residents lead, communities succeed.



ASSET CHAMPION AWARD

Northwest Housing Alternatives Asset Management Team

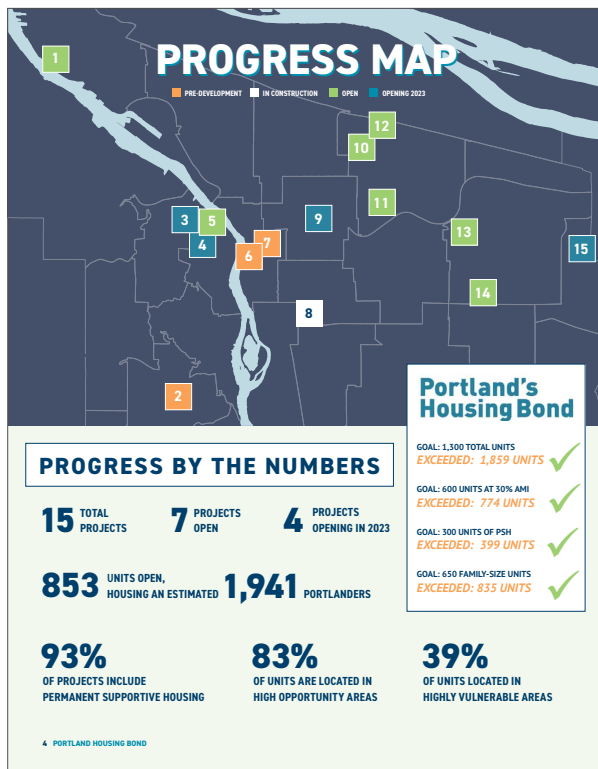
Northwest Housing Alternatives excels in asset management with a focus on long-term planning, asset performance, and value maximization. Since 1982, NHA has been a cornerstone in Oregon's affordable housing sector, serving low-income families, seniors, and veterans. Their ingenuity is evident in their preservation projects. NHA was the first to utilize the Oregon Housing Acquisition Fund and has since pursued additional ventures. By collaborating with local partners, they consistently innovate to enhance their portfolio's sustainability. Moreover, NHA's comprehensive services range from emergency shelters to homeownership opportunities, thereby creating a continuum of support. Through their work, they have saved residents millions annually while pushing for equitable housing outcomes. Their dedication to asset improvement and proactive problem-solving makes them a worthy recipient of the Asset Champion Award.



AWARDS 15

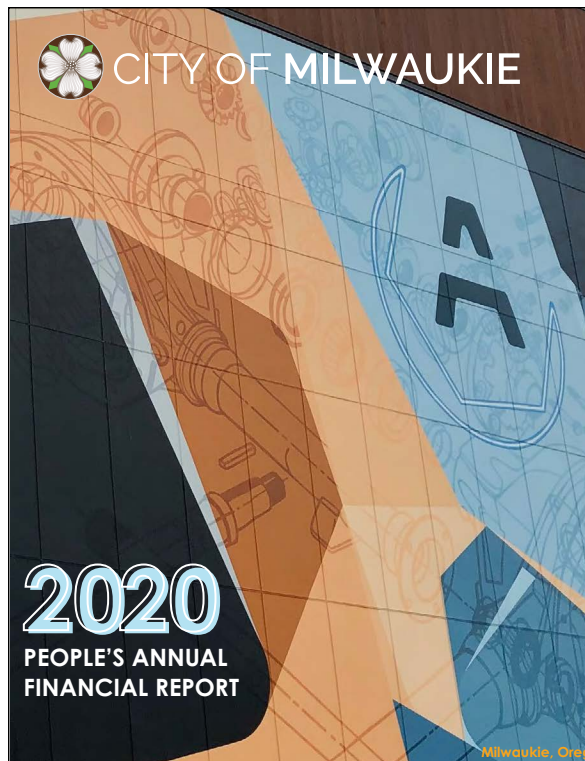
2022 PROGRESS REPORT PORTLAND HOUSING BUREAU

[CLICK HERE TO VIEW REPORT](#)



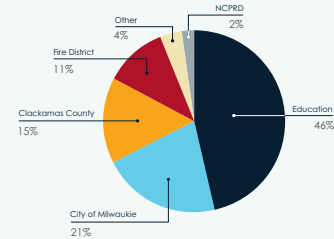
2020 PAFR CITY OF MILWAUKIE

[CLICK HERE TO VIEW REPORT](#)



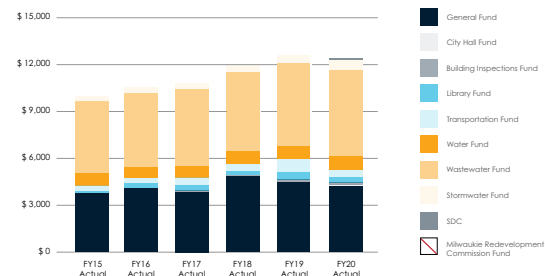
WHERE YOUR TAXES GO

Milwaukie Property Tax Dollars:
Clackamas County assesses property taxes on behalf of the county, schools, special districts, and the City of Milwaukie on a consolidated property tax bill. Of this tax bill, 21 percent of the total is allocated to the City of Milwaukie. Of every dollar paid, \$0.21 goes to the City.



* Source: Clackamas County Rate Book

Total Actual Resources by Major Source (in thousands)



14 PEOPLE'S ANNUAL FINANCIAL REPORT 2020

ABOUT MILWAUKIE

The City of Milwaukie, located within miles of downtown Portland, offers a small town feel with easy access to Portland and regional activities and services. Within the City, residents regularly engage in City activities as board members, volunteers or simply as participants in a myriad of events organized by local residents and organizations. The City's estimated population is 20,556.

Known as the "Dogwood City of the West," Milwaukie's economy is linked with the entire Portland Metropolitan area. The downtown area of Milwaukie is undergoing a revival in which new apartments, retail space and a new library are under construction.

Milwaukie provides a clean environment, good transportation, schools, health care centers, and many cultural opportunities. The Sunday Farmers' Market, Art a la Carte on the first Friday of the month, and the on-going poetry series are just a few of the many cultural offerings in the City.

The City's administration is committed to professionalism, efficiency, and customer service. The City operates its own police department, municipal court, water, wastewater, and stormwater utilities, and provides street operations, planning, building inspections, engineering, community development and library services.

Clackamas Fire District #1 provides fire and emergency services and North Clackamas Parks and Recreation District provides parks and recreation services to the community. Milwaukie lies within Clackamas County, which is headed by five commissioners and is based in Oregon City. Milwaukie is also part of METRO, the tri-county urban services district based in Portland.

FY 2020 FACT

FIGURE

City Property Tax Rate:	\$4.1367/\$1,000 TAX
City Bonded Debt Tax Rate:	\$0.4108/\$1,000 TAX
Total Property Tax Rate:	\$21.5814/\$1,000 TAX
City Share of Total:	21%
Total Annual Budget:	\$82 million
Population:	20,556
Employees:	150 FTE
Outstanding Debt:	\$40.7 million
Bond Rating*:	Aaa2 *
City Maintained Roads:	159 lane miles
Building Permits:	228
Sewer Miles:	79
Water Lines Maintained:	100
Number of Traffic Citations:	4,418
Avg. Library Circulation/Capita:	9.54
Unemployment Rate:	4.6%

* Investment Grade - Rated as high quality and very low credit risk.

RANK | PRINCIPAL EMPLOYERS | EMPLOYEES

1	Blount, Inc.	825
2	Providence Milwaukie Hospital	478
3	North Clackamas School District	385
4	PCC Structures Inc.	277
5	OECO LLC	272
6	ODS (Moda)	231
7	Consonus Pharmacy Services	190
8	Nature Bole	186
9	Claims Services Group Inc.	176
10	Alpine Food Distributing	162

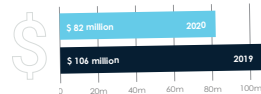


4 PEOPLE'S ANNUAL FINANCIAL REPORT 2020

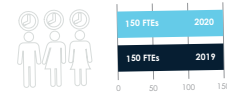


MILWAUKIE BY THE NUMBERS OPERATING STATISTICS

TOTAL ANNUAL BUDGET



TOTAL FULL TIME EMPLOYEES



146
FIRE HYDRANTS
MAINTAINED

1,752
CATCH WATER
BASINS

6,798
TOTAL CITATIONS
PROCESSED *

*Traffic, parking, city ordinance, and non traffic violations

4,452
INSPECTIONS
PERFORMED

90,399
LIBRARY ITEMS
IN COLLECTION

59
CITY COUNCIL
VIRTUAL MEETINGS
Starting March 2020

1,254
TREES PLANTED
IN 2020

2,260
KW OF SOLAR
CAPACITY

3,463
MEETINGS AT
CURRENT CITY HALL

CITY OF MILWAUKIE 5

2018 DOWNTOWN WALKING MAP CITY OF MILWAUKIE

[CLICK HERE TO VIEW MAP](#)

DOWNTOWN MILWAUKIE WALKING MAP



SHOP | PLAY | EAT | EXPLORE | CREATE
DOWNTOWN SERVICES & COMMUNITY



CITY OF MILWAUKIE

www.milwaukieoregon.gov/communitydevelopment



CALENDAR OF EVENTS

YEAR-ROUND

ARTS COMMITTEE

City Hall 10722 SE Main St
rotating art exhibits monthly

The Milwaukie Arts Committee, aka ArtMOB was created in 2008 and oversees the City Hall Sculpture Garden and monthly artist showing. Stop by City Hall and check it out!

www.milwaukieoregon.gov • 503.786.7555

RISING PHOENIX THEATRE

Chapel Theater 4107 SE Harrison St or
Milwaukie Center 5440 SE Kellogg Creek Dr

Laugh your heart out with the improv group from the traveling Rising Phoenix Theater. Check out their web page for information about performance locations and tickets!

www.risingphoenixtheater.com • 503.475.7594

SEASONAL

MILWAUKIE BUNNY HOP

Spring // Downtown Milwaukie

Kids bring your Easter basket, wear your bunny ears, and visit each of the downtown businesses for a treat left by the Easter bunny! Also look for the special eggs and the golden egg filled with treats from downtown Milwaukie businesses.

Downtown Milwaukie Business Assoc. Facebook Page

MILWAUKIE SUNDAY FARMERS MARKET

May–October // Sundays 9:30 am – 2 pm
Intersection of Harrison St & Main St

Looking for fresh fruits and vegetables, local goods, and specialty finds? Head to the Sunday Farmers Market in downtown Milwaukie to check out over 80 different vendors, each weekend from May until October.

www.milwaukiefarmersmarket.com

FIRST FRIDAY

May–October // Fridays 5–9 pm
Downtown Milwaukie

Head out with friends or family, or stroll solo through downtown Milwaukie for live music, poetry readings, receptions, art installations, food trucks, local vendors, and more! All First Friday art events are free and open to the public.

First Friday Milwaukie Facebook Page

HISTORIC MILWAUKIE SUMMER CONCERTS

June–August // Wednesdays 12 pm
See City website for location information

Find a shady tree and enjoy some afternoon tunes. The Friends of Ledding Library will be selling snacks and soft drinks, or you can bring your own lunch and enjoy the music!

www.milwaukieoregon.gov/calendar

FIRST SATURDAY CONCERTS

October–April // Saturdays 2 pm
See City website for location information

From fall to spring, check out live music the first Saturday of the month. It's free and it's fun. See you there!

www.milwaukieoregon.gov/calendar

DOWNTOWN TRICK OR TREAT EVENT

Late October // Downtown Milwaukie

Wear your favorite costume and dress to impress! Bring your family, pets, friends, and neighbors and trick or treat through downtown.

Downtown Milwaukie Business Assoc. Facebook Page



LOGO STYLE GUIDE CULTURAL PASS EXPRESS *

* Clackamas County LINCC Program

PMS

CULTURAL PASS
EXPRESS

CMYK

CULTURAL PASS
EXPRESS

B&W

CULTURAL PASS
EXPRESS

White (logo included does NOT include a black background)

CULTURAL PASS
EXPRESS

PMS colors



369C



280C



2627C

CMYK colors



green

CMYK 90/30/95/30
 RGB 0/104/56



blue

CMYK 100/72/0/18
 RGB 0/73/144



purple

CMYK 77/100/0/31
 RGB 73/23/109



black

CMYK 100/0/0/0
 RGB 0/0/0

Typefaces

Montserrat -- Black

abcdefghijklmnopqrstuvwxyz

ABCDEFGHIJKLMNOPQRSTUVWXYZ

Montserrat -- Ultra Light

abcdefghijklmnopqrstuvwxyz

ABCDEFGHIJKLMNOPQRSTUVWXYZ

Montserrat -- Black Italic

abcdefghijklmnopqrstuvwxyz

ABCDEFGHIJKLMNOPQRSTUVWXYZ



JULIE REA DESIGN

julie@juliereadesign.com

503-703-2124

THANK YOU!

click here to visit

www.juliereadesign.com

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and Julie Rae Design ("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 12/30/2025, 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 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 \$60,000.

ESTIMATED COST	\$10,000 - \$12,000 ** Estimated hours from concept to completion not to exceed 70 hours. Additional hours will be billed at rate of \$95/hour.
SUMMER, FALL, WINTER 2024 ISSUES	
SUMMER, FALL & WINTER 2024 TRAIL NEWS DESIGN	Concept, design, layout, and production of quarterly Trail News. Cost includes a kick-off meeting for each quarter and two rounds of design revisions.
DELIVERABLES	40-page (finished size 8.5x11) print-ready PDF + optimized and ADA accessible PDF for the City of Oregon City's website.
ESTIMATED COST	\$5,000 - \$6,000 for each quarter magazine *** Estimated hours from concept to completion not to exceed 40 hours. Additional hours will be billed at rate of \$95/hour.

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. 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.

6. Notices. Any notices, 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. Bills and invoices may be sent by e-mail or United States mail.

To the City:

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

To Consultant:

Julie Rae
Portland, OR 97206
503-703-2124

Consultant shall be responsible for providing the City with a current address. 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

(CONSULTANT)

By: _____

Anthony J. Konkol, III

Title: City Manager

By: _____

Title: _____

DATED: _____, 20____.

DATED: _____, 20____.

By: _____

Department Head's Name

Title: Department Head's Title

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, August 16, 2023 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor Denyse McGriff convened the meeting at 7:02 PM.

PRESENT: 4 – Commissioner Mike Mitchell, Commissioner Frank O'Donnell, Commissioner Adam Marl, Mayor Denyse McGriff

EXCUSED: 1 - Commissioner Rocky Smith

STAFFERS: 11 - City Manager Tony Konkol, City Recorder Jakob Wiley, Economic Development Manager James Graham, Public Works Director John Lewis, Community Development Director Aquilla Hurd-Ravich, IT Director Mike Dobaj, Communications Manager Jarrod Lyman, Finance Director Matt Zook, Human Resources Director Patrick Foiles, Police Chief Jim Band, Police Captain Shaun Davis

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Oath of Office for Oregon City Chief of Police Shaun Davis

Jim Band, retiring Police Chief, introduced Shaun Davis. Tony Konkol, City Manager, discussed reasons Mr. Davis was the right choice for this role.

Mayor McGriff administered the oath of office to new Police Chief Davis.

4. CITIZEN COMMENTS

Carol and Lance Earle, residents of Oregon City, discussed the proposed downtown homeless center. They asked the Commission to oppose the project as it would increase the homeless population and impact the City. They asked how citizens would be notified of a permit request and have the opportunity to comment. They also wanted to know the process for putting a measure on the ballot.

Mayor McGriff noted the building had not been purchased yet and the City was not involved in the project. No land use application would come through if it was an allowed use in the zone.

5. PRESENTATIONS

5a. Oregon City Heritage Coordinating Committee - Parade Thank You

Doug Neeley thanked the City for funding their parade floats and discussed how the floats tied into the historic homes in Oregon City. Thelma Haggemiller, resident of Oak Grove, explained the purpose and work of the Oregon City Heritage Coordinating Committee.

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

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

Voting Aye: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, and Commissioner Mitchell

- 7a. OLCC: Liquor License Application – Full On-Premises, Commercial, New Hings Restaurant, 527 Main Street, Oregon City
- 7b. Personal Services Agreement with Precision Locating for Utility Locate Services Throughout Oregon City (PS 23-013)
- 7c. College Resource Officer (CRO) Intergovernmental Agreement (IGA)
- 7d. School Resource Officer (SRO) Intergovernmental Agreement (IGA)
- 7e. Personal Services Agreement (PSA) with Willamette Falls Media Center for Cable Broadcast and Streaming Services
- 7f. Minutes of the April 19, 2023 City Commission Meeting
- 7g. Minutes of the May 9, 2023 City Commission Work Session

8. PUBLIC HEARINGS

- 8a. SDC Appeal – 624 Main Street – Building Permit # BCOMM 23-00032

Mayor McGriff opened the public hearing.

John Lewis, Public Works Director, presented the staff report. The request was to appeal the sewer, water, and parks SDCs for the application at 624 Main Street. He explained what the SDCs were based on and the dispute over the current code language as it pertained to eligibility for reduction in SDCs and the definition of the most recent structure. He explained the lookback limitations to prior uses and how no SDCs had been paid for this property in the past.

There was discussion regarding creating a policy for historic buildings that predated SDCs, finding a nexus to reduce the SDCs or subsidize them, and how the transportation SDCs had been waived for this application.

Jessica Iselin, representing the applicant, said the SDC assessment for this building was \$163,000 which was about 25% of the overall cost of the project. They were appealing on the credit for previous uses as they were getting no credit for previous hospitality uses that had occurred before the year 2000. They

were also appealing the applicability of the reimbursement SDC as the infrastructure was already in place and could accommodate the proposed redevelopment. She discussed the SDCs on other projects and how it might halt positive development that brought restoration and preservation to historic buildings because it was so costly.

Larry Maderas, applicant, said the building had mostly been retail, but it was not credited that way. The majority of the main level had been credited as storage which was a lesser credit.

Seth Henderson, resident of Portland, said a portion of the funding for this project was through the Oregon Main Street grant program. He discussed the original intention of the SDCs. This building had been a restaurant before and it was returning to the use. It had the same storm, sewer, and water connections. They needed to support the vibrancy of main street, the sensitivity of this location, and a fair, reasonable assessment of the SDCs.

Rebecca Schaleger, resident of Oregon City, was a lawyer operating her business in the City. She was in process of expanding her business and purchasing a building in the Canemah Historic District. It had been used as commercial for many years, however none of the previous occupants had gone through the process to show it was not being used as residential. Because of that, she would have to pay \$42,000 to use it as it had been used for years. She planned to do interior improvements and decorate it four times a year and open it up to the public. She found out in the inspection that exterior repairs were also needed. She was willing to do that, but not pay the SDCs.

Vickie Gackle, resident of Oregon City, was concerned about what was coming ahead as she owned a building she planned to put on the market soon. The SDCs made a difference.

Mr. Lewis said it was a policy decision and trying to find a nexus. He explained how cities had used SDCs for sewer rehab and replacement of pipes. They understood the use of SDCs and abided by state regulations.

Tony Konkol, City Manager, explained if residential converted to a commercial use, but no building permits were issued for the tenant improvements, the City did not have a way to track the change of use.

Carrie Richter, City Attorney, said when the unpermitted tenant improvements happened, the SDCs were not paid. The idea of an SDC credit was that the SDC was paid already and the payment was being passed on to the subsequent user. That was a separate issue from the Commission deciding historic buildings were worth subsidizing because of the public or economic benefit. What was before the Commission was if the criteria were satisfied to give the applicant a credit. The applicant was also advocating for a change in the policy because it made sense to subsidize preservation. If that was the direction of the Commission, they would need to amend the code and not do it through this appeal.

Mayor McGriff agreed the code should be changed, especially for historic areas where they wanted to encourage rehabilitation and preservation.

Commissioner O'Donnell said the basic methodology was sound, but it only went so far. They wanted to establish a vibrant economic community and there should be further discussion about it.

Commissioner Mitchell said they were talking about SDCs and infrastructure that was needed regardless of how old the building was. He did not think they should adjust SDCs based on the age of the building. The economic development/historic reuse and preservation was a worthy goal but needed to be done in a different way.

Commissioner Marl said this building was a priority for redevelopment. However, they had to follow the code. He thought they should look into revising the code to be more friendly to redevelopment.

Mayor McGriff closed the public hearing.

There was consensus for staff to look at how other historic communities addressed this issue and to expedite the legislative process to make these code changes.

Mayor McGriff reopened the public hearing.

There was discussion with Mr. Henderson about the grant and the improvements that could be done without the permits, using some of the grant to off-set the SDCs, duration of the grant, and deferring the SDCs.

Mayor McGriff closed the public hearing.

Motion made by Commissioner Mitchell, seconded by Commissioner Marl, to deny the SDC Appeal for 624 Main Street. The motion carried by the following vote:

Voting Aye: Commissioner Marl, Commissioner O'Donnell, and Commissioner Mitchell

Voting Nay: Mayor McGriff

Motion made by Commissioner Marl, seconded by Commissioner Mitchell, to direct staff to explore ways to remedy the situation to make this a feasible project. The motion carried by the following vote:

Voting Aye: Commissioner Marl, Commissioner O'Donnell, Mayor McGriff, and Commissioner Mitchell

9. GENERAL BUSINESS

9a. Mt. View Cemetery Restroom Project Update

Denise Toyooka, Assistant Parks and Recreation Director, gave an update on the Mt. View Cemetery restroom project. She gave a project overview, project schedule, project financials, old buildings/demo, footings/utilities, parking lot, concrete work, men's and women's restrooms, storage area, garbage enclosure, and landscaping.

There was discussion regarding reasons for the change orders, project manager, getting the Commission involved when projects went over the original estimate, and succession planning when the staff lead was out.

9b. Joint Values on the Proposed Regional Congestion Pricing and Toll Projects within the Portland Metro Region

Commissioner Marl gave an update on the joint values document that was approved by C4 and had been disbursed to the different jurisdictions in Clackamas County for approval. There were concerns that it was too neutral and the C4 tolling strategy subcommittee made some changes to make it stronger. He suggested tabling this item until C4 approved it and it was sent out again. There were cities in Clackamas County that did not share this position and they needed to keep lines of communication open with them as well.

Motion made by Commissioner Marl, seconded by Mayor McGriff, to table the joint values document on the proposed regional congestion pricing and toll

projects within the Portland Metro Region. The motion carried by the following vote:

Voting Aye: Commissioner Marl, Commissioner O'Donnell, Mayor McGriff, and Commissioner Mitchell

10. COMMUNICATIONS

11. City Manager

11a. Assistant City Manager - Job Description and Recruitment Process Update

Mr. Konkol said the Commission approved the new Assistant City Manager position beginning January 1, 2024. A job description, responsibilities, and recruitment process had been provided for Commission approval.

There was discussion regarding adding the recognition of the value of DEI, how the Commission wanted to participate in the selection process, upholding the chain of command, expanding the first round of interviews with external partners, and how the Commission would only be involved in the open house for the final candidates. There was consensus for staff to move forward as discussed.

12. Commissioners

None

13. Mayor

Mayor McGriff thanked Mr. Lewis for helping her put "No Left Turn" signs on the bridge.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 10:12 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, September 06, 2023 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:01 PM.

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

STAFFERS: 12 - 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, Police Chief Shaun Davis, Finance Director Matt Zook, Library Director Greg Williams, Public Works Director John Lewis, Human Resources Director Patrick Foiles, IT Director Mike Dobaj, Communications Manager Jarrod Lyman

2. FLAG SALUTE

3. CITIZEN COMMENTS

4. CEREMONIES AND PROCLAMATIONS

4a. Star Trek Day

Mayor McGriff read the proclamation declaring September 8, 2023, as Star Trek Day.

4b. Hispanic Heritage Month

Mayor McGriff read the proclamation declaring September 15 to October 15, 2023, as Hispanic Heritage Month.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

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

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

- 7a. Fair Housing Resolution
- 7b. Personal Services Agreement with Archaeological Investigations Northwest, Inc. (AINW) for the Clairmont Waterline Replacement Project Phase 2 (CI 22-010)
- 7c. Personal Services Agreement with Century West Engineering for the 2024 Roadway Reconstruction Project (PMUF) (CI 23-007)
- 7d. Clackamas 800 Radio Group Radio Bond project additional funding approval
- 7e. Purchase of two (2) 2023 Ford Police Interceptor Utility Vehicle AWD
- 7f. Minutes of the May 3, 2023 City Commission Meeting
- 7g. Minutes of the July 11, 2023 City Commission Work Session

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- 9a. C-4 revisions to the Joint Values on the Proposed Regional Congestion Pricing and Toll Projects within the Portland Metro Region

Tony Konkol, City Manager, introduced the item. If approved, the City's logo would be used on this document. The edits had been included in the packet.

Commissioner Marl explained this was a values document, not a policy document. Language had been added that made it abundantly clear their opposition to tolling and that the jurisdictions would be working together as a united front.

There was discussion regarding the proposed revisions and public comments received.

Motion made by Commissioner Marl, seconded by Commissioner Mitchell, to approve the City's logo to be added to the Joint Values on the Proposed Regional Congestion Pricing and Toll Projects within the Portland Metro Region. The motion carried by the following vote:

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

- 9b. Artwork selected for new Downtown Restroom

James Graham, Economic Development Manager, and Ann Griffin, Economic Development Coordinator, gave an update on the artwork selected for the new downtown restroom. They explained the selection process through the Arts Commission, final designs, and grant awards.

- 9c. Legislative Review from the 2023 session and draft comments to the Housing Production Advisory Council

Aquilla Hurd-Ravich, Community Development Director, and Carrie Richter, City Attorney, summarized the 2023 land use legislation regarding the Housing Production Advisory Council recommendations, HB

3414, housing need and production obligations, incentives for special categories of housing, assistance with CFEC compliance, community green infrastructure grant program, and infrastructure funding needed to achieve housing goals. They then discussed draft comments intended for the Housing Production Advisory Council including the need for the Council to focus on infrastructure financing and that the state mandated codes led to increased bureaucracy for local staff to navigate.

There was discussion regarding how this affected livability, what would happen if the City failed to comply, economic realities associated with living in this region that were not taken into account, home rule being taken away and overreach by the state, in fill and redevelopment for housing, unaddressed infrastructure needs, variances for lot sizes, HNA update, wetlands, geologic constraints, and incentives for housing affordability.

Staff would draft these issues in a letter and send the letter to the Governor's office.

- 9d. Second Reading of Ordinance No. 23-1008, Amending OCMC 2.58.050 to Allow the Parks and Recreation Advisory Committee Bylaws to Determine the Number of Required Meetings

Motion made by Commissioner Smith, seconded by Commissioner Marl, to approve the second reading and final adoption of Ordinance No. 23-1008, amending OCMC 2.58.050 to allow the Parks and Recreation Advisory Committee Bylaws to determine the number of required meetings. The motion carried by the following vote:

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

Voting Abstain: Commissioner O'Donnell

Commissioner Mitchell was concerned about public input since the Committee would be meeting less. Commissioner O'Donnell agreed.

- 9e. Community Engagement Specialist position

Mr. Konkol explained the proposal for this position to go from half to full time.

Motion made by Commissioner Marl, seconded by Mayor McGriff, to increase the Community Engagement Specialist position to full time. The motion carried by the following vote:

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

10. COMMUNICATIONS

11. City Manager

None

12. Commissioners

None

13. Mayor

None

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 8:46 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
Tuesday, November 07, 2023 at 7:00 PM

CONVENE WORK SESSION AND ROLL CALL

Mayor McGriff convened the meeting at 7:21 PM.

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

STAFFERS: 9 - City Manager Tony Konkol, City Recorder Jakob Wiley, Senior Planner Christina Robertson-Gardiner, City Engineer Dayna Webb, Economic Development Manager James Graham, Library Director Greg Williams, Police Chief Shaun Davis, Communications Manager Jarrod Lyman, Community Development Director Aquilla Hurd-Ravich

FUTURE AGENDA ITEMS

1. List of Future Work Session Agenda Items

Commissioner Marl suggested that the future work session agenda items list ought to be re-evaluated for relevance.

Tony Konkol, City Manager, reviewed the Commission's upcoming schedule, and suggested addressing the list of future work session agenda items at a work session in January. There was consensus in favor of this.

Commissioner O'Donnell expressed support for discussing code enforcement changes and Mayor McGriff expressed agreement.

Mr. Konkol expressed the importance of keeping the Commission updated on the progress of the McLoughlin Boulevard Enhancement Shared Use Path project.

DISCUSSION ITEMS

2. McLoughlin Boulevard Enhancements Project Update (CI 22-002)

Dayna Webb, City Engineer, explained that the following presentation would cover the safety and active transportation assessment of the McLoughlin Boulevard corridor, and elements of her department's alternatives analysis and performance measures. Commissioner O'Donnell asked whether this presentation would be in preparation for a final decision and Ms. Webb explained that it was provision of information and that a final decision was not forthcoming yet.

Ms. Webb introduced a team from the consultants Kittleson & Associates, who were present to discuss the first phase of the work, which was to identify safe pedestrian and bicycle connections along the viaduct and the river. The team, led by Senior Planner Nick Gross, offered a presentation on the work projects completed and in progress, shared a purpose and need statement, and preliminary alternative concepts, with the goal of receiving agreement on the purpose and need of the project and confirming that City Commission alternative concepts are included going forward.

Mayor McGriff suggested adding a footnote to the slide titled TM1: Corridor Vision to clarify that plans for connections were in flux. She also added that the enhancement project should include addressing speed on McLoughlin Boulevard. Commissioner O'Donnell suggested that the plans for this project be integrated into the Commission's larger vision for the waterfront as a whole. Commissioner Smith suggested considering the integration of river ferry service into the project plans.

Commissioner Mitchell suggested emphasizing that the proposed path would create a connection from the Clackamas River Trail, through two City Parks, to Tumwater Village. Commissioners O'Donnell and Marl suggested not limiting the scope of the purpose statement to pedestrian and cyclist transit. Commissioner Marl added that the completed project could be considered a destination in and of itself.

City Manager Tony Konkol observed that the section along Route 99 is currently a freight corridor and that this circumstance be considered while planning the project.

Commissioner O'Donnell asked whether one of the proposed designs would avoid construction in the water. Mr. Gross replied that some water access would probably be necessary. There was discussion about how much easier it would likely be to avoid construction in the water.

There was discussion about routing the pedestrian walkway through the base of the Arch Bridge on the Oregon City side of the river.

Mayor McGriff suggested that the Friends of Trees could plant new street trees in the walkway area. Mayor McGriff also suggested that businesses' sidewalk tables ought not to interfere with needed pedestrian space.

Commissioner Smith suggested that an 8th Street connection could coordinate with each of the suggested plans.

Commissioner Mitchell agreed with the presentation that the third alternative that had been suggested was an inferior option.

There was discussion about adding stoplights for pedestrian crossings to the proposed plan.

Commissioner Smith suggested incorporating the location of the original doors in the Arch Bridge pilaster into the design if feasible.

Commissioner Mitchell asked if the open house regarding these plans would be held in person, and Ms. Robertson-Gardiner explained that the open house would be virtual. She added that information from the current meeting's discussion would be incorporated into the open house presentation. Commissioner O'Donnell suggested clarifying depictions of elevations in the presentation.

3. Developing a Destination Management Organization

Tony Konkol, City Manager, explained that the City was considering using tourism funds to create Destination Management Organization (DMO). He invited the Commission to discuss the degree to which they wished to be involved with the DMO and whether they desired the creation of a stakeholder committee to be tasked with DMO projects.

Mayor McGriff suggested a hybrid plan in which the Commission works with a committee to address DMO projects.

Commissioner O'Donnell suggested turning to other jurisdictions with DMOs for advice about how to proceed. James Graham, Economic Development Manager, reported that he had researched other jurisdictions with DMOs, and observed that Wilsonville and McMinnville are cities in the metro region that utilize models similar to what Oregon City is considering. He also observed that Travel Portland is the regional DMO. There was discussion about various cities throughout Oregon that possess DMOs.

Mr. Graham observed that the city of McMinnville has a 501c6 organization that operates as a destination marketing organization. He observed that Wilsonville has chartered a committee that functions as a destination management organization organized under the city's Parks and Recreation department, and that this committee hires a destination marketing organization.

Mr. Graham also drew the Commission's attention to the Staff Report, which explained how to set up a DMO, and which recommended refreshing the City's existing Tourism Plan, establishing a short term blue ribbon panel made of members of a variety of organizations, and hiring a market data company. After those steps have been reviewed by the City Commission, Staff recommended determining if an existing 501c3 could be utilized, then hiring a consultant, and appointing a board of directors after IRS approval.

Staff recommended that the Board of Directors could appoint its own replacements in due course, and Commissioner Marl observed this could be considered inconsistent with the City charter's stipulation or Mayoral appointments. Mr. Konkol observed that if the Commission wished to follow this course of action a process could be codified. There was discussion that the proposed group would not be set up as City committee.

Mayor McGriff suggested seeking the advice of Samara Phelps, Executive Director of Mount Hood Territory.

Commissioner Marl asked for an update on the City's Transient Room Tax revenue, and Mr. Graham suggested the amount was approximately \$800,000.00. Commissioner Marl also asked for clarification about the location of the Oregon City Regional Visitor Center, and Mr. Graham confirmed that it is located within the End of the Oregon Trail Center. Commissioner Smith observed that the County provides approximately \$70,000.00 worth of funding to the Visitor Center.

Mr. Graham reported that Staff recommended that after the Board of Directors has established bylaws, it could then hire a Destination Marketing Organization to implement the refreshed Tourism Plan.

Commissioner O'Donnell suggested studying the DMO arrangements both of local and nonlocal jurisdictions.

Mayor McGriff suggested arranging a Zoom conference with Samara Phelps and with the director McMinnville's 501c3 organization. Commissioner Marl suggested saving conversations of this kind primarily for the Board of Directors group after it is formed. Commissioner Smith suggested holding a public meeting for interested groups to contribute suggestions. He also suggested that utilizing an existing organization for Oregon City's DMO could be counterproductive because such an organization would come with its own priorities.

Mr. Konkol asked if the Commission would like to head this project or create a subcommittee, and Mayor McGriff replied that she would prefer to speak with the director of McMinnville's DMO and with the Mt. Hood Territory organization before making a final decision about this. There was discussion about holding a hybrid work session / public meeting with input from these organizations, after which the Commission could make a decision about forming a subcommittee. There was consensus to hold such a meeting.

CITY MANAGER'S REPORT

4. Update on City Projects

COMMISSION COMMITTEE REPORTS

5. **Commissioner O'Donnell**

- South Fork Water Board

Commissioner O'Donnell reported that the South Fork Water Board was undertaking managerial evaluations.

6. Commissioner Smith

- Clackamas Heritage Partners
- Oregon City Tourism Stakeholder's Group
- South Fork Water Board

Commissioner Smith reported that Clackamas Heritage Partners met to discuss the Board and staff changes at the Oregon Trail Interpretive Center. They were planning to re-evaluate their bylaws in regard to Board membership. There was also a meeting with the Parks department about the state of the End of the Oregon Trail building. Mayor McGriff requested that this report be shared with the Commissioners. The meeting also revealed that attendance at the End of the Oregon Trail Interpretive Center was rising to pre-pandemic levels. Commissioner Smith also reported that the End of the Oregon Trail Interpretive Center was utilizing MaintainX and that they were working on reducing conflicts between Park use and shelter use on the property.

7. Commissioner Marl

- Citizen Involvement Committee Liaison
- Clackamas County Coordinating Committee (C4)
- Clackamas County I-205 Tolling Strategies Committee
- Youth Advisory Committee Liaison

Commissioner Marl reported that the CIC has recently been given a presentation about the Loop Trail. He also relayed that they had expressed concern about the Assistant City Manager position and its posted salary, and that he had explained to the CIC that the salary being offered in this position was commensurate with the amount of work being asked of the candidate. Commissioner Marl also reported that there had been continuing discussion of alternatives to postcard communication.

Commissioner Marl reported that the Youth Advisory Committee's recent Mental Health Fair had been a success and that the group was looking forward to devising new projects.

8. Commissioner Mitchell

- Clackamas County Coordinating Committee (C4) – Metro Subcommittee
- Clackamas County I-205 Tolling Diversion Committee (alternate)
- Metro Policy Advisory Committee (MPAC) (alternate)

Commissioner Mitchell reported upon the recent C4 Committee meeting. He thanked Dana Webb for her suggestions to modify the Regional Transportation Plan and observed that the Metro Council may adopt that plan in December. He reported that on November 2 there was a presentation from the County about Supportive Housing Services, and he observed that funding was available for City-led initiatives, and that an application form for said funding was forthcoming.

9. Mayor McGriff

- Clackamas Water Environment Services Policy Committee
- Clackamas Heritage Partners (alternate)
- Downtown Oregon City Association Board
- Metro Policy Advisory Committee (MPAC)

- Oregon City Tourism Stakeholder's Group
- South Fork Water Board
- Willamette Falls and Landings Heritage Area
- Willamette Falls Legacy Project Liaisons
- Willamette Falls Locks Authority
- Youth Advisory Committee Liaison

Mayor McGriff reported that Clackamas Water Services had created a new Strategic Plan. She reported that the Oregon City Association had held successful Trick-or-Treat and Harvest Festival events and that a Christmas Tree Lighting was being planned.

Mayor McGriff reported that an upcoming meeting with MPAC would cover the Regional Transportation Plan. She also reported that the South Fork Water Board was undertaking a review of their General Manager, and that the General Manager had met with the IT Director to discuss an audit.

Mayor McGriff reported that the City Hall project is moving forward and that bids are being considered. She also reported that the Willamette Falls Locks Authority meeting had included discussion of the 106 process, and that sectional property disputes would affect the transfer process. She reported that Attorney Clark Balford was assisting with them, and that the Locks Authority group's next meeting would be on November 13, at which point a change of leadership would be discussed.

Mayor Denyse McGriff adjourned the meeting at 9:42 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

JOINT WORK SESSION WITH THE CITY OF WEST LINN

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, November 07, 2023 at 6:00 PM

CONVENE WORK SESSION AND ROLL CALL *Mayor McGriff convened the meeting at 6:08 PM.*

PRESENT: 10 - Commissioner Adam Marl, Commissioner Frank O'Donnell, Commissioner Rocky Smith, Commissioner Mike Mitchell, Mayor Denyse McGriff, West Linn Council President Mary Baumgardner, West Linn Councilor Leo Groner, West Linn Councilor Carol Bryck, Councilor Scott Erwin, West Linn Mayor Rory Bialostosky

STAFFERS: 9 - Library Director Greg Williams, Communications Manager Jarrod Lyman, City Engineer Dayna Webb, Community Development Director Aquilla Hurd-Ravich, Chief of Police Shaun Davis, Finance Director Matt Zook, City Recorder Jakob Wiley, City Manager Tony Konkol, West Linn City Manager John Williams

DISCUSSION ITEMS

1. I-205 Tolling

Rory Bialostosky, Mayor of the City of West Linn, reported that the Joint Committee on Transportation's Subcommittee on Transportation Planning's Work Plan had been released, and that the Subcommittee planned to hold community meetings. He reported that Oregon City, West Linn, and Gladstone would be offered a joint community meeting on the first Saturday of December from 10:00 A.M. to 12:00 P.M. Mayor McGriff added that she had heard that Oregon State Representative Annessa Hartman was making tentative arrangements for the event to be held at Clackamas Community College. Mayor Bialostosky expressed concerns about the Oregon Department of Transportation's (ODOT) lack of transparency regarding the proposed tolling scheme, expressed appreciation for the upcoming opportunity for local communities to voice their concerns, and emphasized the importance of suggesting alternatives to tolling.

Mayor McGriff agreed particularly with Mayor Bialostosky's objection to the fact that all questions about the tolling scheme are currently routed through ODOT. Mayor McGriff also expressed objection to the Subcommittee's plan to split up the cities of Clackamas County into separate meetings. She also expressed skepticism about ODOT's willingness to consider changes, and added that ODOT had not properly considered suggestions of alternatives to tolling in the past.

Commissioner Mitchell reported that he had been present to represent Oregon City at the Metropolitan Policy Advisory Meeting on October 25 when the information from the Subcommittee on Transportation Planning was presented, and suggested that the public meetings proposed by the Subcommittee would be the best opportunities available to express concerns about tolling. He also expressed concern with the Subcommittee's failure to consider tolling alternatives.

West Linn City Council President Mary Baumgardner asked for information about the online accessibility of the planned public meetings and whether public comment would be available at them. Mayor Bialostosky reported that that information had not yet been given but that inquiries would be made. Council President Baumgardner suggested insisting upon these measures. Mayor McGriff added that she had asked about public comments at the meetings and had not received an answer.

Joint Work Session with the City of West LinnMinutes**November 07, 2023**

Mayor Bialostosky observed that the public meetings would be a valuable opportunity to interact with the legislature rather than with ODOT.

Commissioner Adam Marl expressed concern that the recent tolling pause may have distracted citizens from the urgency of the tolling matter, and suggested education of the public on this topic. He also emphasized the importance of continuing to communicate the City's concerns about tolling to legislators, for example, through communication of the C4 Tolling Values document.

There was consensus that the Mayors write a joint email to the Subcommittee on Transportation Planning expressing concerns about the public meeting process and requesting opportunity for public comment.

Commissioner Mitchell asked whether each Commissioner ought to prepare their own comments for the public meeting, or whether, with Staff's help, joint remarks should be coordinated. Mayor McGriff said that a preamble would express opinions of the Commission as a whole, and that it would be helpful for individual commissioners to comment on how the tolling scheme would affect their own constituents. Both Mayors added that they would research details about the presentation arrangements at the meetings.

Commissioner O'Donnell suggested discovering which legislators supported the tolling pause and addressing those legislators directly. Commissioner Marl responded that the legislators who supported the pause were not necessarily in support of tolling.

Mayor Bialostosky suggested that cities in Clackamas County collaborate to conduct a survey to gauge regional public opinion on tolling. He reported that the polling agency DHM Research had quoted \$33,000.00 for a ten-minute survey.

Commissioners Smith and O'Donnell expressed support for conducting a poll. Commissioner Marl observed that public opinion on tolling was already known, and questioned whether legislators would pay attention to this poll, as they had already received a considerable amount of feedback from Clackamas County. However, he suggested that a poll would be a worthwhile investment if it could be completed soon enough to affect legislative decisions.

Commissioner Mitchell asked whether the proposed poll would do better to concentrate on the south metro area instead of the entire metro area. He also asked how long the survey would take to complete. Mayor Bialostosky said he expected that the survey would be complete in time for next year's legislative session. He said that every participating city would have a chance to weigh in on the survey area.

Commissioner O'Donnell emphasized the importance of expressing Oregon City citizens' points of view. Mayor Bialostosky clarified that the survey proposal was quoted to cover Washington, Clackamas and Multnomah Counties, and that it was more affordable to survey a wider area rather than just one city.

West Linn Councilor Groner suggested that the poll include questions about whether residents were aware that the tolling pause was temporary, about whether they had faith in information provided by ODOT, as well as questions gauging interest in various tolling alternatives.

Mayor McGriff asked which jurisdiction had already offered \$5,000.00 toward the survey, and Mayor Bialostosky said that Tualatin had made this offer.

West Linn Council President Baumgardner suggested that a poll would be particularly useful if it covered alternatives to tolling. Regarding alternatives to tolling, Mayor McGriff observed that another survey she had seen asked whether participants would support an increase in the gas tax or an increase in the cost of auto registration.

Commissioner O'Donnell asked whether it was likely that the cities' opposition to tolling could become a court issue, suggesting that if that were to occur the poll would provide objective evidence. Commissioner Marl suggested that discussion of that possibility would be best left until after the new Environmental Assessment is released in June of 2024.

Mayor McGriff asked for details from a recent news article covering the issue of tolling, and West Linn City Manager John Williams reported that United States Representative Lori Chavez-DeRemer had written a letter on October 16 outlining areas of concern about ODOT's tolling plans. He offered to distribute the letter to those present.

There was consensus in support of conducting a survey according to Mayor Bialostosky's suggestion and Mayor McGriff said that details for pursuing this course of action could be decided at a future regular meeting.

2. Statewide Housing Production

There was discussion about how West Linn and Oregon City would both be addressing State mandates regarding housing production. Mayor Bialostosky observed that more information relevant to this issue may come out of the next legislative session, including items like proposed House Bill 3414. Mayor McGriff observed that she had been communicating with legislators to ask why the cities are being held responsible for housing production when they control neither the land nor the cost of production. Mayor McGriff observed that many developers were producing high end housing rather than affordable housing.

Commissioner Marl asked if there was an update on the lawsuit against the Climate Friendly and Equitable Communities (CFEC) Policy. City Manager Konkol said that the most recent update he had heard involved a request to reconcile the requirement of CFEC with those coming from the State Legislature.

3. Regional Homelessness

There was discussion about addressing regional homelessness. Mayor McGriff said that she had been working with lobbyists to suggest direct funding to cities for this issue, as each city has individual needs. She also stated that she had spoken with Chair Peterson about concerns regarding the use of housing bond money, and she shared Oregon City's Housing Strategy.

West Linn Council President Baumgardner observed that as Oregon City is the County seat, a disproportionate burden of providing homelessness services falls on Oregon City, and it would be beneficial if West Linn could assist more with this issue.

Mayor McGriff discussed various issues with communication with the County that had led to a lack of resource assistance for regional homelessness in Oregon City, including issues in which persons in need of assistance had been dropped off and left in Oregon City when service facilities were not open.

Illustrating the communications problems, Commissioner Marl recounted that he had recently heard second hand, through Metro Councilor Christine Lewis, about a Metro plan to fund a resource center in Oregon City via the Supportive Housing Services Bond, and that County staff had had the incorrect impression that Oregon City had been involved in this plan. Commissioner Marl observed that Oregon City does want to assist those needing homelessness services but that other cities should provide services as well.

Mayor McGriff observed that the city of Hillsboro, another County seat, was also burdened with a disproportionate amount of responsibility in homelessness services. She praised the navigation center in the city of Salem, adding that its success is partly due to cooperation from, and satellite facilities in, neighboring cities.

West Linn Councilor Scott Erwin observed that West Linn lacks its own affordable housing programs due to budgetary restrictions, and that more could be done to help direct that federal, state, or nonprofit funds to existing organizations addressing such issues.

ADJOURNMENT

West Linn Mayor Bialostosky adjourned the meeting at 7:06 P.M.

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:** 12/06/2023
From: Director of Public Works John M. Lewis, P.E.

SUBJECT:

Resolution No. 23-28, A Real Estate Contract for the Sale of Public Works Property Located at 13445 Gaffney Lane

STAFF RECOMMENDATION:

The City Commission approves: 1) the adoption of Resolution No. 23-28, a Resolution authorizing the sale (in its entirety) of city-owned property located at 13445 Gaffney Lane, Oregon City, and 2) authorizes the City Manager to execute the real estate contract with Beatrice Albino, Michael Albino and Kelly Albino (buyers).

EXECUTIVE SUMMARY:

The City purchased property at 13445 Gaffney Lane to aid the realignment of Gaffney Lane. As construction is now complete, the Public Works Department is seeking to sell this piece of property to Beatrice Albino, Michael Albino, and Kelly Albino (buyers). The buyers offered a non-refundable earnest money deposit of \$5,000 to be applied toward the \$523,923.00 purchase price of this property. The closing date shall take place on or before January 5, 2024.

BACKGROUND:

Public Works acquired this property (13445 Gaffney Lane) in September 2010 for \$240,000. The City was seeking to realign Gaffney Lane; however, the right-of-way negotiation was unsuccessful. Because of this, the City purchased this property to dedicate the necessary right-of-way. Funding for this purchase was allotted from the City's Transportation System Development Charges (SDC) Fund.

The Gaffney Lane Realignment Project (CI 15-008) was completed in October 2020 and the necessary right-of-way was dedicated. With the completion of this project, the Public Works Department is ready to place this property back into private ownership. For this reason, Public Works listed 13445 Gaffney Lane for sale in the amount of \$525,000, with a licensed real estate broker, via a Request for Qualifications advertisement.

Currently, this property is vacant. Previously, the property was rented from 2010 to 2023 and Bluestone & Hockley Real Estate Services managed the tenants. A small amount of maintenance work was completed on the property prior to this sale being finalized.

On November 14, 2023, Beatrice Albino, Michael Albino and Kelly Albino made a formal purchase offer of \$523,923 for this property. Pending approval from the City Commission, Public Works is requesting the City Manager to execute the necessary documents associated with the sale of the 13445 Gaffney Lane property (see **Exhibit A** – Residential Real Estate Sales Agreement). Per the agreement, the City Manager is only authorized to sign the agreement if approved by the City Commission as stated in **Exhibit B** – Sellers Counteroffer No.1.

Staff recommends the City Commission approve the adoption of Resolution No. 23-28, authorizing the sale (in its entirety) of city-owned property located at 13445 Gaffney Lane, Oregon City, and authorize the City Manager to execute the real estate contract with Beatrice Albino, Michael Albino and Kelly Albino (buyers).

ORS 221.725 Sale of city real property; publication of notice; public hearing, states “when a city council considers it necessary or convenient to sell real property or any interest therein, the city council shall publish a notice of the proposed sale in a newspaper of general circulation in the city and shall hold a public hearing concerning the sale prior to the sale.” In accordance with this statute, notice of this pending sale and public hearing was published in *The Oregonian* on November 29, 2023 (**Exhibit C** – Public Hearing Posting). The requirements of this statute have been completed.

OPTIONS:

1. Adopt Resolution No. 23-28, approving the sale of 13445 Gaffney Lane, and authorize the City Manager to execute the real estate sales contract.
2. Adopt Resolution No. 23-28, approving the sale of 13445 Gaffney Lane, and authorize the City Manager to execute the real estate sales contract, with specific modifications.
3. Deny Resolution No. 23-28, denying the residential real estate sales agreement and provide staff direction on how to proceed.

BUDGET IMPACT:

Amount: \$523,923 Revenue
 Fiscal Year(s): FY 24/FY25
 Funding Source(s): Transportation SDC Fund

RESOLUTION NO. 23-28

**A RESOLUTION AUTHORIZING SALE OF CITY-OWNED PROPERTY LOCATED
AT 13445 GAFFNEY LANE, OREGON CITY**

WHEREAS, Oregon City Public Works purchased the property at 13445 Gaffney Lane in September 2010 for \$240,000; and

WHEREAS, this property purchase was needed to complete a project to realign Gaffney Lane; and

WHEREAS, in October 2020, Oregon City Public Works completed the Gaffney Lane realignment project (CI 15-008); and

WHEREAS, with the acquisition and realignment of Gaffney Lane and the dedication of needed right-of-way, this property is no longer needed for the purpose it was originally acquired.

WHEREAS, this property was listed at the asking price of \$525,000 with a professional real estate broker and on November 14, 2023, a purchase offer of \$523,923 was made by Alexandra Hernandez (Buyer's Agent); the City accepted this offer contingent upon City Commission approval; and

WHEREAS, when cities sell real property, ORS 221.725 requires that the City hold a public hearing, provide public notice regarding the public hearing, and provide monetary information regarding the property to be sold; and

WHEREAS, a public hearing was held at a regular City Commission meeting on December 6, 2023; and

WHEREAS, notice of this public hearing was published in the *Clackamas Review* newspaper on November 28, 2023; and

WHEREAS, monetary information regarding the property has been provided within the staff report, in the Appraisal Report, and within the public hearing presentation; and

WHEREAS, the City Manager, Anthony J. Konkol, III, is the official representative of the City of Oregon City and is authorized to execute the necessary sales paperwork throughout the sales process; and

WHEREAS, because of the reasons identified, the City Commission gives its support of the sale of property located at 13445 Gaffney Lane, Oregon City.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Manager will execute all necessary sales paperwork to complete the sale of the property at 13445 Gaffney Lane, Oregon City.

Section 2. This resolution shall take effect immediately upon its adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of December, 2023

DENYSE C. MCGRUFF
Mayor

Attested to this 6th day of December, 2023:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney



EXHIBIT A

Sale Agreement # **13445GAFFNE** Item 8a.

RESIDENTIAL

RESIDENTIAL REAL ESTATE SALE AGREEMENT

FINAL AGENCY ACKNOWLEDGMENT

Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to the following agency relationships in this transaction:

Buyer's Agent(s)*: Alexandra Hernandez Oregon License #: 201239389
 is/are the agent of (select one): ☒ Buyer exclusively ("Buyer Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")
 Name of Real Estate Firm(s)*: More Realty Firm License #: 201212372
 Buyer's Agent's Office Address: 16037 SW Upper Boones Ferry Rd 150 Tigard OR 97224
 Phone #1: (971) 533-3322 Phone #2: _____ E-mail: ollie@imaginemorerealty.com

Seller's Agent(s)*: Jeanie Lovell Oregon License #: 200504527
 is/are the agent of (select one): ☒ Seller exclusively ("Seller Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")
 Name of Real Estate Firm(s)*: Lovell & Hall Real Estate Partners Firm License #: _____
 Seller's Agent's Office Address: _____
 Phone #1: (503) 807-2848 Phone #2: _____ E-mail: jeanie@lovelandhall.com

*If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agent and Firm names should be disclosed above or in an attached OREF 002 – Addendum to Real Estate Sale Agreement.

If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge said principal broker will become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller, and Agent(s).

Buyer will sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller will sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counteroffer will be made. Seller's signature to this Final Agency Acknowledgment will not constitute acceptance of this Agreement or any terms herein.

Buyer Beatrice Albino Print Beatrice Albino Date 11/14/2023 ←
 Buyer Michael Albino Print Michael Albino Date 11/14/2023 ←
 Seller Anthony J. Konkol III Print The City Of Oregon City Date 11/15/2023 ←
 Seller _____ Print _____ Date _____ ←

GENERAL TERMS

This Agreement is intended to be a legal and binding contract. If it is not understood, seek competent legal advice before signing. For an explanation of the printed terms and provisions in this form, Seller and Buyer are encouraged to closely review Section 37 (Definitions) and Section 38 (Miscellaneous). No changes or alterations are permitted to any portion of the pre-printed format or text of this form. Any such proposed changes or alterations must be made on a separate document.

1. PARTIES/PRICE/PROPERTY DESCRIPTION: Buyer Beatrice Albino, Michael Albino, Kelly Albino
 offers to purchase from Seller The City Of Oregon City
 the following described real property (the "Property") situated in the State of Oregon, County of Clackamas, and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.):
13445 GAFFNEY LN, Oregon City, OR 97045 Tax ID: 00864719

(If a complete legal description of the Property is not included in this Agreement, Buyer and Seller agree to use the legal description provided by Escrow, defined in Section 25 (Escrow), for purposes of legal identification and conveyance of title.)

for the "Purchase Price" (in U.S. currency) of _____ A \$ 523,923.00
 on the following terms: as earnest money, the sum of (the "Deposit") _____ B \$ 5,000.00
 on _____, as additional earnest money, the sum of (the "Additional Deposit") _____ C \$ _____
 at or before Closing, the balance of the down payment _____ D \$ 21,196.00
 at Closing and on delivery of the ☒ Deed ☐ Contract, the balance of the Purchase Price _____ E \$ 497,727.00
 will be paid as agreed in the Financing Sections of this Agreement.

(Lines B, C, D, and E should equal Line A)

Buyer Initials BA / MA Date 11/14/2023

Seller Initials AJK Date 11/15/2023

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2. FIXTURES/CONTROLS/KEYS: All fixtures and essential related equipment (for example, remote controls, Smart Home Features, and all keys related to the Property including mailbox, outbuilding(s), etc.) are to be left on the Property. Fixtures will include but not be limited to: built-in appliances; attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows; system fixtures (irrigation, plumbing, ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs; fluorescent lamps; window blinds; awnings; fences; all planted shrubs, plants, and trees; except: None.

3. PERSONAL PROPERTY: Only the following personal property, in "AS-IS" condition and at no stated value is included: White free-standing refrigerator as pictured in RMLS on 11/13/2023.

FINANCING

4. BALANCE OF PURCHASE PRICE: Buyer represents that Buyer has liquid and available funds for the Deposit and down payment, and if an all-cash transaction, the full Purchase Price, sufficient to Close this transaction and is not relying on any contingent source of funds (for example, from loans, gifts, sale or closing of other property, 401(k) disbursements, etc.), except as follows (describe): N/A

This transaction ☒ is not ☐ is contingent upon Buyer obtaining funds from a contingent source. If the transaction is contingent upon Buyer obtaining funds from a contingent source, and if Buyer determines that the contingent funds will not be available at Closing, Buyer will promptly Notify Seller, and the parties will have 2 Business Days (two [2] if not filled in) following the date of Buyer's notice to Seller to either:

(a) terminate this transaction by signing an OREF 057 – Termination Agreement and terminate escrow by signing a similar agreement if required by Escrow; or

(b) reach a written agreement on price and terms that will permit this transaction to continue.

Seller and Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identifies in this Section 4 (Balance of Purchase Price), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms as Seller determines, in Seller's sole discretion.

(Select A or B)

A. ☐ This is an all-cash transaction. Buyer will provide verification ("Verification") of readily available funds as follows (select only one):

☐ Buyer has attached the Verification to this Agreement.

☐ Buyer will provide Seller with the Verification within _____ Business Days (three [3] if not filled in) after the Effective Date;

☐ Other (describe): _____

If the Verification is not attached to this Agreement, Seller may Notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within _____ Business Days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. Upon such disapproval, all Deposits will be promptly refunded to Buyer and this transaction will be terminated.

If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller will be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

B. ☒ The Balance of the Purchase Price will be financed through one of the following loan programs (select only one):

☐ Conventional;

☒ FHA;

☐ Federal VA (Seller ☐ will ☐ will not agree to pay Buyer's non-allowable VA fees);

If FHA or Federal VA is selected, Buyer has attached OREF 097 – VA/FHA Amendatory Clause and Real Estate Certification to this Agreement.

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☐ Other (describe): _____
 Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the loan program selected above.

Pre-Approval Letter.

- ☒ Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;
☐ Buyer will provide Seller with the Pre-approval Letter within _____ Business Days (three [3] if not filled in) after the Effective Date;
☐ Other (describe): _____

5.1 FINANCING CONTINGENCIES: If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will not be less than the Purchase Price; (3) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and, (4) Other (describe): **Nothing further.**

Except as provided in this Agreement, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

5.2 FAILURE OF FINANCING CONTINGENCIES: If Buyer receives actual notification from Lender that any Financing Contingencies have failed or otherwise cannot occur, Buyer will promptly Notify Seller, and the parties will have 2 Business Days (two [2] if not filled in) following the date of Buyer's Notice to Seller to either:

- (a) terminate this transaction by signing an OREF 057 – Termination Agreement and terminate escrow by signing a similar agreement if required by Escrow; or
 (b) reach a written agreement on price and terms that will permit this transaction to continue.

Seller and Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified in Section 5.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms as Seller determines, in Seller's sole discretion.

5.3 BUYER'S OBLIGATIONS REGARDING FINANCING: Buyer represents to and agrees with Seller as follows:

- (1) Not later than 3 Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value of the Property, and (vi) the loan amount sought.
- (2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within 3 Business Days (three [3] if not filled in – but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly Notify Seller of the date of Buyer's signed notice of intent to proceed with the Loan.
- (3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing fees, to obtain the Loan.
- (4) Buyer will not replace the Lender or loan program selected in Section 4.B. without Seller's written consent, which may be withheld in Seller's sole discretion.
- (5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments regarding Buyer's financing and the time of Closing.
- (6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 10 (Property Inspections), or Section 1 of the OREF 058 – Professional Inspection Addendum if applicable).
- (7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application status.

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6. SELLER-CARRIED FINANCING: If the Seller is financing all or a portion of the Purchase Price through a land sale contract, promissory note and trust deed/mortgage, option, or lease-to-own agreement (a "Seller-carried Transaction"), Buyer and Seller are advised to review the OREF 032 – Advisory Regarding Seller-Carried Transactions. Buyer and Seller agree to (*select only one*):

- ☐ Use the OREF 033 – Seller-Carried Transaction Addendum and related forms; or
☐ Secure a mortgage loan originator ("MLO") or legal counsel to negotiate and draft the necessary documents.

Regardless of the option selected above, Seller and Buyer agree to reach a signed written agreement specifying the terms and conditions of such financing (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within ____ Business Days (ten [10] if not filled in) after the Effective Date ("Negotiation of Terms Period"). If Buyer and Seller fail to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. Oregon law requires, unless exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended.

7.1 PROPERTY AND CASUALTY INSURANCE: Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

7.2 FLOOD INSURANCE: If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater is anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a property in a flood zone requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is authorized by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a lender may require an EC as a condition of loan approval. For more information, go to www.fema.gov.

8. ADDITIONAL FINANCING PROVISIONS (for example, closing costs): None.

CONTINGENCIES

9. TITLE INSURANCE: Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will order from the title insurance company selected at Section 25 (Escrow) below, a preliminary title report and copies of or links to all documents of record (the "Report and Documents") for the Property. The parties instruct Escrow to furnish the Reports and Documents to Buyer, as soon as the Reports and Documents are available, using the Notification Method described in Section 38(2) (Miscellaneous) below. If the Report and Documents are not fully understood, Buyer should contact the title insurance company for further information or seek competent legal advice. The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.

Following Delivery of the Report and Documents, and following Delivery of each supplement to the Reports and Documents that contains material information previously unknown to Buyer, Buyer will have 5 Business Days (five [5] if not filled in) within which to Notify Seller, in writing, of any matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute acceptance of the Report and Documents. However, Buyer's failure to timely object will not relieve Seller of the duty to convey marketable title to the Property pursuant to Section 31 (Deed) below. If within 5 Business Days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction prior to Closing, all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty (30) days after Closing, the title insurance company will furnish to Buyer at Seller's sole expense an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed as part of this transaction.

10. PROPERTY INSPECTIONS: Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water, lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither

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Buyer's nor Seller's Agent are qualified to conduct such inspections and will not be responsible to do so. For further details, Buyer is encouraged to review the website of the Oregon Public Health Division at www.public.health.oregon.gov.

Select only one box below:

☒ **Licensed Professional Inspections:** At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals of Buyer's choice. Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

Identify Invasive Inspections: Radon, mold, sewer scope, and any deemed necessary by buyer.

Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have 10 Business Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless requested by Seller; but if Seller requests all or a portion of a report during this transaction or within thirty (30) days following termination, Buyer will promptly comply.

Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 – Notice of Buyer's Unconditional Disapproval, at any time during the Inspection Period, of Buyer's unconditional disapproval of the Property based on any inspection report, in which case all Deposits will be promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer will be deemed to have accepted the condition of the Property. If prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period will automatically terminate unless the parties agree otherwise in writing.

☐ **Alternative Inspection Procedures:** Buyer has attached OREF 058 – Professional Inspection Addendum to this Agreement.

☐ **Buyer's Waiver of Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a contingency to the Closing of the transaction. At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals of Buyer's choice for informational purposes only. Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

Identify Invasive Inspections: _____

Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have _____ Business Days (ten [10] if not filled in) after the Effective Date in which to complete all inspections.

☐ **Buyer's Waiver of Inspections and Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the inspection contingency and the right to have any inspections. Buyer's waivers are solely Buyer's decision and at Buyer's own risk.

☐ **Other Inspection Addendum:** _____

The selection above does not apply to OREF 081 – Septic / Onsite Sewage System or OREF 082 – Private Well Addendum if attached.

11.1 PRIVATE WELL: Does the Property include a well that supplies or is intended to supply domestic water for household use? ☐ Yes ☒ No
If Yes, Buyer has attached OREF 082 – Private Well Addendum to this Agreement.

11.2 SEPTIC/ONSITE SEWAGE SYSTEM: Does the Property include a septic/onsite sewage system? ☐ Yes ☒ No
If Yes, Buyer has attached OREF 081 – Septic / Onsite Sewage System Addendum to this Agreement.

12. LEAD-BASED PAINT CONTINGENCY PERIOD: If the Property was constructed before 1978, then on or promptly after the Effective Date (the "Date of Delivery"), Seller will deliver to Buyer OREF 021 – Lead-Based Paint Disclosure Addendum (the "Disclosure Addendum"), together with the EPA Pamphlet entitled "Protect Your Family From Lead in Your Home." Unless waived by Buyer in writing in the Disclosure Addendum, Buyer will have ten (10) calendar days (or other mutually agreed on period) commencing on the day following the Date of Delivery, within which to conduct a lead-based paint assessment or inspection (the "LBP Contingency Period"). Buyer may unconditionally cancel this transaction by written Notice to Seller ("Notice of Cancellation") transmitted at any time before midnight on the last day of the LBP Contingency Period. In that case, Buyer will receive

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216 a prompt refund of all Deposits. If requested by Seller, Buyer will deliver to Seller a copy of written reports or evaluations, if any, with the Notice of
217 Cancellation.

218 Buyer's failure to deliver to Seller the Notice of Cancellation on or before midnight on the last day of the LBP Contingency Period will constitute
219 acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards, and the LBP Contingency
220 Period will automatically expire.

221 **13. SELLER'S PROPERTY DISCLOSURE STATEMENT:** Under Oregon law, Buyer has a right to revoke Buyer's offer (the "Revocation Right")
222 unless this transaction is exempt or Buyer has waived the Revocation Right. Buyer may exercise the Revocation Right only in writing and only within
223 five (5) Business Days after the Effective Date and Seller has delivered to Buyer or Buyer's Agent a complete Seller's Property Disclosure Statement.
224 However, Buyer may exercise the Revocation Right any time before receiving the Seller's Property Disclosure Statement, so long as Buyer does so
225 before Closing. This provision supersedes any contrary terms in the Seller's Property Disclosure Statement.

CONDITION AND COMPONENTS OF THE PROPERTY

226 **14. SELLER REPRESENTATIONS:** Subject to any written disclosures made by Seller as a part of this transaction, Seller makes the following
227 representations to Buyer:

228 (1) The primary dwelling is connected to *(select all that apply)*:

- 229 ☒ A public sewer system
230 ☐ An on-site sewage system
231 ☒ A public water system
232 ☐ A private well
233 ☐ Other (for example, surface springs, cistern, etc.): _____

234 (2) Seller has no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances and
235 equipment. Buyer acknowledges asbestos commonly exists in insulation, ceilings, floor coverings, and other areas in residential housing and
236 may exist in the Property.

237 (3) Seller knows of no material defects in or about the Property.

238 (4) All electrical wiring, heating, cooling, plumbing, irrigation equipment and systems, and the balance of the Property, including the yard, will
239 be in substantially their present condition at the time Buyer is entitled to possession.

240 (5) Seller has no notice of any liens or assessments to be levied against the Property.

241 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.

242 (7) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
243 structures, driveways, and other such improvements) currently existing on the Property and the legal description of the Property.

244 (8) The Property is and will remain fully insured by Seller through Closing.

245 Seller agrees to promptly Notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any
246 previously disclosed material information relating to the Property substantially misleading or incorrect.

247 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (8) are:
248 _____ (For more exceptions see Addendum _____).

249 Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of,
250 Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate,
251 regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither Buyer's nor Seller's
252 Agents will be responsible for conducting any inspection or investigation of any aspect of the Property.

253 **15. "AS-IS":** Except for Seller's agreements and representations in this Agreement or in the Seller's Property Disclosure Statement, if any, Buyer is
254 purchasing the Property "AS-IS," in its present condition and with all defects, apparent or not apparent. This provision will not be construed to limit
255 Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon law.

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

17. HOMEOWNER'S ASSOCIATION / TOWNHOME / PLANNED COMMUNITY: Is the Property a townhome, in a planned community, or does it have a Homeowner's Association? ☐ Yes ☒ No ☐ Unknown
If Yes or Unknown, Buyer has attached OREF 024 – Homeowner's Association / Townhome / Planned Community Addendum to this Agreement. In this Agreement, "townhome" means a connected home where the owner also owns the ground beneath the home, and "planned community" means a residential subdivision (not a condominium or timeshare) in which owners are collectively responsible for part of the subdivision.

18. ALARM SYSTEM: ☐ None ☐ Owned ☐ Leased ☒ Unknown
If Leased, Buyer ☐ will ☒ will not assume the lease at Closing.

19. SMOKE/CARBON MONOXIDE DETECTORS: Within 10 Business Days (ten [10] if not filled in) after the Effective Date, the dwelling will have one or more operating smoke alarms, smoke detectors, and carbon monoxide detectors installed as required by law. Refer to ORS 479.260 for smoke alarms and smoke detectors and ORS 476.725 for carbon monoxide alarms.

20. SMART HOME FEATURES: Does the Property contain any "Smart Home" features? ☐ Yes ☐ No ☒ Unknown
If Yes or Unknown, Seller will identify all Smart Home features in writing within three (3) Business Days after the Effective Date. In addition, Seller will provide all necessary information for Buyer to access the Smart Home features at Closing, unless otherwise agreed in writing.

21. WOODSTOVE/WOOD-BURNING FIREPLACE INSERT:
Does the Property contain a woodstove or wood-burning fireplace insert? ☐ Yes ☒ No
If Yes, Seller will promptly provide Buyer with OREF 046 – Woodstove / Wood Burning Fireplace Insert Addendum.

22. SOLAR PANEL SYSTEM: Does the Property contain solar panels? ☐ Yes ☒ No
If Yes, Seller will promptly provide Buyer with OREF 105 – Solar Panel System Addendum.

23. HOME WARRANTIES: Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? ☐ Yes ☒ No
If Yes, identify plan and cost: _____ \$ _____ To be ordered and paid for by: ☐ Buyer ☐ Seller

24. ADDITIONAL PROVISIONS: None.

_____ For additional provisions, see Addendum _____

ESCROW/CLOSING

25. ESCROW: This transaction will be Closed at First American Title-Denise Adlard ("Escrow"), a neutral escrow company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically prohibited by the U.S. Department of Veterans Affairs (Federal VA). Seller authorizes Seller's Agent to order an owner's title policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's closing costs, and any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's closing costs, and Lender's fees if any. Real estate fees, commissions or other compensation for professional

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real estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the listing agreement, buyer representation agreement, or other written agreement for compensation.

26. PRORATIONS: Rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property will be prorated as of (*select one*): ☒ the Closing Date; ☐ the date Buyer is entitled to possession.

27. UTILITIES: Seller will pay all utility bills accrued to the date Buyer is entitled to possession. Buyer will pay Seller for heating fuel/propane on the Property on the date Buyer is entitled to possession, at Seller's supplier's rate. Payment will be handled between Buyer and Seller outside of Escrow. Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to the date Buyer is entitled to possession unless the parties agree otherwise in writing.

28. EARNEST MONEY DEPOSIT(S): When this Sale Agreement is Signed and Delivered by Buyer and Seller, the following instructions will apply to the handling of the Deposit.

The Deposit will be payable and deposited within 3 Business Days (three [3] if not filled in) after the Effective Date (the "Deposit Deadline") as follows (*select all that apply*):

- ☒ Directly with Escrow;
☐ Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
☐ Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing; and/or
☐ As follows: _____

Upon deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except in accordance with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any withdrawal of the Deposit, it will be considered a breach of this Agreement and will result in a forfeit of the Deposit and termination, at the option of the Seller, of the Buyer's right to purchase.

Caution: The Deposit, payable by the method selected by Buyer above, must be placed with Escrow or Buyer's Agent's Firm's Client Trust account no later than 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of this Agreement.

If an Additional Deposit is to be paid, it will be handled in accordance with the above-selected instructions, or (*describe*): _____

Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms will have no further responsibility to Buyer or Seller regarding said funds.

29.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW: Buyer and Seller instruct Escrow as follows: upon your receipt of a copy of this Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine the transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all Deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

29.2 EARNEST MONEY REFUND TO BUYER: All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but fails to furnish marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer. However, acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

29.3 EARNEST MONEY PAYMENT TO SELLER: If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (1) Buyer has materially misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable, and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

The Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this Agreement is limited to the amount of earnest money paid or agreed to be paid in this Agreement. Seller's right to recover from Buyer any unpaid earnest money agreed to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections below.

Buyer Initials BA / MA Date 11/14/2023

Seller Initials AJK / _____ Date 11/15/2023

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344 **30.1 CLOSING:** Closing will occur on a date mutually agreed on between Buyer and Seller on or before (*insert date*) 01/05/2024
 345 (the "Closing Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and
 346 deposit funds in Escrow prior to that date.

347 Caveat: If Escrow is to prepare documents required under Section 6, Seller must so notify Escrow three (3) days prior to the Closing Deadline.

348 **30.2 THE CLOSING DISCLOSURE:** Pursuant to the TILA-RESPA Integrated Disclosure ("TRID") rule, Buyer and Seller will each receive a "Closing
 349 Disclosure" which, among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential
 350 loan borrower at least three (3) Business Days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which
 351 Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in
 352 Closing to comply with the three-business day rule. Such a delay beyond the Closing Deadline could result in termination of the transaction unless
 353 Seller and Buyer mutually agree to extend it.

354 **31. DEED:** Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's
 355 or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning
 356 ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters
 357 accepted by Buyer pursuant to Section 9 (Title Insurance) above. If Buyer's title will be held in the name of more than one person, see Section 42
 358 (Offer to Purchase) below regarding forms of co-ownership.

359 **32.1 POSSESSION:** Is one or more tenants currently in possession of the Property? (*select one*) ☐ Yes ☒ No

360 If Yes (*select one*):

361 ☐ Seller will remove all tenants prior to Closing, pay any legally-required tenant relocation costs, and deliver possession to Buyer by 5:00
 362 p.m. on the date of Closing.

363 ☐ Buyer will accept all tenants at Closing, and unless provided otherwise in this Agreement, all rents will be prorated as of Closing, and
 364 all deposits held on behalf of tenants by Seller will be transferred to Buyer through Escrow at Closing. Buyer and Seller are encouraged to
 365 attach OREF 070 – Investment Property Addendum to address additional items related to Buyer accepting tenants at Closing.

366 If No, possession of the Property will be delivered by Seller to Buyer (*select one*):

367 ☒ by 5:00 p.m. on the date of Closing;

368 ☐ by _____ ☐ a.m. ☐ p.m. ____ days after Closing;

369 ☐ by _____ ☐ a.m. ☐ p.m. on (*insert date*) _____;

370 Prior to Closing, Seller will remove all of Seller's personal property (including trash).

371 **32.2 DELIVERY OF POSSESSION BEFORE/AFTER CLOSING:** If the parties agree that Seller will deliver possession to Buyer before or after
 372 Closing, Buyer has attached OREF 053 – Agreement to Occupy Before Closing or OREF 054 – Agreement to Occupy After Closing to this Agreement.

TAXES

373 **33.1 OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion of Seller's
 374 proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by
 375 executing and delivering any instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the
 376 provisions of Oregon law.

377 **33.2 FIRPTA TAX WITHHOLDING REQUIREMENT:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a
 378 portion of a Seller's proceeds (up to 15% of the purchase price) if the Seller is a "foreign person" who does not qualify for an exemption. A "foreign
 379 person" is generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

380 If FIRPTA applies (that is, if Seller is a foreign person), then even if there is an exemption, Buyer and Seller must ask Escrow to assist the parties
 381 with FIRPTA compliance (see OREF 092 – Advisory Regarding FIRPTA Tax). Seller's failure to comply with FIRPTA is a material default under this
 382 Agreement.

383 If FIRPTA does not apply (that is, if Seller is not a foreign person), then Seller will deliver to Escrow a Certification of Non-foreign Status provided by
 384 escrow that complies with 26 CFR §1.1445-2 (the "Certificate") prior to Closing. If Seller fails to do so, Seller will be presumed to be a foreign person,

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and the terms of the previous paragraph will apply. Escrow is instructed to act as a "Qualified Substitute" and provide Buyer with a Qualified Substitute Statement that complies with 26 USC §1445(b)(9) at Closing.

If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute), then either Buyer or Seller may move Escrow to another Oregon-licensed escrow agent who is willing to assist with FIRPTA compliance, in which case the parties will equally share any cancellation fees. If due to moving Escrow, this transaction cannot be closed by the Closing Date, the Closing Date will be extended by five (5) Business Days to accommodate the move.

Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes of the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA related law and regulations. For further information, see www.irs.gov.

34. IRC 1031 EXCHANGE: If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with them and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the close of escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to the Closing of this transaction.

35. LEVY OF ADDITIONAL PROPERTY TAXES: The Property (*select one*): ☐ is ☒ is not specially assessed for property taxes (for example, farm, forest, or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, then unless otherwise specifically provided in this Agreement, Buyer will be responsible for and will pay when due, any deferred and/or additional taxes and interest that may be levied against the Property, and will hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, and if Seller did not disclose the upcoming disqualification or loss of status to Buyer in writing prior to Closing, Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all Deposits paid by Buyer in anticipation of Closing; or close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property and hold Buyer completely harmless therefrom. The preceding will not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 35 (Levy of Additional Property Taxes).

36. HISTORIC PROPERTY DESIGNATION: If the Property is or may be subject to a Historic Property local ordinance or is subject to or may qualify for the Historic Property Special Property Tax Assessment under ORS 358.475 to 358.565, Seller will promptly provide OREF 045A – Historic Property Addendum.

DEFINITIONS/MISCELLANEOUS

37. DEFINITIONS: In this Agreement when the words or phrases below begin with an uppercase letter, they have the following meanings:

Agent means Buyer's and Seller's real estate agents licensed in the State of Oregon.

Agreement or "Sale Agreement" means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.

Business Day means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.

Closing, Closed, Closing, or Closing Date mean when the deed or contract is recorded and funds are available to Seller.

Deliver or Delivered means transmission of a document, either by placing it in a U.S. mailbox, taking it to the recipient's address, or placing it in the custody of a delivery service ("Manual Delivery"), or by pushing "send" or "start" on a device that sends facsimiles or in an electronic mail program ("Electronic Delivery").

Deposits means the Deposit and any Additional Deposit described in Section 1 (Parties/Price/Property Description) of this Agreement.

Effective Date means the date when this Agreement has been Signed and Delivered.

Firm means the real estate company with which an Agent is affiliated.

Notice means a written statement delivered using the Notification Method described in Section 38(2) (Miscellaneous).

Notify means delivering a Notice to the other party or their Agent.

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Signed and Delivered means the date and time the Seller and Buyer have: (a) signed a document, and (b) Delivered it to the other party or their Agent. When a document is "Signed and Delivered," the document becomes legally binding on Buyer and Seller, and neither has the ability to withdraw it.

Smart Home Features means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile app. Smart home features may also operate in conjunction with other devices in the home and communicate information to other smart devices.

38. MISCELLANEOUS: The following provisions govern the manner in which the terms of this Agreement will be construed.

(1) **TIME.** Time is of the essence of this Agreement.

(2) **NOTICES.** Except as provided in Section 9 (Title Insurance) above, all written Notices or documents required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. On opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with their preferred means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or other), which will serve as the primary location for receipt of all Notices or documents (the "Notification Method"). Notice will be deemed delivered as of the earliest of:

- (a) the date and time the Notice is sent by email or fax;
- (b) the time the Notice is personally delivered to either the Agent or the Agent's Office; or
- (c) three (3) calendar days after the date the Notice is posted in the U.S. Mail.

(3) **NONPARTIES.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement but are subject to Section 41.3 (Mediation and Arbitration Involving Agents/Firms).

(4) **TIME ZONES.** Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.

(5) **ELECTRONIC TRANSMISSION.** The sending of a signed acceptance of this Agreement via Electronic Transmission from one party (or their Agent) to the other party (or their Agent) will have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 24 (Additional Provisions) of this Agreement.

(6) **BINDING EFFECT.** This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer's rights and responsibilities under this Agreement or in the Property are not assignable without the prior written consent of Seller.

(7) **COUNTERPARTS.** This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.

(8) **DAYS.** Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. Time calculated in days after a triggering event, such as delivery of a document, will start on the first full Business Day after the triggering event, except that the LBP Contingency Period will start on the calendar day after the OREF 021 – Lead-Based Paint Disclosure Addendum is Delivered. If a date is calculated based on the "date Buyer is entitled to possession," and if Buyer will not be entitled to possession of the Property because one or more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.

(9) **DEADLINES.** Except for the LBP Contingency Period identified in Section 12 (Lead-Based Paint Contingency Period), unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, will terminate as of 5:00 p.m. on the last day of that deadline.

DISPUTE RESOLUTION

39. FILING OF CLAIMS: All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively, "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this transaction. All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is situated. Filing a Claim for arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or statute of ultimate repose, and for purposes of filing a *lis pendens*.

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By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the constitutional right to have Claims tried by a judge or jury in State or Federal court, including all issues relating to the arbitrability of Claims.

40. EXCLUSIONS: The following will not constitute Claims:

- (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;
- (2) A forcible entry and detainer action (eviction);
- (3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional Standards Policies of the National Association of REALTORS®;
- (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller contains a mandatory mediation and/or arbitration provision; and
- (5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

41.1 SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of the county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller will have a right to request a jury trial and so remove the matter from the Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

41.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer's or Seller's Agent is a member of the National Association of REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available through the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller will be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing for arbitration.

41.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms will be resolved in accordance with the mediation and arbitration process described in Section 41.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable, the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in that section.

SIGNATURE INSTRUCTIONS

42. OFFER TO PURCHASE: Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral or written statement made by Seller or any Agent that is not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement. Because of the importance of consistent terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC (OREF) for this transaction.

Deed or contract will be prepared in the name of Beatrice Albino, Michael Albino, & Kelly Albino

Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship. Agents are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

This offer will automatically expire on (insert date) 11/15/2023 at 5 ☐ a.m. ☒ p.m. (the "Offer Deadline"). If not accepted by that time, Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be accepted by Seller only in writing.

Buyer Beatrice Albino Date 11/14/2023, 10:32:04 AM PST a.m. p.m. ←

Buyer Michael Albino Date 11/14/2023, 10:34:08 AM PST a.m. p.m. ←

Buyer Initials BA / MA Date 11/14/2023

Seller Initials AKJ Date 11/15/2023

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510 This offer was Delivered by Seller's Agent to Seller for signature on (insert date) 11/15/2023, 01:26:35 PM PST at _____ a.m. _____ p.m. *JL*

511 **43. AGREEMENT TO SELL / ACKNOWLEDGEMENTS:** Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of
 512 this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made
 513 by Buyer or any Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in Section 14 (Seller
 514 Representations) and elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations. Because of the importance
 515 of consistent terminology and compatible documents, Seller has chosen to use this Agreement and the other forms provided by Oregon Real Estate
 516 Forms, LLC (OREF) for this transaction.

517 Seller The City Of Oregon City Date _____ a.m. _____ p.m. ←

518 Seller _____ Date _____ a.m. _____ p.m. ←

519 Note: If delivery/transmission occurs after the Offer Deadline identified at Section 42 (Offer to Purchase) above, this Agreement will not become
 520 binding on Seller and Buyer unless they agree to extend the Offer Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the
 521 parties. The parties' failure to do so will be treated as a rejection under Section 44 (Seller's Rejection) below, and this transaction will be automatically
 522 terminated.

523 **44. SELLER'S REJECTION/COUNTEROFFER** (select only one):

524 ☒ Seller does not accept the above offer, but makes the attached counteroffer.

525 ☐ Seller rejects Buyer's offer.

526 Seller Anthony J. Konkol III The City Of Oregon City Date 11/15/2023, 08:20:04 PM PST _____ a.m. _____ p.m. ←

527 Seller _____ Date _____ a.m. _____ p.m. ←

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Seller Initials AJK / _____ Date 11/15/2023

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SELLER'S COUNTEROFFER No. 1

1 This is a counteroffer to the ☒ Sale Agreement or ☐ Buyer's Counteroffer No. ____.

2 Buyer(s) Kelly Albino, Beatrice Albino, Michael Albino
 3 Seller(s) The City of Oregon City
 4 Property Address or Tax ID # 13445 Gaffney Ln, Oregon City, OR 97045
 5 _____ (the "Property")

6 **1. AGREEMENT TO SELL:** Seller agrees to sell the real and personal property upon the terms and conditions set forth in the Sale Agreement and
 7 subsequent counteroffers where applicable, except as modified as follows:

8 Staff will present the offer at the City Council meeting. Staff anticipates recommending
 9 approval of the offer in its entirety; however, only the City Council has authority to approve
 10 the terms of the offer and the sale. The seller acceptance is expressly contingent upon the
 11 City Council approval.

12 _____
 13 _____
 14 _____
 15 _____
 16 _____
 17 _____
 18 _____
 19 _____ For additional provisions, see Addendum _____

20 All remaining terms and conditions of the Sale Agreement (and other counteroffer(s) where applicable), not otherwise modified, are approved and
 21 accepted by Seller. Time is of the essence. This Seller's Counteroffer shall automatically expire on 11/17/23 at 12 ☐ a.m. ☒ p.m.
 22 (the "Counteroffer Deadline") if not accepted within that time. This Seller's Counteroffer may be accepted by Buyer only in writing. However, Seller
 23 may withdraw this counteroffer before the Counteroffer Deadline at any time prior to Buyer's transmission of signed acceptance.

24 Seller acknowledges receipt of a completely filled-in copy of Buyer's Offer and Seller's Counteroffer, and all subsequent counteroffers where
 25 applicable, which Seller has fully read and understands. Seller acknowledges Seller has not relied on any oral or written statements of any Buyer or
 26 of any Agent(s) that are not expressly contained in the Sale Agreement as amended. Seller has reviewed the Seller Representations made in the
 27 Sale Agreement and will promptly correct, in writing, any inaccurate representations.

28 Seller The City of Oregon City Date _____ a.m. _____ p.m. ←
 29 Seller _____ Date _____ a.m. _____ p.m. ←

30 **2. BUYER'S RESPONSE (select only one):**

- 31 ☐ Buyer accepts Seller's Counteroffer.
 32 ☐ Buyer does not accept Seller's Counteroffer AND Buyer has attached to this agreement Buyer's Counteroffer.
 33 ☐ Buyer rejects Seller's Counteroffer.

34 Buyer acknowledges receipt of signed copies of the Sale Agreement and all subsequent counteroffers, including this Seller's Counteroffer, where
 35 applicable, which Buyer has fully read and understands.

36 Buyer Kelly Albino Date _____ a.m. _____ p.m. ←
 37 Buyer Beatrice Albino Date _____ a.m. _____ p.m. ←

38 This offer was Delivered by Buyer's Agent to Buyer for signature on (insert date) _____ at _____ a.m. _____ p.m.

39 Note: If delivery/transmission occurs after the Counteroffer Deadline identified above, it will not become binding upon Seller and Buyer unless the
 40 parties agree to extend said Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the parties. The parties' failure to do so shall
 41 be treated as a rejection under Buyers Response above, and this transaction shall be automatically terminated.

42 Buyer's Agent Alexandra Hernandez Seller's Agent Jeanie Lovell

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Timberline Mortgage
NMLS# 1826890; 1937859
7430 NE Fremont St
Portland, OR 97213
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MORTGAGE LOAN PRE-APPROVAL
and
VERIFICATION OF AVAILABLE LIQUID ASSET FUNDS

Date: 11/13/2023

Buyer / Borrowers: Beatrice Albino, Michael & Kelly Albino

Property Address: 13445 Gaffney Ln, Oregon City, OR 97045

Purchase Price: \$523,923

Base Loan Amount: \$497,726 (95% LTV loan with 5% down payment of \$26,196)

Total Loan Amount: \$506,437 (loan + 1.75% FHA financed funding fee)

Loan Type: We will utilize the loan option which best suits the financial and particular situation for these buyer/borrowers, and the subject property. *FHA

Pertaining to the above described buyer/borrowers and property address, this will provide notice of preliminary approval for mortgage financing as above noted. We are in receipt of borrowers' employment, asset, and credit documentation, and can attest that these buyers are financially qualified for this purchase transaction, including relevant criteria of credit, income, qualifying ratios, assets, and compliance with loan-specific guidelines.

This will further verify that we have received documentation which verifies their availability of necessary liquid asset funds for the transaction.

If anyone may have any questions, please do not hesitate to contact me.

Charles Kent-Barker
Kuleana Mortgage LLC DBA Timberline Mortgage
Office: 808-935-9350
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charlie.timberline@gmail.com
NMLS #s 1826890 & 1813495

AJK

APPRAISAL OF



LOCATED AT:

13445 Gaffney Ln
Oregon City, OR 97045

CLIENT:

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

AS OF:

August 4, 2021

BY:

Clay Edwards

Residential Appraisal Report

File No. 13445 Gaffn

Item 8a.

PURPOSE	The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.										
	Client Name/Intended User City of Oregon City					E-mail pharris@orcity.org					
	Client Address PO Box 3040, 625 Center Street			City Oregon City			State OR		Zip 97045		
	Additional Intended User(s) The intended users will be City staff who use this information to create a presentation regarding this home, citizens who participate in the public hearing, and the City Commission who is making the decision if we should sell or keep the property.										
Intended Use See Addendum											
SUBJECT	Property Address 13445 Gaffney Ln					City Oregon City		State OR		Zip 97045	
	Owner of Public Record City Of Oregon City					County Clackamas					
	Legal Description SECTION 08 TOWNSHIP 3S RANGE 2E QUARTER BC TAX LOT 00100										
	Assessor's Parcel # 00864719					Tax Year 2020		R.E. Taxes \$ 3,514.00			
	Neighborhood Name Part/Samuel N Vance Dlc 51					Map Reference 3S-2E-08-NW-SW		Census Tract 0226.05			
Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)											
SALES HISTORY	My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.										
	Prior Sale/Transfer:	Date	Price	Source(s) County Assessor / RMLS							
	Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) Subject last sold in 8/31/2010 for \$240,000, terms were cash , was on the market for 189 days										
	Offerings, options and contracts as of the effective date of the appraisal None noted										
NEIGHBORHOOD	Neighborhood Characteristics			One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
	Location	☐ Urban	☒ Suburban	☐ Rural	Property Values	☒ Increasing	☐ Stable	☐ Declining	PRICE	AGE	One-Unit 80 %
	Built-Up	☒ Over 75%	☐ 25-75%	☐ Under 25%	Demand/Supply	☒ Shortage	☐ In Balance	☐ Over Supply	\$(000)	(yrs)	2-4 Unit 5 %
	Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☒ Under 3 mths	☐ 3-6 mths	☐ Over 6 mths	180 Low	0	Multi-Family 5 %
	Neighborhood Boundaries Clackamas River to the north, Central Point/ Beavercreek to the south,				1,825 High		121	Commercial		5 %	
	Redland to the east, and The Willamette River to the west.				490 Pred.		27	Other Park		5 %	
	Neighborhood Description See Addendum										
	Market Conditions (including support for the above conclusions) See General Market Conditions later in the report										
SITE	Dimensions 139*144			Area 20038		Shape Rectangular		View N;Res;			
	Specific Zoning Classification R8			Zoning Description See Attached Addendum							
	Zoning Compliance	☒ Legal	☐ Legal Nonconforming (Grandfathered Use)	☐ No Zoning	☐ Illegal (describe)						
	Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe.										
	Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements—Type		Public	Private		
	Electricity	☒	☐	Water	☒	☐	Street Asphalt	☒	☐		
	Gas	☒	☐	Sanitary Sewer	☒	☐	Alley None	☐	☐		
	Site Comments Subject is located across the street from a school, and is located on a minor arterial street. Neither of these external factors are felt to affect value, although they may affect marketability negatively.										
	IMPROVEMENTS	GENERAL DESCRIPTION			FOUNDATION		EXTERIOR DESCRIPTION materials		INTERIOR materials		
Units		☒ One	☐ One w/Acc. unit	☐ Concrete Slab	☒ Crawl Space	Foundation Walls	Concrete/Avg	Floors	Wood,Carp/Avg		
# of Stories		1		☐ Full Basement	☐ Partial Basement	Exterior Walls	F.Cem,T-111/Avg	Walls	Sheetrock/Avg		
Type		☒ Det.	☐ Att.	☐ S-Det./End Unit	Basement Area	0 sq. ft.	Roof Surface	Comp/New	Trim/Finish	Wood/Avg	
☒ Existing		☐ Proposed	☐ Under Const.	Basement Finish	0 %	Gutters & Downspouts	Metal/Avg	Bath Floor	Tile/Avg		
Design (Style)		Ranch		☐ Outside Entry/Exit	☐ Sump Pump	Window Type	Vinyl/Avg	Bath Wainscot	Tile/Avg		
Year Built		1968				Storm Sash/Insulated	None/Doublepane	Car Storage	☐ None		
Effective Age (Yrs)		20				Screens	Alum/Good	☒ Driveway	# of Cars 3		
Attic		☐ None		Heating	☒ FWA	☐ HW	☐ Radiant	Amenities	☐ WoodStove(s) #	Driveway Surface Concrete Pav.	
☐ Drop Stair		☐ Stairs		☐ Other	Fuel	☒ Fireplace(s) # 1	☒ Fence Fence	☒ Garage	# of Cars 3		
☐ Floor		☐ Scuttle		Cooling	☐ Central Air Conditioning	☒ Patio/Deck Deck	☒ Porch Covered	☐ Carport	# of Cars 0		
☐ Finished		☐ Heated		☐ Individual	☐ Other	☐ Pool	☒ Other Shed	☒ Att.	☐ Det.	☐ Built-in	
Appliances		☐ Refrigerator	☐ Range/Oven	☐ Dishwasher	☐ Disposal	☐ Microwave	☐ Washer/Dryer	☐ Other (describe)			
Finished area above grade contains:		7 Rooms	3 Bedrooms	2.0 Bath(s)	1824 Square Feet of Gross Living Area Above Grade						
Additional Features		The subject has 3 Bedrooms, 2.0 Bathrooms, forced air heating, an attached 3 car garage, a covered porch, a deck and a shed									
Comments on the Improvements The subject is considered to be in average condition. The property has received average maintenance. There are some boards that need to be replaced on the deck. The Subject recently has had a new roof installed. There is some bare wood that needs paint and failing paint that needs repair on the fascia boards. The whole house could use a new coat of paint and it is recommended that it is painted prior to selling as this can improve marketability. The Subject's garage is a oversized 3 car garage with storage above the garage. The interior is in average condition that is not updated to current market tastes. It has been updated since it was built with oak cabinets, vinyl countertops, tile floors and newer appliances. Tile and wood floors that are in average condition. Remodeling the kitchen could potentially return an additional \$20k-\$30k in a hypothetical sale.											

Residential Appraisal Report

File No. 13445 Gaffn

Item 8a.

SALES COMPARISON APPROACH

FEATURE	SUBJECT			COMPARABLE SALE NO. 1			COMPARABLE SALE NO. 2			COMPARABLE SALE NO. 3																	
13445 Gaffney Ln Address Oregon City				11805 Partlow Rd Oregon City, OR 97045			377 Elmwood Ct Oregon City, OR 97045			11568 Finnegans Way Oregon City, OR 97045																	
Proximity to Subject				1.68 miles NW			1.74 miles NW			2.14 miles SW																	
Sale Price	\$						\$ 526,000						\$ 448,000														
Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.			\$ 287.27 sq. ft.						\$ 311.69 sq. ft.						\$ 300.27 sq. ft.											
Data Source(s)				RMLS #21205555;DOM 9						RMLS #21119740;DOM 0						RMLS #21037738;DOM 3											
Verification Source(s)				Doc #58589 APN 00759771						Doc #48878 APN 00855426						Doc #55607 APN 00762669											
VALUE ADJUSTMENTS	DESCRIPTION			DESCRIPTION			+(-) \$ Adjustment			DESCRIPTION			+(-) \$ Adjustment			DESCRIPTION			+(-) \$ Adjustment								
Sale or Financing Concessions				ArmLth Conv;0						ArmLth Cash;0						ArmLth Conv;0											
Date of Sale/Time				s06/21;c04/21						s05/21;c04/21						s06/21;c05/21											
Location	N;BsyRd;			N;BsyRd;						N;Res;						N;Res;											
Leasehold/Fee Simple	Fee Simple			Fee Simple						Fee Simple						Fee Simple											
Site	20038			21780 sf						16271 sf						14503 sf											
View	N;Res;			N;Res;						N;Res;						N;Res;											
Design (Style)	DT1;Ranch			DT1;Traditional						DT1;Ranch						DT1;Ranch											
Quality of Construction	Average			Average						Average						Q4											
Actual Age	53			54						50						45											
Condition	Average			Good			-20,000			Good			-20,000			Average											
Above Grade	Total	Bdrms.	Baths	Total	Bdrms.	Baths				Total	Bdrms.	Baths				Total	Bdrms.	Baths									
Room Count	7	3	2.0	7	3	2.0				7	3	2.0				7	3	2.0									
Gross Living Area 155.00	1824 sq. ft.			1,831 sq. ft.			-1,000			1,548 sq. ft.			43,000			1,492 sq. ft.			51,000								
Basement & Finished Rooms Below Grade				0sf						0sf						0sf											
Functional Utility	Average			Average						Average						Average											
Heating/Cooling	FWA			FWA C/Air			-5,000			C/Air Dctls C/Air			-5,000			MiniSplt											
Energy Efficient Items	None			None						None						None											
Garage/Carport	3ga3dw			2cp2dw			10,000			2ga2dw			10,000			2ga2dw			10,000								
Porch/Patio/Deck	Porch/Deck			Porch/Patio						Porch/Patio						Porch											
Fireplaces	1F/P			1F/P						None						1F/P											
Exterior Features	Shed			Shed						Shed						None											
SP/OLP %	N/A			110.74%						112.21%						104.19%											
Net Adjustment (Total)				☐ + ☒ -			\$ 16,000			☒ + ☐ -			\$ 28,000			☒ + ☐ -			\$ 61,000								
Adjusted Sale Price of Comparables				Net Adj. -3.0%						Net Adj. 5.8%						Net Adj. 13.6%						Gross Adj. 13.6%			\$ 509,000		
				Gross Adj. 6.8%			\$ 510,000			Gross Adj. 16.2%			\$ 510,500			Gross Adj. 13.6%			\$ 509,000								

Summary of Sales Comparison Approach See Addendum

COST APPROACH

COST APPROACH TO VALUE

Site Value Comments The allocation method was utilized in arriving at the opinion of site value. Based on allocation, the opinion of site value is \$250,000.

ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW	OPINION OF SITE VALUE = \$ 250,000			
Source of cost data DwellingCost	Dwelling 1824	Sq. Ft. @ \$ 163.00.....	= \$ 297,312	
Quality rating from cost service 4.0 Effective date of cost data 8/4/2021	Sq. Ft. @ \$ = \$			
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Patios/Porches			12,299
Cost data was modified using a multiplier based on the zip code 97045. The quality rating of 4.0 describes a property that is custom or tract built using materials that meet the uniform building code, but may be finished with above average materials.	Garage/Carport 960	Sq. Ft. @ \$ 51.00.....	= \$ 48,960	
A dwelling that was originally built using average quality material and practices, and later remodeled and/or updated with good quality materials, may fall into this category.	Total Estimate of Cost-New			= \$ 358,571
	Less 50 Physical	Functional	External	
	Depreciation \$143,428			= \$ (143,428)
	Depreciated Cost of Improvements			= \$ 215,143
	"As-is" Value of Site Improvements			= \$
	Entrepreneurial Incentive			46,000
	INDICATED VALUE BY COST APPROACH			= \$ 511,100

INCOME

INCOME APPROACH TO VALUE

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

RECONCILIATION

Indicated Value by: Sales Comparison Approach \$510,000 Cost Approach (if developed) \$ 511,100 Income Approach (if developed) \$

This appraisal is made ☒ "as is," ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed ☐ subject to the following:

Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report is \$ 510,000 as of 08/04/2021 , which is the effective date of this appraisal.

Residential Appraisal Report

File No. 13445 Gaffn

Item 8a.

SALES COMPARISON APPROACH

FEATURE		SUBJECT		COMPARABLE SALE NO. 4			COMPARABLE SALE NO. 5			COMPARABLE SALE NO. 6			
13445 Gaffney Ln				15300 S Maplelane Rd			12025 Mccord Heights Ct			13868 Cleveland St			
Address Oregon City				Oregon City, OR 97045			Oregon City, OR 97045			Oregon City, OR 97045			
Proximity to Subject				2.12 miles NE			1.39 miles NW			3.25 miles NE			
Sale Price		\$		\$ 495,000			\$ 549,900			\$ 579,000			
Sale Price/Gross Liv. Area		\$ 0.00 sq. ft.		\$ 277.47 sq. ft.			\$ 296.60 sq. ft.			\$ 270.69 sq. ft.			
Data Source(s)				RMLS #20689506;DOM 4			RMLS #21494350;DOM			RMLS #21507872;DOM 19			
Verification Source(s)				Doc #4960 APN 00839659			APN 05000519			APN 00560459			
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		+(-) \$ Adjustment	DESCRIPTION		+(-) \$ Adjustment	DESCRIPTION		+(-) \$ Adjustment	
Sale or Financing Concessions				ArmLth Conv;0			Listing			Listing			
Date of Sale/Time				s01/21;c12/20			Active			c08/21			
Location		N;BsyRd;		N;Res;			N;Res;			N;Res;			
Leasehold/Fee Simple		Fee Simple		Fee Simple			Fee Simple			Fee Simple			
Site		20038		24409 sf			13490 sf		3\	13126 sf			
View		N;Res;		N;Res;			N;Res;			N;Res;			
Design (Style)		DT1;Ranch		DT1;Ranch			DT1;Ranch			DT1;Ranch			
Quality of Construction		Average		Average			Good		-10,000	Average			
Actual Age		53		49			22			53			
Condition		Average		Average			Good		-20,000	Average			
Above Grade		Total	Bdrms.	Baths	Total	Bdrms.	Baths	Total	Bdrms.	Baths	Total	Bdrms.	Baths
Room Count		7	3	2.0	8	3	2.0	7	3	2.0	9	3	2.1
Gross Living Area155.00		1824 sq. ft.		1,784 sq. ft.		6,000	1,854 sq. ft.		-5,000	2,139 sq. ft.		-49,000	
Basement & Finished Rooms Below Grade				0sf			0sf			0sf			
Functional Utility		Average		Average			Average			Average			
Heating/Cooling		FWA		FWA			FWA C/Air		-5,000	FWA C/Air		-5,000	
Energy Efficient Items		None		None			None			None			
Garage/Carport		3ga3dw		2gd2dw		10,000	3ga3dw			2ga2dw		10,000	
Porch/Patio/Deck		Porch/Deck		Porch/Deck			Porch			Porch/Patio			
Fireplaces		1F/P		1F/P			1F/P			2F/P			
Exterior Features		Shed		Shop			None			Shed			
SP/OLP %		N/A		107.61%			N/A			N/A			
Net Adjustment (Total)				☒ + ☐ -	\$ 16,000		☐ + ☒ -	\$ 39,997		☐ + ☒ -	\$ 44,000		
Adjusted Sale Price of Comparables				Net Adj. 3.2%			Net Adj. -7.3%			Net Adj. -7.6%			
				Gross Adj. 3.2%	\$ 511,000		Gross Adj. 7.3%	\$ 509,903		Gross Adj. 11.1%	\$ 535,000		

Summary of Sales Comparison Approach See Addendum

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as " the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
8. The appraiser specializes in the valuation of real property and is not a home inspector, building contractor, structural engineer, or similar expert, unless otherwise noted. The appraiser did not conduct the intensive type of field observations of the kind intended to seek and discover property defects. The viewing of the property and any improvements is for purposes of developing an opinion of the defined value of the property, given the intended use of this assignment. Statements regarding condition are based on surface observations only. The appraiser claims no special expertise regarding issues including, but not limited to: foundation settlement, basement moisture problems, wood destroying (or other) insects, pest infestation, radon gas, lead based paint, mold or environmental issues. Unless otherwise indicated, mechanical systems were not activated or tested.

This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

Unless otherwise noted, the appraiser assumes the components that constitute the subject property improvement(s) are fundamentally sound and in working order.

Any viewing of the property by the appraiser was limited to readily observable areas. Unless otherwise noted, attics and crawl space areas were not accessed. The appraiser did not move furniture, floor coverings or other items that may restrict the viewing of the property.

9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.
10. Unless the intended use of this appraisal specifically includes issues of property insurance coverage, this appraisal should not be used for such purposes. Reproduction or Replacement cost figures used in the cost approach are for valuation purposes only, given the intended use of the assignment. The Definition of Value used in this assignment is unlikely to be consistent with the definition of Insurable Value for property insurance coverage/use.

11. The ACI General Purpose Appraisal Report (GPARTM) is not intended for use in transactions that require a Fannie Mae 1004/Freddie Mac 70 form, also known as the Uniform Residential Appraisal Report (URAR).

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
- 4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- 8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
- 9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

Additional Certifications:

Definition of Value: ☒ Market Value ☐ Other Value: _____
Source of Definition: The Appraisal Institute's The Dictionary of Real Estate Appraisal, 6th Edition
The most probable price as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably and, for self-interest, and assuming that neither is under undue duress.

ADDRESS OF THE PROPERTY APPRAISED:
13445 Gaffney Ln
Oregon City, OR 97045
EFFECTIVE DATE OF THE APPRAISAL: 08/04/2021
APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 510,000

APPRAISER

Signature: Clay Edwards
Name: Clay Edwards
State Certification #: CR00257
or License #
or Other (describe): State #:
State: OR
Expiration Date of Certification or License: 09/30/2021
Date of Signature and Report: 08/10/2021
Date of Property Viewing: 08/04/2021
Degree of property viewing:
☒ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

SUPERVISORY APPRAISER

Signature:
Name:
State Certification #
or License #
State:
Expiration Date of Certification or License:
Date of Signature:
Date of Property Viewing:
Degree of property viewing:
☐ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

Client: City of Oregon City	File No.: 13445 Gaffney Lane
Property Address: 13445 Gaffney Ln	Case No.:
City: Oregon City	State: OR Zip: 97045

REPORT TYPE

This real property appraisal report has been prepared under the Uniform Standards of Appraisal Practice option entitled “Appraisal Report”.

This report is considered to be an Appraisal Report as defined by Standards Rule 2-2 of the USPAP. No liability is assumed for the structural or mechanical elements of the property.

SCOPE OF WORK

Subject Property Identification:

The appraiser has viewed all readily accessible areas of the dwelling (and any other building structure located on the property). This complete visual inspection is not intended to be the same depth or for the same purpose as a home inspection. The appraiser has viewed the property solely for valuation purposes and to observe property characteristics that a typical purchaser would consider in their decision making process, as well as those items outlined in the assumptions and limited conditions and certification to this appraisal. Personal property was not included in the appraised value.

Sources of Information:

The appraisal is based on the information gathered from public records; viewing of the subject property, neighborhood and comparable properties; and other sources specifically identified in this report. When conflicting information has been discovered, the sources deemed most reliable have been used.

County Assessor (CMAP)
RMLS- Regional Multiple Listing Service

INTENDED USERS and INTENDED USE

The intended user of this appraisal report is the client. The intended use is to evaluate the property that is the subject of this appraisal, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and definition of fair market value. No additional Intended Users are identified by the appraiser.

The Appraiser has not identified any purchaser, real estate agent, borrower or seller as an intended user of this appraisal and no such party should use or rely on this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use. This appraisal is not intended to be used or relied on by borrower; Appraiser shall not have any liability to a borrower for such use of this appraisal. This appraisal report should not serve as the basis for any property purchase decision or any appraisal contingency in a purchase agreement relating to the property.

SUBJECT SECTION

Occupancy/Utilities

-At the time of inspection the subject property was occupied by a tenant and all utilities were on and functioning.

NEIGHBORHOOD SECTION

Neighborhood Description

Oregon City is the county seat of Clackamas County, Oregon, United States, located on the Willamette River near the southern limits of the Portland metropolitan area. Established in 1829 by the Hudson's Bay Company, in 1844 it became the first U.S. city west of the Rocky Mountains to be incorporated. As of the 2010 census, the city population was 31,859.

The town is divided into upper and lower areas. The lower area is on a bench next to the Willamette River. The upper area is atop a bluff composed of Canemah basalt, which flowed about 2.5 million years ago from a vent 7.5 miles (12 km) to the southeast in the Boring Lava Field. For many years, trails connected the two levels, but stairs were built in the 19th century. In 1915 the town built the water-powered Oregon City Municipal Elevator to connect the two parts, which was converted to electricity in the 1920s. In 1952, a new electric elevator was constructed with the specification that it was to be "as plain as possible and without ornament."

According to the United States Census Bureau, the city has a total area of 9.29 square miles (24.06 km2), of which, 9.05 square miles (23.44 km2) is land and 0.24 square miles (0.62 km2) is water. The major waterways of Oregon City include the Willamette River, which flows along the northwest side of the city, and the Clackamas River, which merges with the larger Willamette to the north of the city. The Willamette forms the boundary between Oregon City and West Linn; the Clackamas serves as the boundary between Oregon City and Gladstone.

For much of its existence, Oregon City's economy has been dominated by the forestry industry, until the decline of the Pacific Northwest lumber industry started in the 1980s. At its height, several mills operated in the city and surrounding communities. The last paper mill in the immediate vicinity closed in 2017.

With the growth of the Portland Metro region, Oregon City has become largely a suburb of Portland. Tourism is a growing sector with the emphasis on the city's history and the major renovation of the Willamette Falls into a public-access mixed-use space through the Willamette Falls Legacy Project.

Oregon City has over 22 city parks. One of the city's larger parks is Clackamette Park, at the confluence of the Clackamas and Willamette Rivers. The park's features include RV camping, a boat launch and dock, a skateboard park, and other recreational facilities. Several community festivals are held there throughout the year. Other major parks include Chapin, Hillendale, Rivercrest, and the new Wesley Lynn.

ct's market area and the time adjustment part of the addendum, and general market conditions in the extra map sections.

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Covid-19 Statement

On March 13, 2020, the United States Government declared a “National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak”, which was in effect on the Effective Date of this Appraisal Report. This appraisal report was performed pursuant to the Uniform Standards of Professional Appraisal Practice (“USPAP”) and was based on information and comparable sales available on that date. **At this time, the effect of COVID-19 on the value of the Subject Property or the value of the real estate market in the area of the Subject property appears to be minimal and does not appear to be negative.** Comparable sales included in this analysis have been exposed to similar market conditions as the Subject property. The analysis and value opinion in this appraisal are based on the data available to the appraiser at the time of the assignment and apply only as of the effective date indicated. No analysis or opinions contained in this appraisal should be construed as predictions of future market conditions or value.

Current market conditions are extreme: including record low inventory, record high lumber prices, record low interest rates and demographic changes as the bulk of the millennial generation, (the largest generation in the history of the United States) reaches home buying age.

The following monthly market conditions are included to tell the story of how the Portland, Oregon Market has reacted to the Covid-19 Crisis. It includes a trend of falling inventory to record low levels and increasing median and average prices year over year.

Market Conditions

In the Portland Metro Area in March 2020 New listings, at 3,468, decreased 1.0% from March 2019 (3,504) and rose 25.7% from February 2020 (2,759). Pending sales (2,347) decreased 14.3% over the 2,738 offers accepted in March 2019, and fell 9.7% from the 2,598 offers accepted last month in February 2020. Closed sales (2,356) rose 7.9% from the 2,183 closings recorded last year in March 2019 and increased 24.2% compared with the 1,897 closings recorded last month in February 2020. Comparing the first three months of 2020 to the same period in 2019, new listings (9,041) have held steady, pending sales (6,935) increased 1.1%, and closed sales (6,048) have increased 10.5%. **Comparing 2020 to 2019 through March, the average sale price has increased 4.1% from \$443,500 to \$461,600. In the same comparison, the median sale price has increased 5.1% from \$395,000 to \$415,000.**

In the Portland Metro Area in April 2020 New listings, at 2,847, decreased 32.4% from April 2019 (4,210) and fell 17.9% from March 2020 (3,468). Pending sales (2,041) decreased 34.2% from the 3,102 offers accepted in April 2019, and fell 13.0% from the 2,347 offers accepted in March 2020. Closed sales (2,015) decreased 16.4% from the 2,409 closings recorded in April 2019 and decreased 14.5% from the 2,356 closings recorded in March 2020. Inventory increased to 2.4 months in April. Total market time decreased to 44 days. Comparing the first four months of 2020 to the same period in 2019, new listings (11,950) decreased 10.1%, pending sales (8,835) decreased 10.4%, and closed sales (8,160) increased 2.9%. **Comparing 2020 to 2019 through April, the average sale price has increased 4.3% from \$445,900 to \$465,200. In the same comparison, the median sale price has increased 3.9% from \$399,600 to \$415,100.**

In May 2020 New listings (3,419) decreased 30.3% from the 4,902 listed in May 2019, and increased 20.1% from the 2,847 listed in April 2020. Pending sales (3,112) decreased 5.5% from the 3,292 offers accepted in May 2019, and increased 52.5% from the 2,041 offers accepted in April 2020. Closed sales (1,963) decreased 33.9% from the 2,969 closings in May 2019, and decreased 2.6% from the 2,015 closings in April 2020. Inventory decreased to 2.3 months in May. Total market time decreased to 38 days. Comparing the first five months of 2020 to the same period in 2019, new listings (15,409) decreased 15.6%, pending sales (11,846) decreased 9.0%, and closed sales (10,173) decreased 7.4%. **Comparing 2020 to 2019 through May, the average sale price has increased 2.8% from \$452,700 to \$465,600. In the same comparison, the median sale price has increased 4.1% from \$402,400 to \$419,000.**

In June 2020 New listings (3,658) decreased 14.6% from the 4,281 listed in June 2019, and increased 7.0% from the 3,419 listed in May 2020. Pending sales (3,654) increased 18.5% from the 3,083 offers accepted in June 2019, and increased 17.4% from the 3,112 offers accepted in May 2020. Closed sales (2,709) decreased 1.7% from the 2,756 closings in June 2019, and increased 38.0% from the 1,963 closings in May 2020. Inventory decreased to 1.5 months in June. Total market time increased to 42 days. Comparing the first six months of 2020 to the same period in 2019, new listings (19,112) decreased 15.4%, pending sales (15,398) decreased 3.5%, and closed sales (12,955) decreased 6.4%. **Comparing 2020 to 2019 through June, the average sale price has increased 2.6% from \$456,700 to \$468,500. In the same comparison, the median sale price has increased 3.9% from \$407,000 to \$423,000.**

In July 2020 New listings (4,236) increased 6.8% from the 3,966 listed in July 2019, and increased 15.8% from the 3,658 listed in June 2020. Pending sales (3,656) increased 21.9% from the 2,998 offers accepted in July 2019, and increased 0.1% from the 3,654 offers accepted in June 2020. Closed sales (3,391) increased 15.2% from the 2,944 closings in July 2019, and increased 25.2% from the 2,709 closings in June 2020. Inventory decreased to 1.2 months in July. Total market time held steady at 42 days. Comparing the first seven months of 2020 to the same period in 2019, new listings (23,430) decreased 12.0%, pending sales (18,904) increased 0.7%, and closed sales (16,434) decreased 2.8%. **Comparing 2020 to 2019 through July, the average sale price has increased 3.7% from \$458,300 to \$475,400. In the same comparison, the median sale price has increased 4.5% from \$408,000 to \$426,500.**

In August 2020 New listings (3,885) increased 3.4% from the 3,757 listed in August 2019, and decreased 8.3% from the 4,236 listed in July 2020. Pending sales (3,697) increased 26.2% from the 2,929 offers accepted in August 2019, and increased 1.1% from the 3,656 offers accepted in July 2020. Closed sales (3,149) increased 8.5% from the 2,901 closings in August 2019, and decreased 7.1% from the 3,391 closings in July 2020. Inventory increased to 1.3 months in August. Total market time decreased to 41 days. Comparing the first eight months of 2020 to the same period in 2019, new listings (27,379) decreased 10.1%, pending sales (22,455) increased 4.0%, and closed sales (19,683) decreased 1.1%. **Comparing 2020 to 2019 through August, the average sale price has increased 4.8% from \$458,900 to \$481,000. In the same comparison, the median sale price has increased 4.9% from \$410,000 to \$430,000.**

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In September 2020 New listings (3,264) decreased 5.9% from the 3,470 listed in September 2019, and decreased 16.0% from the 3,885 listed in August 2020. Pending sales (3,152) increased 17.3% from the 2,686 offers accepted in September 2019, and decreased 14.7% from the 3,697 offers accepted in August 2020. Closed sales (3,251) increased 36.8% from the 2,377 closings in September 2019, and increased 3.2% from the 3,149 closings in August 2020. Inventory decreased to 1.1 months in September. Total market time decreased to 38 days. Comparing the first nine months of 2020 to the same period in 2019, new listings (30,715) decreased 9.6%, pending sales (25,453) increased 5.5%, and closed sales (23,033) increased 2.8%. **Comparing 2020 to 2019 through September, the average sale price has increased 5.7% from \$458,900 to \$485,200. In the same comparison, the median sale price has increased 5.7% from \$410,000 to \$433,500.**

In October 2020 New listings (3,515) increased 14.7% from the 3,064 listed in October 2019, and increased 7.7% from the 3,264 listed in September 2020. Pending sales (3,199) increased 24.2% from the 2,575 offers accepted in October 2019, and increased 1.5% from the 3,152 offers accepted in September 2020. Closed sales (3,155) increased 21.9% from the 2,588 closings in October 2019, and decreased 3.0% from the 3,251 closings in September 2020. Inventory and Total Market Time Inventory held steady at 1.1 months in October, and continues to be the lowest on RMLS™ record. Total market time held steady at 38 days. Year-to-Date Summary Comparing the first ten months of 2020 to the same period in 2019, new listings (34,307) decreased 7.5%, pending sales (28,518) increased 7.2%, and closed sales (26,298) increased 4.8%. **Comparing 2020 to 2019 through October, the average sale price has increased 6.5% from \$459,000 to \$489,000. In the same comparison, the median sale price has increased 6.1% from \$410,000**

In November 2020 New listings (2,238) increased 5.7% from the 2,118 listed in November 2019, and decreased 36.3% from the 3,515 listed in October 2020. Pending sales (2,557) increased 12.4% from the 2,274 offers accepted in November 2019, and decreased 20.1% from the 3,199 offers accepted in October 2020. Closed sales (2,745) increased 25.3% from the 2,191 closings in November 2019, and decreased 13.0% from the 3,155 closings in October 2020. **Inventory and Total Market Time Inventory decreased to 1.0 months in November, the lowest on RMLS™ record.** Total market time increased to 41 days. Year-to-Date Summary Comparing the first eleven months of 2020 to the same period in 2019, new listings (36,619) decreased 6.7%, pending sales (30,933) increased 7.5%, and closed sales (29,159) increased 6.5%. **Comparing 2020 to 2019 through November, the average sale price has increased 7.1% from \$459,300 to \$492,000. In the same comparison, the median sale price has increased 6.8% from \$410,000 to \$438,000.**

In December New listings (1,740) increased 37.0% from the 1,270 listed in December 2019, and decreased 22.3% from the 2,238 listed in November 2020. Pending sales (2,003) increased 13.0% from the 1,772 offers accepted in December 2019, and decreased 21.7% from the 2,557 offers accepted in November 2020. Closed sales (2,789) increased 26.0% from the 2,213 closings in December 2019, and increased 1.6% from the 2,745 closings in November 2020. **Inventory and Total Market Time Inventory decreased to 0.8 months in December, the lowest on RMLS™ record.** Total market time decreased to 40 days. Year-to-Date Summary Comparing the twelve months of 2020 to the same period in 2019, new listings (38,442) decreased 5.3%, pending sales (32,849) increased 7.9%, and closed sales (32,031) increased 7.8%. **Comparing 2020 to 2019 through December, the average sale price has increased 7.6% from \$459,200 to \$494,000. In the same comparison, the median sale price has increased 7.3% from \$410,000 to \$440,000.**

In January 2021 New listings (2,579) decreased 6.4% from the 2,754 listed in January 2020, and increased 48.2% from the 1,740 listed in December 2020. Pending sales (2,496) increased 9.9% from the 2,271 offers accepted in January 2020, and increased 24.6% from the 2,003 offers accepted in December 2020. Closed sales (1,847) increased 11.1% from the 1,663 closings in January 2020, and decreased 33.8% from the 2,789 closings in December 2020. Inventory increased to 1.0 months in January. Total market time increased to 44 days. Year-to-Date Summary Comparing the first month of 2021 to the same period in 2020, new listings (2,579) decreased 6.4%, pending sales (2,496) increased 9.9%, and closed sales (1,847) increased 11.1%. **Average and Median Sale Prices Comparing 2021 to 2020 through January, the average sale price has increased 11.2% from \$463,000 to \$514,700. In the same comparison, the median sale price has increased 13.3% from \$406,000 to \$460,000.**

In February 2021 Residential Highlights New listings (2,474) decreased 10.3% from the 2,759 listed in February 2020, and decreased 4.1% from the 2,579 listed in January 2021. Pending sales (2,208) decreased 15.0% from the 2,598 offers accepted in February 2020, and decreased 11.5% from the 2,496 offers accepted in January 2021. Closed sales (1,978) increased 4.3% from the 1,897 closings in February 2020, and increased 7.1% from the 1,847 closings in January 2021. **Inventory held steady at 1.0 months in February.** Total market time decreased to 42 days. Year-To-Date Summary: Comparing the first two months of 2021 to the same period in 2020, new listings (5,093) decreased 8.1%, pending sales (4,643) decreased 3.1%, and closed sales (3,870) increased 7.0%. **Average and Median Sale Prices Comparing 2021 to 2020 through February, the average sale price has increased 14.8% from \$460,200 to \$528,500. In the same comparison, the median sale price has increased 15.3% from \$407,500 to \$470,000.**

March 2021 Residential Highlights New listings (3,465) decreased 0.1% from the 3,468 listed in March 2020, and increased 40.1% from the 2,474 listed in February 2021. Pending sales (3,346) increased 42.6% from the 2,347 offers accepted in March 2020, and increased 51.5% from the 2,208 offers accepted in February 2021. Closed sales (2,556) increased 8.5% from the 2,356 closings in March 2020, and increased 29.2% from the 1,978 closings in February 2021. Inventory and Total Market Time Inventory decreased to 0.8 months in March. Total market time decreased to 37 days. Year-To-Date Summary Comparing the first three months of 2021 to the same period in 2020, new listings (8,630) decreased 4.5%, pending sales (7,930) increased 14.3%, and closed sales (6,488) increased 7.3%. **Average and Median Sale Prices Comparing 2021 to 2020 through March, the average sale price has increased 16.6% from \$461,600 to \$538,200. In the same comparison, the median sale price has increased 14.9% from \$415,000 to \$477,000.**

April 2021 Residential Highlights New listings (4,065) increased 42.8% from the 2,847 listed in April 2020, and increased 17.3% from the 3,465 listed in March 2021. Pending sales (3,400) increased 66.6% from the 2,041 offers accepted in April 2020, and increased 1.6% from the 3,346 offers accepted in March 2021. Closed sales (2,946) increased 46.2% from the 2,015 closings in April 2020, and increased 15.3% from the 2,556 closings in March 2021. Inventory and Total Market Time Inventory held steady at 0.8 months in April. Total market time decreased to 27 days. Year-To-Date Summary Comparing the first four months of 2021 to the same period in 2020, new listings (12,778) increased 6.9%, pending sales (11,249) increased 27.3%, and closed sales (9,481) increased 16.2%. **Average and Median Sale Prices Comparing 2021 to 2020**

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through April, the average sale price has increased 16.9% from \$465,200 to \$543,900. In the same comparison, the median sale price has increased 16.8% from \$415,100 to \$484,900.

May 2021 Residential Highlights New listings (3,971) increased 16.1% from the 3,419 listed in May 2020, and decreased 2.3% from the 4,065 listed in April 2021. Pending sales (3,717) increased 19.4% from the 3,112 offers accepted in May 2020, and increased 9.3% from the 3,400 offers accepted in April 2021. Closed sales (3,183) increased 62.1% from the 1,963 closings in May 2020, and increased 8.0% from the 2,946 closings in April 2021. Inventory and Total Market Time Inventory held steady at 0.7 months in May. Total market time decreased to 22 days. Year-To-Date Summary Comparing the first five months of 2021 to the same period in 2020, new listings (16,842) increased 9.3%, pending sales (14,864) increased 25.5%, and closed sales (12,737) increased 25.2%. **Average and Median Sale Prices Comparing 2021 to 2020 through May, the average sale price has increased 18.9% from \$465,600 to \$553,500. In the same comparison, the median sale price has increased 17.0% from \$419,000 to \$490,200.**

In June 2021 New listings (4,298) increased 17.5% from the 3,658 listed in June 2020, and increased 8.2% from the 3,971 listed in May 2021. Pending sales (3,534) decreased 3.3% from the 3,654 offers accepted in June 2020, and decreased 4.9% from the 3,717 offers accepted in May 2021. Closed sales (3,477) increased 28.3% from the 2,709 closings in June 2020, and increased 9.2% from the 3,183 closings in May 2021. Inventory and Total Market Time Inventory increased to 0.8 months in June. Total market time decreased to 21 days. Year-To-Date Summary Comparing the first six months of 2021 to the same period in 2020, new listings (21,226) increased 11.1%, pending sales (18,291) increased 18.8%, and closed sales (16,272) increased 25.6%. **Average and Median Sale Prices Comparing 2021 to 2020 through June, the average sale price has increased 20.1% from \$468,500 to \$562,700. In the same comparison, the median sale price has increased 18.2% from \$423,000 to \$500,000.**

Predominant Price

-The subject's estimated market value is noted to vary from that of the neighborhood predominant price, this is typical. The subject is not felt to be an over or under Improvement for the market.

HIGHEST AND BEST USE

The appraiser has concluded the highest and best use of the property, as improved, to be its current use. This opinion is supported by the fact that the improved property is physically possible (see improvements description and pictures), is a legal use (see site section/zoning), is financially feasible (see sales comparison approach for sales of similar properties) and is considered to be the maximally productive use (improvements contribute positively to the site and it would not be feasible to change them to a more productive use without substantial capital improvement).

ADDITIONAL FEATURES/IMPROVEMENTS

Actual Age vs. Effective Age

-It is noted that the subject's actual and effective ages differ by more than 10 years. This can be attributed to adequate maintenance.

COMMENTS ON SALES COMPARISON

Adjustment Development and Support

By bracketing the Subject property's amenities, with the amenities featured in the comparable sales, a complex paired sales analysis was performed from which the adjustments were derived through a sensitivity analysis.

The following adjustments were developed using this sensitivity analysis - varying the adjustment amount until market value indication variances were reduced as much as possible. Adjustments were derived via sensitivity analysis unless other wise noted.

Adjustments were further supported by the fact that the adjusted sales price range of the comparable sales narrowed as a result of applying those adjustments.

The comparable sales and listings selected include properties which are similar in the most substantive elements of comparison including location, GLA, age, design and condition.

Comparable Search Parameters

In my research for comparables, I used the following parameters: similar in size, age, condition, design, use/utility, located within 3 miles and sold within 12 months.

All of the comparables used in this report are felt to be within the subject's market area.

Time Adjustments

Time adjustments were deemed unnecessary.

Condition Adjustments

Quality and condition adjustments are made to comparables based on the information obtained from the drive-by inspection of each property as well as the information available from MLS agent detail reports, MLS photographs, and county records. Actual age differences are taken into consideration when making condition adjustments and therefore separate age adjustments are not necessary.

Condition adjustments were applied to comparables #1, #2, & #5. Adjustments were applied to comparables based on a superior overall condition including updated kitchens.

Quality Adjustments

Quality adjustments were applied to comparables #5. Adjustments were applied to comparable #5 based on a superior

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overall build quality and age.

Garage Adjustments

Garage adjustments were made at \$10,000 per stall.

HVAC Adjustments

HVAC adjustments were made at \$5,000 for Air conditioning.

Site Adjustments

Site adjustments were not deemed necessary

GLA Adjustments

-Adjustments for GLA were made at \$155 per square foot and were rounded to the nearest \$1000.

Sales Price to list Price Adjustments / Actives & Pending

-I have considered relevant competitive listing contract offerings in performing this appraisal, and any trend indicated by that data is supported by the listing/offering information included in this report.

FINAL RECONCILIATION

While all comparables share many meaningful attributes with the Subject property and support the appraised value, Comparable #1 was given the most weight during the reconciliation process as it is a recent sale and It also emulates the Subject's location on a busy road, has a similar GLA and age. It is considered to be superior to the Subject based on a superior overall condition including a superior kitchen with granite countertops.

Comparable #2 emulates the Subject's bedroom bathroom count. It is considered to be inferior to the Subject based on an inferior GLA. It has a superior overall updated condition.

Comparable #3 emulates the Subject's overall condition. It has a view of high voltage power lines. It is considered to be inferior to the Subject based on an inferior GLA.

Comparable #4 is a dated sale and was given less weight due to this. It has a superior site size and a superior shop/shed.

Comparable #2 & #3 were given secondary consideration in the value conclusion.

Remaining Comparable listing and pending sale were included to show additional market activity.

APPROACH(ES) TO VALUE

Cost Approach Completed / Income Approach Not Completed

-The appraiser has determined that the sales comparison approach is the most relevant analysis in this assignment and that there is sufficient information to develop a credible opinion of value by this approach alone, however, the cost approach has been developed. Because there is limited measurable market evidence to support the site value & derivation of total depreciation due to the subject's age, the cost approach, while developed, WAS NOT considered by the appraiser when determining the final estimate of value. Development of the income approach was not part of the scope of work for this assignment, nor was it necessary to develop a credible opinion of value.

EXTRA COMMENTS

AIR Compliance Statement

-No employee, director, officer, or agent of the lender, or any other third party acting as joint venture partner, independent contractor, appraisal management company, or partner on behalf of the lender, shall influence or attempt to influence the development, reporting, result, or review of an appraisal through coercion, extortion, collusion, compensation, instruction, inducement, intimidation, bribery, or in any other manner...

I have not been contacted by anyone other than the intended user (lender/client as identified on the first page of the report), borrower, or designated contact to make an appointment to enter the property. I agree to immediately report any unauthorized contacts either personally by phone or electronically to the client.

FIRREA Statement

By submitting this report, I confirm that these services were completed in compliance of all AIR, FIRREA, USPAP, and Dodd-Frank regulations. I make the following statements:

Appraisers USPAP/A.I.R

I have no current or prospective interest in the subject property or the parties involved; and no services were performed by the appraiser within the 3 year period immediately preceding acceptance of this assignment, as an appraiser or in any capacity.
If any of this information is to the contrary, I have appropriately commented and remarked in my report.

XI FIRREA

Title XI FIRREA compliance statement: Appraiser certifies that the appraisal was prepared in accordance with the requirements of Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, as amended (12 U.S.C. 3331 et seq), and any implementing regulations.

Land to Value Ratio

Land to value ratios in excess of 30% are typical in the local market and have no negative impact on the subject's value or marketability.

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Zoning Description

This residential district is designed for single-family homes on lot sizes of approximately eight thousand square feet.

FLOORPLAN SKETCH

Item 8a.

Client: City of Oregon City

File No.: 13445 Gaffney Lane

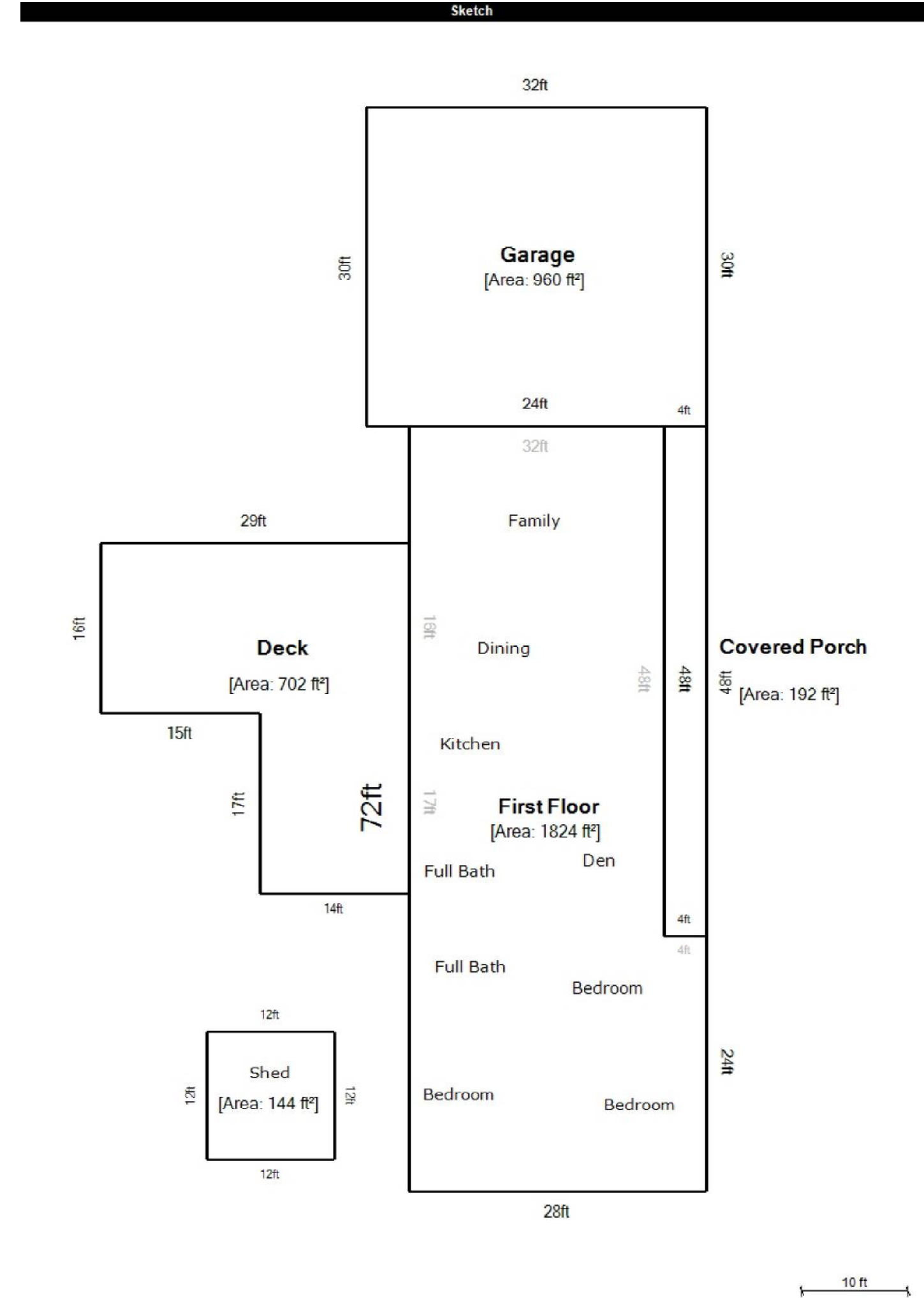
Property Address: 13445 Gaffney Ln

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State: OR

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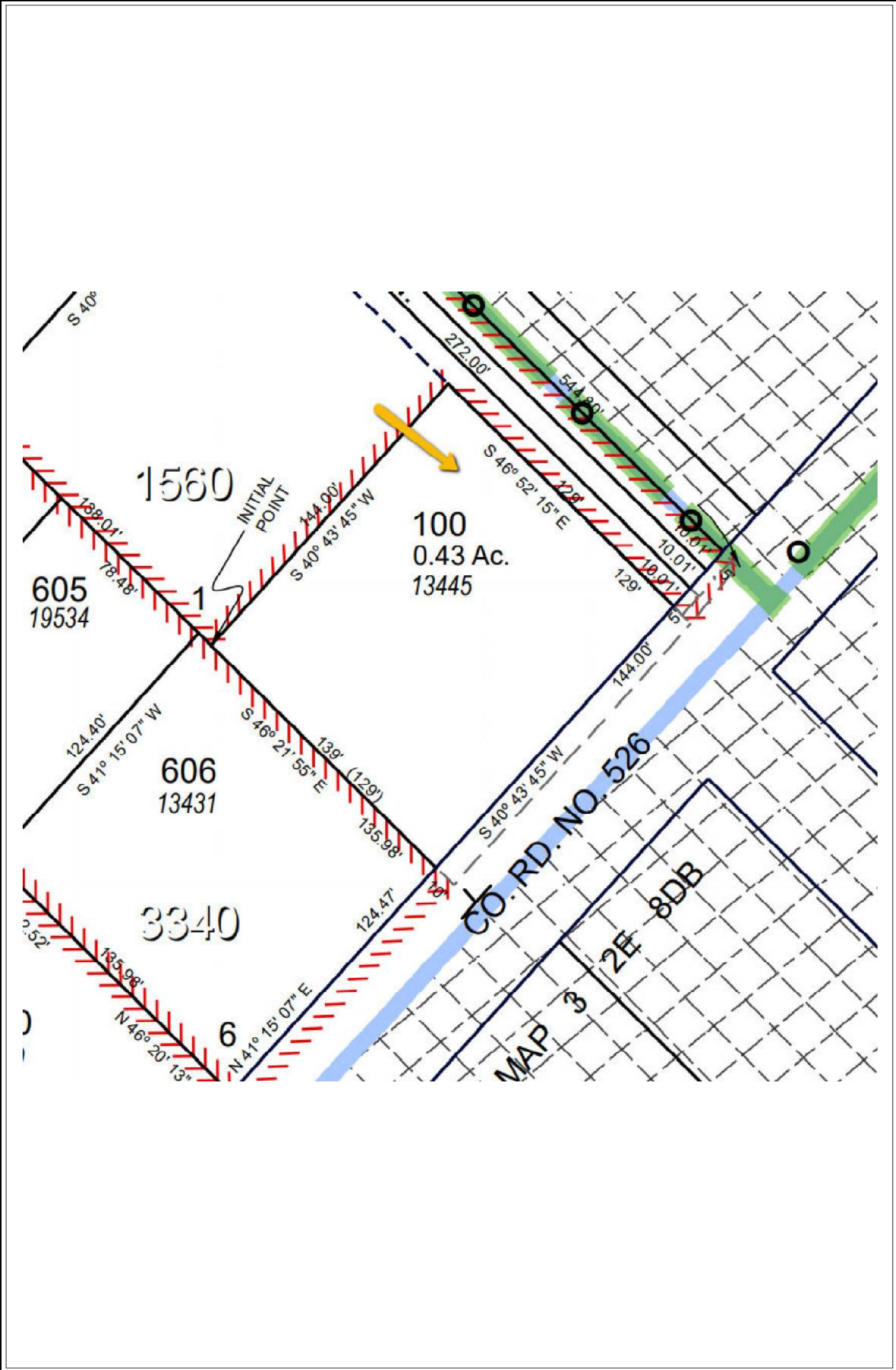


Living Area		Area Calculation			
First Floor	1823.99 ft²	First Floor	x 1.00 = 1823.99 ft²		
Nonliving Area			72ft x	24ft x	1.00 = 1727.99 ft²
Garage	969.99 ft²		4ft x	24ft x	1.00 = 96.00 ft²
Deck	702.00 ft²				
Covered Porch	144.00 ft²				
Covered Porch	192.00 ft²				
Total Living Area (rounded):		1824 ft²			

PLAT MAP

Item 8a.

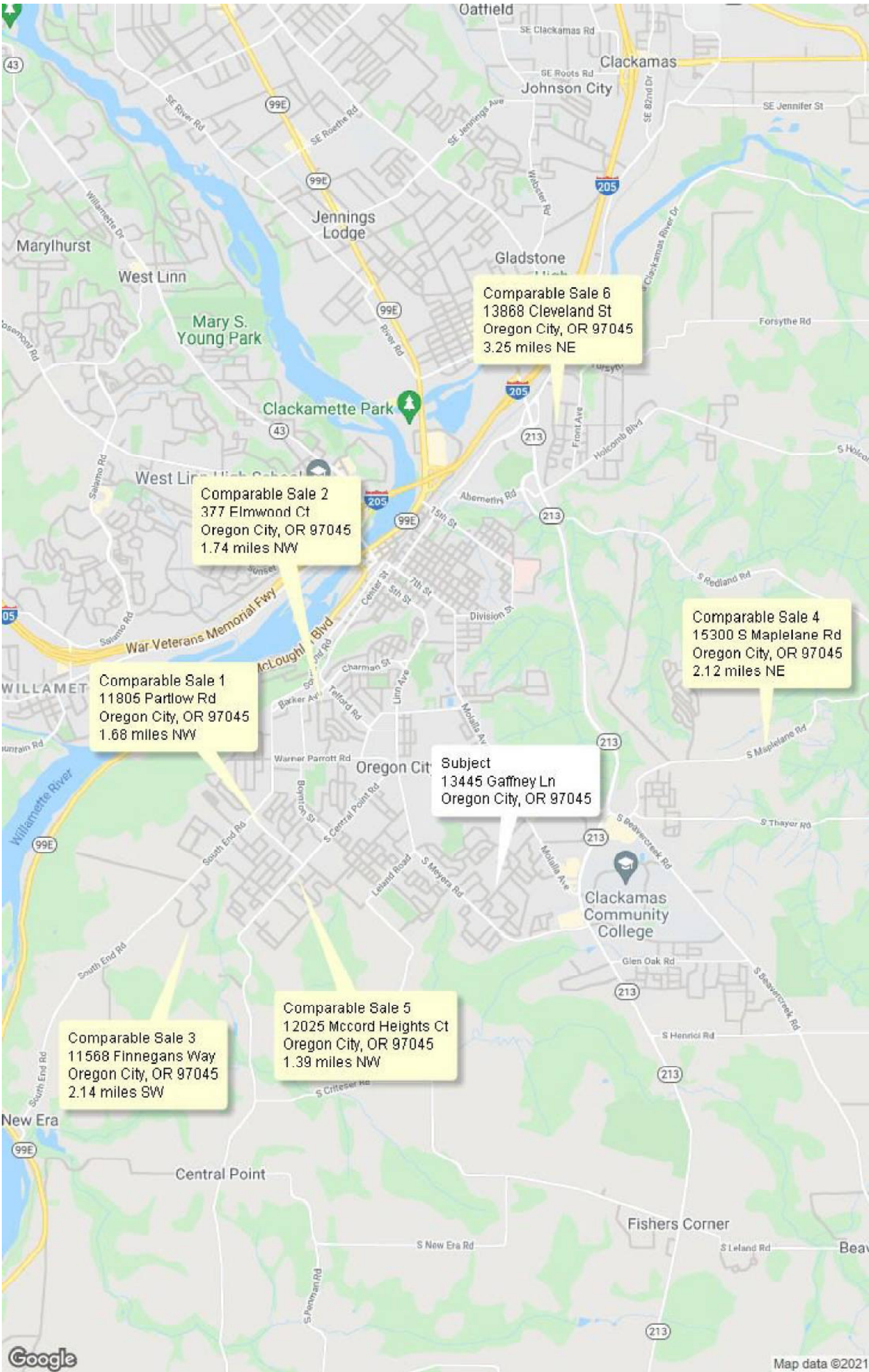
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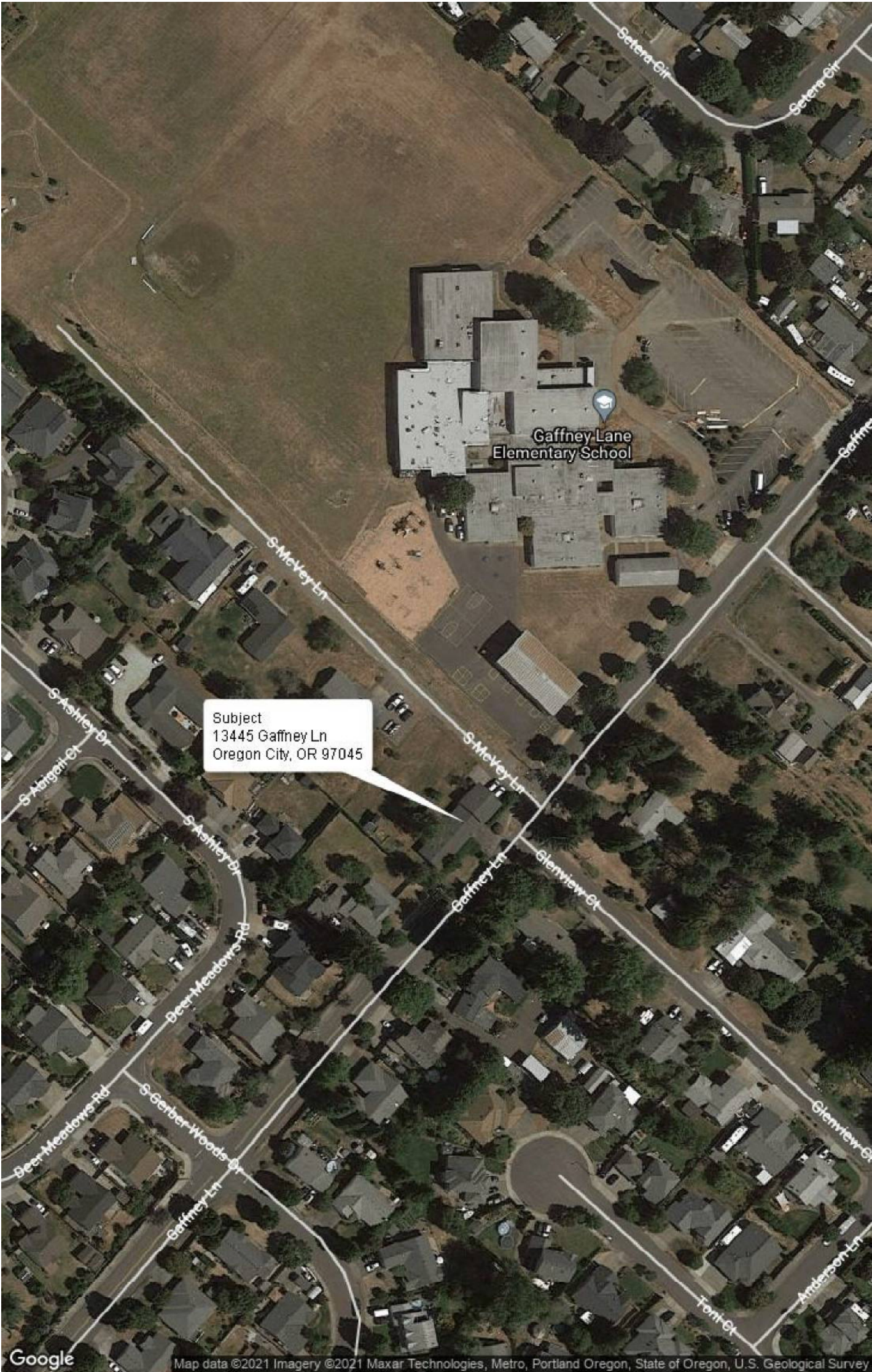
LOCATION MAP

Item 8a.

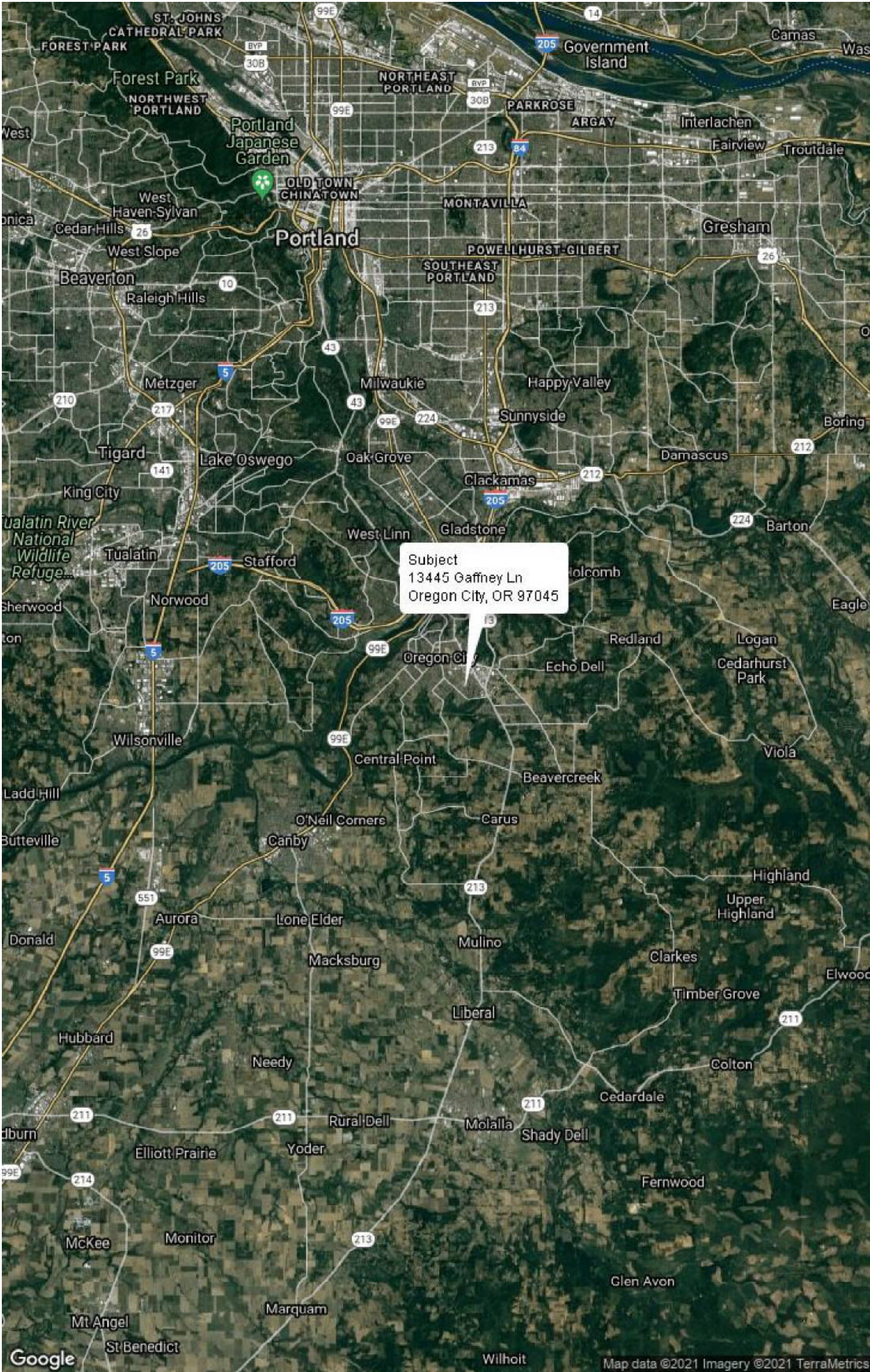
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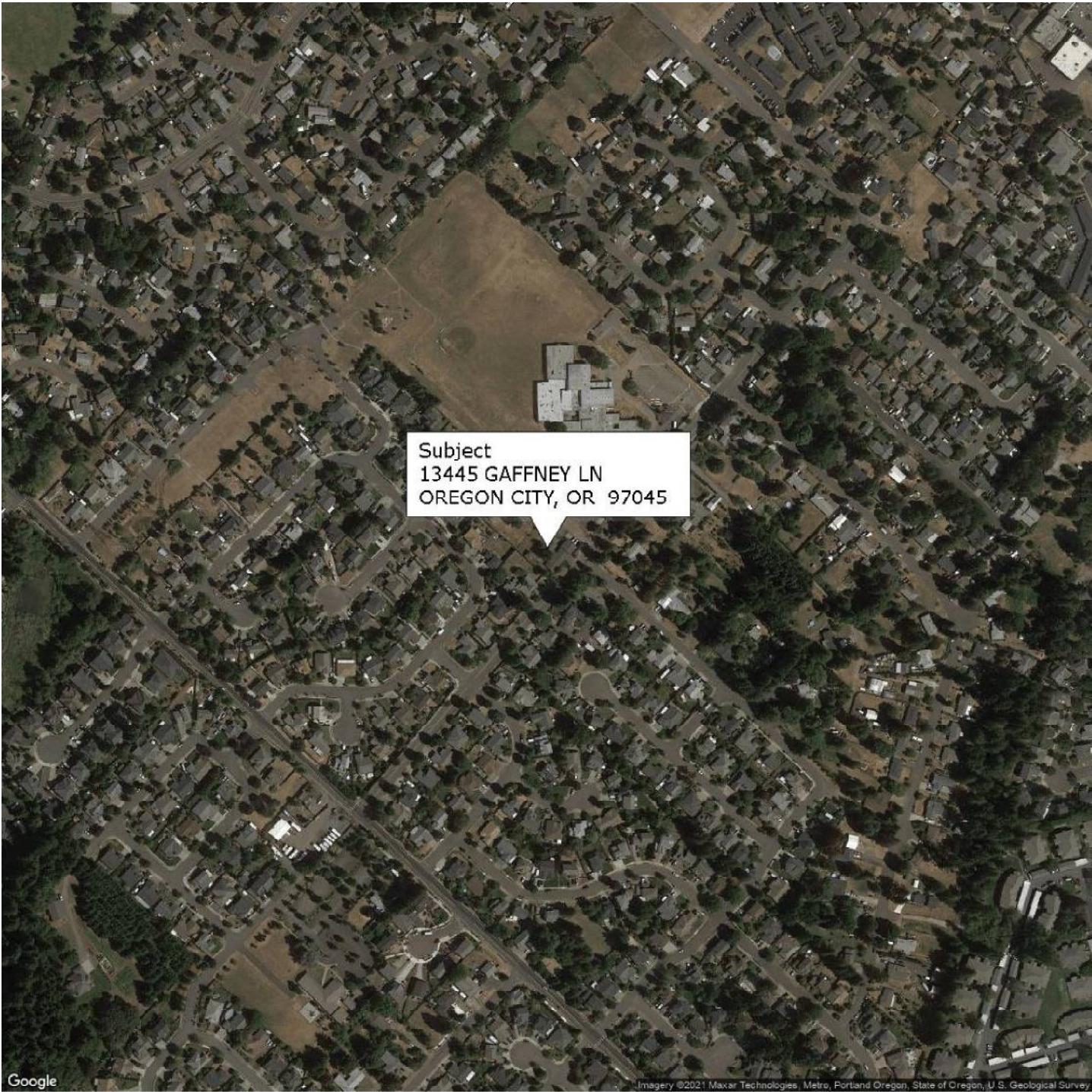
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FLOOD MAP

Item 8a.

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FLOOD INFORMATION

Community: CLACKAMAS COUNTY
Property is NOT in a FEMA Special Flood Hazard Area
Map Number: 41005C0279D
Panel: 41005C0279
Zone: X
Map Date: 06-17-2008
FIPS: 41005
Source: FEMA DFIRM

LEGEND

-  = FEMA Special Flood Hazard Area – High Risk
-  = Moderate and Minimal Risk Areas
- Road View:
 -  = Forest
 -  = Water

Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

SUBJECT PROPERTY PHOTO ADDENDUM

Client: City of Oregon City	File No.: 13445 Gaffney Lane	Item 8a.
Property Address: 13445 Gaffney Ln	Case No.:	
City: Oregon City	State: OR	Zip: 97045



FRONT VIEW OF
SUBJECT PROPERTY

Date: August 4, 2021
Appraised Value: \$ 510,000



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE



Extra Street Scene
School



Extra Street Scene
School

Adjacent to private drive



Needs paint



Side View



Eaves and fascia need paint



Garage Interior



Garage Storage area



Electrical Panel



Shed



Shed



Kitchen



Family Room



CO/Smoke



Den



Fireplace Insert



Furnace



Dining Room



Full bathroom



Bedroom



Bedroom



Bedroom



Full bathroom



Extra Street Scene



Side View and lot

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: City of Oregon City	File No.: 13445 Gaffney Lane	Item 8a.
Property Address: 13445 Gaffney Ln	Case No.:	
City: Oregon City	State: OR	Zip: 97045



COMPARABLE SALE #1

11805 Partlow Rd
Oregon City, OR 97045
Sale Date: s06/21;c04/21
Sale Price: \$ 526,000



COMPARABLE SALE #2

377 Elmwood Ct
Oregon City, OR 97045
Sale Date: s05/21;c04/21
Sale Price: \$ 482,500



COMPARABLE SALE #3

11568 Finnegans Way
Oregon City, OR 97045
Sale Date: s06/21;c05/21
Sale Price: \$ 448,000

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: City of Oregon City	File No.: 13445 Gaffney Lane	Item 8a.
Property Address: 13445 Gaffney Ln	Case No.:	
City: Oregon City	State: OR	Zip: 97045



COMPARABLE SALE #4

15300 S Maplelane Rd
Oregon City, OR 97045
Sale Date: s01/21;c12/20
Sale Price: \$ 495,000



COMPARABLE SALE #5

12025 Mccord Heights Ct
Oregon City, OR 97045
Sale Date: Active
Sale Price: \$ 549,900



COMPARABLE SALE #6

13868 Cleveland St
Oregon City, OR 97045
Sale Date: c08/21
Sale Price: \$ 579,000

Client: City of Oregon City	File No.: 13445 Gaffney Lane
Property Address: 13445 Gaffney Ln	Case No.:
City: Oregon City	State: OR Zip: 97045



******* QUALIFICATIONS *******

Clay Edwards

Residential Appraiser: Certified Residential
Appraising Since 2015
Oregon License #CR01257, FHA approved
Scientific Valuation Inc
365 Caufield St
Oregon City, OR 97045
Phone: 503-550-0723 Email: Edwardscla@gmail.com

EXPERIENCE:

Residential Real Property Appraiser 08/2019-Present
Scientific Valuation Inc

Residential Real Property Appraiser: 07/2018 – 08/2019
First American Staff Appraisals

Residential Real Property Trainee Appraiser: 06/2015– 7/2018
Forsythe Appraisals, LLC – Portland, OR

AREAS OF EXPERTISE

Complex/Jumbo
Single Family
Small Income (2-4Plex)
Condominium or PUD
Field and Desktop Appraisal Reviews
New Construction
Manufactured Homes
Rural
REO
FHA/USDA

COVERAGE AREAS/GEOGRAPHIC COMPETENCY

Clackamas County
Marion County
Multnomah County
Yamhill County
Washington County

EDUCATION

Oregon State University – B.S. 2014 – Geography and Geographic Information Science

SPECIALIZED APPRAISAL EDUCATION:

2018-2019 7-hour National USPAP Update Course 08/21/2019
How-To Raise Appraisal Quality and Minimize Risk 08/18/2019
Stats Graphs and Data Science 02/19/2019
Residential Report Writing and Case Studies 01/16/2018
Residential Appraiser Site Valuation and Cost Approach 01/13/2018
Advanced Residential Applications and Case Studies 01/13/2018
Residential Market Analysis and Highest and Best Use 01/06/2018
Statistics Modeling and Finance 12/15/2017
Residential Sales Comparison and Income Approaches 12/15/2017
Comparative Analysis 11/14/2016
Cool Tools: New Technology for Real Estate Appraisers 10/17/2016
Basic Appraisal Procedures 07/30/2015
2014-2015 15-hour National USPAP Equivalent Course 07/21/2015
Basic Appraisal Principles 05/17/2015

MLS SUBSCRIPTIONS

Regional Multiple Listing Service(RMLS)
Willamette Valley Multiple Listing Service (WVMLS)

PROFESSIONAL MEMBERSHIPS

Member - National Association of Realtors - East Metro Association of Realtors

REFERENCES

Available upon request

USPAP ADDENDUM

File No. 13445 Gaffney

Item 8a.

Borrower: N/A

Property Address: 13445 Gaffney Ln

City: Oregon CityCounty: ClackamasState: ORZip Code: 97045

Lender: City of Oregon City

APPRAISAL AND REPORT IDENTIFICATION

This report was prepared under the following USPAP reporting option:

- ☒ Appraisal ReportA written report prepared under Standards Rule 2-2(a).
- ☐ Restricted Appraisal ReportA written report prepared under Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 2-9 days

Exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value of the effective date of the appraisal. Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. Based on current market statistics, the Subject's appraised market value and as-is condition, as of the effective date of this report; the estimated exposure time for a hypothetical sale of the Subject property is stated above. This is based on the analysis of current market trends within the Subject's market, season considerations and takes into account the size, condition and price range of the Subject property and surrounding area. It pre supposes the list price would be at or near the appraised value. It also assumes professional marketing by reputable local real estate offices.

Additional Certifications

- ☒ I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

Additional Comments

APPRAISER:

SUPERVISORY APPRAISER (only if required):

Signature: Clay Edwards

Name: Clay Edwards

Date Signed: 08/10/2021

State Certification #: CR01257

or State License #:

or Other (describe): State #:

State: OR

Expiration Date of Certification or License: 09/30/2021

Effective Date of Appraisal: August 4, 2021

Signature:

Name:

Date Signed:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

Supervisory Appraiser inspection of Subject Property:

☐ Did Not☐ Exterior-only from street☐ Interior and Exterior

Market Conditions Addendum to the Appraisal Report

File No. 13445 Gaffney Lane

MARKET RESEARCH & ANALYSIS

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 13445 Gaffney Ln City Oregon City State OR Zip Code 97045
Borrower N/A

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	8	5	10	☒ Increasing	☐ Stable	☐ Declining
Absorption Rate (Total Sales/Months)	1.33	1.67	3.33	☒ Increasing	☐ Stable	☐ Declining
Total # of Comparable Active Listings	0	1	0	☒ Declining	☐ Stable	☐ Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	0.00	0.60	0.00	☒ Declining	☐ Stable	☐ Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	491,750	615,000	521,500	☒ Increasing	☐ Stable	☐ Declining
Median Comparable Sales Days on Market	16	3	6	☒ Declining	☐ Stable	☐ Increasing
Median Comparable List Price	N/A	430,000	N/A	☒ Increasing	☐ Stable	☐ Declining
Median Comparable Listings Days on Market	N/A	1	N/A	☒ Declining	☐ Stable	☐ Increasing
Median Sale Price as % of List Price	101%	103%	105%	☒ Increasing	☐ Stable	☐ Declining
Seller-(developer, builder, etc.)paid financial assistance prevalent? ☐ Yes ☒ No				☐ Declining	☒ Stable	☐ Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). An analysis was performed on 23 competing sales over the past 12 months. For those sales, a total of 0.0% were reported to have seller concessions.

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in listings and sales of foreclosed properties). An analysis was performed on 23 competing sales over the past 12 months. For those sales, a total of 0.0% were reported to be REO.

Cite data sources for above information. Information reported in the RMLS system (using an effective date of 08/04/2021) was utilized to arrive at the results noted on this addendum. Any percent change results noted in these comments are based on simple regression.

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions. An analysis was performed on 23 competing sales (which excluded REO and short sales) over the past 12 months. The sales within this group had a median sale price of \$521,000 with a low of \$335,000 and a high of \$803,500. This analysis shows a change of +1.5% per month. An analysis was also performed on 602 sales from the broader defined neighborhood (which excluded REO and short sales) over the past 12 months. The sales within this group had a median sale price of \$490,500 with a low of \$180,000 and a high of \$1,825,000. This analysis shows a change of +2.8% per month. The average sales price was \$510,950. In addition, an analysis was performed on 23 sales plus all active listings that are competing properties, over the past 12 months. Based on this entire set of data there is a 0.0 month supply. This analysis shows a change of +0.1% per month. These sales had a median DOM of 5. This analysis shows a change of -2.3% per month.

CONDO/CO-OP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following:				Project Name:		
Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				☐ Increasing	☐ Stable	☐ Declining
Absorption Rate (Total Sales/Months)				☐ Increasing	☐ Stable	☐ Declining
Total # of Active Comparable Listings				☐ Declining	☐ Stable	☐ Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				☐ Declining	☐ Stable	☐ Increasing
Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.						

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

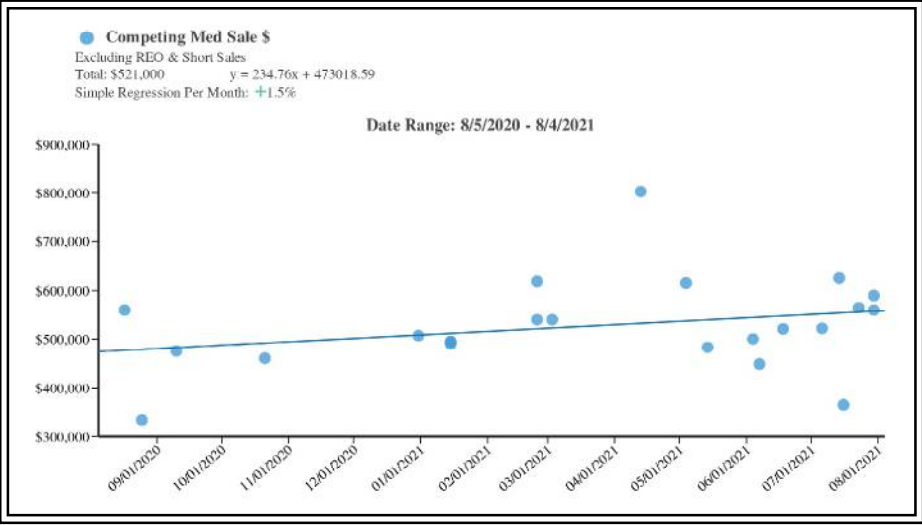
APPRAISER

Signature Clay Edwards
Name Clay Edwards
Company Name Scientific Valuation Inc
Company Address 365 Caufield St
Oregon City, OR 97045
State License/Certification # CR01257 State OR
Email Address Edwardscla@gmail.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

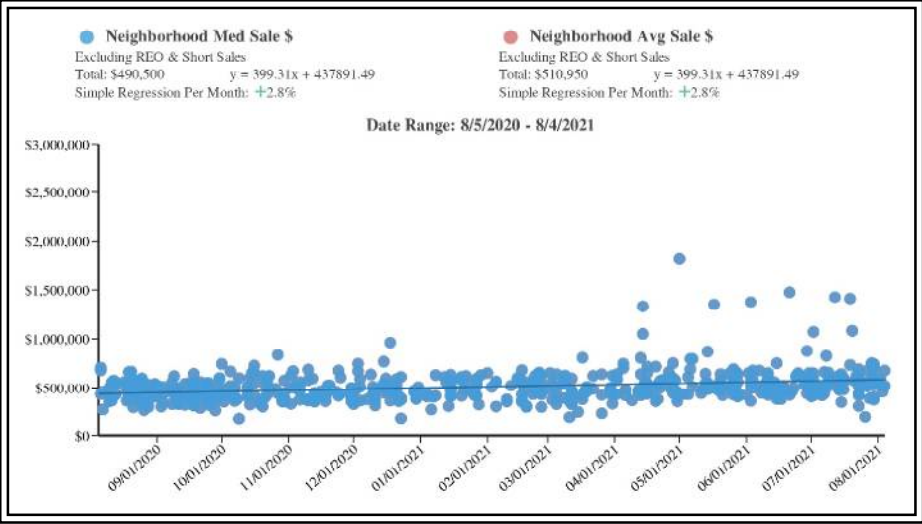
Signature _____
Name _____
Company Name _____
Company Address _____
State License/Certification # _____ State _____
Email Address _____

Client: City of Oregon City	File No.: 13445 Gaffney Lane	Item 8a.
Property Address: 13445 Gaffney Ln	Case No.:	
City: Oregon City	State: OR	Zip: 97045



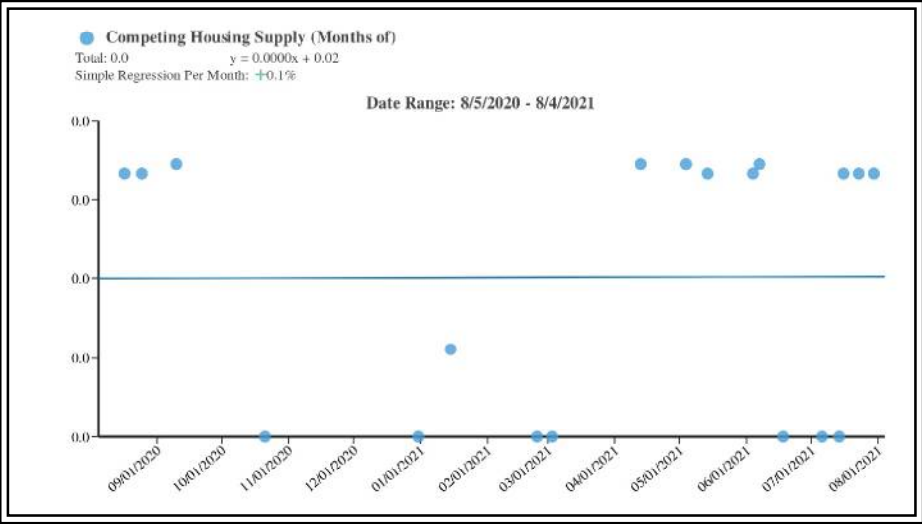
Median \$

An analysis was performed on 23 competing sales (which excluded REO and short sales) over the past 12 months. The sales within this group had a median sale price of \$521,000 with a low of \$335,000 and a high of \$803,500. This analysis shows a change of +1.5% per month.



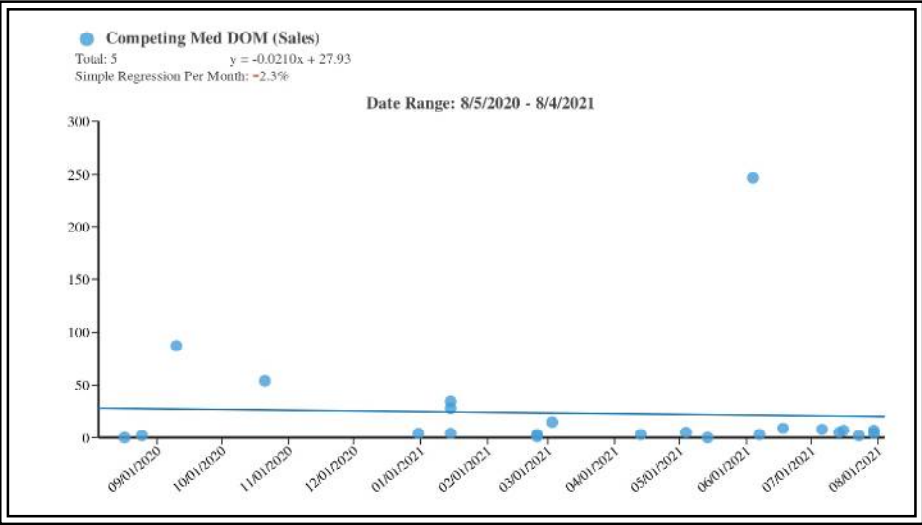
Med \$/SqFt

An analysis was also performed on 602 sales from the broader defined neighborhood (which excluded REO and short sales) over the past 12 months. The sales within this group had a median sale price of \$490,500 with a low of \$180,000 and a high of \$1,825,000. This analysis shows a change of +2.8% per month. The average sales price was \$510,950.



Housing Supply

In addition, an analysis was performed on 23 sales plus all active listings that are competing properties, over the past 12 months. Based on this entire set of data there is a 0.0 month supply. This analysis shows a change of +0.1% per month.



Sales DOM

These sales had a median DOM of 5. This analysis shows a change of -2.3% per month.

Borrower: N/A		File No.: 13445 Gaffney Lane	
Property Address: 13445 Gaffney Ln		Case No.:	
City: Oregon City	State: OR	Zip: 97045	
Lender: City of Oregon City			

PROPERTY TRANSFER HISTORY

* SUBJECT 36-MONTH PRIOR TRANSFER HISTORY *

13445 Gaffney Ln
-No transfer history.

* COMPARABLE 12-MONTH PRIOR TRANSFER HISTORY *
(may include properties that were considered but not utilized as comparables)

11805 Partlow Rd
-No transfer history.

11568 Finnegans Way
-No transfer history.

377 Elmwood Ct
-No transfer history.

15300 S Maplelane Rd
-No transfer history.

18822 S Forest Grove Loop
-No transfer history.

1017 King Rd
-No transfer history.

13868 Cleveland St
-No transfer history.

20361 S Beavercreek Rd
-No transfer history.

12025 Mccord Heights Ct
-No transfer history.

Appraiser: 	Supervisory Appraiser:
Name:	Name:

Condition Ratings and Definitions

C1 The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and the recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

**Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

C3 The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

**Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

C4 The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

**Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

C5 The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

**Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

C6 The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

**Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

Quality Ratings and Definitions

Q1 Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2 Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

Q3 Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical /functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/ or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

The number of full and half baths is reported by separating the two values by a period. The full bath is represented to the left of the period. The half bath count is represented to the right of the period. Three-quarter baths are to be counted as a full bath in all cases. Quarter baths (baths that feature only toilet) are not to be included in the bathroom count.

Uniform Appraisal Dataset Definitions

File No. 13445 Gaffney Lane

Abbreviations Used in Data Standardization Text

Abbrev.	Full Name	Appropriate Fields	Abbrev.	Full Name	Appropriate Fields
ac	Acres	Area, Site	in	Interior Only Stairs	Basement & Finished Rooms Below Grade
AdjPrk	Adjacent to Park	Location	Lndfl	Landfill	Location
AdjPwr	Adjacent to Power Lines	Location	LtdSght	Limited Sight	View
A	Adverse	Location & View	Listing	Listing	Sale or Financing Concessions
ArmLth	Arms Length Sale	Sale or Financing Concessions	MR	Mid-Rise Structure	Design(Style)
AT	Attached Structure	Design(Style)	Mtn	Mountain View	View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade	N	Neutral	Location & View
br	Bedroom	Basement & Finished Rooms Below Grade	NonArm	Non-Arms Length Sale	Sale or Financing Concessions
B	Beneficial	Location & View	op	Open	Garage/Carport
BsyRd	Busy Road	Location	o	Other	Basement & Finished Rooms Below Grade
cp	Carport	Garage/Carport	O	Other	Design(Style)
Cash	Cash	Sale or Financing Concessions	Prk	Park View	View
CtySky	City View Skyline View	View	Pstrl	Pastoral View	View
CtyStr	City Street View	View	PwrLn	Power Lines	View
Comm	Commercial Influence	Location	PubTrn	Public Transportation	Location
c	Contracted Date	Date of Sale/Time	rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Conv	Conventional	Sale or Financing Concessions	Relo	Relocation Sale	Sale or Financing Concessions
cv	Covered	Garage/Carport	REO	REO Sale	Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concessions	Res	Residential	Location & View
DOM	Days On Market	Data Sources	RT	Row or Townhouse	Design(Style)
DT	Detached Structure	Design(Style)	RH	Rural Housing - USDA	Sale or Financing Concessions
dw	Driveway	Garage/Carport	SD	Semi-detached Structure	Design(Style)
Estate	Estate Sale	Sale or Financing Concessions	s	Settlement Date	Date of Sale/Time
e	Expiration Date	Date of Sale/Time	Short	Short Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions	sf	Square Feet	Area, Site, Basement
g	Garage	Garage/Carport	sqm	Square Meters	Area, Site, Basement
ga	Garage - Attached	Garage/Carport	Unk	Unknown	Date of Sale/Time
gbi	Garage - Built-in	Garage/Carport	VA	Veterans Administration	Sale or Financing Concessions
gd	Garage - Detached	Garage/Carport	wo	Walk Out Basement	Basement & Finished Rooms Below Grade
GR	Garden Structure	Design(Style)	wu	Walk Up Basement	Basement & Finished Rooms Below Grade
Glfcse	Golf Course	Location	WtrFr	Water Frontage	Location
Glfw	Golf Course View	View	Wtr	Water View	View
HR	High Rise Structure	Design(Style)	w	Withdrawn Date	Date of Sale/Time
Ind	Industrial	Location & View	Woods	Woods View	View

Other Appraiser-Defined Abbreviations

[illegible]



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Pete Walter, Planning Manager

Agenda Date: 12/06/2023

SUBJECT:

Legislative Zoning Code Text Amendment to the MUC - Mixed-Use Corridor Zone District (LEG 23-00001)

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve the first reading of Ordinance 23-1011 and approve file LEG-23-00001.

EXECUTIVE SUMMARY:

On November 13, 2023 the Planning Commission held a public hearing and after considering the application, staff report and recommendation, public testimony and reviewing all the evidence in the record, recommended approval to the City Commission by a 6-0 vote for the requested amendment. The Planning Commission hearing may be viewed at the city's meeting webpage at following link:

<https://www.oregoncity.org/1709/Agendas-Videos-and-Minutes>

PGE has proposed a Legislative Code Text Amendment to Chapter 17.29 – Mixed Use Corridor, Section 17.29.030 E. of the Oregon City Municipal Code (OCDC) to recognize its existing Operations Center as a Conditional Use in the MUC-1 District, including the outdoor storage and maintenance activities that are a part of that use. If approved, the Code Amendment would allow PGE to apply for a Conditional Use Permit to improve and expand the Operations Center. An application for a Conditional Use Permit would follow adoption of the Code Amendment.

The proposal is to amend 17.29.030 and .040 as follows:

17.29.030 - Conditional uses—MUC-1 and MUC-2 zones.

E. Public utilities and services, and utility facilities, including substations (such as buildings, plants and other structures) and outdoor storage associated with the conditional use;

17.29.040 - Prohibited uses in the MUC-1 and MUC-2 zones.

B. Outdoor storage unless permitted under OCMC 17.29.030.E;

BACKGROUND:

The PGE Operations Center is located at 209 Warner Milne Road and currently occupies 6.59 acres along the north side of Warner Milne Road, across from the Beavercreek Road intersection. The site is identified as Tax Lots 100 and 201 on map 3-2E-06DA.

The use of the property is legally non-conforming within the Mixed Use Corridor zone district. A public utility facility requires a Conditional Use permit in order to expand in the MUC-1 zone district. The MUC-1 zone district also prohibits Outdoor Storage, which is a necessary component of the Operations Center.

Section 17.29.040 B. of the MUC-1 District prohibits outdoor storage. PGE's proposal states that "outdoor storage of equipment and material that is required for the electric power system is part of the Operations Center and is essential to its function as a power system management and service facility." The proposed amendment would provide for outdoor storage only as associated with this specific Conditional Use.

The proposed amendment would not change the Conditional Use and Site Plan and Design Review process for review of an expansion to a utility facility in the MUC-1 zone district. The review requires a Type III quasi-judicial land use process including a public hearing pursuant to OCMC 17.56 – Conditional Uses approvable by the Planning Commission. Specific and appropriate conditions of approval applicable to the PGE site and operations should be applied when that application is reviewed. Staff does not recommend conditions of approval for this application. If the City Commission approves this proposed amendment, PGE will need to make a subsequent application for a Conditional Use Permit to be reviewed by the Planning Commission.

A full staff report and recommendation is included in the agenda packet.

OPTIONS:

1. Approve the first reading of Ordinance 23-1011 and approve file LEG-23-00001 as proposed.
2. Approve the first reading of Ordinance 23-1011 and approve file LEG-23-00001 with amendments.
3. Do not approve the first reading of Ordinance 23-1011 and direct staff to revise the recommended findings to support a denial of file LEG-23-00001.

ORDINANCE NO. 23-1011

AN ORDINANCE OF THE CITY OF OREGON CITY APPROVING A LEGISLATIVE AMENDMENT TO TITLE 17 – ZONING, CHAPTER 17.29 – MIXED USE CORRIDOR ZONE DISTRICT, OF THE OREGON CITY MUNICIPAL CODE

WHEREAS, the City of Oregon City has adopted a Zoning Code to implement the Comprehensive Plan in conformance with statutory requirements and the requirements of the Statewide Land Use goals; and

WHEREAS, the City of Oregon City Zoning Map and Code implements the Comprehensive Plan by regulating the location and type of land uses best suited for specific development; and

WHEREAS, the City of Oregon City Zoning Code may be amended and updated as necessary upon findings of facts that satisfy approval criteria in the City of Oregon City Municipal Code Section 17.68.020; and

WHEREAS, Portland Gas and Electric (PGE), has requested a legislative amendment to recognize utility facilities as a conditional use in the Mixed Use Corridor Zone District and to allow outdoor storage to occur as part of a public utility and services use; and

WHEREAS, approval of the requested amendment would allow PGE to apply for a conditional use permit to improve and expand its long-standing Operations Center within the MUC-1 District, including the outdoor storage and maintenance activities that are a part of that use; and

WHEREAS, on November 13, 2023 the Planning Commission held a public hearing and, after considering all the public testimony and reviewing all the evidence in the record, recommended approval to the City Commission by a 6-0 vote for the requested amendment; and

WHEREAS, the amendment to the zoning code is consistent with the Oregon City Comprehensive Plan.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City hereby amends the portions of the existing Oregon City Municipal Code Title 17: Zoning, Chapter 17.29-Mixed Use Corridor Zone District, of the Oregon City Municipal Code; which are attached hereto as Exhibit 'A'.

Section 2. The Commission adopts the Legislative Staff Report and Recommendation for files GLUA-23-00029 / LEG-23-0001 and associated documents, attached hereto as Exhibit 'B'.

Read for the first time at a regular meeting of the City Commission held on the 6th day of December, 2023 and the City Commission finally enacted the foregoing ordinance this 20th day of December, 2023.

DENYSE C. MCGRIFF
Mayor

Attested to this 20th day of December, 2023

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney



Planning Division

695 Warner Parrott Road | Oregon City OR 97045
Ph (503) 722-3789 | Fax (503) 722-3880

LEGISLATIVE STAFF REPORT AND RECOMMENDATION

A preliminary analysis of the applicable approval criteria for a legislative proposal is enclosed within the following report.

November 3, 2022

HEARING DATE: November 13, 2022 - Planning Commission

FILE NUMBER: LEG-23-00001

APPLICATION TYPE: Legislative (OCMC 17.50.170)

APPLICANT/OWNER: Portland General Electric, Attn: Tina Tippin

121 SW Salmon St, Portland, OR 97204

REQUEST: PGE proposes a Legislative Code Text Amendment to Chapter 17.29 – Mixed Use Corridor, Section 17.29.030 E. of the Oregon City Municipal Code (OCMC) to recognize its existing Operations Center as a Conditional Use in the MUC-1 District, including the outdoor storage and maintenance activities that are a part of that use. The Code Amendment would allow PGE to apply for a Conditional Use Permit to improve and expand the Operations Center. An application for a Conditional Use Permit would follow adoption of the Code Amendment.

LOCATION(S)

(See Figure 2 on P. 5): This legislative text amendment affects the MUC - Mixed Use Corridor zone district. The mixed-use corridor (MUC) district is designed to apply along selected sections of transportation corridors such as Molalla Avenue, 7th Street, Beavercreek Road, and along Warner-Milne Road.

PROCESS: 17.50.170 - Legislative hearing process.

- A. Purpose. Legislative actions involve the adoption or amendment of the city's land use regulations, comprehensive plan, maps, inventories and other policy documents that affect the entire city or large portions of it. Legislative actions which affect land use shall begin with a public hearing before the planning commission.
- B. Planning Commission Review.
 - 1. Hearing Required. The planning commission shall hold at least one public hearing before recommending action on a legislative proposal. Any interested person may appear and provide written or oral testimony on the proposal at or prior to the hearing. The community development director shall notify the Oregon Department of Land Conservation and Development (DLCD) as required by the post-acknowledgment procedures of ORS 197.610 to 197.625, as applicable.
 - 2. The Community Development Director's Report. Once the planning commission hearing has been scheduled and noticed in accordance with OCMC 17.50.090.C and any other applicable laws, the community development director shall prepare and make available a report on the legislative proposal at least seven days prior to the hearing.
 - 3. Planning Commission Recommendation. At the conclusion of the hearing, the planning commission shall adopt a recommendation on the proposal to the city commission. The planning commission shall make a report and recommendation to the city commission on all legislative proposals. If the planning commission recommends adoption of some form of the proposal, the planning commission shall prepare and forward to the city commission a report and recommendation to that effect.
- C. City Commission Review.
 - 1. City Commission Action. Upon a recommendation from the planning commission on a legislative action, the city commission shall hold at least one public hearing on the proposal. Any interested person may provide written or oral testimony on the proposal at or prior to the hearing. At the conclusion of the hearing, the city commission may adopt, modify or reject the legislative proposal, or it may remand the matter to the planning commission for further consideration. If the decision is to adopt at least some form of the proposal, and thereby amend the city's land use regulations, comprehensive plan, official zoning maps or some component of any of these documents, the city commission decision shall be enacted as an ordinance.
 - 2. Notice of Final Decision. Not later than five days following the city commission final decision, the community development director shall mail notice of the decision to DLCD in accordance with ORS 197.615(2).

I. BACKGROUND:

Summary of the Proposal

Portland General Electric Company (PGE) proposes a Legislative Code Text Amendment to Section 17.29.030 E. of the Oregon City Development Code (OCDC) to recognize its existing

Operations Center as a Conditional Use in the MUC-1 District, including the outdoor storage and maintenance activities that are a part of that use. The Code Amendment would allow PGE to apply for a Conditional Use Permit to improve and expand the Operations Center. An application for a Conditional Use Permit would follow adoption of the Code Amendment.

Existing conditions

The PGE Operations Center is located at 209 Warner Milne Road and occupies two tax lots, indicated in the aerial photo below. It currently occupies 6.59 acres along the north side of Warner Milne Road, across from the Beavercreek Road intersection. The site is identified as Tax Lots 100 and 201 on map 3-2E-06DA.

The use of the property is legally non-conforming within the Mixed Use Corridor zone district. A public utility facility requires a Conditional Use permit in order to expand in the MUC-1 zone district. The MUC-1 zone district also prohibits Outdoor Storage, which is a necessary component of the Operations Center.



Figure 1. Aerial Photo of Property

The properties are zoned Mixed Use corridor, MUC-1, which is regulated under Oregon City Municipal Code (OCMC) Chapter 17.29.

Description of the proposed amendment

The Mixed Use Corridor district currently includes "Public Utilities and services including sub-stations..." as a Conditional Use, 17.29.030 E. That category provides for "facilities for providing electric power" (See Code Definition, 17.04.985¹) but that does not fully describe the PGE

¹ OCMC 17.04.985 - Public utilities and services.

"Public utilities and services" means facilities for providing electric power, communication, water, sewers and transportation.

Operations Center, which is a power system operations, management and service facility. The proposed text amendment would modify 17.29.030 E. to include the category "Utility Facilities", which provides for the "delivery or furnishing of services" including electric power as a Conditional Use (Definitions, 17.04.1450²). That would include the Operations Center.

The proposed amendment to the text of 17.29.030 E. is the following (added text is underlined and red color font):

17.29.030 - Conditional uses—MUC-1 and MUC-2 zones.

E. Public utilities and services, and utility facilities, including substations (such as buildings, plants and other structures) and outdoor storage associated with the conditional use;

17.29.040 - Prohibited uses in the MUC-1 and MUC-2 zones.

B. Outdoor storage unless permitted under OCMC 17.29.030.E;

Justification for the proposed code amendment

Section 17.29.040 B. of the MUC-1 District prohibits outdoor storage. PGE's proposal states that "outdoor storage of equipment and material that is required for the electric power system is part of the Operations Center and is essential to its function as a power system management and service facility." The proposed Code Amendment would provide for outdoor storage only as associated with that specific Conditional Use.

The proposed amendment would not change the process for review of an expansion to a utility facility in the MUC-1 zone district, which would still require approval of a conditional use application by the Planning Commission through a Type III quasi-judicial land use process including a public hearing pursuant to *OCMC 17.56 – Conditional Uses*.

² *OCMC 17.04.1450 - Utility facilities.*

"Utility facilities" means buildings, features or any constructed portion of a system which provides for the production, transmission, conveyance, delivery or furnishing of services including, but not limited to, heat, light, water, power, natural gas, sanitary sewer, stormwater, telephone and cable television. Utility facilities do not include stormwater pretreatment facilities.

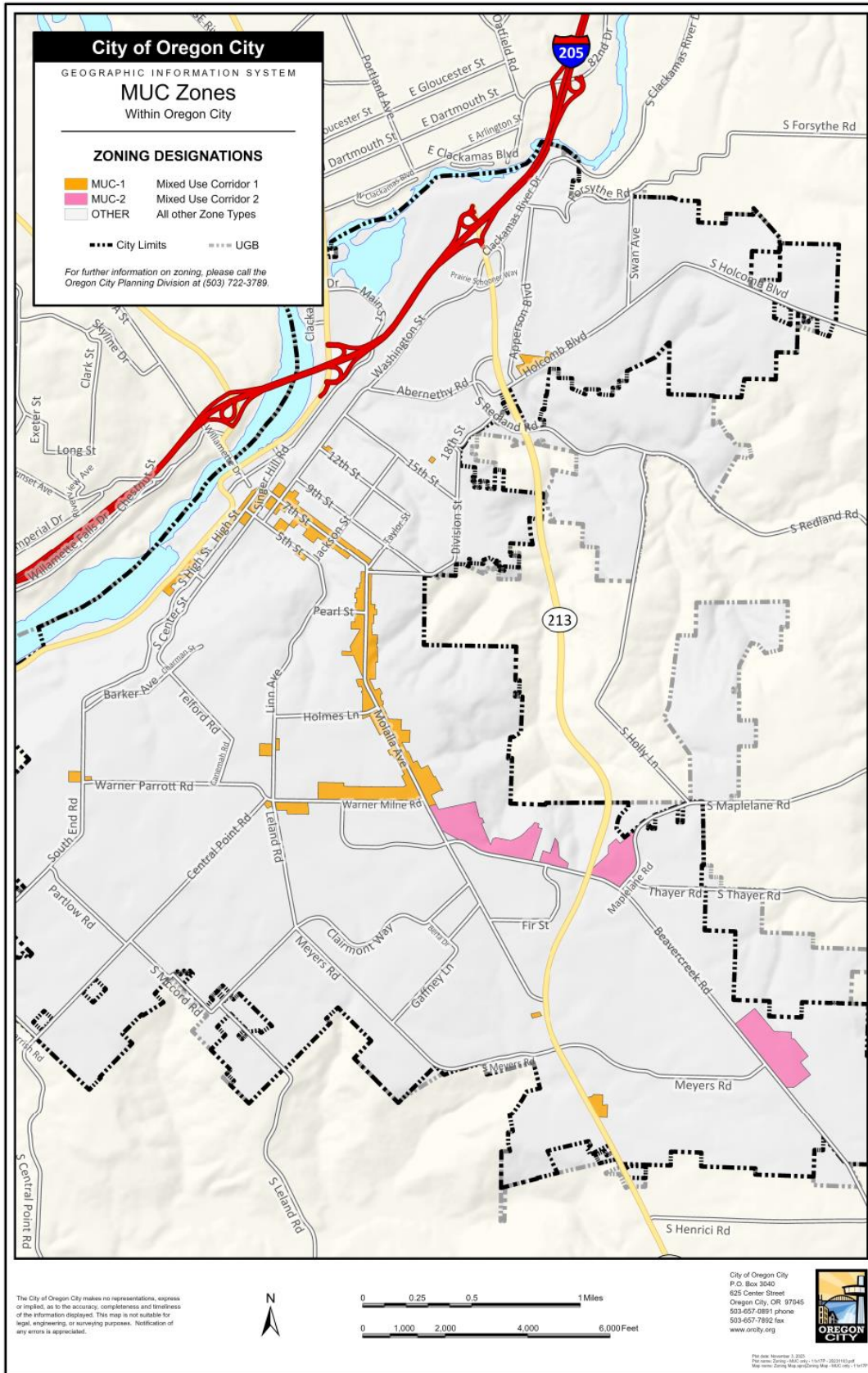


Figure 2. Extent of the MUC Zone District

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 3, 2023.

Notice of the November 13, 2023 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.

Public comments received prior to the date of publication of this staff report are available in the public comment summary exhibit. As of the date of publication of this report, no public comments have been received.

II. APPROVAL CRITERIA

The remainder of this staff report provides findings to demonstrate that the proposed legislative application is consistent with applicable approval criteria. Approval criteria for a Zoning Code 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 an application by the property owner and has been referred to the Planning Commission for their recommendation to City Commission. The applicant provides an explanation why this code amendment is legislative in their narrative, which is provided below.

Need for a Legislative Code Text Amendment

The OCMC does not provide a feasible alternative that would allow for the improvement and expansion of the Operations Center including the necessary outdoor storage. Under the current terms of the MUC-1 District

the facility is considered to be a Non-conforming use. The only zoning District that allows outdoor storage is General Industrial (GI, Section 17.36). A proposal to change the land use designation of this site to GI would require a Comprehensive Plan Map Amendment and Zone Change. As a general-purpose industrial zone the GI District would not be consistent or compatible with the zoning and land use pattern in the surrounding area. This understanding is also reflected in the staff Notes report following Pre-Application Conference PA-22-00052, held October 25, 2022, in which it is clear that an application for a Comprehensive Plan Amendment and Zone Change to GI would not be supported. The Notes response to the question of a Plan/Zone Change to GI offers guidance to this proposal.

The proposed text amendment represents a small and limited-purpose change to the MUC-1 District. It would not change the zoning of any property or the zoning pattern of any area. It would limit outdoor storage to that associated with a Utility facility. It would allow for future consideration of a Conditional Use Permit for the improvement and expansion of the existing operations center, but not allow other new types of uses in the District. The proposed text amendment represents the least amount of change that can address this issue and allow PGE to continue providing reliable power to the area.

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;*

The applicable goals and policies of the “Oregon City 2040 Comprehensive Plan” (OC2040) are addressed as follows:

OC2040 CHAPTER 2 – DIVERSE ECONOMY

Diverse Economy 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.

Applicant Response: The OC2040 Vision Statement for a Diverse Economy calls for an economy that is vibrant, diversified, and resilient; a thriving city with a robust economy; thriving commercial and industrial districts; a strong tourism industry; good jobs and diverse housing choices.

Achieving the growth and development outcomes of the Vision Statement requires a reliable and resilient power supply that is supported by a local service, maintenance and management system. These are the primary functions of the Operations Center. As the population, economy and housing in the community grows and diversifies during the 20-year planning period the Operations Center must be prepared to deal with expanding requirements for providing power service and the corresponding management and routine maintenance activities, as well as emergency response to localized outages and local and community-wide disaster events.

According to the 2021 Housing Needs Analysis (HNA) the population of the city increased by 14,968 from 1990 to 2019, which was a 131% growth rate. The HNA projects that an additional 7,435 households will be required between 2021 and 2041. The ability to provide for timely power service needs, system maintenance, and appropriate emergency response required by the community depends on having adequate facilities, personnel, and equipment available at appropriate levels. These are requirements that will be addressed by the anticipated improvement and expansion of the existing Operations Center. The improvement and expansion of the Operations Center at its current location in the MUC-1 zone will not affect the Urban Growth Boundary. For these reasons the proposed text amendment is consistent with this Goal.

Finding: The proposal is consistent with the Comprehensive Plan. For clarification, the growth between 1990 and 2019 of 14,968 people is a growth of 131%, not a 131% growth rate.³

Diverse Economy POLICY 3.3

³ See City of Oregon City 2021-2041 Housing Needs Analysis, ECONorthwest, December 2021. P.i. "Oregon City grew from 14,968 people in 1990 to 35,570 people in 2019. This is an addition of 19,242 people or 131% growth."

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.

Applicant Response: The anticipated improvement and expansion of the Operations Center corresponds to the growth of the community that has occurred during the past twenty years, and will prepare for the growth that is projected to occur over the next twenty years. The expansion of the Operations Center at its current location in the MUC-1 zone will maintain a stable land use pattern and it will not affect overall opportunities to provide housing and jobs in the community on lands that are designated specifically for industrial, commercial, or residential use. By providing the opportunity for improved service, maintenance and repair capabilities of the Operations Center at its current location the proposed text amendment is consistent and compatible with the existing and projected needs and resources of the community, in keeping with this policy.

Finding: The proposal is consistent with the Comprehensive Plan. The MUC-1 Zone District allows for public utilities as a Conditional Use. The conditional use review process allows for a discretionary review process of uses that are not permitted outright within the zone district in which they are proposed. The process allows the Planning Commission to evaluate impacts on jobs, housing and other uses within the zone district in which the conditional use is proposed. If the proposed text amendment, and a subsequent conditional use application is approved to allow an expansion of the PGE Operations Center, there will remain significant vacant and re-developable land within the MUC-1 and MUC-2 zone districts along both sides of Beavercreek Road to OR 213 and from Warner-Milne Road down the Molalla Avenue / 7th Street Corridor. Also, all the permitted land uses in the MUC-1 zone district are also permitted in the C-General Commercial Zone District and the MUD-Mixed Use Downtown District. So, the use of the subject properties for expansion of a public utility would not be detrimental to the amount of available land remaining for mixed use development and is compatible with the community's needs and resources.

Diverse Economy 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.

Applicant Response: This policy is a directive to the City. The proposed text amendment will recognize a long-standing existing land use at its existing location. It does not significantly affect the current Land-Use Map designation. It does not propose a change in the Land-Use Map or affect the City's ability to main[tain] the Land-Use Map as the official long-range planning guide for development in the city. The proposal will have no impact on this policy directive.

Finding: The proposal is consistent with the Comprehensive Plan.

OC2040 CHAPTER 3 - CONNECTED INFRASTRUCTURE

Connected Infrastructure 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.

Applicant Response: The electric power supply and service system is part of the city's essential infrastructure. All parts of the community are connected to the power supply, which requires periodic service and maintenance. The power supply may also require local or city-wide emergency repair and restoration as a result of interruptions caused by human-caused accidents or natural events or disasters. The first response to these scheduled and unscheduled events is provided by the Operations Center. The proposed text amendment will enable a development application to allow the Operations Center to maintain an improved supply of materials and equipment necessary to address the requirements of regular scheduled maintenance as well as emergencies, and to plan and provide for the crews and additional equipment that is required for an effective response to these events. For these reasons the proposed text amendment is in keeping with this Goal to ensure the infrastructure is maintained and improved to adequately serve existing and newly developing areas the city.

Finding: The proposal is consistent with the Comprehensive Plan. The City of Oregon City Addendum to the Clackamas County Multi-Jurisdictional Hazard Mitigation Plan⁴ designates the electrical power system as critical infrastructure that is subject to disruptions due to natural and human-caused events including earthquakes, windstorms and winter weather. The proposed text amendment will allow PGE to maintain and expand its on-site capacity to respond to such events.

Connected Infrastructure Policy 2.4

Increase resiliency to climate change, natural hazard events, and cyber intrusions in public utility infrastructure.

Applicant Response: A result of the proposed text amendment will be to enable PGE to apply for a Conditional Use Permit to improve its facilities at the Operations Center to accommodate service crews, emergency response personnel, and additional materials and equipment, that will be necessary to respond to outages caused by weather events related to climate, human-caused accidents, and natural hazard events. These measures will improve the overall function and resiliency of operations at the facility to provide power system repair and faster restoration of service to the community.

Finding: The proposal is consistent with the Comprehensive Plan.

Connected Infrastructure Goal 3

Serve the health, safety, and welfare of all Oregon City residents through provision of comprehensive public facilities and services.

Applicant Response: The power supply is an essential facility for the public in all parts of the city. The Operations Center provides new connections to the power supply, power supply management, and maintenance and repair throughout the entire city. These functions are consistent with this policy.

Finding: The proposal is consistent with the Comprehensive Plan.

⁴ <https://www.orcity.org/DocumentCenter/View/2680/2019-Oregon-City-Addendum-to-Clackamas-County-Natural-Hazard-Mitigation-Plan-PDF>

Connected Infrastructure Policy 3.4

Coordinate with service providers to ensure high levels of public utility and infrastructure service.

Applicant Response: The City can coordinate with PGE through the development review process and other methods to ensure that new development can be provided with electric power. The proximity of the Operations Center to the City's public works department will also help insure the continuity of high levels of public utility and infrastructure service.

Finding: The proposal is consistent with the Comprehensive Plan. The City includes PGE as an agency partner during the development review process, on capital improvement projects, and throughout the construction process.

Connected Infrastructure GOAL 4

Promote and support energy conservation, sustainability, and resiliency through best practices in infrastructure planning, operations, and management.

Applicant Response: The proposed text amendment complies with this policy by enabling PGE to plan and request approval for improvements to the Operation Center facilities, which will allow for improvement in the conduct and management of its operations including power supply management and distribution, maintenance and service; energy conservation, and resiliency. The anticipated improvements will include facilities to support conversion of the PGE fleet vehicles to electric power, which will promote a transition from fossil fuels and support energy conservation, and sustainability.

Finding: The proposal is consistent with the Comprehensive Plan.

Connected Infrastructure Policy 4.1

Identify and seek opportunities for sustainable practices in management and operation of public facilities and services.

Applicant Response: The expansion of the Operations Center will include looking at opportunities for expanded EV charging for fleet vehicles and the potential for rooftop solar.

Finding: The proposal is consistent with the Comprehensive Plan.

Connected Infrastructure 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.

Applicant Response: The development and integration of electric power generating sources and facilities such as solar and co-generation are system-wide issues that are outside the scope of operations of the local Operations Center. Such sources of power are becoming an increasing part of the mix of power sources that serves the public. The Operations Center works with property owners on planning and coordinating for solar power at their homes or businesses, the installation of EV chargers, in conservation measures such as efficient lighting programs for business and industry, and in power-conserving street lighting. These measures contribute to sustainable practices in the operation and management of public facilities and services.

Finding: The proposal is consistent with the Comprehensive Plan.

OC2040 CHAPTER 4 - PROTECTED ENVIRONMENT

PROTECTED ENVIRONMENT 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.

Applicant Response: The electric power system is part of the city's essential infrastructure and is recognized as "Critical Infrastructure" in the City of Oregon City Addendum to the Clackamas County Multi-Jurisdictional Hazard Mitigation Plan/Volume II: Oregon City Addendum, March 2019, Table OC-6 Critical Infrastructure in Oregon City, page OC-16. "Critical Infrastructure" means "Infrastructure that provides necessary services for emergency response" (page OC-16). The proposed text amendment will allow an application to request improvement and expansion of the Oregon City Operations Center that will include facilities to manage and support personnel, equipment, and materials that would be critical to restoring electric power that would

be interrupted as a result of natural events and disasters involving weather, geological forces, or other emergencies. Supporting the plans, programs and investments for the Operations Center improvement and expansion will aid in the rapid respond and recovery efforts involved in restoring power to the community and is consistent with this Goal.

Finding: The proposal is consistent with the Comprehensive Plan.

Connected Infrastructure Policy 3.4 –
Prioritize restoration of critical services following a natural hazard event.

Applicant Response: Approving the proposed text amendment to allow an application to improve and expand the Operations Center will prioritize the restoration of electrical service by recognizing the role that additional facilities for emergency response personnel and equipment, and on-site availability of critical materials such as power poles, transformers, wires, etc., will have on the ability to conduct rapid response and restoration of power service to the community.

Finding: The proposal is consistent with the Comprehensive Plan.

Connected Infrastructure 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.

Applicant Response: Providing back-up electric power to individual uses through the use of measures such as on-site generators, battery back-up, etc., as a temporary measure in an emergency, is typically the choice and responsibility of the user, and would not be the responsibility of the Operations Center.

Finding: The proposal is consistent with the Comprehensive Plan.

Applicant's Summary regarding the City's Comprehensive Plan

The improvement and expansion of the Operations Center is necessary for PGE to meet the needs of the residents and activities of the city. Improvements to the Operations Center

facilities for power system installation, service, maintenance and repair will serve existing and new development and is consistent with the growth of the population and projected increases in housing. It is especially necessary to increase capabilities and preparation for response to emergencies that cause power outages, and for disaster relief and recovery. Recent weather-related incidents such as winter ice storms and the summer heat extremes, the increased awareness of potential major natural disasters, and the massive recovery operations that will be needed in those events, require that operational and service capabilities be updated, improved and expanded. For these reasons and considerations the proposed Code text amendment is consistent with the applicable goals and policies for a Diverse Economy, Connected Infrastructure, and Protected Environment.

Finding: The proposal is consistent with the Comprehensive Plan.

APPROVAL CRITERIA – Continued

17.68.020 - Criteria.

The criteria for comprehensive plan amendment or text or map amendment in the zoning code are set forth as follows:

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.

Applicant Response: The proposed zone Code text amendment is to recognize the existing Operation Center as a Conditional Use that is allowed in the zone. It will not provide for any other new uses that are not currently included in the zone. Any additional or new development proposed for the Operations Center will be reviewed in a new, separate Conditional Use application.

The existing Operations Center is provided with all needed public facilities and services, and the existing facilities and services are presently capable of supporting the use. At the time new development or expansion of the Operations Center is proposed the public facilities and services that are needed to support the new development will be determined. A Pre-Application Conference, PA 21-16, held in May, 2021, reviewed the expansion of the

operations center onto adjacent vacant property to the east. The public service requirements that may be needed for a potential expansion were reviewed by Development Services and discussed in its Notes report. In summary, transportation system requirements may include completing sidewalk gaps along Warner Milne Road and the east side of Beaver Creek Road and connecting to a shared use path from Beaver Creek Road to Laurel Lane. Stormwater system improvements and connections may be required. Water system and sewer system infrastructure improvements may be required to serve the new development. The specific requirements to serve the site will be determined when development plans are submitted. The Notes report indicates that all needed services are either presently capable or can be made available to serve the use.

Finding: The proposal is consistent with the Comprehensive Plan. At the time that the Applicant applies for conditional use approval and a site specific proposal is submitted for review, adequacy of available public infrastructure will be determined, and appropriate conditions of approval applied to ensure that any expansion is served with city transportation, water, sewer and stormwater improvements.

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

Applicant's Response: As noted in the Development Services Notes from Pre-App PA 21-16 Warner Milne Road is functionally classified as a Minor Arterial. No issues were identified regarding the function, capacity or level of service of the road. The only land use authorized by the proposed Code text amendment will be recognition of the existing operations center as a Conditional Use in the MUC-1 zone. Because the Code amendment will only recognize an existing use and there will be no change in the zoning district, it will be consistent with the transportation system serving the district.

Finding: The proposal is consistent with the Comprehensive Plan. The proposed code amendment does not change the functional classification or diminish capacity of the

transportation system. At the time of conditional use review a transportation impact analysis will be required.

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.

Applicant Response: The Comprehensive Plan contains specific policies related to the provision of public services, including electric power, which control the amendment as addressed above in criterion A. The Statewide Planning Goals are not affected by the proposed Code amendment. The proposed Code Amendment will follow the OCMC procedures for citizen involvement and public hearings. The site is not designated as a natural resource or a recreation area, it is not subject to a specific natural hazard, public services can be made available, it is not designated for housing, it will be consistent with the transportation system, and it does not affect the Urban Growth Boundary. The Comp Plan policies control the amendment and the State goals do not need to be addressed in this case.

Finding: The proposal is consistent with the Comprehensive Plan. No statewide planning goals have been identified that are not already controlled by the City's comprehensive plan. Notice of the proposed amendment was provided to the Department of Land Conservation and Development, who did not provide any comments on the proposal.

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: complies. The required pre-application conference was held. A summary of the meeting is provided with the application.

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. The required neighborhood association meeting was held. A summary of the meeting is provided with the application.

III. RECOMMENDATION

Based on the findings in this report, staff recommends approval of file LEG-23-0001. 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 code amendments.

IV. EXHIBITS

- 1. Application
- 2. Public Notice
- 3. DLCD Notice
- 4. Map of MUC Zone District



LAND USE APPLICATION FORM

Type I (OCMC 17.50.030.A)

- ☐ Compatibility Review
- ☐ Lot Line Adjustment
- ☐ Non-Conforming Use Review
- ☐ Natural Resource (NROD) Verification
- ☐ Site Plan and Design Review
- ☐ Extension of Approval

Type II (OCMC 17.50.030.B)

- ☐ Detailed Development Review
- ☐ Geotechnical Hazards
- ☐ Minor Partition (<4 lots)
- ☐ Minor Site Plan & Design Review
- ☐ Non-Conforming Use Review
- ☐ Site Plan and Design Review
- ☐ Subdivision (4+ lots)
- ☐ Minor Variance
- ☐ Natural Resource (NROD) Review

Type III / IV (OCMC 17.50.030.C)

- ☐ Annexation
- ☐ Code Interpretation / Similar Use
- ☐ Concept Development Plan
- ☐ Conditional Use
- ☐ Comprehensive Plan Amendment (Text/Map)
- ☐ Detailed Development Plan
- ☐ Historic Review
- ☒ Municipal Code Amendment
- ☐ Variance
- ☐ Zone Change

File Number(s): _____
Proposed Land Use or Activity: Oregon City Development Code Text Amendment to allow for outdoor storage and maintenance activities associated with a utility facility in MUC-1 District through a Conditional Use.

Project Name: PGE Oregon City Operations Center Expansion **Number of Lots Proposed (If Applicable):** 9

Physical Address of Site: 209 Warner Milne Road, Oregon City 97045

Clackamas County Map and Tax Lot Number(s): 32E06DA00201, 32E06DA00100, 32E05CB01100, 32E05CB01200, 32E05CB01300, 32E05CB01400, 32E05CB01402, 32E05CB01500, 32E05CB01600

Applicant(s):

Applicant(s) Signature: 

Applicant(s) Name Printed: Tina Tippin **Date:** 8/18/23

Mailing Address: 121 SW Salmon St., 1WTC1302

Phone: 503.464.7672 **Fax:** _____ **Email:** tina.tippin@pgn.com

Property Owner(s):

Property Owner(s) Signature: 

Property Owner(s) Name Printed: Meredith Armstrong, Manager, PGE Property Rights Organization **Date:** 8/18/23

Mailing Address: 121 SW Salmon St., 1WTC1302

Phone: 503.464.2174 **Fax:** _____ **Email:** meredith.armstrong@pgn.com

Representative(s):

Representative(s) Signature: _____

Representative (s) Name Printed: _____ **Date:** _____

Mailing Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

All signatures represented must have the full legal capacity and hereby authorize the filing of this application and certify that the information and exhibits herewith are correct and indicate the parties willingness to comply with all code requirements.

**PORTLAND GENERAL ELECTRIC
PROPOSED OREGON CITY DEVELOPMENT CODE TEXT AMENDMENT
OREGON CITY OPERATIONS CENTER EXPANSION**

Summary of the Proposal

Portland General Electric Company (PGE) proposes a Legislative Code Text Amendment to Section 17.29.030 E. of the Oregon City Development Code (OCDC) to recognize its existing Operations Center as a Conditional Use in the MUC-1 District, including the outdoor storage and maintenance activities that are a part of that use. The Code Amendment would allow PGE to apply for a Conditional Use Permit to improve and expand the Operations Center. An application for a Conditional Use Permit would follow adoption of the Code Amendment.

Background

The PGE Operations Center is located at 209 Warner Milne Road. It is zoned MUC-1, OCDC Chapter 17.29. This District currently includes "Public Utilities and services including sub-stations..." as a Conditional Use, 17.29.030 E. That category provides for "facilities for providing electric power" (Definitions, 17.04.985) but that does not include the Operations Center, which is a power system operations, management and service facility. The proposed text amendment would modify 17.29.030 E. to include the category "Utility Facilities", which provides for the "delivery or furnishing of services" including electric power as a Conditional Use (Definitions, 17.04.1450). That would include the Operations Center.

Section 17.29.040 B. of the MUC-1 District prohibits outdoor storage. Outdoor storage of equipment and material that is required for the electric power system is part of the Operations Center and is essential to its function as a power system

management and service facility. The proposed Code Amendment would provide for outdoor storage only as associated with that specific use.

The proposed amendment to the text of 17.29.030 E. is the following:

E. Public utilities and services, and utility facilities, including substations (such as buildings, plants and other structures) and outdoor storage associated with the conditional use.

Existing Conditions

The Operations Center has been at this location since the 1950's. There have been periodic updates and improvements since that time. It currently occupies 6.59 acres along the north side of Warner Milne Road, across from the Beavercreek Road intersection. The site is identified as Tax Lots 100 and 201 on map 3-2E-06DA. PGE also owns 2.92 acres adjacent on the east to the existing facility, identified as Tax Lots 1100, 1200, and 1300 on map 3-2E-05CB, and is seeking to acquire adjacent vacant property for the facilities expansion. All of the adjacent vacant property is also zoned MUC-1.

Current facilities include an office building housing administration and operations management activities, a maintenance garage, a materials and equipment storeroom-warehouse, and a covered open storage shed. The facility includes outdoor storage area for materials and equipment, parking for PGE fleet vehicles used for power service installation and system maintenance and repair, and parking for employees.

Future Expansion and Improvements

PGE has undertaken preliminary planning and design studies for an overall redevelopment and improvement of the Operations Center. This process has made evident an immediate need for expansion of the site to provide storage for an inventory of new power poles and associated power system materials and equipment, and to allow for an adequate staging area to enable quicker response

times for storm events and other emergencies. Other elements of the future redevelopment project may include a new, relocated administration/operations building within the site, rearrangement of the on-site maintenance, outdoor storage, and parking facilities, relocation of the site's main access driveway to align with the signal-controlled intersection at Beaver Creek Road, and improvements along the public street frontage. Facilities to support conversion of the PGE fleet vehicles to electric power are also planned. These new and improved facilities will improve the Company's ability to serve its customers, respond to power system emergencies, support disaster recovery activities in the local area, and improve the resiliency of the regional operations supported by this facility.

Need for a Legislative Code Text Amendment

The OCDC does not provide a feasible alternative that would allow for the improvement and expansion of the Operations Center including the necessary outdoor storage. Under the current terms of the MUC-1 District the facility is considered to be a Non-conforming use. The only zoning District that allows outdoor storage is General Industrial (GI, Section 17.36). A proposal to change the land use designation of this site to GI would require a Comprehensive Plan Map Amendment and Zone Change. As a general-purpose industrial zone the GI District would not be consistent or compatible with the zoning and land use pattern in the surrounding area. This understanding is also reflected in the staff Notes report following Pre-Application Conference PA-22-00052, held October 25, 2022, in which it is clear that an application for a Comprehensive Plan Amendment and Zone Change to GI would not be supported. The Notes response to the question of a Plan/Zone Change to GI offers guidance to this proposal.

The proposed text amendment represents a small and limited-purpose change to the MUC-1 District. It would not change the zoning of any property or the zoning pattern of any area. It would limit outdoor storage to that associated with a Utility facility. It would allow for future consideration of a Conditional Use Permit for the improvement and expansion of the existing operations center, but not allow other new types of uses in the District. The proposed text amendment represents the least

amount of change that can address this issue and allow PGE to continue providing reliable power to the area.

OCDC Chapter 17.68 Zone Changes and 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.

This proposed amendment is initiated by an application to the planning division by the property owner, in keeping with part C.

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;

The applicable goals and policies of the "Oregon City 2040 Comprehensive Plan" (OC2040) are addressed as follows:

CHAPTER 2 DIVERSE ECONOMY

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.

The OC2040 Vision Statement for a Diverse Economy calls for an economy that is vibrant, diversified, and resilient; a thriving city with a robust economy; thriving commercial and industrial districts; a strong tourism industry; good jobs and diverse housing choices.

Achieving the growth and development outcomes of the Vision Statement requires a reliable and resilient power supply that is supported by a local service, maintenance and management system. These are the primary functions of the Operations Center. As the population, economy and housing in the community grows and diversifies during the 20-year planning period the Operations Center must be prepared to deal with

expanding requirements for providing power service and the corresponding management and routine maintenance activities, as well as emergency response to localized outages and local and community-wide disaster events.

According to the 2021 Housing Needs Analysis (HNA) the population of the city increased by 14,968 from 1990 to 2019, which was a 131% growth rate. The HNA projects that an additional 7,435 households will be required between 2021 and 2041. The ability to provide for timely power service needs, system maintenance, and appropriate emergency response required by the community depends on having adequate facilities, personnel, and equipment available at appropriate levels. These are requirements that will be addressed by the anticipated improvement and expansion of the existing Operations Center. The improvement and expansion of the Operations Center at its current location in the MUC-1 zone will not affect the Urban Growth Boundary. For these reasons the proposed text amendment is consistent with this Goal.

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.

The anticipated improvement and expansion of the Operations Center corresponds to the growth of the community that has occurred during the past twenty years, and will prepare for the growth that is projected to occur over the next twenty years. The expansion of the Operations Center at its current location in the MUC-1 zone will maintain a stable land use pattern and it will not affect overall opportunities to provide housing and jobs in the community on lands that are designated specifically for industrial, commercial, or residential use. By providing the opportunity for improved service, maintenance and repair capabilities of the Operations Center at its current location the proposed text amendment is consistent and compatible with the existing and projected needs and resources of the community, in keeping with this policy.

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.

This policy is a directive to the City. The proposed text amendment will recognize a long-standing existing land use at its existing location. It does not significantly affect the current Land-Use Map designation. It does not propose a change in the Land-Use

Map or affect the City's ability to main the Land-Use Map as the official long-range planning guide for development in the city. The proposal will have no impact on this policy directive.

CHAPTER 3 CONNECTED INFRASTRUCTURE

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.

The electric power supply and service system is part of the city's essential infrastructure. All parts of the community are connected to the power supply, which requires periodic service and maintenance. The power supply may also require local or city-wide emergency repair and restoration as a result of interruptions caused by human-caused accidents or natural events or disasters. The first response to these scheduled and unscheduled events is provided by the Operations Center. The proposed text amendment will enable a development application to allow the Operations Center to maintain an improved supply of materials and equipment necessary to address the requirements of regular scheduled maintenance as well as emergencies, and to plan and provide for the crews and additional equipment that is required for an effective response to these events. For these reasons the proposed text amendment is in keeping with this Goal to ensure the infrastructure is maintained and improved to adequately serve existing and newly developing areas the city.

Policy 2.4 Increase resiliency to climate change, natural hazard events, and cyber intrusions in public utility infrastructure.

A result of the proposed text amendment will be to enable PGE to apply for a Conditional Use Permit to improve its facilities at the Operations Center to accommodate service crews, emergency response personnel, and additional materials and equipment, that will be necessary to respond to outages caused by weather events related to climate, human-caused accidents, and natural hazard events. These measures will improve the overall function and resiliency of operations at the facility to provide power system repair and faster restoration of service to the community.

Goal 3 Serve the health, safety, and welfare of all Oregon City residents through provision of comprehensive public facilities and services.

The power supply is an essential facility for the public in all parts of the city. The Operations Center provides new connections to the power supply, power supply management, and maintenance and repair throughout the entire city. These functions are consistent with this policy.

Policy 3.4 Coordinate with service providers to ensure high levels of public utility and infrastructure service.

The City can coordinate with PGE through the development review process and other methods to ensure that new development can be provided with electric power. The proximity of the Operations Center to the City's public works department will also help insure the continuity of high levels of public utility and infrastructure service.

GOAL 4 Promote and support energy conservation, sustainability, and resiliency through best practices in infrastructure planning, operations, and management.

The proposed text amendment complies with this policy by enabling PGE to plan and request approval for improvements to the Operation Center facilities, which will allow for improvement in the conduct and management of its operations including power supply management and distribution, maintenance and service; energy conservation, and resiliency. The anticipated improvements will include facilities to support conversion of the PGE fleet vehicles to electric power, which will promote a transition from fossil fuels and support energy conservation, and sustainability.

Policy 4.1 Identify and seek opportunities for sustainable practices in management and operation of public facilities and services.

The expansion of the Operations Center will include looking at opportunities for expanded EV charging for fleet vehicles and the potential for rooftop solar.

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.

The development and integration of electric power generating sources and facilities such as solar and co-generation are system-wide issues that are outside the scope of operations of the local Operations Center. Such sources of power are becoming an increasing part of the mix of power sources that serves the public. The Operations

Center works with property owners on planning and coordinating for solar power at their homes or businesses, the installation of EV chargers, in conservation measures such as efficient lighting programs for business and industry, and in power-conserving street lighting. These measures contribute to sustainable practices in the operation and management of public facilities and services.

CHAPTER 4 PROTECTED ENVIRONMENT

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.

The electric power system is part of the city's essential infrastructure and is recognized as "Critical Infrastructure" in the City of Oregon City Addendum to the Clackamas County Multi-Jurisdictional Hazard Mitigation Plan/Volume II: Oregon City Addendum, March 2019, Table OC-6 Critical Infrastructure in Oregon City, page OC-16. "Critical Infrastructure" means "Infrastructure that provides necessary services for emergency response" (page OC-16). The proposed text amendment will allow an application to request improvement and expansion of the Oregon City Operations Center that will include facilities to manage and support personnel, equipment, and materials that would be critical to restoring electric power that would be interrupted as a result of natural events and disasters involving weather, geological forces, or other emergencies. Supporting the plans, programs and investments for the Operations Center improvement and expansion will aid in the rapid respond and recovery efforts involved in restoring power to the community and is consistent with this Goal.

Policy 3.4 Prioritize restoration of critical services following a natural hazard event.

Approving the proposed text amendment to allow an application to improve and expand the Operations Center will prioritize the restoration of electrical service by recognizing the role that additional facilities for emergency response personnel and equipment, and on-site availability of critical materials such as power poles, transformers, wires, etc., will have on the ability to conduct rapid response and restoration of power service to the community.

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.

Providing back-up electric power to individual uses through the use of measures such as on-site generators, battery back-up, etc., as a temporary measure in an emergency, is typically the choice and responsibility of the user, and would not be the responsibility of the Operations Center.

Summary: The improvement and expansion of the Operations Center is necessary for PGE to meet the needs of the residents and activities of the city. Improvements to the Operations Center facilities for power system installation, service, maintenance and repair will serve existing and new development and is consistent with the growth of the population and projected increases in housing. It is especially necessary to increase capabilities and preparation for response to emergencies that cause power outages, and for disaster relief and recovery. Recent weather-related incidents such as winter ice storms and the summer heat extremes, the increased awareness of potential major natural disasters, and the massive recovery operations that will be needed in those events, require that operational and service capabilities be updated, improved and expanded. For these reasons and considerations the proposed Code text amendment is consistent with the applicable goals and policies for a Diverse Economy, Connected Infrastructure, and Protected Environment.

- 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;

The proposed zone Code text amendment is to recognize the existing Operation Center as a Conditional Use that is allowed in the zone. It will not provide for any other new uses that are not currently included in the zone. Any additional or new development proposed for the Operations Center will be reviewed in a new, separate Conditional Use application.

The existing Operations Center is provided with all needed public facilities and services, and the existing facilities and services are presently capable of supporting the use. At the time new development or expansion of the Operations Center is proposed the public facilities and services that are needed to support the new

development will be determined. A Pre-Application Conference, PA 21-16, held in May, 2021, reviewed the expansion of the operations center onto adjacent vacant property to the east. The public service requirements that may be needed for a potential expansion were reviewed by Development Services and discussed in its Notes report. In summary, transportation system requirements may include completing sidewalk gaps along Warner Milne Road and the east side of Beaver Creek Road and connecting to a shared use path from Beaver Creek Road to Laurel Lane. Stormwater system improvements and connections may be required. Water system and sewer system infrastructure improvements may be required to serve the new development. The specific requirements to serve the site will be determined when development plans are submitted. The Notes report indicates that all needed services are either presently capable or can be made available to serve the use.

- 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

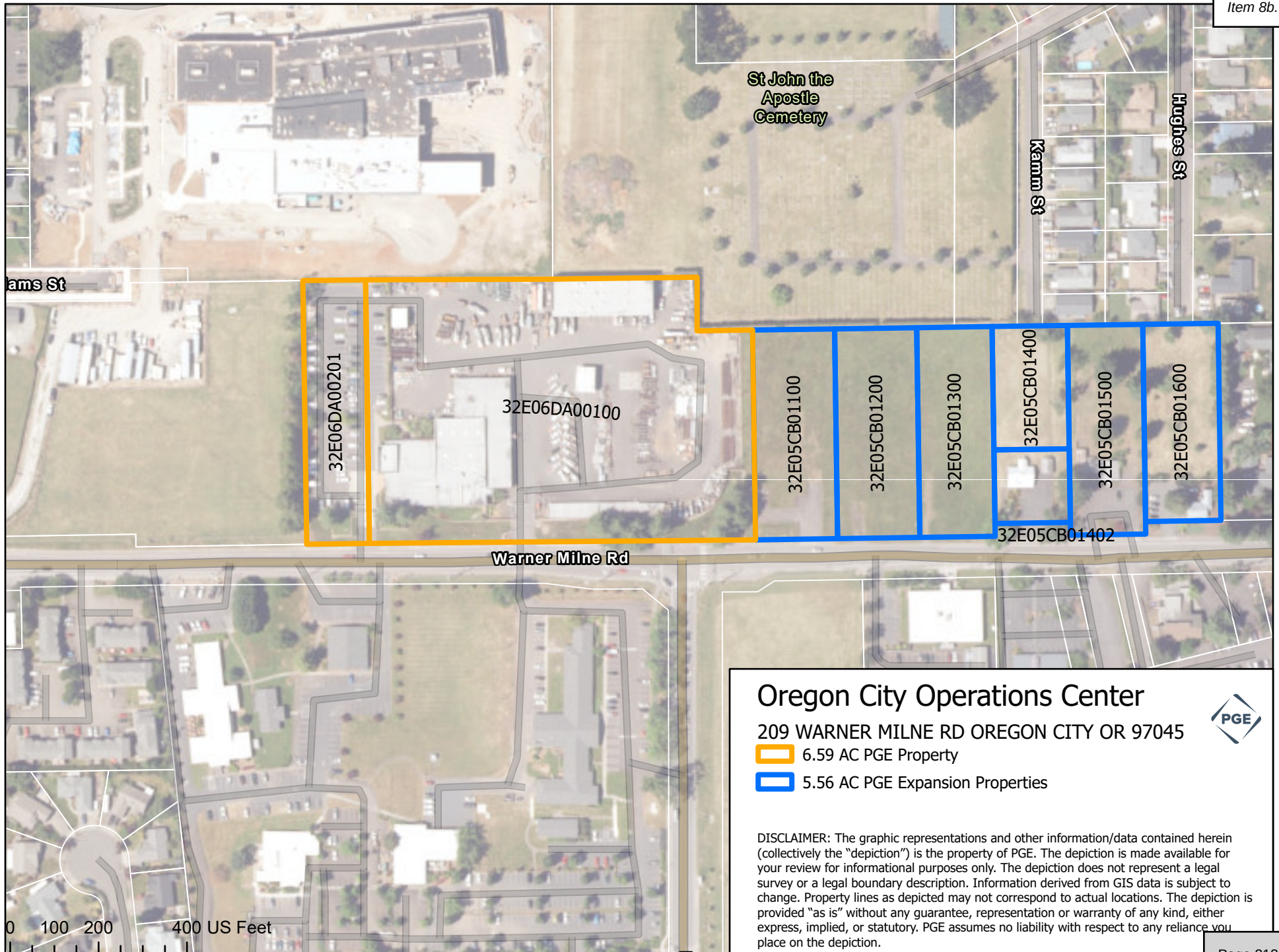
As noted in the Development Services Notes from Pre-App PA 21-16 Warner Milne Road is functionally classified as a Minor Arterial. No issues were identified regarding the function, capacity or level of service of the road. The only land use authorized by the proposed Code text amendment will be recognition of the existing operations center as a Conditional Use in the MUC-1 zone. Because the Code amendment will only recognize an existing use and there will be no change in the zoning district, it will be consistent with the transportation system serving the district.

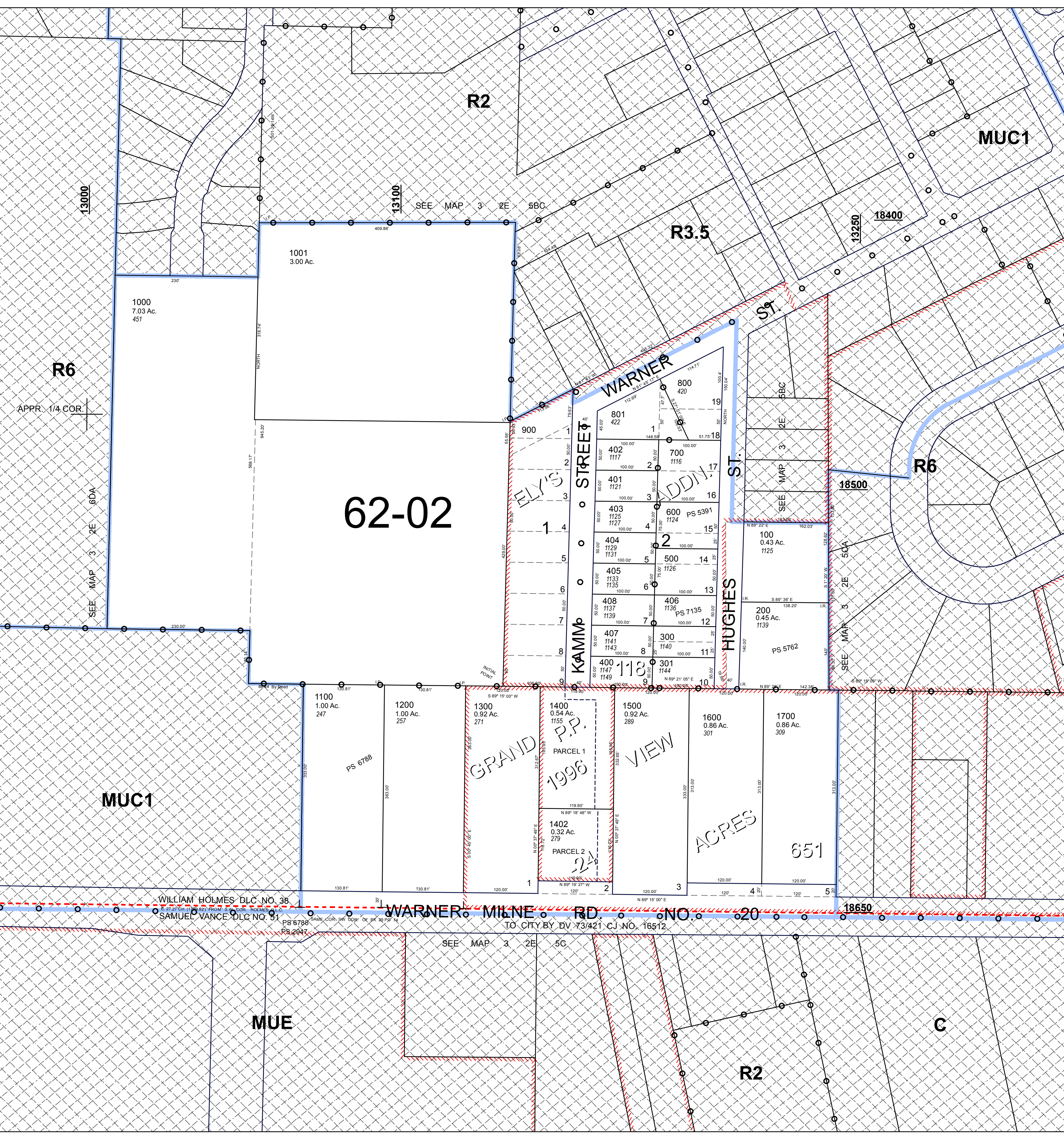
- D. Statewide planning goals shall be addressed if the comprehensive plan does not contain specific policies or provisions which control the amendment.

The Comprehensive Plan contains specific policies related to the provision of public services, including electric power, which control the amendment as addressed above in criterion A. The Statewide Planning Goals are not affected by the proposed Code amendment. The proposed Code Amendment will follow the OCDC procedures for citizen involvement and public hearings. The site is not designated as a natural resource or a recreation area, it is not subject to a specific

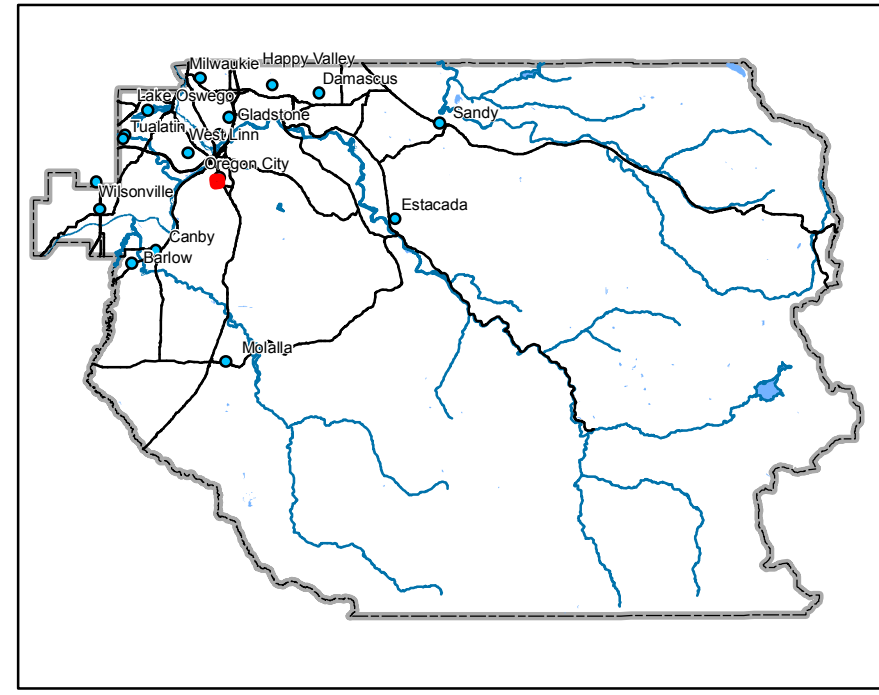
natural hazard, public services can be made available, it is not designated for housing, it will be consistent with the transportation system, and it does not affect the Urban Growth Boundary. The Comp Plan policies control the amendment and the State goals do not need to be addressed in this case.

The proposed text amendment provides for future consideration for the improvement and expansion of the Operations Center as a Conditional Use in the MUC-1 zone. A separate application for a Conditional Use Permit will be required, allowing for the review of a specific development proposal. The Code amendment as proposed does not allow for new or additional uses in the zone. The proposed Code amendment is a small change to the text of the MUC-1 zone, and the specialized nature of the facility it provides for will result in minimal impact to other properties in the MUC-1 District.



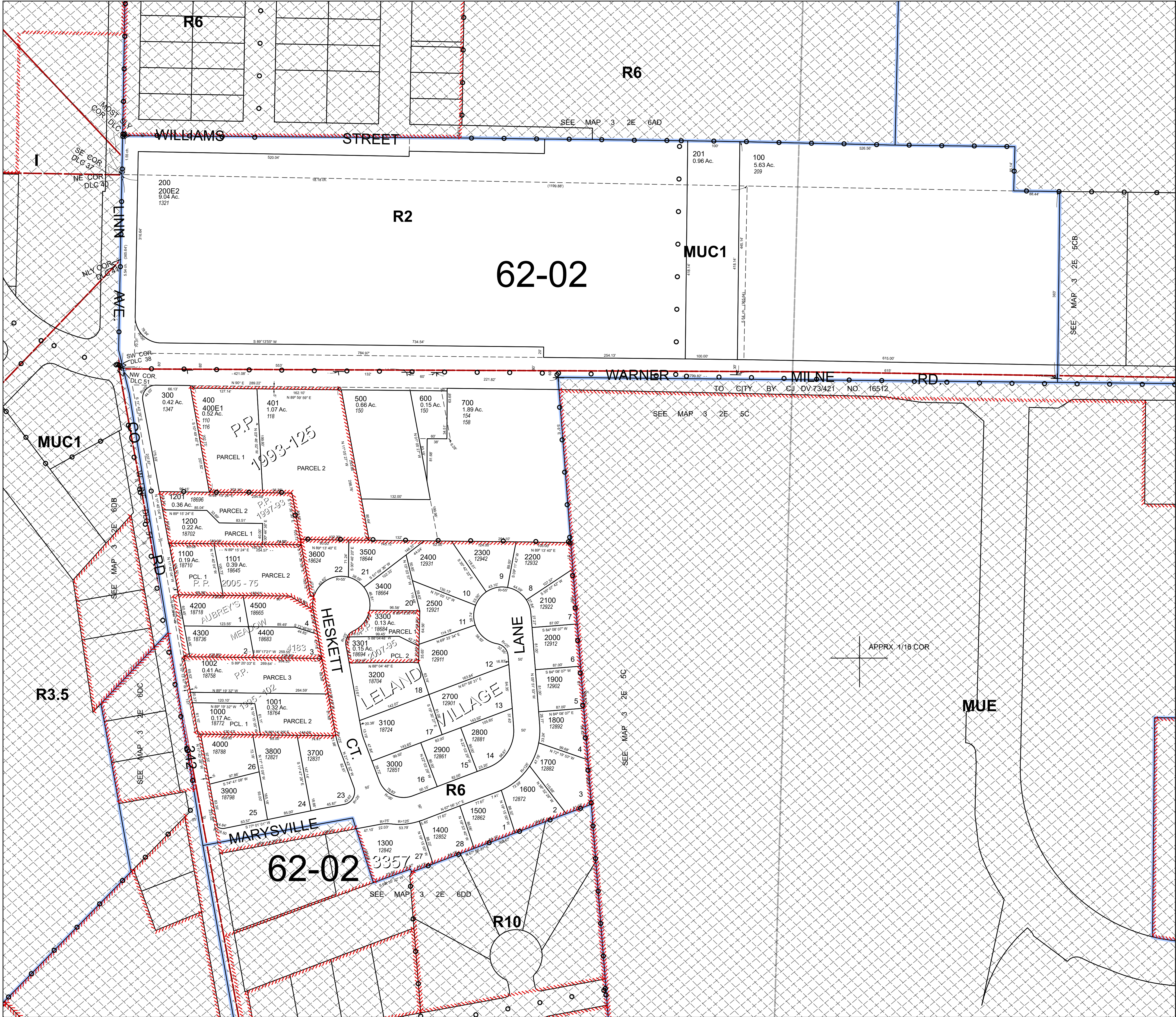


- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT
PURPOSES ONLY





3 2E 06DA
OREGON CITY

N.E. 1/4 S.E. 1/4 SEC.06 T.3S. R.2E. W. M.
CLACKAMAS COUNTY

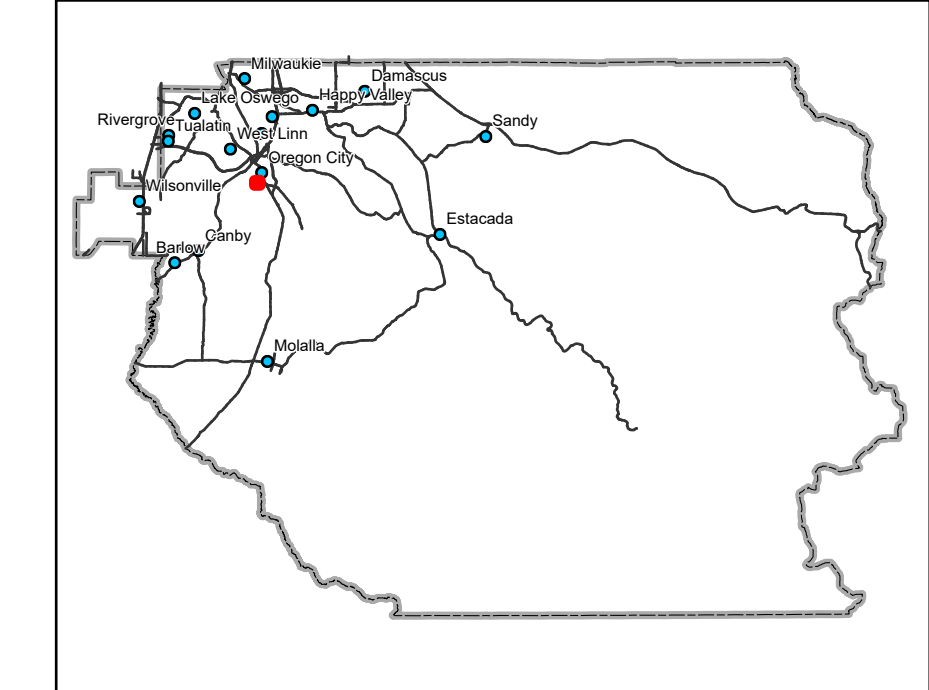
1" = 100'

D. L. C.
WILLIAM HOLMES NO. 38
SAMUEL VANCE NO. 51

Cancelled

- 200E1
- 202
- 901
- 790
- 993
- 990
- 991
- 800
- 801
- 900
- 4100
- 6000

- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- Tax Code Lines
- Map Index
- Water Lines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT
PURPOSES ONLY

3 2E 06DA
OREGON CITY

Print Date: 6/26/2023

ELYVILLE NEIGHBORHOOD ASSOCIATION MEETING SUMMARY

On May 9, 2023, PGE attended the regular meeting of the Elyville Neighborhood Association to discuss the proposed Development Code Text Amendment. The Text Amendment would allow PGE to apply for a Conditional Use Permit to expand and redevelop its existing Operations Center on Warner Milne Road.

PGE was represented at the meeting by Meredith Armstrong, Manager Property Services; Tina Tippin, Senior Property Specialist; and Jeff Tross, Tross Consulting, Inc., Land Use Planning.

PGE had invited the adjacent Rivercrest Neighborhood Association to attend the meeting but no one identified with that organization was present.

The meeting was chaired by Karla Laws, Elyville N.A. Chairperson. Four others attended, as shown on the enclosed sign-up list.

Meredith Armstrong discussed the proposed Text Amendment and described the proposed redevelopment and expansion of the existing Operations Center. She stated the project is necessary to serve the current and projected growth of the community; to provide additional outdoor storage space for service, maintenance and repair equipment and vehicles; to provide facilities for additional power line crews; to better prepare for future emergencies that affect the power supply such as the recent heat wave, ice storm, and fires; and to be more resilient to these as well as a major natural disaster such as an earth quake. She also described the intent to re-align the current site access driveway with the signalized intersection at Beaver Creek Road.

Comments from the public were positive. The Chair noted that demand for electric power will increase as the use of other energy sources decreases, and acknowledged the recent weather events that affected the power supply. A comment was made that PGE is a good neighbor. Another comment encouraged PGE to acquire property to the east along Warner Milne Road.

There were no comments objecting to the proposal, and no further questions.

May 8, 2023 Elyville Neighborhood Association sign in sheet

ENA Sign In
5/9/23

Name	Address	email / phone
Marie Lewis	419 Ransom St.	marie.lewis@gmail.com
Carson Miller	7221 Ransom St	carson.miller@gmail.com (parent)
Tina Tippet	131 SW Salmon St Portland, OR 97201	tina.tippett.pgn.com
Meredith Armstrong	121 SW Salmon St Portland, OR 97201	meredith.armstrong.pgn.com
Jeff Truss	1720 Liberty St SE Gresham, OR 97030	jefftruss@gmail.com
Lucy Schaffer	304 Cambridge St.	lucyschaffer@gmail.com
Bertie Adrian	613 Logue St CC	bertieadrian@yahoo.com
Gary Avery	451 Warner St OC	
Will Tansley	516 Logue	willtansley@yahoo.com

PhotoScan by Google Photos



Submitted On-line/Sent To DLCD: 09/14/2023

Local File #: GLUA-23-00029 LEG-23-00001

1st Hearing: 11/13/2023 Days Difference: 60

Final Hearing: Days Difference:

Proposal Type:

- ☐ Comprehensive Plan Map Change
- ☐ Zoning Map Change
- ☐ Comprehensive Plan Map & Zoning Map Change
- ☐ Comprehensive Plan Text Change
- ☒ Land Use Regulation Change
- ☐ UGB using Simplified Method (div 38)
- ☐ UGB amendment by city with population less than 2,500 within UGB (div24)
- ☐ UGB amendment of 50 acres or less by a city with population 2,500 or more within UGB (div 24)
- ☐ UGB amendment adding more than 50 acres by city with population 2,500 or more within UGB (div 24)
- ☐ UGB amendment that adds more than 100 acres by Metro (div 24)
- ☐ Urban Reserve designation by Metro or a city with population 2,500 or more within UGB
- ☐ Urban Reserve amendment to add over 50 acres by a city with population 2,500 or more within UGB
- ☐ Urban Reserve designation or amendment by a city with population less than 2,500 within UGB
- ☐ Urban Reserve amendment by Metro
- ☐ Urban Reserve Other
- ☐ Annexation
- ☐ Other
- ☐ Periodic Review Task

Summary of Proposed Change: Portland General Electric Company (PGE) proposes a Legislative Zoning Code Text Amendment to Section 17.29.030 E. of the Oregon City Municipal Code to recognize its existing Operations Center as a Conditional Use in the Mixed Use Corridor (MUC-1) District, including the outdoor storage and maintenance activities that are a part of that use. The Code Amendment would allow PGE to apply for a Conditional Use Permit to improve and expand the Operations Center. An application for a Conditional Use Permit would follow adoption of the Code Amendment.

An exception to a statewide planning goal is proposed: No

Goals Subject to Exception:

Total Acres: 12.23

Locations:

Contacts:

Peter Walter

Documents:

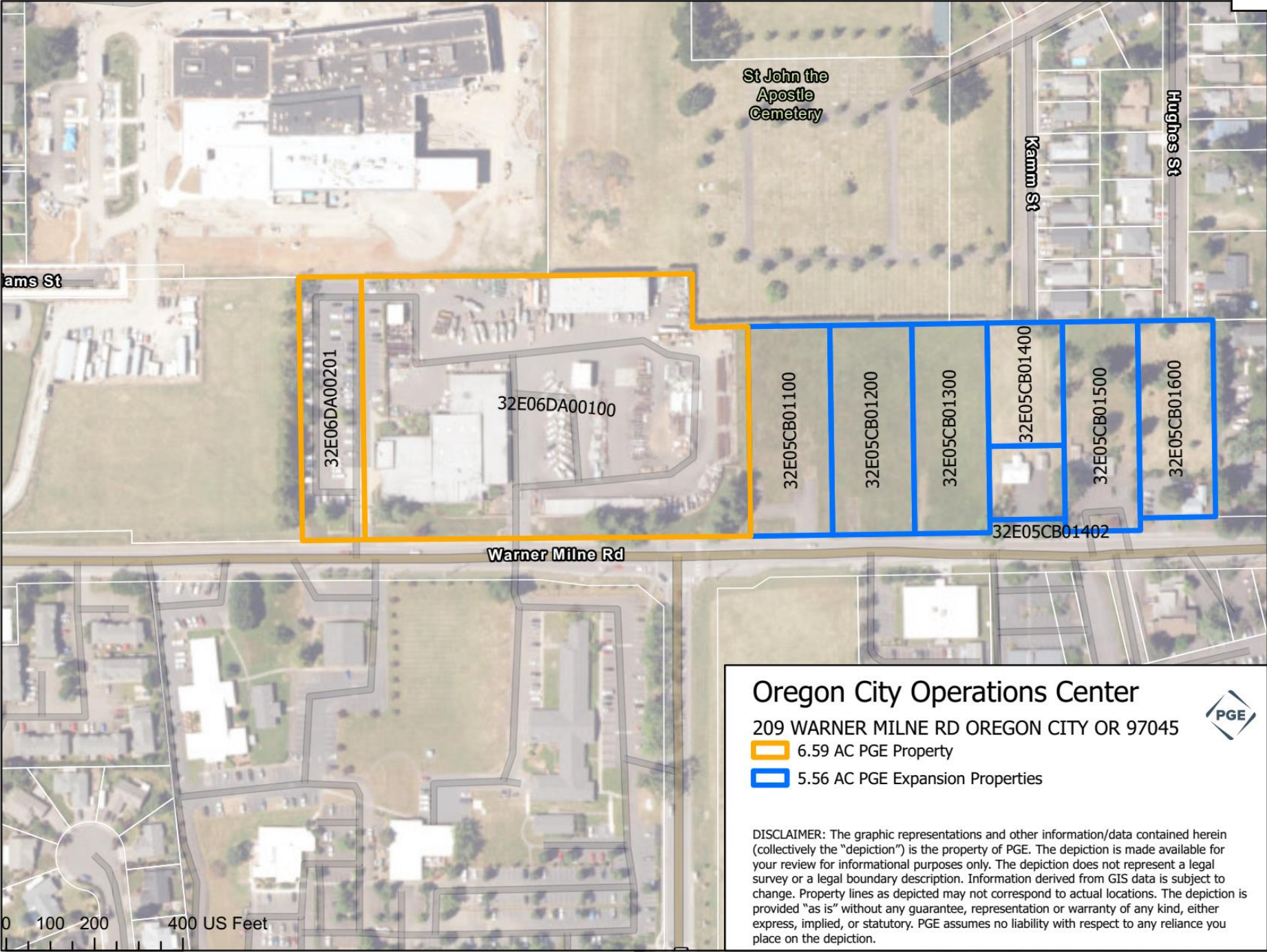
Uploaded	Document Name
09/14/2023	Proposal_Legislative Narrative_2023-09-14_12-44-06.pdf
09/14/2023	Proposal_Aerial of taxlots_2023-09-14_12-44-14.pdf
09/14/2023	Proposal_Land Use app_2023-09-14_12-44-21.pdf
09/14/2023	Proposal_OC2040 Comp Plan Goals and Policies for PGE Expansion_2023-09-14_12-44-30.docx
09/14/2023	Proposal_Tax Maps_2023-09-14_12-44-45.pdf
10/03/2023	Revision_Operations Center Code Amend Narrative 10-2-23 Final_2023-10-03_09-18-19.docx



NOTICE OF PLANNING COMMISSION PUBLIC HEARING

HEARING DATE:	On Monday, November 13, 2023 the City of Oregon City Planning Commission will conduct a public hearing at 7:00 p.m. in the Commission Chambers at the Robert Libke Public Safety Building, 1234 Linn Avenue, Oregon City 97045 and virtually on the following Legislative Application. Any interested party may testify at the public hearings or submit written testimony at or prior to the close of the hearing. Please contact planning@orccity.org to provide virtual testimony. The meeting may be viewed live at www.youtube.com/user/CityofOregonCity . Written comments must be received by the Planning Division by 4pm on November 1 st , 2023 to be included in the staff report. Written comments received after that date will be provided to the Commission but may not be included in the staff report. The agenda and associated report will be posted at www.orccity.org/meetings one week prior to the meeting. The City Commission hearing date for this application will be scheduled once the Planning Commission reaches a formal recommendation.	
FILE NUMBERS:	GLUA 21-00029 and LEG 23-00001: Legislative Zoning Code Text Amendment	
APPLICANT:	Portland General Electric (PGE)	
PROPOSAL:	PGE proposes a Legislative Code Text Amendment to Chapter 17.29 – <i>Mixed Use Corridor</i> , Section 17.29.030 E. of the Oregon City Municipal Code (OCDC) to recognize its existing Operations Center as a Conditional Use in the MUC-1 District, including the outdoor storage and maintenance activities that are a part of that use. The Code Amendment would allow PGE to apply for a Conditional Use Permit to improve and expand the Operations Center. An application for a Conditional Use Permit would follow adoption of the Code Amendment.	
WEBPAGE:	https://oregoncity.teammunicode.com/communitydevelopment/project/glua-23-00029-leg-23-00001	
LOCATION:	289 Warner Milne Rd (3-2E-05CB-01500), No Address (3-2E-06DA-00201), 279 Warner Milne Rd (3-2E-05CB-01402), 301 Warner Milne Rd (3-2E-05CB-01600), 209 Warner Milner Rd (3-2E-05CB-01100), No Address (3-2E-05CB-01300), 1155 Warner Milne Rd (3-2E-05CB-01400), No Address (3-2E-05CB-01200), No Address (3-2E-06DA-00100)	
STAFF CONTACT:	Pete Walter, Planning Manager, Ph: (503) 496-1562 Email: pwalter@orccity.org	
NEIGHBORHOOD ASSOC. / CPOs:	Elyville	Date of Meeting: 5/9/2023
CRITERIA:	Oregon City Municipal Code (OCMC) OCMC 17.50 <i>Administration and Procedures</i> , OCMC 17.68 <i>Zoning Changes and Amendments</i> , the <i>Oregon City Comprehensive Plan (2004)</i> , and <i>Statewide Land Use Planning Goals</i> .	
For tips on submitting public comments, please visit www.orccity.org/planning/how-do-i and click on “How do I Make the Most Effective Comments on Development Applications?”. Please do not hesitate to give us a call to learn more about the development process.		

This legislative application is subject to the Administration and Procedures section of the Oregon City Code set forth in Chapter 17.50. The application and all supporting documents submitted by or on behalf of the applicant are available for inspection at no cost at the Oregon City Planning Division, 695 Warner Parrott Road, during regular business days, 9am-4pm Monday thru Friday. Copies of these materials may be obtained for a reasonable cost. The staff report, with all the applicable approval criteria, will also be available for inspection seven days prior to the hearing. Any interested party may testify at the public hearing and/or submit written testimony at or prior to the close. Notice of the decision shall be sent to all persons submitting comments and providing a return address. The procedures that govern the hearing will be posted at the hearing and are found in OCMC Chapter 17.50 the City Commission’s Rules of Procedure.



City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

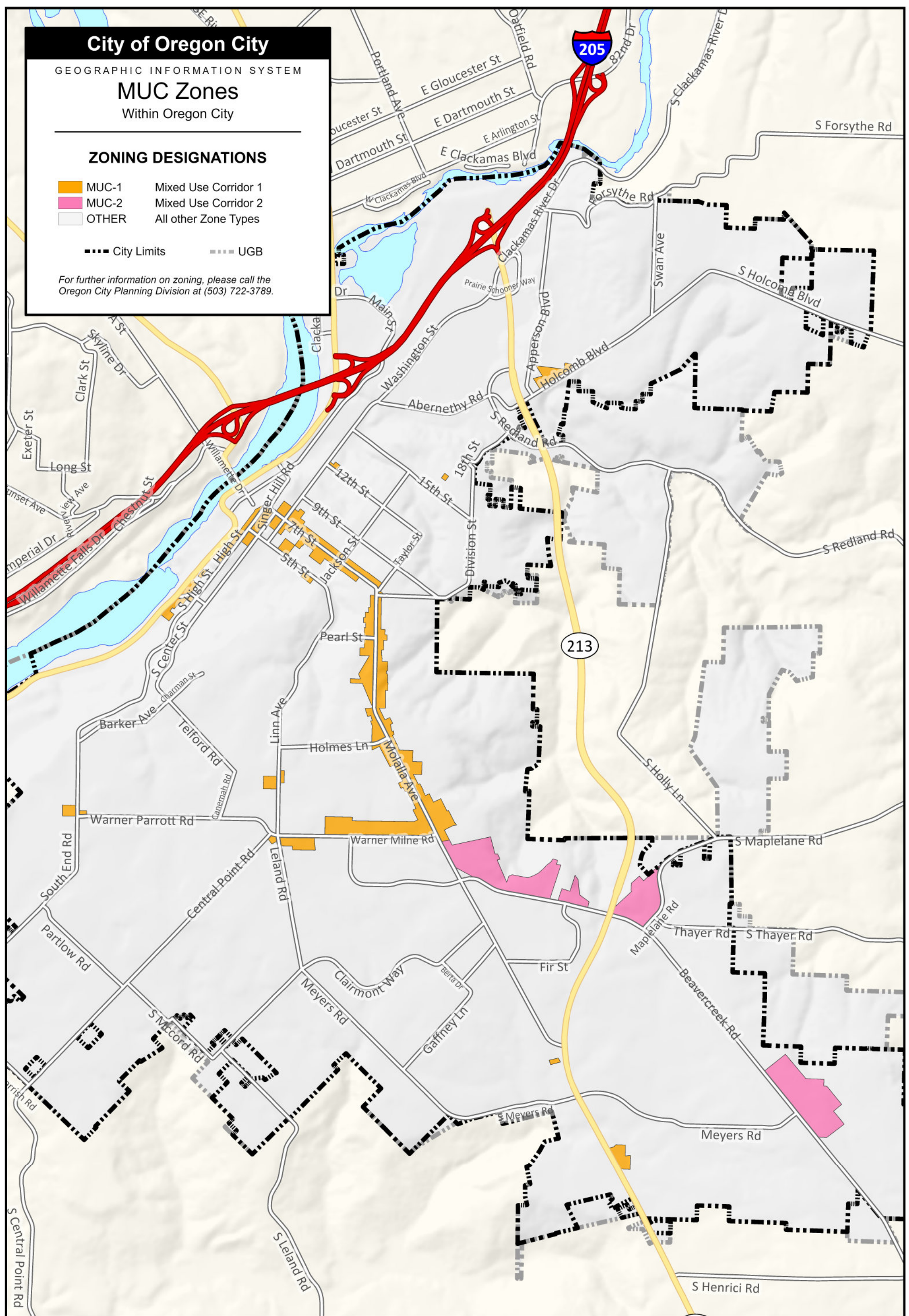
MUC Zones

Within Oregon City

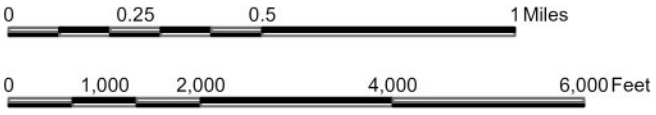
ZONING DESIGNATIONS

- MUC-1 Mixed Use Corridor 1
- MUC-2 Mixed Use Corridor 2
- OTHER All other Zone Types
- City Limits
- UGB

For further information on zoning, please call the Oregon City Planning Division at (503) 722-3789.



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, or surveying purposes. Notification of any errors is appreciated.



City of Oregon City
P.O. Box 3040
625 Center Street
Oregon City, OR 97045
503-657-0891 phone
503-657-7892 fax
www.oregoncity.org





CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 12/06/2023

SUBJECT:

Resolution 23-30, Supporting the Formation of Congressional Truth and Healing Commission on Indian Boarding School Policies

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-30.

BACKGROUND:

Metro Councilor Christine Lewis requested Oregon City's support for S.1723. More information about this bill can be found here:

<https://boardingschoolhealing.org/truthcommission/>

A list of other cities that have voiced support can be found here:

<https://boardingschoolhealing.org/advocacy/resolutions-and-petitions/>

OPTIONS:

1. Approve Resolution 23-30
2. Do not approve Resolution 23-30 and provide staff with direction

RESOLUTION NO. 23-30

A RESOLUTION PROCLAIMING SUPPORT FOR CONGRESSIONAL LEGISLATION TO ESTABLISH THE TRUTH AND HEALING COMMISSION ON INDIAN BOARDING SCHOOL POLICIES ACT

WHEREAS, assimilation and “civilization” processes against Native Americans, such as the Indian Boarding School Policies, were adopted by the United States to strip American Indian, Alaska Native, and Native Hawaiian children of their Indigenous identities, beliefs, and languages; to assimilate them into non-Native culture through federally funded and controlled Christian-run schools, which had the intent and, in many cases, the effect, of termination, with dire and intentional consequences on the cultures and languages of Indigenous Peoples; and

WHEREAS, as early as 1819 and until 1969, the United States federal government directly or indirectly supported approximately 521 Indian Boarding Schools across 38 states, often church run, at which assimilation and “civilization” practices were inflicted on those children as part of the federal government’s goal of advancing eradication of Indigenous Peoples in the United States; and,

WHEREAS, the United States Indian Boarding School policy’s deliberate intent was to separate Native American children from their families, cultures, communities, and Tribal Nations through removal and reeducation; and,

WHEREAS, many tribal children were sent to boarding schools that served as a place to experiment on and abuse children medically, physically, psychologically, and sexually; and,

WHEREAS, the 2018 Broken Promises Report published by the U. S. Commission on Civil Rights reported that American Indian and Alaska Native Peoples continue to experience intergenerational trauma resulting from experiences in Indian boarding schools, which divided families, undermined cultural and societal structures, damaged Indigenous identities, and inflicted chronic psychological damage to American Indian and Alaska Native children and families; and,

WHEREAS, Congress introduced legislation titled the Truth and Healing Commission on Indian Boarding School Policies Act to establish the Truth and Healing Commission (Commission) on Indian Boarding School Policies in the United States, conduct a full inquiry into the assimilative policies of U.S. Indian boarding schools, and provide recommendations for justice and healing; and

WHEREAS, the purposes of the Act are to establish a Truth and Healing Commission on Indian Boarding School Policies in the United States to formally investigate and document, for the first time in history, the attempted termination of cultures and languages of Indigenous Peoples, assimilation practices, and human rights violations that occurred against American Indians, Alaska Natives, and Native Hawaiians through Indian Boarding School Policies in furtherance of the motto to “kill the Indian in him and save the man”; and to formally investigate and document the impacts and ongoing effects of historical and intergenerational trauma in Native communities, including the effects of the attempted cultural and linguistic termination of American Indians, Alaska Natives, and Native Hawaiians, resulting from Indian Boarding School Policies, among other things; and,

WHEREAS, the Commission's main role is to develop recommendations on actions the federal government can take to adequately hold itself accountable for, and redress and heal, the historical and intergenerational trauma inflicted by the Indian Boarding School Policies and Practices; now therefore,

NOW, THEREFORE, OREGON CITY RESOLVES that the Metro Council hereby supports congressional efforts to pass legislation approving the Truth and Healing Commission on Indian Boarding School Policies Act and bolstering initiatives, and subsequent recommendations, to hold the federal government accountable for, and redress and heal, the historical and intergenerational trauma inflicted by the Indian Boarding School Policies.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of December 2023.

DENYSE C. MCGRUFF
Mayor

Attested to this 6th day of December 2023:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney



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: 12/06/23

SUBJECT:

Miscellaneous Contract and Agreement No. 73000-00019224 with the Oregon Department of Transportation for the Oregon City Quiet Zone

STAFF RECOMMENDATION:

Authorize approval of the Miscellaneous (Misc.) Contract and Agreement No. 73000-00019224 with the Oregon Department of Transportation (ODOT) for the Oregon City Quiet Zone Project (CI 22-015).

EXECUTIVE SUMMARY:

Oregon City was awarded the United States Department of Transportation (USDOT) Earmark 2022 for safety improvements. These federal funds will provide safety improvements and establish a quiet zone at the 10th & 11th Street railroad crossings. This intergovernmental agreement (IGA) outlines the delivery of this federally funded project by ODOT. On November 15, 2023 the City Commission raised concern about the full financial impact this project might have on the City. This staff report includes an explanation memo responding to these concerns.

BACKGROUND:

Staff have been working on implementing a railroad quiet zone in the Oregon City downtown area for several years. Through this work, staff identified two public grade crossings in downtown Oregon City (at 10th Street/Singer Hill and 11th Street) as possible quiet zone locations.

A "Quiet Zone" is a dedicated area where railroads are directed to cease the routine sounding of train horns when approaching public rail line crossings, though horns may still be used in emergency situations. At-grade crossings, within quiet zones, will still be required to be equipped with standard flashing signals, gates and audible bells.

Currently, under the Code of Federal Railroad Regulations (CFR) Train Horn Rule, locomotive engineers must sound a train's horn in advance of all public grade

crossings. The sounding of the horn is required to be at least 15 seconds, and no more than 20 seconds, in advance of all public grade crossings. The horn must be sounded in a standardized pattern of 2 long, 1 short, and 1 long blasts. This Train Horn Rule provides an opportunity for cities to mitigate the effects of train horn noise by establishing quiet zones.

Quiet zones are established by the local governments who are required to mitigate the increased risk caused by the absence of train horns. Local governments must work in cooperation with the railroad (who own the track) and the appropriate state and federal transportation authorities to assemble a diagnostic team. This team works to assess the risk of collision at each grade crossing, where proposed sites will cease train horn use.

In early 2021, staff were made aware of a Community Project Funding opportunity. The Oregon City Downtown Quiet Zone Project fit the funding criteria and was identified as a good candidate; therefore, a Community Project Funding Request was submitted to Oregon Congressman Schrader. Utilizing the concept work (completed in 2019), staff updated the cost estimate, based on inflation costs and the need for ODOT to deliver a federally funded transportation project. The updated cost was submitted for the Congressional Funding Request of \$2.6 million in mid-April 2021. This cost included the federal funding request of \$2 million and a local funding match (by the City) of \$600,000 for the project. In late April, Congressman Schrader shared his list of ten important community projects in Oregon's 5th District, which included the Oregon City Quiet Zone.

The City Quiet Zone Project is described as follows, "The funding would be used for design and construction of a Quiet Zone. For many years the City has been working on ways to establish a railroad quiet zone in historic Downtown Oregon City. The zone would foster prosperous economic development, and the community and surrounding area would see several benefits: crossing improvements to create safer at-grade railroad crossings for people driving, walking and biking; fostering development of creative live/work opportunities in downtown Oregon City, part the Oregon City Regional Center; additional businesses attracted to downtown Oregon City through improved quality of life from reduced noise levels; and improved access to the Oregon City Transit Center, which would encourage ridership and reduce car trips by allowing people to live near where they work."

The Oregon City Quiet Zone was ultimately included in the package of projects receiving funding in the House of Representatives (HR) 4550 – Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2022.

Oregon City is not certified to deliver federally funded projects; therefore, an IGA is necessary to complete this work. This IGA lays out ODOT's delivery of this federally funded project, on behalf of the City. The total project cost is estimated at \$2,600,000. The local match for this project is \$600,000.

Federal funds for this Project shall be limited to \$2,000,000.00. The City shall be responsible for all remaining costs, including any non-participating costs, all costs more than the federal funds, and the \$600,000 match for all eligible costs. Any unused funds

obligated to this Project will not be paid out by the State and will not be available for use by the City for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.

In 2022 the City Commission allocated American Rescue Plan Act (ARPA) funding for the local match which is included in the City's 2023-2025 Adopted Biennial Budget (in the Transportation Fund). Funding necessary beyond the \$2,000,000 federal limit, if required is a mandated obligation, and the source of funding if required will be brought before the City Commission.

On November 15, 2023, the City Commission directed staff to take a new look at the project and provide the City Commission with a response to three questions:

1. Is the project going to exceed the \$2.6 million estimate?
2. What tolerance or what options does the city have to provide additional funding should it be needed?
3. Can the City work with ODOT to revise the agreement to include more favorable opt-out language?

The Staff report includes a Staff response memo to answer these questions and provide more confidence in the work completed to date.

OPTIONS:

1. Authorize the City Manager to execute the Misc. Contract and Agreement.
2. Deny the Misc. Contract and Agreement. If the Commission chooses to deny the Miscellaneous Contract and Agreement, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$600,000

FY(s): 2023/2024

Funding Source(s): Transportation Fund

ATTACHMENTS:

1. ODOT Misc. Contracts and Agreement No. 73000-000119224 (18 pages)
2. Staff Memo
3. 10/15/19 Wiser Technical Memorandum
4. Construction Price Increase Support Document



MEMORANDUM

TO: City Commission
CC: Tony Konkol, Dayna Webb
FROM: John M. Lewis
DATE: November 27, 2023
SUBJECT: Miscellaneous Contract and Agreement No. 73000-00019224 with the Oregon Department of Transportation for the Oregon City Quiet Zone

Background

For the past several budget cycles the City Commission included a goal to Cultivate an Environment for Successful Economic Development. The Oregon City Railroad Quiet Zone was an element of that goal with two objectives: 1) complete design and construction drawings, and 2) identify a funding strategy to complete the project. Since the establishment of the 2019 Goal, staff have made progress to meet this goal.

In early 2019, staff took several steps to hire a design professional to help with this project. The design professional needed the applicable technical expertise to assemble, and meet, with a key stakeholder group as Quiet Zone Diagnostic Team Meetings are required for this project. Staff and the design professional then worked to complete a concept design, including the probable costs associated with the project. At the time the project was estimated at just under \$2 million (Wiser Technical Memorandum 10/18/2019 - attached).

In early 2021 staff became aware of an opportunity to submit a Community Project Funding Request to Congressman Schrader. The Oregon City Downtown Quiet Zone Project fit the criteria for this funding and staff identified this project as a good candidate for the Community Project Funding. Using the concept work completed in 2019, staff updated the cost estimate, based on inflation and the need for ODOT to deliver a federally funded transportation project. The updated cost (submitted in mid-April 2021) for the Congressional Funding Request was \$2.6 million and included a federal funding request of \$2 million with a local funding match by the City of \$600,000 for the Quiet Zone Project.

In late April 2021, Congressman Schrader shared his list of ten important community projects in Oregon's 5th District. Oregon City Quiet Zone was included in this list. In June 2022, the funding for the Quiet Zone was approved and Oregon City staff have been in the queue to establish an agreement with ODOT to help the City deliver the Quiet Zone project.

At the regular City Commission meeting of November 15, 2023, the Commission considered the ODOT IGA (to deliver the Oregon City Quiet Zone and passed a Motion directing staff to further investigate the project cost estimate for the Oregon City Quiet Zone. The motion also included directions to determine whether the ODOT agreement could incorporate an opt-out clause if the estimated project costs grew to a level that the City Commission determines to exceed the project benefit.

Specific questions raised during the meeting included:

1. Does staff still think that the \$2.6 million projected project costs are going to get it done?
2. What is the City's tolerance level for exceeding the \$2.6 million dollar project estimate?
3. Can the IGA with ODOT be revised to include opt-out language if the project exceeds the City's tolerance level for additional costs?

Estimated Project Costs

The Thomas Wiser Technical Memorandum, dated October 15, 2019, is the most detailed and most recent report on the 10th and 11th Quiet Zone Analysis which includes the cost estimate city staff have been reliant on since the project technical analysis was completed. At this time no other project estimate has been completed. The next intended project estimate would occur during the 30% plan review, well after the execution of the agreement with ODOT. That said, the 2019 estimate is detailed and based on a comprehensive concept plan that was informed by an extensive Diagnostics Team meeting and follow-up.

Since the 2019 estimate, cost inflation increased the project to \$2.6 million based on a generalized account for inflation and uncertainty about the project funding delivery expectations. This is consistent with more recent trends by local legislators who are working diligently to seek out project funding ideas for legislative earmark funding. Typically, project requests come with no planning and little in the way of understanding for

the kind of complexities (NEPA, solicitation requirements, ROW Acquisition process, etc.) that may be required with the funding.

To get a more informed project cost expectation, and to answer the City Commission's question about the potential for cost overruns, I have applied cost indices to the 2019 project estimate, added ROW acquisition costs and an additional project delivery factor for a State delivered federally funded project. The summary results are as follows:

Item Description	2019 Estimate	Index multiplier	2023 Adjusted Estimate
10th Street Total Construction Cost	\$924,050	141%	\$1,302,911
10th Street Additional Costs	\$161,000	132%	\$212,520
Total Construction Costs			\$1,515,431
10th Street 30% Contingency			\$454,629
10th Street Total Construction Costs + Contingency			\$1,970,060
11th Street Total Construction Cost	\$379,950	141%	\$535,730
11th Street Additional Costs	\$66,600	132%	\$87,912
Total Construction Costs			\$623,642
11th Street 30% Contingency			\$187,092
11th Street Total Construction Costs + Contingency			\$810,734
Right-of-way acquisition			\$200,000
Federal Fund Project Delivery Cost			\$150,000
1 Additional year of 4% cost inflation			\$111,232
Calculated Project Completion Cost			\$3,242,025
<i>Estimated City Quiet Zone buy-in beyond the \$2 million dollar Grant and \$600,000 in ARPA Funding</i>			<i>\$650,000</i>

Additional Funding Opportunities

The City has access to a variety of discretionary funding within the Transportation Fund which is supported by Oregon State gas tax revenue, Clackamas County Vehicle Registration Fee, and Pavement Maintenance Utility Fund (PMUF) Revenue. While expenditure of these revenues is somewhat discretionary, the funding is also committed to other projects for the 2023-25 budget cycle. While the City Commission has the authority

to direct staff to “find the funds” needed to complete the Quiet Zone project, my preference for the use of these funds would be to avoid that precedent and push off a fund re-allocation until the 25-27 budget cycle to allow the current expenditure planning to move forward as committed.

The City has a range of other opportunities to work through for additional project funding. Options include the General Fund, Urban Renewal funding, pursuing additional grant(s) or earmark funding, or utilizing an internal fund loan (Transportation SDC Fund) to bridge a funding gap that could be repaid later.

ODOT IGA opt-out Language

Aside from the existing termination language in the IGA, there is no opportunity for supplementary opt-out language. The ODOT project staff shared a recent example of an attempt at opt-out language which resulted in project delay and no change approved by the state's Attorney General. Also, in the case of termination, the City would remain obligated to its matching funding to cover expenses incurred, and if any federal funding were expended the City, would be obligated to reimburse these expenses too.

If a new or updated project estimate reflects a cost beyond the City's tolerance for additional funding (if the City still intends to build the project), there is no timeline for payback of the federal funding. This means the City could call for a pause of the project and then take extra time to pursue other funding to deliver the project later. Generally, a project delay like this, given the loss of momentum of multiple agencies, would also have increased cost implications.

Conclusion

The Oregon City Downtown Quiet Zone has been a longstanding goal to better facilitate economic development and housing in Oregon City's downtown. The project work completed to date is comprehensive and based on sound input and analysis.

This project is generally a small project, with many elements of risk. The 2019 project team and Technical Team involved in the concept plan considered many of the risks. A federally funded project was not assumed at the time, but that risk may be mitigated by many of the steps called for in the federal project delivery process.

Staff are of the opinion that the project estimate (included in the project agreement with ODOT for \$2.6 million) will likely require additional City funding in the amount of \$650,000. Sources of this funding will likely be a combination of existing resources in the form of Transportation funding and Urban Renewal Funding. Changes to this ODOT agreement language, to provide the City with opt-out language, is not an option. A later decision by the City to opt-out using the agreement termination comes with financial risk and possibly risks the City's reputation as an agency reliable with delivering grant-funded projects.

**ODOT Delivered Federal Project
On Behalf of City of Oregon City
Project Name: Oregon City Quiet Zone
Key Number: 23491**

THIS AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and the City of Oregon City, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. The 10th and 11th Street railroad crossings are a part of the city street system under the jurisdiction and control of Agency.
3. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the USDOT Earmark 2022, and may include a combination of federal and state funds. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.
5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation ("Stewardship Agreement") documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State's oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.

NOW THEREFORE the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State delivering the Oregon City Quiet Zone railroad crossing improvements at 10th street and 11th street in Oregon City on behalf of Agency, hereinafter referred to as "Project." Project includes improved pedestrian and traffic safety elements at two railroad crossings. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. Agency agrees that, if State hires a consultant to design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. Project Costs and Funding.
 - a. The total Project cost is estimated at \$2,600,000.00, which is subject to change. Federal funds for this Project shall be limited to \$2,000,000.00. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match for all eligible costs. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
 - b. With the exception of Americans with Disabilities Act of 1990-related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract up to ten (10) percent (%) over engineer's estimate without prior approval of Agency.
 - c. Federal funds under this Agreement are provided under Title 23, United States Code.
 - d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.
 - e. State will submit the requests for federal funding to the Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon

approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.

- f. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
5. Termination.
- a. This Agreement may be terminated by mutual written consent of both Parties.
 - b. State may terminate this Agreement upon 30 days' written notice to Agency.
 - c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - iii. If Agency fails to provide payment of its share of the cost of the Project.
 - iv. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - v. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
 - d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

6. **Americans with Disabilities Act Compliance:**

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>; and
- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and

- v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - c. Maintenance obligations in this section shall survive termination of this Agreement.
- 7. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
- 8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
- 9. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party.
- 10. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are incorporated by this reference and made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
- 11. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement.
- 12. Agency and State 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, 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.
- 13. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be

affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in the following paragraphs of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive: Terms of Agreement Paragraphs 3.e (Funding), 5.d (Termination), 6.c (ADA maintenance), 9-14, 17 (Integration, Merger; Waiver); and Attachment 2, paragraphs 1 (Project Administration), 7, 9, 11, 13 (Finance), and 37-41 (Maintenance and Contribution).
15. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
16. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
17. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
18. State's Project Manager for this Project is Mahasti Hastings, 123 Flanders Street, Portland, Oregon, Mahasti.V.HASTINGS@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
19. Agency's Project Manager for this Project is Dayna Webb, City Engineer, City of Oregon City, PO Box 3040, 13895 Fir Street, Oregon City, Oregon 97045; 971-204-4633, dwebb@orc.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2024-2027 Statewide Transportation Improvement Program (STIP), (Key #23491) that was adopted by the Oregon Transportation Commission on July 13, 2023 (or subsequently by amendment to the STIP).

CITY OF OREGON CITY, by and through
its elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____

Agency Counsel

Date _____

Agency Contact:

Dayna Webb, City Engineer
City of Oregon City, PO Box 3040,
Oregon City, Oregon 97045
971.204.4633
dwebb@orcity.org

State Contact:

Mahasti Hastings, Project Manager
123 Flanders Street
Portland, Oregon
503.731.8595
Mahasti.V.HASTINGS@odot.oregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____

MacGregor Lynde

Date _____

By _____

Rian Windsheimer

Date _____

APPROVAL RECOMMENDED

By _____

Scott Cramer, State Traffic Roadway
Engineer

Date _____

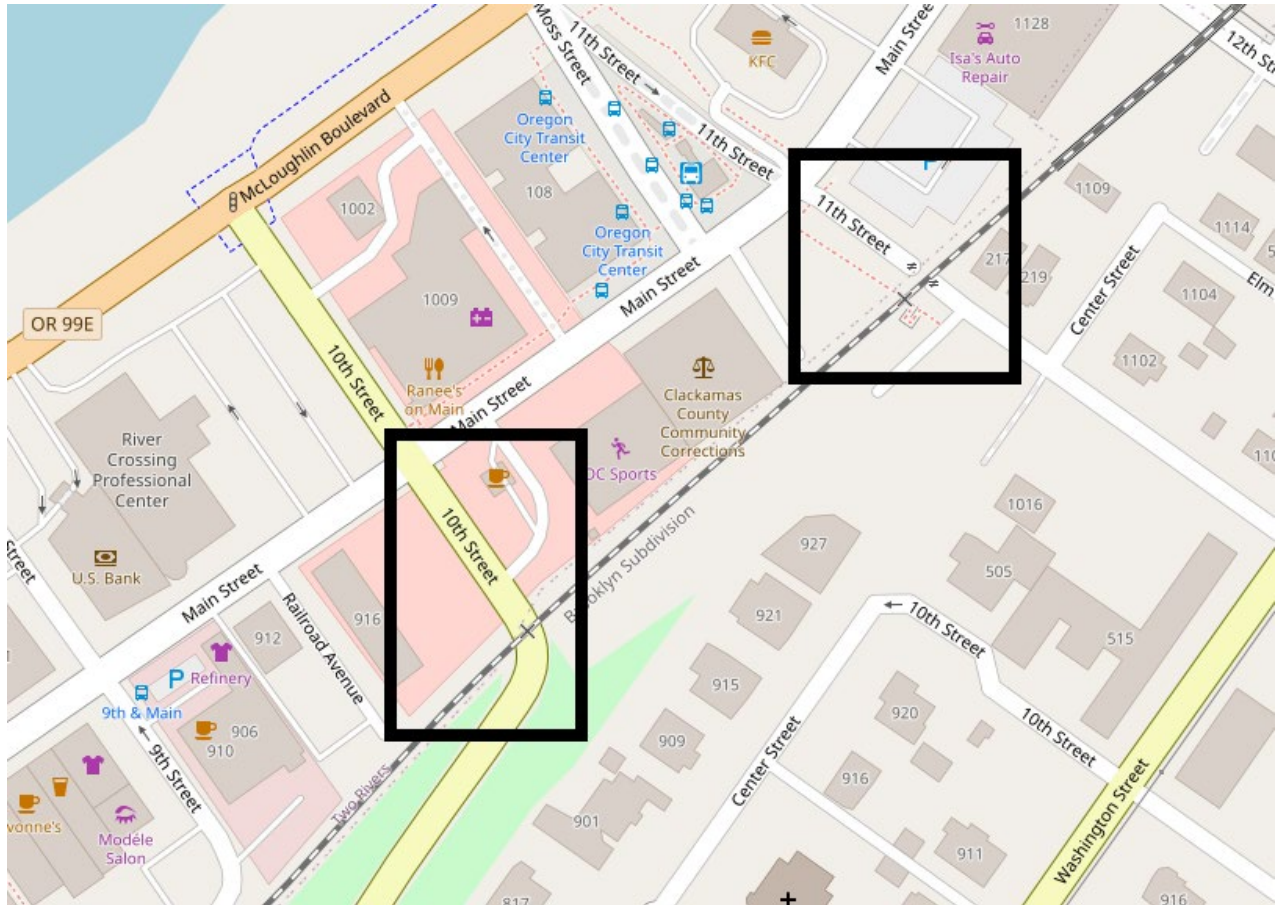
**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____

Assistant Attorney General (If Over
\$150,000)

Date _____

EXHIBIT A – Project Location Map



**ATTACHMENT NO. 1 to AGREEMENT NO. 19224
SPECIAL PROVISIONS**

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
 - b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering & inspection, including all required materials testing and quality documentation. State shall make all contractor payments.
 - c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. State and Agency agree that the useful life of this Project is defined as 10 years.
3. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.331.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:

- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
 13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not

meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.

17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

PRELIMINARY & CONSTRUCTION ENGINEERING

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

Disadvantaged Business Enterprises (DBE) Obligations

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.
30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

31. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

34. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

37. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

38. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
39. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
40. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

42. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be

included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

43. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 2 CFR Subpart C, including 2 CFR 180.300, 180.355, 180.360, and 180.365, regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in Appendix to 2 CFR part 180 – Covered Transactions.

THOMAS W. WISER, P.E.
Consulting Railway Engineer

22750 SW Miami Dr.
Tualatin, OR 97062
503 / 691-6095



Technical Memorandum

TO	John M. Lewis, PE	DATE	October 15, 2019
COMPANY	City of Oregon City	PHONE	503-657-0891
ADDRESS	625 Center Street	PROJECT No.	18022
	Oregon City, OR 97045	PROJECT NAME	City Oregon City QZ
SUBJECT	10 th and 11 th Quiet Zone Technical Analysis		

The City is beginning the process of developing a quiet zone impacting the crossings at 10th and 11th streets. 10th street is an at-grade vehicular crossing with potential issues related to Dutch Brothers access and a new development that will be requiring access on the west side. The City has recently installed a Tuff Curb median to prevent left turn in either direction. The development needs a driveway access close to the crossing due to the configuration of the site development. 11th street is a passive pedestrian crossing that is closed to vehicular access with gates on either side of the crossing for over height or emergency vehicle access as detailed in the 1974 ODOT Rail Order. The sidewalk has channelization gates on the south side to direct pedestrians to look both ways for approaching trains. The north sidewalk has limited additional safety measures.

We have worked to develop a concept plan based upon existing city GIS plans and aerial photography. These plans show a number of recommendations and are included with this memorandum. They have been reviewed with ODOT Rail, UPRR and the FRA and have obtained general consensus on the design concepts. A diagnostic meeting was held April 3, 2019 developed the following notes:

10th Street:

1. Install a pedestrian signal with flashing lights and bells on the north side of the west sidewalk due to concern pedestrians would have limited visibility of the flashing lights on the north bound lane.
2. It was recommended that the City consider the removal of the northbound stop sign at Main Street on 10th. The City responded that there was significant traffic in all directions, and this would not be an option available. Installing traffic lights was cost prohibitive. In addition, ODOT would have concerns about impacts to Highway 99E. This recommendation will not be implemented.
3. UPRR stated they would require easements for the signal equipment that is located outside of their right-of-way.
4. UPRR stated we could use up to a 32' gate arm. It would need to be approved by UPRR senior engineering, but shouldn't be an issue. The design will be updated after survey is completed utilizing this additional gate length.
5. The crossing panels through the crossing will need to be replaced, per UPRR, when the crossing is widened for the new west sidewalk crossing.
6. UPRR stated there would need to be a new signal equipment house installed.

7. The tactile strips on the west sidewalk need to be parallel to the tracks where the sidewalk turned.
8. The existing Tuff-Curb center median would be replaced with 100' of 7" concrete center median.
9. The Dutch Brothers driveway would be closed.
10. The power pole in the NE quadrant of the crossing would need to be shifted east to prevent obstruction of the new quad gate.
11. In order to proceed, the City will need to request preliminary engineering agreement (PE) for each crossing for railroad signal design and estimates. These agreements are for the UP cost of completing signal field surveys, preliminary signal design and providing estimates. Once the City signs those PE agreements, the UP design team will complete the estimates and provide those to the City for review. Once the cost is agreed upon, UP will provide Construction and Maintenance (C&M) agreements to pay for the construction cost.

11th Street:

1. The crossing would need to install either one new set of concrete panels or two. UPRR was comfortable with both options and would use an asphalt runoff on either side of the panels. If the Z-gates could be installed such that the crossing was perpendicular to the track a single set of panels could be used with the asphalt runoffs.
2. If the panels extended beyond the existing easement, the UPRR would require additional easement be purchased.
3. The new pedestrian flashing lights with bells needs to be placed a minimum of 15' from center of track.
4. A new equipment house would be required.
5. Easements would need to be granted to UPRR for any signal equipment located outside of their right-of-way.
6. The crossing would utilize bells and flashing lights but gates will not be required.
7. There was a lot of concern about the existing power pole needing to move. The design either needs to consider avoiding the power pole or adding in some expense to the cost estimate to remove. This will be considered when the survey is completed and the plans updated.
8. In order to proceed, the City will need to request preliminary engineering agreement (PE) for each crossing for railroad signal design and estimates. These agreements are for the UP cost of completing signal field surveys, preliminary signal design and providing estimates. Once the City signs those PE agreements, the UP design team will complete the estimates and provide those to the City for review. Once the cost is agreed upon, UP will provide Construction and Maintenance (C&M) agreements to pay for the construction cost.

The plans have been updated to reflect the diagnostic meeting comments. We recommended the following implementation plan for the quiet zone with approximate time frames noted:

1. Prepare topographic survey of both crossings (4 to 6 weeks)
2. Update concept plans based upon survey (1 to 2 weeks)
3. Submit exhibits of crossing improvements to ODOT Rail, FRA, and UPRR. (1 to 2 weeks)
4. After consensus is reached, issue Notice of Intent (NOI) by certified mail, outlining the City's intent to implement new Standard Safety Measures (SSM's) under FRA Rule 222.39. (1 to 2 weeks)
5. Prepare 60% civil roadway plans and rail crossing plans (8 to 12 weeks)
6. Prepare DRAFT ODOT Rail application and exhibits and submit to all stakeholders (1 to 2 weeks)

7. Obtain cost estimates from UPRR for crossing and signal construction (2 to 4 weeks)
8. Submit ODOT Rail application and exhibits (3 to 4 weeks)
9. Prepare easement legal descriptions for signal equipment and roadway / pedestrian crossings (2 to 4 weeks)
10. Obtain Construction and Maintenance Agreement (C&M) from UPRR (4 to 6 weeks)
11. Sign C&M and submit payment for easements (6 to 8 weeks)
12. Construct crossing, roadway and signals (3 to 6 months)
13. Submit Notice of Quiet Zone Establishment (NOE) a minimum of 21 days before establishment and 60 days after NOI.

Implementing items 1 through 12 will typically takes between 10 and 18 months depending upon a number of factors. The estimated opinion of probable cost for 10th is \$1,410,565.00, and 11th is \$580,515. Both include a 30% contingency. A more detailed estimate is included in the back.

The alternative to installing the four-quadrant gates at 10th would involve installing median curb on both sides of the crossing for 100'. The new development on the west side will require a driveway which will reduce the north curb from a Supplemental Safety Measure (SSM) to an Alternative Safety Measure (ASM) under FRA guidelines. This involves an extensive, time consuming process of showing the ASM meets the safety requirements at the crossing by requiring monitoring of the crossing for 3-months before implementation to determine a baseline and then for 3-months after implementation. The reduction in incidences is used to calculate a risk index. If it meets the minimum threshold, the crossing quiet zone will be approved. In addition, this monitoring will be required for the next two calendar quarters and every 2nd quarter thereafter for 5-years. After that time, if it still meets the FRA safety threshold, the monitoring can be reduced to yearly. The significant downside of this ASM process is the quiet zone can be removed at any time if the threshold is exceeded. With utilizing an SSM, the quiet zone is implemented without the requirement for monitoring and review. Also, there was discussion concerning leaving the Dutch Brothers driveway open off of 10th street. This is not recommended as there is serious concern with the FRA, ODOT Rail and the railroad about vehicles backing up over the crossing as they queue into Dutch Brothers that may affect the approval of the ODOT Rail Order.

At 11th street, there is discussion concerning leaving the swing gates for over height or emergency vehicle access. The UPRR system shows this street as a pedestrian only crossing and that the crossing surface has been removed for at least 7-years (probably removed in 2001-2003 or earlier). They consider the additional wide load portion abandoned. UPRR states they would not have removed it without coordination and communication with the City. Keeping the gated access would change UPRR's labeling from a pedestrian crossing to a limited vehicular crossing requiring panels across the road and gates and flashing lights. This would add at least \$350,000 more to the cost of the crossing. It would also complicate the quiet zone process making it more difficult to obtain it as it would require implementation of SSM's to improve the safety. Plus, after reviewing the notes on the 1974 ODOT Order for 11th, it appears there would be significant resistance from ODOT Rail. We recommend removing the swing gates and leaving it as a pedestrian only crossing.

THOMAS W. WISER, P.E.

Consulting Railway Engineer

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If you have any questions, or if I can be of any further assistance, please call.

Thank You,



Thomas W. Wiser, P.E.

Consulting Railway Engineer

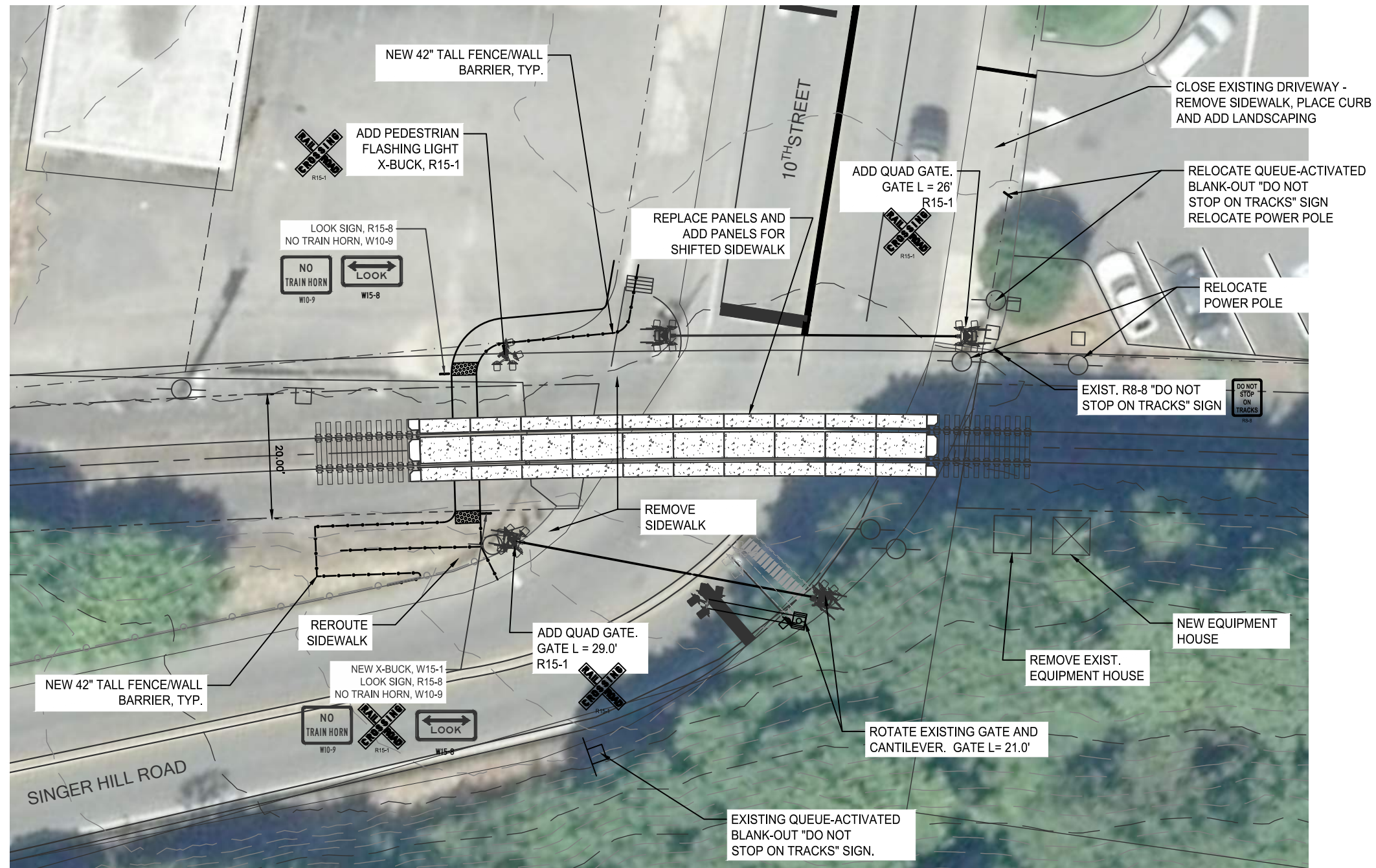
Description	Qty	Unit	Unit Cost	Total Cost
10th Street, Oregon City, Oregon				
a Mobilization	=	1 LS	\$40,000.00	\$40,000.00
b Erosion Control - 500 lf of silt fencing	=	1 LS	\$5,000.00	\$5,000.00
c Demolish & Remove existing paving, sidewalk, etc.	=	1 LS	\$15,000.00	\$15,000.00
d Temporary work and Traffic Control	=	1 LS	\$40,000.00	\$40,000.00
e Construction Surveying	=	1 LS	\$10,000.00	\$10,000.00
f Clearing and Grubbing	=	1 LS	\$2,500.00	\$2,500.00
g Pavement sawcutting	=	1 LS	\$1,000.00	\$1,000.00
h Excavation	=	1 LS	\$15,000.00	\$15,000.00
i Stormwater	=	1 LS	\$20,000.00	\$20,000.00
j Paving, base rock				
- Curb	=	100 LF	\$40.00	\$4,000.00
- Paving baserock	=	300 TON	\$35.00	\$10,500.00
- Paving	=	300 TON	\$100.00	\$30,000.00
- Concrete Driveway	=	150 SF	\$10.00	\$1,500.00
- Concrete Median	=	100 LF	\$80.00	\$8,000.00
k Sidewalk				
- excavation	=	1 LS	\$10,000.00	\$10,000.00
- concrete sidewalk	=	500 SF	\$15.00	\$7,500.00
- concrete retaining walls	=	70 LF	\$225.00	\$15,750.00
- railing	=	115 LF	\$200.00	\$23,000.00
- tactile strips	=	2 EA	\$500.00	\$1,000.00
l Striping	=	1 LS	\$7,500.00	\$7,500.00
m Signs	=	1 LS	\$5,000.00	\$5,000.00
n Relocate power pole	=	1 LS	\$15,000.00	\$15,000.00
o Relocate queue-activated "Do Not Stop on Tracks" warning sign	=	1 LS	\$5,000.00	\$5,000.00
p Easements	=	0.01 ACRE	\$200,000.00	\$1,800.00
q UPRR Signal Installation	=	1 LS	\$500,000.00	\$500,000.00
r UPRR Crossign Construction	=	1 LS	\$130,000.00	\$130,000.00
t Total Construction Cost:				\$924,050.00
Additional Costs - P&W Railroad				
u Railroad Inspection, Flagging	=	100 HR	\$110.00	\$11,000.00
v Civil Engineering	=	1 LS	\$125,000.00	\$125,000.00
w Surveying	=	1 LS	\$25,000.00	\$25,000.00
z Total Additional Construction Cost:				\$161,000.00
aa Total Construction Cost:				\$1,085,050.00
ab Contingency:	=	30.00%	%	\$325,515.00
ac Total Construction Cost:				\$1,410,565.00

Description		Qty	Unit	Unit Cost	Total Cost
11th Street, Oregon City, Oregon					
a Mobilization	=	1	LS	\$20,000.00	\$20,000.00
b Erosion Control - 500 lf of silt fencing	=	1	LS	\$2,000.00	\$2,000.00
c Demolish & Remove existing paving, sidewalk, etc.	=	1	LS	\$3,500.00	\$3,500.00
d Temporary work and Traffic Control	=	1	LS	\$5,000.00	\$5,000.00
e Construction Surveying	=	1	LS	\$5,000.00	\$5,000.00
f Clearing and Grubbing	=	1	LS	\$1,500.00	\$1,500.00
g Pavement sawcutting	=	1	LS	\$500.00	\$500.00
h Excavation	=	1	LS	\$2,000.00	\$2,000.00
i Stormwater	=	1	LS	\$5,000.00	\$5,000.00
j Paving, base rock					
- Curb	=	30	LF	\$40.00	\$1,200.00
- Paving baserock	=	50	TON	\$35.00	\$1,750.00
- Paving	=	50	TON	\$100.00	\$5,000.00
- Concrete Driveway	=	150	SF	\$10.00	\$1,500.00
k Sidewalk					
- excavation	=	1	LS	\$3,000.00	\$3,000.00
- concrete sidewalk	=	400	SF	\$15.00	\$6,000.00
- railing	=	130	LF	\$200.00	\$26,000.00
- tactile strips	=	2	EA	\$500.00	\$1,000.00
- fencing	=	100	LF	\$200.00	\$20,000.00
l Signs	=	1	LS	\$5,000.00	\$5,000.00
m UPRR Signal Installation	=	1	LS	\$250,000.00	\$250,000.00
n UPRR Crosssign Construction	=	1	LS	\$15,000.00	\$15,000.00
o Total Construction Cost:					\$379,950.00
Additional Costs - P&W Railroad					
u Railroad Inspection, Flagging	=	60	HR	\$110.00	\$6,600.00
v Civil Engineering	=	1	LS	\$50,000.00	\$50,000.00
w Surveying	=	1	LS	\$10,000.00	\$10,000.00
z Total Additional Construction Cost:					\$66,600.00
aa Total Construction Cost:					\$446,550.00
ab Contingency:	=	30.00%	%	\$133,965.00	\$133,965.00
ac Total Construction Cost:					\$580,515.00



REDUCED DRAWINGS - DO NOT SCALE

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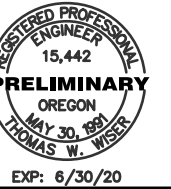


2 TRACK CROSSING PLAN – 10TH ST.
EX1 1" = 10'-0"

NOTE: ALL LINE WORK BASED UPON CITY AERIALS OR GIS AND IS APPROXIMATE ONLY. A SURVEY WILL BE PERFORMED IN THE NEAR FUTURE.

REDUCED DRAWINGS - DO NOT SCALE

Thomas W. Wiser, P.E.
22750 SW Miami Drive
Tualatin, Oregon 97061
503 / 691-6095



10TH STREET CROSSING

OREGON CITY, OREGON

TRACK CROSSING PLAN

CITY OF OREGON CITY
625 CENTER ST.
OREGON CITY, OR 97045
(503) 657-0891

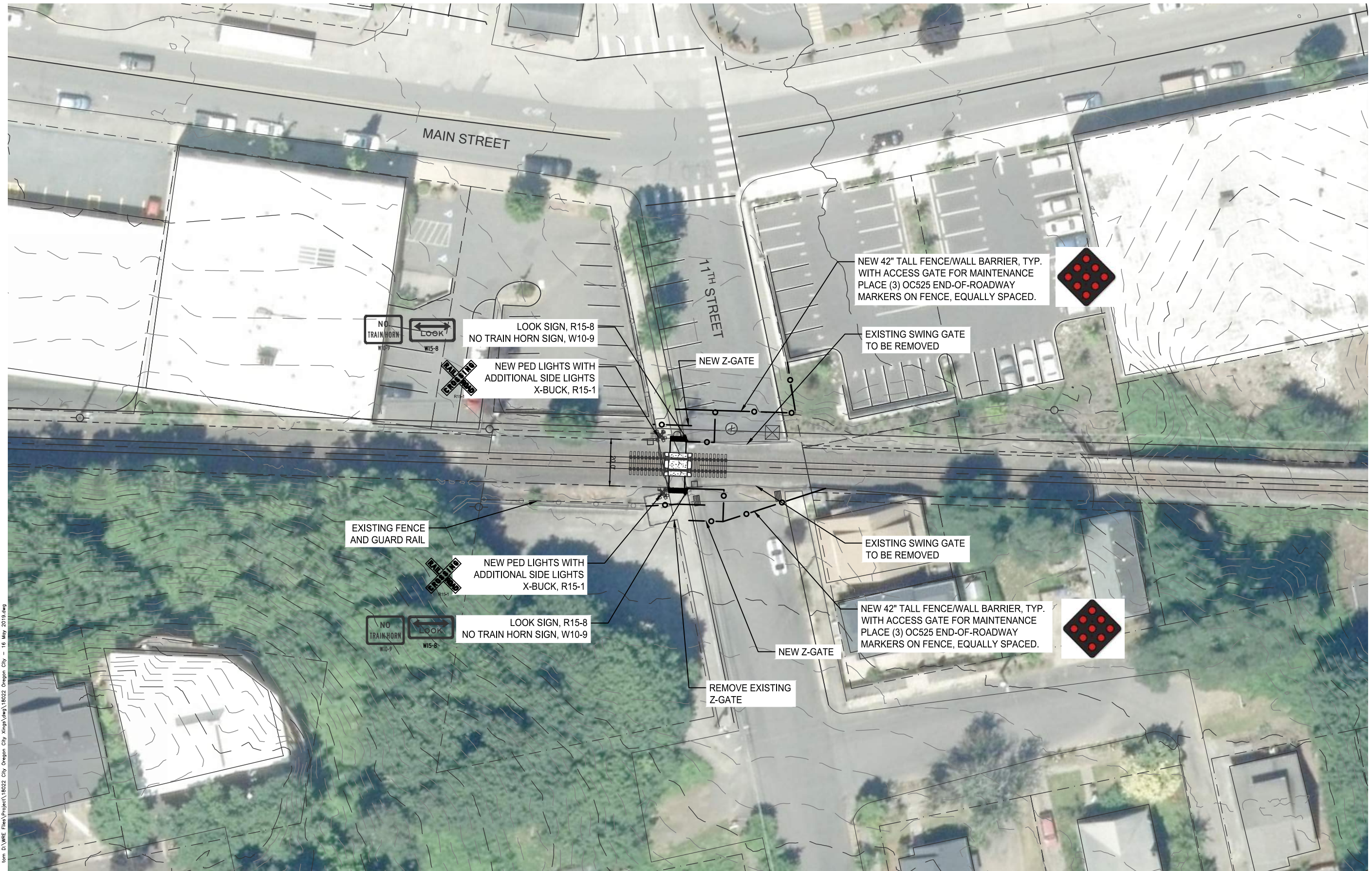
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SCALE: AS SHOWN	DATE
DESIGNED BY: TWW	1/15/19

JOB No: 18022

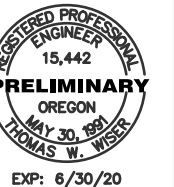
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1 TRACK CROSSING PLAN – 11TH ST.
EX1 1" = 20'-0"

REDUCED DRAWINGS - DO NOT SCALE



11TH STREET CROSSING

OREGON CITY, OREGON

TRACK CROSSING PLAN

CITY OF OREGON CITY
625 CENTER ST.
OREGON CITY, OR 97045
(503) 657-0891

[illegible]

SCALE: AS SHOWN	DATE
DESIGNED BY: TWW	1/15/19

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ABC: Monthly Construction Input Prices Increase Slightly in September, Led by Higher Energy Prices

October 11, 2023 [Construction Economics](#), [Materials Prices](#), [News Release 2023](#)

WASHINGTON, Oct. 11—Construction input prices increased 0.2% in September compared to the previous month, according to an Associated Builders and Contractors analysis of U.S. Bureau of Labor Statistics Producer Price Index data released today. Nonresidential construction input prices increased 0.2% for the month as well.

Overall construction input prices are 0.3% higher than a year ago, while nonresidential construction input prices are 0.6% higher. Prices increased in all three energy subcategories in September. Crude petroleum prices were up 10.1%, along with unprocessed energy materials prices, which rose 7.5% last month. Natural gas prices were up slightly by 0.1% in September.

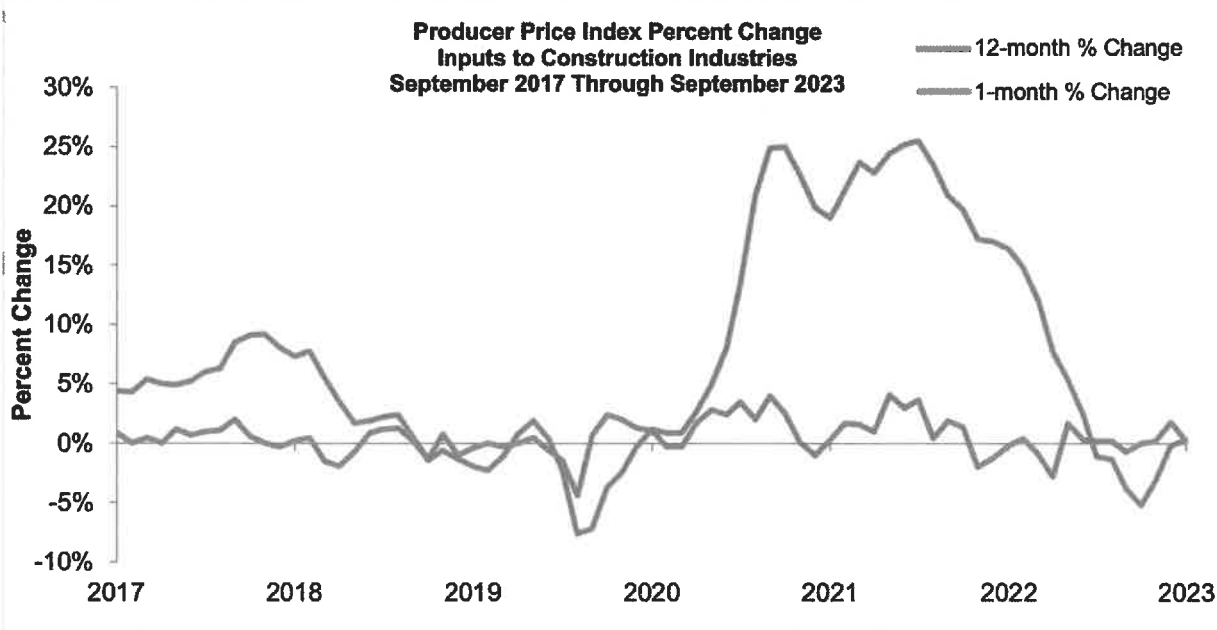
"Today's PPI report indicates that while inflationary pressures persist economywide, materials price increases are no longer at the heart of this bout of excess inflation," said ABC Chief Economist Anirban Basu. "When inflation began to emerge in 2021, supply chains ill-prepared to handle surging demand for goods and services during the early stages of post-pandemic recovery were among the primary culprits. Today, inflation is driven less by supply chain issues and more by structural labor market dynamics and geopolitics. Many contractors continue to indicate that their primary challenge is securing sufficient levels of workers. That will not change anytime soon and could only be countered by a sharp downturn in construction activity.

"At this time, that sharp downturn is not anticipated," said Basu. "Rather, contractors continue to report healthy backlog, plentiful bidding opportunities and expectations for sales, employment and profit margin growth during the months ahead, according to [ABC's Construction Confidence Index](#). Over the past year, materials prices have been roughly flat, though certain segments like concrete have continued to experience upward price pressures. Renewed conflict in parts of the world that produce a considerable amount of global energy could put more pressure on contractors during the months ahead, but such things are difficult to predict."

Producer Price Index, September 2023

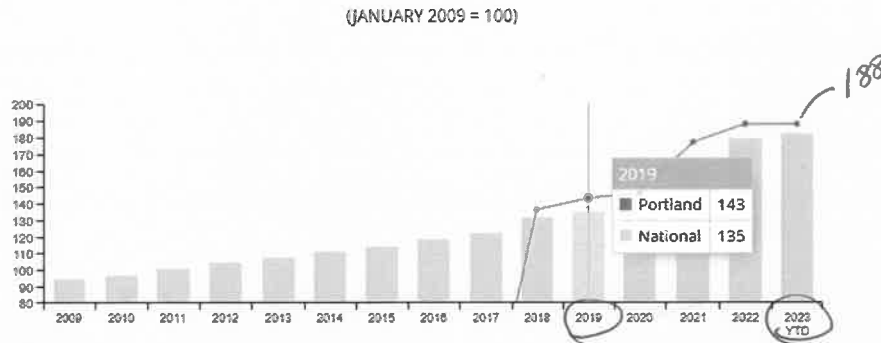
	1-Month % Change	12-Month % Change	Change Since Feb 2020
Inputs to Industries			
Inputs to construction	0.2%	0.3%	41.0%
Inputs to multifamily construction	0.1%	1.6%	39.4%
Inputs to nonresidential construction	0.2%	0.6%	41.7%
Inputs to commercial construction	0.1%	0.4%	41.1%
Inputs to healthcare construction	0.2%	0.5%	40.7%
Inputs to industrial construction	0.3%	2.2%	37.1%
Inputs to other nonresidential construction	0.2%	0.5%	41.9%
Inputs to maintenance and repair construction	0.2%	-0.2%	39.3%
Commodities			
Adhesives and sealants	0.0%	2.2%	33.9%
Brick and structural clay tile	0.0%	6.4%	24.8%
Concrete products	0.8%	9.1%	34.1%
Construction machinery and equipment	0.0%	6.1%	26.8%
Copper wire and cable	-0.8%	3.6%	29.6%
Crude petroleum	10.1%	2.1%	81.7%
Fabricated structural metal products	0.1%	-1.4%	51.5%
Gypsum products	0.3%	-1.7%	41.3%
Hot rolled steel bars, plates, and structural shapes	-1.2%	-10.5%	52.4%
Insulation materials	-0.2%	1.6%	36.9%
Iron and steel	-2.4%	-7.8%	55.7%
Lumber and wood products	-0.2%	-7.8%	25.0%
Natural gas	0.1%	-74.1%	36.9%
Plumbing fixtures and fittings	0.3%	1.8%	18.3%
Prepared asphalt, tar roofing and siding products	0.7%	3.2%	40.6%
Softwood lumber	-1.7%	-15.2%	14.0%
Steel mill products	-3.7%	-12.1%	67.8%
Switchgear, switchboard, industrial controls equipment	0.1%	6.7%	37.6%
Unprocessed energy materials	7.5%	-31.3%	86.5%

Source: U.S. Bureau of Labor Statistics



Source: U.S. Bureau of Labor Statistics

CONSTRUCTION COST INDEX



The *Mortenson Cost Index* is showing a single quarter increase of 0.2% nationally and 0.3% in Portland. Over the last twelve months, costs increased 2.3% nationally and 0.8% in Portland.

$$\frac{188}{143} = 1.315$$

Construction Cost Index History - As of November 2023

HOW ENR BUILDS THE INDEX: 200 hours of common labor at the 20-city average of common labor rates, plus 25 cwt of standard structural steel shapes at the mill price prior to 1996 and the fabricated 20-city price from 1996, plus 1.128 tons of portland cement at the 20-city price, plus 1,088 board ft of 2 x 4 lumber at the 20-city price.

View the [ANNUAL AVERAGE FOR ENR'S CONSTRUCTION COST INDEX](#).

ENR'S CONSTRUCTION COST INDEX HISTORY (1908-2023)

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2023	13175.03	13175.93	13176.3	13229.57	13288.27	13345.00	13424.98	13472.56	13485.
2022	12555.55	12683.97	12791.43	12898.96	13004.47	13110.50	13167.84	13171.07	13173.
2021	11627	11698	11749	11849	11989	12112	12237	12463	12464
2020	11392	11396	11397	11412	11418	11436	11439	11455	11499
2019	11206	11213	11228	11228	11230	11268	11293	11311	11311



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 12/06/2023

SUBJECT:

Commissioner Attendance at Conferences - Schedule for 2024

BACKGROUND:

There has been a request to discuss the calendar of conferences for 2024 and commissioner attendance. The budget for FY 2023-24 for conference attendance (School/Training/Travel – 100-110-6306) totaled \$10,000.00 and approximately \$7,082.60 remains in the account at this time.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Tony Konkol, City Manager

Agenda Date: 12/6/2023

SUBJECT:

City Commission 2021-2023 Goals Update

STAFF RECOMMENDATION:

Presentation to update the City Commission on the status of the 2021-2023 City Commission goals and priority projects.

EXECUTIVE SUMMARY:

The City Commission has requested a quarterly update on the status of the Commission goals. The City Commission 2021-2023 Goals summaries are attached as an update and for review.

ESTIMATED COMPLETION DATES FOR 2021-23

GOALS AND STRATEGIES

City of Oregon City

Last updated June 2023

[Folder of UPDATES](#)

Goal	ASSIGNED	PROGRESS	START	END	Latest Update
Goal 1 - Promote Diversity, Equity and Inclusion for a Safe, Inclusive Community and Organization					
1.1 Develop a comp. internal and external DEI framework	HR/City Manager	100%	6/1/2021	5/31/2023	Goal 1.1 Website Link
1.2 Create a community task force to guide external DEI work	HR/City Manager	100%	7/1/2021	3/31/2023	Goal 1.2 Website Link
1.3 Evaluate internal policies, procedures to reduce barriers	HR/City Manager	100%	9/1/2021	6/30/2023	Goal 1.3 Website Link
Goal 2 - Invest in Current and Future Capital Needs for Safe, Sustainable Infrastructure and City Services					
2.1 Prioritize projects in the transportation master plan	Public Works	100%	9/1/2021	8/31/2022	Goal 2.1 Website Link
2.2 Complete analysis to identify deferred maintenance	Parks and Recreation	100%	5/1/2021	12/31/2021	Goal 2.2 Website Link
2.3 Review SDCs and utility rates to strike a balance	Public Works	100%	5/1/2021	10/31/2021	Goal 2.3 Website Link
2.4 Prioritize the implementation of the IT Strategic Plan	IT/City Manager	100%	5/1/2021	6/30/2023	Goal 2.4 Website Link
2.5 Complete Parks master plan and update System Dev. Fees	Parks and Recreation	97%	10/1/2021	2/29/2024	Goal 2.5 Website Link
2.6 Assess the comm. infrastructure and equipment	Economic Development	95%	9/1/2021	6/30/2023	Goal 2.6 Website Link
2.7 Develop a citywide facility master plan	City Manager	75%	7/1/2022	12/31/2022	Goal 2.7 Website Link
Goal 3 - Improve the City's Engagement Efforts to Reach the Broader Oregon City Community and Inform the Policy Process					
3.1 Refine and improve the engagement strategy	City Manager/Communications	100%	7/1/2021	9/13/2023	Goal 3.1 Website Link
Goal 4 - Adopt and Implement a Homelessness Strategy for Oregon City					
4.1 Formalize our internal strategy	Police	100%	7/1/2021	12/31/2021	Goal 4.1 Website Link
4.2 Develop partnerships with other local and regional govts	Police	100%	12/1/2021	12/31/2022	Goal 4.2 Website Link
Goal 5 - Promote Tourism and Support Economic Development to Foster Community Sustainability					
5.1 Prioritize and implement the Citywide Ec Dev Strategy	Economic Development	100%	7/1/2021	6/30/2023	Goal 5.1 Website Link
5.2 Determine implementation of 2020 Urban Renewal Study	Economic Development	100%	5/1/2021	10/31/2021	Goal 5.2 Website Link
5.3 Implement the Tourism Strategy	Economic Development	100%	7/1/2021	6/30/2023	Goal 5.3 Website Link
5.4 Determine the City's role in supporting comm. events	Economic Development	100%	7/1/2021	12/31/2021	Goal 5.4 Website Link
Goal 6 - Support Diverse Housing Options in Oregon City					
6.1 Prepare a plan to identify and implement housing	Planning	on hold	7/1/2022	9/30/2023	Goal 6.1 Website Link
6.2 Update our code to provide add. housing opportunities	Planning	100%	7/1/2021	12/31/2023	Goal 6.2 Website Link
Goal 7 - Support Improvements and Partnerships that Contribute to our Hometown Feel and Showcase Oregon City's Unique Community Identity					
7.1 Determine and establish relationships with the Tribes	Planning/Public Works	90%	5/1/2021	6/30/2023	Goal 7.1 Website Link
7.2 Enhance partnerships with agencies and organizations	Economic Development	100%	9/1/2021	6/30/2022	Goal 7.2 Website Link
7.3 Promote the arts as a focus of community identity	Economic Development	100%	8/1/2021	6/30/2023	Goal 7.3 Website Link
7.4 Use art to attract and engage more community members	Economic Development	Ongoing	10/1/2021	6/30/2023	Goal 7.4 Website Link
Goal 8 - Protect and Preserve our Environmental Health and Natural Resources					
8.1 Develop a climate action plan	Planning/City Manager		10/1/2022	12/31/2023	Goal 8.1 Website Link

Moving to 23-25

Moving to 23-25

Moving to 23-25

2021-2023 Commission Goals and Strategies

Job Category

December 2023 UPDATE			
Department Contact:	Kendall Reid	Date:	11/21/2023
Percentage Complete:	97%	Target Completion:	2/29/24
Goal: 2.5 Parks Master Plan			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) THE MASTER PLAN WILL PROVIDE A VISION FOR DEVELOPMENT, MAINTENANCE, AND OPERATION OF THE ENTIRE PARK SYSTEM. IT WILL PROVIDE SPECIFIC TOOLS AND GUIDANCE FOR ACHIEVING THE GOALS AND SPECIFIC ACTION ITEMS ENVISIONED BY CITY STAFF AND THE COMMUNITY AT LARGE. IT WILL PROVIDE AN INVENTORY OF EXISTING PARKS AND RECREATION FACILITIES; FINDINGS FROM THE PLANNING PROCESS AND COMMUNITY ENGAGEMENT; VISION STATEMENT, GOALS, AND RECOMMENDATIONS FOR SYSTEM-LEVEL AND PARK SPECIFIC IMPROVEMENTS; PARK LAND ACQUISITION STRATEGY; SUGGESTED FUNDING STRATEGY. THE PROCESS WILL TAKE APPROXIMATELY 24 MONTHS TO COMPLETE, AND WE WOULD WORK WITH A CONSULTANT TO COMPLETE THIS PLAN.			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) • WE ARE CURRENTLY WORKING ON: ○ COLLABORATING WITH SDC METHODOLOGY PROCESS ○ JOURNEY-MAPPING MODELS ○ FINAL DRAFT OF MASTER PLAN ○ CIP PLAN • PROVIDED CIP PLAN PROJECT LIST TO CONSULTANTS – NOVEMBER 14TH • JOURNEY-MAPPING TOP 10 WITH MANAGERS – OCTOBER 31ST • CIP PLAN MEETING WITH CONSULTANTS – OCTOBER 25TH • SDC / MASTER PLAN CHECK-IN MEETING – SEPTEMBER 26TH • CONSULTANT PRESENTED TO YAC -AUGUST 14TH • JOURNEY-MAPPING MODEL MEETING WITH MANAGERS – AUGUST 10TH • CONSULTANT PRESENTED TO CIC – AUGUST 7TH • HAPPIFEET APP LAUNCHED AND MARKETED IN PARKS • CONSULTANT PRESENTED UPDATE TO CITY COMMISSION – JULY 11TH • CULTURE TRAINING WITH PARKS AND RECREATION STAFF – JULY 11TH • PUBLIC ENGAGEMENT EVENT – JULY 10TH AT CITY HALL • CONSULTANT PRESENTED TO PRAC – JUNE 22ND • COMPREHENSIVE PLAN DRAFT PRESENTED TO PARKS DEPARTMENT – JUNE 2023 • MET WITH CONSULTANT TO DISCUSS FINAL DRAFT OF PLAN – MAY 21ST • FINANCIAL ANALYSIS AND DEVELOPMENT OF A FUNDING PLAN – MARCH 2023			

- MET WITH CONSULTANT TO DISCUSS ONLINE SURVEY RESULTS – FEBRUARY 17TH
- UPDATED PROJECT PLAN RECEIVED FROM CONSULTANT FEBRUARY 3RD
- UPDATE PROVIDED TO PRAC ON JANUARY 26TH
- HELD SECOND PUBLIC ENGAGEMENT MEETING AT CITY HALL – JANUARY 23RD
- 2-DAY DEPARTMENT COLLABORATION ON STRATEGY DEVELOPMENT AND FUTURE VISION – JANUARY 23-24TH
- PUBLIC ENGAGEMENT MEETING – DECEMBER 5TH AT ROBERT LIBKE AT 6 PM
- STRATEGIC PLANNING MEETING – DECEMBER 5TH & 6TH AT CITY HALL
- UPDATE PROVIDED TO PRAC ON DECEMBER 1ST
- UPDATE PROVIDED TO CITY COMMISSION ON NOVEMBER 16TH
- ONLINE SURVEY WAS COMPLETED ON OCTOBER 10TH
- STATISTICALLY VALID SURVEY WAS COMPLETED ON SEPTEMBER 26TH
- ETC SURVEY WAS MAILED TO ALL OREGON CITY RESIDENTS ON AUGUST 6TH AND THE ONLINE SURVEY GOES LIVE AUGUST 22ND AND CLOSES ON SEPTEMBER 30TH.
- FIRST PUBLIC ENGAGEMENT MEETING ON JUNE 2ND TO INTRODUCE CONSULTANT TO THE CITY AND OUTLINE PROJECT TIMELINE. GATHERED FEEDBACK FROM ATTENDEES ABOUT WHAT THEY WANT TO SEE IN OREGON CITY PARKS.
- ONSITE VISIT AND STAKEHOLDER INTERVIEWS TOOK PLACE JUNE 1 -2ND
- PARKS MASTER PLAN WEBSITE WENT LIVE ON MAY 16TH
- THE PARKS MASTER PLAN CONTRACT WAS APPROVED ON APRIL 6TH
- AN INTENT TO AWARD WAS POSTED ON MARCH 16TH. PROS CONSULTING LLC HAS BEEN CHOSEN AS THE FIRM WHOM WE WILL BE WORKING WITH FOR THE PARKS MASTER PLAN.
- AN RFP WAS ISSUED TO SEEK A CONSULTANT TO UPDATE THE PARKS MASTER PLAN IN DECEMBER 2021.
- AN RFP WAS PUBLISHED AND WE ARE SEEKING PROPOSALS FOR THE PARKS MASTER PLAN. PROPOSALS ARE DUE ON FEBRUARY 4TH. WE WILL REVIEW THE RECEIVED PROPOSALS AND CHOSE AN APPROPRIATE CONSULTANT TO MOVE FORWARD WITH. AN EXPECTED ANNOUNCEMENT OF THE WINNING PROPOSAL WILL HAPPEN ON FEBRUARY 18TH.

2021-2023 Commission Goals and Strategies



Item a.

December 2023 UPDATE

Department Contact:	Economic Development	Date:	9/21/2023
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Percentage Complete:	95%	Target Completion:	6/30/2023
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Goal 2, Strategy 2.6 Assess the Communication Infrastructure and Equipment

STRATEGY TO ESTABLISH COMMUNITY -WIDE FIBER OPTIC CONNECTIVITY TO HOMES AND BUSINESSES THROUGHOUT OREGON CITY.

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

- THERE HAS BEEN NO NEW INFORMATION SINCE SEPTEMBER 2023
- COMPLETE INTERNAL REVIEW OF DRAFT FINAL REPORT
- PRESENT TO CITY COMMISSION FOR REVIEW AND DIRECTION.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

- STAFF IS DEVELOPING ITS RECOMMENDATIONS FOR CITY COMMISSION'S REVIEW.
- STAFF MANAGEMENT HAVE BEEN GIVEN ACCESS TO THE FINAL DRAFT REPORT AND ARE BEING ASKED TO PROVIDE THEIR COMMENTS AND INPUT BEFORE IT IS SUBMITTED TO THE CITY COMMISSION.
- COMPLETED CITY-WIDE SURVEY TO UNDERSTAND HOW MUCH IMPORTANCE RESIDENCE AND BUSINESSES PLACE ON HIGH-SPEED BROADBAND CONNECTIVITY. COMPLETED SURVEYS WERE RECEIVED FROM 407 RESIDENTIAL PARTICIPANTS. 92% SAID THAT ACCESS TO AFFORDABLE BROADBAND IS AS ESSENTIAL AS OTHER UTILITIES
- INITIAL DRAFT INTERIM REPORT WITH RECOMMENDATIONS WAS SUBMITTED BY THE CONSULTANT TO THE ECONOMIC DEVELOPMENT DEPARTMENT FOR REVIEW
- PROMOTED THE STUDY TO THE PUBLIC VIA WEEKLY AND QUARTERLY OREGON TRAIL NEWS
- MAGELLAN ADVISORS WAS CHOSEN AS THE FIBER OPTICS STUDY CONSULTANT
- DETERMINED THAT FUNDING FOR BROADBAND CONSULTANTS TO CONDUCT THE FIBER-OPTIC FEASIBILITY STUDY IS ELIGIBLE UNDER THE AMERICAN RESCUE PLAN ACT
- RECEIVED INFORMATION FROM ANOTHER CITY WITHIN OREGON ON THEIR APPROACH TO ESTABLISHING FIBEROPTIC CONNECTIVITY WITHIN THEIR CITY
- STAFF HAS BEGUN DRAFTING AN RFP TO ENGAGE BROADBAND CONSULTANTS
- RFP COMPLETED AND DISTRIBUTED TO BROADBAND CONSULTANTS
- DEADLINE TO RECEIVE RFPs BACK FROM BROADBAND CONSULTANTS IS NOV. 19TH
- DISTRIBUTED 4 RFPs TO VARIOUS BROADBAND CONSULTANTS ONLY RECEIVED ONE BACK
- STAFF WILL MEET THE WEEK OF DEC 6, 2021, TO REVIEW THE PROPOSAL
- WILL BE ENTERING INTO A CONTRACT WITH MAGELLAN ADVISORS IN FEBRUARY. CONTRACT WILL BE ON FEBRUARY 2, 2022, CITY COMMISSION CONSENT AGENDA.
- HAVE REGULAR PROJECT MEETINGS WITH MAGELLAN ADVISORS

2021-2023 Commission Goals and Strategies

Job Category



Item a.

December 2023 UPDATE			
Department Contact:	Tony Konkol	Date:	9/25/2023
Percentage Complete:	75%	Target Completion:	12/2023
Goal 2, Strategy 2.7 Develop a citywide facility master plan			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) • THE DRAFT MASTER PLAN WILL BE DISCUSSED AT THE DECEMBER CITY COMMISSION WORKSESSION. • A DRAFT OREGON CITY 20-YEAR MASTER PLAN SITE ASSESSMENT AND NEEDS STUDY IS IN REVIEW. • THE FACILITIES MASTER PLAN WILL EVALUATE THE CITY'S EXISTING FACILITIES AND PROVIDE A 20-YEAR MASTER PLAN THAT WILL CONSIST OF STRATEGIES, SUSTAINABILITY OPPORTUNITIES, BUDGET ESTIMATES, BUILDING SPACE AND SQUARE FOOTAGE ALLOCATION NEEDS, AND SCHEDULES THAT REFLECT CITY GOALS AND FUTURE NEEDS TO SUPPORT THE COMMUNITY. • THE FOLLOWING BUILDINGS WILL BE INCLUDED IN THE FACILITIES MASTER PLAN: PUBLIC WORKS – CENTER STREET, CITY HALL, COMMUNITY DEVELOPMENT BUILDING, END OF THE OREGON TRAIL INTERPRETIVE CENTER, ERMATINGER HOUSE, PUBLIC WORKS OPERATION FACILITY – FIR STREET, 7TH STREET FIRE STATION, LIBRARY, PIONEER COMMUNITY CENTER, OREGON CITY POOL, TRAIN DEPOT, ROBERT LIBKE PUBLIC SAFETY FACILITY, MT. VIEW RESERVOIR FACILITY, BUENA VISTA HOUSE, AND MT. VIEW CEMETERY.			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) • Oregon City contracted with Scott Edwards Architecture LLP (SEALLP). • Programming workshops have occurred. • Facilities Master Plan was finalized and submitted to the City Manager from SEALLP. • The site visits will document information (general condition, access, storage, and parking capacity for staff/visitors) and identify the work and public services being provided at each location.			



2021-2023 Commission Goals and Priorities



Item a.

September 2023 UPDATE

Department Contact:	Planning/Public Works	Date:	3/1/2023
Percentage Complete:	90%	Timeline:	Ongoing

Goal 7, Strategy 7.1 - Determine and Establish Relationships with the Tribes that have a Shared History with Oregon City

IMPORTANT OR RELEVANT DATES/MILESTONES:

- **Continual identification of opportunities to improve communication:**
 - ongoing meetings
 - Staff continue to meet with staff from CTGR and CTUIR on a monthly basis to ensure open communications
 - Additionally, for all new land use applications, Planning staff send notification to tribal contacts.

Status:

- **Confederated Tribes of the Umatilla Indian Reservation**
 - The Cayuse 5 Memorial site plan and design review land use application has been approved.
 - Staff is preparing construction bid documents for the construction of the memorial.
 - Staff meets monthly with staff from the Confederated Tribes of the Umatilla to discuss the Cayuse Five Tribute project. The City Commission authorized \$150,000 towards completion and staff is continuing to support the design and location of the Cayuse Five Tribute.
 - City Commissioners and staff met with CTUIR Board of Trustees in July in support of government to government relations.
 - After this meeting, design work on the Cayuse 5 Tribute was finalized and a presentation was made to the Historic Review Board. Oregon City's Historic Review Board will review a preservation application at the end of September and a separate presentation will be made to the Parks and Recreation Advisory Committee. If the Historic Review approves the application by finding that the McLoughlin Promenade will be not adversely impacted by this project, the final construction drawings and work can begin.
- **Confederated Tribes of the Grand Ronde:**
 - Staff meets monthly with staff from the Confederated Tribes of Grand Ronde to identify opportunities to increase communication, explore formalizing a government-to-government relationship, and support private development.

- Staff also continue to meet separately with CTGR regarding redevelopment of the Blue Herron site now called Tumwata Village. Staff visited the site in late May to learn more about the redevelopment plans.
- The Willamette Falls project team discontinued meeting in March 2022 when it became clear that progress was not being made.

Item a.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Tony Konkol, City Manager

Agenda Date: 12/6/2023

SUBJECT:

City Commission 2023-2025 Goals Update

STAFF RECOMMENDATION:

Presentation to update the City Commission on the status of the 2023-2025 City Commission goals and priority projects.

EXECUTIVE SUMMARY:

The City Commission has requested a quarterly update on the status of the Commission goals. The City Commission 2023-2025 Goals summaries are attached as an update and for review.

GOALS AND STRATEGIES 2023-2025

City of Oregon City

Last updated 9/6/23

Folder of UPDATES

23-25 Biennial Budget City Commission Document

Goals	ASSIGNED TO	PROGRESS	START	END	Links to Recent Update
Goal 1 - Diversity, Equity, and Inclusion/Safe Inclusive Community					
Create a collaborative environment to promote diversity, equity, and inclusion resulting in a safe, inclusive community and organization.					
1.1 Human Resources (General Fund)	HR/City Manager	1%	9/1/2023	12/31/2024	Submitted
Goal 2 - Infrastructure/City Services					
Invest in current and future capital needs for safe, sustainable infrastructure and City services.					
2.1 Information Technology (General Fund)	IT/City Manager	30%	9/1/2023	6/30/2025	Submitted
2.2 Parks & Planning (including SDC study) (General Fund)	Parks and Recreation	10%	9/1/2023	12/1/2024	Submitted
2.3 Capital Projects (Public Works Funds)	Public Works	25%	9/1/2023	ongoing	Submitted
2.4 Transportation (Sidewalk and Bike Lane Safety/Infill) (PW Funds)	Public Works	0%	9/1/2023	6/30/2025	Submitted
2.5 Transportation (PW Fund Sidewalk Assistance Program)	Public Works	20%	9/1/2023	ongoing	Submitted
Goal 3 - Community Engagement					
Increase engagement efforts to bring more residents into the policy-making process and ensure all neighborhood associations are active with the Citizen Involvement Committee					
3.1 City Commission (General Fund for neighborhood association costs)	City Manager/Communications	100%	9/1/2023		Submitted
3.2 City Manager (General Fund for Communications Manager and full time Community Engagement Specialist)	City Manager/Communications	100%	9/1/2023	12/31/2023	Submitted
Goal 4 - Homelessness					
Enact homelessness plan and increase public knowledge of the plan and resources available for the homeless while reducing the visual and safety impacts of homelessness in the community.					
4.1 Police (General Fund for Homeless Liaison Officer and Behavioral Health Specialist)	Police	15%	9/1/2023	ongoing	Submitted
4.2 Parks (General Fund for camp cleanup)	Parks and Recreation/Police	20%	9/1/2023	ongoing	Submitted
Goal 5 - Tourism & Economic Development					
Create and promote a tourism infrastructure that doesn't negatively impact neighborhoods and supports economic development to promote a healthy, sustainable local economy.					
5.1 Economic Development (City-Wide Economic Development)	Economic Development	40%	9/1/2023	12/31/2025	Submitted
5.2 Tourism	Economic Development	40%	9/1/2023	5/28/2024	Submitted
Goal 6 - Housing					
Anticipate state mandates and tailor local policies to best fit the needs of the community while balancing public infrastructure investment for current and future residents.					
6.1 Expand housing choices and develop a housing strategy (Planning Fund)	Planning	25%	9/1/2023	6/30/2025	Submitted
Goal 7 - Environment					
Protect and preserve our environment and natural resources for a healthy, sustainable community.					
7.1 Tree Canopy (Planning Fund)	Planning	25%	9/1/2023	6/30/2025	Submitted
7.2 National Pollutant Discharge Elimination System (NPDES) requirements/sampling; compliance/monitoring (PW Funds)	Public Works	10%	9/1/2023	ongoing	Submitted



2023-2025 Commission Goals and Strategies

Job Category

December 2023 UPDATE

Department Contact:	Patrick Foiles, HR Director	Date:	9/2023
Percentage Complete:	1%	Target Completion:	December 2024

Goal 1 - Diversity, Equity, and Inclusion/Safe Inclusive Community

1.1 Human Resources

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

City staff is preparing a Request for Proposal (RFP) to solicit bids for consultant services. The consultant will provide expertise and guidance through the next phases of DEI initiatives identified in the 2022 DEI Framework. The proposed plan and RFP will be brought to the Commission for discussion in December.

The plan is to ask the consultant to make proposals to guide the city to accomplish the following initiatives:

- Reengage a DEI Community Tasks Force that will provide perspective on the resident experience and act as a consultant when issues face the City of Oregon City.
- Develop a DEI Training Plan to enhance the skills, knowledge, and awareness of all City employees.
- Establish a City employee DEI committee that will serve as an internal action committee and will support future DEI initiatives throughout the City.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)



2023-2025 Commission Goals and Strategies

Job Category

December 2023 UPDATE

Department Contact:	Michael Dobaj	Date:	11/27/2023
Percentage Complete:	30%	Target Completion:	06/30/2025

Goal: 2.1 Invest in current and future capital needs for safe, sustainable infrastructure and city services

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

02/2024 – Complete implementation of Ring Central.

03/2024 – Complete migration to Avigilon Door Access Control for Library, City Hall and Community Development

01/2024 – Complete Infrastructure build and Connection to Azure Cloud Data Center.

02/2024 – Move all city owned domains to a single registrar including Domain Name Services.

02/2024 – Complete at least 50% Department migration to Microsoft Teams.

01/2024 – Determine next steps to improve City-Wide document management application and processes.

02/2024 – Complete NSCR.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

- New networks for Azure have been determined and the Azure build is in progress.
- Final testing and validation of a new city-wide phone system completed.
- Implementation of Ring Central in progress.
- Testing of new GIS application to manage projects for the new website in progress.
- Department heads and IT Monthly review scheduled to start in January 2024
- Migration to OneDrive for all staff's H: drive completed.
- Tyler Technologies' support has improved, and Tyler is working on continuing to improve their response to our requests.
- Cost to upgrade Executime received, plan to re-implement a newer version of Executime in progress.
- Firewall rules and external DNS setting reviewed and updated.
- Started National Cybersecurity Review.
- Created City-Wide Intranet, buildout in progress.
- New EPIK Cell Phone and Network based alarm system validated, plan creation to replace other alarms with the new device in progress.
- Coalition Cybersecurity review is now on-going with updates and validations occurring as needed.

2023-2025 Commission Goals and Strategies

Job Category

December 2023 UPDATE

Department Contact:	Kendall Reid	Date:	11/22/2023
Percentage Complete:	10%	Target Completion:	12/1/2024

Goal 2.2: SDC Methodology Update

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

WE ENLISTED THE SERVICES OF THE GALARDI ROTHSTEIN GROUP ON JULY 6, 2023, TO ASSIST US IN REVISING OUR SDC METHODOLOGY. SINCE THEN, WE HAVE HELD NUMEROUS MEETINGS WITH THE PROJECT TEAM AND OUR CONSULTANTS FOR THE PARKS MASTER PLAN. WE ALSO PROVIDED A PRESENTATION TO THE PARKS AND RECREATION ADVISORY BOARD. PRESENTLY, WE ARE WORKING ON OUR CAPITAL IMPROVEMENT PLAN AND ANTICIPATE COMPLETING THE REVISION BY 2024.

PARKS SDC'S WERE LAST REVISED IN 2000.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

- WE ARE CURRENTLY WORKING ON:
 - CIP PLAN PROJECT LIST
- DEB GALARDI PRESENTED TO PRAC – SEPTEMBER 28TH
- SDC/MASTER PLAN COLLABORATION MEETING – SEPTEMBER 26TH
- SDC METHODOLOGY KICK-OFF MEETING WITH THE PROJECT TEAM – AUGUST 11TH
- CONTRACT WITH GALARDI ROTHSTEIN GROUP FULLY EXECUTED – JULY 6TH
- MET WITH ECONORTHWEST, FCS GROUP, AND GALARDI ROTHSTEIN – MARCH-MAY

2023-2025 Commission Goals and Strategies

Job Category

December 2023 UPDATE

Department Contact:	John Lewis	Date:	November 28, 2023
Percentage Complete:	25%	Target Completion:	Ongoing

Goal 2.3 Capital Projects (Public Works)

Important or Relevant Dates/Milestones: (looking ahead at the next 3 months)

Oregon City Quiet Zone – this project is a federally funded project, and the city is supporting ODOT, who is delivering this project. ODOT/Metro have added the project to the Draft STIP/MTIP, as anticipated. The City and ODOT project staff have finalized work on the project intergovernmental agreement, and the agreement is scheduled for adoption by the City Commission on December 6th. ODOT project delivery staff indicate the city can expect the design phase to be complete by November 2024 and construction completed by the end of November 2025.

Inflow and Infiltration Program – Two projects (Linn Basin Project 1 and the 2023 Manhole Rehab Project) have been awarded and construction will get well underway on these projects. Several additional projects are currently being designed, and two should be nearing bid readiness soon. A 2022-23 Flow Monitoring Report is forthcoming. The City Commission should expect to see a variety of construction contracts/amendments for approval.

PMUF – Work is underway for an updated 5-year PMUF Plan; staff will complete the 2022-23 annual PMUF Report, and design work will kick off for the 2024 Roadway Reconstruction Program.

WIFIA – The program will submit its second quarterly report in January and continue to coordinate with the Confederate Tribes of the Grande Ronde on WIFIA projects. The Molalla Avenue 24-inch Transmission Main project team will complete 30% design in mid-December. The second transmission project, including a new pump station that will serve the Thimble Creek pressure zone, is on track to issue a request for proposal for professional services in February 2024. The Pipe Rehab portion of the program will open bids for its second project, Clairmont Water Ph2, in December. Design of the SCADA Isolation project is also anticipated to begin in the next quarter.

Stormwater – Design for the Barclay Hills Stormwater Outfall is being reconsidered to reduce construction impacts to the corridor, avoiding a more extensive state and federal permitting process.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

The City's CIP entails approximately \$55 Million for over 40 projects. These projects as outlined in the 2023-25 Biennial Budget include the Roadway Reconstruction (PMUF) program and 10 other transportation projects, the WIFIA program, which makes up much of the 11 water projects listed, the Inflow and Infiltration Program and 10 other sewer projects, and 4 stormwater projects.

The Inflow and Infiltration Program is moving forward with all phases of projects from information gathering phases, to design phases, to bid procurement phases, to construction phases. This program is very active and on track to accomplish the goals of this program. Some of the program accomplishments include 210,000 lineal feet of TV inspection and 130,000 lineal feet of smoke testing completed, and flow monitoring is entering its second season. The first Linn basin project is under construction, and the city is actively moving forward on designing 7 additional projects for construction in the next two years.

The WIFA program submitted its first Quarterly Progress Report October 24th. WIFIA projects are also moving forward with the Supervisory Control and Data Acquisition (SCADA) assessment work complete and the 24-inch Molalla Avenue Transmission main (Mountain View Reservoir to Beaver Creek Road) design progressing with fieldwork, and hydraulic modeling of two main options is complete. The first Pipe Rehab project for the WIFIA project, Main Street, was completed in October. Bid solicitation for the 2023/24 pipe rehabilitation work is being advertised on November 29th with construction scheduled to proceed in March 2024.

The 2023 PMUF projects are complete, and work is progressing with updates to the 5-year PMUF plan and work soon to begin on the 2024 PMUF project bid document.

Overall, the Capital Projects Goal is on track with 7 projects complete, 7 projects in the design phase, and 2 currently under construction. I and I Programs, WIFIA Programs, and PMUF programs continue to proceed on track.

2023-2025 Commission Goals and Strategies

Job Category

December 2023 UPDATE

Department Contact:	John Lewis	Date:	Nov. 29, 2023
Percentage Complete:	0%	Target Completion:	June 2025

Goal 2.4 Transportation (Sidewalk and Bike Lane Safety/Infill)

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

CONCEPTUAL DESIGN AND PROJECT SCOPING WILL CONSIDER OPPORTUNITIES FOR 2024.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

THESE SIDEWALK INFILL PROJECTS AND THE FUNDING ALLOCATED ARE TYPICALLY PAIRED WITH ANOTHER TRANSPORTATION PROJECT. THE CITY'S PMUF PROGRAM, THE QUIET ZONE PROJECT, MAIN STREET, OR NEIGHBORING FACILITY NEEDS THAT PAIR WELL WITH AN EXISTING PROJECT ARE OFTEN WHERE THESE FUNDS ARE UTILIZED. THE 2024 CIP WILL UTILIZE THIS BUDGET ITEM TO COMPLETE THE GOAL OF CREATING MORE SIDEWALK AND BIKE LANE INFILL FOR THE COMMUNITY. PLANNING FOR THE 2024 PMUF PROJECT IS JUST GETTING STARTED WHICH TYPICALLY INCLUDES OPPORTUNITIES FOR THESE KINDS OF SIDEWALK AND BIKE LANE INFILL PROJECTS.

2023-2025 Commission Goals and Strategies

Job Category



Item b.

December 2023 UPDATE			
Department Contact:	John Lewis	Date:	Nov. 28, 2023
Percentage Complete:	20%	Target Completion:	Ongoing program
Goal 2.5 Transportation (PW Fund \$400,000 Sidewalk Assistance Program)			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) THIS IS AN ONGOING PROGRAM. FUNDING AUTHORIZATION IS LIMITED TO \$200,000 PER YEAR FOR A BIENNIAL BUDGET OF \$400,000.			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) SINCE JULY 2023 THE CITY HAS PROCESSED 11 APPLICATIONS FOR A TOTAL GRANT EXPENDITURE OF \$28,325.09. THE PUBLIC WORKS DEPARTMENT COLLABORATES WITH THE CODE ENFORCEMENT DIVISION OF THE POLICE DEPARTMENT FOR TRIP HAZARD COMPLIANCE WHEN PROPERTY OWNERS DO NOT TAKE ACTION ON THEIR OWN. IN THAT REGARD, THE CITY IS MAINTAINING 31 CE FILES THAT ARE IN VARIOUS STAGES OF ENFORCEMENT. OF THE 31, 5 CASES ARE IN THE LAST STAGES OF CODE ENFORCEMENT EITHER IN COURT OR NEARING COURT. THE BALANCE OF THE CASES ARE WITHIN THEIR 1ST 60-DAY NOTICE PERIOD. ALL 31 VIOLATIONS REMAIN ACTIVE CODE ENFORCEMENT CASES.			



2023-2025 Commission Goals and Strategies

Job Category

December 2023 UPDATE

Department Contact:	Jarrold Lyman	Date:	11/21/23
Percentage Complete:	100%	Target Completion:	12/31/23
Goal 3.2			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) A full-time Community Engagement Specialist has been hired as of Nov. 15 and has been taking on CIC and YAC Liaison duties.			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) A program to increase volunteerism is being developed, with the goal of being placed into action by spring of 2024.			

2023-2025 Commission Goals and Strategies

Job Category



Item b.

December 2023 UPDATE			
Department Contact:	Shaun Davis	Date:	11/17/23
Percentage Complete:	15%	Target Completion:	On-Going
Goal 4.1 Police (General Fund \$741,000 for Homeless Liaison Officer and Behavioral Health Specialist)			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) • DECEMBER 2023 – CASE MANAGER POSITION POSTED AND ACCEPTING APPLICATIONS • WORKING ON IGA WITH LOPD, WLPD, CPD, & MPD FOR SHARED BHU SOFTWARE • JANUARY 2024 – CASE MANAGER SELECTED AND HIRED			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) • Every month we continue to host our Oregon City Homeless Coordinating Meeting and meet with local and county partners. • May 2023 - Budget Committee approved additional Case Manager for BHU • June 2023 - Applied for HOWTO (Healthy Oregon Workforce Training Opportunity) Grant for Expansion of the Behavioral Health Unit (i.e., Case Manager Position) & Crisis Intervention Team • September 2023 – Learned we did not receive the grant. • October 2023 - Developed job description			



2023-2025 Commission Goals and Strategies

Job Category

December 2023 UPDATE

Department Contact:	Shaun Davis	Date:	09/11/2023
Percentage Complete:	20%	Target Completion:	On-going

Goal 4.2 Parks (General Fund \$40,000 for camp cleanup)

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

- PD is meeting with Public Works on final No Trespassing sign placement on the City Property near Hwy 213 / Beaver Creek Rd.
- December – PW will be placing the No Trespassing signs on the City Property

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

- PD worked with Public Works to get No Trespassing signs and locations for the City Property near Hwy 213 / Beaver Creek Rd.
- June 2023 – PD conducted large camp clean up on City Property located near Hwy 213 and Beaver Creek Rd. (\$34,752.00)
- PD has allocated funds for 2023-2025 budget years were reduced to \$10,000 each year / \$20,000 for biennium. (Current expenditures - Monthly POD rental for personal property storage, (\$179/mo., \$2,148/yr.) is dedicated to this budget)

Parks & Rec Update:

The Parks & Cemetery Division has finished conducting research and reference checks on contractors who can manage restroom cleanups in our parks. We are currently creating a contract with a vendor, which will start in April 2023. This will help the department in addressing the problems caused by homeless individuals vandalizing and damaging the park restrooms. The duration of this contract will be two years.

2023-2025 Commission Goals and Strategies

Job Category

DECEMBER 2023 UPDATE			
Department Contact:	Economic Development	Date:	November 20, 2023
	40%	Target Completion:	Dec 31, 2025
Goal 5.1 Create and promote economic development opportunities City-wide to support a healthy, and sustainable local economy.			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) - Talent Ready is a job skill development program that utilizes existing support services in Oregon City to help would-be employees to be prepared for unfilled jobs. Work to create partnerships between private for-profit businesses that need employees and public agencies that provide “wrap-around services”. - Further develop and promote small business technical assistance and financial support services. - Establish initiatives that support a “business-friendly” environment in Oregon City. - Work to help prepare City-owned and Urban renewal-owned properties for future development. - Work to promote the Arts as an important economic development element.			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) Talent Ready – - Developed memorandums of understanding with the following entities to help with reducing worker shortages experienced by businesses: - Providence Willamette Falls Medical Services (For-Profit) - Avamere Rehabilitation (For-Profit) - Oregon City Municipal Court (Government) Will be seeking additional memorandums of understanding with the following organizations to provide training to would-be employees to secure unfilled jobs at Oregon City local businesses: - Clackamas Community College - Oregon State University - Oregon City School District - Small Business Technical Assistance and financial support services - Developed the Entrepreneurial Opportunity Loan Program (“EOLP”) in partnership with EMBOLD Community Credit Union (Two small businesses have received loans from EOLP) - Established the BIZ POD Program (Graduated 6 emerging businesses last year, will start the program again in February 2024). - Business Friendly Environment - Developing the Ombudsman Initiative (working with the Depts of Community Development and Public Works to educate commercial/business investors on the City’s development processes and serve as an advocate for commercial/business investors in the community) - Staff recommended changes designed to reduce the cost of City business licenses for both new and existing business licenses. City Commission approved the proposed changes on November 1, 2024			

- City-Owned/Urban Renewal Owned Properties
 - A Phase I Environmental Assessment is being prepared for the Stimson Property
 - On November 1, 2023, staff presented an unsolicited proposal to the City Commission from an investor to buy a City-owned property (Offer declined)
 - On November 15, 2023, staff presented an unsolicited proposal to the City Commission from an investor to buy a City-owned property (Offer declined)
 - On November 1, 2023, per Urban Renewal Commission direction, staff prepared a new lease for Clackamas Landscape Supply for one additional year.
- Staff has presented a slate of ideas to the Arts Commission aimed at improving the visibility of the Arts Commission and designed to improve the public's perception of how important the Arts is in Oregon City.
 - The Arts Commission will discuss these ideas at it January 2024 strategic planning session.

DECEMBER 2023 UPDATE

Department Contact:	Economic Development	Date:	November 20, 2023
	40%	Target Completion:	May 28, 2024

Goal 5.2 Create and promote a tourism infrastructure that doesn't negatively impact neighborhoods and supports economic development to promote a healthy, sustainable local economy.

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

- **Promote the new 2023/2025 round of available funding for City-Sponsored Public Event Program (October 2023).**
- **Recommend policies and strategies to enable the transferal of tourism activity to a legally organized entity that will serve as a Destination Management Agency ("DMO") to manage and operate tourism programs from outside of City Government.**

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

City-Sponsored

- Will be opening up the City-Sponsored Grant application process for the 2024 Round of funding in January, 2024.
- As of Sept. 28, 2023, all eligible receipts were received from DOCA for their 2023 City-Sponsored Event (1st City Celebration). Their submittal closes out their file.
- As of August 23, 2023, all eligible receipts were received from Oregon City Brewing for their July 2023 OC Brewfest. Their submittal closes out their file.
- As of Sept. 19, 2023, all eligible receipts were received from the Three Rivers Arts Guild for their August 12, 2023, Oregon City Arts Festival. Their submittal closes out their file.
- Still collecting receipts from the 2021/2023 City-Sponsored Public Events
 - DOCA's receipts are still outstanding.
 - Three River Arts Guild receipts are still outstanding.
 - OC Brewing Receipts have been received (Sept 2023)
- Tweaking existing guidelines to require receipts to be turned in by a specific date or event organizer will forfeit the 20% that was held back to ensure that receipts for all eligible costs are accounted for.

Destination Management Organization

- During its work session on November 7, 2023, the City Commission received a comparative analysis of DMOs within the Portland Metro Region and staff recommendations to further the conversation with respect to moving the tourism function from the Economic Development Dept. to a DMO outside of City municipal government.
- As progress is made toward establishing a DMO, staff has developed a broadcast commercial that promotes the downtown.
- Collecting written documentation from other communities that have operated a DMO.

2023-2025 Commission Goals and Strategies

Job Category

December 2023 UPDATE

Department Contact:	Aquilla Hurd-Ravich	Date:	December 6, 2023
Percentage Complete:	25%	Target Completion:	June 30, 2025

Goal 6- Housing: Anticipate state mandates and tailor local policies to best fit the needs of the community while balancing public infrastructure investment for current and future residents.

6.1 Expand housing choices and develop a housing strategy

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

- Over the next three months (January- March) staff will monitor legislation and funding opportunities that result from the State Legislature's 2024 short session.
- We anticipate the potential of the State Legislature allocating funding for infrastructure assistance if the infrastructure relates to the development of housing. Staff will continue to monitor the legislative actions and be prepared to request financing assistance if the opportunity becomes available.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

- Staff has reviewed several versions of a draft framework housing production proposal from the governor's office and provided comments.
- At the conclusion of the 2023 Oregon State Legislative Session, a number of housing bills were passed. Staff recently gave a [land use legislative](#) update to the City Commission which included an update on housing bills.
- The most significant piece of legislation was an Executive Order made by the Governor that established a statewide housing production goal and a Housing Production Advisory Council. The Executive Order also established a goal to produce 36,000 new housing units per year for the next ten years. The Housing Production Advisory Council is charged with identifying recommendations to meet this goal and proposing them for discussion at the 2024 Legislative Session.
- Oregon City will be required to adopt a new Housing Capacity Analysis in the year 2027 and will be required to adopt a Housing Production Strategy the following year by December 31st 2028.

2023-2025 Commission Goals and Strategies

Job Category

December 2023 UPDATE

Department Contact:	Aquilla Hurd-Ravich	Date:	December 6, 2023
Percentage Complete:	25%	Target Completion:	June 30, 2025

**Goal 7 Protect and preserve our environmental and natural resources for a healthy, sustainable community;
7.1 Focus efforts on preserving and protecting the City's Tree Canopy**

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

- Friends of Trees (FOT) is proposing to conduct community planting events between the months of October 2023 and April 2024. The first planting event is December 2, 2023. The next event will be on April 6, 2024.
- The focus of FOT work over the next two years is to increase canopy coverage in the right-of-way and private yards

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

The City's contract with Friends of Trees helps to preserve and protect the City's tree canopy by offering education and volunteer events.

- A pruning workshop is tentatively scheduled for October 14, 2023
- Also tentatively scheduled is a Friends of Trees volunteer planting event on November 4, 2023.

October 11, 2023:

- The Natural Resource Committee will discuss the initiation of a program to identify Ash Trees in City right-of-way or on City owned property. The purpose of this inventory is to devise a strategy in case the pest Emerald Ash Borer lands in Oregon City and begins to kill City trees.
- Staff has begun researching and collecting data to help facilitate this volunteer effort and will present the information to the NRC at their October meeting.
- The Natural Resource Committee identified several activities in their work plan that support a healthy tree canopy:
 - *Support and promote volunteer participation for a public tree inventory for city properties, parks, street trees, school properties and other public lands.*
 - *Communicate with Neighborhood Associations, Citizen Involvement Commission and the Business Community. NRC members will promote programs such as the heritage tree program, arbor day, etc. through presentations to other groups and boards.*
 - *Community Development staff will continue to support the NRC and their efforts as a means to achieve the Commission's goal.*



2023-2025 Commission Goals and Strategies

Job Category

December 2023 UPDATE

Department Contact:	John Lewis	Date:	Nov 28, 2023
Percentage Complete:	10%	Target Completion:	Ongoing Program

Goal 7.2 National Pollution Discharge Elimination System (NPDES requirements/sampling)

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

NOVEMBER 1, 2023 – PROVIDE THE CITY COMMISSION WITH AN ANNUAL PRESENTATION REGARDING THE CITY'S STORMWATER PROGRAM, MUNICIPAL STORMWATER POLLUTION PREVENTION ACTIVITIES, AND BEST PRACTICES FOR RESIDENTS TO PREVENT STORMWATER POLLUTION. DONE

NOVEMBER 2023 – ALIGNED WITH THE CITY'S WINTER WEATHER RESPONSE PLAN, DEVELOP AN SOP FOR THE CITY'S ROAD MAINTENANCE STRATEGY TO DOCUMENT MATERIAL SELECTION, STORAGE, PROPER APPLICATION (TIMING AND RATES), COLLECTION, AND REUSE OPPORTUNITIES. DONE

DECEMBER 2023 - PROVIDE THE PLANNING COMMISSION WITH AN ANNUAL PRESENTATION REGARDING THE CITY'S STORMWATER PROGRAM, MUNICIPAL STORMWATER POLLUTION PREVENTION ACTIVITIES, AND BEST PRACTICES FOR RESIDENTS TO PREVENT STORMWATER POLLUTION. ON TRACK

FEBRUARY 28, 2024 - DEVELOP AN SOP THAT OUTLINES POLLUTION PREVENTION MEASURES WHEN CLEANING UP ABANDONED CAMPSITES IN PUBLIC AREAS. SOP MAY BE ADDED TO THE LARGER MUNICIPAL OPERATIONS SOP (BMP OM-2). ON TRACK

FEBRUARY 28, 2024 – DEVELOP AN SOP FOR PESTICIDE AND FERTILIZER STORAGE, APPLICATION, AND DISPOSAL. SOP MAY BE ADDED TO MUNICIPAL OPERATIONS SOP IN OM-2. REVISE STANDARD LANGUAGE FOR MAINTENANCE AND LANDSCAPING CONTRACTS TO INCLUDE PROVISIONS AND RESTRICTIONS FOR PESTICIDE AND FERTILIZER APPLICATION. ON TRACK

JUNE 2024 - PREPARE AN ILLICIT DISCHARGE ORDINANCE THAT WILL UPDATE OCMC 8.08 TO SPECIFICALLY PROHIBIT ILLICIT DISCHARGES (AND ALLOW OR CONDITIONALLY ALLOW OTHERS), CONSISTENT WITH NPDES MS4 PERMIT SCHEDULE A.1.D. INCLUDE ESCALATING ENFORCEMENT BASED ON SEVERITY AND INTENT OF INCIDENT. ON TRACK

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

THE PUBLIC WORKS DEPARTMENT MANAGES THE NPDES PROGRAM WITHIN THE STORMWATER DIVISION AND IN ACCORDANCE WITH THE NPDES MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PHASE I PERMIT. OUR STORMWATER MANAGEMENT PROGRAM (SWMP) DOCUMENT LAYS OUT A LONG LIST OF ACTIVITIES THE CITY MUST IMPLEMENT TO COMPLY WITH THE CITY'S NPDES MS4 PERMIT. THE PROGRAM CATEGORIES INCLUDE PUBLIC EDUCATION AND OUTREACH, PUBLIC INVOLVEMENT, ILLICIT DISCHARGE DETECTION AND ELIMINATION, EROSION AND SEDIMENT CONTROL, POST CONSTRUCTION, MUNICIPAL OPERATIONS AND MAINTENANCE, INDUSTRIAL AND COMMERCIAL PROGRAM, AND ADDITIONAL PROGRAM ELEMENTS.

DETAILS ON THE CITY'S NPDES PROGRAM ARE MOST EASILY FOUND VIA THE CITY'S WEBSITE AT [HTTPS://WWW.OREGONCITY.ORG/1165/NPDES-MS4-PHASE-I-PERMIT---CLACKAMAS-GRO](https://www.oregoncity.org/1165/NPDES-MS4-PHASE-I-PERMIT---CLACKAMAS-GRO)

ONE ALL-ENCOMPASSING ACCOMPLISHMENT OF THE NPDES PROGRAM IS THE CITY'S DEDICATED NPDES WEBPAGE. PROVIDING ACCESS TO A LONG LIST OF REFERENCE DOCUMENTS COMPILED IN ONE LOCATION ACCESSIBLE TO THE PUBLIC IS A RECENT ACCOMPLISHMENT. WEBSITE ACCESS PROVIDES EASY ACCESS TO THE MS4 PERMIT, THE SWMP, A LONG HISTORY OF ANNUAL REPORTS, AND SEVERAL OTHER SUPPORTING DOCUMENTS THAT THE CITY HAS CREATED TO MAINTAIN COMPLIANCE WITH FEDERAL AND STATE MANDATES AND TO REDUCE DISCHARGES OF POLLUTANTS TO RECEIVING WATERS.

ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE) REMAINS A PRIORITY. STAFF RECENTLY COMPLETED DRY WEATHER OUTFALL INSPECTIONS, AND ALL NINE STRATEGICALLY IDENTIFIED NON-RESIDENTIAL OUTFALLS WERE CONFIRMED TO BE FREE OF ILLICIT DISCHARGE. PUBLIC WORKS TO CONTINUE TO ASSESS NEW OUTFALL SITES FOR CONSIDERATION FOR THIS INSPECTION PROCESS. THE PRIORITIZATION CRITERIA FOR OUTFALL INSPECTIONS WAS REVIEWED AND DEEMED APPROPRIATE FOR CURRENT PERMIT REQUIREMENTS AND LANGUAGE FOR IDDE SOP WAS UPDATED TO REFLECT THE 2021-2026 MS4 PERMIT.

THE CONSTRUCTION SITE RUNOFF CONTROL PROGRAM CONTINUES TO REMAIN EFFECTIVE. THIS IS ACCOMPLISHED THROUGH REGULATORY REQUIREMENTS, PLAN REVIEWS, PERMITTING AND CONSTRUCTION SITE INSPECTIONS, ENFORCEMENT PROCEDURES, EDUCATION, AND TRAINING. PROCEDURES ARE CLEARLY OUTLINED IN THE NEWLY COMPLETED OREGON CITY EROSION CONTROL ENFORCEMENT STANDARD OF PRACTICE, AS REQUIRED BY SWMP BMP EC-6.

INSPECTIONS OF PUBLIC STORMWATER MANAGEMENT FACILITIES REMAIN A ROUTINE PRACTICE. STAFF IS TASKED WITH IDENTIFYING MAINTENANCE NEEDS AND ISSUING WORK ORDERS WHEN REPAIRS OR MAINTENANCE IS REQUIRED. FOR THE PUBLICLY OWNED FACILITIES STAFF PERFORM MAINTENANCE ACTIONS TO MAINTAIN STORMWATER MANAGEMENT FACILITY PERFORMANCE ON A MONTHLY BASIS.

PUBLIC WORKS IS CURRENTLY REVIEWING THE CITY OF PORTLAND'S "HOMELESSNESS/URBAN CAMPING IMPACT REDUCTION PROGRAM CAMPSITE REMOVAL AND PROPERTY STORAGE POLICY," AND ADAPTING IT TO REFLECT BEST MANAGEMENT PRACTICES FOR POLLUTION PREVENTION.

PUBLIC WORKS IS IN THE PROCESS OF REVIEWING MULTIPLE JURISDICTION-INTEGRATED PEST MANAGEMENT PLANS TO ADOPT BEST MANAGEMENT PRACTICES THAT REFLECT OREGON CITY'S UNIQUE NEEDS. THE CITY WILL BEGIN TO REVISE LANDSCAPE CONTRACTS ONCE THE SOP IS COMPLETED.

STAFF HAVE CONDUCTED INSPECTIONS OF HIGH-PRIORITY BUSINESSES IDENTIFIED THROUGH THE INDUSTRIAL/COMMERCIAL FACILITY SCREENING PROGRAM. DURING SITE INSPECTIONS, STAFF REVIEWS ONSITE STORMWATER SYSTEMS, POLLUTION PREVENTION MEASURES, MATERIAL TRANSPORT AND STORAGE, AND WASTE DISPOSAL. THE INDUSTRIAL/COMMERCIAL FACILITIES STRATEGY HAS BEEN UPDATED TO REFLECT NEW PERMIT LANGUAGE AND HAS BEEN UPLOADED TO THE WEBSITE FOR A 30-DAY COMMENT PERIOD BEFORE SUBMITTING THE FINAL DOCUMENT (WITH COMMENTS ADDRESSED) TO THE DEQ (DUE DECEMBER 1, 2023).

THE GREEN INFRASTRUCTURE/LOW IMPACT DESIGN (LID) STRATEGY HAS BEEN COMPLETED TO REFLECT NEW, PERMIT LANGUAGE & A GAP ANALYSIS HAS BEEN PERFORMED ON ALL MUNICIPAL CODES AND STANDARDS TO ENSURE THERE ARE NO BARRIERS TO LID IMPLEMENTATION. A TECHNICAL REVIEW MEMO OF THE GAP ANALYSIS HAS BEEN MADE AVAILABLE TO THE PUBLIC AND DEQ IN THE ONLINE LIBRARY.

TWO CAPITAL IMPROVEMENT PROJECTS HAVE BEEN CONSTRUCTED AS A RESULT OF ADDRESSING THE 2015 HYDROMODIFICATION ASSESSMENT TO MINIMIZE STREAM BANK EROSION AND IMPROVE WATER QUALITY. SITE PRIORITIZATION, ASSESSMENT, AND PLANNING FOR FUTURE IMPROVEMENTS IS ONGOING. AN UPDATE IS REQUIRED BY THE DEQ AND HAS BEEN SUBMITTED WITH THE MS4 ANNUAL REPORT (DUE DECEMBER 1, 2023)



OREGON CITY COMMISSION GOALS

MISSION

Build a dynamic community that leads the State in safety, economic opportunity, livability, and historic significance.

VISION

Embrace and advance Oregon City's historic role as a regional leader.

2023-25 GOALS

GOAL 1

Create a collaborative environment to promote diversity, equity, and inclusion resulting in a safe, inclusive community and organization.

GOAL 2

Invest in current and future capital needs for safe, sustainable infrastructure and City services.

GOAL 3

Increase engagement efforts to bring more residents into the policy-making process and ensure all neighborhood associations are active with the Citizen Involvement Committee

GOAL 4

Entact homelessness plan and increase public knowledge of the plan and resources available for the homeless while reducing the visual and safety impacts of homelessness in the community.

GOAL 5

Create and promote a tourism infrastructure that doesn't negatively impact neighborhoods and supports economic development to promote a healthy, sustainable local economy.

GOAL 6

Anticipate state mandates and tailor local policies to best fit the needs of the community while balancing public infrastructure investment for current and future residents.

GOAL 7

Protect and preserve our environment and natural resources for a healthy, sustainable community.



COMMISSIONERS



MAYOR



COMMISSIONERS



CITY COMMISSION GOALS

In addition to regular public meetings, the Oregon City Commission meets for an extended period every two years to develop and adopt a list of goals for the upcoming biennium. Included with this, or formulated subsequently, are the priorities, strategies, approaches, and milestones associated with these goals. The City Commission Goals serve as the framework for budget development and help to identify and address long-term funding requirements and budget strategies as well as prioritize limited resources. The budget is prepared to support and accomplish those priorities during the biennium. The City's long-term goals should not be confused with the City's budget. The budget is the legal authority for spending and focuses on the near-term (the biennium). Goals may continue beyond the two-year budget period.

OREGON CITY VISION

Embrace and advance Oregon City's historic role as a regional leader

MISSION

Build a dynamic community that leads the State in safety, economic opportunity, livability, and historic significance

GOALS

- Goal 1: DIVERSITY, EQUITY, AND INCLUSION / SAFE INCLUSIVE COMMUNITY** - Create a collaborative environment to promote diversity, equity and inclusion resulting in a safe, inclusive community and organization.
- Goal 2: INFRASTRUCTURE/CITY SERVICES** – Invest in current and future capital needs for safe, sustainable infrastructure and City services.
- Goal 3: GOAL 3: COMMUNITY ENGAGEMENT** – Increase engagement efforts to bring more residents into the policy-making process and ensure all neighborhood associations are active with the Citizen Involvement Committee.
- Goal 4: HOMELESSNESS** – Enact homelessness plan and increase public knowledge of the plan and resources available for the homeless while reducing the visual and safety impacts of homelessness in the community.
- Goal 5: TOURISM & ECONOMIC DEVELOPMENT** – Create and promote a tourism infrastructure that doesn't negatively impact neighborhoods and support economic development to promote a healthy, sustainable local economy.
- Goal 6: HOUSING** – Anticipate state mandates and tailor local policies to best fit the needs of the community while balancing public infrastructure investment for current and future residents.
- Goal 7: ENVIRONMENT** – Protect and preserve our environmental and natural resources for a healthy, sustainable community.



Oregon City Commission:

Rocky Smith, Jr., Adam Marl, Mayor Denyse McGriff, Frank O'Donnell and Michael Mitchell

City Commission Goals

GOALS REPRESENTED IN THE PROPOSED BUDGET

In recognition of the Oregon City Commission's intent to develop specific strategies and projects supporting the seven goals over an extended period with quarterly work sessions, the connection between the goals and the 2023-2025 Proposed Budget is expressed below with a list of specific funds and departments that are positioned to execute the direction of the Commission as this process unfolds through the budget process and beyond.

Goal 1: DIVERSITY, EQUITY, AND INCLUSION / SAFE INCLUSIVE COMMUNITY - Create a collaborative environment to promote diversity, equity and inclusion resulting in a safe, inclusive community and organization.

- General Fund – Human Resources – \$150,000

Goal 2: INFRASTRUCTURE/CITY SERVICES – Invest in current and future capital needs for safe, sustainable infrastructure and City services.

- General Fund – Information Technology – \$390,000
- General Fund – Parks – \$85,000 Parks planning, including SDC study
- Public Works Funds – Capital Projects - \$55,000,000
- Public Works Fund – Transportation - \$360,000 Sidewalk and Bike Lane Safety/Infill

Goal 3: GOAL 3: COMMUNITY ENGAGEMENT – Increase engagement efforts to bring more residents into the policy-making process and ensure all neighborhood associations are active with the Citizen Involvement Committee.

- General Fund – City Commission - \$60,000 for neighborhood association costs
- General Fund – City Manager – \$450,000 for Communications Manager and part-time Community Engagement Specialist

Goal 4: HOMELESSNESS – Enact homelessness plan and increase public knowledge of the plan and resources available for the homeless while reducing the visual and safety impacts of homelessness in the community.

- General Fund – Contingency – \$400,000 identified from ARPA funds yet to be spent
- General Fund – Police - \$741,000 for Homeless Liaison Officer and Behavioral Health Specialist
- General Fund – Parks - \$40,000 for camp cleanup
- Public Works Fund – Transportation - \$400,000 Sidewalk Assistance Program

Goal 5: TOURISM & ECONOMIC DEVELOPMENT – Create and promote a tourism infrastructure that doesn't negatively impact neighborhoods and supports economic development to promote a healthy, sustainable local economy.

- General Fund – Economic Development – \$1,260,000

Goal 6: HOUSING – Anticipate state mandates and tailor local policies to best fit the needs of the community while balancing public infrastructure investment for current and future residents.

- Planning Fund – \$150,000 Expand housing choices and develop a housing strategy

Goal 7: ENVIRONMENT – Protect and preserve our environmental and natural resources for a healthy, sustainable community.

- Planning Fund – \$90,000 Tree canopy
- Public Works Funds – \$335,000 National Pollutant Discharge Elimination System (NPDES) requirements/sampling; Water compliance/monitoring and backflow prevention program

