



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - 2ND REVISED AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, September 21, 2022 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)(d): To conduct deliberations with persons designated by the governing body to carry on labor negotiations.*
- Pursuant to ORS 192.660(2)(e): to conduct deliberations with persons designated by the governing body to negotiate real property transactions.*
- Pursuant to ORS 192.660(2)(f): To consider information or records that are exempt by law from public inspection.*

REGULAR MEETING OF THE CITY COMMISSION

Ways to participate in this public meeting:

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

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

[3a.](#) Certifying the August 23, 2022 Special Election Results, Delivery of the Certificate of Election, and Oath of Office

[3b.](#) Arch Bridge Celebration Day Proclamation

[3c.](#) Hispanic Heritage Month 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

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.](#) Adding a Code Compliance Officer Position to the Code Enforcement Department

[7b.](#) Janitorial Services Contract with Independent People, Inc.

[7c.](#) Intergovernmental Agreement for Judicial Services

[7d.](#) Heritage Tree Failure and Removal for 412 Logus Street

8. PUBLIC HEARINGS

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

9. GENERAL BUSINESS

[9a.](#) First Reading of Ordinance 22-1006, Creating the Oregon City Youth Advisory Commission

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

10. COMMUNICATIONS

City Manager

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

Commissioners

Mayor

11. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

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

As a general practice, the City Commission does not engage in discussion with those making comments. Electronic presentations are permitted but shall be delivered to the City Recorder 48 hours in advance of the meeting.

ADA NOTICE

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

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

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

RESOLUTION NO. 22-31

A RESOLUTION CERTIFYING THE RESULTS OF THE AUGUST 23, 2022 SPECIAL ELECTION FOR THE CITY OF OREGON CITY

WHEREAS, Chapter VI, Section 27 of the Oregon City Charter requires election results to be made a matter of record in the proceedings of the City Commission; and

WHEREAS, the election results from the August 23, 2022 Special Election have been certified by the Office of the Clackamas County Clerk Elections Division.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The certified election results attached incorporated herein as Exhibit A and are hereby made a part of the record of proceedings of the City Commission.

Section 2. This resolution is effective immediately upon adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 21st day of September 2022.

DENYSE C. MCGRUFF,
Mayor

Attested to this 21st day of September 2022:

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Canvass Results Report

Official

Run Time 10:31 AM
Run Date 09/19/2022

Clackamas County

August 23, 2022 Special Election

8/23/2022

Page 1

Official

Item 3a.

Registered Voters
8320 of 47063 = 17.68%

Precincts Reporting
15 of 15 = 100.00%

Mayor - Unexpired Term - Vote for one

Precinct	Leslie Wright Jr	Dan Berge	Allen Bedore	Denyse McGriff	Cast Votes	Undervotes	Overvotes	Miscellaneous Write-ins	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
600	69	106	109	951	1,235	3	0	12	1,250	1,250	6,497	19.24%
602	77	95	21	925	1,118	4	0	12	1,134	1,134	4,827	23.49%
604	6	4	10	74	94	0	0	1	95	95	306	31.05%
606	24	65	16	416	521	0	0	11	532	532	3,167	16.80%
608	96	154	24	1,061	1,335	6	0	13	1,354	1,354	5,811	23.30%
610	10	33	15	262	320	1	0	5	326	326	1,987	16.41%
632	31	71	17	371	490	1	0	9	500	500	3,566	14.02%
Totals	313	528	212	4,060	5,113	15	0	63	5,191	5,191	26,161	19.84%



**CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK**

BY:

Sherry Hall

STATE OF OREGON
COUNTY OF CLACKAMAS



CERTIFICATE OF ELECTION



*I, Jakob S. Wiley, City Recorder of the City of Oregon City, do and hereby certify that at the Special Election held in said City on the twenty-third of August A.D. 2022, DENYSE C. MCGRIFF was duly elected to the office of **MAYOR** in and for said City, as appears on the official canvass of returns of said Clackamas County, now on file and of record in this office, and that she is the duly elected*

MAYOR OF THE CITY OF OREGON CITY.

In witness whereof, I have hereunto set my hand and official seal this twenty-first day of September A.D. 2022

JAKOB S. WILEY, CITY RECORDER



OATH OF OFFICE



I, DENYSE C. MCGRIF, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Oregon, along with the Oregon City Municipal Charter and Code. I will to the best of my ability, faithfully perform the duties of Mayor of Oregon City during my incumbency thereof.

DENYSE C. MCGRIF
Mayor

AMY LINDREN
Municipal Court Judge

Date: September 21, 2022

PROCLAMATION

“West Linn and Oregon City Arch Bridge Celebration Day”

Whereas, the Cities of Oregon City and West Linn wish to recognize and celebrate the 100 year anniversary of the Arch Bridge, which opened on December 28, 1922, and has connected the cities of West Linn and Oregon City together; and

Whereas, the Cities of Oregon City and West Linn value tradition and history as essential parts of their communities; and

Whereas, the Arch Bridge was designed by Conde B. McCullough, the head of the Bridge Division for the Oregon State Highway Department from 1919 to 1935; and

Whereas, the Arch Bridge was constructed for approximately \$300,000 and replaced a pedestrian suspension bridge that had connected both communities since the mid 1880's; and

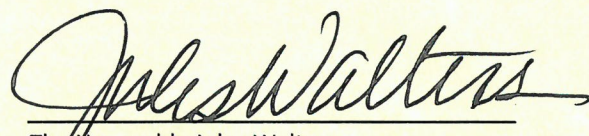
Whereas, the Arch Bridge, with its beautiful design and stunning views of the Willamette River and Falls, was placed on the National Register of Historic Places in 2005;

Whereas, upon the opening of the Arch Bridge in 1922, the Oregon City Enterprise stated the following: “In design, unlike any other bridge yet built; constructed substantially to last for many generations; excellent in material and workmanship and moulded on bold, artistic lines, this bridge fits well the natural beauty of the setting in which it lies.”; and

Whereas, the City Council of West Linn and the City Commission of Oregon City desires that both of our communities recognize the 100 year anniversary of the Arch Bridge, and the strong connection that the bridge represents between our communities.

Now Therefore, we, the City Council of West Linn and the City Commission of Oregon City, hereby invite all citizens to attend the “West Linn and Oregon City Arch Bridge Celebration” on October 1, 2022.

Denyse C. McGriff
Commission President
City of Oregon City


The Honorable Jules Walters
Mayor
City of West Linn

September 2022



PROCLAMATION

HISPANIC HERITAGE MONTH

Whereas, in honor of Hispanic Heritage Month, the City of Oregon City is pleased to celebrate the Hispanic and Latino/a/a community throughout our city; and

Whereas, National Hispanic Heritage Month is celebrated in the United States from September 15 to October 15. The observance was introduced in 1969 as Hispanic Heritage Week under President Lyndon B. Johnson and expanded by President Ronald Reagan in 1988 to cover a 30-day period; and

Whereas, Hispanic Heritage Month celebrates the history, tradition and culture of the Hispanic and Latino/a/x residents of Clackamas County. We admire the invaluable ways they contribute to our city by bringing as rich diversity and growth to our community; and

Whereas, we strive to continue to commemorate this month by recognizing and dedicating ourselves to working together to address the challenges that still face our Hispanic and Latino/a/x population; and

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

September 15 to October 15, 2022 as Hispanic Heritage Month

And, call upon the people of Oregon City to join their fellow citizens across the United States in recognizing and participating in this special observance,

In Witness Whereof, I have hereunto set my hand this day 21 of September 2022.

DENYSE C. MCGRIFF,
Mayor



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 09/21/2022

SUBJECT:

Adding a Code Compliance Officer Position to the Code Enforcement Department

STAFF RECOMMENDATION:

Consideration and approval of proposal to add another full time code enforcement officer position to the code enforcement department.

EXECUTIVE SUMMARY:

The addition of another Code Enforcement Officer would specifically be used to allow the Code Enforcement Department to enhance their current efforts and provide these additional services:

- Proactively manage the sign ordinance, relieving the Planning Department, and reducing the timeline of the violation process.
- Proactively manage the new abandoned and vacant structure ordinance and registration program.
- Work with current and new businesses to educate them on licensing, renewals, and the sign ordinance.
- Provide coverage for vacation/sick days to keep Code Enforcement staff in the field.
- Work on neighborhood livability concerns such as overgrown vegetation, noise complaints, abandoned vehicles, solid waste, and illegal dumping.
- Assist the Police Department and Homeless Liaison Officer with posting and cleaning camps.
- Report abandoned shopping carts to cart retrieval.

BACKGROUND:

The current staffing of Code Enforcement provides the equivalent of 1.5 full time employees (FTEs) to enforce the code. Code Enforcement is staffed with one FTE to parking, one FTE to code compliance, and one FTE that splits their time doing both parking and code enforcement.

For a number of years, City staff have heard continual feedback from the City Commission and public to have more proactive enforcement of City codes. The low staffing of Code Enforcement has meant that certain codes, like the sign code, have been very minimal. Other codes have mostly been enforced as the result of complaints, as opposed to staff going out and proactively looking for potential violations to enforce.

OPTIONS:

1. Approve the addition of one Code Enforcement Officer position.
2. Deny addition of one Code Enforcement Officer position.

BUDGET IMPACT:

Amount: \$115,000.

FY(s): 2022-2023.

Funding Source(s): General Fund

City of Oregon City

Position Description

Position: Code Compliance Officer	OCPEA Union
Department/Site: Code Enforcement - Police	FLSA: Non-exempt
Evaluated by: Code Enforcement Manager	See Police Salary Schedule

Summary

Assists businesses and residents with enforcement of laws, regulations, and codes designed to abate nuisances, protect zoning, support public safety, preserve property maintenance, sanitation and health, and enforce certain traffic regulations.

Distinguishing Career Features

The Code Compliance Officer represents the first level in a two-tiered career path for administering laws, regulations, ordinances, and codes affecting land use, certain aspects of public safety, health and sanitation, and non-moving traffic. The Code Compliance Officer responds to complaints about land use, occupancy, nuisances, and commercial zone parking. Advancement to Coordinator requires the ability to administer projects, oversee parking enforcement, and coordinate response to community inquiries and complaints.

Essential Duties and Responsibilities

- Monitors parking within designated areas of the City. Distributes flyers and brochures to business owners and places them on vehicles, announcing programs, events, projects affecting parking, or directions.
- Issues warnings and citations for parking violations that occur in designated areas. Gives directions to and rules about parking in designated areas.
- Conducts field inspections in response to complaints initiated by citizens. Investigates complaints about code violations by observing and inspecting premises, gathering evidence, researching sources of information, and identifying the nature of the violations.
- Meets with affected parties to explain codes and describe actions the City would take. Develops recommendations for corrective action. Follows up on cases within limits of responsibility, forwarding difficult or complex cases to the Coordinator.
- Delivers a variety of documents to citizens of the community ranging from community mailings to liens. Delivers public documents to elected officials and agencies.
- Performs other duties as assigned that support the overall objective of the position.

Qualifications

- **Knowledge and Skills**

The position requires a working knowledge of codes, regulations, and laws governing building and land use. Requires a basic knowledge of the permitting process steps and special policies, practices, technicalities, and work methods for the department. Requires sufficient knowledge of and skill in English grammar and composition, to prepare routine

correspondence in business and/or legal formats. Requires knowledge of and skill at using personal computers, common office productivity software, and data entry programs. Requires sufficient human relations skill to communicate standard yet technical information, to employ specific lines of inquiry, to resolve problems and confrontation, and to maintain harmony in a work setting.

▪ **Abilities**

Requires the ability to carry out the essential functions of the position. Requires the ability to learn, interpret and apply processes, codes, regulations, and laws governing building and land use. Requires the ability to operate a personal computer and peripheral office equipment. Requires the ability to resolve customer service problems in a positive manner. Requires the ability to organize and prioritize work assignments to optimize service level. Requires the ability to work cooperatively with senior citizens. Requires the ability to work as contributing member of a team, work productively and cooperatively with other teams and external customers, and convey a positive image of the City and its services.

▪ **Physical Abilities**

Requires the ability to function indoors in an office environment and outdoors engaged in work of primarily a sedentary to moderately active nature. Requires auditory ability to carry on ordinary and telephonic conversation. Requires near visual acuity to read detailed maps, drawings, other printed material, computer screens, and observe physical layouts. Requires manual and finger dexterity to write and to operate microcomputers and other office equipment. Requires the ability to alternatively sit and stand for sustained periods of time to deliver presentations, perform counter work.

▪ **Education and Experience**

The position typically requires a high school diploma and one year of progressive experience in administrative support and customer service, preferably in a law enforcement, planning, or building area.

▪ **Licenses and Certificates**

Requires a valid driver's license with motorcycle endorsement.

▪ **Working Conditions**

Work is performed indoors and outdoors where some safety considerations exist from emotional, argumentative, or hostile customers and temperature/environmental variations.

This job/class description, describes the general nature of the work performed, representative duties as well as the typical qualifications needed for acceptable performance. It is not intended to be a complete list of all responsibilities, duties, work steps, and skills required of the job.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Finance Director Mat Zook

Agenda Date: 09/21/2022

SUBJECT:

Janitorial Services Contract with Independent People, Inc.

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the contract with Independent People in an amount not to exceed \$12,840 per month for routine janitorial services and sign the Request for Price Approval.

EXECUTIVE SUMMARY:

The City has been utilizing Mr. Belvedere's Janitorial Service at most buildings and received exceptional service. Ownership at Mr. Belvedere's Janitorial Service has formed Independent People Inc. and had been approved as a service provider under the Oregon Forward program with the State of Oregon, formerly known as Qualified Rehabilitation Facilities (QRF) program. This program is authorized by Oregon Revised Statutes (ORS) 279.835 – 279.855, and as such, takes priority in the procurement rules over solicitation of services in the open market. The City has received excellent service and looks forward to working with Independent People Inc.

BACKGROUND:

This request is a basic requirement of maintaining City facilities and keep workspaces and meeting spaces presentable to our citizens and visitors. The City current pays approximately \$11,300 per month for the last several years. The proposed price represents a reasonable increase.

OPTIONS:

1. Authorize the City Manager to approve.

BUDGET IMPACT:

Amount: \$12,840 per month

FY(s): 2023-2025

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

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and INDEPENDENT PEOPLE INC. ("Contractor").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the October 1, 2022 until June 30, 2025, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Contractor's performance that has not been cured.

2. Compensation.

(a) City agrees to pay Contractor on a monthly basis for the services required in the Statement of Work stated in Exhibit A. Total compensation, including reimbursement for expenses incurred, shall not exceed twelve thousand eight hundred and forty dollars (\$12,840) per month.

(b) City agrees to pay Contractor for additional services on a time-and-materials basis, including reimbursement for expenses incurred, at the rate of \$32.63 per hour, based on the Request for Price Approval form in Exhibit B, attached hereto and by this reference incorporated herein.

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

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

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

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

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

To the City:

City of Oregon City
PO Box 3040
625 Center St
Oregon City, OR 97045
Attention: Accounts Payable

To Contractor:

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

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

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

CITY OF OREGON CITY

INDEPENDENT PEOPLE INC.

By: _____
Matt Zook
Title: Finance Director

By: _____

DATED: _____, 20____.

Name: _____

Title: _____

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

DATED: _____, 20____.

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

EXHIBIT A

STATEMENT OF WORK

Statement of Work for Janitorial Services Contract with the City of Oregon City, in compliance with the Department of Administrative Services, Oregon Forward program pursuant to OAR 125-055-0005. Included, are eight separate set of work standards for six municipal buildings within the city.

DEFINITIONS

The following definitions and minimum requirements apply to all the facilities included in the cleaning contract with the City of Oregon City. Contractor is responsible for maintaining the standard of cleaning expected within each facility as outlined in each separate Scope of Services.

General Cleaning is defined as the use of multi-purpose cleaners, degreasers, restroom cleanser, carpet spotter, window cleaner, disinfectant spray, wet and dry mops, vacuum cleaner, duster, and cleaning rags, where applicable, to maintain the cleanliness in all specified areas of each facility.

Paper Product Refills is defined as the replacement of kitchen roll towels, paper towels, toilet paper, hygiene dispenser bags, seat covers and facial tissue where applicable.

Security and Alarm Responsibility is defined as the Contractor's requirements to secure and lock all buildings and set any alarm systems when the Contractor is leaving any facility.

Communication is defined as any timely correspondence with a facility contact person or manager via email, telephone, text, or any reasonable form of communication to convey the needs of the facility, such as product ordering, notification of an incident that needs attention or addressing comments and concerns.

Cleaning means the surface is visibly free from dust, dirt, fingerprints, grease, grime, rust (where applicable), spots, stains, or smudges, foreign substances, free of organic material, feces, and urine, or other soil.

Disinfect means the method and product used is sufficient to kill bacteria, viruses and fungi and prevent or slow their return.

Dusting means removing the dust from all vertical and horizontal surfaces. All furnishings, fixtures, and structural surfaces including ledges must be free of dust. Documents must not be moved to accomplish dusting.

Interior Window Cleaning means removing fingerprints, smudges, splatters, and similar debris.

Sanitize means the method and product used is sufficient to significantly reduce the amount of bacteria, viruses, and fungi on the cleaned surface.

Carpet Spot Cleaning means removal of stains, spots, and on carpeted surfaces through use of a cleaning agent that will not damage the carpet or non-carpeted area.

Spray Buff means the use of the provided floor scrubber, at the Robert Libke Safety Building, on the rubber floor pads in the “Cross-Fit” room.

Public and Common Areas means lobbies, hallways, and all other areas where people normally walk, and in conference rooms.

Vacuuming means the process of using vacuuming equipment on all floor surfaces, including ones hidden under furniture, until free of dirt, dust, and debris.

Garbage and Recycling Removal means the process of emptying described garbage and recycle bins and disposing of such material into outside garbage collection areas at each specified location.

OBJECTIVES

Contractor shall furnish all equipment, materials, and services necessary to perform the janitorial duties according to known best practices in high performance cleaning that will contribute to the City’s sustainability principles, and green building goals for existing buildings. All work shall be completed in a satisfactory manner and at not less than the frequencies set forth in the contract specifications. The premises of all facilities contained in this contract shall be maintained in a neat, clean, orderly, and first-class condition according to the requirements herein.

Contractor shall comply with all Federal, State and Local laws pertaining to employment, taxes and hiring guidelines of the Oregon Forward program.

LOCATIONS

- | | |
|--|---|
| 1) Police Department - 1234 Linn Ave | 5) Mt. View Cemetery – 500 Hilda St. |
| 2) Commission Chambers - 1234 Linn Ave. | 6) Library – 606 John Adams St. |
| 3) Municipal Court – 1234 Linn Ave. | 7) Pioneer Adult Community Center – 615 5th St. |
| 4) Community Development – 698 Warner Parrot Rd. | 8) Public Works – 13895 Fir St. |

SCHEDULE

The attached Scope of Services for each facility outlines the scheduled cleaning days and any specific additional cleaning requirements that need to be addressed.

EMERGENCY CLEANING AND CHARGES

Emergency cleanings, such as soiled restrooms or carpeted areas outside of the normal cleaning schedule, can be called in to contractor if the area that needs emergency attention cannot wait to be cleaned on the following scheduled cleaning day. General spills and toilet issues that can be addressed by office staff should be assessed reasonably. Charges that are invoiced for Emergency Cleanings are determined by the extent of the cleaning and the time involved.

EXHIBIT A1

POLICE DEPARTMENT

Schedule

Three days per week, Tuesday, Thursday, and one weekend day.

AREAS TO BE SERVICED

- | | |
|---|---|
| (x) Entrance and Reception
(x) General Offices and Cubicles
(x) Private offices
(x) Hallways
() Stairs
(x) Restroom | (x) Conference Rooms
(x) Cubicles
() Elevator
(x) Kitchen
(x) Coffee Counter |
|---|---|

GENERAL CLEANING

	Daily	Weekly	Monthly	Yearly
1. Empty waste baskets		3		
2. Wash and sanitize waste baskets		As Needed		
3. Replace plastic trash liners		As Needed		
4. Dust and wipe all furniture, desks, chairs, tables		3		
5. Dust all horizontal surfaces to six feet		3		
6. Dust filing cabinets, bookcases, shelves		3		
7. Clean and sanitize all phone instruments		3		
8. Clean and sanitize drinking fountain		3		
9. Clean entrance door glass (remove fingerprints)		3		
10. Clean door frames and light switches			1	
11. Clean kickplates and push plates, door handles			1	
12. Clean desktops, tabletops, and countertops		3		
13. Clean and polish bright metal surfaces		3		
14. High dust above six feet			1	
15. Clean ceiling diffusers			1	
16. Dust venetian blinds/vertical/horizontal blinds			1	
17. Dust wood panel surfaces			1	
18. Remove cobwebs throughout building as seen		3		
19. Clean coffee bar		3		
20. Empty waste receptacles in lunchroom		3		
21. Arrange furniture and vacuum		3		
22. Papers are not to be disturbed on desks		3		
23. Trash liners are to be furnished by: Oregon City Police Department		3		

WINDOWS

24. Wipe fingerprints off office glass partitions	3
25. Wipe fingerprints off entrance glass windows	3
26. Wipe fingerprints off entrance glass doors	3
27. Wipe fingerprints off interior glass doors	3
28. Wipe frames and thresholds of glass doors	As Needed

RESTROOMS

	Daily	Weekly	Monthly	Yearly
29. Sanitize & polish sinks, toilets, and urinals		3		
30. Clean and polish chrome fittings		3		
31. Clean and sanitize top and bottom of toilet seats		3		

32. Clean glass and mirror	3	
33. Empty waste receptacles and insert liners	3	
34. Disinfect waste receptacles	As Needed	
35. Disinfect toilet partitions and urinal partitions	3	
36. Damp mop floor	3	
37. Remove spots and splashes from walls	3	
38. Remove finger marks from doors and frames	As Needed	
39. Remove finger marks from light switches	As Needed	
40. Remove finger marks from door push plates	As Needed	
41. Refill all dispensers	As Needed	
42. Dust horizontal surfaces to six feet	1	
43. Clean ceiling diffusers in ceilings and walls	As Needed	
44. Wash and disinfect walls, doors and frames	As Needed	
45. Flush toilet bowl & urinals with bowl cleanser	3	
RESILIENT FLOORS		
46. Dust mop	3	
47. Sweep and broom	3	
48. Damp mop	3	
CARPETS		
49. Vacuum traffic areas	3	
50. Vacuum entire carpet areas	3	
51. Vacuum entrance mats	3	
ADDITIONAL AREAS		
52. Damp mop cross trainer room floor mats	3	
53. Use floor scrubber on floor mats		1

EXHIBIT A2

COMMISSION CHAMBERS

Schedule

Three days per week, Tuesday, Thursday, and one weekend day.

AREAS TO BE SERVICED

- | | |
|--|--|
| ☒ Entrance and Reception
☒ General Offices and Cubicles
☒ Private offices
☒ Hallways
☐ Stairs
☒ Restroom | ☒ Conference Rooms
☒ Cubicles
☐ Elevator
☒ Kitchen
☒ Coffee Counter |
|--|--|

GENERAL CLEANING

	Daily	Weekly	Monthly	Yearly
54. Empty waste baskets		3		
55. Wash and sanitize waste baskets		As Needed		
56. Replace plastic trash liners		As Needed		
57. Dust and wipe all furniture, desks, chairs, tables		3		
58. Dust all horizontal surfaces to six feet		3		
59. Dust filing cabinets, bookcases, shelves		3		
60. Clean and sanitize all phone instruments		3		
61. Clean and sanitize drinking fountain		3		
62. Clean entrance door glass (remove fingerprints)		3		
63. Clean door frames and light switches		As Needed		
64. Clean kickplates and push plates, door handles		As Needed		
65. Clean desktops, tabletops, and countertops		3		
66. Clean and polish bright metal surfaces		3		
67. High dust above six feet			1	
68. Clean ceiling diffusers			1	
69. Dust venetian blinds/vertical/horizontal blinds			1	
70. Dust wood panel surfaces			1	
71. Remove cobwebs throughout building as seen		3		
72. Clean coffee bar		3		
73. Empty waste receptacles in lunchroom		3		
74. Arrange furniture and vacuum		3		
75. Papers are not to be disturbed on desks		3		
76. Trash liners are to be furnished by: Municipal Court office		3		

WINDOWS

77. Wipe fingerprints off office glass partitions	3
78. Wipe fingerprints off entrance glass windows	3
79. Wipe fingerprints off entrance glass doors	3
80. Wipe fingerprints off interior glass doors	3
81. Wipe frames and thresholds of glass doors	As Needed

RESTROOMS

	Daily	Weekly	Monthly	Yearly
82. Sanitize & polish sinks, toilets and urinals		3		
83. Clean and polish chrome fittings		3		
84. Clean and sanitize top and bottom of toilet seats		3		
85. Clean glass and mirror		3		
86. Empty waste receptacles and insert liners		3		
87. Disinfect waste receptacles		As Needed		
88. Disinfect toilet partitions and urinal partitions		3		
89. Damp mop floor		3		
90. Remove spots and splashes from walls		3		
91. Remove finger marks from doors and frames		As Needed		
92. Remove finger marks from light switches		As Needed		
93. Remove finger marks from door push plates		As Needed		
94. Refill all dispensers		As Needed		
95. Dust horizontal surfaces to six feet		1		
96. Clean ceiling diffusers in ceilings and walls		As Needed		
97. Wash and disinfect walls, doors and frames		As Needed		
98. Flush toilet bowl & urinals with bowl cleanser		3		

CARPETS

99. Vacuum traffic areas	3
100. Vacuum entire carpet areas	3
101. Vacuum entrance mats	3

EXHIBIT A3

MUNICIPAL COURT

Schedule

Three days per week, Tuesday, Thursday, and one weekend day.

AREAS TO BE SERVICED

- | | |
|----------------------------------|----------------------|
| (x) Entrance and Reception | (x) Conference Rooms |
| (x) General Offices and Cubicles | (x) Cubicles |
| (x) Private offices | () Elevator |
| (x) Hallways | (x) Kitchen |
| () Stairs | () Coffee Counter |
| (x) Restroom | |

GENERAL CLEANING

	Daily	Weekly	Monthly	Yearly
102. Empty waste baskets		3		
103. Wash and sanitize waste baskets		As Needed		
104. Replace plastic trash liners		As Needed		
105. Dust and wipe all furniture, desks, chairs, tables		3		
106. Dust all horizontal surfaces to six feet		3		
107. Dust filing cabinets, bookcases, shelves		3		
108. Clean and sanitize all phone instruments		3		
109. Clean entrance door glass (remove fingerprints)		3		
110. Clean door frames and light switches		As Needed		
111. Clean kickplates and push plates, door handles		As Needed		
112. Clean desktops, tabletops, and countertops		3		
113. Clean and polish bright metal surfaces		3		
114. High dust above six feet			1	
115. Clean ceiling diffusers			1	
116. Dust venetian blinds/vertical/horizontal blinds			1	
117. Dust wood panel surfaces			1	
118. Remove cobwebs throughout building as seen		3		
119. Clean coffee bar		3		
120. Empty waste receptacles in lunchroom		3		
121. Arrange furniture and vacuum		3		
122. Papers are not to be disturbed on desks		3		
123. Trash liners are to be furnished by: Municipal Court office		3		

WINDOWS

124. Wipe fingerprints off office glass partitions	3
125. Wipe fingerprints off entrance glass windows	3
126. Wipe fingerprints off entrance glass doors	3
127. Wipe fingerprints off interior glass doors	3
128. Wipe frames and thresholds of glass doors	As Needed

RESTROOMS

	Daily	Weekly	Monthly	Yearly
129. Sanitize & polish sinks, toilets, and urinals		3		
130. Clean and polish chrome fittings		3		
131. Clean and sanitize top and bottom of toilet seats		3		
132. Clean glass and mirror		3		
133. Empty waste receptacles and insert liners		3		
134. Disinfect waste receptacles		As Needed		
135. Disinfect toilet partitions and urinal partitions		3		
136. Damp mop floor		3		
137. Remove spots and splashes from walls		3		
138. Remove finger marks from doors and frames		As Needed		
139. Remove finger marks from light switches		As Needed		
140. Remove finger marks from door push plates		As Needed		
141. Refill all dispensers		As Needed		
142. Dust horizontal surfaces to six feet		1		
143. Clean ceiling diffusers in ceilings and walls		As Needed		
144. Wash and disinfect walls, doors and frames		As Needed		
145. Flush toilet bowl & urinals with bowl cleanser		3		

RESILIENT FLOORS

146. Dust mop		3		
147. Sweep and broom		3		
148. Damp mop		3		

CARPETS

149. Vacuum traffic areas		3		
150. Vacuum entire carpet areas		3		
151. Vacuum entrance mats		3		

EXHIBIT A4

COMMUNITY DEVELOPMENT

Schedule

Five days per week, Monday, Tuesday, Wednesday, Thursday and one weekend day.

AREAS TO BE SERVICED

- | | |
|----------------------------------|----------------------|
| (x) Entrance and Reception | (x) Conference Rooms |
| (x) General Offices and Cubicles | (x) Cubicles |
| (x) Private offices | () Elevator |
| (x) Hallways | (x) Kitchen |
| () Stairs | (x) Coffee Counter |
| (x) Restroom | |

GENERAL CLEANING

	Daily	Weekly	Monthly	Yearly
152. Empty waste baskets		5		
153. Wash and sanitize waste baskets		As Needed		
154. Replace plastic trash liners		As Needed		
155. Dust and wipe all furniture, desks, chairs, tables		5		
156. Dust all horizontal surfaces to six feet		5		
157. Dust filing cabinets, bookcases, shelves		5		
158. Clean and sanitize all phone instruments		5		
159. Clean and sanitize drinking fountain		5		
160. Clean entrance door glass (remove fingerprints)		5		
161. Clean door frames and light switches		As Needed		
162. Clean kickplates and push plates, door handles		As Needed		
163. Clean desktops, tabletops, and countertops		5		
164. Clean and polish bright metal surfaces		5		
165. High dust above six feet			1	
166. Clean ceiling diffusers			1	
167. Dust venetian blinds/vertical/horizontal blinds			1	
168. Dust wood panel surfaces			1	
169. Remove cobwebs throughout building as seen		5		
170. Clean coffee bar		5		
171. Empty waste receptacles in lunchroom		5		
172. Arrange furniture and vacuum		5		
173. Papers are not to be disturbed on desks		5		
174. Trash liners are to be furnished by: Community Development		5		

WINDOWS

175. Wipe fingerprints off office glass partitions	5
176. Wipe fingerprints off entrance glass windows	5
177. Wipe fingerprints off entrance glass doors	
178. Wipe fingerprints off interior glass doors	5
179. Wipe frames and thresholds of glass doors	As Needed

RESTROOMS

	Daily	Weekly	Monthly	Yearly
180. Sanitize & polish sinks, toilets, and urinals		5		
181. Clean and polish chrome fittings		5		
182. Clean and sanitize top and bottom of toilet seats		5		
183. Clean glass and mirror		5		
184. Empty waste receptacles and insert liners		5		
185. Disinfect waste receptacles		As Needed		
186. Disinfect toilet partitions and urinal partitions		5		
187. Damp mop floor		5		
188. Remove spots and splashes from walls		5		
189. Remove finger marks from doors and frames		As Needed		
190. Remove finger marks from light switches		As Needed		
191. Remove finger marks from door push plates		As Needed		
192. Refill all dispensers		As Needed		
193. Dust horizontal surfaces to six feet		1		
194. Clean ceiling diffusers in ceilings and walls		As Needed		
195. Wash and disinfect walls, doors and frames		As Needed		
196. Flush toilet bowl & urinals with bowl cleanser		5		

RESILIENT FLOORS

197. Dust mop		5		
198. Sweep and broom		5		
199. Damp mop		5		

CARPETS

200. Vacuum traffic areas		5		
201. Vacuum entire carpet areas		5		
202. Vacuum entrance mats		5		

ADDITIONAL AREAS

203. Check the vacant room on west side of building clean		As Needed		
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EXHIBIT A5

MT. VIEW CEMETERY OFFICE

Schedule

Two days per week, Wednesday, and one weekend day.

AREAS TO BE SERVICED

- | | |
|----------------------------------|----------------------|
| (x) Entrance and Reception | (x) Conference Rooms |
| (x) General Offices and Cubicles | (x) Cubicles |
| (x) Private offices | () Elevator |
| (x) Hallways | (x) Kitchen |
| () Stairs | (x) Coffee Counter |
| (x) Restroom | |

GENERAL CLEANING

	Daily	Weekly	Monthly	Yearly
204. Empty waste baskets		2		
205. Wash and sanitize waste baskets		As Needed		
206. Replace plastic trash liners		As Needed		
207. Dust and wipe all furniture, desks, chairs, tables		2		
208. Dust all horizontal surfaces to six feet		2		
209. Dust filing cabinets, bookcases, shelves		2		
210. Clean and sanitize all phone instruments		2		
211. Clean and sanitize drinking fountain		2		
212. Clean entrance door glass (remove fingerprints)		2		
213. Clean door frames and light switches		As Needed		
214. Clean kickplates and push plates, door handles		As Needed		
215. Clean desktops, tabletops, and countertops		2		
216. Clean and polish bright metal surfaces		2		
217. High dust above six feet			1	
218. Clean ceiling diffusers			1	
219. Dust venetian blinds/vertical/horizontal blinds			1	
220. Dust wood panel surfaces			1	
221. Remove cobwebs throughout building as seen		2		
222. Clean coffee bar		2		
223. Empty waste receptacles in lunchroom		2		
224. Arrange furniture and vacuum		2		
225. Papers are not to be disturbed on desks		2		
226. Trash liners are to be furnished by: Mt. View Cemetery office		2		

WINDOWS

227. Wipe fingerprints off office glass partitions	2
228. Wipe fingerprints off entrance glass windows	2
229. Wipe fingerprints off entrance glass doors	2
230. Wipe fingerprints off interior glass doors	2
231. Wipe frames and thresholds of glass doors	As Needed

RESTROOMS

	Daily	Weekly	Monthly	Yearly
232. Sanitize & polish sinks, toilets, and urinals		2		
233. Clean and polish chrome fittings		2		
234. Clean and sanitize top and bottom of toilet seats		2		
235. Clean glass and mirror		2		
236. Empty waste receptacles and insert liners		2		
237. Disinfect waste receptacles		As Needed		
238. Disinfect toilet partitions and urinal partitions		2		
239. Damp mop floor		2		
240. Remove spots and splashes from walls		2		
241. Remove finger marks from doors and frames		As Needed		
242. Remove finger marks from light switches		As Needed		
243. Remove finger marks from door push plates		As Needed		
244. Refill all dispensers		As Needed		
245. Dust horizontal surfaces to six feet		1		
246. Clean ceiling diffusers in ceilings and walls		As Needed		
247. Wash and disinfect walls, doors and frames		As Needed		
248. Flush toilet bowl & urinals with bowl cleanser		2		

RESILIENT FLOORS

249. Dust mop		2		
250. Sweep and broom		2		
251. Damp mop		2		

CARPETS

252. Vacuum traffic areas		2		
253. Vacuum entire carpet areas		2		
254. Vacuum entrance mats		2		

ADDITIONAL AREAS

255. Exterior Public Restrooms		2		
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EXHIBIT A6

LIBRARY

Schedule

Seven days per week, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday.

AREAS TO BE SERVICED

- | | |
|----------------------------------|----------------------|
| (x) Entrance and Reception | (x) Conference Rooms |
| (x) General Offices and Cubicles | (x) Cubicles |
| (x) Private offices | (x) Elevator |
| (x) Hallways | (x) Kitchen |
| (x) Stairs | (x) Coffee Counter |
| (x) Restroom | |

GENERAL CLEANING

	Daily	Weekly	Monthly	Yearly
256. Empty waste baskets		7		
257. Wash and sanitize waste baskets		As Needed		
258. Replace plastic trash liners			As Needed	
259. Dust and wipe all furniture, desks, chairs, tables		7		
260. Dust all horizontal surfaces to six feet		7		
261. Dust filing cabinets, bookcases, shelves		7		
262. Clean and sanitize all phone instruments		7		
263. Clean and sanitize drinking fountain		7		
264. Clean entrance door glass (remove fingerprints)		7		
265. Clean door frames and light switches		As Needed		
266. Clean kickplates and push plates, door handles		As Needed		
267. Clean desktops, tabletops, and countertops		7		
268. Clean and polish bright metal surfaces		7		
269. High dust above six feet			1	
270. Clean ceiling diffusers			1	
271. Dust venetian blinds/vertical/horizontal blinds			1	
272. Dust wood panel surfaces			1	
273. Remove cobwebs throughout building as seen		7		
274. Clean coffee bar		7		
275. Empty waste receptacles in lunchroom		7		
276. Arrange furniture and vacuum		7		
277. Papers are not to be disturbed on desks		7		
278. Trash liners are to be furnished by: Oregon City Library		7		

WINDOWS

279. Wipe fingerprints off office glass partitions	7
280. Wipe fingerprints off entrance glass windows	7
281. Wipe fingerprints off entrance glass doors	7
282. Wipe fingerprints off interior glass doors	7
283. Wipe frames and thresholds of glass doors	As Needed

RESTROOMS

	Daily	Weekly	Monthly	Yearly
284. Sanitize & polish sinks, toilets, and urinals		7		
285. Clean and polish chrome fittings		7		
286. Clean and sanitize top and bottom of toilet seats		7		
287. Clean glass and mirror		7		
288. Empty waste receptacles and insert liners		7		
289. Disinfect waste receptacles		As Needed		
290. Disinfect toilet partitions and urinal partitions		7		
291. Damp mop floor		7		
292. Remove spots and splashes from walls		7		
293. Remove finger marks from doors and frames		As Needed		
294. Remove finger marks from light switches		As Needed		
295. Remove finger marks from door push plates		As Needed		
296. Refill all dispensers		As Needed		
297. Dust horizontal surfaces to six feet		2		
298. Clean ceiling diffusers in ceilings and walls		As Needed		
299. Wash and disinfect walls, doors and frames		As Needed		
300. Flush toilet bowl & urinals with bowl cleanser		7		

RESILIENT FLOORS

301. Dust mop		7		
302. Sweep and broom		7		
303. Damp mop		7		

CARPETS

304. Vacuum traffic areas		7		
305. Vacuum entire carpet areas		7		
306. Vacuum entrance mats		7		

ADDITIONAL AREAS

307. Wipe children's colored benches		7		
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EXHIBIT A7

PIONEER ADULT COMMUNITY CENTER

Schedule

Five days per week, Monday, Tuesday, Wednesday, Thursday, and Friday, with occasional extra scheduled facility rental cleanings.

AREAS TO BE SERVICED

- | | |
|----------------------------------|----------------------|
| (x) Entrance and Reception | (x) Conference Rooms |
| (x) General Offices and Cubicles | (x) Cubicles |
| (x) Private offices | () Elevator |
| (x) Hallways | (x) Kitchen |
| () Stairs | (x) Coffee Counter |
| (x) Restroom | |

GENERAL CLEANING

	Daily	Weekly	Monthly	Yearly
308. Empty waste baskets		5		
309. Wash and sanitize waste baskets		As Needed		
310. Replace plastic trash liners		As Needed		
311. Dust and wipe all furniture, desks, chairs, tables		5		
312. Dust all horizontal surfaces to six feet		5		
313. Dust filing cabinets, bookcases, shelves		5		
314. Dust return vents in upper ceiling areas		5		
315. Clean and sanitize all phone instruments		5		
316. Clean and sanitize drinking fountain		5		
317. Clean entrance door glass (remove fingerprints)		5		
318. Clean door frames and light switches		As Needed		
319. Clean kickplates and push plates, door handles		As Needed		
320. Clean desktops, tabletops, and countertops		5		
321. Clean and polish bright metal surfaces		5		
322. High dust above six feet			1	
323. Clean ceiling diffusers			1	
324. Dust venetian blinds/vertical/horizontal blinds			1	
325. Dust wood panel surfaces			1	
326. Remove cobwebs throughout building as seen		5		
327. Clean coffee bar		5		
328. Empty waste receptacles in lunchroom		5		
329. Arrange furniture and vacuum		5		
330. Papers are not to be disturbed on desks		5		
331. Trash liners are to be furnished by: Pioneer Adult Community Center		5		

WINDOWS

332. Wipe fingerprints off office glass partitions	5
333. Wipe fingerprints off entrance glass windows	5
334. Wipe fingerprints off entrance glass doors	
335. Wipe fingerprints off interior glass doors	5
336. Wipe frames and thresholds of glass doors	As Needed

RESTROOMS

	Daily	Weekly	Monthly	Yearly
337. Sanitize & polish sinks, toilets and urinals		5		
338. Clean and polish chrome fittings		5		
339. Clean and sanitize top and bottom of toilet seats		5		
340. Clean glass and mirror		5		
341. Empty waste receptacles and insert liners		5		
342. Disinfect waste receptacles		As Needed		
343. Disinfect toilet partitions and urinal partitions		5		
344. Damp mop floor		5		
345. Remove spots and splashes from walls		5		
346. Remove finger marks from doors and frames		As Needed		
347. Remove finger marks from light switches		As Needed		
348. Remove finger marks from door push plates		As Needed		
349. Refill all dispensers		As Needed		
350. Dust horizontal surfaces to six feet		1		
351. Clean ceiling diffusers in ceilings and walls		As Needed		
352. Wash and disinfect walls, doors and frames		As Needed		
353. Flush toilet bowl & urinals with bowl cleanser		5		

RESILIENT FLOORS

354. Dust mop		5		
355. Sweep and broom		5		
356. Damp mop		5		

CARPETS

357. Vacuum traffic areas		5		
358. Vacuum entire carpet areas		5		
359. Vacuum entrance mats		5		

ADDITIONAL AREAS

360. Clean the downstairs classroom area		5		
361. Clean after building event rentals (Charges are separate from monthly charge per rental)			As Needed	
Dust return vents, upper ceiling areas			As Needed	

EXHIBIT A8

PUBLIC WORKS

Schedule

Three days per week, Monday, Wednesday, and one weekend day.

AREAS TO BE SERVICED

- | | |
|----------------------------------|----------------------|
| (x) Entrance and Reception | (x) Conference Rooms |
| (x) General Offices and Cubicles | (x) Cubicles |
| (x) Private offices | (x) Elevator |
| (x) Hallways | (x) Kitchen |
| (x) Stairs | (x) Coffee Counter |
| (x) Restroom | |

GENERAL CLEANING

	Daily	Weekly	Monthly	Yearly
362. Empty waste baskets		3		
363. Wash and sanitize waste baskets		As Needed		
364. Replace plastic trash liners		As Needed		
365. Dust and wipe all furniture, desks, chairs, tables		3		
366. Dust all horizontal surfaces to six feet		3		
367. Dust filing cabinets, bookcases, shelves		3		
368. Clean and sanitize all phone instruments		3		
369. Clean and sanitize drinking fountain		3		
370. Clean entrance door glass (remove fingerprints)		3		
371. Clean door frames and light switches		As Needed		
372. Clean kickplates and push plates, door handles		As Needed		
373. Clean desktops, tabletops, and countertops		3		
374. Clean and polish bright metal surfaces		3		
375. High dust above six feet			1	
376. Clean ceiling diffusers			1	
377. Dust venetian blinds/vertical/horizontal blinds			1	
378. Dust wood panel surfaces			1	
379. Remove cobwebs throughout building as seen		3		
380. Clean coffee bar		3		
381. Empty waste receptacles in lunchroom		3		
382. Arrange furniture and vacuum		3		
383. Papers are not to be disturbed on desks		3		
384. Trash liners are to be furnished by: Public Works Department		3		

WINDOWS

385. Wipe fingerprints off office glass partitions	3
386. Wipe fingerprints off entrance glass windows	3
387. Wipe fingerprints off entrance glass doors	3
388. Wipe fingerprints off interior glass doors	3
389. Wipe frames and thresholds of glass doors	As Needed

RESTROOMS

	Daily	Weekly	Monthly	Yearly
390. Sanitize & polish sinks, toilets, and urinals		3		
391. Clean and polish chrome fittings		3		
392. Clean and sanitize top and bottom of toilet seats		3		
393. Clean glass and mirror		3		
394. Empty waste receptacles and insert liners		3		
395. Disinfect waste receptacles		As Needed		
396. Disinfect toilet partitions and urinal partitions		3		
397. Damp mop floor		3		
398. Remove spots and splashes from walls		3		
399. Remove finger marks from doors and frames		As Needed		
400. Remove finger marks from light switches		As Needed		
401. Remove finger marks from door push plates		As Needed		
402. Refill all dispensers		As Needed		
403. Dust horizontal surfaces to six feet		1		
404. Clean ceiling diffusers in ceilings and walls		As Needed		
405. Wash and disinfect walls, doors and frames		As Needed		
406. Flush toilet bowl & urinals with bowl cleanser		3		

RESILIENT FLOORS

407. Dust mop		3		
408. Sweep and broom		3		
409. Damp mop		3		

CARPETS

410. Vacuum traffic areas		3		
411. Vacuum entire carpet areas		3		
412. Vacuum entrance mats		3		

ADDITIONAL AREAS

413. Vacuum kitchen floor mats		3		
414. Clean mud room floors		3		
415. Clean the office and restroom in the warehouse area		3		



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

Item 7b.

Public Agency: The City of Oregon City

Oregon Forward Company: Independent People

Product or Service: Janitorial Services

Contract number (& amendment# if applicable): Misc. Oregon City Buildings

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.)
Janitorial Services/Oregon City (OC) Municipal Bldgs	\$32.63	hour
Includes: Police Dept., Commission Chambers		
Municipal Court, Community Development		
Mt. View Cemetery, OC Library,		
Pioneer Adult Comm. Ctr., OC Public Works		
(Not to exceed \$12,840.64 per month)		

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

_____, date: _____
Authorized Public Agency Signature

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

Kenneth W. Renner, date: 9/08/2033
Authorized Oregon Forward Contractor Signature

_____, phone # _____
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 Digitally signed by Darvin Pierce
 Date: 2022.09.08 13:12:05 -07'00', date: 9/8/2022
Oregon Forward Program Signature

Revised
 2/26/2021

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

2. Payment.

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

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

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

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

3. Independent Contractor Status.

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

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

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

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

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

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

4. Early Termination.

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

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

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

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

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7b.

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

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

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

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

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

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

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

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

(c) The payment of a claim in this manner

shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

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

7. Subconsultants and Assignment.

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

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

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

10. Compliance With Applicable Law.

Consultant shall comply with all federal, state, and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (4/2017)

Page 2 of 5

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7b.

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

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

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

13. Indemnity and Insurance.

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

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

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

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

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

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

14. Legal Expenses. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising

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

Item 7b.

out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

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

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

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

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

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

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and

shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

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

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

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

24. Arbitration.

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

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

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days

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

Item 7b.

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

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

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

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

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

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

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



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Human Resources Director Patrick Foiles

Agenda Date: 09/21/2022

SUBJECT:

Intergovernmental Agreement for Judicial Services

STAFF RECOMMENDATION:

Staff recommends the Commission authorize the Commission President to sign and enter the City of Oregon City into an Intergovernmental Agreement with the cities of St. Helens and Gladstone.

BACKGROUND:

Judge Amy Lindgren has proposed the attached Intergovernmental Agreement to formalize the relationship and shared judicial services provided by Judge Amy Lindgren to the cities of Oregon City, St Helens and Gladstone.

OPTIONS:

1. Authorize the Commission President to enter into the IGA for judicial services
2. Withhold authorization to enter into the IGA for judicial services

BUDGET IMPACT:

Amount: N/A

FY(s): N/A

Funding Source(s): N/A

INTERGOVERNMENTAL AGREEMENT FOR JUDICIAL SERVICES

This INTERGOVERNMENTAL AGREEMENT (“IGA”) for judicial Services (“Services”) is made and entered into by and between the Cities of Oregon City, Gladstone, and St. Helens (collectively, the “Parties”).

RECITALS

WHEREAS, each of the parties to this IGA operates a municipal court and has need for the services of a judge;

WHEREAS, Amy Lindgren, a qualified attorney who works at Amy Lindgren Law, LLC (“Lindgren”) is qualified to serve as a judge for each of the Parties’ municipal court; and

WHEREAS, by the authority granted in Oregon Revised Statutes (ORS) 190.010 *et seq.*, and applicable local law, local government agencies may enter into cooperative agreements with other units of local government on terms and conditions mutually agreeable to the contracting parties; and

WHEREAS, ORS 221.355 expressly permits cities to enter into intergovernmental agreements for one city to provide judicial services to another city; and

WHEREAS, St. Helens agrees to provide judicial services to the other cities that are a party to this IGA.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Term. The term of this IGA shall be effective as to each city as of the date Lindgren first performed judicial services for the respective city and shall remain in effect indefinitely until terminated as described below.

2. Termination. Any Party to this IGA may terminate its participation in this IGA at any time by providing notice in writing to the other Parties and to Lindgren. If one Party terminates its participation in this IGA, it will not affect the rights and obligations of the other Parties to this IGA. To the extent Lindgren no longer serves as municipal judge for any particular Party, this IGA automatically terminates as to that Party. If the Party providing judicial services to the other Parties under this IGA terminates its participation, the remaining Party that has had Lindgren serving as its municipal court judge shall become the Party providing services under this IGA and take on all rights and responsibilities of the terminating Party.

3. Parties. The initial parties to this IGA are the cities of Oregon City, Gladstone, and St. Helens. However, any other jurisdiction in the state of Oregon may join this IGA by

providing notice to the current Parties of their intent to join this IGA and by selecting Lindgren as their municipal judge. The Parties, including future participants in this IGA, hereby waive any objection to any new jurisdiction becoming a Party to this IGA. The sole remedy should a Party object to a new jurisdiction participating in this IGA is for the objecting Party to terminate its participation in this IGA, as described in Paragraph 2 above. Lindgren shall, at all times, maintain a comprehensive list of all parties to this IGA.

4. Services. St. Helens agrees to provide judicial services to the other Parties to this IGA on the terms and conditions contained herein. Each Party shall remain entirely responsible for running its own municipal court, including, but not limited to, being responsible for court dockets, notices, jury selection and management, maintaining records and entering into separate agreements with Lindgren, any pro tem judges, and any prosecuting or defense attorneys regarding the services to be provided and compensation for those services to that particular Party. In accordance with ORS 221.355, all fines, costs and forfeited security deposits collected shall be paid to the prosecuting Party. Except as provided below, each Party shall be responsible for defending against any and all claims, actions and demands related to the activities of its respective municipal court. To the extent a claim, action or demand is brought against the Party providing judicial services under this IGA for the acts or omissions of another Party's municipal court, including the acts or omissions of Lindgren, the Party whose municipal court's acts or omissions are in question shall defend and indemnify the Party providing services under this IGA for such claim, action or demand.

5. Relationship and Authority. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

6. Other Agreements. This IGA shall have no effect on any other agreements, written or oral, currently in place.

7. Severability. The invalidity or unenforceability of any provision of this IGA shall not affect the validity or enforceability of any other provision of this IGA, which shall remain in full force and effect until ended or terminated.

8. Entire Agreement; Amendments; Waiver; Counterparts. This IGA contains the entire agreement of the Parties on the subjects enumerated herein, and except for other Parties joining the IGA pursuant to Paragraph 3 above, shall not be altered, modified supplemented, or amended in any manner whatsoever without the prior written approval of the Parties. The failure of any Party to enforce any provision of this IGA does not constitute a waiver of it or any other provision. This IGA may be executed in two or more counterparts, which collectively shall represent a single binding agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties by the signatures of their authorized representatives execute this IGA for Services effective as to each city as of the date Lindgren first performed judicial services for the respective city..

CITY OF OREGON CITY

By: _____

Name: _____

Its: _____

Date: _____

CITY OF GLADSTONE

By: _____

Name: _____

Its: _____

Date: _____

CITY OF ST. HELENS

By: _____

Name: _____

Its: _____

Date: _____



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Pete Walter, Planning Manager

Agenda Date: 04/21/2021

SUBJECT:

Heritage Tree Failure and Removal for 412 Logus Street

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve the removal and de-designation of the Northern Red Oak heritage tree at 412 Logus Street

EXECUTIVE SUMMARY:

The designated heritage Northern Red Oak at 412 Logus Street has been in decline since the 2021 ice storm and recently almost half of the tree fell into the alley, and damaged three adjacent properties and vehicles. The remaining portions of the tree pose an imminent hazard and the owner wishes to have the tree removed. Pursuant to OCMC 12.32, the Natural Resources Committee, and City Commission shall be notified of the pending de-designation prior to the removal.

BACKGROUND:

The tree is on private property, 412 Logus, and the homeowner is Carinda Ingebartsen. The tree was designated as a heritage tree in 2020.

Approximately half of the tree has fallen into the public right-of-way and adjacent properties. As such, the tree meets the definition of an imminent hazard tree in OCMC 12.32.020 and 17.04.1370:

"Imminent hazard tree" means a hazardous tree as defined in OCMC 12.32.020, all or more than thirty percent of which has already fallen or is estimated to fall within seventy-two hours into the public right-of-way or onto a target that cannot be protected, restricted, moved, or removed. (See also tree, hazard.) Determination of imminent hazard is made by the city of Oregon City Public Works or Emergency Personnel, a PGE forester, or a certified arborist.

Following the failure, Public Works crews responded on Sunday 9/11 and the tree is larger than they could handle to clear the alley behind the house where the tree is located. The attached photos of the fallen tree include the alley that is Oregon City Right-of-Way. The property owner is receiving quotes to 1st, remove the fallen portion, and 2nd, get an arborist report and quote for possible removal of the rest of the tree. There is damage to 3 neighboring properties and at least 1 house has gutter and roof damage.

A Go-Fund me drive for the homeowner has been started to raise money to assist the homeowner with the removal.

Per OCMC 12.32.080.B. an application to remove a heritage tree or stand shall demonstrate that the burden imposed on the property owner by the continued presence of the tree outweighs the public benefit provided by the tree. For the purposes of making this determination, the following tree impacts shall not be considered unreasonable burdens on the property owner, or if appropriate, the city:

- 1.View obstruction;*
- 2.Routine pruning, leaf raking and other maintenance activities; and*
- 3.Infrastructure impacts or tree hazards that can be controlled or avoided by appropriate pruning or maintenance.*

12.32.100 - Removal of heritage tree or stand designation.

A designated heritage tree or stand may have that designation removed if the tree or stand dies or is removed pursuant to this chapter. The natural resources committee, parks and recreation advisory committee, and city commission shall be notified of the pending de-designation prior to the removal as applicable. If removed from private property, the city shall record a document extinguishing the covenant.

The Natural Resources Committee discussed this issue at their meeting on September 14, 2022 and unanimously approved de-designation.

It is staff's opinion that the burden imposed on the property owner by the continued presence of the tree outweighs the public benefit provided by the tree. At this point, the tree is clearly hazardous and the hazards cannot be avoided or controlled through appropriate pruning or maintenance.

Additionally, the tree meets the definition of an imminent hazard and as such may be removed immediately, with any permitting procedures and tree replacement requirements to be followed subsequent to the removal of the hazard.

OPTIONS:

1. Discussion and direction to City staff

BUDGET IMPACT:

Amount: \$ NA

FY(s): TBD

Funding Source(s): TBD

Alley 1

Item 7d.

Tree Pic 1

Tree Pic 2

Tree Pic 3











02369212202000722740050058

\$113.00

09/02/2020 11:07:23 AM

D-OD Cnt=1 Stn=9 COUNTER1
\$25.00 \$16.00 \$62.00 \$10.00

5P
113
After recording, return to: LAURA TERWAY

City Recorder
City of Oregon City
PO Box 3040
Oregon City, OR 97045-0304

Clackamas County Assessor Parcel Number: 2-2E-32CB-09700

Site Address: 412 Logus St, Oregon City, OR 97045

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made this 27th day of AUGUST, 2020 by CARINDA HARLENE INGEBRETSEN, a(n) OREGON CITY HOMEOWNER ("Declarant").

RECITALS

- A. WHEREAS, Declarant is the owner(s) of certain real property in Oregon City, Oregon ("City"), more particularly described in the attached Exhibit "A" (the "Property");
- B. WHEREAS, pursuant to the provisions of Chapter 12.32 of the Oregon City Municipal Code ("OCMC"), the City has adopted heritage tree regulations to recognize, foster appreciation, and provide for the voluntary protection of Heritage Trees and Stands.
- C. WHEREAS, the City has in effect certain heritage tree protection requirements;
- D. WHEREAS, Declarant sought and obtained approval for a Heritage Tree or Stand designation for that certain (species) that at the time of designation is 90 feet tall, has a 53 inch diameter at breast height, and has an 105 foot canopy spread located on that portion of the Property shown in the attached Exhibit "B" (the "Heritage Tree or Stand");
- E. WHEREAS, the Heritage Tree or Stand is protected by the City of Oregon City and is subject to special protection under OCMC 12.32;
- F. WHEREAS, as a condition of issuance of the approval of the designation of the Heritage Tree, Declarant is required to provide assurance, in the form of this Declaration, that the protection of the Heritage Tree or Stand will meet OCMC requirements; and

F. WHEREAS, Declarant desires to provide for such provisions by subjecting the Property to the covenants and restrictions hereinafter set forth.

COVENANTS

NOW, THEREFORE, Declarant hereby declares and covenants that the Property, as specifically described in Exhibit "A," shall be held, sold, and conveyed subject to the following covenants and restrictions, which are intended to and shall run with the land, continue in perpetuity, and shall be binding upon all parties having or acquiring any right, title, or interest in the Property and shall inure to the benefit of each owner, subsequent owners, and the City.

1. The Heritage Tree or Stand may not be removed, topped, or otherwise altered unless the Declarant or Declarant's successor(s), as appropriate, obtains a permit from the City in accordance with OCMC Sections 12.32, 17.41, and 12.08, as applicable, as such sections may be amended from time to time.

2. The Declarant or Declarant's successor(s), as appropriate, shall continue to be responsible for the maintenance of the Heritage Tree or Stand. The Heritage Tree or Stand designation does not obligate the City to maintain the Heritage Tree or Stand or provide technical support for its maintenance.

3. The removal of or damage to a heritage tree or stand in violation of the OCMC shall constitute a civil infraction, subject to the code enforcement procedures of OCMC Chapter 1.16 and/or Chapter 1.20, except that The penalty for unlawful removal of a heritage tree may be reset by the Oregon City Commission from time to time by ordinance or resolution and, if the penalty is so reset, the penalty shall be the one then in effect. Native heritage trees that are removed shall be replaced with native tree species.

4. This Declaration shall not be interpreted as in any way conveying or granting to the public any right to enter or use the Property.

5. This Declaration shall be recorded with the Recording Division of the Clackamas County Clerk's office and run with and bind the Property as set forth above.

6. The City may enforce these covenants and restrictions through the code enforcement provisions described in OCMC Chapter 1.16 and/or Chapter 1.20 or by judicial relief, including without limitation injunctive relief and such other relief a court determines proper for any violation of these covenants or restrictions. To the extent the City undertakes enforcement action and it is determined that Declarant or Declarant's successor violated Oregon City Municipal Code or the terms of this Covenant, the City shall be entitled to its attorney's fees incurred in such action, including any fees on appeal or in administrative proceedings.

IN WITNESS WHEREOF, the undersigned being Declarant herein, has executed this instrument as of the date and year above written.

PAGE 2 – DECLARATION OF COVENANTS AND RESTRICTIONS

2

DECLARANT:

CARINDA HARLENE INGEBRETSEN
a(n) OREGON CITY HOMEOWNER

By: *Carinda Harlene Ingebrethsen*

Print Name: CARINDA HARLENE INGEBRETSEN

Title: HOMEOWNER-OREGON CITY

STATE OF OREGON)
) ss.
County of CLATSOP)

The foregoing instrument was acknowledged before me this 27th day of
AUGUST, 2020, by Lisa Anne Novak, as
Notary Public of OREGON, a(n)
_____.

Lisa Anne Novak
Notary Public for Oregon
My commission expires: 12-02-2022

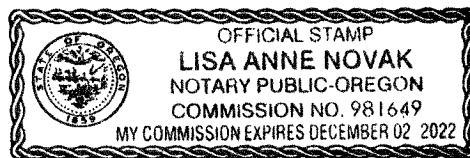


EXHIBIT A

Legal Description and Excerpt of Recorded Plat

LOT 5, BLOCK 13
 "PLEASANT HILL" ADDITION TO OREGON CITY

'PLEASANT HILL' ADDITION TO OREGON CITY

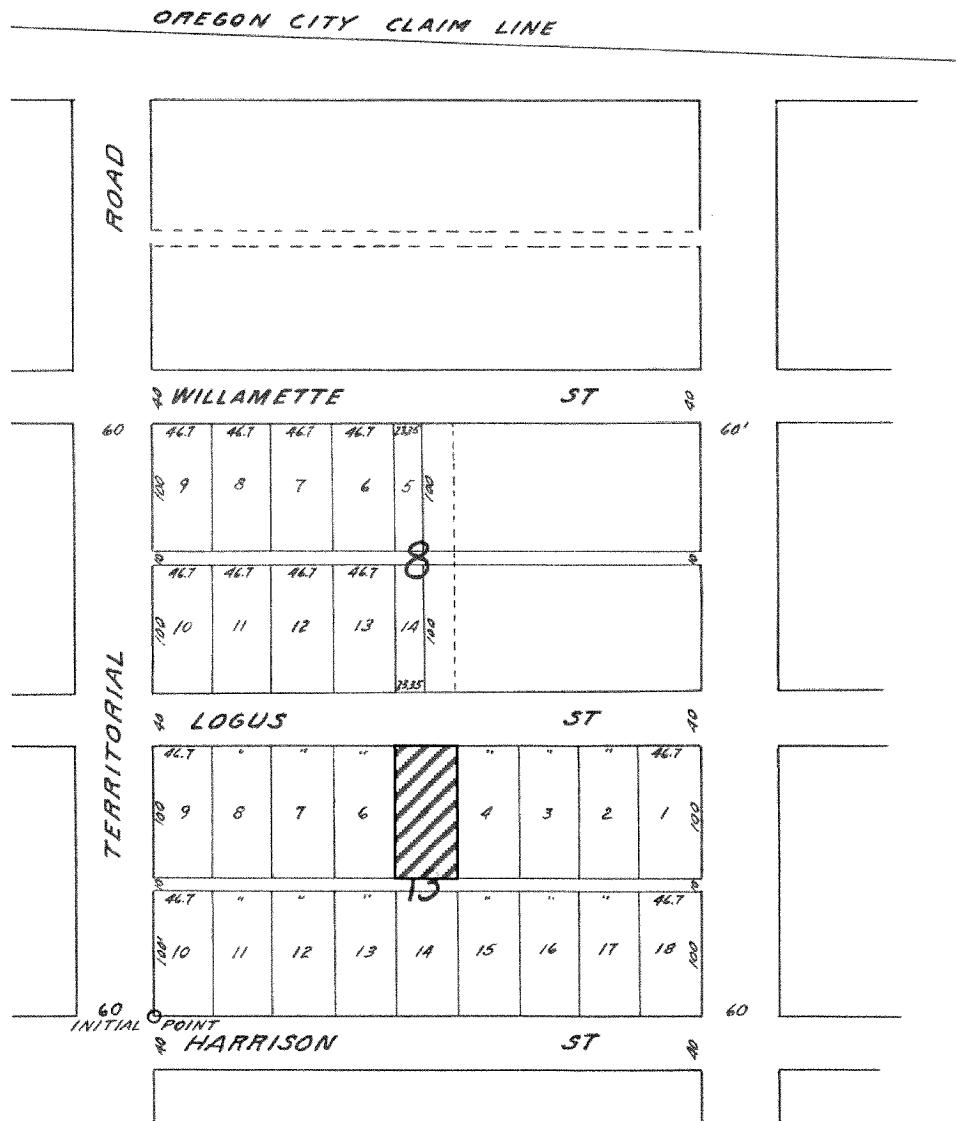
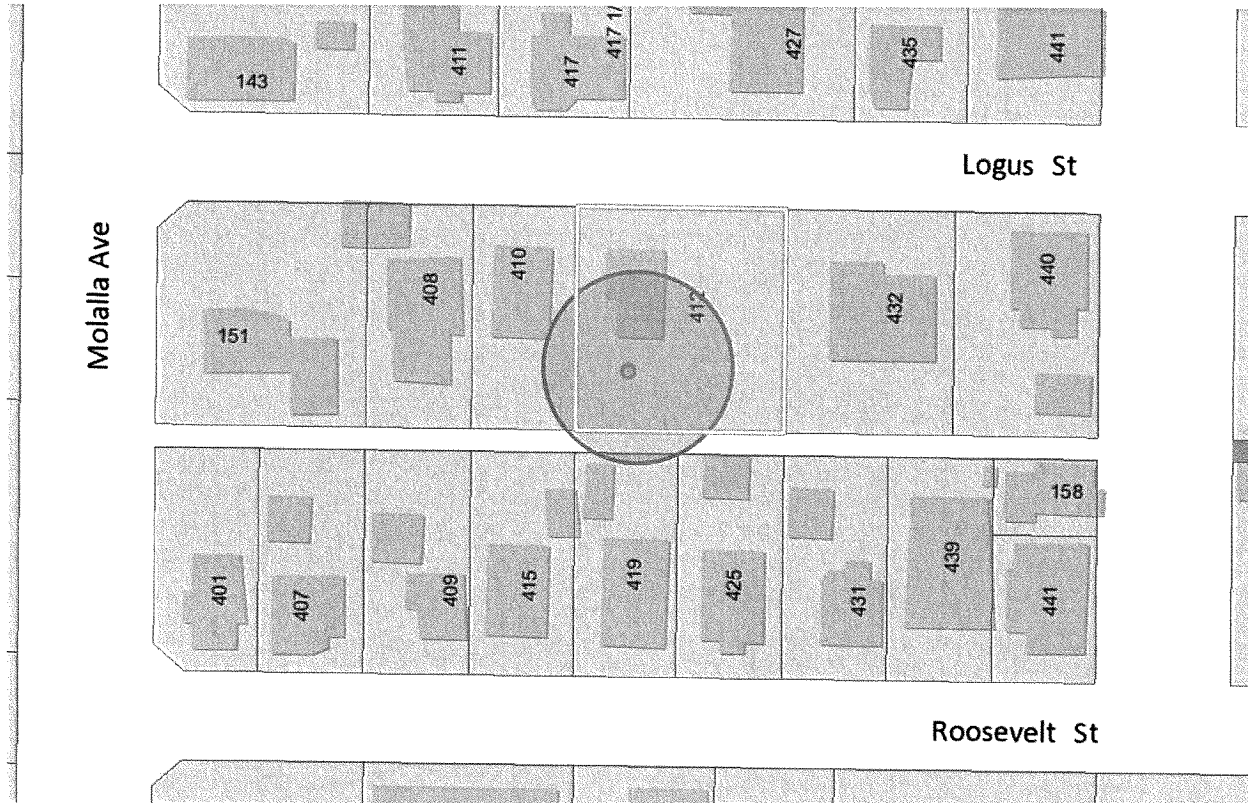


EXHIBIT A

24

EXHIBIT B

Parcel Map with location of the Designated Heritage Tree



Northern Red Oak
Quercus rubra
412 Logus St, Oregon City, OR 97045

EXHIBIT B

5

CLACKAMAS COUNTY RECORDING

Receipt #: 828971 Receipt Date: 09/02/2020 11:09 AM
Station: 9 Cashier: DENIM
Receipt Name: LAURA TERWAY
Account Name: 160 - CITY OF OREGON CITY

Comments:

RECORDING

Document #	Recording Date	Doc Type	Recording	A&T Fee	PLC Fee	NonStd	Surveyor	OLCC	Housing	Other	Total
2020-072273	09/02/2020 11:07:23 AM	D-D	25.00	16.00	10.00				62.00		\$113.00
2020-072274	09/02/2020 11:07:23 AM	D-OD	25.00	16.00	10.00				62.00		\$113.00
Totals:			\$50.00	\$32.00	\$20.00	\$0.00	\$0.00	\$0.00	\$124.00	\$0.00	\$226.00

Thank You
Retain this receipt for your records

Receipt Total	\$226.00
ACCOUNT	160 - CITY OF OREGON CITY
	\$226.00



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 09/21/2002
From: Aquilla Hurd-Ravich, AICP, Community Development Director

SUBJECT:

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

STAFF RECOMMENDATION:

Staff recommends that the City Commission continue the hearing to October 5, 2022

EXECUTIVE SUMMARY:

The City has an appeal of a Type II decision approving the development of a 216-unit multi-family project and site improvements at the intersection of Maple Lane Road, Maple Lane Court, and Beaver Creek Road in the Caufield neighborhood.

The City preemptively noticed an appeal hearing for September 21, 2022 before the end of the appeal period to ensure there was an appeal date scheduled within the 120-day decision deadline.

The applicant coordinated with the City to find a hearing date that worked for both parties, and provided the needed 120-day waiver to allow for a hearing on October 5, 2022 and a follow-up meeting (if needed) later in October.

[\(AP 22-00004\) Fore Development -applicant and appellant](#)

The Appeal is based on Condition of Approval #3, which lays out the proportional share methodology for a planned roundabout that will abut the development.

The Appeal is governed by the procedures set out in OCMC 17.50.190, including the following limitations:

- The Appeal is "on the record," meaning no new evidence may be introduced on Appeal – only the evidence before the planning staff may be considered by the appellants, Applicant and City Commission. 17.50.190(F).

- The issues on Appeal are limited to those listed in the notice of Appeal. The appellant may not raise any new issues as part of this Appeal. 17.50.190(F).
- Only those persons who submitted comments during the notice and opportunity to comment will be allowed to participate in the appeal hearing. OCMC 17.50.120(E)(6).

A staff report responding to the appeal issues will be provided at the October 5th City Commission meeting.



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: 09/21/2022

SUBJECT:

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

STAFF RECOMMENDATION:

Staff recommends the City Commission review the information related to the creation of an Oregon City Youth Advisory Commission and approve the first reading of proposed Ordinance Number 22-1006.

EXECUTIVE SUMMARY:

Commissioner Marl created a draft Oregon City Youth Advisory Commission proposal that was reviewed and discussed by the City Commission on July 12, 2022, August 17, 2022 and September 13, 2022. The draft proposal identified the roles, responsibilities, and composition of a potential Youth Advisory Commission for the City of Oregon City. Based on the direction of the City Commission, staff has prepared a new section to the Oregon City Municipal Code creating the Oregon City Youth Advisory Commission.

Based on the direction from the August 17, 2022 meeting, additional outreach by a Commission member was going to occur to understand the impacts, investment, format and success of Youth Advisory Commissions, or similar, in other jurisdictions. At the September 7, 2022 City Commission meeting staff was directed to place this item on the September 13, 2022 work session.

In response to questions concerning the resources necessary to effectively implement a new Youth Advisory Commission, staff is recommending that \$10,000 in funding is necessary for the Youth Advisory Commission to have the financial resources to effectively engage the youth community through outreach efforts, events and an open house. It is possible that the entirety of these funds will not be utilized, but some funding will be necessary to be effective.

The second question of the Commission is related to staffing of the new commission. Staff is recommending a ½ FTE employee to staff and manage the newly created Youth Advisory Commission. This position would be a Community Engagement Coordinator

position, which would serve the Youth Advisory Commission, the Citizen Involvement Committee, and would be able to expand the city's engagement with the community through responsibilities that could include coordination of community events and volunteers.

The Commission also has indicated that engagement and coordination with the school district is desirable and an important component of the success of the Youth Advisory Commission. Staff has met with the Superintendent of the Oregon City School District and discussed the opportunity to cooperate and coordinate the activities of the Youth Advisory Commission. There would be an opportunity for such coordination, but no details have been discussed or agreed to.

OPTIONS:

1. Approve the first reading of proposed Ordinance No. 22-1006.
2. Amend proposed Ordinance No. 22-1006.
3. Deny the first reading of proposed Ordinance No. 22-1006.

BUDGET IMPACT:

Amount	Estimated at \$60,000
	\$50,000 for 1/2 FTE, \$10,000 committee funding
FYs	FY 22
Funding Source	General Fund

ORDINANCE NO. 22-1006**AN ORDINANCE ADOPTING THE CREATION OF THE YOUTH ADVISORY COMMISSION TO OREGON CITY MUNICIPAL CODE AS TITLE 2.62:**

WHEREAS, The City of Oregon City finds that well informed and engaged youth are necessary for a complete community that addresses the needs of all the community members; and

WHEREAS, the creation of the Oregon City Youth Advisory Commission will give local students a voice in their municipal government; and

WHEREAS, the Youth Advisory Commission will be guided by the belief that local involvement at a young age is crucial to ensuring a well-informed and engaged citizenry in the future; and

WHEREAS, the creation of the Youth Advisory Commission will provide an opportunity for members to gain knowledge about governance, build leadership skills, create programs to engage the youth of the Oregon City area, and to participate in community programs that benefit the community;

NOW, THEREFORE, THE CITY OF OREGON CITY ORDAINS AS FOLLOWS:

The City hereby creates and adopts the Youth Advisory Commission into Section 2 of the Oregon City Municipal Code, which is attached hereto as Exhibit 'A'.

Read for the first time and second time at a regular meeting of the City Commission held on the 21st day of September 2022 and the City Commission finally enacted the foregoing Ordinance this 5th day of October 2022.

Commission President, Denyse C. McGriff

Attested to this ____ day of _____ 2022:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Exhibits:

Exhibit A – Section 2.62 of the Oregon City Municipal Code

Ordinance 22-1006, Creating the Youth Advisory Commission

Chapter 2.62 – Youth Advisory Commission

2.62.010 – Created.

There is created a youth advisory commission for the City of Oregon City having the duties and responsibilities provided in this chapter.

2.62.015 – Purpose.

The Oregon City Youth Advisory commission is created to provide local students a voice in their municipal government, build an understanding of governance and leadership and to provide opportunities to engage and serve the community. The youth advisory commission shall be guided by the belief that local involvement at a young age is crucial to ensuring a well-informed and engaged citizenry in the future and to provide an opportunity for members to become equipped with the knowledge and leadership skills necessary to become active contributors in the community now and in the future.

2.62.020 – Membership.

The youth advisory commission shall consist of nine youth members and one non-voting city commissioner to be appointed by the Mayor:

- A. Members of the youth advisory commission shall be high school students at the time of swearing in and shall reside within the city limits of Oregon City.
- B. Any vacancy shall be filled by the mayor, at their sole discretion, for the unexpired portion of the vacated term.
- C. The term of service shall be considered from September through June and there are no term limits.
- D. Appointed youth advisory commission members may be re-appointed for a second term without an interview at the discretion of the mayor. A youth advisory commission member must participate in a recommitment interview with the mayor after serving two consecutive terms.
- E. The chairperson, vice chairperson and all new members shall be sworn in by the youth advisory commission city commissioner at the first regular meeting of the term.

2.62.030 – Election of officers.

The youth advisory commission, at the beginning of each term, shall elect a chairperson and vice chairperson, who shall hold the positions for one term of service. The chairperson and the vice chairperson shall be a junior or senior in high school.

2.62.040 – Chairperson

The chairperson is responsible for running the youth advisory commission meetings, assigning tasks and working with the staff to set the upcoming agendas.

2.62.050 – Vice Chairperson.

The vice chairperson is responsible for taking meeting minutes and providing financial updates as applicable.

2.62.060 – Quorum and Meetings.

- A. A majority of appointed members shall constitute a quorum.
- B. If a quorum is present, all matters shall be decided by a vote of the majority present.
- C. The youth advisory commission shall meet once a month.
- D. All meetings shall be open to the public and public meeting laws shall apply.

2.62.070 – Youth Advisory Committee Member Responsibilities.

- A. Review and prepare strategies addressing issues of interest to students in the greater Oregon City community, including topics such as drug and alcohol abuse, bullying and driver safety or any other topic determined to be of importance by the youth advisory commission.
- B. Members shall participate in an annual goal-setting retreat at the beginning of each term.
- C. Members shall be responsible for completing tasks and projects as assigned.
- D. Members of the youth advisory commission shall attend at least three community service events per session.
- E. The youth advisory commission shall organize a minimum of one student town hall to hear from their peers and engage the larger Oregon City youth community.
- F. The youth advisory commission shall prepare an annual report at the end of the term to present to the city commission detailing the accomplishments, challenges, areas for improvement and goals for the future.

2.62.080 – Code of Conduct and Expectations

- A. Members of the youth advisory commission shall be held to the highest standards of citizenship, scholarship and participation.
- B. Members may have no more than one unexcused absence or no more than two excused absences from youth advisory commission meetings. An absence shall be considered excused provided advanced notice of 24 hours is provided to the chairperson and staff liaison or is determined to be excused by the chairperson and staff liaison.
- C. Absences may be made up for by attending a City of Oregon City commission, advisory board or committee meeting within 30 days of the absence.
- D. Members shall remain in good standing at their school by maintaining passing grades and abiding by the school code of conduct.

- E. Violations of the code of conduct and expectations of this section shall be reviewed by the member, chairperson, vice chairperson, city commission member, staff liaison and the mayor with a goal of improving the performance and participation of the member.
- F. The mayor shall have the sole discretion to determine if a member shall be removed from the youth advisory commission.

2.62.090 – Expenditures

- A. The youth advisory commission shall have no authority to make any expenditure on behalf of the city or to obligate the city for payment of any sums of money unless the city manager or city commission, as appropriate, authorizes such expenditure.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 09/21/2022

SUBJECT:

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

STAFF RECOMMENDATION:

Consideration and approval of attached Abandoned or Vacant Property Registry

EXECUTIVE SUMMARY:

Staff is presenting an Abandoned or Vacant Property Registry at Commission Request. This registry would require owners of vacant properties to register such a property with the City, along with other obligations related to maintenance and security.

An annual fee structure would be established by the Commission and added to the Oregon City Fee Schedule.

BACKGROUND:

Over the years, Oregon City has seen a number of properties that have remained vacant. Such properties can create attractive nuisances that affect the livability of the City. At the direction of the Commission, City staff have looked at codes in other cities and drafted a code that would satisfy the requirements as directed by the Commission. The attached draft has been vetted by the City Attorney. During the commission presentation, staff will additionally be requesting a recommendation for an annual fee structure.

OPTIONS:

1. Approve the Abandoned or Vacant Property code as written.
2. Deny approval and have staff return with requested changes.
3. Deny approval.

ORDINANCE NO. 22-1005

**AN ORDINANCE OF THE CITY OF OREGON CITY ESTABLISHING AN
ABANDONED OR VACANT PROPERTY REGISTRY**

WHEREAS, The City of Oregon City puts a priority on neighborhood livability; and abandoned or neglected properties can create chronic nuisances and other problems that have a negative effect on livability; and

WHEREAS, Oregon City Code Enforcement and Police employees often have a difficult time finding contact information for owners of abandoned nuisance properties when responding to complaints; and

WHEREAS, a City required registry would require owners of abandoned or vacant properties to register and maintain these properties and post local contact information at the property for use by City employees responding to nuisance complaints; and

WHEREAS, The City Commission requested staff prepare an ordinance and implementing code language to provide additional tools to address abandoned and neglected properties that exist in the City.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

- Section 1.** The City hereby amends the portions of the existing Oregon City Municipal Code Title 15 Building and Construction to include a new chapter, titled Chapter 15.11 DISTRESSED RESIDENTIAL PROPERTY, which is attached hereto as Exhibit A.
- Section 2.** The property registry Fee Schedule, as determined by the City Commission, shall be adopted, and may be amended as necessary, by Resolution.
- Section 3.** Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.
- Section 4.** Effectiveness. This Ordinance shall take effect 30 days from the date of adoption.

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

DENYSE C. MCGRUFF
Commission President

Attested to this 21st day of September 2022

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Chapter 15.11 DISTRESSED RESIDENTIAL PROPERTY

15.11.010 Definitions.

The following definitions apply to Sections 15.11.010 to 15.11.080 unless inconsistent with the context:

“Abandoned Residential Property” means:

1. Residential property that is both vacant and subject to either a pending judicial execution sale under ORS 18.901 et seq., or to non-judicial foreclosure pursuant to ORS 86.740 to 86.755; or
2. Residential property that is both vacant and was the subject of either a judicial execution sale under ORS 18.901 et seq., or non-judicial foreclosure pursuant to ORS 86.726 et seq where legal title is retained by the beneficiary(ies) of a foreclosed trust deed or was otherwise transferred to beneficiary(ies) pursuant to a deed in-lieu of foreclosure.

“Foreclosed Residential Property” means residential property an owner obtains as a result of:

1. Foreclosing a trust deed on the residential property;
2. Obtaining a judgment foreclosing a lien on the residential property; or
3. Purchasing the residential property at a trustee’s sale or a sheriff’s sale.

“Local” means within thirty (30) road/driving miles distance of the city of Oregon City.

“Manager” means the city manager or authorized designate thereof.

“Owner” means any natural person, partnership, association, corporation, or other entity identified as having or claiming a lien interest either as a mortgagee under a mortgage or as a trustee and/or beneficiary under a trust deed in abandoned residential property or vacant foreclosed residential property.

“Residential Property” is property as defined in ORS 18.901.

“Vacant” means condition(s) indicative of residential property being uninhabited, vacant, or abandoned including, but are not limited to:

1. Visibly overgrown and/or dead vegetation at the property;
2. Accumulation of newspapers, circulars, flyers and/or mail;
3. Visible accumulation of trash, junk and/or debris;
4. Absence of typical household furnishing consistent with active residential habitation; and/or
5. Statements by neighbors, delivery agents or government employees that the property is uninhabited or vacant.

15.11.020 Registration, security and maintenance obligations.

All owners of abandoned residential property and vacant foreclosed residential property are obligated to continuously comply with the requirements imposed by Sections 15.11.030 to 15.11.060.

15.11.030 Registration requirement—Information required—Change in ownership.

A. Residential property shall be registered by the owner(s) thereof with the city recorder in the event:

1. Of an anticipated judicial foreclosure of the property, no earlier than the commencement of any of the actions described by ORS 18.904, 18.906, 18.908 and not later than the date first set for the execution sale described in ORS 18.930;
2. Of an anticipated non-judicial foreclosure of the property done pursuant to ORS 86.726 et seq not later than the date of service or mailing of the notice of sale described in ORS 86.764; or
3. An owner receives written notice from the city manager that the city manager believes the residential property is vacant.

B. Each registration shall be on a form approved by the city recorder and contain at a minimum the following:

1. The name of the trustee or mortgagee;
2. If applicable, the name of the beneficiary (if different from the trustee) under the trust deed;
3. The street/office mailing address(es) of the trustee/mortgagee and if there is one, the beneficiary under the trust deed;
4. The name, mailing address and contact information of a local individual or entity charged with responsibility by the trustee, mortgagee and/or beneficiary for ensuring compliance with the obligations imposed by Sections 15.11.030 through 15.11.050.

C. The registration form shall notify owners of their obligations with respect to maintenance, security and inspection and by signing the form, the owners acknowledge that should an owner fail to comply with these requirements, after being given the opportunity to come into compliance, the city may enter the property and cause the identified failures to be corrected subject to the terms set forth in Section 15.11.070.

D. Each registration shall be accompanied by payment of a registration fee which amount is to be set by commission resolution. In the event residential property subject to the registration requirement imposed by the terms of Section 15.11.020 remains in a state subject thereto for more than three hundred sixty (360) days, an additional fee may be imposed each thirty (30) days thereafter for the period the property remains either abandoned residential property or vacant foreclosed residential property. Said fee, if unpaid, shall be made an assessment lien on the property and recorded as such in the city's lien docket.

E. The city recorder shall maintain a current list of registered residential properties.

F. In the event ownership of a registered residential property changes, notice of the change shall be provided to the city recorder's office no later than thirty (30) days after the change becomes effective.

G. Registered residential property may be removed from the registry at the written request of the owner indicating that the property is no longer vacant.

15.11.040 Maintenance obligations.

A. The owners of residential property either determined to be or registered as abandoned residential property or vacant foreclosed residential property shall cause said property to be maintained in a generally kempt condition generally found on surrounding occupied residential property and free of

weeds, dead vegetation, graffiti, trash, accumulated newspapers, circulars, flyers, discarded personal items and other items/conditions that give the appearance the property is vacant or abandoned.

B. In the event there is an outdoor pool and/or spa at an abandoned residential property or a vacant residential property, it/they shall either be kept in working order or drained and kept dry.

15.11.050 Security obligations.

A. The owners of residential property determined to be or registered as abandoned residential property or vacant foreclosed residential property shall cause said property to be secured (including closure and locking of windows, doors, gates, and other opening(s) allowing access to the dwelling) and thereafter maintained so as not to be readily accessible to unauthorized persons.

B. Residential property subject to subsection A shall be continuously posted with a notice (printed and legible with a font size no less than 14 point) listing the name and contact information of the local individual or entity identified in the city's registration form along with the following phrases completed with the appropriate identification and contact information.

“THIS PROPERTY MANAGED BY _____.”

“TO REPORT PROBLEMS OR CONCERNS CALL _____.”

The posting shall be placed either on the interior of the dwelling or secured to the exterior of the dwelling. Exterior posting must be constructed of and printed on weather resistant materials. Either posting shall be made visibly accessible.

15.11.060 Inspection obligation.

The local individual or entity identified in the registration required by Section 15.11.030 shall cause to be inspected or inspect the property not less than monthly to ensure the requirements imposed by the terms of Sections 15.11.040 to 15.11.050 are met.

15.11.070 City authorized to act—Additional authority—Enhanced penalty.

A. In the event the city manager believes, based on a visual inspection accomplished from a public right-of-way, that an owner has failed to meet any or all of the registration, maintenance, security and inspection mandates of this chapter, the city manager shall send notice of said failure to the owner at the address listed on the county's tax rolls maintained consistent with ORS 311.560 or at such other address as may be known to the city manager. The notice shall set out the nature of the failure(s) to be corrected, giving the owner not less than fourteen (14) working days from the date of the notice to correct them.

B. In the event the owner fails to remedy the matters within the time set out in the notice (or make, in the city manager's reasonable view, adequate arrangements otherwise) the city may then seek a warrant from the municipal court or any court with competent jurisdiction to enter the property and cause said failures to be corrected, charging the costs thereof to the property as an assessment lien to be recorded in the city's lien docket. All said liens may be enforced consistent with the terms of ORS 223.505 to ORS 223.595.

C. In addition to authority afforded the city manager under the terms of this section, the city manager may also seek to obtain compliance with and/or enforce the terms of this chapter as may be otherwise allowed using remedies and enforcement mechanisms provided for either in the City of Oregon City Municipal Code or in state law.

D. If the city manager reasonably believes an owner's failure to comply with the requirements of this chapter is willful or purposeful, the city manager may authorize appropriate enforcement personnel to seek an enhanced penalty of up to one thousand dollars (\$1,000.00) per day in addition to the general penalty provided for in Section 1.20.090 of this code either in the municipal court or in any court with competent jurisdiction.

15.11.080 Appeals.

A. In the event an owner is notified that residential property under their ownership is subject to the terms of this chapter but believes the property should not be or the owner disagrees with the city manager determination that maintenance, security and inspection failures exist, they may appeal said determination to the municipal court.

B. Any appeal by an owner shall be:

1. In writing;
2. Received by the municipal court within ten (10) working days of the date of the notice informing the owner that their residential property was subject to this chapter; and
3. Setting out in summary form the basis for their belief that their residential property should not be subject to this chapter.

C. Upon receipt of an appeal, the municipal court shall review the matter and provide the owner an opportunity to give additional information if the court believes additional information could better inform the decision on whether to affirm, deny or modify the notification. After the owner had been given the opportunity to provide additional information, the court shall within ten (10) working days of the receipt of that information, affirm, deny, or modify the notification as to the applicability of this chapter to the residential property in writing. The court's decision is final subject only to judicial review pursuant to a writ of review taken pursuant to ORS 34.010 et seq.

Vacant or Abandoned Property Registration

Jim Band – Police Chief

Vacant Property Registry:

1. The City has seen an increase in vacant properties.
2. The impact of these properties can have a negative impact on livability.
3. Vacant properties are generally not as well maintained as occupied properties and it can be difficult for City staff to find a local contact to address concerns.
4. A registry will clarify expectations of property owners, improve neighborhood livability, and ensure property owners provide a local contact.

What this Registry would require:

Registration would notify owners of their obligations with respect to:

- **Maintenance:** Property must be maintained in “kempt” condition, free of weeds, dead vegetation, graffiti, trash, accumulated newspapers, etc., that give the appearance a property is vacant or abandoned. (Also requires pool/spa to be in working order or drained and kept dry.)
- **Security:** Property must be secured (including closure and locking of windows, doors, gates, etc.) and have a posting with the name and phone number of property manager.
- **Inspection:** Property owner must inspect premises monthly to ensure these requirements are being satisfied.

What Defines A Vacant/Distressed Property?

1. **Abandoned Residential Property means:**

- Residential property that is both vacant and subject to pending judicial sale or foreclosure.
- Residential property that is both vacant and was sold due to judicial order or foreclosure.

2. **Foreclosed Residential Property means:**

- Property that an owner obtained as a result of a foreclosure on a trust deed, obtaining a judgment foreclosing a lien on the property, or purchasing the property at a trustee's sale or a sheriff's sale.

3. **Vacant means:**

- Condition indicative of property being uninhabited or vacant. This includes, but is not limited to overgrown vegetation, accumulations of trash or junk, statements by neighbors, etc.

Would This Apply To A Home Listed For Sale?

- *Only if it is both vacant and subject to sale due to foreclosure.*
- *If it is vacant and has ordinance violations such as overgrown vegetation, solid waste, debris, accumulation of mail/flyers, etc.*

Draft Fee Schedule

City Commission would set Fee Schedule for Registration. The fee can be static or increase annually.

Example Annual Fee Schedule:

- Year 1 - \$ 100
- Year 2 - \$ 200
- Year 3 - \$ 300
- Year 4 - \$ 400
- Year 5+ - \$ 500

-or-

A fixed annual amount.

When Not In Compliance

1. City Code Enforcement will notify property owner of violation(s) and require correction of the violation(s) within 14 days.
2. If the issues are not corrected during compliance period, the case will be sent to the Oregon City Municipal Court for a hearing.
3. The new code provides the judge an option of potential fines up to \$1,000 per day until the property is brought into compliance.
4. There is an appeal process laid out in the proposed code.

Discussion and next steps.

1. Staff need direction whether the Commission wishes to approve this as written or approve with changes.
2. If the Commission wants to approve, then the Fee Schedule needs to be determined.
3. Questions?