



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, October 06, 2021 at 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@orc.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- *Email recorderteam@orc.org (deadline to submit written testimony via email is 3:00 PM on the day of the meeting)*
- *Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

4. CITIZEN COMMENTS

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

5. PRESENTATIONS

[5a.](#) Oregon City Operations Complex Development Project – October 2021 Update

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.](#) OLCC: Liquor License Application – El Hempe Spirits, Inc., 412 Beaver Creek Road, Suites 617 and 618, Oregon City

[7b.](#) Personal Services Agreement with Portland Engineering, Inc. for the Oregon City Operations Center Wonderware HMI (Human Machine Interface) Relocation

[7c.](#) Personal Services Agreement with RH2 Engineers for the 4th and 6th Streets Utility Replacement Project (CI 21-013)

[7d.](#) Municipal Court Judge Employment Agreement

[7e.](#) Minutes of the August 18, 2021 Regular Meeting

[7f.](#) Minutes of the September 1, 2021 Regular Meeting

8. PUBLIC HEARINGS

[8a.](#) First Reading of Ordinance No. 21-1015: An Ordinance Approving GLUA-21-00005: Emergency Annexation AN-21-00001 and Zone Change ZC-21-00002 to R-6 for Approximately 1.05 Acres Located at 19630 S. McCord Road

9. GENERAL BUSINESS

[9a.](#) Resolution No. 21-46, Revisions to Extend the Parklet & Private Property Restaurant/Retail from November 20, 2021 to November 30, 2022 and Eliminate Some Temporary Fee Reductions

[9b.](#) Water Ballot Measures – Update and Outreach

[9c.](#) Complaints Against City Manager

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

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

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

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

ADA NOTICE

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

Agenda Posted at City Hall, Pioneer Community Center, Library, City Website.

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

Agenda Date: 10/06/2021

SUBJECT:

Oregon City Operations Complex Development Project – October 2021 Update

STAFF RECOMMENDATION:

This item will provide the City Commission with an update on the Operations Complex Project. No action requested at this time.

EXECUTIVE SUMMARY:

Operations Complex Construction Project Update as of October 6, 2021. Construction of the City's latest building project remains on time and on budget and scheduled to be substantially complete on October 29, 2021. Our Guaranteed Maximum Price contract is on track at \$10,179,128.00.

BACKGROUND:

The Oregon City Public Works Department has been vying for a new Operations Complex for years. In 2018, the City acquired the Fir Street site for a new Operations Complex. Since site acquisition, the project has continued to gain momentum and is scheduled for substantial completion on October 29, 2021. Move in is scheduled for November 5, 2021, and the first day for employees to report onsite is set for November 8, 2021.

PlanB Consultancy, Inc. has been leading the project as our owner representative, Scott Edwards Architecture as our project Architect, and Emerick Construction as our Construction Manager/General Contractor. The project team, including City staff, spent most of 2020 in the design and land use approval phases. On August 19, 2020, the City issued a notice to proceed with construction. We are now in the final month of construction and the project is turning out to be a fabulous reuse of the original buildings.

This presentation will share some of the considerations and outcomes since our last building update in March. More specifically, we will focus on the final outcomes and

construction status. Updates on move in, functionality, and opportunities for the public and City Commission to celebrate this longstanding facility goal. The last mile schedule and overview of the final steps in this transition will be discussed.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 10/06/2021

SUBJECT:

OLCC: Liquor License Application – El Hempe Spirits, Inc., 412 Beavercreek Road, Suites 617 and 618, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve OLCC Application for El Hempe Spirits, Inc., 412 Beavercreek Road, Suites 617 and 618, Oregon City.

EXECUTIVE SUMMARY:

The attached application is for an OLCC Distillery license for El Hempe Spirits, Inc.

BACKGROUND:

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

OPTIONS:

1. Approve the OLCC Application for El Hempe Spirits, Inc.
2. Deny the OLCC Application for El Hempe Spirits, Inc.



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

[PRINT FORM](#)

Item 7a.

[RESET FORM](#)

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

License Applied For:	CITY AND COUNTY USE ONLY
☐ Brewery 1 st Location	Date application received and/or date stamp:
Brewery Additional location (2 nd) ☐ (3 rd) ☐	
☐ Brewery-Public House (BPH) 1 st location	Name of City or County:
BPH Additional location (2 nd) ☐ (3 rd) ☐	
☒ Distillery	Recommends this license be:
☐ Full On-Premises, Commercial	☐ Granted ☐ Denied
☐ Full On-Premises, Caterer	By: _____
☐ Full On-Premises, Passenger Carrier	Date: _____
☐ Full On-Premises, Other Public Location	OLCC USE ONLY Date application received: _____ Date application accepted: _____ License Action(s): _____
☐ Full On-Premises, For Profit Private Club	
☐ Full On-Premises, Nonprofit Private Club	
☐ Grower Sales Privilege (GSP) 1 st location	
GSP Additional location (2 nd) ☐ (3 rd) ☐	
☐ Limited On-Premises	
☐ Off-Premises	
☐ Warehouse	
☐ Wholesale Malt Beverage & Wine	
☐ Winery 1 st Location	
Winery Additional location (2 nd) ☐ (3 rd) ☐ (4 th) ☐ (5 th) ☐	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)**¹ applying for the license(s):

El Hempe Spirits, Inc.

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See) El Hempe Spirits, Inc.		
4. Business Address (Number and Street Address of the Location that will have the liquor license) 412 Beavercreek Road, Suites 617 and 618		
City Oregon City	County Clackamas	Zip Code 97045

¹ **Read the instructions on page 1 carefully.** If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



OREGON LIQUOR CONTROL COMMISSION

Item 7a.

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) El Hempe Spirits, Inc.			
6. Does the business address currently have an OLCC liquor license? ☐ YES ☒ NO			
7. Does the business address currently have an OLCC marijuana license? ☐ YES ☒ NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in <u>OAR 845-004-0065[1]</u>.) 11565 S.W. 67th Avenue			
City Tigard	State Oregon	Zip Code 97223	
9. Phone Number of the Business Location (971) 400-4964		10. Email Contact for this Application and for the Business charrell@el-hempe.com	
11. Contact Person for this Application Charles E. Harrell		Phone Number (503) 577-0774	
Contact Person's Mailing Address (if different) 11565 S.W. 67th Avenue	City Tigard	State Oregon	Zip Code 97223

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

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

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

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

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

Charles E. Harrell	DocuSigned by: <i>Charles Harrell</i>	9/7/2021	OSB 012761
App. #1: (PRINT NAME)	App. #1: (SIGNATURE)	App #1: Signature Date	Atty. Bar Information (if applicable)
App. #2: (PRINT NAME)	App #2: (SIGNATURE)	App #2: Signature Date	Atty. Bar Information (if applicable)
App. #3: (PRINT NAME)	App #3: (SIGNATURE)	App #3: Signature Date	Atty. Bar Information (if applicable)
App. #4: (PRINT NAME)	App #4: (SIGNATURE)	App #4: Signature Date	Atty. Bar Information (if applicable)



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: 10/06/2021

SUBJECT:

Personal Services Agreement with Portland Engineering, Inc. for the Oregon City Operations Center Wonderware HMI (Human Machine Interface) Relocation

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Portland Engineering, Inc. in the amount of \$51,030.00 for the relocation of the Wonderware HMI for the Oregon City Operations Center (CI 18-009).

EXECUTIVE SUMMARY:

The City's Project Manager for the Operations Complex (PlanB) and City staff worked together to solicit proposals from four companies for the relocation of the Wonderware HMI, also known as the SCADA PLC, for the Oregon City Operations Center. Four companies were contacted, and three providers responded with bids for this project.

BACKGROUND:

The Oregon City Public Works Department is continuing to progress toward substantial completion of the Complex by the end of October 2021. Furnishings and systems installation are scheduled for late October, which includes the relocation of the current Wonderware HMI that monitors and controls the City's water distribution infrastructure.

City Staff and Plan B interviewed three responsive bidders for the project. The list of bidders is outlined below:

OCD Automation	\$45,606.00
Portland Engineering, Inc.	\$51,030.00
Taurus Power & Controls	\$57,447.00

Portland Engineering, Inc. was selected for the following reasons:

- Portland Engineering, Inc. has intimate knowledge of the current City Wonderware HMI and operating system needs. This knowledge means less staff time validating scope and equipment and would result in an efficient transition from the current Operations Building to the new Operations Center.
- Portland Engineering, Inc.'s proven industry knowledge and the City's current system will ensure the system will transition seamlessly, ensuring the functional needs, existing infrastructure, and locations will be accounted for in their proposed project plan.
- Portland Engineering, Inc. currently performs the City's Wonderware HMI maintenance and upgrades, and their performance has been excellent and delivered on time.
- Competing firm's milestone schedule was longer than Portland Engineering, Inc. by 4-8 weeks.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$51,030.00
FY(s): FY 2021-22
Funding Source(s): Community Facility Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

OREGON CITY OPERATIONS CENTER (CI 18-009)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **PORTLAND ENGINEERING, INC.** ("Consultant").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2021**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **fifty-one thousand, thirty and 00/100 dollars (\$51,030.00)**.

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

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

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

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

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

To the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: John M. Lewis

To Consultant:

Portland Engineering, Inc.
2020 SE 7th Avenue, Suite 200
Portland, OR 97214
Attention: Jim Evans

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

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

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

CITY OF OREGON CITY

PORTLAND ENGINEERING, INC.

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

By: _____

Name: _____

DATED: _____, 20____.

Title: _____

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

DATED: _____, 20____.

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

\\depot\Departments\PublicWorks\Forms\Contract & Bid Documents\Contract Boiler Plates - Bid Documents\Professional Service Agreements\Templates\Form - PSA_Consultant.docx

Proposal



City of Oregon City Operation Center HMI Relocation (update 2017-07-29)



Contact Person:

Jim Evans
2020 SE 7th Ave, Suite 200, Portland, OR 97214
Phone: 503-256-7718, Fax: 503-256-7679
jevans@portlandengineers.com

Response Date:
July 29th, 2021

PROPOSAL

The City of Oregon City's Operations Center is being moved from its current location to 13895 Fir Street. As part of this project, the current Wonderware HMI (Human Machine Interface) that monitors and control the city's water distribution infrastructure will need to be relocated. The current system will remain in place and a new, independent, system will be commissioned in order to maintain system operation through the transition. This proposal outlines the engineering tasks and suggested hardware to accomplish this.

Engineering Services:

Portland engineering will complete the following tasks:

- Convert current MTU PLC application to use on new PLC
- Delete PLC logic no longer in use
- Integrate backup dialer into new PLC
- PLC panel design/drawings
- New PLC panel checkout/testing
- Install new server rack and server
- Setup Existing HMI VM's on new servers
- Setup Ewons
- New PLC telemetry system config/testing
- Wonderware HMI configuration (backup dialer, telemetry changes, generator)
- Generator/ATS integration

Hardware/Software Supply:

Item	Qty	Manufacturer	Part Number	Description
1	2	DELL		Server to match current HMI server specs
2	1	TRIPP LITE	SR18UB	SmartRack 18U Mid-Depth Rack Enclosure Cabinet
3	1	TRIPP LITE	DRS-1215	14-Outlet Economy Network Server Surge Protector, 1U Rack-Mount, 15-ft. Cord, 3000 Joules
4	1	TRIPP LITE	SMART1500RM2U	SmartPro 120V 1.5kVA 1.35kW Line-Interactive Sine Wave UPS, 2U, Network Card Options, LCD, USB, DB9, 8 Outlets
5	2	EWON	EC61330	eWON Cosy 131 WAN/LAN/USB
6	1	HIRSCHMANN		P/N TO BE PROVIDED BY OREGON CITY
7	1	VIKING ELECTRONICS	K-202-DVA	2 INPUT VOICE DIALER
8	1	ALLEN BRADLEY	5069-L310ER	COMPACT LOGIX CONTROLLER, 1MB MEMORY
9	0	ALLEN BRADLEY	5069-IF8	8 PT AI MODULE
10	1	ALLEN BRADLEY	5069-IB16	16 POINT, 24VDC, SINKING, DI MODULE
11	1	ALLEN BRADLEY	5069-OB16	16 POINT, 24VDC, DO MODULE
12	1	ALLEN BRADLEY	5069-RTB64-SCREW	COMPACT 5000 SCREW POWER TERMINALS
13	2	ALLEN BRADLEY	5069-RTB18-SCREW	COMPACT 5000 SCREW 18 IO TERMINALS
14	1	ELECTROPAC		PANEL BUILD/COMPONENTS-DC UPS, RELAYS FOR DO'S

City of Oregon City will need to provide:

- Phone line for backup dialer
- Fiber connection to 3rd and bluff
- Hirshmann switch P/N
- Network support for installation (IP addressed, firewall config, etc.)

Estimated Cost

City of Oregon City Operations Center HMI Relocation Estimate	
Engineering Costs	\$31,841.00
Hardware	\$19,180.00
Total	\$51,030.00

TERMS AND CONDITIONS

Schedule

PEI will schedule this work upon notice to proceed or receipt of a purchase order. Integration will proceed in coordination with Oregon City staff. Installation and startup will be per Oregon City and PEI's agreed schedule and startup plan.

Payment Terms and Conditions

All hardware will be billed at time of order. Engineering will be billed per the attached Service and Fee Schedule unless otherwise agreed by PEI and the Oregon City. All payment terms are net 30 days. Pricing does not include applicable taxes.

Assumptions and Exclusions

The estimate provided in this proposal is based on functional requirements and items of supply per the scope provided to PEI by Oregon City.

Warranty

Any hardware and software warranty are provided by the manufacturer and not by Portland Engineering, Inc. This proposal is valid for 30 days after submittal date. PEI can withdraw this proposal prior to project commencement.

PORTLAND
Engineering Inc.
Service & Fee Schedule

- | | |
|--|---------------|
| <ul style="list-style-type: none"> • System Design • Scope of Work Development • Cost Evaluation and Estimation • Project Management • Construction Management • Software Specification, Procurement, Installation • Historian, MES, Data Systems Configuration • Training | \$150.00/hour |
| <ul style="list-style-type: none"> • HMI Application Development • PLC Programming • Field Service • Telephone and Remote Support • Wiring Diagrams • Panel Design | \$140.00/hour |
| <ul style="list-style-type: none"> • Administrative Services | \$55.00/hour |

Normal business hours are Monday through Friday, 8:00 am to 5:00 pm. Service and travel time outside of normal business hours will be billed at 1.5 times the above fees. Service and travel time on Sunday and Holidays will be billed at 2 times the above fees. Urgent unscheduled Field Service is a \$500 minimum charge.

Travel time will be billed from the location of the dispatched engineer with an additional mileage charge of \$0.75/mile. Travel expenses will be billed at cost with a minimum charge of \$165.00 per night.

Short-term hardware and equipment rentals are available. Rental duration and fees are negotiated on a project-by-project basis and at the sole discretion of PEI.

Terms - Net 30 days. All applicable state and local tax fees apply.

PEI Holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

In Portland, OR at 2020 SE 7th Ave. Suite 200 Portland OR 97214
In Central Point, OR at 7675 High Banks Road Suite 1 Central Point OR 97502
General Contractors License #135739

Tel: (503)256-7718 Fax: (503) 256-7679
Tel: (541) 664-6200 Fax: (541) 664-9094
Washington Contractors License PORTLEI920OZ

Web: www.portlandengineers.com
Email: info@portlandengineers.com
Revision 2016-04-06

This document is the exclusive property of Portland Engineering, Inc. and contains information that is confidential and privileged. Any dissemination, distribution or copying of this document is prohibited without written permission.

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

Item 7b.

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

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

Item 7b.

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

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

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

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

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7b.

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

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

Item 7b.

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

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

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

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

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

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

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

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

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

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

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

24. Arbitration.

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

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

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

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

Item 7b.

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

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

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

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

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

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

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

SUBCONTRACTOR / SUPPLIER COMPARISONS

Project: Oregon City Public Works Operations Complex
Trade: SCADA PLC



Item	Portland Engineering			OCD Automation			Taurus Controls			Comments/Clarifications
	Qty	Rate	Total	Qty	Rate	Total	Qty	Rate	Total	
SCADA PLC Relocation to Fir Steet Complex										
Engineering Costs	1		\$ 31,841	1		\$ 31,924	1		\$ 40,213	
Hardware/Materials	1		\$ 19,180	1		\$ 13,682	1		\$ 17,234	
SUB TOTAL			\$ 51,021			\$ 45,606			\$ 57,447	
Labor Rates/Hour										
Design			\$ 150		Not Given			\$ 160		
Installation			\$ 140		Not Given			\$ 125		
Administrative			\$ 55		Not Given			Not Given		
TOTAL (excl. GST)			\$ 51,021			\$ 45,606			\$ 57,447	
VARIANCE			\$ -			\$ -			\$ -	

Vendor Contact Information:	Contact Name	Phone	Email
Portland Engineering	Jim Evans	503-256-7718	jevans@portlandengineers.com
OCD Automation	Justin Colton	503-807-2085	jdcolton@ocdautomation.com
Taurus Controls	Ben Upshaw	503-692-9004	bupshaw@tauruspower.com

City of Oregon City Public Works
SCADA PLC RFP Proposal Evaluation

		Portland Engineering Interviewed: 9/8/21, 2 pm					OCD Automation Interviewed: 9/8/21, 3 pm					Taurus Power Controls Interviewed: 9/9/21, 2:30 pm				
Evaluation Weighting Factors	Total Points	VW	SK	Chad	DK	Average	VW	SK	Chad	DK	Average	VW	SK	Chad	DK	Average
Project Approach With the understanding this project is relocating and upgrading an existing SCADA PLC to a new location and there can be no down time between shut down of existing and startup of the new system, - What is your process for validating all the needs for the system move and program updates? - Program development - What updates would be involved? - Are there budget risks?	30	28.00	30.00	30.00	30.00	29.50	20.00	20.00	27.00	25.00	23.00	27.00	30.00	28.00	30.00	28.75
Emergency Approach - How do they handle off hour emergency calls? - How do they handle emergency equipment replacements?	20	18.00	20.00	16.00	18.00	18.00	14.00	20.00	16.00	15.00	16.25	19.00	20.00	19.00	20.00	19.50
Project Experience RFP - Describe a recent installation for a system like described in the - What was the greatest challenge - How did you overcome it	25	18.00	25.00	25.00	25.00	23.25	18.00	20.00	20.00	22.00	20.00	18.00	23.00	25.00	25.00	22.75
Project Team - How many will be on your team? - Can you provide resume's for the team?	10	7.00	8.00	10.00	8.00	8.25	6.00	10.00	8.00	7.00	7.75	8.00	10.00	10.00	10.00	9.50
Project Success What information is needed to ensure a successful outcome? What does the implementation schedule look like?	15	14.00	15.00	15.00	15.00	14.75	10.00	10.00	10.00	12.00	10.50	13.00	15.00	15.00	13.00	14.00
TOTAL	100	85.00	98.00	96.00	96.00	93.75	68.00	80.00	81.00	81.00	77.50	85.00	98.00	97.00	98.00	94.50

Official Interview Score:	93.75	77.50	94.50
Proposal Score:	0.00	0.00	0.00
TOTAL SCORE:	0.00	0.00	0.00



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: 10/6/2021

SUBJECT:

Personal Services Agreement with RH2 Engineers for the 4th and 6th Streets Utility Replacement Project (CI 21-013)

STAFF RECOMMENDATION:

Authorize the City Manager to execute Contract Agreement with RH2 Engineers for the 4th and 6th Streets Utility Replacement Project (CI 21-013) in the amount of \$80,463.00.

EXECUTIVE SUMMARY:

The 4th and 6th Streets Utility Replacement Project includes the replacement of aging infrastructure located between High Street and Center Street.

BACKGROUND:

On September 18, 2019, the City entered into a Personal Services Agreement with RH2 Engineers for design and construction services of the High Street Utility Replacement Project (CI 19-015). The project included waterline, water services, and fire hydrant replacement as well as storm system improvements on High Street from 3rd Street to 7th Street and 4th, 5th and 6th Streets between High Street and Center Street. This project was designed prior to the Molalla Avenue project going out to bid. Due to funding uncertainties, 4th, 5th and 6th Streets were removed from the original High Street Waterlines bid packet.

In early 2021, the waterline and storm system improvements on 5th Street between High Street and Center Street were completed. This project needed to be completed prior to the 2021 PMUF reconstruction project currently underway on High Street.

This project will complete the final design, bidding, and construction administration services of the remaining waterline and storm system improvements from the original High Street Waterlines project.

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

RH2 Engineers is a consultant on the City's shortlist of consultants to prepare bid documents for utility infrastructure capital improvement projects.

OPTIONS:

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

BUDGET IMPACT:

Amount: \$80,463.00

FY(s): 2021

Funding Source(s): Water Fund, Storm Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

4TH AND 6TH STREETS UTILITY REPLACEMENT PROJECT (CI 21-013)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **RH2 ENGINEERING** ("Consultant").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **June 30, 2022**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **eighty thousand, four hundred and sixty-three dollars and no cents (\$80,463.00)**.

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

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

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

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

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

To the City:

City of Oregon City
 PO Box 3040
 625 Center Street
 Oregon City, OR 97045
 Attention: John M. Lewis

To Consultant:

RH2 ENGINEERING
5335 Meadows Road, Suite 420
Lake Oswego, OR 97035
Attention: Kyle Pettibone

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

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

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

CITY OF OREGON CITY

RH2 ENGINEERING

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

By: _____

Name: _____

DATED: _____, 20____.

Title: _____

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

DATED: _____, 20____.

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF
 APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
 City Attorney

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EXHIBIT A
Scope of Work
City of Oregon City
4th and 6th Streets Utility Replacement Project
(Project No. CI-21-013)
 September 2021

BACKGROUND

The City of Oregon City (City) has requested that RH2 Engineering, Inc., (RH2) provide engineering services for the design, services during bidding, and services during construction for the replacement of the existing waterline and storm sewer within 4th Street between High Street and Center Street and replacement of the waterline in 6th Street between High Street and Center Street. This project is an extension of work previously started as part of the High Street Waterline Replacement & Storm System Improvements project (High Street). The High Street project was completed under City job numbers CI-19-015 & CI-21-001. The City has elected to complete the remaining work along 4th and 6th Streets under a separate contract (CI-21-013). This Scope of Work outlines the work remaining to complete the design, bidding, and construction phase services for the project, which includes the following.

Improvements within 4th Street from High Street to Center Street:

- Approximately 226 linear feet (lf) of 6-inch ductile iron (DI) waterline.
- Approximately one (1) new fire hydrant assembly.
- Approximately four (4) new water service connections with individual pressure reducing valve (PRV) assemblies.
- Approximately 239 lf of 12-inch storm sewer main.
- Approximately 37 lf of catch basin leads.
- Approximately one (1) storm manhole.
- Approximately two (2) catch basins.

Improvements within 6th Street from High Street to Center Street:

- Approximately 220 lf of 6-inch DI waterline.
- Approximately two (2) new water service connections with individual PRV assemblies.

Project Understanding and Assumptions

The City will be responsible for the following:

- Provide a project manager who is responsible for overall project management and will provide coordination between RH2 and the City.

- Establish the work scope and design parameters for the project, including related standards.
- Provide RH2 copies of all available, relevant City utility as-built plans, topographical maps, reports, and studies pertinent to the project.
- Provide RH2 with GIS technical support, including a base map based upon coordinate geometry with aerial photography and topographic contours.
- Provide RH2 with the City's standard drafting frame, title block, and a Drafting Standards Manual.
- Provide RH2 with digital copies of the City's standard construction specifications, details, and front-end bidding document sections.
- Provide timely review and comment on all reports, drawings, and specifications submitted by RH2 to the City for review and approval.
- Coordinate and submit applications for any required permits. (Note: RH2 may be requested to contribute project information for such applications as described in this Scope of Work.)
- Maintain records and process consultant invoices.
- Provide legal review of all construction contracts, bid forms, and real property.
- Provide notifications as necessary to the public and business community regarding the nature and timing of the work to be completed.
- Advertise and manage the bidding process for construction. (RH2 will reply to design/bid questions from potential bidders as described in this Scope of Work.)

In preparing this Scope of Work, the following assumptions were made:

- *It is anticipated that all improvements will be constructed within the developed right-of-way (ROW).*
- *RH2 will rely on the accuracy and completeness of any data, information, or materials generated or provided by the City or others in relation to the work.*
- *RH2 will not be responsible for site safety or for directing the contractor in their work.*

Task 1 – Project Management

Objective: Provide coordination of the RH2 project team, including regular communication with City staff, periodic progress reporting, monthly billing, and updates on project scope, schedule, and budget.

Approach:

- 1.1 Provide Project Administration and Reporting: Provide project management services during design, bidding, and construction contract administration, including staff scheduling, recordkeeping and filing, and project invoicing. Provide monthly billing invoices, including a

detailed breakdown of staff hours billed by task. Include a summary of expenditures, percentage complete by task, and budget remaining per task. Coordinate with the City's project manager regularly to discuss project and task status.

1.2 Prepare and Maintain Project Schedule: Prepare and maintain the overall project schedule.

RH2 Deliverables:

- Monthly invoices in electronic format (PDF).
- Project schedule in electronic format (PDF).

Task 2 – Survey and Geotechnical Investigation

Objective: All design survey work and geotechnical investigation was previously completed as part of the earlier phases of the High Street project. The remaining survey effort for the final phase of the High Street project includes a post-construction survey of existing monuments to be completed after construction of the streets, including the Pavement Maintenance Utility Fee (PMUF) work currently underway (PMUF and street work by others).

Approach:

2.1 Obtain Pre- and Post-Construction Monument Surveys: Coordinate with Compass to perform pre- and post-construction monument surveys and submit a Record of Survey to the Clackamas County (County) Surveyor's Office. *Compass previously filed a Pre-Construction Record of Survey along High Street in March 2017. This survey established the ROW for High Street but did not extend down any of the side streets or alleys. There is the possibility of additional monuments of record along the side streets and alleys. It is uncertain how many additional monuments of record still exist, but preliminary research indicates the possibility of six (6) additional monuments which could be impacted. As part of Compass's work, they will search for and tie any additional monuments of record along the side streets and alleys and will use any of this additional information to determine the location of the ROW lines of the side streets and alleys. Rather than filing a new Pre-Construction Record of Survey for the additional monuments, our approach will be to notify the County surveyor should any of these additional monuments be disturbed during construction related to the new waterline and PMUF work. A Post Construction Record of Survey will be prepared after construction is completed and all disturbed monuments have been replaced.*

RH2 Deliverables:

- Results of pre- and post-construction monument surveys and verification of submission to County Surveyor's Office in electronic format (PDF).

Task 3 – Utility Coordination

Objective: Perform utility coordination work related to the following franchise and private utilities: power; communications; gas; cable television; and other private utilities that may be present within the project limits. Confirm utility owners within the project limits and assist utility owners with identifying and addressing potential utility conflicts.

Approach:

- 3.1 Coordinate with Utility Owners and Distribute Project Information Letter: Identify utility contacts and prepare and distribute a project information letter to the involved utility companies to explain the nature of the work and anticipated project schedule. Maintain record of correspondence with utility companies.
- 3.2 Identify Potential Utility Conflicts and Coordinate Utility Potholing: Coordinate with City and utility owners to help identify potential utility conflicts. Prepare and distribute a notice of potential utility conflict letter and preliminary design drawings, and coordinate with utility owner to obtain pothole information.
- 3.3 Coordinate with Utility Owners Regarding Conflicts: Prepare and distribute a notice of utility conflict and 90-percent design plans to impacted utility owners. Coordinate and assist utility owner with addressing potential conflicts by either relocation, adjustments, or protection of existing utility. Notify utility owners of time schedule for utility relocations or adjustments.
- 3.4 Notify Utility Owners of Construction: Prepare and distribute a construction information letter to the involved utility owners.

Assumptions:

- *It is anticipated that the majority of potential utility conflicts can be avoided with reasonable and timely cooperation from the impacted utility owners. Affected utilities will be responsible for potholing their facilities, as requested, to assist in developing designs that avoid their facilities to the extent practical and will be responsible for developing their relocation designs to accommodate the project.*
- *City utilities include water, sanitary sewer, and storm sewer facilities. It is assumed the City will locate its utilities by potholing or other means as deemed necessary to resolve conflicts in the construction of the project.*

RH2 Deliverables:

- Utility contact list and record of correspondence with utility owners.
- Project information letter(s) upon project initiation sent to each utility owner via the United States Postal Service (USPS) and email.
- Notice of potential utility conflict letter(s) sent via USPS to each affected utility owner, and letter(s) with preliminary project drawings and detailed redlines of potential conflict locations sent via email to each affected utility owner.
- Notice of utility relocation letter(s) sent via USPS to each affected utility owner, and letter(s) with 90-percent project plans and utility relocation and time schedule requirements sent via email to each affected utility owner.
- Project construction information letter(s) upon awarding the construction project sent to each utility owner via USPS and email.

Task 4 – 90-Percent Design

Objective: Develop 90-percent plan sheets, technical specifications, bid documents, and update engineer's opinion of probable construction cost for the proposed improvements.

Approach:

- 4.1 Prepare 90-Percent Plans and Specifications: Incorporate the City's 50-percent review comments and as-built conditions from the earlier phases of the High Street project and prepare 90-percent design plans. The plans will include the final configurations for connections to the City's system, trench, bedding materials, backfill, compaction, and surface restoration, along with other supporting details and requirements for construction, testing, and permitting. Prepare construction contract documents to the 90-percent level, including both technical and non-technical construction contract requirements, general conditions, and special requirements. Prepare 90-percent engineer's opinion of probable construction costs for the proposed improvements.
- 4.2 Perform Quality Assurance/Quality Control Review: Perform internal quality assurance and quality control (QA/QC) review of the 90-percent plans and specifications.

Assumptions:

- *The 50-percent design for the 4th and 6th Street utility improvements was completed during the earlier phases of the High Street project. Work associated with this task assumes that the 90-percent design will generally be a continuation of that previous work and that there will be no significant changes in the scope of the improvements.*
- *It is assumed that the construction contractor will be responsible for preparing the final traffic control and erosion control plans in accordance with City and project phasing requirements. Non-technical front-end specifications will be prepared using the City's most recent standard forms. Technical specifications will be in Oregon Department of Transportation/American Public Works Association format.*
- *It is assumed that the City will provide review comments as written summary or as redline markups to the plans. Per discussions with the City, it is assumed that no design review meeting will be required.*

RH2 Deliverables:

- Electronic (PDF) copy of 90-percent plans and construction contract documents, including front-end documents and technical specifications.
- Engineer's opinion of probable construction costs based on 90-percent design in electronic format (PDF).

Task 5 – Bid-Ready Design

Objective: Develop bid-ready plan sheets, technical specifications, and bid documents for the proposed improvements.

Approach:

- 5.1 Prepare Bid-Ready Plans and Specifications: Incorporate QA/QC and City's 90-percent review comments and prepare plans and specifications for bidding and construction. Provide one (1) hard copy of bid-ready documents for use in reproduction of bidding documents.

RH2 Deliverables:

- Electronic versions of the complete construction contract bidding documents, including front-end documents, technical specifications, plans, standard drawings, and cost estimate (PDF, Word, Excel, and AutoCAD formats).
- Provide one (1) reproducible set of bidding documents in hard copy format with half-size (11 inch by 17 inch) plan sheets.

Task 6 – Services During Bidding

Objective: Provide bidding assistance, as requested by the City, to respond to bidder questions, prepare addenda, conduct bidder evaluations, and recommend award for the project.

Approach:

- 6.1 Respond to Bidder Questions and Prepare Addenda: Respond to questions from bidders regarding construction plans, technical specifications, or construction contract conditions during the bidding process. Assist the City in preparing addenda for plan holders if determined necessary by the City and RH2 during the bidding process.
- 6.2 Assist with Bid Opening and Bidder Evaluation: Review subcontractors, suppliers, and others proposed by the prime contractor if required by the bidding documents. Develop bid tabulation and provide a letter of recommendation for award.

Assumptions:

- *It is assumed that up to one (1) addenda may be needed.*
- *It is assumed that no special prequalification will be required of bidders or contractors.*
- *It is assumed that the City will take the lead in the bid administration and award phase.*
- *RH2 will perform the services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*

RH2 Deliverables:

- Assistance with one (1) addenda, as needed.
- Bid tabulation and letter of recommendation for award in electronic format (PDF).

Task 7 – Services During Construction

Objective: Provide construction contract administration services during the project construction to support the City. As the engineer of record, RH2 will provide periodic observation of the construction to review whether those elements of construction that are observed by RH2 conform to the project plans and specifications.

Approach:

- 7.1 Attend Pre-Construction Conference: Prepare for and attend the pre-construction conference with the contractor, City, special inspector, and impacted or adjacent utilities. Prepare an agenda and meeting minutes for the pre-construction conference.
- 7.2 Review Clarifications and Change Orders: Review written requests for information (RFIs) and change order proposals and provide written responses to the City.
- 7.3 Review Submittals: Review contractor submittals, shop drawings, and field testing per the project documents. Coordinate with the City regarding substitute and “or-equal” items proposed for use by the contractor.
- 7.4 Perform Periodic Field Observations, Construction Meetings, and Final Walkthrough: Provide part-time observation of the construction work in progress per the plans, specifications, and City standards. *Part-time construction observation includes, on average, approximately twenty (20) hours per week for approximately eight (8) weeks of construction.* Provide construction observation reports for each site visit at weekly progress meetings. Coordinate with the contractor and City inspectors to provide construction observation at critical stages of construction and as requested by the City. *The contractor will retain and coordinate with testing firm(s) for all special inspections.* Meet with the City and contractor weekly to review contractor’s progress. Assist the City with project closeout services, including final walkthrough, production of punchlist, and review of punchlist completion. Prepare recommendation for project acceptance.
- 7.5 Prepare Record Drawings: Provide record drawings representative of the as-constructed project. Record drawings will be completed based upon contractor’s red-lined markups and RH2 and City inspectors red-lined markups to as-bid drawings. Special inspections completed by the contractor will be included as necessary. Record drawings will be completed per City standards.

Assumptions:

- *RH2 will provide construction contract administration and observations, including periodic site visits to monitor progress, respond to questions and address issues, confirm pay requests, and other on-call requests from the City. Part-time construction observation includes, on average, approximately twenty (20) hours per week for approximately eight (8) weeks of construction.*
- *Submittal review is assumed to be four (4) submittals with 30-percent resubmittal, including the project schedule and schedule updates.*

- *The contractor will be responsible for providing construction survey and staking for field control and as-built surveying for use in preparing as-built drawings.*
- *The City will coordinate directly with the contractor for testing, system shutdowns, and connections.*
- *Construction phase services defined in this Task are variable in nature and depend in part on the contractor awarded the project. RH2's estimate is based upon an experienced and reasonable contractor being awarded the construction contract. RH2 recommends the City budget the amount shown in the estimate plus a contingency amount. The contingency would cover additional services if a more intensive level of observation and construction support is necessary.*

RH2 Deliverables:

- Pre-construction conference administration and documentation, including pre-construction conference meeting agenda and minutes in electronic format (PDF).
- Clarifications and change orders review and documentation, if required in electronic format (PDF).
- Submittal and shop drawings review and documentation in electronic format (PDF).
- Weekly construction meeting agenda and minutes in electronic format (PDF).
- Construction observation and correspondence with the City and contractor, as needed, within the budgeted hours authorized. Construction observation reports from site visits to be provided to the City at progress meetings in electronic format (PDF).
- Review and recommendation of contractor requests for payment in electronic format (PDF).
- Punchlist following final walkthrough in electronic format (PDF).
- Letter recommending substantial completion and project acceptance in electronic format (PDF).
- Record drawings in PDF and AutoCAD® DWG format, including external references, prepared in accordance with City standards.

Project Schedule

For scheduling purposes, it is assumed that design work will begin by September 2021 and construction will be completed in June 2022.

EXHIBIT B

City of Oregon City
 4th and 6th Streets Utility Replacement Project
 Project No. CI 21-013
 Fee Estimate
 Sep-21

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Management	12	\$ 2,496	\$ -	\$ 172	\$ 2,668
1.1	Provide Project Administration and Reporting	10	\$ 2,089	\$ -	\$ 135	\$ 2,224
1.2	Prepare and Maintain Project Schedule	2	\$ 407	\$ -	\$ 38	\$ 445
Task 2	Survey and Geotechnical Investigation	-	\$ -	\$ 7,429	\$ -	\$ 7,429
2.1	Obtain Pre- and Post-Construction Monument Survey	-	\$ -	\$ 7,429	\$ -	\$ 7,429
Task 3	Utility Coordination	18	\$ 3,176	\$ -	\$ 243	\$ 3,419
3.1	Coordinate with Utility Owners and Distribute Project Information Letter	9	\$ 1,588	\$ -	\$ 40	\$ 1,628
3.2	Identify Potential Utility Conflicts and Coordinate Utility Potholing	2	\$ 380	\$ -	\$ 65	\$ 445
3.3	Coordinate with Utility Owners Regarding Conflicts	4	\$ 814	\$ -	\$ 75	\$ 889
3.4	Notify Utility Owners of Construction	3	\$ 394	\$ -	\$ 64	\$ 458
Task 4	90-Percent Design	54	\$ 10,815	\$ -	\$ 1,205	\$ 12,020
4.1	Prepare 90-Percent Plans and Specifications	38	\$ 7,382	\$ -	\$ 982	\$ 8,364
4.2	Perform Quality Assurance/Quality Control Review	16	\$ 3,433	\$ -	\$ 223	\$ 3,656
Task 5	Bid-Ready Design	24	\$ 4,776	\$ -	\$ 504	\$ 5,280
5.1	Prepare Bid-Ready Plans and Specifications	24	\$ 4,776	\$ -	\$ 504	\$ 5,280
Task 6	Services During Bidding	19	\$ 3,366	\$ -	\$ 99	\$ 3,465
6.1	Respond to Bidder Questions and Prepare Addenda	11	\$ 1,968	\$ -	\$ 56	\$ 2,024
6.2	Assist with Bid Opening and Bidder Evaluation	8	\$ 1,398	\$ -	\$ 42	\$ 1,440
Subtotal Design and Bidding Tasks		127	\$ 24,629	\$ 7,429	\$ 2,224	\$ 34,282
Task 7	Services During Construction	268	\$ 43,438	\$ -	\$ 2,743	\$ 46,181
7.1	Attend Pre-Construction Conference	6	\$ 906	\$ -	\$ 47	\$ 953
7.2	Review Clarifications and Change Orders	26	\$ 4,054	\$ -	\$ 466	\$ 4,520
7.3	Review Submittals	30	\$ 4,698	\$ -	\$ 125	\$ 4,823
7.4	Perform Periodic Field Observations, Construction Meetings, and Final Walkthrough	184	\$ 30,064	\$ -	\$ 1,431	\$ 31,495
7.5	Prepare Record Drawings	22	\$ 3,716	\$ -	\$ 675	\$ 4,391
Subtotal Services During Construction Tasks		268	\$ 43,438	\$ -	\$ 2,743	\$ 46,181
PROJECT TOTAL		413	\$ 69,650	\$ 7,429	\$ 5,025	\$ 80,463

EXHIBIT C RH2 ENGINEERING, INC. 2021 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$145	\$/hr
Professional II	\$161	\$/hr
Professional III	\$174	\$/hr
Professional IV	\$190	\$/hr
Professional V	\$205	\$/hr
Professional VI	\$217	\$/hr
Professional VII	\$233	\$/hr
Professional VIII	\$244	\$/hr
Professional IX	\$244	\$/hr
Control Specialist I	\$133	\$/hr
Control Specialist II	\$145	\$/hr
Control Specialist III	\$159	\$/hr
Control Specialist IV	\$172	\$/hr
Control Specialist V	\$184	\$/hr
Control Specialist VI	\$198	\$/hr
Control Specialist VII	\$211	\$/hr
Control Specialist VIII	\$221	\$/hr
Technician I	\$111	\$/hr
Technician II	\$121	\$/hr
Technician III	\$138	\$/hr
Technician IV	\$148	\$/hr
Technician V	\$162	\$/hr
Technician VI	\$178	\$/hr
Technician VII	\$193	\$/hr
Technician VIII	\$203	\$/hr
Administrative I	\$72	\$/hr
Administrative II	\$86	\$/hr
Administrative III	\$102	\$/hr
Administrative IV	\$121	\$/hr
Administrative V	\$139	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.560	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

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

Item 7c.

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

2. Payment.

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

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

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

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

3. Independent Consultant Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

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

Item 7c.

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

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

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

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

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7c.

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

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

Item 7c.

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

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

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

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

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

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

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

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

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

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

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

24. Arbitration.

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

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

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

**STANDARD CONDITIONS TO OREGON CITY
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Item 7c.

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

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

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

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

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

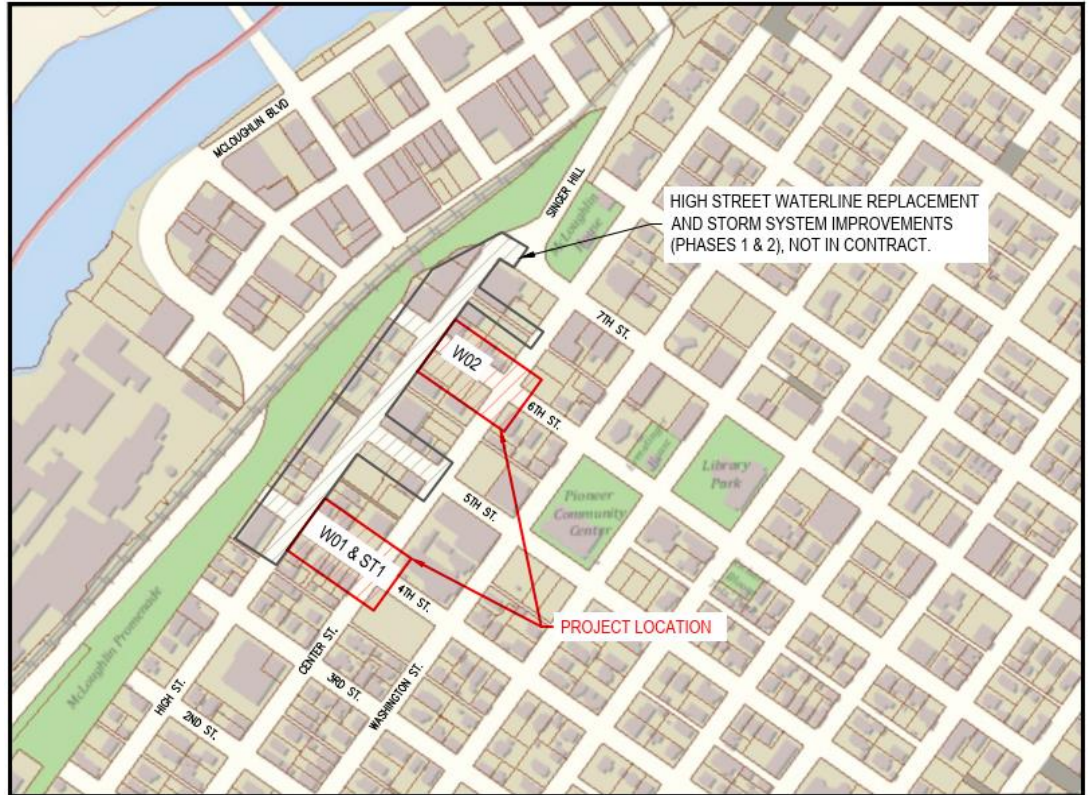
(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

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

CITY OF OREGON CITY

4th & 6th Streets Utility Replacement Project

Project Number CI 21-013



September 2021





CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Human Resources Director Patrick Foiles

Agenda Date: 10/06/2021

SUBJECT:

Municipal Court Judge Employment Agreement

STAFF RECOMMENDATION:

Staff recommends approval of the employment agreement as presented.

BACKGROUND:

After a comprehensive recruitment process, the City Commission has identified Amy Lindgren as the finalist for the position of Municipal Court Judge. The action requested tonight is to approve a final employment agreement.

The City received ten (10) applications for the position. The selection process included application review, interviews, and a variety of stakeholder input.

Relevant dates and actions:

- ☐ Commission meeting to discuss job announcement and process 5/11/2021
- ☐ First round interviews 7/19/2021
- ☐ Public comment at City Commission meeting 8/4/2021
- ☐ Finalist interviews with Commission 8/12/2021

The employment agreement before the Commission is a two-year term, after which will be able to renew for two-years unless either party provides notice. Ms. Lindgren will begin employment with the City on November 1, 2021.

The City will hold a swearing-in ceremony at a future commission meeting and provide the opportunity to formally welcome Ms. Lindgren to her new position as Municipal Court Judge of Oregon City.

OPTIONS:

1. Approve the Employment Agreement with Amy Lindgren.

2. Deny the Employment Agreement with Amy Lindgren and provide staff with Direction.

BUDGET IMPACT:

Amount: \$60,000

FY(s): 2021-2022

Funding Source(s): General Fund

EMPLOYMENT AGREEMENT

City of Oregon City, Oregon

And

Amy B. Lindgren

RECITAL:

This Employment Agreement (hereinafter "Agreement") is made and entered on the day set out above the signatures below, by and between the City of Oregon City, an Oregon municipal corporation, (hereinafter "City") and Amy B. Lindgren, (hereinafter "Judge") to set forth the terms and conditions established by these parties for the City's employment of Judge.

IT IS AGREED:

Section 1: Term

The Judge's date of hire as Municipal Court Judge shall be the date this Agreement is signed by and on behalf of the parties following authorization by the Commission. The term of this Agreement shall be two years from the date of Judge's hire. Unless the City or Judge notifies the other of an intention to terminate the Agreement at least 60 days in advance of its expiration date, this Agreement shall be automatically renewed for successive two (2) year terms from its then current date of expiration. Notwithstanding the term of this Agreement, Judge's employment shall be "at will." Accordingly, both Judge and the City remain free at all times to terminate the employment relationship, with or without cause, subject to the provisions of Section 9, below.

Section 2: Duties and Authority

City employs Judge to perform the functions and duties of the position of the Municipal Court Judge for the City of Oregon City, as specified in Section II of the City Charter. Duties shall be judicial in nature and shall include, but are not limited to hearing pleas, conducting bench and jury trials, reviewing case-related correspondence, and consulting with City of Oregon City staff in the development of policies and procedures related to operation of the Municipal Court. Judge shall devote sufficient time to insure maintenance of a current docket and opportunity for evening court appearances by the public.

Judge shall be classified and paid as an employee of the City of Oregon City pursuant to US Internal Revenue Service regulations and will be subject to the City's standards of conduct and behavior for its workplace, including but not limited to the City's non-discrimination, anti-harassment, anti-retaliation, workplace safety and other policies applicable to employees. Nothing in this Agreement, however, is intended to supersede Judge's obligations under the Oregon Code of Judicial Conduct, to supersede or interfere with the functions of the court as provided by law, or to otherwise authorize the City Commission or Oregon City's public officers or employees to exercise any supervisory or other authority over Judge's judicial decision making or other judicial authority.

Judge agrees to carry out the duties of the Municipal Court Judge position in a timely, consistent, and impartial manner in accordance with the Oregon Code of Judicial Conduct.

Section 3: Work Hours

The City anticipates that the duties of the Municipal Court Judge position will be part-time and require Judge to work approximately 40 hours per month. However, both Judge and the City recognize that the hours devoted by Judge to perform the position responsibilities may vary with the caseload of the Court and Judge is expected to work whatever hours are needed to meet the caseload.

Section 4: Compensation and Benefits

Commencing on the hire date, the City shall pay Judge for services rendered on a salary basis equivalent to five thousand dollars (\$5,000.00) per month. The Municipal Court Judge position will be classified as a salaried exempt position and this salary will cover all of Judge's hours worked, regardless of the number. Although paid on a salary basis, the Judge agrees that she will continue to report all hours worked in the City's time and attendance system to allow the City to accurately report hours to PERS (Public Employees Retirement System).

Judge's salary will be adjusted for cost-of-living increases, if any, each year at the same time and at the same percentage as other management and supervisory employees of the City and as approved by the City Commission. Judge will also be eligible to receive discretionary merit pay or bonuses based on the City Commission's evaluation of Judge's performance (e.g., Judge's attendance, productivity, timeliness of moving cases through the docket, ability to work effectively with City staff, etc.). Merit pay, if any, will be evaluated and awarded within one month after the performance review described in Section 8 of this Agreement. Judge understands and agrees that cost of living adjustments and merit pay are not guaranteed but are granted at the discretion of the City Commission.

Section 5: Benefits

During Judge's employment, Judge shall accrue 2 hours of paid sick leave benefits per month. Sick leave benefits will accrue beginning on Judge's first day of employment and may be used for purposes covered by and in accordance with Oregon's paid sick time law. Up to 40 hours of accrued paid sick leave benefits may be carried over from one year to the next and Judge may accumulate a maximum of 80 hours of paid sick leave benefits. Paid sick leave benefits are not vested and will not be paid out upon Judge's separation from employment for any reason.

The City will report Judge's hours worked in accordance with applicable PERS statutes and regulations.

As a part-time employee regularly scheduled to work fewer than 20 hours per week, Judge will not be eligible for any other employment benefits except as expressly outlined in this Agreement or required by law.

Section 6: Professional Development

The City will provide funding of the Judge's registration and reasonable travel and related expenses to attend approved professional meetings, seminars, and professional development

courses, including but not limited to the Judge's Conference and up to two (2) CLE classes on Evidence and Criminal Law each fiscal year. Such funding shall be subject to Commission approval and any limitations outlined in the City's annual budget.

Section 7: Use and Selection of Judge Pro Tem

Except as otherwise provided by applicable law (e.g., during periods covered by Oregon Paid Sick Time law), Judge shall be responsible to arrange for a Pro Tem Judge if Judge is unable to perform Judge's regular duties for any reason. Pro Tem Judges shall be selected from a list of qualified candidates and approved by the City Commission. The City will be responsible for employing and paying for such judge pro tem services.

Section 8: Performance Review

The first six (6) months of Judge's employment with the City shall be a probationary period. During this period, Judge's performance (including Judge's work habits, attendance, productivity, and ability to work effectively with City staff, etc.) will be evaluated by the City Commission.

Judge's performance shall be reviewed by the City Commission prior to completion of the probationary period and annually thereafter, in the month of June. The City Commission may also conduct a performance review prior to the expiration of this Agreement. For purposes of the performance review, comments may be solicited from partners of the court including the Court staff, Police staff, the City Manager and/or defense attorneys. The evaluation will be based on the Judge's job functions, work habits, productivity, ability to work effectively with City staff, etc. as well as any specific goals and objectives identified by Judge and Commission periodically. Judge shall inform the City Commission regarding the amount of time that Judge spends in Municipal Court as well as Judge's evaluation of Municipal Court matters.

Section 9: Separation of Employment

Judge shall be employed on an at-will basis. Judge's employment may be terminated by either party at any time for any reason. The parties agree, however, to provide notice of their intention to end the employment relationship as follows:

1. Voluntary Resignation by Judge: Judge agrees to give the Mayor and City Commission at least sixty (60) calendar days' written notice in advance of her intention to resign employment with the City. During the notice period, Judge agrees that she will remain available to serve and continue to perform her duties in full unless relieved those duties by the City Commission or Judge's absence is otherwise protected by applicable law. Judge also agrees to cooperate in every way with the smooth and efficient transfer of the Municipal Court Judge position duties to a newly appointed Judge or Interim Judge. The City Commission reserves the right, in its sole discretion, to accelerate Judge's employment separation at any time during this notice period.

If Judge submits notice of resignation during the probationary period of employment and the Commission elects to accelerate Judge's separation, Judge will be paid for all hours worked in accordance with applicable law but shall not be entitled to pay for any time not actually worked.

If Judge submits notice of resignation after successful completion of the probationary period and the Commission elects to accelerate Judge's separation, it will pay Judge for the balance of the 60-day notice period remaining at the time of separation.

2. Termination by City Without Notice - Probationary Period of Employment:

Judge's employment may be terminated by the City at any time during the probationary period, with or without advance notice, and without payment for any time not actually worked by Judge.

3. Termination by City with Notice: Following satisfactory completion of the probationary period of employment, this Agreement and Judge's employment may be terminated by the City for any reason whatsoever upon giving not less than sixty (60) calendar days' written notice to the Judge. During the notice period, Judge agrees that she will remain available to serve and continue to perform her duties in full unless relieved those duties by the City Commission or Judge's absence is otherwise protected by applicable law. Judge also agrees to cooperate in every way with the smooth and efficient transfer of the Municipal Court Judge position duties to a newly appointed Judge or Interim Judge. The City Commission reserves the right, in its sole discretion, to accelerate Judge's employment separation at any time during this notice period. However, if the Commission elects to accelerate Judge's separation, it will pay Judge for the balance of the 60-day notice period remaining at the time of separation.

Section 10: Indemnification

The City of Oregon City will defend and indemnify Judge against any demands, claims or actions arising out of the judicial services furnished by Judge in accordance with the provisions of ORS 30.285.

Section 11: Other Terms and Conditions

4. Integration. This Agreement and its Addendum A contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.
5. Effect of Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless it is in writing.
6. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected, and shall remain in full force and effect.
7. Relationship to City Policies of General Application. The terms of this Agreement shall control over inconsistent terms and elements of personnel policies of the City of Oregon City. To the extent that this Agreement is not inconsistent therewith, Oregon City policies shall constitute terms and conditions governing Judge's employment.
8. Arbitration. In the event the parties have a dispute concerning the terms of this Agreement, the terms and conditions of the employment relationship, or the violation of any federal, state

or local law relating to the employment relationship then the dispute shall be resolved by submitting it to binding arbitration in accordance with the **Arbitration Agreement, which is attached hereto as Addendum A** and incorporated by reference.

9. Amendment. Nothing shall restrict the ability of Judge and the City to amend or adjust the terms of this Agreement. However, no amendment or adjustment shall be valid unless in writing and signed by both Judge and the Mayor and City Recorder as authorized by action of the City Commission.

THEREFORE, THE CITY OF OREGON CITY BY AND THROUGH ITS MAYOR AND CITY COMMISSIONERS HAVE DETERMINED TO APPOINT AMY B. LINDGREN AS MUNICIPAL COURT JUDGE AND EMPLOY HER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, WHICH AMY B. LINDGREN ACCEPTS, and accordingly, the City of Oregon City has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by the City Recorder, and the City Manager has signed and executed this Agreement, both in duplicate, this first day of November, 2021.

Amy B. Lindgren

Rachel Lyles Smith, Mayor

ATTEST:

Jakob Wiley, Interim 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, August 18, 2021 at 7:00 PM

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

The Executive Session began at 6:00 PM and was not continued after the meeting.

- a. *PURSUANT TO ORS 192.660(2)(a): To consider the employment of a public officer, employee, staff member or individual agent.*
- b. *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.*

7:00 PM - REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

PRESENT: 5 - Mayor Rachel Lyles Smith, Commissioner Adam Marl, Commissioner Denyse McGriff, Commissioner Frank O'Donnell, and Commissioner Rocky Smith, Jr.

STAFFERS: 12 - City Manager Tony Konkol, Asst. City Recorder Jakob Wiley, Community Development Director Laura Terway, City Recorder Kattie Riggs, Ec. Dev. Manager James Graham, Library Director Greg Williams, Finance Director Matt Zook, Parks & Rec. Director Kendall Reid, Assistant Planner Diliانا Vassileva, Police Support Captain Bill Kler, City Attorney Bill Kabeiseman, Human Resources Director Patrick Foiles, and Asst. to the City Manager Lisa Oreskovich

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

4. CITIZEN COMMENTS

Doug Neeley, resident of Oregon City, spoke about comments made at the last meeting regarding the Planning Department and transparency. He thought the comments were false and found no fault with what had been done.

Bob Mahoney, resident of Oregon City, discussed issues that the Planning Department dealt with every day. They did so with transparency and distinguished, professional ethics.

Mindy Redburn, resident of Oregon City, noted comments the Mayor had made on social media regarding flags present at schools. She asked the Mayor to share her thoughts on this issue.

Kimberly Walsh, resident of Oregon City, gave an update on Unite Oregon City. They had implemented an anti-bullying program, provided food for those in need, met with the Police Chief to discuss systemic racism and use of force policies, hosted events, and provided support to the City and School District.

Mayor Lyles Smith said it was her personal opinion that city and school facilities should fly the American flag only.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

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

Aye: 5 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith

- 7a. Personal Services Agreement with Kittelson & Associates for the Street Design Standards Project (PS 21-022)
- 7b. Personal Services Agreement with Keller Associates for the Loder Road Extension Alternatives Analysis (PS 21-025)
- 7c. Minutes of the July 13, 2021 Work Session
- 7d. Minutes of the July 13, 2021 Joint Work Session with Planning Commission
- 7e. Minutes of the July 21, 2021 Regular Meeting

8. PUBLIC HEARINGS

- 8a. GLUA-21-00019/CU-21-00002: The Father's Heart Street Ministry Conditional Use Permit for a Warming Shelter

Mayor Lyles Smith opened the public hearing.

Bill Kabeiseman, City Attorney, said the applicant had requested reopening the record to clarify an issue and several additional comments had been received. He asked if the Commission wanted to allow new evidence, and if so, how did they want to proceed. He then discussed the options.

There was discussion regarding the options and clarifying the number of nights the warming shelter had been open in the past.

Motion made by Commissioner McGriff, seconded by Commissioner O'Donnell, to keep the record closed. The motion carried by the following vote:

Aye: 4 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, and Commissioner O'Donnell

Nay: 1 - Commissioner Smith

Diliana Vassileva, Assistant Planner, presented the staff report. This was a Conditional Use Permit application for The Father's Heart Street Ministry to allow a warming shelter at the facility. She described

the subject site. There was a day use shelter on the property serving low and no income populations. They had received emergency resolution approval to operate as a night time warming shelter the past four winters. The Conditional Use would allow them to operate as a temporary warming shelter when the outside temperature was predicted to be 33 degrees or below including wind chill factor without the need for emergency resolution approval. No alterations to the building were being proposed. Some conditions of approval were to provide a finalized community engagement plan and an annual community meeting. Staff thought the characteristics of the site were suitable for the proposed use and that the proposed use would not alter the character of the surrounding area. It would remain the same as the past four years. Staff also thought the application satisfied the goals and policies of the Comprehensive Plan. Other conditions of approval were to maintain a log of nights of operation, post the good neighbor agreement and community engagement plan on The Father's Heart website, and an additional community meeting. The Planning Commission voted 4-1 to recommend approval. Additional information regarding the number of nights of operation was provided following the Planning Commission meeting. The 43 nights identified in the original application was changed to about 11 nights per year over the last four years. Staff recommended approval. She described the additional public comments that had been received.

Laura Terway, Community Development Director, said they could not accept new facts or evidence into the record, but they could accept new public testimony that was on the facts in the record.

Mr. Kabeiseman discussed the federal laws that prohibited the Commission from considering the personal circumstances of the patrons in making this decision. He then read the public hearing statement and asked the Commission if they had any ex parte contacts, conflicts of interest, bias, or any other statements to declare.

Commissioner Smith lived about five blocks away from the site. Commissioners O'Donnell and Marl had watched the Planning Commission meeting on this application. Commissioner McGriff lived in proximity to the site and drove by it regularly.

Marty Gant, applicant, said he respected the neighbors' concerns. However, he wanted to fulfill the needs of the homeless. His staff was capable of operating a warming shelter. The application met all of the criteria. He planned to work closely with the neighborhood to resolve the issues and misunderstandings. This was an emergency situation and the City, County, and State were depending on them.

Commissioner O'Donnell asked about the community engagement program. Mr. Gant said there had not been a program in the past, but they had one now. It was not a requirement in the past.

Wendy Marshall, representative of the McLoughlin Neighborhood Association, said this site did not accommodate the services and a different site should be used. There needed to be more two-way communication and interaction between Father's Heart and the Neighborhood Association. The conditions needed to be amended to require more interaction and to address the neighborhood's concerns.

Sharon Nicholson, resident of Oregon City, discussed the criteria that she did not think had been met. These included the characteristic of the site and its suitability, altering the character of the neighborhood, and citizen involvement and neighborhood livability.

Dale Gehring, resident of Oregon City, discussed the effects of this facility on the neighborhood and that the process had not involved the neighbors. He thought the facility should be in a different location that enhanced livability for everyone.

Jessica Murry, resident of Oregon City, lived in close proximity and discussed the substantial impact and experiences she had when Father's Heart was open and when it was closed. The proposed use would substantially impair the use of her property. She was concerned about her family's safety and security. She urged the City to help Father's Heart find a new location. The criteria had not been met and the application should be denied.

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Monica Wright, resident of Oregon City, said this would alter the character of the neighborhood. She explained the harassment, threats, theft, and violence from Father's Heart clients. The building was too close to surrounding neighbors. Nothing had been done about these issues and it had affected her family and neighbors. She agreed the City and County should help them find a new location.

Amanda Alwine, resident of Oregon City, said the warming shelter would affect the livability of the historic neighborhood and should be denied. The current location was too small to provide adequate services to the growing homeless population. She asked that the \$5,000 fee be waived for this permit.

Amy Ha, resident of Oregon City, spoke about the impact of a warming shelter to the neighborhood. It would alter the character of the surrounding area. Father's Heart had numerous opportunities to communicate with the neighborhood in the past, but had not. The current facility was too small and they did not have mental health or substance abuse resources available. It should be denied and relocated.

John Keyantash, resident of Oregon City, said this facility was poorly suited for these activities and he was opposed to the warming shelter, especially in a residential neighborhood. This type of facility belonged in a commercial district. This was not a residential activity and it would alter the character of the neighborhood.

Karla Laws, resident of Oregon City, thought this facility was a disservice to the neighborhood and homeless population. It affected families and children.

Terry Poppino, resident of Oregon City, was concerned about how the warming shelter would alter the character of the neighborhood. People came to the location any time of day or night, and when Father's Heart was not open it fell on the neighbors to provide services.

Jay Pearce, resident of Oregon City, asked for denial of the application. The facility was not adequate for its current use, much less an expanded use. There were other places in the county that had both warming and cooling shelters as well as services and efforts were underway to find solutions for the homeless population.

Mr. Gant provided rebuttal. He described what they were doing for the homeless population in finding housing, providing mental health programs, and communicating with the neighborhood. He was willing to enter into negotiations and processes that would help the community and if he needed to relocate, he would. But it could not be done today. He was going through this process at the urging of the City Commission. If there was overflow, they always found someone a bed. They did not put someone on the street.

Commissioner McGriff asked how things would change. Mr. Gant said he was willing to do what was necessary and to open up the dialogue. It was necessary to be open at night when it was cold. He could not change the location today. He would do everything he could to make it better.

Commissioner Marl asked about mental health staffing. Mr. Gant said he had five case managers and one was on site every day. They would have a case manager on site for the warming shelter as well.

Mayor Lyles Smith asked about turning people away at night. Mr. Gant said they had in the past when there had been behavioral issues, but that was years ago. Today Clackamas County had other resources. There were times when police officers and ambulances dropped someone off at their facility at night, but that was rare. If they were full, they would find someone a bed elsewhere.

Commissioner O'Donnell asked if people could leave in the middle of the night. Mr. Gant said he could not prevent them from leaving. When they left, they did not come back later that night.

Mayor Lyles Smith asked about the good neighbor agreement. Mr. Gant said that had been in place for a long time. Some of the issues in the neighborhood were from the homeless population that they were not serving.

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Elizabeth Hart, resident of Oregon City, said this was not the place for a warming shelter. It was not safe for the neighborhood that had families and children. Expanding services would only expand the problems the neighbors were already experiencing. The application did not meet all of the criteria. The characteristics of the site were not suitable for the proposed use and it would alter the character of the area.

Mr. Gant provided further rebuttal. They were not expanding services. The presence of Father's Heart was not responsible for all of the problems. They were trying to mitigate homeless issues.

Ms. Terway identified new information in the testimony that the Commission should disregard.

Mayor Lyles Smith closed the public hearing.

The Commission took a break from 9:10 PM to 9:26 PM.

Commissioner Smith asked if this application was not approved, would they be able to continue requesting emergency resolutions to allow a warming shelter? Mr. Kabeiseman said yes.

Commissioner Smith said the Commission had made a point of not wanting this to come back as an emergency resolution every year and had encouraged the applicant to go this direction.

Mayor Lyles Smith said the Commission wanted to expand this conversation and allow the neighbors to weigh in and set a precedent for other applications. An emergency resolution was temporary and she agreed the facility should be in a different location.

Commissioner McGriff agreed there was no entitlement. If they went back to an emergency resolution, the only way she would support it was under strict conditions.

Mayor Lyles Smith asked about the permit fee. Ms. Terway clarified there was no refund if the application was denied.

Mr. Konkol discussed the issues related to HB 2006 (2021) and emergency shelters.

Commissioner O'Donnell noted tonight's application was made before HB 2006 went into effect.

Mayor Lyles Smith discussed areas where she disagreed with the staff report, which was largely around livability and neighborhood character. She did not think the emergency resolutions permanently established those services. Night time was different in safety concerns and noise and activity preventing people from sleeping. The proposed community engagement plan needed to include the ability to provide feedback and dialogue.

Commissioner McGriff agreed there was no established entitlement. She agreed it would alter the character of the neighborhood and would affect neighborhood livability. The application did not meet all of the criteria. The community engagement program was one sided.

Commissioner Marl said there had been a lack of community engagement for several years. He did not think it met the criteria for neighborhood livability.

Commissioner O'Donnell agreed the application did not meet the criteria for altering the character of the neighborhood and neighborhood livability. He thought instead of a warming shelter, Father's Heart could be a referral service and arrange transport to other shelters. They had not been a good neighbor and increasing the hours would impact the neighborhood even more. He saw no way to mitigate that effect.

There was consensus to continue the meeting past 10:00 PM.

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Commissioner Smith thought the use had altered the character of the neighborhood. He would like to work together on solutions.

Commissioner McGriff discussed options for moving forward.

Mayor Lyles Smith agreed that they should work together on solutions. She was concerned that Father's Heart had to pay the \$5,000 fee.

Motion made by Commissioner O'Donnell, seconded by Commissioner McGriff, to tentatively deny GLUA-21-00019/CU-21-00002: The Father's Heart Street Ministry Conditional Use Permit for a warming shelter and to direct staff to come back with revised findings on September 15, 2021. The motion carried by the following vote:

Aye: 5 - Mayor Smith, Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith, Jr.

9. GENERAL BUSINESS**10. COMMUNICATIONS**

There were no communications.

11. City Manager**12. Commissioners****13. Mayor****14. ADJOURNMENT**

Mayor Lyles Smith adjourned the meeting at 10:16 PM.

Respectfully submitted,

Jakob Wiley, Assistant 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 1, 2021 at 7:00 PM

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

The Executive Session began at 6:00 PM immediately prior to the City Commission Regular Meeting.

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

7:00 PM - REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor Lyles Smith convened the meeting at 7:02 PM.

PRESENT: 4 - Mayor Rachel Lyles Smith, Commissioner Adam Marl, Commissioner Denyse McGriff, Commissioner Rocky Smith, Jr.

ABSENT: 1 - Commissioner Frank O'Donnell

STAFFERS: 13 - City Manager Tony Konkol, Asst. City Recorder Jakob Wiley, Community Development Director Laura Terway, Asst. City Engineer Josh Wheeler, Police Chief Jim Band, Econ. Dev. Manager James Graham, Library Director Greg Williams, Finance Director Matt Zook, Parks & Rec. Director Kendall Reid, Police Captain Bill Kler, Deputy City Attorney Carrie Richter, Human Resources Director Patrick Foiles, Asst. to the City Manager Lisa Oreskovich

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

4. CITIZEN COMMENTS

Karla Laws, resident of Oregon City, discussed some concerns she had with the posting of land use notices and notices not being sent to neighborhoods. She was also concerned about the City misquoting groups.

Bob LaSalle, resident of Oregon City, read a letter from the Citizens Involvement Committee regarding concerns about land use policies and practices.

Catherine Pieslewicz, resident of Oregon City, gave a history of her personal experience with the Community Development Department and development in her area with no notification.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

Agenda Item 7d was pulled from the consent agenda and a new item was added under General Business regarding the water rate ballot measure. The agenda was adopted as amended.

7. CONSENT AGENDA

Motion made by Commissioner McGriff, seconded by Commissioner Smith, to adopt the consent agenda except Item 7d. The motion carried by the following vote:

Yea: 4 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, and Commissioner Smith

- 7a. Amendment No. 4 to the Personal Services Agreement with Brown and Caldwell for the Scattering Canyon Project (CI 19-012)
- 7b. Personal Services Agreement with Murraysmith for the 2022 Oregon City Roadway Reconstruction Project (PMUF) (CI 21-008)
- 7c. Minutes of the August 4, 2021 Regular Meeting
- 7d. Minutes of the August 10, 2021 Work Session

8. PUBLIC HEARINGS

- 8a. AP 21-00004 and AP-21-00005: Two Appeals of Planning Files GLUA-21-00002: SP-21-00001 / LL-21-00002 for a Lot Line Adjustment and Site Plan and Design Review for a 60-Unit Residential Condominium Project on Holmes Lane - Neighborhood Association Fee Waiver Request Associated with One Appeal

Mayor Lyles Smith opened the public hearing.

Carrie Richter, City Attorney, read the hearing statement. She asked if the Commission had ex parte contacts, conflicts of interest, bias, or any other statements to declare including a visit to the site.

Commissioner Marl was on the Barclay Hills Neighborhood Association Facebook page but removed himself in anticipation of the hearing and did not read any posts that took place there.

Commissioner McGriff was a member of the McLoughlin Memorial Association who owned property across the street from this development. She was a former colleague and friend of the property owner, but they had not discussed this issue. She also knew the neighborhood association chairs. She had advised the president of the Memorial Association to submit comments on this application.

Commissioner Smith had received several email chains from Ms. Laws regarding this application that did not go to the rest of the Commission. He had forwarded them to the City Manager for the record. He did not respond to the emails.

Mayor Lyles Smith knew the location. She had seen a lot of emails and received phone calls from the neighborhood association regarding the process. Generally, people did not think the process was transparent. She became the point person between citizens and staff. She could make a decision based on the criteria and application materials and not on challenges the neighborhood had with the process.

Garrett Stephenson, attorney representing the applicant, asked Commissioner McGriff questions about her involvement with the McLoughlin Memorial Association who had objections to the application.

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Commissioner McGriff answered that she had advised the board on the process and referred them to the notice that specified the criteria.

Ms. Richter reviewed the jurisdictional questions for the Commission to address. They were: did Barclay Hills Neighborhood Association submit written comments within the comment period and did they properly seek a fee waiver.

James Donnelly, representing the Barclay Hills Neighborhood Association, discussed his request for a fee waiver and experience filing the appeal with Community Development and City Hall. He did not think the process was transparent or fair.

Ms. Pieslewicz said a fee waiver should be granted because Barclay Hills Neighborhood Association submitted the appeal. The neighborhood had authorized Mr. Donnelly to represent them in making the appeal at their May meeting.

Ms. Laws said she had written the minutes from the May 2021 meeting and a notice had gone out in advance of the meeting through social media. The minutes reflected that at the meeting Mr. Donnelly was authorized to represent them and she was upset that the validity of the minutes was being questioned.

Mr. Stephenson objected to the continued participation of Commissioner McGriff based on her comments that the motion to dismiss the appeal was specious. The grounds for the motion to dismiss were the fact the neighborhood association failed to pay the required fee and failed to request a fee waiver. He did not believe they went through the proper steps. The neighborhood had to submit comments before the written record period was closed to achieve standing, but that had not happened. Mr. Donnelly had submitted comments on his behalf, but no comments were reported to be from the neighborhood association. He did not think the neighborhood could take the comments submitted by someone else and turn them into their own comments to achieve standing in order to appeal. The applicant thought the Commission was without jurisdiction to hear the Barclay Hills Neighborhood's appeal tonight.

Ms. Pieslewicz said the neighborhood association held a meeting in May and at that meeting, they elected Mr. Donnelly to represent them and file comments. She thought Mr. Stephenson was wrong about the timeline.

Ms. Laws said as the association chair, she was never informed when the deadline for public comment was.

There was discussion regarding the public comment timeline.

Ms. Richter clarified the minutes were not submitted during the open record period. They were submitted as part of the appeal and that was what the neighborhood association was using to establish that the vote for the fee waiver was duly authorized. That did not establish Mr. Donnelly with standing during the comment period. His written comments did not say they were submitted on behalf of the association.

Commissioner McGriff thought based on the vote that was taken in May 2021, Mr. Donnelly was under the direction of the association to submit the comments and was acting on their behalf. She thought they had established standing. The Commission agreed.

There was discussion regarding the fee waiver request. Ms. Richter said the minutes of the neighborhood association did not reflect a discussion and official approval of the fee waiver. Commissioner Smith thought the neighborhood association did not discuss it because they assumed the fee would be waived.

Mayor Lyles Smith asked about the bylaws issue brought up by the applicant. Ms. Richter said the applicant was asking the Commission to take official notice of the bylaws to call into question the notice and process the neighborhood association went through. Whether or not the association followed their own bylaws was not the question, it was if they voted in a duly announced meeting. It didn't say how the

notice had to occur and she cautioned the Commission to not micromanage neighborhood association business.

Commissioner McGriff said neighborhood associations had issues with notices due to COVID-19 and virtual meetings. Based on what she saw in the record, the association did provide notice for the meeting.

Motion made by Commissioner Smith, seconded by Commissioner McGriff, to find that the Barclay Hills Neighborhood Association went through the proper process for the appeal fee waiver. The motion carried by the following vote:

Yea: 4 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, and Commissioner Smith

The Commission took a break from 8:40 PM until 8:53 PM.

Ms. Richter explained the review of the merits of the appeal was to be limited and affirmed the names of those who could participate. She then discussed the record, items to consider rejecting, issues not related to the approval criteria, and applicable approval criteria.

Laura Terway, Community Development Director, presented the staff report. She discussed the subject site and development proposal for 60 multi-family units. She summarized the Barclay Hills Neighborhood Association's appeal including rezoning the property as well as stormwater and runoff into Singer Creek.

John Replinger, consultant, discussed the street system and associated transportation analysis.

Commissioner McGriff discussed her experience with site distance issues and speeding in this area. Ms. Richter reminded Commissioner McGriff to keep the comments on the information presented in the record and not her personal experience. Ms. Terway noted there were two conditions of approval addressing site distance. She then discussed parking, Stafford Park and historic resource protections, and landscaping and trees.

Commissioner McGriff asked about fencing and access to the park. Ms. Terway said there was no criterion to require the applicant to build a fence or to retain trees.

Ms. Richter said the applicant had filed a separate appeal. The focus of that appeal was in respect to condition of approval #3 which required frontage improvements along the full length of Holmes Lane. They also raised concerns with respect to other conditions not being clear and objective. The staff report provided alternative language that would address those concerns.

There was discussion regarding taking public testimony and continuing the hearing.

Motion made by Commissioner Smith, seconded by Commissioner McGriff, to continue the meeting past 10:00 PM and start the public testimony with a hard stop of 10:30 PM. The motion passed by the following vote:

Yea: 3 - Mayor Lyles Smith, Commissioner McGriff, and Commissioner Smith

Nay: 1 - Commissioner Marl

Mr. Stephenson reiterated his objection to Commissioner McGriff's participation. He discussed the applicant's appeal on Condition #3. He did not think the applicant should be required to make improvements along the full frontage of Holmes Lane as one lot was not planned to be redeveloped at this time. There were already interior pathways going to the parks.

Neil Fernando, engineer for the applicant, discussed grading, stormwater facility, and erosion control on the site. They would be meeting all the standards set by the City.

Steve Miller, land use planner for the applicant, discussed the landscaping plans, buffer area, and tree removal.

Scott Miller, representing the developer, added that they had gone through a pre-application process and were advised to do the lot line adjustment and land use application concurrently.

Ms. Laws, Barclay Hills Neighborhood Association, discussed traffic safety concerns.

Mr. Donnelly discussed communications with the Confederated Tribes of Grand Ronde and recommendations for cultural research surveys and possible artifacts on the property, rezoning back to R-6 for lower impact, and landscape buffer and fire lane.

Ms. Pieslewicz discussed notice issues for meetings and stormwater studies. The assumption that all of the stormwater on this site was going to travel to the catch basin was wrong. Looking at the contours of the site, the stormwater would be directed onto adjacent streets and Singer Creek.

Motion made by Commissioner Smith, seconded by Commissioner McGriff, to continue the hearing for AP 21-00004 and AP-21-00005: two appeals of Planning Files GLUA-21-00002: SP-21-00001 / LL-21-00002 to September 15, 2021. The motion carried by the following vote:

Yea: 4 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, and Commissioner Smith

9. GENERAL BUSINESS

Water Rate Ballot Measure

Tony Konkol, City Manager, said the Commission passed two resolutions related to the water ballot measure proposed for the November election. One was in regard to taking on additional debt and the other was authorizing a temporary water rate increase above the 3% annual Charter limit. The resolution for the rate increase was challenged at Circuit Court. The judge issued the decision that the ballot language should be changed. He explained the options for the ballot question and summary.

Motion made by Commissioner Marl, seconded by Commissioner McGriff, to choose the first version of the question and use the word "additional" in the summary to be consistent with the court order and to direct the elections officer to provide the amended ballot title to the County Elections Office to be used in the Voters Pamphlet. The motion carried by the following vote:

Yea: 4 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, and Commissioner Smith

Minutes of the August 10, 2021 Work Session

Commissioner Marl edited the minutes to include under Future Agenda Items his request to look at changing the process of mayoral appointments to the Planning Commission and Historic Review Board.

Motion made by Commissioner Marl, seconded by Commissioner McGriff, to approve the August 10, 2021 Work Session minutes as amended. The motion carried by the following vote:

Yea: 4 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, and Commissioner Smith

- 9a. Resolution No. 21-46, A Resolution to Allow Temporary Parklets in the Right-of-Way and Temporary Private Property Outdoor Dining and Retail from November 30, 2021 to November 30, 2022

This item was postponed to September 15, 2021.

10. COMMUNICATIONS**11. City Manager**

None

12. Commissioners

Commissioner McGriff discussed downtown business concerns. This item would be added to the next City Commission Work Session.

13. Mayor

Mayor Lyles Smith said the Willamette Falls Legacy Project partners met and decided to include the five tribes at the decision table.

14. ADJOURNMENT

Mayor Lyles Smith adjourned the meeting at 10:43 PM.

Respectfully submitted,

Jakob Wiley, Assistant City Recorder



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 10/06/2021
From: Community Development Director Laura Terway

SUBJECT:

First Reading of Ordinance No. 21-1015: An Ordinance Approving GLUA-21-00005: Emergency Annexation AN-21-00001 and Zone Change ZC-21-00002 to R-6 for Approximately 1.05 Acres Located at 19630 S. McCord Road

STAFF RECOMMENDATION:

Approval of the first reading of Ordinance No. 21-1015, GLUA-21-00005, AN-21-00001, and ZC-21-00002 with conditions.

EXECUTIVE SUMMARY:

The proposed application includes a request for an emergency annexation of an approximately 1.05 acre property located at 19630 S. McCord Road into the city limits of Oregon City due to a failed septic system. In addition, the applicant proposed a zone change from a Clackamas County designation of Future Urbanizable 10 (FU-10) to a City designation of "R-6" Residential Dwelling District. Though no land division or development is proposed, the zone change would allow the potential for six additional homes. The staff recommendation includes findings concluding that the proposal complies with the applicable criteria with conditions. The public comment period is open until closed by the City Commission.

BACKGROUND:

The proposed application includes a request for an emergency annexation of an approximately 1.05 acre property located at 19630 S. McCord Road into the city limits of Oregon City due to a failed septic system. In addition, the applicant proposed a zone change from a Clackamas County designation of Future Urbanizable 10 (FU-10) to a City designation of "R-6" Residential Dwelling District. Though no land division or development is proposed, the zone change would allow the potential for six additional homes.

The property owner approached Clackamas County to apply for a permit to replace a failing septic tank that was not working properly, resulting in sewage backing up into the

home. Sewage in the home is a serious health threat that complies with the definition of a failed septic system in OAR 340-071-0100(65) and is to be addressed immediately.

The City was mandated to provide service to the site to address the health threat, though prior to the physical connection, the City required the property owner to hold a pre-application conference, submit signed annexation applications and associated fees to the City and the Tri-City Sewer District, and lastly, record a Sanitary Sewer Connection and Annexation Compliance Agreement which identifies a commitment to pursue Annexation until the property is annexed. The site was physically connected to the sewer and water systems.

Pursuant to the City's Comprehensive Plan policy 14.4.4 to expedite the annexation process for properties that are required to annex as a condition of connecting to city sewer, this application does not require a recommendation from the Planning Commission.

The staff recommendation includes findings concluding that the proposal complies with the applicable criteria with conditions. The public comment period is open until closed by the City Commission.

OPTIONS:

1. Approve the First Reading of Ordinance No. 21-1015, GLUA-21-00005, AN-21-00001, and ZC-21-00002.
2. Continuation of Ordinance No. 21-1015, GLUA-21-00005, AN-21-00001, and ZC-21-00002 to the October 20, 2021 City Commission Hearing with additional direction to staff.
3. Continuation to a different date certain.

ORDINANCE NO. 21-1015

**AN ORDINANCE APPROVING EMERGENCY ANNEXATION AND ZONE CHANGE
PROPOSAL NO. GLUA-21-00005: AN-21-0001 AND ZC-21-0002 OF CERTAIN PROPERTY
LOCATED AT 19630 S MCCORD ROAD AND ADJACENT RIGHT-OF-WAY ON MCCORD
ROAD, TO THE CITY OF OREGON CITY**

WHEREAS, The owner of certain real property adjacent to the City of Oregon City, Dan Berge, proposed an Emergency Annexation Proposal No. GLUA-21-00005: AN-21-0001 and a Zone Change to a City zoning designation ZC-21-0002 for a approximately 1.05 acre property and abutting Right of Way located at 19630 S McCord Road, Oregon City OR 97045 identified as Clackamas County Map 3-2E-07BD, Tax Lot 6600, more fully identified in Exhibit A to this Ordinance; and

WHEREAS, The annexation of this property is required due to a failed septic system, which necessitated a requirement to hook up to City sewer; and

WHEREAS, The identified property is connected to City water as the Clackamas River Water District connection was abandoned; and

WHEREAS, The Zone Change would change the zoning designation from the Clackamas County designation of Future Urbanizable 10 (FU 10) to a City designation of "R-6" Single-Family Dwelling District. No further development is proposed; and

WHEREAS, The City finds that the proposal complies with all applicable legal requirements; and

WHEREAS, Senate Bill 1573, adopted in 2016, requires annexation of territory without a vote by the people, notwithstanding city charter and regulations to the contrary, and the City finds that the annexed area is within the urban growth boundary, will be subject to an acknowledged comprehensive plan, is contiguous to the city limits and conforms with all other city requirements; and

WHEREAS, The identified property is currently in Clackamas Fire District # 1 (CFD#1), and CFD#1 will continue to provide fire protection service to the identified property when annexed; and

WHEREAS, The identified property is currently within the Clackamas County Service District for Enhanced Law Enforcement, and the Oregon City Police Department will be responsible for police services to the identified property when annexed; and

WHEREAS, The identified property is not currently within the Tri-City Service District and must petition for annexation into said District with the concurrence of the City; and

WHEREAS, The City Commission concurs that the Tri-City Service District can annex the identified properties into their sewer district.

Ordinance No. 21-1015

Effective Date: _____

Page 1 of 2

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

- Section 1.** That the area further identified in the legal description, attached hereto as Exhibit A, is hereby annexed to and made a part of the City of Oregon City.
- Section 2.** That the territory identified in Exhibit A shall hereby remain within Clackamas County Fire District # 1.
- Section 3.** That the territory identified in Exhibit A is hereby withdrawn from Clackamas County Service District for Enhanced Law Enforcement, and henceforth, the Oregon City Police Department will be responsible for police services to the identified property.
- Section 4.** The City hereby concurs with and approves the annexing of the territory identified in Exhibit A into the Tri-City Service District by the Clackamas County Board of Commissioners, to the extent allowed by law.
- Section 5.** That the effective date for this annexation is the date that this ordinance is submitted to the Secretary of State, as provided in ORS 222.180.

Read for the first time at a regular meeting of the City Commission held on the 6th day of October, 2021 and the City Commission finally enacted the foregoing ordinance this 20th day of October, 2021.

Mayor, Rachel Lyles Smith

Attested to this 20th day of October 2021:

Approved as to legal sufficiency:

Assistant City Recorder

City Attorney

Exhibit A – Map and Legal Description of Proposed Annexation

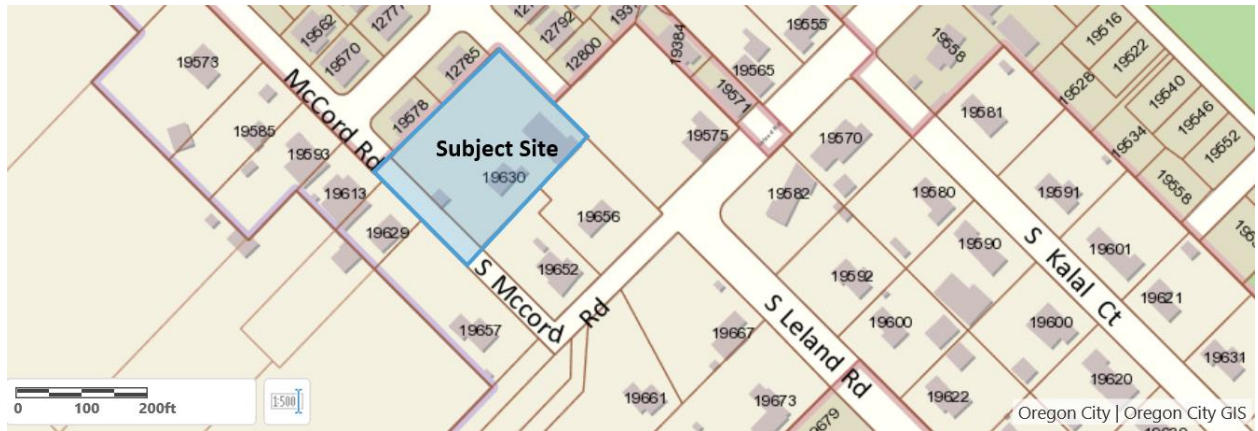
Ordinance No. 21-1015

Effective Date: _____

Page 2 of 2

Exhibit A – Map and Legal Description of Proposed Annexation

Clackamas County Map 3-2E-07BD-06600 and public right-of-way on adjacent portion of McCord Road



Ordinance No. 21-1015

Effective Date: _____

Page 1 of 1



OREGON CITY

Community Development – Planning

695 Warner Parrott Road | Oregon City OR 97045
Ph (503) 722-3789 | Fax (503) 722-3880

Staff Recommendation and Findings

September 28, 2021

A preliminary analysis of the applicable approval criteria is enclosed within the following staff report. All applicable criteria shall be met or met with conditions to be approved. The City Commission may choose to adopt the findings as recommended by Staff or alter any finding as determined appropriate.

FILE NO: GLUA-21-00005: AN-21-0001: Emergency Annexation and ZC-21-0002: Zone Change

APPLICANT: Dan Berge, PO Box 1927, Oregon City, Oregon 97045

REQUEST: Emergency Annexation and Zone Change of an approximately 1.05 acre property and adjacent right-of-way on McCord Road into Oregon City. The Applicant desires to annex the property due to a failed septic system. Annexation is required as a condition of connecting to the city sewer system. Applicant has requested a Zone Change from County FU-10 to City R-6 Single Family Dwelling. The proposal does not include a request for development approval or change in use. The subject territory is within the Oregon City Urban Growth Boundary and has Comprehensive Plan designations of LR – Low-Density Residential.

LOCATION: 19630 South McCord Road, Oregon City OR 97045 (Approx. 1.05 acres)
Clackamas County Map 3-2E-07BD-06600

REVIEWER: Laura Terway, AICP, Community Development Director
Josh Wheeler, Assistant City Engineer

RECOMMENDATION: Approval with Conditions.

PROCESS: Pursuant to OCMC Chapter 14.04. *City Boundary Changes and Extension of Services*, the procedure for review of annexations, is governed by State Law and Oregon City Code Chapter 14.04. The procedure for a zone change is outlined in Oregon City Code Chapter 17.50. *This application is subject to the Administration and Procedures section of the Oregon City Code set forth in Chapter 17.50 and OCMC 14.04. 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 hours, 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. Copies of these materials may be obtained for a reasonable cost in advance. The annexation was initiated as a result of a public health hazard, and as a result, City policy is to forward these annexations directly to the City Commission without a Planning Commission recommendation.*

Any interested party may testify at the public hearing and/or submit written testimony at or prior to the close of the record by the City Commission. Notice of the decision shall be sent to the Applicant and to those

persons submitting comments and providing a return address. Any issue that is intended to provide a basis for appeal must be raised before the close of the proceeding, in person or by letter, with sufficient specificity to afford the City Commission and the parties an opportunity to respond to the issue. Failure to raise an issue with sufficient specificity will preclude any review of that issue. Parties with standing may appeal the decision of the City Commission to the Land Use Board of Appeals *within 21 days of issuance of the Notice of Decision*.

EXECUTIVE SUMMARY

The annexation of this property is required due to a failed septic system, which necessitated a requirement to hook up to the City sewer.

The property owner approached Clackamas County to apply for a permit to replace a failing septic tank that was not working properly, resulting in sewage backing up into the home. Sewage in the home is a serious health threat that complies with the definition of a failed septic system in OAR 340-071-0100(65) and is to be addressed immediately.

On February 12, 2019, the City received notice that the septic system located at 19630 S McCord Rd had failed from Clackamas County Wastewater Environmental Services (WES).

The property owner decommissioned the septic tank on May 28, 2020 and applied for a permit to hook up to City sewer and water on August 19, 2021.

The City is required to provide the extension of services to properties within 300 feet of a city sanitary sewer system with such health concern if services are available and feasible. In this case, City services were near the property and it was feasible that City services could adequately serve the site. If annexed, the property would be able to receive city services, specifically, sanitary sewer service as well as the full range of administrative and municipal services.

According to Clackamas County:

As part of the repair permit application process, the property owners were told to obtain a sewer availability worksheet showing that sewer was not legally and physically available. However, sewer was available, which precludes us from accepting an application or issuing a repair permit under DEQ rules. The property owner then contacted a septic contractor to have the septic system decommissioned in anticipation of connecting to sewer. Normally, depending on the nature of the failure, we have the outlet of the tank sealed, the tank pumped completely, and then used as a holding tank with periodic pumping until the home can be connected to a sewer system. This at least can allow the home to be used while the particulars of the sewer connection are worked out. In this case, however, it appears the owners instead took the step of decommissioning the system without first having a viable plan for sewer service to the home. This step put them in violation of OAR 340-071-0130(9), requiring that all plumbing fixtures be connected to a viable sewer system (area wide or onsite).

Unfortunately, because we were not able to accept the application as a result of sewer being available, we do not have a record of the information that the owner submitted last year when they attempted to apply for the repair permit. However, without a viable sewerage system, we would view the home as currently uninhabitable.

The City was required to provide service to the site, though prior to the physical connection, the City required the property owner to submit a pre-application conference for the Annexation, submit signed annexation applications and associated fees to the City and the Tri-City Sewer District, and record a Sanitary Sewer Connection and Annexation Compliance Agreement which identifies a commitment to pursue Annexation until the property is annexed. The Applicant completed the requirements and recorded the compliance agreement on February 18, 2021. The site was physically connected to the sewer system.

Annexations alter the regulations applicable to properties but do not change the zoning designation of the property. The Applicant also submitted a request to change the zoning designation from the Clackamas County designation of Future Urbanizable 10 (FU-10) to a City designation of "R-6" Residential Dwelling District. The site has a Comprehensive Plan designation of Low-Density Residential (LR) and R-6 is an allowable zone within the designation. Though the Applicant has not proposed any development with the proposal, the zone change would allow the potential of six additional dwelling units for a total of seven units onsite.

LAND USE PLANNING

SITE CHARACTERISTICS

The approximately 10.5 acre property includes a home and two accessory structures with generally level topography. The Applicant has connected to the City sewer main system running on Anita Place that abuts the north edge of the property with a service line. The site is a residential parcel. The abutting right-of-way of Anita Place is already within the City, and the property is contiguous to the City Limit on the North and West sides.



Figure 1. Contiguity with City Limits

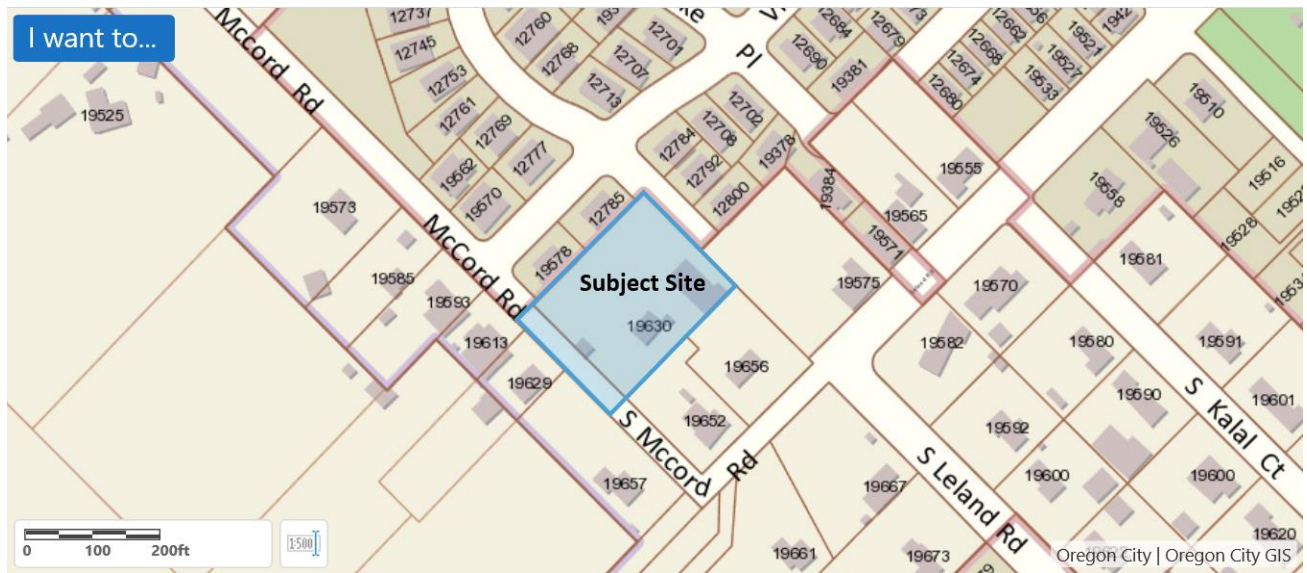


Figure 2. Location Map



Figure 3. Street View (2012)

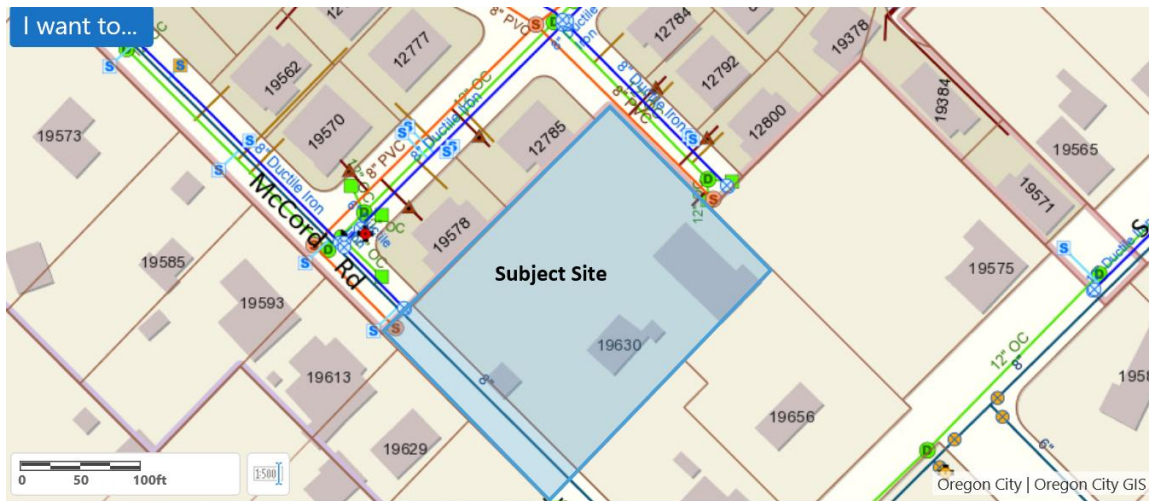


Figure 4. Utilities (Sewer in Orange)

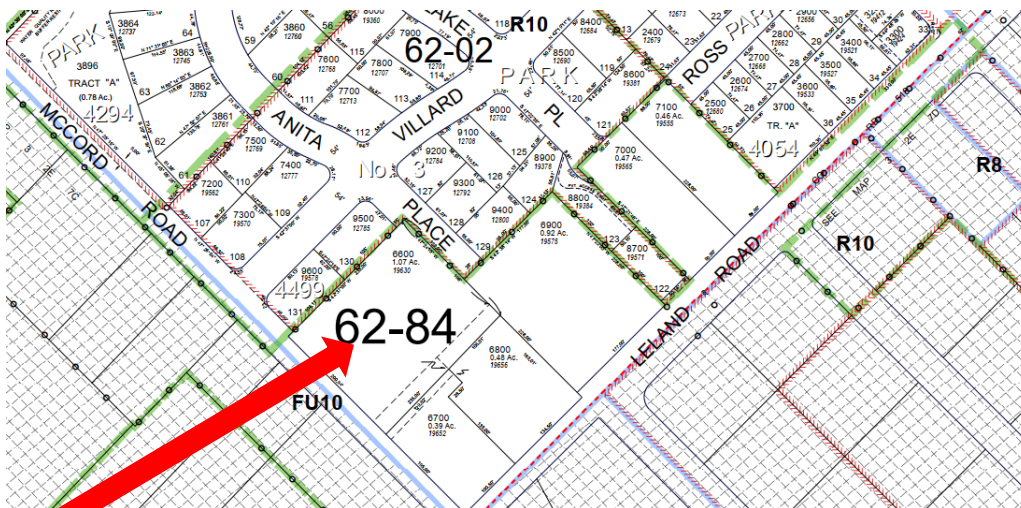


Figure 5. Clackamas County Tax Assessor Map Excerpt



Figure 6. Aerial Photograph (2019)

REGIONAL PLANNING CONSIDERATIONS

General Information

This territory is inside Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

Metro Boundary Change Criteria

The Legislature has directed Metro to establish criteria that must be used by all cities within the Metro boundary. The Metro Code states that a final decision shall be based on substantial evidence in the record of the hearing and that the written decision must include findings of fact and conclusions from those findings. The Code requires these findings and conclusions to address the following minimum criteria:

1. Consistency with directly applicable provisions in ORS 195 agreements or ORS 195 annexation plans.
2. Consistency with directly applicable provisions of urban planning area agreements between the annexing entity and a necessary party.
3. Consistency with directly applicable standards for boundary changes contained in Comprehensive land use plans and public facility plans.
4. Consistency with directly applicable standards for boundary changes contained in the Regional framework or any functional plans.
5. Whether the proposed boundary change will promote or not interfere with the timely, orderly and economic provision of public facilities and services.
6. Consistency with other applicable criteria for the boundary change in question under state and local law.

The Metro Code calls for consistency of the annexation with the Regional Framework Plan or any functional plan. The Annexation is not inconsistent with this criterion because there were no directly applicable criteria for boundary changes found in the Regional Framework Plan, the Urban Growth Management Function Plan, or the Regional Transportation Plan. The Metro Code also contains a second set of 10 factors that are to be considered where: 1) no ORS 195 agreements have been adopted, and 2) a necessary party is contesting the boundary change. The factors are not applicable at this time to this annexation because no necessary party has contested the proposed annexation.

Metro Regional Framework Plan

The law that requires Metro to adopt criteria for boundary changes and specifically states that those criteria shall include " . . . compliance with adopted regional urban growth goals and objectives, functional plans . . . and the regional framework plan of the District [Metro]." Metro's Growth Management Functional Plan was reviewed and found not to contain any criteria directly applicable to boundary changes. The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

CLACKAMAS COUNTY PLANNING

The Metro Code states that the Commission's decision on this boundary change should be ". . . consistent with specific directly applicable standards or criteria for boundary changes contained in comprehensive land use plans, public facility plans, . . ."

The Clackamas County Comprehensive Plan is the currently applicable plan for this area. The plan designation for this site is Low-Density Residential (LR) on the County's Oregon City Area Land Use Plan. The County's zoning for the property is FU-10, Future Urban, with a 10-acre minimum lot size. The current

zoning designation is a holding zone to prevent the creation of small parcels in areas within the Urban Growth Boundary to preserve the capacity of the land to fully develop once a full range of urban services is available.

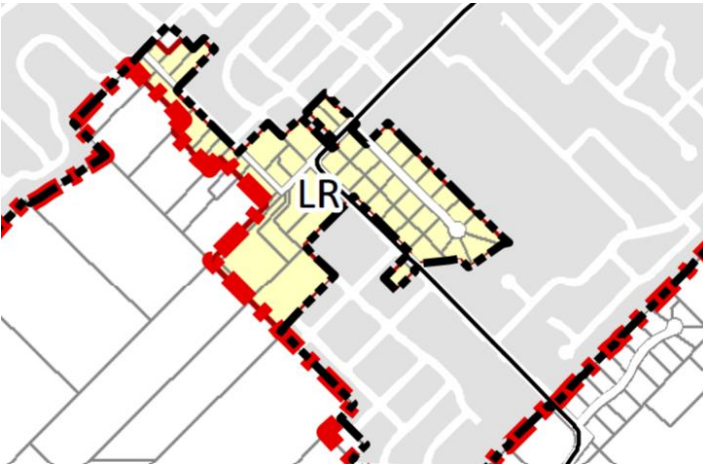


Figure 5. County Comprehensive Plan designation LR

Clackamas County Zoning and Development Ordinance (ZDO) section 316 provides that the Future Urban 10-Acre District is applied to those areas designated as Future Urban by Chapter 4 of the Clackamas County Comprehensive Plan.

The *Land Use* section of the Plan, Chapter 4, identifies the territory proposed for annexation as *future urban*, which are defined as:

"Future urban areas are lands within urban growth boundaries but outside immediate urban areas. Future urban areas are planned to be provided with public facilities but currently lack providers of those facilities. Future urban areas are substantially underdeveloped and will be retained in their current use to ensure future availability for urban needs. Future urban areas are planned for urban uses but zoned for large-lot, limited development."

Urban Growth Management Agreement

The City and the County have an Urban Growth Management Agreement (UGMA), which is a part of their Comprehensive Plans. The territory to be annexed falls within the Urban Growth Management Boundary (UGMB) identified for Oregon City and is subject to the Agreement. The County agreed to adopt the City's Comprehensive Plan designations for this area that is Low-Density Residential.

The UGMA presumes that all the urban lands within the Urban Growth Boundary will ultimately annex to the City. It specifies that the City is responsible for the public facilities plan required by Oregon Administrative Rule Chapter 660, division 11. The Agreement goes on to say:

4. City and County Notice and Coordination

* * *

D. The CITY shall provide notification to the COUNTY, and an opportunity to participate, review and comment, at least 20 days prior to the first public hearing on all proposed annexations . . .

* * *

5. City Annexations

A. CITY may undertake annexations in the manner provided for by law within the UGMB. CITY annexation proposals shall include adjacent road right-of-way to properties proposed for Annexation. COUNTY shall not oppose such annexations.

B. Upon Annexation, CITY shall assume jurisdiction of COUNTY roads and local access roads that are within the area annexed. As a condition of jurisdiction transfer for roads not built to CITY street standards on the date of the final decision on the Annexation, COUNTY agrees to pay to CITY a sum of money equal to the cost of a two-inch asphaltic concrete overlay over the width of the then-existing pavement; however, if the width of pavement is less than 20 feet, the sum shall be calculated for an overlay 20 feet wide. The cost of asphaltic concrete overlay to be used in the calculation shall be the average of the most current asphaltic concrete overlay projects performed by each of CITY and COUNTY. Arterial roads will be considered for transfer on a case- by-case basis. Terms of transfer for arterial roads will be negotiated and agreed to by both jurisdictions.

C. Public sewer and water shall be provided to lands within the UGMB in the manner provided in the public facility plan . . .

* * *

The required notice was provided to the County at least 20 days before the City Commission hearing. The Agreement requires that adjacent road rights-of-way be included within annexations. The abutting rights-of-way will be included in the Ordinance adopting the annexation. The proposed Annexation includes annexation of the portions of the adjoining right-of-way which have not yet been annexed.

Public Comments:

- a. Erik Carr, Clackamas Water Environment Services (WES) submitted comments indicating that the property will need to annex into the Tri-City Service District for sanitary sewer service once the City annexation is approved.
- b. Natalia Marteniz, Servplus, LLC submitted comments indicating that the proposal does not conflict with any interests.

Oregon City Municipal Code

14.04.060 - Annexation factors.

A. When reviewing a proposed annexation, the Commission shall consider the following factors as relevant:
1. Adequacy of access to the site

Finding: Complies as Proposed. The subject site has frontage and access from McCord Road and Anita Place. The site access is discussed below in the Facilities and Services section.

14.04.060.A.2. Conformity of the proposal with the City's comprehensive plan

Finding: Please refer to the analysis below.

14.04.060.A.3. Adequacy and availability of public facilities and services to service potential development

Finding: Complies with Condition. The City is able to serve the subject site as demonstrated below, even accounting for the proposed zone change, which could result in up to six additional dwellings. No land

division or additional dwellings are proposed at his time, however, the capacity of the utility and transportation infrastructure will be analyzed further upon submission of a development annexation.

ORS 195 Agreements. ORS 195 requires agreements among providers of urban services. Urban services are defined as sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads, and mass transit.

Sanitary Sewers. Due to the public health concern caused by a failing septic system, the City has approved access to the City sewer system. The City of Oregon City currently provides sanitary sewer service via an 8" PVC sewer main line in Anita Place which is connected to the house via a sewer lateral.

The Tri-City Service District provides sewage transmission and treatment services to the cities of Oregon City, West Linn, and Gladstone. Each City owns and maintains its own local sewage collection system. The District owns and maintains the sewage treatment plant and interceptor system. The three cities are in the District, and as provided in the Intergovernmental Agreement between the District and the City, the District does not serve territories outside Oregon City, with one exception.

Before January 1, 1999, state statute (ORS 199) provided that when the territory was annexed to a city that was wholly within a district, the territory was automatically annexed to the District as well. That statute no longer applies in this area. Therefore, each Annexation to Oregon City needs to be followed by a separate annexation of the territory to the Tri-City Service District. Before any urban development can occur, the territory must also be annexed to the Tri-City Service District. The applicant record a Sanitary Sewer Connection and Annexation Compliance Agreement which identifies a commitment to pursue Annexation with the Tri-City Sewer District until the property is annexed

The Tri-City Service Water Pollution Control Plant is along Interstate 205 in Oregon City just east of the junction of the Willamette and the Clackamas Rivers. The plant had an average flow capacity of 4.4 million gallons per day (MGD) and a design peak flow capacity of 50.0 MGD and served a population of 66,500 in the year 2001. However, the facility was expanded in 2012 to increase the available average dry weather capacity to 11.9 MGD and a peak flow of 68.7 MGD. The plant is currently serving a population of 98,000 residents and has expanded solids handling capacity as of 2020.

The Sanitary Sewer Master Plan anticipates serving the subject site upon future redevelopment and has sufficient capacity to support both the Annexation and Zone Change, which anticipate an additional six lots. **Based on the recorded agreement, the Applicant can meet this standard by complying with the conditions of approval.**

Water. The property is currently being served by Oregon City. Due to the emergency annexation, the City required the property to abandon the Clackamas River Water District connection per the District's standards and connect to the City water main in Anita Place. The Water Sewer Master Plan anticipates serving the subject site upon future redevelopment and has sufficient capacity to support both the Annexation and Zone Change, which anticipate an additional six lots.

Stormwater. No additional development has been proposed. Onsite stormwater drainage or discharge to a City or County facility will be required upon future development. Any future development would have to convey site stormwater runoff to the appropriate stormwater system in the area. The Stormwater Master Plan anticipates serving the subject site upon future redevelopment and has sufficient capacity to support both the Annexation and Zone Change.

Fire Protection. This territory is currently within Clackamas Fire District #1, which serves portions of Clackamas County as well as Oregon City. Oregon Revised Statute 222.120 (5) allows the City to specify that the territory is automatically withdrawn from the District upon approval of the annexation. Staff recommends that the territory not be withdrawn from CFD#1.

Police Protection. The Clackamas County Sheriff's Department currently serves the territory. The proposed annexation was forwarded for comment to the Sheriff's Department as well as the Oregon City Police Department. Neither entity indicated that there is inadequate capacity to serve the property.

The area to be annexed lies within the Clackamas County Service District for Enhanced Law Enforcement, which provides additional police protection to the area. Due to the location being surrounded by Oregon City, Oregon City Police Department already occasionally responds to County emergency calls for the unincorporated area. The impact on police services upon annexation will be negligible. Upon annexation, the Oregon City Police Department will officially serve the property.

According to ORS 222.120 (5), the City may provide in its approval ordinance for the automatic withdrawal of the territory from the District upon Annexation to the City. If the territory were withdrawn from the District, the District's levy would no longer apply to the property.

School. The subject site is within the Oregon City School District. The School District was provided notification of the proposal and did not indicate that there was inadequate capacity for the additional dwelling units from the zone change.

Parks, Open Space, and Recreation. The nearest City park is Filbert Run Park, about .57 mile from the property. Any further homes constructed on the property, following annexed, re-zoning, and land division, would contribute to the Parks System Development Charge, which is currently \$6,319 per Single Family Home.

Transportation. Traffic Assessment Letter was prepared for this project by Lancaster Engineering and is included with this application submittal. This analysis shows adequate capacity exists to serve the proposed development.

The Applicant submitted a transportation analysis letter (TAL), dated July 7, 2021, prepared under the direction of Jennifer Danziger, PE of Lancaster Mobley. The TAL assumes a maximum impact of the annexation and zone change as seven single-family homes. The site is currently developed with a single-family home, and thus only six additional dwelling units are feasible. The six dwellings permitted under the proposed zoning are calculated to produce 4 new AM peak hour trip; 6 new PM peak hour trips; and 56 new weekday trips. The engineer's trip distribution shows 40 percent going to and from the northwest on McCord Road and 60 percent going to and from the northeast on McCord Road and Leland Road. The amount of traffic generated by the development can easily be accommodated on local residential streets. The increase of traffic on collector and arterial streets is

not significant. The rezoning and does not change the functional classification of any existing or planned transportation facility; does not degrade the performance of existing or planned facilities; and does not cause a significant effect as defined under the Transportation Planning Rule.

The traffic study was reviewed by John Replinger, a City transportation engineering consultant for appropriateness who concluded that the review meets city requirements and provides an adequate basis upon which impacts of the Annexation and rezoning can be assessed. There are no mitigation measures or other transportation conditions required in connection with the current land use action. An additional transportation study will be required with development of additional lots on the subject site.

Other Services. Planning, building inspection, permits, and other municipal services will be available to the territory from the City upon Annexation.

14.04.060.A.4. Compliance with applicable sections of ORS 222, and Metro Code Section 3.09

Finding: Complies as Proposed. Though the applicable process in ORS 222 is referenced throughout this report, the only applicable criterion in ORS 222 is that annexed lands be contiguous to the City. The site is in the County with a contiguous border with city property.

A number of provisions within Metro Code section 3.09 have been analyzed.

Metro Code 3.09.050(d)(1) requires the Commission's findings to address consistency with applicable provisions of urban service agreements or annexation plans adopted according to ORS 195. There are no such plans or agreements in place.

The Metro Code, at 3.09.050(d)(3), requires the City's decision to be consistent with any "directly applicable standards or criteria for boundary changes contained in comprehensive land use plans and public facilities plans." The County Plan also identifies the property as Immediate Urban lands, which should ensure the "orderly, economic provision of public facilities and services." The property owner has demonstrated that the City can provide all necessary urban services. Nothing in the County Plan speaks directly to the criteria for annexation. Therefore, the Commission finds this proposal is consistent with the applicable plan as required Metro Code 3.09.050 (d)(3).

Metro Code 3.09.050(d)(5) states that another criterion to be addressed is "Whether the proposed change will promote or not interfere with the timely, orderly, and economic provision of public facilities and services." Based on the evidence in the Findings, the annexation will not interfere with the timely, orderly, and economic provision of services.

14.04.060.A.5. Natural hazards identified by the City, such as wetlands, floodplains and steep slopes

Finding: Not Applicable. No natural hazards are identified on the property and no overlay districts extend to the property.

14.04.060.A.6. Any significant adverse effects on specially designated open space, scenic, historic or natural resource areas by urbanization of the subject property at time of Annexation

Finding: Not Applicable. No adverse effects on the identified resources are apparent. There are no overlay districts that affect the property. The site is not designated as historic, though a 2011 inventory identified that the 1920 home and one of the outbuildings were eligible/contributing. Though the property is

encouraged to further investigate local historic designation of the home, there will be no adverse affect from the Annexation because the home is not designated within the County.

14.04.060.A.7. Lack of any significant adverse effects on the economic, social and physical environment of the community by the overall impact of the annexation

Finding: Complies with Condition. No significant adverse effects have been identified.

The Commission interprets the "community" as including the City of Oregon City and the lands within its urban service area. The City will obtain a small increase in property tax revenues from adding additional assessed value to its tax roll as a result of annexing the territory. The City will also obtain land use jurisdiction over the territory. Finally, it will have service responsibilities, including fire, police, and general administration. The City already occasionally delivers police service to the unincorporated area in the course of patrolling to deliver service to the incorporated area. The increases in service responsibilities to the area that result from the annexation are insignificant.

Any impacts on the community that result from approval of development permits are a direct consequence of the future permit approval, not of the annexation. Before any urban development can occur, the territory must also be annexed to the Tri-City Service District. The applicant record a Sanitary Sewer Connection and Annexation Compliance Agreement which identifies a commitment to pursue Annexation with the Tri-City Sewer District until the property is annexed. Before any urban development can occur, the territory must be annexed to the Tri-City Service District. Before any urban development can occur, the territory must be annexed to the Tri-City Service District. **Based on the recorded agreement the Applicant can meet this standard by complying with the conditions of approval.**

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

Finding: Complies. No known significant site grading or tree removal has occurred on the property since the date when the annexation application was filed with the City.

14.04.120 - Exceptions.

The city commission may authorize an exception to any of the requirements of this chapter. An exception shall require a statement of findings that indicates the basis for the exception. Exceptions may be granted for identified health hazards and for those matters which the city commission determines that the public interest would not be served by undertaking the entire annexation process. All annexations, however, shall be referred to the voters of the City except those exempted by state law. An exception referring to an annexation application that meets the approval criteria to an election cannot be granted except as provided for in the Oregon Revised Statutes.

Finding: Complies. Due to the nature of the emergency septic failure, this annexation proposal bypassed the Planning Commission as in the past emergency sewer connection requests. The City's policy is to expedite the processing of such annexations by forwarding a recommendation directly to the City Commission without a Planning Commission recommendation to facilitate a more efficient review process for property owners who are forced to initiate Annexation through no fault of their own and because by Oregon Revised Statute, the property must be annexed due to the public health risk associated with no working septic system or sewer connection. This is consistent with Comprehensive Plan Policy 14.4.4:

14.4.4

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

If in the event, the annexation is denied by the City Commission, the Commission would need to direct city staff to allow an extraterritorial connection to city services by providing additional findings or mitigating factors for the record that show compliance with the Comprehensive Plan and specifically Policy 11.1.3- *Confine urban public facilities and services to the city limits except where allowed for safety and health reasons in accordance with state land use planning goals and regulations. Facilities that serve the general public will be centrally located and accessible, preferably by multiple modes of transportation.* In addition, the application would need to continue to submit new annexation applications until the application is approved.

Senate Bill 1573

If the City Commission determines that the proposed annexation should be approved, the City Commission is required by the Charter to submit the annexation to the electors of the City. However, the passage of SB 1573 requires that the City annex the territory without submitting the proposal to the electors of the City if:

- (a) The territory is included within an urban growth boundary adopted by the City or Metro, as defined in ORS 197.015;*
- (b) The territory is, or upon annexation of the territory into the City will be, subject to the acknowledged comprehensive plan of the City;*
- (c) At least one lot or parcel within the territory is contiguous to the city limits or is separated from the city limits only by a public right of way or a body of water; and*
- (d) The proposal conforms to all other requirements of the City's ordinances.*

The territory is included within the City's UGB adopted by the City and Metro. The territory has a Comprehensive Plan Designation of Low-Density Residential pursuant to the acknowledged Oregon City Comprehensive Plan. The territory is contiguous to the City Limits. As demonstrated in this report, the proposal can meet the City's applicable ordinances. Thus, the proposal meets items (a) through (d), with the conditions of approval, and the City may annex the territory without submitting the proposal to the electors of the City.

Measure 3-51- May 18, 1999 Voter-Approved Annexation Charter Amendment

The City Commission sent a measure to voters in 1999 to adopt a charter amendment that required all annexations be sent to the voters and indicated that *"this measure would not apply to certain annexations that the city is required to undertake, such as annexations to abate public health hazards pursuant to ORS 222.900."*

This is an emergency annexation to allow a single property to connect to the City's sanitary sewer system because of a failing septic system on site. OAR 340-071-0160 mandates that a property with a failing septic system must connect to a sanitary sewer if it is physically and legally available. A sewerage system is deemed legally available if the system is not under a DEQ connection permit moratorium and the sewerage system owner is willing or obligated to provide sewer service. The subject site has access to the sanitary sewer in front of the house, and the line is not under a DEQ connection permit moratorium. Oregon City

Comprehensive Plan Policy 11.1.3- *Confine urban public facilities and services to the city limits except where allowed for safety and health reasons in accordance with state land use planning goals and regulations* directs the City to process this annexation.

Therefore, staff believes that the sewer connection and annexation is mandated by law. It is reasonable for the City Commission to also find that this would fall under the "*this measure would not apply to certain annexations that the city is required to undertake*" exemption above.

The proposal is a single tax lot annexation initiated by a consent petition of 100% of the property owners and registered voters. The petition meets the requirement for initiation set forth in ORS 222.170 and Metro Code 3.09.040(a).

OCMC Chapter 17.68 Zoning 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.

Finding: Complies. The annexation and zone change applications were submitted by the property owner to the Planning Division.

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.A. The proposal shall be consistent with the applicable goals and policies of the comprehensive plan;

Finding: Please refer to the analysis below.

17.68.020.B. That public facilities and services (water, sewer, storm drainage, transportation, schools, police and fire protection) are presently capable of supporting the uses allowed by the zone or plan amendment, or can be made available prior to issuing a certificate of occupancy. Service shall be sufficient to support the range of uses and development allowed by the zone or plan amendment;

Finding: Complies as Proposed. Though the Applicant has not proposed any development with the proposal, the zone change would allow the potential of six additional dwelling units for a total of seven units onsite. As demonstrated in OCMC 14.04.060.3 all public facilities are presently capable of supporting the existing use and facility master plans have anticipated future development on site, such as the six additional uses potentially identified in the Zone Change application. Assessment of System Development Charges will be based on the future development of the property to assure facilities and services can be support new uses. Sewer and water exist at the property's Anita Place frontage and do not need to be extended to the property to accommodate new required service connections. Stormwater drainage is present and capable of supporting the new use presented by the rezoning but is not required to serve the development (an existing single-family home) in this application.

17.68.020.C. The land uses authorized by the proposal are consistent with the existing or planned function, capacity and level of service of the transportation system serving the proposed zoning district or plan amendment; and

Finding: Complies as Proposed. The project falls within the Transportation System Plan (TSP) adopted August 2013 which assumes Annexation and redevelopment of the subject site consistent with the proposed Annexation. The TSP identifies improvements, including sidewalk infill and bike lanes on both sides of McCord Rd. The existing transportation system is sufficient to manage the existing function of a single-family residence. The existing transportation is sufficient to manage the planned function, capacity, and level-of-service of the rezoning proposed in this application considering the improvements identified in the 2013 Plan which are required at the time of development per Oregon City Municipal Code Chapter 16.12. Further development and division of land, which create additional dwellings onsite, require additional analysis and review of the transportation system upon submittal of a development application. The project area does not fall within a Transportation System Plan amendment such as the Linn Ave, Leland Road, and Meyers Road Corridor Plan.

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.

Goal 1 Citizen Involvement

Finding: Complies. Goal 1 calls for the opportunity for citizens to be involved in all phases of the planning process. The public was provided the opportunity to be involved in the decision-making process with a notification on the City's website as well as a sign posted on the property, mailed notification to properties within 300 feet, and an emailed notice to various agencies and groups including neighborhood associations.

Goal 2 Land Use Planning

Finding: Complies. Goal 2 outlines the basic procedures of Oregon's statewide planning program, stating that land-use decisions must be made in accordance with comprehensive plans and that effective implementation ordinances must be adopted. The annexation and zone change is processed according to the Comprehensive Plan and municipal code which implements it.

Goal 3: Agricultural Lands

Finding: Not Applicable. Goal 3 is not applicable.

Goal 4: Forest Lands

Finding: Not Applicable. Goal 4 is not applicable.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources

Finding: Not Applicable. Goal 5 requires the City to inventory, protect and conserve natural, scenic, and historic resources within the City. The goal is implemented with the creation of overlay districts for the protection of flooding, hillsides, landslide hazards, stream, and wetland protection, and historic resources. The subject site is not within any applicable overlay district.

Goal 6: Quality of Air, Water, and Land Resources

Finding: Not Applicable. Goal 6 requires local comprehensive plans and implementing measures to be consistent with state and federal regulations. By complying with applicable air, water and land resource quality policies in the Oregon City Comprehensive Plan, the requirements of Goal 6 have been properly addressed.

Goal 7: Natural Hazards

Finding: Not Applicable. Goal 7 requires that jurisdictions apply appropriate safeguards when planning development in areas that are subject to natural hazards such as flood hazards. The goal is implemented with the creation of overlay districts for the protection of flooding, hillsides, and landslide hazards. The subject site is not within any applicable overlay district.

Goal 8 Recreational Needs

Finding: Not Applicable. Goal 8 is not applicable.

Goal 9 Economic Development

Finding: Complies. Annexation and the zone change allow the site to be utilized as a home occupation.

Goal 10 Housing

Finding: Complies as Proposed. Goal 10 requires the City to maintain and plan for an adequate supply of land to accommodate 20 years of future growth, providing flexibility in housing location, type, and density to ensure the availability and prices of housing units are commensurate with the needs and financial capabilities of Oregon households. The annexation and zone change will result in the inclusion of an existing single-family dwelling within the City limits, with the potential of future development of an additional six dwellings.

Goal 11 Public Facilities and Services

Finding: Complies as Proposed. As demonstrated in OCMC 14.04.060.A.3, the City has planned for urbanization of the subject site consistent with the proposed zoning designation.

Goal 12 Transportation

Finding: Complies as Proposed. Based on the findings in OCMC 14.04.060.A.3, the City has planned for urbanization of the subject site consistent with the proposed zoning designation.

Goal 13 Energy Conservation

Finding: Complies. The proposed annexation and zone change will allow additional dwellings within the City which will result in a more energy efficient urban form and infrastructure.

Goal 14 Urbanization

Finding: Not Applicable. Goal 14 is not applicable as no change is proposed to the Metro Urban Growth Boundary, which Oregon City is within.

Goal 15 Willamette River Greenway

Finding: Not Applicable. Goal 15 is not applicable; the subject site is not within the Willamette River Greenway Overlay District.

Goal 16 Estuarine Resources

Finding: Not Applicable. Goal 16 is not applicable.

Goal 17 Coastal Shorelands

Finding: Not Applicable. Goal 17 is not applicable.

Goal 18 Beaches and Dunes

Finding: Not Applicable. Goal 18 is not applicable.

Goal 19 Ocean Resources

Finding: Not Applicable. Goal 19 is not applicable.

17.68.025 - Zoning for land annexed into the City

Upon Annexation into the City, the property shall be rezoned from County zoning to the corresponding City zoning designation as identified in Table 17.06.030, provided the criteria for a zone change can be met.

Finding: Applicable. The proposal includes an application for a zone change to R-6. An analysis of compliance with the standards in OCMC 17.68 is provided within this report.

OREGON CITY COMPREHENSIVE PLAN

This territory is designated by the Oregon City acknowledged Comprehensive Plan as LR – Low-Density Residential. Portions of the City's Comprehensive Plan have some applicability, and these are covered here.

Goal (1) Citizen Involvement

Goal 1.2: Ensure that citizens, neighborhood groups and affected property owners are involved in all phases of the comprehensive planning program.

Finding: Complies. The City's adopted development ordinances include provisions that ensure that citizens, neighborhood groups, and affected property owners have ample opportunity for participation in zone change applications. Consistent with these provisions, the Applicant met with the Neighborhood Association prior to the submittal of this application. This meeting provided attendees with information regarding the proposal and the Applicant took comments from the neighbors into consideration in preparing this application. City provisions provide for public notice prior to hearings that will take place before the Planning Commission and City Commission. All interested persons will have the opportunity to comment in writing or in person through the public hearing process. By following this process, the requirements of this policy are met.

Goal (2) Land Use

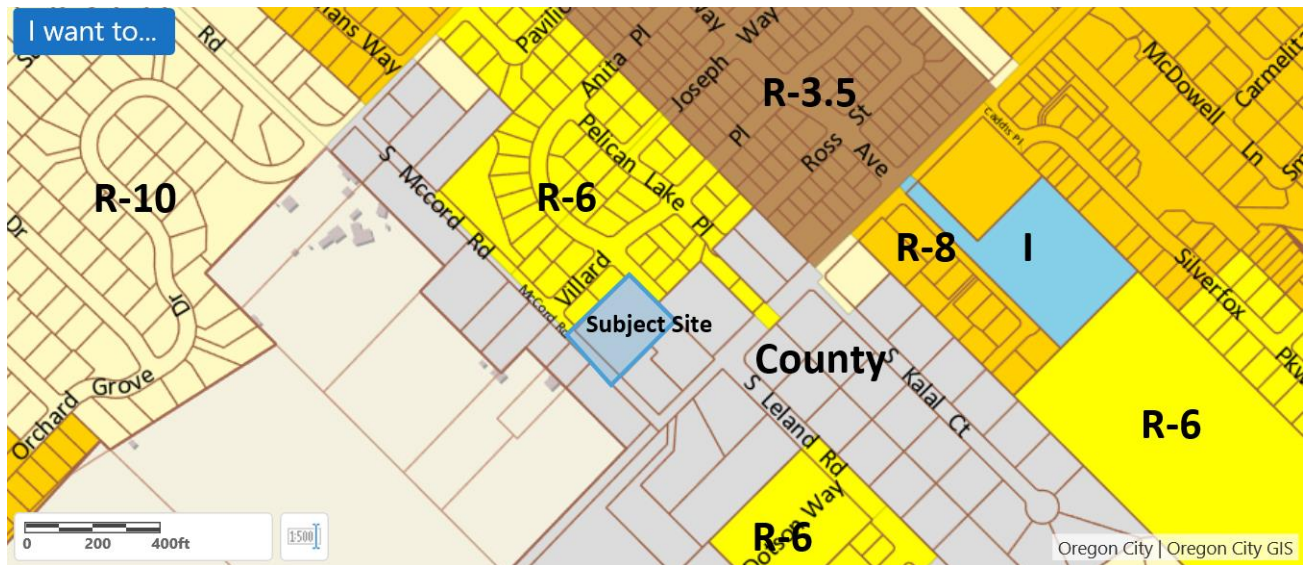
Goal 2.1 Efficient Use of Land. Ensure that property planned for residential, commercial, office, and industrial uses is used efficiently, and that land is developed following principles of sustainable development.

Finding: Complies as proposed. The annexation and zone change will result in the inclusion of an existing single-family dwelling within the City limits, with the potential of future development of an additional six dwellings.

Goal 2.4 Neighborhood Livability Provide a sense of place and identity for residents and visitors by protecting and maintaining neighborhoods as the basic unit of community life in Oregon City while implementing the goals and policies of the other sections of the Comprehensive Plan.

Policy 2.4.1 Develop local neighborhood plans to strengthen and protect residential neighborhoods and historic areas from infill development, such as development along linear commercial corridors.

Finding: Complies as Proposed. The proposed Annexation and zone change is anticipated in the Comprehensive Plan, as the property is within the Urban Growth Boundary and has a Comprehensive Plan designation of "LR" Low-Density Residential which is consistent with the "R-6" zoning designation. In addition, the proposed Annexation is adjacent to the City and to land which is zoned and developed with single-family homes in the R-6 designation. The annexation and zone change will result in additional housing opportunities within the City.



Policy 2.4.4 Where environmental constraints reduce the amount of buildable land, and/or where adjacent land differs in uses or density, implement Comprehensive Plan and zoning designations that encourage compatible transitional uses.

Finding: Complies as Proposed. The proposed Annexation and zoning is consistent with the surrounding area which includes additional R-6 land.

Goal 2.7: Maintain the Oregon City Comprehensive Plan Land Use Map as the official long-range planning guide for land use development of the City by type, density and location.

Finding: Complies as Proposed. The Comprehensive Plan Land Use Map designates the subject property as Low Density Residential Development. The R-6 zoning district is a zone that implements this plan designation.

Policy 2.7.2 Use the following 11 land-use classifications on the Oregon City Comprehensive Plan Land-Use Map to determine the zoning classifications that may be applied to parcels:

Finding: Complies. The R-6 Dwelling District is within the Low-Density Residential Comprehensive Plan designation.

Goal (5) Natural Resources

Goal 5.2 Scenic Views and Scenic Sites Protect the scenic qualities of Oregon City and scenic views of the surrounding landscape.

Finding: Not Applicable. The subject site is not designated as scenic. Further, no development is proposed.

Goal 5.4 Natural Resources Identify and seek strategies to conserve and restore Oregon City's natural resources, including air, surface and subsurface water, geologic features, soils, vegetation, and fish and wildlife, in order to sustain the quality of life for current and future citizens and visitors, and the long-term viability of the ecological systems.

Finding: Not Applicable. The subject site is not designated as within the geologic hazard or natural resources overlay districts. Further, no development is proposed.

Policy 5.4.4: 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.

Finding: Complies as Proposed. The Comprehensive Plan Land Use Map designates the subject property as Low Density Residential Development. The R-6 zoning district is a zone that implements this plan designation.

Goal (6) Quality of Air, Water and Land Resources

Policy 6.1.1: Promote land use patterns that reduce the need for distance travel by single-occupancy vehicles and increase opportunities for walking, biking and/or transit to destinations such as places of employment, shopping, and education.

Finding: Complies as Proposed. The R-6 density proposed for the subject property will be consistent with this policy. The somewhat higher density of development than the existing County FU-10 or R-10 results in a more compact land use pattern that reduces the amount of public street constructed per dwelling, thereby reducing travel by single-occupancy vehicles and increased use of alternative modes of transportation.

Goal 7.1 Natural Hazards

Protect life and reduce property loss from the destruction associated with natural hazards.

Policy 7.1.1 Limit loss of life and damage to property from natural hazards by regulating or prohibiting development in areas of known or potential hazards.

Finding: Complies as Proposed. The subject site is not within an overlay district and no development is proposed.

Policy 8.1.1 Provide an active neighborhood park-type facility and community park-type facility within a reasonable distance from residences, as defined by the Oregon City Park and Recreation Master Plan, to residents of Oregon City.

Finding: Complies as Proposed. Wesley Lynn Park is within walking distance (1,310 feet) of the subject site.

Goal (10) Housing

Policy 10.1.3 Designate residential land for a balanced variety of densities and types of housing, such as single-family attached and detached, and a range of multi-family densities and types, including mixed-use development.

Finding: Complies as Proposed. The proposed Annexation and zone change match the surrounding R-6 neighborhood, yet provide a housing option with a modest lot size which will provide a variety of housing choices for the community.

Goal (11) Public Facilities

Policy 11.1.1 *Ensure adequate public funding for the following urban facilities and services, if feasible:*

- *Streets and other roads and paths*
- *Wastewater collection*
- *Stormwater management services*
- *Police protection*
- *Fire protection*
- *Parks and recreation*
- *Water distribution*
- *Planning, zoning, and subdivision regulation*

Finding: Complies with Condition.

Streets and other roads and paths

The City's Transportation System Plan accounts for Annexation and redevelopment of the subject site.

The Applicant submitted a transportation analysis letter (TAL), dated July 7, 2021, prepared under the direction of Jennifer Danziger, PE of Lancaster Mobley. The TAL assumes a maximum impact of the annexation and zone change as seven single-family homes. The site is currently developed with a single-family home, and thus only six additional dwelling units are feasible. The six dwellings permitted under the proposed zoning are calculated to produce 4 new AM peak hour trip; 6 new PM peak hour trips; and 56 new weekday trips. The transportation engineer's trip distribution shows 40 percent going to and from the northwest on McCord Road and 60 percent going to and from the northeast on McCord Road and Leland Road. The amount of traffic generated by the development can easily be accommodated on local residential streets. The increase of traffic on collector and arterial streets is not significant. The rezoning does not change the functional classification of any existing or planned transportation facility; does not degrade the performance of existing or planned facilities; and does not cause a significant effect as defined under the Transportation Planning Rule.

The traffic study was reviewed by John Replinger, a City transportation engineering consultant for appropriateness who concluded that the review meets city requirements and provides an adequate basis upon which impacts of the Annexation and rezoning can be assessed. There are no mitigation measures or other transportation conditions required in connection with the current land use action. An additional transportation study will be required with the development of additional lots on the subject site.

McCord Road in this location is owned and maintained by the County. Anita Place is owned and maintained by Oregon City and is included in the current maintenance inventory. Additional impacts for existing use and potential uses presented by rezoning will be offset per unit(s) paying the current pavement maintenance utility fee (PMUF). Therefore, no public funds will need to be spent.

Wastewater collection

Upon Annexation, this unit and any future developed units will begin paying the current wastewater utility fee. No public funds will need to be spent. The Tri-City Service District will be provided notice of this Annexation. The District responded that it has adequate capacity to serve the Annexation. The District provides sewer collection to the Cities of West Linn, Oregon City, and Gladstone. The property owner must initiate the Tri-City Service District annexation after Annexation to the City. The applicant record a Sanitary Sewer Connection and Annexation Compliance Agreement which identifies a commitment to pursue Annexation with the Tri-City Sewer District until the property is annexed. Before any urban development can occur, the territory must be annexed to the Tri-City Service District. **Based on the recorded agreement the Applicant can meet this standard by complying with the conditions of approval.**

Stormwater management services

Upon Annexation, this unit and any future developed units will begin paying the current stormwater utility fee. No public funds will need to be spent.

Police and Fire Protection

This Annexation will immediately add one home to the City's police coverage and withdraw the property from Clackamas County Sheriff's Enhanced Law Enforcement District. The Oregon City Police Department indicated the address is serviced by Clackamas County Sheriff's Office. Currently, any calls to Clackamas County 9-1-1 (CCOM) are dispatched to a Clackamas County Sheriff's Deputy. However, if it is a priority call and Oregon City officers are available, they would respond as they would be able to arrive much quicker than a Clackamas County Sheriff's Deputy. Once annexed, the property will be serviced by Oregon City Police.

Department (OCPD). OCPD has not indicted any conflicts with this Annexation. The property will be assessed utility billing fee for the community safety fund after Annexation.

The property is already within the Clackamas Fire District #1 and will remain in CFD#1 upon Annexation.

Water

The property is currently being served by Oregon City. The City required the property to abandon the Clackamas River Water District connection per that District's standards and connect to the City water main in Anita Place prior to completion of Annexation and that work is complete. No public funds will need to be spent.

Policy 11.1.1 defines what is encompassed within the term "urban facilities and services" as it pertains to Annexation. The City's plan is more inclusive in its definition of what services are considered an "urban service" than is the Metro Code. The City's Plan adds fire protection and planning, zoning, and subdivision regulation to the list of urban services that are to be considered by the Metro Code. The adequacy of these facilities and services to serve the subject property, containing a single home, is discussed in greater detail below. The Metro Code also includes mass transit in addition to streets and roads.

Policy 11.1.3 *Confine urban public facilities and services to the city limits except where allowed for safety and health reasons in accordance with state land use planning goals and regulations. Facilities that serve the general public will be centrally located and accessible, preferably by multiple modes of transportation.*

Policy 11.1.4 *Support development on underdeveloped or vacant buildable land within the City where urban facilities and services are available or can be provided and where land use compatibility can be found relative to the environment, zoning, and comprehensive plan goals.*

Finding: Complies. Policies 11.1.3 and 11.1.4 encourage development on sites within the City where urban facilities and services are either already available or can be provided. As demonstrated within this report, the site may be served by services.

Policy 11.1.6 Enhance efficient use of existing public facilities and services by encouraging development at maximum levels permitted in the Comprehensive Plan, implementing minimum residential densities, and adopting an Accessory Dwelling Unit Ordinance to infill vacant land.

Finding: Complies as Proposed. The proposed Annexation includes a zone change to R-6, which yields the most density within the Low-Density Residential Comprehensive Plan Designation and is thus most efficient for services and land. Though no development is proposed, the site could develop with up to six additional units in the future.

Goal 11.2: Wastewater

Seek the most efficient and economic means available for constructing, operating, and maintaining the City's wastewater collection system while protecting the environment and meeting state and federal standards for sanitary sewer systems.

Policy 11.2.2 Plan, operate and maintain the wastewater collection system for all current and anticipated city residents within the existing urban growth boundary. Strategically plan for future expansion areas.

Finding: Complies. Since all new development on annexed land is required to connect to the sanitary sewer system, this policy suggests that a measure of the adequacy of the sanitary system should be whether it could serve the potential level of development provided for by the Comprehensive Plan and Zoning designations. The City's sanitary sewer is available and connected to this property. The Master Plan accounts for Annexation and development of the site.

Policy 11.2.3 Work with Tri-City Service District to provide enough capacity in its treatment system to meet standards established by the Oregon Department of Environmental Quality (DEQ) to avoid discharging inadequately treated sewage to surface waters.

Finding: Complies with Condition. The Tri-City Service District will be provided notice of this Annexation. The District responded that it has adequate capacity to serve the Annexation. The District provides sewer collection to the Cities of West Linn, Oregon City, and Gladstone. The property owner must initiate the Tri-City Service District annexation after Annexation to the City. The applicant record a Sanitary Sewer Connection and Annexation Compliance Agreement which identifies a commitment to pursue Annexation with the Tri-City Sewer District until the property is annexed. Before any urban development can occur, the territory must be annexed to the Tri-City Service District. **Based on the recorded agreement the Applicant can meet this standard by complying with the conditions of approval.**

Goal 11.3: Water Distribution

Seek the most efficient and economic means available for constructing, operating, and maintaining the City's water distribution system while protecting the environment and meeting state and federal standards for potable water systems.

Policy 11.3.1 Plan, operate and maintain the water distribution system for all current and anticipated city residents within its existing urban growth boundary and strategically plan for future expansion areas.

Finding: Complies. The property is currently being served by Oregon City. The City required the property to abandon the CRW connection per that District's standards and connect to the City water main in Anita Place prior to completion of annexation and that work is complete. The Water Sewer Master Plan anticipates serving the subject site upon future redevelopment and has sufficient capacity to support both the Annexation and Zone Change, which anticipate an additional six lots.

Goal 11.4: Stormwater Management

Seek the most efficient and economical means available for constructing, operating, and maintaining the City's stormwater management system while protecting the environment and meeting regional, state, and federal standards for the protection and restoration of water resources and fish and wildlife habitat.

Policy 11.4.1 Plan, operate, and maintain the stormwater management system for all current and anticipated city residents within Oregon City's existing urban growth boundary and strategically plan for future expansion areas.

Policy 11.4.4 Maintain existing drainageways in a natural state for maximum water quality, water resource preservation, and aesthetic benefits.

Finding: Complies. Since new development on annexed lands may connect to the city stormwater management system, this policy suggests that a measure of the adequacy of the stormwater management system should be whether the City (or the county stormwater management system in the event that drainage goes to the County) could serve the potential level of development provided for by the Comprehensive Plan and Zoning designations. New development may also have opportunities to provide further protection to preserve water quality. This Annexation will not result in any changes to the stormwater drainage.

Goal 11.9: Fire Protection

Maintain a high level of fire suppression and emergency medical services capacity.

Policy 11.9.1 Ensure that all areas, including newly annexed areas, receive fire protection and emergency medical services.

Finding: Complies. The property is already within Clackamas County Fire District #1. Fire protection and emergency services will be unaffected by this proposal. The Annexation will be transmitted to Clackamas County Sheriff's Department and Oregon City Police Department for comment. OCPD already responds to

priority County emergency calls for the unincorporated area in this location. Clackamas County Sheriff's Department was contacted and had no conflicts with the Annexation. Upon Annexation, the area would be removed from the Clackamas County Sheriff's Enhanced Law Enforcement District. OCPD should not anticipate any police service problems due to the Annexation of this one unit.

Goal 11.10 Police Protection

Finding: Complies. The annexation will be transmitted to Clackamas County 'Sheriff's Department and Oregon City Police Department for comment. OCPD already responds to priority County emergency calls for the unincorporated area in this location. Clackamas County 'Sheriff's Department was contacted and had no conflicts with the annexation. Upon annexation, the area would be removed from the Clackamas County Sheriff's Enhanced Law Enforcement District. OCPD should not anticipate any police service problems due to the annexation of this one unit.

Goal (12) Transportation

Goal 12.6: Develop and maintain a transportation system that has enough capacity to meet users' needs.

Finding: Complies as Proposed. A Traffic Assessment Letter was prepared for this project by Lancaster Engineering and is included with this application submittal. This analysis shows adequate capacity exists to serve the proposed development.

The Applicant submitted a transportation analysis letter (TAL), dated July 7, 2021, prepared under the direction of Jennifer Danziger, PE of Lancaster Mobley. The TAL assumes a maximum impact of the annexation and zone change as seven single-family homes. The site is currently developed with a single-family home, and thus only six additional dwelling units are feasible. The six dwellings permitted under the proposed zoning are calculated to produce 4 new AM peak hour trip; 6 new PM peak hour trips; and 56 new weekday trips. The engineer's trip distribution shows 40 percent going to and from the northwest on McCord Road and 60 percent going to and from the northeast on McCord Road and Leland Road. The amount of traffic generated by the development can easily be accommodated on local residential streets. The increase of traffic on collector and arterial streets is not significant. The rezoning and does not change the functional classification of any existing or planned transportation facility; does not degrade the performance of existing or planned facilities; and does not cause a significant effect as defined under the Transportation Planning Rule.

The traffic study was reviewed by John Replinger, a City transportation engineering consultant for appropriateness, who concluded that the review meets city requirements and provides an adequate basis upon which impacts of the annexation and rezoning can be assessed. There are no mitigation measures or other transportation conditions required in connection with the current land use action. An additional transportation study will be required with the development of additional lots on the subject site.

Goal 13.1 Energy Sources Conserve energy in all forms through efficient land-use patterns, public transportation, building siting and construction standards, and city programs, facilities, and activities.

Finding: Complies as Proposed. The Goal promotes land use patterns that reduce the need for distance travel by single-occupancy vehicles and increase opportunities for walking, biking and/or transit to destinations such as places of employment, shopping, and education. The R-6 density proposed for the subject property will be consistent with this policy with a relatively more compact land use pattern that reduces the amount of public street per dwelling, thereby reducing travel by single-occupancy vehicles and increased use of alternative modes of transportation.

Goal 14.3:

Goal 14.3 Orderly Provision of Services to Growth Areas Plan for public services to lands within the Urban Growth Boundary through adoption of a concept plan and related Capital Improvement Program, as amendments to the Comprehensive Plan.

Finding: Complies as Proposed. The proposed annexation and zone change is orderly as utilities are located adjacent to the site and the site abuts an adjacent R-6 subdivision. Approval of the zone change would also make for a more efficient use of infrastructure such as streets and utilities and, by adding housing opportunities in the future, would delay the time at which the urban growth boundary would need to be expanded to provide for population growth. The City has not adopted an annexation plan.

Goal 14.4: Annexation of Lands to the City

Annex lands to the City through a process that considers the effects on public services and the benefits to the City as a whole and ensures that development within the annexed area is consistent with the Oregon City Comprehensive Plan, City ordinances, and the City Charter.

Finding: Complies. The city annexation process is set out in Chapter 14 of the Municipal Code. By requiring compliance with that code, the Metro code, and the statewide planning rules, the City is identifying the potential effects that build-out of the annexed property will have on public services and any benefits to the City as a whole.

Policy 14.4.1 In order to promote compact urban form to support efficient delivery of public services, lands to be annexed must be within the City's Urban Growth Boundary and must be contiguous to the existing City limits. Long linear extensions, such as cherry stems and flag lots, shall not be considered contiguous to City limits.

Finding: Complies as Proposed. The proposed property is contiguous to the city limits and includes the adjacent frontage of McCord Road. No long linear extensions are proposed, and the annexation would not create any islands.

Policy 14.4.3 When an annexation is requested, the Commission may require that parcels adjacent to the proposed annexation be included to:

- a) avoid creating unincorporated islands within the City;
- b) enable public services to be efficiently and cost-effectively extended to the entire area; or
- c) implement a Concept Plan or Sub-area Master Plan that has been approved by the Commission.

Finding: Complies. This proposed annexation does not create an unincorporated island within the City. There is no development proposed at this time. No additional parcels are anticipated to be annexed to enable more efficient public services at this time.

Policy 14.4.4 The City may, as provided by state law, provide sewer service to adjacent unincorporated properties when a public health hazard is created by a failing septic tank sewage system; the Commission may expedite the annexation of the subject property into the City, subject to any voter approvals of annexations.

Finding: Complies. A public health hazard existed by the nature of the failing septic system. The property is now connected the City sewer and water system after obtaining the proper city and county permits to complete the sewer and water lines to the property.

STAFF RECOMMENDATION

Based on the study and the Proposed Findings and Reasons for Decision for this Annexation, staff recommends that the City Commission approve Planning File GLUA 21-00005: AN 21-0001 and ZC 21-0002 and adopt as its own this Staff Report and exhibits.

RECOMMENDED CONDITIONS OF APPROVAL

PLANNING FILES GLUA 21-00005: AN 21-0001 and ZC 21-0002

(P) = Verify that condition of approval has been met with the Planning Division.

(DS) = Verify that condition of approval has been met with the Development Services Division.

(B) = Verify that condition of approval has been met with the Building Division.

(F) = Verify that condition of approval has been met with Clackamas Fire Department.

The proposed annexation and Zone Change from FU-10 to "R-6" Single-Family Dwelling District is approved with the following conditions:

1. The Applicant shall pursue annexation with the Tri-City Sewer District until the property is annexed. (DS)
2. Before any urban development can occur, the territory must be annexed to the Tri-City Service District. (DS)
3. The property shall remain in Clackamas Fire District #1.
4. Withdrawal from the County Service District for Enhanced Law Enforcement as allowed by statute is recommended since the City will provide police services upon annexation.

Exhibits:

1. Annexation Application
2. Public Comment
 - a. Erik Carr, Clackamas Water Environment Services (WES)
 - b. Natalia Marteniz, Servplus, LLC
3. Sewer Availability Work Sheet

APPLICATION TYPE: (Emergency Sewer Connection) Annexation R 6 Zone Change revised 7/10/2021

APPLICANT: Dan Berge P.O. Box 1927 Oregon City OR 97045

REQUEST: The applicant is requesting approval of an emergency annexation of 1.05 acres property due to a failing septic system. Rezone to R6 zoning.

LOCATION: 19630 S McCord Road, Oregon City OR 97045
Tax Assessor Map: 32E09A 00600

PROCESS: Pursuant to OCMC Chapter 14.04. *City Boundary Changes and Extension of Services*, the procedure for review of annexations is governed by State Law and Oregon City Code Chapter 14.04. The procedure for a zone change is outlined in Oregon City Code Chapter 17.50.

PROPOSAL NO. (To be provided by the City)

Property Owners / Voters: Dan Berge

Applicant(s): Dan Berge

The proposed annexation is a single tax lot annexation initiated by consent petition of 100% of the property owners and registered voters. Due to the nature of the emergency septic failure, this annexation proposal bypassed the Planning Commission as in the past emergency sewer connection requests. The petition meets the requirement for initiation set forth in ORS 222.170 and Metro Code 3.09.040(a).

The City's policy is to expedite the processing of such annexations by forwarding a recommendation directly to the City Commission without a Planning Commission recommendation. This is consistent with Comprehensive Plan Policy 14.4.4:

14.4.4

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

REASON FOR ANNEXATION

To address the emergency, the property has already connected to the City sewer system, on the condition that the owner subsequently petitioned for annexation to the City.

The annexation of this property is required due to a failed septic system, which necessitated a requirement to hook up to City sewer. City water and sewer services were available close to the property and the owner desired to make the needed connections.

The sanitary sewer service and water line lateral construction was permitted under Clackamas County permit number P0207720 on date 08/19/2020 (Clackamas County) and Oregon City PU-21-00009 none other are applicable.

The applicant wishes to change the current Clackamas County FU-10 zoning, to R6 requiring 6000 SF minimum lots size, with a potential total of 7 Dwelling units 1 existing and 6 new potential Dwelling units complying with the comprehension plan of LR and applicable provisions of OCMC [Chapter 17.68 - Zoning Changes and Amendments](#). The Oregon City Municipal Code requires the application of a City zoning designation upon annexation. As the applicant is required to initiate annexation. The planning staff recommended R6 zoning. Hillendale/Tower Vista Neighborhood Association voted unanimously for the R6 zone change at their meeting July 6, 2021.

The owner would be able to receive city services, specifically, sanitary sewer, and water connections as well as the full range of administrative and municipal services provided upon annexation to the City. The property is within 10 feet of a city sanitary sewer system and by Oregon Revised Statute, it has been connected to the city sewer service and must be annexed.

LAND USE PLANNING

SITE CHARACTERISTICS

Total Acres 1.05 acre

TSP Functional Class: McCord Rd. Collector and Anita PL Local Road

The property is generally level. The applicant has connected to the City sewer main system running on Anita PL that abuts the North edge of the property with a service line. The site is a residential parcel.

The abutting right-of-way of Anita PL already within the City, and the property is contiguous to the City Limit on North and West sides. The property includes a home and two accessory structures.



Figure 1. Contiguity with City Limits



Figure 2. Aerial Photograph (2019)



Figure 3. Utilities

The figure above indicates the location of the Oregon City sewer system adjacent to the property.

REGIONAL PLANNING CONSIDERATIONS

General Information

This territory is inside Metro's jurisdictional boundary and the regional Urban Growth Boundary (UGB).

Metro Boundary Change Criteria

The Legislature has directed Metro to establish criteria that must be used by all cities within the Metro boundary. The Metro Code states that a final decision shall be based on substantial evidence in the record of the hearing and that the written decision must include findings of fact and conclusions from those findings. The Code requires these findings and conclusions to address the following minimum criteria:

- Consistency with directly applicable provisions in ORS 195 agreements or ORS 195 annexation plans.

- Consistency with directly applicable provisions of urban planning area agreements between the annexing entity and a necessary party.
- Consistency with directly applicable standards for boundary changes contained in Comprehensive land use plans and public facility plans.
- Consistency with directly applicable standards for boundary changes contained in the regional framework or any functional plans.
- Whether the proposed boundary change will promote or not interfere with the timely, orderly, and economic provision of public facilities and services.
- Consistency with other applicable criteria for the boundary change in question under state and local law.

Consistency with the County and urban service provider planning agreements along with the timely, orderly, and economic provision of public services as required by the Metro Code are discussed in greater detail below.

The Metro Code also contains a second set of 10 factors that are to be considered where: 1) no ORS 195 agreements have been adopted, and 2) a necessary party is contesting the boundary change. Those ten factors are not applicable at this time to this annexation because no necessary party has contested the proposed annexation.

Metro Regional Framework Plan

The law that requires Metro to adopt criteria for boundary changes and specifically states that those criteria shall include " . . . compliance with adopted regional urban growth goals and objectives, functional plans . . . and the regional framework plan of the district [Metro]."

Metro's Growth Management Functional Plan was reviewed and found not to contain any criteria directly applicable to boundary changes. The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

CLACKAMAS COUNTY PLANNING

The Metro Code states that the Commission's decision on this boundary change should be ". . . consistent with specific directly applicable standards or criteria for boundary changes contained in comprehensive land use plans, public facility plans. "

The Clackamas County Comprehensive Plan is the currently applicable plan for this area. The plan designation for this site is Urban LR on the County's Oregon City Area Land Use Plan (Map 4-05).

The County's zoning for the property is FU-10, Future Urban, with a 10-acre minimum lot size. This is a holding zone to prevent the creation of small parcels in areas within the Urban Growth Boundary to preserve the capacity of the land to fully develop once a full range of urban

services is available. Lands located outside areas having sanitary sewer service available were designated Future Urbanizable.

Clackamas County Zoning and Development Ordinance (ZDO) section 316 provides that the Future Urban 10-Acre District is applied to those areas designated as Future Urban by Chapter 4 of the Clackamas County Comprehensive Plan.

The *Land Use* section of the Plan, Chapter 4, identifies the territory proposed for annexation as *future urban*, which are defined as:

“Future urban areas are lands within urban growth boundaries but outside immediate urban areas. Future urban areas are planned to be provided with public facilities, but currently, lack providers of those facilities. Future urban areas are substantially underdeveloped and will be retained in their current use to ensure future availability for urban needs. Future urban areas are planned for urban uses but zoned for large-lot, limited development.

Urban Growth Management Agreement

The City and the County have an Urban Growth Management Agreement (UGMA), which is a part of their Comprehensive Plans. The territory to be annexed falls within the Urban Growth Management Boundary (UGMB) identified for Oregon City and is subject to the Agreement. The County agreed to adopt the City’s Comprehensive Plan designations for this area.

Regarding transportation impacts, rezoning must demonstrate compliance with, or be exempted from, the mobility standards of [OCMC 12.04.205 HYPERLINK](https://library.municode.com/or/oregon_city/codes/code_of_ordinances?nodeId=TIT12STSIPUPL_CH12.04STSIPUPL_12.04.205MOST) ["https://library.municode.com/or/oregon_city/codes/code_of_ordinances?nodeId=TIT12STSIPUPL_CH12.04STSIPUPL_12.04.205MOST"– HYPERLINK](https://library.municode.com/or/oregon_city/codes/code_of_ordinances?nodeId=TIT12STSIPUPL_CH12.04STSIPUPL_12.04.205MOST) ["https://library.municode.com/or/oregon_city/codes/code_of_ordinances?nodeId=TIT12STSIPUPL_CH12.04STSIPUPL_12.04.205MOST" Mobility Standards](https://library.municode.com/or/oregon_city/codes/code_of_ordinances?nodeId=TIT12STSIPUPL_CH12.04STSIPUPL_12.04.205MOST). The applicant has applied to rezone the property and does not intend to redevelop the site at this time. A transportation analysis has been done. See addendum A LANCASTER MOBLEY TRAFFIC STUDY.

The UGMA presumes that all the urban lands within the Urban Growth Boundary will ultimately annex to the City. It specifies that the City is responsible for the public facilities plan required by Oregon Administrative Rule Chapter 660, division 11. The Agreement goes on to say:

- *City and County Notice and Coordination*

* * *

D. The CITY shall provide notification to the COUNTY, and an opportunity to participate, review and comment, at least 20 days prior to the first public hearing on all proposed annexations . . .

* * *

5. City Annexations

A. *CITY may undertake annexations in the manner provided for by law within the UGMB. CITY annexation proposals shall include adjacent road right-of-way to properties proposed for annexation. COUNTY shall not oppose such annexations.*

B. *Upon annexation, CITY shall assume jurisdiction of COUNTY roads and local access roads that are within the area annexed. As a condition of jurisdiction transfer for roads not built to CITY street standards on the date of the final decision on the annexation, COUNTY agrees to pay to CITY a sum of money equal to the cost of a two-inch asphaltic concrete overlay over the width of the then existing pavement; however, if the width of pavement is less than 20 feet, the sum shall be calculated for an overlay 20 feet wide. The cost of asphaltic concrete overlay to be used in the calculation shall be the average of the most current asphaltic concrete overlay projects performed by each of CITY and COUNTY. Arterial roads will be considered for transfer on a case-by-case basis. Terms of transfer for arterial roads will be negotiated and agreed to by both jurisdictions.*

C. *Public sewer and water shall be provided to lands within the UGMB in the manner provided in the public facility plan . . .*

* * *

The required notice will be provided to the County at least 20 days before the City Commission hearing. The Agreement requires that adjacent road rights-of-way be included within annexations. The rights-of-way of Anita Pl. are already within the city limits.

The property is currently being served by Clackamas River water but at the outside-of-City utility billing rate of 1.5 times the City rate. After annexation, the property will receive the City rate for water. The property will be assessed utility billing fees for stormwater, pavement maintenance, and the community safety fund after annexation.

The City provided sewer service to the property in accordance with state requirements to connect to city sewer, the Oregon City Sanitary Sewer Master Plan (SSMP), and City Municipal Code Chapter 13.08. The property is currently receiving water service from the City.

OREGON CITY COMPREHENSIVE PLAN

This territory is designated by the Oregon City acknowledged Comprehensive Plan as LR – Low-Density Residential. Portions of the City’s Comprehensive Plan have some applicability, and these are covered here.

Section 2 of the Oregon City Comprehensive Plan is entitled *Land Use*. Several Goals and Policies in this section are pertinent to the proposed annexations.

The *Public Facilities* Section of the Comprehensive Plan contains the following pertinent Goals and Policies.

Goal 11.1: Provision of Public Facilities

Serve the health, safety, education, welfare, and recreational needs of all Oregon City residents through the planning and provision of adequate public facilities.

Policies

Policy 11.1.1 *Ensure adequate public funding for the following urban facilities and services, if feasible:*

- *Streets and other roads and paths*
- *Wastewater collection*
- *Stormwater management services*
- *Police protection*
- *Fire protection*
- *Parks and recreation*
- *Water distribution*
- *Planning, zoning, and subdivision regulation*

Streets and other roads and paths

McCord Road in this location is owned and maintained by the County.

Wastewater collection

Upon annexation, this unit will start paying the current stormwater utility fee. Therefore, no additional public funds will need to be spent.

Police and Fire Protection

This annexation will immediately add one home to the City's police and fire protection coverage and withdraw the property from Clackamas County Sheriff's Enhanced Law Enforcement District. The Oregon City Police Department indicated the address is serviced by Clackamas County Sheriff's Office. Currently, any calls to Clackamas County 9-1-1 (CCOM) are dispatched to a Clackamas County Sheriff's Deputy. However, if it is a priority call and Oregon City officers are available, they would respond as they would be able to arrive much quicker than a Clackamas County Sheriff's Deputy. Once annexed, the property will be serviced by Oregon City Police Department (OCPD). OCPD has not indicted any conflicts with this annexation.

The property is already within the Clackamas Fire District #1 and will remain in CFD#1 upon annexation.

Water

The property is currently being served by Clackamas water but at the outside-of-City utility billing rate of 1.5 times the City rate. After annexation, the property will receive the City rate for water. The property will be assessed utility billing fees for stormwater, pavement maintenance, and the community safety fund after annexation.

Policy 11.1.1 defines what is encompassed within the term "urban facilities and services" as it pertains to annexation. The City's plan is more inclusive in its definition of what services are

considered an “urban service” than is the Metro Code. The City’s Plan adds fire protection and planning, zoning, and subdivision regulation to the list of urban services that are to be considered by the Metro Code. The adequacy of these facilities and services to serve the subject property, containing a single home, is discussed in greater detail below. The Metro Code also includes mass transit in addition to streets and roads.

Policy 11.1.3 Confine urban public facilities and services to the city limits except where allowed for safety and health reasons in accordance with state land use planning goals and regulations. Facilities that serve the general public will be centrally located and accessible, preferably by multiple modes of transportation.

Policy 11.1.4 Support development on underdeveloped or vacant buildable land within the City where urban facilities and services are available or can be provided and where land use compatibility can be found relative to the environment, zoning, and comprehensive plan goals.

Policy 11.1.5 Design the extension or improvement of any major urban facility and service to an area to complement other urban facilities and services at uniform levels.

Policies 11.1.3 and 11.1.4 encourage development on sites within the City where urban facilities and services are either already available or can be provided. This policy implies that lands that cannot be provided urban services should not be annexed. The City has the capacity to provide urban services to this existing home.

Policy 11.1.5 requires that the installation of a major urban facility or service should be coordinated with the provision of other urban facilities or services. No major urban facility or service is required here; rather, it requires a normal extension of sanitary sewer from the existing sewer main abutting the site on Anita PL.

The owner has not proposed to further divide the existing parcel at this time.

Read together, these policies suggest that when annexing lands, the City should consider whether a full range of urban facilities or services are available or can be made available to serve the territory to be annexed. Oregon City has implemented these policies with its Code provisions on processing annexations, which requires the City to consider the adequacy of access and adequacy and availability of public facilities and services. Overall, it appears that the City can provide urban service capacity to this 1 acre.

Goal 11.2: Wastewater

Seek the most efficient and economic means available for constructing, operating, and maintaining the City’s wastewater collection system while protecting the environment and meeting state and federal standards for sanitary sewer systems.

Policies

Policy 11.2.2 Plan, operate and maintain the wastewater collection system for all current and anticipated city residents within the existing urban growth boundary. Strategically plan for future expansion areas.

Since all new development on annexed land is required to connect to the sanitary sewer system, this policy suggests that a measure of the adequacy of the sanitary system should be whether it could serve the potential level of development provided for by the Comprehensive Plan and Zoning designations. The City's sanitary sewer is available to this property.

Policy 11.2.3 Work with Tri-City Service District to provide enough capacity in its collection system to meet standards established by the Oregon Department of Environmental Quality (DEQ) to avoid discharging inadequately treated sewage to surface waters.

The Tri-City Service District will be provided notice of this annexation. The District responded that it has adequate capacity to serve the annexation. The District provides sewer collection to the Cities of West Linn, Oregon City, and Gladstone. The property owner must initiate the Tri-City Service District annexation after annexation to the City. The City Commission should concur with Tri-City Service District's annexation of the subject property in the ordinance annexing the property.

Goal 11.3: Water Distribution

Seek the most efficient and economic means available for constructing, operating, and maintaining the City's water distribution system while protecting the environment and meeting state and federal standards for potable water systems.

Policies

Policy 11.3.1 Plan, operate and maintain the water distribution system for all current and anticipated city residents within its existing urban growth boundary and strategically plan for future expansion areas.

Since new development on annexed lands may connect to the city water distribution system, this policy suggests that a measure of the adequacy of the water distribution system should be whether it could serve the potential level of development provided for by the Comprehensive Plan and Zoning designations. The subject lot is connected to the Clackamas River Water distribution system.

Goal 11.4: Stormwater Management

Seek the most efficient and economical means available for constructing, operating, and maintaining the City's stormwater management system while protecting the environment and meeting regional, state, and federal standards for protection and restoration of water resources and fish and wildlife habitat.

Policies

Policy 11.4.1 Plan, operate, and maintain the stormwater management system for all current and anticipated city residents within Oregon City’s existing urban growth boundary and strategically plan for future expansion areas.

Policy 11.4.4 Maintain existing drainageways in a natural state for maximum water quality, water resource preservation, and aesthetic benefits.

Since new development on annexed lands may connect to the city stormwater management system, this policy suggests that a measure of the adequacy of the stormwater management system should be whether the City (or the county stormwater management system in the event that drainage goes to the County) could serve the potential level of development provided for by the Comprehensive Plan and Zoning designations. New development may also have opportunities to provide further protection to preserve water quality. This annexation will not result in any changes to the stormwater drainage

Goal 11.9: Fire Protection

Maintain a high level of fire suppression and emergency medical services capacity.

Policies

Policy 11.9.1 Ensure that all areas, including newly annexed areas, receive fire protection and emergency medical services.

The property is already within Clackamas County Fire District #1. Fire protection and emergency services will be unaffected by this proposal. The annexation will be transmitted to Clackamas County Sheriff’s Department and Oregon City Police Department for comment. OCPD already responds to priority County emergency calls for the unincorporated area in this location. Clackamas County Sheriff’s Department was contacted and had no conflicts with the annexation. Upon annexation, the area would be removed from the Clackamas County Sheriff’s Enhanced Law Enforcement District. OCPD should not anticipate any police service problems due to the annexation of this one unit.

The final section of this submittal addresses each urban service to determine whether the services are currently available or can be made available at an adequate level to serve the potential development of the property under the current planning designation and zoning that implements it.

Section 14

§ of the Plan is entitled *urbanization*. Several policies in this section are pertinent to the proposed annexations. The following excerpts expand on the City’s annexation philosophy and requirements.

The City is required to refer all proposed annexations to the voters. Rather than having voter approval of individual property owners’ requests to annex, the City should prepare and implement an annexation plan and program. The City could then annex large blocks of

properties (with voter approval) at one time, rather than in a piecemeal fashion. Annexation would be tied more directly to the City's ability to provide services efficiently, maintain regular city boundaries, and help the City meet Metro targets for housing and employment. The zoning of the property should be decided at the time the City Commission review and approve the annexation request.

Applications for annexation, whether initiated by the City or by individuals, are based on specific criteria contained in the City's municipal code. Metro and state regulations promote the timely and orderly provision of urban services, with which inappropriate annexations can conflict. Therefore, an annexation plan that identifies where and when areas might be considered for annexation can control the expansion of the city limits and services to help avoid those conflicts and provide predictability for residents and developers. Other considerations are consistent with the provisions of this comprehensive plan and the City's public facility plans, with any plans and agreements of urban service providers, and with regional annexation criteria.

The City has completed an annexation plan and program for this area. The requirement to refer this annexation to the voters has been superseded by the passage of Senate Bill 1573 as explained earlier in this submittal. This annexation is still sufficiently tied directly to the City's ability to provide services efficiently with the logical extension of physical utility lines as it is adjacent to two city subdivisions that have utilities and street improvements. The proposal does include a zone change.

The following Plan annexation policies are approval criteria for annexations under Criteria 3 of the Metro Code.

Goal 14.4: Annexation of Lands to the City

Annex lands to the City through a process that considers the effects on public services and the benefits to the City as a whole and ensures that development within the annexed area is consistent with the Oregon City Comprehensive Plan, City ordinances, and the City Charter.

The city annexation process is set out in Chapter 14 of the Municipal Code. By requiring compliance with that code, the Metro code, and the statewide planning rules, the City is identifying the potential effects that build-out of the annexed property will have on public services and any benefits to the City as a whole.

Policy 14.4.1 *In order to promote compact urban form to support efficient delivery of public services, lands to be annexed must be within the City's Urban Growth Boundary and must be contiguous to the existing City limits. Long linear extensions, such as cherry stems and flag lots, shall not be considered contiguous to City limits.*

The proposed property is contiguous to the city limits along all North and West lines. No long linear extensions are proposed. The annexation would not create any islands.

Policy 14.4.2 *Concept Plans and Sub-area Master Plans for unincorporated areas within the Urban Growth Boundary shall include an assessment of the fiscal impacts of providing public services to the area upon annexation, including the costs and benefits to the City as a whole.*

This property is part of the 1979 Urban Growth Boundary and was previously part of the City's existing Comprehensive Plan with a Low-Density Residential land use designation. The property has been included in all of the City's adopted public facilities master plans for sewer, water, stormwater, and transportation. R6 zone change is proposed at this time.

Policy 14.4.3 *When an annexation is requested, the Commission may require that parcels adjacent to the proposed annexation be included to:*

- a) *avoid creating unincorporated islands within the City;*
- b) *enable public services to be efficiently and cost-effectively extended to the entire area; or*
- c) *implement a Concept Plan or Sub-area Master Plan that has been approved by the Commission.*

This proposed annexation does not create an unincorporated island within the City. There is no development proposed at this time. No additional parcels are anticipated to be annexed to enable more efficient public services at this time.

Policy 14.4.4 *The City may, as provided by state law, provide sewer service to adjacent unincorporated properties when a public health hazard is created by a failing septic tank sewage system; the Commission may expedite the annexation of the subject property into the City, subject to any voter approvals of annexations.*

A public health hazard existed by the nature of the failing septic system. The property will be connecting the property to the City sewer system and obtained the proper city and county permits to complete the extension of the sewer line to the property.

LAND USE

Section 2 of the City's Comprehensive Plan identifies land-use types. This application has one residential land use type:

The City/County urban growth management agreement specifies that the County's acknowledged Comprehensive Plan and implementing regulations shall apply until annexation, and the City adopts subsequent plan amendments.

CITY LAND USE CLASSIFICATION

<u>Comprehensive Plan Classification</u>	<u>City Zone</u>
<u>Residential</u>	<u>R6 R8 R10</u>

- *Adequacy of access to the site;*

Finding: The site access is discussed below in the Facilities and Services section. The site has direct access onto Anita PL and McCord Road and the existing access is adequate.

- *Conformity of the proposal with the City's Comprehensive Plan;*

Finding: As demonstrated in this section of the staff submittal, the City's Comprehensive Plan is satisfied.

- *Adequacy and availability of public facilities and services to service potential development;*

Finding: The Facilities and Services discussion of this submittal demonstrates that public facilities and services are available and are adequate to serve any potential development that could occur under the existing low-density plan designation, though none is proposed.

- *Compliance with applicable sections of Oregon Revised Statutes Chapter 222, and Metro Code 3.09;*

Finding: The only applicable criterion in ORS 222 is that annexed lands be contiguous to the City. The site is a County Island and is contiguous at its border with city property. The Metro Code criteria are set out on page 2 of this submittal. This submittal considers each factor, and the Conclusions and Reasons in the Findings and Reasons demonstrate that these criteria are satisfied.

- *Natural hazards identified by the City, such as wetlands, floodplains, and steep slopes;*

Finding: No natural hazards are identified on the property.

- *Any significant adverse effects on specially designated open space, scenic historic or natural resource areas by urbanization of the subject property at the time of annexation;*

Finding: No adverse effects on the identified resources are apparent. There are no overlay districts that affect the property.

- *Lack of any significant adverse effects on the economic, social and physical environment of the community by the overall impact of annexation."*

Finding: No significant adverse effects have been identified by any necessary party.

The Commission interprets the "community" as including the City of Oregon City and the lands within its urban service area. The City will obtain a small increase in property tax revenues from adding additional assessed value to its tax roll as a result of annexing the territory. The City will also obtain land use jurisdiction over the territory. Finally, it will have service responsibilities including fire, police, and general administration. The City already occasionally delivers police service to the unincorporated area in the course of patrolling to deliver service to the incorporated area. The increases in service responsibilities to the area that result from the annexation are insignificant.

If annexed, the property owner could apply to the City for land use permits, Any impacts on the community that result from approval of development permits are a direct consequence of the

future permit approval, not of the annexation. Before any urban development can occur, the territory must also be annexed to the Tri-City Service District. The City Commission must concur with Tri-City Service District's annexation of the subject property in the enacting ordinance upon voter approval of the city annexation.

Section 8 of the Ordinance states:

"The City Commission shall only set for an election annexations consistent with a positive balance of the factors set forth in Section 6 of this ordinance. The City Commission shall make findings in support of its decision to schedule an annexation for an election."

As analyzed earlier in this submittal, the requirement to refer this annexation to the voters has been superseded by the passage of Senate Bill 1573, which exempts certain annexations from a voter approval requirement provided specific criteria have been met.

FACILITIES AND SERVICES

ORS 195 Agreements. ORS 195 requires agreements among providers of urban services. Urban services are defined as sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit.

Sanitary Sewers. The City of Oregon City provides sanitary sewer service from the 8" PVC sewer main line in Anita PL which is connected to the house via a sewer lateral. The existing sewer main is approximately eight (10) feet deep. Therefore, the stubbed 4-inch lateral is to be deep enough to allow the subject property to flow by gravity to the sanitary sewer system. See Plan A of the issued permit package for as-constructed conditions.

The Tri-City Service District provides sewage transmission and treatment services to the cities of Oregon City, West Linn, and Gladstone. Each City owns and maintains its own local sewage collection system. The District owns and maintains the sewage treatment plant and interceptor system. The three cities are in the District, and as provided in the intergovernmental Agreement between the District and the City, the District does not serve territories outside Oregon City, with one exception.

Before January 1, 1999, state statute (ORS 199) provided that when the territory was annexed to a city that was wholly within a district, the territory was automatically annexed to the district as well. That statute no longer applies in this area. Therefore, each annexation to Oregon City needs to be followed by a separate annexation of the territory to the Tri-City Service District. The City Commission must concur with Tri-City Service District's annexation of the subject property in the enacting ordinance upon voter approval of the city annexation.

The Tri-City Service Water Pollution Control Plant is along Interstate 205 in Oregon City just east of the junction of the Willamette and the Clackamas Rivers. The plant had an average flow capacity of 4.4 million gallons per day (MGD) and a design peak flow capacity of 50.0 MGD and

served a population of 66,500 in the year 2001. However, the facility was expanded in 2012 to increase the available average dry weather capacity to 11.9 MGD and a peak flow of 68.7 MGD. The plant is currently serving a population of 98,000 residents and has expanded solids handling capacity by 2020.

Water. The property is currently being served by Clackamas River Water. The house is connected to Oregon City Water now and when finalized CRW will be disconnected.

Stormwater. No additional development has been proposed. On-site stormwater drainage or discharge to a city or county facility will be required upon future development. Any future development would have to convey site stormwater runoff to the appropriate stormwater system in the area.

Fire Protection. This territory is currently within Clackamas Fire District #1, which serves portions of Clackamas County as well as Oregon City. Oregon Revised Statute 222.120 (5) allows the City to specify that the territory be automatically withdrawn from the District upon approval of the annexation. Staff recommends that the territory not be withdrawn from CFD#1.

Police Protection. The Clackamas County Sheriff's Department currently serves the territory.

The area to be annexed lies within the Clackamas County Service District for Enhanced Law Enforcement, which provides additional police protection to the area. Due to the location being surrounded by Oregon City, Oregon City Police Department already occasionally responds to County emergency calls for the unincorporated area. The impact on police services upon annexation will be negligible. Clackamas County Sheriff's Department will be contacted for comment

According to ORS 222.120 (5), the City may provide in its approval ordinance for the automatic withdrawal of the territory from the District upon annexation to the City. If the territory were withdrawn from the District, the District's levy would no longer apply to the property.

Upon annexation, the Oregon City Police Department will officially serve the property.

Parks, Open Space, and Recreation. The nearest City Park is Wesley Lynn Park, which is just about 1000 Ft from the property. Any further industrial development on the will contribute to Parks System Development Charge. Based on the assessment of the proposed development.

Transportation. Access is provided from McCord Road, and Anita Pl. a collector which is under Clackamas County jurisdiction and Oregon City jurisdiction. Though the Oregon City Municipal Code requires the application of a City zoning designation upon annexation, a zone change may only be initiated with a zone change application, which is accompanied by a required transportation analysis to demonstrate compliance with applicable regulations, such as the

Transportation Planning Rule (TPR). As the applicant is required to initiate annexation due to a failed septic system,

Other Services. Planning, building inspection, permits, and other municipal services will be available to the territory from the City upon annexation.

EXHIBIT A

LANCASTER MOBLEY TRAFFIC STUDY Net change in Dwelling units could be 6 Dwelling units

Emergency Annexation Applicant's final8-17-21FD

**Emergency Annexation and Zone Change
Added Comments and notes Application Narrative**

Item 8a.

Applicant Dan Berge
P.O. Box 1927
Oregon City OR 97045
503 515 5488

Project Information: 19630 S. McCord Rd. Oregon City Or. 97045

GLUA-21-00005 AN-21-00001 XC-21-00002

Existing Conditions:

Emergency Annexation and Zone Change due to a septic failure.

The subject property is located at 19630 S McCord Rd on South side of the property and is a county collector. Anita Pl a City street is on the North side of the property. The subject property is developed with one single-family home and 2 other structures. The rest of the site is vacant. The property is fairly level and is primarily vegetated with grass. There are some trees in the yard of the area around the existing home.

COMPLIANCE WITH OCMC – ZONE CHANGE CRITERIA

17.68.020 Criteria.

Comprehensive Plan.

The criteria for a zone change are set forth as follows:

A. The proposal shall be consistent with the goals and policies of the Comprehensive Plan.

Comment: The following goals and policies of the Comprehensive Plan apply to this zone change application:

Goal (1) Citizen Involvement

Goal 1.2: Ensure that citizens, neighborhood groups and affected property owners are involved in all phases of the comprehensive planning program.

Comment: The City's adopted development ordinances include provisions that ensure that citizens, neighborhood groups, and affected property owners have ample opportunity for participation in zone change applications. Consistent with these provisions, the applicant met with the Neighborhood Association prior to the submittal of this application. This meeting provided attendees with information regarding the proposal and the applicant took comments from the neighbors into consideration in preparing this application. City provisions provide for public notice prior to hearings that will take place before the Planning Commission and City Commission. All

interested persons will have the opportunity to comment in writing or in person through the public hearing process. By following this process, the requirements of this policy are met.

Comment: Attached Exhibit C of the meeting and copy of email to the CIC.

Tower Vista Neighborhood Association

Chair: Jeff Akin, email crobertson@orccity.org for contact information.

Planning Division Contact: Christina Robertson-Gardiner, crobertson@orccity.org or 503.496.1564

Meetings: Meetings are held in conjunction with the Hillendale Neighborhood Association. Contact Jeff Akin for 2021 meeting information.

Goal (2) Land Use

Goal 2.1 Efficient Use of Land Ensure that property planned for residential, commercial, office, and industrial uses is used efficiently, and that land is developed following principles of sustainable development.

Comment: Not Applicable no commercial, office and industrial uses in R6 Zoning.

Goal 2.4 Neighborhood Livability Provide a sense of place and identity for residents and visitors by protecting and maintaining neighborhoods as the basic unit of community life in Oregon City while implementing the goals and policies of the other sections of the Comprehensive Plan.

Policy 2.4.1 Develop local neighborhood plans to strengthen and protect residential neighborhoods and historic areas from infill development, such as development along linear commercial corridors.

Comment: Not applicable, currently no new development is proposed.

Policy 2.4.4 Where environmental constraints reduce the amount of buildable land, and/or where adjacent land differs in uses or density, implement Comprehensive Plan and zoning designations that encourage compatible transitional uses.

Comment: Zoning to the Northwest and North is R 6 currently which is compatible with with R-6 zone change. The rest of the properties are in the Urban Growth Boundary with future zone of R-6, R-8, R-10.

Goal 2.7: 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.

Comment: The Comprehensive Plan Land Use Map designates the subject property for Low Density Residential Development. The R-6 zoning district is a zone that implements this plan designation. Because the subject property is located in a neighborhood where developed properties are zoned R-6, the application of this zoning on the subject property is appropriate.

Policy 2.7.1 Maintain a sufficient land supply within the city limits and the Urban Growth Boundary to meet local, regional, and state requirements for accommodating growth.

Comment: State, County and City have planned sufficient land supply within the city limits and the Urban Growth Boundary to meet local, regional, and state requirements for accommodating growth.

Policy 2.7.2 Use the following 11 land-use classifications on the Oregon City Comprehensive Plan Land-Use Map to determine the zoning classifications that may be applied to parcels:

Comment: R-6, R-8, R-10 can be the zoning classifications that may be applied

Goal (5) Natural Resources

Goal 5.2 Scenic Views and Scenic Sites Protect the scenic qualities of Oregon City and scenic views of the surrounding landscape.

Comment: Currently no new development is proposed.

Goal 5.4 Natural Resources Identify and seek strategies to conserve and restore Oregon City's natural resources, including air, surface and subsurface water, geologic features, soils, vegetation, and fish and wildlife, in order to sustain quality of life for current and future citizens and visitors, and the long-term viability of the ecological systems.

Comment: Currently no new development is proposed.

Policy 5.3.2 Evaluate the establishment of Historic and Conservation Districts to preserve neighborhoods with significant examples of historic architecture in residential and business structures.

Comment: NO Historic and Conservation Districts.

Policy 5.4.4: 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.

Comment: There are no natural resources identified on this property and the proposed zoning is consistent with the Oregon City Comprehensive Plan's land use designation for this site.

Goal (6) Quality of Air, Water and Land Resources

Policy 6.1.1: Promote land use patterns that reduce the need for distance travel by single-occupancy vehicles and increase opportunities for walking, biking and/or transit to destinations such as places of employment, shopping, and education.

Comment: The R-6 density proposed for the subject property will be consistent with this policy. The somewhat higher density of development than the existing County FU-10 or default R-10 City zoning when annexed makes for a more compact land use pattern that reduces the amount of public street per dwelling, thereby reducing travel by single-occupancy vehicles and increased use of alternative modes of transportation.

Policy 6.2.1 Prevent erosion and restrict the discharge of sediments into surface and groundwater by requiring erosion prevention measures and sediment control practices.

Comment: Not applicable, currently no new development is proposed.

Goal 7.1 Natural Hazards

Protect life and reduce property loss from the destruction associated with natural hazards.

Policy 7.1.1 Limit loss of life and damage to property from natural hazards by regulating or prohibiting development in areas of known or potential hazards.

Comment: Not applicable, currently no development.

Policy 7.1.8 Provide standards in City Codes for planning, reviewing, and approving development in areas of potential landslides that will prevent or minimize potential landslides while allowing appropriate development.

Comment: Not applicable, not is slide area and currently no new development is proposed.

Policy 8.1.1 Provide an active neighborhood park-type facility and community park-type facility within a reasonable distance from residences, as defined by the Oregon City Park and Recreation Master Plan, to residents of Oregon City.

Comment: The new Wesley Lynn Park is a short 1000 ft distance away.

Goal (10) Housing

Policy 10.1.3 Designate residential land for a balanced variety of densities and types of housing, such as single-family attached and detached, and a range of multi-family densities and types, including mixed-use development.

Comment: The proposed zone change will change the zoning for this site to match the surrounding R-6 neighborhood. R-6 zoning designations are applied to the adjoining properties on the Northwest and North lines that are developed to urban densities R6. This provides for a balance in the variety of homes in this area of the city.

Goal (11) Public Facilities

Goal 11.1: Serve the health, safety, education, welfare and recreational needs of all Oregon City residents through the planning and provision of adequate public facilities.

Comment: All public facilities necessary to serve this project are available at adequate levels to meet the proposed R-6 zoning.

Policy 11.1.6 Enhance efficient use of existing public facilities and services by encouraging development at maximum levels permitted in the Comprehensive Plan, implementing minimum residential densities, and adopting an Accessory Dwelling Unit Ordinance to infill vacant land.

Goal 11.2: Wastewater

Seek the most efficient and economic means available for constructing, operating, and maintaining the City's wastewater collection system while protecting the environment and meeting state and federal standards for sanitary sewer systems.

Policies

Policy 11.2.2 Plan, operate and maintain the wastewater collection system for all current and anticipated city residents within the existing urban growth boundary. Strategically plan for future expansion areas.

Comment: Since all new development on annexed land is required to connect to the sanitary sewer system, this policy suggests that a measure of the adequacy of the sanitary system should be whether it could serve the potential level of development provided for by the Comprehensive Plan and Zoning designations. The City's sanitary sewer is available to this property.

Policy 11.2.3 Work with Tri-City Service District to provide enough capacity in its collection system to meet standards established by the Oregon Department of Environmental Quality (DEQ) to avoid discharging inadequately treated sewage to surface waters.

Comment: The Tri-City Service District will be provided notice of this annexation. The District responded that it has adequate capacity to serve the annexation. The District provides sewer collection to the Cities of West Linn, Oregon City, and Gladstone. The property owner must initiate the Tri-City Service District annexation after annexation to the City. The City Commission should concur with Tri-City Service District's annexation of the subject property in the ordinance annexing the property.

Goal 11.3: Water Distribution

Seek the most efficient and economic means available for constructing, operating, and maintaining the City's water distribution system while protecting the environment and meeting state and federal standards for potable water systems.

Policies

Policy 11.3.1 Plan, operate and maintain the water distribution system for all current and anticipated city residents within its existing urban growth boundary and strategically plan for future expansion areas.

Comment: Since new development on annexed lands may connect to the city water distribution system, this policy suggests that a measure of the adequacy of the water distribution system should be whether it could serve the potential level of development provided for by the Comprehensive Plan and Zoning designations. The subject lot is connected to the Clackamas River Water distribution system.

Goal 11.4: Stormwater Management

Seek the most efficient and economical means available for constructing, operating, and maintaining the City's stormwater management system while protecting the environment and meeting regional, state, and federal standards for protection and restoration of water resources and fish and wildlife habitat.

Comment: Not applicable, currently no new development is proposed.

Policies

Policy 11.4.1 Plan, operate, and maintain the stormwater management system for all current and anticipated city residents within Oregon City's existing urban growth boundary and strategically plan for future expansion areas.

Policy 11.4.4 Maintain existing drainageways in a natural state for maximum water quality, water resource preservation, and aesthetic benefits.

Comment: Since new development on annexed lands may connect to the city stormwater management system, this policy suggests that a measure of the adequacy of the stormwater management system should be whether the City (or the county stormwater management system in the event that drainage goes to the County) could serve the potential level of development provided for by the Comprehensive Plan and Zoning designations. New development may also have opportunities to provide further protection to preserve water quality. This annexation will not result in any changes to the stormwater drainage

Goal 11.9: Fire Protection

Maintain a high level of fire suppression and emergency medical services capacity.

Policies

Policy 11.9.1 Ensure that all areas, including newly annexed areas, receive fire protection and emergency medical services.

Comment: The property is already within Clackamas County Fire District #1. Fire protection and emergency services will be unaffected by this proposal.

Goal 11.10 Police Protection

Comment: The annexation will be transmitted to Clackamas County Sheriff's Department and Oregon City Police Department for comment. OCPD already responds to priority County emergency calls for the unincorporated area in this location. Clackamas County Sheriff's Department was contacted and had no conflicts with the annexation. Upon annexation, the area would be removed from the Clackamas County Sheriff's Enhanced Law Enforcement District. OCPD should not anticipate any police service problems due to the annexation of this one unit.

The final section of this submittal addresses each urban service to determine whether the services are currently available or can be made available at an adequate level to serve the potential development of the property under the current planning designation and zoning that implements it.

Goal (12) Transportation

Goal 12.6: Develop and maintain a transportation system that has enough capacity to meet users' needs.

Comment:

A. Traffic Assessment Letter was prepared for this project by Lancaster Engineering and is included with this application submittal. This analysis shows adequate capacity exists to serve the proposed development.

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. Service shall be sufficient to support the range of uses and development allowed by the zone. There is no development planned at this time.

Comment: These public facilities and services have been addressed in the discussion of compliance with Goal 11, above. All these services are available and adequate to meet the needs of this property when developed to levels allowed by the R-6 zoning district.

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.

Comment: The capacity of the transportation system is addressed in the Traffic Assessment Letter submitted with this application. As discussed under Goal 12, above, the transportation services are adequate to meet the needs of this property when developed to levels allowed by the R-6 zoning district.

D. Statewide planning goals shall be addressed if the comprehensive plan does not contain specific policies or provisions which control the amendment.

Comment: The statewide planning goals applicable to this proposed zone change have been addressed in specific goals and policies of the Oregon City Comprehensive Plan. City Goals and Policies addressed above are directly applicable to the corresponding statewide planning goals. No further comment is necessary.

As discussed above, the proposed zone change is in conformance with the approval criteria set forth in this chapter of the Oregon City Municipal Code. It would bring the subject property into conformance with the zoning of the adjacent subdivisions and would create a logical zoning pattern. Approval of the zone change would also make for a more efficient use of infrastructure such as streets and utilities and, by adding housing opportunities, would delay the time at which the urban growth boundary would need to be expanded to provide for population growth.

Goal 13.1 Energy Sources Conserve energy in all forms through efficient land-use patterns, public transportation, building siting and construction standards, and city programs, facilities, and activities.

Comment: *Promote land use patterns that reduce the need for distance travel by single-occupancy vehicles and increase opportunities for walking, biking and/or transit to destinations such as places of employment, shopping, and education.* The R-6 density proposed for the subject property will be consistent with this policy. City R-6 zoning makes for a more compact land use pattern that reduces the amount of public street per dwelling, thereby reducing travel by single-occupancy vehicles and increased use of alternative modes of transportation. This is consistent with the City's future plans.

Section 14

Goal 14.3:

Goal 14.3 Orderly Provision of Services to Growth Areas Plan for public services to lands within the Urban Growth Boundary through adoption of a concept plan and related Capital Improvement Program, as amendments to the Comprehensive Plan.

Comment: The proposed annexation and zone change is in conformance with the approval criteria set forth in this chapter of the Oregon City Municipal Code. It would bring the subject property into conformance with the zoning of the adjacent subdivisions and would create a logical zoning pattern. Approval of the zone change would also make for a more efficient use of infrastructure such as streets and utilities and, by adding housing opportunities in the future, would delay the time at which the urban growth boundary would need to be expanded to provide for population growth.

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

Comment: Consistent with the newly added Wesley Lynn Park, ***and the new local bus transportation, walking and bike lanes.***

Comment: § of the Plan is entitled *urbanization*. Several policies in this section are pertinent to the proposed annexations. The following excerpts expand on the City's annexation philosophy and requirements.

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

Applications for annexation, whether initiated by the City or by individuals, are based on specific criteria contained in the City's municipal code. Metro and state regulations promote the timely and orderly provision of urban services, with which inappropriate annexations can conflict. Therefore, an annexation plan that identifies where and when areas might be considered for annexation can control the expansion of the city limits and services to help avoid those conflicts and provide predictability for residents and developers. Other considerations are consistent with the provisions of this comprehensive plan and the City's public facility plans, with any plans and agreements of urban service providers, and with regional annexation criteria.

The City has completed an annexation plan and program for this area. The requirement to refer this annexation to the voters has been superseded by the passage of Senate Bill 1573 as explained earlier in this submittal. This annexation is still sufficiently tied directly to the City's ability to provide services efficiently with the logical extension of physical utility lines as it is adjacent to two city subdivisions that have utilities and street improvements. The proposal does include a zone change.

The following Plan annexation policies are approval criteria for annexations under Criteria 3 of the Metro Code.

Goal 14.4: Annexation of Lands to the City

Annex lands to the City through a process that considers the effects on public services and the benefits to the City as a whole and ensures that development within the annexed area is consistent with the Oregon City Comprehensive Plan, City ordinances, and the City Charter.

The city annexation process is set out in Chapter 14 of the Municipal Code. By requiring compliance with that code, the Metro code, and the statewide planning rules, the City is identifying the potential effects that build-out of the annexed property will have on public services and any benefits to the City as a whole.

Policy 14.4.1 *In order to promote compact urban form to support efficient delivery of public services, lands to be annexed must be within the City's Urban Growth Boundary and must be contiguous to the existing City limits. Long linear extensions, such as cherry stems and flag lots, shall not be considered contiguous to City limits.*

Comment: The proposed property is contiguous to the city limits along all North and West lines. No long linear extensions are proposed. The annexation would not create any islands. The City is requesting to annex the County McCord Rd 40 ft.

Policy 14.4.2 *Concept Plans and Sub-area Master Plans for unincorporated areas within the Urban Growth Boundary shall include an assessment of the fiscal impacts of providing public services to the area upon annexation, including the costs and benefits to the City as a whole.*

Comment: This property is part of the 1979 Urban Growth Boundary and was previously part of the City's existing Comprehensive Plan with a Low-Density Residential land use designation. The property has been included in all of the City's adopted public facilities master plans for sewer, water, stormwater, and transportation. R6 zone change is proposed at this time.

Policy 14.4.3 *When an annexation is requested, the Commission may require that parcels adjacent to the proposed annexation be included to:*

- a) *avoid creating unincorporated islands within the City;*
- b) *enable public services to be efficiently and cost-effectively extended to the entire area; or*
- c) *implement a Concept Plan or Sub-area Master Plan that has been approved by the Commission.*

Comment: This proposed annexation does not create an unincorporated island within the City. There is no development proposed at this time. No additional parcels are anticipated to be annexed to enable more efficient public services at this time.

Policy 14.4.4 *The City may, as provided by state law, provide sewer service to adjacent unincorporated properties when a public health hazard is created by a failing septic tank sewage system; the Commission may expedite the annexation of the subject property into the City, subject to any voter approvals of annexations.*

Comment: A public health hazard existed by the nature of the failing septic system. The property is connecting the City sewer and water system we obtained the proper city and county permits to complete the sewer and water line to the property.

Dan Berge
P.O. Box 1927
Oregon City OR 97045

7/7/2021

Item 8a.

To
Mayor Rachel Lyles Smith and City Commission
Phone Number: 503-496-15005
625 Center St, Oregon City, OR 97045

Ref: Dan Berge Emergency connection due to sewer failure 19630 S. McCord

We are now connected to the sewer with much difficulty taking over one year now.

Property owners who wish to connect their property to the Oregon City sanitary sewer system must annex to the City as a condition of receiving city sewer service. In the case of a failed septic system that requires an expedited review and permit, the applicant may be permitted to hook up to the Oregon City sanitary sewer system now and complete the annexation process as soon as possible. Default zone Comprehensive Plan is LR, R6 R8 R10 when annexed into the city. FU10 is not an Oregon City zone but a County zone which is simply a holding zone until annexed into the City.

Tower Vista Neighborhood Association Meeting

Last night Tower Vista Neighborhood Association meeting went well. We covered the zoning/annexation and the vote was unanimous for R6 zone, Annexation was approved at the last meeting for 19630 S McCord Oregon City.

Traffic Impact Analysis is done by Lancaster Mobley.

Conclusion: Annexation of the property located at 19630 S McCord Road with R-6 Zoning could result in an increase of 4 morning peak, 6 evening peak, and 56 daily trips for the site under the maximum density allowed. The resulting impact on the adjacent roadway network is anticipated to be negligible and the requirements of the TPR are satisfied. 1 Institute of Transportation Engineers (ITE), Trip Generation Manual, 10th Edition, 20

17.68.025 - Zoning for land annexed into the city.

Upon annexation into the city, the property shall be rezoned from county zoning to the corresponding city zoning designation as identified in Table 17.06.030, provided the criteria for a zone change can be met.

17.06.030 - Zoning of annexed areas.

All lands within the urban growth boundary of Oregon City have been classified according to the appropriate city land use designation as noted on the comprehensive plan map (per the city/county urban growth management area agreement). Provided the criteria for a zone change can be met, the zoning classification shall reflect the city land use classification in **Table 17.06.030**.

Table 17.06.030

CITY LAND USE CLASSIFICATIONS

Residential Comprehensive Plan Classification City Zone

Low-density residential R-6, R-8, R-10

Action I am requesting by the City.

I am requesting R6 zone be assigned to 19630 S. McCord. Please respond by email by July 12 2021

Respectfully Submitted,

Dan Berge

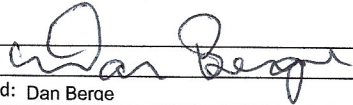


LAND USE APPLICATION FORM

Type I (OCMC 17.50.030.A) ☐ Compatibility Review ☐ Willamette River Greenway ☐ Communication Facility ☐ Lot Line Adjustment ☐ Non-Conforming Use Review ☐ Natural Resource (NROD) Verification ☐ Minor Site Plan & Design Review ☐ Historic Review – Remodel ☐ Detailed Dev. Plan (DDP)	Type II (OCMC 17.50.030.B) ☐ Master Plan / PUD / GDP or Amendment ☐ Detailed Development Plan (DDP) ☐ Floodplain Review ☐ Geologic Hazard Overlay ☐ Minor Partition (<4 lots) ☐ Minor Site Plan & Design Review ☐ Non-Conforming Use Review ☐ Site Plan and Design Review / DDP ☐ Subdivision (4+ lots) ☐ Minor Variance ☐ Natural Resource (NROD) Review ☐ Public Improvement Modification ☐ Willamette River Greenway	Type III / IV (OCMC 17.50.030.C & D.) ☒ Annexation ☐ Code Interpretation / Similar Use ☐ Master Plan / PUD / GDP Amendment ☐ Conditional Use ☐ Comprehensive Plan / Legislative Amendment ☐ Code ☐ Map ☐ Detailed Development Plan DDP ☐ Historic Review ☐ Municipal Code Amendment ☐ Parking Adjustment ☐ Variance ☐ Sign Variance ☐ Natural Resource (NROD) Review ☐ Zone Change (Text/Map) ☐ Willamette River Greenway
ELD Process (OCMC 17.50.030.E) ☐ Expedited Land Division		Legislative Action (OCMC 17.50.170) ☐ Legislative

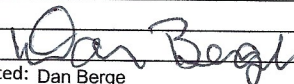
File Number(s):	Application Date: 1/13/2020
Project Name: McCord	
Proposed Land Use or Activity: annexation	# of Lots Proposed (If Applicable):
Physical Address(es) of Site: 19630 S. McCord Oregon City OR 97045	
Clackamas County Map and Tax Lot Number(s): 32E07BD06600	

Applicant(s)

Applicant(s) Signature: 		
Applicant(s) Name Printed: Dan Berge		Date: 1/19/2020
Mailing Address: P.O. Box 1927 Oregon City, OR 97045		
Phone: 503 515 5488	Fax:	Email: orcitus@yahoo.com

Property Owner(s) – See reverse for more than two Owners

Property Owner #1

Property Owner#1 Signature: 		
Property Owner#1 Name Printed: Dan Berge		Date: 1/19/2020
Mailing Address: P.O. Box 1927 Oregon City, OR 97045		
Ownership Address:		
Phone:	Fax:	Email: orcitus@yahoo.com

Property Owner #2

Property Owner#2 Signature:		
Property Owner#2 Name Printed:		Date:
Mailing Address: P.O. Box 1927 Oregon City, OR 97045		
Ownership Address:		
Phone:	Fax:	Email:

Representative(s)

Representative(s) Signature:		
Representative(s) Name Printed:		Date:
Mailing Address: P.O. Box 1927 Oregon City, OR 97045		
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.



LAND USE APPLICATION FORM

Type I (OCMC 17.50.030.A) ☐ Compatibility Review ☐ Willamette River Greenway ☐ Communication Facility ☐ Lot Line Adjustment ☐ Non-Conforming Use Review ☐ Natural Resource (NROD) Verification ☐ Minor Site Plan & Design Review ☐ Historic Review – Remodel ☐ Detailed Dev. Plan (DDP)	Type II (OCMC 17.50.030.B) ☐ Master Plan / PUD / GDP or Amendment ☐ Detailed Development Plan (DDP) ☐ Floodplain Review ☐ Geologic Hazard Overlay ☐ Minor Partition (<4 lots) ☐ Minor Site Plan & Design Review ☐ Non-Conforming Use Review ☐ Site Plan and Design Review / DDP ☐ Subdivision (4+ lots) ☐ Minor Variance ☐ Natural Resource (NROD) Review ☐ Public Improvement Modification ☐ Willamette River Greenway ELD Process (OCMC 17.50.030.E) ☐ Expedited Land Division	Type III / IV (OCMC 17.50.030.C & D.) ☐ Annexation ☐ Code Interpretation / Similar Use ☐ Master Plan / PUD / GDP Amendment ☐ Conditional Use ☐ Comprehensive Plan / Legislative Amendment ☐ Code ☐ Map ☐ Detailed Development Plan DDP ☐ Historic Review ☐ Municipal Code Amendment ☐ Parking Adjustment ☐ Variance ☐ Sign Variance ☐ Natural Resource (NROD) Review ☒ Zone Change (Text/Map) ☐ Willamette River Greenway Legislative Action (OCMC 17.50.170) ☐ Legislative
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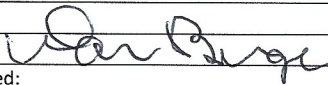
File Number(s):	Application Date: 7/16/2021
Project Name: McCord	
Proposed Land Use or Activity: Zone Change	# of Lots Proposed (If Applicable):
Physical Address(es) of Site: 19630 S. McCord Rd. Oregon City Or 97045	
Clackamas County Map and Tax Lot Number(s): 32E09A 00600	

Applicant(s)

Applicant(s) Signature: Dan Berge	
Applicant(s) Name Printed: Dan Berge	Date: 7/16/2021
Mailing Address: P.O. Box 1927 Oregon City OR 97045	
Phone: 503 515 5488	Fax: Email: orcitus@yahoo.com

Property Owner(s) – See reverse for more than two Owners

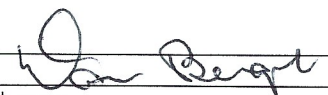
Property Owner #1

Property Owner#1 Signature: 	
Property Owner#1 Name Printed:	Date:
Mailing Address: P.O. Box 1927 Oregon City OR 97045	
Ownership Address: 19630 S. McCord Oregon City or 97045	
Phone: 503 515 5488	Fax: Email: orcitus@yahoo.com

Property Owner #2

Property Owner#2 Signature:	
Property Owner#2 Name Printed:	Date:
Mailing Address: P.O. Box 1927 Oregon City OR 97045	
Ownership Address:	
Phone:	Fax: Email:

Representative(s)

Representative(s) Signature: 	
Representative(s) Name Printed: Same	Date:
Mailing Address: P.O. Box 1927 Oregon City OR 97045	
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.

GRANTOR:

4P
 Dan Berge
25071 S. Beeson Rd.
P.O. Box 1927
 Oregon City, OR 97045

GRANTEE:

City of Oregon City
625 Center Street
P.O. Box 3040
 Oregon City, OR 97045
 Attn: Katie Riggs, City Recorder

MAIL TAX STATEMENTS TO:

No change requested.

Clackamas County Official Records
 Sherry Hall, County Clerk

2021-016895



\$108.00

02429351202100168950040045

02/18/2021 10:24:05 AM

D-ANXCON Cnt=1 Stn=2 COUNTER3
 \$20.00 \$16.00 \$62.00 \$10.00

AFTER RECORDING, RETURN TO:

Aaron Parker
 City of Oregon City
625 Center Street
P.O. Box 3040
 Oregon City, OR 97045
 Attn: Katie Riggs, City Recorder

FOR: GLUA 19-00012

CITY OF OREGON CITY
 SANITARY SEWER CONNECTION AND ANNEXATION COMPLIANCE AGREEMENT

ANNEXATION COMPLIANCE AGREEMENT ("Agreement") is made and entered into effective this 17th day of February, 2021, by and between the CITY OF OREGON CITY, a municipal corporation of the State of Oregon (City), and **DAN BERGE** (Applicant).

RECITALS

A. The City is required to mandate connection to City service by the State if a sewer main is both physically and legally available to a property. Physically available is defined as within 300 feet of the property line. Legally available is defined as the sewerage system owner (City) is willing or obligated to provide sewer service. (OAR 340-071-0160 (4)(f))

B. On February 12, 2019 the City received notice that the applicant's septic system had failed from Clackamas County Wastewater Environmental Services (WES) and provided notice that a sanitary sewer connection was physically available within 300 feet of the property.

C. As Oregon City continues to grow, it must manage the growth for the benefit of its citizens and businesses. The Goals and Policies of the Comprehensive Plan were adopted to ensure that the city grows in ways that are fiscally sound, results in high-quality development, allow services to be provided efficiently and protect natural resources. Oregon City will urbanize in a thoughtful and deliberate manner to protect, preserve, and enhance the positive facets of city life.

D. Policy 11.1.3 of the Comprehensive Plan states that the City is to "Confine urban public facilities and services to the city limits except where allowed for safety and health reasons in accordance with state land-use planning goals and regulations" and provides additional guidance in this manner.

SANITARY SEWER CONNECTION AND ANNEXATION COMPLIANCE AGREEMENT

Page 127

CITY

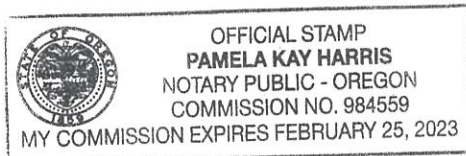
Accepted by the City of Oregon City

By: [Signature]
 Laura Terway, AICP Community Development Director

By: [Signature]
 Dayna Webb, P.E., City Engineer

STATE OF OREGON)
 County of Clackamas) ss.

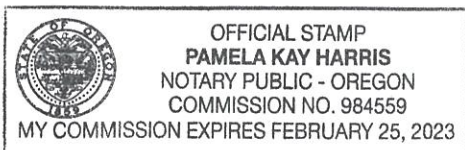
The foregoing instrument was acknowledged before me this 17th day of February 2021, by Laura Terway, as AICP Community Development Director for the City of Oregon City.



[Signature]
 Notary Public for State of Oregon
 My commission expires: 2/25/23

STATE OF OREGON)
 County of Clackamas) ss.

The foregoing instrument was acknowledged before me this 17th day of February 2021, by Dayna Webb, P.E., as City Engineer for the City of Oregon City.



[Signature]
 Notary Public for State of Oregon
 My commission expires: 2/25/23

EXHIBIT A
(Legal Description)

PARCEL I:

A tract of land, being all of that tract of land described by Deed Document No. 2001-046024, Clackamas County Deed Records and portion of that tract of land described in Deed Document No. 2005-027994, Clackamas County Deed Records, located in the S.S. White Donation Land Claim No. 41 in the Southwest one-quarter of Section 7, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point on the Southeasterly line of the S.S. White Donation Land Claim No. 41 which is South 42°30'35" West, 44 chains (2,904.00 feet) from the most Easterly corner thereof; thence North 47°31'40" West along the centerline of McCord Road, 205.00 feet; thence North 42°30'35" East, 20.00 feet to the intersection of the Northeast right-of-way line of McCord road and the Southeast line of that tract of land described in Deed Document No. 2001-046024, Clackamas County Deed Records, said point being the true point of beginning; thence North 47°31'40" West along the Northeast right-of-way line of McCord Road, 200.94 feet to the most Southerly of that tract corner of land described in Deed Document No. 92-81979, Clackamas County Deed Records; thence North 42°30'35" East along the most Southwesterly portion of the southeast line of said Document No. 92-81979 tract, 235.00 feet to interior angle thereof; thence South 47°31'40" East along the Southwest boundary lines of said Document No. 92-81979 Tract and that tract described in Deed Document No. 87-03341, Clackamas County Deed Records, 175.00 feet to the most northerly corner of that tract of land described in Deed Document No. 88-36796, Clackamas County Deed Records; thence South 42°30'35" West along the Northwest line of said Document No. 88-36796 Tract, 106.00 feet to the most Westerly corner thereof; thence South 47°31'40" East along the Southwest line of that tract described in said Deed Document No. 88-36796 tract, 23.72 feet to a fence line; thence South 41°31'35" West along said fence line and its Southwesterly extension, 129.02 feet to the Northeast right-of-way line of McCord Road; thence North 47°31'40" West along the northeast right-of-way line of McCord Road, 25.94 feet to the true point of beginning.

PARCEL II:

A tract of land, being a portion of that tract of land conveyed to Richard Wayne Wallace and Kathy Jean Wallace, husband and wife, on September 7, 1988 by Deed Document No. 88-36796, Clackamas County Deed Records, located in the S.S. White Donation Land Claim No. 41 in the Southwest one-quarter of Section 7, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point on the southeasterly line of S.S. White Donation Land Claim No. 41 which is South 42°30'35" West, 44 chains (2,904.00 feet) from the most easterly corner thereof; thence North 47°31'40" West along the centerline of McCord Road, 380.00 feet; thence North 42°30'35" East along the northwest line of that tract of land conveyed to Bill Creel and Dana Creel on September 10, 2008 by Deed Document No. 2008-063341, Clackamas County Deed Records, 255.00 feet to a five-eighths inch diameter iron rod with a yellow plastic cap marked 'Love Land Surveys' at the most northerly corner thereof; thence South 47°31'40" East along the northeast line of said Document No. 2008-063341 tract, 175.00 feet to a five-eighths inch diameter iron rod with a yellow plastic cap marked 'Love Land Surveys' at the most westerly corner thereof; said iron rod being the True Point of Beginning; thence South 42°30'35" West along the Southeast line of said Document No. 2008-063341 tract, 106.00 feet to a five-eighths inch diameter iron rod with a yellow plastic cap marked 'Love Land Surveys' at an interior angle corner; thence South 47°31'41" East along the southwest line of said Document No. 88-36796 tract, 23.72 feet to a five-eighths inch diameter iron rod with a yellow plastic cap marked 'Love Land Surveys'; thence North 41°31'35" East, 106.01 feet to a five-eighths inch diameter iron rod with a yellow plastic cap marked 'Township Surveys' at a point on the northeast line of said Document No. 88-36796 tract; thence North 47°31'40" West along the northeast line of said Document No. 88-36796 tract, 21.90 feet to the true point of beginning.

Pete Walter

From: Englebert, Erik <EEnglebert@clackamas.us>
Sent: Thursday, January 21, 2021 3:27 PM
To: Pete Walter; Wonsley, Shelby
Cc: Aaron Parker; Josh Wheeler
Subject: RE: 19630 S McCord Road

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

Hi Pete,

Shelby asked me to get back to you on this project, now that we have some additional information from the property owner.

As I understand it, the property owner approached us last year to apply for a permit to replace a failing septic tank, and had stated that sewage was backing up into the home at the time. A sewage back up into a home is a serious health threat, meets the definition of a failed septic system shown in OAR 340-071-0100(65), and should be addressed as soon as is practicable.

As part of the repair permit application process, the property owners were told to obtain a sewer availability worksheet showing that sewer was not legally and physically available. However, sewer was available, which precludes us from accepting an application or issuing a repair permit under DEQ rules. The property owner then contacted a septic contractor to have the septic system decommissioned in anticipation of connecting to sewer. Normally, depending on the nature of the failure, we have the outlet of the tank sealed, the tank pumped completely, and then used as a holding tank with periodic pumping until the home can be connected to a sewer system. This at least can allow the home to be used while the particulars of the sewer connection are worked out. In this case, however, it appears the owners instead took the step of decommissioning the system without first having a viable plan for sewer service to the home. This step put them in violation of OAR 340-071-0130(9), requiring that all plumbing fixtures be connected to a viable sewer system (area wide or onsite).

Unfortunately, because we were not able to accept the application as a result of sewer being available, we do not have a record of the information that the owner submitted last year when they attempted to apply for the repair permit. However, without a viable sewerage system, we would view the home as currently uninhabitable.

Let me know if you have any questions on the above items or questions on our permitting process in these cases.

Best,

Erik Englebert, MS, REHS

Supervisor

Clackamas County Onsite Wastewater Systems Program

150 Beaver Creek Rd

Oregon, City, OR 97045

eenglebert@clackamas.us

From: Pete Walter <pwalter@orccity.org>
Sent: Thursday, January 21, 2021 10:17 AM
To: Wonsley, Shelby <SWonsley@clackamas.us>
Cc: Aaron Parker <aparker@orccity.org>; Josh Wheeler <jwheeler@orccity.org>; Englebert, Erik <EEnglebert@clackamas.us>
Subject: RE: 19630 S McCord Road

The owner is Dan Berge
 Phone: 503 515 5488
 Email: orccityus@yahoo.com

Thank you.

Peter Walter, AICP, Senior Planner (he / him / his)
 City of Oregon City
 (503) 496-1568 *Desk*
 (503) 867-2574 *Mobile*

From: Wonsley, Shelby <SWonsley@clackamas.us>
Sent: Thursday, January 21, 2021 10:11 AM
To: Pete Walter <pwalter@orccity.org>
Cc: Aaron Parker <aparker@orccity.org>; Josh Wheeler <jwheeler@orccity.org>; Englebert, Erik <EEnglebert@clackamas.us>
Subject: RE: 19630 S McCord Road

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

Pete,

We are going to need to do a little more research on this property to confirm if this was an emergency or not. I am going to reach out to the septic contractor to see if they know more information. Do you have contact information for the property owner? I would also like to reach out to the owner.

Shelby Wonsley
 Permit Technician
 Septic & Onsite Wastewater Systems Program
 Department of Transportation & Development
 Clackamas County

From: Pete Walter <pwalter@orccity.org>
Sent: Thursday, January 21, 2021 9:32 AM
To: Wonsley, Shelby <SWonsley@clackamas.us>
Cc: Aaron Parker <aparker@orccity.org>; Josh Wheeler <jwheeler@orccity.org>
Subject: RE: 19630 S McCord Road

Warning: External email. Be cautious opening attachments and links.

Good morning Shelby,

Thanks for responding to my inquiry so quickly. I understand this is a little confusing. Oregon City has a policy of allowing expedited annexation for qualifying situations where we can allow sewer hook-up prior to approval of an annexation. We refer to these as "emergency sewer annexations" and allows the annexation to go straight to the City Commission and bypass the planning commission, which is the normal, non-emergency process. The owner did not provide evidence that the septic system failed at any point, only that it has been decommissioned.

This may seem like a minor distinction but it is an issue of fairness with respect to applicants who are annexing with the intent to redevelop as opposed to those who just need to hook up to sewer. It also makes the difference between the City issuing the permit to hook-up now, or making the owner wait until after the annexation is approved.

I guess what I am asking is whether there was an emergency prior to the decommissioning.

Pete Walter

Peter Walter, AICP, Senior Planner (he / him / his)
City of Oregon City
(503) 496-1568 *Desk*
(503) 867-2574 *Mobile*

From: Wonsley, Shelby <SWonsley@clackamas.us>
Sent: Thursday, January 21, 2021 9:15 AM
To: Pete Walter <pwalter@orccity.org>
Subject: RE: 19630 S McCord Road

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

Hi Pete,

I am a little confused by this situation. The decommissioning paperwork you attached is from May 2020. If the system was decommissioned in May what have they been doing for sewage disposal over the last 8 months? Our assumption is when a system is decommissioned it is because sewer connection has been made. If the owner does not have a septic system I would think that would qualify as an emergency.

Sincerely,

Shelby Wonsley
Permit Technician
Septic & Onsite Wastewater Systems Program
Department of Transportation & Development
Clackamas County

From: Pete Walter <pwalter@orccity.org>
Sent: Wednesday, January 20, 2021 3:22 PM
To: SoilsConcern <SoilsConcern@clackamas.us>
Subject: 19630 S McCord Road

Good afternoon,

We have received a request from the owner of 19630 S. McCord Road to hook up to city sewer. In order to hook-up to city sewer and receive other city services, Dan Berge needs to apply for annexation.

Mr. Berge provided a copy of the attached certification of existing system decommissioning. However, we are attempting to obtain proof from either the County or from Mr. Berge that the septic system that was decommissioned was triggered by an immediate public health concern due to some part of the septic system failing, in which case we can issue a sewer permit immediately and expedite his annexation process. If there was no emergency, then we would process Mr. Berge's annexation the same way we would any other.

Please can the County provide any documentation that supports this?

Thanks,

Pete Walter

Peter Walter, AICP, Senior Planner

He/him/his pronouns ([learn about gender pronouns here](#))

695 Warner Parrott Rd, Oregon City, OR 97045

(503) 867-2574 *Mobile*

(503) 496-1568 *Desk*

(503) 722-3789 *Main Office*

Today in Black History

[What's your Vision for Oregon City?](#)



[Interactive Maps and Apps](#)

[On-Line Submittal of Land Use Applications](#)

[COVID-19 \(Coronavirus\) Information](#)

The City of Oregon City is open for business and continues to offer services and programs online and virtually. Some City facilities are open to the public, find current openings [here](#), we encourage visitors to wear a mask, practice physical distancing, and reschedule in-person visits if you are feeling unwell.

The City has installed additional shielding and is providing hand sanitizer as well as occupancy limits to ensure our staff and visitors have a safe, no touch experience. Our goal is to be responsive to our community throughout this pandemic; we appreciate your understanding and cooperation.

PUBLIC RECORDS LAW DISCLOSURE: This e-mail is subject to the State Retention Schedule and may be made available to the public.

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Permit #: P0207720
Type: Plumbing / Plumbing
Status: Issued
Valuation: \$0.00
Address: 19630 S MCCORD RD OREGON CITY, OR 97045

Applied: 08/19/2020
Approved: 08/19/2020
Final:
Expiration: 2/14/2021

Applicant: BERGE DAN 503-515-5488
Owner: BERGE DAN
Contractor: HOMEOWNER DOING WORK

Certificate of Occupancy Required:

Parcel: 32E07BD06600
Entered By: TMORELAND
Insp Area:
Printed: 08/19/2020
Description: HOOKUP HOUSE TO CITY WATER AND SEWER - APPROX 100 FT WATER & 240 FT SEWER
Conditions:

Class:
Occupancy:
Units: Bldgs:
Violation:

NOTICE: The County in its review and approval of this application is not authorizing any activity that may result in a violation of the federal Endangered Species Act (ESA). You are specifically put on notice that it is your responsibility to determine whether activities undertaken pursuant to an approval result in conflict with the provisions of the ESA. It is further your responsibility to ensure that all activities taken pursuant to an approval are designed, constructed and maintained in a manner that does not violate the ESA or any other applicable federal, state or local law.

SFR/Dup 1st Unit(sqft):

Additional Unit(sqft):

Sanitary Sewer Ft	240	\$258.00
Water System	100	\$145.00
State Surcharge	1	\$48.36
Total Fees:		\$451.36
Total Payments:		\$451.36
Balance Due:		\$0.00

Our goal is to provide you with excellent service. If you would like to discuss your experience with us, contact one of our Customer Service Specialists at 503-742-4400, dtdcustomerinfo@clackamas.us or simply fill out our online survey at <https://www.surveymonkey.com/s/cccustomersurvey>

DAN JOHNSON
DIRECTORDEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045**CERTIFICATION OF EXISTING SYSTEM
DECOMMISSIONING**

SEPTIC PERMIT NUMBER: ST0 _____

T. 3 S.; R. 2 E.; Sec. 07BD; Tax Lot 6600The street address for the property is 19630 S McCord Rd.

By my signature, I certify that the existing (select one or more of the following)

☒ Septic tank ☐ Seepage Pit ☐ Cesspool

was decommissioned in accordance with established standards of the Department of Environmental Quality (DEQ). The DEQ standards require the above selected items to be:

- A) Pumped by a licensed sewage disposal pumping service to remove all septage;
B) Filled with reject sand, bar run gravel or other material acceptable to the County, OR
the tank must be removed and properly disposed.

The septage was pumped by American On Site
(Company Name of the septage pumping business)Signature: [Signature]Date: 5-28-2020

- Attach a copy of the pumping receipt.
- Remit completed form to:

Clackamas County DTD
Septic and Onsite Wastewater Systems
150 Beaver Creek Road
Oregon City, Oregon 97045Or, submit via FAX: (503) 742-4550 or email soilsconcern@clackamas.us

soilsconcern@clackamas.us

phone: 503-742-4740

fax: 503-742-4550

CERTIFICATION
OF
EXISTING SYSTEM DECOMMISSIONING

SEPTIC PERMIT NUMBER: ST 0 _____

T. 3 S.; R. 2 E.; Sec. 07BD; Tax Lot 6600

The street address for the property is 19630 S McLeod Rd.

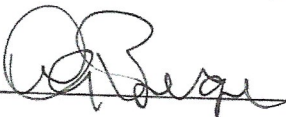
By my signature, I certify that the existing (select one or more of the following)

☒ Septic tank [] Seepage Pit [] Cesspool

was decommissioned in accordance with established standards of the Department of Environmental Quality (DEQ). The DEQ standards require the above selected items to be:

- A) pumped by a licensed sewage disposal pumping service to remove all septage;
B) filled with reject sand, bar run gravel or other material acceptable to the County, **OR**
the tank must be removed and properly disposed.

The septage was pumped by American On Site
(Company Name of the septage pumping business)

Signature: 

Date: 5-28-2020

- Attach a copy of the pumping receipt.
- Remit completed form to:

Clackamas County DTD
Septic and Onsite Wastewater Systems
150 Beaver Creek Road
Oregon City, Oregon 97045

Or, submit via FAX: (503) 742-4550

INVOICE



Billed On 05/28/2020
 Invoice # 452-2366
 Unit #
 Due Date 05/29/2020

Check payable to:

American On Site
 31881 S HWY 213, Molalla, OR, 97038
 License #: 158543
 Phone #: (503) 829-7600

Billed To:

Dan Berge

po Box 1927,

Oregon City, OR, 97045

Job Address:

19630 South McCord Road,
 Oregon City, OR, 97045

Payment Method:

Credit Card

PAID

\$990.00

Activity	Qty	Rate	Amount
Services			
97045 Standard - Pumped 1000 gallons	1	450.00	450.00
Services			
97045 Standard - Pumped 1000 gallons	1	450.00	450.00
Services			
Dig & Locate - Digging and Locating	1	90.00	90.00
Total			\$990.00
Amount Paid			-\$990.00
Applied Credits			-\$0.00
Amount Due			\$0.00

Note:

Terms: Payment is due now. For payment, please mail a check or call with bank card information. If paying with bank card, 1.5% service fee will be added to amounts over \$1000.00

2% finance charge shall be charged monthly on all accounts 30 days past due.

Should this account be placed in the hands of an attorney for collection, customer will be charged a reasonable amount to cover American On Site's attorney fees and collection costs even if no suit or action is filed.

Thank You

From: Jeff Akin <jeff.t.akin@gmail.com>

Date: May 11, 2021 at 11:30:23 AM PDT

To: Pete Walter <pwalter@orcity.org>, Dan B <orcityus@yahoo.com>

Subject: Re: AN-21-00001 - Annexation for connection to City Sewer - 16360 S. McCord Rd

Item 8a.

Dan and Pete,

The Tower Vista Neighborhood Association steering committee reviewed and discussed this as our next General Meeting is not until July 6th. We have no concerns and support the annexation of the property described in the application.

Thank you,

Jeff Akin

Chair, Tower Vista Neighborhood Association

Mobile: (503) 409-9894

Re: NA meeting

From: Jeff Akin (jeff.t.akin@gmail.com)

To: orcityus@yahoo.com

Date: Monday, July 12, 2021, 11:26 AM PDT

Those are good notes. You can try moving forward with them. I imagine they're going to want to NA Minutes, so I'll keep on Erik to try and get those.

Jeff

On Jul 12, 2021, at 10:52 AM, Dan B <orcityus@yahoo.com> wrote:

Copy of my draft notes for last meeting. Does it look OK with you

Dan 503 515 5488

<ocmeetingnotesNA2.pdf>

NA meeting

From: Dan B (orcityus@yahoo.com)

To: jeff.t.akin@gmail.com

Date: Monday, July 12, 2021, 10:52 AM PDT

Copy of my draft notes for last meeting. Does it look OK with you

Dan 503 515 5488



ocmeetingnotesNA2.pdf

22.5kB

7/12/21

Ref: Recap of **Hillendale/Tower Vista Neighborhood Association** regarding septic failure Annexation and rezoning to R6 of my property at 19630 S. McCord, Oregon City.

Meeting date and time: Tuesday, 07/05/2021 – 7:00 PM

Hillendale/Tower Vista Neighborhood Association chaired by Jeff Akin

Dan Berge: Notes for the portion of the meeting that referred to annexation and zone change.

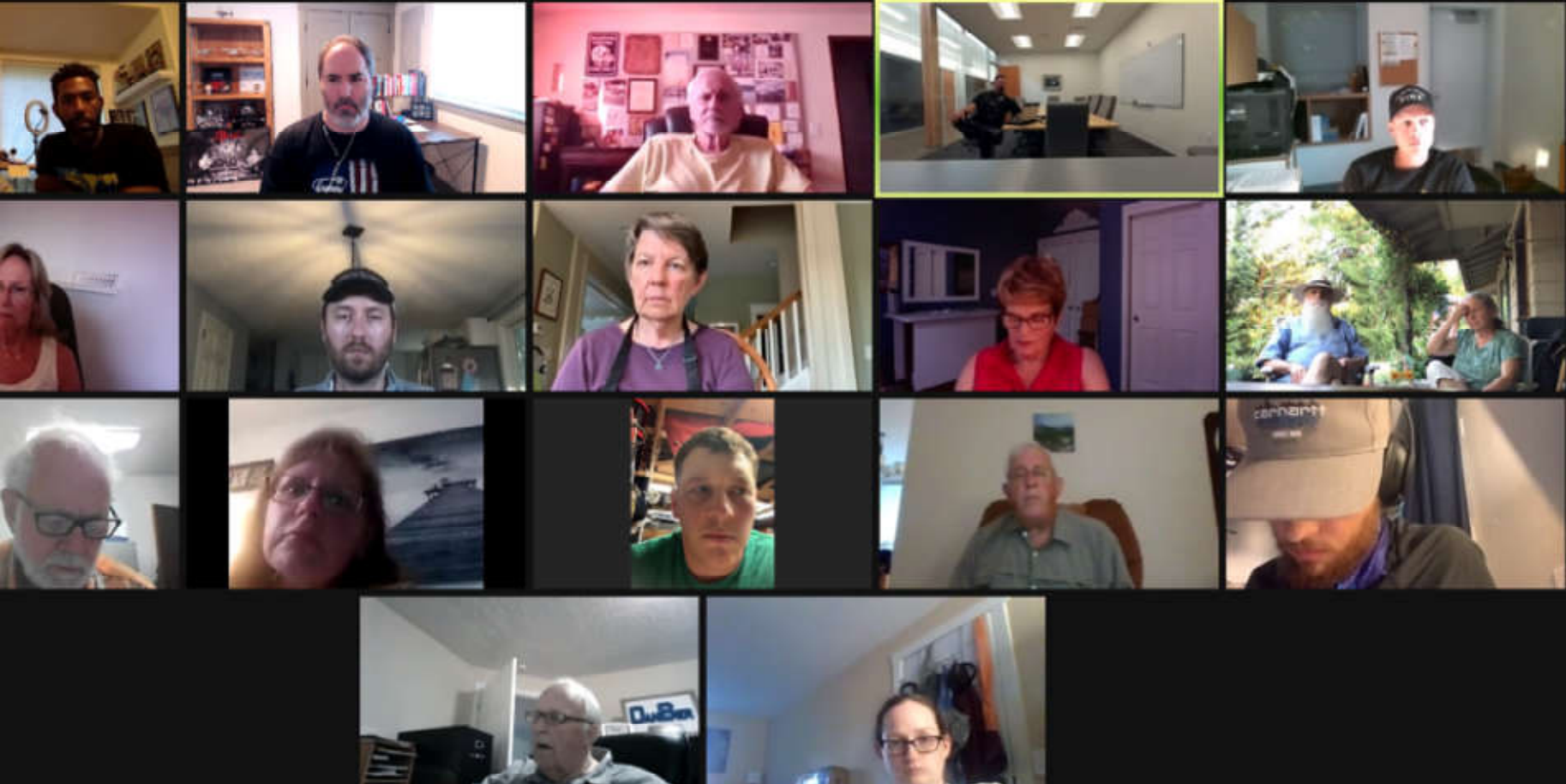
Jeff Akin did an overview of what has happened in the past meetings and emails concerning the annexation, sewer failure and zone change.

Dan Berge was asked by the Association member about the zoning he wanted, he said R6. He was asked what the “R” meant. Dan stated the “R” meant Residential. Dan Berge was asked if that meant there would be no commercial activities in residential. Dan responded yes -no commercial activities.

The Association then voted and approved R6 zoning for the property. It was
unanimous for yes.

Signed Dan Berge

Zoom Meeting



Participants

Search

- Jeff Akin (He/Him)
- Erik Hopwood - H
- JF John Fetzer
- MN Margie N.
- SR Spencer Rohde
- William Gifford
- HK Harry Kylio
- J John
- AW Anthony Wharff
- DB Dan Berge
- d david
- e ezra
- HP Hunter Pico
- i(iPad (4)
- KC Kim C.

Invite

Zoom Meeting

Participants

Search

- Jeff Akin (He/Him)
- Erik Hopwood - H
- JF John Fetzer
- MN Margie N.
- SR Spencer Rohde
- William Gifford
- HK Harry Kylio
- J John
- AW Anthony Wharff
- DB Dan Berge
- d david
- e ezra
- HP Hunter Pico
- i(iPad (4)
- KC Kim C.

Invite

Laura Terway

From: Dan B <orcityus@yahoo.com>
Sent: Monday, August 9, 2021 8:38 AM
To: Laura Terway
Subject: Re: CIC Bob Lasalle McCord Oregon City

You already got this one. CI Letter

Dan

On Friday, July 16, 2021, 09:08:08 AM PDT, Dan B <orcityus@yahoo.com> wrote:

----- Forwarded Message -----

From: Dan B <orcityus@yahoo.com>
To: jeanbob06@comcast.net <jeanbob06@comcast.net>
Sent: Tuesday, July 13, 2021, 01:56:30 PM PDT
Subject: CIC Bob Lasalle McCord Oregon City

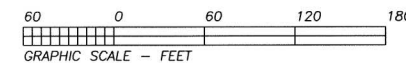
Dan Berge 503 515 5488
19630 S. McCord Oregon City OR 97045

Bob Lasalle CICjeanbob06@comcast.net

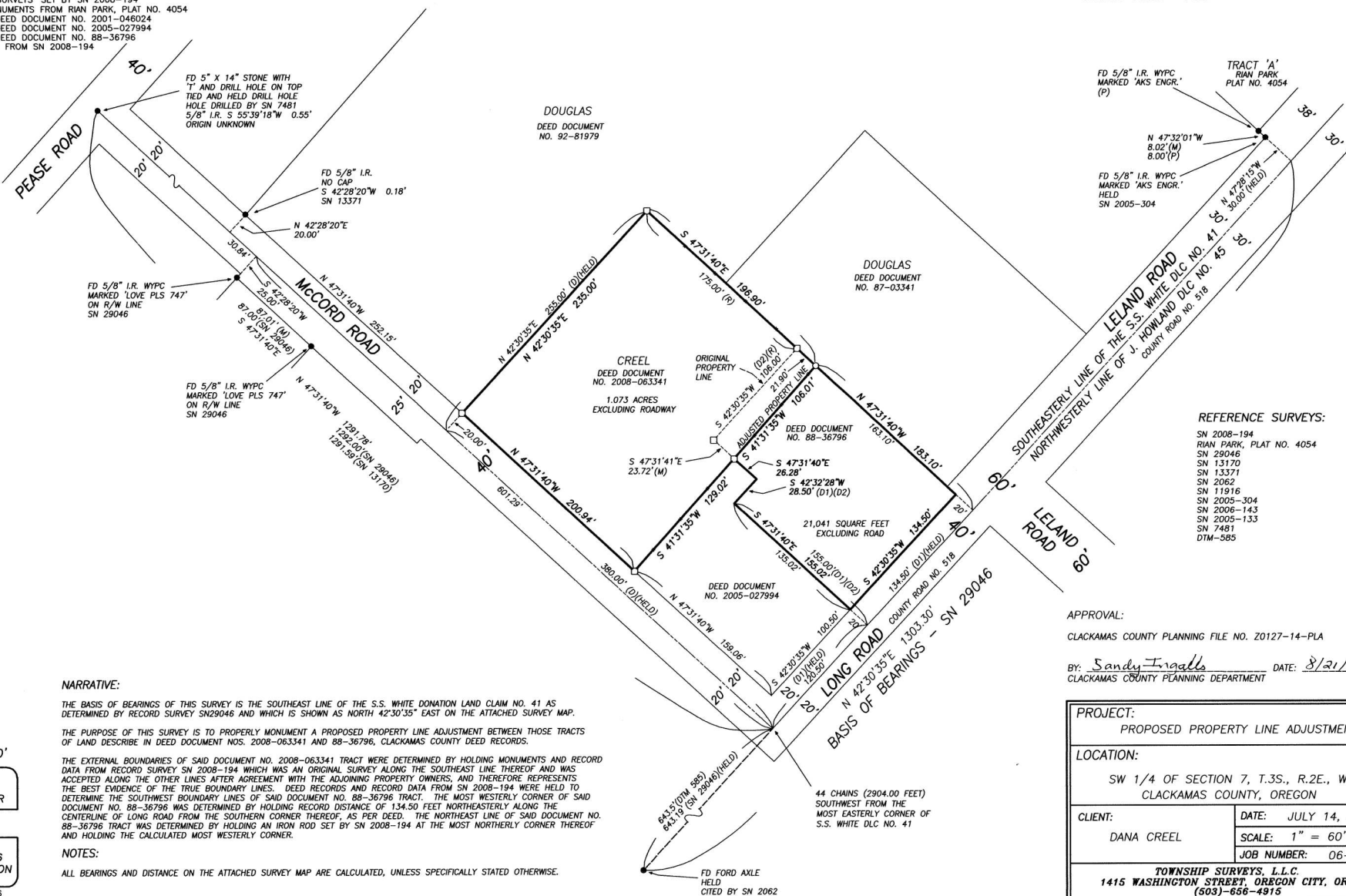
Sending you the document from Hillendale/Tower Vista Neighborhood Association, my meeting notes and copy of Jeff Akin sign in.
This is for my filing with Oregon City annexation and zone change requirements.

Dan

CLACKAMAS COUNTY SURVEYOR

 RECEIVED: 7-25-14
 ACCEPTED FOR FILING: 9-4-14
 SURVEY NUMBER: SN2014-172


- LEGEND**
- MONUMENT FOUND AS NOTED
 - 5/8" X 30" IRON ROD SET WITH YELLOW PLASTIC CAP MARKED "TOWNSHIP SURVEYS" MONUMENTS SET JULY 21, 2014
 - (M) MEASURED DATA
 - (H) MONUMENT OR OTHER DATA USED FOR CONTROL
 - FD FOUND
 - I.P. IRON PIPE
 - I.R. IRON ROD
 - WYPC WITH YELLOW PLASTIC CAP
 - CL CENTER LINE
 - R/W RIGHT OF WAY
 - (SN XXXX) RECORD SURVEY NUMBER ON FILE AT CLACKAMAS COUNTY SURVEYOR'S OFFICE
 - FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "LOVE LAND SURVEYS" SET BY SN 2008-194
 - (P) DATA OR MONUMENTS FROM RIAN PARK, PLAT NO. 4054
 - (D) DATA FROM DEED DOCUMENT NO. 2001-046024
 - (D1) DATA FROM DEED DOCUMENT NO. 2005-027994
 - (D2) DATA FROM DEED DOCUMENT NO. 88-36796
 - (R) RECORD DATA FROM SN 2008-194


 APPROVAL:
 CLACKAMAS COUNTY PLANNING FILE NO. Z0127-14-PLA

 BY: Sandy Truitt DATE: 8/21/14
 CLACKAMAS COUNTY PLANNING DEPARTMENT

PROJECT: PROPOSED PROPERTY LINE ADJUSTMENT	
LOCATION: SW 1/4 OF SECTION 7, T.3S., R.2E., W.M. CLACKAMAS COUNTY, OREGON	
CLIENT: DANA CREEL	DATE: JULY 14, 2014 SCALE: 1" = 60' JOB NUMBER: 06-4474
TOWNSHIP SURVEYS, L.L.C. 1415 WASHINGTON STREET, OREGON CITY, OR 97045 (503)-656-4915	

CLACKAMAS COUNTY SURVEY

RECEIVED: 2-19-15

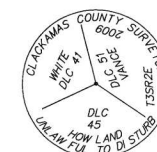
ACCEPTED FOR FILING: 6-24-15

SURVEY NUMBER: SN2015-130

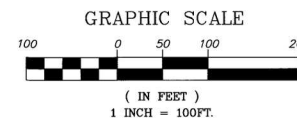
RECORD OF SURVEY

LOCATED IN THE S.S. WHITE DLC NO. 41,
IN THE N.E., N.W., S.E. & S.W. 1/4 OF SECTION 7, T.3S., R.2E., W.M.,
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON
JUNE 16, 2015 SCALE 1"=100'

SURVEY PERFORMED FOR: ICON CONSTRUCTION



"A"
HELD
FD 3-1/4" BRONZE DISC
U.S.B.T. ENTRY 2009-035



LEGEND:

- SET 5/8" x 30" IRON ROD W/ RED PLASTIC CAP MARKED "CENTERLINE CONCEPTS" ON JUNE 16, 2015
- FOUND MONUMENT AS NOTED
- FOUND 5/8" IRON ROD W/ ORANGE PLASTIC CAP MARKED "HHPR INC." FROM "PAVILION PARK"
- ▲ FOUND 5/8" IRON ROD W/ YELLOW PLASTIC CAP MARKED "AKS ENGR." FROM "RIAN PARK"
- ✦ FOUND 5/8" IRON ROD W/ YELLOW PLASTIC CAP MARKED "LOVE LAND SURVEYS" FROM SN 2008-194
- ✦ FOUND 5/8" IRON ROD W/ 1-1/2" ALUMINUM CAP MARKED "HHPR INC." FROM "PAVILION PARK"

SNFV = SEARCHED FOR, NOT FOUND
() = RECORD DISTANCES & BEARINGS
(C) = CALCULATED
IR = IRON ROD IP = IRON PIPE
FD = FOUND W/ WITH
YPC = YELLOW PLASTIC CAP
R/W = RIGHT OF WAY
SN = SURVEY NUMBER CLACKAMAS COUNTY SURVEYOR'S OFFICE
OU = ORIGIN UNKNOWN
ALU = ALUMINUM CAP
MB = MONUMENT BOX
P1 = "MILLOW RUN ESTATES"
P2 = "PAVILION PARK"
P3 = "RIAN PARK"
D1 = DOCUMENT NO. 2003-106538
D2 = DOCUMENT NO. 87-003341
D3 = DOCUMENT NO. 98-101393
D4 = DOCUMENT NO. 98-064521
S1 = SN 2014-172

SIGNED ON: 6/18/2015

REGISTERED
PROFESSIONAL
LAND SURVEYOR

John V. Thatcher
OREGON
JULY 19, 1994
JOHN V. THATCHER
02681

RENEWS JULY 01, 2016

CENTERLINE CONCEPTS
LAND SURVEYING, INC.
729 MOLALLA AVE., SUITE 1 & 2
OREGON CITY, OREGON 97045
PHONE 503.650.0188 FAX 503.650.0188

PLOTTED: M:\PROJECTS\ICON-McCORD RD-15

Memorandum

To: Oregon City Planning

Copy: Dan Berge

From: Jennifer Danziger, PE

Date: July 7, 2021

Subject: Trip Generation Analysis for 19630S McCord Road



RENEWS: 12.31.21

Introduction

The 1.05-acre property located at 19630 S McCord Road (Tax Lot 3-2E-07BD-06600) is located within the Oregon City Urban Growth Boundary but outside the current city limits as shown in Figure 1 (outlined in red). This letter addresses the potential trip generation for the site if annexed into the City of Oregon City with R-6 (Low Density Residential) Zoning consistent with adjacent properties.

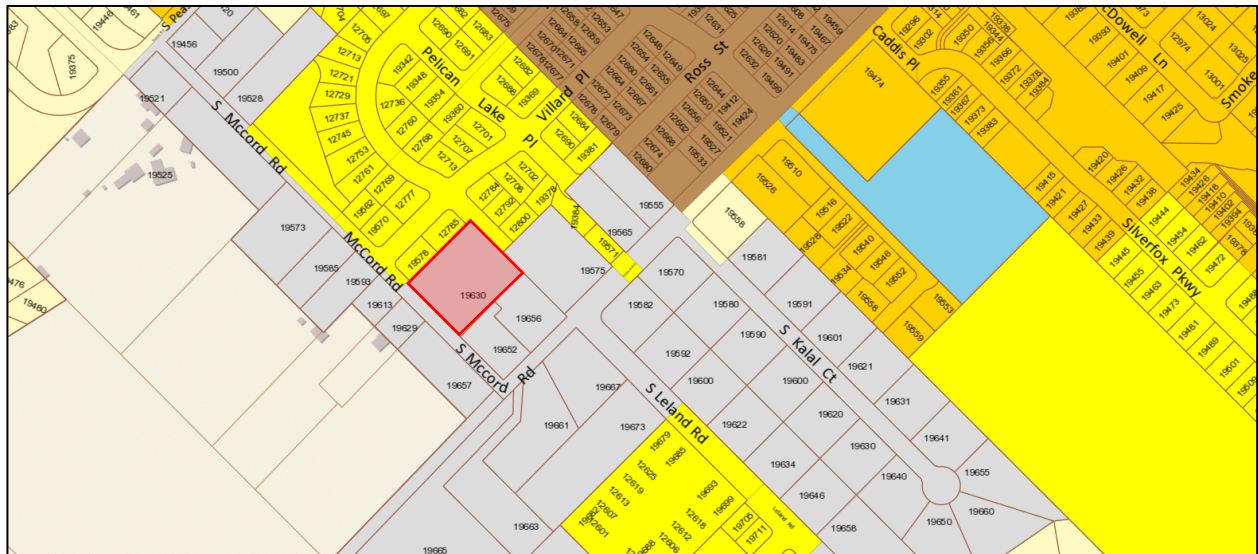


Figure 1: Site Location on Oregon City Zoning Map

Trip Generation

The subject site currently has 1 single-family home on the property.

Under R-6 zoning, the minimum net density is 5.8 dwelling units (du) per acre and the maximum net density is 7.3 du/acre. The site is not a corner lot and cannot be developed with any duplex units. Assuming the maximum density, the site could potentially be developed with 7 single-family detached homes.

Rates from the *Trip Generation Manual*¹ were used to compare the existing and potential trip shown in Table 1.

Table 1: Trip Generation Comparison

Condition	Land Use Assumption	Intensity	Morning Peak Hour			Evening Peak Hour			Daily Trips
			In	Out	Total	In	Out	Total	
Existing	210 – Single-Family Detached Housing	1 DU	0	1	1	1	0	1	10
R-6 Zoning		7 DU	1	4	5	4	3	7	66
Net Change		6 DU	1	3	4	3	3	6	56

As shown in Table 1, R-6 zoning for the subject site could result in an increase of 4 morning peak, 6 evening peak, and 56 daily trips for the site under the maximum density allowed.

Trip Distribution

Based on the location of major transportation facilities, employment areas, convenience shopping, and schools, approximately 40 percent of the site traffic could travel to/from northwest of the site via S McCord Road and 60 percent of the site traffic could travel to/from the northeast of the via S McCord Road to Leland Road. At most peak hour traffic volumes on these roads would increase by 3-4 trips and daily traffic would increase by 30-35 trips.

Transportation Planning Rule

Oregon Administration Rule (OAR) 660-012, known as the Transportation Planning Rule (TPR) requires that cities and counties create transportation system plans that address the long-range, coordinated, multimodal transportation needs of their communities. Section 660-012-0060 of the rule outlines how a change in a land use regulation (including zoning) must demonstrate that the planned system can accommodate the change or put in place measures to address the impacts.

As noted above, the proposed R-6 zoning would increase by peak hour traffic 3-4 trips on adjacent roadway. This traffic would quickly dissipate on the system with no noticeable effect on traffic flow. Since the proposal would not significantly affect the transportation system, the requirements of the TPR are satisfied without any mitigation.

Conclusion

Annexation of the property located at 19630 S McCord Road with R-6 Zoning could result in an increase of 4 morning peak, 6 evening peak, and 56 daily trips for the site under the maximum density allowed. The resulting impact on the adjacent roadway network is anticipated to be negligible and the requirements of the TPR are satisfied.

¹ Institute of Transportation Engineers (ITE), *Trip Generation Manual*, 10th Edition, 2017.



RECORDING REQUESTED BY:



12550 SE 93rd Ave, Ste 420
Clackamas, OR 97015

Clackamas County Official Records
Sherry Hall, County Clerk

2018-036024

06/12/2018 02:51:01 PM

D-D Cnt=1 Stn=75 CONNIE
\$15.00 \$16.00 \$10.00 \$62.00

\$103.00

AFTER RECORDING RETURN TO:

Order No.: 161800776-TW

Dan Berge

P.O. Box 1927

Oregon City, OR 97045

SEND TAX STATEMENTS TO:

Dan Berge

P.O. Box 1927

Oregon City, OR 97045

APN: 00862472

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Alex M. Wall, who acquired title as Alex M. Park, Grantor, conveys and warrants to **Dan Berge**, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Clackamas, State of Oregon:

See Exhibit "A"

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS FOUR HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$485,000.00). (See ORS 93.030) an IRC 1031 Exchange

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. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, 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.

Order No.: 161800776

EXHIBIT "A"

Legal Description

PARCEL I:

A tract of land, being all of that tract of land described by Deed Document No. 2001-046024, Clackamas County Deed Records and portion of that tract of land described in Deed Document No. 2005-027994, Clackamas County Deed Records, located in the S.S. White Donation Land Claim No. 41 in the Southwest one-quarter of Section 7, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point on the Southeasterly line of the S.S. White Donation Land Claim No. 41 which is South 42°30'35" West, 44 chains (2,904.00 feet) from the most Easterly corner thereof; thence North 47°31'40" West along the centerline of McCord Road, 205.00 feet; thence North 42°30'35" East, 20.00 feet to the intersection of the Northeast right-of-way line of McCord road and the Southeast line of that tract of land described in Deed Document No. 2001-046024, Clackamas County Deed Records, said point being the true point of beginning; thence North 47°31'40" West along the Northeast right-of-way line of McCord Road, 200.94 feet to the most Southerly of that tract corner of land described in Deed Document No. 92-81979, Clackamas County Deed Records; thence North 42°30'35" East along the most Southwesterly portion of the southeast line of said Document No. 92-81979 tract, 235.00 feet to interior angle thereof; thence South 47°31'40" East along the Southwest boundary lines of said Document No. 92-81979 Tract and that tract described in Deed Document No. 87-03341, Clackamas County Deed Records, 175.00 feet to the most northerly corner of that tract of land described in Deed Document No. 88-36796, Clackamas County Deed Records; thence South 42°30'35" West along the Northwest line of said Document No. 88-36796 Tract, 106.00 feet to the most Westerly corner thereof; thence South 47°31'40" East along the Southwest line of that tract described in said Deed Document No. 88-36796 tract, 23.72 feet to a fence line; thence South 41°31'35" West along said fence line and its Southwesterly extension, 129.02 feet to the Northeast right-of-way line of McCord Road; thence North 47°31'40" West along the northeast right-of-way line of McCord Road, 25.94 feet to the true point of beginning.

PARCEL II:

A tract of land, being a portion of that tract of land conveyed to Richard Wayne Wallace and Kathy Jean Wallace, husband and wife, on September 7, 1988 by Deed Document No. 88-36796, Clackamas County Deed Records, located in the S.S. White Donation Land Claim No. 41 in the Southwest one-quarter of Section 7, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point on the southeasterly line of S.S. White Donation Land Claim No. 41 which is South 42°30'35" West, 44 chains (2,904.00 feet) from the most easterly corner thereof; thence North 47°31'40" West along the centerline of McCord Road, 380.00 feet; thence North 42°30'35" East along the northwest line of that tract of land conveyed to Bill Creel and Dana Creel on September 10, 2008 by Deed Document No. 2008-063341, Clackamas County Deed Records, 255.00 feet to a five-eighths inch diameter iron rod with a yellow plastic cap marked 'Love Land Surveys' at the most northerly corner thereof; thence South 47°31'40" East along the northeast line of said Document No. 2008-063341 tract, 175.00 feet to a five-eighths inch diameter iron rod with a yellow plastic cap marked 'Love Land Surveys' at the most westerly corner thereof; said iron rod being the True Point of Beginning; thence South 42°30'35" West along the Southeast line of said Document No. 2008-063341 tract, 106.00 feet to a five-eighths inch diameter iron rod with a yellow plastic cap marked 'Love Land Surveys' at an interior angle corner; thence South 47°31'41" East along the southwest line of said Document No. 88-36796 tract, 23.72 feet to a five-eighths inch diameter iron rod with a yellow plastic cap marked 'Love Land Surveys'; thence North 41°31'35" East, 106.01 feet to a five-eighths inch diameter iron rod with a yellow plastic cap marked 'Township Surveys' at a point on the northeast line of said Document No. 88-36796 tract; thence North 47°31'40" West along the northeast line of said Document No. 88-36796 tract, 21.90 feet to the true point of beginning.

STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 6-8-18

Alex Wall Alex M. Wall, who acquired title on Alex M. Wall. Alex M. Park BM

State of Tennessee
County of Hamilton

This instrument was acknowledged before me on June 8th, 2018 by Alex M. Wall, who BM
as Alex M. Park. acquired title

Brittany R. Marcum
Notary Public State of Tennessee BM

My Commission Expires: Nov. 24, 2018



Property Profile Report
19630 MCCORD RD OREGON CITY, OR 97045-9133
Ownership Information
Owner Name:

DAN BERGE

Mailing Address:

PO BOX 1927 OREGON CITY, OR 97045-0927

Property Description
County: Clackamas

Map / Tax Lot: 32E07BD/06600

Account Num: 00862472

Property ID: 00862472

Land Use: Single Family Residential

Subdivision:
Legal Description:

SECTION 07 TOWNSHIP 3S RANGE 2E QUARTER BD TAXLOT 06600

Map Grid: 717-B5

Census: 0226.01

Owner Occ.: No

Zoning:
Property Characteristics
Property Type: SINGLE FAMILY

House Style:
Year Built: 1920

Bedrooms: 4

Bathrooms: 1.00

Lot Size: 46,609

Acres: 1.07

Garage Type:
Garage SF:
Building SF: 1,341

Living Area SF: 1,341

Square Feet: 1,341

1st Floor SF: 1,341

2nd Floor SF:
3rd Floor SF:
Attic SF:
Bsmnt SF:
Fin Bsmt SF:
Heat:
Cooling:
Foundation:
Exterior:
Roof Style:
Roof Cover:
Fireplaces:
Bsmnt Type:
Assessment Information
Real Market Value: \$ 437,504

Land Value: \$ 244,484

Total Assessed Value: \$ 225,223

Assessed Yr: 2020

M-5 Rate: 14.7173

Taxes: \$ 3,368.44

Imp. Value: \$ 193,020

Levy Code: 062-084

Tax Year: 2020

Previous Sale Information
Sale Amount: \$ 485,000

Document Num: 2018-036024

Sale Date: 06/08/2018

Transaction History

Item 8a.

Sale Date	Sale Amount	HPI Sale Amount	Document Type	Reception Num	Book/Page
6/8/2018	\$ 485,000	\$ 539,400	Wd	2018-036024	/
7/23/2014	\$ 367,500	\$ 573,400	Wd	2014-037643	/

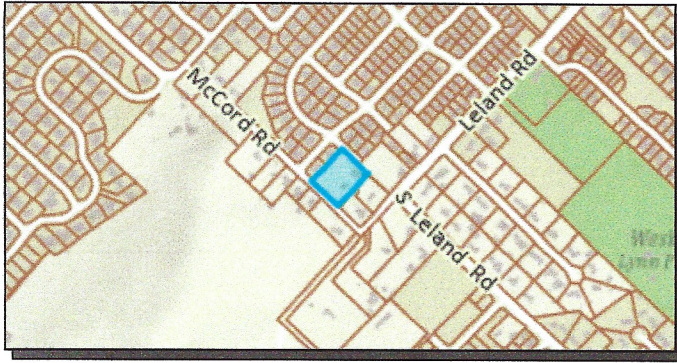
This information has been furnished, without charge, in conformance with the guidelines approved by the State of Oregon Insurance Commissioner. The Insurance division cautions intermediaries that this service is designed to benefit the ultimate insureds. Indiscriminate use only benefiting intermediaries will not be permitted. Said Services may be discontinued. No liability is assumed for any errors in this report.

*All information provided by ValueCheck, Inc is deemed reliable, but not guaranteed.
Accuracy of the information may vary by county.*

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Taxlot Detail Report

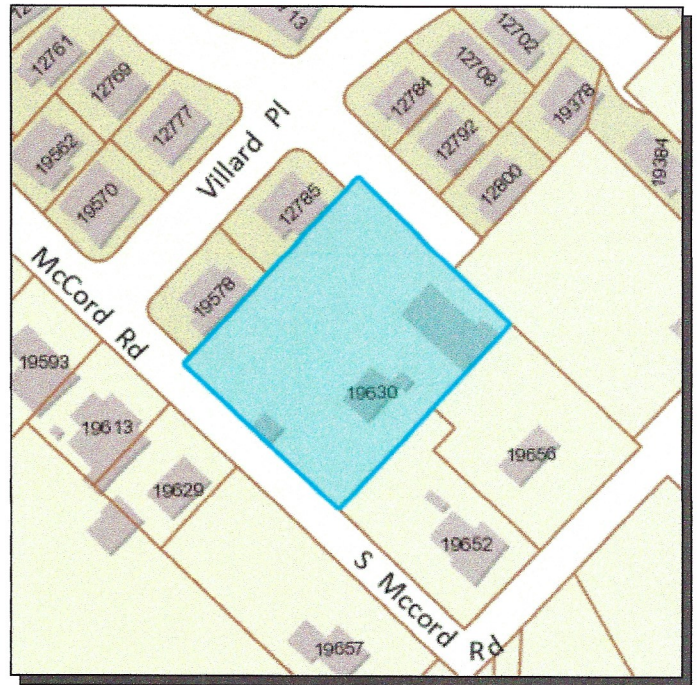
Taxlot: 3-2E-07BD-06600



Overview Map

Taxlot Information

APN: 3-2E-07BD-06600 In City? N
 Alt ID: 00862472 In UGB? Y
 Site Address: 19630 S MCCORD RD
 OREGON CITY, OR 97045
 Year Built: 1920



Taxlot highlighted in blue

Taxpayer Information

Taxpayer: Please contact the City of Oregon City
 Address: for taxpayer information

Reference Information

Parcel Area (GIS - acres): 1.05
 Parcel Area (GIS - sq. ft.): 45,921
 Twn/Rng/Sec: 3S 2E 7
 Tax Map Reference: 32E07BD (03_3s2e07bd)

Values

Import Date: 12/17/2020
 Land Value (Mkt): \$239,355
 Building Value (Mkt): \$197,170
 Total Value (Mkt): \$436,525
 Note: the values above are Market, NOT Assessed values.
 Assessed Value: \$218,664
 Exempt Amount: \$0

Planning Designations

Zoning: County
 Comprehensive Plan: LR
 Subdivision: N/A
 PUD (if known):
 Partition Plat: N/A
 Neighborhood Assn: N/A
 Urban Renewal District: N/A
 Concept Plan: N/A
 Historic District: N/A
 Historic Designated Structure: N/A

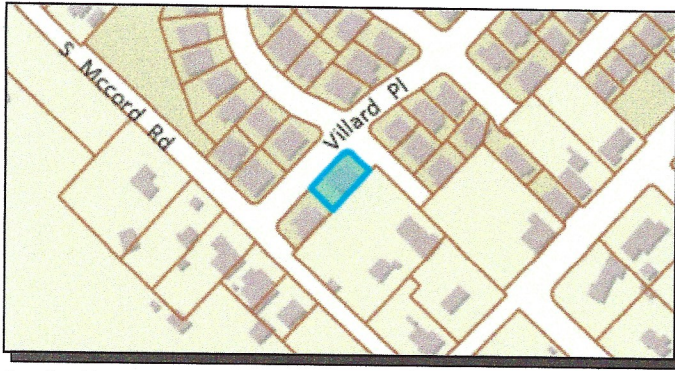
In Willamette Greenway? N
 In Geologic Hazard? N
 In High Water Table Area? Y
 In Nat. Res. Ovl. Dist. (NROD)? N
 In 1996/FEMA 100 Yr. Floodplain? N
 In FEMA Floodway? N
 In SDC Discount Area? N
 In Thayer Pond Fee Area? N
 In Bvrck. Rd Access Plan Area? N
 In Barlow Trail Corridor? N
 In Enterprise Zone? N
 In Vertical Housing Dev. Zone? N
 In Opportunity Zone? N

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.

Report generated 4/9/2021 6:35:41 PM

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



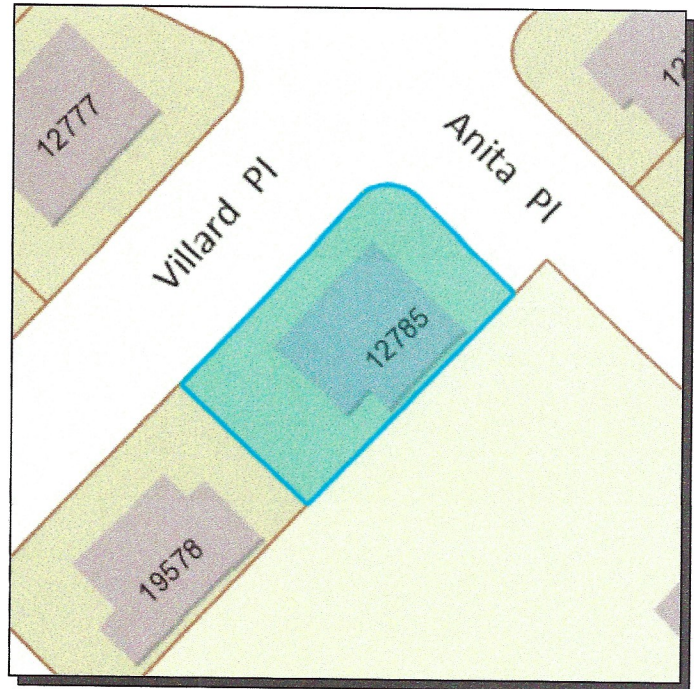


Overview Map

Taxlot Information

APN: 3-2E-07BD-09500
 Alt ID: 05031950
 Site Address: 12785 ANITA PL
 OREGON CITY, OR 97045
 Year Built: 2018

In City? Y
 In UGB? Y



Taxlot highlighted in blue

Taxpayer Information

Taxpayer: Please contact the City of Oregon City
 Address: for taxpayer information

Reference Information

Parcel Area (GIS - acres): 0.15
 Parcel Area (GIS - sq. ft.): 6,474
 Twn/Rng/Sec: 3S 2E 7
 Tax Map Reference: 32E07BD (03_3s2e07bd)

Values

Import Date: 12/17/2020
 Land Value (Mkt): \$151,023
 Building Value (Mkt): \$389,530
 Total Value (Mkt): \$540,553
 Note: the values above are Market, NOT Assessed values.
 Assessed Value: \$348,702
 Exempt Amount: \$0

Planning Designations

Zoning: R-6
 Comprehensive Plan: LR
 Subdivision: (4499) PAVILION PARK 3
 PUD (if known):
 Partition Plat: N/A
 Neighborhood Assn: TOWER VISTA
 Urban Renewal District: N/A
 Concept Plan: N/A
 Historic District: N/A
 Historic Designated Structure: N/A

In Willamette Greenway? N
 In Geologic Hazard? N
 In High Water Table Area? Y
 In Nat. Res. Ovl. Dist. (NROD)? N
 In 1996/FEMA 100 Yr. Floodplain? N
 In FEMA Floodway? N
 In SDC Discount Area? N
 In Thayer Pond Fee Area? N
 In Bvrck. Rd Access Plan Area? N
 In Barlow Trail Corridor? N
 In Enterprise Zone? N
 In Vertical Housing Dev. Zone? N
 In Opportunity Zone? N

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.

Report generated 4/9/2021 6:48:04 PM

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



EXHIBIT "A"

Item 8a.

RECORDING REQUESTED BY:



12550 SE 93rd Ave, Ste 420
Clackamas, OR 97015

Clackamas County Official Records
Sherry Hall, County Clerk

2018-036024

06/12/2018 02:51:01 PM

D-D Cnt=1 Stn=75 CONNIE
\$15.00 \$16.00 \$10.00 \$62.00

\$103.00

AFTER RECORDING RETURN TO:

Order No.: 161800776-TW
Dan Berge
P.O. Box 1927
Oregon City, OR 97045

SEND TAX STATEMENTS TO:

Dan Berge
P.O. Box 1927
Oregon City, OR 97045

APN: 00862472

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Alex M. Wall, who acquired title as Alex M. Park, Grantor, conveys and warrants to Dan Berge, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Clackamas, State of Oregon:

See Exhibit "A"

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS FOUR HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$485,000.00). (See ORS 93.030) an IRC 1031 Exchange

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. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, 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.

STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 6-8-18

Alex Wall Alex M. Wall, who acquired (Bm)
title on Alex M. Wall. Alex M. Park

State of Tennessee
County of Hamilton

This instrument was acknowledged before me on June 8th, 2018

(Bm)
Alex M. Wall, who
by Alex Wall. acquired title
as Alex M. Park.

Brittany R. Marcum
Notary Public | State of Oregon Tennessee (Bm)

My Commission Expires: Nov. 24, 2018



Order No.: 161800776

EXHIBIT "A"

Legal Description

PARCEL I:

A tract of land, being all of that tract of land described by Deed Document No. 2001-046024, Clackamas County Deed Records and portion of that tract of land described in Deed Document No. 2005-027994, Clackamas County Deed Records, located in the S.S. White Donation Land Claim No. 41 in the Southwest one-quarter of Section 7, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point on the Southeasterly line of the S.S. White Donation Land Claim No. 41 which is South 42°30'35" West, 44 chains (2,904.00 feet) from the most Easterly corner thereof; thence North 47°31'40" West along the centerline of McCord Road, 205.00 feet; thence North 42°30'35" East, 20.00 feet to the intersection of the Northeast right-of-way line of McCord road and the Southeast line of that tract of land described in Deed Document No. 2001-046024, Clackamas County Deed Records, said point being the true point of beginning; thence North 47°31'40" West along the Northeast right-of-way line of McCord Road, 200.94 feet to the most Southerly of that tract corner of land described in Deed Document No. 92-81979, Clackamas County Deed Records; thence North 42°30'35" East along the most Southwesterly portion of the southeast line of said Document No. 92-81979 tract, 235.00 feet to interior angle thereof; thence South 47°31'40" East along the Southwest boundary lines of said Document No. 92-81979 Tract and that tract described in Deed Document No. 87-03341, Clackamas County Deed Records, 175.00 feet to the most northerly corner of that tract of land described in Deed Document No. 88-36796, Clackamas County Deed Records; thence South 42°30'35" West along the Northwest line of said Document No. 88-36796 Tract, 106.00 feet to the most Westerly corner thereof; thence South 47°31'40" East along the Southwest line of that tract described in said Deed Document No. 88-36796 tract, 23.72 feet to a fence line; thence South 41°31'35" West along said fence line and its Southwesterly extension, 129.02 feet to the Northeast right-of-way line of McCord Road; thence North 47°31'40" West along the northeast right-of-way line of McCord Road, 25.94 feet to the true point of beginning.

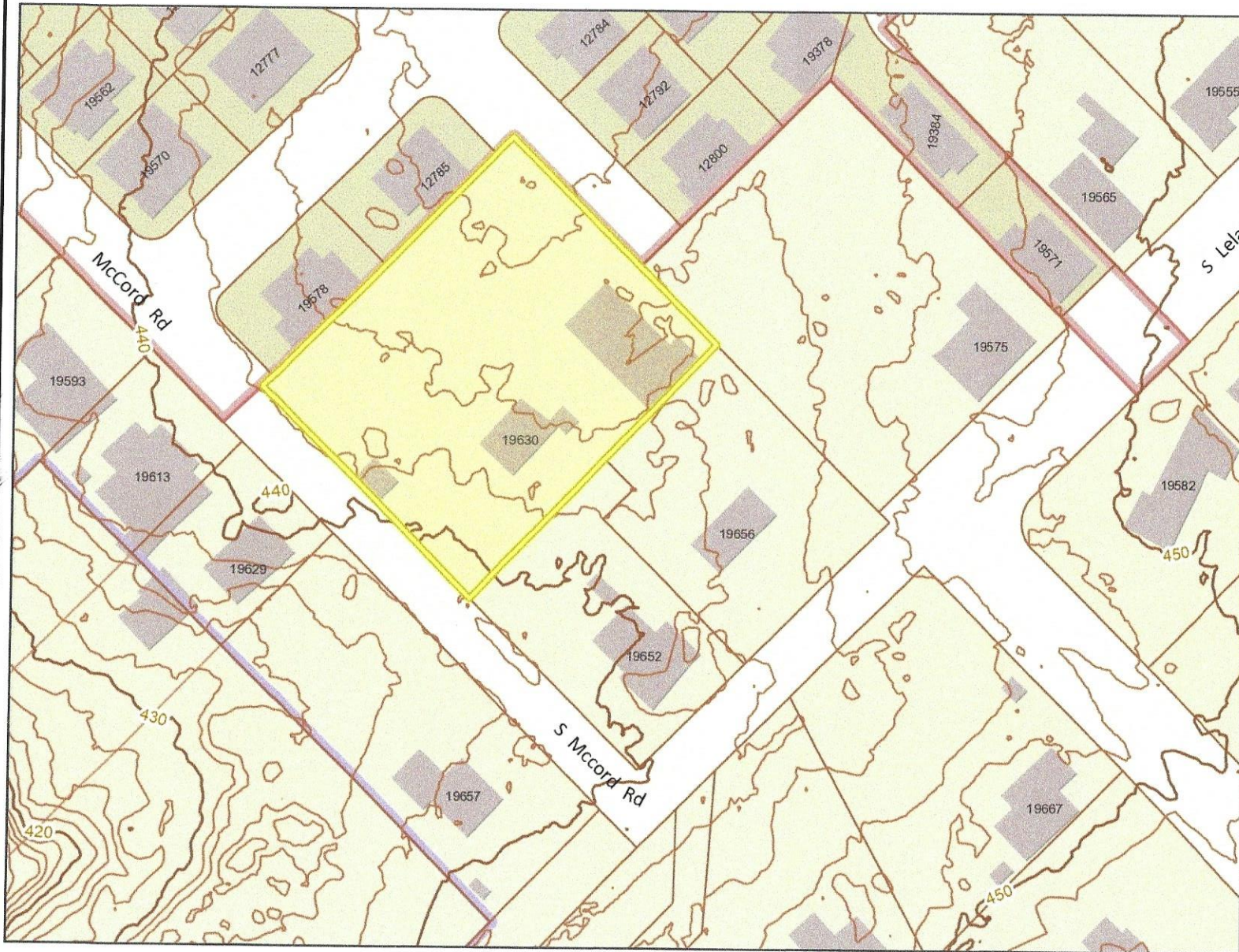
PARCEL II:

A tract of land, being a portion of that tract of land conveyed to Richard Wayne Wallace and Kathy Jean Wallace, husband and wife, on September 7, 1988 by Deed Document No. 88-36796, Clackamas County Deed Records, located in the S.S. White Donation Land Claim No. 41 in the Southwest one-quarter of Section 7, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point on the southeasterly line of S.S. White Donation Land Claim No. 41 which is South 42°30'35" West, 44 chains (2,904.00 feet) from the most easterly corner thereof; thence North 47°31'40" West along the centerline of McCord Road, 380.00 feet; thence North 42°30'35" East along the northwest line of that tract of land conveyed to Bill Creel and Dana Creel on September 10, 2008 by Deed Document No. 2008-063341, Clackamas County Deed Records, 255.00 feet to a five-eighths inch diameter iron rod with a yellow plastic cap marked 'Love Land Surveys' at the most northerly corner thereof; thence South 47°31'40" East along the northeast line of said Document No. 2008-063341 tract, 175.00 feet to a five-eighths inch diameter iron rod with a yellow plastic cap marked 'Love Land Surveys' at the most westerly corner thereof; said iron rod being the True Point of Beginning; thence South 42°30'35" West along the Southeast line of said Document No. 2008-063341 tract, 106.00 feet to a five-eighths inch diameter iron rod with a yellow plastic cap marked 'Love Land Surveys' at an interior angle corner; thence South 47°31'41" East along the southwest line of said Document No. 88-36796 tract, 23.72 feet to a five-eighths inch diameter iron rod with a yellow plastic cap marked 'Love Land Surveys'; thence North 41°31'35" East, 106.01 feet to a five-eighths inch diameter iron rod with a yellow plastic cap marked 'Township Surveys' at a point on the northeast line of said Document No. 88-36796 tract; thence North 47°31'40" West along the northeast line of said Document No. 88-36796 tract, 21.90 feet to the true point of beginning.

19630 McCord Rd Contour 2 degrees Map Oregon City GIS Map

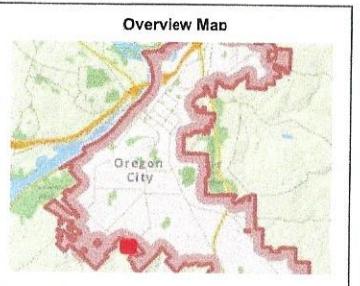
Item 8a.



Legend

- Street Names
- Contours (2 ft)
 - 10 foot
 - 2 foot
- Taxlots
- Taxlots Outside UGB
- Unimproved ROW
- City Limits
- UGB
- Basemap

Notes



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



0 100 200 Feet

1: 1,200

Emergency Annexation Dan Berge

Map created 4/18/2021

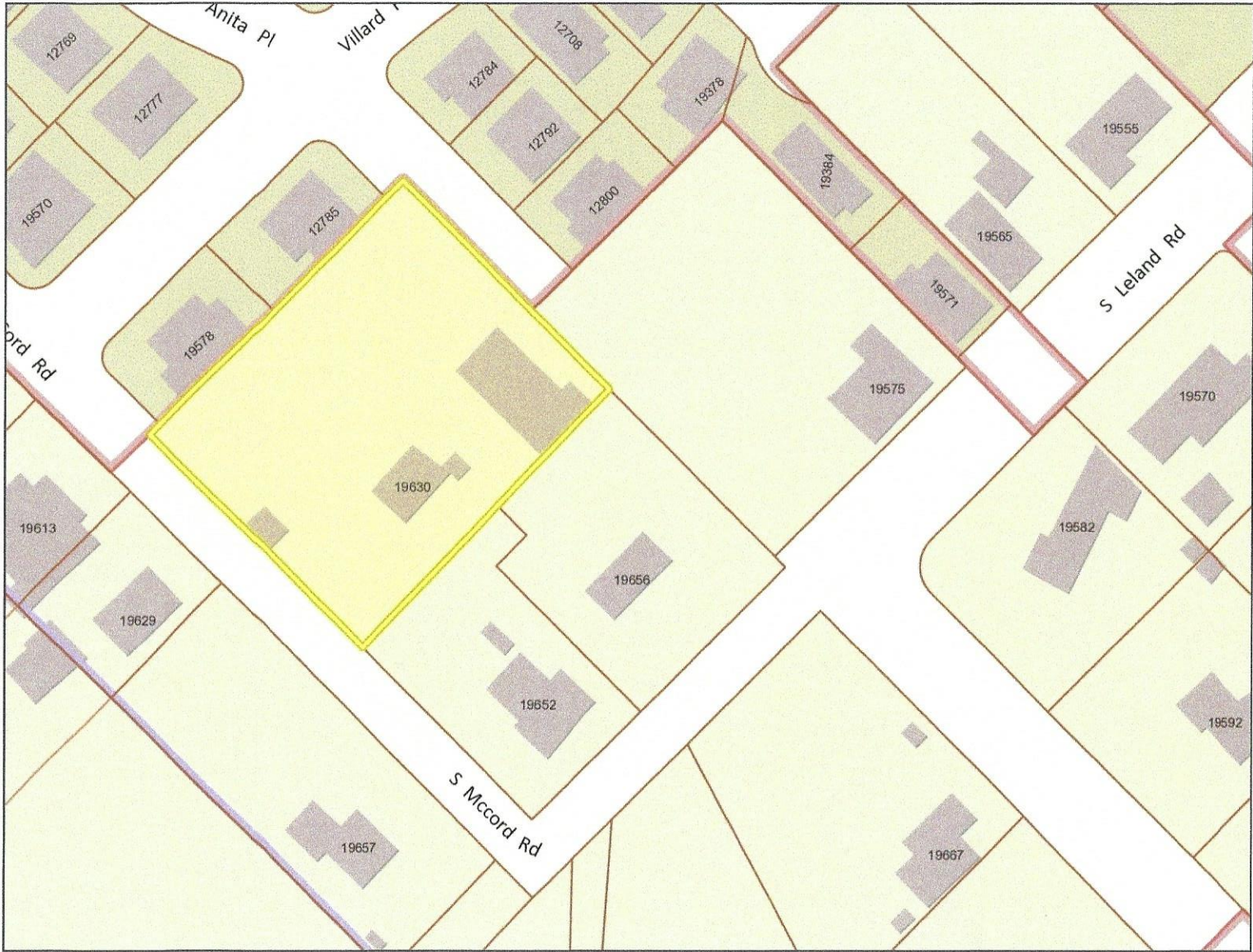
City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.orcity.org



Page 160

PAGE 1

19630 McCord Rd. Oregon City GIS Map



Legend

Street Names

Taxlots

Taxlots Outside UGB

Unimproved ROW

City Limits

UGB

Basemap

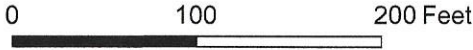
Notes

4/9/2021

Overview Map

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

Map created 4/9/2021

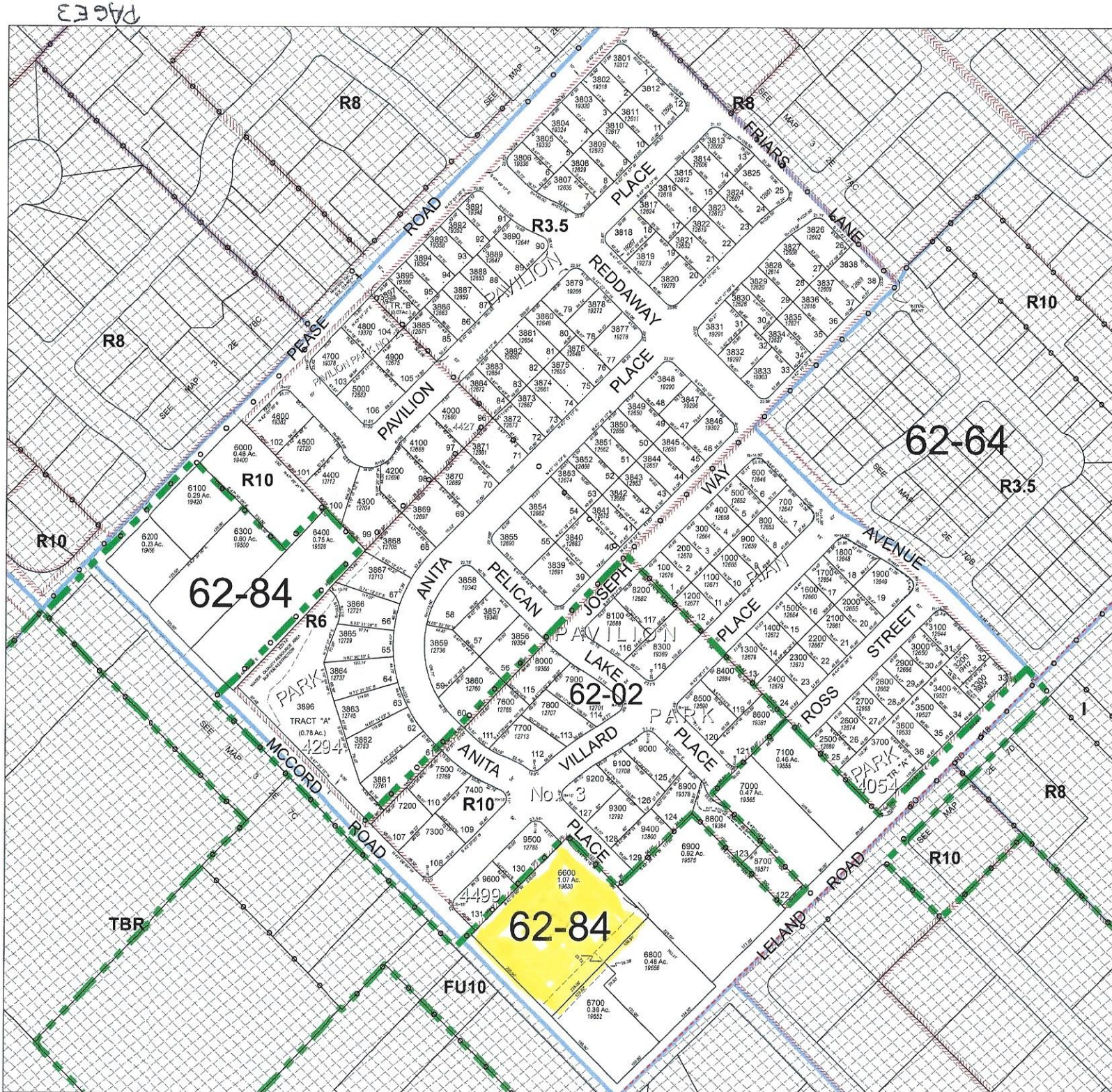


1: 1,200

Emergency Annexation

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





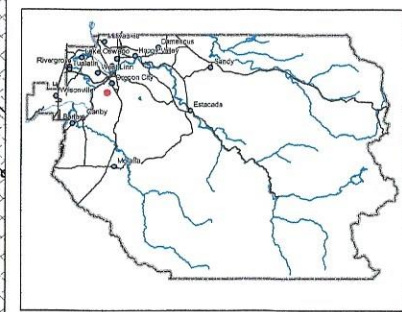
3 2 E 07 BD
Item 8a.

S.E.1/4 N.W.1/4 SEC.7 T.10 N. R.10 E.
CLACKAMAS COUNTY
1" = 100'

D. L. C.
JOHN HOWLAND NO. 45

Cancelled Taxlots
6500

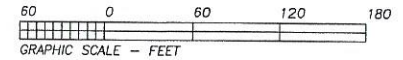
- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



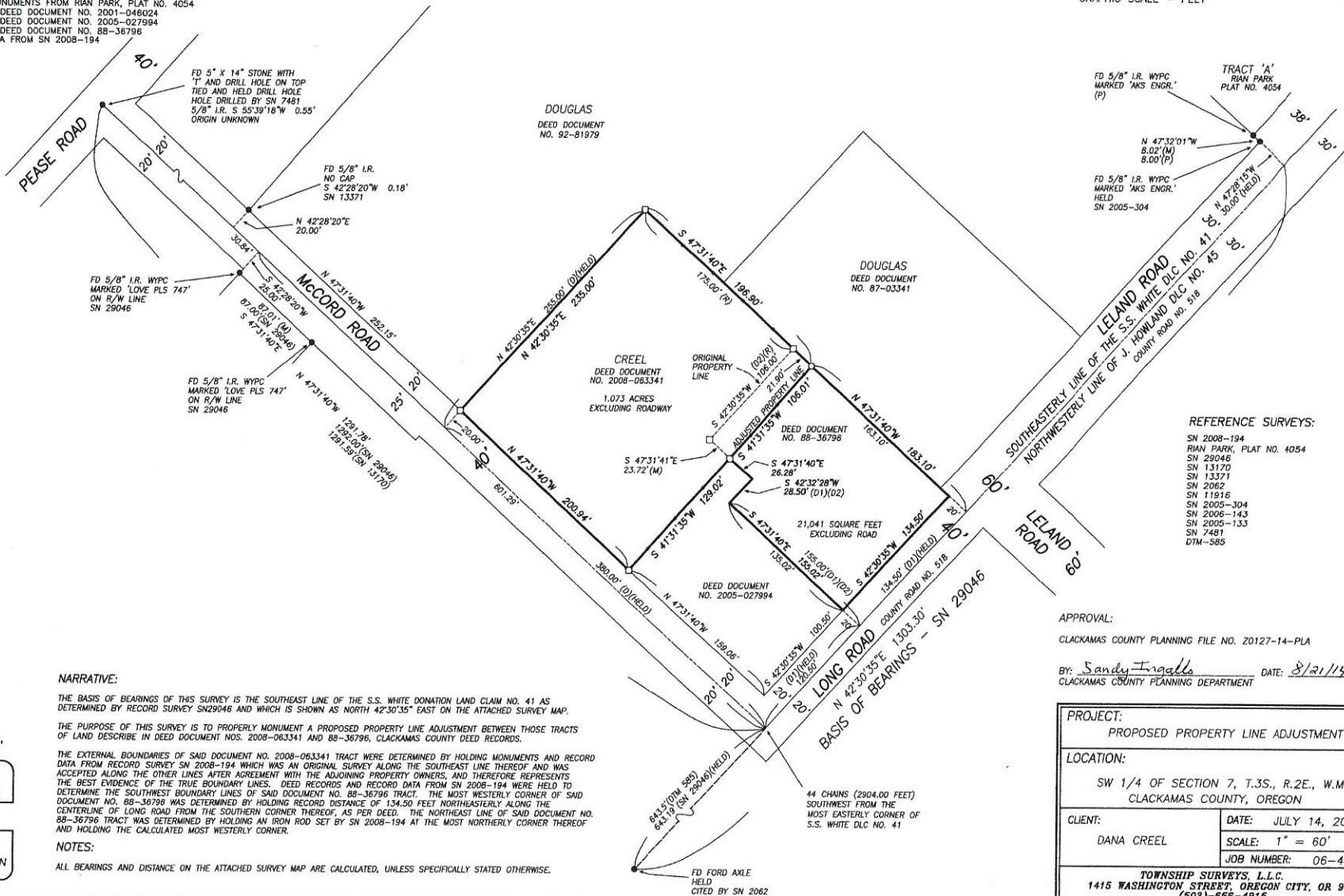
THIS MAP IS FOR ASSESSMENT
PURPOSES ONLY

9/27/2018

CLACKAMAS COUNTY SURVEYOR

 RECEIVED: 7-25-14
 ACCEPTED FOR FILING: 9-4-14
 SURVEY NUMBER: SN2014-172


- LEGEND**
- MONUMENT FOUND AS NOTED
 - 5/8" X 30" IRON ROD SET WITH YELLOW PLASTIC CAP MARKED
 - (M) 'TOWNSHIP SURVEYS' MONUMENTS SET JULY 21, 2014
 - (H) MEASURED DATA
 - (H) MONUMENT OR OTHER DATA USED FOR CONTROL
 - FD FOUND
 - I.P. IRON PIPE
 - I.R. IRON ROD
 - WYPC WITH YELLOW PLASTIC CAP
 - CL CENTER LINE
 - R/W RIGHT OF WAY
 - (SN XXXX) RECORD SURVEY NUMBER ON FILE AT CLACKAMAS COUNTY SURVEYOR'S OFFICE
 - FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED
 - (P) 'LOVE LAND SURVEYS' SET BY SN 2008-194
 - (D) DATA OR MONUMENTS FROM RIAN PARK, PLAT NO. 4054
 - (D1) DATA FROM DEED DOCUMENT NO. 2001-046024
 - (D2) DATA FROM DEED DOCUMENT NO. 2005-027994
 - (D2) DATA FROM DEED DOCUMENT NO. 88-36796
 - (R) RECORD DATA FROM SN 2008-194



NARRATIVE:

THE BASIS OF BEARINGS OF THIS SURVEY IS THE SOUTHEAST LINE OF THE S.S. WHITE DONATION LAND CLAIM NO. 41 AS DETERMINED BY RECORD SURVEY SN29046 AND WHICH IS SHOWN AS NORTH 42°30'35" EAST ON THE ATTACHED SURVEY MAP.

THE PURPOSE OF THIS SURVEY IS TO PROPERLY MONUMENT A PROPOSED PROPERTY LINE ADJUSTMENT BETWEEN THOSE TRACTS OF LAND DESCRIBE IN DEED DOCUMENT NOS. 2008-063341 AND 88-36796, CLACKAMAS COUNTY DEED RECORDS.

THE EXTERNAL BOUNDARIES OF SAID DOCUMENT NO. 2008-063341 TRACT WERE DETERMINED BY HOLDING MONUMENTS AND RECORD DATA FROM RECORD SURVEY SN 2008-194 WHICH WAS AN ORIGINAL SURVEY ALONG THE SOUTHEAST LINE THEREOF AND WAS ACCEPTED ALONG THE OTHER LINES AFTER AGREEMENT WITH THE ADJOINING PROPERTY OWNERS, AND THEREFORE REPRESENTS THE BEST EVIDENCE OF THE TRUE BOUNDARY LINES. DEED RECORDS AND RECORD DATA FROM SN 2008-194 WERE HELD TO DETERMINE THE SOUTHWEST BOUNDARY LINES OF SAID DOCUMENT NO. 88-36796 TRACT. THE MOST WESTERLY CORNER OF SAID DOCUMENT NO. 88-36796 WAS DETERMINED BY HOLDING RECORD DISTANCE OF 134.50 FEET NORTHEASTERLY ALONG THE CENTERLINE OF LONG ROAD FROM THE SOUTHERN CORNER THEREOF, AS PER DEED. THE NORTHEAST LINE OF SAID DOCUMENT NO. 88-36796 TRACT WAS DETERMINED BY HOLDING AN IRON ROD SET BY SN 2008-194 AT THE MOST NORTHERLY CORNER THEREOF AND HOLDING THE CALCULATED MOST WESTERLY CORNER.

NOTES:

ALL BEARINGS AND DISTANCE ON THE ATTACHED SURVEY MAP ARE CALCULATED, UNLESS SPECIFICALLY STATED OTHERWISE.

SCALE: 1" = 60'

 REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

 OREGON
 JULY 11, 2006
 LEE A. SPURGEON
 65603LS

EXPIRES 6/30/16

APPROVAL:

CLACKAMAS COUNTY PLANNING FILE NO. 20127-14-PLA

 BY: Sandy Ingalls DATE: 8/21/14
 CLACKAMAS COUNTY PLANNING DEPARTMENT

PROJECT:

PROPOSED PROPERTY LINE ADJUSTMENT

LOCATION:

 SW 1/4 OF SECTION 7, T.3S., R.2E., W.M.
 CLACKAMAS COUNTY, OREGON

CLIENT:

DANA CREEL

DATE: JULY 14, 2014

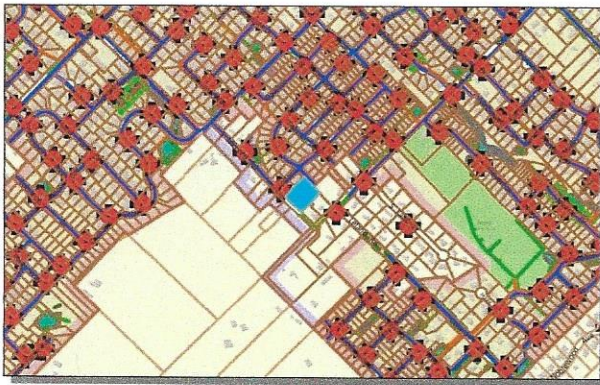
SCALE: 1" = 60'

JOB NUMBER: 06-4474

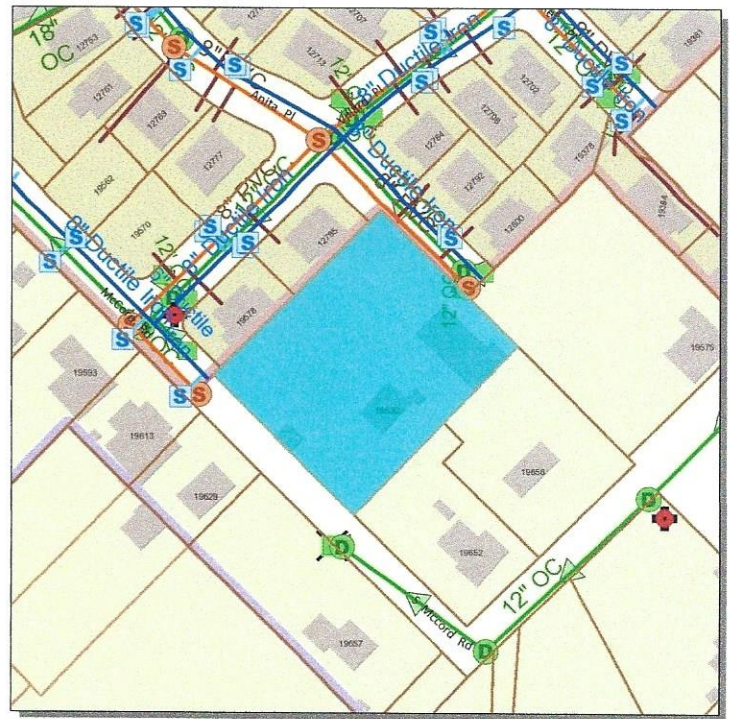
 TOWNSHIP SURVEYS, L.L.C.
 1415 WASHINGTON STREET, OREGON CITY, OR 97045
 (503)-686-4916

Taxlot Detail Report

Taxlot: 3-2E-07BD-06600



Overview Map



Taxlot highlighted in blue

Taxlot Information

APN: 3-2E-07BD-06600

In City? N

Alt ID: 00862472

In UGB? Y

Site Address: 19630 S MCCORD RD
OREGON CITY, OR 97045

Year Built: 1920

Taxpayer Information

Taxpayer: Suppressed

Address: Suppressed

Reference Information

Parcel Area (GIS - acres): 1.05

Parcel Area (GIS - sq. ft): 45,921

Twn/Rng/Sec: 3S 2E 7

Tax Map Reference: 32E07BD (03_3s2e07bd)

Planning Designations

Zoning: County

Comprehensive Plan: LR

Subdivision: N/A

PUD (if known):

Partition Plat: N/A

Neighborhood Assn: N/A

Urban Renewal District: N/A

Concept Plan: N/A

Historic District: N/A

Historic Designated Structure: N/A

Values

Import Date: 08/31/2020

Land Value (Mkt): \$239,355

Building Value (Mkt): \$197,170

Total Value (Mkt): \$436,525

Note: The values above are Market, NOT Assessed values.

Assessed Value: \$218,664

Exempt Amount: \$0

In Willamette Greenway? N

In Enterprise Zone? N

In Geologic Hazard? N

In Vert. House Dev. Zone? N

In High Water Table Area? Y

In Opportunity Zone? N

In Nat. Res. Ovl. Dist. (NROD)? N

In 1996/FEMA 100 Yr Floodplain? N

In FEMA Floodway? N

In SDC Discount Area? N

In Thayer Pond Fee Area? N

In Bvrck. Rd Access Plan Area? N

In Barlow Trail Corridor? N

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.

Report generated 9/6/2020 7:46 PM

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



***PETITION OF OWNERS OF 100 % OF LAND
AND PETITION OF A MAJORITY OF REGISTERED VOTERS***

PETITION FOR ANNEXATION TO THE CITY OF OREGON CITY , OREGON

TO: The City Commission of the City of Oregon City, Oregon:

We, the undersigned property owners of and/or registered voters in the area described below, hereby petition for, and give our consent to, annexation of the area to the City of Oregon City.

The property to be annexed is described as follows:

attach it as Exhibit "A")

CITY OF OREGON CITY

ANNEXATION PETITION

By signing below I indicate my consent to and support of being annexed into the City of Oregon City, and my consent for having my signature (below) used for any application form required for the annexation, including but not limited to the City of Oregon City's Land Use Application Form.

NOTE: This petition may be signed by qualified persons even though they may not know their property description or precinct number.

[illegible]

* .

PO = Property Owner

RV = Registered Voter

OV = Owner and Registered Voter

CERTIFICATION OF PROPERTY OWNERSHIP OF

100% OF LAND AREA

(City 100% Ownership Method)

I hereby certify that the attached petition for a proposed boundary change involving the territory described in the petition contains the names of the owners* of 100% of the land area within the annexation area described in the petition, as shown on the last available complete assessment roll.

NAME Chad S. [Signature]

TITLE G/S Cartographer

DEPARTMENT Tax Assessment

COUNTY OF Clackamas

DATE 4/8/21

- * "Owner" means the legal owner of record or, where there is a recorded land contract which is in force, the purchaser thereunder. If there is a multiple ownership in a parcel of land each consenting owner shall be counted as a fraction to the same extent as the interest of the owner in the land bears in relation to the interest of the other owners and the same fraction shall be applied to the parcel's land mass and assessed value for purposes of the consent petition. If a corporation owns land in territory proposed to be annexed, the corporation shall be considered the individual owner of that land.



CERTIFICATION OF PROPERTY OWNERSHIP OF

100% OF LAND AREA

(City 100% Ownership Method)

I hereby certify that the attached petition for a proposed boundary change involving the territory described in the petition contains the names of the owners* of 100% of the land area within the annexation area described in the petition, as shown on the last available complete assessment roll.

NAME C. K. S.

TITLE GIS Cartographer

DEPARTMENT Tax Assessment

COUNTY OF Clackamas

DATE 4/8/21

- * "Owner" means the legal owner of record or, where there is a recorded land contract which is in force, the purchaser thereunder. If there is a multiple ownership in a parcel of land each consenting owner shall be counted as a fraction to the same extent as the interest of the owner in the land bears in relation to the interest of the other owners and the same fraction shall be applied to the parcel's land mass and assessed value for purposes of the consent petition. If a corporation owns land in territory proposed to be annexed, the corporation shall be considered the individual owner of that land.



CERTIFICATION OF LEGAL DESCRIPTION AND MAP

I hereby certify that the description of the property included within the attached petition (located on Assessor's Map 32E07BD) has been checked by me and it is a true and exact description of the property under consideration, and the description corresponds to the attached map indicating the property under consideration.

NAME Chloe
TITLE GIS Cartographer
DEPARTMENT Tax Assessment
COUNTY OF Clackamas
DATE 4/8/21

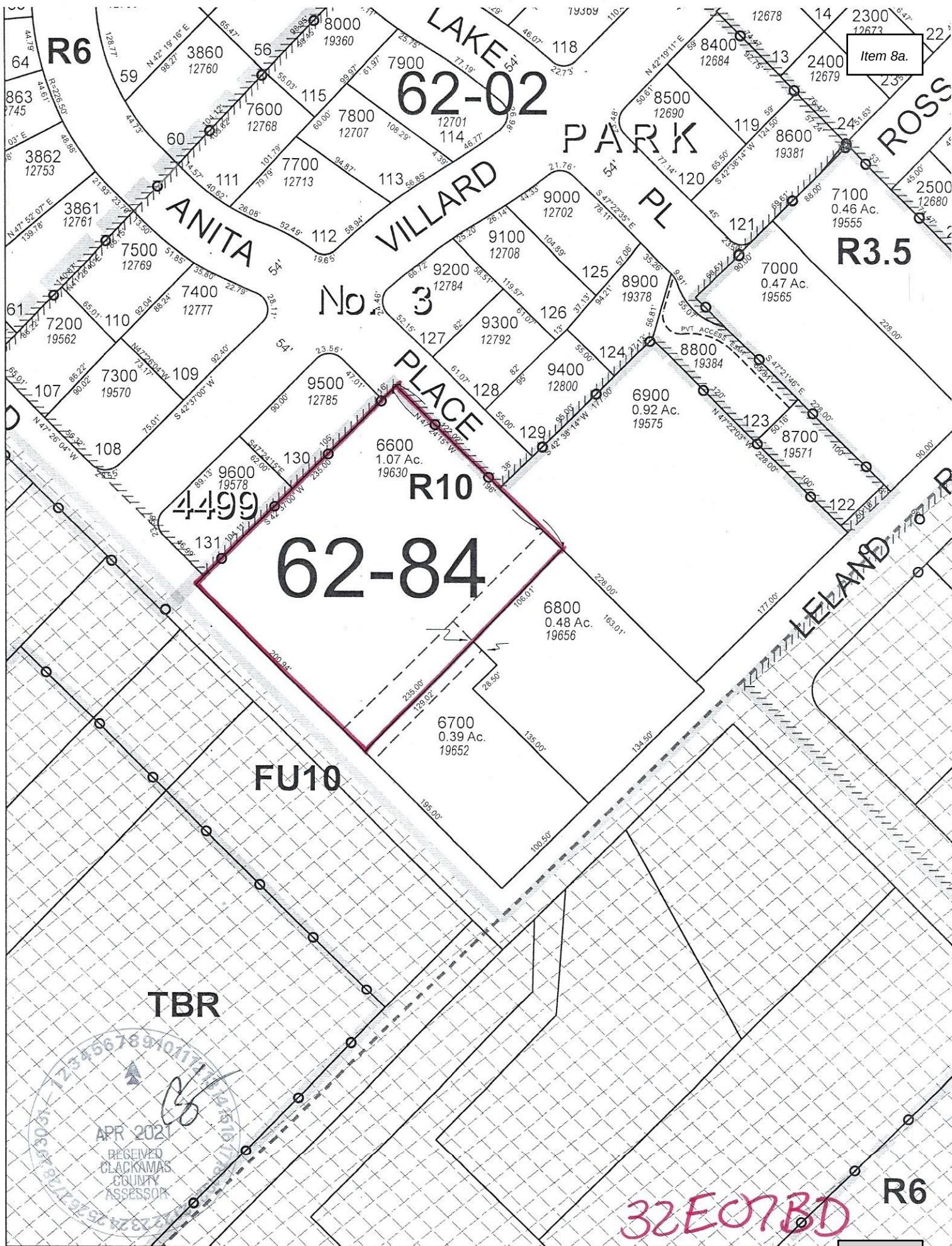


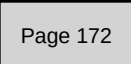
CERTIFICATION OF REGISTERED VOTERS

I hereby certify that the attached petition for annexation of territory described herein to the City of Oregon City contains the names of at least a majority of the electors registered in the territory to be annexed.

NAME Sydney Clark
TITLE deputy clerk
DEPARTMENT Elections
COUNTY OF Clackamas
DATE 4-8-2021







BOUNDARY CHANGE INFORMATION SHEET

I. EXISTING CONDITIONS IN AREA TO BE ANNEXED

- A. General location 19630 S. McCord Oregon City
- B. Land Area: Acres 1.05 or Square Miles _____
- C. General description of territory. (Include topographic features such as slopes, vegetation, drainage basins, floodplain areas, which are pertinent to this proposal).

EXHIBIT "B"

- D. Describe land uses on surrounding parcels. Use tax lots as reference points.

North: Oregon City R6 FUIO Urban Growth

East: FUIO Urban Growth

South: FUIO Urban Growth

West: Oregon City R6

- E. Existing Land Use:

Number of single-family units Two Number of multi-family units _____

Number commercial structures one Number industrial structures _____

Public facilities or other uses _____

What is the current use of the land proposed to be annexed: _____

Single Family Units FUIO Zone Farming

F. Total current year Assessed Valuation \$ 218,664

G. Total existing population Varies

III. LAND USE AND PLANNING

A. What is the applicable County Planning Designation? FU 10
 What City Planning Designation is being sought? R 6

B. What is the zoning on the territory to be served? FU 10
 What zoning designation is being sought? R 6

C. Is the subject territory to be developed at this time? NO

D. Generally describe the anticipated development (building types, facilities, number of units).

NONE

E. Can the proposed development be accomplished under current county zoning?
☐ Yes ☒ No

If No,---has a zone change been sought from the county either formally or informally.

☐ Yes ☒ No

Please describe outcome of zone change request if answer to previous questions was Yes. _____

F. Is the proposed development compatible with the city's comprehensive land use plan for the area?

☒ Yes ☐ No ☐ City has no Plan for the area.

Has the proposed development been discussed either formally or informally with any of the following? (Please indicate)

☐ City Planning Commission ☒ City Planning Staff
☐ City Council ☐ City Manager

Please describe the reaction to the proposed development from the persons or agencies indicated above.

R 6 IS IN COMPREHENSIVE LAND AND
WOULD BE APPROVED

G. Please indicate all permits and/or approvals from a City, County, or Regional Government which will be needed for the proposed development. If already granted, please indicate date of approval and identifying number:

APPROVAL	PROJECT FILE #	DATE OF APPROVAL	FUTURE REQUIREMENT
Metro UGB Amendment			
City or County Plan Amendment			
Pre-Application Hearing (City or County)			
Preliminary Subdivision Approval			
Final Plat Approval			
Land Partition			
Conditional Use			
Variance			
Sub-Surface Sewage Disposal			
Building Permit	PO207720	8-19-2020	FINAL

Please submit copies of proceedings relating to any of the above permits or approvals which are pertinent to the annexation.

- H. Does the proposed development comply with applicable regional, county or city comprehensive plans? Please describe.

YES Comp PLAN

- I. If a city and/or county-sanctioned citizens' group exists in the area of the annexation, please list its name and address of a contact person.

Not in Service

IV. SERVICES AND UTILITIES

- A. Please indicate the following:

1. Location and size of nearest water line which can serve the subject area.

8" Ductile ANITA PL

2. Location and size of nearest sewer line which can serve the subject area.

8" PVC ANITA PL

3. Proximity of other facilities (storm drains, fire engine companies, etc.) which can serve the subject area _____

Water CLACKAMAS COUNTY
Connected TO LAND

4. The time at which services can be reasonably provided by the city or district.

NOW

5. The estimated cost of extending such facilities and/or services and what is to be the method of financing. (Attach any supporting documents.)

NONE

6. Availability of the desired service from any other unit of local government. (Please indicate the government.)

CLACKAMAS water

- B. If the territory described in the proposal is presently included within the boundaries of or being served extraterritorially or contractually by, any of the following types of governmental units, please so indicate by stating the name or names of the governmental units involved.

City Oregon City

Rural Fire Dist Fire

County Service Dist. _____

Sanitary District _____

Hwy. Lighting Dist. _____

Water District Clackamas water

Grade School Dist. _____

Drainage District _____

High School Dist. _____

Diking District _____

Library Dist. _____

Park & Rec. Dist. _____

Special Road Dist. _____

Other Dist. Supplying Water Service CLACKAMAS

- C. If the territory is proposed to be served by any of the above units or any other units of government please note. N/A

- D. If any of the above units are presently servicing the territory (for instance, are

residents in the territory hooked up to a public sewer or water system), please so describe.

water CUCKAMPS

APPLICANT'S NAME

DAN BERGE

MAILING ADDRESS

P.O. Box 1927
Oregon City, OR 97045

TELEPHONE NUMBER

503 515 5488 (Work)
(Res.)

REPRESENTING

DAN BERGE

DATE:

4-8-2021

Dan BERGE

DOUBLE MAJORITY WORK SHEET

Please list all properties/registered voters included in the proposal. (If needed, use separate sheet for additional listings).

PROPERTY OWNERS

Property Designation (Tax Lot #s)	Name of Owner	Acres	Assessed Value	Signed Petition (Y/N)
6600	Dan Berge	1.05		Y
TOTALS				

Worksheet (continued)

REGISTERED VOTERS

Name of Registered Voter	Address of Registered Voter	Signed Petition (Y/N)
DAN BERBE	P.O. Box 1927	Y
	oregon city, or 97045	

SUMMARY

TOTAL NUMBER REGISTERED VOTERS IN THE PROPOSAL ONE

NUMBER OF REGISTERED VOTERS WHO SIGNED ONE

PERCENTAGE OF REGISTERED VOTERS WHO SIGNED 100%

TOTAL ACREAGE IN PROPOSAL 1.05

ACREAGE SIGNED FOR 1.05

PERCENTAGE OF ACREAGE SIGNED FOR 100%

Laura Terway

From: Carr, Erik <ECarr@clackamas.us>
Sent: Monday, August 30, 2021 8:04 AM
To: Laura Terway
Subject: RE: Land Use Review: Emergency Annexation and Zone Change of an approximately 1.05 acre property and adjacent right-of-way on McCord Road into Oregon City

Hi Laura,

This property will need to annex into the Tri-City Service District for sanitary sewer service once the City annexation application is approved by the City. In the past, the City has notified our office when the application has been approved. Will you be able to do so in this situation as well?

Thanks,

Erik Bertram

WES Development Review Specialist
 503-936-3666
 ecarr@clackamas.us

From: Laura Terway <lterway@orccity.org>
Sent: Friday, August 27, 2021 2:24 PM
Subject: Land Use Review: Emergency Annexation and Zone Change of an approximately 1.05 acre property and adjacent right-of-way on McCord Road into Oregon City

Warning: External email. Be cautious opening attachments and links.

Good Afternoon,

The Planning Division received an application for Emergency Annexation and Zone Change of an approximately 1.05 acre property and adjacent right-of-way on McCord Road into Oregon City. Please review the proposed development posted [here](#) and provide your comments by **September 20th**.

COMMENTS DUE: September 20th, 2021
 HEARING DATE: City Commission Hearing: October 6, 2021
 HEARING BODY: Staff Review; ____ PC; ____ HRB; ____ CC ____ x_
 FILE # & TYPE: GLUA-20-00030 An 20-00002– Emergency Annexation to City Of Oregon City
 PROJECT FILE: <https://www.orccity.org/planning/project/glua-21-00005-21-0001-annexation-and-zc-21-0002-zone-change>
 PLANNER: Laura Terway, AICP, Community Development Director (503) 496-1553 lterway@orccity.org
 APPLICANT: Dan Berge, PO Box 1927, Oregon City, Oregon 97045
 REQUEST: Emergency Annexation and Zone Change of an approximately 1.05 acre property and adjacent right-of-way on McCord Road into Oregon City. The Applicant desires to annex the property due to a failed septic system. Annexation is required as a condition of connecting to the city sewer system. Applicant has requested a Zone Change from County FU-10 to City R-6 Single Family Dwelling. The proposal does not include a request for development approval or change in

use. The subject territory is within the Oregon City Urban Growth Boundary, and has Comprehensive Plan designations of LR – Low Density Residential.

LOCATION: 19360 South McCord Road, Oregon City OR 97045 (Approx. 1.05 acres)
Clackamas County Map 3-2E-07BD-06600

This application material is referred to you for your information, study and official comments. Thank you!



What's your Vision for Oregon City?

Laura Terway, AICP

Community Development Director - Planning & Building Departments
She/Her/Hers

695 Warner Parrott Road (PO Box 3040), Oregon City, Oregon 97045

Direct 503.496.1553 Office 503.722.3789

www.orcity.org | webmaps.orcity.org | www.rediscoverthefalls.com

Think **GREEN** before you print.

This e-mail is subject to the State Retention Schedule and may be made available to the public.

COVID-19 (Coronavirus) Information



LAND USE APPLICATION TRANSMITTAL – RESPONSE FORM

Date: 9/2/21

Land Use Application File Number: GLUA-20-00030

NAME: Natalia Martinez

AGENCY: Servplus, LLC

EMAIL ADDRESS: info@servpluswaterdamage.com

The land use application material is referred to you for your information, study and official comments. Your recommendations and suggestions will be used to guide the Planning staff when reviewing this proposal. If you wish to have your comments considered and incorporated into the staff report, please return a copy of this form to facilitate the processing of this application and to ensure prompt consideration of your recommendations.

Please check the appropriate spaces below.

☒	The proposal does not conflict with our interests.
☐	The proposal conflicts with our interests for the reasons attached. (Please attach additional information)
☐	The proposal would not conflict our interests if the changes noted below or attached are addressed.

Please add any specific comments below or attach a separate document with more information.

CONTACT THE PLANNING DIVISION IF YOU HAVE ANY QUESTIONS ABOUT THIS APPLICATION



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

SEWER AVAILABILITY WORK SHEET

Email to soilsconcern@clackamas.us

DATE: 3/16/2020 PERMIT/SERVICE NO.: _____

SECTION 1

APPLICANT INFORMATION

1. Property Address: 19630 McCord Road
 City, Zip: Oregon City, OR 97045
 Township: 3 Range: 2E Section: 07BD Tax Lot #: 06600
2. Name of Applicant: Dan Berge Telephone #: _____
 Mailing Address: 19630 McCord Road
 City, Zip: Oregon City, OR 97045
3. Describe type of facility the on-site sewage system will serve (business, residence or other):
☒ Single Family Residence ☐ Business ☐ Other: _____
4. Type of on-site sewage system permit application being proposed for this property:
☐ New Installation Permit ☒ Repair Permit ☐ Alteration Permit
☐ Non water-carried facility requests (pit privy, vault toilets for campgrounds)

SECTION 2

TO BE FILLED OUT BY SEWER DISTRICT, CITY ENGINEERING, PUBLIC WORKS
DEPARTMENT OR OTHER SEWER ADMINISTRATIVE BODY

SANITARY SEWER AVAILABILITY

OAR 340-071-0160 requires a permit application for onsite sewage disposal be denied if:

A sewerage system which can serve the proposed sewage flow is both legally and physically available.

* *Physical Availability:* A sewerage system shall be deemed physically available if its nearest connection point from the property to be served is:

- For a single family dwelling, or other establishment with a maximum projected daily sewage flow of not more than 450 gallons, within 300 feet;
- For a proposed subdivision or group of two to five single family dwellings, or equivalent projected daily sewage flow, not further than 200 feet multiplied by the number of dwellings or dwelling equivalents;
- For proposed subdivisions or other developments with more than five single family dwellings, or equivalents, the county agent shall make a case-by-case determination of sewerage availability.

EXCEPTION: A sewerage system shall not be considered available if topographic or man-made features make connection physically impractical.

* *Legal Availability:* A sewerage system shall be deemed legally available if the system is not under a DEQ connection permit moratorium, *and the sewerage system owner is willing or obligated to provide sewer service.*

10. Is a sewerage system physically available and legally available to serve this property?

Physically available: ☒ YES ☐ NO

Legally available: ☒ YES ☐ NO

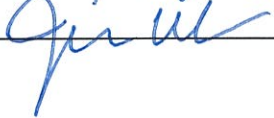
Distance from property to nearest accessible service line in feet: 0 feet

Reason sewer is not available (if either "No" is check above): _____

SEWER ADMINISTRATOR SIGNATURE:

Print name: Josh Wheeler

Title: Asst. City Engineer Contact Number: 503-496-1548

Signature:  Date: 3-16-20

***Notice:** This sewer availability work sheet is valid for septic permit applications for up to ONE (1) year from the date signed by the sewer administered.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

SEWER AVAILABILITY WORK SHEET

Email to soilsconcern@clackamas.us

DATE: _____ PERMIT/SERVICE NO.: _____

SECTION 1

APPLICANT INFORMATION

- Property Address: 19630 McCord Rd
City, Zip: Oregon city 97045
Township: 3S Range: 2E Section: 07BD Tax Lot #: 6600
- Name of Applicant: Dan Borge Telephone #: 503 515-5488
Mailing Address: P.O. Box 1927
City, Zip: Oregon city OR 97045
- Describe type of facility the on-site sewage system will serve (business, residence or other):
☒ Single Family Residence ☐ Business ☐ Other: _____
- Type of on-site sewage system permit application being proposed for this property:
☐ New Installation Permit ☒ Repair Permit ☐ Alteration Permit
☐ Non water-carried facility requests (pit privy, vault toilets for campgrounds)

SECTION 2

TO BE FILLED OUT BY SEWER DISTRICT, CITY ENGINEERING, PUBLIC WORKS
DEPARTMENT OR OTHER SEWER ADMINISTRATIVE BODY

SANITARY SEWER AVAILABILITY

OAR 340-071-0160 requires a permit application for onsite sewage disposal be denied if:

A sewerage system which can serve the proposed sewage flow is both legally and physically available.

* *Physical Availability:* A sewerage system shall be deemed physically available if its nearest connection point from the property to be served is:

Soilsconcern@clackamas.us

phone: 503-742-4740

fax: 503-742-4550

- For a single family dwelling, or other establishment with a maximum projected daily sewage flow of not more than 450 gallons, within 300 feet;
- For a proposed subdivision or group of two to five single family dwellings, or equivalent projected daily sewage flow, not further than 200 feet multiplied by the number of dwellings or dwelling equivalents;
- For proposed subdivisions or other developments with more than five single family dwellings, or equivalents, the county agent shall make a case-by-case determination of sewerage availability.

EXCEPTION: A sewerage system shall not be considered available if topographic or man-made features make connection physically impractical.

** Legal Availability:* A sewerage system shall be deemed legally available if the system is not under a DEQ connection permit moratorium, *and the sewerage system owner is willing or obligated to provide sewer service.*

10. Is a sewerage system physically available and legally available to serve this property?

Physically available: ☒ YES ☐ NO

Legally available: ☒ YES ☐ NO

Distance from property to nearest accessible service line in feet: 0

Reason sewer is not available (if either "No" is check above): _____

SEWER ADMINISTRATOR SIGNATURE:

Print name: Tosh Wheeler, PE

Title: Assistant City Engineer

Contact Number: (503) 687-0891

Signature: [Signature]

Date: 2-13-20

***Notice:** This sewer availability work sheet is valid for septic permit applications for up to ONE (1) year from the date signed by the sewer administered.



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 10/06/2021
From: Community Development Director Laura Terway & Public Works Director John Lewis

SUBJECT:

Resolution No. 21-46, Revisions to Extend the Parklet & Private Property Restaurant/Retail from November 20, 2021 to November 30, 2022 and Eliminate Some Temporary Fee Reductions

STAFF RECOMMENDATION:

Approval of Resolution No. 21-46

EXECUTIVE SUMMARY:

In response to COVID-19, the City Commission adopted a pilot program to allow temporary outdoor dining/retail in parking spaces in the right-of-way (parklets) and on private property from July 16, 2020 to November 30, 2021. As COVID-19 and variants there of remain a risk, Resolution 21-46 would extend the program to November 30, 2022. The Resolution would also eliminate the temporary fee reduction for parklets and sidewalk seating (from \$85 to \$0). The fee for these renewable right-of-way permits for temporary long-term obstructions are proposed to be reinstated (from \$0 to \$85), adjusted annually in accordance with the consumer price index. Fees for private parking lot areas would remain reduced at \$25 per year.

BACKGROUND:

On March 23, 2020, Governor Brown issued Executive Order 20-12, Stay Home, Save Lives, which closed non-essential businesses and severely limited others that were still able to remain open, including restaurants which prohibited on-premises food consumption. Since that time many have experienced loss of business through reduction of sales, social distancing, and closures.

On July 15, 2020, the City Commission adopted a parklet and outdoor dining/retail services pilot program from July 16, 2020 to November 30, 2020, excluding the winter months. The program allowed temporary outdoor dining/retail use of on-street parking stalls in the right-of-way and in private parking lots from. On October 21, 2020, the City Commission extending the timeframe so that that businesses could utilize the program

in the winter months. On March 17, 2021 the City Commission adopted revisions to the program in response to community feedback which expanded the flexibility of the program including allowing onsite retail/restaurants to be located throughout private property, such as patios or decks.

As businesses are allowed full capacity within their establishment, the Public Works Department is proposing to remove the temporary fee reduction associated with use of the public right-of-way. The Resolution would also eliminate the temporary fee reduction for parklets and sidewalk seating (from \$85 to \$0). The fee for these renewable right-of-way permits for temporary long-term obstructions are proposed to be reinstated (from \$0 to \$85), adjusted annually in accordance with the consumer price index. Fees for private parking lot areas would remain reduced at \$25 per year.

There are currently 4 parklets permitted and in operation, 20 businesses permitted for sidewalk seating, and 6 businesses permitted for private parking lot seating. No businesses have outstanding applications seeking this type of seating at this time, though some are in code enforcement.

OPTIONS:

1. Approve Resolution No. 21-46
2. Recommend staff return with modifications
3. Do not approve Resolution No. 21-46

RESOLUTION NO. 21-46**A RESOLUTION TO ALLOW TEMPORARY PARKLETS IN THE RIGHT-OF-WAY AND TEMPORARY PRIVATE PROPERTY OUTDOOR DINING AND RETAIL**

WHEREAS, the State of Oregon has placed restrictions on the use of commercial spaces due to the pandemic known as COVID-19; and

WHEREAS, providing an opportunity for businesses to expand their operations outdoors, either in the public right-of-way or private property, will generate greater pedestrian activity, help increase business patronage and overall interest in the area, and off-set some of the losses resulting from the spacing minimums required to reduce the spread of COVID-19; and

WHEREAS, temporary parklets are public spaces located in the public right-of-way that provide increased outdoor dining capacity; and

WHEREAS, temporary private property outdoor dining and retail activities will also provide additional seating or retail display space for local restaurants, bars, and retail businesses; and

WHEREAS, to be successful, parklets and private property outdoor dining and retail must adequately address infrastructure and parking impacts, be tied to a specific location, be safe for the public to use, be easily maintained by the permittee, be for a limited and certain term, and be capable of easy and fast installation and removal; and

WHEREAS, Oregon City Municipal Code ("OCMC") Section 12.04.120 identifies requirements for temporary obstructions in the right-of-way, OCMC Section 12.04.130 sets forth the requirements for sidewalk sales and OCMC Titles 15.28, 16 and 17 includes planning standards such as minimum and maximum off-street parking requirements; and

WHEREAS, the City Commission approved Resolution 20-22 temporary allowing parklets and private property outdoor dining and retail from July 16, 2020 to November 30, 2020 and again from March 15, 2021 to November 30, 2021 with a fee of \$25 per year after March 14th. Resolution 20-30 allowed the business that submitted a permit by November 30th, to continue the use from December 1, 2020 to March 14, 2021 without additional review. Resolution 21-15 updated the standards for parklets and private property restaurants and retail from March 17, 2021 to November 30, 2021; and

WHEREAS, this Resolution will remove the fee reduction in Resolution 20-22 and Resolution 20-30 for parklets to the fee in the adopted Engineering Fee Schedule. The \$25 permit fee reduction for private property outdoor dining and retail will remain; and

WHEREAS, this Resolution will extend the pilot program an additional year to November 30, 2022 year as identified in Exhibit A; and

WHEREAS, after the facilities are initially permitted, additional review is required each year as well as any time changes are proposed. Each review requires submittal of a separate application and associated fee.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City hereby allows Exhibit A, The Oregon City COVID-19 Recovery Assistance Program (the “Program”), which authorizes parklets on a limited basis within the MUD zone extending along 7th Street between Singer Hill Road and Jackson Street and the use of private parking lots on a limited basis throughout the City.

Section 2. All engineering fees shall be administered by the adopted Engineering Fee Schedule. Planning fees that otherwise would apply to a request to expand or alter a business into a private parking lot consistent with the Program terms shall be subject to a fee of \$25 per business for each application type.

Section 3. All applicable engineering standards set forth in OCMC 12.04.120 and 12.04.130 for all temporary obstructions relating to restaurant, bar seating and retail sales within the public right-of-way that otherwise complies with the Program shall be waived during the duration of the program.

Section 4. All applicable land use planning standards set forth in in OCMC Titles 15.28, 16 and 17 for development on private property necessary to accommodate temporary outdoor dining and retail that otherwise complies with the Program shall be waived during the duration of the program.

Section 5. Authorizations granted pursuant to this resolution are temporary and may occur only from October 6, 2021 to November 30, 2022.

Section 6. 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 October 2021.

RACHEL LYLES SMITH, Mayor

Attested to this 6th day of October 2021:

Approved as to legal sufficiency:

City Attorney

Exhibit A: Oregon City COVID-19 Recovery Assistance Program October 6, 2021 – November 30, 2022

Oregon City COVID-19 Recovery Assistance Program: October 6, 2021 – November 30, 2022

Due to the COVID-19 pandemic, the City of Oregon City supports alternative ways to help increase patronage of local businesses effected by physical distancing requirements. This program includes temporarily allowing the following with restrictions:

- **Parklet Pilot Program:** Restaurants in certain locations downtown and along 7th Street to temporarily use adjacent on-street parking for outdoor temporary use as an extension of dining; and
- **Private Property Outdoor Dining and Retail Program:** Retail and Restaurants throughout the City to use up to half their parking lot or other locations on private property, such as decks or patios, for additional retail and/or dining.

This guide applies to both programs from October 6, 2021 to November 30, 2022.

Parklet Pilot Program

Restaurants in the Mixed Use Downtown District and along 7th Street (Singer Hill Road to Jackson Street) may construct a parklet in adjacent on-street parking areas to allow expanded outdoor dining.

These expanded seating areas called “parklets” will allow restaurants throughout the business community to temporarily increase seating capacity and safely serve more customers, while maintaining social distancing, by locating chairs and tables along sidewalks, in on-street parking areas. See Exhibit 2 for conceptual drawings.



ELIGIBILITY OF BUSINESSES

Eating and drinking establishments within the Mixed Use Downtown (MUD) District and within a block of 7th Street (from Singer Hill Road to Jackson Street).

PARKLET LOCATIONS

The parklet program limits the number of allowed parklets per block as necessary to accommodate for ADA accessibility for pedestrians, protect accessible parking and no-parking areas such as loading zones. ADA parking spaces may be relocated temporarily if ADA standards can continue to be met.

1. Location

A parklet must be located within an existing on-street parking stall abutting or partially abutting the business utilizing the parklet. Only one parklet may utilize one parking stall; however, multiple parklets are allowed per business, per frontage if neighboring property owners and businesses approve of additional parklets. Businesses may work together to create a parklet using two or more on-street parking stalls if the businesses are adjacent to each other. In addition, any business may allow customers of other nearby business to utilize the parklet.

2. Approval

A parklet shall only be located in designated on-street parking areas that have been approved by the City of Oregon City after careful review and authorization via a Parklet Permit. The property owner, any additional building tenants, along with all other businesses located adjacent to and immediately abutting within the same block of the parklet must provide written consent supporting the request.

3. Posted Speed Limit

A parklet may be established along roadways where the posted speed limit is 25 mph or less.

4. Parking Zones

Parklets are prohibited in accessible parking spaces and the accessible aisle adjacent to the accessible spaces and no parking zones. See Exhibit 1 for locations that are prohibited from parklet use in downtown; areas marked in red. ADA parking spaces may be relocated temporarily if ADA standards can continue to be met.

TERM OF USE

Parklets are to be temporary in construction and must be completely removed on or before November 30, 2022.

GENERAL GUIDELINES

- Public parklets must be located adjacent to the applicant's business.
- If all accessibility and design requirements are met, installation of a parklet platform is not required, provided that existing pavement is not damaged or otherwise altered.
- Design for easy removal. The parklet will sit on top of the existing street surface. Because parklets may sit on top of critical infrastructure and utilities such as gas lines, sewer and water mains, etc., they need to be designed for easy removal in case of an emergency.
- No additional signage is allowed within or on the parklet other than those required by law.
- Maintenance and litter removal are the responsibility of the applicant/owner. Failure to maintain the parklet may result in the revocation of the permit.
- No audio systems or other sound amplification devices are permitted for incorporation in the design of any parklet and shall not be used on any parklet.
- No smoking or vaping is permitted within a parklet at any time.
- ADA Guidelines must be met at all times.
- If applicable, the applicant is responsible for obtaining separate Oregon Liquor Control Commission (OLCC) permits.
- If applicable, the applicant is responsible for following food safety guidelines as well as Center for Disease Control (CDC) guidelines regulated by the Oregon Health Authority.
- If applicable, the applicant is responsible for following fire safety guidelines as regulated by Clackamas Fire District #1.
- Permits are required annually to retain or add seating as a parklet, on a sidewalk, or in a private parking lot.

MAINTENANCE OF THE PARKLET

The parklet will be owned and maintained by the applicant. The applicant is responsible for all costs associated with the design development, construction, installation, maintenance, and removal of the parklet. Approval of an application obligates the applicant to keep the parklet free of debris, grime, and graffiti, and to keep all plants in good health.

The permit requires that the facility is swept daily and debris is removed from under (if applicable) and around the parklet a minimum of once a week. A maintenance plan and agreement are required to ensure compliance.

PARKLET DESIGN STANDARDS

The following design standards ensure that all parklets are safe, accessible, attractive, and functional.

1. BASE AND DECKING

If proposed, parklet decking must be designed such that the parklet has a vertical lip of no more than ¼-inch as it connects to the curb and may not have more than a ½ inch gap from the curb. The cross slope from the curb to the street must not exceed 2%. This means that most parklets will likely have an elevated base decking. The submitted design must demonstrate that the deck is compliant with ADA accessibility requirements including at least one ADA-compliant access point for each parking space used.

The parklet platform may not be attached to or damage the street and must be easily assembled and disassembled. Any damage to the street is the responsibility of the applicant.

The parklet platform must be designed to allow for curblane stormwater drainage and include a minimum twelve (12") inch gutter bar. The parklet platform must be designed to not allow debris to collect underneath the deck.

2. PARKLET FOOTPRINT

A buffer is required in the locations in which the parklet abuts adjacent on-street parking stalls. For parallel parking there must be a twenty-four (24") inch setback on either end of the parklet, adjacent to parallel parking, and to the roadway. Wheel stops may be used but are not required.

For diagonal and perpendicular spaces, the edge of the parklet must be set back eighteen (18") inches from the adjacent parking space on either side. This setback space must be included within the parklet space, and not be taken from the adjacent space.

For multiple businesses adjacent to each other or businesses that received approval from the City and neighboring properties to install multiple parklets, adjoining stalls are allowed without a buffer.

3. BUFFER

Parklet design must include a physical continuous physical barrier along the street able to withstand impact while maintaining clear visual sightlines to the street.

To protect a parklet located on a parallel parking space from parking maneuvers, substantial planters, weighted bollards, or other structures that can withstand light vehicular impact, must be installed on either end of the parklet and at the street edge. Cones or Type II barricades are not acceptable. Parklets occupying diagonal parking spaces are not required to have such substantial edge materials, except for the side and corners at the street edge. Additional traffic safety items may be added to the final design by City staff.

Barriers and fencing may not extend into the street side setback zone or bolted into the street. If portable fencing is used, each section must be connected together. If cable is used for the barrier, spacing between cables cannot exceed 6-inches.

A reflective delineator post must be placed at the outer corners of the parking space/parklet, 6-inches from the wheel stops. Delineator posts must be 36-inches tall, cylindrical, white, flexible, and must include reflective striping.

4. VERTICAL ELEMENTS

Vertical elements, such as planters and umbrellas over tabletops, should be included so that the facility is visible to vehicles. Umbrellas or sails cannot be placed within 20 feet of a stop sign and must be contained within the parklet.

Applicants with overhead canopies, sails, or similar must demonstrate that the structures have the ability to withstand wind loads equal to the standards which apply on private property. Covers comprised of more substantial materials such as wood or metal are not allowed.

Applicants proposing a cover must demonstrate that visual obstruction to adjacent businesses, both to storefronts and identifying signage, is minimized.

5. MATERIALS

The use of high quality, durable materials capable of withstanding prolonged use is required. Examples include wood and metal. Pallets, construction fencing, or chain link are not allowed.

Surface materials: loose particles, such as sand or loose stone, are not permitted on the parklet. A non-slip surface is required.

6. SEATING

Everyone should be able to travel adjacent sidewalks and enjoy parklets. Furniture must be able to accommodate a minimum of one accessible space per parklet. To accommodate for social distancing measures currently in place, tables, including their seating, and circulation areas must be a minimum of 6 feet from one another.

7. LIGHTING

Lighting that extends across the sidewalk must be a minimum of 8 feet above the sidewalk. Any single lighting source more than 40 watts shall be shielded.



8. HEATING APPLIANCES

Portable outdoor gas-fired heating appliances (such as propane heaters) shall be approved by Clackamas Fire District #1.

9. SIDEWALK DIVERSIONS

In place of a parklet, a business may choose to install a sidewalk diversion which must meet ADA guidelines, be made of durable materials, using slip resistant materials, and be protected similarly with substantial planters, weighted bollards, or other structures that can withstand light vehicular impact.

Barriers and fencing may not extend into the street side setback zone or be bolted into the street. If portable fencing is used, each section must be connected together. If cable is used for the barrier, spacing between cables cannot exceed 6-inches.

A reflective delineator post must be placed at the outer corners of the parking space/sidewalk diversion, 6-inches from the wheel stops. Delineator posts must be 36-inches tall, cylindrical, white, flexible, and must include reflective striping.



Example of a sidewalk diversion

APPLICATION

An application for a Parklet Permit is required and must be approved before installation of the parklet. Once the parklet is constructed, an inspection is required to verify compliance with the approved application. Applications will be accepted on a rolling basis. A parklet applicant must comply with the applicable standards and agree to the terms of the Indemnity and Release Agreement required as part of the application including Liability Insurance covering Permittee's activity described in the Release.

PARKLET PERMIT FEE

During the pilot program year of December 1, 2021 to November 30, 2022, a \$25 parklet fee will be required per year for private parking lot seating. Parklets and Sidewalk Seating shall follow fees set by Resolution in the Engineering Fee Schedule effective at the time of application.

LIABILITY INSURANCE

A parklet applicant must maintain general liability insurance in the amount no less than \$2 million per occurrence/\$4 million aggregate throughout the term of the parklet permit, in accordance with the Indemnity and Release Agreement obligations and City of Oregon City standards.

SITE PLAN

A design document is required at the time of application submittal. A complete set of proposal drawings is required in order to be considered for approval. This site plan/design will help staff understand how your parklet would fit within the street. The site plan does not need to be drawn by a design professional, it can be a done by hand or computer, and

shows the exact location of the parklet, the area around the parklet, the proposed layout and dimensions, and where parklet amenities (e.g., seating and landscape features) would be placed. Staff will determine if your selected site is appropriate for a parklet and how the parklet would integrate into the neighborhood context.

EXHIBIT 1



Main Street from 6th Street to Hwy 99E



Main Street from 6th Street to 8t Street

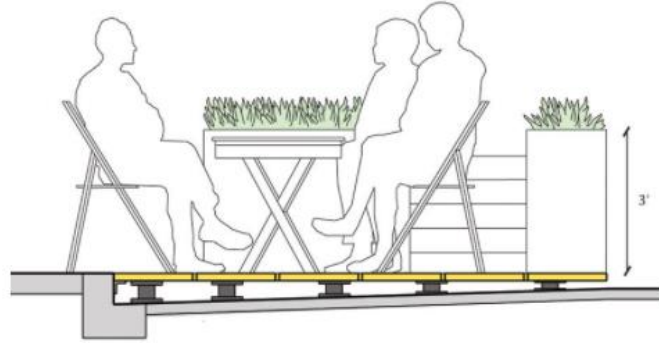
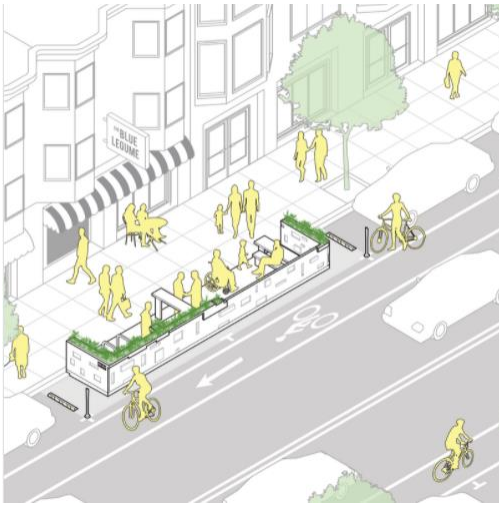


Main Street from 8th Street to 10th Street



Main Street from 10th Street to 11th Street

EXHIBIT 2 – Possible Options



Private Property Outdoor Dining and Retail Program

The following temporary program is designed to support local restaurants/bars and retail subject to COVID-19 minimum spacing requirements. The purpose of the program is to temporarily allow the use of up to half of a private parking lot or other areas on private property, such as patios or decks, for outdoor seating or retail use. Simply placing furniture on an existing patio or deck is not subject to compliance with this program, however, tents or other shade structures placed on a patio or deck require compliance with this program unless approved through a Site Plan and Design Review.



This program is temporary. Outdoor dining and retail areas constructed in compliance with these provisions in construction and must be completely removed on or before November 30, 2022. The minimum parking requirements as well as other applicable land use standards are suspended and replaced with the requirements within this policy.

DESIGN STANDARDS

1. SIZE

Up to 50% of the parking spaces in a parking lot on the same property as a restaurant/bar or retail business may be converted to outdoor dining/retail space. Within shopping centers, where a lot serves more than one business, the 50% limit applies to the shopping center parking lot as a whole.

2. DESIGN

- a. To protect the outdoor dining or retail area from parking maneuvers, substantial planters, weighted bollards, or other structures that can withstand light vehicular impact must be installed between vehicular areas and the expanded outdoor space. Cones or Type II barricades are not acceptable. A physical barrier is not required for outdoor seating/retail areas which are separated from parking lots or auto travel lanes by a raised curb, bollards, landscaping, or other continuous existing physical barrier.
- b. Minimum required landscaping shall not be removed.
- c. Required pedestrian walkways shall be maintained.
- d. An unlimited number of temporary tents, umbrellas, or and other shade structures are allowed within the expanded outdoor area with documentation

demonstrating they are secured to the ground or otherwise protected from movement. The structures may be any size.

- e. No use of the ADA stall(s) or adjacent striping is allowed.
- f. No change to the vehicular ingress/egress of the site is allowed.
- g. The following minimum clearance must be maintained within the parking lot:
8 feet above sidewalks/pedestrian accessways
No cords, structures, sails, coverings, or similar may cover or extend across a space for vehicle maneuvering or parking.
- h. Any single lighting source more than 40 watts shall be shielded. Excessive lighting may be deemed a nuisance.
- i. If seating is provided, a minimum of one accessible (ADA) seat shall be provided per parklet.

3. **MATERIALS**

- a. The outdoor dining area shall be designed for easy removal.
- b. No installation of gravel, sand, or other surface materials is allowed.
- c. No chain link, pallets, or construction fencing is allowed.

4. **OTHER STANDARDS**

- a. Approval from the property owner is required.
- b. Approval from the Building Department and Clackamas County Fire District #1 is required.
- c. Applications must be submitted to the Planning Division.
- d. A fee of \$25 each year will be charged for participation in this program.

5. **PERMIT SUBMITTAL REQUIREMENTS**

An application for the Private Property Outdoor Dining and Retail Program is required and must be approved before installation. Once construction is complete, an inspection is required to verify compliance with the approved application

- ✓ Application Form
- ✓ Site Plan drawing or sketch including:
 - Footprint of the proposed outdoor dining/retail area
 - Building footprints and entrances
 - Existing parking stalls
 - Existing driveways
 - Proposed vehicle circulation diagram
 - Location of barricades around outdoor dining/retail area

If an owner wishes to continue use of the outdoor dining or retail area after the closure of this program, the owner shall be responsible for obtaining proper approvals as well as compliance with all applicable standards in the Oregon City Municipal Code.

Oregon City COVID-19 Recovery Assistance

Program: ~~March 17~~October 6, 2021 – November 30, ~~2021~~2022

Due to the COVID-19 pandemic, the City of Oregon City supports alternative ways to help increase patronage of local businesses effected by physical distancing requirements. This program includes temporarily allowing the following with restrictions:

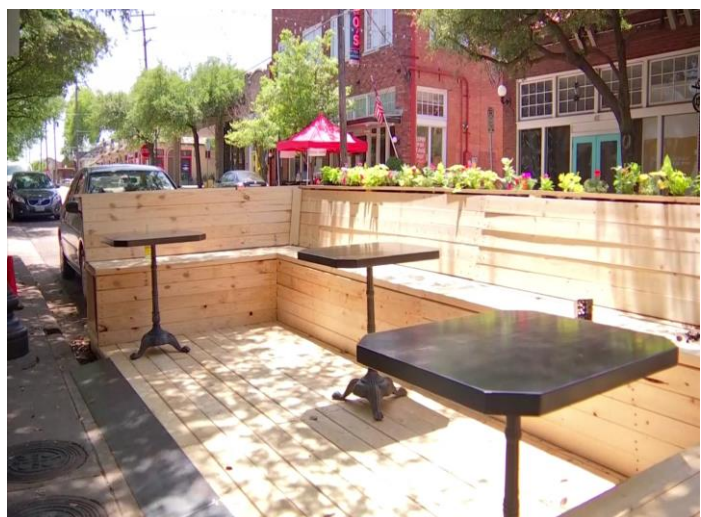
- **Parklet Pilot Program:** Restaurants in certain locations downtown and along 7th Street to temporarily use adjacent on-street parking for outdoor temporary use as an extension of dining; and
- **Private Property Outdoor Dining and Retail Program:** Retail and Restaurants throughout the City to use up to half their parking lot or other locations on private property, such as decks or patios, for additional retail and/or dining.

~~Both programs are temporary from July 16, 2020 – November 30, 2020 (with an extension over the winter for those who had previously submitted an application) and again from March 15, 2021–November 30, 2021.~~ This guide applies to both programs from March 17October 6, 2021 to November 30, 2021.

Parklet Pilot Program

Restaurants in the Mixed Use Downtown District and along 7th Street (Singer Hill Road to Jackson Street) may construct a parklet in adjacent on-street parking areas to allow expanded outdoor dining.

These expanded seating areas called “parklets” will allow restaurants throughout the business community to temporarily increase seating capacity and safely serve more customers, while maintaining social distancing, by locating chairs



and tables along sidewalks, in on-street parking areas. See Exhibit 2 for conceptual drawings.

ELIGIBILITY OF BUSINESSES

Eating and drinking establishments within the Mixed Use Downtown (MUD) District and within a block of 7th Street (from Singer Hill Road to Jackson Street).

PARKLET LOCATIONS

The parklet program limits the number of allowed parklets per block as necessary to accommodate for ADA accessibility for pedestrians, protect accessible parking and no-parking areas such as loading zones. ADA parking spaces may be relocated temporarily if ADA standards can continue to be met.

1. Location

A parklet must be located within an existing on-street parking stall abutting or partially abutting the business utilizing the parklet. Only one parklet may utilize one parking stall; however, multiple parklets are allowed per business, per frontage if neighboring property owners and businesses approve of additional parklets. Businesses may work together to create a parklet using two or more on-street parking stalls if the businesses are adjacent to each other. In addition, any business may allow customers of other nearby business to utilize the parklet.

2. Approval

A parklet shall only be located in designated on-street parking areas that have been approved by the City of Oregon City after careful review and authorization via a Parklet Permit. The property owner, any additional building tenants, along with all other businesses located adjacent to and immediately abutting within the same block of the parklet must provide written consent supporting the request.

3. Posted Speed Limit

A parklet may be established along roadways where the posted speed limit is 25 mph or less.

4. Parking Zones

Parklets are prohibited in accessible parking spaces and the accessible aisle adjacent to the accessible spaces and no parking zones. See Exhibit 1 for locations that are prohibited from parklet use in downtown; areas marked in red. ADA parking spaces may be relocated temporarily if ADA standards can continue to be met.

TERM OF USE

Parklets are to be temporary in construction ~~and. They may be assembled March 15 through November 30. Permits will be for this period only, pending review and approval. This means parklets must not be installed before March 15, unless otherwise authorized, and~~ must be completely removed on or before November 30, ~~2022 of each year.~~

GENERAL GUIDELINES

- Public parklets must be located adjacent to the applicant's business.
- If all accessibility and design requirements are met, installation of a parklet platform is not required, provided that existing pavement is not damaged or otherwise altered.
- Design for easy removal. The parklet will sit on top of the existing street surface. Because parklets may sit on top of critical infrastructure and utilities such as gas lines, sewer and water mains, etc., they need to be designed for easy removal in case of an emergency.
- No additional signage is allowed within or on the parklet other than those required by law.
- Maintenance and litter removal are the responsibility of the applicant/owner. Failure to maintain the parklet may result in the revocation of the permit.
- No audio systems or other sound amplification devices are permitted for incorporation in the design of any parklet and shall not be used on any parklet.
- No smoking or vaping is permitted within a parklet at any time.
- ADA Guidelines must be met at all times.
- If applicable, the applicant is responsible for obtaining separate Oregon Liquor Control Commission (OLCC) permits.
- If applicable, the applicant is responsible for following food safety guidelines as well as Center for Disease Control (CDC) guidelines regulated by the Oregon Health Authority.
- If applicable, the applicant is responsible for following fire safety guidelines as regulated by Clackamas Fire District #1.
- Permits are required annually to retain or add seating as a parklet, on a sidewalk, or in a private parking lot.

MAINTENANCE OF THE PARKLET

The parklet will be owned and maintained by the applicant. The applicant is responsible for all costs associated with the design development, construction, installation, maintenance, and removal of the parklet. Approval of an application obligates the applicant to keep the parklet free of debris, grime, and graffiti, and to keep all plants in good health.

The permit requires that the facility is swept daily and debris is removed from under (if applicable) and around the parklet a minimum of once a week. A maintenance plan and agreement are required to ensure compliance.

PARKLET DESIGN STANDARDS

The following design standards ensure that all parklets are safe, accessible, attractive, and functional.

1. BASE AND DECKING

If proposed, parklet decking must be designed such that the parklet has a vertical lip of no more than ¼-inch as it connects to the curb and may not have more than a ½ inch gap from the curb. The cross slope from the curb to the street must not exceed 2%. This means that most parklets will likely have an elevated base decking. The submitted design must demonstrate that the deck is compliant with ADA accessibility requirements including at least one ADA-compliant access point for each parking space used.

The parklet platform may not be attached to or damage the street and must be easily assembled and disassembled. Any damage to the street is the responsibility of the applicant.

The parklet platform must be designed to allow for curblane stormwater drainage and include a minimum twelve (12") inch gutter bar. The parklet platform must be designed to not allow debris to collect underneath the deck.

2. PARKLET FOOTPRINT

A buffer is required in the locations in which the parklet abuts adjacent on-street parking stalls. For parallel parking there must be a twenty-four (24") inch setback on either end of the parklet, adjacent to parallel parking, and to the roadway. Wheel stops may be used but are not required.

For diagonal and perpendicular spaces, the edge of the parklet must be set back eighteen (18") inches from the adjacent parking space on either side. This setback space must be included within the parklet space, and not be taken from the adjacent space.

For multiple businesses adjacent to each other or businesses that received approval from the City and neighboring properties to install multiple parklets, adjoining stalls are allowed without a buffer.

3. BUFFER

Parklet design must include a physical continuous physical barrier along the street able to withstand impact while maintaining clear visual sightlines to the street.

To protect a parklet located on a parallel parking space from parking maneuvers, substantial planters, weighted bollards, or other structures that can withstand light vehicular impact, must be installed on either end of the parklet and at the street edge.

Cones or Type II barricades are not acceptable. Parklets occupying diagonal parking spaces are not required to have such substantial edge materials, except for the side and corners at the street edge. Additional traffic safety items may be added to the final design by City staff.

Barriers and fencing may not extend into the street side setback zone or bolted into the street. If portable fencing is used, each section must be connected together. If cable is used for the barrier, spacing between cables cannot exceed 6-inches.

A reflective delineator post must be placed at the outer corners of the parking space/parklet, 6-inches from the wheel stops. Delineator posts must be 36-inches tall, cylindrical, white, flexible, and must include reflective striping.

4. VERTICAL ELEMENTS

Vertical elements, such as planters and umbrellas over tabletops, should be included so that the facility is visible to vehicles. Umbrellas or sails cannot be placed within 20 feet of a stop sign and must be contained within the parklet.

Applicants with overhead canopies, sails, or similar must demonstrate that the structures have the ability to withstand wind loads equal to the standards which apply on private property. Covers comprised of more substantial materials such as wood or metal are not allowed.

Applicants proposing a cover must demonstrate that visual obstruction to adjacent businesses, both to storefronts and identifying signage, is minimized.

5. MATERIALS

The use of high quality, durable materials capable of withstanding prolonged use is required. Examples include wood and metal. Pallets, construction fencing, or chain link are not allowed.

Surface materials: loose particles, such as sand or loose stone, are not permitted on the parklet. A non-slip surface is required.

6. SEATING

Everyone should be able to travel adjacent sidewalks and enjoy parklets. Furniture must be able to accommodate a minimum of one accessible space per parklet. To accommodate for

social distancing measures currently in place, tables, including their seating, and circulation areas must be a minimum of 6 feet from one another.

7. LIGHTING

Lighting that extends across the sidewalk must be a minimum of 8 feet above the sidewalk. Any single lighting source more than 40 watts shall be shielded.



8. HEATING APPLIANCES

Portable outdoor gas-fired heating appliances (such as propane heaters) shall be approved by Clackamas Fire District #1.

9. SIDEWALK DIVERSIONS

In place of a parklet, a business may choose to install a sidewalk diversion which must meet ADA guidelines, be made of durable materials, using slip resistant materials, and be protected similarly with substantial planters, weighted bollards, or other structures that can withstand light vehicular impact.

Barriers and fencing may not extend into the street side setback zone or be bolted into the street. If portable fencing is used, each section must be connected together. If cable is used for the barrier, spacing between cables cannot exceed 6-inches.

A reflective delineator post must be placed at the outer corners of the parking space/sidewalk diversion, 6-inches from the wheel stops. Delineator posts must be 36-inches tall, cylindrical, white, flexible, and must include reflective striping.



Example of a sidewalk diversion

APPLICATION

An application for a Parklet Permit is required and must be approved before installation of the parklet. Once the parklet is constructed, an inspection is required to verify compliance with the approved application. Applications will be accepted on a rolling basis. A parklet applicant must comply with the applicable standards and agree to the terms of the Indemnity and Release Agreement required as part of the application including Liability Insurance covering Permittee's activity described in the Release.

PARKLET PERMIT FEE

During the ~~initial~~ pilot program year of December 1, 2021 to November 30, 2022, a \$25 parklet fee will be required per year for private parking lot seating, but the sidewalk fee will be waived. Parklets and Sidewalk Seating shall follow fees set by Resolution in the Engineering Fee Schedule effective at the time of application.

LIABILITY INSURANCE

A parklet applicant must maintain general liability insurance in the amount no less than \$2 million per occurrence/\$4 million aggregate throughout the term of the parklet permit, in accordance with the Indemnity and Release Agreement obligations and City of Oregon City standards.

SITE PLAN

A design document is required at the time of application submittal. A complete set of proposal drawings is required in order to be considered for approval. This site plan/design will help staff understand how your parklet would fit within the street. The site plan does not need to be drawn by a design professional, it can be a done by hand or computer, and

shows the exact location of the parklet, the area around the parklet, the proposed layout and dimensions, and where parklet amenities (e.g., seating and landscape features) would be placed. Staff will determine if your selected site is appropriate for a parklet and how the parklet would integrate into the neighborhood context.

EXHIBIT 1



Main Street from 6th Street to Hwy 99E



Main Street from 6th Street to 8t Street

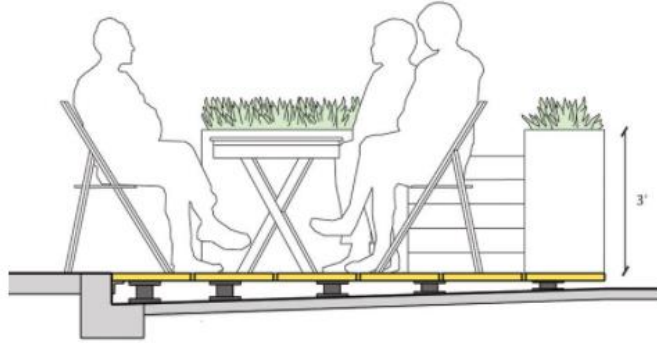
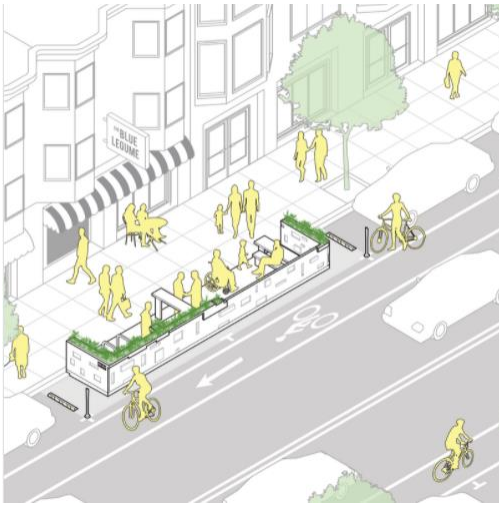


Main Street from 8th Street to 10th Street



Main Street from 10th Street to 11th Street

EXHIBIT 2 – Possible Options



Private Property Outdoor Dining and Retail Program

The following temporary program is designed to support local restaurants/bars and retail subject to COVID-19 minimum spacing requirements. The purpose of the program is to temporarily allow the use of up to half of a private parking lot or other areas on private property, such as patios or decks, for outdoor seating or retail use. Simply placing furniture on an existing patio or deck is not subject to compliance with this program, however, tents or other shade structures placed on a patio or deck require compliance with this program unless approved through a Site Plan and Design Review.



This program is temporary. Outdoor dining and retail areas constructed in compliance with these provisions in construction and must be completely removed on or before November 30, 2022~~may be assembled from July 16, 2020 – November 30, 2020 and again from March 15, 2021 – November 30, 2021. Temporary facilities that submitted a permit by November 30, 2020 were allowed to continue use, from December 1, 2020 to March 14, 2021.~~ The minimum parking requirements as well as other applicable land use standards are suspended and replaced with the requirements within this policy.

DESIGN STANDARDS

1. SIZE

Up to 50% of the parking spaces in a parking lot on the same property as a restaurant/bar or retail business may be converted to outdoor dining/retail space. Within shopping centers, where a lot serves more than one business, the 50% limit applies to the shopping center parking lot as a whole.

2. DESIGN

- a. To protect the outdoor dining or retail area from parking maneuvers, substantial planters, weighted bollards, or other structures that can withstand light vehicular impact must be installed between vehicular areas and the expanded outdoor space. Cones or Type II barricades are not acceptable. A physical barrier is not required for outdoor seating/retail areas which are separated from parking lots or auto travel lanes by a raised curb, bollards, landscaping, or other continuous existing physical barrier.
- b. Minimum required landscaping shall not be removed.
- c. Required pedestrian walkways shall be maintained.

- d. An unlimited number of temporary tents, umbrellas, or and other shade structures are allowed within the expanded outdoor area with documentation demonstrating they are secured to the ground or otherwise protected from movement. The structures may be any size.
- e. No use of the ADA stall(s) or adjacent striping is allowed.
- f. No change to the vehicular ingress/egress of the site is allowed.
- g. The following minimum clearance must be maintained within the parking lot:
8 feet above sidewalks/pedestrian accessways
No cords, structures, sails, coverings, or similar may cover or extend across a space for vehicle maneuvering or parking.
- h. Any single lighting source more than 40 watts shall be shielded. Excessive lighting may be deemed a nuisance.
- i. If seating is provided, a minimum of one accessible (ADA) seat shall be provided per parklet.

3. **MATERIALS**

- a. The outdoor dining area shall be designed for easy removal.
- b. No installation of gravel, sand, or other surface materials is allowed.
- c. No chain link, pallets, or construction fencing is allowed.

4. **OTHER STANDARDS**

- a. Approval from the property owner is required.
- b. Approval from the Building Department and Clackamas County Fire District #1 is required.
- c. Applications must be submitted to the Planning Division.
- d. A fee of \$25 each year will be charged for participation in this program.

5. **PERMIT SUBMITTAL REQUIREMENTS**

An application for the Private Property Outdoor Dining and Retail Program is required and must be approved before installation. Once construction is complete, an inspection is required to verify compliance with the approved application

- ✓ Application Form
- ✓ Site Plan drawing or sketch including:
 - Footprint of the proposed outdoor dining/retail area
 - Building footprints and entrances
 - Existing parking stalls
 - Existing driveways
 - Proposed vehicle circulation diagram
 - Location of barricades around outdoor dining/retail area

If an owner wishes to continue use of the outdoor dining or retail area after the closure of this program, the owner shall be responsible for obtaining proper approvals as well as compliance with all applicable standards in the Oregon City Municipal Code.

RESOLUTION NO. 21-05

**A RESOLUTION MODIFYING THE PUBLIC WORKS ENGINEERING FEE SCHEDULE AND
AMENDING RESOLUTION NO. 20-36**

WHEREAS, the City of Oregon City adopted Resolution No. 20-36 establishing a schedule of permit fees for Public Works Engineering which included all engineering fees previously adopted by resolutions, and established a consistent method to adjust these fees on an annual basis to account for inflation; and

WHEREAS, the City of Oregon City has adopted Resolution No. 20-36 and other resolutions establishing fees that are necessary to defray the Public Works Engineering Division's actual operational costs; and

WHEREAS, the City of Oregon City desires to modify the Public Works Engineering Fee schedule, Exhibit A, which includes all engineering fees previously adopted by resolutions; proposes one fee change as described in Exhibit B, Fee Explanation; and continues to include an annual adjustment to adjust these fees to account for inflation; and

WHEREAS, the City of Oregon City, City Commission resolves that the City should recover to the extent practicable, the actual cost of providing Public Works Engineering Services to facilitate the issuing of permits for construction of various public and private infrastructure per the City of Oregon City standards.

NOW, THEREFORE, THE CITY OF OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City hereby adopts Exhibit A, Public Works Engineering Fee schedule, to become effective March 17, 2021, with the reduction of the renewable right-of way-permit fee as described in Exhibit B, Fee Explanation.

Section 2. The Public Works Engineering Fee Schedule, Exhibit A, shall continue to be adjusted annually to account for inflation on January 1st. The adjustment to account for inflation shall be based on changes in the CPI-W for the Pacific Division of the West Region.

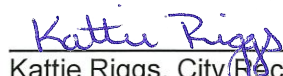
Approved and adopted at a regular meeting of the City Commission held on the 17th day of March 2021.



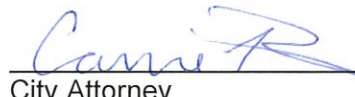
ROCKY SMITH, City Commission President

Attested to this 17th day of March 2021:

Approved as to legal sufficiency:



Kattie Riggs, City Recorder



City Attorney



City of Oregon City

Public Works

Engineering Fee Schedule

March 17, 2021

Item 9a.

Fee/Engineering Service/Permit Type	Fee Description	Rate	Fee
Erosion & Sediment Control SFR Permit (Application, Plan Review, Inspection)	Regular	Flat	\$274
	Reduced w/ Certification	Flat	\$210
	Re-inspection for failed inspection	Flat	\$85
Erosion & Sediment Control Non-SFR Permit (Application, Plan Review, Inspection)	Regular (1 acre or less)	Flat	\$726
	Reduced w/ Certification (1 acre or less)	Flat	\$402
	PLUS, each additional acre or fraction thereof	Per Unit	\$129
	Re-inspection for failed inspection	Flat	\$85
Engineering Services for Building Permits	Engineering Site Plan Review for Building Permit	Flat	\$85
	Inspection for Public Sidewalk and Driveway Approach for single family subdivision lot Building Permit	Flat	\$170
Public Utility Service Permit	Application for Public Water Service Line, Sanitary Sewer or Stormwater Service Laterals	Flat	\$54
	Plan Review	Flat	\$116
	Utility Inspection	Flat	\$170
	Pavement Cut & Restoration Inspection	Flat	\$28
	Utility Permit Sidewalk Repair Inspection	Flat	\$28
	Utility Permit Driveway Approach Repair Inspection	Flat	\$28
	Utility Re-Inspection	Flat	\$85
	Sanitary Sewer Service Lateral Launch Video Inspection by City per Customer request	Flat	\$238
	Sanitary Sewer Service Tap Video Inspection at Public Main Line Connection	Flat	\$238
Public Street Driveway Approach Permit	Application	Flat	\$54
	Plan Review	Flat	\$116
	Inspection	Flat	\$170
	Re-Inspection	Flat	\$85
Public Street Sidewalk Permit	Application and Plan Review	Flat	\$54
	Inspection	Flat	\$116
	Re-Inspection	Flat	\$85
Public Street Sidewalk Group Permit	Application (one contractor for multiple sidewalk panel replacements along one block of street frontage, block length shall be a maximum length of 500 feet)	Flat	\$54
	Plan Review	Flat	\$116
	Inspection	Flat	\$170
	Re-Inspection	Flat	\$85

Fee/Engineering Service/Permit Type	Fee Description	Rate	Fee Item 9a.
Grading Permit (Filling, Grading, Excavating, including temporary material stockpile)	Application, Plan Review and Site Monitoring (*Engineer's Cost Estimate when applicable)	Flat Fee Plus Percentage	\$296 plus 2.5% of cost estimate*
Public Improvements Development Engineering Services (Street, Water, Sanitary Sewer, Stormwater)	5% of Engineer's Final Cost Estimate (2.5% Technical Plan Review Fee for First through Third Technical Plan Reviews plus 2.5% Inspection Fee)	Percentage	5% of cost estimate
	Additional Technical Plan Review Fee for every plan review beyond the third Technical Plan Review. 0.5% added to 2.5% Technical Plan Review Fee for each additional Plan Review after the Third Plan Review	Percentage	0.5% of cost estimate
Geotechnical Review	City Peer Review of Geotechnical Documents (Reports, Plans, Other)	Actual Cost	Actual Peer Review cost
Stormwater Management Peer Review	City Peer Review of Engineered Method to Calculate Size of Stormwater Management Facilities	Actual Cost	Actual Peer Review cost
Temporary Obstruction in ROW Permit	Application and Plan Review	Flat	\$28
	Inspection	Flat	\$28
Long Term Obstruction in ROW with Revocable ROW Permit	Application	Flat	\$54
	Plan Review	Flat	\$116
	City Resolution and Document Process	Flat	\$227
	Revocable ROW Permit	Flat	\$170
City Resolution and Document Processing	City Resolution and Document Processing	Flat	\$227
Document Processing and Recording Fee	Record one document at one time	Flat	\$309
	record each additional document at same time with first document	Flat	\$175
Plat Review	Partition	Flat	\$585
	Subdivision	Flat	\$819
	Planned Development	Flat	\$2,125
Vacation of Public Rights-of-Way or Public Easements	Public Right-of-Way	Flat	\$1,129
	Public Easement	Flat	\$666
Special Event ROW Permit	Application and Review	Flat	\$170
	ROW Inspection for use of ROW during Special Event	Flat	\$170
Renewable ROW Permit (outdoor seating, monitoring wells, other)	Application, Review and Inspection	Flat	\$85
ROW Permit General - Minor work outside of travel ways and no vehicular traffic control	Application, Review and Inspection	Flat	\$170
ROW Permit General - Moderate work within travel ways and not requiring Technical Plan Review	Application and Plan Review	Flat	\$170
	Inspection	Flat	\$170
ROW Permit General - Major work in ROW requiring technical plan review	Application, Technical Plan Review and ROW Inspection is Flat Fee plus 2.5% of Engineer's Final Cost Estimate	Flat Fee Plus Percentage	\$296 plus 2.5% of cost estimate
Small Cell Facility - Minor Installation (on Existing Third Party Utility Structure)	Application, Review and Inspection	Flat	\$784

Fee/Engineering Service/Permit Type	Fee Description	Rate	Fee Item 9a.
Small Cell Facility - Major Installation (on City Utility Structure or Proposed New Structure) (requires Technical Plan Review)	Application, Technical Plan Review and Inspection - Flat Fee plus actual cost over Flat Fee plus 15% Administrative Fee	Flat Fee plus Actual Cost over Flat Fee plus Administrative Cost Percentage	\$784 plus actual cost over Flat Fee plus Administrative Fee
ROW Licensee Major Installation - Fiber, Cable, Natural Gas, Electric, Telecommunications (does not include Small Cell Facility) requires Technical Plan Review	5% of Engineer's Final Cost Estimate (2.5% Technical Plan Review Fee for First through Third Technical Plan Reviews plus 2.5% Inspection Fee)	Percentage	5% of cost estimate
	Additional Technical Plan Review Fee for every plan review beyond the third Technical Plan Review. 0.5% added to 2.5% Technical Plan Review Fee for each additional Plan Review after the Third Plan Review	Percentage	0.5% of cost estimate
Film Permit	ROW Inspection for use of ROW during filming	Flat	\$170
	Usage fee for using City facilities' sanitary sewer during filming	Flat	\$37
	Usage fee for using City facilities' water during filming	Flat	\$37
Annual Permit for Banners in Right-of-Way (ROW)	(Note: Fees adopted through Resolution 15.31)	One Flat Fee applies prior to June 30 th / One Flat Fee after June 30 th	\$195 prior to June 30 th / \$98 after June 30 th
Street Light Pole Banner Installation/Removal Permit in ROW	Fees for application, review, installation and removal of street light pole banners (Note: Fees adopted through Resolution 15.31)	Flat Rate per street light pole banner	\$23
Cross Street Banner Installation/Removal Permit in ROW (ODOT Hwy 99E Pedestrian Bridge)	Fees for application, review, installation and removal of cross street banner at ODOT Hwy 99E pedestrian bridge (Note: Fees adopted through Resolution 15.31)	Flat	\$74
Approved requests for after-hours or weekend City staff inspections shall be billed based on staff cost.			



Exhibit B

Fee Explanation for Public Works Engineering Fees Resolution No. 21-05

The following provides a brief explanation of proposed changes to the Public Works Engineering Fees.

Currently, the Public Works Engineering Development Services Group provides a renewable right-of-way permit for temporary long-term obstructions such as sidewalk seating on an annual basis at a cost of \$170.00.

Based on a request to review these fees in December 2019, providing a revised municipal code section 12.04, and analyzing the fees that other cities within the area charge, the Public Works Department proposed we reduce the fee from \$170.00 to \$85.00 starting March 17, 2021.

These fees shall be adjusted annually for inflation and rounded to the nearest dollar on January 1, as stated in past resolutions.



EXHIBIT C

Comparison of Code and Fees for Metro Cities with Respect to Sidewalk Obstructions

<u>City</u>	<u>City Code?</u>	<u>Permit Fee</u>
Oregon City	12.04	\$167 (Renewable Right of Way)
West Linn	CDC Chapter 53 and 42	\$100 (Sidewalk Use)-updated soon
Gladstone	Does not exist	Does not exist
Lake Oswego	Article 42.19	Self Policing, Fee repealed 3/2018
Wilsonville	Does not exist	Does not exist (no main streets)
Tigard	10.32.200, 15.16	\$100 (Encroachments)
Tualatin	Not Allowed	Not Allowed
Happy Valley	10.16, 12.04	\$150 (up to 90 days)
Milwaukie	19.504, 12.14	\$50 (Minor Encroachment)
Gresham	8.65.030,6.35.040	\$123 (Encroachment)
Beaverton	Does not exist	Does not exist
Hillsboro	5.36, 8.08,8.12	\$50 (one time), \$25 renewal (sidewalk vendor)

Note: All information has been verified with each community in late 2019/early 2020.



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: 10/06/2021

SUBJECT:

Water Ballot Measures – Update and Outreach

STAFF RECOMMENDATION:

Recommend informing public of upcoming ballot measures

BACKGROUND:

In May 1996, voters approved two City Charter amendments that restricted the City from bonding (Section 57) and limited water rate increases to 3% annually without voter approval. In addition, it included a provision that would force water rates to return to the 1994 rates. The vote was approved; however, a legal injunction resulted in a 20-year delay in the implementation of the rate rollback.

In 2012, the Water Distribution System Master Plan was completed, including a new capital improvement plan. FCS Group was hired to complete a study of water rates and SDCs to support the new Master Plan. The FCS report showed a need for rate increases larger than allowed by the City Charter. This presented a large barrier, not only due to the voter approval requirement, but also due to the water rate rollback. SDC updates were not pursued at that time due to the effort required to address rate challenges.

In November 2012, City staff presented their recommendation of no water rate rollback and an 8% annual water rate cap to the City Commission. This recommendation was to solve impacts of the 1996 City Charter Amendment outcome and to shore up the revenue stability needed to sustain the existing water system. Further discussion and rate scenarios ensued, but the ultimate City Commission decision was to separate the rate stability concerns (maintain the 3% limit) but focus on solving the looming water rate rollback. On May 21, 2013, Oregon City voters approved ballot measure 3-423, avoiding the water rate rollback. Again, SDC increases were not pursued at this time due to the focus on water rates.

Since 2013, the City Commission has remained focused on the need for revenue stability necessary to sustain the existing water system as reflected in the City

Commission's past and present goals and priorities. The City Commission has also sustained water rate increases by 3% annually. SDC rate increases have been based on the Engineering News Record Construction Cost Index, which varies greatly from year to year. Over the past 6 years, the annual increase for SDC rates averages about 3%.

Unfortunately, the delay in updating charges and fees combined with the charter provisions have resulted in the City underfunding its water infrastructure. While the City has operated and maintained the system sufficiently to provide quality, reliable water to our customers, it is becoming increasingly more difficult as the fatigued and aging infrastructure and growing community increase Oregon City's risk of not meeting the community needs.

The City Commission has recognized this challenge under Goal 5 Maintain Fiscal Health and Long-Term Stability, with a priority of Deferred Water Infrastructure in their 2019-2021 Goals and Priorities. This Goal included a priority given to deferred water infrastructure and a milestone of communicating the need for long-term water rates, needed infrastructure replacement, and possible ballot measures.

In response to the City Commission's Goal, staff worked to update the water system model to reflect updated demand projections, system operation, current growth rates, and updated system conditions and standards. This resulted in an updated Capital Improvement Plan (CIP), referred to as the "2019 CIP Update." The result is a more robust CIP that identifies projects to improve efficiency, system capacity, and condition of the water distribution system. The 2019 CIP Update was presented to the City Commission in February 2019, and again in May 2020, and was incorporated into the Water Master Plan through adoption of the Amendment at the January 20, 2021, City Commission meeting. This update reflects planned City service with water from South Fork Water Board to cover the territory within Oregon City's Urban Growth Boundary. This includes the Beavercreek Road (Thimble Creek) area, South End and Park Place Concept Plan areas, and uses updated modeling and water demand projections.

With mounting certainty of the 2018/19 revisions to the water CIP, the City contracted with FCS Group in March 2019 to complete the Water Rate and SDC Study to evaluate the new financial needs. The Water Rate and SDC Study was completed by FCS in 2019 with results presented to City Commission in October 2019 and again in July 2020. The subject report identifies the need to exceed the 3% limit set by the City Charter for a rate increase; therefore, voter approval is needed. Water SDC modifications are not limited by City Charter and are paid for by developers, as development occurs.

At the July 15, 2020, City Commission Work Session, the City Commission confirmed its interest in fully funding the CIP, thereby requiring increases in the water SDC and voter approval for required water rate increase over the 3% charter limit. The City Commission also confirmed interest in proceeding with water SDC before water rates, resulting in separation of the water rate and water SDC reports. Water SDCs were modified through a process with the public notice issued November 30, 2020, the

Methodology Report made available December 30, 2020, and the public hearing held on March 3, 2021. Water SDC increases were adopted by Resolution 21-14 at the March 3, 2021, City Commission meeting and went into effect July 1, 2021.

The City Commission recommended proceeding with a Debt Supported finance option, recognizing it minimized the rate increase above the 3% charter limit by borrowing money. The City Charter provisions require voter approval for any annual rate increase above 3% and for borrowing money, resulting in two ballot measures to support the preferred debt option.

At the August 4, 2021, City Commission Meeting, Resolution 21-42 and Resolution 21-43 were adopted, calling for an election on the ballot measures.

BALLOT MEASURE UPDATE SUMMARY:

The purpose of this report is to provide an update on the two water ballot measures put forth by the City Commission and outreach efforts.

Ballot Measures have been submitted to the Clackamas County Election Office for the November 2, 2021 election.

- **Measure 3-576** AUTHORIZES THE CITY TO BORROW FUNDS FOR WATER SYSTEM IMPROVEMENTS
- **Measure 3-579** AUTHORIZES TEMPORARY WATER RATE INCREASES ABOVE 3% ANNUAL CHARTER LIMIT

OUTREACH:

Over the next two months, the City will need to work hard to help voters understand the ballot measures and encourage them to vote. A website has been launched to assist in this effort. **Website:** <https://oregoncitywater.org/>

Information will be sent out to residents over the next two months informing them of the ballot measures and encouraging them to vote.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Human Resources Director Patrick Foiles

Agenda Date: 10/06/2021

SUBJECT:

Complaints Against City Manager

BACKGROUND:

The City Commission received complaints filed against the City Manager by two residents of the Barclay Hills Neighborhood.

The Commission has had an opportunity to review the allegations and subsequent information.

Staff has provided a memorandum summarizing the circumstances, provided relevant background information and how Commission Policy 1-21 (Exhibit 2) establishes the process.

The item tonight is to provide the Commission the opportunity to decide how it would like to proceed and specifically if these allegations warrant an outside investigation.

Exhibit 1 Memo to Mayor and Commission Re Complaints filed against City Manager

Exhibit 2 Commission Policy 1-21 Charter Employee Complaint Reporting Procedures

OPTIONS:

Any Commission member can make a motion that:

1. A formal investigation is not needed regarding the complaints by the two residents against the City Manager; or
2. Specified allegations in the complaints should be investigated by an outside investigator approved by the Commission; or

3. All of the allegations in the complaint should be investigated by an outside investigator approved by the Commission.



TO: Mayor Rachel Lyles Smith
City of Oregon City Commission

FROM: Patrick Foiles, Human Resources Director

SUBJECT: Complaints Against City Manager

DATE: September 29, 2021

This is a follow-up to the memorandum provided to the Commission dated September 14, 2021 regarding complaints against the City Manager submitted by two residents associated with the Barclay Hills Neighborhood Association (BHNA). That memorandum was provided to the Commission as confidential Executive Session materials. It referenced the City Commission Policy 1-21 regarding disposition of complaints made by members of the public against a Charter Employee (i.e., City Manager or the Municipal Judge).

A copy of the Commission Policy 1-21 is attached to this memorandum, and it provides the following:

- Upon receipt of an allegation (including any available documentation or evidence to the support the complaint) of misconduct, harassment or illegal / unethical conduct, the Human Resources Director will notify the Mayor and the City Commission immediately upon determining that the elements of the complaint are “reliably ascertained.”
- “Reliably ascertained” means that a complaint has been received which the Human Resources Director deems sufficiently credible and specific as to be susceptible to investigation.
- Upon receipt of a notification of charges against the City Manager or Municipal Court Judge, the Mayor will determine the need to call an Emergency Executive Session to discuss the complaint.

- The Human Resources Director will provide the Mayor and Commission a recommended course of action relating to completing requirements of an appropriate investigation, and other matters appropriate for consideration and action by the Commission.

The initial complaints against the City Manager were submitted on September 7, 2021 and September 10, 2021, and alleged the following regarding the City Manager's conduct at the September 1, 2021 Commission meeting:

- One of the residents alleged that the City Manager interrupted him during his public comment presentation, yelled at the resident to face the Commissioners and not look at the City Manager, and caused the resident to lose his place and concentration.
- The other resident alleged that the City Manager had his mask down when the interruption occurred, and that the City Manager appeared to be angry and looked like he was going to jump out of his seat.

The video of the meeting shows the following, beginning at 3:26:15 in the recording:

- The resident who was interrupted was addressing his comments in the direction of the City Manager and other City staff, and not to the Commission members when the interruption occurred.
- The City Manager's statement to the resident was: "Please address your comments to the Commission. They are the ones making the decision tonight."
- The City Manager did not yell or act like he was going to jump out of his seat.
- The City Manager did have his mask down at times when he was speaking during the meeting, but it appears that he generally wore his mask when he was not speaking.
- Although the resident may have lost his concentration after the City Manager spoke to him, the resident did complete his presentation to the Commission and the City Manager did not attempt to prevent him from doing so.

Accordingly, there did not appear to be a need for investigation regarding the events at the Commission meeting.

The initial complaint by one of the residents also contained additional allegations of a general nature regarding the City Manager not returning phone calls, being unapproachable, and using the municipal code to prevent residents from exercising

their due process rights. These general allegations did not appear to be specific enough to be susceptible to investigation, as required by the Commission Policy.

In an Executive Session on September 15, 2021, the Commission reviewed the complaints and discussed options for responding to them. No decision was made by the Commission that night, in part because some of the Commission members had not yet reviewed the video recording of the Commission meeting on September 1, 2021. On September 19, 2021, one of the complaining residents submitted an email containing additional allegations against the City Manager, and she copied the Commission members. The additional allegations are summarized as follows:

- In February and March 2018, the resident and other unspecified persons allegedly tried to call the City Manager, with no response.
- In March 2018, the City Manager allegedly “utilized City staff at a City Commission meeting to not address 523 Roosevelt as a multi dwelling in a single dwelling,” and the City Manager allegedly favored the homeowner over the neighborhood residents.
- In 2019 and 2020, the resident was a citizen involvement committee representative, and the City Manager allegedly did not greet or acknowledge her or other volunteers of the City. The complaint questions whether this was personal toward the resident, but she also states that “the Roundtable for the CIC” is the only time the City Manager answers any volunteer. No additional details of these incidents were provided.
- In May 2021, unspecified residents other than the resident allegedly “reached out” to the City Manager, with no response.
- During the Commission meeting on Sept 15, 2021, the City Manager was allegedly seen laughing while the other complaining resident was speaking to the Commission. Additionally, the resident alleges that a state statute was presented on behalf of BHNA during the meeting regarding the right to appeal a decision “by a hearings officer” directly to the Commission, and that the City Manager should have offered that statute to the Commission as a solution on behalf of BHNA. The complaint alleges that the City Manager failed to act as a mediator between a developer and the BHNA residents.

Regarding recommendations for action by the Commission, any Commission member can make a motion at the public meeting on October 6, 2021, that:

- A formal investigation is not needed regarding the complaints by the two residents against the City Manager; or

- Specified allegations in the complaints should be investigated by an outside investigator approved by the Commission; or
- All of the allegations in the complaint should be investigated by an outside investigator approved by the Commission.

CHARTER EMPLOYEE COMPLAINT REPORTING PROCEDURE

PURPOSE

To establish the notification procedure for the Mayor and City Commission in the event of allegations of misconduct, harassment or illegal / unethical conduct against the City Manager or Municipal Court Judge.

APPLICABILITY

This policy applies to employees of the City of Oregon City.

REFERENCES

- A. Personnel Policy 030 – Equal Employment Opportunity and Harassment Policy
- B. Personnel Policy 410 – Standards of Conduct

PROCEEDURE

The City Manager and Municipal Court Judge are City employees appointed and serving at the pleasure of the City Commission. The City Manager and Municipal Court Judge are subject to employee Personnel Policies and Procedures. Allegations against any City employee are treated seriously, promptly investigated and resolved timely.

The reporting requirements of references A and B apply to the City Manager and the Municipal Court Judge, subject to the following modification in the procedure which shall be followed whenever a complaint against the City Manager or Municipal Court Judge is received.

Immediately upon receipt of an allegation (including any available documentation or evidence to the support the complaint) of misconduct, harassment or illegal / unethical conduct committed by the City Manager or Municipal Court Judge, or concerning which either is in any way complicit, the Human Resources Director will notify the Mayor and the City Commission immediately upon determining that the elements of the complaint are reliably ascertained. ("Reliably ascertained" means that a written complaint has been received by the Human Resources Director, or the basis of the allegations has been provided verbally to the Human Resources Director by the complainant or other source which the Human Resources Director deems sufficiently credible and specific as to be susceptible to investigation.) The official accused shall be informed of the nature of the complaint and the actions the City will take when the Human Resources Director has determined that notification is appropriate and the content of the notification. In every case, notification shall follow a determination that the allegations are not potentially criminal. If potentially criminal, then the Human Resources Director will consult with the City's attorney, make recommendations to the Mayor and Commission and keep the Commission fully informed.

Upon receipt of a notification of charges against the City Manager or Municipal Court Judge, the Mayor will determine the need to call an Emergency Executive Session to discuss the complaint and, if an Executive Session is needed, will notify the City Recorder's Office to make the notifications required by the Open Meetings Law. The Human Resources Director will provide the Mayor and Commission a recommended course of action relating to completing requirements of an appropriate investigation, whether the official should be placed on administrative leave with pay, and other matters appropriate for consideration and action by the Commission. The Human Resources Director shall oversee the scope of work of investigation.

This policy was adopted by the City Commission on January 20, 2016.