



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, October 04, 2023 at 7:00 PM

EXECUTIVE SESSION OF THE CITY COMMISSION:

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

- Pursuant to ORS 192.660(2)(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.

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@orccity.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- Email recorderteam@orccity.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

[3a.](#) Indigenous People's Day Proclamation

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.](#) New Oregon City Website

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.](#) Intergovernmental Agreement with West Linn for Transportation and Nutrition Delivery Services

[7b.](#) Personal Services Agreement with Bud's Towing Inc. for Emergency Towing Services

[7c.](#) Amendment to a Temporary Exception to Private Property Construction Hours Associated with the Construction of the Maplelane South Apartment Complex

[7d.](#) Janitorial Services Contracts with Independent People Inc. and Jan-Pro

[7e.](#) Minutes of the June 21, 2023 City Commission Regular Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

[9a.](#) Resolution 23-22, the 6th Amendment to the City Commission Rules of Procedure

[9b.](#) First Reading of Ordinance No. 23-1009, Declaring a Ban on Psilocybin Service Centers and the Manufacturing of Psilocybin Products

[9c.](#) Intergovernmental Agreement (IGA) between Clackamas River Water (CRW) and Oregon City relating to Provision of Water Service to the Thimble Creek Concept Plan Area of the City of Oregon City

10. COMMUNICATIONS

City Manager

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

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

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

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

PUBLIC COMMENT GUIDELINES

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

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

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

ADA NOTICE

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

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

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

PROCLAMATION

INDIGENOUS PEOPLES' DAY

Whereas, the City of Oregon City recognizes that the Indigenous People of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

Whereas, the City honors the fact that the City of Oregon City is built upon the traditional homelands of the Clackamas, Cascades, and Tumwater bands of Chinooks, the Tualatin, and Pudding River bands of Kalapuya and the Northern Molalla peoples and recognizes the inherent sovereignty of the nine federally recognized tribal nations in the State of Oregon and all Indigenous peoples everywhere; and

Whereas, the City values the many contributions made to our community through Indigenous peoples' knowledge, labor, technology, science, philosophy, arts and the deep cultural contribution that has substantially shaped the character of the City of Oregon City; and

Whereas, the City has a responsibility to oppose the systematic racism and colonization toward Indigenous people in the United States, which perpetuates high rates of poverty and income inequality, exacerbating disproportionate health, education, and social crises; and WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations' sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

Whereas, the City is committed to protecting and advocating for justice, human rights, and the dignity of all people who live and work in and vows Oregon City to uphold the United Nations Declaration on the Rights of Indigenous Peoples (the "Declaration") endorsed by the United States on December 16, 2010; and

Whereas, the Declaration recognizes the right of Indigenous peoples "to the dignity and diversity of their cultures, traditions, histories and aspirations which shall be appropriately reflected in education and public information," and places an obligation in States to "take effective measures, in consultation and cooperation with the indigenous peoples concerned, to combat prejudice and eliminate discrimination and to promote tolerance, understanding and good relations among indigenous peoples and all other segments of society" and

Now, Therefore, I, Denyse C. McGriff, Mayor of the City of Oregon City, do proclaim

October 9, 2023 as Indigenous Peoples' Day

And, ask the citizens of Oregon City to utilize this day as an opportunity to reflect on the ongoing struggles of Indigenous people of this land,

And, to celebrate the thriving cultures and values of the Indigenous Peoples of our region,

And, to stand in solidarity with Indigenous peoples elsewhere; encourage other businesses, organizations, and public institutions to recognize Indigenous Peoples' Day on the second Monday in October;

And, commit to continue efforts to promote the well-being and growth of Oregon City's Indigenous community.

In Witness Whereof, I have hereunto set my hand this 4th day of October 2023.

DENYSE C. MCGRIFF,
MAYOR

Jakob Wiley

From: Aquilla Hurd-Ravich
Sent: Thursday, September 28, 2023 9:43 AM
To: Tony Konkol
Cc: Jakob Wiley
Subject: FW: Proposed Homeless Navigation Center at 1516 Main Street
Attachments: Homeless Center 1516 Main Street.pdf

FYI...

In case you were not blind copied...

From: Carol <carolacelia@landctrucks.com>
Sent: Thursday, September 28, 2023 8:54 AM
To: Denyse McGriff <dmcgriff@orccity.org>; Adam Marl <amarl@orccity.org>; Mike Mitchell <mitchell@orccity.org>; Frank O'Donnell <fodonnell@orccity.org>; Rocky Smith, Jr. <rsmith@orccity.org>; Shaun Davis <sdavis@orccity.org>; Aquilla Hurd-Ravich <ahurdravich@orccity.org>
Subject: FW: Proposed Homeless Navigation Center at 1516 Main Street

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.

Hello,

I am writing in regards to the proposed homeless Navigation Center at 1516 Main Street in Oregon City.

In May 2023, my husband and I sent the attached letter to the City Commission members, sharing our concerns about locating the homeless center in our City's downtown area. Since that time, my husband and I have been meeting with concerned citizens and business owners regarding the proposed homeless center. In August, several of us attended a City Commission meeting to speak about our concerns. As a result, the developers of the project reached out to us and offered to come to a meeting to explain their project and hear our concerns. At this meeting we were told that they would be closing on the purchase of the building in October 2023.

I am writing to you to begin a conversation with City officials on how we, as a City, can be proactive regarding setting up rules and requirements for how these types of developments will operate within Oregon City. I have BCC'd the 30 or so people who have been involved in the citizen meetings I mentioned above. I chose to "blind cc'd" them to maintain their privacy.

Just as the City's zoning code sets up requirements for how the city will look, it is my hope that we can work together to set safety standards for how this homeless center will operate in Oregon City. The City, its citizens and business owners have accomplished much over the years to enhance the downtown retail area. We don't want to see this work fall apart as the downtown area becomes a vacant homeless camp like so many others have - Portland, San Francisco, Los Angeles - to name a few. The developers need to be required to help clean up the mess their clients will make.

Currently, the police department is doing a fine job of handling the homeless situation in Oregon City. This project will bring an increase in the homeless population and we want to give the police department, City officials, citizens and business owners additional tools to handle the increase. We don't know what those tools should be, but we'd like to work with the City to ensure that help is given through the permit requirements or conditions of approval this project receives.

Thank you for your time,

Carol Earle

carolacelia@landctrucks.com



From: Aquilla Hurd-Ravich <ahurdravich@orccity.org>
Sent: Tuesday, September 19, 2023 11:07 AM
To: Carol <carolacelia@landctrucks.com>
Subject: RE: Proposed Homeless Navigation Center at 1516 Main Street

Hi Carol,

At this point in time I do not know if a land use application will be required. It all depends on what uses are proposed or if the physical changes to the site are extensive enough that Site Plan and Design Review will be required.

There are several pieces of State legislation that govern these types of uses starting in [2020 with HB 4001](#), which was slightly amended in [2001 by HB 2006](#), and amended again in [2023 by HB 3395 Section 7](#) which basically removed the sunset clause. All of these bills require local governments to approve emergency shelters, low-barrier emergency shelters, and navigation centers on any property if a certain set of state defined criteria are met. There is information on our [website](#) with an application that lists out the applicable criteria.

This site, 1516 Main Street, is zoned [Mixed-Used Downtown](#) which permits outright a wide variety of uses including retail, services, offices, multi-family residential, and lodging.

I would like to reiterate we do not know what exactly is proposed for the site at this time. However, based on the state legislation and the wide variety of uses allowed in the downtown area it is not likely that a land use application will be filed based on the use. We do not know what type of site improvements are proposed and therefore I cannot say if a land use application will be required for physical changes to the building or site.

Based on your suggestions for conditions of approval, you may want to reach out to the Homeless Liaison Officer <https://www.orccity.org/912/Homeless-Liaison-Officer> to discuss your concerns and how they currently deal with impacts from the homeless population.

Thank you for reaching out and I'm happy to keep talking about this issue,
Aquila



Aquila Hurd-Ravich, AICP
Community Development Director
Community Development Department
City of Oregon City
695 Warner Parrott Rd
Oregon City, Oregon 97045
Email: ahurdravich@orccity.org
503.722.3789 Office
503.496.1553 Direct
503.250.2649 Cell

From: Carol <carolacelia@landctrucks.com>
Sent: Monday, September 18, 2023 4:30 PM
To: Aquilla Hurd-Ravich <ahurdravich@orccity.org>
Subject: Proposed Homeless Navigation Center at 1516 Main Street

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.

Hello Aquilla,

Thank you for returning my call last week.

I am wondering if there will need to be a land use application made for the proposed Homeless Navigation Center at 1516 Main Street and if there will be Conditions of Approval issued for the project? I am concerned about the safety of the public, Oregon City residents, business owners and their employees if this project were to move forward.

I would like to know if there will be an opportunity for the public to comment during the permit process? I would also like to see COAs crafted that relate to public safety.

The developers of the project met with concerned citizens and business owners last week and told us that they will be applying for grants related to safety at the proposed facility. Currently, the administrator of the Father's Heart shelter told us that they inform clients who do not follow the shelter's rules, that they are no longer welcome at the facility.

I would like to see COAs for this project that:

- Require the developers of the facility to have a safety committee manned by residents, business owners, employees and the police department that deals with the impacts of homelessness citywide. These impacts would include, but not be limited to; responding to citizen and business owner concerns and complaints, removing homeless camps, removing trash left by the homeless throughout the City, theft, etc.

- Require the developers to work with the safety committee and police department to ensure that any dangerous clients not be allowed to return to the navigation center and that they be removed from the City limits.

These COAs would be in place for as long as the facility operates in Oregon City.

Thank you for your time,

Carol Earle

carolacelia@landctrucks.com



May 10, 2023

Subject: Proposed Homeless Solutions Coalition of Clackamas County (HSCCC) Homeless Center
Located at 1516 Main Street, Oregon City

To the Oregon City Mayor and City Commissioners,

My husband and I are the owners of L&C Trucks and the building at 1625 Washington Street. We are writing in opposition to the homeless center that is proposed in the Miles Fiberglass building at 1516 Main Street.

When our business first opened in 2009, the homeless population was much smaller. They were regular visitors, and we got to know them. My husband helped some individuals by giving them a place to store their property and assisted them in other ways.

When the Father's Heart day center opened in 2013, the homeless population changed considerably. The regulars were gone and the homeless were more transitory in nature. According to a document on the City's website "Homelessness Strategy for Oregon City, 2022-2026"; "Oregon City saw an immediate and overwhelming increase in homelessness" when the day shelter opened.

As a business and property owner, we have felt and seen the negative impacts of the increased homeless population in Oregon City. Many individuals camp under the Abernethy Creek Bridge on Washington Street and bring with them garbage, assaults, drug addictions, mental illness, etc. We see the impact of homelessness on the residents of Oregon City wherever we go throughout our city.

We are deeply concerned about the proposed homeless center in the 40,000± sq foot Miles Fiberglass building. The increased size of the Father's Heart ministry and the other proposed uses in the center will bring another large influx of homeless to the area. We are concerned about where they live once they have come to the center and the impacts their camping will have on the neighboring businesses and residences.

Our downtown area is currently vital, with many new businesses starting in recent years. The downtown area has the potential to grow, especially with the development of the sites listed in the Urban Renewal area that we have the opportunity to vote on on May 16, 2023.

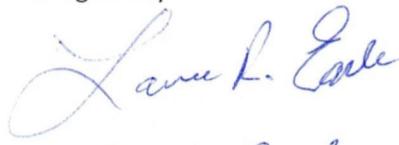
As you know, there are many small businesses around the proposed homeless center site who will be heavily impacted by the center – a day care facility, a children's theatre, many restaurants and food carts, dentists, retail stores, etc. These business owners are working hard to grow their businesses and support their families. The impact to the surrounding residential neighborhoods will be substantial as well.

Many feel that the Father's Heart chose the wrong location for their current facility – in the middle of a beautiful, historic, neighborhood. In a similar way, the HSCCC has chosen the wrong location for its homeless center – in the middle of a thriving downtown.

We realize that there is a homeless crisis in Oregon City, Clackamas County and the Portland Metro area, and we desire a solution, as many do, but the Miles Fiberglass building is the wrong location for this homeless center. We urge you, our elected officials, to oppose this use in our downtown area. Please require that the administrators of the HSCCC to continue to search for another location for their facility.

Thank you for your time and consideration,

Lance and Carol Earle
1625 Washington Street
Oregon City




Jakob Wiley

From: Rivers of Life Center <riversoflifecenter@gmail.com>
Sent: Wednesday, October 4, 2023 3:04 PM
To: Jakob Wiley
Subject: Message for tonight's October 4 City Commission Meeting

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.

This is a Citizen's Comment from Jerry Herrmann

Dear Commissioners:

I have brought a number of people in the past to testify on matters including myself to you Commissioners. Many of these people, including myself, are older but not all and everyone that enters the chambers at the Lidke Public Services Building have a terrible time hearing what is going on in those chambers. Many of us have hearing assistance and even those with such have experienced serious problems hearing what's going on and then being able to interact with your commission if asked.

This is a serious problem, we believe, for not just us attempting to support and comment, but for the ability of citizens to even function effectively. Public Involvement is seriously suffering when you see the chamber's mostly empty, except for Commissioners and staff. City Hall, on Center Street, was always an effective place to see and a place to participate. Acoustics and other aspects of that location are far superior to the present commission deliberations facility. Most of you are aware of the issue, but to date, no resolution has occurred so it would seem prudent and responsible to move City functions back to the place "where people could be and interact."

Sincerely,
Jerry Herrmann and others

--

Jerry Herrmann
President
Rivers of Life Center/Earth Crusaders Program
PO BOX 444
Gladstone, OR 97027
(503)-260-3432
riversoflifecenter@gmail.com

For immediate needs, be advised that contact by phone is preferred



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 10/04/23

SUBJECT:

New Oregon City Website

EXECUTIVE SUMMARY:

The City of Oregon City's new website first went live on September 4, 2023. The new site includes a refreshed design, link structure intended to make it easier for users to navigate and enhanced public engagement elements.

BACKGROUND:

Production on the new website began in August of 2022, with the pre-production work happening for the six months prior. Over the course of the past year, staff put in tremendous effort to transfer the thousands of pages over to the new site as effectively as while trying to maintain as intuitive a navigation structure as possible.

During the 2021-2023 goal setting process, the Commission prioritized creating more avenues for public engagement with the City. The new website has options for residents to increase their knowledge of civic activity and engagement with the City. Staff will present a demonstration of the web site and the tools available to the community.



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 10/04/2023
From: Social Services and Community Center Manager Cecily Rose

SUBJECT:

West Linn Intergovernmental Agreement 2023-2024.

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve the 2023-2024 Intergovernmental Agreement between the City of Oregon City and the City of West Linn for services to be provided by Oregon City at the Pioneer Community Center.

BACKGROUND:

The City of Oregon City, acting by and through its Pioneer Community Center, partners with the City of West Linn to provide transportation and nutrition services to eligible residents of West Linn. This arrangement has been previously agreed upon and documented through a letter of understanding created by the City of West Linn. By recommendation of the City of Oregon City's Attorney, we are transitioning to an intergovernmental agreement that will be created by the City of Oregon City. This change will align with the Clackamas County Subrecipient Agreement and Scope of Services schedule annually, instead of biennially.

OPTIONS:

1. Approve the Intergovernmental Agreement with the City of West Linn.
2. Do not approve the Intergovernmental Agreement with the City of West Linn and provide staff direction.

BUDGET IMPACT:

Amount: \$40,031.00

FY(s): 23-24

Funding Source(s): City of West Linn Parks & Recreation Department

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF OREGON CITY AND THE CITY OF WEST LINN
FOR SERVICES AT PIONEER COMMUNITY CENTER**

2023 -2024

This Intergovernmental Agreement is between the City of Oregon City ("Oregon City") and the City of West Linn ("West Linn") for services to be provided by Oregon City at the Pioneer Community Center.

Recitals

WHEREAS, Cities are authorized pursuant to ORS 190.003 through 190.110 to enter into intergovernmental agreements for the performance of any or all functions which a party to the agreement has the authority to perform; and

WHEREAS, Oregon City is authorized to provide transportation and nutritional programs for its residents and patrons through the Pioneer Community Center, as further described in the "Scope of Services" attached to this Agreement as Exhibit A; and

WHEREAS, Oregon City has provided similar programs for qualifying residents of West Linn for several years; and

WHEREAS, the Parties wish to enter into this Agreement for the continued provision of these programs for the qualifying residents of West Linn.

Agreement

1. Term of Agreement.

The term of this Agreement will extend for 1 year(s) until June 30, 2024. Thereafter, this Agreement shall automatically renew each year for a one-year term beginning on July 1st of a calendar year and ending on June 30th of the following calendar year.

2. Obligations of the Parties.

(A) Oregon City agrees to provide the nutritional and transportation programs described in the Scope of Services attached to this Agreement as Exhibit A to qualifying residents of the City of West Linn; however, as noted below, the services under this Agreement may be capped if the expenses exceed revenue. Oregon City will invoice the City of West Linn at the conclusion of each quarter for services rendered. The invoice provided by Oregon City will include explanatory data to show actual services provided by Oregon City.

(B) West Linn agrees to reimburse Oregon City for the expenses incurred in providing the programs identified in the Scope of Services as described in Section 3 below. West Linn shall pay any invoice it receives within thirty (30) days of the date of the invoice unless West Linn has a good-faith basis to dispute the accuracy of the invoice.

3. Reimbursement.

The City of West Linn will reimburse the Pioneer Community Center up to the amounts listed below for the services provided during the term of the agreement.

Nutritional Program: \$23,690 per fiscal year

Transportation Program: \$16,341 per fiscal year

The above amounts reflect budgeted expenses and revenues by the Pioneer Community Center. Exact expenses, costs, and revenues may fluctuate throughout the fiscal year.

The Pioneer Community Center may review annually to ensure revenues from all sources will cover the annual expense. If expenses are not covered, a request for additional funds may be made, not to exceed 3% in any one year. In addition, services may be capped if the expenses exceed revenue offset.

4. Termination. The Agreement may be terminated at any time for nonperformance of any material term of this Agreement. In addition, either party may terminate the Agreement upon providing 60 days written notice to the other party. Termination of this Agreement shall not affect any obligations or liabilities accrued to the Parties prior to such termination. Finally, this agreement is dependent on the allocation of funds and/or services through the formal budget process for both parties. If either Party is unable to fulfill requirements under this agreement, that Party shall notify the other Party of their inability to perform, and this Agreement shall be terminated upon receipt of that notice.

5. Notices. Notices related to this Agreement shall be directed to the following contacts:

City of Oregon City
Social Service & Community Center Manager
Cecily Rose
615 5th St
Oregon City, OR 97045
crose@orcify.org

City of West Linn
Parks & Recreation Director
Ken Warner
22500 Salamo Rd
West Linn, OR 97068
kwarn@westlinnoregon.gov

6. Compliance with laws. The Parties agree to comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations.

7. No assignment. This Agreement may not be subcontracted, assigned, or transferred by either party without the express written consent of the other party.

8. Mutual Indemnification. Each party shall defend, indemnify, and hold the other harmless from and against any and all claims, lawsuits, or actions for damages, costs, losses or expenses arising from the indemnifying party's actions pursuant to this Agreement.

9. Dispute Resolution. Any dispute arising out of this Agreement will first attempt to be resolved informally between the Parties, first at the management level and then at the governing body level. If the dispute cannot be resolved informally, then the Parties may pursue any rights and remedies available to them.

10. No Attorneys' Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

11. No Waiver of Claims. The failure by either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or any other provision of this Agreement.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties for document scanning and storage services. It supersedes any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral which are not fully expressed herein. This Agreement may not be modified or amended except in writing, signed by each party to this Agreement.

City of Oregon City

City of West Linn

Tony Konkol, City Manager
625 Center Street (PO Box 3040)
Oregon City, OR 97045

John Williams, City Manager
22500 Salamo Rd
West Linn, OR 97068

SCOPE OF SERVICES: INTERGOVERNMENTAL AGREEMENT
 BETWEEN THE CITY OF OREGON CITY AND THE CITY OF WEST LINN
 FOR SERVICES AT PIONEER COMMUNITY CENTER

The Pioneer Center, as a named Subrecipient agreement holder of Clackamas County, will provide Nutrition, specifically Home Delivered Meals, and Transportation services in the West Linn area. As outlined in the subrecipient agreement 24-012, services include the following:

a. Case Management: Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:

i. Access & Assessments:

(1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.

(2) Utilize an approved County-wide standardized assessment/intake form.

(3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.

(4) May be billed upon submission of assessment/intake form.

(5) Double billing for Case Management Assessments and Home Delivered Meal Assessments is not allowed.

ii. Service Implementation & Monitoring:

(1) Provide early identification of current or potential problem areas.

(2) Assess the need for changes/improvements in service.

(3) Identify any gaps/unmet needs.

(4) Review intervention results to determine if what was done achieved the desired result.

(5) Determine if services should be discontinued.

(6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.

b. Reassurance: Regular friendly telephone calls and/or visits to physically, geographically, or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact. City of Oregon City – Pioneer Community Center

c. Information & Assistance: Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs.

Inquiries require:

i. Informal assessment of the client's needs.

- ii. Evaluation of appropriate resources.
 - iii. Assistance linking the client to the resources.
 - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - v. Follow up with the client or agency to see if the needs were met.
 - vi. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. Public Outreach/Education: Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.
- e. Transportation: Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA-funded rides are scheduled for persons who are aged 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection and COUNTY STIF funded rides are scheduled for individuals aged 60 and older and for persons with disabilities age 18 and over for medical appointments, personal business, shopping, nutrition, and recreation activities.
- i. Pioneer Community Center Transportation Consortium Goals:
- (1) Increase replacement reserve fund with separate accounting.
 - (2) Ensure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - (3) Continue regular publicity/marketing efforts regarding transportation program.
 - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - (5) Attend all scheduled Transportation Consortium meetings.
- ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
- (1) This funding source is available for Medicaid clients who are receiving “waivered” services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waived Medicaid clients. All rides must be authorized in writing on a NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client’s signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (“TRP”) program.
 - (2) Services shall be billed by SUBRECIPIENT according to the following rate scale: One-person, one-way ride: \$17.00 per ride

(3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride. City of Oregon City – Pioneer Community Center

(4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY and be available for State and Federal representatives for audit purposes.

(5) Medical rides are not allowed under this funding.

iii. SUBRECIPIENT will be responsible for:

(1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.

(2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.

(3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.

(4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.

f. Food Service: Is the production of meals for the congregate and home delivered meal recipients of SUBRECIPIENT. Each meal must contain at least one-third of the Recommended Dietary Allowance ("RDA") as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a home delivered meal ("HDM") "late-cancel."

g. Meal Site Management: Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the local community to enhance visibility and encourage participation. One unit is one meal served.

h. OAA HDM Assessment: a means of determining a homebound older person's eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.

i. Evidence-based Health & Wellness Program – The provision of Evidence-based Health & Wellness Programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must be demonstrated to be evidence-based and effective with older populations.

j. Low Income Energy Assistance Program ("LIEAP") Intakes: A service provided by SUBRECIPIENT staff to assist vulnerable, homebound, low-income County residents in completing applications for LIEAP funds. A unit of service is one, correctly completed, accepted application submitted to COUNTY.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Shaun Davis

Agenda Date: 10/04/2023

SUBJECT:

Emergency Towing Agreement

STAFF RECOMMENDATION:

Authorize the Chief of Police to accept the Emergency Towing Service bid proposal submitted by Bud's Towing Inc. and enter into an agreement with Bud's Towing Inc. for the Oregon City Police Department's Emergency Towing Agreement for the period of October 1, 2023 through June 30, 2028.

EXECUTIVE SUMMARY:

The Oregon City Police Department enters into an Emergency Towing Agreement with a private tow company for purposes of providing emergency towing and storage services. Our current Emergency Towing Agreement is up for renewal.

BACKGROUND:

The Oregon City Police Department does not impound or tow vehicles but rather utilizes a 5-Year Emergency Towing Agreement to exclusively contract with a private towing company to provide emergency towing and storage services. The agreement is to provide 24 hour / 7 day a week emergency towing services on an as-needed basis for the police department. The quality of the emergency towing and storage services is imperative.

Because the police department is contracting with an exclusive towing company for emergency towing services, a request for proposal process was conducted and were advertised in the Daily Journal of Commerce on August 23, 2023, and August 25, 2023. Proposals were received until September 15, 2023 at 2:00 pm.

Two towing companies submitted bid proposals: Bud's Towing Inc. and Barber's Towing Inc. A review of each bid determined Bud's Towing Inc. was the only qualifying bid proposal that met or exceeded the specifications listed in the Specifications and Policy for Emergency Towing and is in the best interest of the City to be selected as the Emergency Towing Services provider.

Bud's Towing Inc. has provided emergency towing service under contract for the City of Oregon City Police Department for over 30 years and has been in business in Oregon City since 1958.

OPTIONS:

1. Authorize the Chief of Police to accept the Emergency Towing Service bid proposal submitted by Bud's Towing Inc. and enter into an agreement with Bud's Towing Inc. for the Oregon City Police Department's Emergency Towing Agreement for the period of October 1, 2023 through June 30, 2028.
2. Deny the Chief of Police to accept the Emergency Service bid proposal and not enter into an agreement with Bud's Towing Inc. for the Oregon City Police Department's Emergency Towing Agreement.

BUDGET IMPACT:

Amount: N/A

FY(s): FY23-24 through FY27-28

Funding Source(s): N/A

EMERGENCY TOWING AGREEMENT

The undersigned tow company ("the undersigned") hereby agrees to abide by the *Specifications and Policy for Emergency Towing* of the Oregon City Police Department (a copy of which is attached and incorporated herein by reference), and further agrees to tow all vehicles (as defined in the attached *Specifications and Policy for Emergency Towing*) to BUD'S TOWING INC. at the charges agreed to on the attached list for tow and storage. Any request to change the scheduled rates must be submitted by the undersigned in writing 30 days prior to the effective date for City Commission approval. Requests for rate changes are subject to City Commission approval.

It is understood that the undersigned shall be solely responsible for collecting from the owner(s) of the vehicle all charges for the price of the tow and storage bill. The owner of the towed vehicle shall pay all bail and/or fines for traffic violations, including administrative fees, directly to the City. The undersigned shall release police tows only after the Police Department provides the undersigned with an order to release the vehicle.

It is further understood and agreed that the undersigned shall keep all vehicles that the Oregon City Police Department identifies as needing extra security or processing in an enclosed and secure inside area that shall be locked whenever employees of the undersigned are not present. If, in the opinion of the Chief of Police or his designee, it is necessary to hold a vehicle as evidence, it is agreed that the vehicle may be held in a place provided by the City for such purpose to avoid storage expense. The undersigned further agrees that after such vehicle has been released as evidence by the Police Department and the owner has been notified of its release, the undersigned will tow the vehicle to its lot to be held at the owner's expense.

It is further agreed that the undersigned shall respond on all police calls to accident scenes. The undersigned shall remove the vehicles as directed by an officer of the Oregon City Police to clear traffic lanes, and also see that all broken glass, petroleum, oils, debris, and other materials is removed from the street before leaving the scene.

It is further understood and agreed that the undersigned shall receive all police requests for non-preference private tows so long as this agreement is in effect. The undersigned is solely responsible for collecting the price of all non-preference private tows, as defined in the Specifications and Policy statement.

I. INSURANCE

The undersigned agrees to procure and maintain insurance for all its activities arising under this contract, including insurance for bodily injury and property damage, as specified in Section II.D.6 in the attached *Specifications and Policy for Emergency Towing*. The undersigned agrees to furnish proof of this coverage and to instruct its insurance carrier to notify the Oregon City Recorder directly of any changes in policy limits or coverage, or if the policy is terminated or not renewed.

II. EARLY TERMINATION

- A. This Agreement may be terminated prior to the expiration of the agreed-upon term upon the occurrence of any of the following:
1. by mutual written consent of the parties.
 2. by either party upon 60 days' written notice to the other, delivered by certified mail or in person.
 3. by the City, effective upon delivery of written notice to the undersigned by certified mail or in person, under any of the following conditions:
 - a. If the undersigned fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If the undersigned fails to perform any of the other provisions of this Agreement, or fails to pursue the work of this Agreement in accordance with its terms after receipt of 10 days written notice from City.
 - c. If the undersigned fails to meet the minimum specifications contained in the attached Specifications and Policy statement at any time.
- B. Upon receipt of notice of cancellation, the undersigned shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last submittal of a statement of services.
- C. Any termination of the 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 City provided in this Agreement relating to defaults by the undersigned shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- E. Any delay resulting in whole or part from the failure of the City to perform its responsibilities under this Agreement or from causes beyond the control of the parties will result in a corresponding extension of the term of the Agreement.

III. REQUIRED CONDITIONS

- A. The undersigned shall make payment promptly, as due, to all persons supplying to the undersigned, labor or materials for the prosecution of the work provided for in this Agreement.
- B. The undersigned shall pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement.
- C. The undersigned shall not permit any lien or claim to be filed against the City of Oregon City on account of any labor or material furnished under this Agreement.
- D. The undersigned shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E. If the undersigned fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor 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 charge the amount of the payment against funds due or to become due the contractor by reason of such contract.
- F. If the undersigned or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Agreement within thirty (30) days after receipt of payment from the City or the undersigned, the undersigned or subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279.445(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279.445. The rate of interest contractor or subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was received from the City or from the undersigned, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.

- G. Any person employed under this contract shall receive at least time and a half pay for all time worked on the legal holidays specified in ORS 279.334(1)(a)(C)(ii) to (vii) and for all time in excess of ten (10) hours in any one day or forty (40) hours in any one week, whichever is greater.
- H. The undersigned shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the undersigned, of all sums that the undersigned agrees to pay for such services and all money and sums that the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing such service.
- I. The undersigned agrees that it is a "subject" employer and that it will comply with ORS 656.017.

IV. 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. The undersigned may not assign or sub-contract any work under this Agreement without the express written consent of the Chief of Police.

V. INTEGRATION

This Agreement, including the attached *Specifications and Policy for Emergency Towing and Bid Proposal*, contains the entire agreement between and among the parties, integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes 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.

VI. LEGAL EXPENSES

In the event legal action is brought by the City or the undersigned 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 attorneys fees, costs and expenses as may be set by the court. "legal action" shall include matters subject to arbitration and appeals.

VII. 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.

VIII. 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 whenever the context so requires.

IX. 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.

X. 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 which is not a Saturday, Sunday or such a holiday.

XI. NOTICES

Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the addresses below. All notices shall be in writing and shall be effective when delivered to or received by the addressee. If mailed, notices shall be deemed effective forty-eight (48) hours after the postmark date, unless sooner received.

City: Chief of Police
City of Oregon City
1234 Linn Avenue
P.O. Box 3040
Oregon City, OR 97045-0304

Tow Company/Contractor: Bud's Towing Inc.
Name
126. S. McLoughlin Blvd.
Street Address
Oregon City, OR 97045

City, State & Zip Code

DATED this 4th day of October 2023.

(Tow Company)

By: _____

Title: _____

THE ABOVE TOW COMPANY IS HEREBY CERTIFIED AS THE EXCLUSIVE TOWING AGENCY FOR POLICE TOWS AND NON-PREFERENCE PRIVATE TOWS FOR A FIVE (5) YEAR PERIOD COMMENCING OCTOBER 1, 2023, AND ENDING JUNE 30, 2028.

Shaun Davis, Chief of Police



OREGON CITY

SPECIFICATIONS AND POLICY FOR EMERGENCY TOWING

I. GENERAL

Sealed bids, for the exclusive provision of Emergency Towing Services for the City of Oregon City for the period of October 1, 2023, through June 30, 2028, will be received by the Chief of Police of the City of Oregon City.

A qualified bidder is one who, by reason of experience and competence in the particular business has thereby demonstrated a fitness to render the service to be furnished under the contract.

II. OUTLINE OF PROCEDURE TO DISPATCH TOW TRUCKS OREGON CITY POLICE DEPARTMENT CALLS ONLY

A. Definitions.

1. *"POLICE TOWS"*: All vehicles ordered to be towed by an officer of the Oregon City Police Department for a violation of any traffic, parking, or criminal law or ordinance, vehicles that are or may contain evidence of a criminal offense, recovered stolen vehicles, and vehicles ordered towed for safekeeping. Abandoned vehicles towed as a nuisance shall not be considered police tows.
2. *"ACCIDENT TOWS"*:
 - a. *"Non-Preference Private Tows"*: Disabled or wrecked vehicles that are to be towed from public streets, highways, or premises open to the public, at the owner's request and expense, where the owner or operator expresses no preference as to which tow company provides said towing service.
 - b. *"Preference Private Tows"*: Disabled or wrecked vehicles that are to be towed from public streets, highways, or premises open to the public, at the owner's request and expense, and the owner or operator requests that a specific tow company provide said towing service.
3. *"SERVICE CALLS"*: Are non-tow situations that include, but are not limited to, jump-starting motorist's vehicles, lockouts and drop fees.

4. *"MOTORIST REQUESTED NON-ACCIDENT TOWS"*: Tows requested by citizens through the Oregon City Police Department in non-accident situations. These tows typically involve stranded motorists who need a tow due to mechanical problems.
5. *"CHIEF OF POLICE"*: Includes the Chief of Police of the Oregon City Police Department and his designee.
6. Designation of Classes of Tow Trucks. The following designations are intended to be in accordance with industry standards and classifications:
 - a. *"CLASS A TOW TRUCK"*: is a lighter capacity tow vehicle with a rating of under 10,000 GVW designed to tow passenger vehicles.
 - b. *"CLASS B TOW TRUCK"*: is a medium capacity single axle tow vehicle with a rating under 27,500 GVW.
 - c. *"CLASS C TOW TRUCK"*: is a tow vehicle rated in excess of 27,500 GVW equipped with air brakes and suitable equipment to tow heavier vehicles.
 - d. *"CLASS D TOW TRUCK"*: is a tilting flatbed truck with a GVW rating less than 27,500 lbs.
- B. The primary function of the Police Department is to protect the life and property of the citizens. This function embraces public safety.
- C. The Oregon City Police Department has a duty to make certain that all hazards at the scene of an accident or where a disabled vehicle has blocked the highway or street are removed as quickly as possible to prevent further collisions. The Tow Company shall be responsible to carry out that duty and must be able to respond to all calls for tows in a prompt and efficient manner and have the necessary equipment to remove all hazards.
- D. In order to be qualified to provide emergency towing service to the Oregon City Police Department, the Tow Company must meet the following minimum specifications:
 1. Provide 24-hour service.
 2. Have a complete knowledge of the Oregon City area, including familiarity with all neighborhoods and streets.
 3. Provide at least six tow trucks: two of which must be Class C tow trucks; plus four other tow trucks of any combination of the A, B or D classes. All tow trucks are

to be equipped with P.T.O. driven winches. All trucks and equipment must be in good operating condition and operated by drivers competent in the recovery and towing of vehicles.

4. Provide an approved fenced storage lot with outside storage for a minimum of 100 cars in addition to a secure inside storage for a minimum of 10 "Police Tow" cars. These storage facilities must be located within the city limits of Oregon City and payment for towing charges must be accepted at both facilities.
5. Each tow truck is required to have the minimum equipment as follows:
 - a. One 40BC dry chemical fire extinguisher.
 - b. Emergency warning lights with a night visibility of 500 feet.
 - c. One extension light or five-cell flashlight or equivalent.
 - d. Two wrecking bars.
 - e. Six red emergency fuses or two electric flashing red emergency portable lights with a night visibility of 300 feet.
 - f. Adequate unlock tools and hot start cables of not less than 10 feet.
 - g. At least one set of dollies per truck.
 - h. Portable auxiliary brake lights, turn signal, and taillight for use on towed vehicles.
 - i. A two-way radio capable of communicating with the towing firm's dispatcher.
 - j. "Wreck Ahead" signs, minimum size 30" x 30".
6. Furnish proof of insurance for each tow truck it operates within Oregon City in the following minimum amounts to the Oregon City Recorder:

The Tow Company agrees to furnish the City evidence of comprehensive general liability insurance in the amount of not less than \$500,000 combined single limit per occurrence and \$2,000,000 general annual aggregate for personal injury and property damage.

The Tow Company shall furnish proof of insurance as specified above before it is authorized to tow for the City of Oregon City. The Tow Company will require its

insurance carrier to directly notify the Oregon City Recorder of any changes in policy coverage or coverage limits.

E. *Inspection of Tow Company and equipment:*

1. Each company applying to furnish emergency towing service to the City of Oregon City shall have their towing equipment and facilities inspected for compliance with the minimum requirements by a member of the Oregon City Police Department as designated by the Chief of Police.
2. Towing equipment and facilities may be inspected for compliance with the specifications of this policy at any time.
3. The Tow Company shall immediately notify the Oregon City Police Department in writing, whenever the Tow Company replaces towing equipment. The written notice must identify the replacement equipment and specify what equipment is being replaced.

F. *Availability of the equipment.* The company shall be available to respond to towing requests from the City 24 hours a day, every day of the year. The company shall be required to dispatch their towing equipment to arrive within the following response times:

1. Class A: daytime – 10 minutes; night – 15 minutes
2. Class B: daytime – 15 minutes; night – 25 minutes
3. Class C: daytime – 15 minutes; night – 25 minutes
4. Class D: daytime – 10 minutes; night – 15 minutes
5. Spill Control Unit: daytime – 15 minutes; night – 25 minutes

G. *Spill Control.* The Tow Company will be responsible for containing and removing any spilled or leaking fuels, oils, and non-hazardous materials, in cooperation with and under the direction of the Oregon City Police Department and any fire agency servicing the City of Oregon City.

If Tow Company suspects that hazardous materials, substances, or wastes, as those terms are defined under federal law and by the State of Oregon, Department of Environmental Quality, have spilled or are leaking, or if a large quantity of fuel or oil is spilled or leaking beyond the capacity of the Tow Company to handle, the Tow Company shall notify the Oregon City Police Department and the agency providing fire protection to the City of Oregon City.

The Tow Company must have a spill control unit ready for immediate response as outlined under Section II.F ("Availability of the equipment"). The spill control unit must contain absorbent pads, dikes, diesel transfer pumps, absorbent sweeps, and a tank patch kit. The Tow Company must also have appropriate lighting equipment capable of lighting the area of the spill or leak. The spill control unit operator must be trained in the handling of these spills, substances and wastes.

- H. The Tow Company shall receive all police tows and non-preference private tows for the Oregon City Police Department (except for tows of abandoned vehicles, which may be towed by a separate company pursuant to an agreement to handle vehicles abandoned and deemed a nuisance).
- I. *Preference private tows.* Officers at the scene of an accident or traffic hazard will attempt to accommodate preference private tow requests by citizens, so long as the requested tow company can respond to the scene promptly, and only so long as traffic, weather, congestion, and other varying conditions will permit the request without endangering public safety, as determined in the sole discretion of the Oregon City Police Officers at the scene.
- J. In addition to any other rights pursuant to this agreement or any other powers, the Chief of Police or his designee may terminate this agreement for the following reasons:
 - 1. Failure to provide the services identified in this Specification and Policy statement.
 - 2. Failure to provide proof of appropriate insurance coverage as required herein.
 - 3. Failure to keep equipment in good condition.
 - 4. Any other violation of this Specification and Policy statement.
- K. Grievances.
 - 1. If the certified Tow Company has a grievance with the Police Department, it shall forward that grievance in writing to the Chief of Police. The Chief of Police or his designee shall review the grievance and shall respond in writing.
 - 2. a. If the certified Tow Company fails to respond to a call within the time specified herein, fails to maintain equipment to minimum standards, or otherwise violates the requirements set forth in this statement, the Chief of Police or his designee shall notify the Tow Company of the violation in writing. The Tow Company shall respond in writing within 72 hours of receipt

of such notification. If the Tow Company fails to respond, it shall be suspended from further calls until a written response is received.

- b. After the Tow Company responds, the Chief of Police or his designee shall review the response. If the Chief of Police or his designee confirms a violation of the Specifications Policy statement or the Agreement, he will issue a notice of such violation. The notice of violation shall be considered a first warning. A continuing violation or any further confirmed violations may result in a temporary or permanent suspension of the Tow Company's certification, or reassignment of emergency towing to another company, in the sole discretion of the Chief of Police or his designee. This procedure does not apply to violations of the requirement to carry insurance in the amounts specified in Section D(6) of this Specification and Policy statement. Failure to carry insurance as specified therein will result in immediate termination of this agreement.

III. THE RIGHTS OF THE CHIEF OF POLICE

- A. The Chief of Police has the right to require certain standards and specifications for emergency towing service in order to meet the responsibilities of effective public safety, including the provision of emergency towing service in order to clear hazards from the public highways and roadways.
- B. The Chief of Police has the right to assign the towing agreement to the Tow Company that will provide the most efficient, professional service, based on location, type of equipment available, experience and competence. The Chief of Police has the sole right to determine the Police Department's emergency towing policies, subject to the approval of the Oregon City Commission.
- C. The efficient operation of this service is based upon the responsibility of the Chief of Police to effectively discharge his duty in the protection of life and property.
- D. This policy must be approved by the Oregon City Commission; any changes to or cancellation of, this policy must also be approved by the Commission.

IV. RESPONSIBILITY OF THE TOW COMPANY

- A. The Tow Company is required to read and acknowledge the contents of this document and the information contained in the separate tow questionnaire, if applicable.

- B. The Chief of Police and the Tow Company recognize that extraordinary or unusual circumstances may require the use of additional or special equipment not specifically required by this contract. Therefore, the Tow Company shall be allowed and may be required to summon such additional or special equipment from another source to effectively provide the services required by this agreement. However, the Tow Company must at all times have all of the equipment required by this policy.
- C. The Tow Company will provide the City Manager and the Chief of Police its schedule of rates and charges. The Tow Company will also provide the City Manager and the Chief of Police with the addresses of its storage yards for towed vehicles.

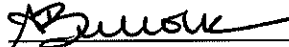
Shaun Davis – Chief of Police

DATED: _____

The undersigned has read, understands, and acknowledges the contents of the foregoing policies regarding emergency towing procedures.

Bud's Towing Inc.
126 S. McLoughlin Blvd.
Oregon City, OR 97045

Tow Company

By: 

Title: Vice President

DATED: 09.06.2023

BID PROPOSAL

TO: Chief of Police
 Oregon City Police Department
 1234 Linn Avenue
 Oregon City, OR 97045

The following is my/our bid for Emergency Towing Service rates as per printed specifications for "Emergency Towing Service" within the city limits of Oregon City, Oregon.

RATES

- | | |
|--|------------------|
| A. Police Tow (include any flatbed or dolly usage) | \$ <u>275.00</u> |
| B. Accident Tow (preference and non-preference private tows – includes any flatbed or dolly usage) | \$ <u>325.00</u> |
| C. Motorist Requested Non-Accident Tows (preference and non-preference tows - includes any flatbed or dolly usage) | \$ <u>145.00</u> |
| D. Mileage (per mile) | \$ <u>6.00</u> |
| E. Service Call (per ½ hour) | \$ <u>125.00</u> |
| F. Winch (per ½ hour) | \$ <u>150.00</u> |
| G. Driveline Removal | \$ <u>75.00</u> |
| H. Standby, cleanup (per ½ hour – excluding first ½ hour at scene) | \$ <u>125.00</u> |
| I. Storage (per day – minimum 1 day charge per car spot) | \$ <u>75.00</u> |
| J. After hours release (gate fee) | \$ <u>50.00</u> |
| K. Tow Company shall charge its regular and usual rates
<i>When the vehicle to be towed exceeds 20,000 GVW.</i> | |

I. EQUIPMENT AND STORAGE FACILITIES

The undersigned bidder hereby certifies that it currently possesses the following equipment and storage facilities, all of which is well maintained and in good operating condition, and all of which meets or exceeds the specifications listed in the Specifications and Policy for Emergency Towing.

A.

1. Class A tow trucks (describe by year, make and model):
1994 Ford 4x4 Tow Truck w/ Jerr-Dan underlift
2. Will this unit be based in Oregon City?
yes
3. If not, state distance in miles from Oregon City limits?

N/A

B.

1. Class B tow trucks (describe by year, make and model):
2002 Kenworth 22,000 GVW Tow Truck
2. Will this unit be based in Oregon City?
yes
3. If not, state distance in miles from Oregon City limits?

N/A

C.

1. Class C tow trucks (describe by year, make and model): 1970 Peterbilt 36,000 GVW
1999 Peterbilt 38,000 GVW
2005 Sterling Crane
2. Will this unit be based in Oregon City?
yes
3. If not, state distance in miles from Oregon City limits?

N/A

D.

1. Class D flatbed or car carrier (describe by year, make and model): 1995 Int'l 4700
Flatbeds 2006 Kenworth T300
2. Will this unit be based in Oregon City?
yes
3. If not, state distance in miles from Oregon City limits?

N/A

E.

1. Spill Control Unit (describe fully including all equipment, qualifications of the operator and appropriate lighting equipment):
See Attached List
2. Will this unit be based in Oregon City?
yes
3. If not, state distance in miles from Oregon City limits?

N/A

* ALL trucks
A, B, C, D have PTO
driven winches *

- F. Location and storage capacity of fenced outside storage lot:
 126 S. McLoughlin Blvd, Oregon City 100+ cars
- G. Location and storage capacity of secure inside storage facility:
 126 S. McLoughlin Blvd, Oregon City 30+ cars

II. STATEMENT OF EXPERIENCE AND COMPETENCE

Please attach a separate statement of the bidder's experience and competence to render the services required by the *Specifications and Policy for Emergency Towing Agreement*.

Include a discussion of the following areas:

- A. Knowledge of the Oregon City area;
- B. History of service and police towing experience;
- C. Training and experience of tow truck operators;
- D. Ability to comply with the required response times listed; and
- E. Equipment and facilities, exceeding the minimum requirement, which your company possesses that you feel enhances your ability to provide emergency tow service to the City.
- F. Any other relevant considerations.

III. MISCELLANEOUS

- A. The undersigned bidder hereby represents that this bid is made fairly and in good faith, without fraud, and without collusion with any other person, firm, or corporation also bidding for police towing privileges.
- B. The undersigned bidder expressly represents that it meets all of the requirements set forth in the attached *Specifications and Policy for Emergency Towing*.
- C. The undersigned bidder hereby certifies that it (X is) (is not) a resident bidder as that term is defined in ORS 279.029. (All bidders must check one.)
- D. The undersigned bidder hereby certifies that all of the information contained in this bid proposal is true and accurate. Any misrepresentations, misstatements, or omitted answers shall be grounds for rejection of this bid proposal and disqualification of the bidder.

DATED this 18th day of September 2023

Name of Bidder: Bud's Towing Inc.
(Corporation, firm or individual)

By: Andrea Bullock

Title: Vice President

Bidder's Business Address: 126 S. McLoughlin Blvd.
Street Address

Oregon City OR 97045
City, State and Zip Code

503-656-9211
Phone Number

Emergency Towing Bid Proposal

Bud's Towing Inc.
126 S. McLoughlin Blvd, Oregon City Oregon 97045
503-655-9211 – 24 hours / 503-655-6711 – fax
Email: budstowinginc@aol.com



Del and Virgil "Bud" Bullock (Founders)

Knowledge of the Oregon City Area & History of Service and Police Towing Experience

Bud's Towing Inc. has been in the towing and recovery business in Oregon City since 1958 and is now a 3rd generation owned and operated business. Our office, equipment and storage facility are all located at 126 S. McLoughlin Blvd, Oregon City. We have been at this location since 1968 proudly serving our community as well as our City and State police departments. We are all highly experienced in all aspects of the towing business and have unmatched knowledge of the Oregon City area, its geography, people and unique towing needs. Every employee understands the importance of officer and community safety when providing service in the case of accidents or impounds. We have equipment and expertise to meet all of the special needs that surround our area.



Training and Experience of our Tow Truck Operators and Dispatchers

Our towing operators are thoroughly trained in all aspects of towing and recovery, including specialized vehicles of all sizes. We provide our personnel with both in-house and on job training of all equipment and resources provided at our facility. Dispatchers are trained in all areas from police impound and accident call taking, local repair facilities and private motorist assist calls. We do NOT use a dispatch service. This helps to ensure promptness and personalization to each customer and clear up law enforcement in a timely manner. All employees, dispatchers and tow operators, have long personal history in and around the Oregon City area and take pride in providing great service to our community.

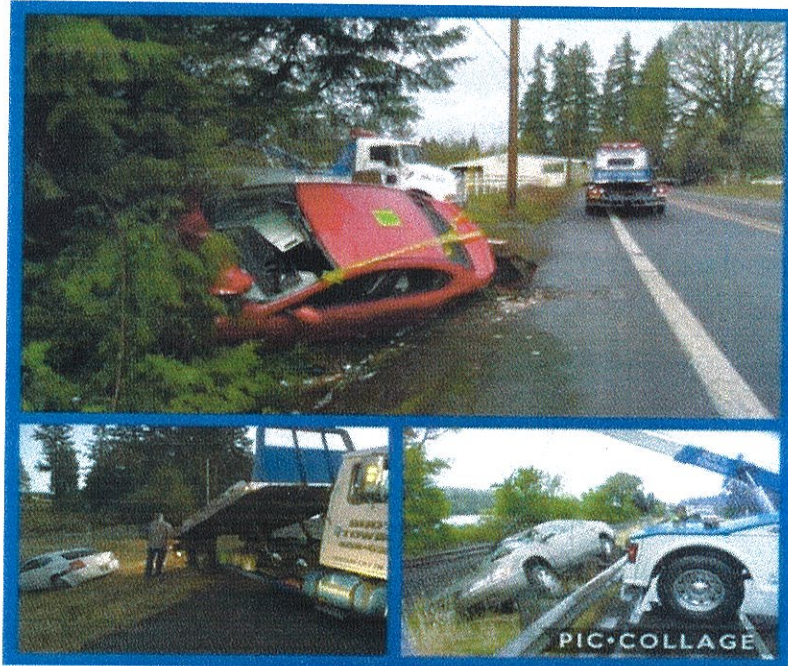
Ability to Comply with Required Response Times

With all of our equipment and employees being located in Oregon City and direct dispatch, (not through a dispatch service) we are able to ensure immediate dispatch with the proper equipment the first time allowing us to arrive on scene within the required allotted time.

Facility & Storage Yard

All of our tow equipment is available 24 hours a day, 7 days a week and 365 days per year right here in Oregon City. Our Facility can accommodate outside parking for up to 100 cars and additional indoor storage for up to 10 cars. Aside from our tow equipment we also offer miscellaneous items such as forklifts, pallet jacks, portable dumpsters and many other items. We also carry pallets of grease and oil absorbents in the event of a major spill.





Truck # 505 and 506
Our damage free flatbeds are used for towing and transporting cars, pickups, passenger vans and small equipment for motorist assist, police impounds and accidents



Truck #501 Kenworth T300 Wrecker



This truck has the capacity to tow anything from a car to a single axle semi tractor and even a boat dock ramp.

501 is a real workhorse in any recovery



This truck is also used to tow our 24' Big Tex trailer w/ capabilities of towing up to 22,000 pound equipment, cargo and even hay.



Truck #507**Truck #510****Crane #500**

Truck #507 4x4 tow truck is used in off road recovery, winch outs, snow days and car towing.

Truck #510 In the event of a major accident (water recovery, truck, spill, passenger vehicle etc...) we can offer the most professional command unit of its kind. This unit allows us to work under the most intense situations and is furnished with spill equipment, generators, air bags, lighting systems and more. A more complete list is enclosed. You can find this unit on almost every major recovery we respond to.

Crane #500 28 ton Maitex Crane with 102' of Boom



Assists with Major Accidents and Recoveries

**Truck #502 1970 Peterbilt Wrecker 36,000# GVW
250' Cable
3 Winches
Underlift**



*****Often used on Forsythe Hill and Anchor Way*****

**This truck can do it ALL and is equipped with everything
you could possibly think of plus everything you haven't!**

502 is ready for immediate response.

**Break-downs
Truck Accidents
Roll-overs
Jack-knifed Semis
High-centered Tractor / Trailers
Winchouts
Snow Recoveries**



Truck #508 Wrecker 38,000# GVW - 250' cable, 2 Winches, Underlift

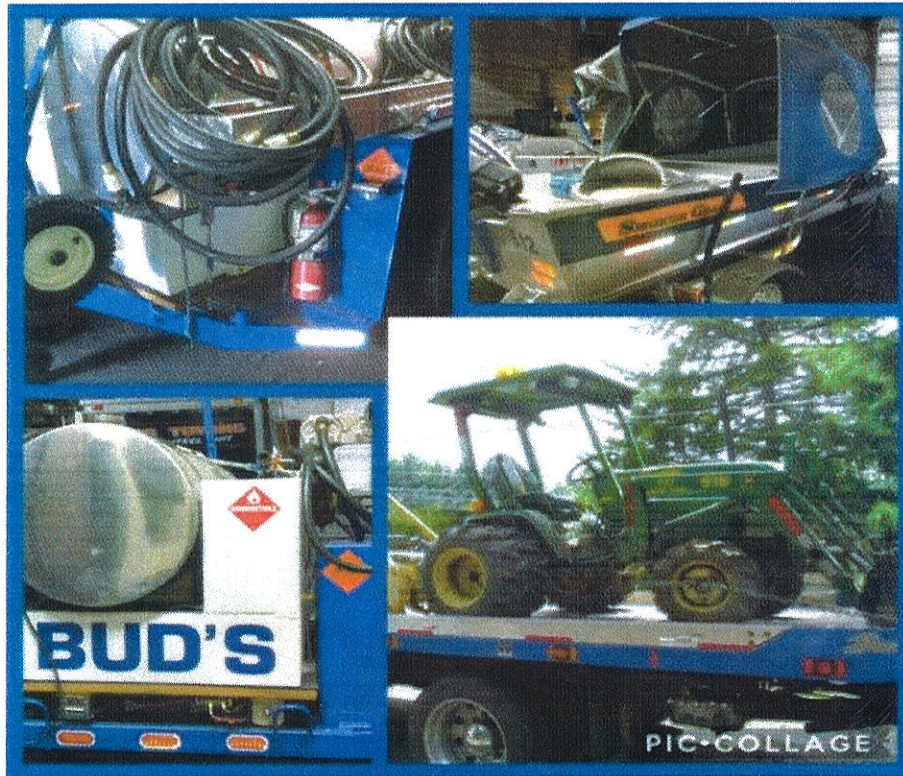
This unit can assist in the biggest of truck accidents but is mainly used in truck towing, winching and back-up.

**Truck #508 (Truck #503 replacement)
Custom designed and built by Del Bullock
on-site at Bud's Towing.
1999 Peterbilt Wrecker**



Truck # 508

Truck # 502



#512 12' Aluminum Smokercraft Boat – water recoveries
Equipped with USCG approved life jackets, oversized reflective buoys, anchors and line hooks to help hook on to vehicles.

#513 Pump trailer for off loading fuel from leaking tanks. Often used in truck accidents to stop and/or prevent major diesel spills when tanks are damaged. Also equipped with a plug and dyke kit.

#515 John Deere 670 4x4 Tractor – This has been used in anything from railroad track recoveries to off road recoveries and even saving a cow.



BUDSTOW-CL

MOIRA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hagan Hamilton Insurance PO Box 847 Mcminnville, OR 97128	CONTACT NAME:		
	PHONE (A/C, No, Ext): (503) 472-2165	FAX (A/C, No):	
	E-MAIL ADDRESS: insurance@haganhamilton.com		
INSURED Bud's Towing, Inc. 126 S McLoughlin Blvd Oregon City, OR 97045	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Oregon Mutual Insurance Co.		14907
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		OMO911403	3/16/2023	3/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		OMO911403	3/16/2023	3/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Garage & Dealers (Si)		OMO911403	3/16/2023	3/16/2024	LIMIT \$ 225,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROOF OF INSURANCE

CERTIFICATE HOLDER

CANCELLATION

DMV
1905 Lana Avenue NE
Salem, OR 97303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 10/04/2023
From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

Amendment to a temporary exception to private property construction hours associated with the construction of the Maplelane South Apartment Complex.

STAFF RECOMMENDATION:

Approve a temporary exception to private property construction hours allowing work to begin earlier than 7am related to construction of the Maplelane South Apartment Complex with conditions.

EXECUTIVE SUMMARY:

FORE Construction was granted a temporary exception to construction hours on August 2, 2023 related to the construction of Maplelane South Apartment Complex. At that time, the applicant requested an exception for the safety of their workers to avoid high summer heat and due to the size of four concrete slabs. The City Commission granted the exception for two days near the end of August, end of September and in mid-October. This request is to allow an amended schedule for these large pours. Although the high summer heat is no longer a concern the size of the slabs requires an earlier start time in order to complete the work by 10pm. They poured the first slab on September 7, 2023 and are scheduled to complete the second pour in mid-October in compliance with their first approval. The amended request is for the final pour which will take place mid-December. Starting at 4am would allow FORE to have their crews place and finish concrete work by the end of the day. The proposed construction will happen early in the morning and is in conflict with Oregon City's private construction work hours policy.

BACKGROUND:

FORE construction is the contractor and project manager for the Maplelane South Apartment Complex located at S. Maplelane Road and Walnut Grove Way. FORE Construction has requested to work outside of normal construction hours which are 7am to 10pm Monday through Saturday and 9am to 8pm on Sundays. FORE began concrete pours for the floor slabs at 4am in September and intends to continue for

one day or two days per pour through mid-December 2023. FORE anticipates three separate pours, one at the end of August (*this pour is completed*), one at the end in mid-October, and a final pour in mid- November to mid-December (*the amended timeframe*). The project was approved under land use file GLUA-22-00012. Due to project delays the third pour has been pushed to the middle of November, and perhaps to the middle of December, should there be any further delays.

FORE submitted a site plan that indicates the location of the work will be approximately 200-feet east of the nearest residential property line. The concrete pump will be located on the site near each slab pour. Trucks used for this work will enter & exit off Walnut Grove Way for the first pour, S. Maplelane Court for the second pour and S. Maplelane Road for the third pour. Construction noise expected from this work includes ‘thrust’ sound of concrete pump, back up alarms of the concrete trucks, and the sound of trucks driving on the road. The volume on the backup alarms will be turned down to a minimum.

The applicant was previously approved for one or two days near the end of August and one or two days near the end of September. They are asking for an amendment to their exception to allow early work for one or two days in Mid-November to Mid-December 2023 in order to complete the large pours. The project desires the working hours to be 4:00 AM to 10:00 PM for mid-November through mid-December 2023.

The work will occur on private property on the South Maplelane Apartment Complex site and may indirectly impact residentially-zoned areas east of the project site. FORE Construction will distribute notifications to residential properties within 300-feet of the project site and they will establish a primary contact for concerns or questions. FORE will also inform the Building Division when work is to occur outside of normal hours.

FORE seeks approval from the City Commission to conduct the above-described work outside of normal construction hours.

The Oregon City Municipal Code (OCMC) 9.12.023 lists noises which are prohibited.

(C) Sound Producing or Reproducing Equipment. Operating or permitting the unreasonable use or operation of any device designed for sound production or reproduction in such a manner as to cause an unreasonable noise; or operating or permitting the operating or use of any such device between the hours of ten p.m. and seven a.m.

(D) Operation of Mechanically Powered Domestic Tools. Lawn equipment, garden tools, chainsaws, blowers or similar devices, in a residentially zoned neighborhood between the hours of ten p.m. and seven a.m.

*(E) The construction, demolition, alteration or repair of any building or the excavation of any streets and highways in a residentially zoned neighborhood **between the hours of ten p.m. and seven a.m., Monday through Saturday; and between eight p.m. and nine a.m. on Sunday.***

Based on these code sections Oregon City has a policy to limit construction noise on private property to the hours of 7am to 10pm Monday through Saturday and 9am to 8pm on Sundays regardless of the zone in which the work takes place. Staff requests the City Commission review and decide if an exception to this policy should be granted in this case.

If the City Commission grants the exception, staff recommends the following conditions:

1. FORE Construction will work with the City to obtain mailing addresses of residential properties within 300 feet of the project site to distribute notifications and establish a primary contact for concerns or questions.
2. FORE will inform the Building Division when work will occur outside of normal construction hours.

OPTIONS:

1. Approve an exception to the City's private property construction hours policy and allow work to begin at 4am associated with the construction of the Maplelane South Apartment Complex.
2. Approve an exception with specific modifications.
3. Deny the request for an exception.



APPLICATION FOR A CONSTRUCTION HOURS EXCEPTION

Application Date: 09/22/23

Application Fee: \$194.00

Company Name: Fore Construction

Contact Name: Jeff Sellars

Contact Phone Number: 503-839-3911

Cell ☒

Business ☐

Contact Phone Number:

Cell ☐

Business ☐

Mailing Address: 1332 NW Kearney Street
Portland, OR 97209

Email Address: jsellars@foreproperty.com

Project Information

Site Address:

1. What time will work start/end that is outside the regular permitted construction hours?

Start Time: 4:00 AM

End Time: 10:00PM

2. What is the duration needed for the construction hour exception?

Start Date: Mid October (end of previously approved exception)

End Date: December 18th, 2023

3. Please submit a site plan which includes the nearby residential uses.

a. Where specifically on the site is the work taking place? West side of site (please refer to site operation plan)

b. How close will it be to the nearest residential uses? 400-700 feet

c. Where will trucks/equipment enter and exit the site? Maplelane Rd & New Walnut Grove

Please answer the following questions in an attached narrative if you need more space than provided:

4. What type of work will take place? 1,000 yard mat slab concrete pour

5. What kind of noises can be expected and are there any means to mitigate the sound?

Pump trucks and mix trucks (possibly disable back up alarms on mix trucks depending on safety situation)

6. When and how will you inform residents (within a 300 ft buffer) of the potential noise impacts?

Mail notices 1 week in advance of confirmed pour date

7. Who can the residents contact with concerns/questions?

Jeff

Applicant Signature:



Date: 9/23/2023

OFFICE USE ONLY:

Permit #:

\$194 Fee Pd ☐

Building Official Signature:

James Wilson Sayers - Building Official
Digitally signed by James Wilson Sayers - Building Official
 DN: cn=US, e=jwsayers@orc.org,
 o=City of Oregon City,
 ou=Building Division, cn=James Wilson Sayers - Building Official
 Date: 2023.09.25 10:00:13-0700

Date:

Approved ☐

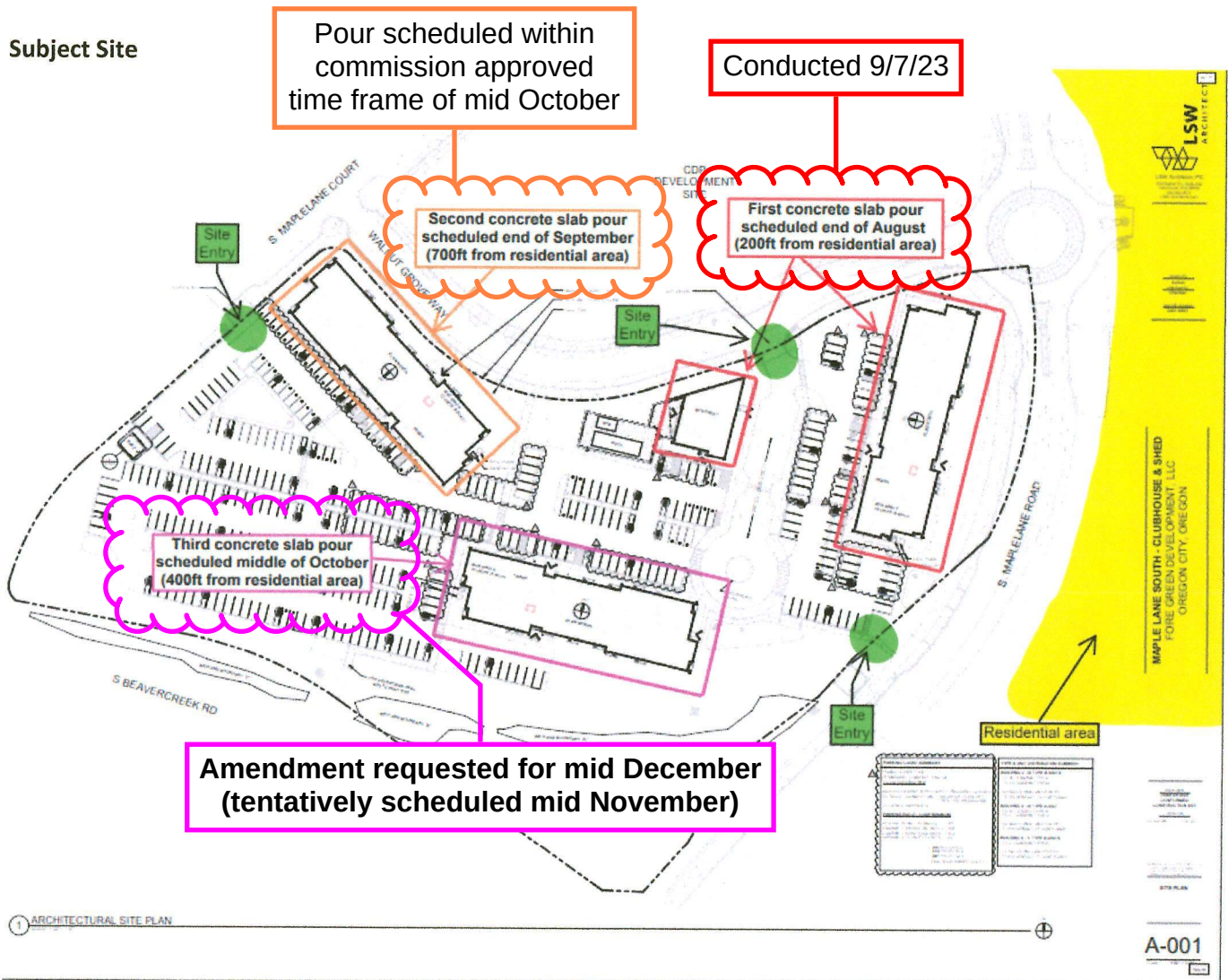
*Approved with Modification ☐

Denied ☐

*Modification Notes:

LOCATION:

Clackamas County Map 3-2E-04C, tax lots 01201, 01300
 Clackamas County Map 3-2E-04CD, tax lot 03300

Subject Site



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Facilities Manager Kyle Christoph

Agenda Date: 10/04/2023

SUBJECT:

Janitorial Services Contracts with Independent People Inc. and Jan-Pro

STAFF RECOMMENDATION:

The staff recommends that the contract should be awarded, and the City Manager should be authorized to execute the contract with Independent People for routine janitorial services at a cost not exceeding \$9,010 per month. They also recommend awarding the contract to Jan-Pro for routine janitorial services at the Library at a cost not exceeding \$4,175 per month and at Pioneer Community Center with an initial cost of \$2,095 plus extra services for site rentals, which will be billed at a rate of \$37 per hour. The staff further recommends signing the Request for Price Approval for both contracts.

EXECUTIVE SUMMARY:

Previously our two janitorial contracts were covered by Independent People servicing Public Works, Cemetery Office, Community Development, RLPS, Library, and Pioneer, and then a Jan-Pro franchisee serviced City Hall. We tried to find a single provider to take over both contracts, but unfortunately, Independent People asked to lower their total coverage and no other vendors under the Oregon Forward program could meet our staffing needs. As a result, we had to look for providers outside the program.

Eventually, a separate Jan-Pro franchisee offered the most competitive bid to take over the Library and Pioneer service. Meanwhile, Independent People will continue to provide a limited portion of their current service.

Here are the agencies we contacted for services under the Oregon Forward program:

- Alternative Services Inc. – Declined to bid
- Diversified Abilities – Declined to bid
- Independent People - Provided bid
- Northwest Success – Provided bid
- Relay Resources – Declined to bid

- TVW Inc – Declined to bid

Here are the agencies we contacted for services outside the Oregon Forward program:

- Janiking - Provided bid
- Jan-Pro - Provided bid

We plan to proceed with 3-year contracts for:

- Independent People Inc. serving:
 - City Hall
 - Public Works
 - Cemetery
 - Community Development
 - Robert Libke Public Safety
- Jan-Pro serving:
 - Library
 - Pioneer

BACKGROUND:

Maintaining City facilities and keeping workspaces and meeting spaces presentable to citizens and visitors is a basic requirement. The City has been paying a base price of approximately \$14,906 monthly over the past several years, with an additional rental charge of around \$225 per month. The proposed price represents a reasonable increase.

OPTIONS:

1. Authorize the City Manager to execute the contracts with Independent People and Jan-Pro for routine janitorial services.
2. Deny the contracts with Independent People and Jan-Pro for routine janitorial services and provide staff direction.

BUDGET IMPACT:

Amount: \$15,280 per month plus additional fees for rentals

FY(s): 2024-2026

Funding Source(s): Existing budgeted funds for janitorial services



STATE OF OREGON
DEPARTMENT OF ADMINISTRATIVE SERVICES
Oregon Forward Program
Request for Price Approval

Public Agency: City of Oregon City

Oregon Forward Company: Independent People Inc

Product or Service: Janitorial

Contract number (& amendment# if applicable): Proposal for amendment to current contract

Proposed Prices (list all proposed prices and include the Statement of Services or Specifications, and costing workbooks to justify proposed prices with request):

Product/Service	Proposed Price	Units (per hour, month, each, etc.)
Police Department	\$1700	Month
Municipal Court	\$380	Month
Commission Chambers	\$320	Month
Community Development	\$840	Month
Mt. View Cemetery	\$360	Month
Public Works Operations Complex	\$2650	Month
City Hall (5 full days)	\$2760	Month
Proposal - Total New Monthly	\$9010	Month

Public Agency and Oregon Forward Company agree the proposed price and supporting documentation meets the requirements of OAR 125-055-0030.

_____, date: 8/21/2023
Authorized Public Agency Signature

kchristoph@orcify.org, phone # 971-990-3109

Email Address

Kenneth W. Renne, date: 8/21/2023
Authorized Oregon Forward Contractor Signature

ken@jamboza.com, phone # 503-320-7106

Email Address

DAS has reviewed the submitted documentation supporting the price(s) offered by the Oregon Forward Contractor and approves the price for procurement of the above stated product or service in accordance with OAR 125-055-0030.

Darvin Pierce, date: 9/6/2023
Oregon Forward Program Signature

JAN-PRO™

CLEANING & DISINFECTING

Item 7d.

JAN-PRO Franchise Development of Oregon & SW Washington



JAN-PRO™
FRANCHISE DEVELOPMENT

Proudly representing independently owned and operated JAN-PRO Cleaning & Disinfecting™ franchises.

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August 16, 2023

Pioneer Community Center
Kyle Christoph
615 5th St
Oregon City, OR 97045

Dear Kyle,

It is our privilege to submit a formal cleaning proposal for your review today. In situations like this, every vendor wants to showcase their services and JAN-PRO Cleaning & Disinfecting is no exception. What we hope will serve to differentiate our proposal today are the customer benefits that make JAN-PRO Cleaning & Disinfecting a uniquely better cleaning partner for the over 35,000 global clients that are served every day.

Whether you judge by reputation, franchise owner commitment, the unique cleaning processes themselves or by the written service guarantee, we know you will find JAN-PRO Cleaning & Disinfecting to be a worthy service partner for your organization and look forward to addressing any additional questions you may have.

Yours Sincerely,

Jennifer Barajas

Jennifer Barajas
Sales Representative
Jennifer.Barajas@jan-pro.com
C: 503-899-9582
Dir: 971-348-6706
O: 503-620-3881

Proudly representing independently owned and operated
JAN-PRO Cleaning & Disinfecting™ franchisees

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ABOUT US

At JAN-PRO Cleaning & Disinfecting, it's not just what we say – it's what we do.

Measurable Cleaning. Guaranteed Results.®

Since 1991, JAN-PRO Cleaning & Disinfecting has paved the way in commercial cleaning. Trust, reliability, innovation, and leadership are the core of who we are, and that's how we've become a proven, global brand with the best support and expertise in the business.

JAN-PRO Cleaning & Disinfecting leads the commercial cleaning industry through:

- Lasting client relationships
- Quality service guarantee
- Stable, reliable cleaning owner-operators
- Extensive certification program
- Best-in-class cleaning process
- Efficient, eco-friendly technology
- Innovative products & equipment
- Performance evaluation & reporting

We're committed to the deepest, most trustworthy partnerships in commercial cleaning...

So don't let the dirty work keep you from running your business. Trust JAN-PRO Cleaning & Disinfecting for a consistent clean from the same reliable owner-operators every time – guaranteed.

At JAN-PRO Cleaning & Disinfecting, we mean clean.



THE RIGHT COMMERCIAL CLEANING PARTNER

At JAN-PRO Cleaning & Disinfecting, our reputation sets us apart. We're proud of the relationships we've built and the accomplishments we've achieved:

- #1 Commercial Cleaning Franchise in 2022 for 15 straight years by *Entrepreneur* magazine
- #1 Fastest-Growing Franchise in 2021 by *Entrepreneur* magazine
- #2 Fastest-Growing Franchise in 2020 by *Entrepreneur* magazine
- Ranked as a Top Global Franchise in 2020 for 8 years in a row by *Entrepreneur* magazine
- Ranked as a Top 200 Franchise in 2018 and for 9 years by *Franchise Business Review* magazine
- Top 100 Global Franchises for 2018 by *Franchise Direct*
- Ranked as a Top Franchise for Veterans in 2020 by *Entrepreneur* magazine

JAN-PRO Systems International was founded in 1991 by a veteran. We created our VetConnectionSM program to serve those who have served our country:

- The VetConnectionSM program is the 1st franchise commercial cleaning program designed specifically around veterans' needs, including veteran discounts and additional incentives on equipment and supplies.
- The VetConnectionSM program helps put veterans in business where they can apply their team skills and other disciplines.

As a leader in our industry, we're committed to advancing the leaders of tomorrow through the JAN-PRO Your Family First Scholarship® program:

- The JAN-PRO Your Family First Scholarship® program has awarded over \$350,000 in scholarships to almost 250 students.
- Through our partnership with Scholarship America, the nation's leading nonprofit scholarship and educational support organization, we help fund college tuition for eligible JAN-PRO Systems International candidates.



2018 Franchisee
Satisfaction Awards
FranchiseBusinessREVIEW

VetConnection
JAN-PRO ★ YOUR NEXT MISSION



JAN-PRO OF OREGON & SW WASHINGTON

AWARDS AND RECOGNITION

- Better Business Bureau Member
- Jan-Pro gold circle member, 9 years.
- 2017 Jan-Pro Franny Recipient, Recognition of excellence.
- For 15 years in a row, JAN-PRO Cleaning & Disinfecting has been ranked #1 in the commercial cleaning franchise category by Entrepreneur Magazine!

COMMUNITY INVOLVEMENT

- Your Family First-Two Scholarships awarded each year.
- Sponsorship of Morrison Foundation's Luminosa (A bike ride to support Morrison Child and Family Services)
- Sponsor of the Tigard High School Drama Program.
- Sponsor Sherwood Youth Basketball Program.
- Sponsor of Morrison Child & Family Services virtual fundraiser, Momentum.
- Sponsorship of CODA's watch party virtual event.
- Donor for a variety of local & national charity organizations, i.e. The American Red Cross, Oregon Food Bank, Portland Rescue Mission, and Habitat for Humanity.

PARTNERS & AFFILIATES

- Jan-Pro International
- Walter E. Nelson Company
- EcoLab
- ProTeam

JAN-PRO CLEANING AND DISINFECTING GUARANTEE



**We mean
clean.**

Every commercial cleaning company promises great service – But only JAN-PRO Cleaning & Disinfecting guarantees it.

The JAN-PRO Cleaning & Disinfecting Guarantee reflects our commitment to the best certification, newest technology, most measurable results, and highest quality commercial cleaning service available.

Cleaning franchisees promise to:

- Complete all regularly scheduled cleaning commitments on time
- Respond to and promptly resolve any service issues within 1 business day
- Schedule a complimentary cleaning if either of these obligations are not met

Trusted. Clean. Guaranteed.

OUR PROCESS



The process is simple: Trusted + Clean = Guaranteed.

The JAN-PRO Cleaning & Disinfecting Process is designed to guarantee customer satisfaction through quality, technology, and measurement for a consistent clean from the same reliable cleaning franchisees – every time.

STEP 1:

JAN-PRO Signature Clean® Services = Quality Commitment

Every cleaning franchisee goes through an in depth brand standard certification program which includes:

- How to work safely in public areas
- How to maintain bacteria-free surfaces
- How to work faster & greener
- How to dust offices without disturbing them
- The importance of chemical dwell time
- Treatments for hard floors
- Thorough carpet-cleaning techniques
- OSHA safety protocols

Cleaning franchisees are uniformed, bonded, and insured – so you can trust the job will be done safely and professionally.

OUR PROCESS

STEP 2:

JAN-PRO Technics® Technology = Quality Delivered

The JAN-PRO Technics® technology is the science behind our services. JAN-PRO Cleaning & Disinfecting delivers quality using the most advanced products and equipment, including:

- Hospital-strength disinfectants for the broadest kill range of surface bacteria
- HEPA-rated backpack vacuums that filter out 99.97% of particles from the air
- Microfiber cloths and mops that trap dirt more efficiently and effectively
- Eco-friendly cleaning chemicals that cover a greater area while using less product
- The best safety equipment available

STEP 3:

JAN-PRO Tracker® Audits = Quality Measured

JAN-PRO Cleaning & Disinfecting franchisees use the JAN-PRO Tracker audit to routinely check their work and benchmark their results:

- First, your cleaning needs are assessed so cleaning franchisees can decide where to focus their expertise.
- After the initial period (usually 30 days), a brand standard audit is conducted on your property using a 50-point checklist – so no spot, nook, or cranny is overlooked.
- Adjustments are made if needed, and the audits continue on a regular schedule.



ENVIROSHIELD®

Put JAN-PRO's EnviroShield® system to work for you!

At JAN-PRO Cleaning & Disinfecting, we've paved the way in commercial cleaning since 1991 – thanks in part to innovative technology like our proprietary EnviroShield® system which provides disinfection with an eco-friendly, hospital-grade disinfectant that other systems can't reach.



How It Works

- The EnviroShield® system uses a disinfectant that is EPA-rated as the safest in its class while being powerful enough to kill 99.9% of harmful bacteria, viruses, and fungi.
- EnviroShield® equipment features an electrostatic nozzle designed for specific areas and applications.
- Electrostatic technology applies a positive charge to microscopic droplets, ensuring 100% surface contact.
- The positive charge causes the disinfectant to cling to and fully cover every surface it touches – thus providing disinfection.

Why It Works

- EnviroShield®'s disinfectant is safe enough for everyday use and won't cause skin, eye, or respiratory issues when used as directed.
- It is environmentally-friendly, and won't leave behind any residue or odor.
- The unique sprayer allows us to treat areas and surfaces other cleaning systems can't reach.



60% of illnesses that result in absence from work are contracted from equipment in the office.



The level of bacteria on an elevator button is **3x higher** than the amount found on public toilet seats.



Desks are **100x less** hygienic than the average kitchen table yet **60%** eat at their desk.

The typical worker's hands come in contact with 10 million bacteria per day. JAN-PRO's EnviroShield® system protects you from 99.9% of them.



32% of people admit to not washing their hands after using the restroom.



Touching a hand rail is like shaking hands with **10,000 people**.



Nearly **22 million** school days are lost each year due to the common cold.

CLEANING SCHEDULE

Client: Pioneer Community Center
Frequency: 5 times weekly
Cleaning Time: After business hours

	Nightly	Weekly	Monthly
ENTRANCE/RECEPTION/OFFICES/CUBICLES/HALLWAYS/CONFERENCE ROOMS/COMMUNITY ROOM 1-3:			
Remove trash & recycling to collection point, replace liners if soiled.	X		
Dust unobstructed horizontal surfaces of furniture (computers and paperwork will not be disturbed).	X		
Spot clean walls, doors, door frames, kick plates, light switches, etc.	X		
Spot clean entrance door glass.	X		
Clean, sanitize and polish all drinking fountains.	X		
Sweep and/or dust mop, then spot mop all hard surface flooring to remove all loose debris.	X		
Vacuum all high traffic carpeted areas.	X		
Vacuum mats, rugs, and runners.	X		
Report all maintenance issues to management.	X		
Remove spots/fingerprints from all interior glass.	X		
Thoroughly dust horizontal surfaces of furniture, windowsills, wall hangings, office equipment, etc.		X	
Thoroughly clean all door glass to remove fingerprints and smudges.		X	
Mop hard surface flooring wall to wall. Remove mats and rugs, vacuum underneath and replace.		X	
Vacuum carpeted areas wall to wall.		X	
High dust up to 10' to include corners, edges, light fixtures and air vents. Remove cobwebs.			X
Vacuum or brush upholstered furniture.			X
Dust all accessible baseboards and window blinds.			X
COFFEE COUNTER:			
Remove trash to collection point, replace liners.	X		
Damp wipe all horizontal surfaces with a disinfectant.	X		
KITCHEN/CAFETERIA AREA: OPTION 2			
Mop hard surface flooring wall to wall. Remove mats and rugs, vacuum underneath and replace.		X	

CLEANING SCHEDULE

Client: Pioneer Community Center
Frequency: 5 times weekly
Cleaning Time: After business hours

	Nightly	Weekly	Monthly
RESTROOMS:			
Remove trash to collection point, replace liners.	X		
Disinfect door handles, light switches, partition handles, safety bars, and flush levers.	X		
Clean, disinfect and polish all dispensers and fixtures.	X		
Clean and disinfect all basins, counters, toilets, and urinals both inside and out.	X		
Stock all towels, tissue, and hand soap.	X		
Sweep, then damp mop all hard surface flooring with a disinfectant and rinse.	X		
Spot clean walls, partitions, doors/frames, baseboards, and kick plates.	X		
Clean and disinfect partitions and walls around toilets and urinals.		X	
Dust horizontal surfaces of dispensers, light fixtures, tops of partitions, etc.		X	
Clean and polish all chrome, stainless and bright work.		X	
High dust up to 10' to include corners, edges, light fixtures and air vents. Remove cobwebs.			X
If applicable, pour water down floor drain to hydrate & remove odors.			X
Dust all accessible baseboards. Wipe down as needed to remove buildup.			X

ADDITIONAL NOTES: Request for additional services ie: day clean of classroom or community rooms during business hours to be charged at an agreed upon hourly rate.

ADDITIONAL SERVICES UPON REQUEST

CARPET	• Spot removal • Carpet cleaning
HARD SURFACE FLOORS	• Burnishing • Top scrub and refinish (wax) • Strip and wax • Ceramic Tile Scrub
UPHOLSTERY AND WORKSTATIONS	• Vacuum partitions • Spot removal • Extraction cleaning
WINDOWS	• Inside and outside (ground floor only)
LIGHTING	• Cleaning lights and light fixtures • Replacing bulbs
PROCUREMENT OF SUPPLIES	• Paper products • Hand soap • Trashcan liners • Dispensers and containers • Other consumable supplies
ENVIROSHIELD	• Electrostatic total disinfection service.

CLEANING AGREEMENT

Janitorial Services Agreement

This Agreement is made with **PIONEER COMMUNITY CENTER** (“**CLIENT**”), for the purposes of outlining the general terms and conditions under which the Jan-Pro Cleaning & Disinfecting certified business owner (“**SERVICE PROVIDER**”) _____ will provide services to **CLIENT** at the location identified in Exhibit A of this Agreement. **SERVICE PROVIDER** is the certified franchise business owner authorized to provide services under the Jan-Pro Cleaning & Disinfecting Brand identified on the signature line below. **SERVICE PROVIDER** has contracted with Jan-Pro Franchise Development of Oregon & SW Washington (“Service Coordinator”) to provide certain administrative and support services, including invoicing and collection for services provided by **SERVICE PROVIDER**, and other account coordination services.

1. **Services.** **SERVICE PROVIDER** will provide the recurring services requested by **CLIENT** per the cleaning schedule and at the frequencies requested by **CLIENT** as set forth in Exhibit A. **SERVICE PROVIDER** may provide additional services on a per occurrence basis upon **CLIENT** request at rates set forth in this Agreement or otherwise negotiated between **SERVICE PROVIDER** and **CLIENT**.
2. **Supplies.** **SERVICE PROVIDER** will provide all tools and equipment, as well as all chemicals, cleaning supplies and labor to perform the services requested by **CLIENT**. **SERVICE PROVIDER** will supervise its own personnel and follow the reasonable and lawful cleaning requirements of **CLIENT** for any specific matters that need to be addressed at the cleaning site. **CLIENT** will provide all kitchen and/or restroom paper products, hand soap, trash can liners, and other consumables.
3. **Payment Terms.** Client will be invoiced at the beginning of each month for the recurring janitorial services, with payment terms at net 15 days. All additional services are invoiced as incurred, with payment terms at net 15 days. A finance charge of 1.5% per month (minimum \$15.00) will be assessed on all delinquent accounts over 60 days. **SERVICE PROVIDER** hereby directs that **CLIENT** pay invoices for services delivered by **SERVICE PROVIDER** to Service Coordinator.
4. **Term of Agreement.** This Agreement begins on the first date of service specified in Exhibit A and continues for a period of one year. This Agreement automatically renews for a period of one year at the end of the then current term, unless either party gives written notice of non-renewal at least 30 days before the expiration date. Rates for Services will be fixed for the first twelve (12) months of this Agreement. Thereafter, on each anniversary date, service rates will be increased up to 5%. If at any time there are: 1) changes mandated by law in required wages or other welfare and benefits for Service Provider employees; 2) changes in other regulatory requirements; 3) cost of goods increases in excess of 5% (when annualized); or 4) other cost increases outside the control of Service Provider (individually and collectively, a “Cost Escalation Event”), that collectively increase the cost for Service Provider to provide the Service in excess of 5% (when annualized), Service Provider may increase invoiced rates/prices by the amount necessary to cover the Cost Escalation Event that Service Provider identified pertaining to these mandated increases/product costs, but only within jurisdictions in which such changes are mandated and/or occur.
5. **Service Excellence.** Service Provider has contracted with Service Coordinator to facilitate communication of service-related issues to Service Provider and Service Coordinator also monitors service-related issues for the purpose of ensuring protection of the Jan-Pro Cleaning & Disinfecting brand and adherence to brand standards for use of the brand.
6. **Termination and Transfer of Service.** This Agreement may be terminated by **CLIENT** for non-performance of services only. **CLIENT** must provide written notice specifying in detail the nature of any non-performance. **SERVICE PROVIDER** will have 5 working days to cure a specific issue or 30 working days to cure a claim of general non-performance. If **SERVICE PROVIDER** is unable to cure, **CLIENT** may request in writing to Service Coordinator (with a copy to Service Provider) that the Service Coordinator find a replacement **SERVICE PROVIDER**. Service Coordinator will work with Service Provider and Client to transfer the account to a new Service Provider. If despite these efforts, **CLIENT** elects to terminate for non-performance, **CLIENT** will notify the **SERVICE PROVIDER** and the Service Coordinator in writing and this Agreement will terminate 30 days after the date of the notice. If Service Provider and/or Client desire to transfer service to a replacement Service Provider (even where there is no uncured non-performance), Service Coordinator will work with Service Provider and Client to transfer the account to a new Service Provider. Service Coordinator may charge Service Provider a fee for transfer services. All written notices must be timely by certified email, or email. If Service Provider ceases performing services under the account for 7 days, or otherwise abandons the account, such action will be deemed a request by Service Provider to transfer the account to a new Service Provider without compensation. This Agreement may also be transferred to a new **SERVICE PROVIDER** upon request of the current **SERVICE PROVIDER**. Upon that request, Service Coordinator will provide notice to the **CLIENT** and facilitate the assignment of the Agreement to a new **SERVICE PROVIDER**.
7. **Solicitation.** **CLIENT** agrees that during the term of this Agreement and for 90 days after the termination of this Agreement, Client will not solicit for services or employment (whether directly or indirectly) any Service Provider owner or employee of Service Provider who provided services to Client hereunder or any employee of Service Coordinator, unless services are provided under the Jan-Pro Cleaning & Disinfecting brand.

CLEANING AGREEMENT

8. **Payment Default.** If **CLIENT** fails to make payment under this Agreement, the Service Coordinator will provide written notice of delinquency to **CLIENT**, and **CLIENT** shall have 10 days from the date of such notice to remit all outstanding balances, after which time, the **SERVICE PROVIDER** may suspend or terminate services for non-payment without further notice. Suspension or termination on such grounds shall not relieve **CLIENT** of its obligation to pay for services rendered up to and including the date of suspension or termination. If **CLIENT** breaches this Agreement by non-payment, **CLIENT** shall be responsible for reimbursing **SERVICE PROVIDER** for all costs of enforcing **CLIENT's** obligations hereunder, including without limitation, lost profits and/or revenues, costs and expenses of collection, reasonable attorney fees, paralegal fees, and collection agency fees, if any. **SERVICE PROVIDER** may contract with Service Coordinator to provide collection services, the fees for which **CLIENT** will be responsible for as set forth above.
9. **Holidays.** **CLIENT** agrees that it will not require services of **SERVICE PROVIDER** on certain federally recognized holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas; *provided however*, that if **CLIENT** requests **SERVICE PROVIDER** to provide services on such holidays, **SERVICE PROVIDER** has the sole discretion as to whether **SERVICE PROVIDER** and/or its employees will provide services on such holidays or an alternate day, without any claim of breach hereunder if **SERVICE PROVIDER** declines. **SERVICE PROVIDER** may require an additional fee to provide services on such holidays.
10. **Insurance.** **CLIENT'S** insurance requirements shall be satisfied by way of **SERVICE PROVIDER** maintaining commercial general liability insurance of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, workers' compensation insurance of \$1,000,000, and janitorial bonding of \$50,000.
11. **Limitation of Damages.** In no event shall either party, or its directors, employees, partners, agents, suppliers, franchisor, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from the services provided by Service Provider or the conduct of Service Provider. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SERVICE PROVIDER, ARISING OUT OF OR RELATING TO THE CLIENT'S RECEIPT OF THE SERVICES TO BE PROVIDED HEREIN EXCEED ANY COMPENSATION CLIENT PAID TO SERVICE PROVIDER (OR ITS DESIGNEE – INCLUDING SERVICE COORDINATOR) FOR PROVIDING THE SERVICES DESCRIBED HEREIN DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM.
12. **Choice of Law.** **CLIENT** and **SERVICE PROVIDER** mutually agree that this Agreement shall be interpreted under the laws of the State of Oregon and that any civil action regarding this Agreement (be it filed by **CLIENT** or **SERVICE PROVIDER**) shall only be filed in the District or Circuit Courts of Portland, OR.
13. **Entire Agreement.** **SERVICE PROVIDER** and **CLIENT** agree that this Agreement constitutes the full, complete, and entire understanding and agreement among them concerning their obligations and related matters discussed herein, and supersedes any and all prior negotiations, understandings or agreements. Except as otherwise specifically provided herein, any and all prior understandings and agreements between **SERVICE PROVIDER** and **CLIENT**, with respect to the subject matter of this Agreement, are merged into this Agreement.

CLIENT and **SERVICE PROVIDER** agree to the terms of this Janitorial Service Agreement.

SIGNED AND AGREED TO BY:

CLIENT: Pioneer Community Center

SERVICE PROVIDER:

Sig: _____

Sig: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Address for Notices:

PRICING AGREEMENT-Exhibit A:

CLIENT:	Pioneer Community Center
CLEANING LOCATION:	615 5 th St Oregon City, OR 97045
DESCRIPTION OF CLEANABLE AREA:	See attached Scope of Work
FREQUENCY:	5 x per week
START DATE:	

REGULAR SERVICE

- | | | |
|--------------------------|---|---------------------|
| ☐ | Option #1: Janitorial services 5 times weekly –
Kitchen not included | \$2000.00/per month |
| ☐ | Option #2: Janitorial services 5 times weekly –
including once weekly kitchen floor & restroom
cleaning | \$2095.00/per month |

- | | |
|--------------------------|---|
| ☐ | Client requests that the Service Provider and its employees wear Jan-Pro branded uniforms while on Client's premises. |
| ☐ | Client requests that the Service Provider and its employees wear identification badges while on Client's premises. |

- Note that if the information provided by Client on square footage, scope or frequency of service differs from Service Provider's expectations or is inaccurate in any way, Service Provider, either itself or by and through the Company shall have the sole and exclusive right to align expectations and correct any such inaccuracies, even after this Agreement is signed, and without claim of breach by Client.
- If client requests cleaning to be done during business hours, the price quoted is an additional 25%.
- Prices expire after 30 days.

JAN-PRO™

CLEANING & DISINFECTING

Item 7d.

JAN-PRO Franchise Development of Oregon & SW Washington



JAN-PRO™
FRANCHISE DEVELOPMENT

Proudly representing independently owned and operated JAN-PRO Cleaning & Disinfecting™ franchises.

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August 16, 2023

Oregon City Public Library
Kyle Christoph
606 James Adams St
Oregon City, OR 97045

Dear Kyle,

It is our privilege to submit a formal cleaning proposal for your review today. In situations like this, every vendor wants to showcase their services and JAN-PRO Cleaning & Disinfecting is no exception. What we hope will serve to differentiate our proposal today are the customer benefits that make JAN-PRO Cleaning & Disinfecting a uniquely better cleaning partner for the over 35,000 global clients that are served every day.

Whether you judge by reputation, franchise owner commitment, the unique cleaning processes themselves or by the written service guarantee, we know you will find JAN-PRO Cleaning & Disinfecting to be a worthy service partner for your organization and look forward to addressing any additional questions you may have.

Yours Sincerely,

Jennifer Barajas

Jennifer Barajas
Sales Representative
Jennifer.Barajas@jan-pro.com
C: 503-899-9582
Dir: 971-348-6706
O: 503-620-3881

Proudly representing independently owned and operated
JAN-PRO Cleaning & Disinfecting™ franchisees

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ABOUT US

At JAN-PRO Cleaning & Disinfecting, it's not just what we say – it's what we do.

Measurable Cleaning. Guaranteed Results.®

Since 1991, JAN-PRO Cleaning & Disinfecting has paved the way in commercial cleaning. Trust, reliability, innovation, and leadership are the core of who we are, and that's how we've become a proven, global brand with the best support and expertise in the business.

JAN-PRO Cleaning & Disinfecting leads the commercial cleaning industry through:

- Lasting client relationships
- Quality service guarantee
- Stable, reliable cleaning owner-operators
- Extensive certification program
- Best-in-class cleaning process
- Efficient, eco-friendly technology
- Innovative products & equipment
- Performance evaluation & reporting

We're committed to the deepest, most trustworthy partnerships in commercial cleaning...

So don't let the dirty work keep you from running your business. Trust JAN-PRO Cleaning & Disinfecting for a consistent clean from the same reliable owner-operators every time – guaranteed.

At JAN-PRO Cleaning & Disinfecting, we mean clean.



THE RIGHT COMMERCIAL CLEANING PARTNER

At JAN-PRO Cleaning & Disinfecting, our reputation sets us apart. We're proud of the relationships we've built and the accomplishments we've achieved:

- #1 Commercial Cleaning Franchise in 2022 for 15 straight years by *Entrepreneur* magazine
- #1 Fastest-Growing Franchise in 2021 by *Entrepreneur* magazine
- #2 Fastest-Growing Franchise in 2020 by *Entrepreneur* magazine
- Ranked as a Top Global Franchise in 2020 for 8 years in a row by *Entrepreneur* magazine
- Ranked as a Top 200 Franchise in 2018 and for 9 years by *Franchise Business Review* magazine
- Top 100 Global Franchises for 2018 by *Franchise Direct*
- Ranked as a Top Franchise for Veterans in 2020 by *Entrepreneur* magazine

JAN-PRO Systems International was founded in 1991 by a veteran. We created our VetConnectionSM program to serve those who have served our country:

- The VetConnectionSM program is the 1st franchise commercial cleaning program designed specifically around veterans' needs, including veteran discounts and additional incentives on equipment and supplies.
- The VetConnectionSM program helps put veterans in business where they can apply their team skills and other disciplines.

As a leader in our industry, we're committed to advancing the leaders of tomorrow through the JAN-PRO Your Family First Scholarship® program:

- The JAN-PRO Your Family First Scholarship® program has awarded over \$350,000 in scholarships to almost 250 students.
- Through our partnership with Scholarship America, the nation's leading nonprofit scholarship and educational support organization, we help fund college tuition for eligible JAN-PRO Systems International candidates.



2018 Franchisee
Satisfaction Awards
FranchiseBusinessREVIEW

VetConnection
JAN-PRO ★ YOUR NEXT MISSION



JAN-PRO OF OREGON & SW WASHINGTON

AWARDS AND RECOGNITION

- Better Business Bureau Member
- Jan-Pro gold circle member, 9 years.
- 2017 Jan-Pro Franny Recipient, Recognition of excellence.
- For 15 years in a row, JAN-PRO Cleaning & Disinfecting has been ranked #1 in the commercial cleaning franchise category by Entrepreneur Magazine!

COMMUNITY INVOLVEMENT

- Your Family First-Two Scholarships awarded each year.
- Sponsorship of Morrison Foundation's Luminosa (A bike ride to support Morrison Child and Family Services)
- Sponsor of the Tigard High School Drama Program.
- Sponsor Sherwood Youth Basketball Program.
- Sponsor of Morrison Child & Family Services virtual fundraiser, Momentum.
- Sponsorship of CODA's watch party virtual event.
- Donor for a variety of local & national charity organizations, i.e. The American Red Cross, Oregon Food Bank, Portland Rescue Mission, and Habitat for Humanity.

PARTNERS & AFFILIATES

- Jan-Pro International
- Walter E. Nelson Company
- EcoLab
- ProTeam

JAN-PRO CLEANING AND DISINFECTING GUARANTEE



Every commercial cleaning company promises great service – But only JAN-PRO Cleaning & Disinfecting guarantees it.

The JAN-PRO Cleaning & Disinfecting Guarantee reflects our commitment to the best certification, newest technology, most measurable results, and highest quality commercial cleaning service available.

Cleaning franchisees promise to:

- Complete all regularly scheduled cleaning commitments on time
- Respond to and promptly resolve any service issues within 1 business day
- Schedule a complimentary cleaning if either of these obligations are not met

Trusted. Clean. Guaranteed.



OUR PROCESS



The process is simple: Trusted + Clean = Guaranteed.

The JAN-PRO Cleaning & Disinfecting Process is designed to guarantee customer satisfaction through quality, technology, and measurement for a consistent clean from the same reliable cleaning franchisees – every time.

STEP 1:

JAN-PRO Signature Clean® Services = Quality Commitment

Every cleaning franchisee goes through an in depth brand standard certification program which includes:

- How to work safely in public areas
- How to maintain bacteria-free surfaces
- How to work faster & greener
- How to dust offices without disturbing them
- The importance of chemical dwell time
- Treatments for hard floors
- Thorough carpet-cleaning techniques
- OSHA safety protocols

Cleaning franchisees are uniformed, bonded, and insured – so you can trust the job will be done safely and professionally.

OUR PROCESS

STEP 2:

JAN-PRO Technics® Technology = Quality Delivered

The JAN-PRO Technics® technology is the science behind our services. JAN-PRO Cleaning & Disinfecting delivers quality using the most advanced products and equipment, including:

- Hospital-strength disinfectants for the broadest kill range of surface bacteria
- HEPA-rated backpack vacuums that filter out 99.97% of particles from the air
- Microfiber cloths and mops that trap dirt more efficiently and effectively
- Eco-friendly cleaning chemicals that cover a greater area while using less product
- The best safety equipment available

STEP 3:

JAN-PRO Tracker® Audits = Quality Measured

JAN-PRO Cleaning & Disinfecting franchisees use the JAN-PRO Tracker audit to routinely check their work and benchmark their results:

- First, your cleaning needs are assessed so cleaning franchisees can decide where to focus their expertise.
- After the initial period (usually 30 days), a brand standard audit is conducted on your property using a 50-point checklist – so no spot, nook, or cranny is overlooked.
- Adjustments are made if needed, and the audits continue on a regular schedule.



ENVIROSHIELD®

Put JAN-PRO's EnviroShield® system to work for you!

At JAN-PRO Cleaning & Disinfecting, we've paved the way in commercial cleaning since 1991 – thanks in part to innovative technology like our proprietary EnviroShield® system which provides disinfection with an eco-friendly, hospital-grade disinfectant that other systems can't reach.



How It Works

- The EnviroShield® system uses a disinfectant that is EPA-rated as the safest in its class while being powerful enough to kill 99.9% of harmful bacteria, viruses, and fungi.
- EnviroShield® equipment features an electrostatic nozzle designed for specific areas and applications.
- Electrostatic technology applies a positive charge to microscopic droplets, ensuring 100% surface contact.
- The positive charge causes the disinfectant to cling to and fully cover every surface it touches – thus providing disinfection.

Why It Works

- EnviroShield®'s disinfectant is safe enough for everyday use and won't cause skin, eye, or respiratory issues when used as directed.
- It is environmentally-friendly, and won't leave behind any residue or odor.
- The unique sprayer allows us to treat areas and surfaces other cleaning systems can't reach.



60% of illnesses that result in absence from work are contracted from equipment in the office.



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Touching a hand rail is like shaking hands with **10,000 people**.



Nearly **22 million** school days are lost each year due to the common cold.

CLEANING SCHEDULE

Client: Oregon City Public Library

Frequency: 7 times weekly

Cleaning Time: After business hours

	Nightly	Weekly	Monthly
ENTRANCE/PUBLIC SPACES/STACKS/HALLWAYS/STAIRWELLS/OFFICES/MEETING ROOMS:			
Remove trash & recycling to collection point, replace liners if soiled.	X		
Dust unobstructed horizontal surfaces of furniture (computers and paperwork will not be disturbed).	X		
Disinfect public use computer stations.			
Spot clean walls, doors, door frames, kick plates, light switches, etc.	X		
Spot clean entrance door glass.	X		
Clean, sanitize and polish all drinking fountains.	X		
Sweep and/or dust mop, then spot mop all hard surface flooring to remove all loose debris.	X		
Vacuum all high traffic carpeted areas.	X		
Vacuum mats, rugs, and runners.	X		
Report all maintenance issues to management.	X		
Remove spots/fingerprints from all interior glass.	X		
Disinfect tables, couches, and lighting fixture in childrens area.	X		
Thoroughly dust horizontal surfaces of furniture, windowsills, wall hangings, office equipment, etc.		X	
Thoroughly clean all door glass to remove fingerprints and smudges.		X	
Mop hard surface flooring wall to wall. Remove mats and rugs, vacuum underneath and replace.		X	
Vacuum carpeted areas wall to wall.		X	
High dust up to 10' to include corners, edges, light fixtures and air vents. Remove cobwebs.			X
Vacuum or brush upholstered furniture.			X
Dust all accessible baseboards and window blinds.			X

CLEANING SCHEDULE

Client: Oregon City Public Library
Frequency: 7 times weekly
Cleaning Time: After business hours

	Nightly	Weekly	Monthly
BREAK ROOM/COFFEE BAR:			
Remove trash to collection point, replace liners.	X		
Damp wipe all horizontal surfaces (counters, tables, chairs) with a disinfectant.	X		
Clean, disinfect and polish all dispensers and fixtures.	X		
Clean and disinfect sink.	X		
Stock all towels and hand soap.	X		
Dust mop then damp mop flooring.	X		
Spot clean doors and walls.	X		
Spot clean exterior of appliances.	X		
Clean interior/exterior of microwave oven.		X	
Dust all horizontal surfaces of furniture, windowsills, wall hangings, etc.		X	
High dust up to 10' to include corners, edges, light fixtures and air vents. Remove cobwebs.			X
Dust all accessible baseboards and windowblinds.			X
RESTROOMS:			
Remove trash to collection point, replace liners.	X		
Disinfect door handles, light switches, partition handles, safety bars, and flush levers.	X		
Clean, disinfect and polish all dispensers and fixtures.	X		
Clean and disinfect all basins, counters, toilets, and urinals both inside and out.	X		
Stock all towels, tissue, and hand soap.	X		
Sweep, then damp mop all hard surface flooring with a disinfectant and rinse.	X		
Spot clean walls, partitions, doors/frames, baseboards, and kick plates.	X		
Clean and disinfect partitions and walls around toilets and urinals.		X	
Dust horizontal surfaces of dispensers, light fixtures, tops of partitions, etc.		X	
Clean and polish all chrome, stainless and bright work.		X	
High dust up to 10' to include corners, edges, light fixtures and air vents. Remove cobwebs.			X
If applicable, pour water down floor drain to hydrate & remove odors.			X
Dust all accessible baseboards. Wipe down as needed to remove buildup.			X

ADDITIONAL SERVICES UPON REQUEST

CARPET	• Spot removal • Carpet cleaning
HARD SURFACE FLOORS	• Burnishing • Top scrub and refinish (wax) • Strip and wax • Ceramic Tile Scrub
UPHOLSTERY AND WORKSTATIONS	• Vacuum partitions • Spot removal • Extraction cleaning
WINDOWS	• Inside and outside (ground floor only)
LIGHTING	• Cleaning lights and light fixtures • Replacing bulbs
PROCUREMENT OF SUPPLIES	• Paper products • Hand soap • Trashcan liners • Dispensers and containers • Other consumable supplies
ENVIROSHIELD	• Electrostatic total disinfection service.

CLEANING AGREEMENT

Janitorial Services Agreement

This Agreement is made with **OREGON CITY PUBLIC LIBRARY** ("CLIENT"), for the purposes of outlining the general terms and conditions under which the Jan-Pro Cleaning & Disinfecting certified business owner ("**SERVICE PROVIDER**") _____ will provide services to **CLIENT** at the location identified in Exhibit A of this Agreement. **SERVICE PROVIDER** is the certified franchise business owner authorized to provide services under the Jan-Pro Cleaning & Disinfecting Brand identified on the signature line below. **SERVICE PROVIDER** has contracted with Jan-Pro Franchise Development of Oregon & SW Washington ("Service Coordinator") to provide certain administrative and support services, including invoicing and collection for services provided by **SERVICE PROVIDER**, and other account coordination services.

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2. **Supplies.** **SERVICE PROVIDER** will provide all tools and equipment, as well as all chemicals, cleaning supplies and labor to perform the services requested by **CLIENT**. **SERVICE PROVIDER** will supervise its own personnel and follow the reasonable and lawful cleaning requirements of **CLIENT** for any specific matters that need to be addressed at the cleaning site. **CLIENT** will provide all kitchen and/or restroom paper products, hand soap, trash can liners, and other consumables.
3. **Payment Terms.** Client will be invoiced at the beginning of each month for the recurring janitorial services, with payment terms at net 15 days. All additional services are invoiced as incurred, with payment terms at net 15 days. A finance charge of 1.5% per month (minimum \$15.00) will be assessed on all delinquent accounts over 60 days. **SERVICE PROVIDER** hereby directs that **CLIENT** pay invoices for services delivered by **SERVICE PROVIDER** to Service Coordinator.
4. **Term of Agreement.** This Agreement begins on the first date of service specified in Exhibit A and continues for a period of one year. This Agreement automatically renews for a period of one year at the end of the then current term, unless either party gives written notice of non-renewal at least 30 days before the expiration date. Rates for Services will be fixed for the first twelve (12) months of this Agreement. Thereafter, on each anniversary date, service rates will be increased up to 5%. If at any time there are: 1) changes mandated by law in required wages or other welfare and benefits for Service Provider employees; 2) changes in other regulatory requirements; 3) cost of goods increases in excess of 5% (when annualized); or 4) other cost increases outside the control of Service Provider (individually and collectively, a "Cost Escalation Event"), that collectively increase the cost for Service Provider to provide the Service in excess of 5% (when annualized), Service Provider may increase invoiced rates/prices by the amount necessary to cover the Cost Escalation Event that Service Provider identified pertaining to these mandated increases/product costs, but only within jurisdictions in which such changes are mandated and/or occur.
5. **Service Excellence.** Service Provider has contracted with Service Coordinator to facilitate communication of service-related issues to Service Provider and Service Coordinator also monitors service-related issues for the purpose of ensuring protection of the Jan-Pro Cleaning & Disinfecting brand and adherence to brand standards for use of the brand.
6. **Termination and Transfer of Service.** This Agreement may be terminated by **CLIENT** for non-performance of services only. **CLIENT** must provide written notice specifying in detail the nature of any non-performance. **SERVICE PROVIDER** will have 5 working days to cure a specific issue or 30 working days to cure a claim of general non-performance. If **SERVICE PROVIDER** is unable to cure, **CLIENT** may request in writing to Service Coordinator (with a copy to Service Provider) that the Service Coordinator find a replacement **SERVICE PROVIDER**. Service Coordinator will work with Service Provider and Client to transfer the account to a new Service Provider. If despite these efforts, **CLIENT** elects to terminate for non-performance, **CLIENT** will notify the **SERVICE PROVIDER** and the Service Coordinator in writing and this Agreement will terminate 30 days after the date of the notice. If Service Provider and/or Client desire to transfer service to a replacement Service Provider (even where there is no uncured non-performance), Service Coordinator will work with Service Provider and Client to transfer the account to a new Service Provider. Service Coordinator may charge Service Provider a fee for transfer services. All written notices must be timely by certified email, or email. If Service Provider ceases performing services under the account for 7 days, or otherwise abandons the account, such action will be deemed a request by Service Provider to transfer the account to a new Service Provider without compensation. This Agreement may also be transferred to a new **SERVICE PROVIDER** upon request of the current **SERVICE PROVIDER**. Upon that request, Service Coordinator will provide notice to the **CLIENT** and facilitate the assignment of the Agreement to a new **SERVICE PROVIDER**.
7. **Solicitation.** **CLIENT** agrees that during the term of this Agreement and for 90 days after the termination of this Agreement, Client will not solicit for services or employment (whether directly or indirectly) any Service Provider owner or employee of Service Provider who provided services to Client hereunder or any employee of Service Coordinator, unless services are provided under the Jan-Pro Cleaning & Disinfecting brand.

CLEANING AGREEMENT

8. **Payment Default.** If **CLIENT** fails to make payment under this Agreement, the Service Coordinator will provide written notice of delinquency to **CLIENT**, and **CLIENT** shall have 10 days from the date of such notice to remit all outstanding balances, after which time, the **SERVICE PROVIDER** may suspend or terminate services for non-payment without further notice. Suspension or termination on such grounds shall not relieve **CLIENT** of its obligation to pay for services rendered up to and including the date of suspension or termination. If **CLIENT** breaches this Agreement by non-payment, **CLIENT** shall be responsible for reimbursing **SERVICE PROVIDER** for all costs of enforcing **CLIENT's** obligations hereunder, including without limitation, lost profits and/or revenues, costs and expenses of collection, reasonable attorney fees, paralegal fees, and collection agency fees, if any. **SERVICE PROVIDER** may contract with Service Coordinator to provide collection services, the fees for which **CLIENT** will be responsible for as set forth above.
9. **Holidays.** **CLIENT** agrees that it will not require services of **SERVICE PROVIDER** on certain federally recognized holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas; *provided however*, that if **CLIENT** requests **SERVICE PROVIDER** to provide services on such holidays, **SERVICE PROVIDER** has the sole discretion as to whether **SERVICE PROVIDER** and/or its employees will provide services on such holidays or an alternate day, without any claim of breach hereunder if **SERVICE PROVIDER** declines. **SERVICE PROVIDER** may require an additional fee to provide services on such holidays.
10. **Insurance.** **CLIENT'S** insurance requirements shall be satisfied by way of **SERVICE PROVIDER** maintaining commercial general liability insurance of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, workers' compensation insurance of \$1,000,000, and janitorial bonding of \$50,000.
11. **Limitation of Damages.** In no event shall either party, or its directors, employees, partners, agents, suppliers, franchisor, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from the services provided by Service Provider or the conduct of Service Provider. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SERVICE PROVIDER, ARISING OUT OF OR RELATING TO THE CLIENT'S RECEIPT OF THE SERVICES TO BE PROVIDED HEREIN EXCEED ANY COMPENSATION CLIENT PAID TO SERVICE PROVIDER (OR ITS DESIGNEE – INCLUDING SERVICE COORDINATOR) FOR PROVIDING THE SERVICES DESCRIBED HEREIN DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM.
12. **Choice of Law.** **CLIENT** and **SERVICE PROVIDER** mutually agree that this Agreement shall be interpreted under the laws of the State of Oregon and that any civil action regarding this Agreement (be it filed by **CLIENT** or **SERVICE PROVIDER**) shall only be filed in the District or Circuit Courts of Portland, OR.
13. **Entire Agreement.** **SERVICE PROVIDER** and **CLIENT** agree that this Agreement constitutes the full, complete, and entire understanding and agreement among them concerning their obligations and related matters discussed herein, and supersedes any and all prior negotiations, understandings or agreements. Except as otherwise specifically provided herein, any and all prior understandings and agreements between **SERVICE PROVIDER** and **CLIENT**, with respect to the subject matter of this Agreement, are merged into this Agreement.

CLIENT and **SERVICE PROVIDER** agree to the terms of this Janitorial Service Agreement.

SIGNED AND AGREED TO BY:

CLIENT: Oregon City Public Library

SERVICE PROVIDER:

Sig: _____

Sig: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Address for Notices:

PRICING AGREEMENT-Exhibit A:

CLIENT:	Oregon City Public Library
CLEANING LOCATION:	606 John Adams St Oregon City, OR 97045
DESCRIPTION OF CLEANABLE AREA:	See attached Scope of Work
FREQUENCY:	7 x per week
START DATE:	

REGULAR SERVICE

☐	Janitorial services seven days per week	\$4,175.00/per month
☐	Client requests that the Service Provider and its employees wear Jan-Pro branded uniforms while on Client's premises.	
☐	Client requests that the Service Provider and its employees wear identification badges while on Client's premises.	

- Note that if the information provided by Client on square footage, scope or frequency of service differs from Service Provider's expectations or is inaccurate in any way, Service Provider, either itself or by and through the Company shall have the sole and exclusive right to align expectations and correct any such inaccuracies, even after this Agreement is signed, and without claim of breach by Client.
- If client requests cleaning to be done during business hours, the price quoted is an additional 25%.
- Prices expire after 30 days.



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, June 21, 2023 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor McGriff convened the meeting at 7:12 PM.

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

STAFFERS: 11 - City Manager Tony Konkol, City Recorder Jakob Wiley, Police Chief Jim Band, Parks and Recreation Director Kendall Reid, Finance Director Matt Zook, Deputy Finance Director Erin Wilkie, Senior Project Engineer Patty Nelson, City Engineer Dayna Webb, Library Director Greg Williams, Human Resources Director Patrick Foiles, IT Director Mike Dobaj

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Pride Month Proclamation

Mayor McGriff declared June 2023 as Pride Month. Martha Spiers, resident of Oregon City, thanked the Commission for the proclamation. Wesley Hanson, resident of Oregon City, spoke about the importance of the proclamation from his personal experience.

4. CITIZEN COMMENTS

Michael Berman, resident of Gladstone, spoke about his uncle's struggles due to discrimination and how things had improved in the schools since then.

William Gifford, resident of Oregon City, gave kudos to those who helped with the Juneteenth celebration.

James Nicita, resident of Oregon City, discussed the Urban Renewal Commission's plan to challenge Section 59 of the Charter. He thought the City Commission should defend the Charter and was concerned about the City Attorney's involvement.

Jesse Buss, resident of Oregon City, discussed the lack of venue for the Pride event. He urged the Commission to look at City facilities as an option.

5. PRESENTATIONS

5a. Presentation - 2022 Transportation Advisory Committee Annual Report

Henry Mackenroth, Transportation Advisory Committee Vice Chair, gave the 2022 annual report.

Mayor McGriff asked for a recommendation on Oregon City setting its own speed limits and input from

residents on Barker Avenue now that South End was reopened.

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

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

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

- 7a. Resolution No. 23-19, Certifying the Election Results for the May 16, 2023 Special Election
- 7b. Management, Supervisory and Confidential Employee Salary Cost of Living Adjustment (COLA) FY 2023-24
- 7c. Professional services agreement with Christine Landers Law LLC for court prosecution services.
- 7d. Contract Extension with Cumming Group for Project Management Services/Owner Representative for WES Good Neighbor Agreement Funded Projects for FY 2023-2024
- 7e. Public Improvement Contract with Lee Contractors, LLC for the Beemer Way Stormwater Outfall Improvements (CI 22-007)
- 7f. Police Information Technology Services Agreement
- 7g. IT Analysis and Support RFP award to Polar Systems
- 7h. Minutes of the May 3, 2023 City Commission Special Meeting
- 7i. Minutes of the March 7, 2023 City Commission Joint Work Session with the Planning Commission
- 7j. Minutes of the January 7, 2009 City Commission Meeting
- 7k. Minutes of the October 15, 2008 City Commission Meeting
- 7l. Minutes of the October 7, 2008 City Commission Meeting

8. PUBLIC HEARINGS

- 8a. Resolution No. 23-13, Supplemental Budget for the 2021-23 Biennium

Mayor McGriff opened the public hearing.

Matt Zook, Finance Director, presented the staff report. He discussed the reasons for the supplemental budget including changes to accounting standards, increases in revenue, replacement of kiosks downtown, software purchase, increased project costs, land purchase for water projects, and ARPA funding.

There was no public testimony.

Mayor McGriff closed the public hearing.

Motion made by Commissioner Smith, seconded by Commissioner Mitchell, to adopt Resolution No. 23-13, Supplemental Budget for the 2021-23 Biennium. The motion carried by the following vote:

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

9. GENERAL BUSINESS

- 9a. Resolution No. 23-16, a Resolution of the City of Oregon City, Oregon Authorizing Full Faith Credit Borrowing for Water System Improvements

Patty Nelson, Special Projects Senior Engineer, gave background information and discussed the WIFIA projects, Financing Plan, and request for authorization.

Motion made by Commissioner Marl, Seconded by Commissioner Smith, to adopt Resolution No. 23-16, a Resolution of the City of Oregon City, Oregon Authorizing Full Faith Credit Borrowing for Water System Improvements. The motion carried by the following vote:

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

- 9b. Second Reading of Ordinance No. 23-1007, Designating the Ermatinger House as a Park Under Oregon City Charter Chapter X

Motion made by Commissioner Smith, Seconded by Commissioner Marl, to approve the second reading and final adoption of Ordinance No. 23-1007, designating the Ermatinger House as a park under Oregon City Charter Chapter X. The motion carried by the following vote:

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

10. COMMUNICATIONS

11. City Manager

Tony Konkol, City Manager, discussed possible funding for Oregon City projects through the state legislature.

12. Commissioners

City Commission Regular Meeting - REVISED Minutes**June 21, 2023**

Commissioner Smith attended the Juneteenth celebration, Weddings through the Century, and heritage house events.

13. Mayor

Mayor McGriff reported on the AWWA Conference and Juneteenth event.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 8:08 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 10/04/2023
From: City Recorder Jakob Wiley and Deputy City Attorney Carrie Richter

SUBJECT:

Resolution 23-22, the 6th Amendment to the City Commission Rules of Procedure

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-22, which adopts the 6th amendment to the City Commission's rules of procedure.

EXECUTIVE SUMMARY:

The three primary changes proposed include a handful of minor revisions and clarifications, adding a residency evaluation process, and a restriction on serving on non-profit executive boards that receive funding from the City while serving on the City Commission.

BACKGROUND:

The City Charter Chapter IV, Section 14 provides that the City Commission adopt rules for the governing of its members and proceedings. The City Commission adopted the current Rules of Procedure via Resolution No. 21-09 on February 3, 2021, which was the fifth amendment to these rules. The changes included:

- Allowing executive sessions to be preserved in other than "sound tape";
- Allowing minutes to be archived electronically;
- Removing the requirement to meet at City Hall for regular meetings; and
- Moving the consent agenda earlier in the meeting rather than at the end

Staff has proposed a few revisions to the current rules, including adding existing practices to the rules, inclusion of a residency evaluation process, and a policy related to participation on non-profit executive boards.

Minor Revisions

Several minor revisions have been included in the attached 2023 Rules of Procedure document, which are mainly codifying existing practices for the city's public meetings:

- The Mayor may second a motion, but not make a motion
- Adding decorum requirements to the conduct section to align with citizen comment section
- Providing 5 minutes to recognized representatives of neighborhood associations during citizen comment
- Added threatening behavior as grounds for removal from a public meeting (not discussed at the August 8, 2023 work session)
- Elaborating on the dignity and respectfulness language to add specific types of statements related to staff (not discussed at the August 8, 2023 work session)
- Inclusion of the PC and HRB appointment policy included in Resolution 22-35

Addition of a Residency Evaluation Policy

Recent elections have shown a need to have an objective, consistent residency evaluation process for determining the eligibility of candidates for election. If adopted, this policy would apply to the City Commission as well as other boards and committees per the Rules of Procedure.

The Oregon City Charter, Section 13 states:

Qualifications of Officers.

No person shall be eligible for an elective office of the city unless at the time of his election he is a qualified elector within the meaning of the state constitution and has resided in the city during the twelve months immediately preceding the election. The commission shall be the final judge of the foregoing qualifications and election of its own members.

If adopted, the election residency policy would elaborate on the final sentence in the above citation and formalize the process.

The proposed policy can be summarized as follows:

- New filing forms will be used that require an affidavit of residency and waive some privacy privileges related to submitted evidence of residency
- Filing must occur 7 days prior to the county certification deadline
- Candidates must be registered to vote, or be eligible to vote, in the election
- A “fast track” for potential candidates whose residency appears uncomplicated
- A list of acceptable forms of evidence, including relative weight for each factor
 - Utility bills are given a low relative weight
- Two available paths to City Commission review of candidate eligibility:
 - By request by the City Recorder
 - By request by two members of the City Commission

- A written procedure for decertification of a candidate and the legal effect of decertification

Eligibility Requirements and Memberships on Non-Profit Boards

Carrie Richter, Deputy City Attorney, has prepared a policy with an ethical rule for city commissioners that serve on non-profit boards. The proposed policy can be found in the redlined version of the draft rules of procedure attached to this item.

OPTIONS:

- a. Approve Resolution 23-22 and adopt the proposed revisions to the rules of procedure
- b. Approve Resolution 23-22 with specific amendments
- c. Do not approve Resolution 23-22

6th Amendment to the City Commission Rules of Procedure

Jakob Wiley, City Recorder

Carrie Richter, Deputy City Attorney

Overview of Proposed Changes

- Discussion of the Proposed Election Residency Evaluation Policy
- Conflict of Interest Rules Associated with Non-Profit Boards
- Minor Updates (consistency, etc.)
 - Internal consistency
 - (New) Threatening behavior as grounds to remove a person
 - (New) Elaboration on respectfulness and decorum related to staff
 - (New) Adding the existing HRB and PC appointment policy (Res. No. 22-35)



Review of the City Commission Rules of Procedure and Commission Policies

Proposed Election Residency Policy

- Charter – Eligible for election if a (1) city resident for previous 12 months and (2) “qualified elector” in the city.
- Residency - Two Step Process (expedited review)
 - Step One
 - Adding an Oregon City filing form that includes attestation as to residency
 - Compare addresses in forms, identification, and voter’s registration
 - If everything matches, the person is considered a resident



Review of the City Commission Rules of Procedure and Commission Policies

Proposed Election Residency Policy

- Step Two – if there is inconsistent addresses or the City Recorder obtains information that indicates an inconsistency, weigh the following evidence:
 - Verbal statements (simply saying you are a resident is low weight, statement that you are not a resident is given high weight)
 - Voter's registration address history (moderate weight)
 - Identification addresses (moderate)
 - Tax filings, DMV records, gov't documents (moderate)
 - Mail (no P.O. boxes) (moderate)
 - Not a continuous 12-month record, just "here and there," unless circumstances require it
 - Property records and leases (moderate)
 - Utility billing information (minimal)



Proposed Election Residency Policy

- “Qualified Elector”

- Must be registered to vote on Oregon City at the time of certification, or be able to show they would become eligible to vote in that election
- Requires the address for the voter’s registration to match the one in the filing forms
- City Recorder may request a potential candidate update their voter’s registration prior to certification



Proposed Election Residency Policy

- City Commission Review as Final Judge
 - Prior to certification
 - By request from the City Recorder
 - By request from two City Commissioners
 - After certification
 - City Recorder - if clear and conclusive (the potential candidate says they reside elsewhere or change their voter's registration), the City Recorder may decertify
 - City Commission – if new evidence arises, two City Commissioners may call a special public hearing
- Effect of decertification
 - Still on the ballot
 - Will not receive a certificate of election
 - Not seated
 - Not allowed to take the oath of office



Proposed Election Residency Policy

- General items:
 - Filing must occur at least 7 calendar days prior to the certification deadline
 - Burden on potential candidate to prove residency
 - Clear and convincing evidence (less than beyond a reasonable doubt but more than preponderance of the evidence)
 - City Recorder may provide non-binding conclusions prior to certification date
 - Potential candidate waives any prohibition on public release of submitted evidence
 - City Recorder may request specific types of evidence if necessary



Review of the City Commission Rules of Procedure and Commission Policies

Non-Profit Board Membership - Conflict of Interest

B. To facilitate the exchange of information between the City Commission, its advisory bodies and committees, or non-profit 501c3-recognized organizations who may receive financial assistance from the City, Commissioners are free to serve as liaison to these entities.

Commissioners shall respect the separation between policy making on behalf of the City Commission and advisory bodies, committees or 501c3- recognized organizations by:

- a. Not attempting to lobby or influence on any item under consideration;
- b. Attending meetings of the liaison bodies but should avoid becoming involved in the body's discussions without first explaining their role as the Commission liaison participating on behalf of the City; and
- c. Not voting at the body's meeting on any item.



Review of the City Commission Rules of Procedure and Commission Policies

Minor Changes

- Same ones as proposed during the work session:
 - Mayor can second motions
 - Addition of decorum ground to remove someone from a meeting
 - NAs may speak for 5 minutes for public comment
- New additions since the work session
 - Threatening behavior added to decorum rule above
 - Added section elaborating on dignity and respect expectations related to staff, adding specific types of prohibited statements during public meetings
 - Inclusion of Resolution 22-35's appointment policy for HRB and PC



Review of the City Commission Rules of Procedure and Commission Policies

RESOLUTION NO. 23-22

A RESOLUTION ADOPTING THE SIXTH AMENDMENT TO THE CITY COMMISSION RULES OF PROCEDURE

WHEREAS, the City Commission finds that Chapter IV Section 14 of the Charter of the City of Oregon City provides that the City Commission shall adopt rules for the government of its members and proceedings; and

WHEREAS, the City Commission finds that establishing rules of procedure governing public meetings leads to efficient and effective resolution of City business; and

WHEREAS, the original Rules of Procedure were established by Resolution No. 11-01 on March 16, 2011 and the following amendments since:

- the 1st Amendment approved by Resolution No. 11-24 on November 2, 2011
- the 2nd Amendment approved by Resolution No. 14-16 on July 2, 2014
- the 3rd Amendment approved by Resolution No. 15-11 on April 1, 2015
- the 4th Amendment approved by Resolution No. 19-10 on May 1, 2019;
- the 5th Amendment approved by Resolution No. 21-09 on February 3, 2021; and

WHEREAS, the City Commission discussed the proposed changes during the August 8, 2023 City Commission Work Session; and

WHEREAS, the City Commission desires to further amend the Rules of Procedure.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission approves the changes to the City Commission Rules of Procedure shown as redline edits in Exhibit A and adopts the clean version of the Rules of Procedure as the fifth amendment in Exhibit B.

Section 2. This resolution shall become effective upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 4th day of October 2023.

DENYSE C. MCGRUFF, Mayor

Attested to this 4th day of October 2023:

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Attachments:

Exhibit A – Redlined version of the changes to the Rules of Procedure

Exhibit B – Clean version of the revised Rules of Procedure

THE CITY COMMISSION RULES OF PROCEDURE

Section 1 Authority and Purpose

The Charter of the City of Oregon City provides that the City Commission ("Commission") shall adopt rules for the government of its members and proceedings. The following rules of procedure shall be in effect upon adoption by the Commission and until such time as they are amended, or new rules are adopted. For purposes of these rules, the Mayor is included in the term "Commissioner," unless the context requires otherwise. The rules are designed to apply to all City boards, committees, and commissions where appropriate.

Section II General Rules

A. Meetings to be Public: The deliberations and proceedings of the Commission shall be open to the public in accord with ORS 192 and any other applicable public meetings laws.

B. Quorum: Three members of the Commission shall constitute a quorum to conduct the City's official business at regular and special meetings. The concurrence of a majority of the members of the Commission present at a Commission meeting shall be necessary to decide any question before the Commission.

C. Attendance:

1. Commissioners are expected to attend all Commission work sessions and regular meetings; however, when it is necessary for a Commissioner to be absent from any meeting of the Commission, Commissioners are expected, as a matter of courtesy, to notify either the Mayor or the City Manager of their planned absence. Commissioners not present at a meeting will be noted as absent in the meeting minutes.

2. A Commissioner who is unavailable in person may participate in work sessions and regular meetings by conference call or other electronic means. If such participation occurs, the Commissioner shall be considered in attendance and not absent.

D. Compelling Attendance: When a quorum is not present at the time set for a meeting or when a quorum has been present and a meeting has commenced, but a quorum is no longer present, the remaining Commissioners may compel attendance of the absent Commissioners in accordance with Section 15 of the City Charter.

E. Minutes of Meetings:

1. Except as provided in paragraph 2 below, the Commission shall provide for the taking of written minutes of all its meetings. Neither a full transcript nor a recording of the meeting is required, except as otherwise provided by law but the written minutes must give a true reflection of the matters discussed at the meeting and the views of the participants. All minutes shall be available to the public within a reasonable time after the meeting and shall include at least the following information:

a. All members of the Commission present;

- b. All motions, proposals, resolutions, orders, ordinances, and measures proposed and their disposition;
 - c. The results of all votes and the vote of each member by name; and
 - d. A reference to any document discussed at the meeting.
2. Minutes of executive sessions shall be kept in accordance with the above four (4) points. Instead of written minutes, a record of any executive session may be kept in an audio format or other suitable recording which need not be transcribed unless otherwise provided by law.
3. The City Recorder or designee shall have the responsibility for preparing minutes, for correcting minutes to reflect Commission amendments, for retaining minutes, and for furnishing copies of the minutes to persons desiring a copy.
4. Minutes shall be prepared with sufficient detail to meet their required use. Specifically, the following requirements shall be met:
- a. Recordings shall be made at each meeting. Equipment malfunction shall not be a reason to postpone the meeting and shall not negate the validity of the written minutes. The City Recorder or designee may temporarily interrupt the Commission proceedings in the event of equipment malfunction or other case of short-term loss of recording.
 - b. If a verbal staff report is a summary of an agenda report, it may be so referenced in the minutes.
 - c. Names and, if furnished, city of residence of persons testifying shall be included in the minutes.
 - d. If a citizen's verbal testimony is a full summary of a written letter or other submission, it may be so referenced in the minutes.
 - e. All exhibits submitted, received and not excluded by the Commission during hearings and all other documents submitted shall be noted in the minutes.
 - f. Except for delay beyond the control of the City Recorder, or in the event of extraordinarily lengthy meetings, the minutes shall be prepared in final form by the next regular Commission meeting.
 - g. Minutes are public records upon composition; however, if distributed to the public before Commission approval, in any form other than as part of the Commission meeting information, "DRAFT" shall be noted on each reproduced page.
5. After being prepared in final form by the City Recorder or designee, the minutes shall be submitted to the Commission as quickly as feasible for approval by motion duly made and seconded, and approved by a majority of a quorum present. Approval of the minutes of any meeting may be undertaken individually or in conjunction with other

business items as part of approval of a motion in a consent agenda item. Members of the Commission may vote on approval of minutes whether or not they were present at the meeting.

6. The Commission may amend the minutes to reflect more accurately what transpired at a meeting. An individual Commissioner may call for additions or corrections to the minutes and unless there is disagreement from other Commissioners, the motion to approve the minutes shall include the minutes as amended. If the Commission questions the minutes or is unsure they accurately reflect what transpired during a meeting, the Commission may postpone approval of the minutes until recordings of the portion of the meeting in question can be consulted. The Commission shall be the final authority as to the amendment of the minutes.

7. When approved, the minutes shall be kept on file permanently in the City Recorder's office. Sound recordings of Commission meetings shall be retained for a minimum of twelve months, subject to the Commission ordering retention for a longer time.

8. Both written minutes and recordings shall be available for public inspection and copying during office hours. A listening device shall be available to the public for use on City premises. The City Recorder may implement additional reasonable rules and procedures to assure the preservation and orderly public review of such recordings.

F. Right of Commissioner to be Heard: Any Commissioner desiring to be heard shall be recognized by the presiding officer, but shall confine his or her remarks to the subject under consideration.

G. Addressing Staff: Commissioners at Commission meetings shall address questions through the staff person presenting the agenda item or the City Manager. All other requests for items not on the agenda must go through the City Manager.

H. Rules of Order: "Robert's Rules of Order" shall govern in all situations not specifically covered by these rules or the City Charter. The Commission has previously adopted Robert's Rules of Order. In the event of a conflict between these rules and Robert's Rules of Order, these rules shall prevail. The City Attorney shall be the parliamentarian for the Commission.

Section III – Types of Meetings

A. Regular Meetings: Regular City Commission meetings shall be held at 7:00 p.m. on the first and third Wednesdays of each month in the City Commission Chambers or as designated on the posted agenda. All regular meetings will be adjourned no later than 10:00 p.m., unless extending until no later than 11:00 p.m. is agreed upon by the majority of Commissioners present at that meeting. When a City Commission meeting falls on a legal or national holiday, the meeting shall be held the following day or on a date fixed by the Commission for that meeting.

B. Special Meetings: The Mayor may call a special meeting of the Commission. A special meeting may also be held at the request of three members of the Commission. Special meetings of the Commission may also be held at any time by the common consent of all the members of the Commission. A special meeting shall be subject to the same rules applicable for regular Commission meetings. An emergency meeting may be called by the Mayor or three

members of the Commission for a time not earlier than three or later than 48 hours after notice is given. The call for an emergency meeting shall specify the day, the hour, and the location of the meeting and shall list the subject or subjects to be considered.

C. Work Sessions: Work sessions are typically held at 6:00 p.m. on the Tuesday between the first and third Wednesdays of each month. No formal votes may be taken on work session items, although Commissioners may be polled in order to give direction to the City Manager on topics under discussion at a work session. The Commission may allow comments from the public at work sessions which will provide additional factual information, expertise or a professional opinion that will inform and educate the Commission about the work session topic. The agenda for the work session shall be prepared by the City Manager based on any of the following:

1. All items directed by the consensus of the Commission shall be listed on the agenda.
2. All items deemed appropriate by the City Manager as specified in the City Charter.
3. Business from the Commission pertaining to committee reports and other Commission business.

D. Executive Sessions: Executive sessions are governed by ORS 192.660 and are closed to the public, except that representatives of the news media (pre-approved media includes The Oregonian, OC News, and Canby Current) shall be allowed to attend most sessions. City Commissioners and staff in attendance shall not disclose to any person the content of any discussion that takes place in an executive session. The Commission may require all in attendance not to disclose executive discussions and may adopt appropriate sanctions for breach of such requirement. Executive sessions are typically held prior to or at the end of a regular or special meeting. No executive session may be held for the purpose of taking a final action or making a final decision, although the Commission may reach a consensus in executive session. Decisions must be taken by formal vote in open session to allow the public to know the result of the discussions in executive session.

E. Retreat: The Commission shall hold a retreat in January of each odd-numbered year for the purpose of setting Commission goals and priorities. City department heads may give an annual department update, addressing current and future projects for the department. Commission retreats shall be held within City limits and are subject to the open meeting and public records laws of Oregon.

Section IV – Presiding Officer and Duties

A. Presiding Officer: The Mayor shall preside over the City Commission's deliberations. The Mayor shall have a vote on all questions before the Commission; shall have authority to preserve order, enforce the rules of the Commission, and determine the order of business under the rules of the Commission. In the absence of the Mayor, the Commission President shall perform the Mayor's duties. In the absence of the Mayor from the city or the inability of the Mayor to act, the President of the Commission shall have and exercise the power to perform all duties of the Mayor. In the absence of the Mayor and the President, if a quorum of the Commission be present, the senior member of the Commission shall preside over the meeting as President Pro-Tem. If there is no one senior member of the Commission, Commissioners shall choose, by vote, a President Pro-Tem to preside at that meeting.

~~BB.~~ Motions: The Presiding Officer may not make a motion on any given item, but may second a motion on an item.

C. Call to Order: The meetings of the Commission shall be called to order and conducted by the Presiding Officer.

CD. Preservation of Order: Effective governance requires that Commissioners, staff, and members of the public treat one another with dignity and respect at all times. The presiding officer shall preserve order and decorum, discourage attacks on personalities or the impugning of Commissioners' and citizens' motives, and confine Commissioner debate to the question under discussion. Persons in attendance at the meeting who become disorderly, abusive or disruptive may be removed from the meeting. The presiding officer may summon the assistance of the police or other administrative staff to assist in maintaining order, and if an arrest of a person(s) is deemed necessary to restore or maintain order, the presiding officer may sign a complaint on behalf of the City.

Statements by the public, other staff, or City Commissioners regarding a city staff's job-related performance, including qualifications, bias, honesty, integrity, or trustworthiness, shall not be expressed during a public meeting and may be privately communicated to the City Manager or the Human Resources Director after the meeting. The tone of any discussion during a public meeting shall always remain respectful and professional.

Commissioners, staff, and the public must first be recognized by the presiding officer before speaking. Any of the following shall be sufficient cause for the presiding officer or Sergeant-at-Arms to remove any person from the meeting or facility, at the direction of the presiding officer, for the duration of the meeting:

1. The use of unreasonably loud, disruptive or profane language.
2. The making of loud or disruptive noise.
3. Engaging in violent or distracting action.
4. The willful damage of furnishings or of the interior of the City Commission Chamber or meeting facility.
5. The refusal to obey any of the rules of conduct provided within this Section, including the limitations on occupancy and seating capacity.
6. The refusal to obey an order of the presiding officer or an order issued by any Commissioner which has been approved by a majority of the Commissioners present.
7. Any conduct that substantially obstructs the work or the conduct of business of the Commission.
8. Breach the decorum of the meeting, including disruptive behavior, personal attacks, insults, defamatory or slanderous statements, or dangerous or threatening behavior such that a reasonable person, exposed to or experiencing such behavior, could believe that the person was in imminent danger of physical or mental harm from the behavior.

Before the presiding officer directs removal of any person from the meeting facility for conduct described here, that person shall be given a warning by the presiding officer to cease the objectionable conduct.

If a meeting is disrupted by members of the audience, the presiding officer or a majority of the Commissioners present may order that the City Commission Chamber or facility be cleared.

~~DE.~~ Points of Order: The presiding officer with the advice of the City Attorney shall determine all procedures, subject to the right of any Commissioner to appeal to the Commission. If any appeal is taken, the question shall be, "Shall the action proposed by the presiding officer be sustained?"

~~EF.~~ Question to be Stated: The presiding officer shall ensure that all questions submitted for a vote are clearly articulated for the record and shall announce the result.

~~FG.~~ Substitution for Presiding Officer: The presiding officer may call upon the President of the Commission, or if absent, any other Commissioner, to preside temporarily over the meeting. Any such substitution shall not continue beyond adjournment.

Section V – Agenda and Order of Business

A. Agenda: The City Commission agenda is the official order of business at City Commission meetings. The agenda shall be a listing of subject topics to be considered by the Commission at any meeting. Items are placed on the agenda by consensus of the majority of the Commission or recommended by the City Manager. The agenda shall be delivered to Commissioners as provided in Section D(1) below, unless a special or emergency meeting is duly called, in which case delivery shall be prompt, in accordance with the circumstances.

Each agenda item typically includes a report to the Commission with background information, staff recommendations, budget impacts, and other pertinent information necessary to make a decision. There are times when reports are made orally at the City Commission meetings, and there will be no supporting materials in the packet. The City Manager shall be responsible for approving the staff recommendation on each agenda item. Commissioners are encouraged to contact the City Manager before arriving for the meeting if they have questions about an agenda item.

B. Consent Agenda: The consent agenda contains routine items that are generally not controversial and do not require further discussion. The group of items may be approved with one motion and one roll call vote. Items may include approval of the minutes, routine resolutions, easements, deeds, agreements, contracts, and other miscellaneous items. Any item or items may be removed for separate consideration at the request of any Commissioner or member of the public.

C. Order of Business: The general rule as to the order of business in regular meetings shall be as follows:

1. Call to Order – The Mayor calls the meeting to order and roll call is taken.
2. Flag Salute.

3. Ceremonies and Proclamations.

4. Citizen Comments – This section allows members of the public to speak for three minutes near the beginning of each regular Commission meeting on any matter of interest that is not on the agenda. Representatives of recognized neighborhood associations that communicate that they are speaking as a neighborhood representative may speak for five minutes during the citizen comment section. The comment time may be adjusted by Commission consensus. Verbally abusive or disruptive behavior ~~or~~, defamatory statements, and slanderous comments are not allowed.

The City Commission does not generally engage in dialog with those making comments, but may ask clarifying questions with the Presiding Officer's permission or refer the issue to the City Manager for evaluation. The City Commission requests that complaints be initially addressed at the department level prior to the citizen addressing the City Commission.

Only those citizens who have completed a comment form and delivered it to the City Recorder will be called to speak. When called upon, speakers shall state their name and city of residence for the record. The City Recorder shall receive any written comments or other materials submitted to the Commission. If a speaker wishes to give an electronic presentation, the presentation must be delivered to City staff, preferably via electronic mail, 48 hours prior to the meeting. The citizen's external electronic data device will not be permitted to be used on City equipment for security purposes.

5. Presentations

6. Adoption of the Agenda – This section permits time to make additions, deletions, or changes to the current agenda, including removing an item from the consent agenda.

7. Consent Agenda – All items listed under the consent agenda are considered routine and non-controversial and will be enacted by one motion. There will be no separate discussion on these items, unless an item has been removed from the consent agenda under Adoption of the Agenda.

8. Public Hearings.

9. General Business – New items for consideration. General business also includes first and second readings of ordinances and some resolutions.

Ordinances for Introduction (First reading) – An ordinance is an act of law of the City of Oregon City or through an initiative ordinance enacted by the citizens of Oregon City through the election process. The ordinance for introduction to the City Commission, commonly called the “first reading,” is considered by the Commission and if passed, is generally moved forward to the next Commission meeting for the second reading. The Commission can decide what will constitute the first reading – whether to have the entire ordinance read into the record, or only the title of the ordinance read into the record.

Final Ordinances (Second reading) – If approved at the second reading, the ordinance is passed and becomes effective 30 days following the second reading, unless an

emergency is declared, in which case the Commission may choose a different time for the ordinance to become effective, including being effective immediately.

Resolutions – Resolutions may be required to authorize expenditure of City funds beyond authorized amounts, establish new funds, authorize certain contractual arrangements on behalf of the City, call for an election, to amend or rescind an existing resolution, and a number of other municipal actions. Unlike an ordinance, a resolution is usually effective immediately and does not require a second reading or a waiting period to become effective. A resolution should be reserved for the acts of the City Commission which require a formal written record that the action has been taken, but do not necessarily require the adoption of an ordinance or law.

10. Communications –

- a. The City Manager presents his/her report at this point in the meeting.
- b. Mayor's report and appointments by the Mayor of citizens to Boards or Commissions.
- c. Reports by Commissioners of their activities in the community.

11. Adjournment

D. Agenda Packets

1. The City Recorder or designee is responsible for compiling the agenda and supporting materials for the City Commission meetings. The City Recorder or designee shall create the agenda packet and transmit electronically to each member of the City Commission and staff the Friday before each regular Commission meeting and before each special meeting as feasible. Hard copies are available to the Commission upon request. The packet shall also be electronically posted to the City's Website at www.orcity.org.

2. Agendas for all City Commission meetings shall be posted on the notice board in the lobby of City Hall, at the Oregon City Library, at the Pioneer Community Center, and on the City's Website at www.orcity.org. The agendas are also sent electronically to local news media and other interested citizens.

Section VI – Commission Involvement with Committees and Non-Profit Organizations

- A. ~~A.~~ The Commission may create committees to assist in the conduct of its Charter duties with such assignments as the Commission may specify. These committees do not include staff (or hired consultant) created and terminated project advisory committees. The Mayor shall appoint, at his or her sole discretion, members to such committees to serve until the special purpose for which the committee was created has been accomplished or when the committee is abolished by the Commission. Unless otherwise provided by ordinance, all committees so created shall be advisory to the Commission and all committees shall conduct their meetings in accordance with the Public Meetings Law.

- B. To facilitate the exchange of information between the City Commission, its advisory bodies and committees, or non-profit 501c3-recognized organizations who may receive financial assistance from the City, Commissioners are free to serve as liaison

to these entities. Commissioners shall respect the separation between policy making on behalf of the City Commission and advisory bodies, committees or 501c3-recognized organizations by:

- a. Not attempting to lobby or influence on any item under consideration;
- b. Attending meetings of the liaison bodies but should avoid becoming involved in the body's discussions without first explaining their role as the Commission liaison participating on behalf of the City; and
- c. Not voting at the body's meeting on any item.

Section VII – Mayoral and City Commission Election Eligibility Requirements

- A. Section VII of these rules elaborates on how candidate qualifications shall be considered by the City Recorder and the City Commission under Oregon City Charter, Chapter II, Section 13. The City Commission delegates to the City Recorder the authority to make final determinations and certifications as to potential candidates' eligibility for election, unless a City Commission review is conducted, as described in Section VII(I) of these rules.
- B. The City Recorder shall certify potential candidates for election to the City Commission pursuant to the Charter, Chapter II, Section 13, by requiring: (1) the submittal of required form(s) without evidence of falsification or error, (2) evidence of residency as determined by the City Recorder, and (3) proof of "qualified elector" status at the time of certification. These criteria are further elaborated in Section VII(E), Section VII(F), and Section VII(G) of these rules respectively.
- C. The City Recorder shall not allow political or other biases to influence the weighing of evidence or final certification. The City Recorder may consult with the City Attorney as needed in the certification process.
- D. The burden is on the potential candidate to prove and provide evidence of their eligibility for election by providing clear and convincing evidence. This subsection does not restrict the City Recorder from obtaining evidence not provided by the potential candidate, including voter's registration information.
- E. Required Forms
 - a. Required Forms. A potential candidate shall submit any state-mandated election forms and any additional Oregon City form(s). Oregon City form(s) shall include a statement attesting to residency within the city during the twelve months immediately preceding the election and a waiver for public release of any records submitted as part of the filing. Failure to completely and truthfully complete the required forms shall be grounds for denial of certification.
 - b. Post Office Boxes. A post office box may not be listed as the residential address in the forms, but may be listed as a mailing address.

- c. Deadline to File. Potential candidates must submit to the City Recorder or their designee any required forms no later than 4:30 PM at least 7 calendar days prior to the date required for the City Recorder to provide the certified candidates to the Clackamas County Elections Office. If this date occurs on a weekend or holiday, the deadline shall be the last business day prior to the weekend or holiday. In extraordinary circumstances, the City Recorder may provide a reasonable extension of time to file the Required Forms.

F. Residency

- a. The City Recorder may determine that a potential candidate is a resident using a two-step process. Step One is intended to expedite the filing process when there is no countervailing evidence of non-residency. Step Two is intended to allow a candidate to elaborate and provide further evidence of Oregon City residency if there is a substantial question as to the potential candidate's residency.
- b. Step One. The City Recorder may determine that a potential candidate is an Oregon City resident if the potential candidate provides only the following, and if so, no further evidence would typically be required:
- i. the potential candidate completes the required state-issued and Oregon City forms listing a residential address within the Oregon City city limits;
 - ii. the potential candidate provides a government issued photo identification listing the same Oregon City address and the issuance date is more than 12 months prior to the election; and
 - iii. the potential candidate's voter's registration is associated with the same address at the time of certification and the date of registration is more than 12 months prior to the election.
- c. Step Two. If there is a discrepancy in the addresses provided by the potential candidate in Section VII(F)(b) or the City Recorder becomes aware of any inconsistencies in residency from any source, the City Recorder may consider, but is not limited to considering, the following factors to determine a potential candidate's residency. The City Recorder shall use the relative weights for each factor which are listed in parenthesis along with each factor.
- i. Verbal and written statements by the potential candidate as to non-residency (most weight, a potential candidate must not explicitly state they have not resided in Oregon City for the required amount of time. However, mere statements that a potential candidate is a resident without supporting additional evidence are not considered);
 - ii. Voter's registration history (moderate weight, because this factor does not directly correspond temporally with a change in residency, e.g., it is common for new residents to wait to update their voter's registration until just prior to an election);
 - iii. The issuance date and address for officially recognized forms of identification, including driver's license, state-issued identification card,

United States passport (moderate weight, due to common discrepancies between identification addresses and current residency);

iv. Tax filings, Department of Motor Vehicle Records, and other official government records (moderate weight, because the official status of these documents is mitigated by common errors, mistakes, and complexity);

v. Mail listing the person's name and the address listed in the Required Forms. Potential candidates need not provide a continuous 12 months, including a piece of mail from each month, unless circumstances justify such a request. Mail to a post office box will not be considered (moderate weight, because a mailing address does not necessarily require residency);

vi. Property records or residential leases (moderate); or

vii. Utility billing account information, regardless of whether the account is an Oregon City account or from another agency (minimal weight, due to the frequency with which account information does not directly correspond to residency).

G. Qualified Elector

a. Each potential candidate shall be a registered voter in Oregon City prior to certification of their eligibility to be a candidate for City Commissioner, or show, by clear and convincing evidence, that they will become eligible to vote in Oregon City at the time of the election.

b. The City Recorder may request a candidate update their voter's registration after review of the required forms and consultation with the Clackamas County Elections Office. Any update must occur prior to the deadline to submit the certified candidates to the Clackamas County Elections Office.

c. The City Recorder shall not certify a candidate unless they are a registered voter in Oregon City and the address associated with the voter's registration matches the address listed in the Required Forms described in Section VII(E)(a) above.

H. The City Recorder may request that a potential candidate provide specific types of evidence of eligibility, including evidence from other agencies. The potential candidate waives any exemption under Oregon law prohibiting the release of the documents to the public. Failure to provide requested documentation may be considered in determining the eligibility of a candidate for certification.

I. Review by City Commission as Final Judge

a. If the City Recorder is unable to confirm candidate residency using Steps One or Two above, the City Recorder may request review by the City Commission. Further, (1) the Mayor and one City Commissioner or (2) two City Commissioners

may request review of a candidate's eligibility for election in the same manner as to call a special meeting, described under Section III(B) of these rules.

- b. If review is requested by the City Recorder or the City Commission, the City Commission shall hold a public hearing at the next available meeting or hold a special meeting to evaluate the potential candidate's residency. The City Commission's review is de novo and may reweigh the evidence independently from the factors described under Section VII(F) of these rules.
- c. The potential candidate may provide verbal testimony at the public hearing limited to 10 minutes. Members of the public may provide verbal testimony limited to 3 minutes at the public hearing.

J. Decertification by City Commission

- a. If the City Recorder becomes aware of evidence that a candidate may not be eligible for election after the certification date, the City Recorder will provide this information to the City Commission. At the request of (1) the Mayor and one City Commissioner or (2) two City Commissioners, a public hearing shall be called to review the eligibility for election of the candidate, as described in Section VII(I) of these rules.

K. Decertification by City Recorder

- a. In the event that the City Recorder becomes aware of evidence that clearly and conclusively shows that a candidate is not eligible for election after the certification date, the City Recorder shall notify the candidate that they have been decertified. (An example would be if a candidate clearly moves away from Oregon City and is not a resident at the time of his/her election.)

L. Effect of Decertification

- a. If a candidate is decertified, the candidate may still appear on the ballot but will not receive a certificate of election, not be seated, nor allowed to take the oath of office regardless of the outcome of the election.

- M. A written decision by the City Recorder shall be considered final. The City Recorder may provide a verbal or written tentative decision prior to that date, but a tentative decision shall not be considered binding.

Section VIII – Reconsideration of Actions Taken

A. Unless specifically governed by other provisions of the Codes, ordinances, or other regulations of the City, any Commissioner who voted with the majority may move for reconsideration of an action at the same or the next following regular meeting of the Commission. No additional testimony or evidence from the public shall be taken as part of reconsideration unless the record is re-opened and notice provided. Once a matter has been reconsidered, no motion for further reconsideration shall be made without unanimous consent of the Commissioners present at the meeting.

Section ~~VIII~~X – Use of Electronic Devices

A. It is the policy of the Commission, in keeping with the intent of the state's open meetings law, that the use of electronic communications devices during Commission meetings be limited and shall otherwise comply with rules and laws applicable to proceedings before the Commission. Use of such devices is generally permitted only at work sessions so long as the source and the content of the information is disclosed to the public and access to the information remains courteous to guests and meeting attendees.

Any electronic communication regarding a quasi-judicial matter to be considered by the Commission is an ex parte contact, and shall be disclosed, as required by law.

This rule does not prohibit the use of the City provided interactive computers on the dais for viewing the Commission meeting agenda and agenda packet. This rule does not limit the use of electronic communications devices outside of public meetings. However, all electronic communications sent and received by Commissioners must comply with the rules and laws applicable to public records.

B. Definitions

1. As used in this section, "electronic communications devices" means laptop computers, tablets, cell phones, or other similar devices capable of transmitting or receiving messages electronically.
2. As used in this section, "electronic communications" means e-mail, text messages, or other forms of communications transmitted or received by technological means.

Section ~~IX~~X – Conduct of Quasi-Judicial Land Use Hearings

A. Nature and General Conduct of Hearing

1. The Commission, when conducting an administrative, quasi-judicial land use hearing shall provide notice of the hearing to all persons entitled to notice under the codes of the City and state law. In conducting the hearing, the Commission shall provide to all entitled persons an opportunity to be heard, to present and rebut evidence to an impartial tribunal, to have the proceedings recorded, and to have a decision based on substantial evidence consistent with state law and the Oregon City Municipal Code.
2. Each person wishing to testify shall complete a comment card and provide it to the City Recorder. Speakers will proceed in the order in which their card is received. The information requested on the comment card allows the City to provide appropriate follow-up information, including notice of any decision, to persons who participate in the hearing.
3. No person offering testimony shall speak more than once without obtaining permission from the presiding officer.
4. No person shall testify without first receiving recognition from the presiding officer and stating his or her name and city of residence for the record.

5. There shall be no audience demonstrations, such as applause, cheering, display of signs or other conduct disruptive to the hearing.
6. The presiding officer, Commissioners, City Manager, City Attorney, and with the approval of the presiding officer, any other officer or employee of the City may question and cross examine any person who testifies.
7. Any person entitled to participate in a hearing may also submit written testimony in addition to or in lieu of speaking before the Commission.
8. Any person unable to attend and participate in the public hearing may submit written testimony by the noticed deadline.
9. If a speaker wishes to give an electronic presentation, the presentation must be delivered to City staff, preferably via e-mail, 48 hours prior to the meeting. The citizen's external electronic data device will not be permitted to be used on City equipment for security purposes.
10. Timetable for Staff Reports, Testimony, Rebuttal:

Public Hearing Process for Land Use Items:

Staff Report:

- 15 minutes for Staff report

Public Testimony:

- 15 minutes for applicant
- 5 minutes for representatives of a recognized Oregon City neighborhood association, government agency, or other incorporated public interest organization from Oregon City
- 3 minutes for any individual
- 5 minutes for applicant's rebuttal

Questions of Staff

Commission Deliberation / Motion

Public Hearing Process for Appeal Items:

Staff Report

- 15 minutes for Staff report

Public Testimony:

- 10 minutes for appellant
- 10 minutes for applicant
- 5 minutes for representatives of a recognized Oregon City neighborhood association, government agency, or other incorporated public interest organization from Oregon City
- 3 minutes for individuals
- 5 minutes for applicant's rebuttal

Questions of Staff

Commission Deliberation / Motion

B. Challenge and Disqualification of Commissioner(s)

1. With respect to any quasi-judicial action before the Commission, any proponent or opponent of a matter to be heard by the Commission may challenge the qualification of any Commissioner to participate in such hearing and decision. Such challenge must

state facts relating to the Commissioner's bias, prejudice, conflict of interest or other facts from which the party has concluded that the Commissioner is unable to participate and make a decision in an impartial manner.

- a. Such challenge must be made prior to the commencement of the public hearing.
- b. Such challenge shall be incorporated into the record of the hearing.

2. No Commissioner shall participate in discussion or vote on a quasi-judicial matter when:

- a. any of the following has a direct or substantial financial interest in the proposal: the Commissioner or his/her spouse, brother, sister, child, parent, father-in-law, mother-in-law, any business in which the Commissioner is then serving or has served within the previous two years, or any business which the Commissioner is negotiating for or has an arrangement or understanding concerning prospective partnership or employment;
- b. the Commissioner has a direct personal interest in the proposal; or
- c. for any other reason, the Commissioner determines that he or she cannot participate in the hearing and decision in an impartial manner.

3. No other officer or employee of the City who has a financial or other private interest shall participate in discussion with or give official opinion to the Commission on the matter without first declaring for the record the nature and extent of such interest, as required by Oregon law.

4. The general public has a right to have Commissioners free from pre-hearing or ex parte contacts on quasi-judicial matters heard by them. It is recognized that a countervailing public right is free access to public officials on any matter. Therefore, Commissioners shall reveal any pre-hearing or ex parte contacts with regard to any matter at any commencement of the public hearing on the matter. If such contacts have impaired the Commissioner's impartiality or ability to vote on the matter, the Commissioner shall so state and shall abstain from consideration of the matter.

5. Notwithstanding any provision of this or any other rule:

- a. an abstaining or disqualified Commissioner may be counted for purposes of forming a quorum;
- b. a Commissioner may represent himself or herself, a client or any other member of the public at a hearing provided that the Commissioner:
 1. abstains from the vote on the matter;
 2. removes himself or herself from the Commission area and joins the audience; and
 3. makes full disclosure of his/her status and position at the time of addressing the Commission.

C. Presiding Officer:

1. The presiding officer shall have the authority to:
 - a. regulate the course and decorum of the hearing
 - b. dispose of procedural requests or similar matters;
 - c. rule on admissibility of exhibits and other documents into evidence, offers of proof and relevance of evidence testimony;
 - d. impose reasonable limitation on the number of witnesses heard and set reasonable time limits for oral presentations, questions of various parties and rebuttal testimony; and
 - e. take other such action authorized by the Commission appropriate for conduct commensurate with the nature of the hearing.

D. Order of Procedure:

The presiding officer, in conduct of the hearing shall:

1. Commence the Hearing: Announce the nature and purpose of the hearing and summarize the rules for the conduct of the hearing.
2. In quasi-judicial matters, call for Ex Parte Contacts, Conflicts of Interest or Bias:
 - a. Inquire of the Commission whether any member wishes to abstain from participation in the hearing. Any Commissioner then announcing a decision to abstain shall identify the reason for abstaining and shall not participate in discussion of the matter or vote on the matter.
 - b. Allow any Commissioner whose participation has been challenged by an allegation of bias, prejudice, personal interest, or partiality or who has been subject to significant ex parte or pre-hearing contact with proponents or opponents to make a statement in response thereto or in explanation thereof, as part of his or her decision to participate in the hearing. This statement shall not be subject to cross-examination, except upon consent of the Commissioner, but shall be subject to rebuttal by the proponent or opponent as appropriate.
3. Objections to Jurisdiction: Inquire of the audience whether there are any objections to the jurisdiction of the Commission to hear the matter and, if such objections are received, conduct such further inquiry as necessary to determine the question. The presiding officer shall terminate the hearing if the inquiry results in substantial evidence that the Commission lack jurisdiction or the procedural requirements of the ordinance were not met. Any matter thus terminated shall, if the defect can be remedied, be rescheduled by the Commission.

4. Staff Report and Recommendations: Call upon the City Manager or other City staff to provide that the nature of the matter be summarized, that any graphic or pictorial displays which are part of the record be explained, that the staff report, findings and decision of the Planning Commission or other appropriate board or agency be summarized, and provide other such information as may be requested by the Commission.
5. Applicant and Public Testimony: All testimony and evidence submitted, orally or in writing, must be directed toward the applicable approval criteria. If any person believes that other criteria apply in addition to those addressed in the staff report, those criteria must be listed and discussed on the record. The meeting chairperson may reasonably limit oral presentations in length or content depending upon time constraints. Any party may submit written materials of any length while the public record is open.
6. Applicant's Case: The applicant shall be heard first, followed by persons in favor of the proposal. If the hearing is an appeal, the applicant shall still be heard first.
7. Testimony in favor of the application. Allow supporters to be heard.
8. Testimony in opposition to the application. Allow opponents to be heard.
9. Public Agencies: Allow representatives of any city, state, regional authority, or municipal or quasi-municipal corporation existing pursuant to law to testify.
10. Rebuttal Testimony: Allow the applicant to offer rebuttal testimony.
11. Written Communications: Facilitate distribution of written communications addressing a matter before the Commission prior to the commencement of the hearing to be considered for receiving into evidence.
12. Continuance or Close of Hearing and Deliberation by City Commission: The Commission shall either make its decision and state its findings, which may incorporate findings proposed by the proponent, opponents, the staff, or the Planning Commission, continue the public hearing with the public record open or close the public hearing and continue for deliberations. If the decision is continued for further public testimony or deliberations to a subsequent meeting, the time and place of the subsequent meeting must then be announced. Prior to deliberation on the matter, the Commission shall conclude the hearing. If the subsequent meeting shall be for the purpose of continued deliberation, or to consider proposed findings, additional public testimony shall not be allowed, except upon decision of the Commission. If additional testimony is to be accepted after the close of the public hearing, the public hearing must be reopened, and is subject to public notice requirements.

E. Record of Proceedings:

1. The City Recorder, or designee, shall prepare a record of proceedings in the manner prescribed for all City Commission meetings.
2. The City Staff, where practicable, shall receive all physical and documentary evidence presented which shall be marked to show the identity of the person offering the

evidence and whether it was presented on behalf of a proponent or opponent. Unless evidence is capable of being offered and incorporated into the record, it shall not be received. In those cases, the person offering testimony must provide the City Staff with a copy of PowerPoint presentations, oversized exhibits, etc. If the testimony and documentary evidence is not physically conveyed to the City Staff, those documents shall not be deemed part of the record. All exhibits received into evidence shall be retained by the Commission until any applicable appeal period has expired, at which time the exhibits may be released upon written request to the person identified thereon.

Section XI – Appointment of Members of the Planning Commission and Historic Review Board

A. Deadline for Applications

The deadline to submit an application for appointment to the Planning Commission (PC) or Historic Review Board (HRB) shall be the third Friday in November each year for the terms starting in the beginning of the next year.

B. Interviews for Applicants

Interviews for the applicants shall be scheduled during a City Commission meeting (or meetings) held in December each year.

C. Selection of Appointees

The City Commission shall vote to appoint applicants to their respective positions during the first meeting of the City Commission each year.

D. Oath of Office

The oath of office ceremonies shall be held before the respective body (HRB or PC). The Mayor or chair of the PC or HRB shall officiate the oath of office for appointed HRB and PC members at the first meeting of the HRB or PC each year, as appropriate.

E. Filling Out-of-Cycle Vacancies

An out-of-cycle vacancy occurs when a vacancy is created for any reason on or before October 1 each year. In the event of an out-of-cycle vacancy in the PC or HRB, the City Recorder or designee shall determine an appropriate deadline to receive applications of between 30 and 40 business days after the vacancy is created and advertise the vacancy. The City Commission shall conduct interviews and appoint a new member to fill the vacancy as soon as practicable.

F. End of Year Vacancies

In the event a vacancy is created after October 1 of each year, Section 5 of this policy does not apply, and the vacancy shall be filled in the normal cycle along with the other terms that are ending at the end of the year.

Section XXII – Amendments and Additions to Operating Procedures and Policies

A. Unless otherwise superseded by law, any part of these operating procedures and policies may be temporarily suspended by a two-thirds vote of those members of the Commission present and voting.

B. These operating procedures and policies may be permanently amended at any meeting at which prior notice of the proposed change is provided to each member of the Commission. A majority vote of those members of the Commission present and voting is needed to effect an amendment or an addition to these operating procedures and policies.

Approved and adopted by the City Commission March 16, 2011.

Amendments since:

- the 1st Amendment approved by Resolution No. 11-24 on November 2, 2011
- the 2nd Amendment approved by Resolution No. 14-16 on July 2, 2014
- the 3rd Amendment approved by Resolution No. 15-11 on April 1, 2015
- the 4th Amendment approved by Resolution No. 19-11 on May 1, 2019
- the 5th Amendment approved by Resolution No. 21-09 on February 3, 2021
- the 6th Amendment approved by Resolution No. 23-22## on October 4, 2023[DATE]

THE CITY COMMISSION RULES OF PROCEDURE

Section 1 Authority and Purpose

The Charter of the City of Oregon City provides that the City Commission ("Commission") shall adopt rules for the government of its members and proceedings. The following rules of procedure shall be in effect upon adoption by the Commission and until such time as they are amended, or new rules are adopted. For purposes of these rules, the Mayor is included in the term "Commissioner," unless the context requires otherwise. The rules are designed to apply to all City boards, committees, and commissions where appropriate.

Section II General Rules

- A. **Meetings to be Public:** The deliberations and proceedings of the Commission shall be open to the public in accord with ORS 192 and any other applicable public meetings laws.
- B. **Quorum:** Three members of the Commission shall constitute a quorum to conduct the City's official business at regular and special meetings. The concurrence of a majority of the members of the Commission present at a Commission meeting shall be necessary to decide any question before the Commission.
- C. **Attendance:**
1. Commissioners are expected to attend all Commission work sessions and regular meetings; however, when it is necessary for a Commissioner to be absent from any meeting of the Commission, Commissioners are expected, as a matter of courtesy, to notify either the Mayor or the City Manager of their planned absence. Commissioners not present at a meeting will be noted as absent in the meeting minutes.
 2. A Commissioner who is unavailable in person may participate in work sessions and regular meetings by conference call or other electronic means. If such participation occurs, the Commissioner shall be considered in attendance and not absent.
- D. **Compelling Attendance:** When a quorum is not present at the time set for a meeting or when a quorum has been present and a meeting has commenced, but a quorum is no longer present, the remaining Commissioners may compel attendance of the absent Commissioners in accordance with Section 15 of the City Charter.
- E. **Minutes of Meetings:**
1. Except as provided in paragraph 2 below, the Commission shall provide for the taking of written minutes of all its meetings. Neither a full transcript nor a recording of the meeting is required, except as otherwise provided by law but the written minutes must give a true reflection of the matters discussed at the meeting and the views of the participants. All minutes shall be available to the public within a reasonable time after the meeting and shall include at least the following information:
 - a. All members of the Commission present;

- b. All motions, proposals, resolutions, orders, ordinances, and measures proposed and their disposition;
 - c. The results of all votes and the vote of each member by name; and
 - d. A reference to any document discussed at the meeting.
2. Minutes of executive sessions shall be kept in accordance with the above four (4) points. Instead of written minutes, a record of any executive session may be kept in an audio format or other suitable recording which need not be transcribed unless otherwise provided by law.
3. The City Recorder or designee shall have the responsibility for preparing minutes, for correcting minutes to reflect Commission amendments, for retaining minutes, and for furnishing copies of the minutes to persons desiring a copy.
4. Minutes shall be prepared with sufficient detail to meet their required use. Specifically, the following requirements shall be met:
- a. Recordings shall be made at each meeting. Equipment malfunction shall not be a reason to postpone the meeting and shall not negate the validity of the written minutes. The City Recorder or designee may temporarily interrupt the Commission proceedings in the event of equipment malfunction or other case of short-term loss of recording.
 - b. If a verbal staff report is a summary of an agenda report, it may be so referenced in the minutes.
 - c. Names and, if furnished, city of residence of persons testifying shall be included in the minutes.
 - d. If a citizen's verbal testimony is a full summary of a written letter or other submission, it may be so referenced in the minutes.
 - e. All exhibits submitted, received and not excluded by the Commission during hearings and all other documents submitted shall be noted in the minutes.
 - f. Except for delay beyond the control of the City Recorder, or in the event of extraordinarily lengthy meetings, the minutes shall be prepared in final form by the next regular Commission meeting.
 - g. Minutes are public records upon composition; however, if distributed to the public before Commission approval, in any form other than as part of the Commission meeting information, "DRAFT" shall be noted on each reproduced page.
5. After being prepared in final form by the City Recorder or designee, the minutes shall be submitted to the Commission as quickly as feasible for approval by motion duly made and seconded, and approved by a majority of a quorum present. Approval of the minutes of any meeting may be undertaken individually or in conjunction with other

business items as part of approval of a motion in a consent agenda item. Members of the Commission may vote on approval of minutes whether or not they were present at the meeting.

6. The Commission may amend the minutes to reflect more accurately what transpired at a meeting. An individual Commissioner may call for additions or corrections to the minutes and unless there is disagreement from other Commissioners, the motion to approve the minutes shall include the minutes as amended. If the Commission questions the minutes or is unsure they accurately reflect what transpired during a meeting, the Commission may postpone approval of the minutes until recordings of the portion of the meeting in question can be consulted. The Commission shall be the final authority as to the amendment of the minutes.

7. When approved, the minutes shall be kept on file permanently in the City Recorder's office. Sound recordings of Commission meetings shall be retained for a minimum of twelve months, subject to the Commission ordering retention for a longer time.

8. Both written minutes and recordings shall be available for public inspection and copying during office hours. A listening device shall be available to the public for use on City premises. The City Recorder may implement additional reasonable rules and procedures to assure the preservation and orderly public review of such recordings.

F. Right of Commissioner to be Heard: Any Commissioner desiring to be heard shall be recognized by the presiding officer, but shall confine his or her remarks to the subject under consideration.

G. Addressing Staff: Commissioners at Commission meetings shall address questions through the staff person presenting the agenda item or the City Manager. All other requests for items not on the agenda must go through the City Manager.

H. Rules of Order: "Robert's Rules of Order" shall govern in all situations not specifically covered by these rules or the City Charter. The Commission has previously adopted Robert's Rules of Order. In the event of a conflict between these rules and Robert's Rules of Order, these rules shall prevail. The City Attorney shall be the parliamentarian for the Commission.

Section III – Types of Meetings

A. Regular Meetings: Regular City Commission meetings shall be held at 7:00 p.m. on the first and third Wednesdays of each month in the City Commission Chambers or as designated on the posted agenda. All regular meetings will be adjourned no later than 10:00 p.m., unless extending until no later than 11:00 p.m. is agreed upon by the majority of Commissioners present at that meeting. When a City Commission meeting falls on a legal or national holiday, the meeting shall be held the following day or on a date fixed by the Commission for that meeting.

B. Special Meetings: The Mayor may call a special meeting of the Commission. A special meeting may also be held at the request of three members of the Commission. Special meetings of the Commission may also be held at any time by the common consent of all the members of the Commission. A special meeting shall be subject to the same rules applicable for regular Commission meetings. An emergency meeting may be called by the Mayor or three

members of the Commission for a time not earlier than three or later than 48 hours after notice is given. The call for an emergency meeting shall specify the day, the hour, and the location of the meeting and shall list the subject or subjects to be considered.

C. Work Sessions: Work sessions are typically held at 6:00 p.m. on the Tuesday between the first and third Wednesdays of each month. No formal votes may be taken on work session items, although Commissioners may be polled in order to give direction to the City Manager on topics under discussion at a work session. The Commission may allow comments from the public at work sessions which will provide additional factual information, expertise or a professional opinion that will inform and educate the Commission about the work session topic. The agenda for the work session shall be prepared by the City Manager based on any of the following:

1. All items directed by the consensus of the Commission shall be listed on the agenda.
2. All items deemed appropriate by the City Manager as specified in the City Charter.
3. Business from the Commission pertaining to committee reports and other Commission business.

D. Executive Sessions: Executive sessions are governed by ORS 192.660 and are closed to the public, except that representatives of the news media (pre-approved media includes The Oregonian, OC News, and Canby Current) shall be allowed to attend most sessions. City Commissioners and staff in attendance shall not disclose to any person the content of any discussion that takes place in an executive session. The Commission may require all in attendance not to disclose executive discussions and may adopt appropriate sanctions for breach of such requirement. Executive sessions are typically held prior to or at the end of a regular or special meeting. No executive session may be held for the purpose of taking a final action or making a final decision, although the Commission may reach a consensus in executive session. Decisions must be taken by formal vote in open session to allow the public to know the result of the discussions in executive session.

E. Retreat: The Commission shall hold a retreat in January of each odd-numbered year for the purpose of setting Commission goals and priorities. City department heads may give an annual department update, addressing current and future projects for the department. Commission retreats shall be held within City limits and are subject to the open meeting and public records laws of Oregon.

Section IV – Presiding Officer and Duties

A. Presiding Officer: The Mayor shall preside over the City Commission's deliberations. The Mayor shall have a vote on all questions before the Commission; shall have authority to preserve order, enforce the rules of the Commission, and determine the order of business under the rules of the Commission. In the absence of the Mayor, the Commission President shall perform the Mayor's duties. In the absence of the Mayor from the city or the inability of the Mayor to act, the President of the Commission shall have and exercise the power to perform all duties of the Mayor. In the absence of the Mayor and the President, if a quorum of the Commission be present, the senior member of the Commission shall preside over the meeting as President Pro-Tem. If there is no one senior member of the Commission, Commissioners shall choose, by vote, a President Pro-Tem to preside at that meeting.

B. **Motions:** The Presiding Officer may not make a motion on any given item, but may second a motion on an item.

C. **Call to Order:** The meetings of the Commission shall be called to order and conducted by the Presiding Officer.

D. **Preservation of Order:** Effective governance requires that Commissioners, staff, and members of the public treat one another with dignity and respect at all times. The presiding officer shall preserve order and decorum, discourage attacks on personalities or the impugning of Commissioners' and citizens' motives, and confine Commissioner debate to the question under discussion. Persons in attendance at the meeting who become disorderly, abusive or disruptive may be removed from the meeting. The presiding officer may summon the assistance of the police or other administrative staff to assist in maintaining order, and if an arrest of a person(s) is deemed necessary to restore or maintain order, the presiding officer may sign a complaint on behalf of the City.

Statements by the public, other staff, or City Commissioners regarding a city staff's job-related performance, including qualifications, bias, honesty, integrity, or trustworthiness, shall not be expressed during a public meeting and may be privately communicated to the City Manager or the Human Resources Director after the meeting. The tone of any discussion during a public meeting shall always remain respectful and professional.

Commissioners, staff, and the public must first be recognized by the presiding officer before speaking. Any of the following shall be sufficient cause for the presiding officer or Sergeant-at-Arms to remove any person from the meeting or facility, at the direction of the presiding officer, for the duration of the meeting:

1. The use of unreasonably loud, disruptive or profane language.
2. The making of loud or disruptive noise.
3. Engaging in violent or distracting action.
4. The willful damage of furnishings or of the interior of the City Commission Chamber or meeting facility.
5. The refusal to obey any of the rules of conduct provided within this Section, including the limitations on occupancy and seating capacity.
6. The refusal to obey an order of the presiding officer or an order issued by any Commissioner which has been approved by a majority of the Commissioners present.
7. Any conduct that substantially obstructs the work or the conduct of business of the Commission.
8. Breach the decorum of the meeting, including disruptive behavior, personal attacks, insults, defamatory or slanderous statements, or dangerous or threatening behavior such that a reasonable person, exposed to or experiencing such behavior, could believe that the person was in imminent danger of physical or mental harm from the behavior.

Before the presiding officer directs removal of any person from the meeting facility for conduct described here, that person shall be given a warning by the presiding officer to cease the objectionable conduct.

If a meeting is disrupted by members of the audience, the presiding officer or a majority of the Commissioners present may order that the City Commission Chamber or facility be cleared.

E. Points of Order: The presiding officer with the advice of the City Attorney shall determine all procedures, subject to the right of any Commissioner to appeal to the Commission. If any appeal is taken, the question shall be, "Shall the action proposed by the presiding officer be sustained?"

F. Question to be Stated: The presiding officer shall ensure that all questions submitted for a vote are clearly articulated for the record and shall announce the result.

G. Substitution for Presiding Officer: The presiding officer may call upon the President of the Commission, or if absent, any other Commissioner, to preside temporarily over the meeting. Any such substitution shall not continue beyond adjournment.

Section V – Agenda and Order of Business

A. Agenda: The City Commission agenda is the official order of business at City Commission meetings. The agenda shall be a listing of subject topics to be considered by the Commission at any meeting. Items are placed on the agenda by consensus of the majority of the Commission or recommended by the City Manager. The agenda shall be delivered to Commissioners as provided in Section D(1) below, unless a special or emergency meeting is duly called, in which case delivery shall be prompt, in accordance with the circumstances.

Each agenda item typically includes a report to the Commission with background information, staff recommendations, budget impacts, and other pertinent information necessary to make a decision. There are times when reports are made orally at the City Commission meetings, and there will be no supporting materials in the packet. The City Manager shall be responsible for approving the staff recommendation on each agenda item. Commissioners are encouraged to contact the City Manager before arriving for the meeting if they have questions about an agenda item.

B. Consent Agenda: The consent agenda contains routine items that are generally not controversial and do not require further discussion. The group of items may be approved with one motion and one roll call vote. Items may include approval of the minutes, routine resolutions, easements, deeds, agreements, contracts, and other miscellaneous items. Any item or items may be removed for separate consideration at the request of any Commissioner or member of the public.

C. Order of Business: The general rule as to the order of business in regular meetings shall be as follows:

1. Call to Order – The Mayor calls the meeting to order and roll call is taken.
2. Flag Salute.

3. Ceremonies and Proclamations.

4. Citizen Comments – This section allows members of the public to speak for three minutes near the beginning of each regular Commission meeting on any matter of interest that is not on the agenda. Representatives of recognized neighborhood associations that communicate that they are speaking as a neighborhood representative may speak for five minutes during the citizen comment section. The comment time may be adjusted by Commission consensus. Verbally abusive or disruptive behavior, defamatory statements, and slanderous comments are not allowed.

The City Commission does not generally engage in dialog with those making comments, but may ask clarifying questions with the Presiding Officer's permission or refer the issue to the City Manager for evaluation. The City Commission requests that complaints be initially addressed at the department level prior to the citizen addressing the City Commission.

Only those citizens who have completed a comment form and delivered it to the City Recorder will be called to speak. When called upon, speakers shall state their name and city of residence for the record. The City Recorder shall receive any written comments or other materials submitted to the Commission. If a speaker wishes to give an electronic presentation, the presentation must be delivered to City staff, preferably via electronic mail, 48 hours prior to the meeting. The citizen's external electronic data device will not be permitted to be used on City equipment for security purposes.

5. Presentations

6. Adoption of the Agenda – This section permits time to make additions, deletions, or changes to the current agenda, including removing an item from the consent agenda.

7. Consent Agenda – All items listed under the consent agenda are considered routine and non-controversial and will be enacted by one motion. There will be no separate discussion on these items, unless an item has been removed from the consent agenda under Adoption of the Agenda.

8. Public Hearings.

9. General Business – New items for consideration. General business also includes first and second readings of ordinances and some resolutions.

Ordinances for Introduction (First reading) – An ordinance is an act of law of the City of Oregon City or through an initiative ordinance enacted by the citizens of Oregon City through the election process. The ordinance for introduction to the City Commission, commonly called the “first reading,” is considered by the Commission and if passed, is generally moved forward to the next Commission meeting for the second reading. The Commission can decide what will constitute the first reading – whether to have the entire ordinance read into the record, or only the title of the ordinance read into the record.

Final Ordinances (Second reading) – If approved at the second reading, the ordinance is passed and becomes effective 30 days following the second reading, unless an

emergency is declared, in which case the Commission may choose a different time for the ordinance to become effective, including being effective immediately.

Resolutions – Resolutions may be required to authorize expenditure of City funds beyond authorized amounts, establish new funds, authorize certain contractual arrangements on behalf of the City, call for an election, to amend or rescind an existing resolution, and a number of other municipal actions. Unlike an ordinance, a resolution is usually effective immediately and does not require a second reading or a waiting period to become effective. A resolution should be reserved for the acts of the City Commission which require a formal written record that the action has been taken, but do not necessarily require the adoption of an ordinance or law.

10. Communications –

- a. The City Manager presents his/her report at this point in the meeting.
- b. Mayor's report and appointments by the Mayor of citizens to Boards or Commissions.
- c. Reports by Commissioners of their activities in the community.

11. Adjournment

D. Agenda Packets

1. The City Recorder or designee is responsible for compiling the agenda and supporting materials for the City Commission meetings. The City Recorder or designee shall create the agenda packet and transmit electronically to each member of the City Commission and staff the Friday before each regular Commission meeting and before each special meeting as feasible. Hard copies are available to the Commission upon request. The packet shall also be electronically posted to the City's Website at www.orcity.org.

2. Agendas for all City Commission meetings shall be posted on the notice board in the lobby of City Hall, at the Oregon City Library, at the Pioneer Community Center, and on the City's Website at www.orcity.org. The agendas are also sent electronically to local news media and other interested citizens.

Section VI – Commission Involvement with Committees and Non-Profit Organizations

- A. The Commission may create committees to assist in the conduct of its Charter duties with such assignments as the Commission may specify. These committees do not include staff (or hired consultant) created and terminated project advisory committees. The Mayor shall appoint, at his or her sole discretion, members to such committees to serve until the special purpose for which the committee was created has been accomplished or when the committee is abolished by the Commission. Unless otherwise provided by ordinance, all committees so created shall be advisory to the Commission and all committees shall conduct their meetings in accordance with the Public Meetings Law.
- B. To facilitate the exchange of information between the City Commission, its advisory bodies and committees, or non-profit 501c3-recognized organizations who may receive financial assistance from the City, Commissioners are free to serve as liaison to these entities. Commissioners shall respect the separation between policy making

on behalf of the City Commission and advisory bodies, committees or 501c3-recognized organizations by:

- a. Not attempting to lobby or influence on any item under consideration;
- b. Attending meetings of the liaison bodies but should avoid becoming involved in the body's discussions without first explaining their role as the Commission liaison participating on behalf of the City; and
- c. Not voting at the body's meeting on any item.

Section VII – Mayoral and City Commission Election Eligibility Requirements

- A. Section VII of these rules elaborates on how candidate qualifications shall be considered by the City Recorder and the City Commission under Oregon City Charter, Chapter II, Section 13. The City Commission delegates to the City Recorder the authority to make final determinations and certifications as to potential candidates' eligibility for election, unless a City Commission review is conducted, as described in Section VII(I) of these rules.
- B. The City Recorder shall certify potential candidates for election to the City Commission pursuant to the Charter, Chapter II, Section 13, by requiring: (1) the submittal of required form(s) without evidence of falsification or error, (2) evidence of residency as determined by the City Recorder, and (3) proof of "qualified elector" status at the time of certification. These criteria are further elaborated in Section VII(E), Section VII(F), and Section VII(G) of these rules respectively.
- C. The City Recorder shall not allow political or other biases to influence the weighing of evidence or final certification. The City Recorder may consult with the City Attorney as needed in the certification process.
- D. The burden is on the potential candidate to prove and provide evidence of their eligibility for election by providing clear and convincing evidence. This subsection does not restrict the City Recorder from obtaining evidence not provided by the potential candidate, including voter's registration information.
- E. Required Forms
 - a. Required Forms. A potential candidate shall submit any state-mandated election forms and any additional Oregon City form(s). Oregon City form(s) shall include a statement attesting to residency within the city during the twelve months immediately preceding the election and a waiver for public release of any records submitted as part of the filing. Failure to completely and truthfully complete the required forms shall be grounds for denial of certification.
 - b. Post Office Boxes. A post office box may not be listed as the residential address in the forms, but may be listed as a mailing address.
 - c. Deadline to File. Potential candidates must submit to the City Recorder or their designee any required forms no later than 4:30 PM at least 7 calendar days prior

to the date required for the City Recorder to provide the certified candidates to the Clackamas County Elections Office. If this date occurs on a weekend or holiday, the deadline shall be the last business day prior to the weekend or holiday. In extraordinary circumstances, the City Recorder may provide a reasonable extension of time to file the Required Forms.

F. Residency

- a. The City Recorder may determine that a potential candidate is a resident using a two-step process. Step One is intended to expedite the filing process when there is no countervailing evidence of non-residency. Step Two is intended to allow a candidate to elaborate and provide further evidence of Oregon City residency if there is a substantial question as to the potential candidate's residency.
- b. Step One. The City Recorder may determine that a potential candidate is an Oregon City resident if the potential candidate provides only the following, and if so, no further evidence would typically be required:
 - i. the potential candidate completes the required state-issued and Oregon City forms listing a residential address within the Oregon City city limits;
 - ii. the potential candidate provides a government issued photo identification listing the same Oregon City address and the issuance date is more than 12 months prior to the election; and
 - iii. the potential candidate's voter's registration is associated with the same address at the time of certification and the date of registration is more than 12 months prior to the election.
- c. Step Two. If there is a discrepancy in the addresses provided by the potential candidate in Section VII(F)(b) or the City Recorder becomes aware of any inconsistencies in residency from any source, the City Recorder may consider, but is not limited to considering, the following factors to determine a potential candidate's residency. The City Recorder shall use the relative weights for each factor which are listed in parenthesis along with each factor.
 - i. Verbal and written statements by the potential candidate as to non-residency (most weight, a potential candidate must not explicitly state they have not resided in Oregon City for the required amount of time. However, mere statements that a potential candidate is a resident without supporting additional evidence are not considered);
 - ii. Voter's registration history (moderate weight, because this factor does not directly correspond temporally with a change in residency, e.g., it is common for new residents to wait to update their voter's registration until just prior to an election);
 - iii. The issuance date and address for officially recognized forms of identification, including driver's license, state-issued identification card, United States passport (moderate weight, due to common discrepancies between identification addresses and current residency);

- iv. Tax filings, Department of Motor Vehicle Records, and other official government records (moderate weight, because the official status of these documents is mitigated by common errors, mistakes, and complexity);
- v. Mail listing the person's name and the address listed in the Required Forms. Potential candidates need not provide a continuous 12 months, including a piece of mail from each month, unless circumstances justify such a request. Mail to a post office box will not be considered (moderate weight, because a mailing address does not necessarily require residency);
- vi. Property records or residential leases (moderate); or
- vii. Utility billing account information, regardless of whether the account is an Oregon City account or from another agency (minimal weight, due to the frequency with which account information does not directly correspond to residency).

G. Qualified Elector

- a. Each potential candidate shall be a registered voter in Oregon City prior to certification of their eligibility to be a candidate for City Commissioner, or show, by clear and convincing evidence, that they will become eligible to vote in Oregon City at the time of the election.
- b. The City Recorder may request a candidate update their voter's registration after review of the required forms and consultation with the Clackamas County Elections Office. Any update must occur prior to the deadline to submit the certified candidates to the Clackamas County Elections Office.
- c. The City Recorder shall not certify a candidate unless they are a registered voter in Oregon City and the address associated with the voter's registration matches the address listed in the Required Forms described in Section VII(E)(a) above.

H. The City Recorder may request that a potential candidate provide specific types of evidence of eligibility, including evidence from other agencies. The potential candidate waives any exemption under Oregon law prohibiting the release of the documents to the public. Failure to provide requested documentation may be considered in determining the eligibility of a candidate for certification.

I. Review by City Commission as Final Judge

- a. If the City Recorder is unable to confirm candidate residency using Steps One or Two above, the City Recorder may request review by the City Commission. Further, (1) the Mayor and one City Commissioner or (2) two City Commissioners may request review of a candidate's eligibility for election in the same manner as to call a special meeting, described under Section III(B) of these rules.

- b. If review is requested by the City Recorder or the City Commission, the City Commission shall hold a public hearing at the next available meeting or hold a special meeting to evaluate the potential candidate's residency. The City Commission's review is de novo and may reweigh the evidence independently from the factors described under Section VII(F) of these rules.
- c. The potential candidate may provide verbal testimony at the public hearing limited to 10 minutes. Members of the public may provide verbal testimony limited to 3 minutes at the public hearing.

J. Decertification by City Commission

- a. If the City Recorder becomes aware of evidence that a candidate may not be eligible for election after the certification date, the City Recorder will provide this information to the City Commission. At the request of (1) the Mayor and one City Commissioner or (2) two City Commissioners, a public hearing shall be called to review the eligibility for election of the candidate, as described in Section VII(I) of these rules.

K. Decertification by City Recorder

- a. In the event that the City Recorder becomes aware of evidence that clearly and conclusively shows that a candidate is not eligible for election after the certification date, the City Recorder shall notify the candidate that they have been decertified. (An example would be if a candidate clearly moves away from Oregon City and is not a resident at the time of his/her election.)

L. Effect of Decertification

- a. If a candidate is decertified, the candidate may still appear on the ballot but will not receive a certificate of election, not be seated, nor allowed to take the oath of office regardless of the outcome of the election.

- M. A written decision by the City Recorder shall be considered final. The City Recorder may provide a verbal or written tentative decision prior to that date, but a tentative decision shall not be considered binding.

Section VIII – Reconsideration of Actions Taken

A. Unless specifically governed by other provisions of the Codes, ordinances, or other regulations of the City, any Commissioner who voted with the majority may move for reconsideration of an action at the same or the next following regular meeting of the Commission. No additional testimony or evidence from the public shall be taken as part of reconsideration unless the record is re-opened and notice provided. Once a matter has been reconsidered, no motion for further reconsideration shall be made without unanimous consent of the Commissioners present at the meeting.

Section IX – Use of Electronic Devices

A. It is the policy of the Commission, in keeping with the intent of the state's open meetings law, that the use of electronic communications devices during Commission meetings be limited and shall otherwise comply with rules and laws applicable to proceedings before the Commission. Use of such devices is generally permitted only at work sessions so long as the source and the content of the information is disclosed to the public and access to the information remains courteous to guests and meeting attendees.

Any electronic communication regarding a quasi-judicial matter to be considered by the Commission is an ex parte contact, and shall be disclosed, as required by law.

This rule does not prohibit the use of the City provided interactive computers on the dais for viewing the Commission meeting agenda and agenda packet. This rule does not limit the use of electronic communications devices outside of public meetings. However, all electronic communications sent and received by Commissioners must comply with the rules and laws applicable to public records.

B. Definitions

1. As used in this section, "electronic communications devices" means laptop computers, tablets, cell phones, or other similar devices capable of transmitting or receiving messages electronically.
2. As used in this section, "electronic communications" means e-mail, text messages, or other forms of communications transmitted or received by technological means.

Section X – Conduct of Quasi-Judicial Land Use Hearings

A. Nature and General Conduct of Hearing

1. The Commission, when conducting an administrative, quasi-judicial land use hearing shall provide notice of the hearing to all persons entitled to notice under the codes of the City and state law. In conducting the hearing, the Commission shall provide to all entitled persons an opportunity to be heard, to present and rebut evidence to an impartial tribunal, to have the proceedings recorded, and to have a decision based on substantial evidence consistent with state law and the Oregon City Municipal Code.
2. Each person wishing to testify shall complete a comment card and provide it to the City Recorder. Speakers will proceed in the order in which their card is received. The information requested on the comment card allows the City to provide appropriate follow-up information, including notice of any decision, to persons who participate in the hearing.
3. No person offering testimony shall speak more than once without obtaining permission from the presiding officer.
4. No person shall testify without first receiving recognition from the presiding officer and stating his or her name and city of residence for the record.
5. There shall be no audience demonstrations, such as applause, cheering, display of signs or other conduct disruptive to the hearing.

6. The presiding officer, Commissioners, City Manager, City Attorney, and with the approval of the presiding officer, any other officer or employee of the City may question and cross examine any person who testifies.

7. Any person entitled to participate in a hearing may also submit written testimony in addition to or in lieu of speaking before the Commission.

8. Any person unable to attend and participate in the public hearing may submit written testimony by the noticed deadline.

9. If a speaker wishes to give an electronic presentation, the presentation must be delivered to City staff, preferably via e-mail, 48 hours prior to the meeting. The citizen's external electronic data device will not be permitted to be used on City equipment for security purposes.

10. Timetable for Staff Reports, Testimony, Rebuttal:

Public Hearing Process for Land Use Items:

Staff Report:

- 15 minutes for Staff report

Public Testimony:

- 15 minutes for applicant
- 5 minutes for representatives of a recognized Oregon City neighborhood association, government agency, or other incorporated public interest organization from Oregon City
- 3 minutes for any individual
- 5 minutes for applicant's rebuttal

Questions of Staff

Commission Deliberation / Motion

Public Hearing Process for Appeal Items:

Staff Report

- 15 minutes for Staff report

Public Testimony:

- 10 minutes for appellant
- 10 minutes for applicant
- 5 minutes for representatives of a recognized Oregon City neighborhood association, government agency, or other incorporated public interest organization from Oregon City
- 3 minutes for individuals
- 5 minutes for applicant's rebuttal

Questions of Staff

Commission Deliberation / Motion

B. Challenge and Disqualification of Commissioner(s)

1. With respect to any quasi-judicial action before the Commission, any proponent or opponent of a matter to be heard by the Commission may challenge the qualification of any Commissioner to participate in such hearing and decision. Such challenge must state facts relating to the Commissioner's bias, prejudice, conflict of interest or other

facts from which the party has concluded that the Commissioner is unable to participate and make a decision in an impartial manner.

- a. Such challenge must be made prior to the commencement of the public hearing.
- b. Such challenge shall be incorporated into the record of the hearing.

2. No Commissioner shall participate in discussion or vote on a quasi-judicial matter when:

- a. any of the following has a direct or substantial financial interest in the proposal: the Commissioner or his/her spouse, brother, sister, child, parent, father-in-law, mother-in-law, any business in which the Commissioner is then serving or has served within the previous two years, or any business which the Commissioner is negotiating for or has an arrangement or understanding concerning prospective partnership or employment;
- b. the Commissioner has a direct personal interest in the proposal; or
- c. for any other reason, the Commissioner determines that he or she cannot participate in the hearing and decision in an impartial manner.

3. No other officer or employee of the City who has a financial or other private interest shall participate in discussion with or give official opinion to the Commission on the matter without first declaring for the record the nature and extent of such interest, as required by Oregon law.

4. The general public has a right to have Commissioners free from pre-hearing or ex parte contacts on quasi-judicial matters heard by them. It is recognized that a countervailing public right is free access to public officials on any matter. Therefore, Commissioners shall reveal any pre-hearing or ex parte contacts with regard to any matter at any commencement of the public hearing on the matter. If such contacts have impaired the Commissioner's impartiality or ability to vote on the matter, the Commissioner shall so state and shall abstain from consideration of the matter.

5. Notwithstanding any provision of this or any other rule:

- a. an abstaining or disqualified Commissioner may be counted for purposes of forming a quorum;
- b. a Commissioner may represent himself or herself, a client or any other member of the public at a hearing provided that the Commissioner:
 1. abstains from the vote on the matter;
 2. removes himself or herself from the Commission area and joins the audience; and
 3. makes full disclosure of his/her status and position at the time of addressing the Commission.

C. Presiding Officer:

1. The presiding officer shall have the authority to:
 - a. regulate the course and decorum of the hearing
 - b. dispose of procedural requests or similar matters;
 - c. rule on admissibility of exhibits and other documents into evidence, offers of proof and relevance of evidence testimony;
 - d. impose reasonable limitation on the number of witnesses heard and set reasonable time limits for oral presentations, questions of various parties and rebuttal testimony; and
 - e. take other such action authorized by the Commission appropriate for conduct commensurate with the nature of the hearing.

D. Order of Procedure:

The presiding officer, in conduct of the hearing shall:

1. Commence the Hearing: Announce the nature and purpose of the hearing and summarize the rules for the conduct of the hearing.
2. In quasi-judicial matters, call for Ex Parte Contacts, Conflicts of Interest or Bias:
 - a. Inquire of the Commission whether any member wishes to abstain from participation in the hearing. Any Commissioner then announcing a decision to abstain shall identify the reason for abstaining and shall not participate in discussion of the matter or vote on the matter.
 - b. Allow any Commissioner whose participation has been challenged by an allegation of bias, prejudice, personal interest, or partiality or who has been subject to significant ex parte or pre-hearing contact with proponents or opponents to make a statement in response thereto or in explanation thereof, as part of his or her decision to participate in the hearing. This statement shall not be subject to cross-examination, except upon consent of the Commissioner, but shall be subject to rebuttal by the proponent or opponent as appropriate.
3. Objections to Jurisdiction: Inquire of the audience whether there are any objections to the jurisdiction of the Commission to hear the matter and, if such objections are received, conduct such further inquiry as necessary to determine the question. The presiding officer shall terminate the hearing if the inquiry results in substantial evidence that the Commission lack jurisdiction or the procedural requirements of the ordinance were not met. Any matter thus terminated shall, if the defect can be remedied, be rescheduled by the Commission.
4. Staff Report and Recommendations: Call upon the City Manager or other City staff to provide that the nature of the matter be summarized, that any graphic or pictorial

displays which are part of the record be explained, that the staff report, findings and decision of the Planning Commission or other appropriate board or agency be summarized, and provide other such information as may be requested by the Commission.

5. Applicant and Public Testimony: All testimony and evidence submitted, orally or in writing, must be directed toward the applicable approval criteria. If any person believes that other criteria apply in addition to those addressed in the staff report, those criteria must be listed and discussed on the record. The meeting chairperson may reasonably limit oral presentations in length or content depending upon time constraints. Any party may submit written materials of any length while the public record is open.

6. Applicant's Case: The applicant shall be heard first, followed by persons in favor of the proposal. If the hearing is an appeal, the applicant shall still be heard first.

7. Testimony in favor of the application. Allow supporters to be heard.

8. Testimony in opposition to the application. Allow opponents to be heard.

9. Public Agencies: Allow representatives of any city, state, regional authority, or municipal or quasi-municipal corporation existing pursuant to law to testify.

10. Rebuttal Testimony: Allow the applicant to offer rebuttal testimony.

11. Written Communications: Facilitate distribution of written communications addressing a matter before the Commission prior to the commencement of the hearing to be considered for receiving into evidence.

12. Continuance or Close of Hearing and Deliberation by City Commission: The Commission shall either make its decision and state its findings, which may incorporate findings proposed by the proponent, opponents, the staff, or the Planning Commission, continue the public hearing with the public record open or close the public hearing and continue for deliberations. If the decision is continued for further public testimony or deliberations to a subsequent meeting, the time and place of the subsequent meeting must then be announced. Prior to deliberation on the matter, the Commission shall conclude the hearing. If the subsequent meeting shall be for the purpose of continued deliberation, or to consider proposed findings, additional public testimony shall not be allowed, except upon decision of the Commission. If additional testimony is to be accepted after the close of the public hearing, the public hearing must be reopened, and is subject to public notice requirements.

E. Record of Proceedings:

1. The City Recorder, or designee, shall prepare a record of proceedings in the manner prescribed for all City Commission meetings.

2. The City Staff, where practicable, shall receive all physical and documentary evidence presented which shall be marked to show the identity of the person offering the evidence and whether it was presented on behalf of a proponent or opponent. Unless evidence is capable of being offered and incorporated into the record, it shall not be

received. In those cases, the person offering testimony must provide the City Staff with a copy of PowerPoint presentations, oversized exhibits, etc. If the testimony and documentary evidence is not physically conveyed to the City Staff, those documents shall not be deemed part of the record. All exhibits received into evidence shall be retained by the Commission until any applicable appeal period has expired, at which time the exhibits may be released upon written request to the person identified thereon.

Section XI – Appointment of Members of the Planning Commission and Historic Review Board

- A. Deadline for Applications
The deadline to submit an application for appointment to the Planning Commission (PC) or Historic Review Board (HRB) shall be the third Friday in November each year for the terms starting in the beginning of the next year.
- B. Interviews for Applicants
Interviews for the applicants shall be scheduled during a City Commission meeting (or meetings) held in December each year.
- C. Selection of Appointees
The City Commission shall vote to appoint applicants to their respective positions during the first meeting of the City Commission each year.
- D. Oath of Office
The oath of office ceremonies shall be held before the respective body (HRB or PC). The Mayor or chair of the PC or HRB shall officiate the oath of office for appointed HRB and PC members at the first meeting of the HRB or PC each year, as appropriate.
- E. Filling Out-of-Cycle Vacancies
An out-of-cycle vacancy occurs when a vacancy is created for any reason on or before October 1 each year. In the event of an out-of-cycle vacancy in the PC or HRB, the City Recorder or designee shall determine an appropriate deadline to receive applications of between 30 and 40 business days after the vacancy is created and advertise the vacancy. The City Commission shall conduct interviews and appoint a new member to fill the vacancy as soon as practicable.
- F. End of Year Vacancies
In the event a vacancy is created after October 1 of each year, Section 5 of this policy does not apply, and the vacancy shall be filled in the normal cycle along with the other terms that are ending at the end of the year.

Section XII – Amendments and Additions to Operating Procedures and Policies

- A. Unless otherwise superseded by law, any part of these operating procedures and policies may be temporarily suspended by a two-thirds vote of those members of the Commission present and voting.
- B. These operating procedures and policies may be permanently amended at any meeting at which prior notice of the proposed change is provided to each member of the Commission. A

majority vote of those members of the Commission present and voting is needed to effect an amendment or an addition to these operating procedures and policies.

Approved and adopted by the City Commission March 16, 2011.

Amendments since:

- the 1st Amendment approved by Resolution No. 11-24 on November 2, 2011
- the 2nd Amendment approved by Resolution No. 14-16 on July 2, 2014
- the 3rd Amendment approved by Resolution No. 15-11 on April 1, 2015
- the 4th Amendment approved by Resolution No. 19-11 on May 1, 2019
- the 5th Amendment approved by Resolution No. 21-09 on February 3, 2021
- the 6th Amendment approved by Resolution No. 23-22 on October 4, 2023



Oregon City Candidate Filing Form – Declaration

This form shall be filed along with the SEL 101 to run for election to the Oregon City - City Commission. The form is required by the City Commission's Rules of Procedure (6th Amendment) adopted via Resolution 22-23. Please complete the following form and submit it to the City Recorder as a cover sheet to your SEL 101.

To be eligible to run for City Commissioner, you must be (1) an Oregon City resident for the 12 months prior to the election and (2) a "qualified elector" – registered to vote in Oregon City. To file as a candidate for the City Commission, please provide the following:

- ☐ Please write your residential address here:

- ☐ This form, completed, with all required attachments, by 4:30 PM at least 77 days prior to the election (if this occurs on a holiday/weekend, the business day prior);
- ☐ A completed SEL 101 form, with your true residence listed as the address (A PO box will not be accepted as a residential address);
- ☐ A government issued identification card, that includes your name, address, and a date of issuance; and
- ☐ The required \$50.00 filing fee, paid via debt card, credit card, or check.

If the (1) address on the forms is not the same as the one on your identification, (2) your voter's registration does not match the listed address, or (3) the ID's issuance date or voter's registration date is less than 12 months ago, the City Recorder will ask for an explanation and further documentation to prove your residency. You need not provide all the documents, but the more evidence you provide assists the City Recorder with determining your eligibility to be a candidate. Please remember, the burden is on you to prove you are eligible for election with clear and convincing evidence. The City Recorder will accept the following kinds of evidence:

- ☐ A different officially recognized form of identification, like an identification card, driver's license, U.S. passport, etc
- ☐ Tax filings, DMV records, or other government records
- ☐ Personal mail listing your name and address (you do not need to provide a piece of mail for each month, but the City Recorder may ask you to do so)
- ☐ Deeds, property ownership records, residential leases
- ☐ Utility bills that list the account name and address

By signing below, I attest that (1) the statements contained in this form and the attachments are true, (2) the addresses listed on this form and the attached SEL 101 are my current residential address, (3) I have resided in Oregon City for at least the 12 months prior to the election, and (4) that I waive any exemption to the public release of the documents and evidence provided with this form if requested.

Potential Candidate Name: _____

Potential Candidate Signature: _____ Date: _____



Oregon City Candidate Filing Form – Petition

This form shall be filed along with the SEL 101 and SEL 121 to run for election to the Oregon City - City Commission by petition. Due to time required to obtain signatures and the procedural complexity of petitions, the City Recorder recommends contacting the City Recorder and filing this form well in advance of the deadline.

The form is required by the City Commission's Rules of Procedure (6th Amendment) adopted via Resolution 22-23. Please complete the following form and submit it to the City Recorder as a cover sheet to your SEL 101.

To be eligible to run for City Commissioner, you must be (1) an Oregon City resident for the 12 months prior to the election and (2) a "qualified elector" – registered to vote in Oregon City. To file as a candidate for the City Commission, please provide the following:

- ☐ Please write your residential address here:

Address: _____

- ☐ This form, completed, with all required attachments, by 4:30 PM at least 77 days prior to the election (if this occurs on a holiday/weekend, the business day prior);
- ☐ A completed SEL 101 and SEL 121 forms, with your true residence listed as the address (A PO box will not be accepted as a residential address);
- ☐ A government issued identification card, that includes your name, address, and a date of issuance; and

If the (1) address on the forms is not the same as the one on your identification, (2) your voter's registration does not match the listed address, or (3) the ID's issuance date or voter's registration date is less than 12 months ago, the City Recorder will ask for an explanation and further documentation to prove your residency. You need not provide all the documents, but the more evidence you provide assists the City Recorder with determining your eligibility to be a candidate. Please remember, the burden is on you to prove you are eligible for election with clear and convincing evidence. The City Recorder will accept the following kinds of evidence:

- ☐ A different officially recognized form of identification, like an identification card, driver's license, U.S. passport, etc
- ☐ Tax filings, DMV records, or other government records
- ☐ Personal mail listing your name and address (you do not need to provide a piece of mail for each month, but the City Recorder may ask you to do so)
- ☐ Deeds, property ownership records, residential leases
- ☐ Utility bills that list the account name and address

To file by petition, you must have your signature forms approved prior to obtaining signatures. The City Recorder will provide written approval to circulate the nominating petition. Upon receiving approval, you may begin circulating the petition. You will need to obtain at least 50 unique signatures and submit the signature sheets to the City Recorder at least 77 days prior to the election.

By signing below, I attest that (1) the statements contained in this form and the attachments are true, (2) the addresses listed on this form and the attached SEL 101 are my current residential address, (3) I have resided in Oregon City for at least the 12 months prior to the election, and (4) that I waive any exemption to the public release of the documents and evidence provided with this form if requested.

Potential Candidate Name: _____

Potential Candidate Signature: _____ Date: _____

RESOLUTION NO. 22-35**A RESOLUTION ADOPTING A PROCESS FOR THE APPOINTMENT OF PLANNING COMMISSION AND HISTORIC REVIEW BOARD MEMBERS**

WHEREAS, With the passage of Ballot Measure 3-580, the City Commission appoints members to the Planning Commission (PC) and the Historic Review Board (HRB) instead of the Mayor alone; and

WHEREAS, An appointment process needs to be established to ensure proper coordination, fairness, and efficiency in the appointment process for members of the PC and HRB.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission adopts the PC and HRB Appointment Procedure Policy attached as Exhibit A to this resolution.

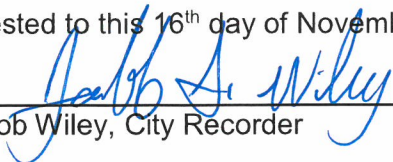
Section 2. The PC and HRB Appointment Procedure Policy shall be included as an addendum to the existing Rules of Procedure (adopted via Resolution 21-09) and incorporated in the next update.

Section 3. This resolution shall take effect immediately upon its adoption by the City Commission.

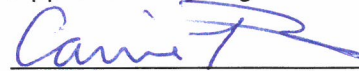
Approved and adopted at a regular meeting of the City Commission held on the 16th day of November 2022.


DENYSE C. MCGRIFF
Mayor

Attested to this 16th day of November 2022:


Jakob Wiley, City Recorder

Approved as to legal sufficiency:


Carrie T.
City Attorney

**Oregon City Planning Commission and Historic Review Board
Appointment Procedure Policy**

Section 1. – Deadline for Applications

The deadline to submit an application for appointment to the Planning Commission (PC) or Historic Review Board (HRB) shall be the third Friday in November each year for the terms starting in the beginning of the next year.

Section 2. – Interviews for Applicants

Interviews for the applicants shall be scheduled during a City Commission meeting (or meetings) held in December each year.

Section 3. – Selection of Appointees

The City Commission shall vote to appoint applicants to their respective positions during the first meeting of the City Commission each year.

Section 4. – Oath of Office

The oath of office ceremonies shall be held before the respective body (HRB or PC). The Mayor or chair of the PC or HRB shall officiate the oath of office for appointed HRB and PC members at the first meeting of the HRB or PC each year, as appropriate.

Section 5. – Filling Out-of-Cycle Vacancies

An out-of-cycle vacancy occurs when a vacancy is created for any reason on or before October 1 each year. In the event of an out-of-cycle vacancy in the PC or HRB, the City Recorder or designee shall determine an appropriate deadline to receive applications of between 30 and 40 business days after the vacancy is created and advertise the vacancy. The City Commission shall conduct interviews and appoint a new member to fill the vacancy as soon as practicable.

Section 6. – End of Year Vacancies

In the event a vacancy is created after October 1 of each year, Section 5 of this policy does not apply, and the vacancy shall be filled in the normal cycle along with the other terms that are ending at the end of the year.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager, Tony Konkol

Agenda Date: 10/4/2023

SUBJECT:

First Reading of Ordinance No. 23-1009, Declaring a Ban on Psilocybin Service Centers and the Manufacturing of Psilocybin Products

STAFF RECOMMENDATION:

Staff recommends the City Commission approve Ordinance No. 23-1009.

EXECUTIVE SUMMARY:

Local governments may adopt ordinances that prohibit the Oregon Health Authority from issuing psilocybin service centers and/or manufacturing licenses within their jurisdiction. After an ordinance prohibiting psilocybin service centers and/or manufacturing is adopted by a local government, the prohibition must be referred to the voters at the next general election. The City Commission requested this item be brought forward to determine if an ordinance should be considered to prohibit psilocybin service centers and/or manufacturing in the city limits of Oregon City.

BACKGROUND:

In November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery, and administration of psilocybin at licensed facilities. ORS 475A.718 provides that a city governing body may adopt an ordinance to be referred to the electors of the city at the next statewide general election prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city.

If Ordinance No. 23-1009 is approved, it will be forwarded to the Oregon Health Authority. Upon receiving the Ordinance, the Oregon Health Authority will discontinue licensing psilocybin services centers and manufacturing related facilities in the City of Oregon City until the prohibition is put to a vote of the electors of Oregon City on November 5th, 2024.

The Oregon Psilocybin Services section of the Oregon Health Authority processes licenses for the Psilocybin service centers and manufacturing facilities as required by the passage of Measure 109 by the voters of Oregon.

Measure 109 created a program for administering psilocybin products, such as psilocybin-producing mushrooms and fungi, to individuals aged 21 years or older. As of 2020, the manufacturing and consumption of psilocybin was illegal under both federal law and state law.

Under Measure 109, the Oregon Health Authority (OHA) is responsible for establishing the program and creating regulations. Clients would be allowed to purchase, possess, and consume psilocybin at a psilocybin service center and under the supervision of a psilocybin service facilitator after undergoing a preparation session.

The Oregon Health Authority (OHA) determines who is eligible to be licensed as a facilitator, determines what qualifications, education, training, and exams are needed, and creates a code of professional conduct for facilitators. OHA would set psilocybin dosage standards and labeling and packaging rules.

Measure 109 allowed cities and counties to place referendums on local ballots to prohibit or allow psilocybin-product manufacturers or psilocybin service centers in their jurisdictions.

What is psilocybin?

The initiative defined *psilocybin products* as "psilocybin-producing fungi and mixtures or substances containing a detectable amount of psilocybin." According to the Drug Enforcement Administration, psilocybin is a "hallucinogenic chemical obtained from certain types of fresh and dried mushrooms." The mushrooms containing psilocybin are also known as magic mushrooms, hallucinogenic mushrooms, or shrooms.

As of 2020, psilocybin was classified as a Schedule I drug by the DEA. According to the Controlled Substance Act passed in 1971, Schedule I drugs are not approved for medical use and have a high potential for abuse and dependence.

Drug Policy Alliance, a 501(c)(3) nonprofit organization that actively promotes drug policy reform legislation, said that psilocybin is not addictive because "the human body quickly builds tolerance to psilocybin, such that people require much higher doses after only a few days of repeated use, making it extremely difficult to have any effect after more than four days of repeated usage."

In 2019, the FDA designated psilocybin therapy as a *breakthrough therapy* for two clinical trials being facilitated by Compass Pathways and Usona Institute studying the effects of psilocybin on severe depression and major depressive disorder. The designation is meant to "expedite the development and review of drugs that are intended to treat a serious condition."

OPTIONS:

1. Approve Ordinance No. 23-1009
2. Instruct staff to return with modifications to Ordinance No. 23-1009
3. Do not approve Ordinance No. 23-1009 and provide staff direction.

ORDINANCE NO. 23-1009

AN ORDINANCE OF THE CITY OF OREGON CITY DECLARING A BAN ON PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURING OF PSILOCYBIN PRODUCTS WITHIN THE CITY LIMITS OF OREGON CITY

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery, and administration of psilocybin at licensed facilities; and

WHEREAS, psilocybin and psilocybin-containing mushrooms remain illegal under federal regulations; and

WHEREAS, ORS 475A.235 provides that the Oregon Health Authority will regulate the manufacturing, transportation, delivery, sale, and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, the Oregon Health Authority will implement the state's psilocybin regulatory program and processing of psilocybin-related licenses; and

WHEREAS, ORS 475A.718 provides that a city governing body may adopt an ordinance to be referred to the electors of the city at the next statewide general election prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city; and

WHEREAS, adoption of Ordinance No. 23-1009 shall be forwarded to the Oregon Health Authority and upon receiving the Ordinance, the Oregon Health Authority will discontinue licensing psilocybin services centers and manufacturing related facilities in the City of Oregon City until the prohibition is put to a vote of the electors of Oregon City on November 5th, 2024; and

WHEREAS, the City Commission of Oregon City finds that prohibiting psilocybin product manufacturing and psilocybin service centers within the city limits of Oregon City will allow for the city to potentially adopt reasonable time, place, and manner regulations on the operation of psilocybin facilities that are in the best interest of the health, safety, and welfare of the people of Oregon City.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The establishment of psilocybin manufacturers, licensed under ORS 475A.290, and psilocybin service centers, licensed under ORS 475A.305, is prohibited in the City of Oregon City.

Section 2. The City of Oregon City shall submit a measure to the electors of the City of Oregon City for their consideration at the next statewide general election, which is November 5th, 2024.

Read for the first time at a regular meeting of the City Commission held on the 4th day of October, and the City Commission finally enacted the foregoing ordinance this 18th day of October, 2023.

DENYSE C. MCGRUFF
Mayor

Attested to this 18th day of October, 2023

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 10/04/2023

SUBJECT:

Consider Approval of an Intergovernmental Agreement (IGA) between Clackamas River Water (CRW) and Oregon City relating to Provision of Water Service to the Thimble Creek Concept Plan Area of the City of Oregon City.

STAFF RECOMMENDATION:

Approve and authorize the City Manager to execute the IGA between CRW and City of Oregon City, establishing 1) certainty on the long term water supply by the City and SFWB; 2) agreement on assessing the area with City and SFWB system development charges; and 3) instituting details about how the City could work together with CRW on an additional option to provide the temporary and partial water service to the Thimble Creek Concept Plan Area.

EXECUTIVE SUMMARY:

The Thimble Creek Area is an area within the City's Master Plan to provide urban services including drinking water. The City has a capital and financial plan in place and is moving forward to upgrade the public drinking water system to serve all the area within the UGB including the Thimble Creek area. For the Thimble Creek area, this plan includes new and larger transmission mains and a new pumping facility. CRW and the City have been working to identify a certain path forward on the long-range service supply to the area within the UGB. The path forward also includes a CRW intertie as an interim option to supply drinking water for a new development proposal at the water pressure (hydraulic head) to the Oregon City Golf Course area. This IGA allows some development flexibility while protecting the City and the SFWB rights and for other important elements to be met.

BACKGROUND:

CRW and the City desire to provide water service in an orderly, efficient, and non-duplicative manner. Future water facilities are needed to serve a portion of the City's Thimble Creek Concept area. Future developments will be subject to the City's adopted

Water Distribution Master Plan (WMP), the City's recommended Capital improvement Program (CIP) and the Thimble Creek Concept Plan area.

The Thimble Creek Concept Plan area is located within the city limits and was annexed by the city in 2004. This area has yet to be withdrawn from the CRW service area. CRW currently provides a water service to the Oregon City Golf Course; therefore, CRW remains the designated water service provider.

In consideration of future development plans inside the Thimble Creek Concept Plan area the city has taken several steps to support development in the area:

- In 2008, the City adopted the Beavercreek Road Concept Plan (BRCP) as required by Metro regulations to set out the future development of the entire area.
- The adoption of the BRCP was remanded by LUBA in *Graser-Lindsey v. City of Oregon City*, 59 Or LUBA 388 (2009), due to inconsistencies that were required to be resolved by Metro.
- In 2016, after Metro resolved the inconsistencies, the City re-adopted the BRCP and defended it successfully from another land use appeal. *Graser-Lindsey v. City of Oregon City*, 74 Or LUBA 488 (2016).
- In 2020, the city readopted the Beavercreek Concept Plan and renamed it the Thimble Creek Concept Plan that set the path for the development of this area.
- In addition, while the state and Metro mandated planning process was occurring, the city also altered its public facilities plans to ensure that the city would be able to accommodate the growth that would occur with the area.

Each of the above actions was legally required, either by state statute or the Metro code, to urbanize rural land.

Aside from the legally required actions by the City in the implementation of the future development of the Thimble Creek Concept Area, the City has taken steps to adopt an updated water CIP that will provide expanded service to the City's upper zone system above 475 feet. The City received voter approval in November 2021 to help finance the needed water system improvements and the City applied for, and received a federal loan to fund the design and construction of the water infrastructure that will improve the existing water service and provide for water service to the Area.

This IGA provides the City and CRW with agreement on a short-term service plan option should development occur before the city is ready to serve the area on its own. The IGA includes several provisions to ensure CRW and the needs of their customers are met while also providing the City with some flexibility during the next 3-5 years while this critical water infrastructure is built.

This intergovernmental agreement is a secondary option to assure orderly and efficient water services to this area. The City can produce sufficient water supply for the site; however, the developer may elect, or be required, to construct the necessary facilities to produce enough water pressure for the site through land use approval while the city is working to complete the water infrastructure.

Through the term of this IGA, CRW and the City agree that it is anticipated that CRW will have sufficient resources and facilities to provide the City an intertie connecting the two parties water systems at an approximate location near the Oregon City Golf Course.

CRW and the City agree that it is in the best interest of citizens of the City and CRW's customers to enter into a formal agreement setting forth the intention of the parties regarding CRW's provision of water service to the City to allow the City to serve the area.

OPTIONS:

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

INTERGOVERNMENTAL AGREEMENT

RELATING TO PROVISION OF WATER SERVICE TO THE THIMBLE CREEK CONCEPT AREA OF THE CITY OF OREGON CITY

THIS AGREEMENT is made and entered into by and between CLACKAMAS RIVER WATER ("CRW"), a domestic water supply district created pursuant to ORS Chapter 264, and the CITY OF OREGON CITY ("City"), an Oregon municipal corporation. CRW and the City are hereinafter referred to as the "Parties."

RECITALS:

- A. The City and CRW each operate separate public water systems for domestic purposes to the residents in their respective service areas. The Parties acknowledge that they have the authority to execute this intergovernmental cooperative agreement pursuant to ORS 190.003 to 190.030.
- B. CRW and the City desire to provide water service in an orderly, efficient, non-duplicative manner and as provided for within the City's adopted Water Distribution Master Plan (WMP), and CRW's adopted Water System Master Plan.
- C. The owner and developer (the "Owner/Developer") of certain real property within the City (the "Development") intends to seek development approval for the property. The Development is within the CRW district boundaries and also is within the Oregon City city limits and Oregon City Urban Growth Boundary. CRW has existing infrastructure, system pressure and capacity to serve portions of the Development. As of the date of this Agreement, the City does not have the system pressure needed to serve the Development.
- D. The City's current 2012 WMP, as amended in 2021, is the City's guiding document for the planning of the City's water distribution system to meet both existing and future projected water demands and provides recommendations for a Capital Improvement Program (CIP) for future water infrastructure improvements.
- E. The City's recommended CIP includes water system improvements that will provide expanded service to the city's upper system above 475 feet, including portions of the City's Thimble Creek (Beavercreek Road) Concept Area, as shown on Exhibit A (the "Area"). The Development is within the Area.
- F. The City received voter approval in November 2021 to take on debt to support its water system improvements.
- G. The City has received federal grants and a WIFIA loan to fund design and construction of water infrastructure that will improve the existing water service and provide for water service to the Area. Said loan closed on July 20, 2023, and improvements are anticipated to be completed by 2027 year end.
- H. CRW and the City anticipate that CRW, through the term of this Agreement, will have

system capacity to provide interim water service to development within a portion of the Area in accordance with Section 6 (Flow Rates), listed hereinafter. The location and manner of connection from CRW's system to City infrastructure in the Area will be established in a Memorandum of Understanding approved by the City's City Manager and CRW's General Manager (the "MOU").

- I. This Agreement sets forth the intention of the Parties regarding CRW's provision of interim water service to the City in order to allow the City to serve development in the Area.
- J. The Parties will coordinate agency review and oversight of the third-party design and construction of the Owner/Developer required infrastructure necessary to accomplish the purposes of this Agreement as provided in the MOU.

NOW, THEREFORE, the premises being in general as stated in the foregoing recital, IT IS AGREED by and between the Parties hereto as follows:

1. **EFFECTIVE DATE:** This Agreement shall take effect on _____, 2023, and shall remain in effect until the earlier of December 31, 2028, or the date on which the City is able to serve the Area through a connection to the City's water system. The term of this Agreement may be extended by mutual written agreement of the parties, which shall be requested by City in writing no later than 180 days prior to the expiration of the term.
2. **COORDINATION:** The Parties hereby establish a cooperative approach to managing activities related to the provision of water to the Area, including infrastructure and capital planning, building and construction permitting, construction plan review, and final construction and acceptance. Without limitation:
 - a. CRW is responsible for approval and coordination with the City and Owner/Developer on construction and connection requirements associated with providing water service from CRW's water system to the Development.
 - b. All costs associated with a connection to CRW's water system to serve the Development, including without limitation design review and inspection fees, will be paid by City and in accordance with CRW adopted payment policies.
 - c. The City shall require Owner/Developer to construct the intertie (the "Intertie") and appurtenances as further identified in the MOU at Owner/Developer's cost.
 - d. Upon complete construction by the Owner/Developer, and acceptance of the Intertie by the City and CRW, CRW shall own, operate, and maintain the Intertie and associated appurtenances, and the City shall own, operate, and maintain the water transmission main beyond the Intertie.
 - e. The City is responsible for the collection and administration of Oregon City Water System Development Charges and South Fork Water Board System Development

Charges generated in the Development.

- f. The City shall require the Owner/Developer to obtain all necessary permits and governmental approvals for constructing the said infrastructure, including applicable permits from Clackamas County for construction of any infrastructure within Beavercreek Road public right-of-way, the coordination with CRW for CRW's technical plan approval(s), permitting approvals, and construction inspections as applicable for the Intertie, and all necessary permits and approvals from the City.
 - g. The City shall provide timely notice to CRW, and furnish materials for review, when the City receives submittals for design phase and final construction plans and building application(s) for the said infrastructure, being the Intertie, appurtenances, and related water main.
 - h. The City shall require the Owner/Developer to provide relevant developer submittals, including without limitation submittals related to Intertie materials and schedules, to CRW for review/concurrence, as applicable.
 - i. The City shall provide timely notice to CRW, including the opportunity to attend water system design, preconstruction, or construction meetings with Owner/Developer.
 - j. The City shall provide CRW at least thirty (30) days' advance written notice of the day it will begin serving the Development through a connection to the City's water system.
 - k. If the City and CRW agree the Intertie should be decommissioned, all costs for the decommissioning, abandonment, and removal of a relevant connection to CRW's water system shall be paid by the City at the time the connection is no longer necessary to effectuate this Agreement. The City's agreement that the Intertie should be decommissioned shall not be unreasonably withheld. The obligations in this paragraph will survive the expiration of this Agreement.
 - l. The City shall initiate withdrawal of the Development property from the CRW district pursuant to ORS 222.524 no later than six (6) months after it begins providing water to the Development through a connection to the City's water system.
 - m. All provisions in this Section 2 relating to the Owner/Developer and the Development shall apply to any other owner/developer and development provided water within the Area pursuant to this Agreement, including the use of a memorandum of understanding to determine the manner and location of the connection between the Parties' water systems.
3. **SUPPLY OF WATER:** During the term of this Agreement and pursuant to its terms and conditions, CRW agrees to wheel to and provide a supply of potable water to the City in the amount necessary to allow the City to serve the Area with sufficient water as defined in Section 6.

4. **LIMITATION OF SUPPLY:** The Parties understand and agree that CRW anticipates a supply of water sufficient to furnish the City with water service at the Intertie and allow the City to serve a portion of the Area based on the flow rates described in Section 6 of this Agreement. For purposes of this Agreement, water provided to the City by CRW is considered to be available from CRW's Beaver Creek Pressure Zone. In the event CRW is unable to furnish a sufficient supply of water to the City during the term of this Agreement, CRW shall give reasonable notice to the City and it is agreed that CRW shall not be held liable on account of any such inability or related curtailment. The City may, at its discretion, obtain and use water from the City's distribution system maintained by the City or from other sources at any time during the term of this Agreement, with reasonable notice to CRW.

5. **SERVICE REDUCTION:** CRW agrees to exercise reasonable diligence and foresight to repair and replace its distribution system to maintain water volume, pressure and flows, as CRW is currently able to provide. The estimated normal flow rates and emergency fire flow rate are described in Section 6 below. If a general emergency or water shortage requires restriction on the delivery of water, then general restrictions placed upon deliveries to the City shall be determined per CRW's current *Water Management and Conservation Plan*.

6. **FLOW RATES:** The following estimated increased flow rates are based on the flow rates CRW currently is able to provide pursuant to its water system hydraulic model, including any limitations, and shall be deemed to be sufficient for the purposes of this Agreement:
 - Estimated Average Daily Demand (ADD) gallons per minute = 40
 - Estimated Maximum Daily Demand (MDD) gallons per minute = 110
 - Fire Flow Requirement = 1,500 gpm @ 20 psi

7. **RATES AND CHARGES:** The City shall be billed monthly for the water sold under this Agreement, and payment shall be made within 30 days of billing.
 - a. The wholesale rate paid for water passing through the Intertie shall be based on the rate charged to CRW by South Fork Water Board (SFWB) plus CRW O&M Rate of \$1.236 per ccf established on January 1, 2023. The portion of the wholesale rate based on the rate charged to CRW by SFWB will be adjusted the month following any adjustment to the SFWB rate. The O&M Rate will be adjusted annually effective on January 1 based on the ENR CCI for Seattle for the prior September.

 - b. The City shall pay CRW a charge of \$1,000 per initial service connection within the Area while this Agreement is in effect, due and payable within sixty (60) days after a customer is connected to water service for the first time. To facilitate this charge, the City will provide CRW with a quarterly report identifying all customers connected to water service for the first time.

 - c. The charge set out in Paragraph 7(b) of this Agreement shall increase to \$1,750 per initial service connection beginning five (5) years following the effective date of this

Agreement. By way of clarification, this Paragraph 7(c) will not become effective unless the Agreement is extended by mutual agreement of the parties as provided in Section 1 of this Agreement.

8. **TIMELINE:**

The Parties agree to develop a timeline for each of the respective construction obligations outlined in this Agreement that is mutually agreeable to all Parties. It is anticipated that the Development's projected phased development and water demand will begin in the summer of 2025.

The City has received grants and loans to fund design and construction of water infrastructure that will improve the existing water service and provide for water service to the Area. Oregon City's water system improvements are anticipated to be completed in 2027.

9. **RESPONSIBILITIES CONCERNING CONNECTION AND METER(S):** CRW

agrees that if an Intertie meter is required by the MOU, said meter shall be checked and its accuracy certified annually by a qualified meter technician at the expense of CRW. Should the meter at any time fail to accurately measure the water passing through said meter, the charge for such water delivered during the time the meter is not properly functioning shall be based on an estimate by CRW that considers records for City usage for the period out of service. The City will provide CRW with customer water use information for the period the meter was not functioning. CRW agrees to notify the City prior to repairing the meter and to repair the meter expeditiously. The City or its agents shall contact CRW for access to the metering vault, as needed. CRW and the City further agree that any new system interconnection, or replacements of existing system interconnections, shall require the prior approval of CRW and the City. This obligation will survive the expiration of this agreement until a time when an Intertie meter is no longer needed.

10. **LIMITATIONS ON LIABILITY:** No liability on behalf of the CRW or its officers, directors, employees or agents shall arise from any curtailment or interruption of service consistent with the terms of this Agreement. The City agrees to defend, indemnify and hold CRW harmless for claims brought by or through the City's customers for damage of any nature resulting from such curtailment or interruption of service except for claims attributable to negligence by CRW or the deliberate action by CRW contrary to the terms of this Agreement.

11. **MAINTENANCE:** CRW shall own, operate, maintain, repair and replace all water system facilities necessary to furnish water to the Intertie. CRW shall impose no charges other than established pursuant to Section 7.

12. **AMENDMENT PROVISION:** The terms of this Agreement may be amended or supplemented by a mutual agreement of the Parties. Any amendments or supplements shall be in writing, shall refer specifically to this Agreement, and shall be executed by the Parties.

13. **DISPUTE RESOLUTION:** The Parties hereby agree that resolution of any and all disputes arising out of the terms of this Agreement or interpretation thereof shall follow a prescribed process beginning with negotiation and subsequently moving to mediation, provided the dispute remains unresolved. Within thirty (30) days following receipt of written notice regarding a dispute, the Parties shall assign a representative to participate in good faith negotiations for a period not to exceed sixty (60) days.
- a. If after the sixty (60) day period of negotiation (or a period not to exceed ninety (90) days following the original date of receipt of notice regarding the dispute), the dispute(s) cannot be resolved, the Parties agree to submit the matter to non-binding mediation. The Parties shall attempt to agree on a mediator in a period not to exceed thirty (30) days (or a period not to exceed one hundred twenty (120) days following the original date of receipt of notice regarding the dispute) and proceed accordingly.
 - b. After exhaustion of the preceding processes, either Party may initiate litigation in the Circuit Court of the State of Oregon for Clackamas County. Moreover, each Party shall bear its own legal and expert witness fees at all stages of the dispute resolution process, including at trial or on any appeals. In addition, nothing shall prevent the Parties from waiving any of the steps by mutual consent.
 - c. The Parties agree that the service and commodity provided by CRW pursuant to this Agreement is a special contract service and is not provided by CRW as a common utility service.
14. **OTHER NECESSARY ACTS:** The Parties shall execute and deliver to each other all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
15. **SEVERABILITY:** If one or more of the provisions contained in this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall continue in full force and effect.
16. **NOTICES:** Any notice herein required or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the Parties as follows:

Clackamas River Water:
 General Manager
 Clackamas River Water
 PO Box 2439
 Clackamas, OR 97015

Oregon City:
 City Manager
 City of Oregon
 City 625 Center Street
 Oregon City, OR 97045

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

17. **NO THIRD-PARTY BENEFICIARIES:** The Parties to this Agreement 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.
18. **NONWAIVER:** Failure by any Party at any time to require performance by the other Party of any of the provisions of this Agreement shall in no way affect such Party's rights hereunder to enforce the same, nor shall any waiver by either Party of the breach of this Agreement be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.
19. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
20. **COMPLIANCE WITH LAWS:** In connection with their activities under this Agreement, both Parties shall comply with all federal, state, and local laws, comprehensive plans and ordinances applicable to this Agreement, or any work performed pursuant to this Agreement.
21. **INDEMNIFICATION:** To the maximum extent permitted by law and subject to the limitations of the Constitution and laws of the State of Oregon regarding units of local government, the Parties shall hold harmless, defend, and indemnify each other, its governing bodies, officers and employees, from any claims for damages to property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by the indemnitor's negligent performance or negligent failure to perform under this Agreement.
22. **ASSIGNMENT:** Neither Party may assign this Agreement, in whole or in part, or any right or obligation hereunder, without written approval of the other Party, which shall not be unreasonably withheld.
23. **BINDING EFFECT:** The covenants, conditions, and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the successors of the Parties hereto.
 - a. The City and CRW represent that the person signing this Agreement on each Party's behalf is duly authorized to bind it to the terms of this Agreement.
 - b. Successors and Assigns. All the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective legal representatives, successors and assigns.
24. **COUNTERPARTS:** This Agreement may be executed in several counterparts, all of which taken together constitute the Agreement and is binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals as of the date and year herein above written.

The Board of Commissioners of Clackamas River Water has acted in this matter and the Agreement is approved by its Board on the 14 day of September, 2023.

The City of Oregon City has adopted the Agreement by its City Commission on the ___ day of _____, 2023.

CLACKAMAS RIVER WATER

Sheryl French

CITY OF OREGON CITY

ATTEST

ATTEST

[Signature]

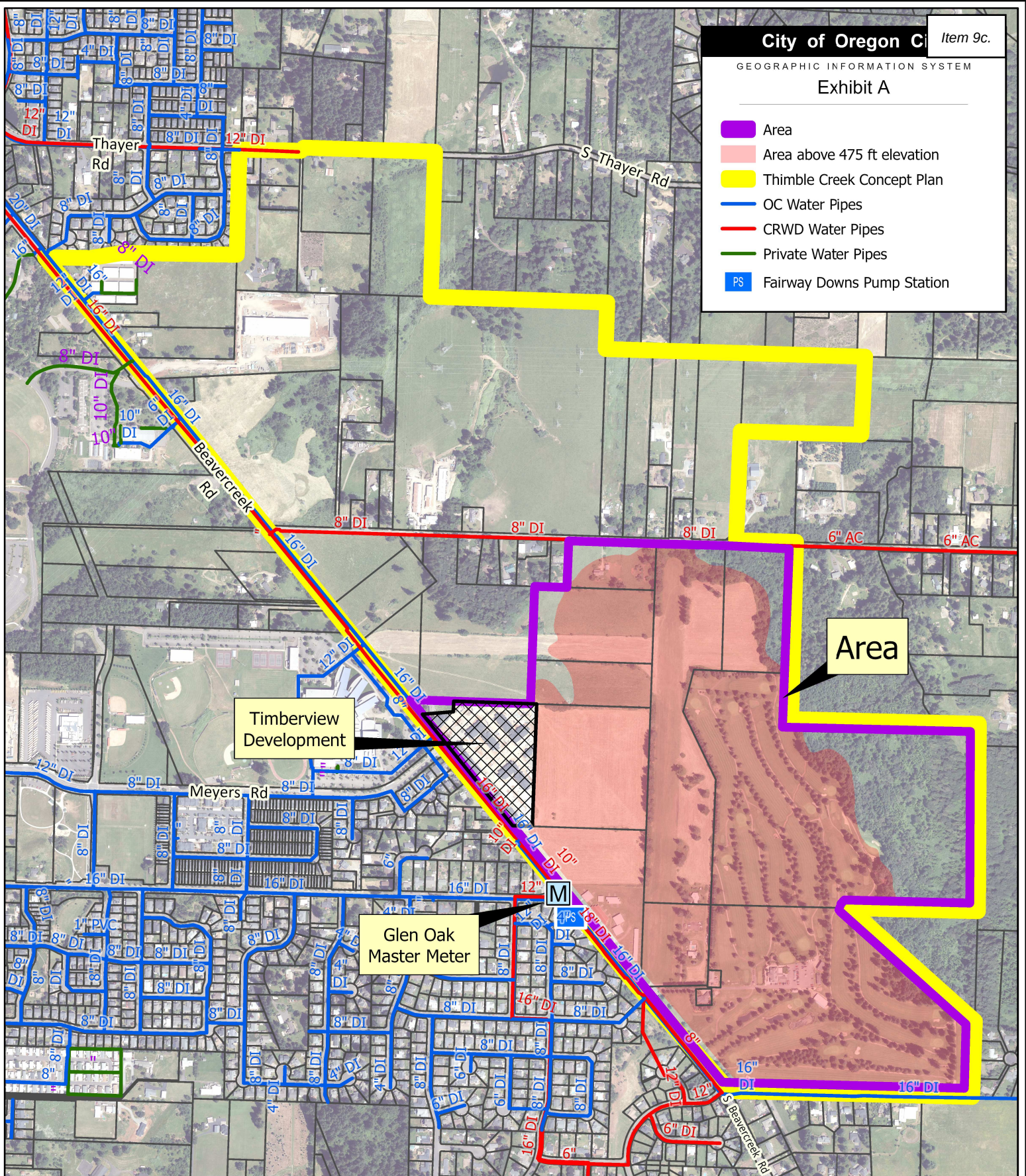
APPROVED AS TO FORM

APPROVED AS TO FORM

Charles Stig
General Counsel

Exhibit A

- Area
- Area above 475 ft elevation
- Thimble Creek Concept Plan
- OC Water Pipes
- CRWD Water Pipes
- Private Water Pipes
- PS Fairway Downs Pump Station



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



0 500 1,000 Feet

1 inch = 900 feet

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





CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 10/04/2023

SUBJECT:

City Commission 2021 – 2023 Goals Update

STAFF RECOMMENDATION:

Presentation to update the City Commission on the status of the 2021-2023 City Commission goals and priority projects.

EXECUTIVE SUMMARY:

The City Commission has requested a quarterly update on the status of the Commission goals. The City Commission 2021-2023 Goal summaries are attached as an update and for review.

ESTIMATED COMPLETION DATES FOR 2021-23

GOALS AND STRATEGIES

City of Oregon City

Last updated June 2023

Folder of UPDATES

Goal	ASSIGNED	PROGRESS	START	END	Latest Update
Goal 1 - Promote Diversity, Equity and Inclusion for a Safe, Inclusive Community and Organization					
1.1 Develop a comp. internal and external DEI framework	HR/City Manager	100%	6/1/2021	5/31/2023	Goal 1.1 Website Link
1.2 Create a community task force to guide external DEI work	HR/City Manager	100%	7/1/2021	3/31/2023	Goal 1.2 Website Link
1.3 Evaluate internal policies, procedures to reduce barriers	HR/City Manager	100%	9/1/2021	6/30/2023	Goal 1.3 Website Link
Goal 2 - Invest in Current and Future Capital Needs for Safe, Sustainable Infrastructure and City Services					
2.1 Prioritize projects in the transportation master plan	Public Works	100%	9/1/2021	8/31/2022	Goal 2.1 Website Link
2.2 Complete analysis to identify deferred maintenance	Parks and Recreation	100%	5/1/2021	12/31/2021	Goal 2.2 Website Link
2.3 Review SDCs and utility rates to strike a balance	Public Works	100%	5/1/2021	10/31/2021	Goal 2.3 Website Link
2.4 Prioritize the implementation of the IT Strategic Plan	IT/City Manager	100%	5/1/2021	6/30/2023	Goal 2.4 Website Link
2.5 Complete Parks master plan and update System Dev. Fees	Parks and Recreation	95%	10/1/2021	9/30/2023	Sept 2023 Goal 2.5 Website Link
2.6 Assess the comm. infrastructure and equipment	Economic Development	95%	9/1/2021	6/30/2023	Sept 2023 Goal 2.6 Website Link
2.7 Develop a citywide facility master plan	City Manager	50%	7/1/2022	12/31/2022	Sept 2023 Goal 2.7 Website Link
Goal 3 - Improve the City's Engagement Efforts to Reach the Broader Oregon City Community and Inform the Policy Process					
3.1 Refine and improve the engagement strategy	City Manager/Communications	100%	7/1/2021	9/13/2023	Sept 2023 Goal 3.1 Website Link
Goal 4 - Adopt and Implement a Homelessness Strategy for Oregon City					
4.1 Formalize our internal strategy	Police	100%	7/1/2021	12/31/2021	Goal 4.1 Website Link
4.2 Develop partnerships with other local and regional govts	Police	100%	12/1/2021	12/31/2022	Goal 4.2 Website Link
Goal 5 - Promote Tourism and Support Economic Development to Foster Community Sustainability					
5.1 Prioritize and implement the Citywide Ec Dev Strategy	Economic Development	100%	7/1/2021	6/30/2023	Sept 2023 Goal 5.1 Website Link
5.2 Determine implementation of 2020 Urban Renewal Study	Economic Development	100%	5/1/2021	10/31/2021	Sept 2023 Goal 5.2 Website Link
5.3 Implement the Tourism Strategy	Economic Development	100%	7/1/2021	6/30/2023	Sept 2023 Goal 5.3 Website Link
5.4 Determine the City's role in supporting comm. events	Economic Development	100%	7/1/2021	12/31/2021	Sept 2023 Goal 5.4 Website Link
Goal 6 - Support Diverse Housing Options in Oregon City					
6.1 Prepare a plan to identify and implement housing	Planning	on hold	7/1/2022	9/30/2023	Goal 6.1 Website Link
6.2 Update our code to provide add. housing opportunities	Planning	100%	7/1/2021	12/31/2023	Sept 2023 Goal 6.2 Website Link
Goal 7 - Support Improvements and Partnerships that Contribute to our Hometown Feel and Showcase Oregon City's Unique Community Identity					
7.1 Determine and establish relationships with the Tribes	Planning/Public Works	75%	5/1/2021	6/30/2023	Sept 2023 Goal 7.1 Website Link
7.2 Enhance partnerships with agencies and organizations	Economic Development	100%	9/1/2021	6/30/2022	Sept 2023 Goal 7.2 Website Link
7.3 Promote the arts as a focus of community identity	Economic Development	100%	8/1/2021	6/30/2023	Sept 2023 Goal 7.3 Website Link
7.4 Use art to attract and engage more community members	Economic Development	Ongoing	10/1/2021	6/30/2023	Sept 2023 Goal 7.4 Website Link
Goal 8 - Protect and Preserve our Environmental Health and Natural Resources					
8.1 Develop a climate action plan	Planning/City Manager		10/1/2022	12/31/2023	Goal 8.1 Website Link

Moving to 23-25

Moving to 23-25

Moving to 23-25

2021-2023 Commission Goals and Strategies



Item a.

September 2023 UPDATE

Department Contact:	Kendall Reid	Date:	9/6/2023
Percentage Complete:	95%	Target Completion:	9/30/23

Goal 2, Strategy 2.5 - Complete Parks Master Plan and Update System Development Fees

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

THE MASTER PLAN WILL PROVIDE A VISION FOR DEVELOPMENT, MAINTENANCE, AND OPERATION OF THE ENTIRE PARK SYSTEM. IT WILL PROVIDE SPECIFIC TOOLS AND GUIDANCE FOR ACHIEVING THE GOALS AND SPECIFIC ACTION ITEMS ENVISIONED BY CITY STAFF AND THE COMMUNITY AT LARGE. IT WILL PROVIDE AN INVENTORY OF EXISTING PARKS AND RECREATION FACILITIES; FINDINGS FROM THE PLANNING PROCESS AND COMMUNITY ENGAGEMENT; VISION STATEMENT, GOALS, AND RECOMMENDATIONS FOR SYSTEM-LEVEL AND PARK SPECIFIC IMPROVEMENTS; PARK LAND ACQUISITION STRATEGY; SUGGESTED FUNDING STRATEGY. THE PROCESS WILL TAKE APPROXIMATELY 24 MONTHS TO COMPLETE, AND WE WOULD WORK WITH A CONSULTANT TO COMPLETE THIS PLAN.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

- WE ARE CURRENTLY WORKING ON:
 - COLLABORATING WITH SDC METHODOLOGY PROCESS
 - JOURNEY-MAPPING MODELS
 - FINAL DRAFT OF MASTER PLAN
- CONSULTANT PRESENTED TO YAC -AUGUST 14TH
- CONSULTANT PRESENTED TO CIC – AUGUST 7TH
- HAPPIFEET APP LAUNCHED AND MARKETING IN PARKS
- CONSULTANT PRESENTED UPDATE TO CITY COMMISSION – JULY 11TH
- CULTURE TRAINING WITH PARKS AND RECREATION STAFF – JULY 11TH
- PUBLIC ENGAGEMENT EVENT – JULY 10TH AT CITY HALL
- CONSULTANT PRESENTED TO PRAC – JUNE 22ND
- COMPREHENSIVE PLAN DRAFT PRESENTED TO PARKS DEPARTMENT – JUNE 2023
- MET WITH CONSULTANT TO DISCUSS FINAL DRAFT OF PLAN – MAY 21ST
- FINANCIAL ANALYSIS AND DEVELOPMENT OF A FUNDING PLAN – MARCH 2023
- MET WITH CONSULTANT TO DISCUSS ONLINE SURVEY RESULTS – FEBRUARY 17TH
- UPDATED PROJECT PLAN RECEIVED FROM CONSULTANT FEBRUARY 3RD
- UPDATE PROVIDED TO PRAC ON JANUARY 26TH
- HELD SECOND PUBLIC ENGAGEMENT MEETING AT CITY HALL – JANUARY 23RD
- 2-DAY DEPARTMENT COLLABORATION ON STRATEGY DEVELOPMENT AND FUTURE VISION – JANUARY 23-24TH
- PUBLIC ENGAGEMENT MEETING – DECEMBER 5TH AT ROBERT LIBKE AT 6 PM

- **STRATEGIC PLANNING MEETING – DECEMBER 5TH & 6TH AT CITY HALL**
- **UPDATE PROVIDED TO PRAC ON DECEMBER 1ST**
- **UPDATE PROVIDED TO CITY COMMISSION ON NOVEMBER 16TH**
- **ONLINE SURVEY WAS COMPLETED ON OCTOBER 10TH**
- **STATISTICALLY VALID SURVEY WAS COMPLETED ON SEPTEMBER 26TH**
- **ETC SURVEY WAS MAILED TO ALL OREGON CITY RESIDENTS ON AUGUST 6TH AND THE ONLINE SURVEY GOES LIVE AUGUST 22ND AND CLOSES ON SEPTEMBER 30TH.**
- **FIRST PUBLIC ENGAGEMENT MEETING ON JUNE 2ND TO INTRODUCE CONSULTANT TO THE CITY AND OUTLINE PROJECT TIMELINE. GATHERED FEEDBACK FROM ATTENDEES ABOUT WHAT THEY WANT TO SEE IN OREGON CITY PARKS.**
- **ONSITE VISIT AND STAKEHOLDER INTERVIEWS TOOK PLACE JUNE 1 -2ND**
- **PARKS MASTER PLAN WEBSITE WENT LIVE ON MAY 16TH**
- **THE PARKS MASTER PLAN CONTRACT WAS APPROVED ON APRIL 6TH**
- **AN INTENT TO AWARD WAS POSTED ON MARCH 16TH. PROS CONSULTING LLC HAS BEEN CHOSEN AS THE FIRM WHOM WE WILL BE WORKING WITH FOR THE PARKS MASTER PLAN.**
- **AN RFP WAS ISSUED TO SEEK A CONSULTANT TO UPDATE THE PARKS MASTER PLAN IN DECEMBER 2021.**
- **AN RFP WAS PUBLISHED AND WE ARE SEEKING PROPOSALS FOR THE PARKS MASTER PLAN. PROPOSALS ARE DUE ON FEBRUARY 4TH. WE WILL REVIEW THE RECEIVED PROPOSALS AND CHOSE AN APPROPRIATE CONSULTANT TO MOVE FORWARD WITH. AN EXPECTED ANNOUNCEMENT OF THE WINNING PROPOSAL WILL HAPPEN ON FEBRUARY 18TH.**

2021-2023 Commission Goals and Strategies



Item a.

September 2023 UPDATE

Department Contact:	Economic Development	Date:	9/21/2023
Percentage Complete:	95%	Target Completion:	6/30/2023

Goal 2, Strategy 2.6 Assess the Communication Infrastructure and Equipment

STRATEGY TO ESTABLISH COMMUNITY -WIDE FIBER OPTIC CONNECTIVITY TO HOMES AND BUSINESSES THROUGHOUT OREGON CITY.

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

- COMPLETE INTERNAL REVIEW OF DRAFT FINAL REPORT
- PRESENT TO CITY COMMISSION FOR REVIEW AND DIRECTION.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

- STAFF IS DEVELOPING ITS RECOMMENDATIONS FOR CITY COMMISSION'S REVIEW.
- STAFF MANAGEMENT HAVE BEEN GIVEN ACCESS TO THE FINAL DRAFT REPORT AND ARE BEING ASKED TO PROVIDE THEIR COMMENTS AND INPUT BEFORE IT IS SUBMITTED TO THE CITY COMMISSION.
- COMPLETED CITY-WIDE SURVEY TO UNDERSTAND HOW MUCH IMPORTANCE RESIDENCE AND BUSINESSES PLACE ON HIGH-SPEED BROADBAND CONNECTIVITY. COMPLETED SURVEYS WERE RECEIVED FROM 407 RESIDENTIAL PARTICIPANTS. 92% SAID THAT ACCESS TO AFFORDABLE BROADBAND IS AS ESSENTIAL AS OTHER UTILITIES
- INITIAL DRAFT INTERIM REPORT WITH RECOMMENDATIONS WAS SUBMITTED BY THE CONSULTANT TO THE ECONOMIC DEVELOPMENT DEPARTMENT FOR REVIEW
- PROMOTED THE STUDY TO THE PUBLIC VIA WEEKLY AND QUARTERLY OREGON TRAIL NEWS
- MAGELLAN ADVISORS WAS CHOSEN AS THE FIBER OPTICS STUDY CONSULTANT
- DETERMINED THAT FUNDING FOR BROADBAND CONSULTANTS TO CONDUCT THE FIBER-OPTIC FEASIBILITY STUDY IS ELIGIBLE UNDER THE AMERICAN RESCUE PLAN ACT
- RECEIVED INFORMATION FROM ANOTHER CITY WITHIN OREGON ON THEIR APPROACH TO ESTABLISHING FIBEROPTIC CONNECTIVITY WITHIN THEIR CITY
- STAFF HAS BEGUN DRAFTING AN RFP TO ENGAGE BROADBAND CONSULTANTS
- RFP COMPLETED AND DISTRIBUTED TO BROADBAND CONSULTANTS
- DEADLINE TO RECEIVE RFPS BACK FROM BROADBAND CONSULTANTS IS NOV. 19TH
- DISTRIBUTED 4 RFPS TO VARIOUS BROADBAND CONSULTANTS ONLY RECEIVED ONE BACK
- STAFF WILL MEET THE WEEK OF DEC 6, 2021, TO REVIEW THE PROPOSAL
- WILL BE ENTERING INTO A CONTRACT WITH MAGELLAN ADVISORS IN FEBRUARY. CONTRACT WILL BE ON FEBRUARY 2, 2022, CITY COMMISSION CONSENT AGENDA.
- HAVE REGULAR PROJECT MEETINGS WITH MAGELLAN ADVISORS

2021-2023 Commission Goals and Strategies

Job Category



Item a.

September 2022 UPDATE			
Department Contact:	Tony Konkol	Date:	9/25/2023
Percentage Complete:	50%	Target Completion:	12/2023
Goal 2, Strategy 2.7 Develop a citywide facility master plan			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) • A DRAFT OREGON CITY 20-YEAR MASTER PLAN SITE ASSESSMENT AND NEEDS STUDY IS IN REVIEW. • PREPARING/SCHEDULING PROGRAMMING WORKSHOPS WITH DEPARTMENT STAKEHOLDERS. • FACILITY VISITS HAVE BEEN COMPLETED AT SELECTED SITES. • THE FACILITIES MASTER PLAN WILL EVALUATE THE CITY'S EXISTING FACILITIES AND PROVIDE A 20-YEAR MASTER PLAN THAT WILL CONSIST OF STRATEGIES, SUSTAINABILITY OPPORTUNITIES, BUDGET ESTIMATES, BUILDING SPACE AND SQUARE FOOTAGE ALLOCATION NEEDS, AND SCHEDULES THAT REFLECT CITY GOALS AND FUTURE NEEDS TO SUPPORT THE COMMUNITY. • THE FOLLOWING BUILDINGS WILL BE INCLUDED IN THE FACILITIES MASTER PLAN: PUBLIC WORKS – CENTER STREET, CITY HALL, COMMUNITY DEVELOPMENT BUILDING, END OF THE OREGON TRAIL INTERPRETIVE CENTER, ERMATINGER HOUSE, PUBLIC WORKS OPERATION FACILITY – FIR STREET, 7TH STREET FIRE STATION, LIBRARY, PIONEER COMMUNITY CENTER, OREGON CITY POOL, TRAIN DEPOT, ROBERT LIBKE PUBLIC SAFETY FACILITY, MT. VIEW RESERVOIR FACILITY, BUENA VISTA HOUSE, AND MT. VIEW CEMETERY. STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) • SELECTION OF CONSULTANT WAS DETERMINED. • Oregon City contracted with Scott Edwards Architecture LLP (SEALLP). • Facilities Master Plan was finalized and submitted to the City Manager from SEALLP. • The site visits will document information (general condition, access, storage, and parking capacity for staff/visitors) and identify the work and public services being provided at each location.			

2021-2023 Commission Goals and Strategies

Job Category



**OREGON
CITY**

Item a.

September 2023 UPDATE

Department Contact:	Jarrod Lyman	Date:	9/8/23
Percentage Complete:	100%	Target Completion:	September 2023

Goal 3 -

3.1 Refine and improve the engagement strategy

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

- Completed the 2023 Communication Strategic Plan

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

- 2023 Communication Strategic Plan

2021-2023 Commission Goals and Strategies



Item a.

September 2023 UPDATE			
Department Contact:	Economic Development	Date:	5/16/2023
Percentage Complete:	100% - Ongoing	Target Completion:	6/30/23
Goal 5, Strategy 5.1 - Prioritize and Implement the Citywide Economic Development Strategy			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) - STAFF PRESENTED THE ECONOMIC DEVELOPMENT STRATEGIC PLAN TO THE CITY COMMISSION DURING A WORK SESSION AND WERE DIRECTED NOT TO BRING THE CITYWIDE ECONOMIC DEVELOPMENT STRATEGY BACK FOR APPROVAL. THE ITEM WOULD BE DISCUSSED FURTHER DURING BUDGET AND STAFF WILL BE HAVING FURTHER DISCUSSION WITH CITY COMMISSION ON THE STRATEGY AS DIRECTED. - MEMBERS OF THE BUDGET COMMITTEE, WHICH INCLUDES CITY COMMISSION MEMBERS, WERE BRIEFED ON THE DEPARTMENT'S ACTIVITIES OVER THE PAST TWO YEARS. THROUGH GENERAL CONSENSUS IT WAS DEEMED THAT THE DEPARTMENT HAS MADE IMPORTANT STRIDES TOWARD ACCOMPLISHING THE COMMISSION'S ECONOMIC DEVELOPMENT-RELATED GOALS.			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) - STAFF HAS STARTED IMPLEMENTING INITIATIVES THAT SUPPORT THE DEVELOPMENT OF A CITY PROCUREMENT PROGRAM (ESTABLISHING A RELATIONSHIP WITH THE NATIONAL ASSOCIATION OF MINORITY CONTRACTORS) - STAFF HAS STARTED IMPLEMENTING INITIATIVES THAT SUPPORT CHILD CARE (CDBG PROGRAM FUNDING) - ECONOMIC DEVELOPMENT STAFF WAS INSTRUMENTAL IN ATTRACTING ADVANTIS COMMUNITY CREDIT UNION HEADQUARTERS TO OREGON CITY, EMPLOYING 210 EMPLOYEES. - STAFF LAUNCHED A NEW ENTREPRENEURIAL TECHNICAL TRAINING PROGRAM DESIGNED TO SUPPORT BUSINESS STARTUPS. "BIZ POD" IS DESIGNED TO ENHANCE THE SUCCESS RATE OF STARTUP BUSINESS VENTURES THROUGH TRAINING AND MENTORSHIP. - THE DEPARTMENTS OF ECONOMIC DEVELOPMENT AND COMMUNITY DEVELOPMENT HAVE PARTNERED TO ESTABLISH AN EDUCATION AND TECHNICAL ASSISTANCE INITIATIVE DESIGNED TO IMPROVE COMMUNICATION AND PERMITTING PROCESSES WITHIN THE COMMUNITY DEVELOPMENT DEPARTMENT AS WELL AS ITS INTERACTION WITH THE COMMERCIAL DEVELOPMENT COMMUNITY. - THE ECONOMIC DEVELOPMENT STAFF WAS SUCCESSFUL IN OBTAINING A \$100,000 GRANT FROM BIZ OREGON TO ESTABLISH A MICRO-ENTERPRISE GRANT PROGRAM FOR EXISTING BUSINESSES WITH 5 OR FEWER EMPLOYEES. - STAFF WAS SUCCESSFUL IN SECURING A \$15,000 GRANT FROM THE NATIONAL LEAGUE OF CITIES TO ESTABLISH A LOCAL PROCUREMENT PROGRAM. - STAFF HAS BEGUN TALKS WITH CLACKAMAS COUNTY ECONOMIC DEVELOPMENT STAFF TO ESTABLISH A PARTNERSHIP DESIGNED TO FURTHER THE IMPACT OF VARIOUS INITIATIVES INVOLVING WORKFORCE, DEVELOPMENT, BUSINESS ATTRACTION, BUSINESS RETENTION, AND CHILDCARE. - OVER 90% OF THE DEPARTMENT'S ECONOMIC DEVELOPMENT STRATEGIC PLAN IS NOW BEING IMPLEMENTED WITH AN EMPHASIS ON BUSINESS RETENTION/ATTRACTION, WORKFORCE DEVELOPMENT, AND CHILDCARE. - STAFF WORKED WITH 25 FIRMS PROVIDING BUSINESS RETENTION SUPPORT 11/4/21CHAMBER OF COMMERCE GEAC WAS SUPPORTIVE OF THE ECONOMIC DEVELOPMENT PLAN 12/6/21 CITIZENS INVOLVEMENT COMMITTEE WAS SUPPORTIVE OF THE ECONOMIC DEVELOPMENT PLAN			

- 1/10/22 STRATEGIC PLAN STEERING COMMITTEE VOTED IN SUPPORT OF THE PLAN
- 2/25/22 CHAIR OF OREGON CITY HERITAGE COORDINATING COMMITTEE WAS SUPPORTIVE
- 3/14/22 PLANNING COMMISSION VOTED IN SUPPORT OF THE PLAN
- LAUNCHED NEW ECONOMIC DEVELOPMENT WEBSITE- WWW.OREGONCITYVBUSINESS.COM
- CREATED OREGON CITY BUSINESS RESOURCE GUIDE, MET WITH TARGET INDUSTRY COMPANIES WITH FOCUS ON LIGHT MANUFACTURING AND HEALTHCARE.
- ESTABLISHED A PRIVATE/PUBLIC PARTNERSHIP WITH CLACKAMAS FEDERAL CREDIT UNION AND THE MICROENTERPRISE SERVICE OF OREGON TO ESTABLISH THE ENTREPRENEURIAL OPPORTUNITY LOAN PROGRAM. PROVIDED BUSINESS TECHNICAL ASSISTANCE TO 15 START-UP BUSINESSES SEEKING EOLP LOANS, ISSUED TWO LOANS.
- DEVELOPED AND IMPLEMENTED AN AGGRESSIVE MARKETING CAMPAIGN CENTERED ON THE EOLP INITIATIVE.
- ESTABLISHED THE TALENT READY INITIATIVE AND LAUNCHED IT ON NOVEMBER 3, 2022
- HELD INITIAL MEETINGS WITH DEPARTMENT HEADS REGARDING THE OREGON CITY OMBUDSMAN PROGRAM. MUTUAL AGREEMENT TO MOVE FORWARD WITH THIS INITIATIVE IN 2023. CURRENTLY WORKING WITH THE COMMUNITY DEVELOPMENT DEPARTMENT TO IDENTIFY A CONSULTANT TO CONDUCT CUSTOMER SERVICE SURVEYS AND FOCUS GROUPS ON THE CITY'S DEVELOPMENT PROCESSES.
- DEVELOPED A BUSINESS RESOURCE GUIDE TO ASSIST WITH BUSINESS RETENTION ACTIVITIES
- PARTICIPATING IN THE NATIONAL LEAGUE OF CITIES CITY INCLUSIVE ENTREPRENEURSHIP PROGRAM, TRACT ON PUBLIC PROCUREMENT. (THIS ALSO CONTRIBUTES TO CITY COMMISSION GOAL 1, STRATEGY 1.3, EVALUATE INTERNAL POLICIES, PROCEDURES, HIRING PRACTICES, PURCHASING, AND CODES TO REDUCE BARRIERS AND SYSTEMIC INEQUITIES.)
- OBTAIN FUNDING FROM THE STATE TO ESTABLISH A MICRO-ENTERPRISE GRANT PROGRAM.
- STAFF IS CURRENTLY DEVELOPING A HIGH-QUALITY SMALL BUSINESS TECHNICAL ASSISTANCE AND EDUCATION PROGRAM FOR STARTUPS.
- STAFF PRESENTED THE OREGON CITY ECONOMIC DEVELOPMENT STRATEGY TO THE STEERING COMMITTEE IN JUNE, 2021
- STAFF PRESENTED THE OREGON CITY ECONOMIC DEVELOPMENT STRATEGY TO THE CITY COMMISSION DURING A WORKSHOP SESSION ON DECEMBER 7, 2021
- STAFF WILL PRESENT THE ECONOMIC DEVELOPMENT STRATEGIC PLAN TO THE PLANNING COMMISSION
- STAFF HAS ALREADY IMPLEMENT VARIOUS INITIATIVES CITED IN THE PLAN:
 1. TALENT READY INITIATIVE (WORKFORCE DEVELOPMENT)
 2. RE-ESTABLISHMENT OF THE OC ARTS COMMISSION, MURAL ARTS CODE, AND PROGRAM GUIDELINES
 3. DESTINATION READY MARKETING CAMPAIGN
 4. RECONSTITUTE URBAN RENEWAL'S PROCESSES
 5. BUSINESS RETENTION & EXPANSION PROGRAM
 6. THE ECONOMIC DEVELOPMENT STRATEGIC PLAN APPROVED BY THE STEERING COMMITTEE
 7. PRESENTED THE DEPARTMENT'S ECONOMIC DEVELOPMENT PLAN BEFORE THE PLANNING COMMISSION
 8. PRESENTED THE DEPARTMENT'S ECONOMIC DEVELOPMENT PLAN TO CITY COMMISSION AGAIN

2021-2023 Commission Goals and Strategies



September 2023 UPDATE

Department Contact:	Aquilla Hurd-Ravich	Date:	9/12/2023
Percentage Complete:	100% Part A; 75% Part B	Target Completion:	6/30/22 Part A; 12/31/23 Part B

Goal 6, Strategy 6.2 – Update Our Code to Provide Additional Housing Opportunities in Oregon City

Important or Relevant Dates/Milestones: (looking ahead at the next 3 months)

- At the conclusion of the 2023 Oregon State Legislative Session, a number of housing bills were passed. Staff recently gave a [land use legislative](#) update to the City Commission which included an update on housing bills.
- The most significant piece of legislation was an Executive Order made by the Governor that established a statewide housing production goal and a Housing Production Advisory Council. The Executive Order also established a goal to produce 36,000 new housing units per year for the next ten years. The Housing Production Advisory Council is charged with identifying recommendations to meet this goal and proposing them for discussion at the 2024 Legislative Session.
- Staff will continue to monitor, comment, and report back to the City Commission on the actions taken by the HPAC. The final recommendations may result in the need for the City to respond to new legislation by way of code changes or other policy implementation measures.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

- Planning Commission discussions began on October 24, 2022 to discuss policy topics that were addressed in spring of 2022 when the Middle housing ordinance was going through public hearings. New ordinances were required by the state to be adopted and effective by June 30, 2022 which did not leave enough time to have discussions about possible policy topics that went beyond minimum compliance with the ordinance
- The planning commission concluded policy discussions in February and met with the City Commission in a joint work session on March 7, 2023 to present the results of this discussion.
- House Bill 2001 passed by the State Legislature in 2019, calls for cities to allow a range of middle housing types, including duplexes, triplexes, quadplexes, townhouses, and cottage clusters in single family neighborhoods. The Planning Commission and City Commission held hearings in the Spring of 2022 to advance code revisions that met the requirements of HB 2001. These code revisions were required to be adopted by June 30, 2022, and effective by July 1, 2022.
- The Housing Choices Code Update adopted amendments to Title 16 (Land Divisions) and Title 17 (Zoning) of the Oregon City Municipal Code in order to permit a greater range of middle housing types, including duplexes, triplexes, quadplexes, townhouses and cottage clusters in residential zones where single-family detached residential units are permitted.
- This code was effective as of July 1, 2022.
- Staff has created new worksheets to stream the submittal, review, and permitting process of middle housing types for applicants and staff.

2021-2023 Commission Goals and Priorities

September 2023 UPDATE

Department Contact:	Planning/Public Works	Date:	3/1/2023
Percentage Complete:	Ongoing	Timeline:	Ongoing

Goal 7, Strategy 7.1 - Determine and Establish Relationships with the Tribes that have a Shared History with Oregon City

IMPORTANT OR RELEVANT DATES/MILESTONES:

- Continual identification of opportunities to improve communication:
 - ongoing meetings
 - Staff continue to meet with staff from CTGR and CTUIR on a monthly basis to ensure open communications
 - Additionally, for all new land use applications, Planning staff send notification to tribal contacts.

Status:

- Confederated Tribes of the Grand Ronde:
 - Staff meets monthly with staff from the Confederated Tribes of Grand Ronde to identify opportunities to increase communication, explore formalizing a government-to-government relationship, and support private development.
 - Staff also continue to meet separately with CTGR regarding redevelopment of the Blue Herron site now called Tumwata Village. Staff visited the site in late May to learn more about the redevelopment plans.
 - The Willamette Falls project team discontinued meeting in March 2022 when it became clear that progress was not being made.
- Confederated Tribes of the Umatilla Indian Reservation
 - Staff meets monthly with staff from the Confederated Tribes of the Umatilla to discuss the Cayuse Five Tribute project. The City Commission authorized \$150,000 towards completion and staff is continuing to support the design and location of the Cayuse Five Tribute.
 - City Commissioners and staff met with CTUIR Board of Trustees in July in support of government to government relations.
 - After this meeting, design work on the Cayuse 5 Tribute was finalized and a presentation was made to the Historic Review Board. Oregon City's Historic Review Board will review a preservation application at the end of September and a separate presentation will be made to the Parks and Recreation Advisory Committee. If the Historic Review approves the application by finding that the McLoughlin Promenade will be not adversely impacted by this project, the final construction drawings and work can begin.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 10/04/2023

SUBJECT:

City Commission 2023 – 2025 goals update

STAFF RECOMMENDATION:

Presentation to update the City Commission on the status of the 2023-2025 City Commission goals and priority projects.

EXECUTIVE SUMMARY:

The City Commission has requested a quarterly update on the status of the Commission goals. The City Commission 2023-2025 Goal summaries are attached as an update and for review.



OREGON CITY COMMISSION GOALS

MISSION

Build a dynamic community that leads the State in safety, economic opportunity, livability, and historic significance.

VISION

Embrace and advance Oregon City's historic role as a regional leader.

2023-25 GOALS

GOAL 1

Create a collaborative environment to promote diversity, equity, and inclusion resulting in a safe, inclusive community and organization.

GOAL 2

Invest in current and future capital needs for safe, sustainable infrastructure and City services.

GOAL 3

Increase engagement efforts to bring more residents into the policy-making process and ensure all neighborhood associations are active with the Citizen Involvement Committee

GOAL 4

Entact homelessness plan and increase public knowledge of the plan and resources available for the homeless while reducing the visual and safety impacts of homelessness in the community.

GOAL 5

Create and promote a tourism infrastructure that doesn't negatively impact neighborhoods and supports economic development to promote a healthy, sustainable local economy.

GOAL 6

Anticipate state mandates and tailor local policies to best fit the needs of the community while balancing public infrastructure investment for current and future residents.

GOAL 7

Protect and preserve our environment and natural resources for a healthy, sustainable community.



COMMISSIONERS

MAYOR

COMMISSIONERS

GOALS AND STRATEGIES 2023-2025

City of Oregon City

Last updated 9/6/23

Folder of UPDATES

[23-25 Biennial Budget City Commission Document](#)

Goals	ASSIGNED TO	PROGRESS	START	END	Links to Recent Update
Goal 1 - Diversity, Equity, and Inclusion/Safe Inclusive Community					
Create a collaborative environment to promote diversity, equity, and inclusion resulting in a safe, inclusive community and organization.					
1.1 Human Resources (General Fund)	HR/City Manager	1%	9/1/2023	12/31/2024	
Goal 2 - Infrastructure/City Services					
Invest in current and future capital needs for safe, sustainable infrastructure and City services.					
2.1 Information Technology (General Fund)	IT/City Manager	25%	9/1/2023	6/30/2025	
2.2 Parks & Planning (including SDC study) (General Fund)	Parks and Recreation	25%	9/1/2023	12/1/2024	
2.3 Capital Projects (Public Works Funds)	Public Works	12%	9/1/2023	ongoing	
2.4 Transportation (Sidewalk and Bike Lane Safety/Infill) (PW Funds)	Public Works	0%	9/1/2023	6/30/2025	
2.5 Transportation (PW Fund Sidewalk Assistance Program)	Public Works	5%	9/1/2023	ongoing	
Goal 3 - Community Engagement					
Increase engagement efforts to bring more residents into the policy-making process and ensure all neighborhood associations are active with the Citizen Involvement Committee					
3.1 City Commission (General Fund for neighborhood association costs)	City Manager/Communications	100%	9/1/2023		
3.2 City Manager (General Fund for Communications Manager and full time Community Engagement Specialist)	City Manager/Communications	5%	9/1/2023	12/31/2023	
Goal 4 - Homelessness					
Entact homelessness plan and increase public knowledge of the plan and resources available for the homeless while reducing the visual and safety impacts of homelessness in the community.					
4.1 Police (General Fund for Homeless Liaison Officer and Behavioral Health Specialist)	Police	10%	9/1/2023	ongoing	
4.2 Parks (General Fund for camp cleanup)	Parks and Recreation/Police	20%	9/1/2023	ongoing	
Goal 5 - Tourism & Economic Development					
Create and promote a tourism infrastructure that doesn't negatively impact neighborhoods and supports economic development to promote a healthy, sustainable local economy.					
5.1 Economic Development (General Fund)	Economic Development	5%	9/1/2023	6/30/2024	
Goal 6 - Housing					
Anticipate state mandates and tailor local policies to best fit the needs of the community while balancing public infrastructure investment for current and future residents.					
6.1 Expand housing choices and develop a housing strategy (Planning Fund)	Planning	25%	9/1/2023	6/30/2025	
Goal 7 - Environment					
Protect and preserve our environment and natural resources for a healthy, sustainable community.					
7.1 Tree Canopy (Planning Fund)	Planning	25%	9/1/2023	6/30/2025	
7.2 National Pollutant Discharge Elimination System (NPDES) requirements/sampling; Water compliance/monitoring (PW Funds)	Public Works	5%	9/1/2023	ongoing	

2023-2025 Commission Goals and Strategies

Job Category



September 2023 UPDATE

Department Contact:	Patrick Foiles, HR Director	Date:	9/2023
Percentage Complete:	1%	Target Completion:	December 2024

Goal 1.1 -Human Resources (General Fund)

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

City staff is preparing a Request for Proposal (RFP) to solicit bids for consultant services. The consultant will provide expertise and guidance through the next phases of DEI initiatives identified in the 2022 DEI Framework. The proposed plan and RFP will be brought to the Commission for discussion in November.

The plan is to ask the consultant to make proposals to guide the city to accomplish the following initiatives:

- Reengage a DEI Community Tasks Force that will provide perspective on the resident experience and act as a consultant when issues face the City of Oregon City.
- Develop a DEI Training Plan to enhance the skills, knowledge, and awareness of all City employees.
- Establish a City employee DEI committee that will serve as an internal action committee and will support future DEI initiatives throughout the City.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

2023-2025 Commission Goals and Strategies

Job Category



September 2023 UPDATE

Department Contact:	Michael Dobaj	Date:	09/25/2023
Percentage Complete:	25%	Target Completion:	06/30/2025

Goal: 2.1 Invest in current and future capital needs for safe, sustainable infrastructure and city services

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

- 11/30 – Implement new City-wide phone system.**
- 11/03 – Complete infrastructure design and network connection to new Azure cloud data center.**
- 11/01 – Compete e-licensing build for Finance.**
- 11/24 – Complete consolidation of city-wide access control to Avigilon.**
- 12/31 – Move all city owned domains to a single registrar including Domain Name Services.**
- 10/30 – Complete migration to OneDrive.**
- 12/31 – Determine next steps to improve City-Wide document management application and processes.**

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

- Created a new billing account and started two new Azure subscriptions, “Production” and “Dev/Test” to begin building the new IT cloud data center.
- Completed Vendor review for new city-wide phone system to include e-faxing capability as well as Text services to support better communication with citizens.
- Implemented 24 X 7 Security Monitoring with CIS as well as deployed best in class Antivirus Protection application CrowdStrike.
- Simplified integration to Office 365 to build a more robust ability to add single sign on capabilities to multiple applications.
- Implemented Multi Factor access control for multiple applications including VPN.
- Started monthly meetings with management to improve IT support and communications.
- Continuing to work with Tyler Technologies to improve support of our primary enterprise program.
- Completed groundwork to begin migration to OneDrive.
- Started discussions on Website Project & Historic Home replacement along with the Bids Site.
- Completed new website migration and go live.

2023-2025 Commission Goals and Strategies

Job Category



September 2023 UPDATE

Department Contact:	Kendall Reid	Date:	9/22/23
Percentage Complete:	25%	Target Completion:	Dec 2024

Goal 2.2 Parks Master Plan and updated System Development Charges

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

Please see 2021-2023 Goal 2, Strategy 2.5. This item is a continuation of the master plan and system development charges update process.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

As we look ahead at the next three months, it's important to take note of significant dates and milestones. The master plan is a crucial document that outlines the clear vision for the development, maintenance, and operation of the city's park system. It provides specific guidance and tools for achieving the goals and action items envisioned by the city staff and the community, including an inventory of existing parks and recreation facilities, findings from the planning process and community engagement, a vision statement, goals, and recommendations for system-level and park-specific improvements, parkland acquisition strategy, and a suggested funding strategy.

We are currently collaborating on SDC methodology processes, journey-mapping models, and finalizing the master plan. We have provided presentations to the Youth Advisory Committee and CIC on August 14th and 7th, respectively. The SDC Methodology Revision process has just begun, while the Master Plan is almost complete at 95%.



2023-2025 Commission Goals and Strategies

Job Category

September 2023 UPDATE

Department Contact:	John Lewis	Date:	Sept. 21, 2023
Percentage Complete:	12%	Target Completion:	Ongoing

Goal 2.3 Capital Projects (Public Works)

Important or Relevant Dates/Milestones: (looking ahead at the next 3 months)

Oregon City Quiet Zone – this project is a federally funded project, and the city is supporting ODOT who is delivering this project. Funding obligations beyond the earmark approval by the legislature take time and process ODOT STIP adoption and Metro MTIP. ODOT/Metro have added the project to the Draft STIP/MTIP, and this was planned for adoption in September 2023. This adoption has yet to happen. Oregon City is working with ODOT for a project IGA which is anticipated to be submitted to the City Commission in the next three months.

Inflow and Infiltration Program – Additional condition Assessment work including 120,000 lineal feet of CCTV and more smoke testing. Design work continues on rehabilitation projects, lateral work on private property is progressing but challenging work. A 2022-23 Flow Monitoring Report is forthcoming. The City Commission should expect to see a variety of program management, design, and construction contracts / amendments seeking approval.

PMUF – Work is underway for an updated 5-year PMUF Plan; staff will complete the 2022-23 annual PMUF Report, and design work will kick off for the 2024 Roadway Reconstruction Program.

WIFIA – The Molalla Avenue 24-inch Transmission Main design work continues and modelling and preliminary design for the Thimble Creek Transmission Main alignment will begin. The Clairmont Area pipe replacement program will be near design completion.

Stormwater – Design and permitting for the Barclay Hills Stormwater Outfall will near completion.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

The City's CIP entails approximately \$55 Million for over 40 projects. These projects as outlined in the 2023-25 Biennial Budget include the Roadway Reconstruction (PMUF) program and 10 other transportation projects, the WIFIA program, which makes up much of the 11 water projects listed, the Inflow and Infiltration Program and 10 other sewer projects, and 4 stormwater projects.

The Inflow and Infiltration Program is moving forward with all phases of projects from information gathering phases, to design phases, to bid procurement phases, to construction phases. This program is very active and on track to accomplish the goals of this program. Some of the preliminary accomplishments include 93,000 lineal feet of TV inspection and 130,000 lineal feet of smoke testing completed, and flow monitoring is ongoing. The Linn Basin project was large enough to split into two projects, both of which are under design.

The WIFA program projects are also moving forward with the Supervisory Control and Data Acquisition (SCADA) project complete and the Molalla Avenue (Mountain View Reservoir to Beaver Creek Road) 24-inch Waterline Project moving forward with the detailed design underway.

The 2023 PMUF projects are nearly complete.

Overall, the Capital Projects Goal is on track with 4 projects complete, 10 projects in the design phase, and 2 currently under construction. I and I Programs, WIFIA Programs and PMUF programs are making strong progress.

2023-2025 Commission Goals and Strategies

Job Category



September 2023 UPDATE

Department Contact:	John Lewis	Date:	Sept. 21, 2023
Percentage Complete:	0%	Target Completion:	June 2025

Goal 2.4 Transportation (Sidewalk and Bike Lane Safety/Infill)

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

CONCEPTUAL DESIGN AND PROJECT SCOPING WILL CONSIDER OPPORTUNITIES FOR 2024.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

THESE SIDEWALK INFILL PROJECTS AND THE FUNDING ALLOCATED IS TYPICALLY PAIRED WITH ANOTHER TRANSPORTATION PROJECT. THE CITY'S PMUF PROGRAM, THE QUIET ZONE PROJECT, MAIN STREET OR NEIGHBORING FACILITY NEEDS THAT PAIR WELL WITH AN EXISTING PROJECT IS OFTEN WHERE THESE FUNDS ARE UTILIZED. THE 2024 CIP WILL UTILIZE THIS BUDGET ITEM TO COMPLETE THE GOAL OF CREATING MORE SIDEWALK AND BIKE LANE INFILL FOR THE COMMUNITY.

2023-2025 Commission Goals and Strategies

Job Category



September 2023 UPDATE

Department Contact:	John Lewis	Date:	Sept. 21, 2023
Percentage Complete:	5%	Target Completion:	Ongoing program

Goal 2.5 Transportation (PW Fund \$400,000 Sidewalk Assistance Program)

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

THIS IS AN ONGOING PROGRAM. FUNDING AUTHORIZATION IS LIMITED TO \$200,000 PER YEAR FOR A BIENNIAL BUDGET OF \$400,000.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

SINCE JULY 2023 THE CITY HAS PROCESSED 4 APPLICATIONS FOR A TOTAL GRANT EXPENDITURE OF \$15,000.

THE PUBLIC WORKS DEPARTMENT WORKS IN COLLABORATION WITH THE CODE ENFORCEMENT DIVISION OF THE POLICE DEPARTMENT FOR TRIP HAZARD COMPLIANCE WHEN PROPERTY OWNERS DO NOT TAKE ACTION ON THEIR OWN. IN THAT REGARD THE CITY IS MAINTAINING 14 CE FILES THAT ARE IN VARIOUS STAGES OF ENFORCEMENT. OF THE 14, 7 CASES ARE MOVING TOWARDS RESOLUTION OR THE PROPERTY OWNERS ARE TAKING POSITIVE STEPS TOWARD RESOLUTION. THE BALANCE OF THE CASES ARE IN VARIOUS FORMS OF UNRESPONSIVE OR NO CONTACT. ALL 14 VIOLATIONS REMAIN ACTIVE CODE ENFORCEMENT CASES.

IN ADDITION TO CODE ENFORCEMENT, PUBLIC WORKS HAS BEEN CONTACTED BY TWO NEIGHBORHOOD GROUPS INTERESTED IN MULTI-AREA SIDEWALK REPAIR PROJECTS AND WE ARE EXPECTING A COUPLE LARGER GRANT REQUESTS.

2023-2025 Commission Goals and Strategies

Job Category



September 2023 UPDATE

Department Contact:	Jarrod Lyman	Date:	9/8/23
Percentage Complete:	5%	Target Completion:	December 2025
Goal 3.2 – Community Engagement			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) • DEC 2023 HIRE NEW COMMUNITY ENGAGEMENT SPECIALIST			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) • APPROVAL OF AN FTE FOR THE COMMUNITY ENGAGEMENT SPECIALIST CAME ON 9/6. THE JOB WAS POSTED THE MORNING OF 9/7. INITIAL TIMELINE HOPES TO HAVE THE REPLACEMENT ON BOARD BY DECEMBER. THIS PERSON WILL THEN TAKE OVER THE LIAISON ROLES WITH YAC AND CIC AND WORK WITHIN THE COMMUNITY TO INCREASE USAGE OF THE ENGAGEMENT TOOLS ON THE WEBSITE.			

2023-2025 Commission Goals and Strategies

Job Category



September 2023 UPDATE

Department Contact:	Shaun Davis	Date:	09/07/2023
Percentage Complete:	10%	Target Completion:	On-going

Goal 4.1 Police (General Fund \$741,000 for Homeless Liaison Officer and Behavioral Health Specialist)

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

- September/October 2023 - learn if we are awarded all or part of the HOWTO grant for Case Manager Position
- November 2023 – start hiring process for Case Manager position.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

- Every month we continue to host our Oregon City Homeless Coordinating Meeting and meet with local and county partners
- May 2023 - Budget Committee approved additional Case Manager for BHU
- June 2023 - Applied for HOWTO (Healthy Oregon Workforce Training Opportunity) Grant for Expansion of the Behavioral Health Unit (i.e., Case Manager Position) & Crisis Intervention Team

2023-2025 Commission Goals and Strategies

Job Category



September 2023 UPDATE

Department Contact:	Kendall Reid/Shawn Davis	Date:	09/11/2023
Percentage Complete:	20%	Target Completion:	On-going
Goal 4.2 Parks (General Fund \$40,000 for camp cleanup)			
IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS) Working with Public Works to sign the City Property near Hwy 213 / Beavercreek Rd. with No Trespassing signs			
STATUS: (WHAT HAS BEEN DONE/IS BEING DONE) - June 2023 – conducted large camp clean up on City Property located near Hwy 213 and Beavercreek Rd. (\$34,752.00) - Allocated funds for 2023-2025 budget years were reduced to \$10,000 each year / \$20,000 for biennium. (Current expenditures - Monthly POD rental for personal property storage, (\$179/mo., \$2,148/yr.) is dedicated to this budget)			

2021-2023 Commission Goals and Strategies

Job Category



September 2023 UPDATE

Department Contact:	Economic Development	Date:	September 13, 2023
	5%	Target Completion:	06/30/24

Goal 5.1 Create and promote a tourism infrastructure that doesn't negatively impact neighborhoods and supports economic development to promote a healthy, sustainable local economy.

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

- Promote the new 2023/2025 round of available funding for City-Sponsored Public Event Program (October 2023).
- Recommend policies and strategies too enable the transferal of tourism activity to a legally organized entity that will serve as a Destination Management Agency ("DMO") to manage and operate tourism program from outside of City Government.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

City-Sponsored

- Still collecting receipts from the 2021/2023 City-Sponsored Public Events
 - DOCA's receipts are still outstanding.
 - Three River Arts Guild receipts are still outstanding.
 - OC Brewing Receipts have been received (Sept 2023)
- Tweaking existing guidelines to require receipts to be turned in by a specific date or event organizer will forfeit the 20% that was held back to ensure that receipts for all eligible costs are accounted for.

Destination Management Organization

- Collecting written documentation from other communities that have operated a DMO

2023-2025 Commission Goals and Strategies

Job Category



September 2023 UPDATE

Department Contact:	Aquilla Hurd-Ravich	Date:	September 12, 2023
Percentage Complete:	25%	Target Completion:	June 30, 2025

Goal 6- Housing Anticipate state mandates and tailor local policies to best fit the needs of the community while balancing public infrastructure investment for current and future residents.

6.1 Expand housing choices and develop a housing strategy

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

- At the conclusion of the 2023 Oregon State Legislative Session, a number of housing bills were passed. Staff recently gave a [land use legislative](#) update to the City Commission which included an update on housing bills.
- The most significant piece of legislation was an Executive Order made by the Governor that established a statewide housing production goal and a Housing Production Advisory Council. The Executive Order also established a goal to produce 36,000 new housing units per year for the next ten years. The Housing Production Advisory Council is charged with identifying recommendations to meet this goal and proposing them for discussion at the 2024 Legislative Session.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

- Staff will continue to monitor, comment, and report back to the City Commission on the actions taken by the HPAC. The final recommendations may result in the need for the City to respond to new legislation by way of code changes or other policy implementation measures.
- Apply for a grant from DLCD that would a code amendments to further refine clear and objective criteria.



2023-2025 Commission Goals and Strategies

Job Category

September 2023 UPDATE

Department Contact:	Aquilla Hurd-Ravich	Date:	September 12, 2023
Percentage Complete:	25%	Target Completion:	June 30, 2025

**Goal 7 Protect and preserve our environmental and natural resources for a healthy, sustainable community;
7.1 Focus efforts on preserving and protecting the City's Tree Canopy**

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

The City's contract with Friends of Trees helps to preserve and protect the City's tree canopy by offering education and volunteer events.

- A pruning workshop is tentatively scheduled for October 14, 2023
- Also tentatively scheduled is a Friends of Trees volunteer planting event on November 4, 2023.

October 11, 2023:

- The Natural Resource Committee will discuss the initiation of a program to identify Ash Trees in City right-of-way or on City owned property. The purpose of this inventory is to devise a strategy in case the pest Emerald Ash Borer lands in Oregon City and begins to kill City trees.
- Staff has begun researching and collecting data to help facilitate this volunteer effort and will present the information to the NRC at their October meeting.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

- The Natural Resource Committee identified several activities in their work plan that support a healthy tree canopy:
 - *Support and promote volunteer participation for a public tree inventory for city properties, parks, street trees, school properties and other public lands.*
 - *Communicate with Neighborhood Associations, Citizen Involvement Commission and the Business Community. NRC members will promote programs such as the heritage tree program, arbor day, etc. through presentations to other groups and boards.*
 - Community Development staff will continue to support the NRC and their efforts as a means to achieve the Commission's goal.

2023-2025 Commission Goals and Strategies

Job Category



September 2023 UPDATE

Department Contact:	John Lewis	Date:	Sept. 21, 2023
Percentage Complete:	5%	Target Completion:	Ongoing Program

Goal 7.2 National Pollution Discharge Elimination System (NPDES requirements/sampling)

IMPORTANT OR RELEVANT DATES/MILESTONES: (LOOKING AHEAD AT THE NEXT 3 MONTHS)

NOVEMBER 1, 2023 – PROVIDE THE CITY COMMISSION WITH AN ANNUAL PRESENTATION REGARDING THE CITY'S STORMWATER PROGRAM, MUNICIPAL STORMWATER POLLUTION PREVENTION ACTIVITIES, AND BEST PRACTICES FOR RESIDENTS TO PREVENT STORMWATER POLLUTION.

NOVEMBER 2023 – ALIGNED WITH THE CITY'S WINTER WEATHER RESPONSE PLAN, DEVELOP A SOP FOR THE CITY'S ROAD MAINTENANCE STRATEGY TO DOCUMENT MATERIAL SELECTION, STORAGE, PROPER APPLICATION (TIMING AND RATES), COLLECTION AND REUSE OPPORTUNITIES.

DECEMBER 2023 - PROVIDE THE PLANNING COMMISSION WITH AN ANNUAL PRESENTATION REGARDING THE CITY'S STORMWATER PROGRAM, MUNICIPAL STORMWATER POLLUTION PREVENTION ACTIVITIES, AND BEST PRACTICES FOR RESIDENTS TO PREVENT STORMWATER POLLUTION.

JUNE 2023 - PREPARE AN ILLICIT DISCHARGE ORDINANCE THAT WILL UPDATE OCMC 8.08 TO SPECIFICALLY PROHIBIT ILLICIT DISCHARGES (AND ALLOW OR CONDITIONALLY ALLOW OTHERS), CONSISTENT WITH NPDES MS4 PERMIT SCHEDULE A.1.D. INCLUDE ESCALATING ENFORCEMENT BASED ON SEVERITY AND INTENT OF INCIDENT.

STATUS: (WHAT HAS BEEN DONE/IS BEING DONE)

THE PUBLIC WORKS DEPARTMENT MANAGES THE NPDES PROGRAM WITHIN THE STORMWATER DIVISION AND IN ACCORDANCE WITH THE NPDES MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PHASE I PERMIT. OUR STORMWATER MANAGEMENT PROGRAM (SWMP) DOCUMENT LAYS OUT A LONG LIST OF ACTIVITIES THE CITY MUST IMPLEMENT TO COMPLY WITH THE CITY'S NPDES MS4 PERMIT. THE PROGRAM CATEGORIES INCLUDE PUBLIC EDUCATION AND OUTREACH, PUBLIC INVOLVEMENT, ILLICIT DISCHARGE DETECTION AND ELIMINATION, EROSION AND SEDIMENT CONTROL, POST CONSTRUCTION, MUNICIPAL OPERATIONS AND MAINTENANCE, INDUSTRIAL AND COMMERCIAL PROGRAM, AND ADDITIONAL PROGRAM ELEMENTS.

DETAILS ON THE CITY'S NPDES PROGRAM IS MOST EASILY FOUND ON VIA THE CITY'S WEBSITE AT [HTTPS://WWW.ORMITY.ORG/1165/NPDES-MS4-PHASE-I-PERMIT---CLACKAMAS-GRO](https://www.orcity.org/1165/NPDES-MS4-PHASE-I-PERMIT---CLACKAMAS-GRO)

ONE ALL-ENCOMPASSING ACCOMPLISHMENT FOR THE NPDES PROGRAM IS THE CITY'S DEDICATED NPDES WEBPAGE. PROVIDING ACCESS TO A LONG LIST OF REFERENCE DOCUMENTS COMPILED IN ONE LOCATION ACCESSIBLE TO THE PUBLIC IS A RECENT ACCOMPLISHMENT. WEBSITE ACCESS PROVIDES EASY ACCESS TO THE MS4 PERMIT, THE SWMP, A LONG HISTORY OF ANNUAL REPORTS, AND SEVERAL OTHER SUPPORTING DOCUMENTS THAT THE CITY HAS CREATED TO MAINTAIN COMPLIANCE WITH FEDERAL AND STATE MANDATES AND TO REDUCE DISCHARGES OF POLLUTANTS TO RECEIVING WATERS.

ILLICIT DISCHARGE DETECTION AND ELIMINATION REMAINS A PRIORITY. STAFF RECENTLY COMPLETE DRY WEATHER OUTFALL INSPECTIONS, SEVERAL NON-RESIDENTIAL STORMWATER MANAGEMENT FACILITIES WERE CONFIRMED TO BE FREE OF ILLICIT DISCHARGE.

CONSTRUCTION SITE RUNOFF CONTROL PROGRAM CONTINUES TO REMAIN EFFECTIVE. THIS IS ACCOMPLISHED THROUGH REGULATORY REQUIREMENTS, PLAN REVIEWS, PERMITTING AND CONSTRUCTION SITE INSPECTIONS, ENFORCEMENT PROCEDURES, TRAINING, EDUCATION AND TRAINING.

INSPECTIONS OF PUBLIC STORMWATER MANAGEMENT FACILITIES REMAINS A ROUTINE PRACTICE. STAFF IS TASKED WITH IDENTIFYING MAINTENANCE NEEDS AND ISSUE WORK ORDERS WHEN REPAIRS OR MAINTENANCE IS REQUIRED. FOR THE PUBLICLY OWNED FACILITIES STAFF PERFORM MAINTENANCE ACTIONS TO MAINTAIN STORMWATER MANAGEMENT FACILITY PERFORMANCE ON A MONTHLY BASIS.

STAFF HAVE CONDUCTED INSPECTIONS OF HIGH PRIORITY BUSINESSES IDENTIFIED THROUGH THE INDUSTRIAL/COMMERCIAL FACILITY SCREENING PROGRAM. DURING SITE INSPECTIONS, STAFF REVIEWS ONSITE STORMWATER SYSTEMS, POLLUTION PREVENTION MEASURES, MATERIAL TRANSPORT AND STORAGE, AND WASTE DISPOSAL. THE INDUSTRIAL/COMMERCIAL FACILITIES STRATEGY HAS BEEN UPDATED TO REFLECT NEW PERMIT LANGUAGE AND HAS BEEN UPLOADED TO THE WEBSITE FOR A 30-DAY COMMENT PERIOD BEFORE SUBMITTING THE FINAL DOCUMENT (WITH COMMENTS ADDRESSED) TO THE DEQ (DUE DECEMBER 1, 2023).

THE GREEN INFRASTRUCTURE/LOW IMPACT DESIGN (LID) STRATEGY HAS BEEN UPDATED TO REFLECT NEW PERMIT LANGUAGE & A GAP ANALYSIS HAS BEEN PERFORMED ON ALL MUNICIPAL CODES AND STANDARDS TO ENSURE THERE ARE NO BARRIERS TO LID IMPLEMENTATION.

TWO CAPITAL IMPROVEMENT PROJECTS HAVE BEEN CONSTRUCTED AS A RESULT OF ADDRESSING THE 2015 HYDROMODIFICATION ASSESSMENT TO MINIMIZE STREAM BANK EROSION AND IMPROVE WATER QUALITY. SITE PRIORITIZATION, ASSESSMENT, AND PLANNING FOR FUTURE IMPROVEMENTS IS ONGOING. AN UPDATE IS REQUIRED BY THE DEQ AND IS BEING FINALIZED FOR SUBMISSION (DUE DECEMBER 1, 2023)

CITY COMMISSION GOALS

In addition to regular public meetings, the Oregon City Commission meets for an extended period every two years to develop and adopt a list of goals for the upcoming biennium. Included with this, or formulated subsequently, are the priorities, strategies, approaches, and milestones associated with these goals. The City Commission Goals serve as the framework for budget development and help to identify and address long-term funding requirements and budget strategies as well as prioritize limited resources. The budget is prepared to support and accomplish those priorities during the biennium. The City's long-term goals should not be confused with the City's budget. The budget is the legal authority for spending and focuses on the near-term (the biennium). Goals may continue beyond the two-year budget period.

OREGON CITY VISION

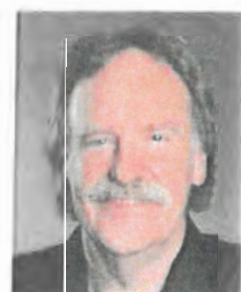
Embrace and advance Oregon City's historic role as a regional leader

MISSION

Build a dynamic community that leads the State in safety, economic opportunity, livability, and historic significance

GOALS

- Goal 1: DIVERSITY, EQUITY, AND INCLUSION / SAFE INCLUSIVE COMMUNITY** - Create a collaborative environment to promote diversity, equity and inclusion resulting in a safe, inclusive community and organization.
- Goal 2: INFRASTRUCTURE/CITY SERVICES** – Invest in current and future capital needs for safe, sustainable infrastructure and City services.
- Goal 3: GOAL 3: COMMUNITY ENGAGEMENT** – Increase engagement efforts to bring more residents into the policy-making process and ensure all neighborhood associations are active with the Citizen Involvement Committee.
- Goal 4: HOMELESSNESS** – Enact homelessness plan and increase public knowledge of the plan and resources available for the homeless while reducing the visual and safety impacts of homelessness in the community.
- Goal 5: TOURISM & ECONOMIC DEVELOPMENT** – Create and promote a tourism infrastructure that doesn't negatively impact neighborhoods and support economic development to promote a healthy, sustainable local economy.
- Goal 6: HOUSING** – Anticipate state mandates and tailor local policies to best fit the needs of the community while balancing public infrastructure investment for current and future residents.
- Goal 7: ENVIRONMENT** – Protect and preserve our environmental and natural resources for a healthy, sustainable community.



Oregon City Commission:

Rocky Smith, Jr., Adam Marl, Mayor Denyse McGriff, Frank O'Donnell and Michael Mitchell

City Commission Goals

GOALS REPRESENTED IN THE PROPOSED BUDGET

In recognition of the Oregon City Commission's intent to develop specific strategies and projects supporting the seven goals over an extended period with quarterly work sessions, the connection between the goals and the 2023-2025 Proposed Budget is expressed below with a list of specific funds and departments that are positioned to execute the direction of the Commission as this process unfolds through the budget process and beyond.

Goal 1: DIVERSITY, EQUITY, AND INCLUSION / SAFE INCLUSIVE COMMUNITY - Create a collaborative environment to promote diversity, equity and inclusion resulting in a safe, inclusive community and organization.

- General Fund – Human Resources – \$150,000

Goal 2: INFRASTRUCTURE/CITY SERVICES – Invest in current and future capital needs for safe, sustainable infrastructure and City services.

- General Fund – Information Technology – \$390,000
- General Fund – Parks – \$85,000 Parks planning, including SDC study
- Public Works Funds – Capital Projects - \$55,000,000
- Public Works Fund – Transportation - \$360,000 Sidewalk and Bike Lane Safety/Infill

Goal 3: GOAL 3: COMMUNITY ENGAGEMENT – Increase engagement efforts to bring more residents into the policy-making process and ensure all neighborhood associations are active with the Citizen Involvement Committee.

- General Fund – City Commission - \$60,000 for neighborhood association costs
- General Fund – City Manager – \$450,000 for Communications Manager and part-time Community Engagement Specialist

Goal 4: HOMELESSNESS – Enact homelessness plan and increase public knowledge of the plan and resources available for the homeless while reducing the visual and safety impacts of homelessness in the community.

- General Fund – Contingency – \$400,000 identified from ARPA funds yet to be spent
- General Fund – Police - \$741,000 for Homeless Liaison Officer and Behavioral Health Specialist
- General Fund – Parks - \$40,000 for camp cleanup
- Public Works Fund – Transportation - \$400,000 Sidewalk Assistance Program

Goal 5: TOURISM & ECONOMIC DEVELOPMENT – Create and promote a tourism infrastructure that doesn't negatively impact neighborhoods and supports economic development to promote a healthy, sustainable local economy.

- General Fund – Economic Development – \$1,260,000

Goal 6: HOUSING – Anticipate state mandates and tailor local policies to best fit the needs of the community while balancing public infrastructure investment for current and future residents.

- Planning Fund – \$150,000 Expand housing choices and develop a housing strategy

Goal 7: ENVIRONMENT – Protect and preserve our environmental and natural resources for a healthy, sustainable community.

- Planning Fund – \$90,000 Tree canopy
- Public Works Funds – \$335,000 National Pollutant Discharge Elimination System (NPDES) requirements/sampling; Water compliance/monitoring and backflow prevention program

